

MEDACorp Terms and Conditions
as of March 10, 2010

We are delighted that you have agreed to be retained as a consultant by MEDACorp. Consulting projects may include participation in conference calls, live meetings, written reports, or some combination of all three. MEDACorp will call you as needed and communicate to you its requirements with respect to each particular assignment.

Your participation in projects is subject to the following terms and conditions (these “Terms and Conditions”).

By checking the box or signing this agreement you are indicating that you have read and agreed to these Terms and Conditions and you agree to be bound by these Terms and Conditions, as modified by us from time to time in our sole and absolute discretion. It is your duty to carefully read these Terms and Conditions, and access our website prior to each project to determine if any modifications to these Terms and Conditions have been made. This is a legally binding agreement.

1. Participation in Consulting Projects

You may participate in consultant projects if, and only if, all of the following compliance conditions are satisfied in connection with each project:

1. Your participation would not present any conflict of interest.
2. Your participation would not cause you to breach any agreement with or other legal obligation to any person or entity (including, but not limited to, your employer, your previous employers or any person or entity to which, or through which, you provide or have provided consulting services).
3. Your participation would not cause you to violate any duty or obligation of any kind to, or policy or code of conduct of, any person or entity (including, but not limited to, your employer, your previous employers or any company to which, or through which, you provide or have provided consulting services).
4. Your participation would not result in the disclosure of any confidential or proprietary information (including trade secrets) not owned exclusively by you.
5. Your participation would not result in any communication or disclosure to any third party of any material non-public information concerning any public company.
6. Your membership and participation would not violate any law, rule or regulation.
7. You are not an employee of an investment banking or private equity firm.

8. You will keep confidential and not disclose to third parties, unless required by law or legal process any confidential information that you may acquire in the course of your performance of services under this agreement, and you will use such Confidential Information only in connection with the performance of your duties hereunder. "Confidential Information" includes the facts that MEDACorp is conducting a consulting project, the identity of any MEDACorp client for whom MEDACorp is conducting a consulting project, survey instruments or information packages that have been supplied to you in the course of completing the assignment.
9. You agree not to consult about a company for which you are currently or have been within the past six (6) months a director, trustee, officer, or employee (or for which you hold or held a similar position). In addition, you will not consult with us if you are a government employee.

In the event that any of the responses above change, you will notify MEDACorp immediately and agree not to accept any new MEDACorp engagements until approved by MEDACorp management.

2. Clinical Trials, Other Consulting Services

If you have participated in a clinical trial, your duties and obligations to treat certain information as confidential must not be violated by participating in MEDACorp consulting projects. In addition, your duties and obligations as a result of other consulting services you may have performed must not be breached as a result of your participation in MEDACorp consultant projects. Under no circumstances may you ever disclose any confidential information learned in the course of your clinical trials or prior consulting engagements.

You agree not to provide investment advice concerning the value of any security or the advisability of buying, selling or otherwise investing in any security. You agree not to provide medical, legal, accounting or other professional advice, opinions, or any other medical service to Client.

3. Dissemination of False or Misleading Information

You agree never to disseminate false or misleading information with respect to your employment, education or expertise to us or any of our clients. You also agree to routinely review and update your biographical information and MEDACorp consultant profile on a regular basis, including prior to accepting any project. You understand and acknowledge that an individual who misrepresents their professional qualifications and/or licenses in order to obtain a fee may violate state and/or federal law.

4. Privacy Policy

At Leerink Swann LLC and MEDACorp are committed to safeguarding your personal information. Since your privacy is a priority to us, we will not share nonpublic information about you ("information") with third parties without your consent, except as

explained in our Privacy Policy.
<http://www.leerink.com/PRIVACY-POLICY.aspx>

5. Material Non-Public Information

You acknowledge that you are aware of the prohibition against “insider trading” (the misuse of material non-public information) and agree not to disclose any such information.

6. Confidentiality

You shall keep and maintain as strictly confidential all “Confidential Information” of MEDACorp and clients. “Confidential Information” includes any and all information, in any form or medium, written, oral or otherwise, concerning or relating to MEDACorp or any client, including, but not limited to, the names of any clients and clients’ employees, questions posed and the topics discussed, information or materials shared, opinions expressed or work commissioned by MEDACorp or any client.

You may not, without our prior written consent (which we may withhold in our sole and absolute discretion), except to the extent (but only to the extent) required by applicable law (in which event you must consult with us as early as possible prior to making such disclosure), communicate, disclose, reveal or divulge any Confidential Information. You shall not use Confidential Information for any purpose other than those specifically permitted by these Terms and Conditions. Without limiting the foregoing, you shall not use Confidential Information for personal benefit (including for the purpose of making investment or trading decisions). The duty to maintain confidentiality hereunder shall survive until the Confidential Information becomes generally known to and available for use by the public other than as a result of a disclosure by you or any other person under legal obligation not to disclose the information.

At the completion of any consulting project or at MEDACorp’s request, you will automatically destroy or return to MEDACorp all documents, data, notes or other information in your possession received or created in connection with any consulting project and you will not keep, disclose or retain any copy in any form.

7. Follow Up Consultation Projects and Preparatory Time

You shall only accept consultation projects with clients through MEDACorp. If a client requests additional work or consultations from you, you may not satisfy any request until receiving MEDACorp’s explicit approval to perform additional services.

You should perform no more than 15 minutes of preparatory work for a consultation project without our explicit approval. **You will not be paid for any consultation with a client that was not individually arranged and explicitly approved by MEDACorp in advance.**

8. Consultant Fees and Payment Process

You will be paid an hourly fee, as agreed to by the consultant and MEDACorp. Consultants may only change their consulting fee rates for future consultations upon 60 days advanced written notice to MEDACorp. In order to pay you for services which may exceed IRS reporting guidelines, you must submit to us a signed Form W-9 if you are US citizen or a Form W-8 if you are not a US Citizen. We are required to file information returns with the IRS to confirm that we have your correct name and taxpayer identification number (TIN). If you have received or will receive payments from Leerink Swann LLC, we are unable to make any future payments to you without a signed Form W-9 or Form W-8 on file.

9. Independent Contractor Status

It is understood and agreed that any services performed by you under these Terms and Conditions shall be performed as an independent contractor and consultant. You shall not be deemed to be an employee of MEDACorp or any clients and you shall not be entitled to any benefits provided by either MEDACorp or any clients. You agree that you shall be personally responsible and liable for any and all taxes and other payments due on payments received by you for services provided under these Terms and Conditions. Nothing in these Terms and Conditions shall create a partnership or joint venture or establish the relationship of principal and agent or any other relationship of similar nature between you, MEDACorp or clients.

10. Termination

MEDACorp may terminate your membership at any time without providing written notice. You may also terminate your membership with MEDACorp but you must provide written notice. Termination shall not relieve either party of its obligations under the Terms and Conditions intended to survive termination including, but not limited to, confidentiality, payment, non-solicitation, copyright, limitation of liability, arbitration, governing law and venue.

11. Non-Solicitation

You agree that while you are a MEDACorp participant and for a period of one year from the completion of any project with a client to whom you have been first introduced by us, you will not solicit services from or propose any kind of consulting or similar relationship to such client without MEDACorp's prior written consent (which consent we may withhold in our sole and absolute discretion). You also agree that, for a period of one year after the termination of your relationship with us for any reason whatsoever, you will not, directly or indirectly, solicit for employment, employ or hire any employee of MEDACorp.

12. Intellectual Property

All MEDACorp and Leerink Swann LLC material, whether explicitly marked as such or not, is protected by copyright. You represent that any intellectual property, regardless of format, that you submit to MEDACorp or a client is your own or that you have obtained all necessary licenses or permissions for, and to share, such intellectual property with MEDACorp and its clients. You represent that such intellectual property, and MEDACorp's and/or its clients' use of it, does not infringe upon the intellectual property

rights of any third party. Any intellectual property that you produce for or in connection with any work you perform for MEDACorp or one of its clients, will be owned by MEDACorp and/or the client as a "work for hire" under applicable law, and may be used by MEDACorp and/or such client for any lawful purpose consistent with MEDACorp's agreement with such client. Without limiting the foregoing, you agree that MEDACorp and each client are free to use any ideas, concepts, know-how, or techniques contained in any communication or other intellectual property material you transmit to MEDACorp or a client for any lawful purpose whatsoever. Any inventions, discoveries or improvements that are based in full or in part on any intellectual property and information you provide to MEDACorp or a client during the course of your work, and all intellectual property rights therein, shall be owned entirely by and shall be proprietary to MEDACorp and/or the client, consistent with MEDACorp's agreement with such client. The terms in this section shall survive termination of this Agreement.

13. Governing Law, Venue and Assignment

The validity, interpretation, performance and enforcement of these Terms and Conditions shall be governed by the laws of The Commonwealth of Massachusetts without regard to the conflicts of laws principles thereof. You hereby unconditionally and irrevocably submit to the jurisdiction of the federal and state courts of The Commonwealth of Massachusetts for matters arising from or related to an arbitration under these Terms and Conditions. The terms of this section shall survive termination of this Agreement.

These Terms and Conditions shall be binding upon and inure solely to the benefit of you and MEDACorp and the successors, assigns and clients of MEDACorp. As used in these Terms and Conditions, the word "including" shall mean "including, without limitation," in all cases. Whenever possible, each provision of these Terms and Conditions shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of these Terms and Conditions is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of these Terms and Conditions, and these Terms and Conditions shall be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

14. Remedies

You acknowledge that MEDACorp would suffer irreparable harm (not adequately remedied by monetary damages alone) if you breach the provisions stated above and that, accordingly, MEDACorp would be entitled to equitable relief, in addition to its remedies at law, to enjoin any such breach or threatened breach.

Duly executed under seal on the ___ day of _____ 2010.

Signature

Consultant Name