



CONFIDENTIAL

INDEMNIFICATION AGREEMENT

Name of Sponsor/Company:

(“Company”)

For and in consideration of institutional review board services to be performed from time to time by an Affiliate of the WIRB-Copernicus Group, Inc., a Delaware corporation (collectively, “WCG IRB”), in connection with one or more protocols for Company and/or its Affiliates (each a “Study”), Company agrees to hold harmless, defend and indemnify WCG IRB and its Affiliates, and their respective directors, officers, employees, agents, and contractors, including its institutional review board members (collectively the “WCG IRB Indemnitees”), from and against any and all claims, suits, and actions brought by any third party (each a “Claim”) from any liabilities, losses, damages, costs, reasonable attorneys’ fees, expenses, and judgments (collectively, “Losses”) to the extent any Claim results or arises from: (a) the willful misconduct of Company or any Company representative; (b) the development, design, manufacture, use, consumption, delivery, distribution, application, administration, or marketing of any drug, agent, biologic, compound, device, or other article involved in any Study (each a “Test Article”); (c) any Study-related intervention undertaken on any Study; or (d) the payment or non-payment of any amounts to a human subject made on any Study.

However, Company will not indemnify any WCG IRB Indemnitee for any Losses which result from the negligence or willful misconduct of any WCG IRB Indemnitees.

WCG IRB shall promptly notify Company in writing of any Claims with respect to which WCG IRB intends to claim indemnification. Company shall assume and control the defense of such Claims with counsel selected by Company and reasonably acceptable to WCG IRB. The failure of WCG IRB to notify Company within a prompt time after the commencement of any such action will not relieve Company from any obligation hereunder unless (and then solely to the extent) Company is materially prejudiced by such failure. WCG IRB shall reasonably cooperate with Company and Company’s defense of any applicable Claims. No compromise or settlement thereof may be affected by the Company without WCG IRB’s prior written consent, which shall not be unreasonably withheld or delayed.

UNDER NO CIRCUMSTANCES SHALL COMPANY BE ENTITLED TO RECOVER FROM WCG IRB ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR LOSS OF USE), WHETHER BASED ON CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR ANY OTHER CAUSE OF ACTION RELATING TO THIS AGREEMENT, EVEN IF WCG IRB OR WCG HAS BEEN INFORMED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

THE TOTAL LIABILITY OF WCG IRB, OR ANY AFFILIATE THEREOF IN CONNECTION WITH ANY STUDY (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED THE FEES ACTUALLY PAID TO WCG IRB OR ANY AFFILIATE THEREOF FOR THE SPECIFIC SERVICES GIVING RISE TO THE CAUSE OF ACTION.

For purposes of this Agreement, “Affiliate” shall mean with respect to WCG, any direct or indirect subsidiary for whom WCG has control, and shall mean with respect to Company, any person or entity directly or indirectly controlling, controlled by, or under common control with Company, and for this purpose, “control,” “controlling,” and “controlled by” shall mean the ownership and control of more than fifty percent (50%) of the outstanding voting securities or interest in capital or profits of any person or entity, or the right to direct or control the management or affairs of any person or entity by contract or similar arrangement.

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www.wcgirb.com

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers.

WIRB-COPERNICUS GROUP, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____
