

UNILATERAL NONDISCLOSURE AGREEMENT

This unilateral nondisclosure agreement is between SELLER, KEHILAT SHALOM, (the “Disclosing Party”) and BUYER _____, (the “Receiving Party”).

The Disclosing Party has developed certain confidential information that it wants to make available to the Receiving Party for the purpose of selling the property located at 9915 Apple Ridge Road, Montgomery Village, Maryland, 20886 (“Property”).

The Receiving Party wants to review, examine, inspect, or obtain the confidential information only for the above-described purposes, and to otherwise maintain the confidentiality of that information pursuant to this agreement.

The parties therefore agree as follows:

1. CONFIDENTIAL INFORMATION.

The Disclosing Party may (but is not required to) disclose certain of its confidential and proprietary information to the Receiving Party. “**Confidential Information**” means:

- (a) information relating to the Disclosing Party, its Property, or its current business, including but not limited to drawings, plans, permits, leases, analyses, reports, and other confidential information, whether provided orally, in writing, or by any other media, that was or will be:
 - (i) provided or shown to the Receiving Party or its directors, officers, employees, agents, and representatives (each a “**Receiving Party Representative**”) by or on behalf of the Disclosing Party or any of its directors, officers, employees, agents, and representatives (each a “**Disclosing Party Representative**”); or
 - (ii) obtained by the Receiving Party or a Receiving Party Representative from review of documents or property of, or communications with, the Disclosing Party or a Disclosing Party Representative; and
- (b) all notes, analyses, compilations, studies, summaries, and other material, whether provided orally, in writing, or by any other media, that contain or are based on all or part of the information described in subsection (a) (the “**Derivative Materials**”).

The Disclosing Party shall identify Confidential Information disclosed orally as confidential at the time of disclosure.

2. OBLIGATION TO MAINTAIN CONFIDENTIALITY.

- (a) **Confidentiality.** The Receiving Party shall, and shall ensure that each Receiving Party Representative, keep the Confidential Information confidential. Except as otherwise required by law, the Receiving Party and Receiving Party Representatives may not:

- (i) disclose any Confidential Information to any person or entity other than a Receiving Party Representative who needs to know the Confidential Information for the purposes of its business with the Disclosing Party without the written consent of the Disclosing Party;
- (ii) use the Confidential Information for any purposes other than those contemplated by this agreement without the written consent of the Disclosing Party.

3. EXCLUSIONS.

The obligations and restrictions of this agreement do not apply to that part of the Confidential Information that the Receiving Party demonstrates:

- (a) was or becomes generally publicly available other than as a result of a disclosure by the Receiving Party in violation of this agreement;
- (b) is legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar legal process), or is required by a regulatory body, to be disclosed. However, the Receiving Party shall:
 - (i) provide the Disclosing Party with prompt notice of any such request or requirement before disclosure so that the Disclosing Party may seek an appropriate protective order or other appropriate remedy; and
 - (ii) provide reasonable assistance to the Disclosing Party in obtaining any such protective order.

If a protective order or other remedy is not obtained or the Disclosing Party grants a waiver under this agreement, then the Receiving Party may furnish that portion (and only that portion) of the Confidential Information that, in the written opinion of counsel reasonably acceptable to the Disclosing Party, the Receiving Party is legally compelled or otherwise required to disclose. The Receiving Party shall make reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any part of the Confidential Information so disclosed; or

- (c) was developed by the Receiving Party independently without breach of this agreement.

4. NO OBLIGATION.

Nothing in this agreement obligates either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this agreement concerning the business opportunity, if any, and to cease further disclosures, communications, or other activities under this agreement on written notice to the other party. Any commitment to proceed with a transaction will be set forth in a separate agreement signed by the parties.

5. GOVERNING LAW; ATTORNEYS' FEES; EQUITABLE RELIEF.

- (a) **Choice of Law.** The laws of the state of Maryland govern this agreement (without giving effect to its conflicts of law principles).
- (b) **Choice of Forum.** Both parties consent to the personal jurisdiction of the state and federal courts in Montgomery County, Maryland.
- (c) **Attorneys' Fees.** If either party employs attorneys to enforce any rights arising out of or relating to this agreement, the losing party shall reimburse the prevailing party for its reasonable attorneys' fees and costs.
- (d) **Equitable Relief.** The Receiving Party's breach of this agreement will cause irreparable harm to the Disclosing Party and monetary damages may not be a sufficient remedy for an unauthorized disclosure of the Confidential Information. If the Receiving Party discloses the Confidential Information in violation of this agreement, the Disclosing Party may, without waiving any other rights or remedies and without posting a bond or other security, seek an injunction, specific performance, or other equitable remedy to prevent competition or further disclosure, and may pursue other legal remedies.

6. AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed by a party or its authorized representative.

7. COUNTERPARTS; ELECTRONIC SIGNATURES.

- (a) **Counterparts.** The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.
- (b) **Electronic Signatures.** This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

8. SEVERABILITY.

If any provision in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if the invalid, illegal, or unenforceable provisions had never been contained in this agreement, unless the deletion of those provisions would result in such a material change that would cause completion of the transactions contemplated by this agreement to be unreasonable.

9. NOTICES.

(a) Writing; Permitted Delivery Methods. Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), or email.

(b) Addresses. A party shall address notices under this section 15 to a party at the following addresses:

If to the Disclosing Party:

Loretta Wasserman, President, Kehilat Shalom

7600 Warbler Lane, Derwood, MD 20855-1035

Phone: 1-301-775-0801 | Email Address Wasserman.Lori@gmail.com

If to the Receiving Party:

Name: _____ Title/position: _____

Address: _____

Phone: _____ Email: _____

(c) Effectiveness. A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

10. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

11. ENTIRE AGREEMENT.

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement with respect to the subject matter of this agreement. All

prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

12. HEADINGS.

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

13. EFFECTIVENESS.

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

14. NECESSARY ACTS; FURTHER ASSURANCES.

Each party and its officers and directors shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated opposite that party's signature.

SELLER

(By) _____
Loretta Wasserman, President, Kehilat Shalom Date _____

BUYER

(By) _____
Signature & title Date _____

(By) _____
Signature & title Date _____

(By) _____
Signature & title Date _____