



CONFIDENTIAL
INFORMATION EXCHANGE AGREEMENT

This Agreement is effective as of the ____ day of _____ 202__, by and between AAMP OF FLORIDA, INC., DBA Stinger, a corporation organized under the laws of Florida, USA, and having a principal place of business at 15500 Lightwave Drive, Clearwater, FL 33760 (hereinafter referred to as "STINGER"); and _____ having a principal place of business at _____ (hereinafter referred to as "Consultant").

WHEREAS, STINGER and _____ ("the Parties"), contemplate that they may exchange financial, business and/or technical information ("the Program").

NOW THEREFORE, in consideration thereof, the Parties agree as follows:

1. Definitions

- A. "Disclosing Party" means the Party disclosing information to the other in furtherance of the Program.
- B. "Receiving Party" means the Party receiving information from the other in furtherance of the Program.
- C. "Proprietary Information" means any information, knowledge or data received by the Receiving Party from the Disclosing Party in furtherance of or pursuant to the Program, which is clearly marked with proprietary legends by the Disclosing Party at the time of disclosure and, if the information is orally or visually disclosed, which is identified as Proprietary at the time of said first oral disclosure and is reduced to writing and clearly marked with proprietary legends within thirty (30) days of initial disclosure.

2. Covenants

- A. The Receiving Party shall safeguard the Proprietary Information by using at least those efforts used in the protection of its own proprietary information to prevent its disclosure to or use by third parties, provided that such standard of care is no less than reasonable care under the circumstances.
- B. The Receiving Party shall use such Proprietary Information only for the mutual benefit of the Parties and in furtherance of the Program. The Receiving Party shall not use such Proprietary Information for any other purpose, such as competing with the Disclosing Party.
- C. In the event that the Disclosing Party furnishes sample products or other equipment or material ("Items") to the Receiving Party, which are suitably marked to identify them as encompassing Proprietary Information of the Disclosing Party, the Items so received shall be used and the Proprietary Information derived from said Items shall be treated as Proprietary Information transferred pursuant to this Agreement. The Receiving Party agrees not to

cause or permit the reverse engineering, reverse assembly, or reverse compilation of the Items.

- D. All Proprietary Information and Items shall remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party or destroyed upon written request.
- E. The obligations under this Agreement as to any Proprietary Information shall continue for five (5) years from the date of first disclosure of such Proprietary Information to the Receiving Party, notwithstanding any earlier expiration or termination of this Agreement.
- F. No breach of this Agreement shall occur if any Proprietary Information is disclosed and any one of the following occurs or has occurred:
 - (i) such information is in the public domain at the time of initial disclosure to the Receiving Party by the Disclosing Party, or subsequently becomes publicly known through no wrongful act of the Receiving Party;
 - (ii) such information is known to the Receiving Party prior to the time of initial disclosure, as evidenced by competent and contemporaneous written documentation;
 - (iii) such information is furnished to a third party by the Disclosing Party without confidentiality restrictions substantially similar to those herein;
 - (iv) such information is rightfully received by the Receiving Party, without restriction as to further disclosure, from a third party who had the lawful right to disclose such information;
 - (v) such information is independently developed by the Receiving Party without the use of or reference to Proprietary Information; or
 - (vi) such item is required to be disclosed pursuant to proper governmental or judicial process, provided that notice of such process is promptly provided to the Disclosing Party in order that it may have every reasonable opportunity to intervene in such process to contest such disclosure.
- G. The Disclosing Party represents and warrants that it has the full right and authority to enter into this Agreement and to disclose the Proprietary Information to the Receiving Party pursuant to the terms and covenants hereof.

3. Disclaimers

- A. Neither party hereto shall be liable for incidental, special, or consequential damages under this Agreement.
- B. The Disclosing Party does not, by virtue of disclosure of Proprietary Information to the Receiving Party, grant the Receiving Party any right or license under any patents, copyrights, trademarks or trade secrets, other than those rights granted to the Receiving Party in Paragraph 2(B).

- C. Neither Party makes any warranty or representation as to the accuracy or completeness of any Proprietary Information disclosed under this Agreement.

4. Term

This Agreement shall expire two (2) years after the effective date hereof unless terminated earlier upon the end of a thirty (30) day period after receipt of a written notice by one Party from the other; provided, however, that such termination shall not affect the Receiving Party's obligations relative to Proprietary Information received prior to the effective date of such termination, as such obligations are defined in Paragraph 2.E. above.

5. Assignment

This Agreement and the rights and duties hereunder may not be assigned or otherwise transferred by either of the Parties without the prior written consent of the other. If this Agreement is so assigned or otherwise transferred, it shall be binding on all successors and assigns.

6. Miscellaneous

- A. The following individuals are designated as the persons to receive Proprietary Information from the Disclosing Party:

To: STINGER
Attention:
Phone:
Facsimile: _____

With a copy to: _____

To: NAME:
E-mail:
Phone:

With a copy to: _____

Attention: _____
Phone: _____
Facsimile: _____

Either Party can change the individual designated by written notice to the other. Receipt of Proprietary Information by any individual other than the designated receiver shall not affect the obligations of the Receiving Party.

- B. This Agreement may not be superseded, amended or modified except by written agreement between the parties, and signed by a duly authorized official of each of the Parties.
- C. If any of the provisions of this Agreement are invalid under any applicable statute or rule of law, such provisions or portions thereof are, to the extent invalid, deemed to be omitted without affecting the continued validity of the remaining provisions hereof.
- D. This Agreement shall be governed by and interpreted under the internal laws of the State of Florida, U.S.A.
- E. This Agreement constitutes the entire understanding between the Parties and supersedes all previous understandings, agreements, communications, and representations, whether written or oral, concerning the treatment of Proprietary Information.
- F. No Information shall be transferred by either Party to the other unless in full compliance with the Export Control Laws and Regulations of the transferring party's government and country.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

AAMP OF FLORIDA, INC.
DBA: STINGER

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____