	<p align="center">Minerals Services Geochem Global</p>	<p>Revision 0.2 Doc Type Policy No. / code 2007-2 Service Testing</p>
<p>Minerals Services</p>	<p align="center">External 2nd Party Audit Confidentiality Agreement</p>	<p>Approval Date 22/Jul/2009 Review Date 22/Jul/2010 Approved by R. Calow</p>

AUDITOR CONFIDENTIALITY AGREEMENT

Dated ____ / ____ / ____

Between [**SGS Name address and company number of local relevant SGS entity**] ("**SGS**"),
and

Name _____

Address _____

("Auditor")

1. All information provided by SGS or its affiliates ("**Provider**") or accessed by the Auditor during his inspection of SGS facilities and premises at [*Insert location of premises*] _____ or communicated in any other way by SGS to the Auditor is confidential to the Provider and SGS, may only be used in accordance with this agreement and may not be disclosed by the Auditor to any person, except:

(a). To the Auditor's following client:


[*Insert Auditor Client Details*] _____ ("**Client**"),

provided the information is used only for the preparation of an independent confidential audit report (the "Report") to be disclosed exclusively to the Client. Auditor shall not be liable to SGS if any Reports delivered to by Auditor to a Client are disclosed by Client to third parties.


(b). To the Provider's employees, auditors and other consultants or its related bodies corporate on a confidential basis requiring the information for the purposes of this agreement; or

(c). With the written consent of the Provider; or

(d). If the information is, at the date this Agreement, lawfully in the possession of the Auditor through sources other than Provider; or

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- (e) If required by law or a stock exchange; or
 - (f) If strictly and necessarily required in connection with legal proceedings relating to this agreement; or
 - (g) If the information is generally publicly available other than as a result of breach of confidence by the Auditor.
2. The obligations contained in this agreement remain in force for **2 years** from the date of this Agreement.
 3. This Agreement will be governed by and interpreted in accordance with, the substantive laws of *[Insert Country, state where Auditor OR SGS entity based]*¹, exclusive of any rules with respect to conflicts of laws and the Parties submit to the exclusive jurisdiction of the courts of *[Insert Country, state where Auditor OR SGS entity based]* for any dispute in relation with this Agreement.
 4. The information to be kept confidential and to be used only for the purposes set forth herein shall include Client's and SGS' confidential and/or trade secret information which are defined to include: any and all technical and non-technical information, including test data, testing results, procedures, processes, apparatus, equipment, software programs, documentation, formulae, research and development, experimental work, financial information, customer or Client lists, names and/or any other customer or Client information, lab layouts, and/or names of lab personnel.

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5. Required Signatures

SIGNED by or on behalf of **the Auditor**

in the presence of:

Signature

Signature of witness

Name

Name

Title

Title

SIGNED for and on behalf of: _____

SGS [insert name of local entity]: _____

by its authorised representative: _____

in the presence of: _____

Signature of authorised person

Signature of witness/authorised person

Name

Name

Title

Title