



CWSI

CONTAIN WATER SYSTEMS INC.

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**CONTAIN WATER SYSTEMS INC. POLICIES,
STANDARD TERMS & CONDITIONS – CWSI
PURHCASING FROM VENDORS:**

Upon the acceptance and fulfillment of an order issued by Contain Water Systems Inc. (CWSI), Vendor (the term “Vendor” shall constitute any person, company, organization that provides services and/or products to CONTAIN WATER SYSTEMS INC. and has been issued an official purchase order) agrees to the following*:

*If any of these terms are not acceptable please contact us CONTAIN WATER SYSTEMS INC. purchasing PRIOR to order fulfillment 1-855-h20-tank.

CONTAIN WATER SYSTEMS INC. and Vendor intend to engage in a business relationship whereby Vendor would provide to CONTAIN WATER SYSTEMS INC. materials, equipment and/or services. In connection with the business relationship, CONTAIN WATER SYSTEMS INC. may disclose to Vendor, orally, in writing, by inspection or otherwise, Confidential Information (as defined below).

The Parties desire to formally set forth their understanding and agreement with respect to the treatment to be accorded to the Confidential Information and have done so in the provisions of these terms and conditions.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. For purposes of the terms and conditions, the term “Confidential Information” is defined to mean any knowledge, data, statistics, business plans, records, trade secrets, business secrets, operational methods, customer lists, concepts, ideas, policies, any social security numbers, and/or other information or data disclosed by CONTAIN WATER SYSTEMS INC. and/or its officers, employees, agents, consultants, or representatives to Vendor and/or its officers, employees, agents, consultants, or representatives (collectively “Vendor Employees”), which is not otherwise available to the public or CONTAIN WATER SYSTEMS INC. ’s competitors, including both the existence and contents of these terms and conditions.



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2. The term “Confidential Information” also includes, without limitation, the existence of the discussions between the Parties concerning the Proposed Transaction. The term “Confidential Information” does not include information which (1) is or becomes generally available to the public other than as a result of disclosure by Vendor Employees, (2) was within Vendor’s lawful possession on a non-confidential basis prior to being furnished by CONTAIN WATER SYSTEMS INC. , (3) becomes available to Vendor on a non-confidential basis from a source other than CONTAIN WATER SYSTEMS INC. Employees that is under no obligation to CONTAIN WATER SYSTEMS INC. to keep such information confidential, or (4) is developed by or for Vendor without any use of or reliance upon Confidential Information.

2. Vendor acknowledges that a breach of the purchasing terms, covenants or conditions contained in these terms and conditions will cause irreparable harm to CONTAIN WATER SYSTEMS INC. for which a remedy at law would not be adequate. In the event of such breach or threatened breach, CONTAIN WATER SYSTEMS INC. shall be entitled to seek appropriate injunctive relief in any court of competent jurisdiction, restraining Vendor and Vendor Employees from any such threatened or actual violation of the provisions of these terms and conditions. This provision does not limit CONTAIN WATER SYSTEMS INC. ’s rights to seek monetary damages in addition to injunctive relief and in no way is this paragraph intended to mean that injunctive relief sought by OR awarded to CONTAIN WATER SYSTEMS INC. is an election of remedies.
3. All Confidential Information obtained by Vendor or Vendor’s Employees prior to the update of the Purchasing Terms and Conditions shall also be subject to the terms of the terms and conditions.

3. Vendor shall retain any Confidential Information in strictest confidence and shall not use, exploit, or disclose, or permit the use, exploitation, or disclosure of any Confidential Information obtained from CONTAIN WATER SYSTEMS INC. except to persons or entities directly involved in the Proposed Transaction and then, only to the extent necessary in connection with the Proposed Transaction, or as otherwise required by law. Vendor shall inform Vendor Employees to whom Confidential Information is disclosed of the existence of these terms and conditions and of its provisions, and that the Confidential Information has been shared with Vendor in strict confidence. Vendor shall take all measures to ensure that Vendor Employees keep any Confidential Information strictly confidential and not use or exploit any of the Confidential Information in any manner without the written consent of CONTAIN WATER SYSTEMS INC. Vendor will be responsible for any breach or anticipated breach of this Agreement by any Vendor Employee or third party to whom it discloses Confidential Information.



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5. Vendor shall not, either directly or indirectly, publish or disclose any Confidential Information subject to these terms and conditions or use such Confidential Information for the benefit of itself or any third parties without the prior written consent of CONTAIN WATER SYSTEMS INC. . In the event that Vendor terminates discussions with respect to the Proposed Transaction for any reason, Vendor shall immediately thereafter, either destroy (and supply confirmation thereof to CONTAIN WATER SYSTEMS INC.) or deliver to CONTAIN WATER SYSTEMS INC. , without retaining copies thereof, any and all Confidential Information obtained in connection with the Proposed Transaction. In any event, Vendor shall maintain confidentiality of Confidential Information after such return or destruction.
6. Vendor may, from time to time, have reason to directly communicate with CONTAIN WATER SYSTEMS INC. 's clients. Vendor covenants and agrees that they shall not engage in any competing business transactions with any client of CONTAIN WATER SYSTEMS INC. , or directly or indirectly enable any third party to engage in any business transactions with any client of CONTAIN WATER SYSTEMS INC. , which transaction could reasonably be construed to compete with the business interests of CONTAIN WATER SYSTEMS INC. , for a period of five (5) years after the last contact between Vendor and client. This five (5) year period shall re-start with each Vendor contact with client, whether that contact be in writing, electronic, oral, or otherwise. Furthermore, purchase orders being fulfilled by Vendors need to be void of product branding in any form (this includes for example, but not limited to, branding on the product, packaging, any included literature, labels, etc). CONTAIN WATER SYSTEMS INC. may request that Branding or documents be included on the product or with shipment. Should branding be added to any product that is ordered, the branding will be formally communicated at the time of order placement. All shipment should be shipped blind or 3rd party in such a manner to ensure that the Vendor not be discernable by CONTAIN WATER SYSTEMS INC. customer.
7. Vendor shall not, without the prior written consent of CONTAIN WATER SYSTEMS INC. , make any public statement, announcement or release or publication with respect to the Proposed Transaction, including, without limitation, the existence of the discussions between the Parties concerning the Proposed Transaction. Notwithstanding the foregoing, either Party may make such disclosures as may be necessary to comply with the requirements of any applicable law, governmental order or regulation in connection therewith.
8. In the event that Vendor or Vendor's Employees are requested or required to disclose any Confidential Information subject to these terms and conditions in a legal or regulatory proceeding, Vendor



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shall provide CONTAIN WATER SYSTEMS INC. with prompt written notice of any such request or requirements in order to provide CONTAIN WATER SYSTEMS INC. an opportunity to seek a protective order or other appropriate remedy. Vendor shall cooperate with CONTAIN WATER SYSTEMS INC. and its counsel in CONTAIN WATER SYSTEMS INC.'s efforts to prevent or limit such disclosure of Confidential Information.

9. Subject to the restrictions on the use and disclosure of Confidential Information in these terms and conditions neither the discussions between the Parties with respect to the Proposed Transaction nor the disclosure of Confidential Information shall be construed as requiring any Party to refrain from engaging in any business the same as or similar to the business in which the other is now engaged.

10. Either Party may terminate this Agreement at any time, and for any reason, by sending written notice of its intent to do so. Notwithstanding any such termination, all rights and obligations hereunder shall survive, with respect to Confidential Information disclosed prior to such termination, unless superseded by definitive other agreement of the Parties.

11. These terms and conditions shall be governed by the laws, but not the rules relating to choice of law, of the State of Texas. The Parties agree that the federal and state courts sitting in the County of Austin, Texas, shall have personal jurisdiction over all Parties and any action involving a dispute under this Agreement shall have as its venue a court located in the City of Austin, Texas. For those matters over which the federal courts have exclusive jurisdiction, the Parties specifically agree to personal jurisdiction in the Federal Court for the Middle District of Texas, and venue in Austin, Texas.

12. These terms and conditions and all of its terms and provisions shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors and assigns.

13. The invalidity or non-enforceability of any term or provision contained in these terms and conditions shall not void or impair the terms and conditions remaining provisions, which shall remain in full force and effect as if no such invalid or unenforceable provision existed.

14. Confidential Information is provided on an "As-Is" basis, with no warranty of any nature whether oral or written, statutory, express or implied.



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15. Nothing contained in these terms and conditions shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to Vendor or in any intellectual property rights related thereto. No right, title, or interest shall vest in the recipient of any Confidential Information by way of any action taken under these terms and conditions. These terms and conditions shall not be construed to grant any license or assignment of any Confidential Information.

16. In any dispute arising under these terms and conditions, the prevailing Party shall be entitled to an award of their reasonable attorney's fees and costs incurred in seeking relief including but not limited to costs of experts, investigators, court costs, pre-suit costs, costs of copies and facsimiles, travel, per diem costs, and all other costs reasonably incurred.

The Parties (CONTAIN WATER SYSTEMS INC. and Vendor) have caused this Agreement to be executed on the date of Purchase Order acceptance.



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