

Wilburn Medical USA

EMERGENCY USE ONLY TEST PURCHASE AGREEMENT

Herein contains an Emergency Use Only Test Purchase Agreement (“Agreement”) entered into between Wilburn Medical USA, a North Carolina corporation (“Company”) and the purchaser identified below referred to as (“Purchaser”) and goes into effect at the date signed below by the Purchaser.

The Purchaser agrees that the tests purchased by Purchaser from the Company are for emergency use test purposes only and have not been approved, cleared, or licensed for sale or use in the U.S. by the United States Food and Drug Administration (“FDA”). The tests are provided by the Company to Purchaser pursuant to the **Policy for Coronavirus Disease-2019 during the Public Health Emergency (Revised)** document issued on the web on May 4th, 2020. Issued by the U.S. Department of Health and Human Services along with the Food and Drug Administration (“FDA”) and may be found here: <https://www.fda.gov/media/135659/download> (collectively the “Policy”). All uses of the tests by Purchaser shall be consistent with the Policy.

The Purchaser shall comply in full with the Policy guidance including, but not limited to, validation, FDA notification, reporting or results, Emergency Use Authorization (“EUA”), clinical testing and distribution. Collection and interpretation of the tests shall only be performed by laboratories certified to perform high-complexity testing. The tests shall not be made available, sold, distributed, marketed or promoted directly or indirectly, to the general public.

THESE TESTS SHALL ONLY BE USED FOR PRELIMINARY SCREENING PURPOSES AND SHALL ONLY BE USED TO DETERMINE IF ADDITIONAL TESTING IS NECESSARY.

All tests will be provided with labeling which states “These tests have not been reviewed by the FDA, and results from antibody testing should not be used to diagnosis or exclude SARS-CoV-2 infection”. The Purchaser shall not alter, modify, remove or deface the labeling on the tests.

The Purchaser agrees to indemnify, defend and hold harmless Company and its officers, directors, employees, agents, representatives, successors and assigns from any and all claims, demands, losses, liabilities, judgements, awards and costs (including attorney’s) fees arising out of or relating to the breach of this Agreement by the Purchaser or any person affiliated with the Purchaser.

Company Signature:

Signed By (Title): Rick Wilburn, President

Purchaser Acknowledgement (Name): _____

Company Name: _____

Purchaser Title: _____

Date: _____

