MUTUAL NON-DISCLOSURE AGREEMENT

This MUTUAL NON-DISCLOSURE AGREEMENT (this "Agreement") is made effective as of

  ,202   (the "Effective Date") between Synel Americas, Inc. located at 8665 East Hartford

Drive, Suite 100, Scottsdale, AZ 85255 and   , located at

                                                            .

WHEREAS, the parties hereto wish to explore the possibility of entering into a business relationship with each other that may require each party to disclose Confidential Information (as defined herein) to the other party. Each of the parties listed above may be individually referred to as a "Party" and jointly referred to as "Parties" in this Agreement.

1. DEFINITIONS

   Wherever used in this Agreement the following terms shall have the meanings set forth below:

   "Confidential Information" means any and all financial, technical, marketing, commercial, legal or other information of whatever nature that relates to the products or services or the business of the Disclosing Party which is disclosed by the Disclosing Party in connection with the Purpose, including the Purpose, irrespective of whether such information is disclosed in writing, verbally or in any other form. However, the term Confidential Information shall not include any information that (a) at the time of disclosure, is in the public domain; (b) becomes, after disclosure, part of the public domain through no fault and/or breach of the Receiving Party; (c) is known to the Receiving Party prior to disclosure by the Disclosing Party, without any obligation of confidentiality; (d) is received without any obligation of confidentiality from a third party who had a lawful right to disclose such information; or, (e) is independently developed by the Receiving Party without use of the Confidential Information of the Disclosing Party.

   "Disclosing Party" means the Party disclosing Confidential Information to the other Party under this Agreement. "Purpose" means the evaluations, discussions and negotiations regarding a potential business relationship, and any resulting business relationship. "Receiving Party" means the Party receiving Confidential Information from the other Party under this Agreement.

2. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

   2.1 The Receiving Party shall keep all Confidential Information received from the Disclosing Party as strictly confidential and, except as expressly permitted herein, shall not disclose it to any third parties without the prior written consent of the Disclosing Party.

2.2　The Receiving Party shall use the same degree of care in safeguarding the Disclosing Party's Confidential Information that it uses for its own information of like sensitivity and importance, but no less than a reasonable degree of care to prevent the unauthorized disclosure of Confidential Information. Immediately upon becoming aware of any unauthorized disclosure of Confidential Information in its possession, the Receiving Party shall notify the Disclosing Party thereof and take reasonable measures to mitigate the effects of such disclosure and to prevent any further disclosure.

3.　USE OF CONFIDENTIAL INFORMATION

The Receiving Party may use the Confidential Information of the Disclosing Party only for the Purpose.

4.　PERMITTED DISCLOSURE OF CONFIDENTIAL INFORMATION

4.1　The Receiving Party may disclose Confidential Information to its employees, directors, consultants and advisors, provided such persons need to know the information for executing the Purpose. The Receiving Party shall be fully liable for the compliance by its employees, directors, consultants and advisors with the terms of this Agreement.

4.2　Notwithstanding Clause 2.1 above, the Receiving Party shall not be prevented from disclosing Confidential Information received from the Disclosing Party if (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over the Receiving Party or (ii) such disclosure is otherwise required by law or by any binding applicable stock exchange rules, provided, that the Receiving Party shall first, to the extent possible, notify the Disclosing Party of the required disclosure and make reasonable efforts to reduce any damage to the Disclosing Party resulting from such disclosure.

5.　OWNERSHIP

Confidential Information disclosed by the Disclosing Party shall remain the property of the Disclosing Party and nothing herein shall be deemed as granting or transferring to the Receiving Party any express or implied license or other right to such Confidential Information. Nothing in this
Agreement shall be construed as granting a license under any patent or copyright.

6.　COPYING AND RETURN OF MATERIALS

6.1　The Receiving Party shall not copy samples, models, computer programs, drawings, documents or other items furnished by the Disclosing Party hereunder and containing. Confidential Information, unless and only to the extent as necessary for the Purpose.

6.2　All samples, models, computer programs, drawings, documents, and other items furnished hereunder or containing Confidential Information shall remain the Disclosing

Party's property. Such items (including copies thereof) shall be promptly returned or destroyed by the Receiving Party, at its own cost, upon the Disclosing Party's request. The Receiving Party shall certify in writing to the Disclosing Party that all such items and copies have been returned and/or destroyed (as applicable).

7. NO REPRESENTATIONS OR WARRANTIES

All information, including Confidential Information, is provided "as-is." All representations and warranties, WHETHER expressed, implied or otherwise, including fitness for a particular purpose, merchantability, and non-infringement, are hereby EXPRESSLY disclaimed by the Parties. Nothing in this Agreement shall be construed as an obligation of the Disclosing Party to provide further information to the Receiving Party or to update the Confidential Information or to correct inaccuracies therein.

8. TERM AND TERMINATION

8.1 This Agreement shall become effective as of the Effective Date. Either Party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other Party.

8.2 This Agreement shall remain in force for (3) years from the Effective Date, unless this Agreement is earlier terminated as provided herein or superseded by mutual agreement.

8.3 Notwithstanding Clause 8.2 above, the Receiving Party's duty in Section 2 and Section 3 to protect the Disclosing Party's Confidential Information expires three (3) years from the termination or expiration date of this Agreement. Furthermore, Clauses 5 through 10 shall survive any termination or expiration of this Agreement.

9 GOVERNING LAW

This Agreement shall be exclusively governed by the laws of the State of Arizona without regard to the conflict of laws principles thereof.

10 MISCELLANEOUS

This Agreement shall not be construed as creating an obligation for either Party to disclose Confidential Information to the other Party or an obligation to enter into any other agreement or arrangement with the other Party.

10.1 Each Party agrees to comply with all applicable export laws, including those of the United States and other applicable jurisdictions, with respect to disclosure of Confidential Information.

10.2 Neither Party may assign this Agreement without the prior written consent of the other Party; provided, however, that either Party may assign or transfer this Agreement without consent to any successor by way of merger, acquisition, or sale of all or substantially all of the assets relating to

this Agreement. This Agreement shall be binding upon, and shall inure to the benefit of, the permitted successors and assigns of the Parties hereto.

10.3 The failure by either Party to enforce any provision of this Agreement or to exercise any right in respect thereto shall not be construed as constituting a waiver of its right hereunder.

10.4 This Agreement, including attachments, if any, embodies the entire understanding between the Parties pertaining to the subject matter hereof. Any amendment to this Agreement shall be agreed in writing and be duly signed by both Parties and shall make reference to this Agreement.

10.5 Nothing in this Agreement shall prevent the Parties from seeking any injunctive or equitable relief or to enforce any arbitration award in any court of competent jurisdiction.

10.6 This Agreement may be executed in duplicate originals, or in separate counterparts, which are effective as if the parties signed a single original. A facsimile of an original signed Agreement transmitted to the other party is effective as if the original was sent to the other party.

Synel Americas, Inc.   _____

By:_____   By:_____
Signature   Signature

Tom Krueger_____   _____
Printed Name   Printed Name

CEO_____   _____
Title   Title

_____   _____
Date Signed   Date Signed