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**STANDARD TERMS AND CONDITIONS**

Unless otherwise agreed in writing, services provided by ARYTE Bioscience, LLC. (ARYTE) are expressly limited to the terms and conditions stated herein. The terms of any agreement between ARYTE and Client consist solely of the terms set forth herein. ARYTE does not accept any additional or different terms from those set forth herein.

**Confidentiality** - ARYTE will use reasonable efforts to keep documents and information related to Client confidential, provided however, that ARYTE may disclose any such information as required by law. Client shall advise any third party receiving any information about the testing conducted pursuant to this Agreement that such third party is not entitled to rely upon such information. Strict confidentiality is maintained in all of our dealings. Confidentiality agreements, therefore, are signed willingly. In any instance where information is subpoenaed by and must be released to a regulatory or legal body, the client is promptly notified. Likewise, the client agrees to respect all such relationships of trust. Client agrees it will not use ARYTE name and/or data in any manner which might cause harm to the company's reputation and/or business. Under no circumstances is the name of ARYTE to be published -- either alone or in association with that of any other party -- without its approval in writing.

**Prices** - Quotations are available on request. Where quotations are requested, ARYTE may delay initiating the testing until a signed copy of the quotation is received by ARYTE. Where quotations are not requested, Client shall pay ARYTE's normal and customary charges for the services performed.

**Quotations** - ARYTE publishes no price lists. Quotations are available on request. If the client approves the quotation and wishes to begin the testing, signed copy of the quotation is acceptable prior to initiating the testing or a purchase order number will serve as confirmation.

**Payment Terms** - Payment is due upon receipt of samples, except for clients whose credit has been approved in writing by ARYTE. For credit accounts, payment is due upon receipt of invoice. A 1.5% per month finance charge, or the maximum charge allowed by law, whichever is less, will be incurred on invoice(s) 30 days or more past due. For credit accounts, ARYTE may require full or partial payment in advance at any time, and may additionally demand full payment in the event of non-compliance with its payment terms or with any other provision of the Agreement. Client may cancel an order at any time. If Client cancels an order before testing commences, Client shall be responsible for one-half of all fees and costs. If Client cancels after testing commences, Client shall be responsible for all fees and expenses. Payment is due upon receipt of samples for any initial order(s), except for clients whose credit has been established. Some tests will require half payment at the beginning of the study, with the balance due upon completion of the study, before a signed report is issued. ARYTE has the right to ask for payment in advance in the event of non-compliance with our established payment terms. In the event of default in payment for services rendered, the client is responsible for reasonable collection and/or legal expenses. ARYTE reserves the right to hold reports.

**Billing** - All fees are charged or billed directly to Client, and are payable only in United States dollars. The minimum invoice amount is \$50.00. Bills shall not be sent to anyone other than Client for payment unless ARYTE gives its advance written consent to such billing. (Note: ARYTE will not be responsible for the recollecting of samples whose holding times have been exceeded due to late or unauthorized requests for third-party billing). ARYTE may assume that the paperwork submitted with a sample accurately describes the testing protocol desired by Client. Any changes to this protocol must be submitted to ARYTE in writing. However, if changes are requested after the originally requested testing is initiated, Client shall pay for the services performed prior to receipt of the change request. ARYTE shall not be responsible for any consequences resulted from a change in the protocol after a sample is submitted. All requests for changes in the protocol shall be sent to ARYTE marked: "Client Services-URGENT." ARYTE shall attempt to accommodate changes requested by Client, but ARYTE shall have no liability for failure to change the protocol in response to a request. All fees are charged or billed directly to the client.

**Rush Analysis** - Client may request expedited reporting (i.e., immediate analysis of a sample upon receipt) by prearrangement with ARYTE. ARYTE shall be obligated to perform expedited reporting only where ARYTE expressly agrees in advance and in writing to perform this service. ARYTE may add a surcharge for the rapid response service, which surcharge shall not exceed 100% of the fees for the testing services performed, and Client shall pay such surcharge. In addition to such surcharge, Client shall reimburse ARYTE for the costs of special order chemicals or supplies, plus all costs of obtaining such chemicals or supplies. A surcharge is added to the list fee, if rapid reporting is requested; that is, if work must begin immediately upon receipt of the sample. The surcharge will be 25 to 100% of the list fee, depending upon the analysis to be performed. Rush analysis service is offered contingent upon prearrangement with ARYTE.

**Hazardous Wastes** - Unused portions of any sample found or suspected to contain hazardous substances or hazardous waste as defined in any Federal or State law, or regulations promulgated pursuant to such laws, may be returned, at Client expense upon completion of the ARYTE's services. Or charged a \$35 hazardous waste disposal fee. Material Data Safety Sheets shall be supplied for all substances known or suspected to contain hazardous substances or hazardous wastes. All samples and any portion thereof remain the property of Client at all times. Client shall notify ARYTE in advance if samples are known or suspected to contain hazardous substances or hazardous wastes. Unused portions of samples found or suspected to be hazardous according to state or federal guidelines are returned to the client upon completion of the analytical work. These include samples known or suspected to contain hazardous materials as defined by state or federal regulatory agencies. The cost of returning the sample may be invoiced to the client. The sample and portions thereof remain the property of the client at all times.

**Reports** - Unless specified in a report in writing, the test and/or inspection results are not indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products. ARYTE may charge additional fees for customized reports, which differ significantly from ARYTE's typical format. Such additional charges will be made for specific QA/QC report formats, such as data packages or data on storage device. If client requests additional copies of such analytical reports during the retention period, Client shall pay ARYTE usual and customary charges for the preparation and printing of such reports at the time requested. ARYTE prohibits use of its name in connection with any unauthorized conclusions based on its reports without its prior written consent.

**Special Reports** - Additional charges may be necessary for customized reports which differ significantly from the ARYTE format. Additional charges will apply for specific QA/QC report formats, such as data packages or data on storage devices. Please ask for a quotation. (NOTE: No reports or copies thereof will be sent to anyone other than the client unless the client formally requests us to do so in writing).

**Litigation** - All costs associated or in any way relating to any legal proceeding, including arbitration or mediation, or concerning with compliance to any subpoena or other official request for documents, for testimony in a court of law, or for any other purpose relating to work performed by ARYTE, in connection with work performed for that client, shall be paid by the client. Such costs shall include, but are not limited to, hourly charge for persons involved in responding to subpoenas, travel and accommodations, mileage, attorneys' preparation of testimony and advice of counsel in connection with response to subpoenas, and all other expenses deemed reasonable and associated with said litigation. In the event that collection is necessary, Client agrees to pay all reasonable fees necessary to collect any debt owed to ARYTE for work performed.

**Warranty and Limits of Liability** - In accepting analytical work, we warrant the accuracy of test results for the sample as submitted. The foregoing express warranty is exclusive and is given in lieu of all other warranties, expressed or implied. We disclaim any other warranties, expressed or implied, including a Warranty of Fitness for Particular Purposes and Warranty of Merchantability. We accept no legal responsibility for the purposes for which the client uses the test results. No purchase order or other order for work shall be accepted by the company which includes any conditions that vary from the above described Standard Terms and Conditions, and ARYTE hereby objects to any conflicting terms contained in any acceptance or order submitted by client.

**Indemnity** - Client shall defend, protect, indemnify and hold harmless ARYTE (including all officers, directors, agents, employees or representatives of ARYTE or its affiliated companies) against all claims, demands, causes of action, suits, damages, liabilities, judgments, losses, and expenses (including reasonable attorney's fees, court costs, expert witness fees, and other costs of litigation whether incurred for an indemnified party's primary defense or for the enforcement of its indemnification rights) which may be incurred by an indemnified party or by any third person on account of (i) any personal injury, disease or death to any person, damage to or loss of property, or money damages or other relief owed to any third party, and any fines, penalties, environmental assessment or response costs, or injunctive obligations arising out of, in connection with or related to this agreement, except where caused by the sole negligence or willful misconduct of ARYTE; (ii) any breach of representation, warranty or covenant of Client contained in this Agreement; and (iii) any and all costs and expenses incurred in responding to legal process from a third party with respect to any matter related to this Agreement.

**Warranty** - ARYTE warrants the accuracy of the tests results within normal tolerances for the sample as submitted. ARYTE has not given Client any other express warranties or representations regarding the test results. Client waives all warranties implied by law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

**Limitation of Liability** - ARYTE shall not be responsible for any consequential, indirect, exemplary, or punitive damages incurred by Client in connection with or in any way related to this Agreement. The liability of ARYTE to Client pursuant to, in connection with, or related to this Agreement shall be limited to the fees paid by Client to ARYTE pursuant to this Agreement.

**Force Majeure** - Whenever performance by ARYTE is delayed or prevented by occurrences beyond the reasonable control of ARYTE, including without limitation, acts of God, fires, floods, explosions, riots, war, rebellion, sabotage, delays in receiving governmental permits or other approvals, strikes or the concerted acts of workers not employees of ARYTE, ARYTE shall be excused from performance hereunder during the period of such force majeure. Notwithstanding the foregoing, ARYTE shall not be obligated to settle any strike or labor disturbance against its will.

**Equal Opportunity/Affirmative Action Notice** - ARYTE is an equal opportunity/ affirmative action employer and complies with all the regulations of executive order 11245 and the regulations promulgated thereunder.

**Contracts** - All contracts are subject to review and approved by ARYTE's legal counsel and must be signed by a corporate officer.

**Solicitation of Employees**-Client acknowledges that ARYTE has invested significant time and money in recruiting and training its employees and that ARYTE would incur additional time and money in recruiting, hiring and training a replacement in the event that client solicits and hires a ARYTE employee. Therefore, client and ARYTE agree that should client, at any time within two(2) years after these Standard Terms and Conditions are agreed to by client, directly or indirectly solicit for employment and hire any employee of ARYTE, client shall pay to ARYTE one (1) year of the employee's compensations with ARYTE. The parties agree that such one (1) year of compensation approximates the costs that would be incurred by ARYTE in the event of client's solicitation and hire of a ARYTE employee.

**Retention of Samples** - Except as otherwise provided herein, after the results have been reported, samples are routinely retained in our storage facilities according to our normal schedule, which will be furnished to Client upon request. Prior arrangements must be made if samples are to be held for periods longer than those indicated, although ARYTE retains the unfettered discretion to discard any sample after completion of tests, if Client does not request its retention, ARYTE may hold some or all of the samples and charge a fee for such retention and/or storage. If ARYTE retains and/or stores such sample, it will bill Client no less frequently than monthly. After the results have been reported, samples are routinely retained in our storage facilities according to the following schedule. Prior arrangements must be made if samples are to be held for periods longer than those indicated. ARYTE may charge a monthly fee for long-term storage.

**Retention of Reports** - After analytical results have been reported to client, ARYTE shall retain copies of such analytical reports and raw data for a period of seven(7) years, after which such reports will be destroyed. If client requests additional copies of such analytical reports during the retention period, an additional charge will apply for the preparation and printing of such reports.

**Conflicting Terms** - Any preprinted terms contained or referenced on Client's purchase order or similar instrument, whether contradictory to the terms appearing herein or otherwise, are rejected by ARYTE, and the terms and conditions appearing herein shall apply unless ARYTE expressly and intentionally agrees in writing to modify them or any of them. Shipment of sample(s) to ARYTE shall be deemed acceptance of these terms and conditions to the exclusion of all others not expressly agreed to by ARYTE.

**Entire Agreement** - This Agreement constitutes the entire agreement of the parties with respect to this transaction, and supersedes all prior negotiations, statements, representations, discussions, correspondence, offers, agreements, and understandings relating to this transaction.

**Use of ARYTE Name** - Client shall not use the name ARYTE Bioscience, LLC, or use any other reference to ARYTE in any publicity, marketing effort or the like without the express written consent of ARYTE.

**Miscellaneous** - Client is responsible for procuring at its cost, insurance protecting the value of its property and samples. Time is of the essence to the performance of this Agreement. This Agreement shall be governed and construed in accordance with the substantive laws of the State of California, without regard to rules concerning conflicts of laws which would direct the application of the substantive laws of another state. This Agreement may be modified or amended only by a writing signed by both parties. Neither ARYTE nor Client shall be deemed to have waived any claim, right, defense or offset arising under this Agreement or at law unless such waiver is set forth in writing and signed by the authorized representative of the waiving party. Any claim arising under or related to this Agreement shall be brought only in the appropriate court of the State of California in and for San Diego County.