



Non circumvention, non disclosure and confidentiality agreement.

This Agreement, made and entered into this day of May 14, 2008 shall obligate the undersigned parties and their partners, associates, employers, affiliates, subsidiaries, parents, company, nominees, representatives, employees, successors, clients, and assigns, hereinafter referred to as (the "Parties"), jointly, severally, mutually and reciprocally for the terms and conditions expressly stated and agreed to below. and that this agreement may be referenced from time to time in any document (s) or agreements. The terms and conditions of this agreement apply to any exchange of information written or oral, involving financial information, personal or corporate names, contract initiated by or involving the "Parties", and any additional, renewal, extension. roll-over. Amendment, re-negotiation, or new agreement, hereinafter referred to as the ("Project/Transaction") for the purpose of all software project.

NOW, THEREFORE, IT IS AGREED:

1. The "Parties" intending to be legally bound, hereby irrevocably agree, and guarantee each other they shall not, directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass, or obviate each other's interest, or the interest or relationship between the "Parties" with producers, sellers, buyers, brokers, dealers, distributors, financial institutions, technology owners, developers or manufacturers, to change, increase or avoid directly or indirectly payment of established or to be established fees, commissions, or continuance of pre-established relationship or intervene in non contracted relationship with manufacturers or technology owners with intermediaries, entrepreneurs, legal counsel, or initiate buy/sell relationships, or transactional relationships that by-pass one of the "Parties" with any corporation, producer, technology owner, partnership, or individual revealed or introduced by one of the "Parties" to one another in connection with any on-going or future "transaction" or "project".
2. Furthermore, the "Parties" irrevocably agree that they shall not disclose or otherwise reveal directly or indirectly to any third party, any confidential information provided by one party to the other, or otherwise acquired, particularly, contract terms, product information, or manufacturing processes, prices, fees, financing arrangements, schedules, and information concerning the identity of sellers, producers, buyers, dealers, borrowers, brokers, lenders, distributors, developers, manufacturers, technology owners, or their representatives, and specific individual names, addresses, principals, or telex/fax/telephone numbers, references, product or technology information, and/or all other information, advised by one "Party" to another as being confidential or privileged, without the prior specific written consent of the "Party" providing such information. Neither "Party" may be held liable if, through no action or fault of the later, any of the above mentioned confidential information is released by the owner or a third party.

3. This agreement shall be valid for a minimum period of three (3) years from the date of the agreement, and for two (2) years after completion of each transaction or exchange of information, whichever occurs later, with an additional two (2) years automatic roll-over/renewal at the close of each transaction or exchange of information, and thereafter at the end of any roll-over period, without the need for advisement, unless mutually agreed in writing to be terminated by all the "Parties", which termination can occur at any moment, and must be acknowledged by notice through certified mail. thereof. if notice is not given by all the "Parties" within ten (10) days after the beginning of a new roll-over period, it shall be construed that the agreement is in full force, and in effect between the "Parties" for another two (2) years.

4. The undersigned parties do hereby accept and agree to fulfill obligations due to agents and facilitators. In the event of direct, or even indirect circumvention through a third party, the circumvented party shall be entitled to legal monetary award equal to the maximum service fees it should have realized from the transaction.

Any dispute arising during the execution of this contract shall be settled amicably. If parties fail to do so, they shall accept as final the decisions of the court of arbitration of the International Chamber of Commerce, Swiss Law to apply. Expedite procedure format and all proceedings are to be continued in English and shall be settled by arbitration in accordance with the laws of United States.

Authorized Signature

**Diezel Holding Inc
10784 Plantation Bay Dr
Tampa Fl 33647**

Authorized Signature for the buyer

Chan Choy