MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("Agreement") is entered into as of _____ _____, _____ (the "Effective Date"), by and between SHERMAN ROTO TANK, LLC, a Texas limited liability company ("Sherman") and _____ (the "Undersigned"). As used herein, "Party" shall mean either Sherman or the Undersigned and "Parties" shall mean both Sherman and the Undersigned.

RECITALS

WHEREAS, the Parties are interested in contemplating the formation of a business relationship (the "Business Relationship");

WHEREAS, in connection with the Business Relationship, each Party may reveal information of a confidential or proprietary nature to the other;

WHEREAS, as a condition to engaging in discussions or other activities in connection with the Business Relationship, the Parties have agreed to protect each Party's Confidential Information (as defined below) in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth below, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby expressly acknowledged, and intending to be legally bound hereby, the Parties agree to enter into a confidential relationship with respect to the Confidential Information.

For the purposes of this Agreement, a Party disclosing Confidential Information (as defined below) to any other Party is referred to as the "Disclosing Party" and the Party receiving Confidential Information (as defined below) from any Disclosing Party is referred to as the "Receiving Party".

1. **Confidential Information Defined**. "Confidential Information" means any and all information relating to the Disclosing Party, including but not limited to its business, its plans, prospects and strategies, reports, summaries, software, diagrams, patent applications, patent studies and information related thereto, products and service descriptions, financial information, technical information, projections, analyses, work product, inventions and ideas, intellectual property information, designs, and the like, irrespective of whether such information is provided orally, electronically, in documents or in any other form, said information is the proprietary property of the Disclosing Party and includes or involves certain information including without limitation, trade secrets, know how, techniques and specifications. Confidential Information shall also include any and all information of which unauthorized disclosure could be detrimental to the interests of the Disclosing Party, whether or not such information is identified as Confidential Information. Confidential Information shall not include information that: (i) at the time of disclosure hereunder is in the public domain; (ii) after disclosure hereunder is published or otherwise becomes part of the public domain through no fault of the Receiving Party, but only after it is published or comes into the public domain; (iii) the Receiving Party can prove as documented by its admissible records under the applicable Rules of Evidence, is independently developed by or for it or as having been in its possession and belonging to it at the time of its disclosure hereunder; (iv) the Receiving Party can prove it received from a third party who it had reason to believe lawfully acquired it without any restriction against disclosure, or (v) is compelled to be disclosed pursuant to an order of a court of law (in which case, however, the Receiving Party shall give prior timely notice of such disclosure to the Disclosing Party and shall thereafter disclose only such information that is necessary pursuant to this Section and Section 3).

2. **Use of Confidential Information; No Warranties**. Receiving Party shall use the Confidential Information solely in connection with the contemplation of the Business Relationship. The Disclosing Party makes no representation or warranty as to the accuracy or completeness of any

Confidential Information, and will have no liability related to the Receiving Party's use of or reliance on the Confidential Information. Neither Party shall be obligated to disclose any Confidential Information under this Agreement.

3. **Non-Disclosure**. Receiving Party shall not disclose any Confidential Information or permit it to be disclosed to anyone except its officers, employees representatives, attorneys and advisors ("Representatives") who have a need to know the Confidential Information by virtue of being actually engaged in discussions, assessments or activities in connection with the Business Relationship, and who have been notified of the confidential nature of the Confidential Information and have agreed to be bound by the terms and conditions of this Agreement. Receiving Party shall be responsible for any breach of this Agreement by any of its Representatives. Receiving Party shall obtain Disclosing Party's permission in writing prior to disclosing Confidential Information to any person or party other than its permitted Representatives. Notwithstanding the foregoing, the Receiving Party may disclose Disclosing Party's Confidential Information if and to the extent that such disclosure is required by court order, provided that Receiving Party provides the Disclosing Party with a copy of the subpoena or request giving rise to the court order within a reasonable time after receipt by Receiving Party so that Disclosing Party may interpose its own objections and request protection from the disclosure and a reasonable opportunity to review the disclosure before it is made.

4. **Return of Confidential Information**. Upon termination of this Agreement or upon the request of the Disclosing Party, Receiving Party shall destroy or return to Disclosing Party any Confidential Information in physical or electronic form in its possession; provided that Receiving Party may maintain all archived file copies of any documents or other items containing Confidential Information residing in its automatic backup systems which the Parties acknowledge shall remain subject to the obligations hereunder regarding confidentiality and use of the Confidential Information for so long as they are retained.

5. **Property Rights; No License Grant**. All Confidential Information in whatever form shall remain the sole and exclusive property of Disclosing Party. Nothing contained in this Agreement shall be construed to grant Receiving Party any license or other intellectual property rights in the Confidential Information, other than the limited right to use such Confidential Information for the sole and exclusive purposes stated in this Agreement.

6. **No Additional Agreements**. No contract or agreement providing for any transaction by and between the Parties shall be deemed to exist unless and until a final definitive agreement or invoice has been executed and delivered, and each Party hereby waives, in advance, any claims (including, without limitation, breach of contract) in connection with any transaction between the Parties hereto unless and until such Parties have entered into a final definitive agreement. Until a final definitive agreement regarding a transaction between the Parties has been executed and delivered, neither Party will be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this Agreement except for the matters specifically agreed to herein. Each Party reserves the right, in its sole discretion, to reject any and all proposals made by the other Party hereto with regard to a transaction between the Parties. Discussions and negotiations between the Parties regarding the Business Relationship may be terminated at any time by either Party.

7. **No Additional Restrictions**. Neither the holding of discussions contemplated by this Agreement between the Parties, nor the disclosure by Disclosing Party of any Confidential Information shall diminish or restrict in any way the rights that each Party has to pursue its business interests or to make available its products and services to any customer or third party, provided such actions do no violate the terms of this Agreement.

8. **Term**. The term of this Agreement shall commence as of the Effective Date and shall terminate on the the first day of the 13th month after the execution of this agreement.

9. **No Relationship**. This Agreement does not establish a joint venture, partnership or other type of business relationship between the Parties, and in no event shall the Parties represent to other third parties that a joint venture, partnership, or other type of business relationship has been formed.

10. **Breach; Limited Liability**. Receiving Party acknowledges and agrees that any violation of any of the provisions of this Agreement may cause irreparable damage and injury to Disclosing Party and that the extent and amount of such damage and injury may be impossible to ascertain. Accordingly, Disclosing Party shall be entitled to seek injunctive relief from any court of competent jurisdiction to enjoin and restrain any violation without the necessity of proving actual monetary loss or the posting of any bond or security. Disclosing Party's right to seek injunctive relief shall be in addition to, and not in limitation of, any other rights and remedies Disclosing Party may have at equity or law; provided that neither Party shall be liable to the other Party for any consequential, incidental, punitive or special damages in connection with this Agreement.

11. **Entire Agreement; Amendments; Successors and Assigns**. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any prior agreement or understanding, whether written or oral, relating to such subject matter. No modification or amendment to this Agreement shall be effective or binding unless in writing, specifying such modification or amendment, and executed by both of the Parties hereto. This Agreement shall bind each Party and its successors and permitted assigns. No Party shall assign this Agreement without the express written consent of the other Party and any assignment in violation of this provision shall be deemed null and void and of no force or effect.

12. **Applicable Law**. This Agreement shall be governed by the laws the State of Texas. The Parties hereby irrevocably consent to be subject to the personal jurisdiction of any United States, state, or local court sitting in Harris County, Houston, Texas in connection with any action to determine any dispute arising under this Agreement or to enforce the provisions hereof.

13. **Severability**. If any portion of this Agreement is declared to be invalid or unenforceable by a final judgment, order or decree of any court or administrative body having proper jurisdiction, then, as to that jurisdiction only, such portion shall be deemed to be severed from this Agreement and the remainder of this Agreement shall remain in full force and effect.

14. **Counterparts**. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original for all purposes, but all of which taken together shall constitute only one agreement and each of which shall be sufficient for all purposes without producing or accounting for the other counterparts hereof. Further, a facsimile or scanned copy of the execution page of this Agreement shall be effective as and shall constitute an original of such pages.

15. **No Assignment**. The rights and obligations of the parties hereto shall be binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns and affiliates. Notwithstanding the foregoing, neither Party may assign this Agreement or its rights hereunder without the prior written consent of the other Party.

16. **Waiver of Terms**. No waiver by either Party of any of the terms, provisions, or conditions hereof shall be effective unless said waiver shall be in a writing signed by an authorized officer of the Party against whom the waiver is claimed. The failure of either Party to enforce any term, provision or condition of this Agreement shall in no manner affect the right to enforce the same at a later time, and the waiver of any breach of any term, provision or condition in this Agreement shall not be construed to be a waiver of any subsequent or succeeding breach of such term, provision or condition or a waiver of any breach of any other term, provision or condition.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

SHERMAN ROTO TANK LLC

By: _____
Owner/Partner

_____
UNDERSIGNED

_____
Signature

_____
Printed Name