MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into on this ___ day of _____, 20__ by and between:

1. TWAI, LLC, having its registered office or based in 23999 Northwestern Hwy. Suite 110, Southfield, MI 48075, USA hereinafter referred to as "Party A" and

2. _____, having its registered office or based in _____ hereinafter referred to as "Party B"

Individually referred to as a Party or collectively as the Parties.

WHEREAS:

The Parties hereto desire to participate in early discussions regarding entering into a future agreement, partnership or collaboration for purpose(s) as set forth in Section 2 below.

Throughout the aforementioned discussions, Parties may share between themselves proprietary information or Confidential Information under the terms and covenants set forth below.

THE PARTIES HERETO AGREE AS FOLLOWS:

1 Confidential Information

1.1 For the purposes of this Agreement, Confidential Information means any data or information that is proprietary to or possessed by a Party and not generally known to the public or that has not yet been revealed, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

(i) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;

(ii) any concepts, samples, reports, data, know-how, works-in-progress, designs, drawings, photographs, development tools, specifications, software programs, source code, object code, flow charts, and databases;

(iii) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the Party's past, present or future business activities, or those of its affiliates, subsidiaries and affiliated companies;

(iv) trade secrets; plans for products or services, and customer or supplier lists;

(v) any other information that should reasonably be recognized as Confidential Information by the Parties.

1.2 The Parties agree hereby that Confidential Information needs not to be novel, unique, patentable, copyrightable or constitutes a trade secret in order to be designated Confidential Information and therefore protected.

1.3 Confidential Information shall be identified either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the confidential nature of the information. Such notification shall be done orally, by e-mail or written correspondence, or via other appropriate means of communication.

1.4 The Parties hereby acknowledge that the Confidential Information proprietary to each Party has been developed and obtained through great efforts and shall be regarded and kept as Confidential Information.

1.5 For the purposes of this Agreement, the Party which discloses Confidential Information within the terms established hereunder to the other Party shall be regarded as the Disclosing Party. Likewise, the Party which receives the disclosed Confidential Information shall be regarded as the Receiving Party.

1.6 Notwithstanding the aforementioned, Confidential Information shall exclude information that:

(i) is already in the public domain at the time of disclosure by the Disclosing Party to the Receiving Party or thereafter enters the public domain without any breach of the terms of this Agreement;

(ii) was already known by the Receiving Party before the moment of disclosure (under evidence of reasonable proof or written record of such disclosure);

(iii) is subsequently communicated to the Receiving Party without any obligation of confidence from a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;

(iv) becomes publicly available by other means than a breach of the confidentiality obligations by the Receiving Party (not through fault or failure to act by the Receiving Party);

(v) is or has been developed independently by employees, consultants or agents of the Receiving Party (proved by reasonable means) without violation of the terms of this Agreement or reference or access to any Confidential Information pertaining to the Parties.

2 <u>Purpose of the Disclosure of Confidential Information</u>

The Parties will enter into discussions regarding _____

_____

3 Undertakings of the Parties

3.1 In the context of discussions, preparations or negotiations, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party agrees to use the Confidential Information solely in connection with purposes contemplated between the Parties in this Agreement and not to use it for any other purpose or without the prior written consent of the Disclosing Party.

3.2 The Receiving Party will not disclose and will keep confidential the information received, except to its employees, representatives or agents who need to have access to the Confidential Information for the purpose of carrying out their duties in connection with the permitted purposes specified in clause 2. The Receiving Party will inform them about the confidential quality of the information provided and will ensure that their agreement is obtained to keep it confidential on the same terms as set forth in this Agreement. Hence the Receiving Party will be responsible for ensuring that the obligations of confidentiality and non-use contained herein will be strictly observed and will assume full liability for the acts or omissions made for its personnel representatives or agents.

3.3 The Receiving Party will use the Confidential Information exclusively for the permitted purpose stated in clause 2 and not use the information for its own purposes or benefit.

3.4 The Receiving Party will not disclose any Confidential Information received to any third parties, except as otherwise provided for herein.

3.5 The Parties shall treat all Confidential Information with the same degree of care as it accords to its own Confidential Information.

3.6 All Confidential Information disclosed under this Agreement shall be and remain the property of the Disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. Principally, nothing in this Agreement shall be deemed to grant to the Receiving Party a license expressly or by implication under any patent, copyright or other intellectual property right. The Receiving Party hereby acknowledges and confirms that all existing and future intellectual property rights related to the Confidential Information are exclusive titles of the Disclosing Party. For the sake of clarity based in reciprocity and good faith of the Parties, the Receiving Party will not apply for or obtain any intellectual property protection in respect of the Confidential Information received. Likewise, any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party.

3.7 The Receiving Party shall promptly return or destroy all copies (in whatever form reproduced or stored), including all notes and derivatives of the Confidential Information disclosed under this Agreement, upon the earlier of (i) the completion or termination of

the dealings contemplated in this Agreement; (ii) or the termination of this Agreement; (iii) or at the time the Disclosing Party may request it to the Receiving Party.

3.8 Notwithstanding the foregoing, the Receiving Party may retain such of its documents as required to comply with mandatory law, provided that such Confidential Information or copies thereof shall be subject to an indefinite confidentiality obligation.

3.9 In the event that the Receiving Party is asked to communicate the Confidential Information to any judicial, administrative, regulatory authority or similar or obliged to reveal such information by mandatory law, it shall notify promptly the Disclosing Party of the terms of such disclosure and will collaborate to the extent practicable with the Disclosing Party in order to comply with the order and preserve the confidentiality of the Confidential Information.

3.10 The Parties agree that the Disclosing Party will suffer irreparable damage if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the Disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such a breach, an award of actual and exemplary damages from any court of competent jurisdiction.

3.11 The Receiving Party shall immediately notify the Disclosing Party upon becoming aware of any breach of confidence by anybody to whom it has disclosed the Confidential Information and give all necessary assistance in connection with any steps which the Disclosing Party may wish to take prevent, stop or obtain compensation for such a breach or threatened breach.

3.12 The Confidential Information subject to this Agreement is made available "as such" and no warranties of any kind are granted or implied with respect to the quality of such information including, but not limited to, its applicability for any purpose, non-infringement of third party rights, accuracy, completeness or correctness.

3.13 Neither Party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Further, neither Party shall have any liability to the other Party resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

3.14 Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.

3.15 Each party will comply with the applicable United States' export laws and regulations for any technical data exchanged under this agreement.

4 Miscellaneous

4.1 Duration and Termination

This Agreement shall remain in effect for a term of 3 (three) years. Notwithstanding the foregoing, the Receiving Party's duty to hold in confidence Confidential Information that was disclosed during the term shall remain in effect indefinitely, save otherwise agreed.

4.2 **Applicable Law and Jurisdiction**

This Agreement shall be construed and interpreted by the laws of State of Michigan, USA. The court of State of Michigan, USA shall have jurisdiction.

4.3 **Validity**

If any provisions of this Agreement are invalid or unenforceable, the validity of the remaining provisions shall not be affected. The Parties shall replace the invalid or unenforceable provision by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.

4.4 **Subsequent Agreements**

Ancillary agreements, amendments or additions hereto shall be made in writing.

4.5 **Communications**

Any notices or communications required between the Parties shall be delivered by hand, e-mail, or mailed by registered mail to the address of the other Party as indicated above. Any subsequent modification of a Party's address should be reasonably communicated in advance to the effect of this Agreement.

5 Competition

The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either Party from developing, making or marketing products or services that are or may be competitive with the products or services of the other; or providing products or services to others who compete with the other Party; as long as those results have not become from a breach of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Mutual Non-Disclosure Agreement to be executed as of the date stated above.

FOR	FOR
TWAI, LLC ("Party A")	_____ ("Party B")
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____