

SUNRISE CLINICAL LAB

26-32 Ball Street, Irvington, NJ 07111

Phone: 973-474-3004 | Fax: 973-848-1238 | Email: info@sclcannabis.com

Testing Services Agreement

Background

Sunrise Clinical Lab operates a licensed and certified laboratory in compliance with all applicable federal,

state, and local regulations to conduct testing services specifically related to cannabis products.

The Customer wishes for Sunrise Clinical Lab to provide cannabis product testing services for items such as cannabis flower,

concentrates, and infused products ("Samples") under the conditions outlined in this agreement.

In acknowledgment of the mutual agreements and promises contained within, the parties agree as follows:

1. Provision of Services

Orders for testing ("Orders") will be placed by the Customer for Sunrise Clinical Lab to process and analyze Samples. Except for necessary information required to fulfill an Order, additional terms included by the Customer in an Order are considered non-binding unless agreed otherwise in this Agreement. Sunrise Clinical Lab is only responsible for fulfilling Orders within New Jersey.

2. Fees and Payments

The fees for services are listed in Schedule A, with payment due 30 days from the invoice date. All

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payments are to be made in U.S. Dollars. Sunrise Clinical Lab will not incur expenses billable to the Customer unless pre-approved.

3. Agreement Term and Termination

This agreement is effective for one year from the date of signing, with an option for automatic annual renewal unless either party provides 30 days' notice of termination.

4. Intellectual Property Rights

Each party retains ownership of their intellectual property, and no rights, titles, or interests are transferred under this agreement. Sunrise Clinical Lab grants the Customer a limited license to use its marks for specific purposes related to Testing Reports as outlined herein.

5. Warranties

Both parties confirm their authority to enter this agreement and meet the necessary legal qualifications. Sunrise Clinical Lab guarantees compliance with applicable regulations and standards during the performance of testing services.

6. Confidentiality

All information shared under this agreement will be protected as confidential by both parties, except as legally required. Sunrise Clinical Lab will not publish testing results without Customer approval.

7. Liability Limitations and Indemnity

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Neither party is liable for indirect, incidental, or special damages, and the liability of Sunrise Clinical Lab is limited to amounts paid by the Customer in the six months preceding any claim. Each party will indemnify the other against breaches of this agreement and violations of applicable laws.

8. Miscellaneous

This agreement is governed by New Jersey law, with any disputes resolved in New Jersey courts. Neither party has authority to bind the other, and the agreement is non-exclusive, allowing either party to engage with others for similar services.

By executing this document, Sunrise Clinical Lab and the Customer agree to the terms and conditions of the Testing Services

Agreement as redefined above for cannabis testing services.