

**RICHMOND AUTO PARTS TECHNOLOGY, INC.**  
**CONFIDENTIALITY AND INVENTION AGREEMENT**

This Confidentiality and Invention Agreement (“Agreement”) is made by and between \_\_\_\_\_ (“Contractor”) and Richmond Auto Parts Technology, Inc. (“Company”).

Contractor enters into this Agreement, effective upon Contractor’s signature, in exchange for a portion of the consideration Contractor will receive from the Company for the goods and/or services Contractor renders to the Company (collectively, “Contractor’s work”):

1. **Confidential Information/Trade Secrets:** “Confidential Information” means and includes, but is not necessarily limited to, the Company’s products, services, prices, business procedures, strategies, financial information, business plans, marketing plans, sales performance, profitability data, pricing practices, manufacturing “know how”, unique technology, projections, data bases, problems relating to production or products, lists and identities of customers and/or prospective customers, discounts, profit margins, inventions (including as defined in Part 4, below), technical information describing, containing or providing insight regarding the Company’s production practices, techniques, tooling, machinery, fixtures, formulas, compositions, research or computer software, and all designs, plans, data, trade secrets, intellectual property and other proprietary information of the Company. “Confidential Information” also includes all figures, calculations, correspondence, notes, records, files, memoranda, papers, e-mail, text messages and other communications, drawings, sketches, photographs, proofs, artwork, mock ups, computer printouts, electronic information storage devices and all other information, materials, data and other things of any type or description, including copies thereof, owned by or pertaining to the Company that constitute or contain information not generally known to or accessible by the public or the Company’s competitors and which a person exercising reasonable judgment would understand would, or likely would, be detrimental to the Company’s business interests and/or aid or assist a competitor of the Company if divulged, disclosed or otherwise communicated without the Company’s authorization. Confidential Information also includes any information, data or other materials owned by or pertaining to any past, present or prospective customer of the Company, which Contractor gained access to or learned of through Contractor’s work. All information, data and materials that arguably constitute or contain Confidential Information are deemed such, regardless of whether so stamped, marked or otherwise expressly identified as such. Confidential Information does not include information that is in the public domain or which becomes part of the public domain through no fault of Contractor’s.
  
2. **Non-Disclosure:** Contractor agrees that, while performing Contractor’s work and for a period of five (5) years thereafter, Contractor shall not divulge to any person or entity, or make use of, any Confidential Information or trade secrets of the Company, directly, indirectly, personally or on behalf of any other person, business, corporation or entity. This covenant is not intended to and does not limit in any way Contractor’s duties and obligations to the Company under statutory or common law not to disclose or make personal use of such information. Contractor acknowledges and agrees that the sale or unauthorized use or disclosure of any of the Company’s trade secrets or other Confidential Information known to Contractor during or because of Contractor’s work constitutes unfair competition. Contractor promises not to engage in any unfair competition with the Company. Contractor also agrees not to deliver,

reproduce or in any way allow any such trade secrets or other Confidential Information, or any documentation relating thereto (whether physical or electronic), to be delivered to or used by any third party. Contractor's duty to maintain trade secrets and other Confidential Information in confidence shall be relieved only by express written consent from the Company, or by and only to the extent that any such trade secret or Confidential Information shall become known in the industry through no direct or indirect fault of Contractor.

3. **Conflict of Interest:** Contractor agrees that, while performing Contractor's work, Contractor will not engage in any other activity that competes with the business of the Company, or which otherwise conflicts with Contractor's obligations to the Company.
4. **Inventions:** Contractor agrees to hold in trust for the sole right and benefit of the Company, and hereby assigns to the Company or its designee, all of Contractor's right, title and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, trademarks, trade secrets, practices, techniques, forms, computer programs and any other idea or technology which, for example, advances, simplifies, or otherwise improves upon prior techniques, technologies, forms, computer programs or other ideas or the efficiency or profitability of the Company, performance of Contractor's job, or the job of other Contractors or Associates (collectively referred to as "Inventions"), whether or not patentable or registrable under copyright or similar laws, that Contractor may solely or jointly conceive, develop or reduce to practice, or cause to be conceived, developed or reduced to practice, while Contractor performs Contractor's work if the Invention arises from or is related to Contractor's work. Contractor acknowledges that all original works of authorship which are made by Contractor (solely or jointly with others) within the scope of or which are in any way related to the Company's business or operations and which are protectable by copyright (e.g., computer programs) are "works made for hire," within the meaning of the United States Copyright Act. Contractor agrees all Inventions and works made for hire are and shall be solely the Company's property. Contractor understands and agrees that the decision whether or not to commercialize or market any Invention or work made for hire is within the Company's sole discretion and for the Company's sole benefit and no royalty will be due to Contractor as a result of such commercialization or marketing.
  - a. **Notice to the Company:** Contractor agrees to promptly notify the Company, in writing, of all Inventions and works made for hire made or thought of by the Contractor (even if made or thought of with another person), if such Inventions or works made for hire were: (i) worked on, in whole or in part while performing Contractor's work and arose from or was related to Contractor's work; or (ii) relate to or are in any way connected with the business or operations of the Company. This obligation applies whether or not the Contractor has been requested by the Company to work on the development of such Inventions or works made for hire.
  - b. **Maintenance of Records:** Contractor agrees to keep and maintain adequate and current written records of all Inventions and works made for hire made by Contractor (solely or jointly with others) during or within six (6) months following the cessation of Contractor's work. The records will be in the form of dated notes, sketches, drawings and any other format that may be appropriate or specified by the Company. Contractor shall make such records available to, and they shall be and remain the sole property of, the Company at all times.

- c. **Patent and Copyright Registrations:** Contractor agrees to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Contractor further agrees that Contractor's obligation to execute or cause to be executed, when it is in Contractor's power to do so, any such instrument or papers shall continue following the conclusion of Contractor's work. If the Company is unable, because of Contractor's mental or physical incapacity or for any other reason, to secure Contractor's signature to apply for or to pursue any application for any United States or foreign patent or copyright registration covering Inventions or original works of authorship assigned to the Company as above, then Contractor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Contractor's agent and attorney in fact, to act for and in Contractor's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by Contractor.
5. **Return of Property:** Upon the conclusion of Contractor's work, Contractor agrees promptly to surrender and deliver to the Company any and all records, materials, equipment, drawings, documents and data of any nature pertaining to or constituting any Invention, work made for hire, trade secret or Confidential Information of the Company that Contractor has in Contractor's possession, custody or control or which later comes into Contractor's possession, custody or control.
6. **Not a Contract of Employment:** Contractor acknowledges Contractor is an independent contractor and not an employee of the Company. Contractor further acknowledges this Agreement is not an employment contract.
7. **Modification:** This Agreement may not be changed, modified, released, discharged, abandoned or otherwise amended, in whole or in part, except by an express writing, signed by Contractor and an authorized representative of the Company. No waiver by the Company of a breach of any provision of this Agreement shall operate or be construed as a waiver of any subsequent breach. Contractor agrees that no subsequent change or changes in Contractor's duties, compensation or other terms or conditions of the Contractor's work shall affect the validity or scope of this Agreement.
8. **Successors and Assigns:** This Agreement shall be binding upon Contractor's heirs, executors, administrators and other legal representatives. Contractor may not assign this Agreement, and any purported assignment of this Agreement by Contractor shall be null and void. This Agreement is for the Company's benefit and shall inure to the benefit of its successors, assigns, parents, subsidiaries and affiliates and their successors and assigns.

9. **Survival of Contractor's Obligations:** Contractor's obligations under this Agreement shall survive the completion of Contractor's work, regardless of the manner or reason for completion.
10. **Remedies:** Contractor agrees that any breach or threatened breach of this Agreement will cause irreparable harm to the Company for which damages would not be an adequate remedy and, therefore, the Company shall be entitled to injunctive relief with respect thereto (without the necessity of posting any bond) in addition to any other available remedies.
11. **Severability; Captions:** Each provision of this Agreement shall be treated as a separate and independent clause, and the unenforceability of any one provision shall in no way impair the enforceability of any other provision. If any provision is held to be unenforceable, such provision shall be construed by limiting or reducing it to the minimum extent necessary to make it and the rest of the Agreement legally enforceable. Headings and captions used herein are solely for the sake of convenience and shall not be deemed to alter, limit or modify the substance of its provisions.
12. **Entire Agreement:** Contractor acknowledges receipt of this Agreement and agrees that, with respect to the subject matter hereof, it is Contractor's entire agreement with the Company, superseding any previous oral or written communications, representations, understandings or agreements with the Company or any officer or representative of the Company. This Agreement and any other agreement(s) between Contractor and the Company relating primarily to other subject matter shall be construed to complement each other -- except to the extent any expressly modifies or supersedes another.

BY SIGNING BELOW, CONTRACTOR OR CONTRACTOR'S DULY AUTHORIZED REPRESENTATIVE ACKNOWLEDGES CONTRACTOR HAS READ THIS AGREEMENT CAREFULLY, UNDERSTANDS AND ACCEPTS THE OBLIGATIONS IT IMPOSES, AND CONFIRMS NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO CONTRACTOR TO INDUCE CONTRACTOR TO SIGN THIS AGREEMENT. CONTRACTOR HAS SIGNED THIS AGREEMENT VOLUNTARILY AND OF CONTRACTOR'S OWN FREE WILL.

Contractor Company Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

For Richmond Auto Parts Technology, Inc.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ (RAPT Associate)