FAGRON ACADEMY COMPOUNDING TECHNICAL SERVICES (FACTS) CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is made effective as of the ____ day of ____, 20____ (the "Effective Date"), by and between ________________________________ ("Company") and Fagron Academy, a Florida corporation ("Consultant"). Company and Consultant are each referred to herein as a "party" and collectively as the "parties".

RECITALS
WHEREAS, Consultant is currently engaged in the business of (a) the wholesale and distribution of active and inactive pharmaceutical ingredients, bases, supplies, and equipment ("Products"), (b) education related to the compounding of customized medication by compounding pharmacies, and (c) consulting with compounding pharmacies regarding certain matters related to pharmaceuticals; WHEREAS, Company is a compounding pharmacy that is appropriately licensed in the states that it conducts business and desires to engage Consultant to provide Company with certain consulting services pursuant to the terms of this Agreement; and WHEREAS, Company and Consultant desire to set forth in writing the terms and conditions of their agreements and understandings.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises and undertakings herein contained, the consideration set forth hereafter, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending legally to be bound, hereby agree as follows:

TERMS AND CONDITIONS

1. Consulting
   a. Subject to the terms of this Agreement, Company hereby engages Consultant for a period of one (1) year from the Effective Date (the "Term") as a consultant to Company, unless such engagement is earlier terminated pursuant to the terms of this Agreement. During such engagement and except as provided herein, Consultant will provide Company with (i) research and consulting services related to pharmaceutical regulatory guidelines, (ii) consulting services related to pharmaceutical equipment use, (iii) access to Consultant’s database of example pharmaceutical formulas (the “Example Formulas”), and (iv) technical information regarding certain pharmaceutical products (collectively, the "Services").
   b. The Services will be provided (i) by employees, contractors or agents of the Consultant ("Consultant Representatives"), (ii) through telephone, email or other electronic communication between the Consultant Representatives and representatives of Company, and (iii) during Consultant’s normal business hours, except as may be otherwise determined by Consultant. Company understands and agrees that Consultant, in its sole discretion, may at any time alter, change or eliminate any of the Services or how such Services are offered.

2. Termination
   Company’s engagement of Consultant pursuant to this Agreement may be immediately terminated by either party at any time during the Term upon written notice thereof to the other party. If not so terminated, Company’s engagement of Consultant will automatically terminate upon the expiration of the Term. Upon the termination of the Company’s engagement of Consultant pursuant to the terms of this Agreement and except as provided herein, all rights, duties and obligations of the parties under this Agreement shall immediately terminate.

3. Consulting Fees
   As remuneration for the Services to be rendered to Company by Consultant under this Agreement, Company shall pay Consultant a fee of $1,200 (the "Consulting Fee"), which shall be due and payable on the earlier of (a) the last day of the Term, and (b) the date the consulting engagement is terminated pursuant to the terms of this Agreement (such earlier date referred to in this Paragraph 3 as the “Final Date”). In the event that, between the Effective Date and the Final Date, Company purchases at least $5,000 worth of combined Products from Fagron Companies (B&B Pharmaceuticals, Fagron US, and/or Freedom Pharmaceuticals), then the Consulting Fee will be waived by Consultant and will not be owed by Company.
4. **Representations and Warranties**
   Company represents, warrants and covenants to Consultant that: (a) throughout the Term, Company will maintain all licenses and permits necessary to conduct the business in which it is engaged, (b) throughout the Term, Company will remain compliant with all terms of United State Pharmacopeia ("USP") Chapter 795 and, if applicable to Company, USP Chapter 797, (c) throughout the Term and thereafter, Company will not solely rely on any Example Formulas that are accessed by Company pursuant to the terms of this Agreement, and that Company will undertake any and all steps necessary to independently verify any formulation, concentrations, and raw amounts of components provided in the Example Formulas, including any formulation that is the same or similar to any Example Formula, that is used in Company’s business, to ensure the accuracy of all product components and component concentrations, as well as the compatibility and stability of all formulation components, and (d) throughout the Term, Company will ensure that it will not infringe, misappropriate, or violate any intellectual property rights of any third party, related in any way to the Services, including the patents, trademarks, copyrights, and trade secrets of any third party. Company’s representations, warranties and covenants, and obligations and duties related thereto, shall survive the termination of Company’s engagement of Consultant in perpetuity.

5. **Independent Contractor Relationship**
   It is understood, agreed, and it is the intention of the parties that the relationship between them is an independent contractor relationship. Neither party is an agent, partner, co-venturer, owner or representative of the other, and neither party shall have the right to bind the other to any contract or commitment, oral or written, expressed or implied. Each party hereto covenants and agrees that they will not hold themselves out to the public or others as an agent, partner, co-venturer, owner or representative of the other, and further covenants and agrees that they will not execute contracts binding on the other party without the other party’s express prior written consent. In the event of the breach of this Paragraph by a party hereto, such breaching party shall indemnify and hold the other party harmless from and against any and all claims, causes of action, obligations or liabilities of any nature whatsoever arising out of or in connection with such breach. The parties rights, duties and obligations related to this Paragraph shall survive the termination of Company’s engagement of Consultant in perpetuity.

6. **Confidential Information**
   a. Company acknowledges that in order for Consultant to provide the Services, it shall be necessary for the Consultant to disclose to Company certain Confidential Information (as defined below). Company agrees that it will (i) only use the Confidential Information in connection with its business as it is being conducted as of the Effective Date, (ii) only disclose the Confidential Information to the Company’s officers and employees who have a need to know such information and agree in writing to be bound by the obligations of this paragraph of the Agreement, and (iii) will not disclose the Confidential Information to any other individual or entity unless the Consultant consents in writing prior to such disclosure. All rights, duties and obligations related to this paragraph remain in effect in perpetuity after Consultant’s engagement is terminated.

   b. As used herein, “Confidential Information” shall mean any and all information, data, reports, analyses, compilations, records, notes, summaries, discussions, studies, sketches, graphs, designs, photographs, drawings and other materials (in whatever form or media maintained) containing or reflecting information relating to the Consultant or the Services provided to, learned or developed by Company or its officers, employees, agents or others during the Company’s engagement of Consultant pursuant to the terms of this Agreement. Confidential Information includes but is not limited to: (i) information or materials which relate to the Consultant’s assets, liabilities, properties, accounts, financial information, budgets, operations, marketing studies, plans and materials, services, products, processes, trade secrets, intellectual property or other proprietary rights, know-how, concepts, ideas, inventions, discoveries, research and development, business plans, models or strategies, manufacturing or distribution methods, processes or systems, software and related documentation, object code, source code, database technologies, systems, structures, architectures, customers, customer lists, customer requirements, vendors, suppliers, advertisers, personnel, training techniques, pricing and other proprietary information; (ii) all data, reports, analysis, compilations, extracts, summaries, writings, studies, interpretations, forecasts, records or other materials (whether documentary, electronic or otherwise) prepared by or on behalf of the Consultant that relate to, are based on or contain any of the information listed in (i) above or that reflect a summary, review or evaluation of any of the business, plans, operations, data, documents or customers of the Consultant; (iii) the existence of any discussions or negotiations between the parties; and/or (iv) any other information which is marked or expressly designated as
“Confidential” by the Consultant, or by reason of its nature would reasonably be concluded to be of a confidential nature. All Confidential Information, including any materials that contain any Confidential Information, shall be returned to the Consultant immediately upon termination of the engagement of Consultant.

7. Delegation of Duties and Assignment of Rights
Neither party may delegate the performance of any of its obligations or duties hereunder, or assign any rights hereunder except upon the prior written consent of the other party. In the event of an assignment or delegation by a party, respectively, each reference in this Agreement to such party shall include such assignee or delegate from and after the date of such assignment or delegation.

8. Waiver of Breach
The waiver by Consultant or Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof.

9. Severability
The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity and enforceability of the other provisions.

10. Responsibility
As a material inducement to Consultant to enter into this Agreement with Company, Company agrees that it shall not attempt to exercise any control or direction over Consultant, or over the manner and means by which Consultant shall perform the Services. Consultant shall be and remain free and fully responsible for the proper performance of the Services. Included in such responsibility is the right to direct and control the performance of the Services provided for herein.

11. Applicable Law
This Agreement shall be construed and performed according to the laws of the state of Florida without regard for the conflicts of laws principles thereof, and shall be binding upon the parties thereto, their successors and assigns. The parties hereto, by their signature at the end of this Consulting Agreement, hereby agree that appropriate jurisdiction and venue for any and all claims under this Agreement or related in any way to the Agreement or the subject matter hereof shall be in the state and federal courts located in Miami-Dade County, Florida. The parties hereto waive any right they may have to remove said litigation to any other court in the United States.

12. Notice
Any notice required to be given shall be sufficient if it is in writing and sent by certified mail or registered mail, return receipt requested, first class postage prepaid, to the appropriate address listed on the signature page hereto.

13. Entire Agreement
This Agreement, and the documents and agreements referred to herein and executed in connection herewith contains the entire agreement and understanding by and between Company and Consultant with respect to the herein referenced engagement. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party intended to be bound.

14. Indemnity
During the Company’s engagement of Consultant pursuant to the terms of this Agreement and anytime thereafter:

a. Company shall, at Company’s sole expense, indemnify, defend and hold the Consultant and its directors, officers, employees, owners, agents, and affiliates (collectively “Indemnified Party” or “Indemnified Parties”) harmless from and against all claims, actions, liabilities, losses, expenses, damages, judgments and costs (including without limitation reasonable legal expenses and attorneys’ fees) (collectively, “Losses”) that may at any time be incurred by the Consultant that directly or indirectly arise out of or relate to any breach by Company, its employees, officers, agents or representatives of any of the representations, warranties, covenants, or terms of this Agreement.

b. Company shall, at Company’s sole expense, indemnify and hold harmless the Indemnified Parties against all Losses arising out of or relating to any claims, suits, actions, demands, or other proceedings instituted by any person or entity (“Claims”) against any Indemnified Party or Company alleging that the manufacture, use, importation, offer for sale, or sale of any formulation that is the same or similar to any Example Formula, infringes, induces infringement, misappropriates, or otherwise violates any intellectual property rights of any third party.

c. Company shall, at Company’s sole expense, indemnify and hold harmless the Indemnified Parties against all Losses arising out of or relating to any Claims against the Indemnified Parties or Company alleging that any Indemnified Party or Company is liable as a
contributory infringer for any acts associated with the sale, offer for sale, distribution, or solicitation within the United States, or importation into the United States, of a component of a patented machine, manufacture, combination, or composition, or a material or apparatus for use in practicing a patented process, constituting a material part of a product or process protected by one or more patents of a third party.

d. Company shall, at Company’s sole expense, defend, indemnify, save and hold harmless the Indemnified Parties from and against any and all Losses arising out of any use of one or more trademarks of any third party. The indemnification includes any Claims asserted in or related to lawsuits, oppositions, Uniform Domain-Name Dispute Resolution Policy proceedings, or other proceedings against Company or the Indemnified Parties for infringement of the one or more trademarks of any third party.

e. Company shall, at Company’s sole expense, indemnify and hold harmless the Indemnified Parties from and against any and all Losses arising out of any actual or alleged death or injury to any person or damage to any tangible property resulting or claimed to result wholly or in part from any formulation that is the same or similar to the Example Formula.

15. Remedies

Company acknowledges that the injury that would be suffered by the Consultant as a result of a breach of the provisions of this Agreement by Company or by Company’s partners, agents, representatives, servants, employers, independent contractors and/or any and all persons directly or indirectly acting for or with Company would be irreparable and that an award of monetary damages to Consultant for such a breach would be an inadequate remedy. Consequently, Consultant will, at any time, have the right, in addition to any other rights it may have, to obtain injunctive relief to restrain any breach or threatened breach or otherwise to specifically enforce any provision of this Agreement, and Consultant will not be obligated to post bond or other security in seeking such relief, provided that if such a bond or security is required by any law, court or governmental authority, the amount of such bond shall be five hundred dollars ($500.00). Any and all of Consultant’s remedies for the breach of this Agreement shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any and all other remedies with respect to the subject matter of this Agreement.

16. IN WITNESS HEREOF, the parties execute this Agreement as of the Effective Date.

COMPANY: ____________________________________________

Address: ____________________________________________

_____________________________________________________

By: __________________________________________________ (signature)

Name: _________________________________________________

Title: __________________________________________________

CONSULTANT: Fagron Academy

Address: 1111 Brickell Ave, Suite 1550

Miami, FL 33131

By: __________________________________________________ (signature)

Name: _________________________________________________

Title: __________________________________________________