Exhibit 12
Dear Amy,

Thanks for the agreement. I am attaching a fully executed copy.

It was a pleasure getting to meet you during the conference and look forward to having you visit again.

Please give me a call so we can discuss what we need to accomplish in order to finalize the data and prepare the manuscript.

Thanks,
Mahmoud A. ElSohly, Ph.D., BCFE, BCFM
President
PSI (Phytochemical Services, Incorporated)
5 Industrial Park Drive
Oxford, MS 38655
Tel (662) 236-2609
Fax (662) 234-0253

Hi Ikhlas and Mahmoud! I had so much fun at your conference, and Ikhlas your “show me the money” tag really worked. Here you will find and executed consulting agreement. Please sign and scan a COLOR COPY to return to us by email.

What are our next steps for finalizing and buttoning up the data? We are very excited to review the data in detail and prepare a manuscript for publication in a peer reviewed journal.

Warmest regards,
Amy
Preserving the integrity of competition.
Inspiring true sport.
Protecting the rights of athletes.

719-785-2043 Phone
866-601-2632 Toll Free
719-785-2001 Fax

acichner@usada.org

CONFIDENTIALITY NOTICE - This e-mail transmission, and any documents, files or previous e-mail messages attached to it, may contain information that is confidential or legally privileged. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that you must not read this transmission and that any disclosure, copying, printing, distribution or use of any of the information contained in or attached to this transmission is STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify the sender by telephone or return e-mail and delete the original transmission and its attachments without reading or saving in any manner. Thank you.
CONSULTING AGREEMENT

1. Parties. This consulting agreement ("Agreement") is entered into effective February 1, 2011, between Phytochemical Services, Incorporated ("Consultant") and United States Anti-Doping Agency ("USADA"). The purpose of this Agreement is to memorialize the entire understanding of the terms and conditions pursuant to which Consultant shall assist USADA.

2. Services. Consultant shall assist USADA by conducting research on the constituents of the pelargonium graveolens extract. PSI will identify and obtain pelargonium graveolens, extract it, and conduct mass spectrometry on the extract.

3. Standard of Care. Consultant represents and warrants that he has the experience and capability to render the services requested by USADA in accordance with the terms of this agreement and with generally accepted scientific and commercial standards.

   A. Consultant shall be paid a one-time consulting fee of $25,000. One half of the fee shall be paid upon execution of this agreement. The second half of the fee shall be paid upon receipt of a report acceptable to USADA.
   B. Non-Delegation of Responsibility. USADA and Consultant agree that Consultant will not delegate any responsibilities under this Agreement to anyone. Should Consultant need to retain the assistance of additional staff or otherwise involve any other individual or entity in performing Consultant’s duties under this Agreement, Consultant may do so only with the express written permission of USADA.
5. **Billing and Payment Obligation.** Consultant shall provide a detailed invoice at the conclusion of the consulting relationship which identifies the tasks undertaken by Consultant.

6. **Ownership of Intellectual Property.** USADA shall be the exclusive holder of all intellectual property materials and rights, including without limitation, research memoranda, notes and reports arising from or relating to the subject matter of the matters covered pursuant to this Agreement. Within thirty (30) calendar days of the conclusion or termination of this Agreement, Consultant shall provide to USADA all copies of all documents generated or received in connection with the matters covered by this Agreement.

7. **Termination.** USADA may terminate this Agreement at any time, with or without cause. Consultant shall immediately cease his efforts to assist USADA upon receipt of a written termination notice. Consultant shall be reimbursed for all fees and costs properly incurred up to the termination.

8. **Communications.** Consultant and USADA agree to keep each other fully informed of all matters relating to the performance of services under this Agreement.

9. **Confidentiality.** Consultant agrees to take extraordinary steps to protect USADA's confidential information in the matter subject to this Agreement. Consultant agrees that Consultant will limit dissemination of confidential information, including all information developed as a result of this Agreement, to USADA and USADA's outside counsel. Consultant acknowledges that this Agreement is confidential and may not be disclosed without express written permission of USADA. Consultant agrees that Consultant will make no comments, or other disclosures, to anyone, including, but not limited to, any media representative concerning the consulting relationship, this Agreement, or any information related to the subject matter of
this Agreement without the express written consent of USADA. Further, Consultant
acknowledges that these confidentiality obligations survive the termination of this Agreement.

10. **Conflicts of Interest.** Consultant represents that he has determined that Consultant
has no conflicts of interest that would prevent him from completing his obligations pursuant to
this Agreement.

11. **Amendment.** The parties may amend this Agreement at any time by written
amendment executed by both parties. No provision of this Agreement may be verbally amended
or waived.

12. **Waiver and Invalidity.** Non-enforcement of any term of this Agreement shall not
constitute a waiver of such term or of any other term. Should a court of competent jurisdiction
invalidate any term of this Agreement, the remainder of this Agreement shall remain in full force
and effect.

**PHYTOCHEMICAL SERVICES, Inc.**

Mahmoud A. Elsohly, Ph.D., BCPE, BCFM
President
PSI (Phytochemical Services, Incorporated)
5 Industrial Park Drive
Oxford, MS 38655

**UNITED STATES ANTI-DOPING AGENCY**

Larry D. Bowers, Ph.D.
Chief Science Officer

April 20, 2011
2.

All invoices and records of financial transactions reflecting payments made to the University of Mississippi, by the FDA, ElSohly Laboratories, Phytochemical Services, the National Center for Natural Products Research, the US Anti-Doping Agency and/or any other person related to DMAA.

Invoices and payments paid to PSI by USADA
# Invoice

**PSI (Phytochemical Services, Incorporated)**

5 Industrial Park Drive  
Oxford, MS 38655

<table>
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<tr>
<th>Date</th>
<th>Invoice #</th>
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<td>1019</td>
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**Bill To**  
USADA  
5555 Tech Center Drive, Suite 200  
Colorado Springs, CO  80919

**Ship To**

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<tr>
<td>(662) 236-2609</td>
<td>(662) 234-0253</td>
</tr>
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**Total**  
$12,500.00
### UNITED STATES ANTI-DOPING AGENCY

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**Phytochemical Services, Inc**  
5 Industrial Drive  
Oxford, MS 38655  

**Total:** 12,500.00
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**Total** $12,500.00

Federal Tax ID # 20-3873901

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Fax # (662) 234-0253
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**Phytochemical Services, Inc**  
5 Industrial Drive  
Oxford, MS 38655

Total: 12,500.00