

Emily Mann, Solaz Designs LLC
Intellectual Property and Non-Disclosure Acknowledgment Form

The signing of this Intellectual Property and No-Disclosure No-Compete Acknowledgement Form is a prerequisite for conducting business with Emily Mann and Solaz Designs LLC. By signing this form, you acknowledge and agree to the following:

1. Emily Mann is presenting to you new and original ideas, concepts and designs that are confidential and proprietary to Emily Mann. Some of these ideas, concepts and designs may be created during presentations, working with you, or engaging you in employment or work. Emily Mann is presenting and/or creating these original ideas, concepts and designs on the express understanding, and you hereby acknowledge, that you will not disclose, copy or use any of these ideas, concepts or designs for any purpose other than in consideration of further contracting with Emily Mann and Solaz Designs. You further acknowledge that Emily Mann is the owner of all legal rights, which now or later exist, in such ideas, concepts and designs.
2. You acknowledge Emily Mann and Solaz Designs exclusive rights in the “Solaz Designs” copyright and all other Emily Mann trademarks, copyrights and logos and as may be created during and presentation or working session with you, and you agree not to use or permit the use of any similar trademarks or logos for any products which would be competitive with any Emily Mann and Solaz Designs products.
3. You agree that Emily Mann owns or will own all of the intellectual property rights which now or may in the future exist in all of the work Emily Mann creates, except that you will own the intellectual property rights in any property or content you own prior to its incorporation in any work product Emily Mann creates for or with you.
4. Neither party is under any obligation to maintain as confidential any information which (a) is in or enters the public domain, (b) can be proved through documentation to have been known in the whole or part by the recipient party prior to the effective date of this Agreement, (c) is disclosed to the recipient party by a third party who has authority to make such disclosure, or (d) can be proved through documentation to have been created, discovered, invented or otherwise known to the recipient party independently of the disclosures by or relationship with the owner of the information.
5. For purposes of the Agreement, (a) “information” means any information, data, strategy, plans, documents, concepts, ideas, methods of operation, systems, trademarks, look and feel or other subject matter claimed to be confidential by its owner, and (b) to “treat something as confidential” means not to disclose it in whole or part, or generally, to any person not bound by this Agreement. The use or disclosure of any confidential information to any person not bound by this Agreement requires the prior written permission of the owner of that information, and the execution of a non-disclosure agreement in a form approved in advance by the owner of the confidential information. The “owner” of the confidential information is the party first disclosing such information to the other party.
6. This Agreement is binding on the parties, and on their respective officers, directors, employees, attorneys, successors and assigns, and for individual parties, their heirs and estates as well, and on the signature individually.

7. This Agreement (a) cannot be modified except in a writing signed by both parties, (b) cannot be transferred to a third party without the prior written consent of the other party, and the execution by the transferee of a non-disclosure agreement in a form approved in advance by the owner of the confidential information, except that the prior consent is not required of a transfer of the entire Agreement and all of its obligations to an entity which is more than 50% controlled by the transferring party, (c) is governed by the substantive laws of the state of Arizona regarding contracts.
8. Any provision of this Agreement which is found by a court of competent jurisdiction or an agency with authority to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision of any other jurisdiction. A court of jurisdiction shall have the power to reform this Agreement to make any such prohibited or unenforceable provision valid and enforceable.
9. Each party represents that the execution, delivery, and performance of this Agreement have been duly authorized and that this Agreement is valid and legally binding obligation enforceable in accordance with its terms.

Effective Date: _____, 20____.

Emily Mann, Solaz Designs LLC

Participant Name _____

Signed _____

Signature _____

Written Name Emily Mann

Business _____

Title Owner/President/Member

Title _____