



American Research and Testing Inc.

14934 SOUTH FIGUEROA STREET
GARDENA CA 90248
(310) 538-9709 FAX (310) 538-9965
www.americanresearch.com

NON-DISCLOSURE/NON-COMPETITION AGREEMENT

CLIENT:	
LABORATORY:	American Research and Testing Inc., 14934 S. Figueroa St., Gardena CA 90248

The CLIENT wishes to utilize the testing, research, or consulting services of the LABORATORY regarding _____. Information transmitted between The CLIENT and the LABORATORY shall be confidential, in accordance with the following terms and conditions:

- 1) The LABORATORY will not disclose confidential information disclosed by the CLIENT to any third party without the prior written consent of the CLIENT, unless compelled to do so by court order, subpoena, or other judicial proceeding.
- 2) Confidential information does not include information which:
 - a) was in the public domain prior to disclosure to LABORATORY
 - b) was known by LABORATORY prior this project
 - c) was later disclosed to LABORATORY by a third party not in violation of any obligations of confidentiality from or through CLIENT
 - d) was later discovered by the LABORATORY during research or testing for a third party not in violation of any obligations of confidentiality from or through CLIENT
- 3) Any test results, formulations, or product generated by LABORATORY as a result of this agreement become the sole property of the CLIENT, and will not be disclosed to any third party without the written consent of the CLIENT, unless compelled to do so by court order, subpoena, or other judicial proceeding. For archival and quality assurance purposes, the LABORATORY will retain one copy of any report, experimental data, and transaction records. Upon request, all other confidential information will be returned to the CLIENT or destroyed.
- 4) The LABORATORY will not use the confidential information disclosed by the CLIENT or test results to compete with the CLIENT.
- 5) If any sample(s) is/are submitted, the LABORATORY agrees to not investigate the physical configuration or chemical composition of any sample(s) submitted by the CLIENT except to the extent necessary to perform the requested analysis. The LABORATORY will not attempt to reverse engineer the sample(s) unless requested to do so by the CLIENT.

LABORATORY: American Research and Testing Inc.	CLIENT:
By:	By:
Name: Barbara Belmont	Name:
Title: President	Title:
Date:	Date: