

SCIENTIST.COM DISTRIBUTION AGREEMENT

This Distribution Agreement (“**Agreement**”) is made effective on the latest date of signature (the “**Effective Date**”) between The Assay Depot, Inc (d/b/a Scientist.com), with an office at 505 Lomas Santa Fe. Dr., Ste. 110, Solana Beach, CA 92075 and [Supplier Legal Name] with an office at [Supplier address]

DEFINITIONS

The Assay Depot, Inc. (d/b/a Scientist.com,) hereinafter will be referred to as the “**Distributor**”.
[Supplier Name] will hereafter be referred to as “**Supplier**”.

“**Party**” or “**Parties**” from hereafter shall mean either or both of Distributor and Supplier depending on the context of use.

“**Product(s)**” means those products generally available from the Supplier from time to time in the categories listed in Exhibit A attached hereto, as such list may be amended by agreement between the Parties in writing (which may include by email) from time to time to add or remove any Products. It is anticipated by the Parties that Products will generally fall into lab supplies, off-the-shelf reagents, consumables and equipment for R&D purposes. Products shall not include custom reagents or research services. Reference in this Agreement to Products shall include Product labels, Product literature provided by the Supplier (including data sheets and safety data sheets) unless specified otherwise, or the context requires otherwise.

“**Business Day**” means a normal working day (excluding public holidays and weekends and days upon which banks are not generally open for business) in the location of the party with the obligation to act within such timescale.

“**Client**” shall mean a customer that requests and/or purchases any Product(s) from the Distributor during the term of this Agreement.

“**Selling Price**” is the price at which a Product is marketed by Distributor.

“**List Price**” is the price at which the Supplier generally markets the Products to its customers (excluding shipping, duties and taxes or other charges) e.g., the price in their standard catalogue or website on the date the Client places an order for such Products with the Distributor.

“**Territory**” shall mean Worldwide, on a non-exclusive basis.

SCOPE

1. Subject to the terms and conditions of this Agreement, the Supplier hereby appoints the Distributor as a non-exclusive distributor and reseller of the Product(s) with the right to market and sell the Product(s) in the Territory to the Clients. The Distributor gives no guarantee that: i) any PO’s will be issued to the Supplier for Products, or ii) the Supplier will receive any volume of business as a result of or arising from this Agreement.
2. The Distributor will engage in marketing and distribution activities relating to the Products at its discretion from time to time, which may include at the sole option of the Distributor, promoting the Products through the Distributor’s online marketplace (whether by including them in a catalogue available to Clients or otherwise), email, direct marketing materials, conferences, targeted meeting and other promotional activities. As reasonably requested by the Distributor, the Supplier will promptly provide sales and marketing literature for use by the Distributor in the marketing, sale and distribution of the Products. Supplier warrants to Distributor that any such literature, to the best of the Supplier’s ability will be complete, true, accurate and not misleading, will comply with all applicable laws and regulations and shall not be in breach of any rights of third parties, including without limitation, intellectual property rights or rights of confidentiality.

3. The Distributor will promote and sell Products under the Supplier's brand, logo and name. Supplier hereby grants the Distributor a fully paid, non-exclusive, regional license during the term of this Agreement to use such brand, logo and name for all such purposes in the Territory
4. The Distributor will market and distribute Products for "Research Use Only" ("RUO") and not for therapeutic or diagnostic use. However, Distributor is not responsible in any way for a Client's usage of a Supplier's Products.
5. Distributor makes no warranty or representation of any nature whatsoever including express or implied in relation thereto and hereby disclaims the same.

BASIS OF PURCHASE AND SALE

6. The price payable by the Distributor to Supplier for the Products ordered in any PO issued pursuant to this Agreement shall be discounted as set forth in Exhibit A and new Products added to the scope of this Agreement which do not fall into any of the categories listed in Exhibit A shall be sold by the Supplier to the Distributor at a discount of 30% of the Supplier's then current List Price for the Products in question (the "Price"). Distributor will set the Selling Price for the Products. The Supplier warrants, represents and undertakes to the Distributor that the List Prices provided to the Distributor are accurate at the point they are provided. Supplier will give at least 60 days written notice prior to implementing any changes in pricing. The Supplier will communicate all handling fees with Distributor in Exhibit A. The Supplier shall not charge the Distributor any additional sum for any other activities performed by the Supplier pursuant to this Agreement or any PO including, without limitation, packaging, processing, arranging shipment and/or export and import customs clearance of relevant Products, or assisting Distributor with Client and/or technical enquiries. In addition to the Price, subject to the receipt of an appropriate invoice therefor, the Distributor shall pay to the Supplier any applicable sales tax, VAT or customs duties payable to import the Products to the country of destination specified in the applicable PO. The Supplier will honor the Price that is current at the time the Client places the order with the Distributor.
7. Products are supplied to the Distributor on a sale basis i.e., the Distributor sends a purchase order to the Supplier ("PO") for the specified type and quantity of Products required by a Client. The Supplier shall provide the Distributor with an invoice therefor within 2 (two) Business Day of shipment of the relevant order, which shall be payable by the Distributor within 30 days of receipt thereof. All invoices issued by the Supplier to the Distributor shall be in either US dollars (USD) or Euro (EUR) and shall be payable in USD or EUR to the Supplier's account specified on the relevant invoice.

8. SHIPPING/DELIVERY

- 8.1. Unless requested otherwise by the Distributor in the PO, the Supplier will drop ship the Products specified in the PO to the shipping address of the Client listed on the PO (the "**Destination**").
- 8.2. Supplier will arrange shipment of the Products to the Destination via a carrier selected by the Distributor and using the Distributor's account number with that Carrier ("**Account Number**") to book and pay for such shipments. Supplier shall arrange all shipments in accordance with this clause 8.2 unless agreed otherwise with the Distributor in writing.
- 8.3. Supplier shall book the delivery option specified by the Distributor in the relevant PO.
- 8.4. Supplier shall keep the Account Number confidential, only allow access to it to its employees who need to know it to perform the Supplier's obligations under this Agreement and will not use it for any other purpose whatsoever. On termination of this Agreement, Supplier shall securely destroy the Account Number and confirm to Distributor in writing that it has done so.

- 8.5. The property and risk in the Products ordered shall pass to the Distributor:
- 8.5.1. when the Products are first loaded by the Supplier onto the carrier at the Supplier's warehouse.
- 8.6. Supplier shall be responsible for providing the appropriate declarations and documentation to clear customs. Distributor will be responsible for duties and taxes and import permits needed. Both Supplier and Distributor will process shipments in a timely manner and in accordance with all applicable laws and regulations.
9. Within 2 (two) Business Days of receipt of each PO, the Supplier shall provide the Distributor with: (i) confirmation of receipt of the PO and details of the applicable taxes to ship the Products to the Destination; (ii) notification of the shipping dates (to be no later than 2 (two) Business Days from receipt of the PO by the Supplier (both days inclusive), unless the Distributor agrees otherwise in writing); (iii) notification of any inability of the Supplier to fulfill the order set forth in the PO (in which case, if the Distributor and Supplier are unable to agree amendments to the PO within 2 Business Days, the PO in question shall be deemed to be cancelled. Where amendments to the PO are agreed in writing between Distributor and Supplier, such amended PO shall be deemed to be the PO for the purposes of this Agreement.
10. Supplier shall notify Distributor within 1 Business Day of shipment of any order and provide itemized tracking information for the shipment in question.
11. The Supplier shall prepare and package the Products to be shipped to Clients (including all outer packaging) in such a way as to prevent damage, deterioration, and comply with carrier and import/export conditions and requirements and to notify the carrier and other third parties as to how the shipments should be properly stored and handled during transport. Supplier shall provide the carrier with all relevant paperwork required for the Products to be shipped to the Destination, including all information and documentation required for the Products to clear export/import customs and any information and documentation relating to required environmental controls, temperature excursions and health and safety information for safe and proper handling and storage. Distributor will be responsible to supply Supplier with any required export certificates such as AQIS for shipments to countries requiring same. Supplier warrants to the Distributor that all such documents will comply with applicable laws and regulations and will be complete, accurate and not misleading.
12. Supplier will provide safety data sheets and data sheets for the relevant Products in all Product packaging and also to the Distributor and/or its Client promptly upon request. Such documents shall be compliant with all applicable laws and regulations. Supplier warrants to the Distributor that all such documents will be complete, accurate and not misleading.
13. The Supplier is responsible for the Products and their packaging until the point that risk transfers to the Distributor in accordance with clause 8.5. The Supplier will promptly report to Distributor any mishandling, mis-shipping or related issue whilst risk for the shipment remains with the Supplier and shall work in good faith with the Distributor to resolve any such issue.

SUPPLIER SUPPORT

14. The Distributor will handle all the Client service enquiries regarding delivery and use of Product.
15. The Supplier will provide technical and all other reasonable assistance when required by the Distributor, including reasonable technical support.
16. Supplier personnel providing such support and/or performing any other activities required of the Supplier pursuant to this Agreement will have sufficient knowledge and be appropriately trained and qualified to do so and that such support and activities will be provided by the Supplier in a good and workmanlike manner.

17. The Supplier will use commercially reasonable endeavors to ensure that there are sufficient supplies of Products available to be able to ship Products as soon as they are ordered via a PO.
18. At the commencement of this Agreement and upon new Product being added to the scope of this Agreement, the Supplier will provide the Distributor with a product catalog that includes a list of all relevant Products. The product catalog will include any corresponding Product information required for the Distributor to market the Products in question. Product information should include, without limitation, Product name, catalog number, Product description, size(s), List Price.
19. If the Supplier proposes to modify the design of, specifications for, or operation of, any Product, suspend or terminate the availability of any Product, change List Price or any documentation provided or made available to the Distributor or Client (whether as a result of being publicly available via the Supplier's website or otherwise) under this Agreement relating to any Product, the Supplier shall provide written notice to the Distributor not less than 60 (sixty) days prior to the date of such proposed change, along with relevant revised details or documentation (as applicable) to replace the old ones.
20. Notwithstanding any other provision of this Agreement, Supplier shall promptly notify Distributor of any public or private recall or any matter which may potentially result in any recall of any Products. The Supplier shall provide Distributor with a full refund for any such affected Products purchased by the Distributor within 30 days of the date of such notification. Unless the Distributor notifies the Supplier otherwise in writing (which may include by email), any outstanding PO's for any such Products shall be immediately terminated, relevant invoices credited and Distributor shall have no further liability or obligation to the Supplier in relation thereto. Supplier shall also reimburse Distributor for any and all shipment costs and duties relating to recalled Products.
21. **Electronic Communications.** Each Party consents to receive communications and notices from the other by email to the following address:

For the Distributor: general communications and non-legal notices to researchconciierge@scientist.com

Legal notices to legal@Scientist.com

Notices and communications regarding payment and invoices to invoices@scientist.com

For the Supplier:

Email notices are deemed received the business day after transmission if they are sent to such address. The Parties agree that all agreements, notices, disclosures and other communications that they provide to each other relating to this Agreement electronically satisfy any legal requirements that such communications be in writing. Even if a court were to find that email communication as defined in this paragraph does not constitute a written communication, the Parties consent to such delivery and waived their rights to seek damages or assert any other claims based on not receiving written communication from the other to the extent such communication was provided in accordance with the terms hereof.

INSPECTION AND ACCEPTANCE

22. Upon receipt of any shipment of Products at the Destination, Distributor or its Client shall have ten (10) calendar days (both days exclusive) to visually inspect Products for acceptance. If, as a result of visual inspection, any Product is found by Distributor or its Client to fail to Conform, Distributor has the right to reject such Product during such ten (10) day period by notifying the Supplier in writing. Subject and without prejudice to clauses 23 and 24 which shall always apply, Products not rejected within such period shall be deemed accepted, provided that any such acceptance shall not be deemed a waiver of or prejudice Distributor's or its Client's warranty or other rights or remedies. If Distributor rejects any Products pursuant to this clause 22, it may, at its option (a) require Supplier to deliver Conforming replacement Products in a timescale requested by the Distributor; or (b) if the Supplier is unable to deliver such replacement Products in the required timescale, or, where required by the Distributor at its discretion, immediately terminate either the applicable portion of the relevant PO or the entire PO, upon which termination Supplier shall either promptly refund to Distributor the

relevant amount, or if payment has not already been made, credit the relevant invoice by the applicable amount. Distributor will return product at Distributor's expense in order to receive a refund.

“Conform” **“Conform”** means conformance with the warranties in clause 27, the Product description in the respective PO and a Product that has been manufactured, labeled and sold in accordance with: (a) all applicable laws and regulations and (b) all terms and conditions of this Agreement. Failure of the Supplier to provide safety data sheets and data sheets upon request of Distributor for any Product shall also render a Product as failing to Conform. **“Conforming”**, **“Conformance”**, **“Non-Conformity”**, **“Non-Conformance”** and **“Non-Conforming”** shall be construed accordingly.

"Specifications" means the specifications, requirements, standards, drawings, procedures, test results, criteria, shelf life, branding and labeling requirements, and other data or characteristics relating to a Product (including its design, manufacture, function, labeling, packaging and storage) set forth or referenced in the any product literature (including without limitation, data sheets) publicly available from the Supplier on its Product website at the point the Products are ordered by the Client, along with any other matter specifically warranted in writing provided by the Supplier to the Distributor and/or the Client.

23. In addition to and without prejudice to clause 22, where Non-Conformance is not reasonably apparent by visual inspection within the time period referred to in clause 22, in the event that any portion of the shipment of Product received by Distributor or its Client fails to Conform, Distributor may reject the Non-Conforming Products by giving written notice to Supplier within (45) forty-fivedays of receipt of the Product (both dates exclusive), which notice shall specify the manner in which the Product fails the meet the Specifications. In the event a Product is so rejected by Distributor, the Distributor shall have the same remedies set forth in clause 22.
24. Upon receipt of any shipment of Products, Distributor or its Client shall have ten (10) calendar days (both dates inclusive) to inspect the shipment for any shortfall in the quantity of Products received against the quantities specified in the PO (“Shortfall”). In the event of any Shortfall, Distributor may, at its discretion or any portion of such shipment and Distributor may, at its option (a) require Supplier to deliver sufficient Products to make up the Shortfall in a timescale requested by the Distributor; or (b) where the Supplier is unable to deliver such missing Products in the required timescale, or, where required by the Distributor at its discretion, immediately terminate either the applicable portion of the relevant PO upon which termination Supplier shall promptly refund to Distributor the relevant amount, or if payment has not already been made, credit the relevant invoice by the applicable amount.
25. For clarity, Distributor or its Client may inspect any shipments of Products by inspecting and/or testing a representative sample taken from such shipment and if such sample is found by Distributor or its Client to fail to Conform, Distributor may, at its discretion reject the impacted products of such shipment. This clause 25.2 shall apply to clauses 22, 23 and 24. Any refunds or credits to be made by the Supplier pursuant to clauses 22, 23 or 24 shall be made within 30 (thirty) days of receiving notice of the Non-Conformance or Shortfall in question. If the Supplier requires the Distributor or its Client to return the rejected Products, such return shall be arranged by, handled and paid for by the Supplier and shall be at the Supplier's sole risk. Further, any Products shipped by the Supplier to make up any Shortfall or to replace Non-Conforming Products shall be delivered by the Supplier at the Suppliers sole cost and risk to the delivery address notified to the Supplier by the Distributor in writing.

WARRANTY AND IDEMNITY

26. Both Parties agree and warrant that:
 - a) they will comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption;
 - b) they will not engage in any activity, practice or conduct which would constitute an offence under applicable laws, statutes and regulations relating to anti-bribery and anti-corruption;

- c) they will have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, to ensure compliance with these laws and will enforce them where appropriate;
- d) they will promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this Agreement;
- e) they will immediately notify the other Party (in writing) if a foreign public official becomes an officer or employee of the Party or acquires a direct or indirect interest in the Party;
- f) for the purpose of this clause (Anti-Corruption), the meaning of adequate procedures and foreign public official shall be determined in accordance with applicable laws, statutes and regulations relating to anti-bribery and anti-corruption;
- g) they are duly organized and validly existing and in good standing under the laws of the jurisdiction of its formation;
- h) it has full corporate power and is duly authorized to enter into, execute and deliver this Agreement and to carry out and otherwise perform its obligations hereunder;
- i) once duly executed and delivered by such Party, this Agreement shall constitute the legal and valid obligations binding upon such Party, and the entry into, the execution and delivery of, and the carrying out and other performance of its obligations under this Agreement by such party (i) do not conflict with, or contravene or constitute any default under, any agreement, instrument or understanding, oral or written, to which it is a party and (ii) do not violate applicable law or any judgement, injunction, order or decree of any Government Authority having jurisdiction over it.

27. Supplier further warrants, represents and undertakes to the Distributor that:

27.1. The Supplier has all right, title, license, permissions and authority required to enter into this Agreement, to sell the Products to the Distributor and to permit the Distributor to market and distribute the Products for use by the Clients in accordance with this Agreement and the arrangements contemplated by it and that such marketing, distribution and resale by the Distributor for use by the Client as specified in this Agreement is not in breach of any applicable laws or regulations or any rights of third parties.

27.2. The entering into this Agreement will not place the Supplier in breach of any laws or regulations or any obligation to any third party (contractual or otherwise), including any breach of third-party intellectual property rights or obligations of confidentiality.

27.3. The Supplier will comply with all applicable laws and regulations in relation to this Agreement.

27.4. The Products will be labelled and manufactured in accordance with all applicable laws and regulations.

27.5. To the best of its knowledge as at the date of this Agreement, no patents, patent applications issued, or other proprietary rights of any third party would be infringed by the manufacture, use or sale of the Products and that no allegation or claims have been made by any third party that such manufacture, use or sales infringes any patents or intellectual property rights or other rights of such third party. Supplier shall immediately notify the Distributor of any such matter as soon as it becomes aware of the same.

27.6. the Supplier is in compliance with all applicable environmental and occupational health and safety laws and regulations.

The foregoing warranties do not apply to misuse, abuse, modification or inadequate handling of Products by the Distributor, the Client or their successors and assigns.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

28. INDEMNITY

28.1. The Supplier shall indemnify the Distributor, the Clients, its/their affiliates and its/their respective officers, employees, shareholders and agents (the “**Distributor Indemnitees**”) in full and on demand against any and all losses, liabilities, costs, damages, claims, fines, penalties and expenses (including without limitation, costs of defense or settlement and reasonable attorneys’, consultants’ and experts fees and expenses) (“**Losses**”) any of the Distributor Indemnitees may suffer or incur arising or resulting from or relating to any claim against any of the Distributor Indemnitees by a third party arising or resulting from or relating to: (i) any breach of this Agreement or warranties by the Supplier or failure of Supplier to perform its obligations under this Agreement and/or any accepted PO; (ii) Supplier’s violation of any applicable laws or regulations in relation to this Agreement; (iii) injuries or death to persons or damage to or destruction of property or any other product liability claims arising out of or caused by the proper and authorized use, handling and/or storage of any Product sold pursuant to this Agreement or any PO; (iv) Supplier’s gross negligence or willful misconduct or that of Supplier’s employees, agents or subcontractors in relation to his Agreement(v) any Non-Conformity or defect in any Product unless caused by the Distributor or the Client; (vi) any actual or alleged infringement of intellectual property rights (including without limitation, patent, trademark or copyright infringement) relating to any Product, or the design, composition, manufacture, sale, distribution or use of any Product in accordance with the terms of this Agreement. The indemnification obligation of the Supplier under clause 28.1(vi) does not apply to Product (i) that has been modified by the Distributor or its Client and the alleged infringement arises from such modification; or (ii) that is used by Distributor or its Client in combination with other products not approved by the Supplier where such infringement would not have occurred but for such use on such combination. The Distributor Indemnitees are third party beneficiaries of this clause 28.1.

28.2. The Distributor shall indemnify the Supplier and its officers, employees, shareholders and agents (the “**Supplier Indemnitees**”) in full and on demand against any and all Losses any of the Supplier Indemnitees may suffer or incur arising or resulting from or relating to any claim against any of the Supplier Indemnitees by a third party arising or resulting from or relating to: (i) any breach of this Agreement by the Distributor; (ii) Distributor’s violation of any applicable laws or regulations in relation to this Agreement; and (iii) Distributor’s negligence or willful misconduct or that of Distributor’s employees, agents or subcontractors in relation to this Agreement. The Supplier Indemnitees shall be third party beneficiaries of this clause 28.2.

29. The Distributor may resell the Products to its Clients, but will not give any guarantee, warranty or undertaking in respect to the Products which exceeds those set forth or referred to in this Agreement or which has not been previously agreed in writing with the Supplier (which may include by email). Where additional warranties are agreed between Distributor and Supplier in writing (which may include by email), Supplier warrants that the Products shall comply therewith and this Agreement shall be construed accordingly.

30. LIABILITY

30.1. Save in relation to gross negligence or willful misconduct, breaches of confidentiality, breaches of intellectual property rights, any damage to property, fraud, any death or personal injury caused by breach of contract or negligence, any obligations of indemnification contained in this Agreement or any matter for which liability cannot be excluded or limited by law, in no event will either Party be liable to the other for special, incidental, indirect, punitive or consequential damages (including without limitation loss of profits, loss of goodwill, loss of data or loss of use damages) arising out of or related to this Agreement, even if such Party has been advised of the possibility of such damages or losses. EXCEPT FOR LOSSES ARISING FROM BREACH OF CONFIDENTIALITY OBLIGATIONS OR FROM SUPPLIER’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SUPPLIER’S MAXIMUM AGGREGATE TOTAL LIABILITY IN CONNECTION WITH A PURCHASE ORDER SHALL NOT EXCEED THE TOTAL PAYMENTS RECEIVED UNDER THE PURCHASE ORDER.

- 30.2. Save in relation to gross negligence or willful misconduct, breaches of confidentiality, breaches of intellectual property rights, any damage to property, fraud, any death or personal injury caused by breach of contract or negligence, any obligations of indemnification contained in this Agreement or any matter for which liability cannot be excluded or limited by law, in no event will either Party's liability to the other arising out of or related to this Agreement the amount of a Party's general business liability insurance which covers such loss and expenses and which the insurance carrier agrees to pay, even if such Party has been advised of the possibility of such damages or losses.
31. For the duration of this Agreement and all applicable times thereafter, the Supplier agrees to procure and maintain insurance adequate to cover its potential and actual liabilities arising out of or relating to this Agreement and/or any PO on an occurrence form, as well as product liability insurance with respect to both the Products and contractual liability coverage relating to this Agreement and all PO's issued relating to or arising from this Agreement with minimum limits in each case of \$1,000,000 per claim. The Supplier shall promptly furnish to the Distributor upon request certificate(s) of insurance and renewal certificates of insurance evidencing the foregoing coverages and limits.

CONFIDENTIALITY

32. Supplier acknowledges that PO's and the content thereof shall be the confidential Information of the Distributor and its relevant Client ("Confidential Information"). The Supplier will not disclose to any third party, nor use for any purpose except as contemplated by this Agreement, any of the Confidential Information. The Supplier will take every reasonable precaution to protect the confidentiality of the Confidential Information and shall only disclose it to its employees who need to know it to perform the Supplier's obligations set forth in this Agreement, PROVIDED THAT the Supplier has entered into confidentiality agreements containing obligations at least equivalent to those set forth in this clause 32 with each of such employees and the Supplier shall be responsible for any breach of this clause 32 by such employees as if such breach was its own. This clause 32 shall survive termination of this Agreement. The relevant Clients shall be third party beneficiaries of this clause 32. **Exceptions.** Confidential Information of a disclosing Party ("**Disclosing Party**") shall not include information that the other Party (the "**Receiving Party**") can demonstrate by competent proof: (a) is now, or hereafter becomes, through no breach of this Agreement by the Receiving Party or its Representatives, publicly known or available; (b) is known by the Receiving Party or its Representatives at the time of receiving such information from the Disclosing Party or its Representatives without obligation of confidentiality and/or non use and from a third Party freely entitled to disclose the same, as evidenced by its pre-existing written records; (c) is hereafter furnished to the Receiving Party by a third party, as a matter of right and without restriction on disclosure; or (d) is hereafter independently developed by the Receiving Party or its Representatives without reference to, use of or reliance upon Confidential Information of the Disclosing Party and without any breach of this Agreement, as evidenced by contemporaneous written records of Receiving Party or its Representatives. No combination of elements within the Confidential Information shall be deemed to be part of the above exceptions merely because the individual elements of such combination are part of such exceptions, unless the entire combination itself, or the entire principle of use or operation of such combination (if any), is within such exceptions. In addition, no element within the Confidential Information shall be deemed to be a part of the above exceptions merely because it is embraced by more general information or data that is part of above exceptions.

ETHICAL STANDARDS

33. Supplier will perform this Agreement and operate its business in compliance with the high ethical standards described in the Distributors Global Compliance Standard available on Distributor's website, and incorporated herein by reference and as amended from time to time, in particular those principles related to "Anti-Bribery and Anti-Corruption" practices Supplier will not: (a) take any action that will cause Client or Distributor to be

in breach of any applicable laws for the prevention of fraud, bribery, corruption, racketeering, money laundering or terrorism, including the US Foreign Corrupt Practices Act and the UK Bribery Act, and/or (b) offer, pay, request or accept any bribe, inducement, kickback or facilitation payment, and shall not make or cause another to make any offer or payment to any individual or entity for the purpose of influencing a decision for Distributor's or Client's benefit. Any material breach or violation by Supplier of these representations, warranties and undertakings shall give the Distributor the right to terminate this Agreement and/or any or all PO's with immediate effect and be relieved of any obligations relating to this Agreement or such PO(s) or related invoices (as applicable).

TERM AND TERMINATION

34. The duration of this Agreement shall be for the period of three (3) years from and including the Effective Date and shall be renewed automatically thereafter, unless either Party terminates it with 90 days prior written notice to the other Party.
35. The Agreement may be terminated immediately by notice in writing as follows:
 - a) For a material breach of this Agreement by the non-breaching Party,
 - b) By one Party if the other Party becomes bankrupt, has a receiver appointed, goes into liquidation or enters into an arrangement with its creditors (unless as part of a solvent re-organization).
 - c) The Agreement may be terminated with 90 days prior written notice to the other Party.
36. In the event of termination of this Agreement, unless agreed otherwise by the Parties in writing, this Agreement shall continue to apply to any PO's issued by the Distributor to the Supplier as at such date, including PO's where Products have not already been shipped. Termination of this Agreement shall not affect any liabilities accrued by either Party up to and including such date and any provisions of this Agreement which expressly or by implication should survive termination or expiry of this Agreement shall so survive.

ASSIGNMENT

37. This Agreement may be assigned by either Party to (i) any corporation resulting from any merger, consolidation or other reorganization involving either of the Parties, (ii) any of its wholly owned Affiliates, or (iii) any third party (a) to which the Party may transfer all or substantially all of its assets, or (b) which acquires all or substantially all of the Party's outstanding voting stock; provided, however, that the assignee agrees in writing to be bound by all the terms and conditions of this Agreement. Any attempted or purported assignment or any delegation of any Party's duties or obligations arising under this Agreement to any third party or entity that is not in accordance with the provisions of this section shall be deemed to be null and void. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon either Party's successors and assignees.

GOVERNING LAW AND DISPUTES

38. All disputes, controversies or difference which may arise between the Parties out of or in relation to or in connection with this Agreement, or breach thereof, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Delaware, USA, without giving effect to any principles of conflicts of laws. If the Parties are unable to amicably resolve any such dispute within 30 (thirty) days of receipt of notice thereof, either Party may initiate an action to resolve such dispute in the federal and state courts of the State of Delaware, USA, which shall be the exclusive venue for the resolution of such disputes. Each party hereby consents to the personal and exclusive jurisdiction and venue of these courts.

GENERAL PROVISIONS

39. **Entire Agreement.** This Agreement constitutes the entire agreement of the Supplier and Distributor with respect to the subject matter hereof, and supersedes and cancels all prior and contemporaneous agreements, claims, representations, and understandings of the Parties, whether written or oral, in connection with the subject matter hereof. No varying or additional general terms and conditions contained in any PO, order confirmation, invoice or other notification or document issued by Distributor or Supplier in relation to the subject matter hereof shall be of any effect, save as set forth in this Agreement.
40. **Relationship.** Supplier's relationship with Distributor is that of independent contractor.
41. **Third-Party Beneficiaries.** Save as expressly stated in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, or cause of action or privilege.
42. **Severability.** If any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction or other governmental entity to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to affect the express intent of the parties hereto. The parties and Client further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.
43. **No Waiver.** No waiver shall be effective unless in writing and signed by the Party waiving its rights. No delay or omission by either Party in exercising its rights or remedies will impair or be construed as a waiver. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy. Either Party's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of right to subsequently enforce such provision or any other provisions of this Agreement.
44. **Amendment.** This Agreement may only be amended in writing signed by a duly authorized representative of each Party.
45. **Use of Names.** Throughout the duration of this Agreement, Supplier hereby grants the Distributor a worldwide, irrevocable, non-exclusive, fully paid license to use the name and logo of the Supplier on the Platform and within marketing materials issued by the Distributor in relation to the arrangements contemplated by this Agreement and its appointment by the Supplier as Distributor in the Territory. Distributor shall comply with all usage guidelines provided by the Supplier in relation thereto.
46. **Force Majeure.** No liability shall result from delay in performance or non-performance by either of the Parties caused by Act of God, fire, flood, war, government action or other circumstances beyond the reasonable control of the non-performing Party (collectively "Events of Force Majeure"). Any Party claiming benefit of this clause shall without delay so notify the other Party in writing of the occurrence and on the cessation of an Event of Force Majeure. The non-performing Party shall use all reasonable efforts to eliminate, cure or overcome an Event of Force Majeure and to resume performance of its obligations with all possible speed.
47. **Notices.** Any notice required or permitted to be given in accordance with this Agreement will be effective only if it is in writing and sent using: (a) by certified or registered mail; or (b) a nationally recognized overnight courier, to the appropriate Party at the address set forth above or notified in writing by one Party to the other; or (c) by email in accordance with clause 21. Each Party hereto expressly consents to service of process by registered mail. Either Party may change its address for receipt of notice by notice to the other Party through a notice provided in accordance with this clause. Notices are deemed given two (2) Business Days following the date of mailing, or one (1) Business Day following delivery to a courier, or in accordance with clause 21 where sent by email.

Agreed by the Parties through their authorized signatories:

For and on behalf of
[Supplier]

For and on behalf of
The Assay Depot (d/b/a Scientist.com)

Signed

Signed

Name

Name

Title

Title

Date

Date

Exhibit A: Product Discounts

A flat rate of xx% will be discounted from the List Price of Supplier's Products.