

## Confidentiality Statement

THIS CONFIDENTIALITY STATEMENT (the "Agreement") is made and entered into with each order placed at COLTS and data sent to the customer by COLTS, by and between COLTS and the customer ("Customer") whose name appears on the order form and the return data form.

WHEREAS, the customer has requested that COLTS provide to the Customer certain testing services, which will involve the evaluation of certain products, and that COLTS may have access to other proprietary, secret or confidential information which belongs to the Customer; and

WHEREAS, COLTS' employees will assist with such services, which will involve exposure to confidential information of Customer; and

WHEREAS, under an agreement with Customer, COLTS is or will be required to ensure that such information is not misused to the detriment of Customer by COLTS or any employee of COLTS;

NOW, THEREFORE, for good and valuable consideration received by each of the parties hereto and in consideration of the promises and covenants herein contained, COLTS agrees as follows:

1. Definition: "Confidential Information" means all information that is provided at any time by the Customer to COLTS or any of its employees and which is clearly marked as "Confidential".
2. Disclosure: COLTS and its employees shall not disclose Confidential Information to any other person, except those whose names appear on the order form or officers of the company Customer
3. Court Order: If a COLTS employee is required, pursuant to a valid order of a court or other governmental body, to disclose any Confidential Information or the fact that the Confidential information has been made available to COLTS or its employees, notice of such order shall be given to COLTS so that COLTS and the Customer may seek appropriate protection.
4. Ownership of Information: All Property Information, unless otherwise specified in writing, shall remain the property of the Customer and promptly upon termination of this Agreement shall be returned to the Customer (including all whole or partial copies thereof and written notes made regarding the Proprietary Information); provided in lieu of returning such information, COLTS may affirm in writing that it has destroyed all such information.

5. No Warranty: Each party agrees that it has endeavored to include in the Proprietary Information those materials that it believes to be reliable and relevant, but each party acknowledges that, except as otherwise agreed in writing, a party and its respective agents, affiliates, representatives, directors or employees make no express or implied representation or warranty as to the accuracy or completeness of the Proprietary Information and the parties agree that, except as otherwise agreed in writing pursuant to the terms of a definitive written agreement between parties, such persons shall have no liability resulting from any use of the Proprietary.

6. No License or Interest: No rights or obligations other than those expressly recited herein are to be implied. No license is hereby granted to the Receiving Party or otherwise implied, by estoppel or otherwise, with respect to any property or right of the Disclosing party, presently existing or acquired in the future, or for any use of or interest in the Proprietary Information except such use expressly contemplated by this agreement.

7. Exclusions: It is understood that the term "Proprietary Information" does not include Information which;

- a. is now or hereafter in the public domain through no fault of COLTS;
- b. prior to disclosure hereunder, is properly within the rightful possession of the COLTS;
- c. is lawfully received from a third party with no restriction or further disclosure; or
- d. is obligated to be produced under applicable law or order of a court of competent jurisdiction, unless made the subject of a confidentiality

This Agreement shall be governed by and construed in accordance with the laws of Florida. This Agreement constitutes this entire agreement between the Customer and COLTS as to the subject matter hereof, and supersedes any previous agreements or understanding relating to such subject matter. The parties have agreed to the financial terms of their relationship by separate agreement. This Agreement shall inure to the benefit of and shall be binding upon COLTS and its employees and their respective successors and permitted assigns. Amendments or changes

to this Agreement shall be made only in writing and duly executed by COLTS

IN WITNESS WHEREOF, COLTS has executed this Agreement by a duly authorized officer or representative as of the date and year first written on the other side of this page.

Executed hereto by COLTS, Inc.

A handwritten signature in cursive script, appearing to read "Kimberly J. Hutton", written over a horizontal line.

Kimberly J. Hutton  
President