

## ChemoGLO™ Wipe Kit - TERMS AND CONDITIONS OF SALE

Client may purchase, and ChemoGLO shall provide, the Services and Kits described in Orders, all in accordance with the Terms and Conditions set forth herein. All Orders executed by Client and ChemoGLO shall be governed only by these Terms and Conditions. Each Order and these Terms and Conditions shall be referred to collectively as the "Agreement". Any additional or different terms in Client's documents (including, without limitation, contracts proposed by Client) are hereby deemed to be material alterations and notice of objection to and rejection of them is hereby given by ChemoGLO.

### 1. NON-CANCELLABLE

Orders may not be cancelled unless mutually agreed to in writing by Client and ChemoGLO.

### 2. PRICING

The purchase price for the Kit and Services shall be as set forth in the Order. All payments are due at time of order. Any payments not received within 30 days of the date due shall accrue interest from the date due until the date paid at twelve percent (12%) per annum or, if less, the maximum per annum rate permitted by law. Client agrees that ChemoGLO, in its sole discretion, may discontinue the provision of Services and sale of Kits to Client if any payment is not received when due. All applicable taxes, including but not limited to sales/use taxes, transaction privilege taxes, gross receipts taxes, and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges shall be paid by Client.

### 3. DELIVERY AND USE OF KIT

- A. Within 14 days of the complete execution of the Purchase Order, ChemoGLO shall deliver the Kit to the shipping address specified on the Order. Following Client's receipt of the Kit, it shall (i) use the Kit to collect samples (the "Samples") for the sole purpose of monitoring exposure to the common antineoplastic agents and hormone agents (the "Purpose") and (ii) return the Kit to ChemoGLO within 14 days of its receipt. Client shall use the Kit in strict compliance with the instructions included with the Kit. Client shall use the Kit solely for the Purpose. All other uses are strictly prohibited. Client shall not provide the Kit to any third party (other than third parties using the Kit on Client's behalf).
- B. ChemoGLO will use its reasonable efforts to perform the Services and deliver the results of the Services within 30 days from receipt of Samples (the "Results"), provided that it shall not be liable for any failure to deliver the Results within such thirty day period.
- C. Client shall not and shall prohibit third parties authorized by it to use the Kit to copy, modify, disassemble, reverse engineer, or otherwise determine or attempt to determine the technology underlying the Kit, or create any derivative works based upon the Kit. Client agrees that any works created in violation of this section are improvements or derivative works and, as such, the Client hereby assigns all right, title and interest therein to ChemoGLO at the moment of creation.

### 4. DISCLAIMER OF WARRANTIES

THE KIT AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CLIENT SHALL USE THE KIT AND THE RESULTS AT ITS OWN RISK. CHEMOGLO MAKES NO WARRANTIES REGARDING THE KIT, THE SERVICES OR THE RESULTS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### 5. GENERAL INDEMNIFICATION

- A. Client shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold ChemoGLO and its directors, officers, shareholder, employees, agents and contractors ("ChemoGLO Indemnified Parties") harmless from and against any and all claims, liabilities, demands, penalties, forfeitures, suits, judgments, and the associated costs and expenses (including attorney's fees) arising out of Client's or its employees', officers', agents', representatives', licensees or contractors' use of the Kits or use or reliance upon the Results.

### 6. INDEPENDENT CONTRACTOR

In performing Services under an Order, ChemoGLO is an independent contractor and its personnel and other representatives shall not act as nor be agents or employees of Client. As an independent contractor, ChemoGLO will be solely responsible for determining the means and methods for performing the required Services.

### 7. MISCELLANEOUS

- A. The Agreement contains the entire understanding between Client and ChemoGLO with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties.
- B. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.
- C. If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions.

### 8. SUBCONTRACTORS; ASSIGNMENT

- A. ChemoGLO may subcontract to any third party any of its rights or obligations under a Order without Client's prior written consent.
- B. Client shall not assign this Agreement or any Order without ChemoGLO's prior written consent. ChemoGLO may assign this Agreement or any portion thereof without the written consent of Client in connection with the sale of substantially all of its assets, a merger, consolidation, change in control or any assignment by operation of law.

### 9. LIMITATION OF LIABILITY

IN NO EVENT WILL CHEMOGLO BE LIABLE TO CLIENT FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS ARISING OUT OF, OR IN CONNECTION WITH, THE AGREEMENT, WHETHER OR NOT CHEMOGLO WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT, CHEMOGLO WILL NOT BE LIABLE TO CLIENT WITH RESPECT TO THIS AGREEMENT OR ANY PURCHASE ORDER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS IN THE AMOUNT CLIENT PAID TO CHEMOGLO UNDER THE APPLICABLE PURCHASE ORDER.

### 10. APPLICABLE LAW

The Agreement shall be interpreted and construed in accordance with the substantive and procedural laws of the State of North Carolina, excluding that body of law known as choice of law. All disputes with respect to the Agreement shall be brought and heard either in the North Carolina state courts located in Wake County, North Carolina, or the federal district court for the Eastern District of North Carolina located in Raleigh, North Carolina. The parties to the Agreement each consent to the jurisdiction and venue of such courts. The parties agree that service of process upon them in any such action may be made if delivered in person, by courier service, by telegram, by telefacsimile or by first class mail, and shall be deemed effectively given upon receipt.