



Access Agreement – Indications of Interest

I, _____

- Am acting in my own capacity; or
- Am acting on behalf of the following firm: _____

I acknowledge that before I am granted access by CHX Holdings, Inc. (“CHX Holdings”) to information underlying any of the indications of interest (“Indications”) to purchase or sell common stock of CHX Holdings that are posted of the CHX Holdings Indication of Interest Board (the “I-Board”), I must agree to the terms and conditions set forth below.

I agree that before any information underlying any of the Indications posted on the I-Board is provided to me, CHX Holdings may in its sole discretion decline to grant me access to such information. I acknowledge and understand that if CHX Holdings does give me access to the Indications, I will have information that is unavailable to the public, including, but not limited to, the following information: (i) Indications of which CHX Holdings has been made aware (including Indications not disseminated on the I-Board); (ii) names and contact information of persons who have submitted Indications to CHX Holdings; and (iii) dates and times when Indications were received by CHX Holdings (collectively, “Confidential Information”). All Confidential Information shall be held in confidence by me to the same extent and in at least the same manner as I protect my own confidential or proprietary information. I shall not disclose, publish, release, transfer or otherwise make available Confidential Information in any form to, or for the use or benefit of, any other individual or firm.

I shall hold CHX Holdings, including its subsidiaries and affiliates, agents and employees, harmless from and against any and all actions, losses, claims, damages, liabilities or expenses to which CHX Holdings may become subject, insofar as such arise out of or are based upon (i) any Indications received by CHX Holdings; (ii) any determination by CHX Holdings that prevents me from accessing Indications or information underlying the Indications; (iii) my inability to access information, as a result of any conduct, act or omission on the part of CHX Holdings; or (iv) any consummated or attempted transaction in CHX Holdings shares between myself and any other person.

Further, I hereby agree to the following terms and conditions: (a) CHX Holdings has no obligation to respond to my request for unsolicited copies of the latest Indications submitted to CHX Holdings or to provide information associated with those Indications; (b) under no circumstances will CHX Holdings undertake, nor shall I understand CHX Holdings to undertake, any obligation to notify anyone of any changes in any Indications or otherwise provide any unsolicited information to me; (c) once I have received information from CHX Holdings, it is my sole responsibility to act on such information

independently from CHX Holdings, if I so choose, and my failure to do so is not CHX Holdings' responsibility; (d) to the extent that I inform CHX Holdings of Indications, I shall update CHX Holdings promptly if any such Indication placed by me is no longer valid (including, without limitation, upon consummation of any agreement to purchase or sell shares of CHX Holdings common stock that were the subject of an Indication), including the number of shares and sale price; (e) CHX Holdings will only provide information upon specific request by me via e-mail or telephone; (f) CHX Holdings is not soliciting purchases, sales, or offers to purchase or sell shares of CHX Holdings common stock on behalf of itself or any other party; (g) CHX Holdings takes no responsibility for information provided to or by CHX Holdings as contemplated by this Agreement; (h) CHX Holdings makes no representation that Indications are bona fide, currently available or are the best available means for valuing the shares; (i) persons who receive information from CHX Holdings may contact one another directly regarding the potential purchase or sale of CHX Holdings common stock; (j) CHX Holdings will not assist any person in negotiating with any other person who has indicated an interest in purchasing or selling CHX Holdings common stock; (k) CHX Holdings does not guarantee completion of any purchase or sale transaction; (l) CHX Holdings assumes no obligation for the continued performance of functions described herein or contemplated hereby, and may modify or waive these procedures, impose additional conditions generally or in specific instances, or cease to receive or provide information concerning indications, temporarily or permanently, at any time without prior notice; (m) CHX Holdings is not establishing a market for shares of CHX Holdings common stock by providing this information on a selective basis; (n) information that may be provided is not complete in that, among other things, CHX Holdings has not solicited anyone to provide this information and does not solicit purchases or sales or offers to purchase or sell CHX Holdings common stock; and (o) there may be other means for me to purchase or sell CHX Holdings common stock, such as contacting persons whom I believe may be CHX Holdings stockholders.

I acknowledge and understand that (i) shares of CHX Holdings stock are not listed or traded on any market and have not been registered with the Securities and Exchange Commission and (ii) the market for shares of CHX Holdings stock may be highly illiquid and that there is no guarantee that I will be able to recover my investment or sell at the rates indicated at any time on the I-Board.

Signature

Date

Print Name and Title

Phone Number

E-Mail Address