



Brian Cullinan  
3200 S. Litzer Dr  
Apt 20-127  
Flagstaff, AZ 86001

Dear Brian:

It is my pleasure to extend the following offer of employment to you on behalf of EPIC Research & Diagnostics, Inc ("EPIC").

**Title:** Software Developer

**Base Salary:** Will be paid in semi-monthly installments of \$2,083.33 which is equivalent to \$50,000 on an annual basis, and subject to deductions for taxes and other withholdings as required by law or the policies of the company. You will be eligible for a review of your salary no later than July 1, 2011. At that time, EPIC may make an adjustment to your salary.

**Equity Incentive:** EPIC has an option plan which you will be eligible to participate in after 6 months of service. Option grants are at the sole discretion of the EPIC Board of Directors.

**Start Date:** February 21, 2010

**Reporting Relationship:** Initially this position will report to Andrew Mason.

**Job Description:** Duties will include development of software used both to analyze the image results of EPIC's ClearView and to evaluate clinical data. Additionally you will be responsible for providing technology support to the company.

**Non-Disclosure / Non-Compete Agreement:** Our standard non-disclosure and non-compete agreement must be signed prior to start.

**Benefits:** EPIC contributes up to a total of \$150 per month to the health, life, and dental insurance coverage that is available per company policy. Eligibility for other benefits, including the 401(k) and Section 125 Flexible Spending accounts take place per company policy. Company and employee contribution to payment for benefit plans is determined annually.

**Vacation and Personal Emergency Time Off:** Vacation is accrued at 3.33 hours per pay period, which is equivalent to two weeks on an annual basis. Personal emergency days are generally accrued per company policy, at the rate of 5 days per year.

**Authorization to work in the United State:** You must be authorized to work in the United States to accept this position.

This offer is contingent upon your passing our mandatory background check that may include an examination of any criminal, financial, academic and professional information. Your employment with EPIC is at-will and either party can terminate the relationship at any time with or without cause and with or without notice.

You acknowledge that this offer letter and the policy handbook represent the entire agreement between you and EPIC and that no verbal or written agreements, promises or representations that are not specifically stated in this offer, are or will be binding upon EPIC.

If you are in agreement with the above outline, please sign below. This offer expires at midnight Wednesday February 16, 2010.

**Signatures:**

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Thomas D Blondi  
President  
EPIC Research & Diagnostics, Inc.

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Date

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Brian Cullinan

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Date