

INTELLECTUAL PROPERTY IDENTIFICATION AND PROTECTION CHECKLIST

1. Copyright

Copyright extends to any literary works (including computer programs), dramatic, musical and artistic works developed by or for your Company (the "Company").

- (a) Has the Company registered copyright in any of these works?
- (b) Does the Company ensure that all items which are subject to copyright (which could include all published works) are marked with an appropriate copyright notice (e.g., ©2000, [author's name])?
- (c) Have the moral rights of authors of copyright materials been waived, where appropriate?
- (d) Has the Company entered into any licence agreements with third parties which may be using the Company's copyrighted materials clarifying that title to such materials remains with the Company and restricting their ability to use, copy and disclose such materials?
- (e) With respect to any copyrighted items owned by third parties which the Company is using, is the Company, its employees and consultants doing so under a valid licence and strictly in accordance with its terms? Is the Company properly protected (for instance, with respect to access to source code, in the case of software licences) in the event of the bankruptcy of the licensor?

2. Trade Secrets

- (f) Does the Company have any trade secrets: i.e., information which is confidential and proprietary to the Company, as opposed to information which is generally known in the industry; information which you would not want your competitors to gain access to (such as formulae, designs, know-how, processes, reports, studies, source codes, financial and sales information)?
- (g) Are all trade secrets and other confidential materials clearly marked as CONFIDENTIAL?
- (h) Has the Company taken adequate security measures to restrict access to and prevent disclosure of trade secrets to all parties except those who have a need to know?
- (i) Has the Company entered into appropriate non-disclosure agreements with all employees and consultants who become, or may become, aware of the Company's trade secrets and directing them not to use a third party's trade secrets in the course of their work for the Company?
- (j) Does the Company insist that non-disclosure agreements be signed prior to entering into third party negotiations which may involve access to or disclosure or demonstration of its trade secrets?

3. Trade Marks

- (k) Does the Company keep a comprehensive list of all trade marks (in word or logo form), service marks, trade names, product names and the like which the Company is using or planning to use in association with its products and services? This list should include product names, including the name(s) of any software program(s). The list should also include the dates of all registrations and the expiry dates of registrations, and a diarization system should be in place to ensure that the registrations are renewed prior to their expiration.
- (l) Does the Company perform a trade mark registrability search in the applicable jurisdictions before spending large sums of money and starting to use a new trade mark?
- (m) Have trade mark registrations been applied for or obtained for each mark the Company is using?

- (n) Have the registrations been reviewed recently to ensure that they cover all of the products and services which the trade marks are currently being used to identify?
- (o) Should trade mark registrations be obtained in any foreign jurisdictions? Consider taking advantage of convention priority in other countries, if you are using or planning to use your trade marks there.
- (p) Are the symbols “™” or “®” used in conjunction with each use of any trade mark?
- (q) Are all of the Company’s employees and independent contractors aware of the way in which trade marks may and may not be used in association with the Company’s products and services?

THIS IS A 4-PAGE DOCUMENT.