



**ISO 8317:2015
CHILD-RESISTANT PACKAGING
Test Report for
THE SMALL SURELOCK**

March 8, 2020

**CONDUCTED FOR
Stephen Gould Corporation**



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4340 Harlan Street, Unit C, Wheat Ridge, CO 80033
www.TreadGlobal.com Phone 303.993.8943

March 8, 2020

Michael Dowd, Account Executive
Stephen Gould Corporation
30 Commerce Way
Tewksbury, MA 01876

Dear Mr. Dowd:

Attached is our report of the Child-Resistant Packaging testing that has been completed for your product, the Small Surelock. Your product has been evaluated using the International Organization of Standardization's (ISO) protocols. The test results indicate that the Small Surelock fulfills the requirements for Child-Resistant Packaging that have been set forth in ISO 8317:2015.

All senior adults were successful in opening the Small Surelock during testing, a 100% effectiveness rate. Five children were able to open the package, a child-resistant effectiveness of 90%.

I look forward to reviewing your report results with you at your convenience.

Sincerely,

Jeremiah Buck
Director of Product Development
Tread Global, Inc.

Participating Member ASTM, #1747717
Member of Child-Resistant Packaging Sub-Committee



TREAD GLOBAL, INC.
CHILD RESISTANT PACKAGING TEST REPORT FOR
THE SMALL SURELOCK
March 8, 2020

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REPORT SYNOPSIS

March 8, 2020

Report issued to: Michael Dowd, Account Executive
Stephen Gould Corporation
30 Commerce Way
Tewksbury, MA 01876

Product tested: Small Surelock

Manufacturer: Polyfoam Corporation

Testing dates: Testing began March 4, 2020
Testing ended March 31, 2020

Objective

Stephen Gould Corporation submitted the Small Surelock for analysis to determine if the container is in compliance with ISO 8317:2015 for child-resistant packaging and adult suitability as required by the protocol from the International Organization of Standardization (ISO) 8317:2015. (see Addendum)

Procedures

The protocols for the evaluation of packaging for poison prevention were adhered to for this study, unless otherwise documented. Test Administrators asked all senior adult participants to open and reclose the container properly. Each child was asked to open a container.

Participants

In the course of this study, 50 children (42 to 51 months of age) and 100 senior adults (50 to 70 years old, 70% female) were employed.

Results

Results of this study indicate the Small Surelock fulfills the standards for Child-Resistant Packaging as required by ISO 8317:2015.

From ISO 8317:2015(E)

A significant number of suspected cases of ingestion by children of products used about the home are reported to the medical profession each year. Most are not serious and those that are associated with more serious side effects involve products known to be hazardous, e.g. certain medicinal products, liquid fuels and solvents, strongly acid or alkaline preparations and some garden products. Most commonly used household detergents, cleaning agents, and maintenance and care products are not known to have caused injury. However, whether ingestion (actual or suspected) causes injuries or not, such incidents can have traumatic effects on both the child and the parents.

The use of potentially hazardous agents in certain products is necessary to achieve effectiveness; consequently steps have to be taken to limit the occurrence of accidents. One approach has been to try to increase general awareness of hazards associated with various products. Nevertheless, proper labelling and information by the manufacturer is important for the safe use of products in the home.

Another approach has been the use of child-resistant packaging to put a physical barrier between the child and the hazardous product. Such packaging should only be used for products as mentioned above since, if used in other circumstances, it could lead to confusion among consumers. However, it should be recognized that it is unrealistic to expect that any functional packaging can be totally impossible for a child of 42 to 51 months inclusive to open and that child-resistant packaging cannot be a substitute for other safety precautions. The packaging functions as a last defense if other barriers separating children and hazardous products have failed. Hence, the overall responsibility rests with the parents or other responsible adults.

In addition to child resistant reclosable packages meeting the requirements of this International Standard, attention is drawn to the need for the relevant parties in the supply chain to ensure that

- a) appropriate quality systems are in place to ensure that the Child-Resistant Packaging are correctly manufactured and remain in compliance with this International Standard,
- b) the life expectancy of the Child-Resistant Packaging exceeds the maximum expected number of openings and correct closings which are likely to occur in practice, without resulting in unacceptable impairment of the child resistant property or function, and
- c) the package meets the requirements of packaging, such as being appropriate for, and compatible with, the contents, providing mechanical protection and functioning properly for the life of the package in the intended geographical regions and climatic conditions.

NOTE Certain products can affect the physical or mechanical properties of a packaging system which can lead to a loss of the child resistant function over time. In such a case, the packaging might not remain in compliance with this International Standard. Compatibility between the packaging and the contents needs to be assessed using appropriate methodology.

INTRODUCTION

March 8, 2020

Continued

Tread Global, Inc. is recognized in the field of consumer product testing and development, and has been employed by Stephen Gould Corporation to ascertain if their product, the Small Surelock, fulfills the International Organization of Standardization's requirements for Child-Resistant Packaging as set forth in the ISO 8317:2015.

Tread Global, Inc. provides various testing services for a wide range of consumer products. Affordable Testing Solutions Limited, administrators of this test, has years of extensive experience performing tests for consumer product safety, and specializes in child related safety testing as required in CFR Title 16, Part 1700 and ISO 8317:2015. Testing was performed according to CPSC CFR Title 16, Part 1700.20 and ISO 8317:2015 protocols, unless otherwise documented.

Tread Global, Inc. utilizes standard operating procedures along with quality assurance programs consistent with the protocols acknowledged and supported by the International Organization of Standardization for child-resistant packaging.

According to ISO, "child-resistant packaging" is defined as "packaging consisting of a container and appropriate closure which is difficult for young children under the age of 52 months to open, but is not difficult for adults to use properly."

In the course of this evaluation, the packaging was tested with participants consisting of 100 senior adults (50 to 70 year-olds, 70% female) and 50 children (42 to 51 months of age, evenly distributed by gender). The data derived from the study was compiled and reviewed to determine whether the packaging met the cited standards for child-resistant packaging presented herein. (See Tables 1 and 2)

The Package

The package submitted for testing was the Small Surelock, a round box with a locking top, having dimensions of 2.61" in diameter x 1.24" in height. The top is released by squeezing the sides at the raised points, allowing the tabs on the lid to slide across the ridge on the base. Instructions on the raised points read "PUSH". The container is constructed of polypropylene (PP). Only white containers were field tested. Other colors are available, but have not been tested for child-resistance or senior adult usage. This configuration is referred to in this report as the "Small Surelock", "the package" or "the container".

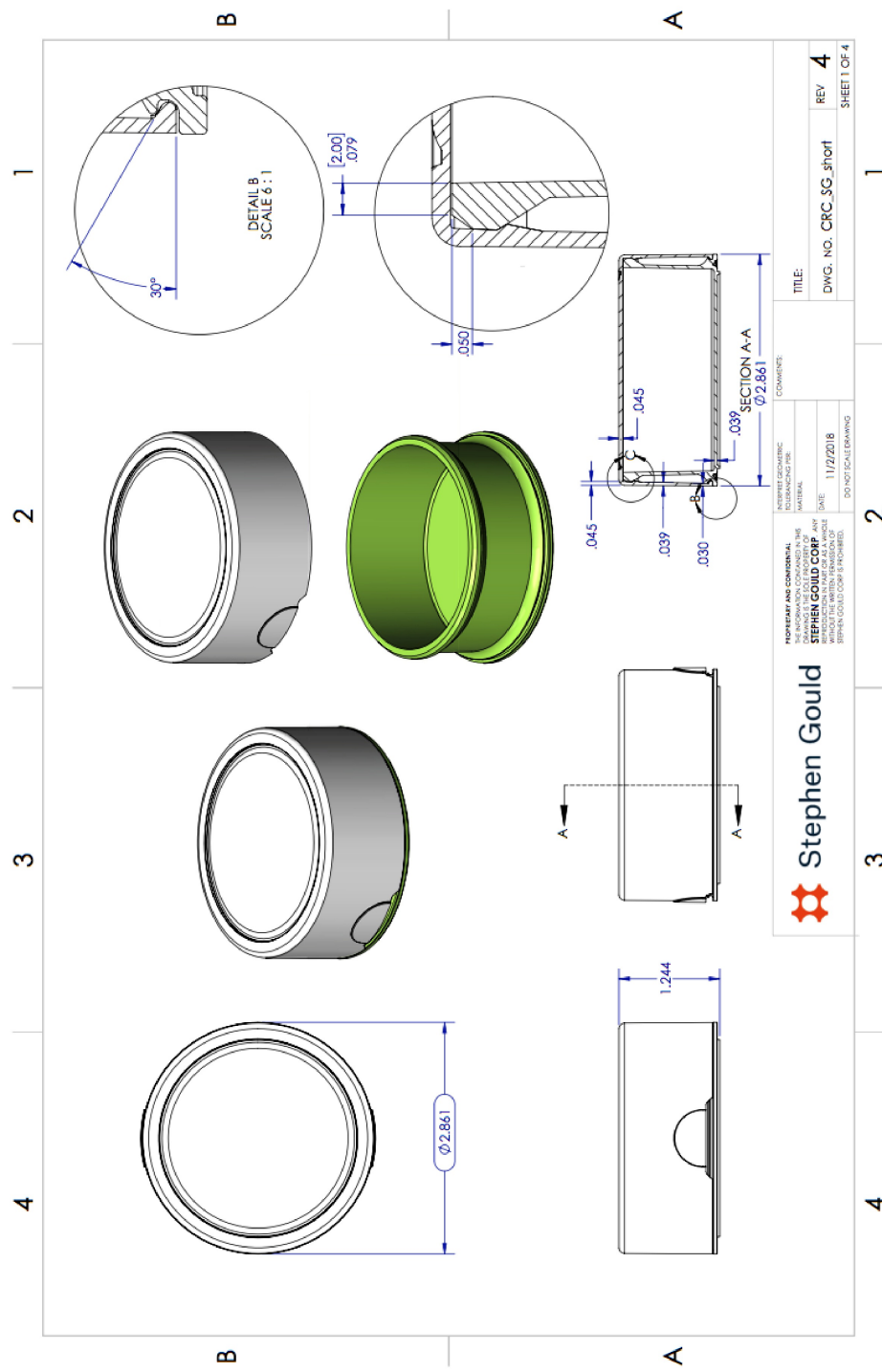
The Small Surelock is intended to contain various cannabis products.

For purposes of this test, each participant was given an empty package. Test Administrators asked all senior adult participants to open and reclose the package properly; the children were asked to open the package.



TREAD GLOBAL, INC.
TEST PARAMETERS
 March 8, 2020

The Package, Continued



Participants

In the senior adult's testing phase, 100 senior adults were employed with ages ranging from 50 to 70 years of age, divided into three age groups (50-54, 55-59, and 60-70 years of age, 70% female).

In the children's testing phase of this study, 50 children were employed between the ages of 42 and 51 months and were divided into three age groups (42-44, 45-48, and 49-51 months, evenly distributed by gender).

Test Administrators

Test Administrators were instructed to conduct the evaluation of the packaging in accordance with the standards and protocols required by ISO 8317:2015, unless otherwise documented. Test Administrators asked all senior adult participants to open and reclose the container properly. Each child was asked to open a container.

Materials

The Small Surelock is manufactured by Polyfoam Corporation for Stephen Gould Corporation.

The container is constructed of polypropylene (PP).

TREAD GLOBAL, INC.
RESULTS AND DISCUSSION
March 8, 2020

Individual test results of this study appear in the Addendums section of this report. The Summary Tables presented in the Data Evaluation section represent a compilation of data obtained during the study. For clarity in presentation and discussion of this information, the following features will be used as the major points of discussion:

- * Child-Resistant Packaging and Adult Suitability
- * ISO Code Requirements

Child-Resistant Packaging and Adult Suitability

Summary test results of the children's testing appear in Table 1 of this report. This Table demonstrates that one child was able to open the container during the first five minute testing period, a 2% failure rate and a child-resistant effectiveness of 98%. There were four additional openings during the second five minute testing period, giving a 10% failure rate and a child-resistant effectiveness of 90% for the entire testing period. These results meet ISO 8317:2015 minimum requirements.

Summary test results of the senior adult's testing appear in Table 2 of this report. This Table shows all senior adult participants were successful in opening the Small Surelock during the time frame allotted. Adult suitability was calculated at 100%, exceeding ISO 8317:2015 minimum requirements.

ISO Code Requirements

The results of the testing of the Small Surelock indicate the container fulfills the requirements of ISO 8317:2015 for child-resistant packaging and adult suitability.

TREAD GLOBAL, INC.
DATA EVALUATION
March 8, 2020

Test Results and Evaluation

Table 1

**Summary of Test Results for the Small Surelock
As Evaluated by Children 42 to 51 Months of Age
For Child-Resistant Effectiveness**

				Successful Package Openings				
				First Test Period		Second Test Period		
Age in Months	Males	Females	Total	Males	Females	Males	Females	Total
42-44	7	8	15	0	0	0	0	0
45-48	10	10	20	0	0	1	1	2
49-51	8	7	15	1	0	2	0	3
Total	25	25	50	1	0	3	1	5

Per testing protocol, children are allowed up to five minutes to open the package in each of two testing periods. A test is considered failed when any child opens the special packaging or gains access to its contents within the time allotted.

Individual test results can be found in the Addendums of this report. Times for failed tests are listed in seconds.

TREAD GLOBAL, INC.
DATA EVALUATION
March 8, 2020

Test Results and Evaluation, continued

Children's Data, 42-51 Months, Small Surelock, continued



TREAD GLOBAL, INC.
DATA EVALUATION
 March 8, 2020

Test Results and Evaluation, continued

Table 2

**Summary of Test Results for Small Surelock
 As Evaluated by Senior Adults Age 50-70 Years
 For Senior Adult Use Effectiveness**

Age and Gender	Participants Tested	Successful Package Openings		Total Failures
		First Opening	Second Opening	
50-54 years old:				
Females	18	18	1	0
Males	7	7	0	0
Subtotal	25	25	1	0
55-59 years old:				
Females	17	17	1	0
Males	8	8	0	0
Subtotal	25	25	1	0
60-70 years old:				
Females	35	35	4	0
Males	15	15	1	0
Subtotal	50	50	5	0
Total	100	100	7	0

Per testing protocol, in order to pass the first testing period, participants are allowed up to five minutes to open and reclose the package. In order to pass the second testing period, participants are allowed one minute to open and reclose the package. Participants who opened and reclosed the package in under one minute in the first testing period were not tested a second time. A senior adult test is considered failed when any adult is unable to open and reclose the package within five minutes during the first test period, or is unable to open and reclose the package within one minute during the second test period.

Individual test results can be found in the Addendums of this report. Senior adults were asked to rate the degree of difficulty of opening the package using the terms “Easy, Medium, or Hard”. Times are recorded in seconds.

TREAD GLOBAL, INC.
DATA EVALUATION
March 8, 2020

Test Results and Evaluation, continued

Senior Adult Data, 50-70 Years, Small Surelock, continued



CONCLUSION

March 8, 2020

Children

The children in this study attempted to open the package by pulling and twisting the top and picking at the seams of the container. Five children were successful in opening the package. It appears the skills needed to open the package exceed the cognitive abilities, strength, and motor development of most children in this age group.

Senior Adults

The senior adult participants in this study had no difficulty in opening this package. All participants were successful in opening the packaging during the time frame allotted. In rating the difficulty of opening the package, 98% of the participants reported that it was easy to open.

Conclusion

This test considered both Consumer Product Safety Commission's (CPSC) Code of Federal Regulations (CFR) Title 16, Part 1700.20 and the International Organization of Standardization's requirements in ISO 8317:2015. The sequential method of testing the children per ISO protocol was followed and then extended to the full panel of 50 children per CPSC protocol. The results of this study indicate the Small Surelock fulfills the requirements for child-resistant effectiveness and senior adult use effectiveness as required by CPSC CFR Title 16, Part 1700.20 for Poison Preventive Packaging, as well as exceeding the requirements for child-resistant packaging and adult suitability set forth by the International Organization of Standardization in ISO 8317:2015.

TREAD GLOBAL, INC.
LIMITING CONDITIONS
March 8, 2020

Scope of Work

The scope of work for this analysis exceeded the International Organization of Standardization's 8317:2015 Standards for the Sequential Method for child-resistant packaging and adult suitability, while also considering the Consumer Product Safety Commission's (CPSC) standards for Poison Prevention Packaging as set forth in CFR Title 16, Part 1700.20.

Durability testing was performed by properly opening and closing a package 20 times. Administrators found that this resulted in no noticeable adverse affect to the closure mechanism, thereby continuing to provide a secure closure.

This study did not further analyze material differences, long or short term deterioration to any part or aspect of the container, any scientific evaluation of the compatibility of the packaging and it's contents, or any technical evaluation of physical wear, stress factors, or required activation force, actual or hypothetical, unless otherwise documented.

Intended Use of Report

The intended use of this report is for the client, Stephen Gould Corporation, to evaluate their product, the Small Surelock, subject to ISO 8317:2015.

Intended User

The intended user of this report is Stephen Gould Corporation for the purpose of certification of their product, the Small Surelock, for compliance as child-resistant packaging as prescribed by the International Organization of Standardization in ISO 8317:2015. Consent must be obtained from Tread Global, Inc. before this report may be disclosed or distributed to any other party including, but not limited to, the public through advertising, public relations, news, sales, or other media.

Terms and Conditions of Service

Our 'Terms and Conditions of Service' document is found in the Addendums of this report as well as at our website www.TreadGlobal.com. By accepting this report we shall be entitled to assume you have agreed to the terms and conditions herein. If you do not agree to our Terms and Conditions of Service, you must contact us in writing within seven days, outlining the areas you do not accept. If we do not hear from you, you will be deemed to have accepted our Terms and Conditions of Service and these terms shall apply to all future services. No one is authorised to alter these Terms and Conditions of Service other than Tread Global, Inc. in writing.

TREAD GLOBAL, INC.
LIMITING CONDITIONS
March 8, 2020

Continued

Tread Global, Inc., its Test Administrators, advisors, industry professionals, supervisors or any others representatives employed or consulted will not be responsible for matters of a legal nature that affect the product, except for information that he or she became aware of during the research involved in performing this test summary. Tread Global, Inc. and its representatives will not give testimony or appear in court because he or she conducted a test on the product in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

The industry professionals do not, nor will not approve, certify or endorse any specific child-resistant package. It is assumed that adults have access to and use of various tools to open packages. It is also assumed that all such tools are kept out of the reach of children.

Tread Global, Inc. has not knowingly withheld any significant information from this report and all statements and information in this report are true and correct.

Stephen Gould Corporation is advised to discuss matters of protocol concerns, testing, various requisite regulations, and certification with legal counsel.

Design, materials, manufacturing variances (such as color, size, printing, labeling, etc.), and other external influences could have an adverse effect on the performance of this child-resistant package if different than the packages provided to Tread Global, Inc. for testing. Child-resistant packages may not perform as tested when exposed to different conditions of application, storage, handling, or other variables. All container samples for testing and package material specifications have been provided by Stephen Gould Corporation



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ISO CERTIFICATE OF CONFORMITY

The Small Surelock

Stephen Gould Corporation certifies the test unit, the Small Surelock, was evaluated and tested by a third party laboratory using the International Organization for Standardization's protocols and standards for Child-resistant Packaging and Adult Suitability and fulfills the requirements of International Organization for Standardization (ISO) 8317:2015.

Tread Global, Inc. found the results of the study indicate the test unit, the Small Surelock, fulfills the requirements of International Organization for Standardization (ISO) 8317:2015 for Child-resistant Packaging and Adult Suitability.

Effective Date: March 31, 2020

 Stephen Gould

Company: Stephen Gould Corporation
30 Commerce Way
Tewksbury, MA 01876
978.851.2500
StephenGould.com

Manufacturer: Polyfoam Corporation
Massachusetts, December 2019

Validation By: Tread Global, Inc.
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303.993.8943
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Participating Member ASTM, #1757717
Member of Child-Resistant Packaging Sub-Committee



COMPLIANCE STATEMENT

It is hereby certified that all materials used in the manufacture of parts in the quantity called for on the subject purchase order conforms to the materials and/or manufacturing specifications indicated in drawings or specifications as called for on said purchase order. The Small Surelock, manufactured by Polyfoam Corporation for Stephen Gould Corporation, is in compliance with International Organization for Standardization (ISO) 8317:2015 for Child-resistant Packaging and Adult Suitability. (See Test Report "The Small Surelock".)

Standards and Protocol

INTERNATIONAL STANDARD

ISO 8317:2015(E)

*MERGEFORMAT

Child-resistant packaging — Requirements and testing procedures for reclosable packages

1 Scope

This International Standard specifies performance requirements and test methods for reclosable packages designated as resistant to opening by children.

Acceptance criteria are given for the packages when tested by specified methods. These methods not only provide a measure of the effectiveness of the packaging in restricting access by children, but also cover the accessibility to the contents by adults.

This International Standard is applicable to reclosable packages for any product intended to be exposed or removed from the packaging in normal use.

This International Standard is intended for type approval only and is not intended for quality assurance purposes.

2 Terms and definitions

For the purposes of this document, the following terms and definitions apply.

2.1 container

vessel of glass, metal, plastic or a combination of materials designed to provide appropriate packaging for a product and having a neck finish suitable for the proper attachment of a closure

2.2 closure

cap or securing device of metal, plastic or a combination of materials designed to fit an appropriate container providing a secure seal against environmental challenges

2.3 child-resistant packaging package consisting of a container and appropriate closure which is difficult for young children under the age of 52 months to open (or gain access to the contents), but which is not difficult for adults to use properly

2.4 reclosable package

package which, after it has been initially opened, is capable of being reclosed with a similar degree of security and is capable of being used a sufficient number of times to dispense the total contents without loss of security

2.5 substitute product inert substitute resembling the product it replaces

Note 1 to entry: Solid substitute products for child-resistant packages normally consist of powder, granules or units of any similar shape and size, varying from 5 mm to 30 mm in any dimension, preferably of a neutral colour, and not harmful in any way.

Note 2 to entry: Liquid substitute product is always uncoloured water.

2.6 mechanical testing

documented and reproducible test methods intended to measure the resistance of the relevant features of a Child-Resistant Packaging system

2.7 mechanical test data data generated by mechanical testing

Note 1 to entry: These data can be used for the verification of equivalency of a Child-Resistant Packaging system to the type-approved package.

2.8 liner

medium used to form a seal between a closure and a container

2.9 essential characteristics

those elements, properties or attributes of the container/closure system that are critical for maintaining the child resistant functionality

Note 1 to entry: See [3.1.1](#) for examples of essential characteristics.

2.10 minor modifications

changes that potentially have no significant effect on child resistant functionality

Requirements

~~Test~~ requirements

3.1.1 General

Only new packages shall be submitted for testing.

The container and closure system tested shall be representative of those in normal use and shall include any wad or liner, if this is an integral part of the closure system.

Packages may be tested individually or as part of a series of similar packaging submitted at the same time.

When testing a series of similar packaging, the requirements in [3.1.2](#) shall be applied.

In specifying a series of similar packaging, the following essential characteristics shall be taken into consideration.

NOTE The following list of attributes does not claim to be exhaustive.

CR system

— push down and turn;

— squeeze and turn, etc.

Container

- critical dimensions;
- material: glass, metal, different polymers, etc.;
- shape: round, square, rectangular, oval, etc.;
- handling: handle position, handle design, etc.;
- thread: form, position;
- neck: position, orientation, design, etc.; — rigidity.

Closure

- critical dimensions;
- material: metal, different polymers, etc.;
- shape: round, square, rectangular, oval, etc.;
- handling: external gripping feature;
- thread: form, position;
- sealing feature: wad-liner, plug, etc.

3.1.2 Evaluation of a series of similar packaging

3.1.2.1 Rationale

The rationale for a series of similar packaging, which discloses the degree of commonality, shall be recorded.

3.1.2.2 Closures

If a series of closures differ only in diameter, but are similar in all essential characteristics, where the largest diameter is smaller than or equal to 1,5 times the smallest diameter, then the largest and smallest size shall be tested.

If a series of closures differ only in diameter, but are similar in all essential characteristics, where the largest diameter is greater than 1,5 times the smallest diameter, then the largest, smallest and one intermediate size shall be tested.

EXAMPLE If the smallest diameter closure is 20 mm and the largest is no greater than 30 mm, test the smallest and the largest sizes. If the smallest diameter closure is 20 mm and the largest is greater than 30 mm, test the smallest, the largest and one intermediate size.

3.1.2.3 Containers

If the containers of the packaging differ only in capacity and the closures are identical, tests shall be performed only on the largest and smallest container sizes.

3.1.2.4 Containers and closures

If the containers of the packaging differ only in capacity and the closures differ only in diameter but are similar in all essential characteristics, the largest and smallest diameters of closure fitted to the largest and smallest container shall be tested, this means normally four container/closure combinations subject to the 1,5 times diameter rule given in [3.1.2.2](#).

If several container shapes are involved, but all other characteristics are the same and the closures are identical or differ only in diameter, a selection from the range shall be made to test each body shape and to ensure that at least four container/closure combinations are tested.

If all the packages specified in [3.1.2.2](#), [3.1.2.3](#) and [3.1.2.4](#) pass the test, containers and closures of intermediate sizes in the same series shall be regarded as conforming to this International Standard.

3.1.2.5 Additions and modifications

If, after a range of packaging has been tested and approved, sizes of containers and closures outside the dimensions of the accepted range are to be added, the packages shall be tested as specified in [3.1.2.2](#), [3.1.2.3](#) and [3.1.2.4](#) to extend the range specified.

Minor modifications of container or closure can be evaluated by the development and provision of mechanical test data showing compliance.

NOTE Test methods for mechanical testing of reclosable Child-Resistant Packaging are specified in ISO 13127.[1]

Other modifications, which are outside the range of a series of similar packaging, shall be treated as a separate series and tested accordingly.

~~3.2~~ 3.2 Test panels

Testing shall be performed with two panels of people

- a) a test with young children aged between 42 and 51 months old, inclusive,
- b) a test with adults aged between 50 and 70 years old, inclusive.

~~3.3~~ 3.3 Performance requirements

~~3.3.1~~ 3.3.1 Requirements concerning children

~~3.3.1.1~~ 3.3.1.1 Using a test panel of 200 children

When the package is tested in accordance with [4.4.4](#), the following requirements shall be met:

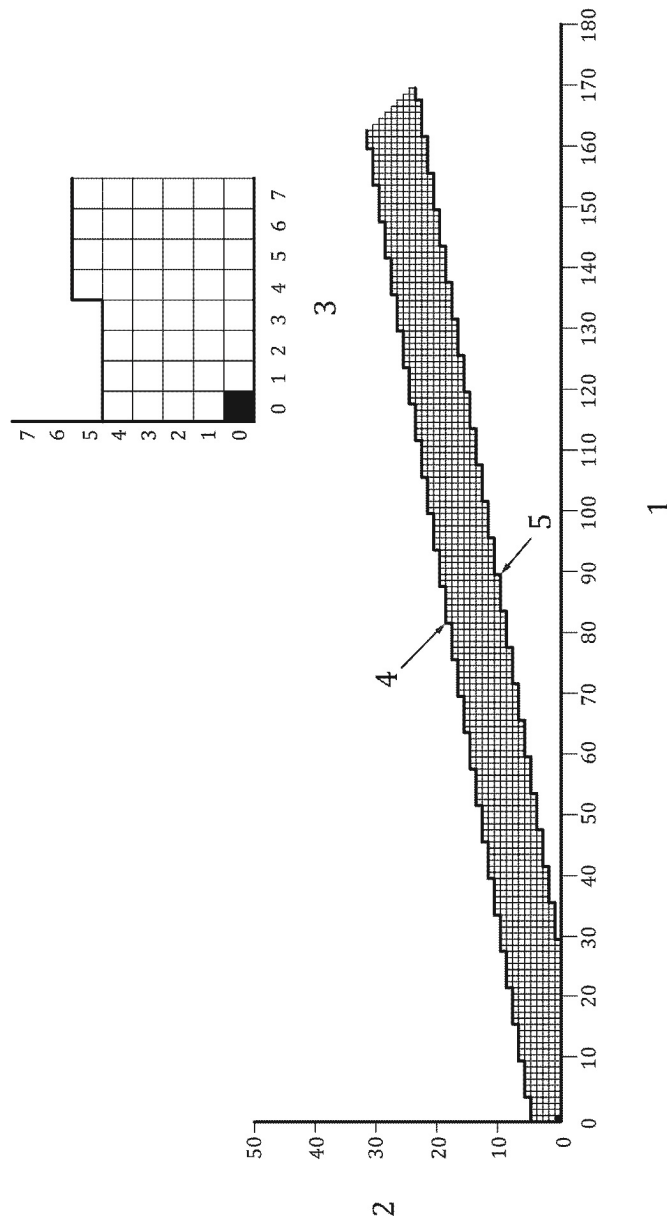
- a) at least 85 % of the 200 children in the test panel shall be unable to open the package within the first 5 min without a demonstration;
- b) at least 80 % of the 200 children in the test panel shall be unable to open the package within another 5 min after a demonstration has been given to those children unable to open the package in the first 5 min.

~~3.3.1.2~~ 3.3.1.2 Using the sequential test procedure

If less than the full test panel is used in accordance with [5.1.2](#), the result shall be obtained from completing [Figure 1](#) and [Figure 2](#).

Requirements concerning adults

When the package is tested in accordance with [4.5.3](#), 90 % of the eligible adults shall be able to open and properly reclose the packaging.

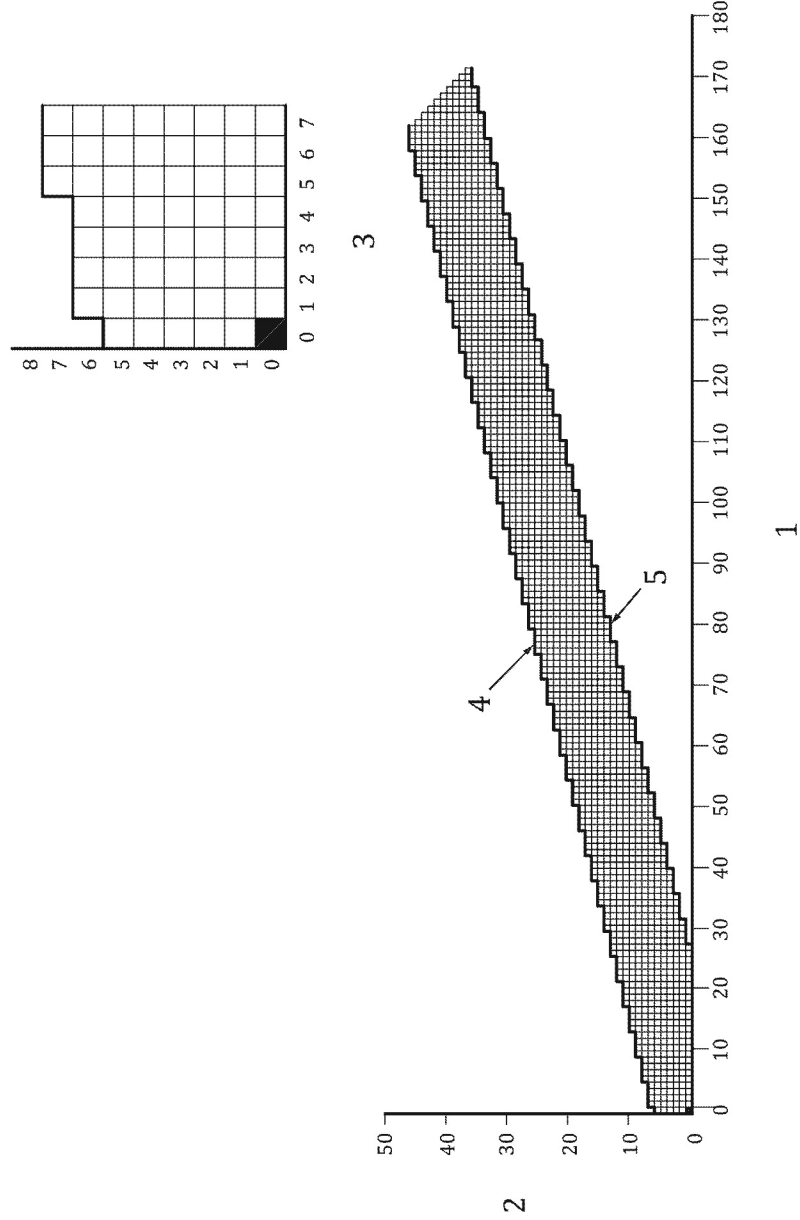


Key

- | | | | |
|---|-------------------------------|---|--------------|
| 1 | number of packages not opened | 4 | limit line 2 |
| 2 | number of packages opened | 5 | limit line 1 |
| 3 | enlargement of chart scale | | |

NOTE Acceptable quality limit (AQL) = 10 %; limiting quality (LQ): 20 %; $\alpha = \beta = 5 \%$, where α is the producer's risk; β is the consumer's risk.

Figure 1 — Chart of a sequential child test procedure (before demonstration) for child-resistant reclosable packages



Key

- | | | | |
|---|-------------------------------|---|--------------|
| 1 | number of packages not opened | 4 | limit line 2 |
| 2 | number of packages opened | 5 | limit line 1 |
| 3 | enlargement of chart scale | | |

NOTE Acceptable quality limit (AQL) = 15 %; limiting quality (LQ): 25 %; $\alpha = \beta = 5 \%$, where α is the producer's risk; β is the consumer's risk.

Figure 2 — Chart of a sequential child test procedure (after demonstration) for child-resistant reclosable packages

Test procedures

Test supervision

All procedures shall be performed under the supervision of (an) impartial and appropriately qualified person(s). For the child test, the supervisor(s) shall also be skilled in dealing with children.

4.2 Sample packages

Sufficient packages shall be supplied conforming to the container and closure drawings and specifications to enable a representative sample to be selected for testing by the supervisor and to provide a reserve for reference purposes. In every test, a new package shall be provided for each member of the test group.

4.3 Preliminary checking and preparation

Before packages are tested, each package shall be opened and properly reclosed.

Packages which incorporate a tamper-evident feature shall have the tamper-evident feature disabled. No hazardous product shall be used to fill any packaging submitted for test. A suitable substitute product shall be used for both the adult and child tests. When a substitute product is used, packages up to a volume of 1 l shall be filled to their nominal size capacity (i.e. as sold); packages greater than 1 l volume shall be filled with 1 kg of solid or 1 l of liquid substitute product as appropriate.

NOTE 1 The rationale for limiting the amount of substitute product to 1 kg of solid or 1 l of liquid is that such contents provide adequate weight to the container without causing it to become too heavy for the test panel child to be able to lift or manipulate it during the test period.

If the closure system used on the package to be tested is torque dependant, then the packages shall be assembled by the test supervisor by hand. The packages shall then be closed using a torque meter up to a specified torque, and left for 72 h at room temperature prior to conducting tests. This is to allow materials (e.g. closure/liner/wad) to take “a set”. Application torque should be recorded in the test report. Once the packages have been prepared for testing they should be handled carefully.

NOTE 2 The application torque to be recorded is that torque used to assemble the packages to be conditioned for 72 h to take set, prior to conducting the tests. It is not necessarily the application torque that might be applied on a packaging line, nor does it imply that packages closed at this torque are child resistant. The same application torque will be required for preparation of samples where mechanical testing according to ISO 13127 is used to assess continued conformity. If not recorded in the test report, the application torque information will need to be readily accessible.

4.4 Child test

4.4.1 Guidance for persons supervising tests

4.4.1.1 Surroundings and personnel

The surroundings and personnel should be familiar and friendly.

4.4.1.2 Presence of parents

Children perform differently when the package is presented to them in the presence of their parents. Involvement of parents introduces a bias, as children tend to perform in accordance with implicit or explicit parental expectations. It is important, therefore, to avoid parental influence by excluding them from the test area.

4.4.1.3 Presence of official observer

If required by the regulatory body, an official observer may be present but the requirements of [4.4.1.1](#) still apply.

4.4.1.4 Social circumstances of the children

There is a highly significant correlation between the success rate in opening packages and the social class of children. Children should be selected to represent as closely as possible the different social, ethnic and cultural origins of the population of the country, not just of the immediate district in which the test is conducted. If this is not possible, any clear-cut deviation from this method of selection should be documented.

4.4.1.5 Avoidance of extraneous distractions

During the test, children should be removed from the general student body in the test location and protected from extraneous distractions.

4.4.1.6 Seating the children

The children should be seated in pairs at tables or desks arranged in a familiar manner, or they may sit on the floor if they wish.

4.4.2 Composition of test group

Enough children to ensure 200 valid participants between the ages of 42 and 51 months inclusive, with an even distribution of age and sex, shall be available. They shall all be healthy with no evident physical handicap which might affect manual dexterity. They shall not have taken part in more than one previous test and, in that test, a package of a different type with opening arrangements based on a different principle shall have been involved. If a child is used on more than one test panel, it is desirable that there should be at least one week between the tests.

It is preferable for only one test to be performed in one testing session, because there might be a statistically significant difference in the results between the first and second package tried.

4.4.3 Test location

The children shall perform the test in any place with which they are familiar or relaxed, for example, in their usual school or nursery, but they should be removed from the general school population and separated from extraneous distractions. A minimum of three sites shall be used, selected from different demographic areas.

4.4.4 Procedure

The test may be performed on all 200 children or by a sequential procedure. If the latter is used, the number of children tested will depend on the results obtained (see [5.1.2](#)). When testing sequentially, the age and sex constraints specified in [4.4.2](#) shall be adhered to.

The children shall be tested in pairs, each pair being monitored by one supervisor. If desired, a number of pairs (up to five) may be tested in the same room at the same time, provided that arrangements are such that they cannot distract other pairs. They may adopt any attitude or position they find convenient. Should a child wander off during the test, action by the supervisor(s) shall be limited to leading the child back to its place and requesting that he or she continue the test, without any additional instruction being given concerning the opening of the package; this fact shall be included in the report.

Each child shall be given a package with the request that it be opened by whatever means the child wishes to use; in order to achieve this, 5 min shall be allowed. No attempt shall be made to stop a child using its

teeth or any other method of opening the package. However, no tools or implements should be accessible which might be used by the child, except where such tools or devices are specifically supplied as part of the design of the child-resistant package; where this is so, the children shall have unobtrusive access to that tool, but it shall not be drawn to their attention until and unless it is used in the demonstration.

If a child succeeds in opening the package within 5 min, that child shall remain in the test area until the end of the period. Any child failing to open the package in 5 min shall then watch a package being opened and reclosed by the supervisor in full view, without emphasis being placed on the actions of opening and without any verbal instruction. The child shall then have a further 5 min to open the package.

4.4.5 Expression of results (see also [5.1](#))

After each period of 5 min, it shall be recorded whether a child fails to open the package; if the child succeeds, it shall be recorded whether this was before or after a demonstration. It shall also be recorded whether teeth (or any other means) were used to open the package.

4.5 Adult test (50 years to 70 years old inclusive)

4.5.1 General

Unlike child testing, there is no need for the adults to be tested at any particular place or time.

4.5.2 Composition of test group

Enough adults shall be in the test group to ensure that 100 valid participants shall be available to conduct the test after screening, which is done by obtaining a negative answer to the following question: “Are you professionally concerned with the design, manufacture or use of child-resistant packaging?”

In order to elicit this information and, at the same time, to ascertain that the individual is literate, it is permitted to present the question on a typed (printed) form and give it to the person to read. Persons with obvious physical handicaps which may affect manual dexterity should not be approached and those unable to understand the instructions should be discounted.

The purpose of the test shall be explained in reasonable detail, but no demonstration shall be given.

The 100 valid participants shall be randomly selected between the ages of 50 and 70 in accordance with the criteria specified in [Table 1](#).

Table 1 — Composition of the adult test group

Age range (years)	Male	Female	Total
50 to 54	8 or 7	17 or 18	25
55 to 59	7 or 8	18 or 17	25
60 to 70	15	35	50
Total	30	70	100

4.5.3 Procedure

The adult test panel shall consist of 100 panellists. Those panellists failing the screening test shall be discounted and their place taken by new panellists.

Each adult shall be given a package, together with any accessories and written instructions on how to open and reclose it properly that will be printed in or on the package when supplied to a consumer.

No demonstration of how to open or reclose the package shall be given. Acting independently, a period of 5 min shall be allowed for the test participants to familiarize themselves with the package to be tested by reading the opening and closing instructions and attempting to open and reclose it properly.

Those panellists who successfully open the test package within the 5 min period shall be given a new identical package with a request to open and reclose this one as quickly as possible. A 1 min test period shall be allowed for the panellists to open and properly reclose the package.

If, in the period of 5 min, a panellist is unable to open the package being tested he or she will be given a screening test. This screening test shall consist of asking the panellist to open and reclose two conventional non-child-resistant closures in 1 min each, these being

- a) a 28 mm diameter continuous screw thread closure applied at 1,1 Nm torque onto a 25 ml to 50 ml cylindrical plastic container
- b) a 28 mm diameter “snap-on” closure applied to a 25 ml to 50 ml round plastic container.

Panellists unable to open or reclose both of these packages in the 1 min screening test are to be discounted from the adult panel results.

Panellists who are able to open both these packages are counted as a failure in the overall result.

4.5.4 Expression of results (see also [5.2](#))

Record whether or not the adult succeeds in opening and properly reclosing the package in the 1 min test periods, including the screening test if carried out, see [4.5.3](#) and [3.3.2](#).

5 Assessment of results

5.1 Child test

5.1.1 Success/failure

The result of the test is a failure if the child succeeds in opening the package (or gaining access to the contents).

5.1.2 Sequential method

5.1.2.1 Recording test results on a graph

A separate chart shall be prepared for results obtained before and after a demonstration.

As each result is obtained, it shall be plotted on the appropriate chart by filling in a square as follows:

- fill in a square immediately to the right of the previous result on [Figure 1](#) if the test child failed to open the package (or gain access to the contents) in the first 5 min, and on [Figure 2](#) if the test child failed to open the package (or gain access to the contents) in the second 5 min, i.e. the result is a success (see [5.1.1](#));
- fill in a square immediately above the previous result on [Figures 1](#) and [2](#) if the test child succeeded in opening the package (or gaining access to the contents) in the first 5 min, or only on [Figure 2](#) if the test child succeeded in opening the package (or gaining access to the contents) in the second 5 min, i.e. the result is a failure (see [5.1.1](#)).

NOTE In the case of the first result to be plotted, the blanked out square is regarded as the “previous result”.

5.1.2 Termination of the results

The package shall be deemed to have

- passed the test as soon as the trail of filled squares passes below limit line 1 on both [Figure 1](#) and [Figure 2](#),
- failed the test as soon as the trail of filled squares passes above limit line 2 on either [Figure 1](#) or [Figure 2](#).

If neither occurs, the results shall be assessed in accordance with the requirements specified in [3.3.1](#).

5.1.3 Full test

If a sequential procedure is not used and the full number of children is tested, the results shall be assessed in accordance with the requirements laid down in [3.3.1](#).

5.2 Adult test

The result of the test is a success if 90 % or more of the eligible adults are able to open the package in the first 5 min test period and open and properly reclose it in the 1 min test period. An eligible adult is one who has not been discounted by the screening test given in [4.5.3](#).

The result of an individual adult test is a failure if the eligible candidate opened the package in the first 5 min test but failed to open and properly reclose the package in the 1 min test period.

5.3 Overall test result

Only packages which satisfy both the child and the adult test criteria as specified in [3.3.1](#) and [3.3.2](#) shall be deemed to conform to this International Standard.

6 Test report

6.1 General

At least the following information shall be recorded by the supervisor:

- a) the name of the agency carrying out the test;
- b) the date(s) on which the test was carried out;
- c) the name and address of the manufacturer and/or filler/packer of the package tested;
- d) the name(s) of the person(s) supervising the test;
- e) the specification number, drawing numbers and a complete description of the package tested;
- f) a direct quotation of the exact instructions, etc. given to the adults and the children during the test;
- g) a copy of the manufacturer's instructions on opening and reclosing the package given to the adults during the test;
- h) a description of the substitute product used in the test.

6.2 Child test

At least the following information shall be recorded:

- a) the location of the test;

- b) the number, age and sex of the children involved;
- c) the number of children, together with their age and sex, who successfully opened the package
 - 1) before a demonstration,
 - 2) after a demonstration,
 - 3) the means used by the children who were successful in opening the package;
- d) if the full child test has been carried out, the percentage number of children who failed to open the package.

Adult test

At least the following information shall be recorded:

- a) the number, age and sex of the adults involved;
- b) the number, age and sex of adults who successfully opened and reclosed the package properly;
- c) the number who opened but could not reclose the package properly;
- d) the number who failed to open the package.

Additional (optional) information to be recorded

Any other information deemed to be useful in assessing the interpretation of the result shall be recorded.

EXAMPLE The time required for adults and children to open the package and, where appropriate, to reclose it properly, the method used by children to gain access, etc. shall be recorded.

Overall test result

It shall be recorded whether the overall result of the test was a pass or a failure.

Bibliography

- [1] ISO 13127, *Packaging — Child-Resistant Packaging — Mechanical test methods for reclosable Child-Resistant Packaging systems*
- [2] ISO/IEC 17025, *General requirements for the competence of testing and calibration laboratories*

TREAD GLOBAL, INC.
ADDENDUM
TERMS AND CONDITIONS OF SERVICE

TREAD GLOBAL TERMS AND CONDITIONS OF SERVICE

The Tread Global Terms and Conditions of Service (the “*Terms*”) apply to all Services performed by Tread Global and form part of the Agreement between Customer and Tread Global INC for Services. By entering into an Agreement with Tread Global for Services or by receiving Services from Tread Global, Customer agrees to the following terms and conditions.

1. **SERVICES.** Tread Global performs Consulting and Project Management Services related to the sourcing of design, manufacture, transportation and importation (collectively the “*Services*”) of finished goods and prototypes (“*Products*”). Tread Global shall act as Customer’s representative to source, negotiate and obtain goods or services from qualified suppliers for the purpose of Product Development. Tread Global sources independent contractors such as but not limited to, shipping logistics specialists, attorneys practicing in or familiar with jurisdiction of where product will be manufactured, customs brokers, production factories and manufacturing facilities, suppliers, graphic designers, engineers, quality control specialists. The specific Services to be performed for Customer shall be set forth in a separate Statement of Work (“*SOW*”), which shall be subject these Terms and shall be mutually agreed by the Parties.

2. **PRICING AND PAYMENT TERMS.**

2.1 Prices and additional payment terms for the Services shall be set forth in an applicable Statement of Work. Customer shall pay all fees for the selected Service as specified in the SOW (“*Service Fee*”). Customer agrees that: (i) payment obligations are non-refundable; (ii) additional Service Fees will be incurred if Customer changes the scope, upgrades or purchases more Services during any Term, (iii) all costs and fees charged to Tread Global by any independent contractors or suppliers incurred in providing the Service shall be paid by Customer. Initial service quote is offered at a discounted service fee, with up to three customer revisions. Additional time will be billed at \$80/ hour for general product sourcing and \$120/hour for design and engineering services.

2.2 All Service Fees are due and payable upon receipt of invoice by Customer. All payments shall be made in U.S. dollars and, unless otherwise agreed by Tread Global, be paid via ACH or wire transfer to the Tread Global account set forth in the invoice. Deposit and or Payments instructions are subject to change and shall be determined by Tread Global.

2.3 If payment is not received within thirty (30) days from date of invoice, such late payment shall be subject to a service charge equal to 1.5% per month of the amount due (or the maximum legal rate, if less). If Customer’s account is thirty (30) days or more overdue, in addition to any of its other rights or remedies, Tread Global reserves the right to suspend performance of the Service s without liability to Customer, until such amounts are paid in full. In the event of non-payment the Customer will reimburse Tread Global for all costs and expenses (including but not limited to legal, collection, storage and late fees due to factories) incurred in the collection of any overdue amount. Without prejudice to any other rights which Tread Global may have, in the event of nonpayment of any sums outstanding on the due date, Tread Global shall have the right to cease supplying other Goods ordered by the Buyer from Tread Global whether under this contract or any other. After ninety (90) days past due Tread Global

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has the right to liquidate said goods to recover all expenses. The Buyer understands that each payment is non-refundable.

3. TAXES. Fees for Services do not include any federal, state, county, or local sales, excise tax, or taxes imposed by any foreign governmental entity unless otherwise stated. Other than taxes on Tread Global's net income, Customer is solely responsible for, and shall pay all such taxes, including personal property, inventory, gross receipts, sales, value added and use taxes related to the Services and Products.

4. INDEPENDENT CONTRACTOR. Tread Global provides Services to Customer as an independent contractor. Nothing herein is intended, nor shall be construed, to create an employment, agency, partnership, joint venture or other relationship.

5. TERM AND TERMINATION

5.1 TERM. The term of this Agreement shall commence on the Effective Date and shall continue in effect until all Statement of Works have been completed, terminated or have expired. This Agreement may be renewed upon mutual agreement of the parties, with an accepted Purchase Order. The initial term and any and all renewal terms are referred to herein as the "*Term*."

5.2 TERMINATION. Either party may terminate the Agreement or a Statement of Work thereunder if the other party: (a) fails to cure any material breach of these Terms within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party. Tread Global may terminate any Statement of Work, or the Agreement, for convenience upon 30-days prior written notice, provided that Tread Global will refund any already paid Service Fees pro rated for any remaining Term after such termination for convenience. No refund will be given in the event of termination for cause by Tread Global.

6. CONFIDENTIALITY.

6.1 DEFINITION. "*Confidential Information*" means information disclosed by a party ("Discloser") to the other party ("Recipient") that is marked "Confidential," or that is confirmed in writing to be confidential within ten (10) business days of oral disclosure. Regardless of marking, (i) Tread Global's Confidential Information includes the Service, the Order Form, pricing, supplier lists, and information regarding the Services not publicly known; and (ii) Customer's Confidential Information includes Customer's Product plans. Confidential Information does not include any information that: (i) is or becomes publicly known through no fault of the Recipient; (ii) was known to the Recipient prior to disclosure by Discloser without violation of any confidentiality obligation to Discloser; (iii) is received by Recipient from a third party with no duty of confidentiality; or (iv) is independently developed by Recipient.

6.2 NON-DISCLOSURE. Recipient will use the same degree of care to protect Discloser's Confidential Information that it uses to protect its own confidential information, but no less than reasonable care. Unless authorized by Discloser, Recipient shall only use Confidential Information as needed to perform under these Terms, and shall not disclose any Confidential Information to any third party except to Recipient's personnel and subcontractors requiring the Confidential Information to perform under these Terms and who are bound by written confidentiality obligations with respect to the Confidential

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Information. Recipient may disclose Confidential Information if compelled by law to do so, but will promptly give Discloser notice of such compelled disclosure to the extent permitted by law.

7. NON-COMPETITION. Customer acknowledges that Tread Global's Confidential Information includes information regarding Tread Global's suppliers, contract manufacturers, designers, mold developers, and other service providers with whom Tread Global sources and contracts to provide Services for Tread Global's customers. As such, information about such suppliers, their identity, prices, location and services is proprietary to Tread Global's business. Customer agrees that during the Term of the Agreement and for 2 years thereafter, Customer shall not retain, contract with, or disclose the identity of Tread Global's suppliers, either directly or through a third party, without the express written permission of Tread Global.

8. REPRESENTATIONS AND WARRANTIES.

8.1 The parties have the power to enter into and perform this Agreement, and the execution of this Agreement has been duly authorized by all necessary corporate action.

8.2 This Agreement constitutes a valid and binding obligation on each party, enforceable in accordance with its terms.

8.3 No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened against or affecting the parties, their business or properties, their financial or other condition, or the transactions contemplated under this Agreement.

8.4 No consent or approval of any other person or governmental authority is necessary for this Agreement to be effective .

8.5 Neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated by it would constitute a default or violation of the parties' articles of incorporation, bylaws, or any license, lease, franchise, mortgage, instrument, or other agreement.

8.6. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE PARTIES MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THE PARTIES HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. INSURANCE. Tread Global is not an insurer, does not carry insurance on Customer's Products and does not provide or sell insurance services. Insurance related to loss or damage of Products during manufacture, transportation, storage and other events is at Customer's sole risk of loss. Customer represents and warrants to Tread Global that it has secured adequate insurance covering damage, loss or theft to Products.

10. INDEMNITY. Except to the extent of Tread Global's negligence or willful misconduct, Customer shall at all times indemnify, defend and hold harmless Tread Global, its agents and employees from and against all actions, settlements, losses, damages, claims, costs, and expenses (including reasonable attorney's fees), relating to or in any way arising from the negligence and willful misconduct of Customer,

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including, without limitation, claims for bodily injury, death and damage to property or to Customer's agents, contractors and employees asserted, against Contractor which claims relate, directly or indirectly, to Customer's Products or performance under this Agreement.

11. FORCE MAJEURE. If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, war, civil commotion, fire, or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance will be excused. This clause shall not apply to obligations to pay for Services performed hereunder.

12. LIMITATION OF LIABILITY.

12.1 LIMITATION OF LIABILITY AND DAMAGES. IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY TO THE OTHER FOR ALL DIRECT DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE) ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS DUE AND PAYABLE TO TREAD GLOBAL OVER THE TWELVE MONTH PERIOD PRECEDING THE CLAIM AT ISSUE.

12.2. NO CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL TREAD GLOBAL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, AND LOST OPPORTUNITY COSTS), PUNITIVE, OR OTHER EXTRAORDINARY DAMAGES OF ANY KIND RESULTING, FROM OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND EVEN IF TREAD GLOBAL OR CUSTOMER ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THE PROHIBITION ON THE FOREGOING TYPES OF DAMAGES SHALL APPLY WHETHER THE DAMAGES ARE CHARACTERIZED AS "CONTRACT DAMAGES," "TORT DAMAGES" OR OTHERWISE.

12.3 NO LIABILITY FOR LOSS, DAMAGE, OR DELAY DURING TRANSPORTATION, STORAGE OR IMPORT/EXPORT OF GOODS. Customer acknowledges that Tread Global is not a carrier. In the event that Tread Global manages transportation of goods on behalf of Customer pursuant to a Statement of Work or otherwise in the course of providing services to Customer, Tread Global acts in the capacity of a transportation manager only. Tread Global is not a licensed customs broker and does not hold itself out to be a customs broker. Customer acknowledges and agrees that Tread Global is not itself a provider of transportation, is not a licensed customs broker and does not act in the capacity of as a freight forwarder or any other form of transportation intermediary. Tread Global's sole role with regard to the transportation, import and export of goods shall be to source and manage transportation and brokerage services on behalf of Customer. In no event shall Tread Global be liable for any damage, loss, theft, delay, shrinkage, duties, seizure by customs authorities, or fines related to the transportation of goods hereunder. Duty, entry fees, exit fees, raw materials and shipping costs all fluctuate. The Customer is responsible for payments for these potential increases in cost.

13. INTELLECTUAL PROPERTY. Any and all inventions, moulds (molds), intellectual property, developments and or innovations conceived by Customer relative to the duties under this Agreement shall be the exclusive property of the Customer.

TREAD GLOBAL, INC.
ADDENDUM
TERMS AND CONDITIONS OF SERVICE

14. COMPLIANCE WITH APPLICABLE LAWS.

14.1 COMPLIANCE WITH LAW. Customer and Tread Global will at all times comply with all applicable laws, statutes, ordinances, rules, regulations, orders, and other legal requirements, regardless of whether such law, statute, ordinance, rule, regulation, order, or legal requirement had taken effect on the Effective Date or on some later date.

14.2 TRADE COMPLIANCE. The Services are subject to the import and export laws and regulations of the United States and other jurisdictions. Each party represents and warrants that it is not named on any U.S. government denied-party list. Customer shall not export or re-export to a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria), transact with a denied party, or act in violation of any U.S. export law or regulation. A violation of this section 13.2 shall be grounds immediate for termination for cause of the Agreement.

14.3 ANTI-CORRUPTION ACT COMPLIANCE (FCPA). Customer and Tread Global shall comply with the U.S. Foreign Corrupt Practices Act ("*FCPA*"), the U.K. Anti-Bribery Act, and the anti-corruption laws of any other applicable jurisdiction (together referred to as the "*Anti-corruption Acts*"). The parties represent, warrant, and covenant that they will not offer any payment or other gift or promise, or authorize the giving of anything of value, for the purpose of influencing an act or decision of an official of any government (as defined by the FCPA to include officers of state-owned enterprises and seconded government officials). The parties represent, warrant, and covenant that they will not offer any payment or other gift or promise, or authorize the giving of anything of value, to any person or company for the purpose of obtaining, retaining, or directing any business to itself or its affiliates. A violation of this section 13.3 shall be grounds immediate for termination for cause of the Agreement.

15. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without reference to rules regarding conflicts of laws. Any dispute arising out of this Agreement shall be submitted to a state or federal court sitting in Denver, Colorado, which, subject to the arbitration requirement herein, shall have the exclusive jurisdiction regarding the dispute and to whose jurisdiction the parties irrevocably submit.

16. ARBITRATION. Any dispute, controversy or claim arising out of or relating to this contract, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules. The Tribunal will consist of one arbitrator. The place of arbitration will be Denver, Colorado. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

17. NOTICE. All notices required to be given under the terms of this Agreement or which either party hereto may desire to give to the other shall be in writing, signed by or on behalf of the party providing the notice, and if to Tread Global, sent by certified mail to the addresses set forth below or at such other address as either party may furnish to the other in writing: **Tread Global INC, , PO Box 140196, Denver, CO 80214, United States.**

18. SURVIVAL. The rights and obligations of the parties under Sections 2, 3, 6, 7, 8, 10, 12, 15, 17, and 18 of this Agreement shall survive any termination of this Agreement.

TREAD GLOBAL, INC.
ADDENDUM
TERMS AND CONDITIONS OF SERVICE

19. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on and inure to the benefit of the parties and their heirs, legal representatives, successors and assigns.

20. **WAIVER.** No delay or omission to exercise any right, power, or remedy accruing to a Party under this Agreement shall impair any such right, power, or remedy, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement (1) shall be effective unless it is in writing and signed by the party making the waiver; (2) shall be deemed to be a waiver of, or consent, to any other breach, failure of a condition, or right or remedy, or (3) shall be deemed to constitute a continuing waiver unless the writing expressly so states.

21. **SEVERABILITY.** If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

22. **GOVERNING LANGUAGE.** The governing language of the Agreement shall be English. Translations shall be for convenience of the Parties and both Parties acknowledge and agree that this Agreement has been prepared and executed in English only.

23. **NO THIRD PARTY BENEFICIARIES.** No provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than Scout Exchange and Partner (and any of their permitted assignees hereunder) any rights, remedies or other benefits under or by reason of this Agreement.

24. **ENTIRE AGREEMENT.** This Agreement, including the Tread Global Terms and Conditions of Service, and all other agreements, exhibits, and schedules referred to in this Agreement, constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the providing of Services by Tread Global to Customer and supersedes all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement.

END OF TERMS AND CONDITIONS OF SERVICE

TREAD GLOBAL, INC.
ADDENDUM
INDIVIDUAL TEST RESULTS

CHILDREN

	Package #	Age	Gender	Time of First Opening	Time of Second Opening	Pass/ Fail	Test Location	Tester
		42- 44						
1	6	43	Male	/	/	Pass	06	1
2	14	42	Male	/	/	Pass	07	2
3	19	44	Male	/	/	Pass	09	3
4	22	42	Male	/	/	Pass	09	3
5	35	43	Male	/	/	Pass	13	5
6	40	44	Male	/	/	Pass	16	6
7	48	43	Male	/	/	Pass	17	6
8	1	42	Female	/	/	Pass	06	1
9	10	43	Female	/	/	Pass	07	2
10	16	44	Female	/	/	Pass	07	2
11	20	43	Female	/	/	Pass	09	3
12	27	43	Female	/	/	Pass	10	4
13	34	44	Female	/	/	Pass	13	5
14	38	42	Female	/	/	Pass	02	2
15	50	42	Female	/	/	Pass	19	5
		45- 48						
16	2	48	Male	/	/	Pass	06	1
17	7	46	Male	/	/	Pass	06	1
18	17	48	Male	/	/	Pass	07	2
19	21	47	Male	/	/	Pass	09	3
20	24	45	Male	/	/	Pass	09	3
21	26	47	Male	/	/	Pass	10	4
22	32	46	Male	/	/	Pass	13	5
23	39	45	Male	/	/	Pass	16	6
24	42	48	Male	/	53s	Fail	16	6
25	46	47	Male	/	/	Pass	17	6
26	4	46	Female	/	/	Pass	06	1
27	9	47	Female	/	/	Pass	06	1
28	11	48	Female	/	132s	Fail	07	2
29	18	45	Female	/	/	Pass	09	3
30	29	48	Female	/	/	Pass	10	4
31	30	47	Female	/	/	Pass	12	4
32	33	45	Female	/	/	Pass	13	5
33	36	48	Female	/	/	Pass	13	5
34	44	46	Female	/	/	Pass	16	6

35	49	45 49-51	Female	/	/	Pass	19	5
36	5	51	Male	/	81s	Fail	06	1
37	8	51	Male	/	/	Pass	06	1
38	12	50	Male	/	/	Pass	07	2
39	25	49	Male	107s	/	Fail	09	3
40	28	49	Male	/	/	Pass	10	4
41	37	50	Male	/	76s	Fail	13	5
42	41	51	Male	/	/	Pass	16	6
43	45	49	Male	/	/	Pass	17	6
44	3	50	Female	/	/	Pass	06	1
45	13	50	Female	/	/	Pass	07	2
46	15	49	Female	/	/	Pass	07	2
47	23	51	Female	/	/	Pass	09	3
48	31	49	Female	/	/	Pass	01	4
49	43	50	Female	/	/	Pass	16	6
50	47	50	Female	/	/	Pass	17	6

SENIOR ADULTS

	Package #	Age 50-54	Gender	Time of First Opening	Time of First Closing	Time of Second Opening	Time of Second Closing	Pass/ Fail	Adults Notes	Test Location	Tester
1	18	51	Male	13s	1s	/	/	Pass	Easy	03	4
2	46	51	Male	27s	2s	/	/	Pass	Easy	09	3
3	50	54	Male	22s	2s	/	/	Pass	Easy	09	3
4	56	50	Male	18s	1s	/	/	Pass	Easy	11	4
5	59	54	Male	34s	3s	/	/	Pass	Easy	11	4
6	76	53	Male	9s	2s	/	/	Pass	Easy	01	6
7	91	50	Male	16s	1s	/	/	Pass	Easy	18	6
8	4	53	Female	30s	4s	/	/	Pass	Easy	05	1
9	5	52	Female	17s	2s	/	/	Pass	Easy	05	1
10	10	54	Female	21s	1s	/	/	Pass	Easy	05	1
11	13	53	Female	63s	3s	5s	2s	Pass	Easy	05	1
12	24	52	Female	16s	2s	/	/	Pass	Easy	04	4
13	26	50	Female	24s	1s	/	/	Pass	Easy	04	4
14	30	53	Female	39s	2s	/	/	Pass	Easy	08	2
15	43	52	Female	25s	2s	/	/	Pass	Easy	09	3
16	44	50	Female	28s	4s	/	/	Pass	Easy	09	3
17	51	51	Female	15s	2s	/	/	Pass	Easy	09	3
18	62	54	Female	23s	3s	/	/	Pass	Easy	14	5
19	66	52	Female	8s	1s	/	/	Pass	Easy	14	5
20	71	51	Female	19s	4s	/	/	Pass	Easy	15	2

21	80	53	Female	47s	2s	/	/	Pass	Easy	17	6
22	83	51	Female	32s	3s	/	/	Pass	Easy	17	6
23	86	50	Female	54s	2s	/	/	Pass	Easy	17	6
24	89	54	Female	25s	1s	/	/	Pass	Easy	17	6
25	97	50	Female	21s	2s	/	/	Pass	Easy		
55-59											
26	17	59	Male	20s	3s	/	/	Pass	Easy	03	4
27	20	56	Male	24s	1s	/	/	Pass	Easy	03	4
28	41	57	Male	15s	2s	/	/	Pass	Easy	09	3
29	57	58	Male	7s	2s	/	/	Pass	Easy	11	4
30	60	55	Male	29s	1s	/	/	Pass	Easy	11	4
31	75	59	Male	10s	1s	/	/	Pass	Easy	01	6
32	78	57	Male	38s	3s	/	/	Pass	Easy	01	6
33	94	59	Male	14s	2s	/	/	Pass	Easy	19	5
34	2	55	Female	36s	4s	/	/	Pass	Easy	05	1
35	6	58	Female	49s	2s	/	/	Pass	Easy	05	1
36	8	57	Female	17s	1s	/	/	Pass	Easy	05	1
37	15	55	Female	9s	2s	/	/	Pass	Easy	05	1
38	23	56	Female	23s	2s	/	/	Pass	Easy	04	4
39	28	57	Female	51s	5s	/	/	Pass	Easy	08	2
40	33	58	Female	18s	1s	/	/	Pass	Easy	08	2
41	37	56	Female	26s	2s	/	/	Pass	Easy	09	3
42	48	55	Female	47s	2s	/	/	Pass	Easy	09	3
43	45	59	Female	33s	4s	/	/	Pass	Easy	09	3
44	52	55	Female	16s	2s	/	/	Pass	Easy	10	4
45	67	56	Female	62s	1s	3s	1s	Pass	Easy	14	5
46	70	56	Female	34s	3s	/	/	Pass	Easy	15	2
47	79	58	Female	12s	1s	/	/	Pass	Easy	17	6
48	84	55	Female	23s	2s	/	/	Pass	Easy	17	6
49	96	57	Female	15s	2s	/	/	Pass	Easy	19	5
50	99	59	Female	8s	1s	/	/	Pass	Easy	19	5
60-70											
51	11	62	Male	24s	2s	/	/	Pass	Easy	05	1
52	19	64	Male	19s	2s	/	/	Pass	Easy	03	4
53	21	61	Male	21s	3s	/	/	Pass	Easy	03	4
54	31	60	Male	14s	1s	/	/	Pass	Easy	08	2
55	35	64	Male	35s	2s	/	/	Pass	Easy	08	2
56	38	63	Male	56s	3s	/	/	Pass	Easy	09	3
57	54	62	Male	13s	2s	/	/	Pass	Easy	10	4
58	55	70	Male	27s	1s	/	/	Pass	Easy	11	4
59	58	65	Male	69s	3s	8s	2s	Pass	Easy	11	4
60	63	61	Male	26s	2s	/	/	Pass	Easy	14	5
61	73	62	Male	11s	1s	/	/	Pass	Easy	15	2
62	77	64	Male	49s	4s	/	/	Pass	Easy	01	6
63	92	63	Male	20s	2s	/	/	Pass	Easy	18	6
64	93	70	Male	38s	3s	/	/	Pass	Easy	18	6
65	95	62	Male	15s	2s	/	/	Pass	Easy	19	5

66	1	60	Female	43s	1s	/	/	Pass	Easy	05	1
67	3	63	Female	20s	3s	/	/	Pass	Easy	05	1
68	7	67	Female	33s	2s	/	/	Pass	Easy	05	1
69	9	61	Female	12s	1s	/	/	Pass	Easy	05	1
70	12	64	Female	50s	4s	/	/	Pass	Easy	05	1
71	14	62	Female	27s	2s	/	/	Pass	Easy	05	1
72	16	65	Female	41s	2s	/	/	Pass	Easy	05	1
73	22	63	Female	73s	3s	6s	1s	Pass	Easy	04	4
74	25	62	Female	25s	2s	/	/	Pass	Easy	04	4
75	27	63	Female	7s	1s	/	/	Pass	Easy	08	2
76	29	67	Female	18s	1s	/	/	Pass	Easy	08	2
77	32	61	Female	35s	3s	/	/	Pass	Easy	08	2
78	34	64	Female	22s	2s	/	/	Pass	Easy	08	2
79	36	66	Female	60s	1s	5s	1s	Pass	Easy	08	2
80	39	63	Female	13s	3s	/	/	Pass	Easy	09	3
81	40	62	Female	34s	2s	/	/	Pass	Easy	09	3
82	42	60	Female	15s	1s	/	/	Pass	Easy	09	3
83	47	66	Female	29s	5s	/	/	Pass	Easy	09	3
84	49	61	Female	56s	3s	/	/	Pass	Medium	09	3
85	53	63	Female	6s	2s	/	/	Pass	Easy	10	4
86	61	62	Female	17s	1s	/	/	Pass	Easy	14	5
87	64	67	Female	64s	2s	9s	2s	Pass	Easy	14	5
88	65	60	Female	20s	1s	/	/	Pass	Easy	14	5
89	68	65	Female	12s	3s	/	/	Pass	Easy	15	2
90	69	69	Female	65s	5s	4s	2s	Pass	Medium	15	2
91	72	63	Female	27s	2s	/	/	Pass	Easy	15	2
92	74	67	Female	48s	4s	/	/	Pass	Easy	15	2
93	90	64	Female	10s	2s	/	/	Pass	Easy	17	6
94	81	62	Female	57s	1s	/	/	Pass	Easy	17	6
95	82	68	Female	21s	2s	/	/	Pass	Easy	17	6
96	85	61	Female	14s	1s	/	/	Pass	Easy	17	6
97	87	66	Female	30s	2s	/	/	Pass	Easy	17	6
98	88	65	Female	43s	4s	/	/	Pass	Easy	17	6
99	98	64	Female	16s	1s	/	/	Pass	Easy	19	5
100	100	62	Female	25s	2s	/	/	Pass	Easy	19	5