

ARTICLE I. GENERAL USE POLICY

Section 1.01 Introductory considerations

WE WELCOME YOU TO THE LIFETECH RESEARCH™, INC.(LTR) WEBSITE. PLEASE REVIEW THIS AGREEMENT, AS YOUR USE OF THE LTR WEBSITE AND/OR REPORTS IS CONTINGENT UPON ACCEPTANCE, WHICH WILL BE INDICATED BY CLICKING ON THE "I ACCEPT" BOX BELOW. FURTHER, YOU CANNOT PURCHASE COPIES OF THE LTR REPORTS WITHOUT CLICKING ON THE "I ACCEPT" BOX. YOU HERBY ACKNOWLEDGE AND AGREE THAT CLICKING "I ACCEPT" CONSTITUTES YOUR UNCONDITIONAL AGREEMENT TO FOLLOW AND BE BOUND BY THIS AGREEMENT, AS MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME BY LTR, IN ACCORDANCE WITH THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT YOU ARE NOT PERMITTED TO USE OR ACCESS THE LTR WEBSITE OR ANY REPORTS.

YOU HAVE THE RIGHT TO RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS, WHICH ALONG WITH ANY DOCUMENTS IT REFERENCES, REPRESENTS THE ENTIRE UNDERSTANDING BETWEEN YOU, THE USER AND LTR. EXCEPT WITH RESPECT TO ANY CURRENT SUBSCRIPTION AGREEMENT, IT SUPERSEDES ANY PRIOR STATEMENTS, AGREEMENTS OR REPRESENTATIONS BY OR BETWEEN EITHER YOU OR LTR (PROVIDED, WITH RESPECT TO SUCH SUBSCRIPTION AGREEMENTS, WHERE THERE IS ANY INCONSISTENCY BETWEEN THAT AGREEMENT AND THIS AGREEMENT, THIS AGREEMENT SHALL CONTROL TO THE EXTENT OF ANY INCONSISTENCY). HEADINGS USED IN THIS AGREEMENT ARE FOR REFERENCE ONLY AND DO NOT AFFECT THE MEANING OF ANY TERMS. LTR MAY AMEND, SUPPLEMENT, OR TERMINATE THIS AGREEMENT FROM TIME TO TIME IN ACCORDANCE WITH ITS TERMS.

Section 1.02 Relevant definitions

The following terminology used throughout this document is defined as follows and includes the singular or plural versions of the defined term:

- a) Account: Account Information and the record of transactions linked to a purchase, a series of purchases, or the intent to purchase products or services through the Report Store™. When purchases by a User are 'pre-approved' for payment on invoice, the Account is referred to as a "Pre-Approved Account". Otherwise, the User makes a purchase via credit card through a "Credit Card Account." Collectively, both Pre-Approved Accounts and Credit Card Accounts are Accounts.
- b) Account Information: Information linked to a specific User or Account and provided by the User via the LTR Website, usually in the context of applying for a Pre-Approved Account or making a credit card purchase through the LTR Website. Other personally identifiable communications are also considered as Account Information.
- c) Agreement: The Terms of this document in its entirety.
- d) Application: The process of applying for an Account by submitting the relevant completed forms to LTR. These are available within the Report Store™.
- e) Liabilities: Any and all claims, threats, actions, proceedings, trials, procedures, hearings, liability, losses, damage, injuries, fees, penalties, cost or expense, including, without limitation, reasonable attorneys' fees.
- f) Content: All content, materials, matter, intellectual property (including, without limitation, patents, trademarks, copyrights and/or applications for any of the foregoing), ideas, images, illustrations, graphs, designs, logos, information, data and/or other items found on or contained within the LTR Website or a specified portion of the LTR Website including, without limitation, Reports and the Report Store™ as well as any improvements, enhancements, modifications, adaptations, translations, transformations or derivative works related to, associated with or arising from any or all of the foregoing.
- g) Law: Any or all laws, rules, regulations, guidelines, ordinances, polices and/or procedures of the applicable jurisdiction.
- h) LTR (Also "We," "Us," "Our," "Company"): LifeTech Research™ Inc. including, without limitation, its subsidiaries, agents, contractors and other third-parties acting on LifeTech Research™, Inc's behalf.
- i) LTR Website: The LTR website located at www.lifetechresearch.com, including the Report Store™, and any LTR linked social network accounts.
- j) Password: The string of letters, characters and numerals used by a User to access the User's Account and associated Account Information.
- k) Purchaser: A User acquiring a product or service via the LTR Website. This is understood not only to be the primary contact on a Pre-Approved Account and/or the one holding the credit card used for a purchase, but also includes any Employer on whose behalf an individual acts
- l) Report: A proprietary review and report prepared and owned by LTR, a copy of which is available for purchase via subscription service or through the Report Store™
- m) Report Store™: The repository for Reports available for purchase on-line by Users.

LIFETECH RESEARCH™ INC TERMS OF USE: APRIL 10, 2010

- n) Submission: Any information, comments, commentary, document, materials, data, illustrations, graphs, designs or any other item(s) submitted to LTR by a User.
- o) Terms: Conditions, requirements, rights and regulations set forth in this Agreement.
- p) User (also "you," "your"): Any individual entering the LTR website, extending to include that individual's Employer if the User is acting on behalf of that Employer. As it relates to an Account, User is understood to mean the individual and his/her Employer, or in the case of a credit card purchase, the individual and/or corporate entity in whose name the credit card account is held. User is the person with whom this Agreement is made.
- q) User's Employer: The entity on whose behalf a User uses the LTR Website, whether the User is linked to that entity by an employment or by a contractual relationship. This definition excludes subsidiary, peer, or parent organizations to the immediate entity.

Section 1.03. General Overview of the LTR Website

LTR provides the LTR Website to:

a) Inform Users regarding LTR presence and capabilities

The LTR Website exists to inform Users about LTR, including its goals and vision, management, function, capabilities, products and services.

b) Allow purchase of certain products and services

The LTR Website provides access to and the sale of copies of the Reports through its Report Store™. The purchase of copies of the Reports are subject to the terms stipulated in Article II of this document (Product Policy). The LTR Website also provides access information and access to other LTR products and services as offered by LTR.

c) Facilitate User Submissions

The LTR Website allows Users to communicate with LTR and/or transmit Submissions to LTR.

d) Allow limited use of Content for internal business purposes

Subject to the other Terms set forth in this Agreement including, without limitation, LTR's right to terminate the license granted to User hereunder in accordance with LTR's rights as set forth in **Section 1.04(d)**, LTR grants the User a nonexclusive, perpetual (subject to termination for non-compliance), non-transferable, limited, fully-paid license to download one (1) copy of the Content (not including any Reports) solely for the User's own internal business purposes, provided that any such copy contain does not remove, blur, hide, obscure or in any way change, alter or modify any or all rights, restrictions and/or proprietary notices including, without limitation, LTR copyright and ownership notices. Without limiting the obligations set forth in this Agreement, the Content may not be provided to any third party unless acting as User's agent or employee, and provided such third party has a need to be provided with the Content as part of the User's permitted use and has agreed, in writing, to terms at least as restrictive as those provided herein with respect to the Content; further provided that User remains primarily and directly liable for any such third party permitted uses.

The restrictions described in the preceding paragraph also apply to the content of Reports, but as further governed by the terms set forward in Article III, specifically as it relates to the copy and distribution rights associated with purchase of a Single or Multi-User license. Further, no title shall pass to User with respect to any Report. The license to the User hereunder is subject to payment in full for such Report.

LTR reserves all rights, title and interest in, to and under the LTR Website including, without limitation, the Reports and all Content, not otherwise expressly granted in this Agreement. In no event shall LTR be precluded from developing for itself, or for others, materials which are competitive with, or similar to, the LTR Website including, without limitation, the Reports and/or all Content. The foregoing is subject to and in accordance with other Agreement Terms.

Section 1.04. Restrictions on use

a) The LTR Website is intended solely for use by United States residents

Information contained within the LTR Website is intended solely for use by entities and/or persons with a principle place of business or residing, respectively, in the United States. In addition to the other disclaimers and limitations of liability set forth herein, LTR makes no representations or warranties that the information, Content or services contained within it is appropriate for use or access in other locations. Any User accessing the LTR Website from other locations does so on his/her/its own risk and is responsible for compliance with all applicable United States Laws, rules, regulations, guidelines, ordinances, polices and/or procedures.

Additionally, the U.S. export control laws regulate the export and reexport of technology originating in the United States. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals. User is hereby liable for and hereby agrees to abide by these laws and their regulations -- including but not limited to the Export Administration Act and the Arms Export Control Act -- and not to transfer, by electronic transmission or otherwise, any Content derived from the LTR Website to either a foreign national or a foreign destination in violation of such laws and regulations.

b) The LTR Website may not be used for unlawful purposes

User agrees to use the LTR Website only for lawful purposes. Specifically, the User is prohibited from transmitting any unlawful, harmful, threatening, abusive, harassing, defamatory, or otherwise objectionable material of any kind through the LTR Website. This includes, but is not limited to material that encourages criminal conduct, gives rise to civil liability, or otherwise violates any applicable local, state, national, or international law. Users may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of User Submission.

LTR reserves the right (but not the obligation) to remove or edit any Submission, but does not have an obligation to do so and does not regularly review Submissions. LTR may prohibit or restrict User access, conduct or User Submissions that LTR deems in its sole discretion to be harmful to Users, to LTR or the LTR Website, or any third party; or that violate any applicable Laws. Notwithstanding the foregoing, LTR cannot ensure prompt removal of questionable Submissions and disclaims all liability related to such Submissions in accordance with Section 1.07

Certain other actions relative to the LTR website are illegal and may be prosecuted. These include the knowing introduction of spyware or malware (viruses, trojans, etc); efforts to prevent function of the site (by denial of service attacks using automated, high volume electronic technology, or other means); and downloading of Account Information or other data protected by Privacy or Intellectual Property considerations as outlined elsewhere in this Agreement. This includes use of any robot, spider, data miner, virus, scraper or other automated means to access the LTR Website, its systems or any portion thereof for any purpose;

c) License Restrictions

User hereby acknowledges and agrees that the license granted pursuant to this Agreement expressly prohibits the following acts except with LTR's express written prior consent, which LTR may withhold in its sole discretion. User hereby further agrees that neither it nor any third party under its control shall directly, indirectly or through or in conjunction with a third party take any of the following actions.

- i. Use of any portion of the LTR Website Content for any purpose not expressly authorized pursuant to this Agreement including, without limitation, commercial purposes, financial, investment tax and/or legal advice to third parties, service bureau, sublicense or any other similar actions not expressly authorized. Further, User shall not use graphics, logos, service marks, and trademarks of LTR, the LTR Website and its licensors used on the LTR Website without LTR's prior written consent, which LTR shall have the right to withhold at its sole discretion. Without limiting the generality of the foregoing, User shall not use LTR's Content including, without limitation, copyrights, trademarks, domain names or trade dress in connection with a or any product(s) or service(s) that is not LTR's, or in a manner that: (a) may cause confusion among Users or for any third party (including, without limitation, meta tags or hidden text of another website), (b) may disparage or discredit LTR, (c) suggests any affiliation, association with or otherwise palms off LTR's goodwill, or (d) suggests, implies or makes any statement regarding LTR support, approval, advice, instruction, or in any manner guidance.
- ii. Further, User shall not modify, remove, delete, augment, add to, publish, transmit, translate, transform, transfer or sell, create derivative works from, or in any way exploit any of the Content of the LTR Website, in whole or in part except as expressly allowed pursuant to this Agreement. Also except as expressly provided for pursuant to this Agreement, User shall not upload, post, reproduce, copy, compile, repackage, disseminate, use distribute or otherwise display in any way any or all of the Content.
- iii. User shall not bypass or attempt to bypass any measure LTR uses to prevent or restrict LTR Website access.
- iv. User shall not frame or enclose any trademark copyright, logo, or other proprietary information (including images, text, data, page layout, or form) of the LTR Website;

d) LTR reserves the right to terminate this Agreement

LTR has the right to terminate the term of this Agreement for any or all breaches of the Agreement Terms including without limitation any breach arising from any Submission, the purchase and use of any product or service from the LTR Website, and/or the use or misuse of User's Password. LTR shall have the right to terminate the term of this Agreement immediately and without notice to User upon LTR's knowledge of any breach ("Effective Date of Termination").

LTR may issue a warning, temporarily suspend, indefinitely suspend or terminate immediately any User's or Users' right to use or access all or any part of the LTR Website for such breach. Further, LTR can take any of the foregoing actions without notice and for any breach or, in LTR's sole discretion, LTR's belief that User access and/or action would violate any applicable law or would be harmful to the interests of, or potentially cause financial loss or legal liability to LTR, the User or another party.

Upon termination of the term of this Agreement, except as otherwise expressly provided herein, all rights granted to User under this Agreement will cease immediately, and User agrees that he/she will immediately discontinue use of the LTR Website; and as applicable, pay any amounts owed to LTR in full within thirty (30) days from the date of such Effective Date of Termination. Notwithstanding anything to the contrary contained herein, the provisions of **Sections** 1.02, 1.04, 1.05(c) and (e), 1.06-1.14, 2.02, 2.03, 2.05, 3.02 shall survive any expiration or termination of the term of this Agreement; provided, however, **Section 1.03(d)** remains subject to LTR's right to terminate and revoke the license rights granted therein for (a) any breach by User of any term of this Agreement where such breach occurred at any time during the term of this Agreement or (b) any breach by User of any of its obligation(s) in effect on or after the Effective Date of Termination pursuant to the terms of this Agreement.

Section 1.05. Intellectual property rights applicable to LTR Website Content

a) User grants LTR rights to use materials submitted to LTR by User (Submissions)

When submitting materials or information via the LTR Website, Users grant LTR a nonexclusive, royalty-free, perpetual, irrevocable, and fully assignable right to use, reproduce, modify, adapt, publish, transform, translate, create derivative works from, distribute, and display the Submission worldwide in any media. User grants LTR assignees the right to use the User's name in connection with the Submission, if it chooses. User represents and warrants that User owns or otherwise controls all rights to the Submission; that the Submission is accurate; that its use does not violate this Agreement and will not cause injury to any person or entity; and that User will indemnify LTR for all claims arising from, related to or associated with such submission according to Sections 1.06 and 1.07.

Further, User understands and acknowledges that LTR, to the maximum extent possible, disclaims and does not provide any suggestion of confidentiality, secrecy or protection with respect to any Submission or, except as expressly provided in this Agreement with respect to LTR Website Content, any materials, items or information published through the LTR Website. LTR Reports come solely from publically available data and/or non-confidential sources. Unless LTR agrees or otherwise has already agreed in writing, LTR does not and cannot ensure the confidentiality of any Submissions it receives or information, content, materials, items, quotes, statements or data that it obtains.

b) LTR Website Content is protected by copyright and other laws

User acknowledges that the LTR Website contains information, data, methodologies, processes, techniques, ideas, concepts, and know-how embodied in its Content, and other materials, including Reports sold within the Report Store™, that are protected by copyrights, trademarks, trade secrets, or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereinafter developed. All Content is copyrighted as a collective work under the US copyright laws, and LTR owns a copyright in the selection, coordination, arrangement, and enhancement of such Content. Specifically, "LTR", "LIFETECH RESEARCH™", "RX VIGILANCE™", "REPORT STORE™", "THE BIOTICKER™", and "LTRResearch™" are all trademarks or service marks of LTR with all rights reserved.

c) Limitations of LTR responsibilities for the content of third party websites

The LTR Website may contain links to sites owned or operated by parties other than LTR. Such links are provided for reference only. LTR does not control outside sites and is not responsible for their content. LTR's inclusion of links to an outside site does not imply any endorsement of the material on the site or, unless expressly disclosed otherwise, any sponsorship, affiliation or association with its owner, operator or sponsor. Nor does LTR's inclusion of the links imply that LTR is authorized to use any trade name, trademark, logo, legal or official seal or copyrighted symbol that may be reflected in the linked site. LTR disclaims all liability related to such links in accordance with the terms of Section 1.06 and 1.07.

d). Process by which a third party plaintiff can claim that LTR Website Content infringes plaintiff's copyrights

In accordance with the Digital Millennium Copyright Act, LTR has adopted the following policy toward third party plaintiffs claiming that LTR Website Content infringed the plaintiff's copyrights. This policy requires the plaintiff to submit a formal, written Notice of Copyright Infringement to LTR through facsimile, PDF, or certified mail. That Notice must contain the following information and can be sent through the modes identified on the "Contact Us" portion of the LTR Website:

- i. Identification of what is being infringed
- v. Where the infringements are located
- vi. Who is complaining
- vii. How he or she may be contacted
- viii. A statement of good faith belief that the material is infringing
- ix. A statement made under threat of perjury that the information provided is accurate and the complaint is authorized by the copyright holder

(e) Confidentiality of Reports

This section details User's requirement with respect to the confidentiality of the Reports. User, including an Employer on whose behalf he or she acts, hereby agrees that neither the User or Employer, nor any party they control, employ or otherwise contract with shall disclose, or permit to be disclosed, any Report(s) to any third party without obtaining LTR's prior written consent, which LTR may withhold in its sole discretion, or except as expressly authorized under this Agreement. (Note that Article III specifically governs distribution rights associated with the purchase of a Report under two distinct licenses.) Further, User hereby agrees to take all reasonable precautions necessary to safeguard the confidentiality of the Reports including, at a minimum, those precautions taken by User to protect its own confidential information, which in no event shall be less than a reasonable degree of care. The User may disclose a purchased Report copy as required by law or court order, provided that the User immediately notifies LTR of such law or court order (including, without limitation, a written detailed description of the law and/or court order at issue), discloses only such information as is required by law and uses reasonable efforts to obtain confidential treatment for any Report so disclosed including assisting LTR in obtaining a protective order as desired by LTR. The User promptly shall notify LTR of any facts

known to the User regarding any unauthorized disclosure or use of the Report(s). User hereby acknowledges that its breach of the obligations set forth in this **Section 1.05(e)** may cause irreparable harm for which LTR shall be entitled to seek injunctive or other equitable relief to prevent breaches of, and to compel specific performance of, the obligations of this **Section 1.05(e)**. The User hereby waives the claim or defense that LTR has an adequate remedy at law or that LTR has not or is not being irreparably harmed, and the User shall not urge in any such action or proceeding the claim or defense that such remedy at law exists, and further, the User hereby waives any requirement for the securing or posting of any bond in connection with any such remedy. Such remedies shall not be deemed to be the exclusive remedies for a breach of this **Section 1.05(e)** but shall be in addition to all other remedies available at law or equity. The terms of this **Section 1.05(e)** shall continue in effect during the term of this Agreement and shall survive for a period of one (1) year from the Effective Date of Termination.

Section 1.06. User indemnification of LTR

SPECIFICALLY AND OTHER THAN AS SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD THAT LTR TAKES NO RESPONSIBILITY FOR USE THAT THE USER MAKES OF THE LTR WEBSITE OR OF ANY PRODUCT OR SERVICE OBTAINED THROUGH IT INCLUDING, WITHOUT LIMITATION, ANY REPORTS AND/OR CONTENT. USER AGREES TO DEFEND, INDEMNIFY AND HOLD LTR, ITS AFFILIATES, SUBSIDIARIES, DIVISIONS, AGENTS, EMPLOYEES, DIRECTORS, OFFICERS, ATTORNEYS, STOCKHOLDERS AND CONTRACTORS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS, ACCOUNTANTS AND AUDITORS) ("LTR GROUP") HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES ARISING FROM, ASSOCIATED WITH OR RELATED TO THE USER'S USE, ACCESS, SUBMISSIONS TO, COPYING, DOWNLOADING, VIEWING, DISCLOSURE, DISTRIBUTION OR DISPLAY ("LTR WEBSITE USE") OF THE LTR WEBSITE (INCLUDING, WITHOUT LIMITATION, ITS CONTENT AND THE REPORTS) AND/OR THE USER'S BREACH OF ANY OF THE TERMS OF THIS AGREEMENT.

Section 1.07. Warranties and limitations to Liability

(a) General.

THE LTR WEBSITE INCLUDING, WITHOUT LIMITATION, THE CONTENT AND THE REPORTS, AS WELL AS ANY OTHER PRODUCTS, SERVICES AND MERCHANDISE OFFERED FOR SALE ON THE LTR WEBSITE, ARE PROVIDED BY LTR ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE LTR GROUP, INDIVIDUALLY AND/OR COLLECTIVELY, AS APPLICABLE, DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFORMATION CONTENT, INTERFERENCE WITH ENJOYMENT AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WITHOUT LIMITING THE FOREGOING, THE LTR GROUP, INDIVIDUALLY AND/OR COLLECTIVELY, AS APPLICABLE, HEREBY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED: (I) AS TO THE OPERATION OF THE LTR WEBSITE, OR THE INFORMATION, CONTENT, REPORTS, MATERIALS OR PRODUCTS INCLUDED THEREON; (II) THAT THE LTR WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE; (III) AS TO THE ACCURACY, RELIABILITY, QUALITY, COMPLETENESS, TIMELINESS OR CURRENCY OF ANY INFORMATION, CONTENT, REPORT, SERVICE, OR MERCHANDISE PROVIDED THROUGH THE LTR WEBSITE; (IV) WITH RESPECT TO PRODUCTS (INCLUDING, WITHOUT LIMITATION, THE REPORTS) SOLD ON THE LTR WEBSITE; OR (V) THAT THE LTR WEBSITE, ITS SERVERS, OR E-MAILS SENT FROM OR ON BEHALF OF THE LTR GROUP, INDIVIDUALLY AND/OR COLLECTIVELY, AS APPLICABLE, ARE FREE OF VIRUSES, MALWARE, SPYWARE, SCRIPTS, TROJAN HORSES, WORMS OR OTHER HARMFUL COMPONENTS. THE LTR GROUP, INDIVIDUALLY AND/OR COLLECTIVELY, AS APPLICABLE, DOES NOT GUARANTEE THE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE LTR WEBSITE OR ANY RELATED SERVICES. THE OPERATION OF THE LTR WEBSITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE THE LTR GROUP'S, INDIVIDUAL AND/OR COLLECTIVE, CONTROL. USER ACKNOWLEDGES AND AGREES THAT BY USER'S LTR WEBSITE USE (INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO ANY AND ALL CONTENT AND/OR REPORTS) AND/OR PURCHASE (INCLUDING, WITHOUT LIMITATION, REPORTS) IS AT ITS SOLE RISK.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE SHALL THE LTR GROUP, INDIVIDUALLY AND/OR COLLECTIVELY, AS APPLICABLE, BE LIABLE FOR ANY LIABILITIES OR LIABILITY THAT ARISES FROM, IS RELATED TO OR ASSOCIATED WITH THE LTR WEBSITE USE OF OR INABILITY OF LTR WEBSITE USE, INCLUDING BUT NOT LIMITED DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, RELIANCE BY A USER ON ANY INFORMATION OBTAINED FROM THE LTR WEBSITE (INCLUDING, WITHOUT LIMITATION, CONTENT AND/OR THE REPORTS) OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, MALWARE, SPYWARE, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO THE LTR GROUP, INDIVIDUALLY AND/OR COLLECTIVELY, AS APPLICABLE, RECORDS, PROGRAMS, OR SERVICES. USER HEREBY ACKNOWLEDGES THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, REPORTS, MERCHANDISE, AND SERVICES AVAILABLE, DISPLAYED, USED, COPIED, DOWNLOADED, DISTRIBUTED, OR OTHERWISE ACCESSED THROUGH THE LTR WEBSITE.

NONE OF THE LTR GROUP, INDIVIDUALLY AND/OR COLLECTIVELY, AS APPLICABLE, WILL BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION ANY OR ALL DAMAGES FOR LOSS OF PROFITS, BUSINESS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE) RELATED TO, ASSOCIATED WITH OR ARISING FROM THE LTR WEBSITE USE (INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO CONTENT OR THE REPORTS, AS

APPLICABLE) OR THE PURCHASE OF ANY PRODUCT THEREFROM, EVEN IF ANY OR ALL OF THE LTR GROUP, INDIVIDUALLY AND/OR COLLECTIVELY, AS APPLICABLE, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE CAUSE OR THE FORM OF ACTION (WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY OR OTHERWISE) AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL THE LTR GROUP'S (INDIVIDUALLY AND/OR COLLECTIVELY), AS APPLICABLE, AGGREGATE LIABILITY FOR ANY CAUSE OF ACTION ARISING OUT, ASSOCIATED WITH OR RELATING TO THIS AGREEMENT EXCEED THE FEES ACTUALLY PAID TO LTR IN CONNECTION WITH THE PARTICULAR REPORT OR OTHER PRODUCT OR SERVICE UNDER WHICH SUCH ACTION AROSE DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH ACTION AROSE. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO A USER, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO SUCH USER, AND SUCH USER MAY HAVE ADDITIONAL RIGHTS.

(b) Not Advice, Guidance or: User Should Seek Separate Counsel!

User expressly acknowledges and agrees that The LTR Group, individually and/or collectively, as applicable, is not an investment, tax, trading, broker, legal or other advisor or counselor under any meaning of any law including, without limitation, the Investment Company Act of 1940 and the Investment Advisor's Act of 1940. The LTR Group, individually and/or collectively, as applicable, expressly disclaims and User hereby expressly agrees that none of the LTR Website including, without limitation, the Content and/or Reports, in any manner constitute or should in any manner be considered or construed as investment, trade, broker, tax or legal advice. LTR makes no representations or warranties as to the accuracy, completeness, or veracity of the LTR Website including without limitation the Content and/or Reports. Nothing contained herein is, or should be relied on as, a promise or representation as to the use of, veracity or future performance of any of the information provided by or otherwise contained in the LTR Website including, without limitation, the Content and/or Reports, as applicable. Further, User hereby acknowledges and agrees that, subject to the confidentiality and other requirements set forth herein, it should review the LTR Website including, without limitation, the Content and/or Reports, with User's respective investment, trading, broker, tax, legal, accounting and/or other advisors.

Section 1.08. Dispute resolution

For any claim or controversy at law or equity that arises out of this Agreement solely between the parties and not including, and specifically, excluding all Liabilities arising from, related to or associated with User's indemnification obligations as set forth in this Agreement (each a "Claim") where the total amount of the dispute is less than or equal to \$10,000 (excluding Claims for injunctive or other equitable relief), LTR, in its discretion, may elect to resolve the dispute through binding arbitration. This may be conducted by telephone, on-line or based solely upon written submissions where no in-person appearance is required. In such cases, the American Arbitration Association shall administer the arbitration under its Commercial Arbitration Rules (including without limitation the Supplementary Procedures for Consumer-Related Disputes, if applicable), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Alternatively, any Claim (including Claims for injunctive or other equitable relief) may only be adjudicated by a court of competent jurisdiction located in Chicago, Illinois. The User submits irrevocably to the jurisdiction of that court and waives any objection User might have either to jurisdiction or venue in that court. Nonetheless, User agrees that LTR may enforce this Agreement and any arbitration orders and awards in the courts of the state or states in which User is domiciled.

Any Claims shall be arbitrated or litigated, as the case may be, on an individual basis and shall not be consolidated with any Claims of any other party whether through class action proceedings, class arbitration proceedings or otherwise.

Section 1.09. Severability and change

If any provision of this Agreement shall be deemed invalid or unenforceable, in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the invalid or unenforceable provision to render it valid, enforceable and, insofar as possible, consistent with the original intent of LTR. The failure of a party to require performance of any obligations of the other party hereunder shall not be deemed a waiver and shall not affect its right to enforce any provision of this Agreement at a subsequent time. The parties agree that construction of this Agreement shall be in favor of its reasonable nature, legality and enforceability, and that any construction causing unenforceability shall yield to a construction permitting enforceability. It is agreed that the covenants and provisions of this Agreement are severable, and that if any single covenant or provision or multiple covenants or provisions should be found unenforceable, the entire Agreement and remaining covenants and provisions shall not fail but shall be construed as enforceable without any severed covenant or provision in accordance with the tenor of this Agreement. The parties specifically agree that no covenant or provision of this Agreement shall be invalidated because of over breadth insofar as the parties acknowledge the scope of the covenants and provisions contained herein to be reasonable and necessary for the protection of each party. However, should a court or any other trier of fact or law determine not to enforce any covenant or provision of this Agreement as written due to over breadth, then the parties agree that said covenant or provision shall be enforced to the extent reasonable, with the court or such trier to make any necessary revisions to said covenant or provision to permit its enforceability and that any such limitation on the enforceability of any such covenant or provision shall not effect the enforceability of any other covenant or provision of this Agreement.

Material changes to this Agreement will be posted on the LTR Website. You should review the Agreement each time you access any LTR Website.

Section 1.10. Applicable law; jurisdiction

This Agreement shall be governed by the laws of the State of Illinois, USA, irrespective of its choice of law principles. The parties hereby agree to exclude, waive and opt-out of any application of the United Nations Convention of Contracts for the International Sale of Goods. **ANY ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE INSTITUTED ONLY IN A FEDERAL OR STATE COURT LOCATED IN COOK COUNTY, ILLINOIS, USA, AND EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS.**

Section 1.12. No Presumption Against Drafter

In the event of an ambiguity or a question of intent arises, no presumptions or burdens of proof shall arise favoring any party by virtue of authorship of any of the provisions of this Agreement.

Section 1.13. Amendment.

Any term or provision of this Agreement may be amended by LTR at any time. Upon such amendment, the User can only continue to use the LTR Website by re-accepting these Terms and Agreements.

Section 1.14. Entire Agreement.

Except for those agreements already in effect between LTR and the User, if any, or as otherwise agreed upon by LTR in writing, this Agreement, together with the Privacy Policy and Product Policy, constitute the entire understanding and agreement of the parties, whether written or oral, and supersedes all prior and contemporaneous agreements or understandings between the parties with respect to the LTR Website including, without limitation, the Content and the Reports. Notwithstanding the foregoing, solely and to the extent LTR has otherwise agreed, already existing agreements between the User and LTR shall supersede this Agreement solely to and limited by the extent of any inconsistency or ambiguity between the pre-existing agreement and this Agreement and, even then, only to the limited extent of such ambiguity or inconsistency.

Except as otherwise indicated immediately above, in the event of any inconsistency or conflict between these documents that make up this Agreement, the following order of precedence shall control: (1) Article 1 (General Use Policy), (2) Article 2 (Privacy Policy) and (3) Article 3 (Product Policy). Any terms set forth on a purchase order or other written documentation provided by User are hereby rejected and shall not be binding on LTR.

Section 1.15. Contact Us

If you have any questions, comments, or concerns regarding any portion of this Agreement and/or practices as it relates to any or all of the LTR Website, please contact us via any of the methods provided on the 'Contact Us' page of the LTR Website.

ARTICLE II. PRIVACY POLICY

Section 2.01. General

This policy applies to LTR's collection and use of certain information obtained from and about Users of the LTR Website. This Privacy Policy is subject to the preceding General Use Policy (Article I). Although there may be links from the LTR Website to other third party websites and vice versa, this Privacy Policy only applies to LTR Website and not to websites of any other non-LTR person or entity linked to the LTR Website. LTR encourages you to review all policies, rules, terms and regulations, including the privacy policies, of each website that you visit.

Section 2.02. Gathering Information

LTR may gather information about you from a number of sources, as described here. Please note that the information that we gather now is subject to the Privacy Policy in effect at the time of LTR's use of the information.

a) Account Information

LTR may request and/or collect Account Information including, without limitation, certain personal information from you via the LTR website when you register with us, send questions or comments to us, or purchase Content (including, without limitation, Reports). This Account Information may include, without limitation: contact information (e.g., name, address, phone number and email address), Employer information if acting on behalf of an Employer (e.g., name), and credit card information. Those wishing to be invoiced via a Pre-Approved Account may also want or need to provide additional information, including but not necessarily limited to an email address or addresses for an alternate billing contact or contacts. You hereby represent and warrant, and agree to ensure, that all Account Information is and at all times remains current, complete, true, and accurate as of the time you supply it and at the time of any subsequent purchase from the LTR Website. LTR shall have the right, but not the obligation, to provide independent third parties the information the User submits, including, without limitation, Account Information, to independently verify such information submitted, including, without limitation, via third party clearance of a credit card purchase or via LTR's independent verification of data submitted when applying for a Pre-Approved Account.

b) Cookies and Other Data Sources (Non-Account Information)

LTR may use cookies to obtain non-personally identifiable information from LTR Website visitors and for the other purposes set forth in this Agreement including, without limitation, **Section 2.04** below. Such information may include a User's "Internet Protocol Address," operating system, browser type, and the referring website's address, if any. Cookies are files the User's web browser places on his/her computer when visiting a website. Depending on the web browser, a User may be able to reject cookies or indicate when a cookie has been sent. Cookies enable LTR to track pages the User visits, the browser type, and referring websites. The information is otherwise anonymous and does not contain personal information such as specific Account Information. LTR may then use this Non-Account Information to compile research in an attempt to improve its products and services.

Section 2.03. Use and Disclosure of Information

LTR uses Account Information for the limited purposes indicated at the time you voluntarily provide it and/or for purposes set forth in this Privacy Policy. These categories of use include, but may not be limited to, communicating with you, offering certain products and services in connection with the LTR Website (for example, LTR may ask for Account Information in order to send you information, with your consent, on new products, special offers, and performance of the Company), in connection with surveys related to our product and the LTR Website, enhancing and improving the shopping experience of our customers and potential customers, aggregate research, promotional purposes and/or future LTR Website development.

In addition, in the course of completing a transaction with LTR, some of your Account Information may be shared with other entities needed to perform functions on our behalf, such as credit card payment processing.

Section 2.04. Your ability to change and control use of your information

You can update your Account Information via the "My Account Info" page within the LTR Website Report Store™ at any time, including subscription to a Newsletter that LTR may produce from time to time.

You can also request that LTR deactivate your account via any of the methods provided in the 'Contact Us' portion of the LTR Website. However, even though LTR can delete you as a LTR Report Store™ User, certain information may remain as a function of maintaining the integrity of prior transaction records.

Further, LTR cannot ensure that Non-Account Information collected from you -- for example, data collected via 'Cookies' -- will not be used for promotional purposes. Further, you will not have the ability to alter that data or delete it from our database but you can control your browser's settings regarding cookies by selecting "Internet Options" or "Preferences" in the menu bar of your browser. This will allow you to prevent your browser from accepting new cookies, have your browser notify you when you receive a new cookie, or disable cookies altogether. However, because our website requires cookies for certain functions, we recommend you leave them enabled.

Section 2.05. Account Security

Upon LTR's acceptance of your Account Information (thereby authorizing purchases through the Report Store™ either by credit card or a Pre-Approved Account), your email address will become your "User Name". That User Name and a password ("Password") selected by you will provide access to and use of the Report Store™.

Each User is responsible for maintaining the confidentiality of User's Password and for restricting access to User's Account. User agrees to accept responsibility for all activities that occur under User's Password and User Name. You shall not disclose your Password to anyone else, and you shall not use anyone else's Password. You agree to notify LTR immediately about any unauthorized use of your Password or any breach of Account security. You further agree that LTR shall not be responsible for and you shall be solely responsible for your failure to comply with this Section or any loss or damage arising out of, associated with or related to, your use of your Password by you or anyone other than LTR.

ARTICLE III. PRODUCT POLICY

Section 3.01. General provisions

This Article specifically applies to the purchase of Reports through the Report Store™. It is also applicable to the purchase of products and services other than individual Reports, although purchases for products or services other than Reports may be subject to individually negotiated agreements with the User that supplement or supersede this Agreement. Also note that this Article is subject to the terms contained in the preceding Articles (I and II), unless specifically stipulated otherwise.

Section 3.02. Disclaimers specific to Report content, including forward looking statements

LTR Reports available for purchase contain certain matters and information LTR obtained from publically available sources including, but not limited to company management, corporate press releases, SEC filings, annual reports, communications with industry experts, and communications with medical experts, each of whom indicated to LTR that they are not bound by confidentiality or other security measures and were freely able to disclose such information and/or materials to LTR. However, LTR hereby expressly disclaims any representation, warranty or covenant and provides no assurance that such information is free of errors or that such sources have omitted facts material to the conclusions contained therein or that such statements are not false, inaccurate or misleading.

Further, Reports contain forward-looking statements as defined by the Private Securities Litigation Reform Act of 1995. These include statements concerning plans, objectives, goals, strategies, future events or performance and all other statements which are other than statements of historical fact, including without limitation, statements containing words such as "believes," "anticipates," "expects," "estimates," "projects," "will," "may," "might" and words of a similar nature. Such statements involve risks and uncertainties that could cause actual results to differ materially from those projected. Some important factors that could cause actual results to differ include dependence on the efforts of third parties; dependence on new and uncertain technology and its uncertain application to new business ventures; regulatory actions or delays, or uncertainties related to product development, testing or manufacturing; ability to form and maintain strategic alliances; the competitive nature of the biotechnology and pharmaceutical industries; and ability to develop viable products for the health care market including the achievement of successful pre-clinical and clinical results and regulatory filings. The forward-looking statements contained in a Report represent the judgment of LTR as of the date of the Report. LTR disclaims, however, any intent or obligation to update any forward-looking statements after that date.

Section 3.03. Availability and pricing

Reports offered for sale through the Report Store™ portion of the LTR Website should be available for immediate electronic download once the sale is authorized, either by the issuer of the Credit Card used to make the purchase, or by use of a Pre-Approved Account (see Section 3.04). Additionally, LTR cannot guarantee against interruptions caused by, but not limited to, failure of the server on which Reports reside, whether due to the fault of LTR, another third party, or an act of nature, war, or sabotage. (Users unable to download a purchased report may contact LTR via the means described in the 'Contact Us' portion of the LTR Website.) LTR reserves the right to discontinue the sale of any Report listed within the Report Store™ at any time without notice.

The prices displayed on this Report Store™ are quoted in US dollars and are valid and effective only within the United States. The prices displayed at the time of purchase are the prices applicable to the purchase. Users are responsible for the payment of any state and local sales or use taxes that may apply to the order.

Section 3.04. Payment

Users can make Purchases and payments by one of two means.

a) Purchases using a Pre-approved Account

Users may apply for a Pre-Approved Account by contacting ifogelman@lifetechresearch.com and by also completing the Account Information page of the LTR Website. Once LTR approves the Pre-Approved Account, the User may purchase reports through that Pre-Approved Account. Charges related to Pre-Approved Account Purchases will be invoiced according to the information available to LTR at the time of purchase. Specifically, invoices will be sent to the primary Account User and any billing contacts listed in the Account Information or otherwise provided to LTR by the User. Payment in full is due within thirty (30) days of the date of invoice. Note that LTR approval of an Application for a Pre-Approved Account may take several days and may involve LTR's independent verification of information provided in the Application or the acquisition of additional information from the User. User access to the Pre-Approved Account is obtained via log-in, using the User's User Name and Password.

b) Purchases using a credit card

Users may also purchase and pay for Reports by credit card. Those who have made prior purchases through a credit card account will be asked to log into that Account using their User Name and Password. This allows LTR and User to ensure that the Account Information is current and accurate. New Users will be asked to provide the relevant Account Information.

By ordering Reports from the Report Store™ via this means, User authorizes LTR and LTR's agents or other credit card processing vendors to charge User's credit card for the applicable fees. If LTR does not receive payment from the card

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issuer, User agrees to pay LTR all amounts due upon demand. LTR may take commercially reasonable actions to verify User's credit card. User agrees to pay all reasonable attorneys' and collection fees arising from LTR's efforts to collect any past due amounts from the User to the extent allowed by law.

Reports purchased via a credit card Account should be available for immediate download once the credit card transaction is cleared, although LTR has the right to refuse to accept or fulfill any order upon reasonable notice.

Section 3.05. Report licenses

The provisions relative the broader use of LTR Website Content control with respect to the use of Reports, – i.e., the terms outlined in the General Use Policy (Article I) of this Agreement.

Beyond the general considerations of Article I, LTR has established two Report licenses, defined below. LTR retains the right to prosecute breaches of either of these licenses to the full extent of applicable law. Further, LTR will hold the Purchaser and his or her Employer liable for breach of this Agreement.

a) Limited Use License

A Purchaser may buy a Report under a limited use license ("Limited Use License") that entitles the Purchaser to electronically download and print one (1) copy of the purchased Report. Additionally, the Purchaser may distribute (electronically or 'hard copy' print) the purchased Report to up to two other individuals within his/her Employer's organization. Distribution to unauthorized individuals is prohibited.

b) Multi-user license

Alternatively, a User may purchase a Report under a Multi-User License ("Multi-Use License"). This license also allows the Purchaser to a single electronic download of the purchased Report. However, the Purchaser is then entitled to distribute the purchased Report (either electronically or in printed copy) to an unlimited number of individuals within Employer's immediate organization. Distribution outside of the Employer's organization is prohibited, including to individuals within subsidiaries or other peer or parent entities contained within a larger 'umbrella' organization.