THE QARP ACADEMY S.L.

QARP AI Audit Assistant

FOUNDING USER AGREEMENT

Version 2.0 | Effective Date: 29 April 2026

PARTIES TO THIS AGREEMENT

Service Provider: THE QARP ACADEMY S.L.

Registration No.: B19913078

Address: Carrer Lluis I Companys, 08860 Castelldefels, Barcelona, Spain

Director: Maxim Bunimovich

Email: maxim.bunimovich@theqarp.com

Website: https://theqarp.com https://theqarpacademy.pro

Client (Founding User): The individual or legal entity completing registration and payment. Referred to as "Client", "Founding User", or "You".

PREAMBLE

This Founding User Agreement ("Agreement") is entered into between THE QARP ACADEMY S.L. ("Company") and the Client, upon the Client's completion of payment as specified in Section 3 below. This Agreement governs access to the QARP AI Audit Assistant platform and all related services, and takes effect upon receipt of full payment.

1. DEFINITIONS

Platform -- The QARP AI Audit Assistant, a GxP-native AI tool designed to assist clinical research auditors through audit preparation, conduct, and report generation.

Founding User -- An individual or corporate entity acquiring access under this Agreement during the Founding Users Program.

Lifetime Access -- Perpetual, irrevocable access to the Platform for as long as it is operated by the Company, inclusive of all future updates.

Early Access Period -- Period commencing 12 May 2026, during which Founding Users receive Platform access prior to public launch.

Corporate Account -- Account issued under the Corporate Tier providing access for up to three (3) named users within one legal entity.

Confidential Information -- Any non-public data, documents, findings, or proprietary information shared by either party.

Knowledge Base -- Client-specific documents (SOPs, templates, checklists) loaded into QARP AI for personalised regulatory guidance.

2. SCOPE OF SERVICES

The Company grants the Founding User access to the following services:

1. Full access to the QARP AI Audit Assistant Platform, including all current features and all future updates.
2. AI-assisted audit preparation: document upload, risk extraction, auto-generated audit programmes (ICH E6(R3) and ICH E8(R1)).
3. Real-time audit conduct support: live AI chat, findings log, compliance mapping to ICH/CFR/ISO paragraphs.
4. Automated draft report generation: findings, root cause analysis (5 Why), CAPA recommendations, regulatory references.
5. Custom Knowledge Base configuration: Client SOPs, checklists, and templates.
6. Onboarding session (video call) with the Company Director.
7. Priority support with direct access to the founding team.
8. Participation in the Product Advisory Group -- ability to propose and vote on new features.

3. FEES AND PAYMENT

3.1 Pricing Tiers

The Founding Users Program comprises three (3) tiers. Access is granted only upon receipt of full payment.

Tier	Price (one-time)	Users	Status

Early Bird (Tier 1)	EUR 700	1 individual	FULLY BOOKED -- Closed
Individual Founding (Tier 2)	EUR 900	1 individual	Open -- limited spots
Corporate Founding (Tier 3)	EUR 1,500	3 named users	Open -- contact required

3.2 Payment Methods

Option A -- Card Payment (Stripe):

Tier 2 (EUR 900): https://buy.stripe.com/28E5kC7qiaqg9O46Q82ZO0q

Tier 3 (EUR 1,500): contact maxim.bunimovich@theqarp.com for invoice link.

Option B -- SEPA / SWIFT Bank Transfer:

Recipient: THE QARP ACADEMY S.L.

IBAN (EUR): ES66 1583 0001 1793 4976 6470

BIC / SWIFT: REVOESM2

Intermediary BIC (non-EEA): CHASDEFX

Bank: Revolut Bank UAB, Branch in Spain

Bank Address: C/ Principe de Vergara 132, 4a planta, 28002 Madrid, Spain

Reference: FOUNDING-USER-[YOUR FULL NAME]

Amount: EUR 900 (Individual) or EUR 1,500 (Corporate)

After bank transfer, send payment confirmation to maxim.bunimovich@theqarp.com. Access activated within 24 business hours.

3.3 One-Time Payment and No Recurring Fees

The fees above are one-time, non-recurring. The Company undertakes not to charge any subscription or renewal fee to Founding Users for features available at or before the date of this Agreement. Future optional premium add-on modules, if any, will be offered with no less than 30 days' advance notice.

4. TERM AND LIFETIME ACCESS

4.1 This Agreement commences upon receipt of full payment and continues in perpetuity for as long as the Platform is operated by the Company (Lifetime Access).

4.2 Should the Company permanently discontinue the Platform, no less than 90 days' written notice will be provided, and a pro-rated refund (calculated on a five-year basis from payment date) will be offered.

4.3 Lifetime Access is personal and non-transferable under Individual Tiers. Under the Corporate Tier, named users may be substituted upon written request, subject to the three (3) user cap.

5. REFUND POLICY

5.1 The Client is entitled to a full refund if, after their first 30 days of active use, the Platform does not perform substantially as described in the service documentation.

5.2 Refund requests must be submitted in writing to maxim.bunimovich@theqarp.com within the 30-day window. Approved refunds processed within 10 business days via the original payment method.

5.3 No refunds are payable after the 30-day period, except in cases of Platform discontinuation (Section 4.2).

6. CONFIDENTIALITY AND DATA PROTECTION

6.1 GDPR Compliance

The Company processes personal data in accordance with Regulation (EU) 2016/679 (GDPR) and the Spanish Data Protection Act (LOPDGDD). The Company acts as Data Controller for account/billing data and as Data Processor for audit-related content.

6.2 No Patient Data Transmission

The Platform is designed for use with anonymised or de-identified audit documents. The Client undertakes not to upload patient-identifiable information (PII), protected health information (PHI), or clinical trial confidentiality data in unredacted form.

6.3 Data Storage and Residency

All Client data, including the Knowledge Base, findings, and uploaded documents, is stored on servers within the European Economic Area (EEA). No transfer outside the EEA without Client consent and GDPR Chapter V safeguards.

6.4 Data Retention

Client data is retained for the duration of the active account. Upon termination or written request, all Client data is permanently deleted within 30 days, with written confirmation issued.

6.5 AI Model Confidentiality

Client content is used solely to generate responses for the Client and is not used to train, fine-tune, or improve any underlying AI model. The Company enforces this contractually with all AI infrastructure providers.

6.6 Technical and Organisational Measures

- Encryption in transit (TLS 1.3) and at rest (AES-256)
- Role-based access controls with MFA for administrative accounts
- Audit logs: all access to Client data logged with timestamps
- Regular penetration testing and vulnerability assessments
- Staff confidentiality obligations and GDPR training
- 72-hour GDPR breach notification to supervisory authority

6.7 Mutual Confidentiality

Both parties agree to maintain confidentiality of proprietary information disclosed during the Agreement. This obligation survives termination for five (5) years.

7. INTELLECTUAL PROPERTY

7.1 The Platform, including software, AI models, regulatory knowledge bases, and documentation, is the exclusive intellectual property of THE QARP ACADEMY S.L. Nothing in this Agreement transfers ownership rights to the Client.

7.2 The Client retains full ownership of all documents, findings, notes, and reports generated using the Platform. The Company claims no IP rights over Client outputs.

7.3 The Client grants the Company a limited, non-exclusive licence to process Client Content solely for delivering the contracted services.

8. OBLIGATIONS OF THE PARTIES

8.1 Company Obligations

- Provide Platform access from 12 May 2026
- Maintain Platform uptime target of 99% (excluding scheduled maintenance)
- Provide all future feature updates at no additional charge
- Maintain Client Knowledge Base and customisation settings
- Respond to priority support requests within 1 business day
- Provide minimum 30 days' advance notice of significant Platform changes
- Protect Client data in accordance with Section 6

8.2 Client Obligations

- Use the Platform in compliance with applicable laws and GxP regulations
- Not upload unredacted patient data or PHI (see Section 6.2)
- Not resell, sublicence, or share credentials beyond covered users
- Provide accurate onboarding information for Knowledge Base configuration
- Not attempt to reverse-engineer or replicate Platform architecture
- Maintain confidentiality of non-public product information received from the Company

9. LIMITATION OF LIABILITY

9.1 The Platform is an AI-assisted tool supporting professional auditors. All outputs are drafts requiring human review before submission. The Company does not warrant that Platform outputs constitute regulatory or legal advice.

9.2 The Company's total aggregate liability under this Agreement shall not exceed the amount paid by the Client.

9.3 Neither party shall be liable for indirect or consequential damages, except in cases of gross negligence or wilful misconduct.

10. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement is governed by the laws of Spain. Disputes shall first be subject to 30-day good-faith negotiation. If unresolved, disputes shall be submitted to the competent courts of Barcelona, Spain, unless mandatory consumer protection laws in the Client's jurisdiction require otherwise.

11. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement constitutes the entire agreement between the parties. Any amendment must be in writing signed by both parties. Founding Users will be notified by email at least 30 days before any material change, and retain the right to terminate under Section 5 refund terms if they do not accept the change.

EXECUTION

This Agreement takes effect upon the Company's receipt of full payment. By completing payment, the Client confirms they have read, understood, and agreed to be bound by this Agreement.

FOR THE COMPANY	FOR THE CLIENT

Name: Maxim Bunimovich	Name:
Title: Director / Founder	Company (if applicable):
Signature: _____	Signature: _____
Date: 29 April 2026	Date:

APPENDIX A -- REGULATORY COVERAGE

QARP AI covers the following regulatory frameworks as of the effective date of this Agreement (updated on a rolling basis):

- ICH E6(R3) -- Good Clinical Practice (GCP)
- ICH E8(R1) -- General Considerations for Clinical Studies
- 21 CFR Part 11 -- Electronic Records and Signatures (FDA)
- 21 CFR Parts 50, 54, 56, 312 -- FDA Clinical Trial Regulations
- EU Clinical Trials Regulation 536/2014 (EU CTR)
- ISO 14155:2020 -- Clinical Investigation of Medical Devices
- EAEU GCP Guidelines
- GAMP 5 -- Risk-Based Approach to Computerised System Validation
- GDPR / EU Data Residency Requirements

APPENDIX B -- DATA PROCESSING SCHEDULE (GDPR Art. 28)

Subject matter	Audit documents, findings, notes, and regulatory analysis inputs uploaded by the Client
Duration	For the duration of the Agreement; deleted within 30 days of termination
Nature and purpose	AI-assisted analysis and report generation for GxP audit support
Type of personal data	Professional information only (auditor notes, site identifiers). No patient PII/PHI.
Categories of data subjects	Clinical site personnel referenced in audit documents (anonymised/de-identified)
Sub-processors	EU-based AI infrastructure providers bound by equivalent GDPR data processing agreements
Data transfers	No transfer outside EEA without explicit Client consent and appropriate GDPR safeguards

-- END OF AGREEMENT --