

Agreement for Consulting Services

This Agreement is made this 1st day of April, 2012, by and between Medical Devices-R-U's, "Company"), a corporation organized and existing under the laws of the State of Delaware, and Dr. Frederick Frankenstein, ("Consultant"), an employee and faculty member of General Hospital, an educational institution and charitable corporation located in Charlotte, North Carolina.

WHEREAS, the Consultant, as a member of the faculty at General Hospital, is permitted to perform limited consulting services for companies, subject to the terms of Consultant's employment relationship with General Hospital and the applicable policies and procedures of General Hospital;

WHEREAS, the Company desires that the Consultant provide advice and assistance to the Company in his or her area of expertise; and

WHEREAS, the Consultant desires to provide such advice and assistance to the Company under the terms and conditions of this Agreement;

NOW, THEREFORE, the Company and the Consultant hereby agree as follows:

1. Consulting Services

(a) Subject to the terms and conditions of this Agreement, the Company hereby retains Consultant to perform the consulting services specifically set out in Exhibit A attached to this Agreement and made a part hereof ("Services"). Consultant hereby acknowledges that Exhibit A may be amended in writing from time to time, and agrees to render such Services during the term of this Agreement. Consultant shall render Services at such times and places to be mutually agreed upon by Company and Consultant.

2. Compensation and reimbursement.

(a) Compensation for Services - In consideration of the services to be provided by Consultant to the Company, Consultant shall be compensated for services provided pursuant to the terms of Exhibit B attached to this Agreement. To obtain compensation for services, Consultant shall submit a detailed invoice to Company outlining hours spent providing services pursuant to this Agreement.

- (b) Maximum Compensation – Total compensation under this Agreement, excluding reimbursement for travel and expenses, shall not exceed \$4000 per day nor \$20000 in the aggregate during the term of this Agreement.
- (c) Reimbursement for Travel and Expenses - Company shall reimburse Consultant for travel and other expenses Consultant incurs in connection with performing the Services. To obtain reimbursement, Consultant shall submit to the President of the Company, or his or her designee, an invoice describing services rendered and expenses incurred under this Agreement. The Company shall pay to Consultant invoiced amounts within thirty (30) days after the date of invoice.

3. Term and Termination

The term of this agreement commences on April 1, 2012 expires one (1) year thereafter.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

_____ [Consultant’s Signature] [Date]

[COMPANY]

By: _____
[Company Representative Signature]

Title: _____

Date: _____

Exhibit A- Description of Consulting Activities

**Consultant acknowledges that this Exhibit may be amended from time to time in writing
Consulting services to be performed pursuant to the Agreement include the following:**

1. Review and analysis of regulatory, quality, safety, and health issues and documents related to Company products and provision of oral and written assessments arising therefrom,
2. Review, evaluation, and assessment of products, product design, and prototypes provided by Company and provision of oral and written clinical evaluations and testimonials related thereto,
3. Provision of training to physicians and Company personnel regarding the safe and effective use of Company products and assistance with development and review of training course content,
4. Consultation with Company personnel to develop marketing strategies and evaluate Company products and product designs,
5. Presentations to physicians at national sales meetings to discuss clinical experience with company products,
6. Development and review of product training and advertising materials.
7. Any other promotional/educational consulting activity as requested by Company

Exhibit B – Compensation

Compensation for Consulting Services

Consultant shall be compensated at a rate of \$500 for each hour of work performed providing consulting services as described in Exhibit A of this Agreement.

Consulting Services Requiring Travel

Company shall reimburse Consultant for travel and other expenses Consultant incurs in connection with performing the Services. Consultant shall be reimbursed for all such expenses provided an invoice is submitted to Company within 30 days of performance of services. Consultant shall also be provided a travel premium of \$200 per event to compensate for expenses incurred during travel.

Case Study #11

