

LABORATORY SERVICES AGREEMENT

This Laboratory Services Agreement (“Agreement”) is effective on the ____ day of _____, 201__, by and between Gobi Labs Hemp, Inc. (“Gobi Hemp”) and _____ (the “Client”).

In consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

- 1) Gobi Hemp will provide professional laboratory services as requested by the Client.
- 2) The Client agrees to pay for services rendered at the current rates published by Gobi Hemp, and, for Non-Routine Contracts, such charges as may be agreed between the Client and Gobi Hemp. Payment for services shall be made upon receipt of samples by Gobi Hemp for testing. Gobi Hemp may agree in its discretion to billing the Client for services in arrears. For all services invoiced in arrears, the payment shall be due within 30 days of the date of invoice. Amounts not paid within 30 days of the invoice date will be considered past due. All past due amounts will be subject to a standard late charge of 1.5% per month. Gobi Hemp may charge Client a fee of \$30 if a client check bank draft or electronic bank transfer is returned for insufficient fund.
- 3) The Client agrees to meet the minimum sample requirements published by Gobi Hemp. Samples will be rejected if, in the sole discretion of Gobi Hemp, it does not appear that these minimum sampling requirements are met, if it appears that the sample, or if there is evidence of tampering or significant damage or degradation between the time of sampling and receipt of the sample.
- 4) Laboratory Responsibility
 - a) Gobi Hemp shall perform services with care, skill and diligence, in accordance with applicable professional standards and shall be responsible for the professional quality, technical accuracy, and timeliness of all services furnished under this Agreement.
 - b) Gobi Hemp shall comply with all applicable state and local regulations and shall maintain all licenses and certifications as may be required by the State of Colorado and any relevant local jurisdiction at all times during which services are delivered under this Agreement.
 - c) Gobi Hemp will make best efforts to meet published turnaround times and to promptly inform the Client when there the deadlines cannot not be meet.
 - d) Gobi Hemp has no control over the sampling methods undertaken by the Client or by any governmental authority, or over the testing protocols used by governmental authorities or other laboratories. The Client acknowledges that the methods used by Gobi Hemp may differ materially from those used by governmental authorities and other laboratories at any given time, and that Gobi Hemp cannot certify or warrant that any production batch, harvest batch or crop or any part thereof will meet state or local quality control or safety requirements based solely upon the results of samples provided to Gobi Hemp.
- 5) Gobi Hemp may rarely subcontract certain tests or components of tests to other laboratories. All such subcontracting shall be conducted (a) in compliance with all relevant State laws and regulations and (b) using subcontractors that are ISO17025 accredited or whose procedures, equipment and facilities have been subject to appropriate review by Gobi Hemp. Gobi Hemp shall remain responsible for the quality of the work performed by the subcontractor.
- 6) Gobi Hemp is obligated to follow all relevant state and local laws and regulations. Client agrees that in the event that Gobi’s testing results directly or indirectly in any administrative or enforcement action against Client or Gobi Hemp that Client will hold harmless and indemnify Gobi from any claim, loss or expense relating to such actions.

- 7) The Client acknowledges that any product provided to Gobi Hemp for testing by Client becomes the property of Gobi Hemp and Gobi Hemp may transmit such products to third party testing laboratories for verification of Gobi Hemp results without first obtaining the consent of Client.
- 8) The Client represents that all samples it submits shall be obtained and held by the Client in full compliance with Colorado state and local laws, and the sampled product or any product made therefrom will only be offered for sale in compliance with such laws. The Client agrees to hold Gobi Hemp, its officers, directors, employees and contractors harmless and to provide immediate defense and indemnification for any claims, liabilities, losses, costs, damages, attorney's fees, or other expenses that may arise from any failure of the client to abide by this Paragraph 8.
- 9) Except as may otherwise be agreed by the parties in writing, all intellectual property developed by Gobi Hemp in the course of providing services to the Client shall be the property of Gobi Hemp.
- 10) Either party may terminate this Agreement at any time, except that the provisions of paragraphs 2, and 7 through 9 shall survive any such termination.

Both parties agree to and have executed this Agreement effective on the date first set forth above.

Gobi Labs Hemp, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Client Name

License No(s): _____

By: _____

Name: _____

Title: _____

Date: _____

Other legal entities party hereto as Client:

Name:

License No(s):

Name:

License No(s):

Name:

License No(s):