

VENDOR NON-DISCLOSURE AGREEMENT

SOLID MACHINE, LLC (hereafter known as "SOLID MACHINE") has disclosed or will disclose information (either orally or in writing) and may have given or may give materials and documents to the party executing this Agreement (hereinafter called "VENDOR"), which are considered either proprietary or competition-sensitive, by SOLID MACHINE and/or its clients. Disclosure of such proprietary or competition sensitive information, materials and documents is for the purpose of enabling VENDOR to provide goods and services, or to quote selling terms for good and services as requested by SOLID MACHINE.

In consideration of SOLID MACHINE's disclosure to VENDOR, SOLID MACHINE's consideration of quotes by VENDOR, and any purchases by SOLID MACHINE from VENDOR, VENDOR shall treat such disclosed SOLID MACHINE and/or client information, material, and documents as proprietary; shall not disclose or give such information, material, or documents to others except on written authority of SOLID MACHINE; shall not use such information, material, or documents except to the extent reasonably necessary for quoting or selling to, manufacturing for, or providing to SOLID MACHINE such goods and services, and shall disclose such information and provide such material and documents only to those of its employees whose knowledge of the information or use of the material and documents is reasonably necessary for VENDOR to use the information, material, and documents for their purpose authorized by SOLID MACHINE, but in all cases maintaining the proprietary nature of the SOLID MACHINE and client information, material, and documents. In all cases, VENDOR will safeguard SOLID MACHINE's information, materials, and documents as the VENDOR safeguards its own proprietary information, materials, and documents.

VENDOR's obligation to treat as proprietary hereunder shall not apply to information which: a) is in the public domain at the time of disclosure, or is subsequently made available to the general public through no fault of the VENDOR, or; b) was known to the VENDOR at the time of disclosure, by other than disclosure by SOLID MACHINE, or; c) becomes known to the VENDOR without similar restrictions as to its disclosure or use from a source other than SOLID MACHINE, or; d) is used or disclosed under this Agreement more than ten (10) years from the date of receipt of such information, or; e) is independently developed by the receiving party and was not acquired directly or indirectly under any secrecy obligation from SOLID MACHINE. Release of the VENDOR from its obligations under the conditions specified in this paragraph shall be evidenced by documents shown to SOLID MACHINE within thirty (30) days of having received the proprietary information.

VENDOR shall not unless expressly authorized in writing by SOLID MACHINE reproduce, copy or excerpt the SOLID MACHINE and client confidential information, materials, or documents or any copy hereof, and shall upon request by SOLID MACHINE return all such documents and any copies thereof.

If a legend or statement appearing on any documents furnished has conditions inconsistent with this Agreement, the terms of this Agreement control, but only to the extent necessary to clarify any such inconsistency.

This Agreement shall cover the disclosure of proprietary information for a period of five (5) years from the last date of execution below. The information, materials, and documents disclosed under this Agreement shall be subject to the provisions of this Agreement for a period of five (5) years from the disclosure of such information. VENDOR shall also not disclose or identify to any third party, without express written permission from SOLID MACHINE, the existence of SOLID MACHINE's client relationships or the name of SOLID MACHINE's clients in the course of its work for SOLID MACHINE for a period of five (5) years from the date of such disclosure.



The provisions of this Agreement may only be modified or changed by mutual agreement. No modification or change thereto of this Agreement shall be effective unless in writing, signed by authorized representatives of each party, and in the form of an amendment to this Agreement.

No license under any patents, trademarks, copyrights, technology, or other trade secrets is granted or conveyed by SOLID MACHINE to the VENDOR by SOLID MACHINE's transmitting proprietary information to the VENDOR under this Agreement. This Agreement shall not be construed in any manner as an Agreement for the parties to enter into a future contract, agreement, subcontract, teaming agreement, or joint venture. This Agreement is for the purposes of protecting proprietary information only.

If VENDOR becomes legally compelled to disclose any of the information, materials, or documents covered by this Agreement, the VENDOR shall provide SOLID MACHINE with immediate notice thereof at least twenty (20) working days prior to such disclosure in order that SOLID MACHINE may seek a protective order, take other appropriate measures to assure that its interests are protected, or waive compliance with the provisions of this Agreement.

This Agreement shall be governed by, and construed in accordance with, the laws of the state of New Hampshire. The parties irrevocably submit to the jurisdiction of courts sitting in New Hampshire.

Witness the execution hereof by duly authorized representatives of the parties as of the date last executed below.

AGREED TO AND ACCEPTED BY:

SOLID MACHINE, LLC

61 Airport Dr - Unit 1

Rochester, NH 03867

VENDOR Name

VENDOR Address

VENDOR City, State, Zip

Authorized Signature

Print Name

Title

Date

Authorized Signature

Print Name

Title

Date