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Date:

CONSULTING AGREEMENT

Name of Consultant:

Title:

Consultant

Address:

Telephone Number:

Fax Number:

Taxpayer I.D. #:

Name and Address of COMPANY NAME HERE Contact:

NAME

President

NAME Corporation

ADDRESS

Term of Consulting Service:

From:

To:

Company Name Here Corporation and Consultant agree:

1. Scope of Work

The Consultant agrees to act as a consultant for Company Name Here Corporation, _____ as an an individual and/or companies of which he is the majority shareholder (collectively, "COMPANY NAME HERE") in the fields of new product development, product enhancement, manufacturing engineering, plant design and construction, Good Manufacturing Practices and engineering for medical devices, and to provide services (the "Services") in these fields as COMPANY NAME HERE may request. Consultant agrees that he will travel within the United States and to the Mexico from time to time as requested by COMPANY NAME HERE.

2. Compensation

COMPANY NAME HERE will pay Consultant a consulting fee at the rate of \$ _____ per _____ for consulting services rendered by Consultant at COMPANY NAME HERE's request during the term of this agreement. Such Consulting Services shall constitute 100% of the time devoted to consulting by Consultant. Payment will be made

by COMPANY NAME HERE upon its receipt from time to time of Consultant's statement. COMPANY NAME HERE will also reimburse Consultant for reasonable out of pocket expenses incurred by Consultant in the course of his assignment, including all traveling expenses (air fare to be on a economy or coach class basis) and normal living expenses when Consultant is away from home or usual place of work at COMPANY NAME HERE's request. Payment of these expenses shall be made upon Consultant's submission of a detailed account of expenses incurred.

3. Manner of Performance

Consultant represents that he/she has the requisite expertise, ability and legal right to render the Services and will perform the Services in an efficient and workmanlike manner.

4. Confidentiality

In the course of this agreement, it is anticipated that Consultant will learn Confidential or Proprietary Information of COMPANY NAME HERE. For purposes of this agreement, "Confidential or Proprietary Information" means information that is not generally known by persons not employees of COMPANY NAME HERE or readily ascertainable by proper means and which derives independent economic value from not being generally known or readily ascertainable. Such information includes, but is not limited to, trade secrets and information relating to such matters as research and development, manufacturing methods, processes, techniques, chemical composition of materials, applications for particular technologies, materials or designs, vendor lists, customer lists, management systems, sales and marketing plans, pricing, know-how and information relating to new products. Consultant will keep confidential this information and any other information which Consultant may acquire with respect to COMPANY NAME HERE's business, including such information developed by Consultant, unless and until COMPANY NAME HERE consents to disclosure, or unless such knowledge and information otherwise becomes generally available to the public through no fault of Consultant. Consultant will not disclose to others, without COMPANY NAME HERE's consent, the fact that Consultant is acting on behalf of COMPANY NAME HERE. This undertaking to keep information confidential will survive the termination of this agreement. At the termination of this agreement, Consultant will return to COMPANY NAME HERE all drawings, specifications, manuals and other printed or reproduced material (including information stored on machine readable media) provided by COMPANY NAME HERE to Consultant and all copies of such information made by Consultant.

5. Conflicts of Interest

Consultant represents that he/she has advised COMPANY NAME HERE in writing prior to the date of signing this agreement of any relationship with third parties, including competitors of COMPANY NAME HERE, which would present a conflict of interest with the Services or which would prevent Consultant from carrying out the terms of this