

# CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement will confirm our mutual understanding in connection with **Mineral Marketing LLC** ("BROKER") providing, and your receipt of, information regarding the asset listed below (the "Asset").

1. "Information" means all oral or written data, reports, records or materials obtained from us or within the asset, including the current Owner and the location of the asset, the knowledge that the Owner may be considering a sale, or even the fact that information has been provided. Information shall not include, and all obligations as to non-disclosure by the undersigned shall cease to be any part of, such information to the extent that such information: (i) is or becomes public other than as a result of acts by the undersigned; (ii) can be shown was already known to the undersigned at the time of its disclosure hereunder; (iii) is independently obtained by the undersigned from a third party having no duty of confidentiality to the Owner; (iv) is independently developed by the undersigned without use of any information supplied hereunder; or (v) is obligated to be disclosed pursuant to applicable law, regulation or legal process.

2. The undersigned agrees that information is being furnished solely in connection with the possible acquisition of the asset and shall be treated as "secret" and "confidential", and no portion of it shall be disclosed to others, except to those of employees and agents whose knowledge of the information is required to evaluate the asset as a potential acquisition and who shall assume the same obligations as under this Agreement. The undersigned hereby assumes full responsibility for the compliance of such employees or agents to the terms of this Agreement.

The undersigned agrees that it will not interfere in any way with any of Owner's or Broker's business using knowledge acquired under this Confidentiality Agreement, nor use any such information in a manner harmful to the Owner or Broker.

3. It is understood that the Owner and Broker (a) are the intended parties and beneficiaries whose rights are being protected, and (b) may enforce the terms of this Confidentiality Agreement.

4. All information shall be promptly returned or destroyed, as directed by Broker. If requested by Broker, the undersigned shall confirm to Broker via fax or email that all information that was provided by Broker and any information generated by the undersigned using information provided by Broker has been deleted or destroyed. The undersigned shall not, without the prior written consent of the Broker, contact the Owner, or any customers, employees, or suppliers of the Owner. The undersigned understands and agrees not to enter any trade, purchase, lease or sale agreement, or any other contract, except through a representative of **Mineral Marketing LLC**.

5. It is understood that (a) no representation or warranties are being made as to the completeness or accuracy of any information and (b) any and all representations and warranties shall be made solely by the Owner in a signed acquisition agreement or purchase contract and then be subject to the provisions thereof.

6. The undersigned acknowledges the responsibility to perform a due diligence review at its own cost and expense prior to any acquisition.

7. The respective obligations of the parties under this Agreement shall survive for a period of three years following the date hereof.

8. Asset Description of interest: **23,000 +/- acres Coal, Oil & Gas Rights**

## **Rhea & Bledsoe Counties TN**

Name of Individual (Print): \_\_\_\_\_ Company: \_\_\_\_\_

Address: \_\_\_\_\_

Street City State Zip Code

Telephone: (cell) \_\_\_\_\_ (work) \_\_\_\_\_ (home) \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Web-site: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

Note: Please fax back to (580) 327-4441, or mail to the address below:

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432 Oklahoma Blvd ♦ Alva, Okla. 73717 ♦ (580) 327-4440 ♦ [info@mineralmarketing.com](mailto:info@mineralmarketing.com)