

WHEREAS, it is agreed that the exchange of certain confidential information could be beneficial to both the Discloser and the Recipient, to ensure the protection of such information the parties agree as follows:

1. The confidential information to be disclosed by Discloser under this “Invention Confidentiality Agreement”, hereafter referred to as Confidential Information, can be described as and may include:
 - 1.1. Text description and drawings for a provisional patent application titled “Compact Geared Motor” filed May 10, 2016;
 - 1.2. Sketchup 3D ruby scripts and related software to draw and animate representative models on a computer;
 - 1.3. Confidential Information shall also include, and the Recipient shall have a duty to protect, other confidential and/or sensitive information which is
 - 1.3.1. disclosed by Discloser in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or
 - 1.3.2. disclosed by Discloser in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered to Recipient within thirty (30) days of the disclosure.
2. Recipient shall retain and use Confidential Information only for the purpose of evaluating potential business and investment relationships with Discloser.

Recipient shall return to Discloser any and all software, printed material or other tangible property pertaining to Confidential Information immediately if requested in writing by Discloser.

3. The Recipient understands that premature public or unauthorized disclosure of Confidential Information could jeopardize the ability to hold foreign patents and directly impact the future profitably of the invention.

Recipient shall limit disclosure of Confidential Information within his own organization to its directors, officers, partners, members and/or employees having a “need to know” and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without the prior written consent of Discloser.

Recipient shall have satisfied its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees, agents, consultants and others who are permitted access to or use of the Confidential Information.

4. This Agreement imposes no obligation upon Recipient with respect to any Confidential Information that
 - 4.1. was in Recipient’s possession before receipt from Discloser;
 - 4.2. is or becomes a matter of public knowledge through no fault of Recipient;
 - 4.3. is rightfully received by Recipient from a third party not owing a duty of confidentiality to the Discloser;
 - 4.4. is disclosed without a duty of confidentiality to a third party by, or with the authorization of, Discloser; or
 - 4.5. was independently developed by the Recipient without the aid of Confidential Information.
5. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Recipient any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information as specified in paragraph 2. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

Recipient agrees that all Confidential Information shall remain the property of Discloser, and that Discloser may use such Confidential Information for any purpose without obligation to Recipient.

Initial and Date: Recipient: _____ Discloser: _____

6. Neither party has an obligation under this Agreement to purchase any service, goods, or intangibles from the other party. Discloser may, at its sole discretion, using its own information, offer such products and/or services for sale and modify them or discontinue sale at any time. Furthermore, both parties acknowledge and agree that the exchange of information under this Agreement shall not commit or bind either party to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.
7. Neither party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on either party's decision to use or rely on any information exchanged under this Agreement.
8. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that Discloser shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement.
9. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties. This Agreement is made under and shall be construed according to the laws of the state of Maryland, U.S.A. In the event that this agreement is breached, any and all disputes must be settled in a court of competent jurisdiction in the state of Maryland, U.S.A.
10. The obligations of this Agreement shall be continuing until Confidential Information no longer qualifies as trade secret or the Recipient is notified in writing that the information can be publicly disclosed.
11. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by
 - 11.1. Discloser, his successors, and assigns; and
 - 11.2. Recipient, its successors and assigns.
12. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

Initial and Date: Recipient: _____ Discloser: _____

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Recipient of Confidential Information:

Name (Print or Type): _____
Company and Office: _____
Title: _____
Address: _____
City, State & Zip: _____
Phone: _____
Email: _____
Signature: _____
Date: _____

Please provide a secure password to be used for encrypting documents provided via email.

Secure Password: _____

Discloser of Confidential Information:

Inventor: Robert Carl Rice
Company and Assignee: RiceMotion (sole proprietor)
Patent Attorney: Andrea Hence Evans, Columbia MD.
Title: Principal Engineer and Inventor
Address: 3724 Amsterdam Terrace
City, State & Zip: Burtonsville, Maryland, 20866-1927
Phone: 301-980-0738
Email: BobRice@RiceMotion.com
Secure Password: _____
Signature: _____
Date: _____

Initial and Date: Recipient: _____ Discloser: _____