

By accepting the terms of agreement the PHYSICIAN and ENDOREAD agree to the following:

Part A. ENDOREAD'S Obligations

1. Reading Network. ENDOREAD will maintain a network of qualified readers who agree to review and interpret images, prepare a report, communicate the report to the PHYSICIAN.
2. Provision of ENDOREAD Services. ENDOREAD will provide or make available to PHYSICIAN all materials of the pre-read required to develop a final read by the PHYSICIAN.
4. Secure Internet Portal. ENDOREAD will provide a secure Internet portal to assist PHYSICIAN in retrieving his/her reports from the Reading Physician. ENDOREAD will ensure that the secure Internet portal meets the security requirements of the Health Insurance Portability and Accountability Act of 1997 ("HIPAA"). ENDOREAD will issue secure passwords and/or other confidential and secure methodology by which the Reading Physician may access the portal to upload his/her reports and PHYSICIAN may access only those reports that are related to PHYSICIAN'S patients.
5. Confidentiality of Patient Information. ENDOREAD will maintain the confidentiality of all patient identifying information. However, ENDOREAD may, at its sole discretion, use and publish non-identifiable information in the aggregate, for clinical, marketing, and other uses to advance ENDOREAD'S legitimate business purposes. Upon PHYSICIAN'S request, ENDOREAD shall enter into an appropriate business associate agreement that meets the requirements of HIPAA.

Part B. PHYSICIAN'S Obligations

1. Option to Obtain Interpretation Services. After performing capsule endoscopy,

PHYSICIAN may choose to send images to ENDOREAD for the purpose of obtaining interpretation Services. PHYSICIAN agrees to perform a capsule endoscopy procedure when, in PHYSICIAN'S medical opinion, such procedure is appropriate and medically necessary. Nothing in this agreement requires PHYSICIAN to utilize ENDOREAD on his/her patients or to send the images to ENDOREAD for facilitation of interpretation Services.

2. Compensation. PHYSICIAN agrees that in consideration of the ENDOREAD materials, facilitation of obtaining Interpretation Services, the hosting of reports on a secure Internet portal and other support to be provided to PHYSICIAN by ENDOREAD under this Agreement, PHYSICIAN shall pay ENDOREAD a fee for each interpretation service obtained under this Agreement.

3. Medical Standards. PHYSICIAN agrees to remain current with all medical standards and training to enable PHYSICIAN to perform capsule endoscopy services in accordance with recognized community standards in medicine.

4. Reports. PHYSICIAN agrees that the reports provided by ENDOREAD are pre-reads only and do not replace final interpretation and report the PHYSICIAN writes and signs. The final report is the responsibility of the PHYSICIAN.

5. Billing. PHYSICIAN shall bill the patient and/or any applicable third-party payer, including Medicare, Medicaid and private insurers for capsule endoscopy. In billing for capsule endoscopy, PHYSICIAN shall comply with all federal and state laws and regulations regarding such billings. Any liability associated with such billings, including overpayments, fees and penalties, shall be the sole responsibility of PHYSICIAN.

7. Patient Records. PHYSICIAN shall keep and maintain, at his/her expense, all patient specific records as are required to document the capsule endoscopy services provided under this Agreement, under federal and state law, and as are required by any third-party payers to whom PHYSICIAN submits bills. ENDOREAD will maintain pre-read reports on its secure Internet portal for at least thirty (30) calendar days.

8. Confidentiality. PHYSICIAN agrees and shall cause his/her employees, agents, consultants and assistants to keep confidential any and all Confidential Information, as defined below, and shall use such Confidential Information only in the performance of Capsule endoscopy services here under and not for any purpose or in any manner detrimental to ENDOREAD. In particular, but without limiting the generality of the foregoing, PHYSICIAN shall not disclose or reveal Confidential Information or ENDOREAD Materials to other physicians without express written permission from ENDOREAD and shall not disclose or reveal Confidential Information or ENDOREAD Materials to representatives of other designers, manufacturers or distributors of medical devices used in gastrointestinal diagnostics. Documents or other written material, including ENDOREAD Materials, delivered to PHYSICIAN by ENDOREAD for the purposes of this Agreement shall remain at all times, the property of ENDOREAD and shall be returned to ENDOREAD at the termination or expiration of this Agreement unless otherwise requested by ENDOREAD prior to such time.

"Confidential Information" means any information (i) relating to ENDOREAD's past, present or future research, development, business activities, products and technical

knowledge relating to the Capsule endoscopy (including without limitation, ENDOREAD materials and intellectual property), and (ii) that has been identified as confidential by ENDOREAD. Confidential Information shall not include information which is, or becomes, publicly available through no breach by PHYSICIAN of this Agreement.

9. Publication. Should PHYSICIAN wish to publish, exhibit, or lecture ("Publication") on the results of his/her activities hereunder, PHYSICIAN shall notify ENDOREAD at least ninety (90) days in advance of the proposed Publication for purposes of reviewing any intellectual property issues and any issues of confidentiality. PHYSICIAN agrees that he/she will not issue a Publication regarding the results of his/her activities under this Agreement without ENDOREAD's prior, written approval. PHYSICIAN shall retain any and all rights relative to copyright protection for any literature that he/she produces; however, PHYSICIAN hereby grants ENDOREAD the non-exclusive unlimited right to reproduce in whole or in part any such literature for advertising, promotion, education, training, or trade purposes. PHYSICIAN agrees to inform the publisher or any third party reproducing such literature of the right granted to ENDOREAD and agrees to submit to ENDOREAD any document relating to the ownership and the right to reproduce such literature. Any Publication by PHYSICIAN shall be in strict conformance with all applicable laws and regulations, including but not limited to HIPAA patient privacy rules. In accordance with Part A.5 above, ENDOREAD retains the unrestricted right to publish, exhibit or lecture on the results of PHYSICIAN'S activities hereunder.

11. Non-Conflict. PHYSICIAN represents and warrants to ENDOREAD that the execution, delivery and performance of this Agreement will not conflict with or violate the terms of any other agreement or obligation to which he/she is a party or is bound.

12. Medical License. PHYSICIAN represents and warrants to ENDOREAD that he/she is properly licensed to practice medicine in the state where the Capsule endoscopy services were performed and is qualified to perform the Capsule endoscopy services under this Agreement. If PHYSICIAN'S medical license is revoked or suspended, PHYSICIAN shall notify ENDOREAD of such revocation or suspension within forty-eight (48) hours. In the event of any limitation of PHYSICIAN'S license ENDOREAD may terminate this Agreement immediately, under Part C.2, below.

13. Insurance. PHYSICIAN shall maintain, at his/her expense, liability and malpractice insurance coverage in the amount of at least one million dollars (\$1,000,000) per incident and three million dollars (\$3,000,000) in the aggregate. PHYSICIAN shall notify ENDOREAD within three (3) business days if such insurance is modified or cancelled.

14. Sanction and Exclusion. PHYSICIAN represents and warrants that he/she has not been, and during the term of this Agreement shall not be: (i) sanctioned within the meaning of Social Security Act Section 1128A or any amendments thereof; (ii) convicted of violating the federal Stark law, federal False Claims Act, federal Anti-Kickback statute, HIPAA provisions, federal Civil Money Penalties statute, or similar

state laws; or (iii) debarred, excluded or suspended from participation in any federal or state health care program. In addition, Consultant represents and warrants that he/she has not been, and during the term of this Agreement shall not be, debarred or convicted of a crime for which a person can be debarred under 21 U.S.C. § 335a, nor threatened to be debarred or indicted for a crime or otherwise engaged in conduct for which a person can be debarred.

15. Criminal Acts. PHYSICIAN represents and warrants that he/she has not had, and during the term of this Agreement shall not have, a complaint filed against him/her by any enforcement agency, which complaint alleges either felony criminal acts of a violent nature or any crime relating to the practice of medicine.

16. Advertising and Promotion. Regardless of the method of dissemination, all advertising and promotional efforts of the PHYSICIAN pertaining to ENDOREAD'S Capsule endoscopy services shall be consistent with the standard of ENDOREAD Materials provided to PHYSICIAN. PHYSICIAN hereby authorizes ENDOREAD to publicize PHYSICIAN'S status as a Prescribing Physician.

17. Notification. PHYSICIAN shall within three (3) calendar days notify ENDOREAD in the event any representation or warranty by PHYSICIAN set forth in this Agreement shall no longer be true, correct or complete.

Part C. Term and Termination

1. Term. The term of this Agreement shall be for a period of one (1) year,

commencing on the effective date as set forth above, and shall be renewed automatically for successive one (1) year periods unless (i) either party gives notice to the other party at least thirty (30) calendar days prior to the end of the Term (the initial one (1) year term and any extension thereof are referred to herein as the "Term") or (ii) the Agreement is otherwise terminated as provided below.

2. Immediate Termination. Either party may terminate this Agreement immediately by providing written notice to the other party. Termination will become effective upon the non-terminating party's receipt of such notice and shall not affect any obligations incurred prior to termination.

Part D. Miscellaneous

1. Non-Employment. Nothing in this Agreement is intended to create an employer/employee relationship between PHYSICIAN and ENDOREAD.

2. Malpractice. ENDOREAD shall not be in any way responsible for any claim of medical malpractice based on the performance by PHYSICIAN of the ENDOREAD Services. PHYSICIAN shall indemnify, defend and hold harmless ENDOREAD against any liability, damage, loss or expense incurred by, or imposed upon, ENDOREAD in connection with the performance by PHYSICIAN of the ENDOREAD Services.

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3. Limitation of Liability. ENDOREAD assumes no responsibility for and makes no warranty of any kind regarding the quality of final report of the capsule endoscopy exams.

4. Assignability. This Agreement is personal to PHYSICIAN and is not assignable by him/her.

5. Choice of Law. This Agreement is entered into in the State of New York and shall

be construed, governed, interpreted, enforced, and applied in accordance with the laws of the State of New York, exclusive of its choice of law provisions. PHYSICIAN agrees to submit to the jurisdiction, personal and subject matter, of the State and Federal Courts located in New York. If suit is brought that relates to the terms of the Agreement, the prevailing party is entitled to its costs and expenses, including attorneys' fees. If any provision of this Agreement is invalid or unenforceable, the balance of this Agreement shall remain in effect.

6. Strict Performance. The failure of either party to insist on strict performance of any provision of this Agreement shall not be deemed a waiver of any rights of such party hereunder.

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7. Modification. This Agreement may not be modified or amended in any way except in writing signed by both parties.