**NON-DISCLOSURE AGREEMENT**

 This Non-Disclosure Agreement (the “Agreement”) is made on this August \_\_\_, 2020, by and between Sample Systems Corp, a Wyoming corporation (hereinafter referred to as “Sample”), with its executive offices located at\_\_\_\_\_\_\_\_\_\_and \_\_\_\_\_\_\_\_\_\_., a \_\_\_\_\_\_\_\_\_\_\_[state or country] \_\_\_\_\_\_\_\_\_\_\_\_\_ [type of entity] (“\_\_\_\_\_\_\_\_\_\_”), with its offices located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Each party to this Agreement may hereafter be referred to individually as a “Party”, and the parties hereto may hereafter be collectively referred to as the “Parties”.

**RECITALS**

 This Agreement is made with reference to the following facts:

 A. The Parties are in the process of holding discussions regarding the possibility of entering into a business relationship relating to Sample’s selling or leasing to \_\_\_\_\_\_\_\_\_\_\_\_\_ certain multi-configurable unmanned ground vehicles and related software developed, produced, and offered by Sample, and of its providing related services to \_\_\_\_\_\_\_\_\_\_\_.

 B. The Parties desire to provide for a procedure whereby the confidential and proprietary information and trade secrets of each Party will be protected from unauthorized use and disclosure.

 NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the Parties agree as follows:

**TERMS OF THE AGREEMENT**

 1. Definitions. As used in this Agreement, the following capitalized terms will have the meanings set forth below:

 1.1 “**Confidential Information**” means any oral, written, visual, graphic or machine-readable information including, but not limited to, information which relates to trade secrets, patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, specifications, engineering, formulae, know-howmarkets, business plans, agreements with third parties, services, customers, marketing or finances of the Disclosing Party. Without disturbing the generality of the foregoing, Confidential Information:

 (a) Includes information that: (i) is proprietary to the Disclosing Party; (ii) provides a competitive advantage or the opportunity to obtain a competitive advantage to the Disclosing Party; (iii) the Receiving Party does or should reasonably be understand to be confidential and proprietary based on the totality of the circumstances surrounding its disclosure; and/or (iv) is not generally known to the public; and

 (b) Excludes information that: (i) is already lawfully in possession of the Receiving Party (unless received pursuant to a nondisclosure agreement restricting its disclosure); (ii) is or becomes generally available to the public through no fault of the Receiving Party; (iii) is disclosed to the Receiving Party by a third party who may transfer or disclose such information without restriction; (iv) is required to be disclosed by the Receiving Party as a matter of law provided that the Receiving Party will use all reasonable efforts to provide the Disclosing Party with prior notice of such disclosure and to obtain a protective order therefor; (v) is disclosed by the Receiving Party with Disclosing Party’s approval; or (vi) is independently developed by the Receiving Party without any use of confidential information.

 1.2 “**Disclosing Party**” means the Party disclosing Confidential Information to the Receiving Party.

 1.3 “**Receiving Party**” means the Party receiving Confidential Information from the Disclosing Party.

 2. Identification of Confidential Information. The Disclosing Party shall identify any and all Confidential Information disclosed under this Agreement as follows: (a) All documents and other tangible material shall be marked with an appropriate restrictive legend at the time of disclosure; and (b) all other disclosures identified as proprietary or confidential at the time of disclosure shall be reduced to writing (in summary form), marked as proprietary and delivered to the Receiving Party within a reasonable period not to exceed three (3) weeks after disclosure; however, during that three (3) week period such disclosures shall be provided the same protection as Confidential Information marked with a restrictive legend. Notwithstanding the foregoing, any information disclosed by the Disclosing Party to the Receiving Party that, based on the nature of the information and the totality of the circumstances surrounding its disclosure, should reasonably be understood to be confidential and proprietary by the Receiving Party, shall receive the same protection as if the same information was disclosed to the Receiving Party in writing and bearing a restrictive legend in the manner described in this Section 2, above. Any document or tangible material marked with a statement used in marking a technical document to denote the extent of its availability for distribution, release, and disclosure without the need for additional approvals and authorizations from a controlling government agency, shall be provided the same protection as Confidential Information marked with a restrictive legend.

 3. Mutual Nondisclosure Obligations. The Receiving Party shall:

 (a) Hold Confidential Information of the Disclosing Party in confidence from the date of receipt under this Agreement;

 (b) use such Confidential Information only for evaluation purposes in connection with discussions between the Parties regarding the possibility of forming a business relationship further described in Recital A to this Agreement, or strictly for the purpose of rendering performance in any ensuing business relationship that may result from such discussions;

 (c) make such Confidential Information available only to its employees, agents, or professional advisors, or employees of its subsidiaries or affiliates under common control, having a “need to know” in order to carry out their functions in connection with the Receiving Party’s evaluation of the possibility of future professional collaboration between the Parties; and

 (d) execute a non-disclosure agreement with any affiliate not under common control of the Receiving Party in order to protect any information of a Disclosing Party that may be disclosed to that affiliate pursuant to the provisions of this Agreement. Neither Party shall disclose to any third party any provisions of, or any facts set forth in, this Agreement, nor disclose information regarding any transactions of or between the Parties, without prior written consent of the other Party.

 3. Adequate Safeguards; Standard of Care. Each Party will take appropriate action to ensure that any Confidential Information disclosed pursuant to this Agreement is adequately safeguarded in accordance with the provisions hereof. The acceptable standard of care required of either Party receiving Confidential Information hereunder, to prevent disclosure thereof, will be the same standard as normally used by that Party in protecting its own Confidential Information against disclosure.

 4. Compelled Disclosure. Should the Receiving Party be faced with legal action or a requirement under government regulations to disclose Confidential Information received hereunder, the Receiving Party shall forthwith notify the Disclosing Party, and upon the request and at the expense of the latter, shall cooperate with the Disclosing Party in contesting such disclosure. Except in connection with failure to discharge responsibilities set forth in the preceding sentence, neither Party shall be liable in damages for any disclosures of information received hereunder pursuant to judicial action or government regulations or for inadvertent disclosure thereof where the customary degree of care has been exercised; provided, that upon discovery of such inadvertent disclosure, it shall have endeavored to correct the effects thereof and to prevent any further inadvertent disclosure. In no event shall either Party be liable for any indirect, special, incidental, or consequential damages.

 5. Return or Destruction Upon Request. All Confidential Information furnished hereunder shall remain the property of the Disclosing Party and shall be returned to the Disclosing Party or destroyed promptly at its request together with all copies made thereof by the Receiving Party. Upon request, the Receiving Party shall send the Disclosing Party a destruction certificate.

 6. Ownership of Confidential Information. Except as provided in paragraph 3 hereof, above, no license is granted to the Receiving Party, either express or implied, under any patent, copyright, trade secret, mask work protection right or other intellectual property right now or hereafter owned, obtained, or licensable by the Disclosing Party. All Confidential Information will remain the exclusive property of the Disclosing Party or its licensors. Nor shall disclosure of Confidential Information constitute any representation, warranty, assurance, guaranty, or inducement by the Disclosing Party to the Receiving Party with respect to infringement of patent or any other proprietary right of others. The Disclosing Party shall not be liable for damages arising from the Receiving Party’s use of or reliance on information disclosed hereunder.

 7. Equitable Relief. The Parties acknowledge that money damages would not be sufficient remedy for any breach of this Agreement by either Party and that the non-breaching Party shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed exclusive remedies for breach, but shall be in addition to all other remedies available at law or equity to the non-breaching Party.

 8. Term; Expiration. The term of this Agreement shall begin on the effective date written above, and shall expire on the fifth (5th) anniversary of that date. However, the expiration of this Agreement shall not relieve the Parties of their obligations hereunder regarding the protection and use of Confidential Information received under this Agreement, which shall survive the expiration or termination hereof.

 9. Warranty of Right to Make Disclosures. Each Party warrants that it has the right to make disclosures of Confidential Information under this Agreement; however, none of the Confidential Information disclosed by the Disclosing Party to the Receiving Party shall be construed as a warranty, assurance, guarantee, or inducement of any kind with respect to the Confidential Information disclosed.

 10. No Obligation to Form Business Relationship. Neither party has an obligation under this Agreement to lease, purchase, or license any service or product from the other Party, or to enter into any other business relationship. This Agreement is solely for the purpose of protecting the Confidential Information of the Parties, and each of them, and shall not be construed as a teaming agreement, joint venture, partnership, agency, or other contractual arrangement or as an obligation to enter into a contract, subcontract, or other business relationship.

 11. Export Administration. The party receiving Confidential Information hereunder shall adhere to U.S. Export Administration Laws and Regulations and shall not export or re-export any such Confidential Information, any technical data, items, or products arising from such Confidential Information received from the Disclosing Party or the direct product of such technical data, items or products arising from such Confidential Information to any country or person unless properly authorized by the U.S. Government. Prior to exporting any technical data, hardware, software, technology, or other information furnished hereunder, the Receiving Party shall obtain the advance written approval of the other Party.

 12. Governing Law; Venue. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of California. The Parties agree that all actions or proceedings arising out of or in connection with this Agreement shall be tried and litigated exclusively in the State and Federal courts of competent jurisdiction located in the County of San Francisco, State of California. The aforementioned choice of venue is intended by the Parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the Parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this Section 12. Each Party hereby waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section 12, and stipulates that the State and Federal courts of competent jurisdiction located in the County of San Francisco, State of California shall have *in personam* jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement.

 13. Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other; provided, however, that either Party may, without consent, assign this Agreement as a result of a merger or a sale of all or substantially all of the assets or stock of that Party or to a parent, subsidiary, or affiliate as part of any internal reorganization.

 14. Severability. Should any provision of this Agreement be determined to be unenforceable or prohibited by any applicable law, this Agreement shall be considered severable as to such provision which shall then be deemed inoperative and of no further force or effect, and the remaining provisions of this Agreement shall remain valid and binding.

 15. Restrictive Legends. The rights and obligations of the Parties under this Agreement shall take precedence over specific restrictive legends or statements associated with Confidential Information received hereunder.

 16. Entire Agreement. This Agreement comprises the entire agreement between the Parties relating to the exchange, disclosure, and protection of Confidential Information and supersedes any prior or contemporaneous written or oral agreements regarding those matters.

 17. Modification. This Agreement and may not be amended or modified except by subsequent agreement in writing and signed by duly authorized officers or representatives of the Parties.

 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Dated: \_\_\_\_\_\_\_\_\_\_\_ **Sample SYSTEMS CORP.**, a

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 By:

 Its: CEO

Dated: \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 By:

 Its: