



# ALKEMIST LABS

12661 Hoover St.  
Garden Grove, CA 92841

## Account Set Up and General Policy Information

Please read the below instructions to help you setup an account at Alkemist Labs and information about our general policies. Please reach out to your account representative with any questions.

### Steps to Setup an Account with Alkemist Labs

- Please review and complete this form as well as the attached **Business Account Application, Credit Card Authorization Form, Service Agreement, and Confidentiality Agreement**
- Return completed forms by emailing [Sales@alkemist.com](mailto:Sales@alkemist.com) and [ClientServices@alkemist.com](mailto:ClientServices@alkemist.com)

### Shipping Instructions

- Send all samples along with a completed submission form to:  
Alkemist Labs, Attn. Sample Receiving, 12661 Hoover St., Garden Grove, CA 92841
- Please send shipment tracking information to [Tracking@alkemist.com](mailto:Tracking@alkemist.com).
- Same day and 1 day rush samples must be sent for early am delivery for timely processing.

### Standard & Rush Turnaround Times

- Routine Qualitative analysis by Microscopy and HPTLC = 4 business days.
- Routine Quantitative analysis (HPLC, GC, etc.) = 10 business days.
- Standard turnaround times are subject to change based on project or request.
- Rush services are available at an additional fee. Total cost = (Analysis fee) x (rush multiplier).

Qualitative analysis by Microscopy or HPTLC		Quantitative analysis by HPLC, GC, etc.	
Turnaround time	Multiplier	Turnaround time	Multiplier
STANDARD 4 business days	Standard	STANDARD 10 business days	Standard
Rush 3 business days	2.5x	Rush 5 business days	2x
Rush 2 business days	2.75x	Rush 3 business days	2.5x
Rush 1 business days	3x	Rush 2 business days	2.75x
Same-Day Rush (SDR)	3.5x	Rush 1 business days	3x

### Cancellation Policy

- Sample testing can be cancelled within 48 hours of receipt of the sample at Alkemist Labs.
- Rush testing requests cannot be cancelled after the order is processed by Alkemist Labs.

### Reporting Policy

- Certificate of Analysis (COA) will be delivered electronically via email to the address listed on each sample submission form.

### Billing Practices and Payment Terms

- All new clients are placed on pre-paid terms and must have a valid credit card on file for future payments.
- A signed sample submission form is authorization for Alkemist Labs to charge your account per the payment method listed on your account.
- Order invoicing and credit card charges will occur upon receipt of samples.
- Past due invoices can cause a delay in initiation, completion, and reporting of orders.
- A copy of the paid invoice will be sent after the payment is processed. If a copy of the paid invoice is not received or if an additional copy is required, please request a copy from [Accounting@alkemist.com](mailto:Accounting@alkemist.com).
- After a payment history is established, net terms may be available after a credit review.
- Alkemist allows third party billing. Written approval by the payment party must be documented per order.

COMPANY NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

By signing, I acknowledge that I have fully read and understood the above. For additional information about Alkemist Labs Terms and Conditions of Service, please visit - <http://www.alkemist.com/terms>.



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## Client Contact Information

The purpose of this document is to ensure Alkemist Labs has accurate company and contact information. Please complete all fields.

**Please complete the below:**

Company Information	
The information below will be displayed on Alkemist test reports and must match your completed Sample Submission Form. Any requested changes to company name and billing details will require new account paperwork.	
Company Name	
Company Address	
Billing Address	
Parent Company (if applicable)	

Primary Contact Information	
Name	
Title	
Phone	
Email	

Secondary Contact Information	
Name	
Title	
Phone	
Email	

Accounts Payable Contact Information	
Name	
Title	
Phone	
Email	



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## Credit Card Payment Authorization Form

Please complete all fields. This authorization will remain in effect until cancelled.

### Please complete the below:

I \_\_\_\_\_ authorize Alkemist Labs to charge my credit card  
(full name)  
indicated below for laboratory services. I understand that my information will be saved on file for future transactions on my account.

Account Type:	<input type="checkbox"/> Visa	<input type="checkbox"/> MasterCard	<input type="checkbox"/> AMEX	<input type="checkbox"/> Discover
Company Name				
Cardholder Name				
Credit Card Number				
Expiration Date				
CVV Code				
Billing Address				
City, State				
Zip Code				
Email Address				
Phone Number				

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

I authorize Alkemist Labs to charge the credit card indicated in this authorization form according to the terms outlined above and approve that a completed sample submission form is authorization for Alkemist Labs to charge this card per order on an ongoing basis. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the Alkemist Labs Terms and Conditions of Service, which can be found at <http://www.alkemist.com/terms>.

## SERVICE AGREEMENT



This Service Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_ 20 \_\_, 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<sup>TM</sup> 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](http://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: \_\_\_\_\_, 20\_\_

**ALKEMIST LABS**

**By:**

\_\_\_\_\_

**Name:**

\_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

**CUSTOMER:**

**By:**

\_\_\_\_\_

**Name**

: \_\_\_\_\_

## CONFIDENTIAL DISCLOSURE AGREEMENT



**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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.

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.

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