

SPG INC. DEVELOPMENT AGREEMENT

Agreement dated _____, between Signal Processing Group Inc. (herein called the "Seller") and _____ (herein called the "Buyer").

In consideration of the mutual promises herein contained, Buyer and Seller agree as follows:

1.0 Scope of Services

During the term of this agreement, Seller shall furnish the services and items set forth in Exhibit A (Statement of Work), attached hereto and made part thereof. Such services shall be performed by the individuals as employees of the Seller, and independent contractors and not as employees of the Buyer.

2.0 Term of Agreement

The term of agreement shall commence on _____
And terminate on _____.

3.0 Billing and Payment

As compensation for the services to be performed by Seller hereunder, Buyer shall pay Seller at the rates set forth in Exhibit B, attached hereto and made part thereof.

Seller shall bill Buyer at intervals, or as otherwise specified in Exhibit B. Invoices shall be mailed or sent to:

4.0 Publicity

Seller shall not, without prior written consent of the Buyer, in any manner advertise or publish the fact that Buyer has entered into this agreement.

5.0 Assignment and subcontracting

Performance of this Agreement may not be subcontracted in whole nor assigned without, in each case the prior written consent of the Buyer.

6.0 Termination

This Agreement may be terminated by the Buyer or the Seller for reasonable cause, upon a 30 day written notice. In the event that the Agreement is terminated by the Buyer, all payments due to the Seller for work done to the date of termination will be paid. In the case the Seller terminates the Agreement, all work done to the date of termination shall be delivered to the Buyer. The terms of section 9.0 shall survive such termination.

7.0 Changes

Buyer, within the general scope of this agreement, may, at any time, by written notice to Seller, issue additional instructions, require additional services or direct the omission of service covered by this Agreement. In such an event, an equitable adjustment in price and/or time of performance may be made. However, any claim for such an adjustment must be submitted to the Buyer within (30) thirty days of the receipt of said changes or modifications.

8.0 Notices

Any notice or order provided for in this Agreement shall be considered as having been given (I) to Buyer if mailed by Certified Mail, postage prepaid to:

or (II) to Seller if mailed by Certified Mail postage prepaid to:

Signal Processing Group Inc., 3561 W. Golden Lane, Chandler, Arizona 85226

9.0 Confidentiality

Seller shall preserve as confidential, information pertaining to the Buyer's business and all technical and proprietary information obtained from the Buyer during the performance of this Agreement. Seller further agrees that any data and information generated or delivered in the performance of this Agreement and any data furnished by the Buyer shall be kept in confidence and not be disclosed to third parties without the prior written consent of the Buyer. This obligation shall survive the termination of this agreement. Seller shall deliver all data and information to the Buyer upon the Buyer's request and, in any event upon the completion of all work hereunder or the termination or expiration hereof, whichever shall first occur, and shall be fully responsible for the care and protection thereof until such delivery.

10.0 Disputes

Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by appropriate legal proceedings. This agreement shall be governed by and construed under the Laws of the State of Arizona.

11.0 US Export Laws and Regulations

Seller, for itself and any employees and agents who may be given access by Seller of technical information of Buyer, acknowledges its obligations to control access to such technical information, and to ensure that such access does not result in a violation of the US Export Control Laws and Regulations.

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

SIGNAL PROCESSING GROUP INC.

[Buyer]

By: Mohammad A Rehman
Founder and Chief Engineer

Date:

Title:

Date:

Note: Exhibits A and B are attachments which will be made for each individual project assigned to the Seller and will be covered by this general agreement.