

RETAINER AGREEMENT

THIS RETAINER AGREEMENT, effective as of July 1, 2006, by and between the Independent Medical Distributors Association, a not for profit trade association (herein "Association") and the law firm of KRAMER & KRAMER, LLP, with offices in Rydal, Pennsylvania and Ann Arbor, Michigan (herein "Attorneys"),

WITNESSETH:

1. Association hereby retains Attorneys as general counsel to the Association for a period of two years from the date hereof, July 1, 2006 to June 30, 2008. This Agreement will automatically renew for successive one year periods unless and until the Agreement is terminated by either party in accordance with the terms of this Agreement.
2. Association will pay Attorneys for such representation a retainer of Six Hundred (\$600.00) Dollars per month payable monthly in advance. The amount of the retainer may be amended by agreement between the parties and may be evidenced by a resolution of the Board of Directors of the Association. In addition to said retainer, Association will reimburse Attorneys for all funds advanced by Attorneys as out-of-pocket disbursements in connection with the business of the Association including but not limited to phone expenses, photocopying expenses (at 12¢ per page), expenses for postage, expenses for faxes (at \$3.00 per fax) and expenses incurred in connection with travel on Association's business and travel to and maintenance at Association's meetings to be reimbursed in accordance with IMDA's formal policy on reimbursement of providers. Attorneys are to send at least one member, and at Attorney's discretion with the approval of the Association, or at the request of the Association, two members of the firm to the Association's Annual Management Conference and Attorneys will attend such conference at no additional fees to Association.
3. Attorneys will provide general legal advice and counsel to Association in connection with the business and purposes of the Association and will attend, to the extent possible, all Board Meetings of the Association conducted by telephone and, the Management Conference and, if such meeting occurs, one additional meeting of the Association per year at no additional charge to Association.
4. In the event that Attorneys are requested to represent Association in any litigation or any matter involving protracted work or negotiation, Association will pay Attorneys as billed for such services eighty-five (85%) percent of Attorneys normal and customary billing rates which are at present and subject to change as follows:

Time expended by Mitchell A. Kramer	\$350.00 (per hour)
Time expended by Barbara H. Kramer	\$275.00 (per hour)

Time expended by associates	\$175.00 (per hour)
Time expended by paralegals or law clerks	\$ 75.00 (per hour)

5. Nothing in this Retainer Agreement is intended to nor shall it include services performed for members of the Association. As a courtesy to members of the Association and as an Association benefit to such members, all members of the Association may consult with Attorneys by phone for brief periods of time (up to 15 minutes) on a given matter or issue not previously discussed with Attorneys at no charge. If the member's question or issue requires legal or factual research, detailed analysis or other expenditures of time, the Association member and Attorneys will arrange for fees and expenses that will be paid by the member. In any event, as a courtesy to members, Attorneys will give members of the Association a ten (10%) percent discount on Attorneys' hourly billing rate. Nothing in this Agreement, however, will require Attorneys to represent any given member of the Association nor shall Attorneys' representation of the Association be considered as constituting representation by Attorneys of any member of the Association. The Association understands that ethically, it may not request that Attorneys represent or not represent any member of the Association or suggest that Attorneys not represent a party in litigation or negotiation with another member of the Association.

6. Except as provided above, Attorneys will, at no additional charge to the Association, perform all of the services set forth in Exhibit 'A', attached hereto and made part hereof. Intellectual property (articles, forms, form-contracts, etc.) developed for IMDA while under contract with IMDA shall be the property of both parties.

7. This Agreement may be terminated by:

- (a) Attorneys with or without cause by giving thirty (30) days written notice to Association prior to its expiration date. This Agreement may be terminated at any time with or without cause by Association upon written notice to Attorneys. In the event that this Agreement is not terminated at its expiration date, it will continue in full force and effect for successive one year periods.
- (b) Attorneys may terminate representation of Association immediately if Association breaches this Agreement or in order to avoid violating the rules of professional responsibility or other rules which govern the conduct of Attorneys or law relating to the conduct of Attorneys.

8. This Agreement is the entire Agreement between Attorneys and Association regarding Attorneys' legal representation of Association and supersedes all prior agreements between the Association and Attorneys or Attorneys' predecessor. There are no representations by Attorneys on which Association relied in forming this Agreement other than as expressed in this Agreement.

9. The terms of this Agreement may only be modified by a writing, signed by both Attorneys and Association.

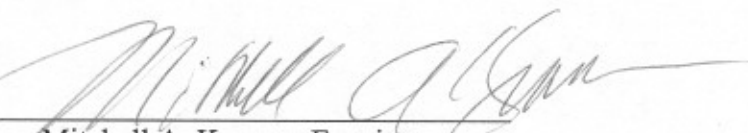
10. This Agreement is governed by the laws of the Commonwealth of Pennsylvania. Any Legal proceeding brought to enforce the terms of this Agreement or to seek a remedy for breach of this Agreement shall be brought in State or federal court in the State of Philadelphia.

11. The terms of this Agreement shall survive and govern the rights of the parties even if the Agreement is terminated. A determination that a provision of this Agreement is not valid or enforceable will not invalidate or render unenforceable the remaining provisions of this Agreement.

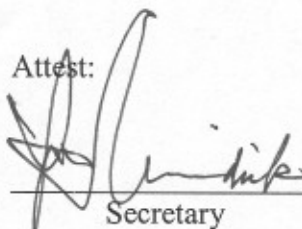
12. This Agreement shall be effective as of the date first above written at which time it will supersede the Retainer Agreement executed by the Association and by the predecessor law firm of KRAMER & KRAMER, LLP.

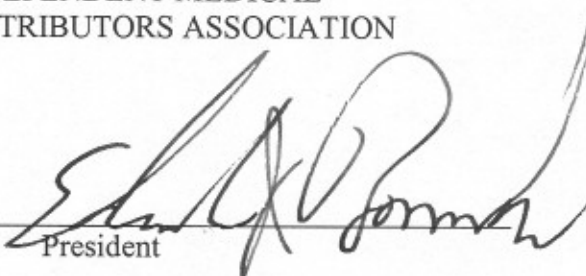
IN WITNESS WHEREOF and intending to be legally bound hereby, the parties hereto have executed this Agreement the date first above written.

KRAMER & KRAMER, LLP.

By: 
Mitchell A. Kramer, Esquire

INDEPENDENT MEDICAL
DISTRIBUTORS ASSOCIATION

Attest: 
Secretary (SECRETARY/TREAS)

By: 
President

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EXHIBIT A

FUNCTIONS TO BE PERFORMED BY ATTORNEYS PURSUANT TO THE RETAINER AGREEMENT WITH INDEPENDENT MEDICAL DISTRIBUTORS ASSOCIATION

1. General Representation of and advice and counsel to the Association in all legal matters in which the Association is involved or which may affect the Association.
2. Monitoring antitrust compliance by drafting and disseminating antitrust guidelines, requirements and prohibitions to the Association and its members and keeping same updated.
3. Attendance at meetings to monitor antitrust compliance.
4. Monitoring enforcement of the antitrust laws.
5. Reasonable monitoring and reporting on regulatory and legal issues that could impact or affect the Association or its members.
6. Review of all minutes of meetings of the membership and the Board for accuracy and completeness.
7. Review of all applications for membership to assure that applications meet membership criteria and that the law is observed.
8. Analyze, and to the extent necessary, negotiate contracts between the Association and others.
9. Attend all Board Meetings, to the extent possible, either in person or by phone.
10. Attend the Association's Management Conference, attend all Board and Membership meetings during the Conference and be available to meet with members for half hour sessions at no charge to the members.
11. Be available to members throughout the year to respond, by phone, to legal questions that can be dealt with without legal research or in-depth analysis.
13. Prepare material and speak at Annual Management Conference on issues of interest to members.
14. Prepare articles for the Association's newsletter four times per year.



15. Prepare memos for submission to members on items of particular importance to the Association's members.
16. Work with other companies that perform services for IMDA regarding the work performed and written material disseminated to assure compliance with the law.
17. Prepare position papers for the Association to disseminate to government officials.
18. If asked by the Association - Act as a spokesperson for the Association in dealing with the press and other third persons.

