



Stenson Tamaddon Intellectual Property Agreement

Employee Intellectual Property and Proprietary Information Agreement

This Intellectual Property and Proprietary Information Agreement (“Agreement”) is made and entered into on _____ (“Effective Date”), between Stenson Tamaddon (“StenTam” or “Company”), a corporation organized under the laws of Arizona and _____ (“Employee”) (collectively the “Parties” and individually a “Party”).

1. Introduction

1.1 Employee acknowledges that as part of his/her employment with the Company, Employee will be entrusted with, use, and may assist in the development, improvement, and modification of StenTam’s Intellectual Property and/or Confidential Information, as those terms are defined below, and any Intellectual Property and/or Confidential constitutes the sole and exclusive property of the Company.

1.2 Employee acknowledges that consideration given to Employee as a condition of signing this Agreement, and other valuable consideration, are good and sufficient consideration for Employee's promises and waivers in this Agreement and that but for this Agreement, Employee would not be entitled to this consideration.

2. Definitions

1.1 As used herein, “Intellectual Property” means, without limitation, all inventions (whether patentable or not), creations, discoveries, concepts, ideas, findings, developments, materials, processes, algorithms, trademarks, service marks, copyrights, technology, computer software and programs (source and object code), works of authorship, formulas, literary and artistic works, trade secrets, disclosures, patent applications, patents, machines, molds, assemblies, improvements, descriptive literature, data, advertising, recordings, test data, drawings, designs, shop drawings, renderings, schematics, layouts, compilations, compositions, methods, devices, machines, manufacture, formulas, techniques, products, prototypes, symbols, names, images used in commerce, as well as improvements thereof and rights, claims or know-how related thereto.

1.2 As used herein, “Confidential Information” means all information previously or hereafter furnished by StenTam to Employee and any information previously or hereafter generated by the Parties hereto in connection with Employee’s relationship with Company (collectively, “Confidential Information”), including, without limitation, all information relating or pertaining to designs, findings, products, inventions, displays, sets, sketches, drawings, plans, artist renderings, copies, photographs,

reproductions, operations, method of operations, purposes, discoveries, equipment, samples, improvements, specifications, processes, marketing or promotion of products, know how, pricing, markup rates, test and other data, services, selling agreements, suppliers, customers, former customers, current or former customer information and/or lists, vendors, suppliers, former vendors and/or suppliers, current or former vendor and/or supplier information and/or lists, subcontractors, customer preferences, customer ordering patterns, secret processes, technical data, descriptions, formulas, budgets, projections, reports, research and development, studies, contracts, client lists, software, source code, business policies or practices, the identity, skills, and compensation of employees, contractors, and consultants, all objects, employee specialized training, documents and other materials which contain or otherwise reflect such information, whether marked "Confidential" or not.

3. Agreements and Covenants.

3.1 Any Intellectual Property or Confidential Information provided to Employee by or on behalf of Company remain the sole and exclusive property of Company. Further, Employee acknowledges and agrees that all right, title, and interest in and to any Confidential Information belongs to Company, and that Employee shall have no rights or license thereto.

3.2 As it pertains to any Intellectual Property (including any rights therein, invented, created, produced, authored, conceived, discovered, fixed, designed, developed, made, or reduced to practice by Employee, either solely or jointly with another or others), that (a) is invented, created, produced, authored, conceived, discovered, fixed, designed, developed, made, or reduced to practice with the use of any Confidential Information; the Company's equipment, facilities, materials, personnel, or other resources; and/or during the term of Employee's employment with the Company and relates to the Company's present or prospective business or actual or demonstrably anticipated products, research, advertising or development; (b) results from any services or work performed by Employee (or other employee of the Company) or suggested by any such services or work performed by Employee (or other employee of the Company) for the Company; and/or (c) to the extent permitted by and in accordance with applicable law, is otherwise invented, created, produced, authored, conceived, discovered, fixed, designed, developed, made, or reduced to practice during the term of Employee's employment with the Company ("Subject Property"), Employee shall, without payment of a royalty or any other compensation whatsoever, with respect to such Subject Property:

(a) promptly and fully inform the Company in writing of any Subject Property setting forth in detail the nature of the work;

(b) assign to the Company all of Employee's right, title, and interest in and to any Subject Property, including without limitation any applications for

United States and/or foreign patents, any patents granted upon any such applications, any United States or foreign copyright applications and registrations, and any other legal protections in any country;

(c) execute, acknowledge and deliver promptly to the Company, at the Company's request and expense, such written instruments and do and cause to be done all matter of things and other acts as may be necessary, appropriate, or convenient in the opinion of the Company to obtain, secure, maintain and enforce United States and/or foreign patents, United States or foreign copyright registrations, or any other legal protections in any country and to vest the entire right, title and interest in the Subject Property in the Company;

(d) keep and maintain adequate and current written records of all Subject Property (in the form of notes, sketches, drawings, and as may be specified by the Company), which records shall be available to and remain the sole property of the Company at all times and shall be deemed Confidential Information for the purposes of this Agreement.

3.3 Employee hereby expressly waives any "artist's rights" or "moral rights" Employee might otherwise have in the Subject Property and agrees the Company has the right to edit, modify, revise, and/or adapt the Subject Property (and cause others to do the same), as the Company deems appropriate in its sole and exclusive discretion and judgment.

3.4 Employee will not use or permit the use of any Confidential Information for any purpose whatsoever, except for and in the performance of his/her duties, responsibilities, and obligations in connection with his/her employment and relationship with the Company.

3.5 Employee shall not disclose, or make available, any Confidential Information to any third party, unless authorized to do so by the Company. Employee will exercise the highest degree of care to handle, safeguard, and protect the Confidential Information from access or disclosure, including without limitation to maintaining all documents, data, and records containing Confidential Information in a manner consistent with the Company's policies for safeguarding and protecting Company property, data, records, and information. See StenTam Policies, Safeguarding Company Property and Privacy and Data Protection

3.6 In the event Employee is required by law to disclose any Confidential Information, Employee shall give Company reasonable prior written notice of such required disclosure and shall permit Company to seek a protective order or to take appropriate actions to contest the disclosure and shall cooperate with Company in seeking a protective order or any other efforts to maintain the confidentiality of the Confidential Information. Employee shall notify Company immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other

breach of this Agreement and will fully cooperate with Company in every reasonable way to help regain possession of the Confidential Information and prevent its further use and disclosure.

3.7 If requested by the Company, Employee shall immediately deliver materials containing Confidential Information to the Company, and Employee will confirm in writing that all such Confidential Information has been returned to the Company.

4. Notice

4.1 Nothing in this Agreement is intended to interfere with or discourage a good faith disclosure to any governmental entity related to a suspected violation of the law.

4.2 Consistent with 18 U.S.C § 1833(b)(3), Employee is advised of the following:

a. “An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.” See 18 U.S.C. § 1833(b)(1).

b. “An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual—(A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.” See 18 U.S.C. § 1833(b)(2).

5. Termination

5.1 The agreements and covenants contain in this Section 3.2 and 3.3 will survive the expiration or termination of this Agreement, regardless of the cause for termination. Further, the Company will have exclusive ownership rights to all of the Employee’s post-employment Intellectual Property that arises from or directly relates to the Employee’s work for or with the Company.

5.2 The agreements and covenants contained in this Section 3 above survive the expiration or termination of this Agreement regardless of the cause of the termination of this Agreement and expire 6 (six) years after the date of Employee's termination; provided, however, that Confidential Information that constitutes trade secrets of a party, or confidential personal information, shall be kept confidential

indefinitely and shall remain subject to the confidentiality and non-use provisions of this Section indefinitely, subject to the limitations set forth in Sections.

6. Other Provisions

6.1 Waiver. The failure of any party to enforce any condition or part of this Agreement at any time will neither be construed as a waiver of that condition at a future time, nor will a waiver of any default act as a waiver of a party's rights concerning any other default.

6.2 Return of Company Property and Data. At termination or immediately thereafter of employment for any reason (but not more than forty-eight (48) hours after termination of employment), Employee agrees and will deliver to the Company all originals and copies of all Intellectual Property or Confidential Information, property, materials, records, documents, and data, belonging to the Company, bearing information relating in any way to the business of the Company or any client or customer of the Company, or in any way obtained by Employee during the period of Employee's employment with the Company that are in Employee's possession or under Employee's control.

6.3 Assignment. This Agreement will be binding upon the Employee's successors, heirs, and assigns for the benefit of StenTam and StenTam's successors, heirs, and assigns.

6.4 Choice of Law. This Agreement will be interpreted based on the laws of the State of Arizona, regardless of any conflict of law issues that may arise. The Parties agree that any dispute arising from this Agreement will be resolved at a court of competent jurisdiction located in the State of Arizona.

6.5 Complete Contract. This Agreement constitutes the Parties entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties.

6.6. Severability. In the event any provision of this Agreement is deemed invalid or enforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

6.7 Survivability: If any provision of this Agreement is declared or determined by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, the remaining parts, terms, and provisions shall remain valid and enforceable and any part found to be invalid or unenforceable shall be reformed, to the extent possible, to make it enforceable in accordance with the parties' intent as expressed herein and applicable law.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have executed this Agreement below.	
_____	_____
Name	Name
_____	_____
Signature	Signature
_____	_____
Date	Date