

## CONFIDENTIALITY & NON-COMPETE AGREEMENT

This Agreement is entered into by and between \_\_\_\_\_  
(referred to as "the Company") and Energy Investments, Inc. located at 143 Union Blvd., Ste 900,  
Lakewood CO 80228 (referred to as "EII").

### RECITALS

EII is willing to provide the Company with various confidential and proprietary information concerning its oil and gas exploratory prospects, prospect ideas and exploration strategies located in the State of Montana, provided that the Company agrees to preserve and protect the confidentiality of such information, and not to compete within the lands located in the herein described "confidential area" which is located in Daniels County Montana, all in accordance with the terms set forth in this agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

1. **Definition of Confidential Information and Confidential Areas.** The term "Confidential Information" and "Confidential area" shall mean EII's oil and gas prospects, prospect leads and exploration strategies consisting of maps, written material, leasehold schedules, engineering analysis or any other data supplied by EII pertaining to an area described on Exhibit "A". The Confidential Information is to be made available to the Company or the Company's agents by EII for the purpose of enabling the Company to evaluate the prospect. Confidential Information shall not include information that was known by Company prior to disclosure by EII, is publicly available to Company at the time such information was disclosed by EII or subsequently becomes available to Company through a public agency.
2. **Evaluation of Confidential Information.** In consideration hereof, the Company shall review, examine and evaluate the Confidential Information for the purposes solely of determining its interest in proceeding with EII in pursuit and development of the prospect.
3. **Confidentiality Obligation.** In consideration of the opportunity to conduct the evaluation and other good and valuable consideration, the Company agrees that it and all its officers, employees and agents shall:
  - a. Maintain confidentiality. Treat as secret and confidential the Confidential Information and hold said Confidential Information in the strictest confidence.
  - b. Nondisclosure to third parties. Except as required by law, or process of law, the Company shall not use, divulge, disseminate, disclose, provide or otherwise make available, in whole or in part, to the public or any person or entity any part or portion of the Confidential Information, unless the Company shall obtain the prior written approval of such disclosure from EII.
  - c. Other prohibited actions. Not use, reproduce, copy, or otherwise take unfair or undue advantage of the Confidential Information for any purpose whatsoever.
  - d. Area of Mutual Interest. Subject to the provisions hereof, during the term of this agreement and in the event the company acquires any oil and gas interest other than that of EII's interest within the Confidential Area as set forth above, the Company shall assign all of such interest to EII at its cost within 15 days of the acquisition date.

- 4. Return of Confidential Information.** The Company shall have no right to print, reproduce, or copy any part of the Confidential Information, in whole or in part, except as authorized. The Company agrees that all copies of the Confidential Information and any other documents or material containing or disclosing any related confidential or proprietary information shall be returned to EII immediately after EII advises the Company that the Confidential Information must be returned.
- 5. Attorneys Fees.** In the event any court or other proceedings are required to enforce any provision of this agreement or remedy any breach hereof, the prevailing party shall be entitled, in addition to any other remedies, to an award of its reasonable attorney fees.
- 6. General Provisions.** This agreement shall be binding upon the parties hereto and their agents, successors and assigns, if any, and any parties or companies it represents and shall be governed by the laws of the State of Colorado. If any provision of this agreement is void or is so declared, such provision shall be severed from this agreement, which shall otherwise remain in full force and effect. This agreement shall terminate six months from the date executed by both parties and the terms and conditions shall be included in any written formal agreement between the company and EII, unless otherwise agreed.

Executed this \_\_\_day of \_\_\_\_\_,2008

By: \_\_\_\_\_

Energy Investments, Inc.

By: \_\_\_\_\_  
Stephen P. Chamberlain  
President