

Contract

Between: Company Name:

Address:

Contact Name:

Phone:

Email:

 Herein referred to as "Client"

And: CenTrial Data Ltd.

37-10520 McDonald Park Rd, BC, Canada V8L 0A3

Scott Wurtele, CEO

Direct 778-817-1196 x101, mobile 250-480-8801

scott@centrial.org

Herein referred to as "CenTrial"

Contract

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Client hereby agrees to:**

1. Add Client’s actively recruiting trials by logging into Client’s CenTrial portal <https://centrial.org/login> and clicking on either:
	1. “[Add trials to your portal](https://centrial.org/members/clients/add-trial)” to add individual trials, or
	2. “[For bulk trials download spreadsheet](https://centrial.org/add-trials.xlsx)”. Email completed spreadsheet to [wendy@centrial.org](file:///%3Ca%20href%3D%22mailto/wendy%40centrial.org%22%3E)
2. Review all volunteers and patients submitted to Client by CenTrial;
3. Keep the participant's status in Client’s CenTrial portal up to date by clicking on the relevant category: "Accept for Screening", "Reject", "Enrolled into Trial";
4. Pay CenTrial for each patient that Client enrolls. Fee per enrolled patient is $650 USD;
5. Pay CenTrial's invoices within 30 days of receipt of invoice;
6. Pay CenTrial 1.5% interest on overdue accounts.

There is no setup fee.

There is no charge to screen a volunteer/patient.

**Indemnity**

Except in the case of misconduct, Client shall indemnify and save harmless CenTrial and its directors, officers, independent contractors, Members, and employees from and against all claims arising out of the use of any of the deliverables, except where such claims are a direct result of the breach by CenTrial, its directors, officers, independent contractors, Members, and employees, of any of the terms of this Contract.

**Invoicing**

CenTrial invoices shall be sent to:

Same as above? [ ] yes [ ] no

If no, please complete this section:

Company Name:

Accounting Address:

Accounting Contact:

Accounting Phone:

Accounting Email:

**Accounting Contact**

Wendy Wurtele

37-10520 McDonald Park Rd, North Saanich, BC, Canada V8L 0A3

Direct: 250-480-9254

accounting@centrial.org

**Paying Your Invoice**

Payment information can be seen by logging into your account (<https://centrial.org/login>) and clicking on "[How to pay your invoice](https://centrial.org/members/clients/pay-invoice)" under the "Accounting" heading.

**CenTrial hereby agrees to:**

1. Maintain secure portal(s) where Client can access patients/volunteers;
2. Forward to Client's secure CenTrial portal(s) all volunteers/patients who indicate their interest in any of the Client's trials;
3. Do no specific advertising or marketing for any of Client's trials. IRB approval is not necessary in order to use CenTrial's service. CenTrial runs only generic ads. Generic items do not require IRB review because they are not materials for a specific study. “Generic” materials include items that an investigator wishes to use outside of the context of a specific protocol. Materials that a sponsor/CRO/SMO would like to use that do not identify any one specific investigator and/or protocol. CenTrial does not use any coercive marketing and does not state or imply a certainty of a favorable outcome or other benefits to potential research participants.

**Indemnity**

Except in the case of misconduct, CenTrial shall indemnify and save harmless Client and its directors, officers, independent contractors, and employees from and against all claims arising out of the use of any of the deliverables, except where such claims are a direct result of the breach by Client, its directors, officers, independent contractors, and employees, of any of the terms of this Contract.

**Term**

Either party may terminate this Contract at any time without cause with 30 days' notice.

**Confidentiality**

Each party may from time-to-time gain access to the other’s trade secrets, know-how, non-public business methods and plans, pricing, cost and other financial information, recruitment data, data sources, data analysis and processing methodologies, clients lists and contacts, and clients’ respective confidential information (collectively, “Confidential Information”). Each party shall maintain in confidence the other’s Confidential Information; neither party shall use or disclose the Confidential Information of the other except as required for performance of the Services or as required by Applicable Law. Confidential Information shall not include information (a) already then in the public domain, (b) in the possession of the receiving party prior to the date of this Contract, or (c) disclosed to the receiving party by a third party with a lawful right to disclose it. The provisions of this paragraph shall survive expiration or earlier termination of this Contract for a period of five (5) years; provided, however, that with respect to trade secrets the obligation shall be perpetual. Any provision of this Contract to the contrary notwithstanding, each party agrees that its breach of the provisions of this paragraph would result in immediate and irreparable harm to the other of a nature for which monetary damages would not be an appropriate remedy, and each party thus consents to injunctive relief in any court of competent jurisdiction to remedy any such breach.

Company Name:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CenTrial Data Ltd.

Signature: Signature:

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Per Per Scott Wurtele, CEO

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_