



## Client Information Form - Oregon EVIO Customer Terms of Service Agreement

These Terms and Conditions, along with any statements of work (the "SOWs") constitute the entire agreement between EVIO Labs, Inc., ("EVIO"), and \_\_\_\_\_ (the "Client").

### 1. PAYMENT AND FEES.

Unless otherwise negotiated in writing, payment is due in full at the time of sampling. All payments for testing and/or consulting services (the "Services") are due without regard to the results and notwithstanding any early termination of the Services by the Client. The Client further agrees to pay EVIO its then customary charge for work performed by EVIO (or its designated subcontractor) at the request of the Client and not included on any SOW, and for any work performed in connection with any legal proceeding relating to the Client or its products.

### 2. FEES

A cancellation fee of \$75 may be assessed for testing cancellations that occur within 24 hours after the sampling event or while samples are in transit to EVIO. Except in cases of inclement weather, a fee of \$25 may be assessed for rescheduling requests within 24 hours before the sampling event. Sampling fees are nonrefundable once they are assessed.

### 3. LATE PAYMENTS

We reserve the right to withhold reports until payment is made in full. Late payments shall be assessed a fee of \$30 plus interest of 1.5% of the outstanding balance per month.

### 4. DISCOUNTS

Discounts may be negotiated with Clients and must be in the form of a mutually executed writing to be honored. If a discounted invoice is more than 30 days past due, or if Client fails to provide the contracted number of samples, we reserve the right to rescind the discount and charge the full amount of the invoice.

### 5. ACCURACY OF INFORMATION AND AUTHORIZED REPRESENTATIVES

The information provided on the Client Information Form is accurate to the best of my knowledge. The Authorized Representatives designated therein will be granted permission to submit samples and engage in communications about samples on my behalf. Samples will only be accepted from an Authorized Representative and results will only be delivered to or discussed with an Authorized Representative, or as necessary to or with a regulatory body of appropriate jurisdiction pursuant to Section 7 below. It is my responsibility to contact the lab and update my Client Information Form as soon as information contained therein changes. EVIO Labs and its subcontractors disclaim all liability for acts or omissions stemming from my failure to update my Client Information Form. I am responsible for all actions and communications initiated by any Authorized Representatives. Any batch samples or materials submitted to EVIO become property of EVIO and may not be relinquished back to the provider unless otherwise arranged in writing.

### 6. CONSULTING SERVICES

Client hereby engages EVIO as an independent contractor, and not as an employee or agent of Client in connection with the rendering of any consulting Services to the Client. Client hereby acknowledges that it shall be responsible for all final decisions based on the application of the Results or the findings expressed in any Report, advisory services, or testing results provided by EVIO.



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### 7. LIMITS OF CONFIDENTIALITY

While EVIO strives to maintain client confidentiality according to our Privacy Policy, attached hereto and labelled EVIO-POL-001, there may be occasions when client confidentiality must be waived. My right to confidentiality may be waived if an associated legal or regulatory body requests my client or testing information from EVIO in the course of a legal investigation or audit of laboratory activities. My test results for regulatory compliance will be communicated with any associated state and local regulatory bodies. Client information and records are maintained for a minimum of five years.

### 8. LIMITATION OF LIABILITY

BY SIGNING BELOW, I UNDERSTAND THAT EVIO PROVIDES SERVICES WITH NO WARRANTY, EXPRESSED OR IMPLIED. LIABILITY OF EVIO TO THE CLIENT IS LIMITED TO THE NEGOTIATED COSTS OF SERVICES. EVIO IS NOT LIABLE FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM OR ASSOCIATED WITH SERVICES PROVIDED BY EVIO TO THE CLIENT. EVIO SHALL BE EXEMPT FROM ALL LIABILITY ASSOCIATED WITH ANY CONSEQUENCES RESULTING FROM THE INTERPRETATION OF TEST RESULTS. I UNDERSTAND THAT EVIO CANNOT PROVIDE ANY GUARANTEE CONCERNING TURNAROUND TIME OF RESULTS OR TIME OF COMPLETION OF REQUESTED SERVICES. EVIO SHALL BE EXEMPT FROM ALL LIABILITY ASSOCIATED WITH THE TIMING OF DELIVERY OF TEST RESULTS OR OTHER SERVICES.

### 9. INDEMNIFICATION

Client agrees to indemnify, hold harmless and defend EVIO, its officers, directors, agents, representatives and employees from any and all claims, liabilities, damages, and expenses on account of death or injury to any person or damage to any property, including without limitation, loss of earnings or profits, arising from or in connection with the testing services to be performed hereunder, any omissions in connection with such services or any defect related to a manufactured product where a sample of such product was tested hereunder.

Client further agrees to indemnify and hold EVIO and its designated subcontractor harmless to the fullest extent permitted by law from any and all damages, expenses, fines, judgments, liabilities, losses and costs, including reasonable attorneys' fees incurred by EVIO or its designated subcontractor (a) in connection with or arising from any breach by the Client of the terms of this Agreement, and (b) as a result of any claims, causes of action, suits or legal proceedings brought against EVIO and arising out of its delivery of the Services and preparation of the Report contemplated hereunder; provided that the Client shall not be required to indemnify EVIO or its designated subcontractor for any claim or cause of action resulting from the gross negligence or willful misconduct of EVIO or its designated subcontractor.

### 10. ACKNOWLEDGMENT AND AUTHORIZATION OF SUBCONTRACTING OF SERVICES

By signing below, I acknowledge that this laboratory may at any time subcontract services to one of several designated facilities listed below to satisfy any requested analytical or consultation work in accordance with all applicable rules or regulations. If requested services are for regulatory compliance, subcontracting shall always occur between laboratories accredited to the appropriate scope of testing to complete the work requested. This laboratory holds subcontracting relationships with the following laboratories:

Pixis Labs  
12423 NE Whitaker Way  
Portland, OR 97230

Synergistic Pesticide Lab  
2700 N Hayden Island Dr, Bldg  
B Portland, OR 97217



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### 11. AUTHORIZATION TO PERFORM WORK

By signing below, I authorize the Laboratory to perform all requested work utilizing the most appropriate methods as deemed necessary by the Laboratory unless otherwise negotiated and documented in writing.

### 12. FORCE MAJEURE

Performance of the Services by EVIO and/or its designated subcontractor may be delayed or excused when such performance is commercially impossible or impracticable as a result of war, strikes, shortages, weather events, or other causes beyond their reasonable control.

### 13. AUTHORIZATION TO PERFORM WORK

By signing below, I authorize EVIO to perform all requested work utilizing the most appropriate methods as deemed necessary by EVIO unless otherwise negotiated and documented in writing.

### 14. COLLECTION AND USE OF NON-IDENTIFYING INFORMATION

We may collect, use, transfer, and disclose information in a form that does not personally identify you ("Non-Identifying Information") for any purpose. Non-Identifying Information can include certain Personal Information that has been de-identified; that is, information that has been rendered anonymous. We obtain Non-Identifying Information about you from information that you provide us, either separately or together with your Personal Information.

We may use non-identifying Information, such as test data and region, and aggregate it with information collected from other users or sources to attempt to improve the quality and value of our products and services, to provide to third parties for reference or research purposes, and to perform and publish scientific research. We may also use the combined information without aggregating it to serve you specifically.

In some of our e-mail communications, we may use a "click-through URL" linked to content on our websites. When users click one of these URLs, they pass through a separate web server before arriving at the destination page on our Website. We may track this click-through data to help us determine interest in particular topics and measure the effectiveness of our customer communications. If you prefer not to be tracked in this way, you should not click text or graphic links in the email messages.

### 14. GOVERNING LAW

In the event any provision contained herein is determined to be invalid, illegal or otherwise unenforceable in any respect for any reason, the validity, legality and enforceability of the provision in every other respect and the remaining provisions of these Terms and Conditions will not be in any way impaired and shall remain in full force and effect. No waiver of any term of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term, and EVIO's failure to assert any right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision. Your use of the Services following any amendment of these Terms and Conditions will signify Your assent to and acceptance of the revised terms. These Terms and Conditions constitute an agreement that shall be governed by and construed in accordance with laws of the State of Oregon without regard to its conflict of law provisions and without regard to the actual state or county of incorporation or residence of either party. You agree to submit to the personal and exclusive jurisdiction of the courts located in Deschutes County, Oregon, in connection with any action arising under this Agreement. You agree that any cause of action arising out of or related to the Services must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

Client Name: \_\_\_\_\_

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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### CLIENT INFORMATION

<b>First Name:</b>		<b>Last Name:</b>			
<b>Organization Name:</b>					
<b>Street:</b>		<b>City:</b>		<b>State:</b>	
<b>Phone:</b>		<b>Email:</b>		<b>Website:</b>	
<b>License Type/Number:</b>			<b>Exp Date:</b>		

### PRIMARY CONTACT(S)

Name	Phone	Email	Notes

### AUTHORIZED REPRESENTATIVE(S)

Authorized representatives are allowed to submit samples and/or receive detailed information about an order or sample on behalf of the primary contact(s). Authorized representatives cannot access or edit primary contact information.

Name	Phone	Email	Notes

### IDENTIFICATION OF PRIMARY CONTACT(S) ON FILE (LABORATORY USE)

**PRIMARY CONTACT 1**

- Government Issued Driver's License or ID
- Copy of License/Permit
- Grower  Caregiver  Patient  Processor
  
- Other: \_\_\_\_\_

**PRIMARY CONTACT 2**

- Government Issued Driver's License or ID
- Copy of License/Permit
- Grower  Caregiver  Patient  Processor
  
- Other: \_\_\_\_\_

Notes: