

NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

This AGREEMENT (the “Agreement”), dated the _____ day of _____, 201__, is by and between (enter your company name **and address**):

(“Company”) and **Amrich, LLC.**, 2615 S. Miller St. Ste 107 Santa Maria, CA 93455, hereafter referred to as “AMRICH”.

In consideration of any and all disclosures to be made to Company concerning potential oil and gas opportunities and by AMRICH in regard to certain oil and gas opportunities (“OGOs”) in California, said OGOs further identified in Exhibit A to this Agreement, Company agrees to hold all Proprietary Restricted Information (as defined herein) furnished to it under this Agreement in complete confidence and not in any way disclose such information to any other party for any purpose, or reproduce or use such information, provided however, that such information may be used by Company in the performance of contracts or relationships within the Company as may be contemplated by the parties to this Agreement.

In carrying out the provisions of this Agreement, the following terms shall apply:

- A. Only OGOs listed in Exhibit A attached hereto shall be subject to this Agreement. AMRICH may propose additional OGOs from time to time to be added to Exhibit A, but shall provide enough information in advance, such as geographic location or other general information requested by Company, for Company to determine if said OGO shall be added to Exhibit A. Additional OGO’s will only be included under this agreement if in writing by completion of an amended Exhibit A incorporating the new OGO’s and executed by both Parties. The term “Proprietary Restricted Information” shall mean the following: (a) all information and data relating to AMRICH and the attached OGOs, and (b) all Property Development plans, Engineering studies, locations, reserve reports, Geology & Geophysics, CAPEX budgets and other information relating to the said OGOs. The term “Proprietary Restricted Information” shall not include the following: (a) information that, as of the time of receipt by Company from AMRICH , is already known to it or is in its possession, or in the public domain, (b) information that, at any time, is received in good faith by Company from a third party that was lawfully in possession of the information and had the right to disclose the same, (c) information that is disclosed to Company by third parties to Company on a non-confidential basis, (d) information that Company and AMRICH mutually agree in writing to release from the terms of this Agreement, and (e) information or data that is available to the public in general.
- B. Company shall use the same reasonable efforts to protect the Proprietary Restricted Information as are used to protect its own proprietary information. Disclosures of such information shall be restricted to those companies and individuals who are directly participating in the review of the information and have a need to know such information.
- C. Neither the execution and delivery of this Agreement nor the furnishing of any Proprietary Restricted Information by AMRICH shall be construed as granting to Company, either expressly, by implication, estoppels, or otherwise, any rights in the OGOs, whether or not hereafter owned or controlled by AMRICH.
- D. Unless otherwise indicated, the obligations and provisions of this Agreement shall continue for a period of two (2) years from such date of this Agreement, and may be extended from this date by mutual written agreement of the parties hereto.

- E. Company acknowledges that AMRICH, its directors, officers, employees and agents do not make any representation or warranty, express or implied, as to the quality, accuracy, completeness or materiality of the Proprietary Restricted Information, including without limitation any representation or warranty with respect to any description of the OGO, the quality or quantity of potential or existing hydrocarbon reserves, if any, pricing, taxes, production rates, drilling, rework or recompletion opportunities or locations, decline rates, costs, operating or otherwise, or potential for production, primary, secondary, tertiary, or otherwise, of hydrocarbon from the OGO. Company agrees that neither AMRICH nor any of its Representatives shall have any liability to Company or to any of its Representatives relating to or resulting from the use of the Proprietary Restricted Information. Any and all of the Proprietary Restricted Information or evaluation material furnished by AMRICH is provided as a convenience only and any reliance thereon or use of same is at Company's sole risk, and Company hereby releases AMRICH from all claims arising out of any such reliance.

- F. Company agrees that unless and until a definitive agreement regarding the acquisition of an interest in the OGO has been executed, neither AMRICH nor Company will be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this Agreement, except for the matters specifically agreed to herein. Company and AMRICH further acknowledge and agree that each party reserves the right, in its sole discretion, to reject any and all proposals made by the counterpart or any of its Representatives with regard to a transaction involving the OGO, and to terminate discussions and negotiations with other party at any time without any liability to either party. Each party shall bear its own evaluation, consultant, legal, and other expenses associated with any evaluation, discussion, and negotiations concerning the Property.

- G. Nothing in this agreement shall restrict the Company from entering any agreement of any kind with another entity or company within the areas which are the subject of the OGOs as long as Company does not provide any of the Proprietary Restricted Information to such entity or company.

- H. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES OTHERWISE APPLICABLE TO SUCH DETERMINATIONS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day, month, and year first set forth above.

Company: _____

Company: _____

By: _____

By: _____

Amrich, LLC.

Email: _____

Phone: _____

By: _____

Richard Lee

EXHIBIT "A"

The OGO's that shall be subject to this agreement are contained within the following area of Northern Los Angeles County, California:

Range 15W - T3N

Sections: 5,6,7,8

Range 16W - T3N

Sections: 1,2,11,12

Range 16W – T4N

SE/4 Sec 36