CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is entered into effective this ____day of _____, 202_ by and between Modular MOPU, LLC (hereinafter referred to as "Modular MOPU"), a Texas Limited Liability Company with offices at 1900 Yorktown, Suite 121 Houston, Texas 77056 and [Company Name] (hereinafter referred to as "[Abbreviated Name]"), a [Company Type], with offices at [Address], each of which may hereinafter be referred to as "Disclosing Party" or "Receiving Party", as the case may be, and both of which may hereinafter be referred to as the "Party" or collectively as the "Parties."

WHEREAS, the Receiving Party may request or, as the case may be, the Disclosing Party may wish to provide the Receiving Party with certain confidential and proprietary business, technical and other information to assess existing or future equipment, processes and technologies for application in the Modular MOPU™ (patent pending) concept which is a standalone FPU capable of producing oil while consuming the associated natural gas without flaring or the need for oil and gas export lines (hereinafter the "Purpose"); and

WHEREAS, the Parties wish to maintain the confidential nature of such information and limit the use and further disclosure of such information as set forth in this Agreement.

WHEREAS, Disclosing Party is willing to provide access to such confidential and/or proprietary information to Receiving Party for such limited purpose and under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Definition of Confidential Information. Confidential Information means any drawings, schematics, documents, writings, plans, specifications, knowledge, disks, data or other information which is disclosed by Disclosing Party or its agents or contractors to Receiving Party, whether in written form, orally, visually, electronically or by any other means.

   However, Confidential Information does not include any data, information or device that is:

   a. Lawfully known or in the possession of Receiving Party without restriction prior to disclosure by Disclosing Party, as disclosed in writing to Disclosing Party by Receiving Party prior to signing this Agreement; or

   b. Independently developed by an employee of Receiving Party and to whom no disclosure of confidential information has been made, directly or indirectly; or

   c. Publicly available prior to Receiving Party's receipt of such information from Disclosing Party or thereafter becomes publicly available, other than through the act or omission of the Receiving Party. (Information is deemed "publicly available" if it becomes a matter of public knowledge or is contained in materials available to the public or is obtained from any source

other than Disclosing Party (or its directors, officers, employees or outside advisors), provided that such source has not, to Receiving Party's knowledge, entered into a confidentiality agreement with Disclosing Party with respect to such information or obtained the information from an entity or person who is party to a confidentiality agreement with Disclosing Party); or

d. Approved in writing for release or disclosure by Disclosing Party (notwithstanding any Confidential information approved for release to Receiving Party's potential client(s) for the Purpose, which shall be considered and treated as Confidential Information).

In addition, any combination of features shall not be deemed to be lawfully known, or independently developed or publicly available merely because individual features are known, or independently developed or publicly available, but only if the combination itself and its principles of operation are lawfully known, or independently developed or publicly available.

2. Permitted Uses. The Confidential Information will be used by Receiving Party solely for the Purpose and Receiving Party shall only release the Confidential Information to its potential client(s) upon prior written approval by the Disclosing Party.

3. Covenant to Keep Confidential.

a. Receiving Party shall keep all Confidential Information secret and confidential in perpetuity and shall not disclose it to anyone except to a limited group of its own directors, employees, contractors, advisors or potential clients (approved for release as per Section 1.d., who are actually involved or interested in the Purpose. Each person to whom Confidential Information is disclosed must be advised of its confidential nature and of the terms of this Agreement and must agree to abide by such terms.

b. The Receiving Party may disclose the Confidential Information, with the Disclosing Party's prior written consent, to an Affiliated Company (as hereinafter defined), provided that the Receiving Party guarantees the adherence of such Affiliated Company to the terms of this Agreement. "Affiliated Company" shall mean any company or legal entity which: (a) controls, either directly or indirectly, the Receiving Party, or (b) is controlled directly or indirectly by the Receiving Party; or (c) is directly or indirectly controlled by a company or entity which directly or indirectly controls the Receiving Party. "Control" means the right to exercise more than fifty percent (50%) of the voting rights in the appointment of the directors of such company.

c. Receiving Party shall be responsible to, and indemnify, the Disclosing Party for any breach of this Agreement by Receiving Party or its directors, employees or advisors, including, but not limited to any disclosure to parent or affiliated companies of Receiving Party, or its potential client(s), unless approved for release as per Section 1.d.

4. No License. Nothing in this Agreement shall be deemed to grant a license directly or by implication under any patent or patents application or other proprietary rights including copyright and trademark rights. The Disclosing Party shall own and retain all right, title and interest, including patent rights, copyrights, trade secret rights, trademark rights and all other intellectual and industrial property rights of any sort throughout the world relating to any and all inventions (whether or not patentable or previously patented), works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by Disclosing Party during the term of this Agreement that relate to the subject matter of, or arise out of, or in connection with Disclosing Party's business or the purpose of this Agreement, or any other Confidential Information. The Agreement is not to be construed as a work made for hire unless particularly described and agreed to by the parties in writing. In addition, Receiving Party hereby agrees to make all assignments necessary to accomplish the foregoing ownership.

5. NO WARRANTY. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE REGARDING SUCH CONFIDENTIAL INFORMATION'S QUALITY, ACCURACY, COMPLETENESS OR PERFORMANCE. RECEIVING PARTY ACKNOWLEDGES AND AGREES THAT THE DISCLOSING PARTY, ITS AFFILIATED COMPANIES, THEIR OFFICERS, DIRECTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR ANY DAMAGES WHATSOEVER AND HEREBY WAIVES ANY AND ALL CLAIMS AGAINST THE DISCLOSING PARTY ARISING OUT OF THE RELIANCE ON OR USE OF SUCH CONFIDENTIAL INFORMATION BY THE RECEIVING PARTY OR AFFILIATED COMPANIES.

6. Standard of Care; Disposition of Confidential Information.

   a. Receiving Party agrees that all tangible and intangible forms of Confidential Information that it acquires from Disclosing Party shall be safeguarded with the highest degree of control and care reasonably practicable, but not less than that degree of care practiced by Receiving Party with respect to its own similar property under similar circumstances, and will at all times remain the property of Disclosing Party.

   b. Receiving Party and its potential client(s) will not copy or reduce to writing any such Confidential Information except as may be reasonably necessary for the Purpose.

   c. Receiving Party represents that it has policies and procedures designed to protect its own confidential information, including notice to its employees and advisors, to prevent unauthorized disclosure or use of such information, and agrees that the Confidential Information acquired from the Disclosing Party will be subject to such policies and procedures.

d. Receiving Party shall, upon written notice from Disclosing Party, return to Disclosing Party or, at Disclosing Party's request, destroy all tangible materials containing Confidential Information, including, without limitation, copies thereof and analyses, compilations, studies, and other documents that were created based in whole or in part on Confidential Information. However, Receiving Party shall have the right to destroy, at its option, any and all analyses, compilations, studies or such other documents that are created or produced by Receiving Party or its advisors for the Purpose. At Disclosing Party's request, Receiving Party shall certify in writing to Disclosing Party that it has fully complied with the requirements of this Section 6.d. Also, at Disclosing Party's request, Receiving Party will notify its potential client(s) to comply with this section 6.d.

e. Receiving Party shall notify Disclosing Party promptly of the date of, and circumstances involved in, the loss of or unauthorized disclosure, if any, of Confidential Information and upon request, the Party to whom the Confidential Information was disclosed, shall surrender any part or all of said documents or materials.

7. Remedies for Breach. The Receiving Party acknowledges that the Confidential Information is proprietary and agrees that any disclosure or unauthorized use thereof may cause irreparable harm, that monetary damages may not be adequate to compensate Disclosing Party for a breach of this Agreement, and that, in addition to any other remedies that may be available to Disclosing Party, the Disclosing Party shall be entitled to obtain injunctive relief. In the event a Disclosing Party retains counsel or files suit to enforce the provisions of this Agreement or on account of any breach hereof, the Receiving Party hereby agrees to pay or otherwise reimburse the Disclosing Party for any and all costs, fees, and expenses incurred by the Disclosing Party in such an event including, but not limited to, all attorney fees, court costs, expenses of litigation and discovery.

8. Permitted Disclosure. In the event that Receiving Party or anyone to whom it transmits the Confidential Information becomes legally compelled to disclose any of the Confidential Information, Receiving Party will provide Disclosing Party notice so Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. Receiving Party will furnish only that portion of the Confidential Information that it is advised by counsel is legally required and will exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

9. No Right to Confidential Information. Nothing in this Agreement shall obligate Disclosing Party to provide Confidential Information to Receiving Party. Disclosing Party will provide Receiving Party with Confidential Information to the extent necessary for the Purpose, as Disclosing Party in its sole and absolute discretion may determine.

10. No Conflict. Receiving Party represents and warrants to Disclosing Party that the execution and delivery of this Agreement, the performance of the obligations contemplated hereby, and compliance by Receiving Party with any of the

Agreement's provisions will not violate, or conflict with, or require a consent, waiver or approval under, or result in a breach of any provisions of, or constitute a default under, any of the terms, conditions or provisions of any contract, agreement or other instrument or obligation of any nature whatsoever to which Receiving Party is a party.

11. No Joint Venture. This Agreement does not create and shall not be construed to create a partnership, association for profit, or joint venture of any kind or character between the Parties. No Party shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third parties. Nothing contained herein is intended to confer upon the Receiving Party any right whatsoever to the Disclosing Party's interests.

12. Notice. All notices required to be given under this Agreement shall be in writing and delivered as follows:

[Company]	Modular MOPU, LLC
Attn: [Position or Name]	Attn: Managing Member
[Address 1]	1900 Yorktown
[Address 2]	Suite 121
[City, State Zip]	Houston, TX 77056
Phone: [x-xxx-xxx-xxxx]	Phone: 337 332 2754
[email]	cTc@ModularMOPU.com

Either Party may change its address for receiving notices by providing the other Party with written notice of such change.

13. Assignment. This Agreement may not be assigned without the express prior written consent of the other Party.

14. GOVERNING LAW. THIS CONFIDENTIALITY AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CHOICE OF LAW RULE WHICH WOULD CAUSE THE LAW OF ANOTHER JURISDICTION TO APPLY.

15. Waiver. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or any other right, power or privilege hereunder.

16. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the disclosure of Confidential Information and it supersedes and cancels all prior communications, negotiations, understandings, and agreements between the parties, whether oral or written, regarding the disclosure of Confidential Information. This Agreement may only be amended by written document signed by both Parties. There are no representations, covenants, warranties, promises, contracts, or undertakings, oral or written, by or between the parties other than as set forth in this Agreement.

17. Authority. The undersigned represent and warrant that they have the authority to enter into this Agreement on behalf of the parties. Further, the Disclosing Party represents, warrants and covenants that it owns and/or has the right to disseminate the Confidential Information for any and all purposes of this Agreement, and that it has not otherwise entered into any agreement with any third party which would encumber or otherwise interfere with the obligations of that party hereunder.

IN WITNESS WHEREOF, the parties duly authorized representatives have executed this Confidentiality Agreement as of the day and year first written above.

[Company]	**Modular MOPU, LLC**
By: _____	By: _____
Name: _____	Name: Craig T. Castille
Title: _____	Title: Managing Member