

PCC MUTUAL CONFIDENTIALITY, NON-CIRCUMVENTION, and NON-DISCLOSURE AGREEMENT

AGREEMENT made by and between Pacific Capital Consulting Inc (“PCC”) and _____, (_____) in aggregate the (“Parties”).

CONFIDENTIALITY: The “PARTIES” have specific knowledge of confidential development/ opportunities. As a result of the business relationship established between the “Parties”, the “Parties” may learn from each other the names and contacts of individuals, owners, investors, oil operators and/or other sources (“Sources”) that may have interest in the business of the “Parties”. Therefore, the “Parties” hereby acknowledge and agree that the identities of all “Sources” will be recognized by the other “Parties” as exclusive and valuable to the introducing party (“Introducing Party”) and will remain so for the life of this AGREEMENT and any extensions or renewals thereof.

CONFIDENTIAL INFORMATION: The “Parties” acknowledge and agree to the confidential and proprietary nature of the information to be received. All “Parties” agree to keep this information confidential, other than information readily available from public or other readily available sources. However, each of the “Parties” may disclose this confidential information to their interested “Sources” for the purpose of effecting the completion of a transaction. Each of the “Parties” represent that their “Sources” and related entities are bound by this agreement if they are provided access to the CONFIDENTIAL INFORMATION.

NON-CIRCUMVENTION: The “Parties” hereby acknowledge and agree not to circumvent, or allow any other representatives, related entities, affiliates, other persons or “Sources” to circumvent the efforts of another one of the Parties for the purpose of the denial of fees due and payable under the terms of any AGREEMENT or any subsequent agreement. No “Party” will negotiate directly with any of the other “Parties” “Sources” without the knowledge, consent and participation of the “Introducing Party”.

NON-DISCLOSURE: The “Parties” hereby acknowledge and agree to not disclose or divulge any and/or all of the other “Parties” “Sources” and/or CONFIDENTIAL INFORMATION to any other representatives, related entities, affiliates or other persons not involved in the “Parties” business without the written approval of the other Party.

TERM OF AGREEMENT: The term of this AGREEMENT will extend for twenty-four (24) months unless extended and/or renewed in its entirety by all “Parties”.

GOVERNING LAW: Any and all “Parties” referenced herein consent and agree that for any and all matters arising out of or relating to this AGREEMENT jurisdiction shall be governed by and construed in accordance with the laws of California and be referred to arbitration.

IN WITNESS WHEREOF, The Parties have signed this AGREEMENT as of the date first written below. This AGREEMENT may be signed in counter parts and together taken as a whole. A facsimile or internet provided signature of this AGREEMENT shall have the same force and effect as an original.

By: _____
Steve Hoshimi
Founder, Pacific Capital Consulting Inc

Dated _____

By: _____

Dated _____

Title _____