

Clinical Research Support Services Agreement

For Client using a print version of this Agreement please complete this section: This Agreement for clinical research support services ("Agreement") is made and entered into on _____ between Exodon, LLC of 111 Howard Blvd, Mt. Arlington, NJ 07856 ("Exodon") and _____ ("Client").

For Web-based Clients: By clicking the Accept button at the end of this Agreement you are acknowledging and accepting to agree to all of the terms and conditions of this clinical research support services ("Agreement") between Exodon, LLC ("Exodon") and you as the "Client".

WHEREAS, Exodon is engaged as a business associate of Client (Exhibit A HIPAA Compliance Agreement) for the business of delivering clinical research studies on behalf of Client.

WHEREAS, through Exodon's VALIDATE System® which shall mean a proprietary system that validates a clinical research site's ability to complete trials by minimizing research subject recruitment costs and subject screening failures. This system uses de-identified medical records of the Client and/or the Client's site metrics listed in Exodon's Investigator Enrollment Database Form (IEDF), and matches these data to all actively enrolling and soon to be enrolling clinical trials listed in Exodon's clinical trials database which contains approximately 50,000 trials. Exodon does not guarantee a specific number of clinical research studies will be delivered to Client, as Exodon is not responsible for site selection, only the matching of sites to actively or soon to be enrolling studies.

Exodon and Client agree as follows:

1. Definitions: For the purpose of this Agreement:

- 1.1 "Get Me Clinical Trials™ Subscriber" shall mean each individual clinical research site that pays Exodon a monthly subscription fee in return for delivering clinical trials to Client.
- 1.2 Trials Management Organization ("TMO") shall mean a Client who belongs to Exodon's VALIDATE System® network of sites where Exodon is authorized to act as an agent with the Client delivering clinical trials to the Client and providing contract and budget negotiations as well as patient recruitment services for the Client.
- 1.3 Site Management Organization ("SMO") shall mean a Client who belongs to Exodon's VALIDATE System® network of sites where Exodon is authorized to act as an agent with the Client delivering clinical trials to the Client and providing contract and budget negotiations as well as patient recruitment and site support services for Client.

2. Exodon's Responsibilities: Exodon will perform the following services for Client when acting as a business associate:

- i. Exodon will identify clinical research studies where the inclusion/exclusion criteria matches sets of data in the Client's VALIDATE System® de-identified patient database and/or IEDF, and will deliver these studies to Client,
- ii. Free enrollment into Exodon's VALIDATE System® for TMO and SMO Clients,
- iii. Get Me Clinical Trials™ Subscriber will receive a weekly list of enrolling or soon to be enrolling clinical trials including contact information for a representative of the study and relevant study start up documents for each trial such as: a sponsor's Confidentiality Agreement, Protocol Synopsis and Site Information Questionnaire.
- iv. Client will be part of Exodon's affiliated researcher network of consultants for the pharmaceutical, medical device and biotechnology sponsors at no charge to Client and,
- v. Offer free support to Client if Client decides to organize a consortium of clinical research sites as reviewed in Schedule A.
- vi. Exodon will attempt to obtain funding from a sponsor for investigator initiated research projects upon submission and a decisional review of a study proposal submitted by Client.

3. Client Responsibilities: For TMO and SMO Clients: Client acknowledges and agrees to:

- i. Import de-identified medical records and/or site metric data by completing Exodon's on-line IEDF into Exodon's VALIDATE System® database. These data are used to identify clinical research trials matching the Client's patient population or site metrics to enrolling or soon to be enrolling clinical trials,
- ii. Complete all necessary VALIDATE System® enrollment documents such as an IEDF.
- iii. When required, pre-consent and pre-qualify patients for participation in upcoming clinical research studies.

4. Trial Management and Site Support Services: For TMO and SMO Clients, if selected to participate in an Exodon delivered clinical research study, additional clinical research support services will be made available to the Client. All TMO and SMO Clients acknowledge and agree that all contract and budget negotiations must occur directly

with and only with Exodon for each clinical trial delivered to TMO and SMO Client by Exodon. Contracts and budgets for each clinical trial will be reviewed by TMO and SMO Client and sent back directly to Exodon. All TMO and SMO Clients will receive patient recruitment services from Exodon. If SMO services are requested by Client; these are offered on a study by study basis per the terms and conditions of the Client's SMO Contract that will include: supporting Client in starting, coordinating, managing, and completing clinical research trials. If and when needed, these services are supplied by Exodon or one of Exodon's SMO affiliates or subsidiary (Exhibit B).

5. Payments:

- i. Each individual Get Me Clinical Trials™ Subscriber shall pay Exodon a monthly subscription fee as stipulated by the terms and conditions in Exhibit C.
- ii. Payments to TMO Clients are based on each clinical research study's reimbursement schedules and are delivered to Client directly by Exodon. In general the more pre-qualified and pre-consented patients matching a study's requirements the higher the per patient reimbursement rate paid to Client.
- iii. Payments to SMO Clients are based on each clinical research study's reimbursement schedules and are delivered to Client directly by Exodon after the deduction of fees for SMO services requested by Client.
- iv. If Client does not participate in a specific study of which a patient of Client may be eligible for, a written request to contact patient may be sent by Exodon to Client asking Client for permission to contact that patient to assess if patient is interested in participating in that study. Client has the option of receiving payments at a screening center for identifying patients where Client is not acting as an investigator in that specific study.

6. Intellectual Property: Ownership and all rights, title, and interest in the VALIDATE System® are and shall remain vested solely in Exodon. Client acknowledges and agrees that it does not claim and will not claim any rights, title or interest in the VALIDATE System®.

7. Termination:

a. Termination without cause. This Agreement may be terminated at any time by either party without cause by given written notice not less than thirty (30) days to the other party.

b. Termination with cause. Either party hereto may terminate this Agreement for cause at any time if (i) the other party breaches any material hereof and fails to cure such breach in ninety (90) days (or thirty (30) days in case of a failure to pay any sum due hereunder) after receipt of written notice of such breach or (ii) the other party shall be or will become insolvent.

If this Agreement is terminated with or without cause, the terms stipulated in any separate existing agreement for any pending or ongoing clinical trials project delivered to Client by Exodon will override paragraph 7 of this Agreement and Client is bound by the terms and conditions specific to that clinical research trial(s).

c. Effect of Termination. Termination of this Agreement shall nullify all obligations of Exodon. Medical reports in Exodon's VALIDATE System® database will be deleted or will be delivered to Client in some acceptable medium agreed upon by both parties. Patients currently being enrolled in studies at the time of termination of this Agreement will complete the enrollment process. Termination of the Agreement shall not nullify Client's obligation to pay any outstanding charges owed to Exodon. If Client continues to use an Exodon affiliated EMR, the VALIDATE System™ application will be removed and Client agrees not to attempt to replicate, reproduce, copy or otherwise use this proprietary system created by Exodon.

8. Indemnification Client and Exodon each agree, to the extent allowed under the governing law to indemnify and hold the other party harmless of any claim, demand, suit, loss, or liability which the indemnified party may sustain as a result of the indemnifying party's breach of duties or the indemnifying party's errors or omissions and within the reasonable expenses of the indemnified party, including attorney's fees incurred in connection with sum claims and damages (collectively "Damages"). As a condition precedent to asserting a right of indemnity, the party seeking indemnification shall have given the indemnified party timely written notice of the assertion of the claim to which the right of indemnification is claimed to exist. The Client hereby acknowledges that Exodon is performing an outsourcing activity for Client and Client is solely responsible for the content of each medical report and other types of reports transmitted to Exodon's research repository. Accordingly, without limiting the generality of the foregoing, Exodon shall not be obligated to indemnify and hold harmless Client for any Damages resulting from the content of any medical report or other data transmitted to Exodon research repository and any errors contained therein or omissions.

9. Limitation of Liability

NOT WITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE LIABILITY OF EXODON TO CLIENT FOR ANY AND ALL CLAIMS WHATSOEVER RELATED TO THIS AGREEMENT OR RELATED TO SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT OF ALL PAYMENTS MADE UNDER THIS AGREEMENT BY CLIENT TO EXODON. THIS LIMITATION IS CUMULATIVE; SUM OF MULTIPLE CLAIMS MAY NOT EXCEED THIS LIMIT. IN NO

EVENT WILL EXODON BE LIABLE TO CLIENT FOR: ANY LOSS OF PROFITS, ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST CLIENT BY ANY THIRD PARTY, EVEN IF EXODON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. THE PROVISIONS OF THIS PARAGRAPH WILL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OF ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS PROPOSED BY THIS AGREEMENT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF EXODON, ITS AFFILIATES OR EMPLOYEES. CLIENT WAIVES ALL REMEDIES THAT MAY OTHERWISE BE AVAILABLE UNDER THE LAWS BY ANY JURISDICTION. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXECUTION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO CLIENT.

10. Entire Agreement

This Agreement, including all Exhibits and any attachments and amendments hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior and contemporaneous representations, proposals, agreements, negotiations, advertisements, statements, or understandings, whether oral or written and fully and finally sets forth the rights, duties and obligations of each party to the other as of its date. The provisions of this Agreement shall take precedence and have priority over any subsequent conflicting or other non-identical terms dealing with the same subject matter described herein set forth in any purchase order or similar document generated by Client.

Please indicate which Exodon clinical research support services you are requesting. You may request more than one service. For example, you can be a Get Me Clinical Trials™ Subscriber and be considered for TMO clinical trials with Exodon.

If you are using a Print version of this Agreement please circle one or more of the following choices:

Get Me Clinical Trials Subscriber, TMO or SMO.

If you are completing this Agreement on the web please tic off the boxes below which services you are requesting:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first set forth above.

Exodon

Client

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

HIPAA Compliance Agreement

Whereas, Client hereinafter "Covered Entity" transmits health care information in paper or electronic form and Exodon Corporation, hereinafter "Business Associate" in connection with the Exodon Agreement for Clinical Research Support Services or Screening Center (the "Agreement") to which this Exhibit is attached, intend to comply with the applicable provisions of the Health Insurance Portability and Accountability Act (1996) ("HIPAA") and agree to the following:

Business Associate agrees to receive protected health information ("PHI") from Covered Entity in accordance with regulations 164.502(e)(1) and (2), and 164.504(e)(1) and (2), in order to perform clinical research processing functions on behalf of Covered Entity. Business Associate is providing the following assurances to Covered Entity that the PHI will be appropriately safeguarded:

- a. Covered Entity is not required to actively monitor the means by which the business associate carries out the safeguards of the contract.
- b. Covered Entity is not liable for privacy violations of the business associate, unless the Covered Entity becomes aware of a violation of the business associate's obligation under this contract and then must take reasonable steps to end the violation. If such steps are not successful, then the Covered Entity must terminate the contract if feasible, or report it to the Secretary of Health and Human Services (HHS).

Business Associate will (i) only use and disclose any PHI it receives from Covered Entity as is permitted or required under the Agreement between the parties or the law, (ii) use appropriate safeguards to prevent the use or disclosure of the PHI other than as provided for in the Agreement, (iii) report to Covered Entity any use or disclosure of PHI not provided for in the Agreement of which it becomes aware, (iv) ensure that any of its agents or subcontractors to whom Business Associate provides Covered Entity's PHI will agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, (v) upon request, make PHI available to Covered Entity in accordance with §164.524, (vi) upon request make PHI available to Covered Entity for amendment and incorporate any amendments in accordance with § with 164.526, (vii) make available the information required to provide an accounting of disclosures in accordance with § 164.528, (viii) make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by Business Associate on behalf of Covered Entity, available to the or any other officer or employee of HHS to whom the authority invoked has been delegated for purposes of determining the Covered Entity's compliance with the privacy regulations promulgated under HIPAA.

At termination of the Agreement, Business Associate will, if feasible, return or destroy all PHI received from or created or received by the Business Associate on behalf of Covered Entity that the Business Associate still maintains in any form and retain no copies of PHI. If such return or destruction is not feasible, Business Associate will extend the protections of the Agreement to PHI and limit further uses and disclosures to those purposes that make the return of PHI infeasible.

Business Associate authorizes termination of the Agreement by Covered Entity in the event that Covered Entity determines Business Associate has violated a material term of the Agreement.

HIPAA regulations do not apply for data entered into Exodon's clinical research repository as the patient's PHI is de-identified. De-identified data means the following information is removed from all medical records:

Name, Date of Birth, Admission Date, Discharge Date, If applicable, Date of Death with the exception of the year, Ages over 89, Social Security Number, Email Address, Medical Record Number, License Plate Number, Telephone Number(s), Medical Device Serial Number(s), Town, County and Zip Code, Unique Identifying Number or Characteristics (e.g. a picture of the patient)

This non-HIPAA dataset and is used only for the purpose of matching patient data to clinical research trials.

Once a patient of the Covered Entity is enrolled in a clinical research study, the HIPAA regulations noted in this Agreement will be superceded by the HIPAA compliance regulations of that specific Research Protocol Agreement supplied by the CRO, Sponsor or other organization supporting the trial.

Exhibit B
Optional Site Support Services
Itemized and Comprehensive Options:
(available on a study by study basis if needed)

Please note that these services are available and offered on a per diem basis by CRpartners, an SMO division of Exodon. You do not have to receive these services to be part of Exodon's clinical research network of sites.

Schedule A
Consortium Leader Addendum

In conjunction with the Clinical Research Support Services Agreement (CRSSA), (the "Agreement") this Addendum serves to acknowledge _____, (the "Client") will act as a consortium leader for all sites enrolled by Client into Exodon's clinical research network using the VALIDATE System™.

WHEREAS, Client wishes to identify and select sites to enroll in Exodon's clinical research network for participation in clinical studies.

WHEREAS, a clinical practice site will be considered enrolled after fifteen (15) consecutive days of de-identified medical/clinical data collection imported into Exodon's clinical research data repository.

Exodon and Client acknowledge and agree that all data collected from the consortium leader and all sites enrolled by the consortium leader can only be accessed through the consortium leader via Exodon or any other 3rd party via Exodon for the purpose of conducting clinical trials research.

Exodon and Client further acknowledge that the Client may negotiate directly with any 3rd party once a clinical trial study is brought to the consortium leader or Exodon can negotiate on behalf of the Client if the consortium leader prefers to engage Exodon services in this manner as outlined in Exhibit B (Site Support Services) of this Agreement.

Exodon shall use commercially reasonable efforts to aid Client to attract and attain clinical research sites and the responsibilities of each party in these matters will be mutually agreed upon by both parties on a case by case basis.

Non-Competition: During the Term and for a period of two (2) years following the termination of this Agreement, Client will not:

- (a) Attempt to cause any current customer or previous customer within the immediately preceding twenty-four (24) months, or any entity that has a current or pending contractual relationship with Exodon at the time of the termination of this Agreement, to terminate such relationship with Exodon, and this provision shall apply regardless of whether such customer has a valid contractual arrangement with Exodon;
- (b) Attempt to cause any current or previous employee or consultant of Exodon to terminate his/her relationship with Exodon, and associate with any other person, corporation, partnership or other entity that could reasonably be considered a competitor of Exodon.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date first set forth above.

Exodon	Client
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



Exhibit C
Get Me Clinical Trials™ Subscription
Fee Agreement

The parties named below hereby intend to be legally bound by the Clinical Research Support Services Agreement of which this Exhibit C is incorporated by reference.

WHEREAS, a clinical research site is defined as an individual site by its unique address, Department, and/or its unique patient population or medical specialty of the Investigator working within a group practice as listed on Exodon's IEDF.

The parties agree that for each separate clinical research site, Client will pay the following monthly subscription fees:

A. Delivery of weekly reports containing results of matches from site's IEDF and/or site's de-identified patient records with active or soon to be active clinical research trials, as well as, study start-up documents such as the study's confidentiality agreements from the sponsor or designee and other relevant pre-study specific documents.

Please circle the options corresponding to the number of sites subscribing and provide your initials next to that selection.

- i. \$431 per month for each site if 3 or less clinical research sites are enrolled by the Client,
- ii. \$391 per month for each site if 4-9 clinical research sites are enrolled by the Client,
- iii. \$289 per month for each site if 10 or greater sites are enrolled by the Client.
- iv. For an additional \$89 per month 5 additional studies, if available, will be added to your weekly report.
- v. For an additional \$169 per month 10 additional studies, if available, will be added to your weekly report.
- vi. For annual subscriptions, a 20% discount is subtracted from the above mentioned fees.

Monthly charges will be paid by Client either by credit card kept on file by Company or monthly withdrawals from Clients banking account. If you cancel your subscription your next month charge will not be processed and your banking information will be removed from our system. You can re-subscribe either on line at exodon.com or by completing this form again.

Please complete either the following credit card authorization or bank withdrawal funds transfer form:

Name on the card: _____

Credit Card Billing Address: _____

Credit Card Type or Banking Account: _____

Credit Card Number or Banking Account Number: _____

Credit Card CID#: _____ Expiration Date of Credit Card: _____
(last 3 digits on back or 4 digits on front if American Express card)

or Routing Number of Bank Account: _____

All financial information of the Client is securely stored and kept strictly confidential between Exodon and Client.

The parties acknowledge that Exodon is expected to provide valuable clinical trial referral services in a timely manner to enhance Client's ability to participate in ongoing and upcoming clinical trials.

IN WITNESS WHEREOF, the undersigned is authorized to initiate this subscription and allow Exodon to collect payment via the above selected payment method on a recurring basis as long as this Agreement is active between the parties.

SIGNATURES REQUIRED ON NEXT PAGE

Please fax this form back to Exodon's Accounting Dept at: (973) 710-9146



Exodon, LLC.

By: _____
Name: _____
Title: _____
Date: _____

Client

By: _____
Name: _____
Title: _____
Date: _____