

To be completed by Client/Sponsor

Company (print): _____

Address: _____

Co. Representative (Print): _____

Co. Representative (Sign):* _____

*By signing, the Client agrees to Avazyme's Standard Terms and Conditions

Co. Emails: _____

Phone: _____

Additional Sample Preparation

(check all that apply)

Dry sample	<input type="checkbox"/>
Homogenize	<input type="checkbox"/>

To be completed by Receiving Laboratory

Avazyme, Inc.
2202 Ellis Road, Suite A
Durham, NC, 27703

Avazyme Project ID: _____

Received by (Print): _____

Received by (Signature): _____

Received Date/Time: _____

Controlled Substance: ☐ Yes ☐ No

Client Prepaid: ☐ Yes ☐ No

Sponsor ID (Controlled Substance only): _____

☐ Controlled Substance photographs taken

To be completed by Client/Sponsor

Analysis Requested	Check all that apply	Comments
Cannabinoid Analysis	<input type="checkbox"/>	
Pesticide Screen	<input type="checkbox"/>	
Mycotoxin Analysis	<input type="checkbox"/>	
Terpene Profile	<input type="checkbox"/>	
Standard Pathogen Panel incl. Mold/Yeast	<input type="checkbox"/>	
Mold/Yeast ONLY	<input type="checkbox"/>	
Heavy Metals	<input type="checkbox"/>	
Residual Solvents	<input type="checkbox"/>	
Density (Liquids & Creams)	<input type="checkbox"/>	
Other (specify)		

Client/Sponsor Sample ID	Sample Description	Avazyme Sample ID	*Gross Weight of Sample (g)	*Weight Verified by (Initial/Date):	*Witness (Initial/Date):	Comments (sample condition, storage, etc.)

*Indicates fields required only for Controlled Substances.

☐ Additional samples are continued on next page.

To be completed by Client/Sponsor

Company (print): _____

To be completed by Receiving Laboratory

Avazyme, Inc.
2202 Ellis Road, Suite A
Durham, NC, 27703

Avazyme Project ID: _____

Controlled Substance: ☐ Yes ☐ No

Sponsor ID (if applicable): _____

Client/Sponsor Sample ID	Sample Description	Avazyme Sample ID	*Gross Weight of Sample (g)	*Weight Verified by (Initial/Date)	*Witness (Initial/Date)	Comments (Sample Condition, Storage, etc.)

**Indicates fields required only for Controlled Substances.*

TERMS AND CONDITIONS FOR AVAZYME, INC.

I. SCOPE OF SERVICES

A. Avazyme will perform the Services requested by Customer. Avazyme does not warrant that any deliverables or results of the Services will satisfy the requirements of any regulatory agencies or any applicable laws, rules or regulations, nor does Avazyme undertake to assume any reporting or other responsibility that Customer may have under applicable law.

B. In the event that any personnel, employees, contractors or agents of Avazyme are required to testify in deposition, in court or before any governmental agency in any litigation or governmental proceeding regarding Customer, Customer's products, or any aspect of Customer's business, Avazyme will be permitted to charge and Customer will pay for the time used to prepare for and give testimony and to otherwise participate in such litigation or governmental proceedings on an hourly or per diem basis, plus out of pocket expenses, in accordance with the fees and expenses normally charged by Avazyme for the services of such personnel.

II. MATERIALS

A. Customer is providing or will provide Avazyme with reasonably sufficient amounts of all compounds, materials or other substances with which to perform the Services, as well as such data as may be required by Avazyme concerning the stability of the materials and any storage and safety requirements.

B. Avazyme need not verify the purity or labeling of the samples and materials provided by Customer. In the event of spoilage, accidental release, or greater than expected consumption, Customer will provide additional test article(s) to Avazyme at no cost to Avazyme.

C. Avazyme shall use the sample and all other materials provided by the Customer to perform the Services. Upon completion of the Services, Avazyme may, but is not required to, destroy any remaining materials or return the materials at Customer or Customer's expense. Avazyme shall not be liable for any loss of, or damage to, samples and materials provided to it by Customer.

III. INDEPENDENT CONTRACTOR

Avazyme shall perform the Services as an independent contractor, and shall have complete and exclusive control over the means of performing the Services. Avazyme shall have complete and exclusive control over its employees and agents. Avazyme and Customer agree that no provision in this Agreement shall be construed to make Avazyme an employee, agent or representative of Customer. Customer shall not hold itself out to third persons as purporting to act on behalf of, or serving as an agent of, Avazyme.

IV. NO WARRANTIES

Avazyme provides the Services and all deliverables on an as-is basis with no warranties, express or implied, including, without limitation, the warranties of merchantability and fitness for particular purposes.

V. CONFIDENTIAL INFORMATION

Avazyme shall not be liable for any disclosure of any information that:

- a. At the time of disclosure by Customer is or thereafter becomes generally known to the public;
- b. Is known to Avazyme at the time of the disclosure;
- c. Is independently developed by Avazyme;
- d. Is necessary for performer of the Services by Avazyme.

VI. DATA

Avazyme may, but is not required, to retain a copy of the Customer's data for

Avazyme's records.

VII. USE OF AFFILIATES OR SUBCONTRACTORS

Avazyme may, in its discretion, use affiliated entities or subcontractors in performing the Services.

VIII. INTELLECTUAL PROPERTY

A. Avazyme possesses certain inventions, processes, know-how and trade secrets, including but not limited to analytical methods, procedures and techniques, that have been developed or acquired by Avazyme independent of this Agreement and the Services. Customer acknowledges and agrees that Avazyme shall retain ownership of all such inventions, processes, know-how and trade secrets, including all modifications or, or improvements to, the same.

IX. USE OF NAMES/PUBLICITY

Customer shall not use Avazyme's name or the names of Avazyme's employees in any advertising or sales promotional material or in any publication without the prior written permission of Avazyme.

X. LIABILITY LIMITATIONS/INDEMNIFICATIONS

A. Avazyme is not responsible for the performance, adequacy, or safety of any compound material, substance, product, or process of Customer. Avazyme is not responsible for Customer's use or reporting of the data or other information generated, and will not be liable for any loss or damage resulting from such use, including but not limited to the destruction of any crops required as a result of the data generated. In no event shall Avazyme's liability in connection with or under this Agreement exceed the amount actually paid by Customer to Avazyme for the services rendered by Avazyme pursuant to this Agreement. CUSTOMER SHALL IN NO EVENT BE ENTITLED TO, AND AVAZYME SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INJURY TO REPUTATION, OR LOSS OF CUSTOMERS.

B. Customer agrees to indemnify and hold harmless Avazyme, its affiliates, and their respective shareholders, directors, officers, employees and agents (the "Avazyme Indemnified Parties") from and against any and all claims, liabilities, damages, and expenses, including, without limitation, attorney's fees and disbursements, incurred by any Avazyme Indemnified Party as a result of or in connection with the Services or this Agreement.

XI. WAIVER

No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, shall be deemed to be or construed as a further or continuing waiver of any such term, provision, or condition or of any other term, provision, or condition of this Agreement.

XII. EXTENT OF AGREEMENT

This Agreement represents the entire contract between Customer and Avazyme. There are no oral or written promises, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties on the subject. All terms and warranties implied into contracts by statute or common law are excluded from this Agreement to the full extent permitted by law.

XIII. INTERPRETATION OF AGREEMENT

This Agreement shall be interpreted in accordance with the laws of North Carolina. Any legal proceedings brought in connection with this Agreement may be commenced only in a federal or state court located in North Carolina, and all objections to personal jurisdiction, venue, and forum non conveniens in any action or proceeding so commenced are hereby waived. As long as service of process is effected as required by any such court, all objections to improper service of process are hereby waived. Should any court find any provision herein to be invalid or contrary to public policy, the provisions not so found shall remain in effect. Customer and Avazyme agree to attempt in good faith to replace any invalid or unenforceable provision of this Agreement with a provision which is valid and enforceable and which expresses as closely as possible the intent of the original provision.