



*Instructions for filling out NDA form:
(areas marked in red)*

- 1) Enter current Date (m/d/yy) at top left of page
- 2) Enter Company Name
- 3) Enter State
- 4) Enter legal entity (i.e Partnership, Corporation)
- 5) Enter full address including state and zip
- 6) Enter day, month and year field
- 7) Enter signature name and title
- 8) Print out form
- 9) Initial each page at bottom
- 10) Sign document
- 11) Fax agreement to: 786-513-2332

Vertical Yachts

2890 NE 187th Street, Aventura, FL 33180

305-528-6432/786-513-2332 fax

CONFIDENTIALITY / NON-CIRCUMVENTION

NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this "**Agreement**") by and between **Vertical Yacht Club Development, LLC**, a Florida limited liability company, **VYSS Technologies, LLC**, a Florida limited liability company, **VYSS, LLC**, a Florida limited liability company (collectively "**Vertical Yachts**") and _____, a _____, with offices at _____ ("**Company**"), is entered into and is effective as of the date indicated at the end of this Agreement (the "**Effective Date**") and shall also extend to Confidential Information (as defined herein) disclosed both pursuant to this Agreement and in anticipation of, but prior to, execution of this written Agreement.

A. Commencing with discussions held between their respective representatives beginning on the Effective Date, the parties have pursued and expect to continue to pursue discussions (the "**Discussions**") relating to a business relationship between Company and Vertical Yachts utilizing the Vertical Yachts services and/or technology (the "**Vertical Yachts Technology**").

B. In the course of these discussions Vertical Yachts has disclosed to Company and may continue to disclose to Company Confidential Information. For the purposes of this Agreement, "Confidential Information" means information disclosed by Vertical Yachts, including but not limited to the terms and conditions of this Agreement, the existence of the discussions between the parties, Vertical Yachts's trade secrets, any nonpublic information relating to Vertical Yachts's product plans, designs, ideas, concepts, costs, prices, finances, marketing plans, business opportunities, business relationships, know-how, personnel, research, development or know-how and any other nonpublic technical or business information of Vertical Yachts or relating to the Vertical Yachts Technology that may be exploited in any commercial manner. Notwithstanding the failure to mark information as confidential, it is expressly agreed between the parties that the following information will be deemed to be Confidential Information: the sales, marketing and promotion plans related to the Vertical Yachts Technology as well as any of Vertical Yachts's products or services; Vertical Yachts's financial information and business practices or policies; and Vertical Yachts's customer lists and customer information. Vertical Yachts will provide to Company certain printed, typed and handwritten materials and other tangible materials containing or relating to Confidential Information ("Documentation").

In order to protect the Confidential Information, both during the term of the Discussions and after their expiration or termination, Company agrees as follows:

1. Company shall maintain the Confidential Information of Vertical Yachts in strictest confidence and shall not disclose to any third party any Confidential Information received from the other party. In addition, Company shall ensure that its officers, employees and agents likewise maintain the Confidential Information in strictest confidence and that such persons do not disclose such Confidential Information to any other party. Company shall not have the right to use, duplicate, reproduce, copy, distribute or disseminate Confidential Information except for purpose of the Discussions or negotiations.

2. Company agrees to limit access to Confidential Information to its own officers and employees on the absolute need-to-know basis solely for the purpose of the Discussions, and to use the same degree of care in reserving the secrecy of the Confidential Information as it uses in preserving the secrecy of its own Confidential Information.

3. Notwithstanding the conclusion or termination of the Discussions, Company shall continue to fulfill its obligations hereunder for a period of three (3) years from the date of disclosure. Upon termination of the Discussions, all Confidential Information, including all forms of Documentation shall be returned to Vertical Yachts, including any copies or adaptations made by the receiving party.

4. Company acknowledges and agrees that no effort shall be made to circumvent the terms of this agreement in an attempt to compete with Vertical Yachts.

5. The obligation of Company under Paragraphs 1 and 2 above shall not apply or shall cease to apply to any information which Company can demonstrate by reasonable documentary proof (a) to have been in the possession of Company at the time it was first disclosed by Vertical Yachts; (b) was in the public domain at the time it was disclosed to Company; (c) entered the public domain through sources independent of Company and through no fault of Company; (d) was lawfully obtained by Company from a third party who is free to disclose such information to Company; (e) to have been at any time developed by Company independently of any disclosure from or Vertical Yachts Technology Vertical Yachts; or (f) has been in the possession of Company for more than five (5) years.

6. Company shall not have any right to register any patent, copyright, trademark, service mark or system, method or design based upon the Vertical Yachts Technology or the Confidential Information or otherwise register or claim any right to use the Vertical Yachts Technology or any Confidential Information disclosed to it without the express written consent of Vertical Yachts. Nothing herein, and no disclosure of Confidential Information or Documentation pursuant hereto, shall be deemed a grant to Company, whether by implication, estoppels or otherwise, of any right or license under any industrial property right of Vertical Yachts.

7. The Discussions shall continue until the date on which an Agreement shall have been concluded or the date on which either party shall have given written notice to the other of termination of the Discussions. All obligations of the parties hereunder shall survive any termination of the Discussions.

8. Each party acknowledges and agrees that the unauthorized disclosure or use of Confidential Information disclosed to it by the other party or any other breach of its obligations will result in irreparable injury to the party, which furnished the Confidential Information. Therefore, Company agrees that Vertical Yachts shall be entitled to receive injunctive relief in any legal proceeding instituted by Vertical Yachts as well as monetary damages.

9. Nothing herein shall be deemed to impose any obligation on either party to proceed with any transaction discussed in connection with the Business Purpose, and each party reserves the right to terminate discussions regarding the Business Purpose at any time. Each party acknowledges and agrees that nothing contained in this Agreement will be construed as granting any rights, by license or otherwise, to the receiving party to any of the disclosing party's Confidential Information, copyrights, patent rights, trade secrets, or other proprietary rights, except as expressly set forth in this Agreement.

10. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Florida, USA.

Witness the following duly authorized signatures this ____ day of _____, 200__:

VERTICAL YACHTS

COMPANY

By: _____

By: _____

Name:

Name:

Title:

Title: