

Confidentiality Agreement

This Confidentiality Agreement, is made and entered into on this _____ day of _____, 2017, by and between SELLER, whose agent is American Energy Advisors, Inc. ("AEA"), 340 S. Lemon Ave., Ste 4377, Walnut, CA 91789, and:

_____,
who's address is: _____
(the "Company").

In connection with the Company's inquiry about purchasing the asset presented on Exhibit "A" (referred to hereinafter as the "Property"), SELLER may be supplying the Company with information which is either non-public, confidential, or is proprietary in nature (the "Confidential Information"). In consideration of SELLER furnishing Company with this Confidential Information, Company hereby agrees on behalf of its employees, directors, consultants and advisors, as follows:

1. The Confidential Information shall be kept in strict confidence and shall be used only for the purpose of preparing an offer to purchase the Property. The information provided hereafter by SELLER shall be considered as Confidential Information, except as otherwise provided in Item 2 below, and shall not be disclosed to any person other than such of Company's directors, employees, consultants and advisors who have a need to know. If the Confidential Information is disclosed to any of Company's directors, employees, consultants or advisors, such persons shall be informed of the confidential nature of the information and shall agree to be bound by this agreement prior to disclosure of the confidential information.
2. The restrictions set forth in paragraph 1 shall not apply to any part of the Confidential Information which:
 - a) was, at the time of disclosure or thereafter becomes generally available to the public other than as result of disclosure by Company or its employees, directors, consultants or advisors;
 - b) was, at the time of disclosure, as shown by Company's records, already in its possession on a lawful basis; or
 - c) is lawfully acquired by Company from a third party under no obligation of confidence to SELLER.
3. Company will not, and will direct such of its directors, employees, consultants and advisors who have access to the Confidential Information to not, disclose to any person any of the terms, conditions, or other facts with respect to any possible transaction concerning the Confidential Information without the written consent of SELLER.
4. At any time, upon the request of SELLER, Company shall return the Confidential Information to SELLER and shall not retain any copies or other reproductions or extracts thereof.
5. This Agreement shall continue in full force and effect for a period of **one** year from the date of acceptance by Company, and in addition, as to and only as to each tract of land currently leased by Seller, this Agreement shall continue for the full lease term of each such tract.
6. In the event that Company signs this Agreement in an agent capacity, Company agrees to not disclose the Confidential Information to its principal without first obtaining a copy of this Agreement from and duly signed by its principal and providing it to SELLER.
7. Company acknowledges that SELLER, 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 Evaluation Material, including without limitation any representation or warranty with respect to any description of the Property, the quality or quantity of potential or existing hydrocarbon reserves, if any, production rates, drilling, rework or recompletion opportunities or locations, decline rates, or potential for production of hydrocarbon from the Property. Company agrees that neither SELLER 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 Evaluation Material. Any and all of the Evaluation Material furnished by SELLER is provided as a convenience only and any reliance on or use of same is at Company's sole risk, and Company hereby releases SELLER from all claims arising out of any such reliance.

8. Company agrees that unless and until a definitive agreement regarding the acquisition of an interest in the Property has been executed, neither SELLER 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 further acknowledges and agrees that SELLER reserves the right, in its sole discretion, to reject any and all proposals made by Company or any of its Representatives with regard to a transaction involving the Property, and to terminate discussions and negotiations with Company 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.

9. 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.

This Agreement may be executed by one or more counterparts, and signatures hereto delivered by facsimile machine or email shall be deemed to be original for all purposes.

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed on the day, month, and year first above written.

COMPANY: _____
Print

SELLER:

BY: _____
Print

By: _____
Name: Stephen A. Lieberman, Pres., AEA
Title: AGENT for Seller

Signature: _____

Phone: _____

Email: _____

(IMPORTANT - print clearly)

PLEASE
email a scanned copy to: aeasal@aol.com

EXHIBIT "A"

