

CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT

THIS AGREEMENT (“Agreement”) is effective this ____ day of _____, 20____, by and between James Carvin and associated with companies as owner/partner/shareholder/manager/GhostSurfers International LLC/GhostSurfers.com/Ghost-Surfers.com or associated names/ (“DISCLOSOR”) located at 220 2nd Terrace, Palm Beach Gardens, FL 33418 and NAME: _____ . A representative of _____ (“DISCLOSEE” _ located at: _____

WHEREAS, DISCLOSOR owns and has invented valuable, confidential and proprietary information and technology (“Confidential Information”), which DISCLOSOR reveals to DISCLOSEE in confidence, for the limited purpose of permitting DISCLOSEE to assist with the evaluation and manufacture of methods and products including coding software of invention and assisting with financing and business strategies in relation to the Confidential Information solely for DISCLOSOR:

WHEREAS< DISCLOSEE accepts disclosure of the Confidential Information from DISCLOSOR for the limited purpose of assisting DISCLOSOR with the evaluation and manufacture of methods and products including coding software of invention and assisting with financing and business strategies relating to the Confidential Information solely for DISCLOSOR; and

WHEREAS, DISCLOSOR follows a policy of protecting DISCLOSOR’S Confidential Information, as well as the intellectual property rights relating thereto;

NOW THEREFORE, for and in consideration of good and valuable information, the receipt and sufficiency of which is hereby acknowledged, DISCLOSOR and DISCLOSEE, intending to be legally bound, do hereby agree as follows:

1. Confidential Information. The parties agree that any Confidential Information disclosed by or under the authorization of DISCLOSOR, shall be subject to the terms of this Agreement. “Confidential Information” means all tangible and intangible business, technical and other information disclosed in writing, orally, or in any other form, including but not limited to:
 - a. Information concerning materials specifications, contracts, web sites, coding, finances, plans, customer lists, data, business plans, marketing plans, production plans, competitive features, distribution plans, system implementation plans, business concepts, supplier information, business procedures, business operations, inventions, discoveries, concepts, ideas, techniques, processes, designs, specifications, drawings, diagrams, models, samples, flow charts, computer programs, and algorithms, and all materials relating thereto:
 - b. All know-how and intellectual property, including but not limited to inventions, patents, trade secrets, copyrights (including unpublished copyrightable material), and trademarks;

and

- c. Any use, variation, application, reduction to practice, discussions and any other conversations regarding or relating to the Confidential Information.
2. Limited Use. DISCLOSEE shall use the Confidential Information only for the limited purpose of assisting DISCLOSOR with the evaluation and manufacture of methods and products and software coding or assistance in business implementation and products relating to the Confidential Information solely for DISCLOSOR. Nothing in this Agreement shall be construed to grant DISCLOSEE any license relating to the Confidential Information other than for the limited purpose enumerated herein.
3. Confidentiality. DISCLOSEE shall maintain in strict confidence, and shall use and disclose only as expressly authorized by DISCLOSOR, all Confidential Information it receives from DISCLOSEE.

Additionally, DISCLOSEE shall use its best efforts to safeguard the Confidential Information, taking at least the same precautions it would take to safeguard its own most valuable Confidential Information. DISCLOSEE shall not disclose any portion of the Confidential Information to any third party, including –but not limited to any subsidiary or affiliate of DISCLOSEE, unless DISCLOSOR expressly agrees to such disclosure, in writing and in advance of such disclosure. DISCLOSEE shall immediately notify DISCLOSOR upon receiving any request made by a third party to disclose any Confidential Information and shall cooperate with DISCLOSOR in its efforts to protect the Confidential Information from disclosure. Should any third party make any unauthorized use of any Confidential Information provided hereunder. DISCLOSEE shall notify DISCLOSOR and cooperate in taking steps to protect the Confidential Information from further unauthorized use. The restrictions of this paragraph shall not be construed to apply to the following: (1) information generally available to the public; (2) information released by DISCLOSOR to the general public without restriction; (3) information independently developed or acquired by DISCLOSEE or its personnel, agents, or employees, without reliance in any way on any information provided to DISCLOSEE by DISCLOSOR under this Agreement, or (4) information approved for the use and disclosure of DISCLOSEE or its personnel, agents, or employees, without restriction, if such approval is set forth in writing by DISCLOSOR.

4. Control of Confidential Information. DISCLOSEE agrees that only those employees of DISCLOSEE who need to know the Confidential Information for the purpose of this Agreement will have access to the same, and then only to the extent necessary to carry out their respective tasks. As part of its obligation to safeguard the Confidential Information, DISCLOSEE agrees that prior to and as a condition of having access to the Confidential Information, each employee having access shall be advised of the confidentiality and ownership requirements of this Agreement.
5. Term and Termination
 - a. The obligations under the Agreement shall begin from the first disclosure of Confidential Information by DISCLOSOR to DISCLOSEE, survive the completion of the disclosures of Confidential Information, and continue in force until the Confidential Information disclosed to DISCLOSEE ceases to be a “trade secret” (as defined by section 688 of the

Florida Statutes, U.S.A.) of DISCLOSOR: provided, however, that the obligations shall not terminate if Confidential Information ceases to be a trade secret through a breach of this Agreement by DISCLOSEE or a third party to whom DISCLOSEE has provided the Confidential Information hereunder. Should there be any question as to whether Confidential Information is a valuable trade secret of DISCLOSOR, DISCLOSEE shall first make inquiry in writing to DISCLOSOR as to whether such information can be disclosed and may disclose such information only upon the express written permission of DISCLOSOR. The understanding of Confidential Information ownership, including all intellectual property rights relating thereto, will not terminate for any reason.

- b. Upon termination of this Agreement, or at any time upon DISCLOSOR's request, DISCLOSEE agrees to (i) stop all use of the Confidential information hereunder; (ii) within five (5) days, return promptly all documents and other materials provided by DISCLOSOR that evidence, record, or reveal any of the Confidential Information; and (iii) destroy or return to DISCLOSOR all documents and other tangible materials generated by DISCLOSEE, its agents or employees that evidences, records, or reveals any of the Confidential Information.
6. Ownership of the Confidential Information and Intellectual Property. All Confidential Information, and all information, including Inventions, improvements, modifications, etc. that is derived from the Confidential Information, shall be and will remain the exclusive property of DISCLOSOR until and unless some other written agreement is executed by DISCLOSOR and DISCLOSEE regarding that Confidential information other than for the limited use stated above, and does not obligate DISCLOSOR to provide any such rights in the future. DISCLOSOR shall have sole and exclusive ownership of all rights, title, and interest in and to the Confidential Information, or any additional information or know how resulting from the information disclosed under this Agreement, including ownership of all patents, trade secrets, copyrights, trademarks, and goodwill pertaining thereto, subject only to the rights and privileges expressly granted in writing by DISCLOSOR. If DISCLOSEE makes or contributes to any intellectual property relating to the Confidential Information, including but not limited to an invention or work of authorship using or relating to the Confidential Information, DISCLOSEE hereby assigns all rights therein to DISCLOSOR, unless the parties enter into some other written agreement regarding same. DISCLOSEE agrees to do what is reasonably necessary, including but not limited to cooperating with the preparation and execution of any documents or files necessary to perfect the assignment from DISCLOSOR to DISCLOSEE of intellectual property rights relating to the Confidential Information. If any employee(s) of DISCLOSEE is(are) a co-inventor of an invention which becomes the subject of one or more applications for United States and foreign letters patent and United States and foreign letters patent granted upon such relating to the Confidential Information, such employee(s) shall be listed as a co-inventor on the patent application and shall execute an assignment of all right, title, and interest to the patent application to DISCLOSOR. This precludes any shop rights to DISCLOSEE or other persons. This assignment applies regardless of whether DISCLOSOR chooses to apply for, secure, maintain, reissue, extend or defend rights in intellectual property relating to the Confidential Information.

7. Duties of Employees, Contractors, Agents, and Shareholders. DISCLOSEE agrees to contract with all persons involved in this project, including but not limited to employees, contractors, agents, and shareholders, (hereinafter, "such persons") that such persons agree for himself or herself and his or her heirs, personal representatives, successors, and assigns, to assign and agree to assign to DISCLOSOR all rights to and title and interest in all intellectual property relating to the Confidential Information, and to applications for United States and foreign letters patent and United States and foreign letters patent granted upon such intellectual property relating to the Confidential Information. DISCLOSEE agrees to contract with all persons involved in this project, including but not limited to employees, contractors, agents, and shareholders, (hereinafter, "such persons") that such persons agree for himself or herself and his or her heirs, personal representatives, SUCCESSORS, and assigns, upon request of DISCLOSOR or its successors in interest, at all times to do such acts, such as giving testimony in support of such person's inventorship, and to execute and deliver promptly to DISCLOSOR or its successors in interest such papers, instruments, and documents as from time to time may be necessary or useful in the opinion of DISCLOSOR or its successors in interest to apply for, secure, maintain, reissue, extend, or defend DISCLOSOR's or its successors in interest's worldwide rights in the intellectual property relating to the Confidential Information or in any or all U.S. letters patent and in any and all letters patent in any country foreign to the United States, so as to secure to DISCLOSOR or its successors in interest the full benefits of the intellectual property relating to the Confidential Information or discoveries and otherwise to carry into full force and effect the text and the intent of the assignment set out above.
8. Further Assurances. Upon request of DISCLOSOR, DISCLOSEE shall take such further actions, and shall cause its personnel, agents, and employees to take such further actions, including but not limited to execution and delivery of instruments of conveyance, that DISCLOSOR may reasonably deem necessary or desirable to accomplish or evidence more fully and transfer of right, title, or interest discussed in paragraph 6 of this Agreement, or any other transfer necessary to fulfill the intent of this Agreement.
9. General Representations and Warrants. DISCLOSEE and DISCLOSOR each warrant and represent that the terms of this Agreement are not inconsistent with any other contractual or legal obligations they may have. DISCLOSOR makes no other representation or warranty regarding the validity, accuracy or reproducibility of the Confidential Information.
10. Injunctive Relief. DISCLOSEE acknowledges that the Confidential Information is of a unique character, contains trade secrets, and has other substantial proprietary value to DISCLOSOR, such that if DISCLOSEE does not uphold its obligations, DISCLOSOR will be irreparably harmed. DISCLOSEE therefore agrees that DISCLOSOR shall have the right to specifically enforce this Agreement and obtain injunctive relief to prevent disclosure of the Confidential Information, without the necessity of posting a bond even if otherwise required. DISCLOSOR shall be entitled to a temporary restraining order, a preliminary injunction, and/or a permanent injunction to prevent any contemplated or continued breach of the DISCLOSEE's obligations in this Agreement, without the need to prove harm. DISCLOSOR'S right to obtain such relief shall not limit its right to obtain other remedies.

11. Assignment. DISCLOSEE may not sell, assign, sublicense, subcontract, or in any other way transfer any right or obligation of this Agreement without the prior written consent of DISCLOSOR.
12. Choice of Laws and Forum. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida, U.S.A., as it applies to a contract executed, delivered, and performed solely in such state. Both DISCLOSOR and DISCLOSEE agree that all disputes concerning the interpretation and enforcement of this Agreement shall be heard by a court of competent jurisdiction in the State of Florida, U.S.A. Furthermore, DISCLOSEE hereby consents to personal jurisdiction in the State of Florida, U.S.A. for any dispute arising out of a violation of this Agreement, or any attempt to recover losses incurred on such dispute.
13. Severability. The provisions of this Agreement are severable. To the extent that any provision, portion or extent of this Agreement is determined by the final judgment of a Court having competent jurisdiction to be invalid. Illegal or otherwise unenforceable, then that provision, portion, or extent will be limited if possible and only thereafter severed if necessary. Any such limitation or severing shall be only to the extent necessary to render the Agreement valid and enforceable. The remaining provisions, portions, and extent of the Agreement will be enforced to give effect out of the intention of the parties in so far as possible.
14. Waiver. No failure or delay by either of the parties in exercising any right, power or privilege under this agreement shall operate as a waiver thereof.
15. Integration. This Agreement constitutes the complete and entire agreement of the parties hereto and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified solely through a written document executed by the parties to this Agreement, and shall be enforceable in accordance with its terms when assigned by the party sought to be bound.

DISCLOSOR

DISLCOSEE

Company: See Page one

Company: _____

By: _____

By: _____

Typed Name: James Carvin

Typed Name: _____

Title: See Page One _____

Title: _____

Date: _____

Date: _____