Mutual Nondisclosure Agreement
Between

This Mutual Nondisclosure Agreement (this "Agreement") is entered into by and between **ARMOR DEFENSE INC.** ("Armor"), with a business address of 7700 WINDROSE AVE. #G301, PLANO, TX 75024, and [PARTICIPANT LEGAL NAME], a [JURISDICTION] [ENTITY TYPE], with a business address of [ADDRESS] ("Participant"), and is effective as of the date it is fully executed (the "Effective Date").

WHEREAS, Armor and Participant wish to evaluate, negotiate, enter into and/or perform one or more business relationships or transactions between them, including commercial, customer, vendor, partnership, investment or corporate transactions (collectively, the "Purpose"), in connection with which each party has disclosed and/or may disclose its Confidential Information (as defined below) to the other.

THEREFORE, this Agreement will govern the use and protection of certain confidential information disclosed by one party (the "Disclosing Party"), whether before, on or after the date of this Agreement, to the other party (the "Receiving Party").

1. "Confidential Information" of a party includes, without limitation, the Disclosing Party's business information (including business plans, financial data, customer information, marketing plans, etc.), technology (including without limitation, technical drawings, designs, schematics, algorithms, technical data, product plans, research plans, software, etc.), products, services, trade secrets, know-how, formulas, processes, ideas, and inventions (whether or not patentable) and other information disclosed by the Disclosing Party which is either marked or should be reasonably understood by the Receiving Party as being the confidential or proprietary information of the Disclosing Party. Confidential Information may be conveyed in written, electronic or graphic form or disclosed orally. Confidential Information also includes the existence and terms of the parties' discussions regarding the Purpose, and any information relating to the Disclosing Party's security architecture, detection methods, threat intelligence, vulnerabilities, or customer environments.

2. Each party agrees:

a) To use the same degree of care to protect from disclosure to third parties the Confidential Information of the other that it uses to protect its own confidential information (but in no event less than a reasonable degree of care);

b) To not distribute to third parties, publicly display, or perform any such Confidential Information of the Disclosing Party;

c) To not reverse engineer, disassemble or de-compile any prototypes, software or other tangible objects that embody the Disclosing Party's Confidential Information unless written consent for such actions is received from the Disclosing Party, provided, however, that if such a prohibition is not permitted pursuant to applicable law, the Receiving Party shall provide the Disclosing Party written notice prior to undertaking any such reverse engineering, and shall give the Disclosing Party a reasonable amount of time to provide any interface information required by law prior to commencing such reverse engineering;

d) To limit the internal disclosure of the Disclosing Party's Confidential Information to those employees, affiliates, contractors, agents, professional advisors, and representatives having a need to know such information in connection with the Purpose and who have agreed to abide by non-disclosure terms at least as protective of the Disclosing Party's Confidential Information as those set forth herein, provided that the Receiving Party will be responsible for any breach of this Agreement by any such person; and

e) To use the Disclosing Party's Confidential Information solely in connection with the Purpose.

3. The parties agree that their obligations hereunder will not apply to information to the extent that it (a) was lawfully in the Receiving Party's possession before receipt from the Disclosing Party; (b) is or becomes known to the general public without improper action or inaction by the Receiving Party; (c) was rightfully disclosed to it by a third party, provided the Receiving Party complies with any restrictions imposed by the third party; (d) is independently developed by the Receiving Party without the use of or any reference to the Confidential Information provided by the Disclosing Party; or (e) is disclosed by the Receiving Party with the Disclosing Party's prior written approval. If the Receiving Party is required by law, regulation, subpoena, court order, or other governmental or regulatory authority to disclose any Confidential Information, it will (to the extent legally permitted) promptly notify the Disclosing Party, provide reasonable cooperation, at the Disclosing Party's expense, with any effort by the Disclosing Party to seek a protective order or other remedy, and disclose only that portion of the Confidential Information it is legally required to disclose. Any Confidential Information so disclosed will otherwise remain subject to this Agreement.

4. This Agreement will remain in effect until terminated by either party. Either party may terminate this Agreement upon ten (10) days' written notice to the other party. Termination will not relieve either party of its obligations with respect to Confidential Information disclosed before termination, and Sections 2, 3, 5, 7, 9 and 10 will survive any termination of this Agreement. All notices under this Agreement must be in writing and delivered to the receiving party at its address set forth in the preamble or by email to the notice email set forth in its signature block (or such other address as a party designates by notice), Attn: Legal.

5. Return of Confidential Information; Duration of Obligations:

a) Upon termination of this Agreement or upon request of the Disclosing Party at any time, the Receiving Party must promptly return to the Disclosing Party or destroy all Confidential Information in tangible form provided by the other, including any copies made by the Receiving Party, and must delete or erase all intangible Confidential Information of the Disclosing Party in its possession and, upon request, certify such return or destruction in writing. Notwithstanding anything to the contrary, the Receiving Party may retain copies of Confidential Information, subject to the confidentiality terms of this Agreement, to the extent required by applicable law, regulation or internal record retention / electronic data back-up policies for legal, compliance or regulatory purposes or to establish rights under this Agreement.

b) The obligations of confidentiality under this Agreement will expire five (5) years after the disclosure of Confidential Information, notwithstanding any termination or expiration of this Agreement prior to the expiration of such five-year period; provided, however, that the Receiving Party's obligations shall continue indefinitely with respect to any Confidential Information constituting a trade secret.

6. Each Disclosing Party represents that it has the right to make the disclosures under this Agreement. THE CONFIDENTIAL INFORMATION DISCLOSED UNDER THIS AGREEMENT IS DELIVERED "AS IS" AND THE DISCLOSING PARTY MAKES NO REPRESENTATION OF ANY KIND WITH RESPECT TO THE ACCURACY OF SUCH CONFIDENTIAL INFORMATION OR ITS SUITABILITY FOR ANY PARTICULAR USE.

7. Neither party acquires any other rights in or to the Confidential Information of the other under this Agreement, and there is no license conveyed hereunder to use, sell, exploit, copy or further develop any such Confidential Information.

8. Neither party has an obligation under this Agreement to purchase or sell any service or item from or to the other party, nor to commercially offer any products using or incorporating Confidential Information.

9. Each party acknowledges that unauthorized use or disclosure of the Disclosing Party's Confidential Information may cause the Disclosing Party irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, in addition to any other remedies available at law or in equity, the Disclosing Party will be entitled to seek injunctive relief to prevent or restrain any actual or threatened breach of this Agreement, without the necessity of posting a bond or proving actual damages.

10. The parties will comply with all applicable export control laws and economic sanctions programs. This Agreement may not be assigned by either party without the express written consent of the other party and any purported assignment without such written consent will be void. All additions and modifications to this Agreement must be made in writing referencing this Agreement and must be signed by both parties. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement with respect to the subject matter hereof. If the parties enter into a separate written agreement that contains confidentiality obligations, those obligations will govern Confidential Information disclosed under that agreement to the extent of any conflict, and this Agreement will continue to govern all other Confidential Information. Each party will comply with applicable data protection laws with respect to any personal data included in Confidential Information it receives. This Agreement will be governed by and interpreted in accordance with the laws of the State of Texas, excluding its choice of law rules. The parties

agree to submit to the exclusive jurisdiction and venue of the appropriate state or federal court residing in Dallas County, Texas. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in full force and effect. No failure or delay by either party in exercising any right under this Agreement will operate as a waiver of that right. This Agreement may be executed in counterparts, each of which will be deemed an original, and signatures delivered electronically or by PDF will be deemed original signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

ARMOR DEFENSE INC.

Signature: _____

Name: _____

Title: _____

Notice Email: _____

Date: _____

[PARTICIPANT LEGAL NAME]

Signature: _____

Name: _____

Title: _____

Notice Email: _____

Date: _____