

LABORATORY SERVICES AGREEMENT

This LABORATORY SERVICES AGREEMENT (the “Agreement”) is effective as of the date of Client's first order (the “Effective Date”), and is between PTCE, Inc., d/b/a Medicine Creek Analytics (“MCA”), a tribally chartered corporation of the Puyallup Tribe of Indians (the “Tribe”), a federally recognized Indian tribe with its principal address at 3009 East Portland Avenue, Tacoma, Washington 98404, and the “Client.” This Agreement shall govern all orders placed by Client.

1. **MCA Obligations.**

(a) Provision of Services. MCA agrees to perform analytical testing of cannabis and cannabis products and/or hemp and hemp products for Client as may be requested by Client via an Order Request via MCA's online portal or a completed Order Form (the “Request”). MCA reserves the right to decline service if the nature of the work presents a potential conflict of interest with other work currently underway or previously completed for another party.

(b) Timing of Services. MCA will endeavor to perform tests requested by Client within 5 business days of receiving the physical sample and Request. Unexpected delays due to instrument outage or other unforeseen circumstances will be promptly communicated to Client via email. MCA may subcontract any sample to another accredited testing facility and will indicate as such on its final report.

(c) Results. Test results will be provided on MCA's online software system. Client will be alerted by email when results have been posted. Only persons with Client's permission to view results will receive access to the Client portal or receive results.

(d) Washington Licensed Cannabis Samples. When testing samples for sale pursuant to Washington State Liquor & Cannabis Board laws and regulations, MCA will enter required test results into the state's traceability software system. Results of R&D samples will be shared with Client through MCA's secure online portal.

2. **Client Obligations.**

(a) Order Requests. Client will fill out an Order Request before or at the time of delivering samples, indicating what services it would like MCA to perform.

(b) Delivery of Samples. Client will deliver or arrange for delivery of samples to MCA unless otherwise agreed by the parties. Client agrees that any sample(s) delivered to MCA's facility:

(i) has appropriate chain of custody documentation, including Washington state traceability manifests, if applicable;

(ii) is/are documented accurately in all paperwork; and

(iii) is/are representative of the harvest or lot indicated in the documentation.

(c) Use of Results and Data. Individual Certificates of Analysis (COAs), also referred to as Results or Reports are not to be altered in any way without the express written consent of MCA. Individual COAs must be used in full and may not be represented in any other way except to lawfully represent the product, lot or batch assigned to the Report. MCA will not release COAs and data contained therein to any third parties without the written consent of the Client, unless required by law.

(d) Retest Policy. Retests performed at Client's request may be charged to Client if the retest confirms the original result. If the retest results are significantly different from the original result, (outside of the reported and accepted tolerances) or are incurred from lab error, Client will not be charged for the retest.

3. Fees and Payment Terms. Client shall pay to MCA fees in accordance with the current rate schedule or as otherwise agreed between the parties (the “Fees”). MCA's rate schedule is subject to change without notice to Client. Client shall pay all Fees at the time of delivery of the sample to MCA, unless otherwise agreed by the parties, and must be paid by cash, check or money order in US dollars.

4. Term. This Agreement will become effective as of the Effective Date and will continue in effect for any Order placed by the Client thereafter. The termination of this Agreement will not release Client from any payment obligation that has already accrued under this Agreement.

5. Confidentiality. MCA operates under “need to know” principles within its organization to protect its clients' information. MCA will hold in strictest confidence all data and information related to Client (names, their customers, technology, trade secrets, operations, facilities, products, systems, procedures, research, development, employees, or financial information) and will not share any Client information outside MCA's employees, members, directors, agents, and contractors except where required by regulatory reporting requirements.

6. Independence of Parties. Nothing herein shall create a joint venture or partnership between the parties hereto or an employer/employee relationship. MCA expressly acknowledges that it is an independent contractor of Client.

7. Indemnification. Client agrees, at its expense, to indemnify, defend and hold harmless MCA, its parent and affiliates, and their respective members, directors, employees, and agents, with respect to any claim, suit, demand, or expense of whatever kind (including reasonable attorneys' fees) (collectively, "Losses"), arising out of or related to (a) any breach by Client of any term or condition of this Agreement, or (b) Client's operation of its business, including any such Losses related to investigations, claims, or violations imposed by any state administrative agency.

8. Disclaimer of MCA Representations and Warranties. MCA DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, CONCERNING THE SERVICES, ACCURACY, COMPLETENESS, SAFETY, USEFULNESS FOR ANY PURPOSE, OR LIKELIHOOD OF SUCCESS OF ANY TECHNICAL INFORMATION, TECHNIQUES, MATERIALS, METHODS, PRODUCTS, PROCESSES, OR PRACTICES AT ANY TIME MADE AVAILABLE BY MCA, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE.

9. Limitation on Damages. TO THE FULLEST EXTENT PERMITTED BY LAW, MCA SHALL NOT BE LIABLE TO CLIENT OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE. IN NO EVENT SHALL MCA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BREACH OF CONTRACT, TORT (INCLUDING

NEGLIGENCE) OR OTHERWISE, EXCEED THE FEES PAID TO MCA BY CLIENT.

10. Miscellaneous.

(a) Governing Law; Venue. This Agreement is governed by Washington law. Any legal action between the parties concerning this Agreement or the parties' obligations hereunder is subject to the exclusive jurisdiction of and venue in Pierce County Superior Court, and the parties hereby consent to personal and exclusive jurisdiction and venue of such court. Each party waives any right to a trial by jury in connection with any action hereunder. Nothing in this Agreement may be construed as a waiver of MCA or the Tribe's sovereign immunity.

(b) Waiver. The waiver by MCA of a breach of any provision of this Agreement by Client shall not operate or be construed as a waiver of any other or subsequent breach by Client.

(c) Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

(d) Force Majeure. Neither party shall be liable for damages due to delay or failure to perform any obligation under this Agreement to the extent such delay or failure results from circumstances beyond the control of such party, such as acts of God, acts of war, civil commotions, riots, strikes, lockouts, acts of the government in either its sovereign or contractual capacity, pandemics, perturbation in telecommunications transmissions, inability to obtain suitable equipment or components, accident, fire, water damages, flood, earthquake, or other natural catastrophe.

(e) Entire Agreement; Amendments. This Agreement constitutes the complete and exclusive agreement between the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, oral and written, between the parties relating to the subject matter herein. This Agreement may be modified only by a writing signed by both parties.