

NON-ANALYSIS AGREEMENT

This Non-Analysis Agreement (the "Agreement") is entered into between World Minerals Inc., on behalf of itself and its affiliates (collectively, "WMI"), and you, on behalf of yourself, the company name you provided on the Product Sample page, and any party you represent (collectively, "Requestor"). By clicking the "I Agree" button, Requestor agrees to be bound by the terms of this Agreement. By clicking the "I Agree" button, Requestor also represents that you have the legal authority to enter into this Agreement on behalf of yourself and the company you entered on the Product Sample page or any party you represent.

By clicking "Submit", Requestor is requesting to receive a sample(s) of WMI's product(s). Subject to this Agreement, WMI will, in its sole discretion as to quantity, delivery and form, provide Requestor with such a sample(s) along with an MSDS and certain non-confidential information as is reasonably necessary and available to WMI covering methods for handling such samples.

1. Requestor agrees to:
 - (a) Retain any and all WMI sample(s) in confidence and not release, give and/or sell WMI sample(s) to any third parties.
 - (b) Maintain as confidential all information about the sample(s) including information learned from inspection and the results of evaluating the use of the sample in Requestor's products.
 - (c) Attempt no analyses to determine the composition or preparation procedure of the sample(s).
 - (d) Upon request by WMI, share with WMI performance information regarding WMI sample(s).
 - (e) Only use the sample(s) for testing its performance and applicability as a component of one of Requestor's products. Any other use requires the prior written consent of WMI.
2. Requestor acknowledges and agrees that the provisions of this Agreement are intended to protect the proprietary and intellectual property rights of WMI in its existing or potential products or samples, and that any violation of this Agreement would cause irreparable harm to WMI. Nothing herein grants Requestor any right, title, interest or license, whether express or implied, in any sample, product, process or technology of WMI.
3. This Agreement shall be governed by the laws of the State of California. This Agreement expresses the entire agreement between the parties related to the subject matter hereof and shall not be modified or supplemented except by a written instrument executed by all parties.
4. Requestor may not assign this agreement in whole or in part.
5. This Agreement does not constitute an offer to sell WMI products, samples or compositions incorporating such products or samples.

WMI MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY WMI SAMPLE(S) OR THAT MAY RESULT FROM THE USE OF SUCH SAMPLES. WMI SHALL NOT BE LIABLE IN DAMAGES, OF WHATEVER KIND, AS A RESULT OF REQUESTOR'S RELIANCE ON OR USE OF THE SAMPLE(S). WMI SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT. WMI SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT, OR SPECIAL DAMAGES, WHETHER ARISING UNDER BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, INDEMNITY OR ANY OTHER THEORY OF LIABILITY.