



Confidentiality and Nondisclosure Agreement

Whereas, Micor Industries, Inc. agrees to furnish _____ certain confidential information relating to product, ideas or inventions for the purpose of determining an interest in manufacturing, developing, selling and/or joint venturing;

Whereas, _____ agrees to review, examine, inspect or obtain such confidential information only for the purpose described above, and to otherwise hold such information confidential pursuant to the terms of this agreement.

Be it known, the Micor Industries, Inc. has or shall furnish to _____ certain confidential information and may further allow _____ the rights to discuss or interview representatives of Micor Industries, Inc. on the following conditions:

1. Agrees to hold confidential or proprietary information or trade secrets ("confidential information") in trust and confidence and agrees that it shall be used only for the contemplated purposes, shall not be used for any other purpose, or disclosed to any third party.
2. No copies will be made or retained of any written information or prototypes supplied without the permission of Micor Industries, Inc.
3. At the conclusion of any discussions, or upon demand by Micor Industries, photographs, sketches, models, memoranda, programs for CNC's or notes taken shall be returned to Micor Industries, Inc.
4. Confidential information shall not be disclosed to any employee, consultant or third party unless they agree to execute and be bound by the terms of this agreement, and have been approved by Micor Industries, Inc.
5. This agreement and its validity, construction and effect shall be governed by the laws of the State of Alabama.
6. The length of this agreement is to be no less than 1 year after completion of last purchase order issued by Micor Industries, Inc.

AGREED AND ACCEPTED BY;

Name: _____ Title: _____ Date: _____

Witness: _____ Title: _____ Date: _____