

SERVICE AGREEMENT



This Service Agreement ("Agreement") is made this _____ day of _____ 201__, by and between Alkemist Pharmaceuticals (DBA Alkemist Labs), a California corporation, whose principal place of business is located at 1260 Logan Avenue, #B-2, Costa Mesa, CA 92626, and _____ ("Customer"), whose principal place of business is located at _____.

1. **Purpose.** This Agreement outlines the terms and conditions for: (1) Customer to submit samples of herbal products, dietary supplements, foods, and cosmetics to Alkemist Labs for Alkemist Labs to perform state of the art analysis of the submitted product samples ("Samples") and (2) Customer to submit a request to Alkemist Labs for Alkemist Labs to supply Composite Reference Botanicals – CRB™ and for Alkemist Labs to conduct its analysis and provide a clear text electronic report on such analysis (the "Report").

2. **Term.** The term of this Agreement commences upon the date of execution and continues until either party terminates this Agreement by providing a thirty (30) day advance written notice of termination to the other party. If a new Agreement has been issued, the terms of the existing Service Agreement will be superseded by the new Agreement and a new Agreement will be issued. If Customer has not performed testing with Alkemist Labs in the previous 24 calendar months, a new Service Agreement shall be executed.

3. **Service.** The services provided by Alkemist Labs under this Agreement commence only upon the completion and submission of a Sample Submission Form and the Business Account Application. Customer warrants that the information provided in the Business Account Application and Service Agreement is correct and complete. Customer will notify Alkemist Labs of any changes in the information contained on the Application. A copy of the Sample Submission form is available on the web-site (www.alkemist.com). The Sample Submission Form specifies the service requested by Customer and the information needed by Alkemist Labs to perform the services ("Services"). The provision of the Services is governed solely by the terms and conditions of this Agreement and the Account Set-Up Instructions. The Report contains conditions and limitations related to the testing. Customer acknowledges that unless you have validated or verified your method with Alkemist Labs the method used to **test your sample matrix** may not be verified or validated. The Services may be sub-contracted at the discretion of the laboratory.

Customer cannot cancel an order if Alkemist Labs has commenced Services. In the event the Customer has requested a retest of the Sample Alkemist Labs reserves the right to charge the Customer 100% of the list price of the procedure utilized.

4. **Pricing.** The prices for the Services provided by Alkemist Labs shall be determined by the nature of the Services provided. Standardized pricing may be published, but such pricing is subject to volume discounts or other adjustments. Quoted prices are subject to modification by Alkemist Labs from time to time.

5. **Payment.** New Customer is on a pre-paid basis pending account payment review. Alkemist Labs will invoice Customer at the time of sample submission. Established Customer must pay each invoice within forty-five (45) days from the invoice date. Invoices not paid when due may have a 1.25% per month interest charge assessed against the unpaid balance from the date of invoice until the date of payment. All payments made under this Agreement shall be paid in U. S. Dollars. Customer acknowledges that it has read and agrees to the credit and payment terms outlined in the Account Set-Up Instructions. Credit Cards are not accepted for amounts over \$5,000.00. Alkemist Labs reserves the right to withhold testing and results of all Samples if Customer is past due on payments.

6. **Confidential Information.** Alkemist Labs acknowledges that all Samples submitted to Alkemist Labs by Customer, and all intellectual property associated with the Samples, are the property of the Customer. Alkemist Labs agrees that, without prior approval from Customer, all communications concerning this Agreement, the Services to be performed, all test results and Reports and other information relating to Customer provided by Customer to Alkemist Labs (collectively, "Data") will be treated in confidence and will not be divulged to any third party except (i) for parties involved in the actual performance of Services under this Agreement and then only on a "need to know" basis to enable completion of the Services and (ii) as required by law, regulation or valid court order of a court of competent jurisdiction; it being understood that in the event that Alkemist Labs is legally required (by testimony, interrogatories, requests for information, subpoena, civil investigative demand, or other processes) to disclose any Data, it is agreed that, to the extent not prohibited, Alkemist Labs will give Customer prompt written notice of such requirement.

7. **Limitation of Damages.** IN NO EVENT WILL ALKEMIST LABS BE LIABLE TO CUSTOMER FOR ANY LOST PROFITS OR OTHER INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SERVICES, EVEN IF ALKEMIST LABS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALKEMIST LABS' MAXIMUM LIABILITY SHALL NOT EXCEED THE AMOUNT PAID FOR THE SERVICES.

8. **INDEMNIFICATION.** Customer will indemnify and hold Alkemist Labs, it's officers, directors, employees and agents harmless from and against any and all losses, claims, actions and proceedings, costs, damages, liabilities expenses, including reasonable attorneys' fees and costs (collectively "Losses") related to or arising out of the negligent or wrongful manufacture, design or formulation of the Samples supplied to Alkemist Labs for Services, or any act or omission by Customer or any breach of this Agreement.

Alkemist Labs will indemnify and hold Customer, its affiliates, officers, directors, employees and agents harmless from and against any and all Losses related to or arising out of the Alkemist Labs' act or omission in providing the Services or any breach of this Agreement, except as limited by Sections 7 and 8 above.

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9. **Arbitration.** Any dispute, claim or controversy between the parties arising out of or relating to this Agreement shall be submitted to arbitration with the American Arbitration Association. Any arbitration proceedings shall take place in Orange County, California before a single arbitrator. The decision rendered by the arbitrator shall be binding. Judgment upon the decision of the arbitrator may be entered into any court having jurisdiction thereof. Each party shall pay the expenses of the American Arbitration Association and the arbitrator equally. Further, each party shall have the same right to take depositions and to obtain discovery as if the proceedings were pending in a civil action before a court of general jurisdiction in the State of California.

10. **Miscellaneous.** The laws of the State of California will govern the Services provided by Alkemist Labs without regard to the conflict of laws provisions thereof. This Agreement and the Sample Submission Form are the complete and exclusive statement of the agreement between Alkemist Labs and Customer and supersedes any proposal, prior agreement, oral or written, and any other communications between the parties. The warranty provided in this Agreement is for the benefit of Customer and Customer may not pass the warranty on to any third party. If any of the above provisions are held to be invalid or unenforceable, the remaining provisions will not be affected. Amendment, modifications or waivers of this Agreement shall only be valid or binding when set forth in writing and signed by the parties. The prevailing party in any action or proceeding arising out of or related to this Agreement shall be entitled to recover reasonable legal fees and costs, including attorneys' fees, which may be incurred. Neither party shall be responsible for failure to perform due to unforeseen circumstances beyond its reasonable control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Dated: _____, 201__

ALKEMIST LABS

By:

Name:

Dated: _____, 201__

CUSTOMER:

By:

Name:
