

Nondisclosure Agreement

This agreement is made as of _____, 2010 by and between **DERJERS INTERNATIONAL** with principal offices at **15125 Harper Ave. Detroit MI, 48224** (the Company) and _____ (the Recipient, with principal offices at _____).

1. The Purpose. The Company and The Recipient wish to explore a potential business relationship in connection with which the Company may disclose its Confidential Information (as defined below) to the Recipient, (The Relationship).

2. Definition of Confidential Information. Confidential Information means any information, technical data, or know-how, including but not limited to, that which relates to research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances of the Company, which all shall be deemed as Confidential Information. Confidential Information does not include information, technical data or know how which (i) is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure, or (ii) prior to or after the time of disclosure becomes part of the public knowledge or literature other than as a result of any improper inaction or action of the Recipient or, (iii) is approved by the Company, in writing, for release.

3. Nondisclosure of Confidential Information. The Recipient agrees not to use any Confidential Information disclosed to it by the Company for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of the Relationship. The Recipient will not disclose any Confidential Information of the Company to parties outside the Relationship or to employees of the Recipient other than employees or agents under appropriate burden of confidentiality and who are required to have the information in order to carry out the discussions regarding the Relationship. The Recipient agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Company in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include the highest degree of care that the receiving party utilizes to protect its own Confidential Information of a similar nature. The Recipient agrees to notify the Company in writing of any misuse or misappropriation of Confidential Information of the disclosing party, which may come to the receiving party's attention.

4. Publicity. The Recipient will not, without prior consent of the other party, disclose any other person, the fact that Confidential Information of the Company has been disclosed under this agreement, that discussions or negotiations are taking place between the parties, or any of the terms conditions, status or other facts with respect thereto, except as required by law and then only with prior notice as soon as possible to the Company.

5. Return of Materials. Any materials or documents that have been furnished by the Company to the Recipient in connection with the Relationship will be promptly returned by the Recipient, accompanied by all copies of such documentation or certification of destruction, within (10) days after (i) the Relationship has been terminated or (ii) the written request of the Company.

6. Patent or Copyright Infringement. Nothing in this agreement is intended to grant any rights to the Recipient with regard to any and all rights of the Company's rights to patents or copyrights.

7. Term. The forgoing commitments of each party shall survive any termination of the Relationship between the parties for a period of three years after application of Section 5 above.

8. Successors and Assigns. This agreement shall be binding upon and for the benefits of the undersigned parties, their successors and assigns, provided that Confidential Information of the Company may not be assigned without the prior written consent of the Company. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

9. Governing Law. This agreement shall be governed by and enforced in accordance with the laws of the State of Michigan and shall be binding upon the Recipient in the United States and worldwide.

10. Remedies. The Recipient agrees that any violation or threatened violation will cause irreparable injury, both financial and strategic, to the Company and in addition to any and all remedies that may be available, in law, in equity or otherwise, the Company shall be entitled to injunctive relief against the threatened breach of this Agreement by the Recipient without the necessity of proving actual damages.

In Witness whereof, this Nondisclosure Agreement is executed as of the date first above written:

Recipient

Company

Title