
CONFIDENTIAL AND CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

This Agreement is entered into by and between NxDef Technologies and its parent company Pylancias Publishing, LLC whose principle offices are located at 725 Baya Drive - Suite 104, Lake City, Florida 32025, and:

Name: _____

Address: _____

City: _____ State: _____ Zipcode: _____

an Individual United States Citizen Resident ("IUSCR").

1. Intending to be legally bound, IUSCR hereby accepts the obligations contained in this Agreement in consideration of him/her being granted access to confidential and/or classified information. As used in this Agreement, confidential and/or classified information is marked or unmarked printed materials, or oral communications, that have or could have commercial value or other utility in the business in which NxDef, or its parent company Pylancias Publishing, LLC is engaged. IUSCR shall regard ALL information provided to him/her by NxDef or its parent company Pylancias Publishing, LLC, its associates, partners or other representatives, whether in written form or orally, to be confidential and/or classified information covered under and by this Agreement.

2. IUSCR agrees that, prior to his/her consideration for possible implementation of NxDef® products and services, IUSCR will receive a security briefing and indoctrination concerning the nature and protection of confidential and/or classified information, including the procedures to be followed in ascertaining whether other persons to whom IUSCR contemplates disclosing this information have been approved for access to it, and that IUSCR will NOT be granted any access to confidential and/or classified information until IUSCR acknowledges (at said briefing) that he/she understands and agrees to these procedures.

3. IUSCR is hereby advised that the unauthorized disclosure, unauthorized retention, or negligent handling of confidential and/or classified information by him/her could cause damage or irreparable injury to NxDef, or its parent company Pylancias Publishing, LLC, or to the State of Florida, or to the United States Government, or to all of these parties, or could be used to advantage by a foreign nation, or by foreign or domestic terrorists.

4. IUSCR has been advised that any breach of this Agreement may result in the immediate termination of his/her status as an End-User and may also result in the termination of any security clearances IUSCR holds with the State of Florida, or with the United States Government; removal from any position of special confidence and trust requiring such clearances; or termination of other relationships with the Departments or Agencies that granted IUSCR's security clearance or clearances.

5. IUSCR is hereby informed that, if any security clearances are required henceforth by the United States Government, IUSCR will be required to sign a separate Agreement (form sf312) issued by the appropriate government agency which will require that any classified information that is provided to IUSCR by the United States Government (including, but not limited to, the Department of Defense, the Department of Homeland Security, FEMA, the Department of Justice, the Immigration and Naturalization Service, the Federal Bureau of Investigation, or the Bureau of Alcohol, Tobacco, Firearms and Explosives), or by any other agencies or individuals under their employ, be regarded as classified under the standards of Executive Order 13526 or under any other Executive Order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive Order or statute that requires protection for such information in the interest of national security shall be treated with the same care and regard. Pylancias Publishing, LLC is a private Florida company and not part of any state or federal government agency, but rather works with state and federal government agencies toward better security of our homeland.

6. IUSCR understands and accepts that, under this Agreement, by being granted access to confidential and/or classified information, special confidence and trust shall be placed in IUSCR by NxDef and its parent company Pylancias Publishing, LLC.

7. IUSCR hereby assigns to NxDef and its parent company Pylancias Publishing, LLC all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of confidential or classified information NOT consistent with the terms of this Agreement.

8. IUSCR understands that all confidential and/or classified information to which he/she has access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of, NxDef and its parent company Pylancias Publishing, LLC unless and until otherwise determined by an authorized official or final ruling of a court of law. IUSCR agrees that he/she shall return all confidential and/or classified materials which have, or may come into his/her possession or for which he/she is responsible because of such access: (a) upon demand by an authorized representative of NxDef or its parent company Pylancias Publishing, LLC; (b) upon conclusion of IUSCR's status as an End-User (should IUSCR become an End-User of NxDef® products and services), or other relationship with NxDef or its parent company Pylancias Publishing, LLC; or (c) upon the conclusion of IUSCR's relationship with NxDef or its parent company Pylancias Publishing, LLC that requires access to confidential and/or classified information. If IUSCR fails to return such materials upon request, IUSCR understands that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

9. Unless and until IUSCR is released in writing by an authorized representative of NxDef or its parent company Pylancias Publishing, LLC, IUSCR understands and agrees that all conditions and obligations imposed upon IUSCR by this Agreement apply during the time IUSCR is granted access to confidential and/or classified information, and at all times thereafter.
10. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
11. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the IUSCR's obligations, rights, or liabilities created by existing statute or Executive Order relating to (1) confidential information, (2) classified information, (3) communications to Congress, (4) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, an abuse of authority, or a substantial and specific danger to public health and safety, or (5) any other whistleblower protection.
12. By his/her signature immediately below, IUSCR states that he/she has read this Agreement carefully and has sought and received answers to any questions to IUSCR's satisfaction about this Agreement from IUSCR's legal counsel.

SIGNATURE		DATE	FEDERAL EIN# OR STATE BUSINESS BUSINESS LICENSE#
NOTARY PUBLIC INFORMATION		ACCEPTANCE	
IUSCR'S EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED NOTARY PUBLIC:		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF NxDef AND PYLANCIAS PUBLISHING, LLC:	
STATE OF FLORIDA COUNTY OF _____ The foregoing instrument was acknowledged before me this _____ day of 20____.		_____ NxDef Authorized Representative (Type or Print legibly)	
_____ Signature of Notary Public ____ - Personally known to me ____ - Produced Identification Type of ID and ID#: _____		_____ NxDef Authorized Representative (Signature) _____ Date	
		NxDef Technologies A WHOLLY-OWNED SUBSIDIARY OF Pylancias Publishing, LLC	

SECURITY BRIEFING ACKNOWLEDGEMENT (DO NOT SIGN UNLESS AND UNTIL YOU ARE BRIEFED CONCERNING BECOMING AN AUTHORIZED NxDef END-USER)		
I reaffirm that the provisions of the state laws regarding confidentiality and the espionage laws, other federal criminal laws and Executive Orders applicable to the safeguarding of classified information have been made available to me; that I have received confidential information (and may in the future receive classified information) into my custody; that I will not communicate or transmit confidential and/or classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit confidential and/or classified information, and that I have received a security briefing.		
SIGNATURE OF IUSCR	DATE SIGNED	DATE NXDEF END-USER STATUS ACCEPTED
NAME OF WITNESS (Type or Print legibly)		SIGNATURE OF WITNESS / BRIEFING AGENT/OFFICER

SECURITY DEBRIEFING ACKNOWLEDGEMENT (DO NOT SIGN UNLESS AND UNTIL YOUR NxDef END-USER STATUS IS TERMINATED)		
I reaffirm that the provisions of the state laws regarding confidentiality and the espionage laws, other federal criminal laws and Executive Orders applicable to the safeguarding of classified information have been made available to me; that I have returned all confidential and/or classified information in my custody; that I will not communicate or transmit confidential and/or classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit confidential and/or classified information, and that I have received a security debriefing.		
SIGNATURE OF IUSCR	DATE SIGNED	DATE NXDEF END-USER STATUS TERMINATED
NAME OF WITNESS (Type or Print legibly)		SIGNATURE OF WITNESS / DEBRIEFING AGENT / OFFICER