

# Intellectual Property Protection Agreement

This Intellectual Property Protection Agreement ("Agreement") is entered into as of [Date], by and between:

**[Startup Name]**, a [State/Country] corporation, with principal place of business at [Address] ("Company"), and

**[Recipient Name]**, residing at [Address] ("Recipient").

## 1. Purpose

The purpose of this Agreement is to protect the confidential and proprietary information, including but not limited to inventions, ideas, designs, trade secrets, trademarks, copyrights, and technical data (collectively, "Intellectual Property"), related to the business of the Company.

## 2. Confidentiality and Non-Disclosure

- Recipient agrees to maintain the confidentiality of all Intellectual Property disclosed by the Company.
- Recipient shall not disclose, use, reproduce, or distribute any Intellectual Property except as authorized in writing by the Company.
- This obligation continues for a period of [number] years from the date of disclosure.

## 3. Ownership

- All Intellectual Property developed, discovered, or created by Recipient in connection with the Company's business shall be the sole property of the Company.
- Recipient agrees to assign and hereby assigns all rights and interests in such Intellectual Property to the Company.

## 4. Return of Materials

Upon termination of Recipient's relationship with the Company, Recipient agrees to return all documents, drawings, and other materials containing any Intellectual Property of the Company.

## 5. Remedies

Recipient acknowledges that any breach of this Agreement may cause irreparable harm to the Company, entitling the Company to seek injunctive relief and/or damages.

## 6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [Jurisdiction], without regard to its conflict of laws rules.

## 7. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the subject matter and supersedes all prior agreements or understandings, whether written or oral.

For [Startup Name]:

---

Name & Title

---

Date

Recipient:

---

Name

---

Date