

## NON-DISCLOSURE AND CONSULTING AGREEMENT

**THIS** Non-Disclosure and Consulting Agreement (hereinafter "AGREEMENT") is made by and between Timothy P. Englert (hereinafter "INVENTOR"), having a residence at 295 59<sup>th</sup> Avenue N.E., St. Petersburg, Florida 33703, and \_\_\_\_\_ (hereinafter "CONSULTANT"), having a business address at \_\_\_\_\_, and shall be effective as of the latest date signed below.

**WHEREAS**, INVENTOR, without any input, technological assistance, payment or contribution by or on behalf of the CONSULTANT, has developed the concept for a liquid dispensing assembly including an array of squirt guns or other nozzle members mounted on a bicycle or other type of recreational vehicle, capable of selectively directing one or more liquid streams outwardly from the vehicle in various directions. (hereinafter "INVENTION");

**WHEREAS**, INVENTOR is the owner of U.S. Design Patent No. 381,711, directed to a "Water Gun Attachment for Bicycles"; U.S. Patent Application Serial No. 10/191,819, directed to a "Vehicle Mounted Liquid Dispensing Assembly"; U.S. Trademark Registration No. 2,628,100, for "Time Design Inventions"; and U.S. Trademark Application Serial No. 76/318,995, for "Water Wheels" and design (hereinafter, collectively, "INTELLECTUAL PROPERTY");

**WHEREAS**, INVENTOR wishes to disclose and/or already has disclosed to the CONSULTANT detailed information relating to the INVENTION and/or the INTELLECTUAL PROPERTY for evaluation by the CONSULTANT, for assisting with the development of the INVENTION, and for production of a prototype of the INVENTION, and the CONSULTANT wishes to receive and/or has received information on the INVENTION and/or the INTELLECTUAL PROPERTY from the INVENTOR for said purposes;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, as well as monetary consideration paid by the INVENTOR to the CONSULTANT herewith, the parties agree as follows:

1. **Engagement of Services**. The parties hereby confirm and document their agreement, to wit, that the INVENTOR intends to engage the CONSULTANT to render at least the aforesaid evaluation, development, and prototype services and the CONSULTANT intends to perform such services for a fair and reasonable compensation, the terms to be agreed to by the parties in a separate agreement, written or otherwise.

2. **Confidential Information and/or Trade Secrets**. CONSULTANT acknowledges that any and all information provided by the INVENTOR to the CONSULTANT relating to the INVENTION and/or the INTELLECTUAL PROPERTY (hereinafter "CONFIDENTIAL INFORMATION") is understood to be secret and confidential and to constitute a valuable trade secret of the INVENTOR. The CONSULTANT's acknowledgment of confidentiality and obligations pursuant to this AGREEMENT shall NOT extend to any information which is now part of the public domain or which hereafter becomes publicly known or readily available to the trade or public through no wrongful act of the CONSULTANT.

3. **Non-Disclosure of Invention or Confidential Information**. CONSULTANT agrees that all CONFIDENTIAL INFORMATION, and all other information relating to the INVENTION, shall be held in trust and in strict confidence, and shall not be disclosed directly or indirectly, to any third party, without the prior written consent of the INVENTOR. CONSULTANT further agrees that it shall not make the INVENTION nor have the INVENTION made for any type of commercial sale, nor use any CONFIDENTIAL INFORMATION, or any other information relating to the INVENTION for his own commercial gain. CONSULTANT understands and acknowledges that any unauthorized disclosure of the INVENTION and/or of the CONFIDENTIAL INFORMATION will result in irreparable damage to the INVENTOR.

4. **Ownership of Written and Other Material**. All files, records, documents, copies, notes, memoranda, diaries, drawings, specifications, and similar items relating to the INVENTION, including all CONFIDENTIAL INFORMATION, whether prepared by the INVENTOR, the CONSULTANT, or another, and otherwise coming into the CONSULTANT's possession, shall be the exclusive property of the INVENTOR, and at the conclusion of the CONSULTANT's rendering of services, or upon written demand by the INVENTOR, shall be returned to the INVENTOR.

5. **Ownership of Intellectual Property Rights**. It is expressly agreed by the parties to this AGREEMENT that any and all inventions, creations, discoveries, whether or not patentable, which the CONSULTANT may conceive, reduce to practice or make, either alone or in conjunction with others, whether in the past, present or future, including any copyrightable material or other proprietary subject matter which relate or in any way pertain to the INVENTION and/or the INTELLECTUAL PROPERTY, shall be the sole and exclusive property of the INVENTOR. CONSULTANT confirms that he has no previous obligations which will conflict with this provision, and further, that he and/or any party he may have contracted with or may contract with for any such invention, creation or discovery, shall, without further compensation or consideration, but at the expense of the INVENTOR, execute and assign any and all applications, assignments and other instruments which the INVENTOR shall deem necessary in order to apply for and obtain letters patent of the United States and of foreign countries for any such invention, creation or discovery, and in order to assign and convey to the INVENTOR, or to the INVENTOR'S nominee, the sole and exclusive, right, title, and interest in and to said inventions, creations, discoveries or any applications or patents thereon, and in order to obtain and/or assign trademark registrations, copyright registrations, industrial property certificates, other proprietary rights, and any continuing, divisional, or reissue patent applications. No rights or licenses, express or implied, are hereby granted to the CONSULTANT under any patents, copyrights, trademarks, trade secrets, or other intellectual property of the INVENTOR as a result of or related to this AGREEMENT.

6. **Duration of Agreement.** Except as otherwise absolutely required by law or otherwise specifically provided in this AGREEMENT, the provisions of this AGREEMENT regarding confidentiality, unauthorized use, and transfer of rights shall remain in effect for the longest of the term of U.S. Design Patent No. 381,711, or the term of any patent issuing in the United States, or any foreign country, from the U.S. Patent Application Serial No. 10/191,819, including any continuation, division, continuation-in-part, reissue, and/or reexamination thereof.

7. **Applicable Law.** This AGREEMENT shall be construed in accordance with and governed for all purposes by the laws of the State of Florida and the INVENTOR and the CONSULTANT expressly consent to jurisdiction in that State should any dispute arise out of this AGREEMENT. In case of any dispute between the parties under this AGREEMENT, the prevailing party shall be entitled to recover in addition to monetary damages, treble or punitive damages in case of a willful breach, reasonable attorneys' fees, costs and interest.

8. **Invalidity of One Clause Not to Affect All.** In the event that any one or more of the clauses or provisions contained in this AGREEMENT are held to be invalid, illegal or unenforceable in any respect, it shall not affect any other clauses or provisions of this AGREEMENT, but instead, this AGREEMENT shall be construed as if such invalid, illegal or unenforceable clause or provision had not been contained herein. Moreover, if any one or more of the clauses or provisions contained in this AGREEMENT shall for any reason be held to be excessively broad as to time, duration, activity or subject, it shall be construed by limiting and reducing it so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

9. **Entire Agreement.** This AGREEMENT represents the entire understanding of the INVENTOR and the CONSULTANT regarding the subject matter herein. No modification or waiver of any of the provisions of this AGREEMENT shall be valid unless in writing and signed by the parties hereto.

**INVENTOR**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Print Full Name: \_\_\_\_\_

**WITNESS**

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_  
Print Full Name: \_\_\_\_\_

**CONSULTANT**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Print Full Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**WITNESS**

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_  
Print Full Name: \_\_\_\_\_