



Testing Services Agreement **Terms & Conditions**

1. The following are the Terms and Conditions upon which Therapeutic Health Choice (“Company”) agrees to perform at the request of a Michigan-licensed cultivator or producer (“Buyer”) the requested testing (“Services”) on samples of harvested marihuana or marihuana products (“Product”) pursuant to the Michigan Medical Marihuana Facilities Licensing Act, 2016 PA 281, MCL 333.27101, *et seq.* (“MMFLA”) or Michigan Regulation and Taxation of Marihuana Act, 2018 IL 1, MCL 333.27951, *et seq.* (“MRTMA”), together with all related rules, regulation, guidance, or instruction of the Michigan Cannabis Regulatory Agency (“CRA”) (the foregoing collectively the “State Cannabis Laws”). To the extent consistent with Section 18, these Terms and Conditions also apply to personally owned marihuana or marihuana products submitted for testing by an individual 21 years of age or older. Provisions and conditions of Buyer’s purchase of the Services which are in any way inconsistent with or in addition to the provisions of these Terms and Conditions shall be inapplicable and not be binding upon Company unless specifically agreed to by Company in writing signed on behalf of Company by its authorized representative. No contract shall be formed until Company has obtained samples in accordance with Section 3.

2. SUBMISSION OF ORDER. Buyer shall complete the following process in order to submit an order to request the Services from Company:

(A) Apply for an account using the link on Company’s website or in person at the Company’s physical location:

(B) Email or physically provide to Company a copy of all of Buyer’s required State licenses required to own, grow, or process the Product (“License”) at info@thchoice.com or 903 N. Euclid Ave., Bay City, MI 48706

(C) Fill out and submit the Chain of Custody and order form on paper or through the Company’s online client portal. In doing so, Buyer shall designate the type of testing to be performed, i.e., specific test panels and whether the testing is being performed as initial compliance testing, retesting or research and development testing.

(D) By using the Confident Cannabis online portal, the Buyer must agree to the Terms of Service for Confident Cannabis which do not supersede or infringe upon the Terms and Conditions described here.

3. SAMPLING PROCESS. Buyer shall cooperate with Company to schedule sampling to be performed by Company at Buyer’s licensed establishment. Buyer shall ensure that proper personnel will be on-site to escort Company’s employees, observe the sampling activities, comply with the State Cannabis Laws, and fulfill the following obligations:

(A) Buyer shall not interfere or prevent Company personnel from complying with State Cannabis Laws.

(B) Buyer shall have Product batches readily available for sampling and shall provide Company personnel access to the entire batches of Product being tested.

(C) An employee of Buyer shall be physically present to observe Company personnel collect the samples of Product for testing and shall ensure that the sample increments are taken from throughout the batch(es).

(D) Employees of Buyer shall neither assist Company personnel nor touch the Product or the sampling equipment while Company personnel are obtaining the sample.

(E) An employee of Buyer shall sign and date the chain of custody form, attesting to the following sample information: (i) marihuana product name, (ii) weight of marihuana product, (iii) that all marihuana products and samples are correctly identified in the statewide monitoring system, and (iv) if the product test sample is being obtained for a retest, that the product is not prohibited from being retested.

(F) Buyer shall enter in the statewide monitoring system the Product test sample that is collected by Company, including the date and time the Product is collected and transferred.

(G) Buyer shall follow any additional guidance published by the CRA concerning chain of custody documentation.

4. ACCEPTED PRODUCT. Only after receipt of samples at Company’s facility with the appropriate labels will Company consider the Product Accepted (“Accepted”). The Company may reject any Product for any reason at its discretion, including without limitation for non-compliance with these Terms and Conditions. After Company has Accepted the Product, no changes may be made to the order without Company’s written consent.

5. TRANSFER OF TITLE AND PRODUCT DISPOSAL. The Buyer shall be responsible for all title, liability, damage, and risk of loss of the Products until it is Accepted by Company at its facility. After the Product is Accepted, it becomes the sole property of the Company to use or dispose of at its sole discretion, in compliance with State Cannabis Laws.

6. PAYMENT. The Company shall issue an invoice after it performs the Services, and the terms are Net 30 days from the date of the Company’s invoice. Late payments are subject to a 5% per month late charge. Failure to pay invoices within 60 days forfeits any discounts that may have been applied to Account or Services and Buyer will be notified in writing an intent to send to collections. Failure to pay invoices or arrange payment plans

in writing within 90 days will result in the account being submitted for collection. By soliciting services from The Company, the executive officer or employee in charge of operations of Buyer is agreeing to a Personal Guarantee for the total invoiced amount in the case of Buyer non-payment and subsequent collection actions.

7. **PRICING CHANGES.** All pricing is subject to change at any time and without notice. Changes will not be applicable to existing orders which have been accepted and approved by The Company prior to the date of change unless otherwise agreed to in writing. Rush processing on some Services is available, for an additional fee, but any such rush processing must be confirmed as Accepted by the Company, in writing, to apply.

8. **CANCELLATIONS.** In the event Buyer cancels Buyer's order in whole or in part, or such contract is cancelled by Company because of default by Buyer, then Buyer shall pay Company by reason of such cancellation or default for all damages sustained, including completed Services, shipped or unshipped Products, at the current price applicable to the total quantity completed or uncompleted at time of default.

9. **BUYER'S LICENSE.** Buyer represents and warrants that he/she/it has all of the consents, approvals, licenses, permits or authorizations necessary by any governmental authority to request the Services and own the Product, and that Buyer's actions in relation to the Services are in compliance with State Cannabis Laws.

10. **DISCLAIMER.** The Services are provided "as is" and "as available" with all faults and without warranties of any kind. COMPANY HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO OTHER PERSON, FIRM OR CORPORATION IS AUTHORIZED TO ASSUME FOR THE COMPANY ANY OTHER LIABILITY IN CONNECTION WITH THESE TERMS AND CONDITIONS.

11. **LIMITATIONS OF LIABILITY.** In no event shall Company be liable for indirect, incidental, consequential, special, or punitive damages of any kind or nature arising out of or relating to these Terms and Conditions or connected with or resulting from the Services, whether such liability is based on contract, tort, negligence, strict liability or otherwise, even if such party had been warned of the possibility of such damages. The cumulative liability, if any, of Company for direct damages arising under any provision of these Terms and Conditions or any contract formed pursuant hereto and under any theory of liability with respect to the Product or Services is limited to an amount not to exceed the price paid by Buyer for the particular Services giving rise to the liability. The right to recover damages within the limitations specified in this Section 10 is Buyer's exclusive alternative remedy in the event any other contractual remedy fails in its essential purpose.

12. **FORCE MAJEURE.** Company will not be in default with respect to these Terms and Conditions or any contract formed pursuant hereto because of any failure or delay if the failure or delay is due to any occurrence beyond its reasonable control, including acts of God, acts of government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, civil commotion, war or war-like operation, acts of terrorism, invasion, military or usurped power, sabotage, and severe weather condition.

13. **INDEMNIFICATION.** Buyer hereby specifically agrees to hold Company harmless and indemnify Company against any and all claims for damages or profits, and for all costs and reasonable attorney's fees incurred by Company resulting from any claim, suit or suits arising from any Services, Product claims, or Buyer's representation and warranty in Section 9 (Buyer's License).

14. **INDEPENDENT CONTRACTOR/NO AGENCY.** The relationship between Company and Buyer shall be that of independent contractor and nothing in these Terms and Conditions shall in any way be construed to constitute Buyer as an agent, employee, or representative of the Company or Company as an agent, employee, or representative of Buyer.

15. **ASSIGNMENT.** The Buyer shall not assign in whole or in part any of its rights and obligations with respect to these Terms and Conditions or any contract formed pursuant hereto without the express written consent of Company.

16. **ATTORNEYS' FEES.** If Company retains legal counsel to enforce any of these Terms and Conditions or to recover damages from Buyer arising from Buyer's breach of these Terms and Conditions, then Buyer shall pay Company's reasonable attorneys' fees together with cost of suit at both trial and appellate levels.

17. **APPLICABLE LAW; JURISDICTION.** These Terms and Conditions shall be governed by and construed in accordance with the internal laws of the State of Michigan, without regard to its conflict of laws principles or rules of construction concerning the draftsman hereof. Any controversy, claim or dispute arising out of or relating to this Agreement or the relationship, either during the existence of the relationship or afterward, between the parties hereto, their assignees, affiliates, attorneys, or agents, shall be litigated solely in the state courts of the State of Michigan, and shall not be submitted to federal courts. Each Party (1) submits to the jurisdiction of such court, and (2) waives the defense of an inconvenient forum.

18. **TESTING FOR INDIVIDUALS.** Individuals 21 years of age or older may obtain Services from Company with respect to marijuana or marijuana products legally possessed by the individual ("Personal Product"), under Terms and Conditions sections 2(A) and (D), 4, 5, 11-17, and 19. An individual requesting Personal Product testing must submit the minimum quantity of Personal Product requested by Company. An individual requesting Personal Product testing may not do so on behalf of any person or entity other than that individual. Payment for Personal Product testing is due at the time of submission.

19. **AGREEMENT.** By placing an order with Therapeutic Health Choice, Buyer acknowledges the terms and conditions above and agrees to all enclosed conditions as stated.