



PERSONAL DEFENSE READINESS™ FUNDAMENTALS COACH **Non-Disclosure, Confidentiality and Terms Agreement**

Hi,

Due to the nature of our company's business, and relationships we enjoy within various elite elements of the security industry we need to protect our research (coaching and training processes), proprietary information, our intellectual property and trade names. It is therefore necessary to create an agreement between us.

A confidentiality and performance agreement is standard business practice. If you have engaged in creative business before, this agreement will read as SOP (Standard Operating Procedure). If this is new to you...its still SOP.... all it means is you are evolving as a professional and since our relationship is professional, we need to make sure that we are clear on *how*, *when* and *where* our research will be used.

Now, if you are like me, legal documents may make you less-than-comfortable. I do not relate to '*heretofore, therein, wherein and so forth's*', but it is necessary in our litigious society. This is to protect both of us, for whether you realize it or not, by default, you as an instructor (of any system) are influencing 'third party decision-making'. We as educators are also influencing decision-making. That creates both a responsibility and a liability.

Here is a helpful metaphor: our relationship is much like that of a professional sports team. We are a team. A team of professionals and aspiring professionals brought together by Blauer Tactical's research and a common interest in helping our students live safer, more rewarding lives. While all teams aspire to be elite by nature and dominate in their community, only those teams that respect the 'vision' and play together succeed. For example, each player on the New York Yankees has a performance contract containing stipulations and expectations. These detail everything from grooming standards, what time practice is, to what happens if a player is late or doesn't 'produce'. It also includes specific details including how and when a player can use the Yankee logo. In other words, all teams have rules they agree to and then play by.

Most importantly, all the players on winning teams share warrior traits like integrity, focus, desire, tenacity, loyalty, truthfulness and a host of other 'warrior' virtues. We hope you recognize and respect the TEAM metaphor and embrace it wholly so that '**we**' can be the winning team in the personal defense arena. All we ask, in good conscience, is that every Personal Defense Readiness Candidate and Coach follow the guidelines and embrace the tenets of our warrior heritage.

This agreement should read in that light and remember it is just a detailed reframe, within a legal structure, of conditions stipulated in our previous correspondences. We have a lot to cover on the first day, so in the interest of saving time, **please carefully review this document prior to your arrival**. An original will be available for you to sign at the session. If you have any questions please call the office for assistance.

Once again I'd like to thank you in advance for your commitment to the Personal Defense Readiness Coach Certification process. I'm looking forward to another awesome training session.

Sincerely,

Tony Blauer
Founder & CEO,
Blauer Tactical Systems Inc.

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BLAUER TACTICAL SYSTEMS Inc.

www.blauertactical.com Email: pdrteam@blauertactical.com



PERSONAL DEFENSE READINESS™ FUNDAMENTALS COACH **Non-Disclosure, Confidentiality and Terms Agreement**

1. Between **Blauer Tactical Systems Inc**, hereafter referred to as **BTS**, and

_____ residing at _____

_____, hereafter referred to as **ATTENDEE**.

2. **BTS** is a leading consulting company for the law enforcement, military and civilian personal defense industry. It is acknowledged that **BTS** has affiliations and associations with some of the world's largest defense groups, law enforcement agencies and other related communities. Because many of these relationships and training programs are considered confidential, it is imperative that there are clear parameters established with how our name and material can be used.

3. The **ATTENDEE** acknowledges that the Personal Defense Readiness Fundamentals Certification, hereafter referred to as **PDR**, is an *instructor development* course where successful graduates may obtain qualifications and credentials to use **PDR Research** and material to teach to the general public.

4. The **PDR ATTENDEE / COACH** acknowledges that they are strictly prohibited from using **BTS** research to promote themselves or to secure contracts within the law enforcement, military or security communities *unless by special arrangement* with Mr. Blauer and/or an authorized **BTS** representative. This arrangement will always be confirmed in writing.

5. The **ATTENDEE** agrees to participate in this training session for the purposes of professionally studying **BTS PDR** research and upon completion of the instructor development course and pending approval from **BTS**, the **ATTENDEE** intends on integrating **PDR** research into their training and teaching curricula.

6. This **PDR** training session is a **LEVEL 1 / FUNDAMENTALS** - program specifically designed to introduce **PDR** research and teaching techniques so that these methods are taught correctly, responsibly, and professionally within the public sector.

7. The **ATTENDEE** acknowledges that participation alone in the **PDR Program** does not qualify them to obtain a 'certification' until they receive, in writing, approval and notice of certification by the **BTS** evaluation team.

8. Once certified, the **ATTENDEE** will be allowed to use only the **PDR** Training Program's approved nomenclature, concepts and training formulae to enhance their current curricula within the private sector, specifically, teaching self-defense programs to the general public. No other application of this research or training, nor modification of terminology and/or drill content is permitted without written authorization from **BTS**.

9. Only those who are certified by **BTS** can teach our methods and associate our name to their business. We reserve the right to review of all training materials or to inspect any written documentation using our trade names, research or concepts so that we may verify whether we approve of the manner in which they are being used by our graduates.

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10. **ATTENDEES** are not permitted to market classes based on our other trade names until certified to do so. **Certified PDR Fundamentals Coaches** may not market or instruct classes outside of their program's general geographical area without authorization from **BTS**. Under this agreement, that area is not to exceed 60 miles from their address of record with **BTS**. Exemptions to item #10 will be reviewed on a case-by-case basis.
11. All curricula, manuscripts, articles, hereafter referred to as **MATERIALS**, are protected by copyrights owned by **BTS**. The **ATTENDEE** is hereby authorized to use **MATERIALS** under the conditions stipulated within. All other uses are strictly forbidden and may result in revocation of certification to teach **PDR** and **BTS** materials.
12. The **MATERIAL** is being given to the **ATTENDEE** for the purpose of educating, promoting and further develop the **ATTENDEE'S** skill and ability within the **PDR** format. Permission is granted by **BTS** to quote, reprint or redistribute appropriate articles and handouts provided the text is not altered, and appropriate credit is given to the author. *The material may not be used to promote separate unrelated programs or for self-promotion.*
13. The **ATTENDEE** who successfully completes the session and post-session requirements will receive a diploma recognizing the **ATTENDEE** as a **Certified Personal Defense Readiness Fundamentals Coach**.
14. Once the **ATTENDEE** is certified, **BTS** will be available to assist in promotion, marketing through its newsletters, emails and other suitable vehicles such as websites and social media. See below section on "Marketing"
15. Once the **ATTENDEE** is certified, **BTS** will publicize the **ATTENDEE'S** credentials and details in **PDR** related publications where appropriate. The **ATTENDEE** must remain active and in good standing with **BTS**. See Item #21 below.
16. Once the **ATTENDEE** is certified, the **ATTENDEE** will enjoy **PDR** Team discounts on apparel, High Gear™, and additional training seminars. (*Subject to change. Contact **BTS** for latest team discounts*)
17. Upon certification, **BTS** will keep the **ATTENDEE** current with relevant changes in the system and provide updates when necessary via electronic means or at additional training courses the **ATTENDEE** participates in.
18. In summary the Certified **PDR Fundamentals Coach** affiliation entitles the **ATTENDEE** to the following benefits:
 - a. Permission to use **PDR** trade names in approved media (i.e. website, business card, handouts, ads, etc.)
 - b. Permission to use approved **PDR** research in-house with no additional royalty fees.
 - c. **PDR** Team discounts on HIGH GEAR.
 - d. Access to the **PDR** private forum, including professional team networking.
 - e. Team discounts on videos, audios, manuals, apparel, etc.
 - f. Discounts on training for potential advancement to **PDR Principles, Systems, and Core levels**.
 - g. Significant discounts on refresher **PDR** training seminars. Plus additional discounts when qualified.
 - h. Indirect marketing and promoting from our web & print ad campaigns
 - i. Consultation with senior staff for curriculum, integration and marketing

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19. In return for the above membership privileges the **ATTENDEE** agrees to pay a membership, affiliation & licensing fee of \$62.50 per month annually. The licensing fee will commence the 1st of the month following post the successful completion of certification course & requirements. The licensing fee will remain in effect as long as the **ATTENDEE** is a member in good standing. The licenses of **Certified PDR Fundamentals Coaches** in good standing with **BTS** will renew every 12 months.

20. The **ATTENDEE** also agrees to the following royalty arrangement when conducting **Special Courses**. These are defined as: any seminar, workshop, or presentation where sales, revenues, income are generated as a result of PDR research, lesson plans or programs. I.E. Any program, seminar or workshop you hold, that is outside the normal course of your teaching schedule where an additional fee is being charged to your student/s or an attendee, is considered a **Special Course***.

**School owners note: revenue generated by your regularly scheduled on-going classes is not subject to the 15% royalty.*

21. Remaining in good standing with **BTS** can be accomplished through; active participation in the **PDR** forum, attending training with senior staff and/or attending approved **BTS** courses, and/or working with the **PDR** and **BTS** team to further promote and raise awareness of the **PDR** and **BTS** program through other means. In special cases where circumstances make it impossible to attend training for a protracted period of time coaches can remain active through our remote renewal option. **BTS** will notify the **ATTENDEE** of ongoing training opportunities. If no contact has been maintained over a 12-month period, the **PDR Coaches** may have their license revoked. Engaging in illegal activities, fraud, or activities that are in direct violation of the terms of this agreement are grounds for immediate dismissal from the team

22. The **ATTENDEE** understands that this is not a partnership, nor a joint venture. The **ATTENDEE** is an independent contractor. **BTS** is not liable for any claims whatsoever made by third parties for any claims relating to **BTS** programs or techniques.

23. The **ATTENDEE** has confirmed through their application that they have no criminal record. Should the **ATTENDEE** purposefully mislead the **BTS** team through inaccuracies on their application, they could be removed from the team unless they provide an acceptable explanation within 30 days of a request by **BTS**.

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CLASSIFICATIONS

PERSONAL DEFENSE READINESS™ FUNDAMENTALS COACH CANDIDATE

24. The **PDR Fundamentals Coach Candidate** is an **ATTENDEE** who has attended our certification session but has not completed the final certification phase. The **PDR Fundamentals Coach Candidate** remains a proponent of our research and intends on returning to future training to compete their certification process. In the interim, they may reference our maxims, philosophies and concepts in their training, but they cannot teach our drills or use our research in a commercial setting until they are certified by **BTS**.

25. **PDR Fundamentals Coach Candidates** *DO NOT* have permission to use our trade names commercially within their school/s or courses until they have been certified.

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26. Once they receive certification and approval to teach commercially, the **ATTENDEE** is authorized to integrate our **PDR** research and concepts into their schools and seminars and is authorized to conduct seminars and classes based on the **PDR Fundamentals Template**.

27. Where the **ATTENDEE** runs a commercial martial art school or training center with multiple styles or methods being taught, the **ATTENDEE** is strongly encouraged to also provide on-going **PDR** classes, lectures and/or seminars so that they are continuously developing & refining their **PDR** skills as well as providing enrolled students with approved **PDR** training.

28. **PDR** research may be integrated into other classes for the purpose of augmentation, clarification, motivation or emphasis, but the **PDR** vernacular, trade names, concepts and proprietary information must continue to be referenced professionally.

29. **ATTENDEE** may provide end-user classes but are **strictly prohibited from certifying** others in our process. Certification can only be attained through the **BTS PDR Certification Program conducted by BTS Staff Trainers**.

30. The **ATTENDEE** will receive discount rates on all **BTS** products for re-sale at their school or seminars or for personal use. *No copies of the videos, audios or manuals are to be made privately.* The **ATTENDEE** must purchase all materials directly through **BTS**.

31. All approved handouts during subsequent seminars or classes or material printed in brochures that contain intellectual property rights of the **PDR** program, Tony Blauer, or **BTS** must be marked as such. (I.E.: Copyright (Year), Tony Blauer & Blauer Tactical Systems, Inc.). If the **ATTENDEE** designs original ads or promotional material and uses our information on it, **BTS** reserves the right to approve it in advance of its publication and use. Copies of all materials used for this purpose should be sent to the **PDR** Administrative Team.

32. As a certified **PDR Fundamentals Coach**, the **ATTENDEE** can use the following trade names & terms:

- **Certified Personal Defense Readiness™ Fundamentals Coach - A Division of Blauer Tactical Systems**
- **PDR Fundamentals Coach™**
- **S.P.E.A.R. System™ Basics**

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33. Certified **PDR Fundamentals Coaches** are **strictly prohibited** (unless certified to do so in writing by an authorized representative of BTS) from referring to themselves in writing or any other means as a **SPEAR System™ Instructor**

ADVANCED CLASSIFICATIONS

PDR PRINCIPLES, SYSTEMS, AND CORE COACHES

34. Certified **PDR Fundamentals Coaches** are invited to pursue advanced certifications such as, **PDR Principles, Systems, and Core Coach status**. These coaching levels may be awarded to those who have attended additional training and earned certification, as well as furthering the development and knowledge of the PDR and BTS materials. **PDR Principles Coaches** are certified to teach state wide or regionally and **PDR Systems Coaches** are certified to assist and/or teach nationally for the PDR and **BTS** programs only by request of the Senior BTS staff. **PDR Core Coaches** are certified to assist and/or teach internationally for the PDR and **BTS** programs only by request of Tony Blauer or an authorized Senior BTS staff member. In addition, **PDR Coaches** may earn **Supplemental Specialized Certifications** in advanced courses including **Ballistic Micro-fight™, Multiple Assailant, Weapon Protection and Ground Fighting among others that may be available**. Further details and descriptions of the rights, responsibilities, and duties of PDR Principles, Systems, and Core Coaches are available in the non-disclosure, confidentiality and terms agreements for those levels.

THIRD PARTY REQUESTS

35. The **ATTENDEE** is **strictly prohibited from** marketing **PDR**, or any other **BTS** programs to the security, law enforcement or military community unless specifically certified in the **BTS** Law Enforcement & Military programs known as the **S.P.E.A.R. System™**, or by special arrangement with **BTS**. Said confirmation will be in the form of a written authorization from Tony Blauer and/or **BTS**. Further, should such certification be obtained, or approvals given, the **ATTENDEE** understands and acknowledges that all such training must be organized and coordinated by the **BTS** main office, including pricing and scheduling. The **SPEAR System™** certified coaches non-disclosure, confidentiality and terms agreements contains further rights, roles and responsibilities for that division of **BTS**.

36. Due to the diversity of our programs and our worldwide reputation, an **ATTENDEE** will likely be contacted by a member of the private sector or a professional entity (security, law enforcement or military community) and asked to provide a session based on our research (**S.P.E.A.R. System™, High Gear™, Ballistic Micro-Fight™**, etc.). ***Unless the PDR coach is trained & certified in these other programs, they are prohibited from providing this type of training.*** If an individual does conduct business outside the parameters of this understanding they assume all inherent risks, as well as risking revocation of their license to teach materials from the PDR program and revocation of their affiliation with PDR and **BTS**; as well as possible legal action should their activities compromise on-going operations or affect our company's image and reputation.

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37. The **ATTENDEE** agrees to refer third-part requests regarding our systems and research to **BTS** head office. If a third party referral results in a legitimate seminar booking or contract, the **ATTENDEE** will receive a 10% commission for the referral.

SAFETY WAIVER & INSURANCE

38. The **ATTENDEE** must ensure that they have the proper insurance for their classes and seminars and/or the necessary waivers and disclaimers, based on their region's laws, must be signed and fully executed prior to any training. **BTS** will suggest examples of waivers as templates when requested; and requires proof of insurance to be provided to our office.

You must name **BTS** as an additional insured on your insurance policy, and the following language must appear in your disclaimers:

In consideration for the right to participate in this training, **I UNDERSTAND AND DO HEREBY AGREE TO ASSUME ALL OF THE ABOVE RISKS AND OTHER RELATED RISKS WHICH MAY BE ENCOUNTERED DURING THE TRAINING, INCLUDING ACTIVITIES IN PREPARATION OF AND/OR SUBSEQUENT AND RELATED TO THE TRAINING.** Accordingly, I on behalf of my heirs, assignees, and/or successors, do hereby agree to hold Blauer Tactical Systems Inc., its directors, agents and employees harmless from any and all liability, actions, causes of actions, claims, expenses, and damages on account of injury to my person or property, even injury resulting in death, which I now have or which may arise in the future in connection with my participation in the Training Program and in my use of the training equipment provided.

39. The **ATTENDEE** must interpret the laws regarding teaching self-defense in their region and include this education at relevant times during their classes.

STANDARDS & EXCELLENCE

40. The **ATTENDEE** will always conduct themselves in a manner congruent with **BTS'** world-class standards and reputation.

41. The **ATTENDEE** recognizes that his/her performance and behavior can affect the **BTS** reputation and therefore undertakes to always maintain as high a standard of excellence as possible. This includes appearance, hygiene, course punctuality, administration and so on. A **Certified PDR Fundamentals Coach** who does not maintain these standards may have their license revoked.

ADDITIONAL TRAINING

42. All parties recognize the limitations of a 3-Day certification program. It is understood that there are advanced training opportunities and additional levels in **Blauer Tactical System's Personal Defense Readiness™ (PDR) division**. Advanced training and certification will enhance the **ATTENDEE'S** ability, skill, professionalism and teaching presence. Advanced training and certification will also provide more value and teaching opportunities *within* the self-defense community. *Attendance at advanced courses is not mandatory.*

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43. **BTS** will provide notice of camps and opportunities for advanced training seminars to all certified instructors in good-standing with the PDR program.

CONFIDENTIALITY

44. **Definition of Confidential Information and exclusions.** **BTS** will be exposing to the **ATTENDEE**, orally, visually or in writing, certain confidential and proprietary information not readily available or otherwise known to the public. Such confidential information, whether marked or identified as such or not, may include, but is not limited to, POI's (Point of Instruction), learning models and charts, trade secrets, customer lists, customers (whether private or government), contracts (existing, past or prospective), prices and pricing, costing, sales techniques, estimating and pricing systems, product planning and development programs, marketing plans, product information, inventions, blueprints, sketches and drawings, course and training outlines, programs and manuals and related information and materials of **BTS** and its affiliates and subsidiaries (the "Confidential Information"). The Confidential Information shall not include the following:

- a. Information that is or becomes generally available to the public other than as a result of a disclosure by the **ATTENDEE** in violation of this Agreement;
- b. Information that is or becomes available to the **ATTENDEE** from another source, which is not prohibited from disclosing the information; or
- c. Information that was or is developed by the Attendee independently from **BTS** research or the information disclosed by **BTS**.

45. **Non-Disclosure.** The **ATTENDEE** agrees not to disclose any Confidential Information to any person or entity other than to its officers, directors, employees, agents, representatives or advisors who need to review the information to further the business transactions contemplated by the parties. The **ATTENDEE** agrees that if he discloses any Confidential Information to any officer, director, employee, agent, representative or advisor, the **ATTENDEE** is responsible for any prohibited disclosure by any such person. The **ATTENDEE** shall take all steps necessary to protect any Confidential Information, including having all officers, directors, employees, agents, representatives and advisors who have received any Confidential Information enter into a binding Confidentiality Agreement similar to this Agreement.

46. **Use of Information.** The **ATTENDEE** agrees that the Confidential Information will be used exclusively by it and its officers, directors, employees, agents, representatives and advisors solely to further the business transactions contemplated by the parties, and will not be used in any way detrimental to **BTS**.

47. **Exploitation.** The **ATTENDEE** shall not exploit, commercialize, develop, test, promote, market or otherwise use any information incorporating or relying on the Confidential Information for his/her own benefit or the benefit of others (with the exception of the PDR and BTS programs and members).

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48. **Disclosures Required by Law.** Notwithstanding anything to the contrary herein, the **ATTENDEE'S** obligations of confidentiality or non-disclosure hereunder shall be subject to any disclosure requirements imposed by law or any judicial or governmental order. In the event that the Attendee, or anyone to whom the **ATTENDEE** transmits any Confidential Information, becomes legally compelled to disclose any Confidential Information, the Attendee will provide **BTS** with prompt notice before such Confidential Information is disclosed so that **BTS** may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the **ATTENDEE** will exercise best efforts to obtain a protective order or other reliable assurances that confidential treatment will be accorded the Confidential Information.

49. **Expiration.** Any obligation the **ATTENDEE** may have under this Confidentiality Agreement shall terminate five years after either party has terminated affiliation with **BTS**.

50. **Limitation.** Neither this Agreement nor the exchange of Confidential Information between the parties shall create or be relied on by either party as a basis for creating any license between the parties under any patent, or other industrial or intellectual property rights of the Proprietor of the Confidential Information, or any other license between the parties in the absence of any express written license agreement between them.

MARKETING AND PROMOTIONAL ITEMS

51. **BTS Roles and Responsibilities.** As referenced in item #14-15 above, once the **ATTENDEE** is certified, **BTS** will be available to assist in promotion, marketing through its newsletters, emails and other suitable vehicles such as websites and social media. **BTS** will publicize the **ATTENDEE'S** credentials and details in **PDR** related publications where appropriate. The **ATTENDEE** must remain active and in good standing with **BTS** in order for their continued association to be listed.

52. Certified **PDR Fundamentals Coach** affiliation entitles the **ATTENDEE** to the following benefits:

- a. Successful completion and notification of certification allows the **ATTENDEE** the legal use of the **PDR** name, logo, and promotional materials.
- b. Permission to use **PDR** trade names in approved media (i.e. website, business card, handouts, ads, etc.)
- c. Permission to use approved **PDR** research in-house with no additional royalty fees.
- d. Access to the **PDR** private forum, including professional team networking.
- e. Indirect marketing and promoting from our web & print ad campaigns
- f. Consultation with senior staff for curriculum, integration and marketing
- g. Promotion from the main site and Community page (New Coach must comply with media guidelines – see Social Media Guidelines document)

53. **Attendee / Certified Coach Roles and Responsibilities.** Attendees and Certified Coaches, understand that while **BTS** will help promote courses, training, and announcements of other related activities, it is acknowledged that **BTS** is not responsible or liable for the success or failure of the Attendee/Certified Coaches success or failure.

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ACKNOWLEDGEMENT AND ACCEPTANCE

54. By signing below, I hereby recognize, acknowledge, and accept that the present undertakings as described in this document are both reasonable and necessary to protect the legitimate interests of **BTS** and of Mr. Tony Blauer.

BTS REPRESENTATIVE (on behalf of):

Tony Blauer
President
Blauer Tactical Systems Inc.

Date:

ATTENDEE/CANDIDATE:

Print Name Clearly

Signature

Date

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