

## GENERAL TERMS AND CONDITIONS OF SERVICE

1. **TERMS AND CONDITIONS.** These Terms and Conditions ("T&C") apply to any services purchased by you ("BUYER") from Great Plains Analytical Laboratory, Inc. as a seller or provider of those services ("SELLER"). SELLER's performance of any services ("Services") to or on behalf of BUYER, whether or not in connection with any purchase order, service order or other contract method utilized for requesting services from SELLER (each, an "Order"), is expressly subject to these T&C notwithstanding any other agreement (oral or written), document or other writing to the contrary. Any additional, conflicting, or different terms or conditions set forth in any invoice, in any acknowledgment of any Order, or in any other writing, shall, unless expressly superseding these T&C by reference to the particular term to be overridden, have no effect and are hereby rejected. BUYER may refer to SELLER's website to further reference these T&C. By placing an Order or sending a product sample (a "Sample") with respect to which SELLER shall supply Services, BUYER agrees to be bound by these T&C and further agrees that all Samples comply with all applicable local and federal laws and are consistent with any documentation or specifications supplied by BUYER in connection therewith.
2. **ORDER SPECIFICATIONS.** SELLER shall perform the Services in accordance with the specifications set forth in the applicable Order. BUYER shall not have the right to modify the Order once it is placed unless agreed to in writing by SELLER. Any such change in the Order may be subject to a price adjustment by SELLER in order to reflect any resulting increases or decreases in SELLER's costs for performing the Services. Notwithstanding the foregoing, to the extent BUYER supplies the Samples for the Order, SELLER shall be entitled to perform the Services using such Samples without conducting any quality assurance or other testing and BUYER agrees that SELLER shall not be in default hereunder if the Samples do not meet certain specifications or do not comply with Federal Food and Drug Administration, or other federal or governmental, guidelines or requirements due to such Samples.
3. **GOVERNING LAW.** Any Order and its performance shall be construed according to the laws of the State of Missouri, without reference to its conflicts of laws rules. Venue for any action or proceeding related to the Order or these T&C shall be exclusively within the applicable courts residing in Jackson County, Missouri.
4. **ACCEPTANCE.** The commencement of performance of any Services under an Order without written objection from SELLER constitutes acceptance of an Order.
5. **CANCELTION/TERMINATION.** SELLER reserves the right to cancel any portion or all of an Order. SELLER may also terminate an Order, or any part thereof, at any time for its own convenience.
6. **PERFORMANCE OF SERVICES.** SELLER shall be an independent contractor and not an employee or agent of BUYER. Unless otherwise specified, SELLER shall furnish all necessary labor, supervision, services, material, supplies, tools and equipment, and shall complete any Services hereunder in compliance with the terms of an Order and with all applicable federal, state and local laws, rules and regulations. In performing any Service, SELLER shall employ, or cause to be employed, on or in connection with the performance of the Order, only persons who are fit and skilled in the work assigned; and SELLER shall use equipment that is safe to operate and meets governmental requirements and applicable law.
7. **MATERIALS.** BUYER shall timely provide SELLER with any and all samples and other raw materials (including, but not limited to, products containing cannabidiol ("CBD") and other ingredients) (collectively, "Samples"), as well as containers, labels and any other items needed for SELLER to perform the Services") so as to comply with the Order (collectively with any Samples, the "Materials"). All Materials provided by BUYER to SELLER shall comply with, and be in compliance with upon delivery to BUYER, any and all applicable federal, state and local laws, regulations, ordinances, standards, guidelines and requirements, which such compliance is solely the responsibility of BUYER. BUYER shall provide and deliver the Materials to SELLER fully pre-paid and not subject to any claims or liens. SELLER shall use the Materials provided by BUYER in the form such Materials were provided and shall have no obligation to alter, add to, modify, assess or test the Materials in any way other than as is specifically set forth in the Order. SELLER shall similarly have no responsibility or obligation to perform any sort of quality assurance or other relevant analyses or testing on or to any Materials provided by BUYER, especially for the purpose of ensuring that the Materials comply with any applicable federal, state and local laws, regulations, ordinances, standards, guidelines, or requirements, which such compliance shall be solely the responsibility of BUYER. For clarity, for any Materials containing CBD, BUYER hereby represents and warrants that the CBD content is less than 0.3% (or such other threshold prescribed by applicable law) and that BUYER is solely and exclusively liable and responsible for any Materials to the extent attributable to any CBD content contained therein. SELLER reserves the right to require that BUYER-supplied Materials be provided by BUYER at a quantity of 105% of the Order placed to allow for regular and customary consumption of supplies by SELLER during their testing process and as required to perform the Services. Should Materials arrive later than as per the Order (if applicable), SELLER reserves the right to reschedule performance of the Services based upon SELLER'S Services schedule.
8. **PRICE.** The price for the Services shall be as set forth in the applicable Order. In the event that any basic cost of performing the Services changes materially (i.e.: insurance, utilities, equipment, labor costs, etc.) such that SELLER'S actual cost of performing the Services increases by more than five percent (5%), then SELLER shall be entitled to charge an increased fee in the amount of such material increase in costs. Prior to making such a price increase, SELLER shall provide reasonable documentation evidencing the reason and the basis for the price increase.
9. **PAYMENT TERMS.** BUYER shall pay each invoice within fifteen (15) days of receipt without setoff, offsets, deductions, withholding or recoupment of any kind. SELLER shall not be required to release or deliver any Samples or the results or information obtained from the Services to BUYER until the full price for such Services, and any late charges for late payments, are paid in full. Any amounts due hereunder that are not paid by BUYER as set forth in these T&C shall bear a late charge in the form of interest on the amount of the payment not made at the rate of eighteen percent (18%) percent per annum, or the highest rate of interest allowed by law if less than eighteen percent (18%) per annum.
10. **QUALITY ASSURANCE.** For clarity, BUYER further acknowledges and accepts that SELLER is neither obligated nor responsible in any capacity for the quality or regulatory compliance of any Material, including CBD matter that the Materials may contain or be exposed to, whether supplied by BUYER, or otherwise. UNDER NO CIRCUMSTANCES SHALL SELLER BE RESPONSIBLE FOR TESTING OR OTHERWISE GAUGING OR DISCERNING ANY VARIATIONS OF AMOUNTS OF CBD OR CBD MATTER IN THE MATERIALS; NOR SHALL SELLER BE RESPONSIBLE FOR THE MATERIALS' COMPLIANCE WITH ANY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS, REGULATIONS, AND ORDINANCES, OR OTHER COMPLIANCE REQUIREMENTS RELATED TO THE MATERIALS AND THE AMOUNTS OF CBD OR CBD MATTER IN THE MATERIALS WHETHER ARISING FROM ANY VARIATIONS DISCUSSED IN THIS SECTION OR OTHERWISE.
11. **SCHEDULE/FORCE MAJEURE.** Services shall be started and performed in accordance with these T&C and any applicable specifications on or before the date set forth in an Order. Neither party shall be liable for delays or defaults under an Order due to acts of God, acts of government authority, acts of public enemy, war, fires, floods, strikes, labor troubles, pandemics, epidemics, voluntary compliance with governmental orders, or causes or contingencies reasonably beyond its control. Notwithstanding the foregoing, under no circumstances shall SELLER be liable for any delays caused by BUYER's submission of an incomplete or inaccurate Test Request Form; nor shall SELLER be liable for any damages or otherwise as a result of its failure to perform the Services by any certain deadline.
12. **SELLER WARRANTIES.** SELLER warrants all Services rendered under an Order shall be (a) of the quality and in conformity with the applicable specifications stated in an Order, (b) performed in a professional and workmanlike manner and (c) in compliance with all applicable federal, state and local laws, rules and regulations.
13. **BUYER WARRANTIES.** BUYER hereby represents and warrants that (i) it has all right, title and interest in and to the Samples and Materials, and that SELLER'S use of the Materials and its performance of the Services in accordance with the Order shall not constitute a violation or infringement upon any third party's intellectual or other property rights, (ii) it is in compliance and shall comply with any and all applicable laws, rules,

regulations and orders in connection with the operation of its business and the Materials, and (iii) all Materials are in compliance and shall comply with any and all applicable laws, rules, regulations and orders.

**14. WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN THIS T&C, SELLER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES. ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE SAMPLES AND MATERIALS, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, USAGE OF TRADE, PRIOR ORAL OR WRITTEN STATEMENTS BY SELLER, ITS AGENTS OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, SATISFACTION, FITNESS FOR PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED. SELLER FURTHER DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES THAT ANY OF SELLER'S SERVICES SHALL INCLUDE ANY SORT OF TESTING INVOLVING THE POTENCY OR THE AMOUNTS, QUALITIES OR LEVELS OF CBD IN ANY MATERIAL OR SAMPLE.

**15. CONSEQUENTIAL DAMAGES WAIVER/LIMITATION OF LIABILITY.** Both SELLER and BUYER agree that, to the extent that they can or do make any claim for damages relating to these T&C or the Order, their claims shall be limited to the actual and direct damages they suffer. EACH PARTY HEREBY EXPRESSLY DISCLAIMS AND IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECULATIVE OR LIQUIDATED DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM AND REGARDLESS OF WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AND ALL OTHER REMEDIES HAVE FAILED OF THEIR ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES SHALL SELLER'S LIABILITY TO BUYER FOR ANY DAMAGES UNDER THESE T&C EXCEED THE PURCHASE PRICE OF THE PARTICULAR ORDER WITH RESPECT TO WHICH THE CLAIM RELATES.

**16. INDEMNITY/LIABILITY.** Both BUYER and SELLER shall each indemnify, defend, and hold harmless the other, and their officers, directors, employees, shareholders, Affiliates (as defined below), agents and other representatives (collectively the "Indemnitees") from and against any and all damages, claims, losses, expenses, costs (including court costs and reasonable attorney fees), obligations, and liabilities, suffered by an Indemnitee as a result of (i) any breach of any representation or warranty made by either party under these T&C, (ii) any failure by either party to perform or fulfill any of its covenants or agreements set forth in an Order or these T&C, or (iii) either party's gross negligence, willful misconduct or fraud. Neither party shall consummate any settlement without an Indemnitee's prior written consent. Both BUYER'S and SELLER'S covenants of indemnity herein will continue in full force and effect notwithstanding the termination or expiration of an Order or these T&C. For purposes of these T&C, an "Affiliate" of a person shall mean any other person who, directly or indirectly, controls, is controlled by or is under common control with such person (and control of a person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or decisions of such person, whether through the ownership of voting securities, by contract or otherwise).

**17. INTELLECTUAL PROPERTY.** The Materials shall be and remain the sole and exclusive property of BUYER, or third party provider thereof, and shall include all modifications, enhancements, developments or improvements which are made, conceived, discovered, developed or created for, or in the course of, or as a result of, the performance of the Services, including all intellectual property rights therein (subject to any third party licenses), all of which Work Product shall constitute "works made for hire." UNDER NO CIRCUMSTANCES SHALL ANY SPECIFICATIONS, SAMPLES OR MATERIALS OR ASSOCIATED INTELLECTUAL PROPERTY BE CONSIDERED THE PROPERTY OF SELLER.

**18. CONFIDENTIALITY.** Any knowledge or information which either BUYER or SELLER shall have disclosed or may hereafter disclose to the other party or is observed by the other party, which in any way relates to the Services, Materials, or business operations of BUYER and SELLER, or which is otherwise related to BUYER's Materials or SELLER's Services and the terms and conditions herein, or the finances or other data furnished by either party hereunder, shall be deemed to be confidential or proprietary information of the respective party and, unless otherwise consented to in writing by the other party, shall be used only for each party's performance of its obligations hereunder and shall not be divulged to any other party and each party's remedies available to it shall include entitlement to injunctive relief by contract and other equitable relief to prevent a breach of this section, including, without limitation, a temporary restraining order which may be granted to the other party.

**19. MISCELLANEOUS.** Failure of either party to exercise any of its rights under an Order on one occasion shall not waive its right to exercise the same on another occasion. No waiver of or exception to any of the provisions of an Order shall be valid unless specifically agreed to in writing. No waiver of a breach of any provision of an Order shall constitute a waiver of any other breach, or of such provision. Neither party shall assign or subcontract any Order, or any part thereof, without the consent of the other party. Such consent shall not release either party from its duties, obligations and liabilities under an Order, nor shall it modify SELLER's compensation under an Order. SELLER shall procure and maintain, at its expense, insurance covering loss or damage by fire, theft, explosion, and all other hazards and risks, including professional liability (as applicable), as ordinarily are insured against by other persons or entities engaged in the same or similar businesses as SELLER. Both parties shall comply with all laws, ordinances and governmental rules, and regulations applicable to the performance and/or results of the provision of the Services.