**CONFIDENTIALITY AND INTELLECTUAL**

**PROPERTIES AGREEMENT**

Agreement made this \_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_ 2016, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Employee”) and **Resilient Solutions 21**, having its principal place of business at 7601 Jefferson, NE, Suite 100, Albuquerque, NM 87109 (“Company”). In consideration of Employee’s agreement and/or continued agreement with the Company, the parties as agree as follows:

1. **Confidentiality**. It is understood that, in the ordinary course of performing work and services as a employee of the Company, the Employee may have access to certain secret, private, confidential or proprietary information knowledge or data concerning or pertaining to the business or affairs of the Company, or of others, including memoranda, letters, tapes, reports, specifications, drawings, sketches, models, samples, data, computer programs or documentation thereof, other technical or business information, or disclosures of patentable inventions or copyrightable materials (collectively referred to as “Intellectual Properties”). Employee agrees (i) any and all Intellectual Properties are exclusive property of the Company; (ii) to keep any and all Intellectual Properties strictly confidential; (iii) not to disclose or permit disclosure of the Intellectual Properties to others without prior written approval by the Company; (iv) not to use Intellectual Properties for Employee’s own benefit; (v) not to use Intellectual Properties for any purpose other than to fulfill work or services as a Employee of the Company; and (vi) when in tangible form, to return Intellectual Properties to the Company promptly upon completion of Contract with the Company.
2. **Ownership/Use of Derived Products, Reports and Results.** Employee agrees that any and all ideas, marketing systems, code, designs, graphics, animations, computer programs, methods, improvements, secrets, processes, inventions, discoveries, products, information, innovations, suggestions, ideas, communications, reports, data, or products conceived, reduced to practice, derived, made or developed by a Employee (whether copyrightable, patentable or not), in whole or in part as a result of the Employee’s Agreement as an Employee of the Company (collectively referred to as “Derived Products”), or derived, made or developed within one hundred twenty (120) days after termination of the Employee’s relationship with the Company shall be promptly disclosed to the Company and shall be the sole and exclusive property of and owned by the Company. Employee agrees to assign all rights in the Derived Products to the Company and to provide the Company, at its request and expense, such executed instruments and evidence as the Company may reasonably request to perfect, enforce, and maintain the Company’s rights to such Derived Products, including assisting the Company in obtaining all related copyright registrations, trademark registrations and patents.
3. **Disclosure of Agreement/Costs of Enforcement**. The Company may disclose this Agreement to any person or entity who contracts with the Independent Employee at any time during the Employee’s Agreement with the Company and for a period of one year after the Employee’s Agreement with the Company. In the event either party brings an action to enforce this Agreement, or any legal action arising out of this Agreement, the prevailing party may recover reasonable attorneys’ fees and costs.

The parties have signed and delivered this Agreement.

**EMPLOYEE:** **COMPANY:**

**Resilient Solutions 21**

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Signature Signature

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Date Date