



NONDISCLOSURE AND NON-COMPETITION AGREEMENT

This Nondisclosure Agreement (the "Agreement") is made as of _____, 2009 by and between WindPath Sailing, Inc., a Connecticut corporation (the "Company"), and _____ (the "Potential Licensee").

WHEREAS, the Potential Licensee has expressed interest in entering into a Agreement with the Company

WHEREAS, in the course of discussions and negotiations between the Company and the Potential Licensee, the Company may reveal Confidential Information (as defined below) to the Potential Licensee;

WHEREAS, this Agreement is intended to permit Potential Licensee to use and disclose Confidential Information in the limited manner set forth herein, while still affording complete protection of the Confidential Information against use or disclosure not authorized by this Agreement; and

WHEREAS, as a condition precedent to revealing Confidential Information to the Potential Licensee the Company has requested that the Potential Licensee agree to, and the Potential Licensee has agreed to be bound by, the non-competition provisions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definition of Confidential Information.** "Confidential Information" means information, technical data, trade secrets or know-how of the Company (whether in writing or conveyed orally), including, but not limited to, that which relates to trademarks, products, product plans, developments, research, inventions, processes, patents, patent applications, designs, drawings, software, computer programs, regulatory information, business plans, agreements with third parties, services, customers, wholesale pricing, marketing or financial information of the Company. Confidential Information does not include any of the foregoing items which (i) are in the possession of the Potential Licensee at the time of disclosure, (ii) prior to or after the time of disclosure becomes publicly known and made generally available other than as a result of any action or inaction of the Potential Licensee in violation of this Agreement or other duties imposed upon him by applicable law, (iii) is approved in advance by the Company, in writing, for release, (iv) is at any time rightfully disclosed to the Potential Licensee by a third party or parties without violation of any obligation of confidentiality, or (v) is required to be disclosed by Potential Licensee by applicable law or by proper legal, governmental or other competent authority, provided that the Company shall be notified sufficiently in advance of such requirement so that it may seek an appropriate protective order (or equivalent) with respect to such disclosure, with which the Potential Licensee shall fully comply, and, provided further, that in the event such protective order is not obtained, the Potential Licensee shall disclose only that portion of the Confidential Information which his counsel advises that he is legally required to disclose.

2. **Use and Disclosure of Confidential Information Forbidden.**

(i) The Potential Licensee agrees not to use any Confidential Information disclosed to him for any purpose other than for the purpose of evaluating a potential transaction with the Company.

(ii) The Potential Licensee shall not disclose or permit disclosure of any Confidential Information to third parties, other than to his financial and legal consultants (collectively, the "Permitted Persons"). Prior to the disclosure of Confidential Information to any Permitted Person, the Potential Licensee shall notify such Permitted Person of the Potential Licensee's obligations under this Agreement and shall instruct such Permitted Person not to use or disclose such Confidential Information in violation of

the provisions of this Agreement. The Potential Licensee agrees that he shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. The Potential Licensee agrees to promptly notify the Company in writing of any unauthorized disclosure by him or the Permitted Persons of Confidential Information that may come to his attention.

3. **Return of Materials.** Any materials or documents that have been furnished by the Company to the Potential Licensee (other than materials or documents that the Company is legally obligated to disclose or deliver to the Potential Licensee) shall be promptly returned by him to the Company, accompanied by all copies thereof, within ten (10) days after the written request of the Company.

4. **No Rights Granted.** Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right, nor shall this Agreement grant to any party hereto any rights in or to the Confidential Information other than the limited right to use and disclose such Confidential Information solely for the purposes set forth in Section 2 hereof.

5. **Term.** The foregoing commitments of the Potential Licensee shall continue for a period terminating on the later to occur of the date which is (i) three (3) years from the date of this Agreement or (ii) two (2) years from the date on which Confidential Information is last disclosed under this Agreement.

6. **Non-Competition.** In order to protect the substantial time and effort that the Company has invested in developing its business, the Company has requested the Potential Licensee to agree to the non-competition provisions (the "Non-Competition Covenant") set forth in this Section 6, and the Potential Licensee has agreed to be bound by such Non-Competition Covenant. For a period of two (2) years from the date of this Agreement, the Potential Licensee agrees that neither he nor any entity in which he has an equity interest or to which he serves as a consultant, advisor or other agent will, without the prior written approval of the Company, become involved in any way in the business of watercraft vessel shared usage sales or in any business competitive with that performed by the Company. It is agreed and understood that a charter business that charges for the use of a watercraft on a per use basis, a vessel dealership, brokerage or a boating education program is not considered as competition.

----- Initial here to acknowledge and be bound by section 6 above.

7. **Successors and Assigns.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors, assigns, heirs and estates of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors, assigns, heirs and estates any rights, remedies, obligations or liabilities under or by reason of this Agreement.

8. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties hereto agree to renegotiate such provision in good faith. In the event that the parties hereto cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

9. **Governing Law; Jurisdiction.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Connecticut, without giving effect to principles of conflicts of law.



Each of the parties hereto consents to the non-exclusive jurisdiction of the courts located in the State of Connecticut for the settlement of any disputes arising out of this Agreement.

10. **Remedies.** The Potential Licensee agrees that the obligations set forth in this Agreement are necessary and reasonable in order to protect the Confidential Information and the Company and its business. The Potential Licensee further agrees that, due to the unique nature of the Confidential Information and the Non-Competition Covenant, monetary damages would be inadequate to compensate the Company for any breach by him of his covenants and agreements set forth in this Agreement. Accordingly, the Potential Licensee agrees and acknowledges that any such violation or threatened violation shall cause irreparable injury to the Company and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Company shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Potential Licensee, without the necessity of proving actual damages.

11. **Amendment and Waiver.** Any term of this Agreement may be amended with the written consent of the parties hereto. Any amendment effected in accordance with this Section shall be binding upon the parties hereto and their respective successors, assigns, heirs and estates. Failure to enforce any provision of this Agreement by a party hereto shall not constitute a waiver of any term hereof by such party.

12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

13. **Entire Agreement.** This Agreement is the product of both of the parties hereto, and constitutes the entire agreement between such parties pertaining to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Nondisclosure Agreement as of the date first above written.

WindPath Sailing, Inc.

By: _____
Name: Ian Treibick
Title: President

Potential Licensee

Signature

Printed Name

Date