



# Intellectual Property Agreement

Rev 1 – 14-09-20

## **For all Contributors**

This Intellectual Property Agreement (“Agreement”) is made as of the date of signature below (the “Effective Date”) by and between BluBØX Security Inc. (hereafter “BluBØX”), and the undersigned (hereafter “I”, “me” or “my”).

## **Reasons for the Agreement**

I acknowledge that, in the course of my tenure with BluBØX, I may have access to, or I may create (alone or with others) “Intellectual Property” that is of value to BluBØX and constitutes BluBØX confidential and/or proprietary information. I understand that this makes my position one of trust and confidence. I understand that BluBØX needs to limit disclosure and use of such intellectual property. I understand that all restrictions are for the purpose of enabling BluBØX to fulfill its mission of developing and maintaining new or unique products, and of protecting the integrity and future of BluBØX.

## **1. Definitions**

- a. Intellectual Property” is information that is created by me (or that I helped create):
  - i. In the course of my tenure at BluBØX, or
  - ii. While using BluBØX tools, materials & information, or
  - iii. When my time was submitted to BluBØX for payment in any form (cash or equity).
- b. “Confidential Information” includes any information that is not generally known outside of BluBØX regarding BluBØX and its business, regardless of whether the information originated from BluBØX or not.
- c. Intellectual Property and Confidential Information may come in any form, including but not limited to written, oral, electronic, digital, or other form. It includes but is not be limited to:
  - i. Trade secrets, know-how, Inventions, discoveries, techniques, processes, methods, formulae and algorithms, ideas, technical data and specifications, testing methods, research and development activities, computer programs

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and designs (including improvements and enhancements, regardless of patentability), and

- ii. Contracts, product plans, sales & marketing plans, business plans,
- iii. Copyrightable materials,
- iv. Trademarks and service marks, and
- v. Any other item that is reasonably classifiable as “Confidential” or “intellectual property”.

**NOW, THEREFORE, I agree to the following:**

### **2. Confidentiality of BluBØX Intellectual Property**

Either during or after my tenure at BluBØX:

- a. Non-Use: I shall not use BluBØX Intellectual Property or Confidential Information unless specifically authorized to do so in writing by BluBØX.
- b. Non-Disclosure to Others: I shall not disclose BluBØX Intellectual Property or Confidential Information to any unauthorized person, except as may be required for the performance of my duties at BluBØX, or after having been specifically authorized to disclose in writing by BluBØX.

### **3. Disclosure and Ownership of Newly-Created Intellectual Property**

- a. I shall promptly and fully disclose to BluBØX any and all Intellectual Property that I create.
- b. I agree that all “Intellectual Property” that I create (or help create) shall be owned by BluBØX,
- c. I agree to and do hereby assign, transfer and convey to BluBØX the entire right, title, and interest in and to all Intellectual Property,
- d. I will execute and deliver any and all documents, take all actions and render any and all assistance reasonably requested by BluBØX during or at any time after my tenure at BluBØX to establish BluBØX’s ownership of, or to enable BluBØX to obtain patents to or register copyrights of any Intellectual Property that I created or helped create.
- e. I acknowledge that all Intellectual Property that is copyrightable subject matter and that qualifies as a “work made for hire” shall be automatically owned by BluBØX.
- f. In the event BluBØX is unable for any reason whatsoever to secure my signature to any document required to apply for or execute any patent, copyright, or other applications with respect to Intellectual Property, I hereby irrevocably appoint BluBØX and its authorized officers and agents as my agents and attorneys-in-fact to execute and file any such application and to

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do all other acts to further the prosecution and issuance of patents, copyrights, or other rights with respect to the Intellectual Property that I created (or helped create) with the same legal force and effect as if executed by me.

- g. Ownership and Return of Materials. All materials, including but not limited to business information, files, research, records, memoranda, books, lists, hardware, software, documents, drawings, models, sketches, designs, electronic files, and any other embodiment of Confidential Information or Intellectual Property received by me during my tenure at BluBØX and any tangible embodiments of such materials created by me, alone, or with others, whether confidential or not, are the property of BluBØX I shall return to BluBØX all such material, including copies thereof, in my possession or under my control upon termination of BluBØX for whatever reason or upon the request of BluBØX. The return of such materials shall take place within twenty-four (24) hours of notice of termination or upon request by BluBØX, whichever comes first.
- h. Survival of Obligations and Enforcement. The obligations that I have under this Agreement shall survive the termination of my service at BluBØX, regardless of the reasons or method of termination. I agree that BluBØX shall be entitled to recover from me all attorneys' fees incurred in enforcing BluBØX's rights under this Agreement.

***I have read and hereby agree to abide by the terms and conditions of the Intellectual Property Policy Agreement.***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*Please also initial  
every page*