



Terms of Service

Full Spectrum Lab is dedicated to helping you verify the safety and potency of your products to instill confidence and loyalty in your patients and customers.

As your partner we promise to provide accurate and consistent analysis of your cannabis and cannabis products. The following Terms of Service and Confident Cannabis Account Setup form will detail our engagement and collect the necessary client information needed to begin testing

Please review and sign these Terms of Service and present them to us with your first samples

All testing is submitted, traced, stored, and reported using Confident Cannabis. If you have questions or need assistance setting up an account please contact us.

Pricing

The Lab's pricing is published on the Lab's website and is subject to change at any time. It is the Client's Responsibility to confirm current pricing before submitting each Order.

Payment Policy

Payment is required for all testing services without exception. Payment can be taken in person via check or cash. A digital invoice will be sent to the client upon order placement with options to pay via ACH, credit card, or debit card. Test results will not be released until payment has been processed.

Cancellation

Cancellation of an order can happen at any time.

- If no payment or samples have been received no further action will be taken.
- If samples have been received, but no payment has been received, samples will be destroyed according to standard operating procedures.
- If samples have been received and payment has been received but no processing or testing related activities have begun on any part of the order, a refund may be issued, and the samples will be destroyed according to standard operating procedures.
- If samples have been received and payment has been received and any processing or testing related activities have begun on any part of the order, the samples will be destroyed according to standard operating procedure and no refund will be issued.
- The Client waives any right to testing results and certificates of analysis on any samples in a canceled order

Turnaround Time

The Lab shall make commercially reasonable efforts to complete the testing services within 5 business days. Turn around times are meant to serve as general guide for product testing and are not considered a guarantee. Certain conditions may impact testing turnaround time, including but not limited to excessive sample backlog, supply chain issues with lab supplies, natural disaster, laboratory remodel, staff changes, equipment failure, holidays etc. In the event of a delay in turnaround time, the Lab will attempt to notify the Client of such delay. The Lab is not responsible for any loss suffered by the client or third party due to a delay in reporting test results.

Samples

The Client shall provide an adequate quantity of samples for testing. Samples will be labeled and packaged in accordance with applicable Arizona state (ADHS) regulations and the Lab's guidelines. Minimum sample requirements will be posted on the sample submission form. It is the clients' responsibility for confirming minimum sample requirements for each sample before submission. No processing or testing related activities will begin until the Lab has the minimum sample required in its possession. In the event that insufficient sample is provided by the client, additional sample will be requested.

•Receipt and Storage: Upon receipt of Sample(s) and payment the Lab will process Sample(s) and upload information into the Lab's information database. All samples will be stored at room temperature upon receipt unless otherwise requested by the client.

•Retention and Disposal: The lab will retain the remaining untested portion of every sample for 14 days after release of results to the client, after which the retained sample will be disposed of according to standard operating procedures. Any requests for re-testing from the client need to be submitted in writing to the Lab within 14 days of the release of the results.

Testing Results and Certificates of Analysis

Testing results in the form of a certificate of analysis (COA) will be released to the client once all samples in an order have been completed and reviewed. Client's facility information and submitted sample information will appear on the released COA. Once a COA has been released, no changes can be made. It is the Client's responsibility to make sure that all sample information and Client's facility information is correct at the time of ordering.

Re-Testing

The client has the right to request re-testing. Retests requested by the client will be charged to the client at the same rate as a new sample.



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CLIENT SERVICES AGREEMENT

This Client Services Agreement (the "Agreement") is entered into on [Date] (the "Effective Date") by and between **Full Spectrum Lab, LLC** an Arizona-approved testing facility with its principal place of business at 3865 E 34th St. Suite 109, Tucson AZ, 85713 (hereinafter referred to as the "Lab"), and [Client Name], a [Client Type] with its principal place of business at [Client Address] (hereinafter referred to as the "Client"). Collectively, the Lab and the Client shall be referred to as the "Parties." The Client understands and agrees that submission of an Order through the Confident Cannabis portal or signing an invoice or a Chain of Custody document constitutes acceptance of the Terms and Conditions of this Agreement.

Term

•Effective Term of Agreement

This Agreement is effective from the Effective Date until the voluntary termination by either Party.

Amendments to Agreement

The Client agrees and acknowledges that the Lab may at any time and at its sole discretion amend this Agreement. Any future Amended Agreement shall be effective immediately upon FSL posting a notice of amendment update on the Lab's website. The Client's continued use of the Lab's testing services following the posting of any such notice constitutes an acceptance of the terms of the Amended Agreement.

Indemnification

The Client agrees to indemnify the Lab from any damage, loss, cost or expense) including reasonable attorneys' fees) arising from any claim, demand, action or proceeding occurring as a result of the negligence or misconduct of the Client (including any employees or subcontractors). The client agrees to indemnify the Lab against any and all liability, debts, actions, claims, or charges that may arise out of the Client's obligations under this Agreement or Client's failure to comply with any regulation, statute, ordinance or other legal authority.

Confidentiality

Both Parties shall maintain the confidentiality of all non-public information obtained during the provision of services under this Agreement. This includes, but is not limited to, test results, proprietary methods, and any other confidential information.

Restriction on Uses of Lab Results and Marketing Claims

No results from the Lab may be used by the Client for any sales or marketing purposes in any communications (including, but not limited to: social media, print, digital campaigns, email, press releases, advertisements, etc.) without the express written consent of the Lab. The Client is prohibited from misleading customers or members of the press by implying that the Lab's test results on one production or harvest batch confers analysis results to any other production or harvest batches. The Lab's results may not be cited as and does not construe any form of "Approved" or "Certified" or "Validated" of the safety, purity, or composition of the products tested.

Waiver

The failure of the Lab to enforce any provision of this Agreement at any time, or to require at any time the performance of any provisions herein will not in any way constitute a waiver of such provision.

Governing Laws and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of law principles.

Acknowledgment of Illegality

The Lab expressly acknowledges the our provided testing services products are contrary to the Federal Controlled Substances Act, and for these reasons testing of these specific products must strictly remain within the State of Arizona and are governed by the rules and regulations under Title 9; Chapter 17 of the Arizona Department Of Health Services Medical Marijuana Program (the "MMJ" Rules), A.R.S §§36-2801, *et seq.*, as amended from time to time (the "MMJ" Act), Title 9; Chapter 18 of the ADHS Adult-Use Marijuana Program (the "Adult-Use" Rules), and A.R.S §§36-2850, *et seq.*, as amended from time to time (the "Adult-Use Act ") (collectively with the MMJ Rules, the MMJ Act, and Adult-Use Rules). The Lab hereby waives an illegality defense under Federal Law, as the Lab will not be able to claim such a defense in the future.

Severability

If any provision of this agreement contravenes Arizona law in any way, to the extent the law is contravened, it should be considered separable and inapplicable and will not affect any other provisions of this agreement.

Lab: Full Spectrum Lab, LLC

Authorized Signatory: Symon Levenberg, PhD

Title: Vice President, Technical Lab Director

Date:

Signature:

Client:

Authorized Signatory:

Title:

Date:

Signature: