

## Non-Disclosure and Confidentiality Agreement

1. Nondisclosure and Confidentiality Agreement: New Jersey Laboratories, Inc. (“NJ Labs”) is a provider of analytical testing services (“Services”); \_\_\_\_\_ (“Client”) wishes to utilize NJ Labs’ services. In the course of the testing process, NJ Labs will be provided with oral and written information (the “Information”) concerning the subject of the analysis NJ Labs will perform. Intending to be legally bound and in consideration of Client furnishing the Information to it, NJ Labs agrees that:
  - a. use the Information solely in the performance of the Services
  - b. keep the Information confidential at all times
  - c. not duplicate any of the Information without the Client’s written consent.
2. Use and Confidentiality of Information: NJ Labs acknowledges the competitive value of the Information, that the Information is important and confidential and materially affects the effective and successful conduct of the Client’s business and the goodwill related thereto, that any breach of the terms of this Agreement is a material breach hereof, that the Information is the property of Client, that the disclosure of the Information does not result in NJ Labs obtaining any property rights in the Information and that the decision of what information to disclose and the manner in which it is disclosed is solely at the Client’s discretion. NJ Labs will
  - a. use the Information solely in the performance of the Services
  - b. keep the Information confidential at all times
  - c. not duplicate any of the Information without the Client’s written consent.
3. Confidentiality Exclusions: The requirement of confidentiality set forth in this agreement does not apply to any Information which
  - a. at the time of disclosure is generally available to and known by the public (other than as a result of a disclosure made, directly or indirectly, by NJ Labs)
  - b. was made available to NJ Labs on a nonconfidential basis from a source other than Client, provided that the source is not and was not bound by a confidentiality agreement with the Client
  - c. was independently acquired or developed by NJ Labs without violating any of NJ Labs obligations under this Agreement
  - d. has become publicly available other than by NJ Labs’ breach of this Agreement, but the obligation of confidentiality shall cease only after the date on which such information has become publicly available.
4. Prohibited Disclosures: NJ Labs will not disclose to any person
  - a. the fact that NJ Labs is performing Services for Client,
  - b. the fact that NJ Labs has requested or received the Information,
  - c. any of the terms, conditions or other facts with respect to the performance of the Services
  - d. any of the details of Client’s Information.
5. Court Proceeding: If NJ Labs is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand or similar process) to disclose any of the Information, NJ Labs must provide the Client with prompt oral and written notice of the request or requirement so that the Client may either seek an appropriate protective order or waive NJ Labs’ compliance with the provisions of this Agreement.

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6. Amendments Waiver: No provision of this agreement may be waived or amended except by written consent of Client, which consent must specifically refer to the provision being waived.
  
7. Parties Benefited, Governing Law; Jurisdiction: This agreement is for the benefit of Client and will be governed by and construed in accordance with the laws of the State of New Jersey. Any party hereto shall institute any claim, counterclaim or other proceeding relating to this agreement, the Services to which it relates or any other dispute between the parties, under any written or oral agreement or any legal theory, solely in the Superior Court of New Jersey, Middlesex County, or the United States District Court for the District of New Jersey. Each part irrevocably consents to the exclusive jurisdiction of such courts, and agrees that such courts are the most convenient forum for all litigation of such matters. Each party further agrees that such service of process is in every respect effective and valid personal service of process upon it.
  
8. Parties Bound: Each party warrants that it is empowered to undertake the obligations of this Agreement.

### APPROVAL

CLIENT:	NEW JERSEY LABORATORIES
PRINT NAME:	PRINT NAME:
TITLE:	TITLE:
SIGNATURE:	SIGNATURE:
DATE:	DATE: