

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter "Agreement") is entered into effective as of January 28, 2008 which is the date services begin to be provided under this agreement by and between Turner Effect (hereinafter "TE") and WSU Boonshoft School of Medicine (hereinafter "Client").

1. Professional Services. The parties agree that TE shall provide and Client has the right to purchase professional services in connection with marketing and research for the Wright State University School of Medicine and Wright State Physicians (hereinafter "Professional Services") over a 16 week period beginning January 28, 2008, as identified in and in accordance with the schedule in the attached Exhibit A, which is hereinafter referred to as Professional Services. The work resulting from the services shall be deemed accepted unless objected to in a detailed writing within thirty (30) days after performance or delivery, thereof. If Client rejects any services within the thirty (30) day period, then either party may, at its option, either correct any deficiency or terminate this Agreement without further obligation. In the event of such termination, Client shall only be obligated to pay for Professional Services provided but not rejected. TE shall not be liable for delays in or failure to perform its Professional Services caused by changes requested by Client unless such delays are due to acts or omissions of TE.

2. Payment. Client shall pay TE for the Professional Services, as set forth in the attached Exhibit A. Payments shall be paid to TE within thirty (30) days after date of invoice from TE for Professional Services rendered. TE will invoice Client monthly and electronically for a summary of services rendered in the previous month. Detailed invoices shall be provided.

3. Reimbursement of TE's Expenses. Client shall also pay TE all reasonable out-of-pocket and direct expenses as outlined in the investment section of the proposal in furtherance of its performance hereunder as agreed by the client. Should it be required of TE to travel beyond the established place of work at the request of Client, Client will reimburse TE consistent with Client's travel policy for its own personnel. Client shall reimburse TE for all direct expenses within thirty (30) days of receiving an invoice from TE.

4. Term. This Agreement and the obligation of either party hereunder shall continue for a period of up to 4 months commencing January 28, 2008 and ending May 19, 2008. Either party may, upon thirty (30) days written notice to the other, terminate this agreement without liability to the other (except Client shall remain liable for Professional Services rendered prior to the date of any termination). Either party may also terminate upon written notice in the event of the happening of any of the following or any other comparable event (a) insolvency of the other party; (b) filing of a voluntary petition in bankruptcy by the other party; (c) filing of any involuntary petition in bankruptcy against the other party; (d) appointment of a receiver or trustee for the other party; (e) or execution of an assignment for the benefit of creditors by the other party, provided that such petition, appointment or assignment is not vacated or nullified within thirty (30) days of such event; (f) a material breach by the other party of any of the terms and conditions of this Agreement, which breach continues or is not remedied to the satisfaction of the terminating party, within fifteen (15) days of written notice of such breach; (g) the sale or transfer of a majority interest in the non-terminating party to third parties which, as of the date of this Agreement, do not currently own or exercise such majority interest in the non-terminating party.

5. Independent Contractor. The parties' relationship to the other shall be that of an Independent Contractor. Nothing contained herein shall create a joint venture or other relationship, other than that of Independent Contractors, between parties. TE shall be responsible for the control and direction of all of all of its own employees. The parties agree that they will each comply with all laws and regulations relative to Workers Compensation, all occupational safety and health standards promulgated by the Secretary of Labor under the Occupational Safety and Health Act and any other laws, regulations or statutes applicable to the employment of their own employees.

6. Method of Performing Services. TE in conjunction with Client shall mutually define the type and parameters of the Professional Services offered hereunder, which are generally described at Exhibit A. TE shall generally determine the methods, details, and means of performing the Professional Services to be provided to Client. Client shall, however, be entitled to review and approve or make suggestions or recommendations and the right to propose modifications to work provided, however, that Client agrees to compensate TE for

such suggestions, recommendations or proposals of Client that results in additional work which changes the Professional Services offered hereunder:

7. Employees of Independent Contractor. TE may employ as many employees as required to perform Professional Services hereunder, such matter resting entirely within its own discretion. Client need not be advised of the employment of such individuals, that any such individuals rendering Professional Services hereunder shall be qualified by education, experience, or otherwise to do so and shall be required to adhere to the applicable terms and conditions of this Agreement.

8. Reporting. TE and Client shall use reasonable efforts to develop appropriate administrative or working procedures for coordination of the Professional Services provided hereunder. Client shall periodically provide TE with feedback on TE's performance, and shall immediately notify TE of any deficiencies of performance. Any deficiency that Client does not notify TE of within thirty (30) days of discovery of such deficiency is waived.

9. Place of Work. TE will perform its work for Client primarily on TE's premises. All representatives of either party hereto, while at the premises of, or designated by, the other party, shall comply with all rules and regulations established at such premises.

10. No-hire. Neither party will directly or indirectly solicit or offer employment to an employee of the other without the consent of the other party during the term hereof and within one year of the date of the termination of the contract, except with the written consent of the other party. Neither party will knowingly directly or indirectly solicit or offer employment to any person who has terminated employment with TE or Client, within 180 days of such termination without consent of the other party. Each party hereby agrees that the other party may obtain and hereby consents to an injunction or any other remedy available in equity or at law to enforce this provision.

11. Use of Client Technology, Information, and Ownership of Work Product. If, in the course of performing the Professional Service(s), it is necessary for TE to access Client equipment or technology, information or intellectual property-Client shall cooperate in providing TE reasonable access to the minimally necessary equipment, technology, information or intellectual property, all of which shall be regarded by TE to be confidential and proprietary, and subject to the confidentiality terms hereof. Such confidential information shall be used solely

for the purposes of delivering the Professional Service(s) to Client. Client shall own all Work Product resulting from the Professional Services performed. Except for the terms and conditions of the confidentiality provision hereunder, nothing in this Agreement shall restrict TE from utilizing or disclosing its experience, skill, information, or know-how gained in producing the Work Product when providing services to other customers and such use shall be without restriction, fee or obligation to Client.

12. Warranties and Disclaimers of Warranties. Both parties represent that they have the authority to enter into this Agreement. Client agrees that TE does not guarantee or warrant the Professional Services and the success of any program or work product resulting from the Professional Services. The Professional Services or any work product are provided on an "as is" basis, and Client's use of any Work Product is at its own risk. TE does not make, and hereby disclaims any and all other express and/or implied warranties, including but not limited to, warranties of merchantability, fitness for a particular purpose and any warranties arising from a course of dealing, usage, or trade practice. TE does not warrant that the Professional Services will be error-free. TE agrees to defend, indemnify and hold harmless Clients and its affiliates from and against any and all claims filed by any third party arising from a breach of confidentiality hereunder or from the use of the Confidential Information.

Except as to fees owed for Professional Services rendered by TE and direct expenses incurred by TE, in no event will either party be liable or responsible to the other for any type of incidental, punitive, indirect or consequential damages, including but not limited to, lost revenue, lost profits, replacement goods, loss of technology, rights or services, loss of data, or interruption or loss of use of service or equipment, even if advised of the possibility of such damages, whether arising under theory or contract, tort (including negligence), strict liability or otherwise.

The parties acknowledge that TE has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and limitation on damages set forth herein and that the same are reasonable and form an essential element or basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

13. Confidentiality. For purposes of this Agreement, "Confidential Information" shall mean information identified by Client in writing as confidential at the time of disclosure to TE.

Notwithstanding anything to the contrary in this Agreement, as a condition to and for consideration of Client allowing TE access to certain Confidential Information, TE agrees to treat the Confidential Information with strict confidence. TE shall not disclose such Confidential Information, or any research regarding Client or any the work product created by TE directly relate to arising out of this Agreement concerning the Client, to any third party without Client's written permission. TE will not use the Confidential Information in any way that is detrimental to Client or its affiliates, agents, employees or patients for its own benefit except in connection with the Professional Services. Confidential Information does not include information which becomes generally available to the public or to TE on a non-confidential basis from a source other than Client or its agents, provided such source is not bound by confidentiality to Client. TE agrees that any protected health information ("PHI", as defined in 45 CFR 164.501) that may be disclosed hereunder shall be treated as confidential and held and secured by TE in compliance with all applicable state and federal laws governing the confidentiality of such information, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). As applicable, this Agreement shall be deemed to incorporate all terms that HIPAA requires to be included in a Business Associate Agreement pertaining to such information, with TE acting as the Business Associate of Client for purposes of information exchanged hereunder that may include PHI.

14. Compliance with All Laws. TE shall, in the performance of the Professional Services, comply with all laws, ordinances, rules and regulations of all governmental bodies having jurisdiction and requirements relating thereto, including obtaining of any and all licenses and/or approvals necessary for performance of Professional Services. TE shall pay all unemployment, social security and payroll taxes, sales or use taxes or all other similar taxes or charges in connection with their own employees, agents, or contractors utilized in the performance of the Professional Services.

15. Force Majeure. Neither party shall be liable to the other party for any failure or delay caused by events beyond its control, including, without limitation, the other party's failure to furnish necessary information, or failure or delays in communication. Neither party shall be responsible for any delay or for non-performance which occurs in the event of fire, flood, explosion, the elements, or other catastrophe, acts of God, war, riot or civil

disturbance which substantially effects either party's operations, or for any other reason beyond the control of the parties hereto.

16. Waiver. No waiver or breach of any term, condition or obligation of this Agreement shall be deemed a waiver of similar terms in the future. Failure of any party at any time to require strict performance by the other party of any provisions hereof shall in no way affect the full right to require such performance at any time thereafter.

17. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Ohio, without regard for its choice of law rules. Any suit between the Parties shall be brought only in a court of competent subject matter jurisdiction within Montgomery County, Ohio, and the parties consent to the jurisdiction and venue of such court.

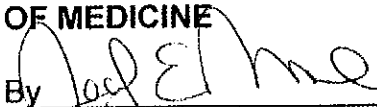
18. Assignment. The parties hereto agree that this Agreement is not assignable by either party without first obtaining the written consent of the other party, which shall not be unreasonably withheld.

19. Entire Agreement and Neutral Interpretation. This Agreement and its attached Exhibits and addendums contain the entire agreement among the parties hereto with respect to the subject matter hereof. There are no representations, arrangements, understandings, or other agreements, oral or written, among or between the parties hereto except as set forth herein. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or be invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. The Parties acknowledge that they have had opportunities to consult with their respective attorneys and to discuss and negotiate all terms under which the Professional Services are provided. This Agreement is a negotiated document and shall be deemed as drafted jointly by the parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the parties. This Agreement shall be construed and interpreted in a neutral manner. All notices hereunder shall be given in writing to the party owed notice at its business address by a commercially reasonable means of receipted delivery and shall be deemed given


when received.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

**WSU BOONSHOFT SCHOOL
OF MEDICINE**

By 
Name Jocelyn E. Piccone
Title COO
Add Address _____

TURNER EFFECT

By 
Title: Elaine Dean Vice President
137 N. Main Street
Suite 400
Dayton, OH 45402

Date _____, 2008

Date: January 25, 2008

cc: Jocelyn Piccone
Add Address _____

EXHIBIT A

PROFESSIONAL SERVICES TO BE PROVIDED:

Turner Effect will support the WSU Boonshoft School of Medicine and Wright State Physicians in a branding effort to increase their recognition among the community and other key stakeholders. Turner Effect recommends accomplishing this task by executing a series of phases in order to develop two distinct brands in a cohesive relationship to the Wright State University brand.

Phase I

Initial Research/ Baseline: This research will include the community opinion and awareness of the current WSU Boonshoft School of Medicine and Wright State Physicians brands.

Messaging Sessions: Turner Effect will conduct two messaging sessions with key stakeholders from WSU Boonshoft School of Medicine and Wright State Physicians to begin the development of core key words and themes for each organization.

Brand Development: Turner Effect will develop three possible brand options for both WSU Boonshoft School of Medicine and Wright State Physicians.

Brand Validation: Focus group studies and web surveys will be conducted with key stakeholders to determine the strongest brand for each entity.

Vital Signs: Development of a magazine template for the Spring 2008 *Vital Signs* magazine will take place.

Web site Usability Analysis: An evaluation of the function and presentation of the WSU Boonshoft School of Medicine and Wright State Physicians Web sites will be conducted. A revised site map will be created for each site.

Phase II

Final Creative for Brand Application: Turner Effect's creative team will modify and finalize the WSU Boonshoft School of Medicine and Wright State Physicians brands based on research findings and prepare them for practical application.

Strategic Marketing Plan: Turner Effect will develop a 12-month strategic marketing plan, including projected budgets, that will increase the recognition of WSU Boonshoft School of Medicine and Wright State Physicians.

Phase III

Implementation: Execute the redesign of the WSU Boonshoft School of Medicine and Wright State Physicians

Web sites and work in partnership with both organization's IT departments to post two fully-functioning sites.

Deliver press-ready artwork for the Spring 2008 *Vital Signs* magazine.

FEE STRUCTURE

Total Fees: \$92,000

The above fee (\$92,000) shall be paid in 5 installments. Upon signing the contract, client will pay 30% of \$92,000 in the amount of \$27,600; the remaining monthly payments in the amount of \$16,100 will be invoiced at the end of each month commencing February and ending in May. The monthly payment shall be due within thirty (30) days after date of invoice from TE.

Total project billings will not exceed 10% above Professional Fees without prior approval of Client.

PAYMENT SCHEDULE

30% of Professional Fees in the amount of \$27,600 due upon signature of contract. The remainder of the monthly payments will follow the schedule below.

Invoice Date	Amount
February 28	\$16,100
March 28	\$16,100
April 28	\$16,100
May 19	\$16,100

Upon prior client approval, out-of-pocket/direct expenses shall be billed as incurred.

Due 30 days after date of invoice