

CONFIDENTIALITY AND NON-CIRCUMVENT AGREEMENT

This Confidentiality and Non-Circumvent Agreement is entered into and made effective this _____ day of _____ between _____, a _____ Corporation located at _____ (hereinafter "RECIPIENT"), and Cryogenic Equipment Services, LLC, a Pennsylvania Limited Liability Corporation located at 547 Haystack Drive, Zion Grove, PA 17985 (hereinafter "CES"). CES and RECIPIENT are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, CES has agreed to disclose to the RECIPIENT certain valuable proprietary confidential information (hereinafter, the "Confidential Information"), which CES owns or has in its possession, concerning a transaction ("Transaction") which CES hereby designates as _____, and

WHEREAS, RECIPIENT desires to receive such Confidential Information (as defined below) to evaluate the Transaction and agrees to keep such information confidential pursuant to the terms and conditions set forth herein, and

WHEREAS, RECIPIENT agrees not to circumvent CES with respect to the Transaction, and agrees that it or any of its affiliates, representatives, or persons that the RECIPIENT discloses or distributes CES's Confidential Information to, will not compete against CES with respect to the Transaction, and

WHEREAS, the Parties desire to explore potential business arrangements together relative to the Transaction.

NOW THEREFORE, in exchange for the mutual consideration contained in this agreement and the mutual promises and covenants made herein, and with the intent to be legally bound hereby, CES and the RECIPIENT agree as follows:

1. The term "Confidential Information" shall mean all written and oral information which is disclosed by CES to the RECIPIENT that is of a proprietary, intellectual or similar nature relating to the Transaction including, but not limited to, CES's business, projects, operations, activities or affairs, whether of a technical or financial nature which has not publicly been disclosed.
2. Disclosure and Use of Confidential Information: The RECIPIENT agrees to keep confidential the existence and status of the Parties discussions and all Confidential Information, and shall not, without prior written notice of consent by CES, disclose to any third party, firm, corporation or entity such Confidential Information nor shall the RECIPIENT use any Confidential Information for the purposes other than of those set forth herein above and concerning the Transaction involving CES.

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3. Limitations on Obligations: The obligations set forth in section 2 above shall not apply to any Confidential Information which the RECIPIENT can demonstrate:

- (a) was in its possession prior to the time of disclosure; or
- (b) was in the public domain at the time of disclosure, or subsequently becomes part of the public domain through no fault of such party.

All Confidential Information shall be returned to CES or destroyed promptly upon written request and shall not thereafter be retained in any form by RECIPIENT. The obligations of the RECIPIENT under this Agreement shall survive any such return of Confidential Information.

4. CES makes no warranty or representation, expressed or implied, with respect to the accuracy, completeness or reliability of any information supplied hereunder.

5. RECIPIENT acknowledges that monetary damages may not be an adequate remedy for any breach by RECIPIENT of this Agreement, and that CES shall have the right to an injunction issued by a court of applicable jurisdiction for specific performance to prevent RECIPIENT from any further violations of this Agreement.

6. This Agreement shall be valid for a period of Three (3) years from the date stated above.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania.

8. Except as expressly provided herein with respect to the confidentiality and non-disclosure of the Confidential Information, nothing in this Agreement shall obligate any party in any manner whatsoever with respect to consummate or agree to any transaction between the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officers in duplicate counterparts, each of which shall be considered an original.

RECIPIENT

Cryogenic Equipment and Services, LLC,

By: _____

By: _____

Title: _____

Title: _____

Company: _____