



Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (this "Agreement") is entered into and made effective as of _____, by and between SAMP SOLUTIONS Inc. DBA BTS Research, of California, mailing address P.O. Box 910418 San Diego, Ca. 92191 and a physical address at 10665 Sorrento Valley Road, San Diego, Ca. 92121 ("Disclosing and/or Receiving Party") and _____ ("Disclosing and/or Receiving Party").

1. Confidential Information. "Confidential Information" means nonpublic information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party") under this Agreement. Confidential Information may include, but is not limited to, specifications, designs, process information, technical data, marketing plans, business plans, customer names, product roadmaps, pricing, prototypes, toolkits, software, and/or intellectual property. Confidential Information must be marked as "confidential," "proprietary," or similar legend. If disclosed in verbal or visual form, Confidential Information must be reduced to writing, marked, and delivered to the Receiving Party within thirty (30) days. Notwithstanding the foregoing, Confidential Information shall include all information that is known to the Receiving Party, or reasonably should be known to the Receiving Party, to be confidential.

2. Obligations of the Receiving Party. For a period of five (5) years (except as provided in Section 3 below) from the date of disclosure of any Confidential Information, the Receiving Party shall (a) use the Disclosing Party's Confidential Information only for internal evaluation purposes, (b) protect the Disclosing Party's Confidential Information in the same manner and with the same degree of care, but not less than a reasonable degree of care, with which it protects its own confidential information, (c) not disclose Confidential Information to any third party other than the Receiving Party's employees and contractors who have a direct "need to know" and who have executed or shall execute written agreements with confidentiality obligations at least as restrictive as those contained herein, and (d) not reverse engineer, de-compile or disassemble any Confidential Information.

3. Extended Period of Confidentiality. No extension of time or waiver or relaxation of any of the provisions or terms of this agreement shall operate as an estoppel against any party in respect of its rights under this agreement, no shall it operate so as to preclude such party from exercising its rights strictly in accordance with this agreement.

4. Exclusions. This Agreement imposes no obligation on the Receiving Party with respect to information that (a) was rightfully in the Receiving Party's possession before receipt from the Disclosing Party without any obligation of confidentiality, (b) is, or subsequently becomes, legally and publicly available through no fault of the Receiving Party, (c) is rightfully received by the Receiving Party from a third party without any obligation of confidentiality, (d) is disclosed by the Disclosing Party to a third party without any obligation of confidentiality, or (e) is independently developed by the Receiving Party. Further, the Receiving Party may disclose Confidential Information pursuant to a valid order issued by a court or government agency, provided that the Receiving Party provides the Disclosing Party (a) prior written notice of such obligation, and (b) the opportunity to oppose such disclosure.

5. Title. Title or the right to possess Confidential Information, as between the parties, will remain in the Disclosing Party.



6. Disclaimer. The Disclosing Party provides all Confidential Information on an “AS IS” basis. The Disclosing Party disclaims all warranties, including any warranties as to the accuracy or utility of Confidential Information.

7. Limited Purpose. Nothing contained herein shall be construed as creating any agency or partnership relationship between the parties, nor as creating an express or implied license grant from either party to the other.

8. Export Regulations. The parties agree to comply with all applicable United States and foreign export laws and regulations.

9. Remedies. Each party acknowledges that monetary remedies may be inadequate to protect Confidential Information and that injunctive relief may be appropriate to protect such Confidential Information.

10. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

11. General. Neither party may assign any rights or delegate any obligations under this Agreement without the prior written consent of the other party. The failure of either party to enforce any right resulting from breach of any provision of this Agreement by the other party shall not be deemed a waiver of any right relating to a subsequent breach of such provision or of any other right hereunder. If any of the provisions of this Agreement are determined to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement constitutes the entire agreement between the parties as to the subject matter hereof. This Agreement may not be amended except in writing signed by a duly authorized representative of the respective parties.

12. Term. Either party may terminate this Agreement at any time without cause upon notice to the other party; however, the obligations of the Receiving Party shall survive the termination of this Agreement as set forth herein. Upon request by the Disclosing Party, the Receiving Party shall promptly return all Confidential Information, which it received from the Disclosing Party along with all copies and derivatives thereof.

Disclosing and/or Receiving Party

Signed: _____

Name: Sami Abunadi

Title: President

Date: _____

Company: BTS Research
Phone (858) 605-5882

Disclosing and/or Receiving Party

Signed: _____

Name: _____

Title: _____

Date: _____

Company:
Phone ()