

**CAL-X STARS BUSINESS ACCELERATOR, INC. DBA LEONHARDT'S LAUNCHPADS  
and  
LEONHARDT'S LAUNCHPADS UTAH, INC.**

**CONSULTING ADVISORY AGREEMENT**

**THIS CONSULTING AGREEMENT** (this "Agreement") is made and entered into this 26th day of June 2016, by and between Cal-X Stars Business Accelerator Inc. DBA Leonhardt's Launchpads a California corporation and Leonhardt's Launchpads Utah, Inc. a Utah C corporation (the "Company) and \*\*\*\*\* the "Advisor or Consultant").

**RECITATIONS**

A. The Company recognizes that the Consultant possesses extensive knowledge and experience regarding the businesses in which the Company is engaged and all aspects of the Company's operations. The Company believes that the Consultant's business advice will be extremely beneficial to the Company and wishes to obtain such advice and the benefit of the Consultant's knowledge and experience.

B. The Company desires to retain the services of the Consultant and the Consultant desires to provide services to the Company, subject to the terms and conditions set forth in this Agreement.

**OPERATIVE PROVISIONS**

In consideration of the foregoing recitations, the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the parties hereto, intending legally to be bound, hereby covenant and agree as follows:

**ARTICLE I  
Engagement**

**1.1 Engagement of Consultant.** The Company hereby engages the Consultant and the Consultant hereby agrees to provide consulting services as set forth in Section 1.2 of this Agreement (the "Services").

**1.2 Services to be Provided.**

**A. Services.** During the term of this Agreement, the Consultant personally shall perform the following services: (i) serve as a member of the Company's Advisory Board and as such assist the Company in the following matters;

- Provide guidance to our startups and accelerator based on your experience.
- Help with grant applications.
- Help introduce us to help in building and testing prototypes.

- Increase awareness of Leonhardt’s Launchpads portfolio companies and accelerator with regular periodic posts on social media platforms (minimum expectation of one post monthly).
- Advise Leonhardt’s Launchpads and Leonhardt’s Launchpads Utah operated by Cal-X Stars Business Accelerator on how to best grow our business.
- Review periodic emails sent to advisory board for input.
- Participate in at least one formal advisory board meeting in person or by video/audio conference annually. This can be in a group setting or one on one in your office or another location with any of our senior management team members.
- Introduce potential clients, vendors, partners and investors to Leonhardt’s Launchpads by Cal-X Stars Business Accelerator, Inc. and Leonhardt’s Launchpads Utah, Inc.
- Help advise our startups on the direction of their research and development including when applicable research study protocol design.
- Assist with product development particularly in the area of combination stimulators + micro pumps for organ regeneration and compositions and matrixes delivered via the pump.

**B. Performance of Services.** The Consultant is responsible for reasonably determining the method, details and means of performing the services required under this Agreement. The Consultant shall maintain all permits, licenses and authorizations necessary to Consultant’s performance of services hereunder and shall at all times perform such services and conduct Consultant’s business and affairs in accordance with all applicable federal, state and local laws and regulations. Such consultation may be by telephone, in writing or by other method of communication which the Company and the Consultant mutually agree. The Consultant shall provide the Services required hereunder in California or such other location or locations which the Consultant and the Company mutually agree.

**C. Hours.** Notwithstanding any other provision of this Agreement, it is agreed that the Consultant shall not be required to devote any minimum amount of time during any particular week or year, but shall perform services pursuant to this Agreement on an “as needed” basis at such times and for such periods as the Company and Consultant mutually agree. The Consultant shall use his best efforts in good faith to provide consulting services when requested to do so by the Company. For purposes of this Agreement both parties have determined that the minimum number of annual hours of services provided by Consultant shall be minimum of fourteen (14) hours.

**1.3 Term of Agreement.** The term of this Agreement shall commence on \*\*\*\*\*, 201( and shall continue until \*\*\*\*\*, 2020 (the “Term”), unless terminated in accordance with the provisions of Article 3 hereof. **This Agreement will not be presumed renewed for an additional annual period automatically unless both parties provide a written notice by email. Under no circumstances may any advisor accumulate more than 150,000 shares or share options without signing an entirely new agreement with a new start date.**

**1.4 Nature of Consulting Relationship.** It is agreed and understood by the parties to this Agreement that, for all purposes, during the term of this Agreement, the Consultant shall serve solely as an independent contractor of the Company and shall not be an employee of the Company in any capacity. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Consultant and Company. As an independent contractor, the Consultant (a) shall accept any directions issued by the Company pertaining to the goals to be attained and the results to be achieved by him, but shall be solely responsible for the manner and hours in which he will perform his services under this Agreement, (b) shall not be entitled to any employee or fringe benefits

available to employees of the Company, and (c) shall be solely responsible for the payment of any federal, state and local taxes applicable to the fees and expenses paid or payable by the Company in connection with Consultant's engagement.

## **ARTICLE II** **Compensation**

**2.1 Compensation.** In consideration for the services to be provided by the Consultant pursuant to Section 1.2 hereof, upon execution of this Agreement and subject to the execution of all other applicable agreements, **the consultant shall receive a compensation rate of \$200 per hour for direct pre-authorized consulting time above and beyond ordinary basic advisory board duties. Payment shall be made in cash or in shares of common stock at the Company's preference. Statements of the time spent for such consulting services should be received by Cal-X Stars by no later than the 15<sup>th</sup> day of the subsequent month. In addition to hourly enumeration the advisor shall receive:**

- **Annually\* 50,000 shares of Cal-X STARS BUSINESS ACCELERATOR, INC. OR Leonhardt's Launchpads Utah, Inc. stock OR options exercisable at the lowest exercise price given anyone in that given year. The choice of receiving stock or options is that of the advisor as determined by their own tax planning**

*\* If agreement is cancelled by either party before annual service is completed the allocation of shares or options will be pro-rata matching with the months of service provided.*

**2.2 Expense Reimbursement.** Upon the submission of proper substantiation by the Consultant, and subject to such rules and guidelines as the Company may from time to time adopt, the Company shall reimburse the Consultant for all reasonable expenses actually paid or incurred by the Consultant during the Term in the course of and pursuant to the business of the Company, including without limitation travel and lodging expenses necessarily incurred in performing the Services required hereunder. The Consultant shall account to the Company in writing for all expenses for which reimbursement is sought and shall supply to the Company copies of all relevant invoices, receipts or other evidence reasonably requested by the Company. Expenses and out of ordinary consulting services @ \$200 per hour will only be reimbursed for activities where prior written authorization has been provided by Cal-X Stars and where mutual understanding of the budgetary scope of expenses is understood and agreed upon ahead of time.

## **ARTICLE III** **Termination**

**3.1 Termination.** Notwithstanding anything to the contrary contained in this Agreement, the engagement and provision of Services under this Agreement shall terminate only on the earliest of:

- (i) the expiration of the Term as set forth in Section 1.3; or

(ii) the date on which one party (the “Terminating Party”) provides written notice by email of such termination to the other party. Any shares or options earned to that date will be provided pro-rata to the consultant within a reasonable period after either party cancels.

(iii) if there is no email communication between the advisor and the company management or board from the advisor in an advising capacity for a 12 month period the agreement is automatically cancelled and the advisor has 90 days to exercise their options.

(iv). if the advisor threatens a law suit against the company, management or board in any form, even subtle, the advisory and stock option agreement is cancelled automatically and instantly with no right to exercise the options.

(v). if the advisor willingly and knowingly breaks the confidentiality of the company’s confidential information with a competitor or potential competitor all stock options are voided immediately with no right to exercise.

#### **ARTICLE IV** **Restrictive Covenants**

**4.1 Confidentiality.** The Consultant agrees to keep all Confidential Information (as defined in Section 4.2 herein) strictly and permanently confidential and agrees that he shall not at any time (whether during or after the Term) directly or indirectly use for any purpose, or disclose or permit to be disclosed to any person or entity, any Confidential Information. The Consultant acknowledges that the Confidential Information constitutes unique and valuable assets of the Company and such Confidential Information was acquired at great time and expense by the Company, and that any disclosure or other use of such Confidential Information, other than for the sole benefit of the Company, would be wrongful and would cause irreparable harm to the Company.

**4.2 Confidential Information.** The term “Confidential Information” means any non-public information (whether or not in written form and whether or not expressly designated as confidential) relating directly or indirectly to the Company or any of the Company’s subsidiaries or affiliates or relating to the business, operations, financial affairs, performance, assets, investments, technology, processes, products, contracts, customers, licensees, sublicensees, suppliers, personnel, plans or prospects of the Company or any of the company’s subsidiaries or affiliates, including such information consisting of or otherwise relating directly or indirectly to trade secrets, know how, technology, designs, drawings, processes, license or sublicense arrangements, formulae, proposals, customer lists or preference, pricing lists, referral sources, marketing or sales techniques or plans, operation manuals, service manuals, financial information, projections, lists of suppliers or distributors or sources of supply; *provided, however*, that “Confidential Information” shall not be deemed to include information which, at the time of initial disclosure to the Consultant, is part of, or without violation of this Agreement or fault of the Consultant becomes part of, the public knowledge of literature and is readily accessible to third parties.

**4.3 Documents, Records, etc.** All documents, records, data, apparatus, equipment and other physical property, whether or not pertaining to Confidential Information, which are furnished to the Consultant by the Company or are produced by the Consultant in connection with the Consultant's service with the Company, if not otherwise indicated by the Consultant, will be and remain the sole property of the Company. The Consultant will return to the Company all such materials and property as and when requested by the Company. In any event, the Consultant will return all such materials and property immediately upon termination of the Consultant's service with the Company for any reason. The Consultant will not retain with the Consultant any such material or property or any copies thereof after such termination.

**4.4 Cooperation in Perfecting Rights to Inventions.**

**A.** Consultant hereby agrees to perform, during and after his services with the Company, all acts deemed necessary or desirable by the Company to permit and assist it, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Inventions hereby assigned to the Company. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in the registration and enforcement of applicable patents, copyrights, mask-works or other legal proceedings.

**B.** In the event that the Company is unable for any reason to secure the Consultant's signature to any document required to apply for or to execute any patent, copyright, mask work or other applications with respect to any Invention (including improvements, renewals, extensions, continuations, divisions or continuations in part hereof), the Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as his agents and attorneys-in-fact to act for and on his behalf and instead of the Consultant, for the sole and limited purpose of executing and filing any such application and doing all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or other rights thereof with the same legal force and effect as if executed by the Consultant.

**C.** For purposes of this Agreement, the term "Inventions" means all "Software Inventions" and "Hardware Inventions." As used in this Agreement, the term "Hardware Inventions" means any new or useful improvement, idea or invention whether or not patentable, and all related concepts, designs, mask works, trademarks, formulae, processes, manufacturing techniques, trade secrets, artwork or other copyrightable or patentable works, including all right to obtain, register, perfect and enforce these proprietary interests. As used in this Agreement, the term "Software Inventions" means any new or useful improvement, idea, invention whether or not patentable, and all related concepts, designs, programming tools, manufacturing techniques, trade secrets or other copyrightable or patentable works, including all rights to obtain, register, perfect and enforce these proprietary interests.

**ARTICLE V**  
**Miscellaneous**

**5.1 Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, both written and oral, among the parties hereto. This Agreement may not be amended or modified in any way except by a written instrument executed by the Company and the Consultant.

**5.2 Special Provisions and Covenants.** The advisor will honor these provisions and covenants...

- a. Advisor will adhere to the policies of our employee and quality manuals when engaging our employees or our quality systems.
- b. Advisors receiving stock options agree to all the terms of our standard stock option agreement given to all advisors, employees and suppliers/contractors receiving stock options or stock. A copy of our Master Stock Option Agreement may be found on our web site here - <https://leonhardtventures.com/master-stock-option-agreement/>
- c. Advisors agree to follow our management principles as published in our Annual Report here - [https://2ho06i23weps2hx3g346udzo-wpengine.netdna-ssl.com/wp-content/uploads/2017/11/cal-x\\_stars\\_annual-report\\_2017\\_v15\\_web.pdf](https://2ho06i23weps2hx3g346udzo-wpengine.netdna-ssl.com/wp-content/uploads/2017/11/cal-x_stars_annual-report_2017_v15_web.pdf) AND BELOW under the signature page.
- d. Advisors agree to follow and support our business model of 30 startups in an innovation accelerator focused on organ regeneration and recovery with a business plan to seek out a strategic partnership after first-in-man study results of a representative full product.

**5.3 Notice.** All notices under this Agreement shall be in writing and shall be given by personal delivery, or by registered or certified United States mail, postage prepaid, return receipt requested, to the address OR BY EMAIL as set forth below:

If to the Consultant: Advisor – \*\*\*\*\*

If to the Company:

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Second Heart Assist, Inc. &  
Leonhardt's Launchpads Utah, Inc.  
370 S, 300 E, Salt Lake City, UT 84111

Leonhardt's Launchpads  
Cal-X Stars Business Accelerator, Inc.  
12655 W Jefferson Blvd, Los Angeles, CA 90066

Email [howard@leonhardtventures.com](mailto:howard@leonhardtventures.com)

Phone Google Voicemail (424) 291-2133, Fax (866) 829-0929

or to such other person or persons or to such other address or addresses as the Consultant and the Company or their respective successors or assigns may hereafter furnish to the other by notice similarly given. Notices, if personally delivered, shall be deemed to have been received on the date of delivery, and if given by registered or certified mail, shall be deemed to have been received on the fifth business day after mailing.

**5.3 Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of California, without giving effect to the conflict of laws principles of each State. With respect to any disputes concerning federal law, such disputes shall be determined in accordance with the law as it would be interpreted and applied by the United States Court of Appeals California/West Region District.

**5.4 Assignment: Successors and Assigns.** Neither the Consultant nor the Company may make an assignment of this Agreement or any interest herein, by operation of laws or otherwise, without the prior written consent of the other party; provided that the Company may assign its rights under this Agreement without the consent of the Consultant in the event that the Company shall effect a reorganization, consolidate with or merge into any other corporation, partnership, organization or other entity, or transfer all or substantially all of its properties or assets to any other corporation, partnership, organization or other entity. This Agreement shall inure to the benefit of and be binding upon the Company and the Consultant, their respective heirs, personal representatives, executors, administrators, legal representatives, successors and assigns.

**5.5 Waiver.** The waiver by any party hereto of the other party's prompt and complete performance or breach or violation of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or violation, and the waiver by any party hereto to exercise any right or remedy which he or it may possess shall not operate nor be construed as the waiver of such right or remedy by such party or as a bar to the exercise of such right or remedy by such party upon the occurrence of any subsequent breach or violation.

**5.6 Severability.** The invalidity of any one or more of the words, phrases, sentences, clauses, sections or subsections contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part thereof, all of which are inserted conditionally on their being valid in law, and, in the event that any one or more of the words, phrases, sentences, clauses, sections or subsections contained in this Agreement shall be declared invalid by a court of competent jurisdiction, then this Agreement shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, section or sections, or subsection or subsections had not been inserted.

**5.7 Arbitration of Disputes.** Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in Los Angeles County, California, in accordance with the Rules of the American Arbitration Association then in effect (except to the extent that the procedures outlined below differ from such rules). The cost and expenses of the arbitration and of enforcement of any award in any court shall be borne by the non-prevailing party. If advances are required, each party will advance one-half of the estimated fees and expenses of the arbitrators. Judgment may be entered on the arbitrators' award in any court having jurisdiction. Although arbitration is contemplated to resolve disputes hereunder, either party may proceed to court to obtain an injunction to protect its rights hereunder, the parties agreeing that either could suffer irreparable harm by reason of any breach of this Agreement. Pursuit of an injunction shall not impair arbitration on all remaining issues. In the event that either party hereto shall bring suit seeking an injunction of any action constituting a breach of any of the terms or provisions of this Agreement, then the party at fault shall pay all reasonable court costs and attorney's fees

of the other. If the advisor is terminated for any reason they may ask the board of directors of Leonhardt's Launchpads to review their request for renewal. The burden of proof is upon the recipient of stock options to prove they have met the 14 hour minimum consulting time requirement by providing email exchanges, photographs of meetings, witnesses, credit card receipts related or other forms of documented evidence. If defending that they have not given away confidential information to a competitor or potential competitor the burden of proof is also upon them.

**5.8 Consent to Jurisdiction.** To the extent that any court action is permitted consistent with or to enforce Section 5.7 of this Agreement, the parties hereby consent to the jurisdiction of the Supreme Court of California the California District Court of Appeal, and the United States District Court for the District of California. Accordingly, with respect to any such court action, the Consultant (i) submits to the personal jurisdiction of such courts; (ii) consents to service of process; and (iii) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process.

**5.9 Compliance with Legal Requirements.** The Company shall not provide workers' compensation, disability insurance, Social Security or unemployment compensation coverage nor any other statutory benefit to the Consultant. The Consultant shall comply at his or her expense with all applicable provisions of workers' compensation laws, unemployment compensation laws, federal Social Security law, the Fair Labor Standards Act, federal, state and local income tax laws, and all other applicable federal, state and local laws, regulations and codes relating to terms and conditions of employment required to be fulfilled by employers or independent contractors.

**5.10 Gender and Number.** Wherever the context shall so require, all words herein in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural and all plural words shall include the singular.

**5.11 Section Headings.** The section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions of this Agreement.

**5.12 No Third Party Beneficiary other than Company.** Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm, corporation, partnership, association or other entity, other than the parties hereto and each of their respective heirs, personal representatives, legal representatives, successors and assigns, any rights or remedies under or by reason of this Agreement.

**5.13 No Authority to Bind Company.** The Consultant does not and shall not have any authority to enter into any contract or agreement for, on behalf of or in the name of the Company, or to legally bind the Company to any commitment or obligation.

**5.14 - Indemnification of Liability - This agreement 100% indemnifies the consultant for any associated liabilities what-so-ever.**



IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

**THE COMPANY**

Cal-X Stars Business Accelerator, Inc. DBA Leonhardt's Launchpads,  
Second Heart Assist, Inc. & Leonhardt's Launchpads Utah, Inc.

Howard J. Leonhardt  
Founder, Executive Chairman, CEO & President

**THE ADVISOR CONSULTANT:**

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ADVISOR –

1. We are committed to **World Class consistent quality** in our products and services.
2. **LUCK FAVORS THE PERSISTENT.** This simple truth is a fundamental cornerstone of successful company building.
3. **Monday through Friday is one quick blurred together workday.** Saturday and Sunday are two long rest days. Saturday is for reading. We never work Sundays.
4. Our success depends on our ability to **quickly bring to bear the talents of people** and bits of organizations **dispersed around the globe.** Positive spirit and communication are the keys.
5. Speed and agility are two of our most important strategic assets. We cannot be weighed down with large overhead and bureaucracy. We have exibility to adjust quickly to changing market needs and **to shift re-sources and focus to what really needs to get done at any particular time.**
6. We believe in **continuous improvement.** Never is something perfect right from the beginning. We improve our products and our organization a little bit everyday. We use feedback from the "real world" market to drive improvement. We WORK at improvement.
7. We operate **lean with a small exible staff focused on customers and products. WE DO MORE WITH LESS!** We reduce wasted time. We are bootstrappers stretching every dollar out.
8. We believe in gaining **widespread feedback** on new designs early in the development process. Lots of pro-  
totypes, lots of tries, evaluated comprehensively. Innovation is work!
9. **No internal functional barriers.** We want **everyone involved** in doing what needs to get done when it  
needs to get done.
10. Work simpli cation. **Do not over complicate tasks. Get to the heart of the matter and get it done NOW.**  
**Keep things**  
  
**simple.**
11. We are committed to developing export sales to the 96% of the world's population that lives outside of the  
U.S.A. **Pro ts from export sales fuel R&D and U.S. clinical trials.**
12. We believe **superior customer service and responsiveness are critical** to sustaining our success. Em-  
ployees that exhibit the attitude "This would be a great business if it weren't for the damn customers and  
their irritating demands," must be corrected to the awareness that our customers pay our bills. **The only  
people called "boss" in our organization are the customers.**
13. We believe **continuous organizational learning is a key asset of our company.** We read everything we  
can get our hands on! We uncover every stone. We hunger for knowledge. **We take in information at rapid  
rates like drinking water from a re hose. We all learn to speed read.**

14. **Networking**with others allows us to develop and get our products to market more quickly.
  15. We are passionate and compassionate about what we are doing. **We care! We believe in what we are doing!**
  16. **Every member is a co-stakeholder in the business.**
  17. Work should be made fun at times to relieve tension. **You must have fun, that's an order. :)**
  18. **Weekly responsibilities and goals are clearly defined** in our Monday Morning Meetings.
  19. We have a **bias for speed and action**. Analysis and reflection are all well and good, but we are nowhere without **implementation** - and it had better be fast and right.
  20. Our work environment is one of **honesty, integrity and mutual respect**.
  21. We **focus** on developing best-in-class breakthrough technologies in organ regeneration and recovery.
  22. Our regenerative economy portfolio companies are designed to feed funds to our organ regeneration and recovery research efforts.
  23. We believe "if you want **to be original the most important thing you can possibly do is DO A LOT OF WORK, create a large volume of work.**" - Ira Glass. Breakthrough innovations are the by-product of volume of work. In innovation, lots of shots on goal equals more goals.
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