

CURATIVE LABS INC.**COVID-19 Testing Request Form - DIRECT PAY**

Please complete one form for each institution or location requesting COVID-19 testing.

CONTACT INFORMATION

Today's Date: 5/14/2021

Company: San Mateo-Foster City School District

Contact Name: Patrick Gaffney

Phone: (650) 312-7700

Email Address: pgaffney@smfcsd.net

Curative Representative: Tim Mulqueen

COMPANY INFORMATION

Name: San Mateo-Foster City School District

Phone: (650) 312-7700

Address: 1170 Chess Drive

City: Foster City

Zip Code: 94404

County: San Mateo

State: CA

Type of Business: Public School

Additional information required for testing:

Please check who we will be testing:

☐ **EMPLOYEE/CONTRACTORS**☐ **STUDENTS**☐ **RESIDENTS****(Medicare A)****Payment price per kit: \$80****Agreement and Acknowledgment**

☐ By executing, I agree and acknowledge Curative pricing, timing, and terms and conditions <http://static.curative.com/legal/TermsAndConditionsAndCAConsent02012021.pdf> pertaining to this Form, and Business Associate Agreement ("BAA") attached, if applicable, and agree to such. If no BAA is required, please state reason here: _____

Company/Institution: _____

By: _____ Date: _____

Print Name: _____

Title: _____

Curative Labs Inc.

By: _____

Name and Title: _____

For Internal use: _____

//Direct Pay Form Modified 1/7/2021

(iii) **“Covered Entity”** has the same meaning as that term defined at 45 CFR 160.103, and in reference to the Party to this BAA, shall mean Curative.

(iv) **“Data Aggregation”** shall have the meaning given to such term under HIPAA and shall include the combining of PHI received or created by Business Associate to permit data analyses relating to healthcare operations of Covered Entity.

(v) **“Designated Record Set”** shall have the meaning given to such term under HIPAA and shall include patients’ (defined below) medical or billing records or any group of records which contains PHI that is used, in whole or in part, by or for Business Associate in rendition or facilitation of services Covered Entity.

(vi) **“Disclosure”** shall have the meaning given to such term under HIPAA, and includes the release, transfer, provision of access to, or divulging in any manner of information outside the entity or individual holding the information.

(vii) **“HIPAA”** means collectively the federal Health Insurance Portability and Accountability Act of 1996, Pub. Law 101-19, as amended from time to time, the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, and the HITECH Act of 2009, as implemented by the HIPAA Final Rule.

(viii) **“Minimum Necessary”** shall have the meaning given such term under HIPAA.

(ix) **“Patient”** shall have the same meaning as the term “individual” under HIPAA (45 CFR 160.103), and it also includes any person designated or serving as a personal representative of a Patient.

(x) **“Protected Health Information”** (“PHI”) shall have the meaning given to such term under HIPAA (45 CFR 160.103). It includes any individually identifiable health information, whether oral or recorded in any form or medium, limited to the information created or received by Business Associate or on behalf of Covered Entity (i) that relates to the past, present or future physical or mental health condition of the Patient; (ii) the provision of health care to Patient; (iii) or the past, present or future payment for the provision of health care to Patient.

(xi) **“Required by Law”** shall have the meaning given such term under HIPAA, and means a mandate contained in law that compels an entity to make a use or Disclosure of protected health information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil of an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require

such information if payment is sought under a government program providing public benefits.

(xii) **“Secretary”** shall mean the Secretary of the Department of Health and Human Services or her/his designee.

(xiii) **“Security Incident”** shall mean any accidental, malicious or natural act that:

- (1) Results in a Breach of any of Covered Entity’s data;
- (2) Adversely impacts the functionality of the Covered Entity’s information network;
- (3) Permits unauthorized access to Covered Entity’s information network;
- (4) Impacts the integrity of Covered Entity’s files or databases including, but not limited to:
 - (5) Interface failures;
 - (6) Inadequate testing or change control procedures;
 - (7) Other failures, which result in the deletion or unauthorized changes to an electronic database.
- (8) Involves the loss or loss of control of an information technology resource owned or controlled by Covered Entity; or
- (9) Involves the use of Covered Entity’s technology resources for illegal purposes or to launch attacks against other individuals or organizations.
- (10) Involves a “Breach” of PHI.

(xiv) **“Subcontractor”** shall have the meaning given such term under HIPAA, and includes a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate. A subcontractor can also be a business associate.

2. Obligations and Activities of Business Associate.

(a) Business Associate agrees not to Use or Disclose PHI received or created by Business Associate except as permitted by this BAA, the Service Agreement, or as Required by Law. Without limiting the forgoing, Business Associate represents and warrants that Business Associate and Business Associate personnel are familiar with the requirements of HIPAA, shall comply with the provisions of this BAA, and all present and future provisions of HIPAA applicable to Business Associates.

(b) Without limiting the foregoing, to the extent the Business Associate will carry out one or more of the Covered Entity obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

(c) Business Associate agrees to use appropriate administrative, physical and technical safeguards, and to comply with Subpart C of 45 CFR Part 164 with respect to ePHI, to prevent Use or Disclosure of PHI other than as provided for by this BAA and the Services Agreement.

(d) Business Associate agrees to report immediately to Covered Entity, and in any case within three (3) business days, any Use or Disclosure of PHI not provided for by this BAA or the Services Agreement of which Business Associate becomes aware, including a Breach of Unsecured PHI as required under 45 C.F.R. §164.410 and any Security Incident.

(i) For clarity, a Breach or Security Incident shall be considered “discovered” as of the first day on which the Breach or Security Incident is known, or reasonably should have been known, to Business Associate or any employee, officer, Business Associate Vendors or agent of Business Associate.

(ii) Any notice of a Security Incident or Breach shall include the identification of each Individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Security Incident or Breach, as well as any other relevant information regarding the Security Incident or Breach. Any such notice shall be directed to Covered Entity pursuant to the notice provisions of the Services Agreement with attention to the Privacy Officer; and via email to HIPAA@curative.com *provided, however, that, notwithstanding anything to the contrary set forth in the Service Agreement, any notification obligations under this Section 2(d) shall be deemed satisfied only upon written acknowledgement by Covered Entity.*

(e) Business Associate agrees to mitigate any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate or its employees, officers, Subcontractors or agents that is not permitted under this BAA (including, without limitation, any Security Incident or Breach). Business Associate shall keep Covered Entity fully apprised of all mitigation efforts of the Business Associate required under this Section 2(e).

(f) Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits PHI on behalf of Covered Entity as permitted under and pursuant to this BAA and/or Services Agreement agrees in writing to the same terms and conditions that apply to PHI under this BAA.

(g) Business Associate agrees to make available, within three (3) days of a request by Covered Entity, PHI that is maintained in a Designated Record Set (if any), to Covered Entity or an Individual, in each case as may be directed by Covered Entity, in order to satisfy the requirements under 45 C.F.R. §164.524.

(h) Business Associate agrees to make any amendment(s) to PHI maintained in a Designated Record Set (if any) as requested by Covered Entity pursuant to 45 C.F.R. §164.526,

or take other measures as reasonably necessary to enable Covered Entity to satisfy its obligations under 45 C.F.R. §164.526.

(i) Business Associate agrees to maintain and make available to Covered Entity the information required to provide an accounting of Disclosures, as reasonably necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.528.

(i) For clarity, if an Individual makes any request for access to PHI related to the forgoing Sections 2(e)-(g), Business Associate shall promptly forward such request to Covered Entity within three (3) business days of the request, and will cooperate with Covered Entity in matters relating to such request; *provided, however*, that in no case shall Business Associate reply directly to any Individual regarding such request.

(j) Business Associate agrees to make its internal practices, books, and records, regarding the Use and Disclosure of PHI created or received by the Business Associate on behalf of Covered Entity available to Covered Entity and the Secretary for purposes of (i) monitoring/auditing and (ii) determining compliance with the HIPAA.

(k) Business Associate shall comply with all the obligations required under all applicable laws, including but not limited to the Health Information Technology for Economic Clinical Health Act ("HITECH Act"), Title XIII of the American Recovery and Reinvestment Act of 2009. 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164. The written policies and procedures and documentation required by 45 CFR Section 164.316 shall be made available to Covered Entity upon request. The additional requirements of the HITECH Act that relate to privacy and security and that are made applicable with respect to covered entities and business associates shall be and by this reference hereby are incorporated into this Agreement.

(l) Business Associate shall provide appropriate training to members of its workforce regarding HIPAA and the proper use and transmission of PHI under this Agreement.

3. Permitted Uses and Disclosures by Business Associate.

(a) Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.

(b) Without limiting Section 3(a), Business Associate may Use and Disclose PHI:

(i) To perform the Services set forth in the Service Agreement and as otherwise set forth in this BAA;

(ii) As Required by Law, including to report violations of law to appropriate Federal and State authorities;

(iii) For the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and

(iv) To provide Data Aggregation services to Covered Entity.

Any permitted Use or Disclosure under Section 3(b)(i)-(iv) shall be consistent with the Minimum Necessary requirements set forth in the HIPAA.

(v) Business Associate must review Covered Entity's Notice of Privacy Practices located on its website at <http://curative.com>;

4. Effect of Violation of Obligations

(a) If Business Associate violates or in any way fails to comply with any of its obligations under this Agreement, said violation shall also be considered a violation of its obligations under any other agreements between the Parties hereto. In the event of a violation of this Agreement by Business Associate, Covered Entity shall have the option to do the following:

(i) Provide Business Associate an opportunity to cure the violation, to the extent curable, and end the violation within a reasonable time specified by Covered Entity. If Business Associate does not cure the violation or end the violation as and within the time specified by Covered Entity, or if the violation is not curable, Covered Entity may terminate its obligations to Business Associate, including, but not limited to, its future payment obligations; or

(ii) Immediately terminate this Agreement and any other agreements between the Parties, if Covered Entity reasonably determines that Business Associate (i) has acted with gross negligence in performing its obligations; (ii) is in violation of the law; (iii) willfully has violated or is violating the privacy and security provisions of this Agreement; (iv) is unable to provide, if requested, written assurances to Covered Entity of its ability to protect the confidentiality and security of PHI; or (v) is unable to comply with its obligations under this Agreement. Such termination of this Agreement and any other agreements between the Parties shall be without prejudice to other legal remedies available to Covered Entity.

(b) Covered Entity may also report the violation to the Secretary if neither termination nor cure is feasible.

5. Term and Termination.

(a) Term. The Term of this BAA shall commence as of the Effective Date and, except for the rights and obligations set forth in this BAA specifically surviving termination, shall terminate upon the termination or expiration of the last Service Agreement, unless otherwise earlier terminated for cause in accordance with this Section 6.

(b) Termination by Covered Entity. In addition to any termination provisions set forth in the applicable Service Agreement, Covered Entity may terminate this BAA if Covered Entity determines that Business Associate has violated this BAA, and Business Associate has failed to cure such material breach of this Agreement or end the violation within thirty (30) days of notice by Covered Entity of such alleged breach.

(c) Effect of Termination. At any time during the term of the BAA, and upon termination or expiration of this BAA for any reason, Business Associate, with respect to any PHI received from Covered Entity or created, maintained, or received by Business Associate on

behalf of Covered Entity, shall return to Covered Entity or destroy (at Covered Entity's direction) any PHI that Business Associate maintains in any form. Business Associate shall direct any Business Associate Vendors to return or destroy PHI in accordance with Covered Entity's direction under this Section 6(c).

6. Indemnification.

(a) Each Party agrees to indemnify, defend and hold harmless the other Party, and each of its or their respective employees, directors/trustees, members, professional staff, representatives and agents (collectively, the "Indemnitees") from and against any act or omission of the indemnifying Party which gives rise to or results in any losses, fines, penalties, damages, expenses and assessments, costs judgments and awards (including attorney's fees) arising out of any claims, demands, actions, lawsuits or investigations in each case brought by a third party and which arise out of, result from or are connected to (i) cost of notification or remediation relating to notification required by law for individuals whose PHI or personal information have been inappropriately access or disclosed; or (ii) a breach of the terms and conditions of this BAA or a violation of HIPAA by Business Associate or its employees or agents (including any Subcontractors).

(b) To the extent Business Associate has limited its liability under the terms of the Services Agreement, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, such limitation shall not apply to the following:

- (i) any indemnification obligation of Business Associate under Section 7(a);
- (ii) the costs of notifying Patients of a Breach involving their PHI as required by 45 C.F.R. § 164.400 *et seq.*;
- (iii) any civil monetary penalties, fines, or other damages resulting from the action of any state or federal government agency as a result of the breach;
- (iv) fees of counsel, forensic computer specialists, and other consultants used to assist Covered Entity in responding to a Breach of PHI or any Security Incident and any subsequent investigation by a federal or state government agency; and
- (v) the defense of lawsuits brought by Patients alleging invasions of privacy, and any liability resulting from such lawsuits (whether in the form of a judgment or settlement), *provided* that Covered Entity shall have the opportunity to participate in the defense of such lawsuits and to approve any proposed settlement for which it would be financially responsible.

(c) This Section 7 shall survive termination or expiration of this BAA or Services Agreement(s) for any reason.

7. Miscellaneous.

(a) This BAA is governed by, and will be construed in accordance with, the laws of the State that govern the Services Agreement. Any action relating to this BAA must be

commenced within two years after the date upon which the cause of action accrued. This BAA may only be assigned in connection with an assignment of the Services Agreement. If any part of a provision of this BAA is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this BAA will not be affected. All notices relating to the Parties' legal rights and remedies under this BAA will be provided in writing to a Party, will be sent to its address set forth in the Services Agreement, or to such other address as may be designated by that Party by notice to the sending Party, and will reference this BAA. This BAA may be modified, or any rights under it waived, only by a written agreement executed by the authorized representatives of the Parties. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for the Parties to comply with the requirements of applicable law. This BAA is the complete and exclusive agreement between the Parties with respect to the subject matter hereof, superseding and replacing all prior agreements, communications, and understandings (written and oral) regarding its subject matter. Any ambiguity in this BAA shall be resolved in favor of the meaning that permits the Parties to comply with applicable law and any current regulations promulgated thereunder. Any failure of a Party to exercise or enforce any of its rights under this BAA will not act as a waiver of such rights.

(b) This Agreement may be executed in counterparts, with each of the counterparts, taken together, deemed to be an original. Facsimiles and photocopies of this Agreement shall have the same force and effect as an original.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Parties have executed this BAA as of the Effective Date set forth above.

Curative Inc. and Curative Labs, Inc.

San Mateo Foster City School District

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

TERMS AND CONDITIONS TO COVID-19 TESTING REQUEST:

These Terms and Conditions (the “Terms and Conditions” or “Agreement”) are incorporated into each service agreement entered into by Curative Labs Inc., with offices located at 430 South Cataract Ave, San Dimas, CA 91773, with clinical laboratories certified under the Clinical Laboratory Improvement Amendments of 1988 (CLIA) (collectively, “Curative”) and Customer.

Customer wishes to engage Curative as a provider for COVID-19 testing services (the “Services” upon the terms and conditions set forth herein. Curative wishes to provide the services, upon the terms and conditions described below.

In support of this Agreement Curative has contracted with an independent physician or physician group (the “Provider”) duly licensed and authorized under applicable laws to authorize Curative to perform and report the Curative COVID-19 Tests for test recipients. Customer understands Curative will not provide a medical review by a physician in the Services under this Agreement.

Customer agrees that Curative will bill the Customer directly or will bill its insurance company or will bill the insurance company first with the Customer as a backstop and that Customer shall reimburse Curative for all costs associated with these services. It is understood that costs include payment for the Provider and that Curative has been authorized and appointed by the Provider to act as its billing agent for the Provider’s services and to bill, receive and transmit such payments.

Important limitations of the COVID-19 Testing Service.

As with all tests, there is a risk of false negatives. There is also a risk that some infected individuals may have some level of COVID-19 infection below the sensitivity of the testing method.

There is an on-going risk of COVID-19 infection, so repeat testing on a regular basis should be considered as appropriate.

Influenza and other infectious diseases are not tested for. This test only tests for the presence of the virus that causes COVID-19 (SARS-CoV-2).

Turn Around Time/Non-Reportable Rate: Curative shall use commercially reasonable efforts to ensure that its turnaround time for electronic delivery of COVID-19 testing results is typically within 48 hours from the time of specimen receipt at Curative. All test results shall be provided electronically to the customer. It is not uncommon for some percentage of samples to fail quality control and have a non-reportable result.

Test Results: All test results performed by Curative shall be reported as required to various government agencies to meet its reporting obligations as a clinical laboratory. Curative shall be responsible for all required COVID-19 test reporting to federal, state, and/or local health authorities in accordance with applicable laws and regulations.

Certifications: All testing performed by Curative shall be in accordance with applicable state and federal requirements. Curative shall maintain required licenses, permits, and certifications as required under applicable law and regulation for Curative and its designated laboratories to perform the Services (“Required Approvals”) upon the written authorization of the Provider.

Customer Support: Curative will provide support with troubleshooting, questions on billing, or other service-related questions via both email and phone during normal business hours and in a timely manner.

Protected Health Information: The Parties acknowledge that, in the performance of the Services under this Agreement, they may have access to certain sensitive or private information related to the health or well-being of an individual or individuals (“Protected Health Information”) which is stored by or accessible to the other Party. Each Party agrees that it is directly liable under the HIPAA Rules and the HITECH Act and is subject to civil and, in some cases, criminal penalties for making Uses and Disclosures of Protected Health Information that are not authorized by this Agreement or Required by Law. Each Party also acknowledges that it is liable and subject to civil penalties for failing to safeguard Electronic Protected

TERMS AND CONDITIONS TO COVID-19 TESTING REQUEST:

Health Information in accordance with the HIPAA Security Rule.

If HIPAA or any other applicable state or federal law or regulation, now or hereafter in effect, imposes a higher standard of confidentiality or security with respect to PHI, such standard shall prevail over the provisions of this Agreement.

Warranty: Curative warrants the Services are performed by a CLIA-certified laboratory.

Limitation of Damages: EXCEPT AS OTHERWISE SET FORTH IN THE AGREEMENT, CURATIVE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE TESTING AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARE HEREBY DISCLAIMED. CURATIVE DISCLAIMS ANY LIABILITY ARISING FROM ANY DECISION OR DETERMINATION BY INDIVIDUAL OR THIRD PARTY CONCERNING WHETHER INDIVIDUAL'S PRESENCE IN THE WORKPLACE IS SAFE IF MADE, IN WHOLE OR IN PART, ON THE RESULTS OF THE SERVICES PROVIDED UNDER THE TERMS OF THIS AGREEMENT. EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, COST OF COVER, OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE. IN NO EVENT SHALL CURATIVE'S LIABILITY UNDER THIS AGREEMENT EXCEED \$500.00. IN NO EVENT SHALL ANY PROVISION IN THIS AGREEMENT BE CONSTRUED AS A WAIVER OF STATUTORY IMMUNITY PROVIDED TO CURATIVE UNDER THE PREP ACT *See* 85 Fed. Reg. 15,198 (March 17, 2020); *see also* Pub. L. No. 109-148, Public Health Service Act § 319F-3, 42 U.S.C. § 247d-6d and 42 U.S.C. § 247d-6e.

Methods Modified or Added During the Contract Period: Due to the evolving nature of the COVID-19 crisis and available test solutions, Curative may provide additional service options, collection devices, reporting, or modify the existing Service offering. Curative shall notify Customer of the change and provide training to Individual as necessary to provide reliable Services.

Payment Terms: Payment shall be due upon receipt. Customer shall have no right of set-off or withholding, and no deduction of amounts due from Customer to Curative shall be made without Curative's prior written approval. Any amounts not paid by Customer thirty days past due shall be subject to interest charges from the date due until paid, at the rate of one and one half percent (1.5%) per month, or the highest interest rate allowable by law (whichever is less). If any amounts become past due, Curative may at its option and without further notice withhold further Services until all invoices have been paid in full.

Confidential Information: Both Parties acknowledge that each may gain access to the confidential information of the other and/or its affiliates. Except as required by law or legal process, each Party agrees that it will hold in confidence, safeguard, and not use (except as required by those employees, officers, directors, or consultants, acting pursuant to these Terms and Conditions or as required by law or legal process) or disclose, disseminate or make available to third parties, patient information (including but not limited to, social security numbers, addresses, insurance information, results, and diagnosis information), and any other confidential information of the disclosing party and/or its affiliates at the time of disclosure (together "Confidential Information"). Both Parties agree to treat such Confidential Information it receives from or on behalf of the other with the same degree of care that it treats its own proprietary information, but with no less than a reasonable degree of care.

Return of Confidential Information: Each party shall promptly return or destroy all Confidential Information of the other party it holds in written form and all copies of it, in any format, upon the other party's written demand or the expiration or termination of this Agreement, except for Confidential Information that may be incorporated in any information that the recipient is required to maintain by law to verify the work that it performed, which may be retained by the recipient

TERMS AND CONDITIONS TO COVID-19 TESTING REQUEST:

subject to the restrictions contained within. For the avoidance of doubt, retention of electronic back-up and archival copies of Confidential Information maintained pursuant to regular data archiving and record retention policies and practices shall not be deemed to be a violation of these Terms and Conditions.

Indemnification: Each Party agrees to indemnify, defend and hold harmless the other Party and its members, managers, directors, officers, employees, representatives and agents from and against any and all third party claims, demands, actions, losses, expenses, damages, liabilities, costs (including, without limitation, interest, penalties and reasonable attorney's fees) and judgments for any bodily injury, property damage or any other damage or injury to the extent caused by the indemnifying Party or any of its employees or agents (i) breach of this Agreement or applicable law, and (ii) negligence or willful; except, in each case, to the extent that such claim arises out of or results from the negligence, gross negligence or willful misconduct of the indemnified Party or any of its employees or agents.

Insurance: Curative agrees to maintain professional liability and commercial general liability insurance to cover its Services provided hereunder in the minimum amounts of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) annual aggregate. Curative agrees to furnish upon request, a current and valid certificate of insurance from Curative's insurance carrier verifying the nature and amounts of coverage and Curative agrees to keep and maintain such insurance coverage in full force and effect during the term of this Agreement.

Compliance with Law/Material Breach: Each party represents and warrants that in the performance of its obligations under these Terms and Conditions, it will comply with all applicable laws. Failure by any party to comply with any applicable law as required hereby shall be considered a material breach of this Agreement. In the event of a determination that this Agreement is not in compliance with any Applicable Law, then the parties shall negotiate in good faith to bring this Agreement into compliance. All amendments to this Agreement to bring this Agreement into compliance must be mutually agreed to by the parties in writing. If such agreement cannot be reached, either party may terminate this Agreement by written notice to the other party.

Termination:

(a) In the event of a substantial failure to perform in accordance with the terms hereof, the non-defaulting party may terminate this Agreement upon three (3) business days written notice setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the same three (3) business day period), provided that said failure is through no fault of the non-defaulting party.

(b) Either Party may terminate this Agreement at any time upon three (3) business days prior written notice to the other Party. Any outstanding balances owed by Company to Curative, shall be paid within ten (10) business days of such termination for convenience.

Assignment: Without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld, neither party may assign any of its rights or obligations hereunder. Notwithstanding anything to the contrary herein contained, any party may assign its rights or obligations hereunder in the entirety (i) to its parent or any subsidiary or successor corporation without prior written consent and (ii) in connection with a merger, reorganization, consolidation, change of control, or sale of all or substantially all of the assets to which this Agreement pertains; provided, however, that nothing contained herein shall release the assigning party from its obligations hereunder. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the successors and assigns of the parties hereto.

Notice: Except as otherwise expressly provided in this Agreement, all notices hereunder shall be in writing, personally delivered, sent by certified mail, return receipt requested, addressed to:

Curative Labs Inc.
430 South Cataract Avenue
San Dimas, CA 91773

Choice of Law/Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for all dispute resolution, including litigation shall be Los Angeles County, California.

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Waiver: The failure of either Party to this Agreement to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter, nor shall a waiver of any right hereunder at any given time be deemed a waiver thereof for any other time.

Third Parties: Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it.

Severability: It is the intention of the Parties that the provisions of this Agreement shall be enforceable to the fullest extent permissible under applicable laws, and that the invalidity or unenforceability of any provisions under such laws will not render unenforceable, or impair, the remainder of the Agreement. If any provisions hereof are deemed invalid or unenforceable, either in whole or in part, this Agreement will be deemed amended to modify, or delete, as necessary, the offending provisions and to alter the bounds thereof in order to render it valid and enforceable.

Non-Exclusive Arrangement: Curative acknowledges that this Agreement is non-exclusive and that it does not place restrictions on an Individual's ability to use other laboratories and that a minimum volume of specimens is not guaranteed to be referred to Curative for Services.

Relationship of the Parties: Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the Parties. No Party is an agent of the other, and no Party has any authority whatsoever to bind the other Party, by contract or otherwise. Each Party shall be solely responsible for the payment of compensation (including provision for employment taxes, federal, state and local income taxes, workers compensation and any similar taxes) and benefits associated with their respective businesses.

Force Majeure: Curative shall be excused from non-performance or delay in performance to the extent that such non-performance or delay in performance arises out of causes beyond the control and without the fault or negligence of the non-performing Party. Such cases include, but are not limited to, acts of God, pandemics (including COVID-19), the public enemy or terrorism, laws or acts of any government in either its sovereign or contractual capacity, fires, floods, epidemics, pandemics, strikes or freight embargo.

TERMS AND CONDITIONS TO COVID-19 TESTING REQUEST:

SAMPLE INDIVIDUAL WAIVER AND RELEASE HIPAA (AUTHORIZATION):

You are entitled to keep your protected health information private. However, you authorize Curative Labs Inc. to disclose your protected health information (“PHI”) described below, to the persons or entities identified in this form.

I hereby authorize the release of the following protected health information:

My name and the result of my COVID-19 (novel coronavirus) test.

This information may be released to:

My employer only.

This information will be used for:

Addressing workplace health and safety through medical surveillance of COVID-19 cases at our workplace.

I also understand and agree to the following:

Any information used or disclosed through this authorization may no longer be protected by privacy laws and may be subject to re-disclosure by the person or organization receiving it.

I have the right to revoke this authorization at any time by doing so in writing to support@curativeinc.com.

Any revocation of this authorization by me will not apply to actions that Curative Labs Inc. or my insurance company or other medical provider associated with this testing has already taken regarding the sharing of my protected health information during the period that my authorization was valid.

This authorization will remain in effect for one year from the date you agree to this Authorization, unless otherwise revoked.

**BY SUBMITTING SPECIMEN FOR COVID-19
TESTING, I AGREE AND CONSENT TO ALL OF
THE AFOREMENTIONED.**

TERMS AND CONDITIONS TO COVID-19 TESTING REQUEST: