

EXHIBIT A
SALES AND MARKETING REQUIREMENTS OF
NEXGEN TESTING, INC.

NexGen Testing, Inc. (NGT) will conduct its business honestly and ethically wherever we operate in the world. We will constantly improve the quality of our services, products and operations and will create a reputation for honesty, fairness, respect, responsibility, integrity, trust and sound business judgment. No illegal or unethical conduct on the part of CONSULTANT or affiliates will be tolerated. NGT will not compromise its principles for short-term advantage. The ethical performance of this company is the sum of the ethics of the men and women who work for NGT. Thus, we are all expected to adhere to high standards of personal integrity. These requirements are also necessary to maintain compliance with laws and regulations related to the sale of goods provided by NGT.

Written Procedures and Policies:

NGT has adopted written policies that promote our commitment to compliance and that address specific areas of potential fraud, such as billing, marketing and claims processing. These policies have been developed under the supervision and direction of NGT's Chief Compliance Officer and has been provided to all individuals who are affected by the specific policy at issue.

Standards of Conduct:

NGT has developed this Sales and Marketing Standard of Conduct for all its CONSULTANTS and affiliates (including independent sales CONSULTANTS and companies providing sales CONSULTANT services to NGT) to clearly delineate the policies of NGT with respect to sales and marketing and to assure adherence to all guidelines and regulations governing federally funded health care programs. This Sales and Marketing Standard of Conduct will be made available to and understandable by all CONSULTANTS and affiliates involved in sales and marketing and will be regularly updated as the policies and regulations of these programs are modified. Strict adherence to compliance policies and applicable legal requirements is a condition of this Agreement.

MAY TERMINATE THIS AGREEMENT IF, IN NGT'S DETERMINES AT ITS SOLE AND ABSOLUTE DISCRETION THAT A VIOLATION OF THESE POLICIES AND PROCEDURES HAVE OCCURED.

Sales and Marketing:

NGT requires honest, straightforward, fully informative and non-deceptive marketing. NGT believes that it is in the best interest of patients, physicians, Medicare and NGT alike that physicians fully understand the services offered by NGT, the services that will be provided when tests are ordered, and the financial consequences for Medicare, as well as other payers, for the tests ordered. Accordingly, all of NGT's marketing information will be clear, correct, non-deceptive and fully informative. CONSULTANT will refrain from gathering competitor intelligence by illegitimate means and refrain from acting on knowledge or information which has been gathered in such a manner. CONSULTANT and affiliates of NGT will seek to avoid exaggerating or disparaging comparisons of the services and competence of their competitors.

Medical Necessity:

NGT will only submit claims to federally funded health care programs for services that NGT has reason to believe are medically necessary. While NGT does not and cannot treat patients or make medical necessity determinations, NGT is in a unique position to educate our physician clients regarding the requirement of medical necessity for each test ordered. NGT's requisition forms will emphasize physician choice and encourage physicians to order, to the extent possible, only those tests that they believe are appropriate for each patient. When NGT creates a custom profile for a physician, the requesting physician will be required to sign an acknowledgement that the physician has requested

the custom profile; has been provided Medicare reimbursement amount for each test; has been told to order medically necessary tests only; understands that some tests may not be reimbursed; and has the right to not use the custom profile and order tests differently for any patient.

Conflicts of Interest:

CONSULTANTS and affiliates of the company must never permit their personal interests to conflict, or appear to conflict, with the interests of NGT, its clients or affiliates. CONSULTANTS and affiliates must be particularly careful to avoid representing NGT in any transaction with others with whom there is any outside business affiliation or personal or family relationship. CONSULTANTS and affiliates shall avoid using their company contacts, and any other Confidential Information provided by NGT to CONSULTANTS to advance their private business or personal interests at the expense of NGT, its clients or affiliates. CONSULTANTS and affiliates will avoid conflicts of interests which could interfere with their ability to deliver quality products or services to the company and its clients or create circumstances to where the sale of goods to the Client becomes unethical or illegal. CONSULTANTS and affiliates involved in sales and marketing activities must annually report any actual or potential conflicts of interest by completing a Conflict of Interest Disclosure form. In addition, any time a potential conflict arises, a new Conflict of Interest Disclosure must be completed. In addition, when a CONSULTANT or affiliate is faced with a potential conflict of interest, he or she should seek guidance from the Chief Compliance Officer before proceeding. Whenever CONSULTANT or affiliate has a question about whether a situation presents a conflict, he or she should contact the Chief Compliance Officer.

Kickbacks and Gifts Not Allowed:

Federal and State Anti-Kickback statutes are violated when payment is given or received in exchange for the referral of patients who are covered under federal health care programs, such as Medicare, unless a statutory exception applies. Harsh criminal, civil and monetary penalties can result. A kick back is considered any item of value, or compensation of any kind, to improperly obtain or reward favorable treatment. Consistent with Federal and State law, NGT does not permit bribes, kickbacks or other similar remuneration or consideration to be given to any person or organization in order to attract or influence business activity. CONSULTANTS and affiliates shall avoid gifts, gratuities, fees, bonuses, or excessive entertainment to attract or influence business activity. Excessive entertainment is defined as any amount in excess of guidelines determined annually by Medicare/CMS. CONSULTANTS and affiliates shall refrain from using offers of equipment, computer hardware, computer software, support staff and other non-monetary gifts that deviate from accepted business practices authorized by NGT. It is NGT's policy that non-monetary gifts to physicians must meet exceptions defined in the Stark Law:

- The compensation is not determined in any manner that takes into account the volume or value of referrals or other business generated by the referring physician.
- The compensation may not be solicited by the physician or the physician's practice (including employees and staff members).
- The compensation arrangement does not violate the Anti-Kickback statute or any Federal or State law or regulation governing billing or claims submission.
- The compensation may not exceed annual limits established by Medicare/CMS in the aggregate per calendar year.

CONSULTANTS and affiliates cannot attempt to control or improperly influence a physician's decision as to which clinical laboratory to use for the testing of patient specimens. The decision as to which clinical laboratory to use is to be made solely by the referring physician.

ANY ATTEMPT TO CONTROL OR IMPROPERLY INFLUENCE A REFERRAL TO NGT WILL RESULT IN TERMINATION.

In order to effectively monitor compliance with all applicable federal and state laws, NGT also prohibits CONSULTANTS, working under an Independent Contractor Group who is subject to a Representation Agreement with NGT, from employing any regular employees or independent contractors for the solicitation and sales of NGT products and services.

Excluded Individuals and Companies:

NGT will not employ or contract with individuals or companies who have been convicted of a criminal offense related to health care or who are listed by a Federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs. In addition, until resolution of such criminal charges or proposed debarment or exclusion, individuals who are charged with criminal offenses related to health care or proposed for exclusion or debarment will be removed from direct responsibility for or involvement in any federally funded health care program. If resolution results in conviction, debarment or exclusion of the individual, NGT will immediately terminate its employment of that individual or company.

Confidentiality of Third-Party Information:

CONSULTANTS and affiliates of NGT will often come into contact with, or have possession of, trade secret, proprietary, confidential or business-sensitive information and must take appropriate steps to ensure that such information is strictly safeguarded. This information – whether it is on behalf of our company or any of our clients, referral sources, suppliers, vendors or affiliates – could include strategic business plans, operating results, marketing strategies, customer lists, personnel records, upcoming acquisitions and divestitures, new investments, and manufacturing costs, processes and methods. Trade secrets, proprietary, confidential, and sensitive business information about this company, other companies, individuals and entities should be treated with sensitivity and discretion and only be disseminated on a need-to-know basis. CONSULTANTS, and affiliates will refrain from using or disclosing the trade secrets or confidential, proprietary information of third parties, unless such information is in the public domain. CONSULTANTS, and affiliates will comply with the Health Insurance Portability and Accountability Act of 1996 (referred to as HIPAA) with respect to the use and disclosure of patient health information (PHI).

Reporting:

CONSULTANTS and affiliates will seek to report all information accurately and honestly, and as otherwise required by applicable reporting requirements. CONSULTANTS and affiliates agree to timely disclose or report unethical, dishonest, fraudulent and illegal behavior, or the violation of company policies and procedures, directly to management or the Chief Compliance Officer. In addition, NGT has a hotline telephone number that can be used to anonymously report suspected misconduct. NGT has an open door, complete anonymity, non-retribution policy available to all CONSULTANTS and affiliates to encourage communication and reporting of suspected misconduct.

BREACH OF REQUIREMENTS:

These requirements are necessary to help ensure NGT and CONSULTANTS are acting within all laws and regulations in providing the goods to Clients. Any breach, as determined in NGT's sole and absolute discretion, may cause an immediate termination of this Agreement.

NGT SALES REQUIREMENTS

I, _____, certify to having read the NGT Sales and Marketing Requirements and agree to perform the duties in the Agreement under these requirements. I understand the principles and requirements set forth above, I understand these requirements are necessary to ensure compliance with all related laws and regulations to the Agreement, and understand that breach of these requirements can result in termination of the Agreement and/or legal action to recover damages. I understand my responsibilities to disclose fraudulent or unethical business practices to NGT and will honestly and accurately complete surveys performed by NGT to document continuing compliance with the requirements.

SIGNATURE OF CONSULTANT

DATE