



## COVID-19 Test Kits Information and Instructions

COVID-19 Home Testing Solution for Hospitality: a comprehensive solution that integrates FDA authorized at-home sample collection, lab testing, result delivery, and patient support.

An FDA authorized solution that owns all aspects of the testing process  
Gentle self-collected lower nasal swab sample  
Gold-standard PCR lab testing in our certified labs  
Online results expected within 2-5 days of reaching the lab  
Symptom-tracker functionality  
Patient support from a team of medical experts  
Real-time tracking of tests  
Test kits have an approximate 10-month shelf life at ambient temperatures

### Testing process

- Testing Participant self-collects a sample with an easy-to-use lower nasal swab (further information about sample collection process is available on LetsGetChecked.com)
- Testing Participant activates the test via the LetsGetChecked website and/or mobile app
- Testing Participant mails samples to LetsGetChecked lab for PCR analysis
- Results delivered to Testing Participant's account on the LetsGetChecked website and/or mobile app within approximately 2- 5 business days from lab's receipt of the sample. Test Kit results will be provided exclusively to the Participant.
- Symptom and temperature tracking available throughout the process on Testing Participant's LetsGetChecked mobile app (download for iOS and Android)
- Support provided throughout the process by the LetsGetChecked Customer Care Team

### Ordering process

- 1) Complete the highlighted portions and order form in this purchase order
  - i) Bulk orders of 20 or more are available at exclusive discount rate
- 2) Email completed purchase order to [insidesales@letsgetchecked.com](mailto:insidesales@letsgetchecked.com)
- 3) LetsGetChecked team will email your invoice within 2 business days
- 4) Remit payment and send proof of payment (screenshot of receipt) to [insidesales@letsgetchecked.com](mailto:insidesales@letsgetchecked.com)
- 5) Tests mailed within 2-4 business days

**Questions?** Call or email (315) 515-5571 or [insidesales@letsgetchecked.com](mailto:insidesales@letsgetchecked.com) 7AM-4PM ET Mon.– Fri.

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### Purchase Order – COVID-19 Test Kits

PrivaPath Diagnostics Inc. (“Seller”) shall provide the Test Kits and related Services as set forth below. Submitted Order Volumes may not be canceled.

- 1. TEST KIT ORDER:** By submitting this Purchase Order, [REDACTED] (“Buyer”) confirms that it accurately answered the qualifying screening questions for the purchase and receipt of Test Kits.
- 2. INVOICES AND PAYMENT:** Seller will submit invoices to [INDIVIDUAL'S NAME] at [COMPANY NAME and ADDRESS]
3. Buyer will remit payment to Seller prior to Test Kit shipment via the link set forth in the invoice. Payment can only be accepted via bank transfers and credit cards submitted through the payment link.
- 4. TEST KIT SHIPMENT:** Upon proof of payment by Buyer, Seller will ship the listed Test Kits within 2-4 business days to the location(s) listed below. Seller is not responsible for any delays, loss, or damage in transit.
- 5. TESTING SERVICES:** Seller will provide the related Test Kit Services which shall include physician ordering and review of the Tests, processing of Test Kit samples by the Lab, the return of results to the Participant through the Participant Portal, and calls from Seller’s nursing team to Participants with positive or inconclusive results. In the event of an insufficient sample, Seller will dispatch a second kit at standard rates upon request from Buyer. **Test results will be provided solely to the Participant end user.**

Bulk Orders; Minimum of 20 Test Kits for Initial Purchase Additional Kits must be in Multiples of 10			
Business Name	Mailing Address	Phone Number/Email	# COVID-19 Test Kits: \$107 each*

\*Taxes and expedited shipping included on bulk orders

#### 4. DISCLAIMER OF WARRANTIES:

A. SPECIMENS THAT ARE SELF-COLLECTED WILL NOT BE TESTED WITH AN INTERNAL CONTROL TO CONFIRM THAT THE SPECIMEN WAS PROPERLY COLLECTED. AS SUCH SELF-COLLECTED SPECIMENS FROM SARS-COV-2 POSITIVE INDIVIDUALS MAY YIELD NEGATIVE RESULTS IF THE SPECIMEN WAS NOT COLLECTED PROPERLY.

B. POSITIVE RESULTS ARE INDICATIVE OF ACTIVE INFECTION WITH SARS-COV-2 BUT DO NOT RULE OUT BACTERIAL INFECTION OR CO-INFECTION WITH OTHER VIRUSES. THE AGENT DETECTED MAY NOT BE THE DEFINITE CAUSE OF DISEASE. NEGATIVE RESULTS DO NOT PRECLUDE SARS-COV-2 INFECTION AND SHOULD NOT BE USED AS THE SOLE BASIS FOR PATIENT MANAGEMENT DECISIONS. NEGATIVE RESULTS MUST BE COMBINED WITH CLINICAL OBSERVATIONS, PATIENT HISTORY, AND EPIDEMIOLOGICAL INFORMATION.

C. NOTWITHSTANDING THE REPRESENTATIONS OR WARRANTIES IN THE AGREEMENT, THE SARS-COV-2 PCR TEST KITS, AS WITH ALL SCREENING TESTS, IN A CERTAIN NUMBER OF CASES THERE CAN BE INCIDENCES OF FALSE-POSITIVE AND FALSE-NEGATIVE RESULTS. THE PARTIES FURTHER ACKNOWLEDGE THAT THE SARS-CoV-2 PCR TEST KITS MAY NOT BE EFFECTIVE FOR MUTATIONS OF THE VIRUS.

**By signing below, Buyer acknowledges and agrees to be bound by this Purchase Order and the attached Terms and Conditions of Sale**

By:

\_\_\_\_\_  
(Authorized Signature)

Name:

\_\_\_\_\_  
(Print or Type)

Title:

Date:

**Member of a national or state hospitality association?**

\_\_\_\_\_  
**(Association Name)**



## Terms and Conditions of Sale

### GENERAL.

(a) These terms and conditions of sale (these "Terms") with the accompanying purchase order ("Purchase Order") (collectively, this "Agreement") comprise the entire agreement between the parties regarding the sale of the Goods and Services by PrivaPath Diagnostics, Inc. ("Seller") to the buyer named below ("Buyer").

### DEFINITIONS.

(b) **"Confidential Information"** means information that is proprietary or confidential and is either identified as such by the Party disclosing such information (the **"Disclosing Party"**), or which reasonably ought to be regarded as confidential based on the nature of such information, including but not limited to financial, business, or technical data, know-how, business methods, and all other information (in any form or medium, e.g., electronic or print) that have been disclosed to or otherwise obtained by the other Party (the **"Receiving Party"**). Confidential Information shall not include information that: (i) is or becomes publicly known through no act or omission of, or breach of this Agreement by, the Receiving Party; (ii) was in the Receiving Party's lawful possession prior to disclosure by the Disclosing Party; (iii) is lawfully disclosed to the Receiving Party by a third party; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information, and such development may be shown by record.

(c) **"Intellectual Property"** means all intellectual and intangible rights of any kind existing anywhere in the world, now or in the future, whether registered or not, including but not limited to any patents, patent applications, trademarks, trademark registrations, trade names, service marks, service mark registrations, inventions, discoveries, designs, formulas, know-how, processes, business methods, copyrights, trade secrets, concepts and ideas (whether or not patentable or copyrightable), computer programs and software, technological innovations, creations, writings, illustrations, images, and all changes, modifications, and improvements to the above.

(d) **"Participant"** means a person located in the United States receiving services from Buyer that Buyer identifies as eligible to receive the Services.

(e) **"Goods"** means the PrivaPath SARS-CoV-2 PCR Test Kit that Seller provides to Buyer pursuant to the screening questions and this Agreement.

(f) **"Participant Portal"** means the LetsGetChecked-branded web portal where by

Participants may track the status of the Test Kit and the Results.

(g) **"PrivaPath SARS-CoV-2 PCR Test Kit"** means a SARS-CoV-2 test utilizing a nasal sample to be analyzed in a lab setting.

(h) **"Services"** means the services provided by Seller, including physician ordering and review of tests, processing of Test Kit samples by the Lab, the return of results to the Participant, and calls from Seller's nursing team to Participants with positive or inconclusive results.

(i) **"Taxes"** collectively means all applicable taxes, duties, levies, tariffs, and other governmental charges.

### INTELLECTUAL PROPERTY

(j) **Seller Ownership.** Seller is the sole and exclusive owner of all right, title, and interest in and to the Services and Goods including all Intellectual Property rights included and/or related thereto, and all improvements, changes, modifications, or enhancements thereto (collectively, "Seller IP").

### BUYER RESPONSIBILITIES

(k) **Use of Goods and Services.** Buyer will use the Goods and Services in accordance with the terms set forth herein and applicable laws and regulations. For purposes of clarity, this Agreement does not provide Buyer the right to (i) resell the Goods or Services; or (ii) reproduce, adapt, modify, or create derivative works of the Goods or Services.

(l) **Participant Testing.** Buyer shall be solely responsible for ensuring (i) that each Participant voluntarily consents to being tested and, as applicable, the reporting of results to the in accordance with the provisions of this Agreement; (ii) the Participant registers the Test Kit, (iii) the collection and return of the sample to the Lab, and, if applicable to the Services, (iv) Buyer's proper use and protection of the Participant's results pursuant to applicable law.

(m) **Reliance on Information.** In performing Services, Seller may rely, without further diligence, inquiry or investigation, on the Participant information and other written or oral information provided by Buyer or Participants. Seller will not be liable or responsible for any errors or omissions contained in information provided (collectively, "Buyer Errors").

### FEES, PAYMENTS AND TAXES

(n) **Invoices.** Seller will invoice Buyer prior to shipment of the Test Kits. No returns are permitted in the event that Buyer has unused Test Kits.

(o) **Fees and Payment.** Buyer will remit payment to Seller prior to Test Kit shipment via the link set forth in the invoice.

(p) **Taxes.** All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets.

#### COMPLIANCE WITH LAWS

(q) **Local Laws.** Both Parties shall comply with all applicable laws, regulations and other legal requirements in connection with the Services

(r) **Personally Identifiable Information.** Each Party shall comply with applicable law addressing the privacy and security of personal information including, without limitation, information that identifies an individual and that is subject to applicable law regarding the privacy or security of such information. The Parties agree and acknowledge that any exchange of individually identifiable health information relating to this Agreement shall be for treatment or other purposes permitted by the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act ("HIPAA"), and each Party agrees to abide by such provisions of HIPAA as are applicable to it.

#### WARRANTIES; DISCLAIMER

(s) **Warranties by Seller.** Seller shall perform Services or cause Services to be performed in a professional, workmanlike manner and at a quality consistent, in all material respects, as described in this Agreement. Buyer acknowledges that it has determined the type, nature and scope of the Services it has requested, and Seller makes no representation or warranty with respect to the choice of such Services selected by Buyer for any purpose.

(t) **Warranties by Buyer.** Buyer represents and warrants that it (i) will secure all third-party consents as necessary for Seller to deliver the Goods and Services in compliance with all applicable laws; (ii) will not make any representations, warranties, or guarantees on behalf of Seller concerning the Services or Goods or any features, performance, or functionality of the Services or Goods; and (iii) will not resell the Goods.

(u) **DISCLAIMER OF WARRANTY.** THE EXPRESS WARRANTIES IN THIS SECTION 7 STATE SELLER'S SOLE AND EXCLUSIVE WARRANTIES TO BUYER CONCERNING THE SERVICES AND GOODS HEREUNDER. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7 AND TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THE SERVICES AND GOODS ARE PROVIDED

STRICTLY "AS-IS," "AS-AVAILABLE," AND "WITH ALL FAULTS" AND SELLER MAKES NO ADDITIONAL WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY AS TO THE SERVICES, GOODS, OR ANY OTHER MATTER WHATSOEVER. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, SELLER DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE, OR A PARTICULAR OR BUSINESS RESULT, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, SELLER MAKES NO WARRANTY THAT THE GOODS OR SERVICES WILL: (I) MEET BUYER'S REQUIREMENTS OR INTENDED PURPOSES OR USES; (II) PREVENT THE SPREAD OR INCURRENCE OF ANY ILLNESS, VIRUS, OR BACTERIA; (III) BE FREE FROM DEFECTS, WHETHER PATENT OR LATENT, IN DESIGN, MATERIALS OR WORKMANSHIP; AND (IV) BE FREE OF ANY LATEX, POLYVINYL CHLORIDE (PVC), DI-ETHYLHEXYL PHTHALATE (DEHP), HALOGENATED ORGANICS, PERSISTENT BIOACCUMULATIVE TOXIN (PBTS), OR CARCINOGENS AND REPRODUCTIVE TOXIN FREE (CA PROP 65). BUYER ASSUMES TOTAL RESPONSIBILITY FOR THE SELECTION, USE, MISUSE, AND ALTERATIONS OF THE GOODS. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, BUYER'S SOLE AND EXCLUSIVE REMEDY FOR SELLER'S BREACH OF ANY WARRANTY WILL BE THE REPAIR, REPLACEMENT, OR RE-PERFORMANCE BY SELLER OF THE NONCONFORMING GOOD OR SERVICE.

#### LIMITATION OF LIABILITY

(v) **Limitation of Liability.** EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, SELLER'S TOTAL CUMULATIVE LIABILITY UNDER, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO TWO TIMES THE TOTAL FEES PAID (LESS ANY REFUNDS OR CREDITS TO BUYER) BY BUYER TO SELLER FOR THE SERVICES UNDER THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE.

(w) EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS OPPORTUNITY, OR



DATA) OR SIMILAR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT HEREUNDER, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### CONFIDENTIALITY AND NON-USE OBLIGATIONS

(x) **Protection of Confidential Information.** The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. Neither Party may use the other Party's Confidential Information for any purpose other than (i) to perform its obligations or exercise its rights under this Agreement (ii) in the case of Buyer to evaluate Seller's Goods and Services, or (iii) in the case of Seller, to improve and develop Seller's products and services.

(y) **Survival.** Sections 2 (Definitions), 3 (Intellectual Property), 5 (Fees, Payments and Taxes), 7(c) (Disclaimer of Warranty), 8 (Limitation of Liability), 9 (Confidentiality and Non-Use Obligations), and 10 (Miscellaneous) will survive expiration or termination of this Agreement for any reason.

#### MISCELLANEOUS

(z) **Assignments.** Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

(aa) **Publicity.** Neither Party will make any public announcement or press release regarding this Agreement or any activities performed hereunder without the prior written consent of the other Party.

(bb) **Force Majeure.** Neither Party will be in breach of this Agreement nor liable for delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure results from events, circumstances, or causes beyond its reasonable control, including but not limited to: pandemic; epidemic; any global, national, or local public health emergency or disease outbreak (including, without limitation, COVID-19 (a/k/a the 2019 Novel Coronavirus) or any similar disease(s)); strike, lock-out or other industrial dispute; failure of a utility service or transport or telecommunications network; act of God; fires, floods, storms, earthquakes and explosions; war, riot, or other civil disturbance; malicious damage; compliance with any law or governmental order, rule, regulation, direction or act of any government in its sovereign capacity including

quarantine and travel and shipping restrictions; default by suppliers, vendors, or sub-contractors; or difficulties in obtaining necessary labor, materials, manufacturing facilities, or transportation, regardless of (i) whether or not any of the foregoing were reasonably foreseeable or (ii) Seller's performance becoming impossible or impractical such that this Section will take effect in either scenario (each, a "**Force Majeure Event**").

(f) **Notices.** All notices, demands, consents, approvals and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

Notices to Seller shall be sent to:  
PrivaPath Diagnostics, Inc.  
Attn: CFO  
330 W 38th Street, 405,  
New York, NY 10018,

(cc) **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of New York without giving effect to principles of conflict of laws (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. Any legal action or proceeding relating to and any claim arising out of this Agreement shall exclusively be brought in State or Federal Court located in New York City, New York, USA. Buyer agrees that service of process may be made by reputable express courier service, such as UPS or Federal Express, for which receipt of delivery is received. Unless expressly provided otherwise in this Agreement Buyer may not bring any action against Seller more than one year after the date the claim accrued.

(dd) **Severability.** If any provision of this Agreement is deemed to be or held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

(ee) **Independent Contractors; No Third-Party Beneficiaries.** Buyer's relationship to Seller is that of an independent contractor, and neither Party is an agent of the other. There are no third-party beneficiaries to this Agreement. For the avoidance of



doubt, Participants are not beneficiaries of this Agreement.

(ff) **Amendment.** These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.