

GT ENGINEERING* TERMS AND CONDITIONS
(*A dba of Veritox®, Inc.)

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1. CLIENT DEFINITION

CLIENT as used in this document includes and applies to all parties equally, whether they are individuals, corporations, partnerships, associations, government agencies, or other entities, whether acting alone or collectively as a group where the services of this Agreement are being provided to, or on behalf of, the group.

2. STANDARD OF CARE

Services performed by GT ENGINEERING will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other members of the science professions currently practicing under similar conditions subject to the time limits and financial and physical constraints applicable to the Services. No warranty, express or implied is made.

3. INVOICES AND PAYMENT TERMS

GT ENGINEERING will submit periodic invoices to CLIENT and a final bill upon completion of Services. Any invoice not paid within thirty (30) days shall be deemed past due and subject to a finance charge of two percent (2%) per month. The parties agree that this finance charge is a reasonable estimate of the damage GT ENGINEERING will incur if amounts are not paid in a timely fashion. In addition, said interest penalties shall be compounded monthly. If payment remains past due forty-five (45) days from the date of the invoice, then GT ENGINEERING shall have the right to suspend all work under this Agreement, without prejudice, and all reasonable demobilization and other suspension costs will be paid by CLIENT. CLIENT agrees to pay attorneys' fees, legal costs and all other collection costs incurred by GT ENGINEERING in pursuit of past due payments.

4. DATA AND INFORMATION

GT ENGINEERING shall be entitled to rely upon the information provided by CLIENT or others in performing the Services and, GT ENGINEERING assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against GT ENGINEERING, and agrees to defend, indemnify and hold GT ENGINEERING harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in the information provided to GT ENGINEERING. GT ENGINEERING is responsible only for the accuracy of the data, interpretations and recommendations it generates. GT ENGINEERING is not responsible for any interpretations or recommendations made by others based, in whole or in part, on GT ENGINEERING's data, interpretations or recommendations.

5. OWNERSHIP OF INSTRUMENTS OF SERVICE

The Service provided by GT ENGINEERING is intended for one-time use only. All documents prepared by GT ENGINEERING are considered its professional work product and shall remain the property of GT ENGINEERING. Copies of such shall be provided to CLIENT upon written request for a period of thirty (30) days following completion of the project.

CLIENT understands that the professional work product is not intended or represented by GT ENGINEERING to be suitable for reuse by CLIENT, or any third parties, on any specific project not covered by this Agreement without GT ENGINEERING's prior written permission. GT ENGINEERING shall be entitled to remuneration by CLIENT for any reuse of the professional work product. CLIENT agrees that any reuse unauthorized by GT ENGINEERING will be at CLIENT's sole risk and that CLIENT will indemnify and hold GT ENGINEERING harmless from any loss or liability from the reuse, or misuse or negligent use of the professional work product.

6. LIMITATION OF LIABILITY

CLIENT agrees to limit the liability of GT ENGINEERING to CLIENT which arises directly or indirectly from GT ENGINEERING's acts, errors or omissions, such that the total aggregate liability of GT ENGINEERING shall not exceed \$5,000 or GT ENGINEERING's total fee for the Services rendered under this Agreement, whichever is greater.

Neither party shall be responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, or other special, indirect, consequential or punitive damages.

7. TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice, such period shall not be less than seven (7) calendar days. In the event of termination, GT ENGINEERING shall be paid for services performed to the termination notice date, reasonable termination expenses, and a portion of its anticipated profits not less than the percentage of the contract services performed as of the termination notice date. GT ENGINEERING may complete such analyses and records as are necessary to complete their files and may also complete a report on the Services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of GT ENGINEERING in completing such analyses, records and reports.

8. DISPUTES

In the event suit is filed to enforce the terms of this Agreement, jurisdiction and venue shall be with the King County Superior Court, Seattle location. In addition, the substantially prevailing party shall be entitled to reasonable costs and attorney's fees, as set by the Court.

9. CLIENT LITIGATION

If GT ENGINEERING is requested to produce documents, witnesses or general assistance pursuant to a litigation, arbitration or mediation in support of CLIENT, to which GT ENGINEERING is not an adverse party, CLIENT shall reimburse GT ENGINEERING for all direct expenses and time in accordance with GT ENGINEERING's current rate schedule.

10. CONFIDENTIALITY

GT ENGINEERING shall use reasonable efforts to keep confidential all data and information which is marked confidential and furnished to GT ENGINEERING by CLIENT under this Agreement. GT ENGINEERING's confidentiality obligations shall not apply if such data or information is within the public domain, previously known to GT ENGINEERING, obtained from third parties without violating any confidentiality agreement, required to be produced by GT ENGINEERING pursuant to any law, subpoena, or court order or required by GT ENGINEERING in the defense of any claim. GT ENGINEERING may use and publish the CLIENT's name and give a general description of the Services rendered by GT ENGINEERING for the purpose of informing other clients and potential clients of GT ENGINEERING's experience and qualifications.

11. PATENT/COPYRIGHT

All rights to patents, trademarks, copyrights, and trade secrets owned by GT ENGINEERING remain the property of GT ENGINEERING. GT ENGINEERING does not grant CLIENT any right or license to such intellectual property. GT ENGINEERING shall also use reasonable efforts to inform the CLIENT of any patent infringement that may be reasonably expected to result from the Services. However, reasonable efforts of GT ENGINEERING shall not include a duty to conduct or prepare a patent or copyright search and/or opinion.

12. MISCELLANEOUS

- a) This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties. No modification or other change in this Agreement shall have effect unless specifically set forth in writing signed by the party to be bound thereby. Titles in this Agreement are for convenience only.
- b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that it may not be assigned by either party without consent of the other. It is expressly intended and agreed that no third party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.
- c) This Agreement shall be interpreted in accordance with the laws of the State of Washington.