

Subject: (no subject)

Date: Wed, 27 Jun 2001 22:39:49 EDT

From: LogicomDW@aol.com

To: hologram@flash.net

Loren,

After reading the Confidentiality Agreement (CA) there are several concerns from your perspective that need to be addressed:

1. An expanded definition of "artificial neural technologies" needs to be crafted as part of the agreement-possibly as an appendix. The reasons for this are many. Also, if the technology involved is holography/holographic optical memories, it should also be stated. These areas are sufficiently broad to cover their concerns, while limiting your concerns of CA covering the waterfront of holography-something we both know is VERY large.
2. All documents containing material covered under the agreement should be marked as such I.E. CONFIDENTIAL. A log signed by sender and receiver should be witnessed and signed for each document sent/received/returned. This log should be transmitted along with the documents so that copies can be made at both ends. Safe keeping of the documents should be proven to both COMPANY and RECIPIENT before anything is sent. Content of conversational topics should be logged and agendas witnessed. This is very important later when something or other is claimed or disputed.
3. I believe a partnering arrangement is being sought but I think your business should receive compensation for facility/technician use as it occurs-unless you are investing in the COMPANY and do this for equity. I consider my own time in the same light. I don't believe they are ready to talk business plan-even for R&D activities-until their business organizing issues are resolved. They need help from many directions-all of which they need to decide. No corporation is yet formed so no formal board of directors exists. They should start to think hard about this if they intend to have more than one or two investors.
4. Injunctions/suits etc. need to be resolved under and through the state law of Illinois. This needs clarification in the CA.
5. If Lucy does the translating, her company Logicom would probably need a separate agreement, since she and myself would be considered as a third party.

I think with these updates, a final agreement should be achieved after the next review.

Regards and lots o' hugs,
Lucy and Dave