

MUTUAL SECRECY AND CONFIDENTIALITY AGREEMENT

This agreement is entered into _____ day of _____, 200____, by and between Micropyretics Heaters International, Inc. (herein after referred to as "MHI"), a corporation organized under the state of Ohio, USA with its principal office located at 750 Redna Terrace, Cincinnati, OH, 45215 and _____ an individual and/or a bona fide corporation (herein after referred to as "RECIPIENT").

WITNESSETH

Whereas RECIPIENT is in the business of _____

_____.

WHEREAS, MHI is among other things in the business of the manufacture of standard and custom furnace, hot air blowers, hot plates, general equipment, parts, heating elements, power controllers (SCR's), advanced materials and related devices, filters and devices involving proprietary and confidential trade secrets, processes, techniques and know-how; and/ or MHI has in its possession business and trade information related to its products all the above.

Whereas CONFIDENTIAL INFORMATION is defined as pertinent information known only to the disclosing party for the purpose of _____.

WHEREAS, RECIPIENT AND MHI are willing to disclose and/ or expose parts of the CONFIDENTIAL INFORMATION to each other for the purpose of consultancy by MHI for recipient.

- 1) preserve the secrecy of the CONFIDENTIAL INFORMATION;
- 2) return to each other upon conclusion of the scope of this Agreement, any and all of written and/ or graphic items and all copies thereof, over which MHI or RECIPIENT may have taken possession.

The foregoing obligations shall not apply to those portions of CONFIDENTIAL INFORMATION:

- A) To the extent that such Confidential Information was demonstrably known to MHI or RECIPIENT from sources other that MHI or RECIPIENT prior to its disclosure hereunder.
- B) To the extent that such Confidential Information in fact is public knowledge prior to or after its disclosure.

C) To the extent that such Confidential Information was demonstrably disclosed to MHI or RECIPIENT by a third party, who did not derive such information from MHI or RECIPIENT.

This Agreement shall be governed and construed under the laws of the State of OHIO. The parties agree that any litigation arising out of this agreement shall be brought only in the federal or state courts of the State of Ohio, Hamilton County and that the parties consent to the jurisdiction of said courts.

This Agreement shall be effective as of the date first above written for at least (2) two years thereafter.

RECIPIENT:

FOR MHI:

NAME _____

SIGNATURE _____

DATE _____

ADDRESS _____

PHONE _____

FAX _____