

NON-DISCLOSURE AND CONSULTING AGREEMENT

THIS Non-Disclosure and Consulting Agreement (hereinafter "AGREEMENT") is made by and between Timothy P. Englert (hereinafter "ENGLERT"), individually, having a residence at 295 59th Avenue N.E., St. Petersburg, Florida 33703, Time Design Inventions, Inc. (hereinafter "TIME DESIGN"), a Florida corporation, having a principal place of business at 295 59th Avenue N.E., St. Petersburg, Florida 33703 (hereinafter, collectively, "PROPRIETORS"), and _____ (hereinafter "CONSULTANT"), having a principal place of business at _____, and shall be effective as of the latest date signed below.

WHEREAS, ENGLERT, 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, TIME DESIGN is the owner of U.S. Design Patent No. 381,711, directed to a "Water Gun Attachment for Bicycles"; and U.S. Patent Application Serial No. 10/191,819, directed to a "Vehicle Mounted Liquid Dispensing Assembly"; and ENGLERT is the owner of 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, PROPRIETORS wish to disclose and/or already have disclosed to the CONSULTANT detailed information relating to the INVENTION and/or the INTELLECTUAL PROPERTY for evaluation by the CONSULTANT, for assisting with the evaluation, development, prototype production, and/or manufacture of the INVENTION, and the CONSULTANT wishes to receive and/or has received information on the INVENTION and/or the INTELLECTUAL PROPERTY from the PROPRIETORS for said purposes;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, as well as monetary consideration paid by the PROPRIETORS 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 PROPRIETORS intend to engage the CONSULTANT to render at least the aforesaid evaluation, development, prototype production, and/or manufacturing 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 PROPRIETORS 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 PROPRIETORS. The CONSULTANT's acknowledgment of confidentiality and obligations pursuant to this AGREEMENT shall NOT extend to any information if, during the term of this AGREEMENT, the information has become public knowledge, through no wrongful action of the CONSULTANT, or was already known to or in the possession of the CONSULTANT, or has been rightfully acquired by the CONSULTANT from a third party.

3. **Non-Disclosure of Invention or Confidential Information.** The 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 PROPRIETORS. The CONSULTANT also agrees that, for the duration of this AGREEMENT, the CONSULTANT shall employ and strictly enforce detailed rules and regulations to assure the secrecy of all CONFIDENTIAL INFORMATION within the managing areas of the CONSULTANT's enterprises, and that the CONSULTANT shall obtain written consent to the terms of this agreement from each of CONSULTANT's personnel prior to the disclosure of CONFIDENTIAL INFORMATION to said personnel. The 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 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 PROPRIETORS.

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 PROPRIETORS, the CONSULTANT, or another, and otherwise coming into the CONSULTANT's possession, shall be the exclusive property of the PROPRIETORS, and at the conclusion of the CONSULTANT's rendering of services, or upon written demand by the PROPRIETORS, shall be returned to the PROPRIETORS.

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 PROPRIETORS. 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 PROPRIETORS, execute and assign any and all applications, assignments and other instruments which the PROPRIETORS 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 PROPRIETORS, or to the PROPRIETORS'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 PROPRIETORS 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 PROPRIETORS 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 PROPRIETORS 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 all of the parties hereto.

PROPRIETORS

Dated: _____ By: _____
Timothy P. Englert

Dated: _____ By: _____
Print Full Name: _____
Print Title: _____
For Time Design Inventions, Inc.

WITNESS

Dated: _____ Signed: _____
Print Full Name: _____

CONSULTANT

Dated: _____ By: _____
Print Full Name: _____
Print Title: _____

WITNESS

Dated: _____ Signed: _____
Print Full Name: _____