



Mutual Nondisclosure Agreement Between

ARMOR DEFENSE INC. ("Armor"), with a business address of 7700 WINDROSE AVE. #G300, SUITE #03-301, PLANO, TX 75024, and the other party signing below ("Participant") (this "Agreement"), is made effective as of the date it is fully executed (the "Effective Date").

WHEREAS, Armor and Participant wish to explore a possible business opportunity of mutual interest 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 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.

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, contractors, agents, and representatives having a need to know such information in connection with the Contemplated Transaction and have agreed to abide by non-disclosure terms at least as protective of the Disclosing Party's Confidential Information as those set forth herein; and
e) To use the Disclosing Party's Confidential Information solely in connection with evaluation and discussion related to the contemplated transactions for the mutual benefit of both parties.

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; is or becomes known to the general public without improper action or inaction by the Receiving Party; (b) was rightfully disclosed to it by a third party, provided the Receiving Party complies with any restrictions imposed by the third party; (c) is independently developed by the Receiving Party without the use of or any reference to the Confidential Information provided by the Disclosing Party; (d) is disclosed by the Receiving Party with the Disclosing Party's prior written approval; or (e) is required to be disclosed pursuant to a court order, provided the Receiving Party uses reasonable efforts to cooperate with the Disclosing Party's attempts to limit disclosure by participating in the proceeding. In the event either party receives notice of any legal proceeding to compel disclosure of Confidential Information provided by the other, it will (as permitted by law) promptly notify the other party and afford it the opportunity to contest such proceeding.

4. Either party may terminate this Agreement upon 10 days written notice to the other party at the address listed above, Attn: Legal.

5. a. Upon request of the Disclosing Party at any time, the Receiving Party must return to the Disclosing Party 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. 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 of under this Agreement.

b. The obligations of confidentiality under this Agreement will expire three (3) years after the disclosure of Confidential Information, notwithstanding any termination or expiration of this Agreement prior to the expiration of such three-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 the Disclosing Party may take all reasonable steps to protect its Confidential Information, including, but not limited to, seeking injunctive relief and any other remedies available at law or in equity in the event the Receiving Party breaches this Agreement. The burden of proof for all allegations of breach will remain with the party claiming breach.

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 thereof. 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.

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

ARMOR DEFENSE INC.

Signature: _____

Name: _____

Title: _____

Date: _____

PARTICIPANT

Signature: _____

Name: _____

Company: _____

Title: _____

Date: _____