

NON-DISCLOSURE AGREEMENT

between

and

[Top Sports Equipment Co., Ltd.]

THIS CONFIDENTIALITY AGREEMENT (this "Agreement"), dated as of [xxx. xx], year xxx, is by and between **xxx** (hereinafter the "Disclosing Party") and **[Top Sports]** (hereinafter the "Receiving Party" and jointly with the Disclosing Party as the "Parties").

WHEREAS:

A. - Disclosing Party and Receiving Party are exploring the possibility of entering into a possible transaction by and between the Parties relating to the manufacturing of sport equipment exclusively designed by and for the use of Float Foils only.

B. - Disclosing Party will disclose to Receiving Party certain Confidential Information (as defined below);

E. - Disclosing Party desires to maintain the confidentiality of the Confidential Information and to prevent its Unauthorized Use (as defined below) by the Receiving Party and its Unauthorized Disclosure (as defined below) to any third party.

Now, therefore, the Parties obligate themselves in the terms herein stipulated.

1. DEFINITION OF CONFIDENTIAL INFORMATION:

Confidential Information is defined as any and all information, but not limited to, (a) all written information and design files, design patterns, or any information related to the products of the brand, communicated by the Disclosing Party to the Receiving Party or its related entities and (b) all records that the Receiving Party or its related persons have access or develop based on the records, information or documents provided by the Disclosing Party, or related with its current business, strategies, plans and commercial procedures, investments, marketing, accounting and economical information; technical and scientific information; software, internal organization, operational and control methods and clients information; and any and all other information which disclosure could result in serious damage for the Disclosing Party.

Any Confidential Information supplied by the Disclosing Party to the Receiving Party prior to the execution of this Agreement shall be subject to the same treatment as the Confidential Information made available after the execution of this Agreement.

Notwithstanding the foregoing, Confidential Information shall not include information which (i) was available to the public prior to the time of disclosure to the Receiving Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party; (iii) was disclosed to the Receiving Party by a third party (without any breach of any confidentiality agreement with or obligation to the disclosing party) who did not unlawfully acquire or receive such information on a confidential basis from the Disclosing Party; (iv) after being furnished to the Receiving Party, entered the public domain through no act or failure to act

of the Receiving Party or to the knowledge of the Receiving Party, any third party who may have acquired such information on a confidential basis from the Disclosing Party; or (v) was independently developed by the Receiving Party without any breach of this Agreement.

2. NON-DISCLOSURE OBLIGATION:

The Receiving Party shall keep the Confidential Information confidential and secure, and shall use at least the same standard of care to protect the Confidential Information as the recipient employs for the protection of its own proprietary information, but in no case less than a commercially reasonable standard of care. Under no circumstance shall the Receiving Party disclose the Confidential Information to any third party or appropriate such information for commercial use for its own benefit or that of third parties.

The term "Unauthorized Disclosure" shall mean the disclosure by the receiving Party of Confidential Information to any person or entity other than its designated dependents that are aware of this Agreement and who agree to comply with the provisions of it, without the prior written consent of the Receiving Party. The term "Unauthorized Use" shall mean the use by the Receiving Party of Confidential Information received from the Disclosing Party for any purpose other than solely evaluating the Potential Transaction. The Receiving Party shall remain responsible for any Unauthorized Disclosure or Unauthorized Use of Confidential Information by its representatives or dependents.

Without the prior written consent of the Disclosing Party, the Receiving Party will not disclose to any person either the fact that discussions or negotiations are taking place concerning the Potential Transaction, or any of the terms, conditions or other facts with respect to any such Potential Transaction, including the status thereof, except as may be required by law (subject to Section 3 hereof).

3. OBSERVANCE OF LAWS:

Should the Receiving Party be obligated by law or regulation (by oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demand or similar process) to disclose any information included in the Confidential Information or the existence of negotiations between the Parties, the Receiving Party shall, promptly notify the Disclosing Party of such request or requirement so that it may seek an appropriate protective order and/or waive the Receiving Party's compliance herewith.

4. DAMAGES:

Receiving Party will indemnify and hold harmless Disclosing Party from any direct damage, loss, cost or liability arising out of or resulting from breach of this Agreement, once there is a statement of the corresponding arbitrator. Likewise, Disclosing Party will be entitled to fill recovery actions against Receiving Party for any indemnification, fine or cost of any nature in which the Disclosing Party may have incurred because of Receiving Party's breach of this Agreement.

5. RETURN OF CONFIDENTIAL INFORMATION:

Unless otherwise agreed upon in writing, either Party may, at any time upon written notice to the other Party, terminate any further negotiations or discussions concerning the Potential Transaction. Thereupon, Receiving Party will promptly (in no event later than 5 business days after written request therefore by the other Party) either deliver to the Disclosing Party or destroy (as the Disclosing Party may determine) all tangible materials containing or embodying Confidential Information furnished pursuant to this Agreement (whether prepared by the disclosing Party, derived from information supplied by the disclosing Party, or otherwise) and will not retain any copies thereof. Upon such delivery or destruction, the Receiving Party shall provide the disclosing Party a certificate executed by the Receiving Party certifying that all such materials have been returned or destroyed. Notwithstanding the foregoing, the Receiving Party may retain copies of Confidential Information to the extent required by law or regulation or as required by its internal document retention policy, in each subject to the confidentiality obligations hereunder.

6. TERM AND TERMINATION:

Unless otherwise agreed upon in writing, the obligations undertaken by the Receiving Party under this Agreement shall continue in force for a period of 10 years from the date hereof, regardless of whether the Potential Transaction is consummated, terminated or abandoned. Notwithstanding the foregoing, nothing in this Agreement shall prohibit the Receiving Party from conducting its normal business practices, provided, that there shall be no Unauthorized Use or Unauthorized Disclosure of Confidential Information.

7. MISCELLANEOUS:

This Agreement shall be binding for the Parties and its successors and assignees.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter thereof and may not be amended or terminated except by a writing executed by both Parties.

8. APPLICABLE LAW:

This Agreement shall be governed by and construed in accordance with the laws of [the Republic of xxx.

9. ARBITRATION

Any difficulty or controversy arising between the Parties with respect to the application, interpretation, duration, validity or execution of this Agreement, or for any other reason, shall be submitted to arbitration pursuant to the current Rules of Arbitration Procedure of the Santiago Arbitration and Mediation Center.

The Parties confer an irrevocable special power of attorney upon the xxx so that it may, at the written request of any of the parties, appoint an Arbitrator-at-law with regard to the Substance of the Dispute and xxx with regard to the Procedure from the members of the arbitration corps of xxx. Each Party may recuse the appointed arbitrator twice, without expression of cause.

There shall be no remedy against the arbitrator's resolutions. The arbitrator is especially empowered to resolve any matter relating to his/her competence and/or jurisdiction.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the date first above written by the following individuals who certify that they have the authority to bind the Parties.

pp.

Name:

pp. [Top Sports Equipment Co., Ltd.]

Name: [Josh]