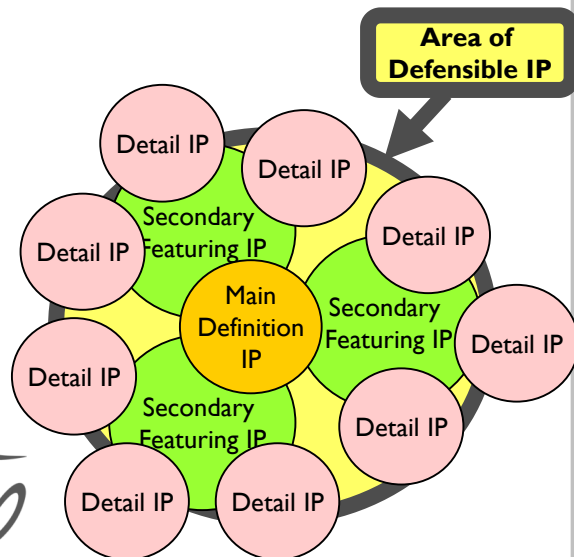


## Understanding the Strength and Weakness of Intellectual Property – Item 1 of 3

- Establishing effective and defensible intellectual property is a complex issue.
- Correct territorial strategy is used to maximise area coverage against counterfeiting.
- A balance must be struck between wide weak coverage and sharp narrow definition.
- Detail definition of associated heirarchical techniques deriving from the main invention are essential to buttress the main definition.
- Using patent grouping, effective IP is possible.
- IP is expensive and should be applied only where clean definitions are possible.
- **IP cannot be established after confidentiality is breached.**

*coupehardtop*



## Understanding the Responsibility of Real Confidentiality - Item 2 of 3

- The confidentiality agreement must be strictly adhered to by all parties or punitive damages will be claimed according to English and Welsh law.
- No information on these projects may be shared with any third party until they are formally launched to the public or until ten years have lapsed from the date of signature.
- This project, if discussed with third parties must be referred to as the **"CHT Targa"**.
- General discussion of this project should be avoided with third parties.
- Information distribution regarding the product aspect of these projects is strictly a *need-to-know* basis, it is anticipated that in the early stage of the project only very few people will *need-to-know*; the investors, collaborators, Ben Collins and the patent agent.
- Confidentiality breaches by equity partners will, in addition to punitive damages, result in a proportional loss of equity or total forfeit of equity as compensation to be agreed by independent arbitration and redistributed to the other project shareholders
- Confidentiality breaches will result in expulsion from the company.
- ***The value in these projects is unilaterally bound together with confidentiality, once that is lost it is impossible to recover and commercial potential is massively reduced in value.***
- There are **NO EXCUSES** for unilaterally breaching confidentiality.
- Breaching confidentiality destroys the value of the project.

Accepted and understood by: *coupehardtop*

Signature \_\_\_\_\_ of \_\_\_\_\_ (Inc. Address) Date \_\_\_\_\_  
 Witnessed \_\_\_\_\_ of \_\_\_\_\_ (Inc. Address) Date \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Ben Collins, CoupeHardTop Intellectual Property Owner





**Confidentiality Agreement Item 3 of 3**



**Mutual Confidential Information Exchange Agreement for the CoupeHardTop Targa Project – A Non-Disclosure Agreement**

This Mutual Confidential Information Exchange Agreement (hereinafter referred to as the "Agreement") is made and entered into by **Ben Collins**

(hereinafter referred to as "**BC**") and \_\_\_\_\_ of \_\_\_\_\_ and its parent, subsidiaries, affiliates, employees, officers, directors, principals, associates and other representatives (hereinafter referred to as "**Confidant**"). During the term of this Agreement, **BC** and the **Confidant** agree to receive information and data (hereinafter referred to as "Confidential Information") from each other for the sole purpose of evaluating the capabilities, technologies, products and product specifications of each party. Such data shall include, but not be limited to technical information, including preliminary product descriptions and specifications, source code, financial information and forecasts, business plans and trade secrets.

1. As between the parties hereto, the provisions of this Agreement shall supersede the provisions of any legend which may be affixed to the Confidential Information by the disclosing party and the provisions of such legend shall, to the extent it is inconsistent herewith, be without any force or effect.

2. Notwithstanding that this Agreement shall have terminated or expired, each party agrees to keep in confidence and prevent the unauthorized use or disclosure to any unauthorized person or persons of all Confidential Information which is designated in writing, or by an appropriate stamp or legend by the disclosing party to be of a proprietary or confidential nature which is received under this Agreement and to use such data on for the above stated purposes. Confidential Information shall include information disclosed orally only if identified as proprietary information at the time of first oral disclosure and reduced to writing within thirty (30) days thereof. Neither party shall be liable for use or disclosure of any such Confidential Information if the same:

- A. Is in the public domain at the time of disclosure;
- B. Is known to the receiving party at the time of disclosure;
- C. Is used or disclosed with the prior written approval of the other party;
- D. Is used or disclosed after ten (10) years from the date of this Agreement;
- E. Is independently developed by the receiving party;
- F. Becomes known to the receiving party from a source other than the disclosing party without breaching Agreement by the receiving party.

3. Neither party shall be liable for inadvertent, accidental or mistaken use or disclosure of Confidential Information obtained under this Agreement despite the exercise of the same reasonable precautions as the receiving party takes to safeguard its own proprietary information.

4. Neither execution of this Agreement nor disclosure of Confidential Information hereunder by either party hereto shall be construed as granting to the other, either expressly or otherwise, any license under any invention or patent now or hereafter owned or controlled by such party, nor shall such Agreement or disclosure constitute any representation, warranty or assurance by the transmitting party with respect to any infringement of patents or other rights of third parties.

5. Term. The term of this Agreement, during which Confidential Information may be furnished, from the date hereof to 18 months after such date.

6. Each party shall perform its obligations hereunder without charge to the other. Nothing in this Agreement shall:

- A. Grant either party the right to make any commitment of any kind for or on behalf of the other party without the prior written consent of the other party; or
- B. Create or be interpreted in any way as a joint venture, partnership or formal business organization of any kind.

7. Termination. Upon expiration or termination of this Agreement, or upon breach of any obligation of this Agreement by the receiving party, or upon request of the disclosing party, all recorded copies of the Confidential Information and portions thereof remaining in the receiving party's possession shall be returned to the disclosing party or destroyed, and such return or destruction certified to the disclosing party.

8. This Agreement constitutes the entire Agreement and understanding between the parties as to the subject matter hereof, and supersedes and replaces all prior and contemporaneous agreements, written or oral, as to such subject matter.

9. Binding on Heirs and Successors. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, **Confidant** and **BC**; but nothing contained in this section shall be construed as a consent by either party to any assignment of this Agreement.

10. Waivers. No waiver, modification or amendment of the terms of this Agreement shall be of any force or effect unless made by an instrument in writing and executed by all parties hereto.

11. Partial Invalidity. Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect unimpaired by the holding of the court.

12. Disputes. Any dispute relating to the interpretation or performance of this Agreement shall be resolved at the request of either party through binding arbitration in accordance with the rules of a respected Arbitration Association. Judgment of any award determined by the arbitrators may be entered in the appropriate court having jurisdiction.

13. Attorneys' Fees. Should any litigation or arbitration be commenced between the parties to this Agreement concerning the work product developed and its acceptance, or the rights and duties of either party in relation thereto, the prevailing party in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for its attorneys' fees.

**Acceptance By:**

Signature \_\_\_\_\_ of \_\_\_\_\_ (Inc. Address)

Date \_\_\_\_\_ Witnessed \_\_\_\_\_ of \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: Ben Collins  
Title: CoupeHardTop Intellectual Property Owner



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