



# MUTUAL NONDISCLOSURE & CONFIDENTIALITY AGREEMENT

**GENERAL INFORMATION** Please fill in all fields below. The content will fill in the fields within the contract on the following pages.

\_\_\_\_\_  
Month                  Day                  Year

\_\_\_\_\_  
Company / Personal Name

\_\_\_\_\_  
Company Type & Location

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                                  State                  Postal Code

\_\_\_\_\_  
Country

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

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

\_\_\_\_\_  
Title



# MUTUAL NONDISCLOSURE & CONFIDENTIALITY AGREEMENT

**THIS MUTUAL NONDISCLOSURE & CONFIDENTIALITY AGREEMENT** (“Agreement”) is made this date

\_\_\_\_\_, by and between \_\_\_\_\_,

Month

Day

Year

Company / Personal Name

\_\_\_\_\_  
Company Type & Location

and Phazzer IP, LLC, a Nebraska Limited Liability company. (“Phazzer”), with reference to the following:

**WHEREAS**, in connection with the evaluation of a proposed transaction related to the design, development, production, tooling, and/or supply of Conductive Energy Weapons / Ammunitions / Accessories / Phazzer Branded Products and related equipment (“CEW”), \_\_\_\_\_ desires to receive certain confidential and proprietary information of Phazzer in connection therewith. NOW,

Company / Personal Name

**THEREFORE**, in consideration of the mutual terms, conditions and covenants set forth herein, the parties agree as follows:

## 1. **Confidential Information**

For purposes of this Agreement, “Confidential Information” means any and all information for which reasonable precautions have been taken to protect its secrecy, disclosed orally or in writing to \_\_\_\_\_ by Phazzer or its Representatives (as defined below) or gathered by \_\_\_\_\_ from inspection of any property, activities or facilities of the Phazzer, regardless of whether \_\_\_\_\_ obtained the information before or after the Effective Date or whether the information is specifically identified or marked as “Confidential” or “Proprietary”. Examples of Confidential Information include but are not limited to inventions, ideas, intellectual property, BOM, Gerber Files, patterns, programs, methods, techniques, processes, data, designs, schematics, source codes, object codes, research plans, business plans, financing memorandums, financial forecasts, business valuation analyses, business opportunities, agreements, company prospect lists, vendor lists, pricing lists, customer lists, personnel lists, financial statements and similar information, whether written or oral, that derives independent economic value from not being generally known to the public and is the subject of reasonable efforts to maintain its secrecy. Confidential Information shall also include the fact that the parties have executed this Agreement, and are engaged in discussions with respect to the Proposed Transaction. Notwithstanding the foregoing, Confidential Information shall not include information that: (a) is or becomes generally available to the public other than as a result of disclosure thereof by \_\_\_\_\_; (b) becomes available to \_\_\_\_\_ on a non-confidential basis from a source (other than Phazzer) which, to \_\_\_\_\_ knowledge, is not prohibited from disclosing such Confidential Information to \_\_\_\_\_ by a legal, contractual or fiduciary obligation to Phazzer; or (c) was known to

\_\_\_\_\_ at the time of its disclosure, as documented by written records possessed by \_\_\_\_\_ prior to its receipt from Phazzer, and is not subject to another obligation of secrecy and non-use.

2. **Restrictions on Use and Disclosure**

2.1. \_\_\_\_\_ agrees that it will not, nor will it permit any third party to, reverse engineer, disassemble or otherwise analyze any sample or materials provided to it by Phazzer by physical, chemical, biochemical or any other means.

\_\_\_\_\_ shall retain any and all samples or materials it receives from Phazzer and any information it may learn about such samples or materials in confidence as "Confidential Information" and not release, give and/or sell such samples or materials, or any information it learns about such samples or materials to any third party.

2.2. Confidential Information furnished directly or indirectly by Phazzer to

\_\_\_\_\_ or to any directors, officers, employees, agents, attorneys, accountants, advisors, affiliates and other representatives of

\_\_\_\_\_ (collectively, "Representatives"), whether obtained by or furnished to \_\_\_\_\_ prior, contemporaneously or subsequent to the date hereof, shall be kept confidential and shall not directly or indirectly, without Phazzer's express prior written consent, be disclosed by \_\_\_\_\_ or its Representatives in any manner whatsoever, in whole or in part, and shall not be used, directly or indirectly, by \_\_\_\_\_ or its Representatives other than for the purpose of evaluating, discussing and negotiating the terms of the Proposed Transaction.

3. **Standard of Care**

\_\_\_\_\_ agrees to reveal the Confidential Information only to its Representatives who need to know the Confidential Information for the sole purpose of evaluating, discussing and negotiating the Proposed Transaction. \_\_\_\_\_ shall inform its Representatives of the confidential nature of the Confidential Information and shall have its Representatives enter into a non-disclosure agreement to ensure such Representatives are bound to the obligation of non-disclosure of the Confidential Information. \_\_\_\_\_ further agrees to use all necessary efforts to prevent any unauthorized acquisition or use of the Confidential Information. The Confidential Information shall not be reproduced in any form except as required to evaluate, discuss and negotiate the terms of the Proposed Transaction. \_\_\_\_\_ agrees to take all reasonable precautions necessary to safeguard the Confidential Information from disclosure to any person or entity other than its Representatives that are on a need to know basis.

\_\_\_\_\_ agrees that no disclosure of Confidential Information under this Agreement shall constitute a waiver of any applicable privilege, including but not limited to the privileges pertaining to attorney-client communications and attorney work product.

4. **Term**

The term of this Agreement commences on the Effective Date and continues until terminated by Phazzer in writing, provided, that \_\_\_\_\_'s confidentiality obligations shall survive such termination until such time as the Confidential Information of Phazzer disclosed pursuant to this Agreement becomes publicly known and made available through no breach of this Agreement by \_\_\_\_\_.

5. **Records**

All Confidential Information provided to \_\_\_\_\_ shall be returned to Phazzer and all copies and derivative materials created by \_\_\_\_\_ shall be destroyed promptly by \_\_\_\_\_ (a) in the event the Proposed Transaction is not consummated, (b) upon the termination of this Agreement or (c) at any other time upon Phazzer's request. \_\_\_\_\_ shall provide Phazzer with a certification that it has fulfilled its obligations under this paragraph. Notwithstanding the foregoing, subject to the other terms of this Agreement, \_\_\_\_\_ may retain one copy of Phazzer's Confidential Information for legal archival purposes.

6. **No Ownership or Warranty**

Nothing contained in this Agreement shall be construed as granting any ownership rights, by license or otherwise, in any Confidential Information disclosed by Phazzer to \_\_\_\_\_ . \_\_\_\_\_ acknowledges that Phazzer makes no express or implied representation or warranty as to the accuracy or completeness of the Confidential Information, and \_\_\_\_\_ agrees that Phazzer shall have no liability hereunder with respect to the Confidential Information, or errors or omissions therein. \_\_\_\_\_ agrees that it is not entitled to rely on the accuracy or completeness of the Confidential Information and shall be entitled to rely solely on the representations and warranties, if any, made to it by Phazzer in any final written agreement regarding the Proposed Transaction.

7. **Compelled Disclosure**

\_\_\_\_\_ acknowledges the competitive value and confidential nature of the Confidential Information and that use of such Confidential Information by \_\_\_\_\_ or disclosure thereof to any third party could be competitively harmful to Phazzer. In the event \_\_\_\_\_ or any party to which it transmits the Confidential Information pursuant to this Agreement becomes legally compelled to disclose any of the Confidential Information, \_\_\_\_\_ shall provide Phazzer with prompt notice so that Phazzer may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, \_\_\_\_\_ shall furnish only that portion of the Confidential Information which it is advised by its counsel is legally required, and

\_\_\_\_\_ shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information

8. **Remedies**

\_\_\_\_\_ acknowledges and agrees that, given the nature of the Confidential Information and the competitive damage that could result if the Confidential Information is used by \_\_\_\_\_ other than as is provided for herein or disclosed to any third party for any other purpose than evaluating, discussing or negotiating the Proposed Transaction, money damages would not be a sufficient remedy for any breach of this Agreement, and that, in addition to all other remedies, Phazzer shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. \_\_\_\_\_ further agree to waive any requirement for the securing or posting of any bond in connection with such remedy.

9. **No Formal Business Relationship**

Nothing in this Agreement or in any of the discussions the parties have engaged in or in the correspondence between the parties, shall constitute a confirmation, approval, consent or other agreement, to begin any project or any other business in the future between the parties hereto. The parties intend to effect a legally binding agreement with respect to the business relationship, or any related activities thereto, only by the execution and delivery of a definitive, written agreement. In the absence of such definitive agreement, any costs incurred by either party will be incurred at its own risk and will be the sole responsibility of such party.

10. **Miscellaneous**

- 10.1. No provision of this Agreement may be waived unless in writing, signed by all of the parties hereto. Waiver of any one provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other provision. This Agreement may be modified or amended only by a written agreement executed by all of the parties hereto.
- 10.2. Neither this Agreement nor any duties or obligations hereunder shall be assigned or transferred by a party without the prior written approval of the other party.
- 10.3. No failure or delay by Phazzer in exercising any right hereunder shall operate as a waiver hereof, or shall prevent Phazzer from obtaining permanent injunctive relief to prevent breaches of this Agreement and to specifically enforce the provisions hereof in addition to any other remedies available at law or in equity.
- 10.4. All notices under this Agreement will be in writing and will be delivered by personal service, facsimile or certified mail, postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant party, which initially shall be the address set forth below. All notices will be deemed given when received. No objection may be made to the manner of delivery of any notice

actually received in writing by an authorized agent of a party.

Company / Individual Name		
Address		
Address		
City	State	Postal Code
Country		
Phone		
Email		

Phazzer, IP LLC.  
5709 F St.  
Omaha, NE. 69117  
Phazzer-IP@Phazzer.info  
(402) 913-6035

- 10.5. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.
- 10.6. Neither party shall make any public announcement concerning this Agreement or the Proposed Transaction without the advance approval of the other party.
- 10.7. Each party represents and warrants that the person signing on its behalf has the requisite authority to bind the respective party to the terms and conditions contained herein.
- 10.8. The section and paragraph headings herein are for reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- 10.9. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts shall be construed together and shall constitute one and the same original agreement. Delivery of this Agreement by facsimile transmission shall constitute valid and effective delivery.
- 10.10. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their names by their properly and duly authorized officers or representatives as of the date first above written.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_, \_\_\_\_\_  
Month Day Year

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

\_\_\_\_\_  
Title

Phazzer IP, LLC,  
A Limited Liability Company (LLC).

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_, \_\_\_\_\_  
Month Day Year

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

\_\_\_\_\_  
Title