DATED   2019

(1) [SUPPLIER]

(2) THE ASSAY DEPOT, INC. (D.B.A SCIENTIST.COM)

"SciPay" EARLY PAYMENT AGREEMENT

THIS ADDENDUM is made on [Insert date_____] 2019 (the "**Commencement Date**")

BETWEEN:

(1)   [**INSERT NAME OF SUPPLIER**_____] a company incorporated in [insert State/Country_____] under number [insert registered number] whose registered office is at [insert address_____] (the "**Supplier**"); and

(2)   **THE ASSAY DEPOT, INC. (D.B.A SCIENTIST.COM)** a Delaware corporation with its principal offices located at 505 Lomas Santa Fe Drive, Suite 110, Solana Beach, CA 92075. ("**Scientist.com**") (each of "Scientist.com" and the "Supplier" being a "**party**" and together the "**parties**").

BACKGROUND:

(A)   Scientist.com operates online marketplaces (the "**Platform**") through which the Supplier advertises its goods and services to clients ("**Clients**") and may sell such goods and/or services on the terms of the relevant Supplier agreement(s). The parties have entered into certain Supplier Agreement(s) and Supplier has accepted Scientist.com's online terms of use ("**Terms of Use**") which establish the terms and conditions by which the Supplier can use the Platform.

(B)   Scientist.com is offering to Suppliers using the Platform an optional early payment service known as "SciPay" whereby Scientist.com shall use commercially reasonable efforts to pay Qualifying Invoices in advance of their Original Due Date in accordance with the terms of this Addendum.

(C)   This addendum ("**Addendum**") forms part of the Terms of Use between Supplier and Scientist.com to reflect the parties' agreement with regard to the matters contemplated by this Addendum.

IT IS AGREED:

1.   **DEFINITIONS AND INTERPRETATION**

1.1   The following definitions apply to this Addendum.

"Approved Invoice"	means a Supplier Invoice for a total gross amount of more than US $25,000 (or an approximate amount in other currencies, at Scientist.com's discretion), in respect of which the corresponding Scientist.com Invoice has been received and approved in writing by the relevant Client to Scientist.com as being undisputed by that Client. Approved Invoices shall be construed accordingly
"SaaS Services"	means the software and service solution owned by or licensed to the Third Party (which may be whitelabelled for Scientist.com), which Users may access, in accordance with the terms of this Addendum (including without limitation, the AUP), to view the status of Supplier Invoices
"Supplier Invoice"	means the invoice issued by Supplier to Scientist.com and received by Scientist.com after the date of this Addendum in accordance with the Supplier Agreement for the amount set forth in the respective SOW
"Scientist.com Invoice"	means the invoice issued to the relevant Client by Scientist.com which corresponds to the respective Supplier Invoice in accordance with the Supplier Agreement
"Fees"	Means the fees payable to Scientist.com by the Supplier as consideration for Scientist.com paying Supplier the Qualifying Invoices early, calculated in

	accordance with clause 3.5 and the fee payable by the Supplier for payments made in currencies other than US dollars set forth in clause 3.2	
"Original Due Date"	means the original due date of payment of the Supplier Invoice by Scientist.com pursuant to the SOW and Supplier Agreement as if the early payment service contemplated by this Addendum did not apply	
"Automatic Invoice"	means a Supplier Invoice for a total gross amount of US$25,000 or less, or an approximate equivalent in other currencies, in Scientist.com's discretion	
"Qualifying Invoices"	means Approved Invoices and Automatic Invoices	
"**SOW"**	has the meaning set forth in the Supplier Agreement	
"**Supplier Agreement**"	means the agreement between Scientist.com and Supplier for the Supplier to provide relevant goods and/or services to Clients	

1.2   Unless otherwise provided:

1.2.1   a reference to a capitalised term which is not defined in this Addendum shall have the meaning given to it in the Supplier Agreement; and

1.2.2   unless otherwise provided, the words and expressions defined in and the rules of interpretation of the Supplier Agreement shall have the same meaning in this Addendum.

2.   **GENERAL**

2.1   This Addendum comprises a variation to and is supplemental to the Terms of Use.

2.2   Save as amended by or specified otherwise in this Addendum all other provisions of the Terms of Use remain unaltered and shall continue in full force and effect. With effect from the date of this Addendum the Terms of Use and this Addendum shall each be read and construed as one document and, unless the context otherwise requires, references in the Terms of Use to "this Terms of Use" and references in this Addendum to "the Terms of Use" shall be references to the Terms of Use as amended by this Addendum.

2.3   In the event of any conflict between this Addendum and the terms of the Terms of Use and/or Supplier Agreement(s), the terms of this Addendum shall apply as between Scientist.com and Supplier in respect of the matters contemplated by this Addendum.

3.   **ARRANGEMENT BETWEEN THE PARTIES**

3.1   (a) By entering into this Addendum, the Supplier, at its sole option and discretion, requests, and Scientist.com shall use, commercially reasonable efforts to pay Qualifying Invoices early, in accordance with the terms of this Addendum.

(b) In order for Scientist.com to provide the SciPay early payment service as contemplated by this Addendum, Users (as defined below) will require access to the SaaS Services and Scientist.com requires access to the SaaS Services and related services from the Third party (as defined below). Scientist.com has therefore entered into an agreement with a third party SaaS provider as explained further in clause 4.1 (the "**Third Party**"). Supplier acknowledges and agrees that only employees of Supplier who have been assigned a unique user name and password and issued a service token to access and use the SaaS Services ("Users") are entitled to access and use the SaaS Services for Supplier's internal business purposes and Supplier shall be responsible for ensuring that only such Users do so. Supplier shall be responsible for each User's access and use of the SaaS Services. Access and use of the SaaS Services is at all times conditional upon compliance with the then current acceptable use policy of the Third Party from time to time ("AUP") and this Addendum shall at all times be construed accordingly. Supplier warrants, represents and undertakes that it agrees and shall procure all Users agree to be bound by and shall only access and use the SaaS Services in accordance with the AUP. The AUP as at the date of this Addendum is attached as appendix 1 hereto. The AUP may be amended from time to time without requiring an amendment to this Addendum. In the

event of such amendment, Scientist.com shall notify Suppliers in a reasonable manner. If the Supplier or any of its Users do not agree to the amended AUP, neither the Supplier nor any of its Users should access the SaaS Services on or after the effective date of such amendment and Supplier shall procure that no Users do so in such circumstance. Supplier acknowledges and agrees that it shall be responsible for any breach of this Addendum and/or the AUP by it and its Users as if such breach was its own.

(c) Supplier will defend, indemnify and hold harmless Scientist.com, its Affiliates (and its/their respective officers, directors, employees, agents and representatives) from and against any and all losses, costs, damages, claims, liabilities and expenses of any nature whatsoever (including attorney's fees and expenses) that they may suffer or incur or be subjected to arising out of or relating to any third party claims (including claims by the Third Party) resulting from, related to or in connection with any actual or alleged breach of this Addendum and/or the AUP by the Supplier and/or its Users. For clarity, no exclusions or limitations of liability shall apply to the Supplier's obligations of indemnity under this clause 3.1c.

(d) The SaaS Services (including software, software application, computer code and programs, systems architecture, structure, organization and source code of the SaaS Services, the selection, compilation and analysis of all anonymized usage data in the SaaS Services and all derivatives and improvements thereof) (save for any intellectual property rights therein owned or controlled by Scientist.com) constitute the sole and exclusive property of the Third Party or its licensors or suppliers. Supplier acknowledges that all right, title and interest in and to the SaaS Services (save for any intellectual property rights or other ownership rights therein owned by or licensed to Scientist.com) are and shall remain vested in the Third Party or its licensors or suppliers. Except for the limited licence granted to Users herein, Supplier shall not and shall procure that its Users shall not claim or assert any right, title or interest, or other ownership or proprietary right in or to the SaaS Services or other intellectual property provided by Scientist.com and/or the Third Party and Supplier shall not and shall procure that the Users shall not take any action that jeopardises the Third Party's or its licensors or its supplier's intellectual property.

3.2   All amounts hereunder shall be payable in the invoice currency set forth in the respective SOW. Where Supplier Invoices are in currencies other than US dollars, Scientist.com shall use its discretion and act reasonably in determining whether the Supplier Invoice in question is an Automatic Invoice or not. In addition to the Fees payable by the Supplier in accordance with clause 3.5, Supplier shall pay Scientist.com a fee of 0.5% of the gross amount of any Supplier Invoice paid by Scientist.com in a currency other than US dollars. Such sum shall be deducted and retained by Scientist.com in accordance with clause 3.6.

3.3   Scientist.com shall use commercially reasonable efforts to pay:

   a)   Automatic Invoices within 15 days from the date of receipt by Scientist.com of each of the respective Automatic Invoice(s); and

   b)   Approved Invoices within 15 days from the date of receipt by Scientist.com of the relevant Supplier Invoice, where such Supplier Invoice becomes an Approved Invoice within a reasonable timescale before the end of such 15 day period.

3.4   Where Qualifying Invoices are not paid within 15 days of the date of receipt by Scientist.com of the relevant Supplier Invoice, Scientist.com shall use commercially reasonable efforts to pay them as soon as reasonably practicable thereafter.

3.5   Where Qualifying Invoices are paid by Scientist.com within 15 days of the date of receipt of the respective Supplier Invoices (both dates inclusive), Supplier shall pay Scientist a fee of 2.5% of the total gross Qualifying Invoice amount. Where Qualifying Invoices are paid by Scientist.com later than such date, the fee payable to Scientist.com by Supplier shall be less than 2.5% of the total gross Qualifying Invoice amount, the relevant sum being calculated on a linear sliding scale depending on how many days thereafter (but before the Original Due Date) the payment is made ("Fees"). For clarity, no such Fee is payable where the Qualifying Invoice is paid on the Original Due Date.

3.6   All Fees payable to Scientist.com by Supplier shall be deducted and retained by Scientist.com from the sum payable to the Supplier by Scientist.com.

3.7   If the relevant Client does not make payment to Scientist.com in relation to the Scientist Invoice to which the Qualifying Invoice corresponds in the payment term set forth in the respective SOW, Scientist.com shall notify the Supplier as soon as possible. Supplier acknowledges and agrees that any monies paid early by Scientist.com to Supplier in relation to Qualifying Invoices are on account of and conditional upon the Client paying the corresponding

Scientist.com Invoice to Scientist.com. Where and in circumstances that the Client does not pay such Scientist.com Invoice within the applicable payment period set forth in the relevant SOW:

3.7.1 Scientist.com shall have the right to a full refund from the Supplier of any and all monies paid by Scientist.com to the Supplier in relation to the Qualifying Invoice ("**Clawback**");

3.7.2 Supplier shall pay the Clawback amount within 30 days of receiving written request from Scientist.com which may include e-mail;

3.7.3 Supplier shall indemnify and keep indemnified and hold harmless Scientist.com in relation to all liabilities, losses, costs and expenses incurred by Scientist.com in relation to the non-payment of invoices by the Client and the recovery by Scientist.com of the Clawback amount. No exclusions or limitations of liability apply to Supplier's obligations of indemnity under this clause 3.7.3.

3.7.4 In the event the Client defaults on its payment obligations to Scientist under Scientist Invoices to which Qualifying Invoices relate or disputes the amount set forth in the Scientist Invoices to which the Qualifying Invoices relates, the matter shall be resolved in accordance with the Supplier Agreement.

3.8 Either party may terminate this Addendum at any time by providing notice in accordance with the provisions of the Supplier Agreement.

3.9 On termination or expiry of this Addendum:

3.9.1 Scientist.com's payment obligations in respect of Qualifying Invoices which have not been paid by Scientist.com as at the date of termination/expiry shall revert to the original terms with payment being due in accordance with the Supplier Agreement and SOW on the Original Due Date;

3.9.2 Any and all provisions of this Addendum which expressly or by implication shall survive termination or expiry of this Addendum shall so survive, including without limitation, clauses 3.1(c) and (d), 3.2, 3.5, 3.6, 3.7, 4, 5 and 6; and

3.9.3 The Users rights to access the use the SaaS Services shall immediately terminate.

4. **SUPPLIER ACKNOWLEDGEMENTS**

4.1 The invoicing management and early payment portal used by Scientist.com constituting the SaaS Services to which access is granted to Users pursuant to this Addendum is powered and owned by or licensed to a Third Party chosen from time to time at Scientist.com's discretion. Scientist.com has entered into a contract with the relevant Third Party in relation thereto. Supplier hereby acknowledges and agrees that this is an essential part of Scientist.com being able to provide the early payment service contemplated by this Addendum and therefore agrees that in Scientist.com providing the Third Party with access and information required for the Third Party to provide the necessary SaaS Services required by Scientist.com for Scientist.com to provide the early payment service contemplated by this Addendum to the Supplier (which shall include, without limitation, accounts payable information, invoice numbers, invoice dates, bank account details), that Scientist.com shall not be deemed to be in breach of any terms of the Supplier Agreement, Terms of Use or other agreement entered into between Supplier and Scientist.com, regardless of the terms thereof. Supplier hereby waives any right it may have under contract or tort or otherwise to bring any claim of any nature whatsoever against Scientist.com for breach of any such agreements by Scientist.com in relation thereto.

4.2 Scientist.com reserves the right, in its sole discretion, to revoke or refuse access to the SaaS Services at any time.

5. **LIABILITY AND DISCLAIMERS**

5.1 Supplier acknowledges that the early payment service contemplated by this Addendum is entirely optional and requested by the Supplier at its sole discretion. Scientist.com has no liability of any nature whatsoever to Supplier in relation to the matters contemplated hereby, regardless of the cause of action (including breach of contract, breach of warranty, strictly liability or negligence, including without limitation for failing to provide the early payment service or not paying the Qualifying Invoices early). To the fullest extent permitted by law, Scientist.com assumes no responsibility for and specifically disclaims any liability or obligation in relation thereto. In particular, but without limitation, Supplier agrees that Scientist.com is not liable for any late payment interest or any other penalties whether

express or implied for failing to pay the Qualifying Invoices early. Supplier hereby waives any rights to bring any claim of any nature whatsoever against Scientist.com in relation to this Addendum and/or the matters contemplated hereby whether in contract, tort or otherwise.

5.2   Scientist.com makes no warranty or representation of any kind in respect of the early payment service contemplated by this Addendum and all warranties, representations and conditions whether express or implied by statute, common law or otherwise are excluded and disclaimed to the fullest extent permitted by law.

5.3   The Third Party (and not Scientist.com) provides the SaaS Services and Scientist.com is therefore not responsible for them. Scientist.com assumes no responsibility for and specifically disclaims any liability or obligation with respect to the SaaS Services and/or any acts or omissions of the Third Party and to the fullest extent permitted by applicable law, disclaims any liability, warranties or representations whether express or implied in fact or by operation of law or statutory in relation thereto (including, without limitation, breach of contract, tort, loss of data or otherwise and/or the privacy or security practices and policies of the Third Party and/or functionality and/or SaaS Services provided by the Third Party.) Without limiting the foregoing, to the maximum extent permitted under applicable law, Scientist.com and the Third Party makes no (and hereby disclaims all) warranties, representations, or conditions, whether written, oral, express, implied (in contract or tort or otherwise) or statutory, including any implied warranties of merchantability, fitness for a particular purpose, durability, correspondence to sample, design, condition or quality with respect to the use, misuse, or jurability to use the SaaS Services (in whole or in part). The SaaS Services are provided by the Third party on an "as is" and as available basis. Without limiting the foregoing, Scientist.com and the Third Party does not warrant that operation of the SaaS Services or any products or services provided under this Addendum shall be available at any time or location, uninterrupted, secure or error-free and that all errors can be corrected. Operation of the SaaS Services may be interfered with by numerous factors outside of Scientist.com's and/or the Third Party's control and Scientist.com and the Third Party does not warrant that the content of the SaaS Services will be free of harmful components. Neither Scientist.com nor the Third Party has any obligation to repair or replace the SaaS Services.

6.   GENERAL, GOVERNING LAW AND EXECUTION

6.1   This Addendum may be executed in one or more counterparts, each of which shall be deemed an original for all purposes. An electronic signature shall be deemed to be the equivalent of an original for all purposes.

6.2   The validity and interpretation of this Addendum shall be governed by the laws of the State of Delaware, USA and the federal and state courts of the State of Delaware, USA shall be the exclusive venue for the resolution of any disputes relating hereto.

6.3   If any provision of this Addendum 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 effect the express intent of the parties hereto. The parties 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.

6.4   The Supplier may not assign or transfer any of its rights under this Addendum to any third party without the prior written consent of Scientist.com.

AGREED by the parties on the date set out at the head of this Addendum

Signed by [insert full name of director/authorised signatory]	 ....
for and on behalf of	[Director OR Authorised signatory]
[INSERT NAME OF SUPPLIER_____]	

And

Signed by Kevin Lustig 	 ....
for and on behalf of	CEO
THE ASSAY DEPOT, INC. (D.B.A SCIENTIST.COM)	

Appendix 1

AUP

Acceptable Use Policy

Last updated: January 17, 2018

SCOPE

This Acceptable Use Policy ("AUP") governs the use of the treasury management solution, software-as-a-service platform, products, services and other offerings (the "Services") made available by Kyriba Corp., and/or its suppliers, affiliates and subsidiaries (collectively, "Kyriba"). This AUP is an integral part of your agreement with Kyriba and is incorporated by reference into the terms pursuant to which Kyriba provides you the right to access and use the Services (the "Agreement"). The purpose of this AUP is to describe permissible and impermissible use of the Services and to ensure that the use of the Services is in compliance with applicable laws, rules and regulations. "You," "your," or "Customer," refers to you, a user of the Services.

By using the Services, Customer agrees to comply with this AUP. Kyriba reserves the right to change or modify the terms of this AUP at any time, effective when posted on Kyriba's web site at www.kyriba.com. Customer's use of the Service after changes to this AUP are posted shall constitute acceptance of any changed or additional terms.

PROHIBITED ACTIVITIES

The prohibited uses described in this section are intended as general guidelines regarding improper and inappropriate conduct, and should not be interpreted as an exhaustive list.

General Prohibitions

Customer shall use the Services exclusively for authorized and legal purposes, consistent with all applicable laws, rules, and regulations, including those related to the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act 2010, the HK Prevention of Bribery Ordinance 1970, the Singapore Prevention of Corruption Act (Cap. 241), export control, spamming, privacy, data protection, intellectual property, consumer and child protection, pornography, obscenity or defamation. Customer agrees that it will not, and will not permit any employee or service provider of Customer who has been assigned a unique user name and password and issued a service token to access and use the Services ("Authorized User") or other third party to:

(a) copy, modify, adapt, alter, translate, display or use the Services, except as expressly allowed herein or in the applicable documentation; (b) sublicense, lease, rent, loan, distribute, resell, provide access to the Services on a time-share or service bureau basis, or otherwise transfer the Services, including, as applicable, the documentation, software, associated user interfaces, help resources, and any related technology or services Kyriba makes available via the Services and the internet, and all updates and upgrades thereto, if any, to any third party; (c) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Services; (d) contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or intellectual property rights, title, or interest of Kyriba in and to the Services; (e) obliterate, alter, or remove any proprietary or intellectual property notices from the Services in physical or electronic form; (f) use the Services to interfere with, gain unauthorized access to, or otherwise violate the security of Kyriba's or another party's server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing; (g) use the Services to violate any applicable law, statute, ordinance or regulation; or (h) use the Services to transmit, publish, or distribute any material or information (1) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the Services, (2) for which Customer does not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the intellectual property rights of any third party, or (3) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable.

For the avoidance of doubt, in using the Services, Customer shall be responsible for transmitting accurate, reliable, complete and up-to-date information and must not transmit any: (a) defamatory material of any person or persons; (b) obscene and offensive material; (c) any sexually explicit material; (d) any discriminatory material based on race, sex, religion, nationality, disability, sexual orientation or age; and (e) any other material objectionable in relation to Customer's use of the Services.

Customer Information

Uploading, inputting or storing information protected under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 or subject to the Health Information Technology for Economic and Clinical Health Act into the Services is prohibited.

U.S. Government Restricted Rights

The Services are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (b)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is Kyriba Corp. or one of its affiliates.

USER ACCOUNT

Customer acknowledges and agrees that only Authorized Users are entitled to access the Services. Customer is responsible and liable for any violation of the terms and conditions of this AUP or the Agreement by any Authorized User.

Customer is solely responsible for the security of its login information, service token and similar access information (collectively "Login Information"), for the use or misuse of such Login Information and all activities that occur through the use of such Login Information or as a result of your access to the Services. Customer acknowledges and agrees that Kyriba may provide access to or use of the Services to anyone utilizing Customer's Login Information or who is otherwise authorized by Customer to use or access the Services on Customer's behalf. Customer will immediately disable such Authorized User's access if an Authorized User is no longer authorized to use the Login Information or otherwise use or access the Services.

Customer shall promptly notify Kyriba of any suspected or alleged violation of the terms and conditions of this AUP or the Agreement, and shall reasonably cooperate with Kyriba with respect to the investigation of any suspected or alleged violation of this AUP or the Agreement. Kyriba may suspend, modify, restrict or terminate any of all Services or Customer's access to the Services if Kyriba reasonably suspects or determines that any Authorized User has violated the terms and conditions of this AUP or the Agreement.

STATISTICAL DATA

Kyriba may monitor, collect and use data pertaining to the use of the Services to extract, compile, synthesize, and analyze any non-personally and non-Customer identifiable data or information resulting from Customer's use of the Services ("Statistical Data").

Kyriba may only use Statistical Data for research, development (including to improve the Services and develop new products) and marketing purposes and may only publicly disclose such Statistical Data in an aggregated format that in no way identifies Customer, any particular Authorized User, and/or Customer's confidential information (e.g., Kyriba may disclose statistical and performance information related to the provision and operation of the Services, including aggregate number and volume of transactions processed for all its hosted customers).

CONTACT US

If you have questions or concerns related to this AUP or if you become aware of any violation of this AUP by any person, please contact Kyriba as follows: ATTN: General Counsel, Kyriba Corp., 9620 Towne Centre Drive, Suite 250, San Diego, California 92121, legal_corp@kyriba.com.