

BUSINESS NEGOTIATIONS NON-DISCLOSURE AGREEMENT

This business negotiation non-disclosure agreement is entered into by and between **California Diamond Gas Station, LLC**, a California Limited Liability Company (“Receiving Party”) and _____ (“Disclosing Party”), for the specific purpose of preventing the unauthorized disclosure of confidential financial, business, project and personal experience information as defined below. The parties hereto agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information. (“Confidential Information”)

- 1. Definition of Confidential Information.** For purposes of this agreement, “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged or seeking to become engaged..
- 2. Exclusions from Confidential Information.** Receiving party’s obligations under this agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party (b) discovered or created by the Receiving Party before disclosure by the Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party’s representatives, or (d) is disclosed by Receiving Party with Disclosing Party’s written consent.
- 3. Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information as is reasonably required and shall not, without prior written approval of Disclosing Party, use for Receiving Party’s own benefit, or permit the use by others for their benefit to the detriment of Disclosing Party. Receiving Party shall promptly return to Disclosing Party any and all records, or other written, printed, or tangible materials in its possession pertaining to

Confidential Information immediately if Disclosing Party requests it in writing. The non-disclosures provisions herein shall pertain to any discussions with respect to any project, being negotiated or contemplated by any employee, representative or associate of Disclosing Party's business interests.

- 4. Time Period.** The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party or parties from this Agreement, whichever occurs first.
- 5. Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.
- 6. Injunctive Relief.** Receiving Party acknowledges that any misappropriation of the Confidential Information in violation of this Agreement may cause Disclosing Party irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation. This right of Disclosing Party is in addition to the remedies otherwise available to Disclosing Party.
- 7. Integration.** This agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This agreement may not be amended without a writing executed by both parties.
- 8. Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of any prior or subsequent rights.

By: _____

Ahmad R. Rafii, Managing Member

Dated: _____

By: -----

Dated: _____