

Confidentiality and Terms of Service Agreement

This Confidentiality Agreement (this "**Agreement**") is made effective this ___ day of ___, 200_, between VCA Cenvet, Inc., doing business as ANTECH Diagnostics, a California corporation ("**ANTECH Diagnostics**"), and _____ ("**Client**").

1. For purposes of this Agreement, the term "**Confidential Information**" includes, without limitation, (i) information, materials, data, protocols, reports, samples, chemical formulas, business plans or other information not known to the public which are disclosed by Client to ANTECH Diagnostics; (ii) Standard Operating Procedures (SOP), reports, pricing information, customer contacts, emails, letters, records, personnel information and inspection information which are disclosed by ANTECH Diagnostics; (iii) any information proprietary to either party. Confidential Information will not be deemed to include information that (i) is or becomes available in the public domain, other than as a result of an unauthorized disclosure by the receiving party, or (ii) is not acquired from the disclosing party or any other person known by the receiving party to be subject to a confidentiality agreement with the disclosing party.

2. As a condition to the disclosure of any Confidential Information, the receiving party agrees (i) to keep the Confidential Information confidential, (ii) to utilize the Confidential Information solely for the purpose of conducting business between the parties, and (iii) not to disclose any Confidential Information to any persons other than the receiving party's officers, directors, employees, agents, affiliates and advisors (collectively "**Representatives**") who are directly working on or who are consulted in connection with this matter. Disclosure of Confidential Information by the receiving party will not be deemed to be a breach of this Agreement if such disclosure is made with the consent of the disclosing party or pursuant to a subpoena or order issued by a court of competent jurisdiction or by a judicial or administrative or legislative body or committee; provided that, upon receipt by the receiving party of any subpoena or order covering Confidential Information, the receiving party will promptly notify the disclosing party of such subpoena or order. The receiving party shall be liable for breaches of this letter agreement by its Representatives.

3. Client agrees not to use the name ANTECH Diagnostics in any circumstances that would cause harm to ANTECH Diagnostics' reputation or business practices. Publication of any methodology or the name ANTECH Diagnostics in a professional journal must be agreed upon in writing.

4. ANTECH Diagnostics accepts responsibility for the sample integrity only after receipt of the sample at the ANTECH Diagnostics facility. ANTECH Diagnostics is not responsible for loss or damage in transit to the facility or improper sample collection or shipment. ANTECH Diagnostics solely warrants the accuracy of results for samples sent to its facility as scheduled. ANTECH Diagnostics accepts no responsibility, either expressed or implied, for liability of indirect loss or damage, other than the liability of the cost of the test performed by ANTECH Diagnostics. This liability will not exceed the amount paid by the client to ANTECH Diagnostics for the analysis of the sample.

5. All interpretive reports regarding safety assessments are based on the scientific knowledge and good faith effort of ANTECH Diagnostics personnel and are provided as a service. Such reports are based on clinical pathology information and do not reflect all information regarding the subject matter of such report. All determinations regarding the safety of any drug are the responsibility of the client and should be made based on all data available to the client. Notwithstanding anything to the contrary contained herein, no report or other service provided hereunder shall be interpreted to indicate that a joint venture between the parties exists.

6. Clinical pathology samples submitted to ANTECH Diagnostics are considered to be unstable. Samples may be kept from between seven (7) and thirty (30) days, depending on the sample type. Samples may be returned at an additional cost or destroyed after this defined storage time. Original data may be copied and returned to the client. The copy will be retained for five (5) years.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without application of the conflict of laws principles thereof. This Agreement shall be binding jointly and severally on each of the parties, their heirs, successors, or assigns. In the event litigation arises out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and costs. This Agreement may only be amended by a written instrument signed by all of the parties hereto. This Agreement may be signed in counterpart and by facsimile signature, which in either case shall be fully effective and binding.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first set forth above.

VCA Cenvet, Inc.

By: Douglas A. Neptun

Its: Laboratory Director

By: _____

Its: _____