

MUTUAL NONDISCLOSURE AGREEMENT

Date:

Name and address of company or individual ("Counterparty"):

THIS MUTUAL NONDISCLOSURE AGREEMENT ("Agreement") is made and entered into by and between Counterparty and Tynax, Inc. an incorporated corporation organized and existing under the laws of Delaware, operating from 8275 South Eastern Ave #200, Las Vegas, NV 89123 ("Tynax"). Tynax and Counterparty will be individually referred to as a "party" and jointly referred to as the "parties".

1. Purpose. The parties wish to explore a business opportunity of interest to the parties and their clients. In connection therewith, each party may disclose to the other certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.
2. Confidential Information. "Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plans and equipment), which is designated as "Confidential," "Proprietary" or some similar designation. Confidential Information shall also include, without limitation, terms, conditions, pricing, notes, analyses, correspondence and draft documents regarding a potential business opportunity or relationship. Information communicated orally shall also be considered Confidential Information. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; and (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession. Notwithstanding the foregoing, if receiving party is requested or required to disclose Confidential Information of the disclosing party by a governmental, judicial or regulatory authority or by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other legally binding process, it is agreed that the receiving party will provide to the disclosing party prompt notice of any such request or requirement and provide reasonable cooperation to the disclosing party (at the disclosing party's expense) to enable the disclosing party the ability to seek an appropriate protective order or other appropriate remedy or to waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or the disclosing party grants a waiver hereunder, the receiving party subject to the disclosure requirement may furnish that portion (and only that portion) of the Confidential Information which it determines, with the advice of its counsel, it is legally compelled to disclose and will use reasonable efforts to obtain reliable assurance that confidential treatment will be maintained.
3. Non-use and Non-disclosure. The receiving party will restrict disclosure of Confidential Information to those of its employees, agents, contractors, and clients with a need to know such information and who are obligated per a written agreement to protect Confidential Information.
4. Maintenance of Confidentiality. Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party.
5. No Obligation. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity or potential business relationship.
6. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

7. Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party or destroyed, upon the disclosing party's written request.
8. No License. Nothing in this Agreement is intended to grant any implied rights or licenses to either party under any patent, trade secret, trademark, mask work right, copyright or any other intellectual property right in the applicable jurisdiction of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.
9. Term. The obligations of each receiving party hereunder shall survive for the lesser of: (i) three (3) years from the date of disclosure; (ii) until such time as all Confidential Information of the other party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party; or (iii) the consummation of a business transaction between the parties documented in a written agreement.
10. Remedies. Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.
11. Jurisdiction. This Agreement shall be governed by the laws of the State of Texas, without reference to conflicts of law principles. Both Parties consent to submit to the jurisdiction of the Superior Court of San Francisco, California and waive the right to object to venue being set in San Francisco, California.
12. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

This unmodified Agreement forms a binding contract upon being signed, dated by the Counterparty and submitted to Tynax.

Agreed



Counterparty

David Smith

CEO

Tynax, Inc.