



NON-DISCLOSURE AGREEMENT

BETWEEN

DIAMOND-ROLTRAN, LLC

AND

THIS AGREEMENT is entered into and is effective as of the date of signature of the last party to sign, by and between _____ located at _____ and Diamond-Roltran, LLC (hereinafter referred to as “Diamond”), 59 Porter Road, Littleton, MA 01460. The purpose of this Agreement is to allow each of the parties to receive certain documentation and information relating the proprietary information of the other party in connection with Roll-Ring® product lines and processes.

NOW THEREFORE, In consideration of these premises, the parties hereto agree as follows:

1. During the course of this Agreement, either party may exchange or disclose to the other, information and data regarding Roll-Rings® or their intended use which the disclosing party considers to be proprietary. If such information or data is submitted in written or other tangible retainable form and is conspicuously marked by the transmitting part as proprietary by an appropriate legend, stamp or other written notice thereon, the recipient party agrees that it will use the same only in connection with the activity contemplated by this agreement. If such information is transmitted in other than tangible form the disclosing party must deliver a summary of such proprietary disclosures to the receiving party within thirty (30) days of original disclosure. The receiving party agrees to disclose such proprietary information only to its employees having a need to know, and agrees to use such information only for the purpose contemplated by this Agreement as set forth above. The parties agree that the receiving party will use the same reasonable efforts to protect the transmitting party’s information as it uses to protect its own information, but will at least use reasonable care. All proprietary information and data shall remain the property of the disclosing party and shall be returned, together with all copies thereof, upon termination of this agreement or upon written request of the disclosing party.



2. Information and data shall not be subject to protection pursuant to the Agreement if such information:

- a) Is, dated documentation, established by the receiving party to have been known by it at the time of receipt;
- b) Is or becomes a part of Public Domain through no wrongful act of the receiving party.
- c) Is received from a third party without similar restrictions and without breach of Agreement.
- d) Is furnished by the disclosing party to a third party without similar restrictions.
- e) Is approved for release by written authorization of the disclosing party; or
- f) Is discernible from an examination of good sold on the open market.

The primary points of contact for the transmission and control of proprietary information subject to protection of this Agreement are:

Diamond-Roltran, LLC
Matt Edison, COO
Tel. (978)-486-0039
Fax. (978)-486-0079
sales@diamond-roltran.com

3 Either party may change its points of contact by written notice to the other party.

4 The Agreement shall expire twenty (20) years after the effective date but may be terminated earlier by either party giving thirty (30) days notice in writing to the other party of its intentions to terminate. Termination shall not, however, affect the rights and obligation contained herein with respect to proprietary information disclosed prior to termination. However, the obligation of confidence imposed by this Agreement will terminate twenty (20) years after the effective date.

5 Except as expressly provided herein, neither the execution and delivery of this Agreement nor the furnishing of any proprietary information under it, shall be construed as granting, either by either expressly or by implication, estoppel or otherwise any license under any invention, improvement, discovery, or patent now or hereafter owned by a party disclosing proprietary information hereunder.

6 Such information may be transmitted or exchanged by the respective parties under this Agreement shall not constitute any representation, warranty, assurance guarantee, or inducement by either party to the other with the respect to the infringement of any patent or other proprietary right owned or controlled by any third party. Nothing in the Agreement shall be construed as a warranty, representation, assurance, guarantee, or inducement by either party to the other with to the content or accuracy of documents and information transmitted or exchanged by the parties under this agreement.



7 This Agreement is subject to the laws of the State of Massachusetts.

8 This agreement shall not be construed as teaming, joint venture, or other business arrangement; rather, the parties expressly agree that this Agreement is for the purpose of protecting proprietary information only.

9 This Agreement contains the entire understanding between the parties relative to the protection of proprietary information and supersedes all prior and collateral communications, reports, and understandings, if any, between the parties relating to the subject matter hereof. No changes, modifications, alterations, or additions to any provisions hereof shall be binding unless reduced to writing and signed by the parties hereto. This agreement shall apply in lieu of, and notwithstanding any specific legend or statements associated with any proprietary information, and the duties of the parties shall be determined exclusively by the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

Diamond-Roltran, LLC

By: _____

By: _____

Matt Edison, COO

Date: _____

Date: _____