

Thank you for your interest in Redtree People. Redtreepeople.com is a worldwide forum, bringing together Clinical Research Professionals, Pharmaceutical and Biotechnology companies and Contract Research Organisations.

As a registered user of redtreepeople.com:

**Clinical Research Professionals** can learn, develop their careers and find contract placement. We offer training, community areas and business support services. *To use these services you will need to have access to the web and register with Redtree People as a Candidate.*

**Sponsors** may search for Clinical Research Professionals who have the availability, experience and location to suit their project needs. In addition Sponsors may post job advertisements that will be viewed by the wider Redtree People community and also display a profile of their company. *To use the search services you will need to have access to the web and register with Redtree People as a Sponsor. To create your company profile, post job advertisements and access your ideal candidates and the marketplace processes you will also need to agree to the Redtree People Limited Terms of Business. These will be provided to you following registration.*

### **REGISTRATION TERMS AND CONDITIONS**

Any person or company which registers at redtreepeople.com agrees to the following Terms and Conditions. Redtree People Limited reserve the right to amend or modify these Terms and Conditions at any time, without notice, by posting such modified Terms and Conditions on the redtreepeople.com website (“Web Site”) or by notifying registered users directly. The change will be effective as from the date of posting or date of direct notification.

#### **DEFINITIONS:**

Whereas Redtree People Limited (“Redtree People”) is a company registered in England under number 6764452 with its registered office at Walton Lodge Hill Cliffe Rd Walton Cheshire WA4 6NU. Redtree People Limited is registered for VAT under number 989923635.

And ;

Redtreepeople.com is a forum where a Clinical Research Professional seeking employment or professional development (hereinafter referred to singularly or in plural as “CRP”) and a company seeking such professional staff (hereinafter referred to singularly or in plural as “Sponsor”) or a company supplying such professional development services (hereinafter referred to singularly or in plural as “Supplier”) may register. Once registered with the Web Site, CRP, Sponsor and Supplier or, collectively “User” or variously “You” or “Your”, access will be granted to the services of Redtree People.

1. **DEFINITIONS:** The following definitions and conditions also apply:

**Confidential Information:** during the course of the Marketplace Process a User may be exposed to certain proprietary and confidential information.

**CRP:** individuals who are able to form binding contracts under applicable laws.

**Marketplace Process:** CRP recruitment process

**Service:** Redtree Service includes the Marketplace Process, candidate forum, posting of job opportunities and introductions to Supplier companies. Redtree reserves the right to vary the Service from time to time without prior warning or notification. The Service may be used only by Contract Research Professionals and by individuals with the right and authority to act on behalf of their respective companies; if you do not meet these criteria, please do not attempt to use the Services. Redtree People may refuse access to the Service to anyone at any time, in its sole discretion.

**Sponsor:** individuals with the authority to act on behalf of the Sponsor company, and the ability to form binding contracts on behalf of the Sponsor, under applicable laws.

**Supplier:** individuals with the authority to offer services on behalf of the Supplier company, and the ability to form binding contracts for delivery of those services, under applicable laws.

**User:** registered CRP, Sponsor or Supplier also referred to variously as You or Your.

2. **USERNAME AND PASSWORDS:** in order to register with this Web Site and to sign in when You visit the site, You will need to use a user name and password. You are solely responsible for the security and proper use of your password, which should be kept confidential at all times and not disclosed to any other person. You must notify Redtree People immediately if You believe that your password is known to someone else or if it may be used in an authorized way. Redtree People accept no liability arising from any unauthorized or improper use or disclosure of any password.
3. **ACCURACY OF DATA:** You are solely responsible for any and all information submitted by you on this Web Site. You represent and warrant that the data you enter in the registration and Marketplace Processes are true, accurate, up to date and are not misleading, likely to mislead and are not discriminatory, obscene, offensive, defamatory or otherwise illegal, unlawful or in breach of any applicable legislation, regulations, guidelines or codes of practice or in breach of the copyright, trade mark or other intellectual property rights of any person in any jurisdiction. Once registered You agree to maintain your data and You represent and warrant that the information and data maintained are true, accurate, complete and up to date and in accordance with the restrictions outlined above.

You are also responsible for ensuring that all information, data and files posted or shared with other Users when following the Marketplace Processes are free, prior to being submitted to this Web Site, of viruses or other routines or engines that may damage or interfere with any system or data. Redtree People reserve the right to validate or to remove any information supplied by You from the Web Site at our sole discretion, at any time and for any reason without being required to give any explanation.

Redtree People does not accept any liability for the accuracy or completeness of the data and information entered by Users in the Web Site.

4. **DATA PROTECTION:** Redtree People will use information supplied by You (including, without limitation, sensitive personal data that you choose to supply) to facilitate the Marketplace Process or professional development and any associated administrative functions. This involves Redtree People and its employees, directors or contractors, amongst other things, processing and storing information and passing or making available such information to Sponsors and CRPs via e-mail and/or on our Web Site. Information about vacancies and placement opportunities will be passed to CRPs and may be posted directly onto the Web Site. Redtree People may collect and aggregate data from the information supplied by You to help us to understand Users as a group so that we can provide a better service.

Redtree People will process any data which You provide in completing the online registration and profile or personal details and forms which You complete or provide to Redtree People when using this Web Site, in accordance with UK data protection legislation. We explain more about your personal data in our [Privacy Policy](#).

You hereby consent to Redtree People using information provided by You in each of these ways.

5. **TRANSFER OUTSIDE THE EEA:** personal information comprising Your profile or curriculum vitae may be accessed through the Web Site or Marketplace Process by third parties outside the European Economic Area ("EEA"). This could happen for instance where the Sponsor is based outside the EEA. By registering and using the Web Site and the Marketplace Processes, You consent to this transfer.
6. **CONFIDENTIAL INFORMATION:** You agree that any Confidential Information will only be used in conjunction with the Marketplace Services for which they were provided. These obligations of confidentiality and non-use will extend for two (2) years from the date of provision.

These confidentiality obligations shall not extend to any Confidential Information which:

- a. The receiving party can show the Confidential Information was rightfully in their possession prior to date of exposure, as evidenced by the receiving party's written records;
- b. Is hereafter lawfully disclosed to the receiving party without any obligations of confidentiality by a third party with the lawful right to make such disclosure and who has not derived it directly or indirectly from the disclosing party;
- c. Which is, or becomes, public knowledge through no act or default on behalf of the receiving party.

Notwithstanding the foregoing disclosure of Confidential Information shall not be prohibited if such disclosure is required by law or regulation, provided that the disclosing party is given prior written warning of such disclosure.

7. **TERMS OF BUSINESS:** CRP registration is free of charge. As a registered member You can browse the site to identify vacancies and opportunities that match Your requirements, experience and skills. Your profile details will automatically be available for search by Sponsor or Supplier. Each employment assignment or placement arising as a result of an

introduction made by Redtree People will be subject to standard Terms of Business as they are applicable in the circumstances. Every prospective Sponsor for whom we facilitate assignments or placements will be provided a copy of the Terms of Business applicable to them at or following registration.

8. **CRP RESTRICTION:** CRP represents and warrants that the CRP has never been, is not currently, will not become: (i) an individual who has been debarred by the FDA pursuant to 21 U.S.C. § 335a (a) or (b) ("Debarred Individual") for providing services in any capacity to a person that has an approved or pending drug product application, or an employer, employee or partner of a Debarred Individual, or (ii) a corporation, partnership or association that has been debarred by the FDA pursuant to 21 U.S.C. § 335a (a) or (b) ("Debarred Entity") from submitting or assisting in the submission of any abbreviated drug application, or an employee, partner, shareholder, member, subsidiary or affiliate of a Debarred Entity. The CRP further warrants and represents that no Debarred Individual or Debarred Entity has performed or rendered, or will perform or render, any services or assistance relating to activities taken pursuant to the Terms and Conditions of engagement with Sponsor. The CRP further warrants and represents that the CRP has no knowledge of any circumstances which may affect the accuracy of the foregoing warranties and representations, including but not limited to, FDA investigations of, or debarment proceedings against, the CRP or any person or entity performing services or rendering assistance relating to activities taken pursuant to the Terms and Conditions of engagement with the Sponsor, and the CRP will immediately notify both Redtree People and the Sponsor if the CRP becomes aware of any such circumstances during the term of engagement and whilst registered with Redtree People.
9. **INDEMNITY:** You shall indemnify and hold Redtree People Limited, and its subsidiaries, affiliates, partners, officers, agents, and employees, harmless from any claim, demand, action, loss, cost, and expense, including, without limitation, reasonable attorney's fees, arising out of or in connection with Your use of the Service, Your breach of any representation or warranty in the Terms and Conditions, Your violation or breach of the Terms and Conditions, or Your violation or infringement of the rights of others.
10. **LIMITATION OF LIABILITY:** Redtree People Limited shall not be liable for any direct, indirect, incidental, punitive, exemplary, special or consequential damages of whatever kind and however caused, including without limitation damages, loss of profits, goodwill, use, data or other intangible losses, even if Redtree People Limited knew or should have known of the possibility of such damages resulting of the use or the inability of use of the service or the interruption, suspension or termination of the service, or the procurement of substitute goods or services, for any products or services purchased or obtained or information received or transactions entered into through the service.
11. **INTERRUPTIONS AND OMISSIONS IN SERVICE:** whilst Redtree People try to ensure that the standard of this Web Site remains high and to maintain the continuity of it, the internet is not an inherently stable medium, and errors, omissions, interruptions of service and delays may occur at any time. Redtree People do not accept any liability arising from any such errors, omissions, interruptions or delays or any ongoing obligation or responsibility to operate this website (or any particular part of it) or to provide the service offered on this

Web Site. Redtree People may vary the specification of this site from time to time without notice.

12. **TERMINATION:** we may terminate Your registration and/or deny you access to the site or any part of it (including any services, goods or information available on or through the site) at any time in our absolute discretion and without any explanation or notification.
13. **THIRD PARTY LINKS:** on this Web Site you may be offered automatic links to other sites which Redtree People Limited hope will be of interest to You. Redtree People do not accept any responsibility for or liability in respect of the content of those sites, the owners of which do not necessarily have any connection, commercial or otherwise, with Redtree People. Using automatic links to gain access to such sites is entirely at Your own risk.
14. **GOVERNING LAW:** the use of this Web Site and any agreements entered into through this Web Site are to be governed by and construed in accordance with the laws of England and Wales. The courts of England are to have exclusive jurisdiction to settle any dispute arising out of or in connection with the use of this Web Site or any agreement made through this Web Site.
15. **JURISDICTION:** if any provision of these Terms and Conditions is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

Redtree People Limited.

Version 1.0.

1<sup>st</sup> June 2011