

BASIC NON-DISCLOSURE / NON CIRCUMVENT AGREEMENT

1. Definition of Confidential Information. For purposes of this Agreement, Confidential Information shall mean information disclosed by the Valley Energy Consultants, LLC (the "Company") to the Candidate (the "Candidate") which relates to product plans, designs, costs, prices and names, finances, marketing plans, business opportunities, research, development, know-how, or personnel, including confidential information disclosed about and by third parties and information relating to any type of technology; provided that information disclosed by the Company will be considered Confidential Information by the Candidate only if such information is conspicuously designated as "Confidential" (i) in writing, if communicated in writing, or (ii) confirmed in writing within thirty (30) days of disclosure if disclosed orally; and provided further that Confidential Information shall not include information that (A) is now or subsequently becomes generally available to the public through no fault or breach on the part of the Candidate; (B) Candidate can demonstrate to have had rightfully in its possession prior to disclosure to Candidate by The Company; (C) is independently developed by Candidate without the use of any Confidential Information; or (D) Candidate rightfully obtains from a third party who has the right to transfer or disclose it.

2. Non-Circumvention. In addition to the above, for a period of three (3) years following (i) the introduction by any Introducing Party of any Introduced Party or any of their representatives, agents, and/or associates, or (ii) the consummation of any resulting agreement, whichever occurs later, the parties to this agreement covenant that, they shall (and shall cause their representatives, agents, and/or associates to) (a) work exclusively with Introducing Party involving any and all such Introduced Parties regarding information disclosed, as those terms are most broadly defined (b) not circumvent the Introducing Party in any dealings with any of such Introduced Parties; and (c) not enter into any proposed transaction or any business relationship or contract with any such Introduced Parties without the full knowledge, involvement, mutually agreed to compensation to be paid to, and the prior written consent of the Introducing Party. It is further understood that neither party shall be required to give or receive any Proprietary Information and that neither party is obligated to enter into a business relationship.

3. Non-Disclosure and Non-Use of Confidential Information. The Candidate shall not, without the prior written approval of the Company in each instance or unless otherwise expressly permitted in this Agreement, use for its own benefit, publish or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Company, any of the Confidential Information. The Candidate shall carefully restrict access to the Confidential Information to those of its officers, directors and employees who clearly need such access in order to participate on behalf of the Candidate in the analysis and negotiation of a business relationship or any contract or agreement, or the advisability thereof, with the Company and who are bound by written confidentiality agreements that protect third party information. The Candidate may disclose Confidential Information if required by a judicial or governmental request, requirement or order; provided that the Candidate will take reasonable steps to give the Company sufficient prior notice of such request for The Company to contest such request, requirement or order.

4. Ownership of Confidential Information. All Confidential Information and all intellectual property rights therein remain the property of the Company and no license or other right to Confidential Information is granted or implied hereby.

5. Injunctive Relief. The Candidate understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Company irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Company shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Company shall deem appropriate, such right of the Company to be in addition to the remedies otherwise available to the Company at law or in equity.

6. Return of Confidential Information. The Candidate shall immediately return to the Company all written Confidential Information of the Company and any and all records, notes and other written, printed or tangible materials pertaining to such Confidential Information upon receipt of a written request from the Company. The Candidate's duty is to protect The Company's Confidential Information shall survive expiration or termination of this Agreement and shall expire five (5) years from the date of disclosure.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

8. Entire Agreement. This Agreement constitutes the sole understanding of the parties with respect to the subject matter hereof and may not be amended or modified except in writing signed by each of the parties hereto.

Executed by and between the parties, this Non-Disclosure Agreement is accepted between Valley Energy Consultants, LLC and Candidate:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date