

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Agreement"), to be effective as of _____, 2018, is by and between Pioneer Natural Resources USA, Inc., a Delaware corporation ("Pioneer") (hereinafter referred to as the "Disclosing Party") and _____, a _____ organized under the laws of _____ (hereinafter referred to as the "Receiving Party") with the address of _____. The parties named above may also be referred to herein individually as "Party" or collectively as "Parties". In consideration of the covenants and mutual benefits contained herein, the Parties agree as follows:

1. In connection with the evaluation and the possible acquisition (the "Transaction") by the Receiving Party of all or a portion of the Disclosing Party's oil and gas properties, facilities, interests, prospects and assets in the West Panhandle gas field of Texas, and in particular, in or near Hartley, Oldham, Potter, Moore, Hutchinson and Carson Counties, Texas, as generally depicted on Exhibit A hereto, (the "Subject Properties" or "Area"), the Disclosing Party, in accordance with the terms and conditions of this Agreement, may disclose (either through itself or its representatives) to the Receiving Party (or its Representatives, as hereinafter defined) certain information and data that Disclosing Party deems as confidential or proprietary, on a nonexclusive basis, which may include, but is not necessarily limited to, drilling, fracturing and completion techniques; vendors, land, geological or production data; seismic and geological data and information (including processed or reprocessed seismic and geological data and information); plans, interpretations, projections, studies, maps, or prospects and may also include commercial, contractual, lease, environmental, cost, ownership and financial information, (hereinafter referred to as the "Confidential Information"). Confidential Information may be in any form or means, including but not limited to oral, electronic, paper, digital, slides, presentations, handouts or computerized. All seismic and geological data and information (including processed or reprocessed seismic and geological data and information) and other data or information of any nature that has been obtained by the Disclosing Party from a third party pursuant to any license agreement or similar agreement is also Confidential Information and may be separately referred to herein as "Speculative Information."
2. The Receiving Party agrees that the Confidential Information shall be kept strictly confidential and shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including orally or by means of photocopy, reproduction or electronic media or means, without the Disclosing Party's prior written consent, except as otherwise provided in this Agreement.
3. The obligations of confidentiality and limited use hereunder shall not be deemed to apply to information that:
 - (a) can be proven by written records is already possessed on a non-confidential basis by the Receiving Party from a party other than by or on behalf of Disclosing Party as of the date of disclosure hereunder;

- (b) is already in the public domain or becomes generally available to the public other than through the act(s) or omission(s) of the Receiving Party or of any other person to whom Confidential Information is disclosed pursuant to this Agreement;
 - (c) is acquired independently by the Receiving Party on a non-confidential basis from a third party not under a confidentiality obligation directly or indirectly with Disclosing Party, and such third party represents that it has the right to disseminate such information at the time it is acquired by the Receiving Party; or
 - (d) is developed by the Receiving Party independently of and without use or knowledge of the Confidential Information received from the Disclosing Party.
4. The Receiving Party shall be responsible for ensuring that its Representatives (as defined in Section 5) keep all Confidential Information confidential and shall not disclose or divulge the same to any person who is not a Representative. The Receiving Party guarantees the adherence of its Representatives to the terms of this Agreement as if such Representatives had been a signatory hereto as a Receiving Party.
5. The Receiving Party shall be entitled to disclose the Confidential Information without the Disclosing Party's prior written consent to such of the following persons (the "Representatives") to the extent that they have a clear need to know in order to evaluate the Area for the purpose of determining whether the Receiving Party should enter into negotiations concerning the Transaction:
- (a) employees, officers and directors of the Receiving Party;
 - (b) an Affiliated Company (as defined below) and the employees, officers and directors of such Affiliated Company;
 - (c) any consultant, agent, financial advisor, or attorney retained by the Receiving Party or its Affiliated Company; or
 - (d) any bank or other financial institution or entity funding or proposing to fund the Receiving Party's participation in the Transaction, including any consultant retained by such bank or other financial institution or entity.

Prior to making any such disclosures to persons under subparagraphs (c) and (d) above, however, the Receiving Party shall obtain an enforceable undertaking binding in strict conformance such persons to the terms of this Agreement, including but not limited to the confidentiality, non-disclosure and limited use provisions contained herein (except for any professional bound by fiduciary obligations or attorney client duties). "Affiliated Company" shall mean any company or legal entity that controls, or is controlled by, or is under common control with, a Party. "Control" means the ownership directly or indirectly of more than fifty (50) percent of the voting rights in the appointment of the

directors of any company or other legal entity or the power to direct, manage, and oversee the affairs, business or assets of such company or other legal entity.

6. The Receiving Party and its Representatives shall only use or permit the use of the Confidential Information disclosed under this Agreement to evaluate the Area and determine whether to enter into negotiations concerning the Transaction. The Receiving Party shall be responsible for any act or omission of any Representative that would have breached this Agreement if the action had been taken by the Receiving Party.
7. Without the prior written consent of the Disclosing Party, the Receiving Party will not, and will direct its Representatives not to disclose to any person either the fact that discussions or negotiations are taking place concerning a Transaction between the Disclosing Party and the Receiving Party or any of the terms, conditions or other facts with respect to any such Transaction, including the status thereof or that the Receiving Party has received or may receive Confidential Information (the fact that such discussions or negotiations are occurring shall be Confidential Information). The term "person" as used in this Agreement will be interpreted broadly to include without limitation, any corporation, company, partnership, or other entity or individual.
8. The Confidential Information shall at all times remain the property of the Disclosing Party. The Receiving Party or its Representatives shall acquire no proprietary interest in or right to the Confidential Information and the Disclosing Party may demand the return thereof at any time upon giving written notice to the Receiving Party. Within ten (10) days of receipt of such notice, the Receiving Party shall return all of the original Confidential Information and shall destroy or cause to be destroyed (i) all copies and reproductions of the Confidential Information (in whatever form, including but not limited to, electronic media) in its possession and in the possession of persons to whom it was disclosed by the Receiving Party or its Representative and (ii) all documents, memoranda, notes, evaluations and other information (in whatever form, including but not limited to, electronic media) based on the Confidential Information. An authorized executive of the Receiving Party shall certify such destruction to the Disclosing Party.
9. The confidentiality obligations set forth in this Agreement shall terminate three (3) years after the date of this Agreement. As to Speculative Information, the Receiving Party shall remain bound to keep the same confidential and under the same limited use and non-disclosure restrictions that are binding on the Disclosing Party or any Affiliated Company for the longer of three (3) years after the date hereof or the confidentiality time period(s) specified in the relevant license or in other applicable agreement(s) which time period may be without limit or for the life of a particular field or other time period. Notwithstanding anything to the contrary contained in this Agreement, with regard to seismic data, licensed, processed data or reprocessed data comprising Speculative Information, the Receiving Party further agrees to (i) only view such Speculative Information for the sole purpose of verifying Disclosing Party's interpretation of the Speculative Information and not make or retain any copies, drawings, sketches, notes or any other physical manifestation of such Speculative Information; and (ii) not use Speculative Information to make regional interpretation; and (iii) under no circumstances

utilize such Speculative Information to derive, develop or deduce its own interpretation unless Receiving Party has, with the prior written consent of the Disclosing Party, first obtained a license from the third party owner of such Speculative Information.

10. **THE DISCLOSING PARTY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE QUALITY, ACCURACY AND/OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER, AND THE RECEIVING PARTY (ON BEHALF OF ITSELF AND ITS REPRESENTATIVES) EXPRESSLY ACKNOWLEDGES THE INHERENT RISK OF ERROR IN THE ACQUISITION, PROCESSING AND INTERPRETATION OF THE CONFIDENTIAL INFORMATION. THE DISCLOSING PARTY AND/OR EACH DISCLOSING PARTY, ITS AFFILIATED COMPANIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES SHALL HAVE NO LIABILITY WHATSOEVER WITH RESPECT TO THE USE OF OR RELIANCE UPON THE CONFIDENTIAL INFORMATION BY THE RECEIVING PARTY OR ANY OF ITS REPRESENTATIVES.** Receiving Party agrees Receiving Party should make Receiving Party's own independent determination regarding the Subject Properties, the Area, or any Transaction. Receiving Party agrees that the Confidential Information is being provided to Receiving Party as a convenience and **RECEIVING PARTY AGREES THAT RECEIVING PARTY IS ACCEPTING AND USING THE CONFIDENTIAL INFORMATION AT RECEIVING PARTY'S SOLE RISK. THE RECEIVING PARTY ALSO AGREES TO DEFEND, RELEASE, HOLD HARMLESS AND INDEMNIFY THE DISCLOSING PARTY AND/OR EACH DISCLOSING PARTY, ITS AFFILIATED COMPANIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES TO THE MAXIMUM EXTENT ALLOWED BY LAW FROM AND AGAINST ANY AND ALL DAMAGES, LOSSES OR EXPENSES, INCLUDING ATTORNEYS' FEES ARISING OUT OF OR RELATING TO THE FOLLOWING: 1) THE USE OF THE CONFIDENTIAL INFORMATION BY THE RECEIVING PARTY OR ITS REPRESENTATIVES, 2) ANY RELIANCE UPON THE CONFIDENTIAL INFORMATION OR THE ACCURACY OR COMPLETENESS THEREOF BY THE RECEIVING PARTY OR ITS REPRESENTATIVES AND/OR 3) THE NEGLIGENT OR WRONGFUL ACTS IN CONNECTION WITH THE USE OF OR RELIANCE UPON THE CONFIDENTIAL INFORMATION BY THE RECEIVING PARTY OR ITS REPRESENTATIVES.** Further, Receiving Party agrees that Disclosing Party has no obligation to provide Confidential Information of any particular quality or quantity or to update Receiving Party or its Representatives if any information provided by or on behalf of Disclosing Party to Receiving Party or any Representative is inaccurate, changes, or has changed.

11. This Agreement shall be governed by and interpreted in accordance with the substantive law of Texas, without regard to the principles of conflicts laws that would require the application of laws of another jurisdiction. Any dispute arising out of or relating to this Agreement, whether sounding in contract, tort, statutory law, common law, or equity,

including any question regarding the existence, validity or termination of this Agreement and any claim for specific performance of this Agreement, which cannot be amicably resolved by the Parties, shall be exclusively resolved through final and binding arbitration. The seat of arbitration shall be Dallas, Texas. Notwithstanding this agreement to arbitrate, any Party may apply to a court sitting in Dallas, Texas for temporary restraining orders, temporary injunctive relief, or other interim measures pending arbitration. The Parties agree that no court other than a court sitting in Dallas, Texas will have authority or jurisdiction to enter temporary restraining orders, temporary injunctive relief, or other interim orders pending arbitration, and the Parties agree that neither the Parties nor their Affiliates shall make any application for interim orders to any court other than a court sitting in Dallas, Texas. Any papers, notices, or process necessary or proper for an arbitration hereunder, or any court action seeking relief pending arbitration or relating to an arbitration award, may be served on a Party in the manner set forth in this Agreement for the giving of notices. Any arbitration award may be confirmed and judgment entered on the award by any court of competent jurisdiction. Any action to challenge, vacate, set aside, or modify the award in whole or in part must be brought in a court sitting in Dallas, Texas. Receiving Party hereby waives any immunity from suit, jurisdiction, execution, attachment (whether before or after judgment or arbitration award) or other legal process, and to the extent that in any jurisdiction or arbitration there may be attributed to Receiving Party or its assets or revenues such immunity (whether claimed or not), Receiving Party hereby waives such immunity and further agrees that this Agreement is a commercial activity carried on in the United States under article 1605 of the Foreign Sovereign Immunities Act. Receiving Party hereby agrees irrevocably to the extent permitted by applicable law that it will not claim any immunity from suit, jurisdiction, execution, attachment (whether before or after judgment or arbitration award) or other legal process in (a) any arbitration hereunder, or (b) any court action seeking relief pending arbitration or relating to an arbitration award. It is understood and agreed that no failure or delay by Disclosing Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. The Receiving Party agrees that unless and until a definitive written agreement between the Disclosing Party and the Receiving Party with respect to a Transaction has been executed and delivered by the Disclosing Party and the Receiving Party, neither the Disclosing Party nor the Receiving Party will be under any legal obligation of any kind whatsoever with respect to such a Transaction by virtue of this or any other written or oral expression with respect to such a Transaction by Disclosing Party or Disclosing Party representatives except, in the case of this Agreement, for the matters specifically agreed to herein. For purposes of this Agreement, the term "definitive agreement" does not include this Agreement, any draft or preliminary agreement, or any written or verbal acceptance of an offer or bid. Without prior notice to the Receiving Party, the Disclosing Party may withdraw the Subject Properties from consideration in a Transaction at any time, negotiate with any other person or reach agreement with another person concerning a Transaction.

13. No amendment or modification to this Agreement shall be valid except if the same is in writing and designated as an amendment or modification of this Agreement and executed by a duly authorized representative of each Party hereto.
14. This Agreement comprises the full and complete agreement of the Parties hereto with respect to the treatment and disclosure of the Confidential Information.
15. The Receiving Party acknowledges and agrees that this Agreement and the contemplated Transaction shall not be construed as a prospectus or other such offer to sell a security.
16. The Receiving Party agrees that no joint venture, partnership or other fiduciary relationship shall be deemed to exist or arise with respect to this Agreement or the contemplated Transaction.
17. In the event this Agreement is circulated and executed by electronic or facsimile transmission, the signatures of the Parties shall be considered as original and self-proving for all purposes under the applicable law. This Agreement may be executed in counterparts, all of which taken together will constitute one Agreement.
18. This Agreement or any portion of this Agreement may not be assigned or otherwise transferred by Receiving Party and any purported assignment by Receiving Party of this Agreement or any portion thereof shall be void. Disclosing Party may transfer or assign its rights to this Agreement or any portion thereof.
19. If Receiving Party is required to disclose any Confidential Information by law, order, decree, regulation or rule (including without limitation, those of any regulatory agency, securities commission or stock exchange) or if any entity seeks to legally compel (by interrogatories, document requests, subpoena or otherwise) Receiving Party or any person to whom Receiving Party has transmitted Confidential Information to disclose any Confidential Information, Receiving Party shall, prior to so disclosing the Confidential Information, provide Disclosing Party prompt written notice so Disclosing Party may (a) seek a protective order or other remedy (including participation in any proceeding to which Receiving Party is a party) and/or (b) waive compliance with this Agreement. Receiving Party shall furnish only such Confidential Information as it advised by its legal counsel is legally required and will use reasonable efforts to obtain confidential treatment thereof.
20. The Receiving Party hereby agrees that there can be no adequate remedy at law for any breach of the Receiving Party's (or its Representatives') obligations under this Agreement, that any such breach may allow the Receiving Party, its Representatives or third parties to unfairly compete with the Disclosing Party resulting in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to equitable relief, including (without limitation) injunctive relief, in addition to whatever remedies it might have at law and to be indemnified by Receiving Party from any loss or harm, including, without limitation,

attorneys' fees, in connection with any breach or enforcement of the Receiving Party's (or its Representatives') obligations under this Agreement.

21. If any provision of this Agreement is invalid or unenforceable, such provision shall be severed from this Agreement and the other provisions hereof shall remain in full force and effect and the remaining provisions hereof shall be construed to carry out the provisions and intent hereof. The invalidity or unenforceability of any provision of this Agreement with respect to a person or entity shall not affect the validity or unenforceability of such provision with respect to any other person or entity.
22. The Receiving Party represents, warrants and covenants, on behalf of itself and each of its Representatives, that (A) no visitor to the data room and no person to whom Confidential Information is otherwise provided is a national of a Country Group E embargoed country under the U.S. Export Administration Regulations (the "EAR"); and (B) it will not export or re-export any technology, technical data, or software (or any direct products of any of the foregoing) that is in the data room or disclosed to it by the Disclosing Party except in compliance with the EAR, including but not limited to the EAR's provisions on "deemed" exports and "deemed" re-exports.
23. **The Receiving Party's and its Representatives' access to the Subject Properties shall be at the Receiving Party's sole risk and expense; and the Receiving Party releases the Disclosing Party, its Affiliated Companies and their respective officers, directors, employees, contractors and representatives from and shall fully protect, indemnify and defend and hold harmless the Disclosing Party and any Affiliated Company and their respective respective officers, directors, employees, contractors and representatives from and against any and all claims, demands, or suits for damages to persons and/or property which may be brought against Disclosing Party and any Affiliated Company or their respective respective officers, directors, employees, contractors or representatives, or their successors or assigns (including, without limitation, attorneys' fees and costs of investigation), arising out of, resulting from, or in any way incident to, directly or indirectly, the Receiving Party's transportation within the fields or between fields and facilities located on the Subject Properties or the Receiving Party's activities while on the Subject Properties or Receiving Party's (including its Representatives') inspection of the Subject Properties or its and its Representatives' presence on the Subject Properties in connection with the possible Transaction even though caused by, or alleged to have been caused by the sole or concurrent negligence or other fault, or strict liability (active or passive, primary or secondary), of the Disclosing Party, an Affiliated Company or co-working interest owner or their respective respective officers, directors, employees, contractors or representatives or if caused by any pre-existing defects which may be present at such Subject Properties or any road, installation, well, fixture, facility or building thereon or related thereto.**
24. In partial consideration of the Confidential Information being furnished to the Receiving Party, the Receiving Party hereby agrees that for a period ending one (1) year from the date of this Agreement, the Receiving Party shall not, directly or indirectly, for the

Receiving Party or on behalf of any other person, recruit, solicit for hire, assist others in recruiting, discuss employment with, or refer to others concerning employment, of any individual who is, or within the preceding thirty (30) days was, an employee of the Disclosing Party and who has or had responsibility for or performed any work pertaining to the Subject Properties. The foregoing solicitation prohibitions do not include advertisements published in a national newspaper or other similar recruiting media that are not expressly designed or targeted to solicit the employees of the Disclosing Party.

25. The Receiving Party hereby acknowledges that it is aware, and that it will advise its Representatives who are informed as to the matters that are the subject of this Agreement, that the United States securities laws prohibit any person who is in possession of material, non-public information regarding a publicly-traded company from trading in the securities of that company or communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to trade such securities.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this Agreement to be executed to be effective on the date first written above.

[Signature page follows.]

DISCLOSING PARTY

Pioneer Natural Resources USA, Inc.

By: _____

Printed Name: _____

Title: _____

RECEIVING PARTY

By: _____

Printed Name: _____

Title: _____

**Exhibit A
to
Confidentiality Agreement**

