

CONFIDENTIALITY AGREEMENT

In connection with a possible business relationship between _____ (as hereinafter defined) (“**COMPANY**”) located at _____ and Synectic Engineering Inc. ("Synectic"), located at 11 Lunar Drive, Woodbridge, CT. 06525, representatives of COMPANY and Synectic may disclose to the other, either orally, in writing or by inspection, information concerning their respective businesses, products, services or financial condition that would be helpful in evaluating and entering into a potential business relationship. In order to induce this disclosure, each party agrees that the information furnished to it will be received under the terms of this agreement and used solely for the purpose of evaluating and entering into a possible business relationship.

As used in this agreement, the term “**Confidential Information**” includes all such information furnished by COMPANY or Synectic, to the other, whether furnished before, on or after the date of this agreement and furnished in any form, including but not limited to written, verbal, visual, electronic or in any other media or manner. Confidential Information includes but is not limited to all proprietary technologies, know-how, trade secrets, discoveries, inventions and any other intellectual property (whether or not patented), analyses, compilations, business or technical information and other materials prepared by COMPANY or Synectic, containing or based in whole or in part on any such information furnished by the other party. Confidential Information also includes the existence of this agreement and its terms and the fact that each party is evaluating the other party’s Confidential Information.

Confidential Information does not include, however, information concerning COMPANY or Synectic which (a) is or generally available to the public or within the industry to which such information relates other than as a result of a breach of this agreement; provided, however, that the fact that such Confidential Information may be the subject of an unpublished patent application, copyright or other limited disclosure required by a government entity shall not cause it to be within an exception hereunder, or (b) is already known by the receiving party at the time of disclosure as evidence by the receiving party’s written records, or (c) becomes available to the receiving party on a non-confidential basis from a source that is entitled to disclose it on a non-confidential basis, or (d) was or is independently developed by or for the receiving party without reference to the Confidential Information, as evidence by the receiving party’s written records.

COMPANY and Synectic agree that they will not disclose the other party’s Confidential Information to any third party without prior written consent of the other party except as required by law or regulation; provided, however, that prior to making any such legally required disclosure, the party making such disclosure shall give the other party as much prior notice of the requirement for and contents of such disclosure as is practicable under the circumstances. Notwithstanding the foregoing, each party may disclose the other party’s Confidential Information to any of its Affiliates which (i) need to know such Confidential Information for the purpose of evaluating or entering into a possible business relationship, (ii) are advised of the contents of the agreement, and (iii) agree to be bound by the terms of this agreement, provided, however, that only an Affiliate to which such Confidential Information is actually disclosed and received will be bound by the terms of the agreement.

The disclosure of Confidential Information under this agreement does not obligate the parties to enter into any further agreement relating to a business relationship between them. If either party terminates discussions concerning a possible business relationship for any reason, each party will promptly destroy or return all Confidential Information obtained from the other party, except for one copy which may be kept for archival purposes.

This agreement is considered a contract made under the laws of the State of Connecticut, USA, and for all purposes the agreement and any related documents and notices will be interpreted and governed by the laws of Connecticut. This agreement does not prevent either party from seeking injunctive relief.

This agreement will terminate upon the expiration of a period of three (3) years from the date above.

This agreement will be binding upon, inure to benefit of, and be enforceable by and against the successors and assigns of each party. COMPANY and Synectic each agree to be responsible for any breach of this agreement by its representatives.

With respect to COMPANY, "**Affiliate**" means COMPANY and any corporation, firm, partnership or other entity within COMPANY. "Affiliate" for either party shall also include consultants involved in the business relationship who are obligated to maintain the confidential nature on the information and have a reasonable need to know the Confidential Information in order to evaluate the possible business relationship, or to make decisions or render advice in connection therewith.

Any amendment, modification or waiver of this agreement or any of its terms must be agreed to in writing signed by both parties. All confidentiality agreements previously executed by Synectic and COMPANY and/or a COMPANY Affiliate which restrict the use and disclosure of the other party's Confidential Information shall continue in accordance with their terms solely with respect to Confidential Information disclosed prior to the effective date of this agreement, while this agreement shall supersede any such confidentiality agreement with respect to all Confidential Information disclosed by the parties or a COMPANY Affiliate on or after the effective date of this agreement. Except as stated in the preceding two sentences, this agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained in it.

Company: _____	Synectic Engineering, Inc.
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____