Insurance Covered

Employer COVID-19 Testing Services Agreement

This Agreement is entered into effective as of October 7, 2020 (the "Effective Date"), between 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 Alameda County Office of Education, with offices located 313 W. Winton Ave, Hayward, California 94544 ("Company"). Curative and Company shall be referred to hereafter individually as a "Party" and collectively as the "Parties" to this Agreement.

Company wishes to engage Curative as a provider for COVID-19 testing Services solely for the purposes of screening its employees for working on-site, upon the terms and conditions set forth in this Agreement and further described in Exhibit "A". Curative wishes to provide to Company's employees who work at the Company's offices or other premises, the Services, upon the terms and conditions described below.

Curative will provide a physician duly licensed under California law for the laboratory order for the testing under this Agreement. The Company understands Curative will not provide a medical review by a physician in the Services under this Agreement.

Both Parties agree that Curative will be solely billing the employee's medical insurer (if the employee's medical coverage is self-insured by the employer, for purposes of this Agreement, "insurer" shall include the Third-Party Administrator of that self-insured medical coverage) and is responsible for all costs associated with the Services. Curative shall not bill the Company or employees for any amounts under any circumstances.

Both Parties agree that Company has represented that its employees are Essential Workers as defined by California state law and emergency COVID-19 rules (Cal Code Regs. Tit. 28, §1300.67.01).

Important limitations of the COVID-19 Employer Testing Service:

I. All employees using the Services must sign a **Consent & Release Form** prior to the collection of samples.

II. It is the Company's responsibility to obtain the employee consent and release, and the Company covenants that it will obtain consent and release, on a form provided by Curative to the Company, from all employees submitting a sample for the Services prior to shipping the samples to Curative.

III. The Company will use reasonable efforts to associate/link the barcode on each collection device to individual employees. Company understands, Curative does not collect the samples, and therefore cannot be responsible for the barcoding at the sampling stage of the testing process.

IV. The Company understands:

a. 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 but, Curative shall still be responsible for performing the laboratory testing in accordance with all accepted standards.

b. There is an on-going risk of COVID-19 infection, so repeat testing of employees on a regular basis should be considered as appropriate under certain circumstances, and Company will establish the frequency of testing guidelines based on the recommendations of its advisors.

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

d. In accordance with CDC guidelines, employees displaying observable flu-like or COVID-like symptoms during sample collection should be instructed to contact their personal medical provider and self-isolate.

In consideration of the mutual covenants hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

1. Term

This Agreement shall begin on the Effective Date and continue for a period of one month (the "Initial Term") and automatically renew thereafter for one-month terms (collectively, the "Term").

2. Testing Services; Curative Certification and Standard of Work

(a) Services: Curative shall provide the Services in accordance with service ordering and delivery instructions provided by Company subject to the above procedures and policies, and all applicable regulatory and current scientific guidelines. Curative will perform all Services under this Agreement in a professional, lawful, and timely manner consistent with applicable laws as they relate to COVID-19 testing services.

(b) 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 to the Company Representative of the Company typically within 48 hours from the time of specimen receipt at Curative. All test results shall be provided electronically to the Company. It is not uncommon for some small percentage of samples to fail quality control and have a non-reportable result.

(c) The Company Representative will serve as the primary point of contact and will contact Curative as needed, and the Company Representative will be required to complete Curative's prescribed shipping, safety and protected health information (PHI) training prior to assuming this role.

(d) All test results performed by Curative shall be reported to the Company Representative. The Company Representative shall use commercially reasonable efforts, subject to applicable law, to provide all required information that is necessary for Curative 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.

3. Certifications

All testing performed by Curative shall be in accordance with applicable state and federal requirements and Curative's policies and procedures. 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").

4. Pricing and Payments

Curative shall solely invoice the insurer for all testing of Company's covered employees and shall not look to any employees or the Company for such payment.

5. Customer Support

Customer Support: Curative will provide Company 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.

6. Representations and Warranty

(a) Curative represents that all protected health information (PHI) will be encrypted and protected within Curative's systems in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and implementing regulations and other applicable federal and state laws and will use PHI (or any information derived therefrom) solely for the Services provided for herein and in accordance with each employee's authorization/consent, and such PHI (and any derived information) shall not be used for any purposes other than the Services. Notwithstanding the aforementioned, deidentified (anonymized data) information meeting the requirements for de-identification under HIPAA, may be used solely for state and federal governmental required reporting in the United States and related aggregated statistical data as it relates to COVID for public health purposes. Such use shall be in compliance with all PHI/HIPAA protection regulations

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

(c) Warranty; Limitation of Damages. EXCEPT AS OTHERWISE SET FORTH IN THE AGREEMENT, CURATIVE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARE HEREBY DISCLAIMED. CURATIVE DISCLAIMS ANY LIABILITY ARISING FROM ANY DECISION OR DETERMINATION BY COMPANY OR THIRD PARTY CONCERNING WHETHER ANY EMPLOYEE OR CONTRACTOR'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. A .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 EXCEED the greater of $50,000.00, or compensation received by Curative in connection with this Agreement for any

cause of action other than intentional torts (including, but not limited to, bad faith), as intentional torts shall not be subject to any limitations on damages or other remedies.

7. 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, subject to the Company's prior written agreement. Curative shall notify Company of the change and provide training to Company as necessary to provide reliable Services.

8. Confidential Information

(a) Confidential Information: Curative and Company acknowledge that they may gain access to the confidential business information of the other and/or its affiliates in the course of performing their obligations under this Agreement. Except as required by law or legal process, Curative and Company each agrees that it will hold in confidence, safeguard, and not use (except as required by those employees, officers, directors, or consultants, acting pursuant to this Agreement or as required by law or legal process) or disclose, disseminate or make available to third parties, except the Company's affiliates, information related to proprietary research techniques and technology, types of supplies, pricing for supplies, 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"). Curative and Company each agrees 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 and in accordance with all applicable laws and regulations, including, but not limited to, HIPAA.

(b) Exceptions to Confidential Information: Notwithstanding subsection (a) above, information shall not be deemed Confidential Information if it (i) is or becomes generally known to the public through no unlawful act of the recipient; (ii) was known to the recipient at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the recipient without any use of the disclosing party's Confidential Information; (v) becomes known to the recipient from a source other than the disclosing party without breach of this Agreement and otherwise not in violation of the disclosing party's rights; or (vi) is required to be disclosed in accordance with law or court order.

(c) 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 for a reasonable period of time by the recipient subject to the restrictions contained in this Section 9. For the avoidance of doubt and subject to the foregoing, 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 this Agreement.

(d) Confidential 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 ("Confidential Health

Information") which is stored by or accessible to the other Party. Each of the Parties agrees to: (i) use or disclose the Confidential Health Information only as such Party is required to use or disclose such information in connection with the matters referred to in this Agreement; (ii) safeguard such information to the same extent as it does its own Confidential Health Information and proprietary information; (iii) limit the making of any copies, extracts or reproductions of Confidential Health Information to those occasions which are necessary to carry out the duties under this Agreement and safeguard the copies, extracts or reproductions made of such information; (iv) not use such information after termination of this Agreement for any reason unless otherwise agreed; and (v) access only the Confidential Health information which is necessary to perform the duties under this Agreement.

(e) HIPAA/Protected Health Information. Except as required by law to report certain data pertaining to COVID-19 testing, in the event that any PHI within the meaning of the Health Insurance Portability and Accountability Act of 1996, and its amendments thereto, including 45 CFR Parts 160 and 164, as amended by the Health Information Technology for Economic and Clinical Health Act and the Final Omnibus Rules (collectively "HIPAA") is received by Curative, Curative, as a HIPAA Covered Entity, shall comply with all applicable requirements under HIPAA to safeguard such PHI and prevent the use or disclosure of such PHI other than as provided for under this Agreement. Each of the Parties will, and will cause their respective personnel to, comply with its own applicable obligations under HIPAA and other guidelines, policies and regulations pertaining to using patient samples and PHI.

9. Indemnification, Insurance

(a) Indemnification. Subject toSection 6(c) as it relates to uninsured liabilities , each Party agrees to, to the extent it has insurance covering liability assumed under an indemnification agreement, 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 act or omission ; except, in each case, to the extent that such claim arises out of or results from the gross negligence or willful misconduct of the indemnified Party or any of its employees or agents.

(b) 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 Company upon request with 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.

10. Regulatory Compliance

Compliance with Law/Material Breach: Each party represents and warrants that in the performance of its obligations under this Agreement, it will comply with all applicable laws, including regulations and regulatory guidance. Failure by either 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 Agreement shall be automatically amended to so comply..

11. Termination

This Agreement may be terminated as follows:

(a) In the event of a substantial failure by either Party to perform in accordance with the terms hereof, the non-defaulting party may terminate this Agreement upon ten (10)) 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 ten (10) day period), provided that said failure is through no fault of the non-defaulting party.

(b) Either Party may terminate this Agreement without cause at any time upon at least ten (10) days prior written notice to the other Party. Any outstanding undisputed balances owed by Company to Curative, shall be paid within 21 (twenty-one) business days of such termination for convenience. Curative will fully cooperate with transitioning its services to a successor service provider selected by the Company

12. Miscellaneous

(a) 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, either party may assign its rights or obligations hereunder in the entirety (i) to its parent or any subsidiary or successor corporation or in the Company's case to any affiliated School District or governmental entity 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.

(b) 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, or by confirmed email, addressed to the other party as follows:

If to Curative:
430 South Cataract Ave
San Dimas, CA 91773

If to Company:
Alameda County Office of Education
Attn: L. K. Monroe, Superintendent of Schools
313 W. Winton Ave.
Hayward, California 94544

Either party may change its address to which notices shall be sent by a notice that conforms to the requirements of this subsection.

(c) Entire Agreement: This Agreement, including Exhibits, contains the entire understanding between Company and Curative and supersedes any and all prior agreements, understandings, and arrangements between them relating to the subject matter hereof. No amendment, change, modification or alteration of the terms and conditions hereof shall be binding unless in writing and signed by the Parties to be bound.

(d) Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(e) 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.

(f) 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.

(g) Non-Exclusive Arrangement: Curative acknowledges that this is a non-exclusive arrangement and that this Agreement places no restrictions on Company's ability to use other laboratories and that Company does not guarantee any minimum volume of specimens to be referred to Curative for Services under this Agreement.

(h) Relationship of the Parties: Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the Parties. Neither Party is an agent of the other, and neither Party has any authority whatsoever to bind the other Party, by contract or otherwise.

(i) Force Majeure: Either Party 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, shut down of power grid, fires, floods, epidemics, , strikes or freight embargo. Each Party shall promptly notify the other of any such circumstances and its probable duration as a result of which such Party claims its inability to perform this Agreement.

(j) Section Headings: Section headings contained in this Agreement are for reference purposes only and shall not affect, in any way, the meaning and interpretation of this Agreement.

(k) Execution in Counterparts: This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

(l) 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.

(*signature page follows*)

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement effective as of the Effective Date.

Curative, Inc.	Company
By: _____	By: _____
Name: Tami D. Wilson-Ciranna	Name: L.K. Monroe
Title: CFO	Title Superintendent of Schools

Exhibit A

EMPLOYER TESTING SERVICE DESCRIPTION PRICE AND PAYMENT TERMS

Product Description:

Curative has developed a COVID-19 testing (i.e., qualitative detections of nucleic acid from SARS-CoV-2) that provides employers with cost-effective, confidential access to SARS-CoV-2 RNA testing for their employees and contractors (the "Services") for the sole purpose of determining who may come on-site at Company offices in order to maintain a safe workplace.

All employees must sign a consent and waiver form prior to receiving the Services, and the Company must designate a Company Representative that oversees the collection process, manages the de-identification of employee samples, and serves as a primary contact point. All test results are reported back to the Company Representative, and it is the Company's responsibility to decide the frequency of Services and course of action based on test results.

Requirements and limitations of the COVID-19 Employer Testing Service:

See contract introduction section for important limitations of the Service.