

# **Exhibit 12**

**Denise Forsyth**

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**From:** Mahmoud A. ElSohly, Ph.D. [elsohly@elsohly.com]  
**Sent:** Friday, April 22, 2011 2:12 PM  
**To:** 'Amy Eichner, Ph.D.'; 'Ikhlas A. Khan'  
**Cc:** 'Johncie Wingard'; 'Larry D. Bowers, Ph.D.'; 'Travis T. Tygart'  
**Subject:** RE: Consulting Agreement  
**Attachments:** File0252.PDF

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.

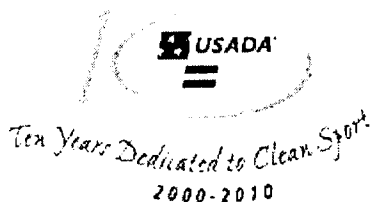
Thanks,  
Mahmoud A. ElSohly, Ph.D., BCFE, BCFM  
President  
PSI (Phytochemical Services, Incorporated)  
5 Industrial Park Drive  
Oxford, MS 38655  
Tel (662) 236-2609  
Fax (662) 234-0253

**From:** Amy Eichner, Ph.D. [mailto:AEichner@usada.org]  
**Sent:** Wednesday, April 20, 2011 5:10 PM  
**To:** Mahmoud A. ElSohly, Ph.D.; Ikhlas A. Khan  
**Cc:** Johncie Wingard; Larry D. Bowers, Ph.D.; Travis T. Tygart  
**Subject:** Consulting Agreement

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



**Amy Eichner Ph.D.**  
**Drug References Resources Manager**  
**US Anti-Doping Agency**

5555 Tech Center Drive, Suite 200  
Colorado Springs, CO 80919

*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

[aeichner@usada.org](mailto:aeichner@usada.org)

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## 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.

4. Compensation.

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

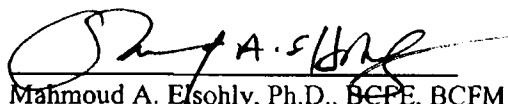
this Agreement without the express written consent of USADA. Further, Consultant acknowledges that these confidentiality obligations survive the termination of this Agreement.

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.

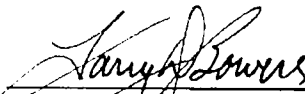
11. Amendment. The parties may amend this Agreement at any time by written amendment executed by both parties. No provision of this Agreement may be verbally amended or waived.

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

**PSI (Phytochemical Services, Incorporated)**

**Invoice**

5 Industrial Park Drive  
Oxford, MS 38655

Date	Invoice #
4/28/2011	1019

**PAID**  
05/23/2011

Bill To	Ship To
USADA 5555 Tech Center Drive, Suite 200 Colorado Springs, CO 80919	

P.O. Number	Terms	Ship Date	Ship Via	F.O.B.
	Net 30	4/28/2011		

Quantity	Item Code	Description	Price Each	Amount
1	Fees	Consulting Agreement	12,500.00	12,500.00

**Federal Tax ID # 20-3873901**

**Total \$12,500.00**

Phone #	(662) 236-2609	Fax #	(662) 234-0253
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**PSI (Phytochemical Services, Incorporated)**

**Invoice**

5 Industrial Park Drive  
Oxford, MS 38655

Date	Invoice #
11/9/2011	1028

**PAID**  
**12/19/2011**

Bill To	Ship To
USADA 5555 Tech Center Drive, Suite 200 Colorado Springs, CO 80919	

P.O. Number	Terms	Ship Date	Ship Via	F.O.B.
	Net 30	11/9/2011		

Quantity	Item Code	Description	Price Each	Amount
1	Fees	Balance due from Consulting Agreement	12,500.00	12,500.00

<b>Federal Tax ID # 20-3873901</b>	<b>Total</b>	<b>\$12,500.00</b>
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Phone #	(662) 236-2609	Fax #	(662) 234-0253
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UNITED STATES ANTI-DOPING AGENCY

Acct:

No. 025208  
12/02/2011

Invoice No.	Invoice Date	Description	Amount
1028	11/09/2011	Consulting	12500.00
<b>Phytochemical Services, Inc</b> 5 Industrial Drive Oxford, MS 38655			<b>Total: 12,500.00</b>