

C.A. WHITE GOLD INC.

3342 So. Sandhill Rd., Suite-9402 Las Vegas, Nv. 89121

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CONFIDENTIALITY and MUTUAL NON-DISCLOSURE / NON-CIRCUMVENTION AGREEMENT (NCND)

THIS AGREEMENT ("Agreement") is made as of this _____ day of _____, 2008, by and between David Miller, VP & CFO of C.A. White Gold, Inc., a Nevada Corporation, hereinafter "THE GROUP", with an address of 3342 So. Sandhill Rd., Suite-9402, Las Vegas, Nevada 89121 and _____ of _____, located at, _____, _____, hereinafter "THE PARTY".

Background

1. THE PARTY and THE GROUP wish to exchange certain Proprietary Information (defined below) for the purpose of considering those possible future dealings between the parties currently being discussed by the parties.
2. THE PARTY and THE GROUP are each willing to hold in confidence all Proprietary Information it may receive or otherwise obtain from the other party and to use such Proprietary Information only for the purposes contemplated by this Agreement.
3. Any information orally disclosed which requires clarification to this NCND will be transmitted in writing within 3 days of said disclosure by the transmitting party. This agreement specifically covers the all Projects discussed between all Parties.

Terms

NOW, THEREFORE, in consideration of the promises herein, the parties agree as follows:

1. Non-Use, Non-Circumvention and Non-Disclosure Obligation. For a period of ten (10) years from the date any Proprietary Information (defined below) is received or otherwise obtained by one party (the "Recipient Party") from the other party (the "Disclosing Party"), the Recipient Party shall not (a) disclose such Proprietary Information to any other person, firm or entity, or (b) use such Proprietary Information for any purpose other than an evaluation of those possible future dealings between the parties as discussed by the parties.

MUTUAL NON-DISCLOSURE AGREEMENT (CONTINUED)

2. Description of Information. "Proprietary Information" of a party to this Agreement shall mean any and all information, data, process technology, designs, software designs, business contacts, pricing, forecasts, lead times and know-how of that party or of a third party which is in the possession of information belonging to that party to this Agreement, whether in written, magnetic, electronic, visual, oral, audio or other form. "Proprietary Information" shall include, without limitation, any information of a technical or commercial nature and shall be deemed to include, without limitation, that information of a party identified as proprietary to this Agreement.
3. Non-confidential Information. Information shall not be deemed "Proprietary Information" and neither party shall be liable for disclosure of any information if the same:
 - is already in the possession of the Recipient Party, without restriction; or
 - was in the public domain at the time it was disclosed or at a later date becomes a part of the public domain through no fault of the Recipient Party or its discloses; or
 - was or is rightfully received from a third party without a similar restriction; or
 - is independently developed by the Recipient Party without breach of this Agreement.
4. Permitted disclosure; Obligations to Protect.
 - 4.1 Recipient Party may disclose Proprietary Information of the Disclosing Party:
 - to any subsidiary of the Recipient Party (which for purposes of this Agreement means a corporation which is controlled directly or indirectly by the Recipient Party), but only if such subsidiary agrees in writing to be bound by the terms of this Agreement;
 - to employees of the Recipient Party and of subsidiaries to whom disclosure is permitted under this Agreement, to the extent such disclosure is reasonably necessary for the permitted uses of Proprietary Information contemplated by this Agreement, but only to the extent such employees are bound by agreements (whether blanket or specific to the Proprietary Information) requiring them to, or are otherwise directed to, keep the Proprietary Information confidential and to use it only for the purposes contemplated by this Agreement; or
 - upon written authorization of the Disclosing Party.

MUTUAL NON-DISCLOSURE AGREEMENT (CONTINUED)

- 4.2 In addition to the other obligations of this Agreement, the Recipient Party shall use that standard of care with respect to protecting Proprietary Information of the Disclosing Party that it accords its own proprietary and confidential information (in no event shall such standard of care be less than a reasonable standard of care).
5. Property of disclosing Party; No License. All Proprietary Information of the Disclosing Party and all copies and excerpts of such Proprietary Information made by Recipient Party shall be and remain the property of the Disclosing Party. Nothing contained in this Agreement shall be construed as granting to the Recipient Party any license or right to use any intellectual or industrial property rights of the Disclosing Party.
6. Required Disclosure. In the event that the Recipient Party becomes legally compelled to disclose any of the Proprietary Information of the Disclosing Party, the Recipient Party will provide the Disclosing Party with prompt notice thereof so that the Disclosing Party may contest such requirement or seek a protective order or other appropriate remedy. The Recipient Party shall use its reasonable best efforts to assist Disclosing Party in such efforts. In the event that disclosure is required, the Recipient Party will furnish only that portion of the Proprietary Information which is legally required.
7. Non-Circumvention. A party, from time to time, may introduce and make known to the other party(s) certain technology, trade secrets, business transactions, principal parties, associates, financial sources and/or agents for possible participation in business transactions and/or joint ventures by and between the parties, now and in the future; the parties agree to maintain complete confidentiality, and will not attempt to contact, solicit, deal with, or profit from said introductions without written consent from the introducing party. All parties shall adhere to the guidelines of the International Chamber of Commerce, Paris France.
8. Miscellaneous.
- Except as otherwise provided below, this Agreement supersedes any prior non-disclosure agreement between the parties with respect to any Proprietary Information received after the date hereof.
 - This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, U.S.A. and the International Chamber of Commerce. For purposes of any legal action arising out of or in connection with this Agreement, the parties hereby submit to the non-exclusive jurisdiction of the federal and state courts in Clark County, Nevada, U.S.A.
 - In any legal action arising out of or in connection with this Agreement, the losing party shall pay the prevailing party reasonable attorney's fees and other costs and expenses which may be incurred by the prevailing party in such action.

MUTUAL NON-DISCLOSURE AGREEMENT (CONTINUED)

This agreement is a perpetuating guarantee; and, it is reciprocating between the parties. The parties agree that this agreement shall bind them individually and shall, if applicable, bind any company, corporation, organization, partnership, or other association or entity with which they are associated.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, hereby have caused this Agreement to be duly executed.

ACCEPTED BY (The Party):

X
Signature _____ Date _____

Print Name _____ Title _____

ACCEPTED BY C.A. White Gold, Inc.

X *David Miller*
Signature _____ Date _____

David Miller VP & CFO
Name _____ Title _____

ACCEPTED BY (The Party):

X
Signature _____ Date _____

Print Name _____ Title _____

ACCEPTED BY (The Party)

X
Signature _____ Date _____

Name _____ Title _____

ACCEPTED BY (The Party):

X
Signature _____ Date _____

Print Name _____ Title _____

ACCEPTED BY (The Party)

X
Signature _____ Date _____

Name _____ Title _____