

Prosthetic Consulting Technologies
Richard L. Riley, President and Certified Prosthetist
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CONSULTING AGREEMENT

Date: _____

Parties: _____, a Company ("Company")

PROSTHETIC CONSULTING TECHNOLOGIES, LLC ("Consultant")

The parties agree as follows:

1. Term. This Agreement shall begin on _____, and continue through _____, unless terminated earlier in accordance with Section 5 below.

2. Status of Consultant. Consultant shall act as an independent contractor, and not as an Employee of Company. Company shall not withhold any taxes from fees paid to Consultant. Consultant shall pay all income taxes, including estimated income taxes, which Consultant owes based on fees paid to Consultant under this Agreement.

3. Consultant Services.

(a) Consultant shall perform a needs analysis of _____ ("Patient"). A "needs analysis" shall consist of interviews and evaluation of Patient, interviews of up to three other persons to determine the lifestyle of Patient (whether sedentary, active, or sports oriented), interviews of up to three prosthetists (usually from the general vicinity of Patient's residence) to determine replacement rates for clients of this activity level, as well as general maintenance. The "needs analysis" shall also include a review of all deposition transcripts and medical records. The "needs analysis" shall break down the Patient's life expectancy into three phases (initial, mature and geriatric) and project Patient's needs.

(b) The parties understand and agree that a "needs analysis" requires a minimum of two (2) weeks and will cost between \$2,500 and \$3,500. Consultant shall provide a written report to Company.

4. Consulting Fees: Expenses. As compensation for the services to be rendered by the Consultant to the Company pursuant to this Agreement, the Consultant shall be paid the following compensation and other benefits:

(a) Between \$2, 500 and and \$3,500 for the "needs analysis," depending on the circumstances of the case.

(b) \$350 per hour for research and travel after preparation of the initial "needs analysis." All travel and accommodations will be business-class or better and will be reimbursed by the Company. (maximum travel charge \$2,800 per day)

(c) \$4,000 per day, plus expenses for trial testimony.

(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 \$3,000. 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, deposition transcripts and prosthetic records.

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
220 N. Hwy 395, #303
Washoe Valley, NV 89704

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 the 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.

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, Managing Partner