



*Berkshire Moody, Ltd.*

INVESTMENT BANKING

VENTURE CAPITAL

CONSULTING

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**NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT**

THIS NON-DISCLOSURE AND NON CIRCUMVENTION AGREEMENT (this "Agreement"), to be effective as of the day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), between BERKSHIRE MOODY, LLC, a Nevada limited liability company (the "Company"), whose address is 1544 Sawdust Road, Suite 100, The Woodlands, Texas 77380 USA, and the undersigned Recipient(s) (the "Recipient(s)"). Both the Company and Recipient(s) together shall hereinafter be referred to as the "Parties".

WHEREAS, the Parties have come together for the purpose of discussing the Company's oil and gas development and/or trading activities and related business opportunities (the "Objectives"); and

WHEREAS, the Company intends to share with Recipient(s) certain vital financial and technical information about the Objectives which the Company deems proprietary and confidential, and the Company desires to protect its business interests by preventing unauthorized dissemination of said information.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Both Parties agree that Recipient(s) shall be legally bound to the non-disclosure of information obtained directly or indirectly from the Company, its agents or affiliates, regarding the Objectives and shall not disclose to any third party any information regarding the same without written consent from the Company. Recipient(s) further agree not to circumvent, avoid, bypass, obviate or compete with the Company in the pursuit of the Objectives, directly or indirectly, without obtaining a mutually agreed written waiver from the Company, for a period of five (5) years following the Effective Date set forth above.

Recipient(s) further agrees that the Company shall be immediately and irreparably harmed by Recipient(s)'s violation of any of the provisions of this Agreement and that damages the Company will suffer may be difficult or impossible to measure. Therefore, upon any threatened, actual or impending violation of this Agreement, the Company shall be entitled to the issuance of a restraining order, preliminary and permanent injunction, without bond, restraining or enjoining such violation by Recipient(s) or Recipient(s)'s agent's or representatives or any other person in receipt of information disclosed in violation of this Agreement. Such remedy to the Company shall be in addition to and not in limitation of any other remedy which may otherwise be available at law or in equity in the event of any breach of the provisions of this Agreement. No failure or delay by the Company in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof of any right, power, or privilege hereunder.

This Agreement shall be construed under and according to the laws of the State of Texas in a court of competent jurisdiction in the State of Texas. The provisions of this Agreement are severable and if any one or more provisions may be determined to be unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable. This Agreement may be executed in two or more counterparts and/or by facsimile reproduction, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. No amendment, modifications, supplement, or waiver of this Agreement or any of its provisions shall be binding on the Parties unless made in writing and duly executed by the Parties. In the event litigation shall be instituted to enforce this Agreement, the Company is entitled to recover reasonable attorney fees and expenses incurred in the litigation in addition to any other recovery to which the Company may be legally entitled. In the event any provision of this Agreement is determined to be unenforceable, it shall be modified to the maximum extent enforceable by law with the remainder of this Agreement remaining in full force and effect.

AGREED AND ACCEPTED to be effective as of the Effective Date.

AGREED:  
X \_\_\_\_\_

Print Name \_\_\_\_\_

Title: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

Tel./Fax.: \_\_\_\_\_

DATE: \_\_\_\_\_

AGREED:  
\_\_\_\_\_

M.R. Bricks Corbin

President

BERKSHIRE MOODY, LTD

DATE: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

Client Initials: \_\_\_\_\_

Initials for Firm: \_\_\_\_\_