



(d) The Consultant shall not be eligible to participate in any profit sharing, retirement, insurance or other employee benefit plans maintained by the Company.

5. Retainer/Billing. Upon execution of the Agreement, Company shall provide Consultant with a retainer in the amount of \$2,500. Consultant shall provide Company with monthly billing statements and company agrees to pay all statements upon receipt. Upon termination of this Agreement, the retainer shall be applied to all outstanding amounts.

Consultant's obligation to begin work shall commence upon receipt of the retainer.

6. Records. Company agrees to promptly provide Consultant with all records concerning Patient, including but not limited to medical records and deposition transcripts.

7. Termination. This Agreement shall be terminated (1) upon mutual agreement of Consultant and Company, (2) by either party with five (5) day written notice, (3) upon death of Consultant, or (4) upon end of Term.

8. General Provisions.

8.1 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, successors, and assigns.

8.2 Assignment. This Agreement shall be freely assignable by the Company. Consultant may not assign any rights or delegate any duties under this Agreement without the prior written consent of the Company.

8.3 Notices. Any notices or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties as follows:

If to Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Consultant: Richard Riley  
\_\_\_\_\_  
\_\_\_\_\_

Any notice or other communication shall be deemed to be given at the expiration of the third day after the date of deposit in the United States mail. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party as provided in this Section 8.3.

8.4. Arbitration. Any controversy or claim arising out of or relating to, this Agreement or the making, performance or interpretation thereof, shall be settled by non-binding arbitration in Reno, Nevada, in accordance with the Nevada Rules of Arbitration then in effect. The prevailing party in such Arbitration shall be entitled to costs and attorneys fees, not to exceed two thousand dollars (\$2,000.00). In the event either party should commence legal proceedings to enforce any arbitration award or any terms of this Agreement, the prevailing party shall be entitled to a reasonable sum of attorney's fees and costs as may be allowed by the Court.

8.5 Amendments. This Agreement may be amended only by an instrument in writing executed by all the parties.

8.6 Entire Agreement. This Agreement (including the exhibits) sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

8.7 Waiver. A provision of this Agreement may be waived only by a written instrument executed by the party waiving compliance. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision.

8.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been signed in duplicate as of the date first above written.

COMPANY:

\_\_\_\_\_

By: \_\_\_\_\_,  
\_\_\_\_\_, President

CONSULTANT:

PROSTHETIC CONSULTING  
TECHNOLOGIES, LLC

By: \_\_\_\_\_  
Richard L. Riley, Presiding Member

