



Confidentiality Agreement

I _____, hereinafter call the "Client", has disclosed or plans to disclose over the five (5) year contract period to Quality Compliance Laboratories (QCL), Inc., hereinafter called QCL, certain materials and information such as data documentation, samples, and research reports.

Accordingly, to protect the confidential and proprietary nature of such materials and information belonging to Client that is or may be presented to QCL, QCL agrees:

- A. To exercise in strict confidence and to refrain from using for its own benefit, except as may be authorized in writing by Client, any information or materials pertaining to projects conducted for Client, provided, however, that this obligation shall not apply to information that:
1. Was known to QCL, prior receipt thereof from or on behalf of Client; or
2. Is now or hereafter becomes publicly known without fault of QCL; or
3. Is disclosed to QCL by a third party not acting on behalf of or for benefit of Client.
B. To store safely all pertinent information and materials provided by Client. Any materials provided by Client, not consumed in testing, will be destroyed unless Client has requested their return by advance written request.
C. That no right or license under any patent or other intellectual property right now or hereafter, owned or rightfully acquired by Client shall inure to the benefit of QCL, its successors or assigns, as a result of information or materials provided to QCL by Client or developed by in connection with provided services for Client.
D. In the event of any inspection by the regulatory agency/ies, QCL will notify Client before surrendering any active or store information or materials.

In anticipation that this agreement will meet with your approval, it is forwarded in duplicate and is required only to be signed and dated by a duly authorized representative of Client.

After signature, please return a signed copy to the QCL.

Signature: _____ Date: _____

Title: _____

Signature: _____ Date: _____

Title: _____

Quality Compliance Laboratories (QCL), Inc.