

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the "Agreement"), effective as of the ___ day of _____, 2016 (the "Effective Date"), is executed by _____ ("Recipient"), having its principal place of business at _____, in order to induce Petroleum Realty Group having their principal place of business at 14 Monarch Bay Plaza # 447 Dana Point CA 92629 to provide certain Confidential Information to Recipient. Recipient and Petroleum Realty group are hereinafter collectively referred to as the "Parties" or as an individual reference as a "Party."

In consideration of the mutual covenants and promises herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Confidential Information.** Petroleum Realty Group Parties will disclose and make available to Recipient certain information that is non-public, confidential and/or proprietary in nature relating to the possible purchase or lease of certain premises by Recipient for the purpose of operating a Gas Station and convenience store ("Confidential Information"). By executing this Agreement, Recipient (including, without limitation, its respective officers, directors, employees, counsel, consultants, brokers or agents) acknowledges and agrees that it shall maintain the Confidential Information in confidence from the time of this Agreement and for a period of three (3) years from the Effective Date of this Agreement, and shall not, without the prior written consent of Petroleum Realty Group Parties, disclose any of the Confidential Information except as permitted herein; provided, however, that there shall be no obligation on the part of Recipient to maintain in confidence any Confidential Information disclosed to it by Petroleum Realty Group Parties: (i) which is generally known to the trade or the public at the time of such disclosure; (ii) which becomes generally known to the trade or the public subsequent to the time of such disclosure, but not as a result of disclosure by the other; (iii) which is legally received by Recipient from a third party without restriction; (iv) which is independently developed by Recipient; (v) which is approved for release in writing by the 7-Eleven Parties whose Confidential Information is to be released, prior to any release; or (vi) which is demanded by a lawful order from any court or any regulatory authority empowered to issue such an order. Recipient agrees to notify the Petroleum Realty Group Parties promptly of the receipt of any such order, and to promptly provide the Petroleum Realty Group Parties with a copy of such order. If Recipient is required to disclose Confidential Information in response to a valid order by a court or other governmental body, as required by law, Recipient may disclose such Confidential Information only to the extent legally compelled. The Petroleum Realty Group Parties will be given an opportunity to oppose any such order or to seek a protective order that protects the Confidential Information at issue before Recipient complies with any such court or governmental order provided, however, that all Parties will stipulate to any orders necessary to protect said information from public disclosure.

2. **Disclosure to Third Parties.** Recipient shall not disclose the Confidential Information: (i) to its respective employees, officers, directors, consultants, advisors, brokers, or counsel, except on a need-to-know basis and each employee, officer, director, consultant, advisor, broker or counsel receiving Confidential Information shall be notified of and required to abide by the terms and conditions of this Agreement; or (ii) to subcontractors, vendors, agents or the like, without

the prior written consent of Petroleum Realty Group Parties and unless and until a confidential disclosure agreement expressing substantially the same terms as contained in this Agreement is executed by the person receiving and before the person receives the Confidential Information, and provided further, that disclosure of the Confidential Information by such subcontractors, vendors, agents, or the like, to their respective employees, officers, directors or counsel shall be on the same terms as set forth in Section 2(i) above. No Party shall disclose to any person (other than as, and to the extent, herein detailed) the fact that Confidential Information has been requested, that discussions or negotiations between the Parties are taking place or have taken place, or the status thereof.

3. **Procedure to Protect.** Recipient covenants that it shall use the same degree of care with the Petroleum Realty Group Parties' Confidential Information that it uses with its own Confidential Information of a similar type, but in any event no less than reasonable care. Recipient agrees not to sell, license or otherwise exploit any products or services (including software in any form) which embody in whole or in part any Confidential Information.

4. **Control of Confidential Information.** Copies of the Confidential Information shall be made only as necessary.

5. **Ownership.** Nothing in this Agreement shall be construed to convey any title, copyright, ownership or other proprietary rights in the Confidential Information to Recipient.

6. **No Expectation.** This Agreement is not an offer, an acceptance, or a contract to negotiate or enter into any transaction, nor is it intended to require the Parties to proceed with or continue such negotiations or transactions. Other than the duties of nondisclosure and confidentiality as provided herein, this Agreement shall not give rise to any obligation for either Party to disclose any information, including the Confidential Information. The Parties further agree that unless and until a definitive agreement has been executed and delivered, which may or may not occur, neither Party will be under any obligation of any kind whatsoever with respect to any transaction by virtue of this Agreement or any other written or oral expression with respect to such a transaction made by any of their respective directors, officers, employees, agents or any other representatives.

7. **Term.** Any Party may terminate this Agreement upon thirty (30) days prior written notice to the other Parties. Upon termination and following a request from the Petroleum Realty Group Parties, Recipient will promptly return all copies of the Confidential Information that is in Recipient's possession or in the possession of any of Recipient's representatives, without retaining any copies thereof (including expunging copies from any computer or other device), except to the extent Recipient may be specifically required to retain such copy as the result of a deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process or law or governmental proceeding. Termination of this Agreement and the return of the Confidential Information shall not affect any of the obligations of the Parties with respect to disclosure or use of the Confidential Information.

8. **Integration and Survival.** This Agreement expresses the entire understanding of the Parties with respect to the exchange of Confidential Information and supersedes any prior agreements with respect thereto. This Agreement may not be amended or modified except in writing signed by both Parties. The terms hereof shall survive termination of any other arrangement between the Parties.

9. **Injunctive Relief.** The Parties acknowledge that any breach of this Agreement shall result in irreparable and continuing damage to the Petroleum Realty Group Parties and, therefore, in addition to any other remedy which may be afforded by law, any breach or threatened breach of this Agreement may be prohibited by restraining order and/or injunction or any other equitable remedies of any court.

10. **Severability.** Should any provision of this Agreement be finally determined to be inconsistent with or contrary to applicable law, such provision shall be deemed omitted to conform therewith without affecting any other provision or the validity of this Agreement.

11. **Waiver.** No failure or delay by the Petroleum Realty Group Parties in exercising any power or right under this Agreement shall operate as a waiver, nor does any single or partial exercise of any power or right preclude any other or further exercise, or the exercise of any other power or right.

12. **Assignment.** No Party or any affiliate thereof may assign this Agreement without the prior written consent of the other.

13. **Notices.** All notices hereunder shall be in writing, and given when mailed by certified mail, postage paid, return receipt requested, delivered by hand, or sent by receipted courier service to a Party at its above-referenced address (or at such other address as a Party may designate by service upon the other in writing).

14. **Compliance with Law.** The Parties agree to comply with all applicable laws and regulations, whether federal, state or local, in performance of their obligations hereunder and further represent and warrant that their respective officers, directors, employees, agents and subcontractors hereunder shall do the same.

15. **Choice of Law.** THIS AGREEMENT SHALL BE DEEMED TO BE MADE UNDER, AND WILL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, EXCLUDING CHOICE OF LAW RULES.

16. **Execution of Document.** The Parties agree that the execution of this document may be accomplished by facsimile or PDF and the parties agree that facsimile or PDF copies will be valid original documents.

IN WITNESS WHEREOF, Recipient has executed this Agreement effective as of the Effective Date written above for the benefit of Petroleum Realty Group

RECIPIENT

By: _____

Print Name: _____

Title: _____