

CONFIDENTIALITY AGREEMENT AND COVENANT NOT TO COMPETE

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is entered into on _____, 20____, by and between **Advanced Cleaning Services a division of Degrease Hood & Duct Service ("Disclosing Party")** and _____ ("**Receiving Party**").

WHEREAS, Disclosing Party possesses certain confidential proprietary information; and WHEREAS, in connection with the pursuit, evaluation and/or feasibility of a business relationship, and/or the consummation of a transaction between Receiving Party and Disclosing Party (collectively, the "Business Purposes"), confidential proprietary information of Disclosing Party may become available to Receiving Party. WHEREAS, Disclosing Party desires to prevent the unauthorized use and disclosure of its confidential proprietary information. NOW THEREFORE, in consideration of these premises and for other good and valuable consideration, Receipt of which is hereby acknowledged, the parties agree as follows:

I. "Confidential Information". For purposes of this Agreement, Confidential Information shall mean all strategic and development plans, financial condition, business plans, co-developer identities, data, business records, customer lists, project records, market reports, employee lists and business manuals, policies and procedures, information relating to processes, technologies or theory and all other information which may be disclosed by Disclosing Party or to which Receiving Party may be provided access by Disclosing Party or others in accordance with this Agreement, or which is generated as a result of or in connection with the Business Purposes, which is not generally available to the public.

II. Nondisclosure Obligations. Receiving Party promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, Receiving Party further promises and agrees: A. to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure. B. not to use any of the Confidential Information except for the Business Purposes. C. not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by Disclosing Party in accordance with this Confidentiality Agreement. D. not to use any Confidential Information to unfairly compete or obtain unfair advantage vis-à-vis Disclosing Party in any commercial activity which may be comparable to the commercial activity contemplated by the parties in connection with the Business Purposes. E. to restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access to carry out the Business Purposes. F. to advise each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of Disclosing Party, any of the Confidential Information, and, upon Request of Disclosing Party, to provide Disclosing Party with a copy of a written agreement to that effect signed by such persons. G. to comply with any other reasonable security measures requested in writing by Disclosing Party.

III. No Right to Confidential Information. A. Receiving Party hereby agrees and acknowledges that no license, either express or implied, is hereby granted to Receiving Party by Disclosing Party to use any of the Confidential Information. B. Receiving Party

further agrees that all inventions, improvements, copyrightable works and designs relating to machines, methods, compositions, or products of Disclosing Party directly resulting from or relating to the Confidential Information and the right to market, use, license and franchise the Confidential Information or the ideas, concepts, methods or practices embodied therein shall be the exclusive property of Disclosing Party, and Receiving Party has no right or title thereto.

IV. Losses. Receiving Party agrees to indemnify Disclosing Party against any and all losses, damages, claims, or expenses incurred or suffered by Disclosing Party as a result of Receiving Party's breach of this Agreement.

V. Remedies. Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as Disclosing Party shall deem appropriate. Such right of Disclosing Party shall be in addition to Remedies otherwise available to the Disclosing Party at law or in equity.

VI. Attorneys' Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees.

VII. This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.

(Disclosing Party) Name: Roger J. Gonzalez

(Disclosing Party) Address: 920 New Deal Potts Rd. Cottontown, TN 37048

(Disclosing Party) Signature: _____

(Receiving Party) Name: _____

(Receiving Party) Address: _____

(Receiving Party) Signature: _____