

CONSUMER WELLNESS CENTER LABS	Analytical Services Agreement Standard Terms and Conditions	Page 1 of 5
		Effective: 05/31/16
	Document: CWCLabs-4.4B	Version: 2.0

Analytical Services Standard Terms and Conditions

All analytical services provided by Consumer Wellness Center Labs (“CWC Labs”) are subject to the terms and conditions of this Analytical Services Standard Terms & Conditions (the “Agreement”). Our client (“Client”) understands and agrees that submission of an Analytical Request Form (“ARF”) or substitute to CWC Labs constitutes acceptance of the terms and conditions as stated in this Agreement. To the extent that any Client order contains any terms or conditions that vary from the terms of this Agreement, all such additional or varying terms and conditions shall be of no force or effect and shall not be part of this Agreement, even if CWC Labs performs the service requested.

CONFIDENTIALITY: Confidentiality is maintained by CWC Labs in all interactions with Client. Each party shall protect confidential information (“Information”) of the other party, using the same degree of care, but no less than a reasonable degree of care, as such party uses to protect its own confidential information. Each party shall disclose the other's Information only to its employees or contractors who have a need to know and are bound by obligations of confidentiality.

SAMPLE SUBMISSION: Samples should be submitted to CWC Labs with a completed ARF and shipped to CWC Labs in accordance with the instructions on the ARF. Chemistry project samples will be held for two (2) weeks from the date of the final report, except (1) where samples have been used for testing and fully consumed; (2) where samples are returned early at the request of Client; (3) where storage for the stated amount of time will compromise the integrity of the sample, e.g., chemistry’s fresh produce samples are held for seven (7) days from the date of the final report; or (4) where circumstances exist that prevent samples from being held for the stated amount of time. Client shall reimburse CWC Labs for the cost of returning samples.

PAYMENT TERMS: Payment in full will be made via PayPal at the time of submission of the Analytical Request Form.

RETEST ANALYSES: Retests performed at Client’s request may be charged to Client if the retest confirms the original result. If the retest results are significantly different from the original result, Client will not be charged for the retest.

BILLING: There will be no billing, as payment in full is made prior to the commencement of Analytical Services.

HAZARDOUS SUBSTANCES AND PATHOGENS: Any package containing a sample containing or suspected of containing a pathogen or hazardous substance must be clearly identified as such and communicated to CWC Labs prior to shipping. CWC Labs reserves the right to refuse any shipment or sample that may pose a risk to its employees. Client shall bear all

CONSUMER WELLNESS CENTER LABS	Analytical Services Agreement Standard Terms and Conditions	Page 2 of 5
		Effective: 05/31/16
	Document: CWCLabs-4.4B	Version: 2.0

extraordinary costs for adequate disposal of hazardous waste resulting from the sample(s) submitted, whether or not described as hazardous waste.

LITIGATION: If Client Information is subpoenaed in response to any court of law or regulatory body having jurisdiction, CWC Labs will make best efforts to notify Client in advance of such subpoena deadline and allow Client to take appropriate steps to protect its information. All costs associated with litigation or dispute, including copying and submission of all documents subpoenaed, for oral or written testimony or preparation of same, or for any other purpose related to work provided by CWC Labs in connection with the analyses/reports performed/completed for Client, shall be paid by Client. Such costs include, but are not limited to, hourly charges, travel, accommodations, mileage, counsel and all other expenses associated with said litigation or dispute.

RELATIONSHIP OF THE PARTIES: CWC Labs and Client agree that CWC Labs is an independent contractor to Client and will not act as Client’s employee, agent, representative or sponsor under the terms and conditions stated herein.

WARRANTY: CWC Labs warrants that all services will be performed in a timely manner by competent personnel. CWC Labs makes no warranty as to the results to be obtained by Client from the use of any services or information provided by The NFL under the terms and conditions as stated herein and there are no expressed nor implied warranties of merchantability and fitness for a particular purpose.

RESTRICTIONS ON USES OF LABORATORY RESULTS AND MARKETING CLAIMS: No laboratory results from CWC Labs may be used by client for any marketing or labeling purpose, or for mass public dissemination of any kind, or be placed on any website or social media, or used in any advertisement, press release, or other publicity vehicle, **WITHOUT THE EXPRESS WRITTEN CONSENT OF CWC LABS.**

Permission is granted to client to share laboratory results data in a one-on-one basis in response to direct queries from customers or members of the media. However, no mass distribution of results data is allowed. When sharing such data, client is required to include the lot number of the product that was tested by CWC Labs. Client is strictly prohibited from misleading customers or members of the press by implying that tests conducted on one production lot confer analysis results that apply to all other lots.

Additionally, CWC Labs analysis data does not construe -- and may not be cited as -- any form of "approved" or "certification" or "accreditation" or "validation" of the safety, purity or composition of the products tested. CWC Labs analysis is not an accreditation program. Laboratory results do not constitute "approval" of your products in any way.

Client may not describe products tested by CWC Labs as being approved, certified, accredited, validated or similar terms. Client is additionally prohibited from stating or implying that Client's products have

CONSUMER WELLNESS CENTER LABS	Analytical Services Agreement Standard Terms and Conditions	Page 3 of 5
		Effective: 05/31/16
	Document: CWCLabs-4.4B	Version: 2.0

been "tested by the Health Ranger" or "approved by the Health Ranger" or any similar claim involving the "Health Ranger" or "Mike Adams" or "CWC Labs." **Client Representative's Initials** _____

LIABILITY: Client agrees to indemnify CWC Labs from any loss, damage, cost or expense (including reasonable attorneys' fees), arising from any claim, demand, assessment, action, suit or proceeding occurring as a result of the negligence, gross negligence or intentional misconduct of Client (including any employees, agents and/or subcontractors). Client further agrees to indemnify CWC Labs against all liability, debts, actions, charges or claims arising out of Client's obligations under this Agreement or Client's failure to comply with any statute, regulation, ordinance, or other legal authority.

CWC Labs is not liable, by reason of its performance under this Agreement, for any loss of profits, claims against Client by any third party or any consequential damages even if The NFL is advised of the possibility of such loss, claims or damages. Client agrees that CWC Labs's liability hereunder for damages, regardless of the form of action, shall not exceed the total of all charges paid by Client to CWC Labs for the services rendered.

GOVERNING LAWS and JURISDICTION: Any dispute arising from the relationship between Client and CWC Labs shall be governed and determined by Texas law. Any dispute that arises (whether in contract, tort or both) shall be resolved in the appropriate state or federal court having jurisdiction in Bastrop County, Texas, and the parties expressly waive any right they may have otherwise have to cause any such action or proceeding to be brought or tried elsewhere.

INTELLECTUAL PROPERTY: CWC Labs operates under "need to know" principles within its organization to further protect its clients' information. CWC Labs reserves the right to decline service to a client if the nature of the work presents a potential conflict of interest with other work either currently underway or previously completed for another party. CWC Labs also operates under the principle that the outcome of its work is owned by the receiving client unless previously agreed to in writing between the parties.

FORCE MAJEURE: Neither party shall be liable for damages due to delay or failure to perform any obligation under this Agreement to the extent such delay nor failure results directly or indirectly from circumstances beyond the control of such party. Such circumstances shall include, but shall not be limited to, acts of God, acts of war, civil commotion's, riots, strikes, lockouts, acts of the government in either its sovereign or contractual capacity, perturbation in telecommunications transmissions, inability to obtain suitable equipment or components, accident, fire, water damages, flood, earthquake, or other natural catastrophe.

WAIVERS: No waiver of a breach, failure of any condition or any right or remedy in or granted under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy

CONSUMER WELLNESS CENTER LABS	Analytical Services Agreement Standard Terms and Conditions	Page 4 of 5
		Effective: 05/31/16
	Document: CWCLabs-4.4B	Version: 2.0

will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing so specifies.

SEVERABILITY: Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective will, in that state or country, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.

SUCCESSORS & ASSIGNS: This Agreement will inure to the benefit of, and be binding on, the successors and assigns of CWC Labs and Client.

ENTIRE AGREEMENT: This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties and supersede all prior and contemporaneous understandings or agreements of the parties. No party is relying on any representation or warranty outside those expressly set forth in this Agreement.

PARAGRAPH HEADINGS: All paragraph headings are for convenience only and shall not be construed as a limitation of the scope of the particular sections to which they refer.

Signatures

Client Representative: _____ **Date:** _____
(Signature)

Client Representative: _____
(Printed)

Client Phone Number: _____

Client Fax Number: _____

Client Company: _____
Address: _____

CONSUMER WELLNESS CENTER LABS	Analytical Services Agreement Standard Terms and Conditions	Page 5 of 5
		Effective: 05/31/16
	Document: CWCLabs-4.4B	Version: 2.0

Amendments to Standard Terms and Conditions

Client Representative: _____ **Date:** _____
(Signature)

CWC Labs Representative: _____ **Date:** _____
(Signature)