MetriTrack

Research Agreement

-This Research Agreement (the "Agreement") is by and between Metritrack, Inc. ("Sponsor") with a place of business at 4415 W. Harrison St., Suite 230, Hillside, IL, 60162, and _____ ("Institution"), with a place of business at _____.

BACKGROUND

WHEREAS, Sponsor is evaluating BVN G-1000 (the "Trial Device") for use in subjects with small breast lesions (the "Trial Indication").

WHEREAS, Sponsor wishes to engage Institution to conduct a clinical research study to study the research hypotheses and evaluate the Trial Device, and Institution wishes to conduct such a trial (the "Trial") in accordance with the Protocol entitled Evaluation of the Effect of Body Position and Probe Position on the Localization of Breast Mass in Free-Hand Breast Ultrasound Examination, as may be amended from time to time (the "Protocol"), which is incorporated herein by reference as part of this Agreement. This agreement can be used with a different research protocol, under same terms, when agreed in writing by both parties.

WHEREAS, Institution and Sponsor have agreed that _____ ("Investigator") will conduct the Trial on Institution's behalf.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which each party hereby acknowledges, Sponsor and Institution, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

1.1 Data Collection Form ("DCF")

Report in a format prepared by Sponsor and completed by Institution documenting the administration of all Trial procedures, in accordance with the Protocol, to each of the Trial Subjects. All DCFs shall be Sponsor's property.

1.2 Effective Date

The date this Agreement becomes effective, per the terms of Section 15.12.

1.3 Equipment

The Trial Device and other equipment Sponsor provides to Institution for the conduct of the Trial. Unless stated otherwise in writing by Sponsor, Equipment is the sole property of Sponsor. Site will use Equipment only for the Study or such other purposes as Sponsor may approve in writing.

1.4 FDA

The Food and Drug Administration of the United States Department of Health and

Human Services.

1.5 Informed Consent Form ("ICF")

The form prepared by Institution in conformance with the Regulations, in consultation with Sponsor and the IRB, approved by the IRB and signed by all Trial Subjects before commencing participation in the Trial.

1.6 IRB

The board, committee or other group (either Institutional Review Board or Ethics Committee) formally instituted to review and approve the initiation of, and conduct periodic review of research involving human subjects.

1.7 Regulations

All applicable laws, rules and regulations and necessary medical and ethical guidelines (including but not limited to good clinical practice standards) governing the conduct of the Trial and this Agreement, including without limitation, the laws, rules and regulations for protecting the rights, safety and welfare of human subjects and for the control of medical devices under investigation as issued by the FDA.

1.8 Regulatory Authority

Any governmental agency having authority under applicable law to regulate, and/or apply Regulations to the conduct of clinical trials and all ancillary matters related thereto.

1.9 Serious Adverse Event

The term "Serious Adverse Event" shall have the meaning set forth in the Protocol.

1.10 Site

Any location or locations where, in accordance with this Agreement, Institution conducts the Trial.

1.11 Trial Subject

Any qualified participant who meets all of the inclusion criteria and none of the exclusion criteria set forth in the Protocol and has signed a valid approved ICF.

2. CONDUCT OF TRIAL

2.1 Protocol Adherence

a. The Investigator shall ensure that the Trial is conducted at the Site identified in the Protocol and in strict compliance with the Protocol and the Regulations, including but not limited to all applicable laws,

rules, regulations and guidelines governing patient confidentiality and privacy.

b. The Protocol shall be considered final following approval by the Institution, Sponsor and the designated IRB. The Protocol may only be amended by Sponsor in agreement with the Institution, and will be subject to subsequent IRB review if requested by the Institution.

In the course of conducting the Trial, if generally accepted standards of clinical research and medical practice relating to the benefit, well-being and safety of subjects require a deviation from the Protocol, such standards will be followed in accordance with applicable law and/or IRB regulations.

Institution shall notify Sponsor and the IRB of the facts supporting major deviation(s) from the Protocol and provide notice of the deviation to Sponsor and the IRB within ten (10) days of the occurence.

2.2 Safety Related Event Reporting

Institution shall immediately, but no later than ten (10) days after the event comes to the knowledge of Institution, report all Serious Adverse Events to Sponsor and the IRB.

2.3 Clinical Trial Records

a. Preparation and Maintenance of Clinical Trial Records

Institution shall prepare and maintain the necessary clinical trial records as required by Sponsor and any applicable Regulations ("Clinical Trial Records"). Certain medical records including images without patient's identity or other records will be shared with the Sponsor for the purpose of data processing, as described in the Protocol.

b. Retention of Clinical Trial Records

Institution shall retain the necessary Clinical Trial Records for a period of five (5) years following completion of the Trial. Upon the expiration of the retention period, Institution shall notify Sponsor prior to destroying the Clinical Trial Records and agrees to permit Sponsor to ensure that the Clinical Trial Records are retained for a longer period, if necessary, at Sponsor's expense.

c. Sponsor and Regulatory Authority Access

Institution agrees to permit Sponsor and/or any Regulatory Authority to have on-site access to any information relating to the Trial upon reasonable prior notice and at mutually agreed upon times during

normal business hours or as otherwise required by Regulations.

d. Replacement Investigator

Should the Investigator terminate his or her affiliation with Institution before this period has expired, Institution shall nominate another person in writing to Sponsor to be responsible for maintenance of the Clinical Trial Records. Sponsor shall have the right to approve or deny the nominated replacement person.

2.4 Trial Subjects

Institution shall ensure that:

a. Only qualified Trial Subjects shall be permitted in the Trial.

b. Consent from all Trial Subjects using the most recent ICF shall be obtained before enrolling them in the Trial.

2.5 Data Collection Forms

a. Institution shall complete DCFs provided by Sponsor promptly and accurately. Institution shall give these forms and make available any source documents related to the Trial to representatives of Sponsor at periodic monitoring visits or otherwise upon request. Sponsor monitoring visits will occur as necessary. Institution shall assist Sponsor in resolving all queries, discrepancies, errors or missing information in DCFs. Institution shall assist Sponsor in conducting audits of original case records, laboratory reports, and/or raw data sources underlying data recorded in the DCFs. Such audits shall be conducted with due regard for patient confidentiality.

3. PERSONNEL, FACILITIES AND RESOURCES

3.1 Institution agrees to provide all reasonable personnel, facilities and resources, as required to accomplish its responsibilities under this Agreement and the Protocol. All personnel of Institution shall, promptly after the Effective Date and before commencing their duties in conducting the Trial, receive the Sponsor-mandated training relevant to their duties.

3.2 Sponsor shall provide at no cost to Institution the Trial Device, and any other equipment and materials required for the Trial, as set forth in the Protocol.

3.3 Institution shall arrange for the availability of Trial coordinators qualified by training and/or experience to manage all administrative functions at the Site (including, but not limited to, meeting with Sponsor representatives at regular intervals). Should a Trial coordinator not be available at the Site, Investigator shall assume these responsibilities.

3.4

Institution will: provide a specific location for delivery of equipment and also provide necessary personnel for the receiving of equipment, assure compatibility with ultrasound machine and space for use during the installation, obtain and provide the necessary documents for Seller's transportation of the equipment, including the Customs documents to ensure the timely delivery by the deadline, ensure obtaining and maintaining the favorable advice of the Ethics Committee to use the equipment, ensure that all activities to be conducted for investigational research obtain a favorable approval from the Ethics Committee and / or the relevant regulatory approvals., comply with all relevant EU laws, if any, direct or direct effect and all applicable laws and statutes of the country in which it will carry out a clinical investigation, including, but not limited to the Helsinki Declaration adopted at 18- World Medical Assembly in 1964, as last amended by the World Medical Assembly. .

4. Investigator is essential to the Trial being conducted under this Agreement and shall oversee the entire Trial. In his or her temporary absence, Investigator may delegate others to assist in the conduct of the Trial and shall designate a qualified covestigator.
CERTAIN COVENANTS OF THE PARTIES

4.1 No Other Obligations; Conflict of Interest

Institution represents and warrants that it has no obligations, contractual or otherwise, or conflicts of interest, that would prevent it or Investigator (including sub-Investigators) from entering into this Agreement or that would interfere with the performance of its or their obligations hereunder. During the term of this Agreement, Institution shall not enter into any agreement that would materially impair its ability to complete the Trial in a timely fashion. Institution and Investigator will promptly notify Sponsor if any conflict of interest arises during the term of this Agreement.

4.2 Financial Disclosure

Institution shall complete and return to Sponsor in a timely manner, financial certification or disclosure forms, as applicable, provided to Institution by Sponsor. Institution shall also complete and return to Sponsor all disclosure updates, as so instructed by Sponsor, for the duration of the Trial, and for one year thereafter.

Institution shall ensure that all co-investigators shall complete and return all financial certification/disclosure forms as described in this Section.

4.3 Debarment Certification

Institution represents, warrants and agrees that no individual shall provide services on behalf of Institution in connection with the Trial if that individual is (i) debarred under the provisions of the Generic Drug Enforcement Act of 1992, 21 U. S. C. § 335(a) or any similar law or regulation of any other jurisdiction, (ii) excluded by the Office of Inspector General pursuant to 42 U.S.C. § 1320a-7, et seq. or any state agency from participation in any federal or state health care program, or (iii) disqualified or restricted under the provisions of 21 C.F.R. § 312.70 or any other similar regulation of any other jurisdiction. Institution shall promptly notify Sponsor of any action or investigation with respect to debarment, exclusion or disqualification against Institution or any individual or entity providing services on behalf of Institution in connection with the Trial.

5. TRIAL DEVICE

5.1 Accountability

a. Receipt of Trial Device

Institution shall verify receipt of the Trial Device by signing the appropriate documentation provided by Sponsor or designated supplier.

b. Administration of Trial Device

Investigator or authorized designee shall document the administration or use of the Trial Device to or with Trial Subjects in the appropriate sections of the DCF.

Investigator or an authorized designee shall administer or use the Trial Device to or with Trial Subjects only in accordance with the Protocol.

c. Return of Trial Device

Institution shall return at Sponsor's expense the Trial Device and other Equipment upon completion of the Trial or at such other times as Sponsor may direct.

6. INSPECTIONS AND MONITORING

6.1 Site Inspections

a. Institution shall, on reasonable prior notice and at mutually agreed upon times during normal business hours, permit authorized personnel of Sponsor to inspect the facilities Institution will use, or are using,

for the Trial.

b. Institution shall notify Sponsor promptly of any FDA or other regulatory body requests to inspect Institution's research records concerning the Trial. If the inspection occurs, Institution shall provide Sponsor with copies of all materials, correspondence, statements, forms and records that Institution receives.

6.2 Monitoring

a. Institution shall allow authorized personnel of Sponsor to monitor the Trial, the Clinical Trial Records and any other records required by the Regulations at mutually agreed upon times during normal business hours.

b. Any inspection by Sponsor of source documents shall be performed with due regard for patient confidentiality. The parties agree to hold in confidence all Trial Subject's identifiers in accordance with all applicable Regulations.

7. PUBLICATION

7.1 Institution shall have publication privileges subject to the provisions of section 7.2 below and provided that such presentation (including but not limited to posters and other written or oral presentations), manuscript and/or abstract does not disclose Confidential Information as described in Section 8 hereof (although Trial results may be disclosed in a publication that complies with the terms of this Section 7), and provided that such presentation, manuscript and/or abstract is submitted to Sponsor for review and comment sixty (60) days prior to submission for publication, unless otherwise agreed by both parties. This provision does not imply Sponsor's right of presentation, manuscript and/or abstract approval; however, if in Sponsor's judgment, publication at a given time would help or hinder Sponsor's development of the Trial Device, Institution shall make a reasonable effort to modify the publication schedules accordingly. Institution further agrees to defer such presentation, manuscript and/or abstract at the request of Sponsor, to permit the filing of any desired patent applications by Sponsor. Sponsor shall also have the right to publish with respect to the Trial.

7.2 If both Institution and Sponsor wish to publish with respect to the Trial, they shall make reasonable efforts to coordinate their presentations, manuscripts and/or abstracts and agree to discuss and consider the possibility of joint publication(s). Failure to coordinate such publications shall not impair either party's right consistent with the terms of this Section 7. In all presentations and publications by Institution, it shall provide a customary acknowledgement of the role of Sponsor's funding and equipment in enabling the Trial.

8. CONFIDENTIAL INFORMATION

8.1 Institution agrees that the Protocol, investigator brochure, completed DCFs and laboratory reports, Trial data, results, and any and all information and/or data (regardless of form, format or medium of expression) that is disclosed to the Institution by Sponsor or generated by Institution that relates to the conduct of the Trial (including, without limitation, all Investigator's reports) or to the Trial Device (collectively "Confidential Information") shall be the property of Sponsor and Investigator and shall not be disclosed by Institution or Sponsor to any third party, except as described below, or be used for any purpose other than the performance of this Agreement during the term of this Agreement and for a period of five (5) years following termination of the conduct of the Trial at Institution or Sponsor; provided, however, that Trial results published by Institution under the terms of Section 7 shall not be subject to the prohibitions on disclosure set forth in this Section 8.1. Disclosure to third parties can be performed with the written agreement of Institution and Sponsor and should not be unreasonably withheld, unless it could be potentially harmful to the other party.

8.2 Institution agrees not to reveal, or cause to be revealed or disclosed, such Confidential Information to third parties, other than those employees and/or permitted contractors with a need to know, e.g., physicians, nurses or employees directly involved in conducting the Trial who are obligated to restrictions on disclosure and use with respect to the Confidential Information no less restrictive than those applicable to Institution; and shall safeguard the Confidential Information with the degree of care normally afforded their own Confidential Information and, in any event, no less than reasonable care.

8.3 Subject to the confidentiality provisions of this Section 8 and the other provisions of this Agreement, Institution shall be permitted to use the data generated at its location for patient care and internal, non-commercial research purposes. The obligations of nondisclosure do not apply:

a. Confidential Information that is or becomes publicly available through no fault of Institution.
b. With respect to Confidential Information received from Sponsor, if Institution knew the Confidential Information before receipt from Sponsor, as evidenced by its written records.
c. If the Confidential Information is lawfully received from a third party that has a right to make such disclosure and who did not obtain such information violating Sponsor's rights or under an obligation of confidentiality to Sponsor.

8.4 Institution may disclose Confidential Information if required to so disclose by law, whether under an order of a court, government tribunal or other legal process, provided that prompt written notice of such requirement is provided to

Sponsor to enable Sponsor to seek a protective court order to prevent or limit such disclosure and the Institution cooperates with Sponsor to limit the extent of such disclosure.

9. INTELLECTUAL PROPERTY

9.1 This Agreement does not transfer to any party any patent right, copyright or other proprietary right which the given party owns as of the Effective Date, except as specifically set forth herein.

9.2 Inventions, whether or not patentable, developments, know-how, data, improvements, writings and other works of authorship (excluding Trial Subject medical records and similar source documents), whether or not copyrightable, and/or all other intellectual property relating to the Trial Device or otherwise arising from the Trial, (collectively, "Works"), shall, without further remuneration for Institution, be the property of Sponsor, and all right, title and interest therein (including, without limitation, all intellectual property rights therein) are hereby assigned to Sponsor.

9.3 Institution shall ensure that all individuals working on the Trial, including the Investigator, have assigned to the Institution or have a legal obligation to the Institution to assign all their rights in or to any Works.

10. TERMINATION

10.1 Unless earlier terminated in accordance with the provisions of this Agreement, the terms of this Agreement shall commence on the Effective Date and shall continue in force until the Trial has been completed, and all DCFs, and any other pertinent Trial-related documents have been received by and completed to the reasonable satisfaction of Sponsor.

10.2 By Institution

a. Institution may terminate the Agreement at any time, upon written notice if in Institution's reasonable discretion termination is required to protect patient safety.

b. This Agreement may be terminated by the Institution upon thirty (30) days' prior written notice, for material breach of this Agreement, if Sponsor does not cure such breach within thirty (30) days of its being notified of such breach.

10.3 By Sponsor

a. Sponsor may immediately terminate the Agreement prior to completion of the Trial by providing written notice for any of the following reasons:

(1) Determination by Sponsor that business or scientific considerations

require termination.

b. Sponsor may terminate this Agreement upon thirty (30) days' prior written notice for any reason.

11. PRIVACY LAWS

Institution represents, warrants and covenants that it will respect and abide by all Regulations governing the privacy, security, and disclosure of health information and other personal information or records obtained and reviewed in the course of providing services to Sponsor (including, but not limited to, electronic transaction sets, medical code sets, provider identifier, employer identifier and patient identifier) and shall permit access to such information or records only as authorized by such Regulations In no event will Institution provide, or be required by Sponsor to provide, any patient-specific information to Sponsor, except as authorized by the Privacy Laws or an authorization valid under the Privacy Laws and signed by the Trial Subject. The parties agree to amend this Agreement as necessary to comply with the Privacy Laws or changes in the Privacy Laws. INDEMNIFICATION AND SUBJECT INJURY

12.1 Indemnification

Sponsor agrees to indemnify, defend, and hold harmless Institution and its trustees, directors, IRB, affiliates, officers, employees, physicians and agents, including Principal Investigator and Co-Investigators (the "Indemnitees") from and against any and all third-party actions, claims, lawsuits, or proceedings that may be brought or instituted against one or more Indemnitees (each a "Claim") and all resulting damages, liabilities, costs and expenses (including reasonable attorneys' fees) incurred by Indemnitees (collectively, the "Losses") by reason of personal injury, illness or death to a Trial Subject directly caused by the administration or use of the Trial Device being investigated pursuant to the Trial.

However, any Claim involving any of the following acts (or failures to act) by an Indemnitee are excluded from this indemnity: (i) failure to adhere to the terms of the Protocol or Sponsor's written instructions relative to the administration or use of the Trial Device; (ii) failure to adhere to the terms of this Agreement; (iii) failure to comply with any applicable Regulations; and/or (iv) negligence, recklessness or willful misconduct.

In the event any Claim is made, and as a condition precedent to the foregoing indemnification, the Indemnitees (i) shall notify Sponsor in writing within five (5) days after notice of such Claims are received by such Indemnitee; provided, that the failure to so notify Sponsor will not relieve Sponsor from its obligations hereunder but will reduce such obligations by the amount of damages or increased costs and expenses attributable to such delay or failure to give notice of such Claim, (ii) shall cooperate fully with Sponsor in the investigation and defense of such Claim, including, but not limited to, affording Sponsor complete access to all relevant records, and providing testimony and

evidence in connection therewith, and (iii) shall permit Sponsor and/or its insurance carrier, subject to the limitation set forth below, to defend and settle any such Claim in its sole discretion; provided, that Sponsor shall not enter into any settlement which requires an admission of fault by an Indemnitee without that Indemnitee's consent.

12.2 Subject Injury

To the extent a Trial Subject experiences an injury that is directly caused by administration or use of the Trial Device in accordance with the Protocol (a "Subject Injury"), and Institution provides necessary and appropriate care to Trial Subject for such Subject Injury, the Institution agrees to make a commercially reasonable effort to bill the Trial Subject's insurer, government health provider, or other third party, as applicable, for the costs associated with such care. Solely to the extent these properly submitted costs are not covered by the Trial Subject's insurer, government health provider, or other third party, the Sponsor will pay the reasonable expenses for injuries that result directly from administration of the Trial Device, as long as the injury is not attributable to:

(i) the negligence or reckless or intentional misconduct of, or violation of any Regulations by any Indemnitee or Trial Subject; or
(ii) the failure of any Indemnitee or Trial Subject to adhere to the terms of the Protocol and any other information, instructions or warnings provided by or on behalf of Sponsor or its contractors.

12. INSURANCE

12.1 By Institution.

During the performance of the Trial under this Agreement, Institution shall maintain medical professional liability insurance with limits in accordance with local standards for each medical professional involved in the Trial, or require that Investigator and each medical professional maintain such insurance.

13. COMPENSATION

Institution shall bear only the salary costs of its own employees committeed in the Trial. All other costs associated with the Trial will be beared by Sponsor, such as for example and without claiming to be complete, ordinary and extraordinary maintainance of the equipment, shipping and delivery of the equipment to the premises of the Institution, *et coetera*. Moreover Sponsor agrees to provide support to Institution for Trial by providing one BVN G-1000 unit and disposable parts, installation, technical support and training at no cost to the Institution.

13.1 Budget Non-Disclosure

Institution shall treat all budget information as confidential information of Sponsor and will discuss with or otherwise disclose such information to Sponsor exclusively, except as required by law.

14. GENERAL PROVISIONS

14.1 Assignment

Institution may not assign its rights and/or delegate its obligations under this Agreement without the prior written consent of Sponsor, which consent shall not be unreasonably withheld. Sponsor shall have the right and power to assign this Agreement to its successor and assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and permitted assigns.

14.2 Waiver

A waiver by any party of any term or condition of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for any similar instance in the future or any subsequent breach hereof. All rights, remedies, undertakings, obligations and agreements contained in this Agreement are cumulative and none of them shall be a limitation of any other remedy, right, obligation or agreement.

14.3 Notices

Notices under this Agreement shall be in writing and considered sufficient if delivered personally, sent by certified or registered mail with return receipt, sent by recognized overnight courier service, or by email (with written acknowledgement of receipt), addressed as follows:

a. If to Sponsor

Metritrack, Inc.
4415 W Harrison St. Suite 230
Hillside, IL, 60162
Attn: Mirela Wohlford – Director of Quality Assurance and Regulatory Compliance
Email: mirela@metritrack.com

b. If to Institution

14.4 Severability

The invalidity or unenforceability of any provision of this Agreement shall in no way affect enforcement of any other provision of this Agreement.

14.5 Relationship of Parties

Nothing herein shall be construed as creating any association, partnership, joint venture or the relationship of principal and agent between the parties, it being understood that Sponsor and Institution are independent contractors, and Sponsor has no the authority to bind Institution or its representatives in any way, and Institution has no authority to bind Sponsor or its representatives in any way.

14.6 Governing Law

This Agreement, and all disputes and/or claims arising under this Agreement, shall be interpreted and governed by the laws of the State of Italy, without regard to conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the Court of Messina located in Messina,(Italy) and waive any objection to the same on the basis of *forum non conveniens* or otherwise.

14.7 Entire Agreement

This Agreement, including any exhibits or attachments, constitutes the entire Agreement and understanding between the parties as to the subject matter of this Agreement and supersedes all agreements, documents, verbal consents and/or understandings made between Sponsor and Institution with respect to such subject matter. In the event of inconsistency between this Agreement and any Protocol, the terms of this Agreement shall govern. None of the terms of this Agreement may be amended or modified except in writing signed by the authorized representatives of the parties hereto.

14.8 Counterparts; Electronic Signatures

a. This Agreement shall become binding when any one or more counterparts, individually or taken together, shall bear the signatures of each party to this Agreement.
b. This Agreement may be executed in any number of counterparts, each of which shall be an original for the party whose signature appears thereon, but all of which together shall constitute a fully signed Agreement.
c. Facsimile or electronic signatures will be considered binding for all purposes.

14.9 Survival

The following sections shall survive expiration or termination of this Agreement for any reason: 1 (Definitions), 2.3 (Clinical Trial Records), 4.2 (Financial Disclosure), 4.3 (Debarment Certification), 5.1c (Return of Trial Device), 7 (Publication), 8 (Confidential Information), 9 (Intellectual Property), (Obligations after Termination), (Privacy Laws), (Indemnification and Subject Injury), (Insurance), 134 (Compensation), and 145 (General Provisions).

14.10 Injunctive Relief; Remedies. Institution acknowledged that the injury that would

be suffered by Sponsor as a result of a breach of the provisions of Sections 7, 8 and/or 9 of this Agreement would be irreparable and that an award of monetary damages for such a breach would be an inadequate remedy. Consequently, Sponsor has the right, in addition to any other rights it may have, to obtain injunctive relief to restrain any breach or threatened breach or otherwise to specifically enforce any provisions of this Agreement, and Sponsor will not be obligated to post bond or other security in seeking such relief. The rights and remedies of the parties to this Agreement are cumulative and not alternative.

14.11 Background

The recitals of the Background section on the first page are incorporated by reference and are hereby made a part of this Agreement.

14.12 Effective Date

This Agreement shall become effective when signed by both parties. The "Effective Date" shall be the date signed by the later of the two parties to execute this Agreement, as set forth on the signature page below.

(The Rest of this Page Intentionally Left Blank)

(The Next Page is the Signature Page)

MetriTrack

Research Agreement

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

METRITRACK, INC.

By: _____ Date: _____

Name: Calin Caluser, M.D.

Title: President/CEO

INSTITUTION

By: _____ Date: _____

Name: _____

Title: _____

READ AND UNDERSTOOD:

INVESTIGATOR

_____ Date: _____

MetriTrack

Research Agreement