



**CONFIDENTIALITY AGREEMENT**  
**Mutual Nondisclosure Agreement, No Trade and Area of Mutual Interest**

This Confidentiality Agreement is made and entered into the \_\_\_ day of \_\_\_\_\_ 2021 (this “**Agreement**”) by and between \_\_\_\_\_ having an office at \_\_\_\_\_ (the “**Recipient**”) and Alpha Energy, Inc., a Colorado Corporation, having an office at 4162 Meyerwood Drive, Houston, TX. 77025 (the “**Company**”). The Company and Recipient are each, individually, a “**Party**,” and together, the “**Parties**”.

1. **Purpose:** The Parties wish to carry on discussions relating to a possible business relationship relating to the acquisition, development, and operation of certain oil and gas producing properties located the areas outlined on **Exhibit A** attached hereto and incorporated herein (the “**Transaction Areas**”) during the course of which each Party may disclose its Confidential Information to the other Party (the “**Discussions**”). For and in consideration of the Discussions and the mutual covenants and promises contained herein the adequacy of which is hereby acknowledged, the Parties hereby agree to the following terms and conditions.

2. **Definition:** “**Confidential Information**” means any information, formula, technology, technical data, or know-how, including, but not limited to, that which relates to, or processes, research, products, services, customers, markets, software, developments, inventions, processes, designs, research reports, research data, drawings, samples, engineering, marketing, or finances, which either Party to this Agreement shall disclose to the other, whether orally or in writing, directly or indirectly, and which relates to, arises from, or involves the Discussions. Confidential Information does not include any such information, formula, technical data, technology, or know-how that (i) is rightfully in the possession of the Receiving Party at the time of disclosure; (ii) prior to disclosure is, or after disclosure becomes, but not as a result of any inaction or action of the Receiving Party, part of the public knowledge or literature; (iii) is approved for release to the public by the Disclosing Party; (iv) is disclosed to the Receiving Party by a third party who is under no obligation to the Disclosing Party to maintain such information in confidence; or (v) is developed by or for the Receiving Party independent of the disclosure made pursuant to this Agreement as established by pre-existing written or electronic records.

3. **Non-Disclosure of Confidential Information:** Each Party (“**Receiving Party**”) agrees to keep any and all Confidential Information of the other Party (“**Disclosing Party**”) strictly confidential and shall not disclose it, directly or indirectly, to any third party under any circumstances. Each Party agrees that when it contacts the other Party respecting Confidential Information, it shall solely communicate with the person who is a signatory to this Agreement unless otherwise specifically instructed by the signer to this Agreement to communicate with someone else. Receiving Party agrees that it shall use no less than the same level of care used with

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its own information of a similar nature to keep confidential the Confidential Information of the Disclosing Party, and that it shall not use the Confidential Information for its own use or for any purpose except to further the purpose of the Parties expressed herein. Neither Party will disclose the Confidential Information of the other to its employees or consultants, except employees or consultants who are required to have such information in order to further the purpose of the parties expressed herein. Each Party agrees to notify the other Party immediately in writing of any misuse, unauthorized disclosure, or misappropriation of the Confidential Information of which it, its officers, directors, consultants, or employees may have notice.

3.1 **Compelled Disclosure:** In the event the Receiving Party or anyone to whom the Receiving Party transmits the Confidential Information becomes legally compelled to disclose any of the Disclosing Party's Confidential Information, the Receiving Party or anyone to whom the Receiving Party transmits the Confidential Information shall provide the Disclosing Party with prompt notice so that the Disclosing Party may seek a protective order or other appropriate remedy. In the event that such a protective order or other remedy is not obtained, the Receiving Party or anyone to whom the Receiving Party transmits the Confidential Information shall furnish only that portion of the Disclosing Party's Confidential Information which in the opinion of the Receiving Party's counsel is legally required and shall exercise commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded to the Disclosing Party's Confidential Information.

4. **Area of Mutual Interest:** If, during the period of time from the delivery to the Recipient and until two (2) years after the closing date of a transaction between the Parties or a release of the Recipient of its obligations pursuant to this Agreement. The Recipient, or any of its affiliates, representatives, agents, partners, successors, or assigns (collectively a "**Seller Party**") shall **NOT** lease, purchase, trade, or otherwise acquire, either directly or indirectly any oil and gas lease, leasehold rights, mineral interest or development rights (including entering into any farmout or participation agreement) covering lands within the Transaction Area, such Seller Party shall immediately notify the Company of such acquisition in writing, and within fourteen (14) days thereof, at Company's option, exercisable in its sole discretion, such Seller Party shall assign 100% of such interest to Company, at such Recipient's actual cost, free and clear of any overriding royalties, leasehold burdens, liens, or other encumbrances placed thereon by such Seller Party, pursuant to an assignment,, containing a special warranty of title by, through and under such Seller Party, but not otherwise.

5. **No Trade:** You further agree that, without the prior written consent of the Company, until such time as any and all material non-public information contained in the Confidential Information has been disclosed publicly, neither Recipient nor any of your affiliates (as such term is defined in Rule 12b-2 of the Securities Exchange Act of 1934, as amended), acting

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alone or as part of a group, will: (a) acquire, propose, or offer to acquire, or agree to acquire, directly or indirectly, by purchase or otherwise, any securities or direct or indirect rights to acquire any securities of the Company other than through the direct issuance by the Company contemplated under the Discussions or (b) sell any securities or direct or indirect rights to sell any securities of the Company.

6. **Return of Materials:** Whenever requested by the Disclosing Party, the Receiving Party shall immediately return to the Disclosing Party all property including, without limitation, all papers, records, documents, summaries, samples, and the like of every kind, and any and all copies thereof, provided to the Receiving Party or its employees, agents, or representatives, or acquired by the Receiving Party or its employees, agents, or representatives, in connection with the evaluations and Discussions, whether or not such property contains the Disclosing Party's Confidential Information, and the Receiving Party shall destroy all materials including, without limitation, all papers, records, documents, summaries, samples and the like of every kind (electronic or otherwise), and any and all copies thereof, which the Receiving Party or its employees, agents, or representatives created based upon the Disclosing Party's Confidential Information, except for one copy which may be retained by the Receiving Party solely for the purpose of determining its continuing obligations under this Agreement.

7. **No License or Other Right:** Neither this Agreement nor the disclosure by either Party hereunder of any Confidential Information shall be deemed by implication or otherwise to grant, convey, assign, or vest in any way in or to the Receiving Party any license or other right in any property or in any copyrights or patents of the Disclosing Party, including without limitation any rights in or to the Disclosing Party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of furthering the purpose of the Parties expressed herein. Unless and until a definitive agreement between the Parties respecting the transaction being evaluated has been executed and delivered, neither Party will be under any legal obligation of any kind whatsoever respecting such a transaction by virtue of this or any written or oral expression except, in the case of this Agreement, for the matters specifically agreed to herein. Both Parties reserve the right, in the sole and absolute discretion of each individually, to reject any and all proposals and to terminate discussions and negotiations with, or directly or indirectly involving, the Parties at any time.

8. **Term:** This Agreement shall be effective as of the above date and continue to be in full force and effect for one (1) year thereafter the exchange of new Confidential Information. The Parties expressly and mutually agree that, notwithstanding any earlier termination of this Agreement for any reason by either Party, the foregoing covenants, agreements, and commitments in respect of Confidential Information disclosed prior to such earlier terminations shall terminate one (1) year following the date of the disclosure of Confidential Information under this Agreement.

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Subject to the foregoing, this Agreement may be terminated by either Party upon thirty (30) days prior written notice to the other.

9. **Successors and Assigns:** This Agreement shall be binding upon and for the benefit of the Parties, their successors, and assigns, provided that Confidential Information may not be assigned without consent of the Disclosing Party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

10. **Information:** For the purpose of this Agreement, specific information disclosed as part of Confidential Information shall not be deemed to be in the public domain or in the prior possession of one Party merely because it is embraced by more general information in the public domain or by more general information in the prior possession of the Receiving Party.

11. **Governing Law and Jurisdiction:** This Agreement shall be governed by and construed under the laws of the State of Texas, excluding its choice of law provisions. The federal and state courts within the State of Texas shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party intends the facsimile of its signature printed by a receiving fax machine to be an original signature.

12. **Remedies:** Each Party expressly and specifically agrees that its obligations hereunder are necessary and reasonable in order to protect the other Party and the other Party's business, and expressly agrees that monetary damages would be inadequate to compensate the other Party for any breach of any covenant or agreement set forth herein. Accordingly, each Party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the other Party and that, in addition to any other remedies that may be available, in law, in equity, or otherwise, the other Party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

13. **Entire Agreement:** This Agreement represents the entire understanding and agreement of the Parties and supersedes all prior communications, agreements, and understandings relating to the subject matter hereof. The provisions of this Agreement may not be modified, amended, or waived, except by a written instrument duly executed by both Parties.

14. **Notices:** All notices and communications pursuant to this Agreement shall be given in writing by personal delivery, prepaid first class registered or certified mail properly addressed with appropriate postage paid thereon, or facsimile transmission, and shall be deemed to be duly given and received on the date of delivery if delivered personally, on the second day after the deposit in the United States Mail if mailed, or upon acknowledgment of receipt of electronic

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transmission if sent by facsimile transmission. All notices and correspondence concerning this Agreement shall be sent as follows:

**To Receiving Party:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_  
Attn: \_\_\_\_\_

**To Disclosing Party:**

Alpha Energy, Inc.  
4162 Meyerwood Dr.  
Houston, TX. 77025  
Email: jlepin@alpha-energy.us  
Attn: John Lepin

15. **Severability:** If any provision of this Agreement is held to be invalid, illegal or unenforceable, such a determination shall not affect any of the other provisions of this Agreement, and this Agreement shall be construed as if such provision had never been contained herein.

16. **Waiver of Breach:** No covenant or condition of this Agreement can be waived except by the written agreement of the Party entitled to enforce the covenant or condition. Forbearance or indulgence by either Party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other Party.

17. **Relationship Created:** Nothing in this Agreement shall be construed to establish a license, joint venture, partnership, or other contractual arrangement respecting the Confidential Information.

[SIGNATURE PAGE FOLLOWS]

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The Parties hereto have executed this Agreement, in duplicate, as of the date first set forth above.

**COMPANY:**

**Alpha Energy, Inc.**

**RECIPIENT:**

\_\_\_\_\_

\_\_\_\_\_  
**(Signature)**

**Printed Name: John Lepin**

**Title: CFO/President**

**Email: jlepin@alpha-energy.us**

\_\_\_\_\_  
**(Signature)**

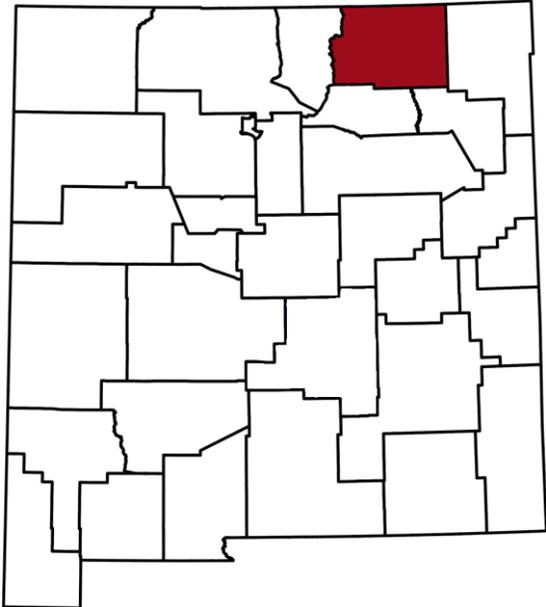
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**Title:**

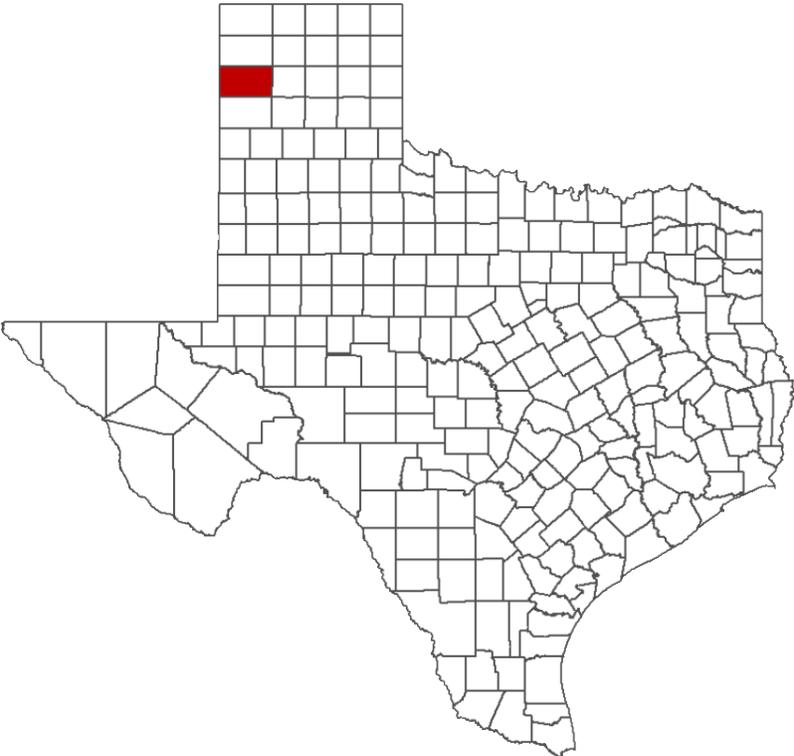
**Email:**

**XHIBIT A TRANSACTION AREAS**

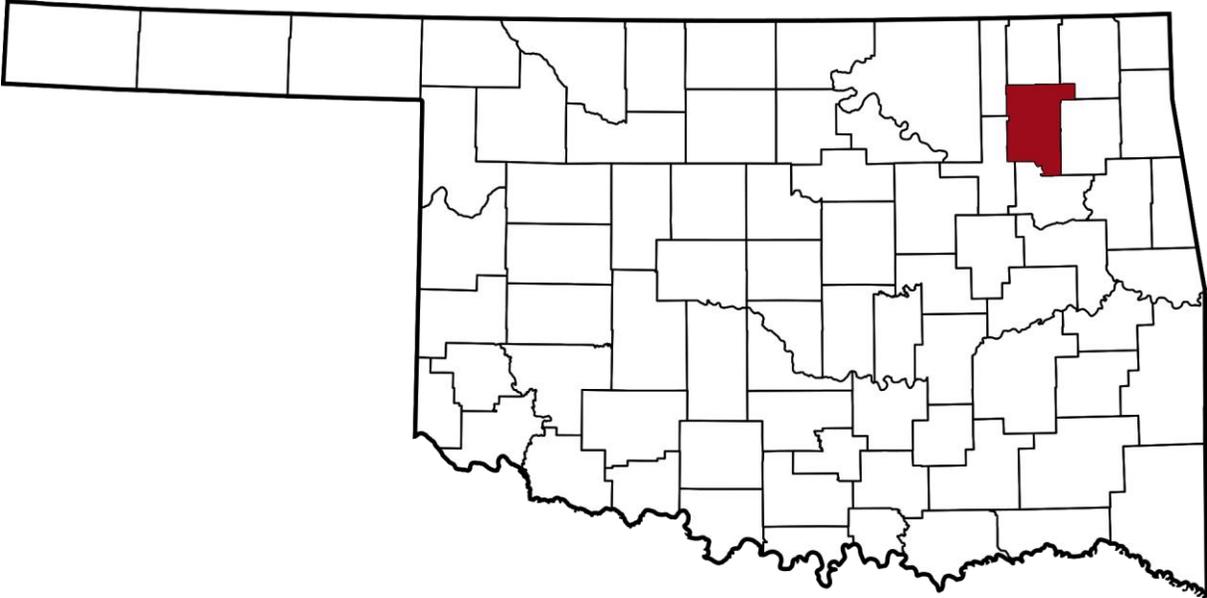
**Rayado New Mexico**



**Battlewagon, Texas**



**Rogers County, Oklahoma**



**Cherokee Platforms Lincoln/Logan Counties, Oklahoma**

