

MUTUAL NON-DISCLOSURE AGREEMENT

This nondisclosure and non-use agreement (this "Agreement") is made and entered into as of the ____ day of ____ 2018 by and between Phazr Inc., having an address at 8 Prestige Circle #104, Allen, Texas 75002, and _____ having an address at _____.

1. **Purpose.** The parties wish to explore a business opportunity of mutual interest, and in connection with this opportunity the parties may disclose to each other certain confidential technical and business information which the parties desire to be kept confidential.

2. **Confidential Information.** The term "Confidential Information" shall mean all financial, technical and other information provided by the parties, including all copies thereof (including, without limitation, all agreements, discoveries, ideas, designs, specifications, drawings, techniques, models, data, programs, software, hardware, documentation, processes, know-how, customer lists, marketing plans, books, logs, charts, records, studies, reports, etc.) which may be furnished or disclosed to recipient by, or acquired by recipient directly or indirectly from, the disclosing party and/or its Affiliates (defined below), including as a result of an inspection of any facility of the disclosing party or its Affiliates, or disclosing parties licensors, licensees or customers. For purposes of this Agreement, Confidential Information shall not include, and the obligations herein shall not apply to, information that: (a) was legally in the public domain prior to the time of disclosure to the recipient, (b) is now or subsequently becomes generally available to the public through no fault of recipient; (c) recipient can demonstrate was rightfully in its possession prior to disclosure to recipient by the disclosing party; (d) is independently developed by recipient without the use of any Confidential Information provided by the disclosing party; (e) recipient rightfully obtains from a third party who has the right, without obligation to the disclosing party, to transfer or disclose such information; or (f) is required by law, regulation, rule, act, or order of any governmental authority or agency to be disclosed by the receiving party; provided, however, if Confidential Information is required to be disclosed pursuant to Section 2(f), the recipient shall first give written notice of such requirement to the disclosing party and shall permit the disclosing party to intervene in any relevant proceedings to protect its interests in the Confidential Information and provide full cooperation and assistance to the disclosing party in seeking to obtain such protection.

3. **Affiliate.** The term "Affiliate" shall mean (a) any person or entity directly or indirectly controlled by, controlling or under common control with such party, and (b) any officer, director, management employee or trustee of such party.

4. **Non-use and Nondisclosure.** Each of the parties agrees not to use any Confidential Information disclosed by the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between parties. The parties agree not to disclose any Confidential Information received from the other party to third parties or to employees of the recipient, except to those employees who are required to have the Confidential Information in order to evaluate or engage in discussions concerning the contemplated business relationship.

5. **Maintenance of Confidentiality.** The parties agree to take all reasonable measures to protect the secrecy of and prevent the disclosure and unauthorized use of the other party's Confidential Information. Without limiting the foregoing, the recipient shall take at least those measures that the recipient takes to protect its own Confidential Information. A recipient shall immediately notify the disclosing party in the event that it becomes aware of any unauthorized use or disclosure of the disclosing party's Confidential Information.

6. **No Obligation.** Nothing herein shall obligate the parties to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity. This Agreement does not create any joint venture, pooling arrangement, agency or partnership relationship between the parties. Neither this Agreement nor the disclosure or receipt of Confidential Information shall constitute or imply any promise or intention to make any purchase of products or services by either party.

7. **No Grant of Intellectual Property Rights.** Neither party acquires any intellectual property rights under this Agreement except the limited right to use the Confidential Information as set forth herein. No license to a party hereto, under any patent, trademark, copyright or any other intellectual property right, is either granted or implied by the conveying of the Confidential Information to the recipient.

8. **No Warranty of Non-Infringement.** None of the Confidential Information which may be disclosed or exchanged by the parties shall constitute any representation, warranty, assurance, guarantee or other inducement by either party to the other of any kind, and, in particular, with respect to the non-infringement of patents, trademarks, copyrights or other intellectual property rights, or other rights of third parties. Neither party's failure or delay to enforce any provision, right or remedy under this Agreement shall constitute a waiver of such provision, right or remedy.

9. **No Warranty.** All Confidential Information is provided "as is". Neither party makes any warranties, express, implied or otherwise, regarding its accuracy, completeness or performance. NO WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES AGAINST INFRINGEMENT ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT.

10. **Return of Materials.** All documents and other tangible objects containing or representing Confidential Information of a disclosing party and all copies thereof which are in the possession of a recipient shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's request.

11. **Ownership.** Each party hereby acknowledges that each party's Confidential Information is and shall continue to be the exclusive property of such party, whether or not disclosed or entrusted to the other party pursuant to this Agreement.

12. **Term.** This Agreement shall become effective upon execution by both parties, and shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of recipient, not to exceed a maximum of five (5) years from the date hereof.

13. **Remedies.** Each party hereto acknowledges that any violation or threatened violation of this Agreement by the other party will cause irreparable injury, entitling the injured party to obtain injunctive relief in addition to all legal remedies.

14. **Governing Law.** This Agreement, and application or interpretation thereof, shall be governed by the laws of the State of Texas. Any lawsuit to enforce the terms hereof shall be brought only in the State of Texas.

15. **Miscellaneous.** This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This document contains the entire agreement between the parties with respect to the subject matter hereto. Any failure to enforce any provision of this agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

PHAZR INC.

[COMPANY NAME]

By _____

By _____

Michael A. Rahman
General Counsel

Name:
Title: