



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is made and effective _____.

BETWEEN:

Impex Alliance Trading inc., with its principle office at 114 Bedford road, Toronto Ontario, Canada

AND:

> _____

WHEREAS, parties require to review each others business structures in order to make business in the trade of oil, acknowledge that each parties' information belongs to the parties that has or owns such information in connection therewith will be given access to certain confidential and proprietary information including business and political persons

and

WHEREAS, Receiving Party and Disclosing Party wish to evidence by this Agreement the manner in which said confidential and proprietary material will be treated.

NOW, THEREFORE, it is agreed as follows:

1. Confidential Information. "**Confidential Information**" shall means all information regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by Disclosing Party or otherwise, which is disclosed to Receiving Party, regardless of whether such information is disclosed intentionally or advertently, before or after the execution of this Agreement, in connection with the Projects and including all reports, analyses, notes or other information that are based on, contain or reflect any such Confidential Information; however, Confidential Information shall not include: (a) information which is or becomes publicly available other than as a result of a violation of this Agreement; (b) information which is or becomes available on a non-



confidential basis from a source which is not known to the Receiving Party to be prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to the Disclosing Party; (c) information which the Receiving Party can demonstrate was legally in its possession prior to disclosure by the Disclosing Party; or (d) information discovered or developed by the Receiving Party without the use of Confidential Information.

1. Nondisclosure and Use of Confidential Information. Confidential Information shall not be used for any purpose other than to analyze, implement or complete the Projects. Confidential Information shall be held in strict confidence by Receiving Party and shall not be disclosed without prior written consent of Disclosing Party, except to those advisors, affiliates, agents, assigns, attorneys, employees, directors, officers and/or members ("**Agents**") with a need to know the Confidential Information for the purposes of analyzing, implementing or completing the Projects. Receiving Party shall be responsible for any breach of this Agreement by the Receiving Party or its Agents.

2. Required Disclosure. In the event that Receiving Party is requested or required by, legal or regulatory authority to disclose any Confidential Information, the Receiving Party shall promptly notify the Disclosing Party of such request or requirement prior to disclosure so that Disclosing Party may seek an appropriate protective order and/or waive compliance with 'the terms of this Agreement. In the event that a protective order or other remedy is not obtained, or Disclosing Party waives compliance with the provisions hereof, Receiving Party agrees to furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its counsel, is consistent within the scope of the subpoena or demand, and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information. Disclosing Party agrees to reimburse the Receiving Party for any and all costs and expenses, including reasonable attorneys' fees, incurred by the Receiving Party in connection with any efforts by the Receiving Party to maintain the confidentiality of information pursuant to the directive of, or in cooperation with, the Disclosing Party. Nothing herein shall require Receiving Party to subject or expose itself to liability for contempt of Court or any other such sanction. Notwithstanding anything to the contrary, the Parties and their Agents may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the Projects and all materials of any kind (including opinions or other tax analyses) that are provided to either Party relating to the tax treatment and tax structure of the Projects.

3. Remedies. The Receiving Party acknowledges and agrees that in the event of any breach of this Agreement, Disclosing Party would be irreparably and immediately harmed and could not be made whole by monetary damages alone. Disclosing Party shall be entitled to restraining orders, injunctive relief and specific performance in the event of any breach or anticipated or threatened breach of this Agreement (without the posting of



any bond and without proof or showing of any actual or special damages, irreparable harm or inadequate remedy at law). Such remedy shall not be the exclusive remedy for any breach of this Agreement, but shall be in addition to all other rights and remedies available at law or in equity. The Receiving Party shall promptly notify Disclosing Party of any breach of this Agreement that becomes known to it.

5. Return or Destruction. At any time upon written request by Disclosing Party, the Receiving Party shall promptly deliver to Disclosing Party, all Confidential Information, including all copies thereof. Receiving Party shall, however, be entitled to keep one copy Confidential Information for their legal records. The return or destruction of Confidential Information or a copy of Confidential Information for legal records shall not release Receiving Party from its obligations hereunder with respect to such Confidential Information.

6. No Other Agreement. Execution of this Agreement shall not obligate either Party to enter into any further agreements or to proceed with any possible relationship or transaction. Nothing in this Agreement nor the furnishing of the Confidential Information pursuant hereto shall be construed in any way as creating an exclusive relationship between the Parties. Neither Party is obligated to enter into any further agreement, negotiation or transaction with the other Party or refrain from entering into any agreement, negotiation or transaction with any third party, including without limitation, any person or entity engaged in the same or similar line of business as the other Party hereto. Unless specifically stated otherwise in this Agreement, nothing herein shall restrict either Party's right to provide its Confidential Information to any other third party. Notwithstanding anything in this Agreement to the contrary, each Party acknowledges that the other Party is engaged in the energy business and agrees that nothing in this Agreement shall be construed to impair, restrict or prohibit such other Party's engagement in any aspect of their current or future energy business.

7. No License or Warranty. It is understood that nothing contained in this Agreement shall be construed as granting or conferring rights by license or otherwise in any Confidential Information disclosed to Receiving Party.

8. Amendment. Any amendment to this Agreement must be in writing and signed by an authorized representative of each Party. A facsimile or electronic signature shall not constitute a signature for purposes of this Paragraph.

9. No Assignment. This agreement may not be assigned by either Party unless prior written consent is obtained from the other party.

10. No Representation or Warranty. Disclosing Party makes no representation or warranty as to the accuracy or completeness of the Confidential Information. Neither the Disclosing Party nor any of or its Agents shall be subject to liability resulting from any use of the Confidential Information by the Receiving Party.



11. Non-Waiver. No waiver or any provision of this Agreement shall be deemed to be nor shall constitute a waiver of any other provision whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver

13. Term. This Agreement and the obligations contained herein shall remain in effect for a period of one (1) year from the date of this Agreement.

14. Non-Circumvention. The Parties agree not to circumvent or bypass the other directly or indirectly with respect to the Projects, or to in any way interfere with or negate any earning opportunity of the other Party related to/or following being provided with the Disclosing Party's Confidential Information.

15. Governing Law and Dispute Resolution. This Agreement shall be governed by, and construed in accordance with the laws of **LONDON, ENGLAND** without regard to its conflict of laws provisions. All disputes arising in connection with or otherwise related to this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce of Paris by three arbitrators appointed in accordance with the said Rules. The language of the arbitration shall be English and the place of arbitration shall be London, England.

16. Entire Agreement. This Agreement constitutes the full and entire agreement between the parties regarding the confidentiality of Confidential Information.

17. Compliance with Export Control and Other Regulations: IAT hereby informs Recipient, and Recipient acknowledges being so informed, that IAT is required to comply with the laws and regulations of the United States and the European Union regarding export control, economic sanctions, and embargoes (collectively, the "US/EU Export Control Laws"). Recipient thereby represents, warrants and covenants that Recipient has complied, and shall continue to comply, with all US/EU Export Control Laws applicable to their performance under this Agreement.

18. Counterparts. This Agreement may be signed in counterparts and may be delivered by facsimile, each of which may be deemed an original, and all of which together shall constitute one and the same Agreement. The Effective Date of this Agreement which shall be the date first appearing above.

19. Authorization and Binding Obligations. Each Party represents to the other Party that the execution, delivery and performance of this Agreement have been duly authorized, and this Agreement has been duly executed and delivered by the signatory so authorized, and the obligations contained herein constitute the valid and binding obligations of such Party.



20. This Agreement does not create or constitute any partnership, joint venture, or agency relationship, and neither Party shall so represent itself. IN WITNESS WHEREOF, the parties hereto have executed this Confidentiality Agreement the day month and year first above written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

by Impex Alliance Trading Inc.

by _____

Authorized Signature

Authorized Signature

Tim MACKINNON VP
Print Name and Title

Print Name and Title

Dated

Dated