

DISTRIBUTOR AGREEMENT

This Distributor Agreement is made and entered into by Innovare LTD. "Supplier and Manufacturer" and Organization or Individual that has been approved as part of the Partner Signup Process for SalivaQuik "Distributor" (aka "Authorized Partner").

1. Definitions: When used in this Agreement capitalized terms have the following meanings:
 - a. "Affiliate" means any Person that Controls, is Controlled by or under common Control with a Party.
 - b. "Agreement" means this Distribution Agreement, all exhibits hereto, and all modifications, amendments and supplements hereof.
 - c. "Authorized Laboratories" means laboratories certified under the Clinical Laboratory Improvement Amendments of 1988 (CLIA), 42 U.S.C. 263a, to perform moderate or high complexity tests.
 - d. "Confidential Information" means any data or information other than Trade Secrets, without regard to form, that is of value to the Disclosing Party and is not generally known by the public. Confidential Information includes, but is not limited to, any information about the Disclosing Party's, or its Affiliates', executives, employees and contractors, marketing techniques, price lists, pricing policies, business partners, joint ventures, service providers, products, software, technologies, business strategies, business methods, technical, nontechnical or financial data, formulas, design specifications, material specifications, patterns, compilations, programs, devices, methods, techniques, drawings, brochures, processes, financial plans, product plans, lists, testing data, contracts, and any relations, whether contractual or non-contractual, of actual or potential customers, clients, Distributors, or service providers, or other information similar to any of the foregoing, which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use regardless of whether such information is designated as "Confidential Information" at the time of its disclosure. The term "Confidential Information" specifically excludes all information that a Disclosing Party would be prohibited from preventing the other Receiving Party from disclosing pursuant to and State or Federal law.
 - e. "Controls" "Controlled" and "Control" each mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person or Party, whether through ownership, by contract or otherwise.
 - f. "Disclosing Party" shall mean the Party that discloses the Proprietary Information to the Receiving Party.
 - g. "Distributor" means Organization or Individual that has been approved as part of the Partner Signup Process for SalivaQuik the "Authorized Partner"
 - h. "Domestic Territory" means the United States of America (including Puerto Rico, and other U.S. territories and possessions).
 - i. "Effective Date" means the date that the distribution submits the Partner Portal Sign up.
 - j. "Emergency Use Authorization" or "EUA" means such Emergency Use Authorization(s) issued by the FDA for the Products and providing for the manufacturing, marketing and sale of the device, and all modifications, alterations, improvements, or changes thereto.
 - k. "FDA" means the United States Food and Drug Administration, or any successor thereto.
 - l. "International Territory" means all other counties other than the Domestic Territory.

- m. "Manufacturer" means Innovare and Sciteck, manufacturer of the Product and the holder of the Regulatory Approvals.
- n. "Supplier" means Innovare which has exclusive rights to appoint or terminate Distributor, grant conditional authorities, and manage the SalivaQuiK sales and distribution system and holds exclusive master distributor rights.
- o. "Parties" means Innovare and Distributor and their respective Affiliates as the context requires.
- p. "Party" means either the Distributor or Manufacturer or Supplier and their respective Affiliates as the context requires.
- q. "Person" means any individual and any legal entity, including governmental bodies, and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- r. "Products" or "Test Kits" means the SalivaQuiK™ test kits or components and all modifications, alterations, improvements, or changes thereto manufactured by Manufacturer.
- s. "Proprietary Information" means Confidential Information and Trade Secrets. Proprietary Information shall not include any materials or information that: (i) are or become publicly known or generally utilized by others other than as a result of, directly or indirectly, any violation of this Agreement; or (ii) are known to the Receiving Party prior to the Disclosing Party's disclosure pursuant to this Agreement, as evidenced by the Receiving Party's written records prepared prior to the date of this Agreement; or (iii) at the time of disclosure is, or thereafter becomes, available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Proprietary Information to the Receiving Party by a legal, fiduciary, or contractual obligation to the Disclosing Party; or (iv) is produced or disclosed pursuant to applicable law, regulation or court order. Failure to mark any of the Proprietary Information as confidential or as a trade secret shall not affect its status as a Proprietary Information under this Agreement; or (vi) was or is independently developed by the Receiving Party, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Disclosing Party's Proprietary Information.
- t. "Receiving Party" means a Party receiving the Proprietary Information from a Disclosing Party.
- u. "Regulatory Approvals" means: (i) the Emergency Use Authorization from the FDA; and (ii) all other governmental agency approvals, if any, required to lawfully manufacture, market and sell the Products in the Territory.
- v. "Term" has the meaning set forth in Section 10.
- w. "Territory" means the Domestic Territory and the International Territory.
- x. "Trade Secrets" means any information of a Disclosing Party, without regard to form which: (i) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and (iii) may be included with the definition of the term "trade secret" under any applicable Federal or State law.
- y. "Upfront Payment" has the meaning set forth in Section 4.

- z. “Partner Portal” means the SalivaQuik sales documentation system that records the Distributor information including sales information, order information, payment information and Agreements.
2. Distribution Rights. Supplier grants the non-exclusive right to Distributor to distribute the Product on behalf of the Supplier and Manufacturer. Distributor shall use commercially reasonable efforts to market, distribute and sell the Products in the Territory.
3. Non-Circumvention. Distributor or any individual in a representative capacity for Distributor agrees that it will not directly or indirectly attempt to deal or transact in any manner whatsoever for any elements or components of any of the SalivaQuik Products or Services purchased hereunder during the Term of this Agreement and for a period of one year thereafter.
4. Purchase of Goods. Distributor shall submit Sales Orders through the SalivaQuik “Partner Portal” and pay Supplier one hundred percent (100%) of the total cost of the purchase order (the “Upfront Payment”) unless other payment terms are expressly agreed to in writing. The Parties acknowledge and agree that if there are any conflicts or discrepancies between this Agreement and Sales Order, such conflicts or discrepancies shall be resolved by giving precedence to the Terms and Conditions of Sale (Exhibit 1).
5. Pricing. Pricing is shown on the SalivaQuik Pricing Grid (provided upon partner approval). Pricing is subject to change at any time and final pricing is determined by Supplier. Supplier or any individual in a representative capacity for Supplier agrees to uphold the pricing structure illustrated after partner approval.
6. Shipping, Delivery, Acceptance. Supplier shall use commercially reasonable efforts, as inventory levels and production capacities allow, to ship the Products within seven (5) business days of receiving the purchase order and Upfront Payment from Distributor.
7. FDA – Emergency Use Authorization.
- a. The Parties hereby acknowledge and agree that the provisions in Sections II (Scope of Authorization); III (Waiver of Certain Requirements); and IV (Conditions of Authorization) of the EUA are hereby incorporated into this Agreement as if fully stated herein. The Parties further acknowledge and agree that if there are any conflicts or discrepancies between this Agreement and the provisions set forth in Sections II-IV of the EUA, such conflicts or discrepancies shall be resolved by giving precedence to the EUA.
- b. Manufacturer represents and warrants that: (i) the Products will comply with the labeling requirements under FDA regulations; (ii) the Parties will make available on their websites and distribute, as required under the applicable EUA, the: (i) applicable Package Insert (Instructions for Use); Fact Sheet for Healthcare Providers; and Fact Sheet for Patients; (iii) the Parties will inform Authorized Laboratories and relevant public health authorities of the applicable EUA, including the terms and conditions of the EUA, and any updates made to the Product, authorized labeling and authorized Fact Sheets; (iv) the Parties, through a process of inventory control, will maintain records of the Authorized Laboratories to which the Test Kits are distributed, including the quantity thereof; (v) the Parties will collect information on the performance of the Product, and report to the FDA any suspected occurrence of false positive and false negative results and significant deviations from the established performance characteristics of the Product of which Distributor becomes aware; (vi) the Parties will make available additional information relating to the emergency use of the Product that is consistent with, and does not exceed, the terms of the EUA; (vii) the Parties will maintain all records required of a distributor under the EUA and make such records available for inspection by the FDA; (viii) Distributor will ensure that all advertising or promotional material related to the use of the Product shall be consistent with: FDA regulations, the terms of the EUA, and authorized labeling requirements; (ix) the Parties will ensure that no descriptive printed matter, including advertising or promotional materials, relating to the use of the Test Kits, may represent or suggest that the Test Kit is safe or effective for the detection of SARS-CoV-2; and (x) Distributor will provide Distributor with any amendments to any EUA from the FDA within twenty-four (24) hours of an

amendment being issued by the FDA. Each Party represents and warrants to the other Party that it will cooperate with and provide information and reasonable assistance to the other Party so as to allow each Party to fulfill its obligations under any EUA and FDA regulations.

- c. The Parties will ensure that all descriptive printed matter, including advertising and promotional materials, relating to the use of the Test Kits, shall clearly and conspicuously state that the applicable Test Kit: (i) has not been FDA cleared or approved; (ii) has been authorized by the FDA under an EUA for use by Authorized Laboratories; (iii) has been authorized only for the detection of nucleic acid from SARS-CoV-2, not for any other viruses or pathogens; (iv) is only authorized for the duration of the declaration that circumstances exist justifying the authorization of emergency use for detection and/or diagnosis of COVID-19 under Section 564(b)(1) of the Act, 21 U.S.C. 360bbb-3(b)(1), unless the authorization is terminated or revoked.
8. Quality Systems and Audits. The Parties acknowledge and agree that the Manufacturer shall be responsible for establishing and maintaining quality systems for the Product in accordance with all regulatory requirements set forth by the FDA. The Parties further acknowledge and agree that the Manufacturer shall be responsible for handling and responding to any FDA audits regarding the Product. Distributor shall use its best efforts to cooperate with Manufacturer and Distributor in handling and responding to any FDA audits.
 9. Product Performance and Product Recalls. Distributor represents and warrants that it shall inform Supplier - Manufacturer in the event Sub-distributor becomes aware of any false positive and false negative results and significant deviations from the established performance characteristics of the Product. Manufacturer shall be responsible for handling any federal or state adverse experience reporting requirements related to the Product, including any related investigation and Product testing. Distributor represents and warrants that it shall inform Distributor of any Product recalls or field corrective actions.
10. Term.
 - a. This Agreement shall have a one (1) year term from the Effective Date (the "Initial Term") and shall automatically renew for successive one (1) year terms (each a "Renewal Term"; and collectively with the Initial Term, the "Term"), unless either party provides to the other party written notice of its intent not to renew this Agreement within ninety (90) days prior to the end of the then current term.
 - b. The Agreement may be immediately terminated by either Party if: (i) the Agreement is determined to be unlawful under and Federal or State law; (ii) a Party, or its owners, is suspended, excluded, barred or sanctioned under any State or Federal health care program, specifically including mandatory or permissive exclusion under 42 U.S.C. § 1320a-7 and 42 C.F.R. § 1001.101; or, has been convicted of, or charged with, a criminal offense related to the provision of health care items or services; (iii) bankruptcy proceedings are initiated, whether voluntarily or involuntarily, against a Party; or if there is any judgment, injunction, writ of attachment or garnishment entered against a Party; (iv) a Party discontinues its operations for a period of ninety (90) days for any reason whatsoever; or (v) Supplier's contract with the Manufacturer is terminated; provided Supplier uses best efforts to prevent its contract with the Manufacturer from being terminated.
 - c. Either Party may terminate the Agreement effective thirty (30) days after giving notice of intent to terminate, if the other Party breaches any representation or warranty contained herein, fails or neglects to perform any material agreement covenant or provision of this Agreement, and such default is not materially cured within thirty (30) days after receiving written notice with respect to such default.
 - d. Upon any breach, default or failure to perform by one Party hereunder, the other Party may continue to operate under the terms herein while pursuing any remedy it may have at law or equity, so long as such non-breaching Party continues to meet all of its obligations under this Agreement, but only to the extent

that the breach, default or failure to perform does not adversely and materially affect any such obligation of the non-breaching Party.

11. Covenants, Representations and Warranties.

- a. Each Party represents and warrants that it has the requisite authority to enter into this Agreement and perform the obligations required of said Party as under this Agreement.
- b. Each Party represents and warrants that it shall perform its obligations under this Agreement in compliance with all applicable international, supranational, national, federal, state, regional and local statutes, rules, regulations, standard codes, orders, decrees, laws and other pronouncements having the force of law.
- c. Each Party represents and warrants that it shall comply with all anti-bribery laws, including but not limited to, the Foreign Corrupt Practices Act as amended 15 U.S.C. 78dd-1 *et seq.* Distributor has not and will not directly or indirectly offer or pay, or authorize such offer or payment, of any money or anything of value to improperly or corruptly seek to influence any Government Official. For purposes of this Agreement, a "Government Official" is broadly defined as and includes: (i) any elected or appointed government official (e.g. a member of a ministry); (ii) any employee or person acting for or on behalf of a government official, agency or enterprise performing a government function; (iii) any political party officer, employee or person acting for or on behalf of a political party or candidate for public office; (iv) an employee or person acting for or on behalf of a public international organization; or (v) any person otherwise categorized as a government official under local law; where "government" is meant to include all levels and subdivisions of non-US governments (i.e. local, regional or national and administrative, legislative or executive). Each Party represents and warrants that no Government Official is a principal, owner, officer, employee or Sub-distributor of said Party or any entity in which said Party has a direct or indirect ownership or management interest.
- d. Distributor represents and warrants that it will not make any representations, warranties, guarantees or statements, whether written or oral, regarding the Products or the characteristics thereof, other than as authorized by the EUA and FDA regulations and or as stated on the Product IFU, FACT Sheets, Program and packaging.
- e. Each Party represents and warrants that it shall honor any other valid supplier, distributor, non-competition, non-disclosure; non-solicitation, confidentiality agreement, or other similar agreement, with any other person or entity; and that its performance of its duties hereunder shall not cause it to be in violation of any such agreement.
- f. Except as may otherwise be set forth in this Agreement, each Party represents and warrants that it is responsible for all costs and expenses incurred in the performance of its duties under this Agreement.
- g. In the event any representation or warranty made in this Section, or elsewhere in the Agreement, shall no longer be true, correct or complete, the Party making such representation or warranty shall notify the other Party within three (3) days from the date such representation or warranty is no longer true, correct or complete.

12. Insurance. Each Party represents and warrants to the other Party that it is currently insured and covenants that at all times during the term of this Agreement it will maintain insurance from a qualified insurance carrier, including without limitation, a comprehensive general liability insurance policy which is sufficient to adequately protect against the risks associated with its ongoing business, including the risks which might

possibly arise in connection with the transactions contemplated by the Agreement. Each party recognizes the PREP Act covers covered persons and covered countermeasures as a defense.

13. Warranty. Warranty information relating to the Product defined in the Terms and Condition of Sale (Exhibit 1) applies to any/all purchases.

14. Indemnification.

- a. Supplier hereby indemnifies and agrees to defend and hold Distributor and its members, managers, distributors and employees (in their official and individual capacities) harmless from and against any and all damages, liabilities, settlements, judgments, penalties, interest, losses or expenses including, without limitation, reasonable legal fees arising out of or relating to any third party claim resulting from or arising out of: (i) the material breach by Distributor of any warranty or representation in this Agreement; (ii) the willful or wanton misconduct, or grossly negligent conduct, by Supplier in connection with the performance of its obligations under this Agreement.
- b. Distributor hereby indemnifies and agrees to defend and hold Supplier and its officers, directors, partners, members, shareholders, employees, sub-distributors, affiliates, successors, and permitted assigns (in their official and individual capacities) harmless from and against any and all damages, liabilities, settlements, judgments, penalties, interest, losses or expenses including without limitation, reasonable legal fees arising out of or relating to any third party claim resulting from or arising out of: (i) the material breach by Distributor of any representation, or warranty, under this Agreement; and (ii) the willful or wanton misconduct, or grossly negligent conduct, by Distributor in connection with the performance of its obligations this Agreement.
- c. Each Party shall promptly notify the other Party of any claim made for which the other Party may be obligated to provide indemnification as under this Agreement. The indemnifying Party shall have the right to select counsel and control defense of any claim subject to this indemnification provision. If requested by the indemnifying Party, the indemnified Party agrees to cooperate with the indemnifying Party and its counsel. The indemnifying Party shall not settle or compromise such claim without ten (10) days written notice to the indemnified Party.
- d. The obligations of this Section 12 shall survive any termination or expiration of this Agreement until the expiration of all applicable statutes of limitation that could apply to any actions, claims, proceedings or demands that could be asserted by a third party.

15. Printed Material and E-Commerce. Distributor shall present to Supplier for approval prior to use of all descriptive printed or otherwise including electronic matter, which may include advertising, promotional materials, relating to the use of the Test Kits, marketing of the Test Kits, distribution of the Test Kits and any description or affiliation including internet domain use for the Test Kits. Failure of Supplier to object to any material or provision shall not constitute approval of said material for use.

16. Limitation of Liability. In no event shall either Party be liable to the other Party for anticipated or lost profits, interest, penalties or for any consequential, indirect, incidental, special, exemplary, or punitive damages in connection with the Agreement. Except for the indemnification provisions set forth in Sections 12 and 17(a)(vi), neither Party, under any circumstances, shall be liable to the other Party for any fees, including attorney or consulting fees, or any statutory damages.

17. Change of Law. If, while this Agreement is in effect, either Sub-distributor or Distributor reasonably determines that changes to this Agreement are required due to: (a) the enactment of a new statute, regulation, ordinance, or rule; or (b) a change in the interpretation of an existing statute, regulation, ordinance, or rule (whether via a decision of a court; a pronouncement or ruling of, or interpretation by, a governmental or regulatory agency or body; or otherwise), that makes it reasonably likely that either Party's performance under the

Agreement, in its current form, could violate an applicable statute, regulation, ordinance, or rule, then the Parties shall negotiate, in good faith, any changes to this Agreement that are reasonably necessary to avert such violation. In negotiating such changes, the Parties shall use reasonable, good-faith efforts to preserve, as nearly as possible, the economic agreement between them.

18. Relationship of the Parties. At all times hereunder, the Parties shall have the relationship of facilitator of purchaser and facilitator of seller. This Agreement is not intended to establish a partnership, joint venture, or employer-employee relationship. Neither Party nor its personnel shall be deemed to be an agent, servant, employee, joint venture, or partner of the other Party, for any purpose whatsoever, by virtue of this Agreement. Neither Party has any authority to commit, act for or on behalf of the other Party, or to bind the other Party to any obligation or liability.

19. Force Majeure. If a Party becomes unable to perform any of its obligations hereunder, in whole or in part, by reason of a Force Majeure event, such failure of performance shall be excused during the duration of the Force Majeure event. The Party claiming a Force Majeure event shall notify the other Party, in writing, of an occurrence of a Force Majeure event and the duration of time thereof. The period of performance and the Term of this Agreement shall be extended for a period equal to the duration of the Force Majeure event. "Force Majeure" shall mean any cause beyond a Party's reasonable control, such as acts of God, delays caused by shortage of raw materials, manufacturing problems, delivery or labor problems, shortages in energy supply or interruption in transportation, acts of government, regulatory agencies or judicial bodies, acts of civil or military authorities or other third parties, fires, strikes, floods, wars, trade wars, currency wars, riots, epidemics, pandemics and other causes of a similar nature. A Force Majeure event does not include an emergency arising from or relating to the Covid-19 pandemic.

20. Proprietary Information.

- a. Each Party acknowledges that it may gain access to the other Party's Proprietary Information in the course of performing their obligations under this Agreement. The Receiving Party covenants and agrees to:
 - i. Not disclose the Disclosing Party's Proprietary Information to any Person except as specifically authorized by the Disclosing Party in writing.
 - ii. Not use, sell, exploit, distribute, transmit, reverse engineer, disassemble or decompile, or further develop the Disclosing Party's Proprietary Information.
 - iii. Not make or use any copies, synopses or summaries of the Disclosing Party's Proprietary Information except such as are necessary for the Receiving Party's internal communications in connection with performing its obligations under this Agreement.
 - iv. Not use any Proprietary Information for any purpose other than performing its obligations under this Agreement.
 - v. Use all reasonable precautions, consistent with the Receiving Party's treatment of its own Proprietary Information, to prevent the unauthorized disclosure of the Disclosing Party's Proprietary Information, including, without limitation, protection of documents from theft, unauthorized duplication and discovery of contents, and restrictions on access by other Persons to such Proprietary Information.
 - vi. Indemnify, defend and hold harmless the Disclosing Party and its parent, officers, directors, partners, members, shareholders, employees, Sub-distributors, Affiliates, successors, and permitted assigns (in their official and individual capacities) from any and all liability, losses, damages, judgments or expenses, including reasonable attorneys' fees, that they or any of them incur or sustain as a result of any claims, demands, actions or causes of action that arise out of, result from, relate to or are in any way connected with the unauthorized use or disclosure of the Proprietary Information by the Receiving Party wherever, whenever, or however the same may occur.

vii. In the event that the Receiving Party is required by law or legal process to disclose any of the Proprietary Information, the Receiving Party shall provide the Disclosing Party with prompt oral and written notice of any such requirement, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), so that the Disclosing Party may seek a protective order or other appropriate remedy. The Receiving Party agrees to reasonably cooperate with the Disclosing Party in any reasonable efforts to obtain such remedies.

viii. The Receiving Party shall have no ownership rights to the Proprietary Information.

b. Upon termination or expiration of this Agreement, for any reason whatsoever, the Receiving Party, to the extent it is commercially reasonable, will deliver to the Disclosing Party all tangible and intangible, or electronic incidents of Proprietary Information, including but not limited to notes, summaries, and extracts that are in the Receiving Party's possession, whether made or compiled by the Receiving Party or furnished to the Receiving Party by the Disclosing Party; or if requested by the Disclosing Party, in writing, and to the extent it is commercially reasonable, that the Proprietary Information be deleted so as to no longer be accessible to the Receiving Party. The Receiving Party hereby agrees that it will not retain any copies, extracts or other reproductions in any format whatsoever, in whole or in part of any received Proprietary Information.

c. Nothing in this Section (Proprietary Information) nor this Agreement prohibits or prevents the Receiving Party from filing a charge with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before any federal, state, or local government agency, nor does anything in this Agreement preclude, prohibit or otherwise limit, in any way, the Receiving Party's rights and abilities to contact, communicate with, report matters to or otherwise participate in any whistleblower program administered by any such governmental agencies. The terms of this Section 18 shall survive in perpetuity the termination or expiration of this Agreement.

21. General Provisions. Each party recognizes and agrees that:

a. The Agreement shall not be binding until it has been approved by the partner portal process. This Agreement contains the entire agreement and understanding between the Parties and supersedes all prior agreements, negotiations, representations or understandings, whether written or oral, with respect to the subject matter of this Agreement. Each Party represents and warrants that there is no statement, representation, covenant, inducement or promise, whether written or oral, that has been made by the other Party which is not included in this Agreement. Each Party further represents and warrants that in entering into this Agreement, each Party is relying solely upon the information contained in this Agreement and not in reliance upon any other information.

b. Subject to the provisions herein, Supplier may amend the Agreement from time to time. The Agreement will be available at www.salivaquik.com. If Distributor does not agree with amendments to agreement, Distributor should terminate the Agreement and stop using SalivaQuik. Distributor's continued use of SalivaQuik partner portal will constitute acceptance of the Agreement. All of the terms of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and, if any, their successors and assigns. If any section of this Agreement is found by competent authority to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such section in every other respect and the remainder of this Agreement shall continue in effect so long as the Agreement still expresses the intent of the Parties.

- c. Each Party represents and warrants that it has been represented by counsel, or had the opportunity to be represented by counsel, as to the negotiations of and execution of this Agreement.
- d. This Agreement shall be governed by and construed under applicable federal law and the laws of the State of California. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the County of El Dorado, California, or another location mutually agreeable to the Parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The Parties reserve the right to object to any arbitrator who shall be employed by or affiliated with a competing organization or entity. Any decision or award because of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall include a written record of the arbitration hearing, as well as a written statement of decision. An award of arbitration may be confirmed in a court of competent jurisdiction. The parties hereby further agree that an arbitration award ("Underlying Award") may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules ("Appellate Rules"); that the Underlying Award rendered by the arbitrator(s) shall, at a minimum, be a reasoned award; and that the Underlying Award shall not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired. Appeals must be initiated within thirty (30) days of receipt of an Underlying Award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with any AAA office. Following the appeal process the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof.
- e. This Agreement may be executed electronically as part of the SalivaQuik Partner Portal process and agreed to upon the submission of the partner portal application and acceptance by SalivaQuik.

In Witness Whereof, the Parties have executed this Agreement as of the day, month and year that the Registration on SalivaQuik Partner Portal is deemed to be approved by Supplier.

Exhibit 1
Terms and Condition of Sale

All Sales Order and Subject to the following Terms and Conditions of Sale:

1.1. These terms and conditions of sale (these “**Terms**”) are the only terms which govern the sale of the goods (“**Goods**”) by the seller named in the Sales Order (“**Seller**”) to the Buyer named in the Sales Order (“**Buyer**”). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

1.2. The “**Sales Order**” and these **Terms** (collectively, this “**Agreement**”) comprise the entire sales agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms.

1.3. The Seller will at all times consider the party placing the purchase order with the Seller the party responsible and liable for the performance and payment of the Buyer’s obligation under such purchase order.

2. Delivery.

2.1. The goods will be delivered within a reasonable time of the delivery date on the Sales Order, subject to availability of finished Goods. Delivery dates stated or otherwise confirmed by Seller, whether in writing or orally, are bona fide estimates but Seller cannot guarantee the same and no liability shall attach to Seller in the event of a delayed delivery. Delay shall in no circumstances amount to or be deemed to be a breach or repudiation of the Sales Order. Seller shall not be liable for any delays, loss or damage in transit.

2.2. Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods PLUS Freight - flat rate to be scaled (the “**Delivery Point**”) using Seller’s standard methods for packaging such Goods. Buyer shall take delivery of the Goods within three (3) business days of Seller’s written notice that the Goods have been delivered to the Delivery Point. If requested by Seller, Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

2.3. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer’s purchase order.

2.4. If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller’s notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

3. Non-Delivery.

3.1. The quantity of any installment of Goods as recorded by Seller on dispatch from Seller’s place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

3.2. Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

4. Quantity. If Seller delivers to Buyer a quantity of Goods of up to five percent (5%) more or less than the quantity set forth in the Sales Order, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Sales Order adjusted pro rata.

5. Shipping Terms. Delivery shall be made ~~FOB~~ Freight Flat Rate the Delivery Point.

6. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the California Uniform Commercial Code.

7. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of Buyer and Seller.

8. Inspection and Rejection of Nonconforming Goods.

8.1. Buyer shall inspect the Goods within two (2) business days of receipt (“**Inspection Period**”). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. “**Nonconforming Goods**” means only the following: (i) product shipped is different than identified in Buyer’s purchase order; or (ii) product’s label or packaging incorrectly identifies its contents.

8.2. If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price (as defined below) for such Nonconforming Goods. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller’s facility located at the Delivery Point. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer’s shipment of Nonconforming Goods, deliver to Buyer, at Buyer’s expense and risk of loss, the replaced Goods to the Delivery Point.

8.3. Buyer acknowledges and agrees that the remedies set forth in Section 8.2 are Buyer’s exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 8.2, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

9. Price.

9.1. Buyer shall purchase the Goods from Seller at the price (the “**Price**”) set forth on the Sales Order. Prices stated are subject to change without notice in the event of (i) alterations in specifications, quantities, designs, or delivery schedules and/or (ii) increases in the cost of fuel, power, material supplied, or labor.

9.2. All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller’s income, revenues, gross receipts, personnel or real or personal property or other assets. Buyer shall, at its sole cost and expense, provide all such further documents and instruments, and take all such further acts, necessary to establish if Seller must collect any sales tax, and any other similar taxes, duties and charges of any kind imposed by any governmental authority, with respect to the transaction contemplated by this Agreement.

10. Payment Terms.

10.1. Buyer shall pay Seller 100% of the total Price at the time of placing the order without any discount, set-off or suspension as specified in Seller’s invoice. Buyer shall make all payments hereunder by wire transfer and in US

dollars and shall confirm wire instructions prior to transmission. Any exceptions to payment terms shall be approved in writing by Supplier and stipulated as a Condition of Sale.

10.2. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), if Buyer fails to pay any amounts when due hereunder and such failure continues for two (2) business days following written notice thereof, Seller shall be entitled to (i) declare immediately due and payable all Buyer's obligations to Seller, (ii) change credit or other terms for future deliveries, (iii) suspend or discontinue any further deliveries until Buyer pays all overdue amounts, or (iv) repossess the Goods.

11. Limited Warranty.

11.1. Subject to and without expanding any of the following provisions of Section 11, Seller warrants to Buyer that, at the time of delivery, the Goods will be of the type and in the quantity stated in Buyer's purchase order.

11.2. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11.1, SELLER EXPRESSLY DISCLAIMS ANY AND ALL, AND BUYER EXPRESSLY WAIVES ANY AND ALL, WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; (iv) WARRANTY OF CONDITION; OR (v) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. BUYER AGREES TO ACCEPT THE GOODS ON AN "AS IS, WHERE IS, WITH ALL FAULTS" BASIS. BUYER EXPRESSLY ASSUMES ALL RISKS RELATED TO OR ARISING OUT OF THE CONDITION, PERFORMANCE, SUITABILITY, AND EFFECTIVENESS OF THE GOODS.

11.3. Buyer acknowledges and agrees that some or all of the Goods have been or will be manufactured by a third party ("**Third Party Product**"). Third Party Products may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; (iv) WARRANTY OF CONDITION; OR (v) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. BY ACCEPTING A THIRD-PARTY PRODUCT, BUYER ACKNOWLEDGES AND AGREES THAT (I) SELLER HAS NOT REVIEWED, INSPECTED OR CERTIFIED THAT THE THIRD-PARTY PRODUCT IS OF ANY PARTICULAR QUALITY OR CONDITION, FREE FROM DEFECT, OR MANUFACTURED OR DESIGNED IN A MANNER TO ACHIEVE A PARTICULAR RESULT OR TO SUITABLE FOR BUYER'S INTENDED USE, AND (II) SELLER SHALL NOT BE LIABLE FOR ANY DEFECT IN OR DAMAGES CAUSED BY THE GOODS.**

11.4. Subject to the other provisions of this Section 11, in the event a Third-Party Product is covered by warranty from the manufacturer or supplier thereof, Seller agrees to assign and transfer such warranty to Buyer to the extent such warranty is assignable or transferable. Buyer acknowledges and agrees that Buyer's sole recourse or remedy, if any, in the event of a defect concerning the Goods shall be by and through such warranty from the Third-Party Product manufacturer or supplier.

11.5. The Seller shall not be liable for a breach of the warranty set forth in Section 11.1 unless:

- (i) Buyer gives written notice of the breach, reasonably described, to Seller within five (5) business days of the time when Buyer discovers or ought to have discovered the breach;
- (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and
- (iii) Seller reasonably verifies Buyer's claim that the Goods are in breach of Section 11.1. Buyer's

failure to make such claim within such time frames shall constitute Buyer's irrevocable acceptance of the Goods and Buyer's acknowledgment that the Goods fully comply with this Agreement.

12. Limitation of Liability.

12.1. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

12.2. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY), ANY STATUTORY OR COMMON LAW THEORY OR REMEDY, OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID BY BUYER TO SELLER FOR NONCONFORMING GOODS HEREUNDER.

13. Indemnity. Buyer agrees to indemnify, save and hold harmless Seller and Seller's agents, owners, members, officers, directors, shareholders, employees, representatives, attorneys and suppliers (the "Indemnified Parties"), from, against, for and in respect of any and all damages (including, without limitation, amounts paid in settlement with Seller's consent), losses, obligations, liabilities, liens, deficiencies, fines, penalties, costs, and expenses, including, without limitation, reasonable attorneys' fees and other costs and expenses incident to any suit, action, investigation, claim or proceeding (collectively, "Losses") suffered, sustained, incurred or required to be paid by any Indemnified Party by reason of, arising out of, or in any way related to Buyer's use of the Goods or Buyer's sale of the Goods to any third party.

14. Insurance. During the term of this Agreement and for a period of one (1) year thereafter, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than is reasonable for similarly situated companies, with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Seller as an additional insured. Buyer shall provide Seller with thirty (30) days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

15. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

16. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for two (2) business days after written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Buyer may not cancel or modify this Agreement except upon written agreement with Seller. If Buyer cancels or modifies this Sales Order, Buyer shall compensate Seller for all costs and damages resulting therefrom, including (without limitation) lost profits, allocable overhead, commodity market losses and all other incidental and consequential damages.

17. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

19. Force Majeure. The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, Buyer shall be entitled to give notice in writing to Seller to terminate this Agreement.

20. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

21. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

22. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

23. Governing Law. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California.

24. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of California in each case located in the City of Los Angeles and County of Los Angeles, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

25. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Order or to such other address that may be designated by the receiving party in writing. All Notices shall be

delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or electronic mail (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if the party giving the Notice has complied with the requirements of this Section.

26. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

27. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidential Information Governing Law and Submission to Jurisdiction.

ACKNOWLEDGED AND AGREED by each Party upon submission of the registration on SalivaQuik Partner Portal