

### **3. NONDISCLOSURE AGREEMENT (IDEAS)**

This Agreement, entered into between \_\_\_\_\_  
("Discloser") and \_\_\_\_\_ ("Disclosee").

Discloser has developed certain valuable information, concepts, ideas, or designs, which he deems confidential (hereinafter referred to as the "Confidential Information");

Disclosee is in the business of using such Confidential Information and wishes to review the Confidential Information; and

Discloser wishes to disclose the Confidential Information to Disclosee.

In consideration of the premises and the promises hereinafter set forth the parties hereto agree as follows:

1. Disclosure: Discloser shall disclose to Disclosee the Confidential Information, which concerns: \_\_\_\_\_  
\_\_\_\_\_.
2. Purpose: Disclosee agrees that this disclosure is only for the purpose of its evaluation to determine its interest in the commercial exploitation of the Confidential Information.
3. Limitation on Use: Disclosee agrees not to manufacture, sell, deal in, or otherwise use or appropriate the Confidential Information in any way whatsoever, including but not limited to adaptation, imitation, redesign, or modification. Nothing contained in this Agreement shall be deemed to give

Disclosee any rights whatsoever in and to the Confidential Information.

4. Confidentiality: Disclosee understands and agrees that the unauthorized disclosure of the Confidential Information by Disclosee to others would irreparably damage Discloser. As consideration and in return for the disclosure of the Confidential Information, the Disclosee shall keep secret and hold in confidence all such Confidential and not disclose it to any person or entity.
5. Good Faith Negotiations: If on the basis of the evaluation of the Confidential Information Disclosee wishes to pursue the exploitation thereof, it agrees to enter into good faith negotiations with Discloser to arrive at a mutually satisfactory agreement for that purpose; although Disclosee and Discloser shall not be obligated to contract with each other. Until and unless such an agreement is entered into, this Agreement shall remain in force.
6. Exclusions: Confidential Information shall not include any information:
  - (i) That Disclosee can show was known to it prior to the date of disclosure to Disclosee by Discloser; or
  - (ii) That becomes publicly known, by publication or otherwise, not due to any unauthorized act or omission of Disclosee or any other party having obligation of confidentiality to Discloser; or
  - (iii) That is subsequently disclosed by Discloser to any person, firm or corporation on a non-confidential basis; or

(iv) That Disclosee can show was developed independent of any access to the Confidential Information.

7. Miscellaneous: This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives, successors, and assigns. All actions to enforce this agreement shall be brought exclusively in the courts of Maryland, and the prevailing party shall receive all of its reasonable legal fees, costs and expenses associated with that action.

WITNESS/ATTEST

\_\_\_\_\_

\_\_\_\_\_ (Seal)

Discloser

\_\_\_\_\_

\_\_\_\_\_ (Seal)