

NHBB CONFIDENTIALITY AGREEMENT

I, _____, AN EMPLOYEE OF NEW HAMPSHIRE BALL BEARINGS, INC., (THE "COMPANY"), for good and valuable consideration and as a condition of employment with the Company, agree with the company as follows:

1. The Company has information not generally known outside the company called "confidential information". Many employees either generate or have access to confidential information as a part of their job.

2. Confidential information, as used in this agreement refers to any data or information that is valuable to the Company and not generally known to the public, and includes, but is not limited to, trade secrets; proprietary information; information relating to the Company's research, development, manufacturing, purchasing, financial, accounting, engineering, marketing, merchandising, and selling activities; and any other information or matters designated at any time by the Company as confidential.

3. I shall not disclose to others outside the Company, nor to use for myself or for others any confidential information, knowledge, or data of the Company which I may receive or develop during my employment, unless the Company gives me permission to do so in writing. I understand and agree that this requirement is not limited in time to the duration of my employment, but that it also applies after my employment with the Company ends for any reason.

4. I shall promptly disclose in writing to the Company all inventions made or conceived jointly or solely by me during my employment relating to the then existing or reasonably anticipated business of the Company, or which result from assignments given to me by the Company.

5. I shall assign to the Company, its successors, and legal representatives, all rights, title and interest in the United States and all foreign countries to all such inventions.

6. I shall execute all papers and perform all lawful acts which the Company requests in order to secure for the Company such legal protection in the United States and foreign countries for any inventions the Company deems desirable, and to cooperate with the Company in this regard even after my employment by the Company ends, for any reason.

7. All drawings, blueprints, manuals, letters, notes, notebooks, reports, and all other materials of a confidential nature relating to the business of the Company which are given to me by the Company, or which were prepared or made, in whole or in part, by me at any time during my employment, shall be the property of the Company. I agree to promptly deliver to the Company upon the termination of my employment by the Company for any reason all drawings, blueprints, manuals, letters, notes, notebooks, reports, and all other materials of a confidential nature relating to the business of the Company and which are in my possession or under my control.

8. I further agree, upon the termination of my employment not to take with me, in electronic or paper format, any; drawing, book, customer list, record, paper, document or object relating to any work done or to be done by the Corporation without written consent of a NHBB Officer.

9. The calculation of damages in the event of my breach or violation of this Agreement would be difficult, if not impossible to calculate, and therefore the Company, in addition to and without limiting any other remedy or right it may have, shall have the immediate right to obtain a preliminary or final injunction against me issued by a court of proper jurisdiction enjoining any alleged breach or violation and I will be responsible for all reasonable attorney fees that the company accumulates due to my violation of this Agreement.

10. In case any invention is described in a patent application or disclosed to third parties by me within one year after leaving the employ of the Company and which relates to the then existing or reasonably anticipated business of the Company, it is to be presumed that the invention was conceived during the period of my employment by the Company and the invention will belong to the Company unless proved to have been conceived following termination of such employment.

Attached hereto is a complete list of all inventions, if any, patented or unpatented, including a brief description thereof, which I conceived or made prior to my employment by the Company and which I wish to exclude from this agreement.

11. This Agreement will be governed by the laws of the State of New Hampshire without regard for conflicts of laws principles. I expressly consent to the personal jurisdiction of the Federal or State Courts located in New Hampshire for any lawsuit filed there against me by the Company arising from or relating to this Agreement.

12. If any provision of this Agreement shall be determined by a Court having jurisdiction, to be invalid, or unenforceable, the remainder of the Agreement shall not be affected and shall continue in full force and effect.

13. I hereby acknowledge and agree that this Agreement shall not in any manner be construed as an employment agreement.

I have read and understood this agreement, and in consideration of my employment in any capacity with the Company, and of the salary or wages paid for my services in the course of my employment, I agree to follow the requirements contained in this agreement.

(Signature)

(Date)

(Witness)

(Date)