

CONFIDENTIALITY AGREEMENT

Effective Date: _____, 20____

Disclosing Party:

IHH Energy Corp.

340-715 5 Avenue SW

Calgary, Alberta T2P 2X6, Canada

(the "Company" or "IHH")

In connection with the undersigned's (the "**Recipient**") consideration of a possible investment, farm-in, joint venture, asset acquisition, or private placement transaction involving the Company and/or its assets (the "**Possible Transaction**"), the Company has agreed to provide the Recipient with certain confidential information concerning the Company, its assets, and its business.

In consideration of the Company providing such information, the Recipient hereby agrees as follows:

1. **Definition of Confidential Information.** "Confidential Information" means all non-public information, data, reports, analyses, reserves information, financial statements, forecasts, engineering reports, geological and geophysical data, well logs, marketing materials, presentations, and other information concerning the Company, its assets, or its business that is furnished to the Recipient or its affiliates, directors, officers, employees, or professional advisors (collectively, "Representatives"), whether furnished before or after the date of this Agreement and regardless of the manner in which it is furnished, together with all analyses, compilations, studies, or other documents prepared by the Recipient or its Representatives that contain or reflect such information.
2. **Use and Non-Disclosure.** The Recipient shall use the Confidential Information solely for the purpose of evaluating, negotiating, structuring, financing and, if agreed by the Parties, consummating the Possible Transaction. The Confidential Information shall be kept strictly confidential and shall not, without the prior written consent of the Company, be disclosed by the Recipient or its Representatives in any manner whatsoever, in whole or in part, except to those Representatives of the Recipient who (i) need to know such information for the purpose of evaluating the Possible Transaction, (ii) are informed by the Recipient of the confidential nature of the Confidential Information, and (iii) agree to be bound by the terms of this Agreement (or are otherwise bound by professional confidentiality obligations at least as restrictive as those contained herein). The Recipient shall be responsible for any breach of this Agreement by its Representatives.
3. **Non-Solicitation.** The Recipient agrees that, for a period of twelve (12) months from the Effective Date, neither it nor its Representatives will, without the prior written consent of the Company, directly or indirectly solicit for employment, hire, or engage any officer,

employee, consultant, or contractor of the Company with whom the Recipient came into contact or about whom the Recipient became aware during its evaluation of the Possible Transaction.

4. **Disclosure of Discussions.** The Recipient may disclose Confidential Information to its board of directors and other Representatives in accordance with Section 2 and, where reasonably required in connection with the Possible Transaction, to its existing lenders and financing sources, provided such lenders are informed of the confidential nature of such information and are subject to confidentiality obligations.
5. **Legally Required Disclosure.** If the Recipient or any of its Representatives becomes legally required to disclose any Confidential Information, the Recipient shall (to the extent legally permissible and reasonably practicable) provide the Company with prompt written notice so that the Company may seek a protective order or other appropriate remedy. The Recipient shall furnish only that portion of the Confidential Information that is legally required and shall exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to such information.
6. **Exceptions.** Notwithstanding anything to the contrary herein, Confidential Information shall not include any information that:
 - a. is or becomes publicly available through no breach of this Agreement by the Recipient or its Representatives;
 - b. was in the Recipient's possession prior to disclosure by the Company, without restriction;
 - c. is received by the Recipient from a third party without restriction and without breach of any obligation of confidentiality to the Company; or
 - d. is independently developed by the Recipient or its Representatives without use of, or reference to, the Confidential Information.
7. **Return or Destruction of Confidential Information.** Upon the written request of the Company, the Recipient shall promptly return or destroy all copies of the Confidential Information and shall certify such destruction in writing, except that the Recipient may retain copies strictly to the extent required by law, regulation, or for routine secure archival purposes (which retained copies shall remain subject to the obligations of this Agreement indefinitely).
8. **No Representations or Warranties; No Obligation to Proceed; Securities Laws.** The Company makes no representation or warranty as to the accuracy or completeness of the Confidential Information. Neither party is obligated to proceed with any transaction unless and until a definitive agreement has been executed. The Recipient acknowledges that applicable securities laws prohibit trading while in possession of material non-public information and agrees to comply with such laws.

9. **Term.** This Agreement shall remain in effect for twelve (12) months from the Effective Date with respect to all Confidential Information other than trade secrets, and with respect to information constituting a trade secret under applicable law, for so long as such information continues to constitute a trade secret under applicable law.
10. **Governing Law.** This Agreement shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein.
11. **Injunctive Relief.** The Recipient acknowledges that any breach of this Agreement may cause irreparable harm to the Company, for which monetary damages would be inadequate, and that the Company shall be entitled to seek injunctive relief and specific performance in addition to any other remedies available at law or in equity.

EXECUTION

Agreed and Accepted:

Recipient

IHH Energy Corp.

Signature

Signature (Minglin Li)

Printed Name

Minglin Li, President & CEO

Title

Date

Date