



NON DISCLOSURE AGREEMENT

This Non Disclosure Agreement is made and entered into by and between _____, ("RECEIVING PARTY"), and Phazzer IP, LLC, a Nebraska Limited Liability company, ("DISCLOSING PARTY") (each being a "party" or collective "parties").

1. **Disclosure.** The parties intend to engage in discussions concerning a potential business relationship (the "Proposed Relationship"). In connection therewith, DISCLOSING PARTY may disclose to RECEIVING PARTY technical, financial and/or other information, material, or data which is written, oral or in any other form, electronic or otherwise (collectively "Data") which is considered confidential and proprietary.
2. **Confidential Data.** "Confidential Data" means (a) any Data disclosed by or on behalf of DISCLOSING PARTY to RECEIVING PARTY, including, without limitation, (i) any materials, trade secrets, know-how, formulas, processes, algorithms, ideas, strategies, inventions, data, product schematics, system architecture, designs, flow charts, drawings, proprietary information, business and marketing plans, customers, financial and operational information, and all other non-public information, material or data relating to the current and/or future business and operations of the disclosing party; and (b) any analyses, compilations, studies, summaries, extracts or other documentation prepared by RECEIVING PARTY based on the Data disclosed by DISCLOSING PARTY.
3. **Public Data.** Notwithstanding any other provision of the Agreement, Data shall not be, or shall cease to be, Confidential Data hereunder: (a) if such Data is known to RECEIVING PARTY prior to disclosure thereof by DISCLOSING PARTY; (b) after such Data is published or becomes available to others, without restriction and without breach of this Agreement by RECEIVING PARTY; (c) after such Data becomes available to RECEIVING PARTY from others having no obligation to hold such Data in confidence; or (d) if such Data is developed by RECEIVING PARTY independently of any disclosure of such Data by DISCLOSING PARTY.
4. **Non-Disclosure Obligation.** Unless otherwise agreed to in writing by DISCLOSING PARTY, RECEIVING PARTY agrees (a) not to disclose the Confidential Data; (b) use the same degree of care and diligence to protect such Confidential Data from disclosure to others as such party employs or should reasonably employ to so protect its own information of like importance but in no event less than reasonable care); and (c) not to reproduce or copy the Confidential Data, in whole or in part, except as necessary for the evaluation or conduct of the Proposed Relationship. In the event that RECEIVING PARTY is required by applicable law, rule, regulation or lawful order or ruling of any court, government agency or regulatory commission to disclose any Confidential Data, RECEIVING PARTY agrees that it will provide DISCLOSING PARTY with prompt notice of such request(s) to enable the DISCLOSING PARTY to seek an appropriate protective order or to take steps to protect the confidentiality of such Confidential Data.

5. **No Additional Rights**. RECEIVING PARTY shall not have any rights or obligations respecting the Confidential Data other than those specifically set forth in this Agreement. Without limiting the generality of any other provision of this Agreement: (a) no license is hereby or otherwise granted, directly or indirectly, under any patent, trademark, copyright or other proprietary right of the disclosing party or its third party vendors; and (b) neither party shall be obligated to disclose Data to the other party or to enter into any further agreements relating to the Proposed Relationship or Data. A party may terminate discussions regarding the Proposed Relationship at any time. RECEIVING PARTY shall, upon written request of DISCLOSING PARTY, return to DISCLOSING PARTY all Confidential Data, including all copies thereof, disclosed hereunder. RECEIVING PARTY'S obligations under this Agreement respecting the Confidential Data shall survive termination of said discussions.
6. **Injunctive Relief**. Both parties acknowledge and agree that the unauthorized disclosure of the Confidential Data will cause irreparable harm to DISCLOSING PARTY. As a result of the unique nature of the Confidential Data, in addition to all other remedies available, DISCLOSING PARTY shall be entitled to seek injunctive and other extraordinary relief in a court of competent jurisdiction in order to enforce RECEIVING PARTY'S obligations hereunder. DISCLOSING PARTY shall be entitled to such relief without the requirement to post a bond.
7. **Non-Compete**. During the term hereof and for a period of three years after termination of this Agreement, the RECEIVING PARTY shall not, directly or indirectly, enter into, or in any manner take part in, any business, profession, or other endeavor, which competes with DISCLOSING PARTY in the sale of such products and/or services as DISCLOSING PARTY maintains or may add to his product lines during the term of this Agreement and for two (2) years following termination of this Agreement. This provision shall be effective regardless of the reason of termination of this Agreement and shall be binding on all successors and assigns. The parties acknowledge that they have attempted to limit the RECEIVING PARTY'S right to compete only to the extent necessary to protect the DISCLOSING PARTY from unfair competition. However, the parties hereby agree that, if the scope or enforceability of the restrictive covenant is in any way disputed at any time, a lawful court may modify and enforce the covenant to be responsible under the circumstances existing at the time.
8. **Other Provisions**. The parties further agree that: (a) this Agreement shall be governed by the law of the Country of Nevis; (b) this Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof, and none of the terms of this Agreement may be amended or modified except by a written instrument signed by both parties; (c) a party may waive any rights under this Agreement only by a written waiver duly signed by such party, and no failure to exercise or delay in exercising a right under this Agreement shall constitute a waiver of such right; (d) this Agreement shall inure only to the benefit of the parties hereto, and the rights and obligations of each party under this Agreement may not be assigned or delegated without the consent of the other party; (e) no provision of this Agreement shall affect, limit or restrict either party's right to engage in any business in any place and at any time, whatsoever, provided RECEIVING PARTY does not disclose the Confidential Data in violation of this Agreement; (f) each party agrees not to advertise, or otherwise make known to others, any information regarding this Agreement or the Proposed Relationship except as may be required by law; (g) neither party makes any representations or warranties as to the accuracy or completeness of any Data disclosed hereunder; (h) the invalidity or unenforceability of any provision of this Agreement shall not affect the validity of enforceability of any other provision of this Agreement; (i) all notices

Under this Agreement must be in writing and shall be deemed to have been delivered to and received by a party, and will otherwise become effective, on the date of actual delivery thereof (by personal delivery, express delivery service or certified mail) to the Notice Address of such party set forth below; (j) this Agreement may be executed in counterparts; and (k) this Agreement is dates for all reference purposes _____, _____, _____.
Month Day Year

Phazzer IP, LLC.
("DISCLOSING PARTY")

By: _____

Notice Email: phazzer-ip@phazzer.info

Notice Telephone: (402) 881-1117

("RECEIVING PARTY")

Signature

Notice Address:

Notice Email: _____

Notice Telephone: _____