

ACCOUNT SETUP INSTRUCTIONS



I. FORMS

1. Please review and complete the attached **Service Agreement, Business Account Application, and Mutual Confidentiality Agreement.**
2. Return completed forms to Alkemist Labs by email to Bryan@alkemist.com and Jacqueline@alkemist.com

II. PAYMENT TERMS

1. New clients are placed on pre-paid payment terms with credit card on file. If a credit card is not provided a check or wire transfer **MUST** be received before testing begins. Invoicing will occur upon receipt of samples.
2. **Checks** should be made payable to:
Alkemist Labs, Inc.
12661 Hoover St.
Garden Grove, CA 92841
3. **Domestic Wire** Instructions:
Beneficiary's Financial Institution:
First Choice Bank
17785 Center Court Drive, Suite 750, Cerritos, CA 90703
ABA Number: 122243994
Beneficiary Credit to:
Alkemists Pharmaceuticals A California Corporation, DBA Alkemist Labs
12661 Hoover St, Garden Grove, CA 92841
Beneficiary Account Number: 1005001266
4. **International Wire** Instructions:
FIELD 56A INTERMEDIARY INSTITUTION:
Pacific Coast Banker's Bank
San Francisco, CA 94104
SWIFT CODE: PCBBUS66
ABA Number: 121042484
FIELD 57D ACCOUNT:
First Choice Bank
17785 Center Court Drive, Suite 750, Cerritos, CA 90703
Account Number: 122243994
FIELD 59 BENEFICIARY CUSTOMER:
Name: Alkemists Pharmaceuticals A California Corporation DBA Alkemist Labs
Address: 12661 Hoover St, Garden Grove, CA 92841
Account Number: 1005001266
A wire transfer fee of \$45 will be added to your invoice for international transfers.

III. SAMPLE SUBMISSION

1. A Sample Submission Form must be completed and submitted prior to analysis or upon sample receipt.
2. Turnaround time starts once all required sample information has been obtained.
3. Samples should be sent to:
Alkemist Labs, Inc.
attn: Sample Receiving
12661 Hoover St.
Garden Grove, CA 92841



ALKEMIST LABS

Alkemist Labs Business Account Application					
To comply with the Federal and State Law, we are seeking your taxpayer identification number along with other pertinent information.					
Business Contact Information					
Company Name:				Federal Tax ID#:	
Phone:		Fax:		Email:	
Registered Company Address:					
City:		State:		Zip Code:	
Date Business Commenced:					
Sole Proprietorship: <input type="checkbox"/> Partnership: <input type="checkbox"/> Corporation: <input type="checkbox"/> Other:					
Accounting Contact Information					
Accounting Contact Title:					
Name:		Best Way to Contact:		Phone: <input type="checkbox"/> Email: <input type="checkbox"/> Either: <input type="checkbox"/>	
Phone:		Fax:		Email:	
Accounting Address: Same as Above <input type="checkbox"/>			Company Name: Same as Above <input type="checkbox"/>		
Company Name:					
Accounting Address:					
City:		State:		Zip Code:	
Payment Information					
Payment Method: Credit Card <input type="checkbox"/> *Check <input type="checkbox"/> **Wire Transfer <input type="checkbox"/> ACH/Direct Deposit <input type="checkbox"/>					
*IF A CREDIT CARD IS NOT PROVIDED, PAYMENT MUST BE RECEIVED AT THE TIME OF ORDER SUBMISSION ** For Wire Transfers refer to Account Setup Instructions for information					
American Express: <input type="checkbox"/>		Discover: <input type="checkbox"/>		MasterCard: <input type="checkbox"/> Visa: <input type="checkbox"/>	
Card Holder's Name:					
Account Number:				Exp. Date:	
Billing Address:					
City:		State:		Zip Code:	
Agreement					
<ol style="list-style-type: none">1. New Accounts are on pre-paid terms and require payment prior to work commencing.2. Invoice for established accounts are to be paid in the designated time period from the date of the invoice.3. Claims arising from invoices must be submitted within 7 working days.4. By authorizing this application you accept the above conditions and authorize Alkemist Labs to make inquiries to the business information provided.					
Signatures					
Title:			Date:		
Signature:			Name:		

SERVICE AGREEMENT



This Service Agreement ("Agreement") is made this _____ day of ____201____, by and between Alkemists Pharmaceuticals (DBA Alkemist Labs), a California corporation, whose principal place of business is located at 12661 Hoover St., Garden Grove, CA 92841 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 the 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. Following the analysis, Alkemists Labs will 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, or following twenty four (24) months elapsed with no Services having been provided. Sections 7 – 10 shall survive termination of the Agreement.

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 by Customer. Customer warrants that the information provided in the Business Account Application and Service Agreement is correct and complete. Customer will promptly notify Alkemist Labs of any changes in the information contained on the Application. A copy of the Sample Submission form is available on the website (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 is for the exclusive use of Customer and any dissemination or disclosure is prohibited without the prior consent of Alkemist Labs. Customer shall not alter, modify, revise or abstract the Report in any manner. Customer acknowledges that unless it has validated or verified its 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 EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR OTHER INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT

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OF THE SERVICES, EVEN IF A PARTY 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 or any breach of this Agreement by Customer.

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 Section 7 above.

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 law provisions thereof. This Agreement, the Account Set-Up Instructions 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

: _____

CONFIDENTIAL DISCLOSURE AGREEMENT



THIS AGREEMENT is made this ____ day of _____, 201__, and is effective upon the date of first disclosure or signing, whichever occurs first, between the _____ (hereinafter "Contractor") located at _____, and Alkemist Labs, Inc. with its principal place of business located at 12661 Hoover St., Garden Grove, CA 92841 (hereinafter "Company").

WHEREAS, the parties hereto, wish to explore a mutually beneficial relationship, and in so doing, may disclose to each other certain non-public confidential and proprietary information pertaining to products and business, as set forth below.

NOW THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. For purposes of this Agreement, "Confidential Information" shall mean all non-public and proprietary information which has been or will be disclosed by one party, or one of its affiliates, to the other, or one of its affiliates, whether set forth orally or in writing relating to their respective business interests, technical information, clinical data, product specifications, product development plans and ideas, marketing plans and ideas, manufacturing information or business operations. The purpose of such disclosure shall be for the Parties to explore a mutually beneficial relationship.
2. The parties hereby agree that the following shall not be considered Confidential Information subject to this Agreement:
 - a) Information which, prior to the time of disclosure, is in the public domain;
 - b) Information which, after disclosure becomes part of the public domain by publication or otherwise, provided that such publication is not in violation of this Agreement or, to receiving party's knowledge, any other confidentiality agreement;
 - c) Information that the receiving party can establish in writing was already known to it or was in its possession prior to the time of disclosure and was not acquired, directly or indirectly, from the disclosing party;
 - d) Information that the receiving party lawfully received from a third party, provided however, that such third party was not obligated to hold such information in confidence;
 - e) Information that was independently developed by the receiving party without reference to any Confidential Information as established by appropriate documentation; and
 - f) Information that the receiving party is compelled to disclose by a court or other tribunal of competent jurisdiction, provided however, that in such case the receiving party shall immediately give as much advance notice as feasible to the providing party so that the providing party may seek a protective order or other remedy from said court or tribunal. In any event, the receiving party shall disclose only that portion of the Confidential Information that, in the opinion of its legal counsel, is legally required to be disclosed and will exercise reasonable efforts to ensure that any such information so disclosed will be accorded confidential treatment by said court or tribunal.

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3. The receiving party shall not use nor disclose to any third party Confidential Information for any purpose other than for the purposes set forth in this Agreement. The parties hereby agree to hold in strictest confidence any and all Confidential Information disclosed by one party to the other under the terms of this Agreement and shall use such information solely for the purpose of evaluating a potential business relationship and if a business relationship is consummated, carrying out such business relationship.
4. The receiving party will not disclose any such Confidential Information to any person other than to its employees, agents, consultants, directors and officers that have a need to know such information to effectuate the purpose of this Agreement and that such employees, agents, consultants and officers shall be informed of this Confidentiality Agreement and shall be bound by at least as restrictive terms as those contained in this Agreement.
5. Upon written request of the disclosing party, the receiving party shall return promptly to the disclosing party (or, at the receiving party's option, destroy) all Confidential Information furnished to it, including any copies thereof and notes, extracts, or derivative materials based thereon (provided that if the receiving party so opts to destroy, the receiving party shall confirm such destruction in writing to the disclosing party); and until this Agreement is terminated or until the expiration of the confidentiality obligations set forth in this Agreement, shall keep confidential and not use in any way detrimental to the disclosing party any analyses, compilations, studies or other documents which reflect any of the Confidential Information. Notwithstanding the foregoing provision, the legal counsel of both parties may retain one copy of Confidential Information in its confidential files solely for archival purposes.
6. Title to, and all rights emanating from the ownership of, all Confidential Information disclosed under this Agreement shall remain vested in the disclosing party. Nothing herein shall be construed as granting any license or option, in favor of the receiving party, in such Confidential Information under any patent, copyright and/or any other rights now or hereafter held by the disclosing party in or as a result of such Confidential Information other than as specifically agreed upon by the parties.
7. Confidential Information shall remain subject to this Agreement for a period of two (2) years beyond the date of disclosure or generation of such Confidential Information.
8. The execution and performance of this Agreement does not obligate the parties to enter into any other agreement or to perform any obligations other than as specified herein.
9. The receiving party agrees that the disclosure of Confidential Information to any third party without the express written consent of the disclosing party may cause irreparable harm to the disclosing party, and that any breach or threatened breach of this Agreement by the receiving party will entitle the disclosing party to seek injunctive relief, in addition to any other legal remedies available to it, in any court of competent jurisdiction.

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- 10. No failure or delay by the disclosing party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder.
- 11. The parties hereby agree that this Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and/or contemporaneous agreements and understandings between the parties with respect to the handling of Confidential Information, whether written, oral, visual, audio or in any other medium whatsoever. This Agreement shall be governed by the laws of the State of California without reference to its conflict of laws rules. This agreement may not be amended or in any manner modified except by a written instrument signed by authorized representatives of both Parties. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.
- 12. This Agreement shall be binding on each party's successors and assigns.
- 13. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Company: _____	Company: <u>Alkemist Labs</u> _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____