
LESSINGER RACING

RACING FOIL 30

CONFIDENTIALITY AGREEMENT

Strictly Private & Confidential

BETWEEN:

Mr. Stéphane LESSINGER, an individual residing at 610 Rue Georges Rouault, 16800 Soyaux, France, acting as creator and owner of the LESSINGER RACING project (website: lessinger-marine.com; e-mail: contact@lessinger-marine.com; telephone: +33 6 14 99 96 14),

Hereinafter referred to as “Lessinger Racing” or the “Disclosing Party”,

AND

[COUNTERPARTY FULL NAME], having its registered office / residing at [address],

Represented by: [name and title, if applicable],

Hereinafter referred to as the “Recipient”,

Lessinger Racing and the Recipient are hereinafter individually referred to as a “Party” and collectively as the “Parties”.

RECITALS

Lessinger Racing is the owner of confidential information relating to the Racing Foil 30, a luxury electric hydrofoil runabout, including but not limited to its design, naval architecture, propulsion and foiling technology, engineering specifications, intellectual property, patent filings, business plan, financial projections, and commercial and fundraising strategy (the “Project”).

The Recipient has expressed interest in obtaining further information regarding the Project for the purpose of evaluating a possible collaboration, investment, partnership, or business relationship with Lessinger Racing (the “Purpose”).

In consideration of the significance of the confidential information that may be disclosed, Lessinger Racing wishes to define the rights and obligations attached to the disclosure of such information, and to protect its ownership thereof.

The Parties therefore agree, by means of this Agreement, that the communication of confidential information between them shall be subject to the terms and conditions set out below.

1. Purpose

The purpose of this Agreement is to define the terms and conditions under which Lessinger Racing may disclose to the Recipient certain confidential elements concerning the Project, so that the Recipient may evaluate the possibility of the collaboration referred to in the Purpose.

2. Definition of Confidential Information

For the purposes of this Agreement, “Confidential Information” means any and all information, materials, or data disclosed, transmitted, or made available to the Recipient by Lessinger Racing, whether directly or indirectly, in writing, orally, electronically, or by any other means, including without limitation documents, e-mails, drawings, renders, videos, technical, scientific, financial, commercial, and non-technical information, relating to the Racing Foil 30 and, more broadly, to the Project.

3. Obligations of the Recipient

By signing this Agreement, the Recipient agrees to use the Confidential Information solely within the scope of the authorizations granted under this Agreement, and not to disclose it to any third

party other than its own employees or advisors bound by an equivalent duty of confidentiality, except where the following information is concerned:

- Information that was already lawfully in the Recipient's possession prior to its disclosure under this Agreement;
- Information that has already been made publicly available as of the date of disclosure under this Agreement, through no fault of the Recipient;
- Information that may lawfully be received by the Recipient from a third party without breach of any confidentiality obligation;
- Information independently developed at any time by employees of the Recipient without reference to or use of the Confidential Information.

4. Internal Disclosure

The Recipient acknowledges, warrants, and confirms that any information transmitted under the terms and conditions of this Agreement will be treated, within its own organization, by its management and employees, under the same conditions of confidentiality as set out herein. The Recipient shall inform any of its collaborators requesting access to the Confidential Information of the nature and existence of this Agreement.

5. Intellectual Property

It is understood that any right, title, or license relating to the Project, including any patents, designs, trademarks, and other intellectual property rights owned by Lessinger Racing, shall remain the exclusive property of Lessinger Racing and is covered by this Agreement. No license or right is granted to the Recipient under this Agreement, whether expressly or by implication, except the limited right to review the Confidential Information for the Purpose.

6. Return of Information

Should either Party no longer be interested in pursuing discussions between the Parties, all Confidential Information, original documents, and copies thereof transmitted by Lessinger Racing to the Recipient shall be returned to Lessinger Racing within sixty (60) days of Lessinger Racing's request, and the Recipient shall retain no copy thereof, in any form whatsoever.

7. Term

This Agreement shall take effect on the date of signature. All terms and conditions contained herein shall remain in force for a period of five (5) years from the date of signature indicated below.

8. Governing Law and Jurisdiction

Any dispute arising out of or in connection with this Agreement shall be submitted to the competent courts as follows:

- Paris, France, for legal matters generally;
- Any dispute relating to intellectual property rights registered with the INPI (Institut National de la Propriété Industrielle) shall be submitted to the competent courts having jurisdiction over INPI-related matters.

9. Governing Language

This Agreement is drawn up in English. In the event of any dispute regarding its interpretation, the English version shall prevail unless the Parties expressly agree otherwise in writing.

Executed at Angoulême, France, and Dubai, United Arab Emirates,
on [date].

Signed in two (2) original counterparts.

For LESSINGER RACING
Date: _____
Name: _____
Title: _____

For the Recipient
Date: _____
Name: _____
Title: _____