

BUSINESS NEGOTIATIONS CONFIDENTIALITY AGREEMENT

This business negotiation non-disclosure agreement is entered into by and between _____ (“ Disclosing Party”) and California Diamond Energy Solutions, Inc., (“Receiving Party”), for the purpose of preventing the unauthorized disclosure of confidential financial, utility, project and operational information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information. (“Confidential Information”)

- 1. Definition of Confidential Information.** For purposes of this agreement, “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word “Confidential” or words of similar import. If Confidential Information is transmitted orally, the Disclosing Party or representative thereof shall within a reasonable time provide a writing that said oral communication constituted Confidential information.
- 2. Exclusions from Confidential Information.** Receiving Party’s obligations under this agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by the Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party’s representatives, or (d) is disclosed by Receiving Party with Disclosing Party’s written consent.

- 3. Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, sub-contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential information. Receiving Party shall return to Disclosing Party any and all records, notes and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing. Receiving Party's obligations herein specifically include the non-disclosure of any and all information obtained or disclosed through discussions with any project of which the Disclosing Party is engaged, negotiating or contemplating its employees, representatives or associates as it pertains to Disclosing Party's business interests.
- 4. Time Period.** The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.
- 5. Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.
- 6. Injunctive Relief.** Receiving Party acknowledges that any misappropriation of any of the Confidential information in violation of this Agreement may cause Disclosing Party irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the Disclosing Party shall have the right to

