



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into as of January 1, 2015, by and between Hillard Heintze LLC, an Illinois limited liability company, with its principal place of business at 30 South Wacker Drive, Suite 1400, Chicago, Illinois 60606 ("Company") and TASER International, Inc. with its principal place of business at 17800 North 85th Street, Scottsdale, Arizona 85255 ("Client").

1. DESCRIPTION OF SERVICES

The Company agrees to provide consulting, advisory and other services as more fully set forth in the Statement of Work attached hereto as Exhibit A, ("Services").

2. FEES AND PAYMENT

2.1 In consideration for the Services provided to Client by Company, Client agrees to pay to Company the fee and/or hourly rates set forth in Exhibit A and on the terms and conditions stated herein.

2.2 Company will invoice Client on a monthly basis or as each segment of service is completed. Client agrees to remit payment to Company within 30 days from the date of the invoice.

3. EXPENSES

Expenses may be billed as incurred or in the invoices issued by the Company. Client shall reimburse Company for all reasonable expenses which may include, but shall not be limited to, the following:

- Travel expenses, including airfares, hotel accommodations, meals, rental cars and/or car services.
- Postage and courier services.
- Printing, graphic support, binding, assembly and duplication.
- Associated research and editorial services.
- Any other expenses resulting from the work performed under this Agreement.

4. INTELLECTUAL PROPERTY

Company assigns to Client all patents, copyrights, and trade secret rights not previously owned by Company and created or developed by Company for Client under this Agreement. This assignment is expressly conditioned upon full payment of the compensation due to Company under this Agreement and such assignment shall terminate without notice in the event full payment is not made as required herein.

5. TERM OF AGREEMENT

The term of this Agreement shall be as provided in the Statement of Work, Exhibit A, or as otherwise agreed to between the parties in writing.

6. TERMINATING THE AGREEMENT

Either party may upon thirty (30) day prior written notice, terminate this Agreement, or in the event of a material breach, fifteen (15) days after written notice of such material breach and if such is not cured within said fifteen (15) day period.

7. INDEPENDENT CONTRACTOR

For purposes of this Agreement, Company is an independent contractor. Nothing contained herein shall be construed to create an employment, principal-agent relationship, or joint venture between Company and Client, and neither party shall have the right, power or authority to obligate or bind the other to any third party.

8. CONFIDENTIAL INFORMATION AND PROPRIETARY MATERIALS

8.1 Confidential Information of Company. Client agrees that it will not use or reproduce in any form any confidential information or divulge all or any part of the confidential information concerning the business practices, means or methods, resources, products or other services of Company (together "Company Confidential Information") to any third party, either during or after the term of this Agreement, and that promptly upon termination of this Agreement, Client will return to Company all whole and partial copies and derivatives of any and all Company Confidential Information. Client agrees to maintain the confidentiality of the proprietary materials and derivative proprietary materials related to the Company Confidential Information both during and after the term of this Agreement and to instruct and obligate its employees and agents to do the same. These confidentiality obligations will not restrict any disclosure required by law, provided that Client gives prompt notice to Company of any such request and reasonably cooperates with Company at its request and expense to resist such or to obtain a protective order.

8.2 Confidential Information of Client. Client may disclose or make available to Company, whether orally or in physical form, confidential or proprietary information concerning Client, its business, products or services, officers and associates and their spouses and dependents (together, "Client Confidential Information") in connection with this Agreement. Company agrees that it will not use or reproduce any Client Confidential Information or divulge all or any part of the Client Confidential Information in any form to any third party, either during or after the term of this Agreement, and that promptly upon termination of this Agreement, Company will return to Client all whole and partial copies and derivatives of any Client Confidential Information. Company agrees to maintain the confidentiality of the proprietary materials and derivative proprietary materials both during and after the term of this Agreement and to instruct and obligate its employees and agents

to do the same. Company is responsible for any breach of the confidentiality provisions of this Agreement by its employees or other agents. These confidentiality obligations will not restrict any disclosure required by law, provided that Company gives prompt notice to Client of any such request and reasonably cooperates with Client at its request and expense to resist such or to obtain a protective order.

8.3 Proprietary Materials. Client acknowledges that Company may use and/or provide Client with access to proprietary materials and derivative proprietary materials developed prior to this Agreement, which shall be considered the sole and exclusive property of Company and Company shall retain all right, title and interest in and to the proprietary materials and derivative proprietary materials, unless Company in its sole discretion grants Client in writing a License (defined below). Except as granted in the License, Client agrees not to reproduce or modify all or any portion of the proprietary materials or derivative proprietary materials, and not to disclose, sell, sublicense or otherwise transfer or make available all or any portion of the proprietary materials, or derivative proprietary materials to any third party without the prior express written consent of Company. Notwithstanding the foregoing, upon full payment for services to Company herein, items specified as deliverables or work product in this Agreement ("Deliverables") shall become the property of Client. To the extent that any Company proprietary material and derivative proprietary material is contained in any of the Deliverables, Company hereby grants Client upon full payment for services to Company hereunder, a royalty-free, fully paid-up, perpetual, worldwide, non exclusive and non-transferable license ("License") to use such proprietary material and derivative proprietary material in connection with the Deliverables only.

9. NON-SOLICITATION OF EMPLOYEES AND OTHERS

Company and Client mutually agree that during the period of this Agreement and for a period of twelve (12) months after this Agreement expires or is terminated as permitted herein, neither party shall, on either its own account or jointly with or as an advisor, agent, representative, director, officer, manager, employee, principal, partner, joint venture, owner, consultant or otherwise, directly or indirectly, solicit or recruit any director, officer, employee, representative, consultant or agent of the other for employment or encourage any person to leave the employment of or to not provide services to the other or otherwise interfere with any employment or business relationship of the other without the party's prior written consent.

10. INDEMNIFICATION

Each party agrees to indemnify, defend and hold the other harmless from and against any and all claims, actions, demands, losses, causes of action, costs and expenses (including reasonable attorneys' fees) to the extent arising from negligent, fraudulent or willful acts or omissions of the indemnifying party, subject to the following (1) the indemnifying party shall be notified promptly in writing of any notice of such claim, and (2) the indemnifying party shall have the control of the defense of any action of such claims and all negotiations for its settlement, provided that the indemnified party shall be allowed to participate in such defense and provided further that the indemnifying party shall not agree to any settlement which would subject the indemnified party to injunctive relief without first obtaining written consent.

11. DISPUTE RESOLUTION

Company and Client agree that as a condition precedent to the institution of any action regarding disputes arising under or in connection with this Agreement, all such disputes shall first be submitted to mediation before a professional mediator selected by the parties. Such mediation shall be conducted in Chicago, Illinois (or other mutually agreeable location) and at a mutually agreed time and place, shall not be less than one day in length, and the costs and expenses of the mediation, including but not limited to the mediator's fees, shall be split equally between the parties. Only upon the earlier of (i) thirty (30) days from commencement of the mediation, or (ii) the unsuccessful completion of such mediation, shall either party have the right to pursue further resolution for any remaining (unsuccessfully mediated) disputes.

12. LIMITATION OF DAMAGES AND INJUNCTIVE RELIEF

In no event shall either party, nor their respective employees, officer and directors be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). Client agrees that Company, its employees and officers shall not be liable to Client for any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to this Agreement for an aggregate amount in excess of the fees paid by Client to Company for the Services giving rise to liability. No terms of this Agreement shall benefit or create any right or cause of action in or on behalf of any person or entity other than Client and Company.

The parties agree that a breach of any of the promises or agreements contained in Sections 8, 9, 10, and 11 above will result in irreparable and continuing damage to the other party for which there will be no adequate remedy at law, and the non-breaching party shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

13. ENTIRE AGREEMENT

This Agreement, Exhibit A, and any other attachment specifically incorporated herein, sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. This Agreement shall control over any conflicting provisions of any invoice, purchase order or other document, and such conflicting provisions are expressly rejected. This Agreement may be amended or changed only by a writing signed by the parties.

14. NOTICES

Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by telecopy or facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail,



return receipt requested, upon verification of receipt. Notices shall be sent to the parties address set forth herein or such other address as a party may specify in writing.

15. GOVERNING LAW

This Agreement, including the validity hereof and the rights and obligations of the parties hereto, and all matters arising out of or relating to this Agreement and/or any and all related documents shall be governed by, and construed and enforced in accordance with the substantive laws of the State of Illinois, without regard to its otherwise applicable principles of conflicts of laws, and any action arising out of or related thereto shall be brought in either the United States District Court for the Northern District of Illinois or the Circuit Court of Cook County, Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

HILLARD HEINTZE LLC

TASER International, Inc.

A handwritten signature in cursive script that reads "Arnette Heintze".

Arnette Heintze,
as Chief Executive Officer

By: _____
Name: _____
Its: _____

EXHIBIT "A" – STATEMENT OF WORK

CONSULTING AND ADVISORY SERVICES

The Company will provide professional services to Client through consulting and advisory services that will be performed by the Company's Senior Management team, including the Senior Leadership Council.

As mutually agreed-upon, the Company will:

- Serve as consultants and brand stewards responsible for networking, leveraging key relationships and marketing activities associated with the Client's products and services, including the promotion of the Client to current and potential customers as well as current and potential business partners;
- Provide strategic, tactical and fundamental support, advice and counsel to help the Client identify opportunities in the government and private sector verticals;
- Provide information sharing and liaise on behalf of the Client with the federal, state and local law enforcement agencies;
- Deliver mutually agreed upon services, which may include:
 - assistance with business development and strategy;
 - briefings with key decision-makers prospective Customers;
 - promote and advocate the Client's products;
 - build, sustain and enhance the Client's recognition with Customers and supporting leadership organizations;
 - identification of new opportunities;
 - product and target market consulting support;
 - support conference meetings, such as the International Associations of Chiefs of Police (IACP) and the Major City Chiefs (MCC).

Term of Agreement

The term of this agreement provides for work and services to be delivered to the Client beginning on January 1, 2015, and terminated on December 31, 2015.

**Fees, Billing Rates and Expenses**

The Client agrees to pay the Company a monthly retainer of \$5,000.00 USD, as compensation for the support each month as needed in the areas outlined above.

All expenses that are directly attributable to the work performed as described herein will be billed on a monthly basis. Consistent with standard consulting industry practice, Hillard Heintze bills reimbursable expenses - for travel, meals, lodging and document delivery - as incurred, with no markup.

The Company will invoice the Client on a monthly basis, starting January 31, 2015. The Client agrees to remit payment to the Company within 30 days from the date of each invoice.