

CONFIDENTIAL DISCLOSURE AGREEMENT

This confidential disclosure agreement ("Agreement") is effective as of the date of the last signature of the parties. ("Effective Date"), between Life Technologies Corporation, a part of Thermo Fisher Scientific Inc., with its principal address at 5781 Van Allen Way, Carlsbad, California, 92008 ("Thermo Fisher") and United States Environmental Protection Agency, Research Triangle Park, North Carolina, 27711 ("Receiving Party") (hereinafter, each a "Party" and collectively "Parties").

The Parties are entering into this Agreement to protect the confidentiality of information to be disclosed in support of an existing or planned business relationship. In consideration of the benefits resulting from such disclosures, the Parties, intending to be legally bound, agree as follows:

1. Party Contacts. The Parties' contacts for purposes of this Agreement are:

For Thermo Fisher: Robert Horton, Cynthia
Wadsworth or designee
Tel: 608-819-1445
eMail: robert.horton@thermofisher.com

For Receiving Party: Sandra Roberts or designee
Tel: 919-541-3850
eMail: Roberts.Sandra@epa.gov

2. Confidential Information. As used in this Agreement, "Confidential Information" means any and all nonpublic information relating to Thermo Fisher or disclosed by Thermo Fisher to Receiving Party that is: disclosed orally, visually or in writing and is clearly marked or identified as proprietary or confidential at the time of disclosure; or acquired while accessing a Thermo Fisher site or facility and identified in writing by Thermo Fisher as confidential information within thirty (30) days of the disclosure.. Confidential Information includes, without limitation, all information relating to existing and potential customers, suppliers, markets, contracts, prices, products, personnel, strategies, policies, systems, procedures, technologies, know-how, data, processes, inventions, research, developments, formulations, applications, methods of manufacture and any other proprietary information of Thermo Fisher or any of its affiliates. In particular, but without limitation, Confidential Information under this Agreement includes the following information:

- a. ER Red Screening Buffer (Part Number: P3031).

3. Term; Survival. Unless earlier terminated by written notice of a Party to the other Party, this Agreement protects Confidential Information disclosed during the period commencing on the Effective Date and expiring one (1) year thereafter. Notwithstanding, the burdens of non-use and confidentiality will survive termination or expiration of this Agreement.

4. Purpose; Authorized Representatives. Receiving Party shall use the Confidential Information solely for the development or furtherance of a business relationship between the Parties ("Purpose"). Receiving Party shall only disclose the Confidential Information on a need-to-know basis to its directors, officers, employees, affiliates, advisory board members, consultants, financial advisors, counsel, accountants, agents, and subcontractors (collectively, "Authorized Representatives") in furtherance of the Purpose. All such Authorized Representatives shall be informed of the confidentiality obligations imposed by this Agreement and be bound by written or professional obligations at least as restrictive as those specified in this Agreement. Receiving Party shall protect the Confidential Information by using the same degree of care as Receiving Party uses to protect its own confidential information, but in any event no less than a reasonable degree of care. Receiving Party is responsible and liable for any breach of this Agreement by any of its Authorized Representatives.

5. Exclusions. Notwithstanding any other provision of this Agreement, Confidential Information does not include any item of information that: (a) was in the public domain as of the Effective Date or

which thereafter becomes part of the public domain through no act or failure to act on the part of Receiving Party in violation of this Agreement; (b) was known or possessed by Receiving Party at the time of disclosure by Thermo Fisher, as evidenced by Receiving Party's records, however maintained; (c) is furnished to Receiving Party by a third party, which did not acquire the information directly or indirectly from Thermo Fisher under an obligation of confidentiality; and/or (d) is independently developed by Receiving Party without use of or assistance from the Confidential Information, as evidenced by Receiving Party's pre-existing records.

6. Return/Destruction. Upon written request, Receiving Party shall return or destroy all Confidential Information as directed by Thermo Fisher, except that Receiving Party may retain in its confidential files one copy of written Confidential Information for archival purposes, or for any other purpose if expressly agreed to by Thermo Fisher in writing, subject to the provisions of this Agreement. Receiving Party shall not be required to delete any copies of Confidential Information remaining on its computer back-up devices.

7. Compulsory Disclosures. If Receiving Party becomes legally required to disclose any Confidential Information, Receiving Party shall, to the extent legally permissible, provide Thermo Fisher with prompt notice so that a protective order or other appropriate remedy may be sought. If such protective order or other remedy is not obtained, Receiving Party shall furnish only that portion of the Confidential Information that is legally required to be furnished in the opinion of Receiving Party's counsel, and confidential treatment shall be requested. Compulsory disclosures made pursuant to this Section will not alter the confidential designation of the Confidential Information, and Receiving Party's obligations of confidentiality shall continue with respect to non-compelled disclosures.

8. Affiliates; Modification; Assignment. For the purposes of this Agreement, Thermo Fisher includes Life Technologies Corporation and its subsidiaries and other entities under the direct or indirect control of Life Technologies Corporation and Receiving Party includes United States Environmental Protection Agency and its affiliates, subsidiaries and associated companies. This Agreement may not be superseded or modified except by written agreement of the Parties. This Agreement may not be assigned or transferred without each Party's prior written consent, which consent shall not be unreasonably withheld; *provided, however*, that the Parties may assign this Agreement to any person or entity acquiring all or substantially all of a Party's business or assets (or of the business division or product line to which the Confidential Information primarily relates). Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of, and be enforceable by, each Party and its successors and assigns. Notwithstanding anything to the contrary, each Party has the right to disclose the terms and conditions of this Agreement to the extent necessary to establish rights or enforce obligations under this Agreement.

9. Limited Warranty. Thermo Fisher warrants that it has the right to make the disclosures it makes under this Agreement. Except for the foregoing, Thermo Fisher makes no other representations or warranties with respect to the information disclosed hereunder. All information is furnished "as is," except to the extent expressly agreed to in writing in a separate document.

10. No Further Obligations. The Parties do not intend that any agency or partnership relationship be created by this Agreement. No Party has any obligation to purchase any service or item from the other Party, or to offer for sale any services or products using or incorporating Confidential Information. Nothing in this Agreement obligates a Party to enter into any further agreement or arrangements, or to furnish any Confidential Information or any other information or materials.

11. No Intellectual Property Rights. Confidential Information includes information that qualifies for protection under any law providing or creating intellectual property rights, including but not limited to the Uniform Trade Secrets Act or other comparable laws. Any disclosure under this Agreement is non-public,