

Registration No. 333-_____

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-8

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

ADVANCED 3-D ULTRASOUND SERVICES, INC.

(Exact name of registration as specified in its charter)

Florida

65-0783722

(State or other jurisdiction of
incorporation or organization)

(I.R.S. Employer Identification

1402 N. Dale Mabry, Suite 200-1

Tampa, Florida 33618

(Address of Principal Executive Offices) (Zip Code)

Consulting Agreements with Martin White, Dan Witherspoon,
Cassie Roberts, Alvin Ferrer, Mark Dolan, Ray Cibischinio
(Full Title of the Plan)

David Weintraub

Advanced 3-D Ultrasound Services, Inc.

1402 N. Dale Mabry, Suite 200-1

Tampa, Florida 33618

(Name and Address of Agent for Service)

813-963-2743

(Telephone number, including area code, for Agent of Service)

<TABLE>

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered	Proposed maximum offering price per share	Proposed maximum aggregate offering price	Amount of registration fee
<S>	<C>	<C>	<C>	<C>
Common Stock, \$.0001 par value per share (1)	35,100	\$10.25	\$359,775	\$45.58

</TABLE>

- (1) Estimated solely for purposes of calculating the registration fee pursuant to Rule 457 under the Securities Act of 1933 based on the average of the high and low sale price of the common stock as reported on the OTC Bulletin Board on July 16, 2004.

PART II

INFORMATION REQUIRED IN REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference

The documents listed below are incorporated by reference in the registration statement.

- (a) Annual Report on Form 10-KSB for the year ended December 31, 2003;
- (b) Quarterly Report on Form 10-QSB for the quarter ended March 31, 2004;

(c) Quarterly Report on Form 10-QSB for the quarter ended June 30, 2004; and

(d) All reports filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 since the end of the fiscal year covered by the document referred to in items (a) and (b) above.

All documents subsequently filed by the registrant pursuant to Sections 13(a) and 15(d) of the Securities Exchange Act of 1934, prior to the filing of a post-effective amendment to the registration statement that indicate that all shares of common stock offered have been sold or that deregisters all of the shares then remaining unsold, shall be deemed to be incorporated by reference in the registration statement and to be a part of it from the date of filing of the documents.

Any statements contained in this Registration Statement, or in a document incorporated or deemed to be incorporated by reference herein or in any other subsequently filed document which is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities

Not Applicable.

Item 5. Interests of Named Experts and Counsel

Not Applicable.

Item 6. Indemnification of Directors and Officers

Section 607.0850 of the Florida Business Corporation Act permits indemnification of directors, officers, employees and agents of a corporation under certain conditions and subject to certain limitations. Section 607.0850 of the Florida Business Corporation Act empowers a corporation to indemnify any person who was or is a party or is threatened to be made a part to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director, officer or agent of the corporation. Depending on the character of the proceeding, a corporation may indemnify against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the person indemnified acted in good faith and in a manner the person reasonably believed to be in or not opposed to, the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. In the case of an action by or in the right of the corporation, no indemnification may be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine that despite the adjudication of liability such person is fairly and reasonably entitled to indemnity for such expenses that the court shall deem proper. Section 607.0850 of the Florida Business Corporation Act further provides that to the extent a director or officer of a corporation has been successful in the defense of any action, suit or proceeding referred to above or in defense or any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually or reasonably incurred by such person in connection therewith.

Item 7. Exemption From Registration Claimed

None.

Item 8. Exhibits

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|------|---|
| 4.1 | Common stock specimen * |
| 5.1 | Opinion of Brashear & Assoc., P.L. * |
| 10.1 | Consulting Agreement with Ray Cibischinio dated August 6, 2004* |
| 10.2 | Consulting Agreement with Cassie Roberts dated August 6, 2004* |
| 10.3 | Consulting Agreement with Martin White dated August 6, 2004* |
| 10.4 | Consulting Agreement with Mark Dolan dated August 4, 2004* |

- 10.5 Consulting Agreement with Alvin Ferrer dated August 6, 2004*
- 10.6 Consulting Agreement with Dan Witherspoon dated August 6, 2004*
- 23.1 Consent of Brashear & Assoc., P.L.
(included in Exhibit 5.1)
- 23.2 Consent of Ferlita, Walsh, & Gonzalez, P.A.*

* Filed herewith.

Item 9. Undertakings

(a) The undersigned registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement: (i) to include any prospectus required by section 10(a)(3) of the Securities Act of 1933; (ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and (iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

Provided, however, that paragraphs (a) (1)(i) and (a) (1)(ii) do not apply if the registration statement is on Form S-3 or Form S-8 and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the

Securities Act of 1933 may be permitted to directors, officers, and controlling persons of the registrant pursuant to provisions described in Item 6 above, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event of a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Tampa, Florida, on the 18th day of August, 2004.

ADVANCED 3-D ULTRASOUND SERVICES, INC.

By: /s/ David Weintraub
David Weintraub, Chief Executive Officer
Chief Financial Officer
Director

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ David Weintraub ----- David Weintraub	Chief Executive Officer, Chief Financial Officer Director	August 18, 2004
/s/ Glen Ostrowski ----- Glen Ostrowski	Director	August 18, 2004
/s/ Tanya Ostrowski ----- Tanya Ostrowski	Director	August 18, 2004
/s/ Rachel Steele ----- Rachel Steele	Director	August 18, 2004

BRASHEAR & ASSOC., P.L.
Counselors At Law
926 N.W. 13th Street
Gainesville, FL 32601

August 19, 2004

Securities and Exchange Commission
450 Fifth Avenue, NW

Washington, DC 20649

Gentlemen:

We refer to the Registration Statement on Form S-8 (the "Registration Statement") to be filed by ADVANCED 3-D ULTRASOUND SERVICES, INC. ("Company") with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Act"). The Registration Statement relates to an aggregate of 35,100 shares of the Common Stock of the Company, par value \$0.0001 per share (the "Shares") issued pursuant to Consulting Agreements with Martin White, Dan Witherspoon, Cassie Roberts, Alvin Ferrer, Mark Dolan and Ray Cibischinio.

As special counsel for the Company, we have examined such corporate records, documents and such question of law as we have considered necessary or appropriate for purposes of this opinion and, upon the basis of such examination, advise you that in our opinion, all necessary corporate proceedings by the Company have been duly taken to authorize the issuance of the Shares and that the Shares being registered pursuant to the Registration Statement, when issued, will be duly authorized, legally issued, fully paid and non-assessable. This opinion does not cover any matters related to any re-offer or re-sale of the shares by any Plan Beneficiaries, once properly and legally issued pursuant to the Plan as described in the Registration Statement.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. This consent is not to be construed as an admission that we are a person whose consent is required to be filed with the Registration Statement under the provisions of the Act. This opinion is not to be used, circulated, quoted or otherwise referred to for any other purpose without our prior written consent. This opinion is based on our knowledge of the law and facts as of the date hereof. This opinion does not address or relate to any specific state securities laws. We assume no duty to communicate with the Company in respect to any matter which comes to our attention hereafter.

Sincerely,

BRASHEAR & ASSOCIATES, P.L.

By: /s/ Bruce Brashear

Bruce Brashear, Esq.

CONSULTING AGREEMENT

DATE: August 6, 2004

PARTIES: RAY CIBISCHINIO (the "Consultant")
ADVANCED 3-D ULTRASOUND SERVICES, INC.
a Florida corporation (the "Company")

AGREEMENTS:

SECTION 1. RETENTION OF CONSULTANT

1.1 Effective Date. Effective August 6, 2004 (the "Effective Date") the Company shall retain the Consultant as an independent contractor consultant, and the Consultant hereby accepts such consulting relationship, upon the terms and conditions set forth in this Agreement.

1.2 Services. The Consultant agrees to serve the Company as a consultant regarding financial planning and marketing services for a period of one (1) year. The Consultant shall perform and discharge well and faithfully for the Company such consulting services during the term of this Agreement as may be assigned to the Consultant from time to time by the President of the Company.

SECTION 2. COMPENSATION

2.1 Consulting Fee and Expense Reimbursement. In full satisfaction for any and all consulting services rendered by the Consultant for the Company under this Agreement, the Company shall pay the Consultant a consulting fee and retainer of 5,850 shares of the Company's common stock. All shares issued hereunder shall be registered at the expense of the Company pursuant to Form S-8.

2.2 Other Compensation and Fringe Benefits. The Consultant shall not receive any other compensation from the Company or participate in or receive benefits under any of the Company's employee fringe benefit programs or receive any other fringe benefits from the Company on account of the consulting services to be provided to the Company under this Agreement, including without limitation health, disability, life insurance, retirement, pension, and profit sharing benefits.

2.3 Time Records and Reports. The Consultant shall prepare accurate and complete records of the Consultant's services for the Company under this Agreement and agrees to submit records on a monthly basis to the Company, along with such other documentation of the services performed under this Agreement as reasonably requested by the Company.

SECTION 3. NATURE OF RELATIONSHIP; EXPENSES

3.1 Independent Contractor. It is agreed that the Consultant shall be an independent contractor and shall not be the employee, servant, agent, partner, or joint venturer of the Company, or any of its officers, directors, or employees. The Consultant shall not have the right to or be entitled to any of the employee benefits of the Company or its subsidiaries. The Consultant has no authority to assume or create any obligation or liability, express or implied, on the Company's behalf or in its name or to bind the Company in any manner whatsoever.

3.2 Insurance and Taxes. The Consultant agrees to arrange for the Consultant's own liability, disability, health, and workers' compensation insurance, and that of the Consultant's employees, if any. The Consultant further agrees to be responsible for the Consultant's own tax obligations accruing as a result of payments for services rendered under this Agreement, as well as for the tax withholding obligations with respect to the Consultant's employees, if any. It is expressly understood and agreed by the Consultant that should the Company for any reason incur tax liability or charges whatsoever as a result of not making any withholdings from payments for services under this Agreement, the Consultant will reimburse and indemnify the Company for the same.

3.3 Equipment, Tools, Employees and Overhead. The Consultant shall

provide, at the Consultant's expense, all equipment and tools needed to provide services under this Agreement, including the salaries of and benefits provided to any employees of the Consultant. Except as otherwise provided in this Agreement, the Consultant shall be responsible for all of the Consultant's overhead costs and expenses.

3.4 Expenses. Unless specifically otherwise agreed in writing, all expenses will be borne by Consultant.

SECTION 4. TERM

4.1 Initial Term; Renewal. Unless otherwise terminated pursuant to the provisions of Section 4.2, the consulting relationship under this Agreement shall commence on the Effective Date and continue in effect for a period of one (1) year (the "Initial Term"). Thereafter, the term of the consulting relationship under this Agreement shall be extended for successive one-year periods subject to either party's right to terminate the consulting relationship at the end of the Initial Term or on any subsequent anniversary thereof by giving the other party at least 10 days' written notice prior to the effective date of such termination.

4.2 Early Termination. The consulting relationship under this Agreement may be terminated prior to the end of the Initial Term or any renewal term by the death of the Consultant, the disability of the Consultant resulting in the inability of the Consultant to perform the consulting service, or by written notice from the Company that, in the Company's sole determination: (a) the Consultant has refused, failed, or is unable to render consulting services under this Agreement; (b) the Consultant has breached any of the Consultant's other obligations under this Agreement; or (c) the Consultant has engaged or is engaging in conduct that in the Company's sole determination is detrimental to the Company. If the consulting relationship is terminated for any of the reasons set forth in the preceding sentence, the right of the Consultant to the compensation set forth in Section 2 of this Agreement shall cease on the date of such termination, and the Company shall have no further obligation to the Consultant under any of the provisions of this Agreement.

4.3 Effect of Termination. Termination of the consulting relationship shall not affect the provisions of Sections 5, 6, 7, and 8, which provisions shall survive any termination in accordance with their terms.

SECTION 5. DISCLOSURE OF INFORMATION

The Consultant acknowledges that the Company's trade secrets, private or secret processes as they exist from time to time, and information concerning products, developments, manufacturing techniques, new product plans, equipment, inventions, discoveries, patent applications, ideas, designs, engineering drawings, sketches, renderings, other drawings, manufacturing and test data, computer programs, progress reports, materials, costs, specifications, processes, methods, research, procurement and sales activities and procedures, promotion and pricing techniques, and credit and financial data concerning customers of the Company and its subsidiaries, as well as information relating to the management, operation, or planning of the Company and its subsidiaries (the "Proprietary Information") are valuable, special, and unique assets of the Company and its subsidiaries, access to and knowledge of which may be essential to the performance of the Consultant's duties under this Agreement. In light of the highly competitive nature of the industry in which the Company and its subsidiaries conduct their businesses, the Consultant agrees that all Proprietary Information obtained by the Consultant as a result of the Consultant's relationship with the Company and its subsidiaries shall be considered confidential. In recognition of this fact, the Consultant agrees that the Consultant will not, during and after the Consulting Period, disclose any of such Proprietary Information to any person or entity for any reason or purpose whatsoever, and the Consultant will not make use of any Proprietary Information for the Consultant's own purposes or for the benefit of any other person or entity (except the Company and its subsidiaries) under any circumstances.

SECTION 6. NONCOMPETITION AGREEMENT

In order to further protect the confidentiality of the Proprietary Information and in recognition of the highly competitive nature of the industries in which the Company and its subsidiaries conduct their businesses, and for the consideration set forth herein, the Consultant further agrees as follows:

6.1 Restriction on Competition. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly engage in any Business Activities (hereinafter defined), other than on behalf of the Company or its subsidiaries, whether such engagement is as an officer, director, proprietor, employee, partner, investor (other than as a holder of less than 1% of the outstanding capital stock of a publicly-traded corporation), consultant, advisor, agent, or other participant, in any geographic area in which the products or services of the Company or its subsidiaries have been distributed or provided during the period of the Consultant's consulting relationship with the Company. For purposes of this Agreement, the term "Business Activities" shall mean any business in which the Company is actively engaged as of the termination of this Agreement together with all other activities engaged in by the Company or any of its subsidiaries at any time during the Consultant's consulting relationship with the Company, and activities in any way related to activities with respect to which the Consultant renders consulting services under this Agreement.

6.2 Dealings with Customers of the Company. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly engage in any of the Business Activities (other than on behalf of the Company or its subsidiaries) by supplying products or providing services to any customer with whom the Company or its subsidiaries have done any business during the consulting relationship with the Company, whether as an officer, director, proprietor, employee, partner, investor (other than as a holder of less than one percent (1%) of the outstanding capital stock of a publicly traded corporation), consultant, advisor, agent, or other participant.

6.3 Assistance to Others. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly assist others in engaging in any of the Business Activities in any manner prohibited to the Consultant under this Agreement.

6.4 Company's Employees. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly induce employees of the Company or any of its subsidiaries or affiliates to engage in any activity hereby prohibited to the Consultant or to terminate their employment.

SECTION 7. INTERPRETATION

It is expressly understood and agreed that although the Consultant and the Company consider the restrictions contained in Sections 5 and 6 of this Agreement reasonable for the purpose of preserving the goodwill, proprietary rights, and going concern value of the Company and its subsidiaries, if a final judicial determination is made by a court having jurisdiction that the time or territory or any other restriction contained in Sections 5 and 6 is an unenforceable restriction on the activities of the Consultant, the provisions of such restriction shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such other extent as such court may judicially determine or indicate to be reasonable. Alternatively, if the court referred to above finds that any restriction contained in Sections 5 and 6 or any remedy provided in Section 9 of this Agreement is unenforceable, and such restriction or remedy cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained in this Agreement or the availability of any other remedy. The provisions of Sections 5 and 6 shall in no respect limit or otherwise affect the obligations of the Consultant under other agreements with the Company.

SECTION 8. DESIGNS, INVENTIONS, PATENTS AND COPYRIGHTS

8.1 Intellectual Property. The Consultant shall promptly disclose, grant, and assign to the Company for its sole use and benefit any and all designs, inventions, improvements, technical information, know-how and technology, and suggestions relating in any way to the products of the Company or its subsidiaries or capable of beneficial use by customers to whom products or services of the Company or its subsidiaries are sold or provided, that the Consultant may conceive, develop, or acquire during the Consultant's consulting

relationship with the Company or its subsidiaries (whether or not during usual working hours), together with all copyrights, trademarks, design patents, patents, and applications for copyrights, trademarks, design patents, patents, divisions of pending patent applications, applications for reissue of patents and specific assignments of such applications that may at any time be granted for or upon any such designs, inventions, improvements, technical information, know-how, or technology (the "Intellectual Property").

8.2 Assignments and Assistance. In connection with the rights of the Company to the Intellectual Property, the Consultant shall promptly execute and deliver such applications, assignments, descriptions, and other instruments as may be necessary or proper in the opinion of the Company to vest in the Company title to the Intellectual Property and to enable the Company to obtain and maintain the entire right and title to the Intellectual Property throughout the world. The Consultant shall also render to the Company, at the Company's expense, such assistance as the Company may require in the prosecution of applications for said patents or reissues thereof, in the prosecution or defense of interferences which may be declared involving any of said applications or patents, and in any litigation in which the Company or its subsidiaries may be involved relating to the Intellectual Property.

8.3 Copyrights. The Consultant agrees to, and hereby grants to the Company, title to all copyrightable material first designed, produced, or composed in the course of or pursuant to the performance of work under this Agreement, which material shall be deemed "works made for hire" under Title 17, United States Code, Section 1.01 of the Copyright Act of 1976. The Consultant hereby grants to the Company a royalty-free, nonexclusive, and irrevocable license to reproduce, translate, publish, use, and dispose of, and to authorize others so to do, any and all copyrighted or copyrightable material created by the Consultant as a result of work performed under this Agreement but not first produced or composed by the Consultant in the performance of this Agreement, provided that the license granted by this paragraph shall be only to the extent the Consultant now has, or prior to the completion of work under this Agreement or under any later agreements with the Company or its subsidiaries relating to similar work may acquire, the right to grant such licenses without the Company becoming liable to pay compensation to others solely because of such grant.

SECTION 9. REMEDIES

The Consultant acknowledges and agrees that the Company's remedy at law for a breach or threatened breach of any of the provisions of Sections 5, 6, and 8 of this Agreement would be inadequate and, in recognition of this fact, in the event of a breach or threatened breach by the Consultant of any of the provisions of Sections 5, 6, and 8, the Consultant agrees that, in addition to its remedy at law, at the Company's option, all rights of the Consultant under this Agreement may be terminated, and the Company shall be entitled without posting any bond to obtain, and the Consultant agrees not to oppose a request for, equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction, or any other equitable remedy which may then be available. The Consultant acknowledges that the granting of a temporary injunction, temporary restraining order or permanent injunction merely prohibiting the use of Proprietary Information would not be an adequate remedy upon breach or threatened breach of Sections 5 and 6, and consequently agrees upon any such breach or threatened breach to the granting of injunctive relief prohibiting the design, development, manufacture, marketing or sale of products and providing of services of the kind designed, developed, manufactured, marketed, sold or provided by the Company or its subsidiaries during the term of the Consultant's consulting relationship with the Company. Nothing contained in this Section 9 shall be construed as prohibiting the Company from pursuing, in addition, any other remedies available to it for such breach or threatened breach.

SECTION 10. MISCELLANEOUS PROVISIONS

10.1 Assignment. This Agreement shall not be assignable by either party, except by the Company to any subsidiary or affiliate of the Company or to any successor in interest to the Company's business.

10.2 Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.

10.3 Notice. Any notice or other communication required or permitted to

be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the following addresses:

As to Consultant: Ray Cibischino
5410 Burchette
Tampa FL 33647

As to Company: Advanced 3-D Ultrasound
Services, Inc.
7732 N. Mobley Drive
Odessa FL 33556

All notices and other communications shall be deemed to be given at the expiration of three (3) days after the date of mailing. The address of a party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party.

10.4 Litigation Expense. In the event of a default under this Agreement, the defaulting party shall reimburse the nondefaulting party for all costs and expenses reasonably incurred by the nondefaulting party in connection with the default, including without limitation attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing party or parties shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including without limitation reasonable attorney's fees at the trial level and on appeal.

10.5 Waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

10.6 Applicable Law. This Agreement shall be governed by and shall be construed in accordance with the laws of the state of Florida. Exclusive venue for any action arising hereunder or in connection herewith shall lie in state court in Hillsborough County, Florida.

10.7 Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

Company:

ADVANCED 3-D ULTRASOUND
SERVICES, INC.

By: /s/ GLEN OSTROWSKI
GLEN OSTROWSKI, President

Consultant:

/s/ RAY CIBISCHINIO
RAY CIBISCHINIO

CONSULTING AGREEMENT

DATE: August 6, 2004

PARTIES: CASSIE ROBERTS (the "Consultant")
ADVANCED 3-D ULTRASOUND SERVICES, INC.
a Florida corporation (the "Company")

AGREEMENTS:

SECTION 1. RETENTION OF CONSULTANT

1.1 Effective Date. Effective August 6, 2004 (the "Effective Date") the Company shall retain the Consultant as an independent contractor consultant, and the Consultant hereby accepts such consulting relationship, upon the terms and conditions set forth in this Agreement.

1.2 Services. The Consultant agrees to serve the Company as a consultant with regard to telemarketing of the Company's services for a period of one (1) year. The Consultant shall perform and discharge well and faithfully for the Company such consulting services during the term of this Agreement as may be assigned to the Consultant from time to time by the President of the Company.

SECTION 2. COMPENSATION

2.1 Consulting Fee and Expense Reimbursement. In full satisfaction for any and all consulting services rendered by the Consultant for the Company under this Agreement, the Company shall pay the Consultant a consulting fee and retainer of 5,850 shares of the Company's common stock. All shares issued hereunder shall be registered at the expense of the Company pursuant to Form S-8.

2.2 Other Compensation and Fringe Benefits. The Consultant shall not receive any other compensation from the Company or participate in or receive benefits under any of the Company's employee fringe benefit programs or receive any other fringe benefits from the Company on account of the consulting services to be provided to the Company under this Agreement, including without limitation health, disability, life insurance, retirement, pension, and profit sharing benefits.

2.3 Time Records and Reports. The Consultant shall prepare accurate and complete records of the Consultant's services for the Company under this Agreement and agrees to submit records on a monthly basis to the Company, along with such other documentation of the services performed under this Agreement as reasonably requested by the Company.

SECTION 3. NATURE OF RELATIONSHIP; EXPENSES

3.1 Independent Contractor. It is agreed that the Consultant shall be an independent contractor and shall not be the employee, servant, agent, partner, or joint venturer of the Company, or any of its officers, directors, or employees. The Consultant shall not have the right to or be entitled to any of the employee benefits of the Company or its subsidiaries. The Consultant has no authority to assume or create any obligation or liability, express or implied, on the Company's behalf or in its name or to bind the Company in any manner whatsoever.

3.2 Insurance and Taxes. The Consultant agrees to arrange for the Consultant's own liability, disability, health, and workers' compensation insurance, and that of the Consultant's employees, if any. The Consultant further agrees to be responsible for the Consultant's own tax obligations accruing as a result of payments for services rendered under this Agreement, as well as for the tax withholding obligations with respect to the Consultant's employees, if any. It is expressly understood and agreed by the Consultant that should the Company for any reason incur tax liability or charges whatsoever as a result of not making any withholdings from payments for services under this Agreement, the Consultant will reimburse and indemnify the Company for the same.

3.3 Equipment, Tools, Employees and Overhead. The Consultant shall provide, at the Consultant's expense, all equipment and tools needed to provide services under this Agreement, including the salaries of and benefits provided to any employees of the Consultant. Except as otherwise provided in this Agreement, the Consultant shall be responsible for all of the Consultant's overhead costs and expenses.

3.4 Expenses. Unless specifically otherwise agreed in writing, all expenses will be borne by Consultant.

SECTION 4. TERM

4.1 Initial Term; Renewal. Unless otherwise terminated pursuant to the provisions of Section 4.2, the consulting relationship under this Agreement shall commence on the Effective Date and continue in effect for a period of one (1) year (the "Initial Term"). Thereafter, the term of the consulting relationship under this Agreement shall be extended for successive one-year periods subject to either party's right to terminate the consulting relationship at the end of the Initial Term or on any subsequent anniversary thereof by giving the other party at least 10 days' written notice prior to the effective date of such termination.

4.2 Early Termination. The consulting relationship under this Agreement may be terminated prior to the end of the Initial Term or any renewal term by the death of the Consultant, the disability of the Consultant resulting in the inability of the Consultant to perform the consulting service, or by written notice from the Company that, in the Company's sole determination: (a) the Consultant has refused, failed, or is unable to render consulting services under this Agreement; (b) the Consultant has breached any of the Consultant's other obligations under this Agreement; or (c) the Consultant has engaged or is engaging in conduct that in the Company's sole determination is detrimental to the Company. If the consulting relationship is terminated for any of the reasons set forth in the preceding sentence, the right of the Consultant to the compensation set forth in Section 2 of this Agreement shall cease on the date of such termination, and the Company shall have no further obligation to the Consultant under any of the provisions of this Agreement.

4.3 Effect of Termination. Termination of the consulting relationship shall not affect the provisions of Sections 5, 6, 7, and 8, which provisions shall survive any termination in accordance with their terms.

SECTION 5. DISCLOSURE OF INFORMATION

The Consultant acknowledges that the Company's trade secrets, private or secret processes as they exist from time to time, and information concerning products, developments, manufacturing techniques, new product plans, equipment, inventions, discoveries, patent applications, ideas, designs, engineering drawings, sketches, renderings, other drawings, manufacturing and test data, computer programs, progress reports, materials, costs, specifications, processes, methods, research, procurement and sales activities and procedures, promotion and pricing techniques, and credit and financial data concerning customers of the Company and its subsidiaries, as well as information relating to the management, operation, or planning of the Company and its subsidiaries (the "Proprietary Information") are valuable, special, and unique assets of the Company and its subsidiaries, access to and knowledge of which may be essential to the performance of the Consultant's duties under this Agreement. In light of the highly competitive nature of the industry in which the Company and its subsidiaries conduct their businesses, the Consultant agrees that all Proprietary Information obtained by the Consultant as a result of the Consultant's relationship with the Company and its subsidiaries shall be considered confidential. In recognition of this fact, the Consultant agrees that the Consultant will not, during and after the Consulting Period, disclose any of such Proprietary Information to any person or entity for any reason or purpose whatsoever, and the Consultant will not make use of any Proprietary Information for the Consultant's own purposes or for the benefit of any other person or entity (except the Company and its subsidiaries) under any circumstances.

SECTION 6. NONCOMPETITION AGREEMENT

In order to further protect the confidentiality of the Proprietary Information and in recognition of the highly competitive nature of the industries in which the Company and its subsidiaries conduct their businesses, and for the consideration set forth herein, the Consultant further agrees as

follows:

6.1 Restriction on Competition. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly engage in any Business Activities (hereinafter defined), other than on behalf of the Company or its subsidiaries, whether such engagement is as an officer, director, proprietor, employee, partner, investor (other than as a holder of less than 1% of the outstanding capital stock of a publicly-traded corporation), consultant, advisor, agent, or other participant, in any geographic area in which the products or services of the Company or its subsidiaries have been distributed or provided during the period of the Consultant's consulting relationship with the Company. For purposes of this Agreement, the term "Business Activities" shall mean any business in which the Company is actively engaged as of the termination of this Agreement together with all other activities engaged in by the Company or any of its subsidiaries at any time during the Consultant's consulting relationship with the Company, and activities in any way related to activities with respect to which the Consultant renders consulting services under this Agreement.

6.2 Dealings with Customers of the Company. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly engage in any of the Business Activities (other than on behalf of the Company or its subsidiaries) by supplying products or providing services to any customer with whom the Company or its subsidiaries have done any business during the consulting relationship with the Company, whether as an officer, director, proprietor, employee, partner, investor (other than as a holder of less than one percent (1%) of the outstanding capital stock of a publicly traded corporation), consultant, advisor, agent, or other participant.

6.3 Assistance to Others. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly assist others in engaging in any of the Business Activities in any manner prohibited to the Consultant under this Agreement.

6.4 Company's Employees. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly induce employees of the Company or any of its subsidiaries or affiliates to engage in any activity hereby prohibited to the Consultant or to terminate their employment.

SECTION 7. INTERPRETATION

It is expressly understood and agreed that although the Consultant and the Company consider the restrictions contained in Sections 5 and 6 of this Agreement reasonable for the purpose of preserving the goodwill, proprietary rights, and going concern value of the Company and its subsidiaries, if a final judicial determination is made by a court having jurisdiction that the time or territory or any other restriction contained in Sections 5 and 6 is an unenforceable restriction on the activities of the Consultant, the provisions of such restriction shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such other extent as such court may judicially determine or indicate to be reasonable. Alternatively, if the court referred to above finds that any restriction contained in Sections 5 and 6 or any remedy provided in Section 9 of this Agreement is unenforceable, and such restriction or remedy cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained in this Agreement or the availability of any other remedy. The provisions of Sections 5 and 6 shall in no respect limit or otherwise affect the obligations of the Consultant under other agreements with the Company.

SECTION 8. DESIGNS, INVENTIONS, PATENTS AND COPYRIGHTS

8.1 Intellectual Property. The Consultant shall promptly disclose, grant, and assign to the Company for its sole use and benefit any and all designs, inventions, improvements, technical information, know-how and technology, and suggestions relating in any way to the products of the Company or its subsidiaries or capable of beneficial use by customers to whom products or services of the Company or its subsidiaries are sold or provided, that the

Consultant may conceive, develop, or acquire during the Consultant's consulting relationship with the Company or its subsidiaries (whether or not during usual working hours), together with all copyrights, trademarks, design patents, patents, and applications for copyrights, trademarks, design patents, patents, divisions of pending patent applications, applications for reissue of patents and specific assignments of such applications that may at any time be granted for or upon any such designs, inventions, improvements, technical information, know-how, or technology (the "Intellectual Property").

8.2 Assignments and Assistance. In connection with the rights of the Company to the Intellectual Property, the Consultant shall promptly execute and deliver such applications, assignments, descriptions, and other instruments as may be necessary or proper in the opinion of the Company to vest in the Company title to the Intellectual Property and to enable the Company to obtain and maintain the entire right and title to the Intellectual Property throughout the world. The Consultant shall also render to the Company, at the Company's expense, such assistance as the Company may require in the prosecution of applications for said patents or reissues thereof, in the prosecution or defense of interferences which may be declared involving any of said applications or patents, and in any litigation in which the Company or its subsidiaries may be involved relating to the Intellectual Property.

8.3 Copyrights. The Consultant agrees to, and hereby grants to the Company, title to all copyrightable material first designed, produced, or composed in the course of or pursuant to the performance of work under this Agreement, which material shall be deemed "works made for hire" under Title 17, United States Code, Section 1.01 of the Copyright Act of 1976. The Consultant hereby grants to the Company a royalty-free, nonexclusive, and irrevocable license to reproduce, translate, publish, use, and dispose of, and to authorize others so to do, any and all copyrighted or copyrightable material created by the Consultant as a result of work performed under this Agreement but not first produced or composed by the Consultant in the performance of this Agreement, provided that the license granted by this paragraph shall be only to the extent the Consultant now has, or prior to the completion of work under this Agreement or under any later agreements with the Company or its subsidiaries relating to similar work may acquire, the right to grant such licenses without the Company becoming liable to pay compensation to others solely because of such grant.

SECTION 9. REMEDIES

The Consultant acknowledges and agrees that the Company's remedy at law for a breach or threatened breach of any of the provisions of Sections 5, 6, and 8 of this Agreement would be inadequate and, in recognition of this fact, in the event of a breach or threatened breach by the Consultant of any of the provisions of Sections 5, 6, and 8, the Consultant agrees that, in addition to its remedy at law, at the Company's option, all rights of the Consultant under this Agreement may be terminated, and the Company shall be entitled without posting any bond to obtain, and the Consultant agrees not to oppose a request for, equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction, or any other equitable remedy which may then be available. The Consultant acknowledges that the granting of a temporary injunction, temporary restraining order or permanent injunction merely prohibiting the use of Proprietary Information would not be an adequate remedy upon breach or threatened breach of Sections 5 and 6, and consequently agrees upon any such breach or threatened breach to the granting of injunctive relief prohibiting the design, development, manufacture, marketing or sale of products and providing of services of the kind designed, developed, manufactured, marketed, sold or provided by the Company or its subsidiaries during the term of the Consultant's consulting relationship with the Company. Nothing contained in this Section 9 shall be construed as prohibiting the Company from pursuing, in addition, any other remedies available to it for such breach or threatened breach.

SECTION 10. MISCELLANEOUS PROVISIONS

10.1 Assignment. This Agreement shall not be assignable by either party, except by the Company to any subsidiary or affiliate of the Company or to any successor in interest to the Company's business.

10.2 Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.

10.3 Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the following addresses:

As to Consultant:	Cassie Roberts
	22736 St. Thomas Circle
	Lutz FL 33549
As to Company:	Advanced 3-D Ultrasound
	Services, Inc.
	7732 N. Mobley Drive
	Odessa FL 33556

All notices and other communications shall be deemed to be given at the expiration of three (3) days after the date of mailing. The address of a party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party.

10.4 Litigation Expense. In the event of a default under this Agreement, the defaulting party shall reimburse the nondefaulting party for all costs and expenses reasonably incurred by the nondefaulting party in connection with the default, including without limitation attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing party or parties shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including without limitation reasonable attorney's fees at the trial level and on appeal.

10.5 Waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

10.6 Applicable Law. This Agreement shall be governed by and shall be construed in accordance with the laws of the state of Florida. Exclusive venue for any action arising hereunder or in connection herewith shall lie in state court in Hillsborough County, Florida.

10.7 Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

Company:	Consultant:
ADVANCED 3-D ULTRASOUND	
SERVICES, INC.	
By: /s/ GLEN OSTROWSKI	/s/ CASSIE ROBERTS
GLEN OSTROWSKI, President	CASSIE ROBERTS

CONSULTING AGREEMENT

DATE: August 6, 2004

PARTIES: MARTIN WHITE (the "Consultant")
ADVANCED 3-D ULTRASOUND SERVICES, INC.
a Florida corporation (the "Company")

AGREEMENTS:

SECTION 1. RETENTION OF CONSULTANT

1.1 Effective Date. Effective August 6, 2004 (the "Effective Date") the Company shall retain the Consultant as an independent contractor consultant, and the Consultant hereby accepts such consulting relationship, upon the terms and conditions set forth in this Agreement.

1.2 Services. The Consultant agrees to serve the Company as a consultant providing services as a healthcare liaison with insurance companies and healthcare professionals for a period of one (1) year. The Consultant shall perform and discharge well and faithfully for the Company such consulting services during the term of this Agreement as may be assigned to the Consultant from time to time by the President of the Company.

SECTION 2. COMPENSATION

2.1 Consulting Fee and Expense Reimbursement. In full satisfaction for any and all consulting services rendered by the Consultant for the Company under this Agreement, the Company shall pay the Consultant a consulting fee and retainer of 5,850 shares of the Company's common stock. All shares issued hereunder shall be registered at the expense of the Company pursuant to Form S-8.

2.2 Other Compensation and Fringe Benefits. The Consultant shall not receive any other compensation from the Company or participate in or receive benefits under any of the Company's employee fringe benefit programs or receive any other fringe benefits from the Company on account of the consulting services to be provided to the Company under this Agreement, including without limitation health, disability, life insurance, retirement, pension, and profit sharing benefits.

2.3 Time Records and Reports. The Consultant shall prepare accurate and complete records of the Consultant's services for the Company under this Agreement and agrees to submit records on a monthly basis to the Company, along with such other documentation of the services performed under this Agreement as reasonably requested by the Company.

SECTION 3. NATURE OF RELATIONSHIP; EXPENSES

3.1 Independent Contractor. It is agreed that the Consultant shall be an independent contractor and shall not be the employee, servant, agent, partner, or joint venturer of the Company, or any of its officers, directors, or employees. The Consultant shall not have the right to or be entitled to any of the employee benefits of the Company or its subsidiaries. The Consultant has no authority to assume or create any obligation or liability, express or implied, on the Company's behalf or in its name or to bind the Company in any manner whatsoever.

3.2 Insurance and Taxes. The Consultant agrees to arrange for the Consultant's own liability, disability, health, and workers' compensation insurance, and that of the Consultant's employees, if any. The Consultant further agrees to be responsible for the Consultant's own tax obligations accruing as a result of payments for services rendered under this Agreement, as well as for the tax withholding obligations with respect to the Consultant's employees, if any. It is expressly understood and agreed by the Consultant that should the Company for any reason incur tax liability or charges whatsoever as a result of not making any withholdings from payments for services under this Agreement, the Consultant will reimburse and indemnify the Company for the same.

3.3 Equipment, Tools, Employees and Overhead. The Consultant shall provide, at the Consultant's expense, all equipment and tools needed to provide services under this Agreement, including the salaries of and benefits provided to any employees of the Consultant. Except as otherwise provided in this Agreement, the Consultant shall be responsible for all of the Consultant's overhead costs and expenses.

3.4 Expenses. Unless specifically otherwise agreed in writing, all expenses will be borne by Consultant.

SECTION 4. TERM

4.1 Initial Term; Renewal. Unless otherwise terminated pursuant to the provisions of Section 4.2, the consulting relationship under this Agreement shall commence on the Effective Date and continue in effect for a period of one (1) year (the "Initial Term"). Thereafter, the term of the consulting relationship under this Agreement shall be extended for successive one-year periods subject to either party's right to terminate the consulting relationship at the end of the Initial Term or on any subsequent anniversary thereof by giving the other party at least 10 days' written notice prior to the effective date of such termination.

4.2 Early Termination. The consulting relationship under this Agreement may be terminated prior to the end of the Initial Term or any renewal term by the death of the Consultant, the disability of the Consultant resulting in the inability of the Consultant to perform the consulting service, or by written notice from the Company that, in the Company's sole determination: (a) the Consultant has refused, failed, or is unable to render consulting services under this Agreement; (b) the Consultant has breached any of the Consultant's other obligations under this Agreement; or (c) the Consultant has engaged or is engaging in conduct that in the Company's sole determination is detrimental to the Company. If the consulting relationship is terminated for any of the reasons set forth in the preceding sentence, the right of the Consultant to the compensation set forth in Section 2 of this Agreement shall cease on the date of such termination, and the Company shall have no further obligation to the Consultant under any of the provisions of this Agreement.

4.3 Effect of Termination. Termination of the consulting relationship shall not affect the provisions of Sections 5, 6, 7, and 8, which provisions shall survive any termination in accordance with their terms.

SECTION 5. DISCLOSURE OF INFORMATION

The Consultant acknowledges that the Company's trade secrets, private or secret processes as they exist from time to time, and information concerning products, developments, manufacturing techniques, new product plans, equipment, inventions, discoveries, patent applications, ideas, designs, engineering drawings, sketches, renderings, other drawings, manufacturing and test data, computer programs, progress reports, materials, costs, specifications, processes, methods, research, procurement and sales activities and procedures, promotion and pricing techniques, and credit and financial data concerning customers of the Company and its subsidiaries, as well as information relating to the management, operation, or planning of the Company and its subsidiaries (the "Proprietary Information") are valuable, special, and unique assets of the Company and its subsidiaries, access to and knowledge of which may be essential to the performance of the Consultant's duties under this Agreement. In light of the highly competitive nature of the industry in which the Company and its subsidiaries conduct their businesses, the Consultant agrees that all Proprietary Information obtained by the Consultant as a result of the Consultant's relationship with the Company and its subsidiaries shall be considered confidential. In recognition of this fact, the Consultant agrees that the Consultant will not, during and after the Consulting Period, disclose any of such Proprietary Information to any person or entity for any reason or purpose whatsoever, and the Consultant will not make use of any Proprietary Information for the Consultant's own purposes or for the benefit of any other person or entity (except the Company and its subsidiaries) under any circumstances.

SECTION 6. NONCOMPETITION AGREEMENT

In order to further protect the confidentiality of the Proprietary Information and in recognition of the highly competitive nature of the industries in which the Company and its subsidiaries conduct their businesses, and for the consideration set forth herein, the Consultant further agrees as

follows:

6.1 Restriction on Competition. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly engage in any Business Activities (hereinafter defined), other than on behalf of the Company or its subsidiaries, whether such engagement is as an officer, director, proprietor, employee, partner, investor (other than as a holder of less than 1% of the outstanding capital stock of a publicly-traded corporation), consultant, advisor, agent, or other participant, in any geographic area in which the products or services of the Company or its subsidiaries have been distributed or provided during the period of the Consultant's consulting relationship with the Company. For purposes of this Agreement, the term "Business Activities" shall mean any business in which the Company is actively engaged as of the termination of this Agreement together with all other activities engaged in by the Company or any of its subsidiaries at any time during the Consultant's consulting relationship with the Company, and activities in any way related to activities with respect to which the Consultant renders consulting services under this Agreement.

6.2 Dealings with Customers of the Company. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly engage in any of the Business Activities (other than on behalf of the Company or its subsidiaries) by supplying products or providing services to any customer with whom the Company or its subsidiaries have done any business during the consulting relationship with the Company, whether as an officer, director, proprietor, employee, partner, investor (other than as a holder of less than one percent (1%) of the outstanding capital stock of a publicly traded corporation), consultant, advisor, agent, or other participant.

6.3 Assistance to Others. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly assist others in engaging in any of the Business Activities in any manner prohibited to the Consultant under this Agreement.

6.4 Company's Employees. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly induce employees of the Company or any of its subsidiaries or affiliates to engage in any activity hereby prohibited to the Consultant or to terminate their employment.

SECTION 7. INTERPRETATION

It is expressly understood and agreed that although the Consultant and the Company consider the restrictions contained in Sections 5 and 6 of this Agreement reasonable for the purpose of preserving the goodwill, proprietary rights, and going concern value of the Company and its subsidiaries, if a final judicial determination is made by a court having jurisdiction that the time or territory or any other restriction contained in Sections 5 and 6 is an unenforceable restriction on the activities of the Consultant, the provisions of such restriction shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such other extent as such court may judicially determine or indicate to be reasonable. Alternatively, if the court referred to above finds that any restriction contained in Sections 5 and 6 or any remedy provided in Section 9 of this Agreement is unenforceable, and such restriction or remedy cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained in this Agreement or the availability of any other remedy. The provisions of Sections 5 and 6 shall in no respect limit or otherwise affect the obligations of the Consultant under other agreements with the Company.

SECTION 8. DESIGNS, INVENTIONS, PATENTS AND COPYRIGHTS

8.1 Intellectual Property. The Consultant shall promptly disclose, grant, and assign to the Company for its sole use and benefit any and all designs, inventions, improvements, technical information, know-how and technology, and suggestions relating in any way to the products of the Company or its subsidiaries or capable of beneficial use by customers to whom products or services of the Company or its subsidiaries are sold or provided, that the

Consultant may conceive, develop, or acquire during the Consultant's consulting relationship with the Company or its subsidiaries (whether or not during usual working hours), together with all copyrights, trademarks, design patents, patents, and applications for copyrights, trademarks, design patents, patents, divisions of pending patent applications, applications for reissue of patents and specific assignments of such applications that may at any time be granted for or upon any such designs, inventions, improvements, technical information, know-how, or technology (the "Intellectual Property").

8.2 Assignments and Assistance. In connection with the rights of the Company to the Intellectual Property, the Consultant shall promptly execute and deliver such applications, assignments, descriptions, and other instruments as may be necessary or proper in the opinion of the Company to vest in the Company title to the Intellectual Property and to enable the Company to obtain and maintain the entire right and title to the Intellectual Property throughout the world. The Consultant shall also render to the Company, at the Company's expense, such assistance as the Company may require in the prosecution of applications for said patents or reissues thereof, in the prosecution or defense of interferences which may be declared involving any of said applications or patents, and in any litigation in which the Company or its subsidiaries may be involved relating to the Intellectual Property.

8.3 Copyrights. The Consultant agrees to, and hereby grants to the Company, title to all copyrightable material first designed, produced, or composed in the course of or pursuant to the performance of work under this Agreement, which material shall be deemed "works made for hire" under Title 17, United States Code, Section 1.01 of the Copyright Act of 1976. The Consultant hereby grants to the Company a royalty-free, nonexclusive, and irrevocable license to reproduce, translate, publish, use, and dispose of, and to authorize others so to do, any and all copyrighted or copyrightable material created by the Consultant as a result of work performed under this Agreement but not first produced or composed by the Consultant in the performance of this Agreement, provided that the license granted by this paragraph shall be only to the extent the Consultant now has, or prior to the completion of work under this Agreement or under any later agreements with the Company or its subsidiaries relating to similar work may acquire, the right to grant such licenses without the Company becoming liable to pay compensation to others solely because of such grant.

SECTION 9. REMEDIES

The Consultant acknowledges and agrees that the Company's remedy at law for a breach or threatened breach of any of the provisions of Sections 5, 6, and 8 of this Agreement would be inadequate and, in recognition of this fact, in the event of a breach or threatened breach by the Consultant of any of the provisions of Sections 5, 6, and 8, the Consultant agrees that, in addition to its remedy at law, at the Company's option, all rights of the Consultant under this Agreement may be terminated, and the Company shall be entitled without posting any bond to obtain, and the Consultant agrees not to oppose a request for, equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction, or any other equitable remedy which may then be available. The Consultant acknowledges that the granting of a temporary injunction, temporary restraining order or permanent injunction merely prohibiting the use of Proprietary Information would not be an adequate remedy upon breach or threatened breach of Sections 5 and 6, and consequently agrees upon any such breach or threatened breach to the granting of injunctive relief prohibiting the design, development, manufacture, marketing or sale of products and providing of services of the kind designed, developed, manufactured, marketed, sold or provided by the Company or its subsidiaries during the term of the Consultant's consulting relationship with the Company. Nothing contained in this Section 9 shall be construed as prohibiting the Company from pursuing, in addition, any other remedies available to it for such breach or threatened breach.

SECTION 10. MISCELLANEOUS PROVISIONS

10.1 Assignment. This Agreement shall not be assignable by either party, except by the Company to any subsidiary or affiliate of the Company or to any successor in interest to the Company's business.

10.2 Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.

10.3 Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the following addresses:

As to Consultant: Martin White
 114 Willshire Circle
 Castleberry FL 32707

As to Company: Advanced 3-D Ultrasound
 Services, Inc.
 7732 N. Mobley Drive
 Odessa FL 33556

All notices and other communications shall be deemed to be given at the expiration of three (3) days after the date of mailing. The address of a party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party.

10.4 Litigation Expense. In the event of a default under this Agreement, the defaulting party shall reimburse the nondefaulting party for all costs and expenses reasonably incurred by the nondefaulting party in connection with the default, including without limitation attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing party or parties shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including without limitation reasonable attorney's fees at the trial level and on appeal.

10.5 Waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

10.6 Applicable Law. This Agreement shall be governed by and shall be construed in accordance with the laws of the state of Florida. Exclusive venue for any action arising hereunder or in connection herewith shall lie in state court in Hillsborough County, Florida.

10.7 Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

Company:

ADVANCED 3-D ULTRASOUND
SERVICES, INC.

By: /s/ GLEN OSTROWSKI
 GLEN OSTROWSKI, President

Consultant:

/s/ MARTIN WHITE
MARTIN WHITE

CONSULTING AGREEMENT

DATE: August 4, 2004

PARTIES: MARK DOLAN (the "Consultant")

ADVANCED 3-D ULTRASOUND SERVICES, INC.
a Florida corporation (the "Company")

AGREEMENTS:

SECTION 1. RETENTION OF CONSULTANT

1.1 *Effective Date.* Effective August 4, 2004 (the "Effective Date") the Company shall retain the Consultant as an independent contractor consultant, and the Consultant hereby accepts such consulting relationship, upon the terms and conditions set forth in this Agreement.

1.2 *Services.* The Consultant agrees to serve the Company as a consultant providing legal services for a period of one (1) year. The Consultant shall perform and discharge well and faithfully for the Company such consulting services during the term of this Agreement as may be assigned to the Consultant from time to time by the President of the Company.

SECTION 2. COMPENSATION

2.1 *Consulting Fee and Expense Reimbursement.* In full satisfaction for any and all consulting services rendered by the Consultant for the Company under this Agreement, the Company shall pay the Consultant a consulting fee and retainer of 5,850 shares of the Company's common stock. All shares issued hereunder shall be registered at the expense of the Company pursuant to Form S-8.

2.2 *Other Compensation and Fringe Benefits.* The Consultant shall not receive any other compensation from the Company or participate in or receive benefits under any of the Company's employee fringe benefit programs or receive any other fringe benefits from the Company on account of the consulting services to be provided to the Company under this Agreement, including without limitation health, disability, life insurance, retirement, pension, and profit sharing benefits.

2.3 *Time Records and Reports.* The Consultant shall prepare accurate and complete records of the Consultant's services for the Company under this Agreement and agrees to submit records on a monthly basis to the Company, along with such other documentation of the services performed under this Agreement as reasonably requested by the Company.

SECTION 3. NATURE OF RELATIONSHIP; EXPENSES

3.1 *Independent Contractor.* It is agreed that the Consultant shall be an independent contractor and shall not be the employee, servant, agent, partner, or joint venturer of the Company, or any of its officers, directors, or employees. The Consultant shall not have the right to or be entitled to any of the employee benefits of the Company or its subsidiaries. The Consultant has no authority to assume or create any obligation or liability, express or implied, on the Company's behalf or in its name or to bind the Company in any manner whatsoever.

3.2 *Insurance and Taxes.* The Consultant agrees to arrange for the Consultant's own liability, disability, health, and workers' compensation insurance, and that of the Consultant's employees, if any. The Consultant further agrees to be responsible for the Consultant's own tax obligations accruing as a result of payments for services rendered under this Agreement, as well as for the tax withholding obligations with respect to the Consultant's employees, if any. It is expressly understood and agreed by the Consultant that should the Company for any reason incur tax liability or charges whatsoever as a result of not making any withholdings from payments for services under this Agreement, the Consultant will reimburse and indemnify the Company for the same.

3.3 *Equipment, Tools, Employees and Overhead.* The Consultant shall

provide, at the Consultant's expense, all equipment and tools needed to provide services under this Agreement, including the salaries of and benefits provided to any employees of the Consultant. Except as otherwise provided in this Agreement, the Consultant shall be responsible for all of the Consultant's overhead costs and expenses.

3.4 Expenses. Unless specifically otherwise agreed in writing, all expenses will be borne by Consultant.

SECTION 4. TERM

4.1 Initial Term; Renewal. Unless otherwise terminated pursuant to the provisions of Section 4.2, the consulting relationship under this Agreement shall commence on the Effective Date and continue in effect for a period of one (1) year (the "Initial Term"). Thereafter, the term of the consulting relationship under this Agreement shall be extended for successive one-year periods subject to either party's right to terminate the consulting relationship at the end of the Initial Term or on any subsequent anniversary thereof by giving the other party at least 10 days' written notice prior to the effective date of such termination.

4.2 Early Termination. The consulting relationship under this Agreement may be terminated prior to the end of the Initial Term or any renewal term by the death of the Consultant, the disability of the Consultant resulting in the inability of the Consultant to perform the consulting service, or by written notice from the Company that, in the Company's sole determination: (a) the Consultant has refused, failed, or is unable to render consulting services under this Agreement; (b) the Consultant has breached any of the Consultant's other obligations under this Agreement; or (c) the Consultant has engaged or is engaging in conduct that in the Company's sole determination is detrimental to the Company. If the consulting relationship is terminated for any of the reasons set forth in the preceding sentence, the right of the Consultant to the compensation set forth in Section 2 of this Agreement shall cease on the date of such termination, and the Company shall have no further obligation to the Consultant under any of the provisions of this Agreement.

4.3 Effect of Termination. Termination of the consulting relationship shall not affect the provisions of Sections 5, 6, 7, and 8, which provisions shall survive any termination in accordance with their terms.

SECTION 5. DISCLOSURE OF INFORMATION

The Consultant acknowledges that the Company's trade secrets, private or secret processes as they exist from time to time, and information concerning products, developments, manufacturing techniques, new product plans, equipment, inventions, discoveries, patent applications, ideas, designs, engineering drawings, sketches, renderings, other drawings, manufacturing and test data, computer programs, progress reports, materials, costs, specifications, processes, methods, research, procurement and sales activities and procedures, promotion and pricing techniques, and credit and financial data concerning customers of the Company and its subsidiaries, as well as information relating to the management, operation, or planning of the Company and its subsidiaries (the "Proprietary Information") are valuable, special, and unique assets of the Company and its subsidiaries, access to and knowledge of which may be essential to the performance of the Consultant's duties under this Agreement. In light of the highly competitive nature of the industry in which the Company and its subsidiaries conduct their businesses, the Consultant agrees that all Proprietary Information obtained by the Consultant as a result of the Consultant's relationship with the Company and its subsidiaries shall be considered confidential. In recognition of this fact, the Consultant agrees that the Consultant will not, during and after the Consulting Period, disclose any of such Proprietary Information to any person or entity for any reason or purpose whatsoever, and the Consultant will not make use of any Proprietary Information for the Consultant's own purposes or for the benefit of any other person or entity (except the Company and its subsidiaries) under any circumstances.

SECTION 6. NONCOMPETITION AGREEMENT

In order to further protect the confidentiality of the Proprietary Information and in recognition of the highly competitive nature of the industries in which the Company and its subsidiaries conduct their businesses, and for the consideration set forth herein, the Consultant further agrees as follows:

6.1 Restriction on Competition. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly engage in any Business Activities (hereinafter defined), other than on behalf of the Company or its subsidiaries, whether such engagement is as an officer, director, proprietor, employee, partner, investor (other than as a holder of less than 1% of the outstanding capital stock of a publicly-traded corporation), consultant, advisor, agent, or other participant, in any geographic area in which the products or services of the Company or its subsidiaries have been distributed or provided during the period of the Consultant's consulting relationship with the Company. For purposes of this Agreement, the term "Business Activities" shall mean any business in which the Company is actively engaged as of the termination of this Agreement together with all other activities engaged in by the Company or any of its subsidiaries at any time during the Consultant's consulting relationship with the Company, and activities in any way related to activities with respect to which the Consultant renders consulting services under this Agreement.

6.2 Dealings with Customers of the Company. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly engage in any of the Business Activities (other than on behalf of the Company or its subsidiaries) by supplying products or providing services to any customer with whom the Company or its subsidiaries have done any business during the consulting relationship with the Company, whether as an officer, director, proprietor, employee, partner, investor (other than as a holder of less than one percent (1%) of the outstanding capital stock of a publicly traded corporation), consultant, advisor, agent, or other participant.

6.3 Assistance to Others. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly assist others in engaging in any of the Business Activities in any manner prohibited to the Consultant under this Agreement.

6.4 Company's Employees. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly induce employees of the Company or any of its subsidiaries or affiliates to engage in any activity hereby prohibited to the Consultant or to terminate their employment.

SECTION 7. INTERPRETATION

It is expressly understood and agreed that although the Consultant and the Company consider the restrictions contained in Sections 5 and 6 of this Agreement reasonable for the purpose of preserving the goodwill, proprietary rights, and going concern value of the Company and its subsidiaries, if a final judicial determination is made by a court having jurisdiction that the time or territory or any other restriction contained in Sections 5 and 6 is an unenforceable restriction on the activities of the Consultant, the provisions of such restriction shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such other extent as such court may judicially determine or indicate to be reasonable. Alternatively, if the court referred to above finds that any restriction contained in Sections 5 and 6 or any remedy provided in Section 9 of this Agreement is unenforceable, and such restriction or remedy cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained in this Agreement or the availability of any other remedy. The provisions of Sections 5 and 6 shall in no respect limit or otherwise affect the obligations of the Consultant under other agreements with the Company.

SECTION 8. DESIGNS, INVENTIONS, PATENTS AND COPYRIGHTS

8.1 Intellectual Property. The Consultant shall promptly disclose, grant, and assign to the Company for its sole use and benefit any and all designs, inventions, improvements, technical information, know-how and technology, and suggestions relating in any way to the products of the Company or its subsidiaries or capable of beneficial use by customers to whom products or services of the Company or its subsidiaries are sold or provided, that the Consultant may conceive, develop, or acquire during the Consultant's consulting

relationship with the Company or its subsidiaries (whether or not during usual working hours), together with all copyrights, trademarks, design patents, patents, and applications for copyrights, trademarks, design patents, patents, divisions of pending patent applications, applications for reissue of patents and specific assignments of such applications that may at any time be granted for or upon any such designs, inventions, improvements, technical information, know-how, or technology (the "Intellectual Property").

8.2 Assignments and Assistance. In connection with the rights of the Company to the Intellectual Property, the Consultant shall promptly execute and deliver such applications, assignments, descriptions, and other instruments as may be necessary or proper in the opinion of the Company to vest in the Company title to the Intellectual Property and to enable the Company to obtain and maintain the entire right and title to the Intellectual Property throughout the world. The Consultant shall also render to the Company, at the Company's expense, such assistance as the Company may require in the prosecution of applications for said patents or reissues thereof, in the prosecution or defense of interferences which may be declared involving any of said applications or patents, and in any litigation in which the Company or its subsidiaries may be involved relating to the Intellectual Property.

8.3 Copyrights. The Consultant agrees to, and hereby grants to the Company, title to all copyrightable material first designed, produced, or composed in the course of or pursuant to the performance of work under this Agreement, which material shall be deemed "works made for hire" under Title 17, United States Code, Section 1.01 of the Copyright Act of 1976. The Consultant hereby grants to the Company a royalty-free, nonexclusive, and irrevocable license to reproduce, translate, publish, use, and dispose of, and to authorize others so to do, any and all copyrighted or copyrightable material created by the Consultant as a result of work performed under this Agreement but not first produced or composed by the Consultant in the performance of this Agreement, provided that the license granted by this paragraph shall be only to the extent the Consultant now has, or prior to the completion of work under this Agreement or under any later agreements with the Company or its subsidiaries relating to similar work may acquire, the right to grant such licenses without the Company becoming liable to pay compensation to others solely because of such grant.

SECTION 9. REMEDIES

The Consultant acknowledges and agrees that the Company's remedy at law for a breach or threatened breach of any of the provisions of Sections 5, 6, and 8 of this Agreement would be inadequate and, in recognition of this fact, in the event of a breach or threatened breach by the Consultant of any of the provisions of Sections 5, 6, and 8, the Consultant agrees that, in addition to its remedy at law, at the Company's option, all rights of the Consultant under this Agreement may be terminated, and the Company shall be entitled without posting any bond to obtain, and the Consultant agrees not to oppose a request for, equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction, or any other equitable remedy which may then be available. The Consultant acknowledges that the granting of a temporary injunction, temporary restraining order or permanent injunction merely prohibiting the use of Proprietary Information would not be an adequate remedy upon breach or threatened breach of Sections 5 and 6, and consequently agrees upon any such breach or threatened breach to the granting of injunctive relief prohibiting the design, development, manufacture, marketing or sale of products and providing of services of the kind designed, developed, manufactured, marketed, sold or provided by the Company or its subsidiaries during the term of the Consultant's consulting relationship with the Company. Nothing contained in this Section 9 shall be construed as prohibiting the Company from pursuing, in addition, any other remedies available to it for such breach or threatened breach.

SECTION 10. MISCELLANEOUS PROVISIONS

10.1 Assignment. This Agreement shall not be assignable by either party, except by the Company to any subsidiary or affiliate of the Company or to any successor in interest to the Company's business.

10.2 Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.

10.3 Notice. Any notice or other communication required or permitted to

be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the following addresses:

As to Consultant: Mark Dolan
2628 Sunyside Circle
Palm Harbor FL 33648

As to Company: Advanced 3-D Ultrasound
Services, Inc.
7732 N. Mobley Drive
Odessa FL 33556

All notices and other communications shall be deemed to be given at the expiration of three (3) days after the date of mailing. The address of a party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party.

10.4 Litigation Expense. In the event of a default under this Agreement, the defaulting party shall reimburse the nondefaulting party for all costs and expenses reasonably incurred by the nondefaulting party in connection with the default, including without limitation attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing party or parties shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including without limitation reasonable attorney's fees at the trial level and on appeal.

10.5 Waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

10.6 Applicable Law. This Agreement shall be governed by and shall be construed in accordance with the laws of the state of Florida. Exclusive venue for any action arising hereunder or in connection herewith shall lie in state court in Hillsborough County, Florida.

10.7 Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

Company:

Consultant:

ADVANCED 3-D ULTRASOUND
SERVICES, INC.

By: /s/ GLEN OSTROWSKI
GLEN OSTROWSKI, President

/s/ MARK DOLAN
MARK DOLAN

CONSULTING AGREEMENT

DATE: August 6, 2004

PARTIES: DAN WITHERSPOON (the "Consultant")
ADVANCED 3-D ULTRASOUND SERVICES, INC.
a Florida corporation (the "Company")

AGREEMENTS:

SECTION 1. RETENTION OF CONSULTANT

1.1 Effective Date. Effective August 6, 2004 (the "Effective Date") the Company shall retain the Consultant as an independent contractor consultant, and the Consultant hereby accepts such consulting relationship, upon the terms and conditions set forth in this Agreement.

1.2 Services. The Consultant agrees to serve the Company as a consultant regarding the Company's marketing program for a period of one (1) year. The Consultant shall perform and discharge well and faithfully for the Company such consulting services during the term of this Agreement as may be assigned to the Consultant from time to time by the President of the Company.

SECTION 2. COMPENSATION

2.1 Consulting Fee and Expense Reimbursement. In full satisfaction for any and all consulting services rendered by the Consultant for the Company under this Agreement, the Company shall pay the Consultant a consulting fee and retainer of 5,850 shares of the Company's common stock. All shares issued hereunder shall be registered at the expense of the Company pursuant to Form S-8.

2.2 Other Compensation and Fringe Benefits. The Consultant shall not receive any other compensation from the Company or participate in or receive benefits under any of the Company's employee fringe benefit programs or receive any other fringe benefits from the Company on account of the consulting services to be provided to the Company under this Agreement, including without limitation health, disability, life insurance, retirement, pension, and profit sharing benefits.

2.3 Time Records and Reports. The Consultant shall prepare accurate and complete records of the Consultant's services for the Company under this Agreement and agrees to submit records on a monthly basis to the Company, along with such other documentation of the services performed under this Agreement as reasonably requested by the Company.

SECTION 3. NATURE OF RELATIONSHIP; EXPENSES

3.1 Independent Contractor. It is agreed that the Consultant shall be an independent contractor and shall not be the employee, servant, agent, partner, or joint venturer of the Company, or any of its officers, directors, or employees. The Consultant shall not have the right to or be entitled to any of the employee benefits of the Company or its subsidiaries. The Consultant has no authority to assume or create any obligation or liability, express or implied, on the Company's behalf or in its name or to bind the Company in any manner whatsoever.

3.2 Insurance and Taxes. The Consultant agrees to arrange for the Consultant's own liability, disability, health, and workers' compensation insurance, and that of the Consultant's employees, if any. The Consultant further agrees to be responsible for the Consultant's own tax obligations accruing as a result of payments for services rendered under this Agreement, as well as for the tax withholding obligations with respect to the Consultant's employees, if any. It is expressly understood and agreed by the Consultant that should the Company for any reason incur tax liability or charges whatsoever as a result of not making any withholdings from payments for services under this Agreement, the Consultant will reimburse and indemnify the Company for the same.

3.3 Equipment, Tools, Employees and Overhead. The Consultant shall

provide, at the Consultant's expense, all equipment and tools needed to provide services under this Agreement, including the salaries of and benefits provided to any employees of the Consultant. Except as otherwise provided in this Agreement, the Consultant shall be responsible for all of the Consultant's overhead costs and expenses.

3.4 Expenses. Unless specifically otherwise agreed in writing, all expenses will be borne by Consultant.

SECTION 4. TERM

4.1 Initial Term; Renewal. Unless otherwise terminated pursuant to the provisions of Section 4.2, the consulting relationship under this Agreement shall commence on the Effective Date and continue in effect for a period of one (1) year (the "Initial Term"). Thereafter, the term of the consulting relationship under this Agreement shall be extended for successive one-year periods subject to either party's right to terminate the consulting relationship at the end of the Initial Term or on any subsequent anniversary thereof by giving the other party at least 10 days' written notice prior to the effective date of such termination.

4.2 Early Termination. The consulting relationship under this Agreement may be terminated prior to the end of the Initial Term or any renewal term by the death of the Consultant, the disability of the Consultant resulting in the inability of the Consultant to perform the consulting service, or by written notice from the Company that, in the Company's sole determination: (a) the Consultant has refused, failed, or is unable to render consulting services under this Agreement; (b) the Consultant has breached any of the Consultant's other obligations under this Agreement; or (c) the Consultant has engaged or is engaging in conduct that in the Company's sole determination is detrimental to the Company. If the consulting relationship is terminated for any of the reasons set forth in the preceding sentence, the right of the Consultant to the compensation set forth in Section 2 of this Agreement shall cease on the date of such termination, and the Company shall have no further obligation to the Consultant under any of the provisions of this Agreement.

4.3 Effect of Termination. Termination of the consulting relationship shall not affect the provisions of Sections 5, 6, 7, and 8, which provisions shall survive any termination in accordance with their terms.

SECTION 5. DISCLOSURE OF INFORMATION

The Consultant acknowledges that the Company's trade secrets, private or secret processes as they exist from time to time, and information concerning products, developments, manufacturing techniques, new product plans, equipment, inventions, discoveries, patent applications, ideas, designs, engineering drawings, sketches, renderings, other drawings, manufacturing and test data, computer programs, progress reports, materials, costs, specifications, processes, methods, research, procurement and sales activities and procedures, promotion and pricing techniques, and credit and financial data concerning customers of the Company and its subsidiaries, as well as information relating to the management, operation, or planning of the Company and its subsidiaries (the "Proprietary Information") are valuable, special, and unique assets of the Company and its subsidiaries, access to and knowledge of which may be essential to the performance of the Consultant's duties under this Agreement. In light of the highly competitive nature of the industry in which the Company and its subsidiaries conduct their businesses, the Consultant agrees that all Proprietary Information obtained by the Consultant as a result of the Consultant's relationship with the Company and its subsidiaries shall be considered confidential. In recognition of this fact, the Consultant agrees that the Consultant will not, during and after the Consulting Period, disclose any of such Proprietary Information to any person or entity for any reason or purpose whatsoever, and the Consultant will not make use of any Proprietary Information for the Consultant's own purposes or for the benefit of any other person or entity (except the Company and its subsidiaries) under any circumstances.

SECTION 6. NONCOMPETITION AGREEMENT

In order to further protect the confidentiality of the Proprietary Information and in recognition of the highly competitive nature of the industries in which the Company and its subsidiaries conduct their businesses, and for the consideration set forth herein, the Consultant further agrees as follows:

6.1 Restriction on Competition. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly engage in any Business Activities (hereinafter defined), other than on behalf of the Company or its subsidiaries, whether such engagement is as an officer, director, proprietor, employee, partner, investor (other than as a holder of less than 1% of the outstanding capital stock of a publicly-traded corporation), consultant, advisor, agent, or other participant, in any geographic area in which the products or services of the Company or its subsidiaries have been distributed or provided during the period of the Consultant's consulting relationship with the Company. For purposes of this Agreement, the term "Business Activities" shall mean any business in which the Company is actively engaged as of the termination of this Agreement together with all other activities engaged in by the Company or any of its subsidiaries at any time during the Consultant's consulting relationship with the Company, and activities in any way related to activities with respect to which the Consultant renders consulting services under this Agreement.

6.2 Dealings with Customers of the Company. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly engage in any of the Business Activities (other than on behalf of the Company or its subsidiaries) by supplying products or providing services to any customer with whom the Company or its subsidiaries have done any business during the consulting relationship with the Company, whether as an officer, director, proprietor, employee, partner, investor (other than as a holder of less than one percent (1%) of the outstanding capital stock of a publicly traded corporation), consultant, advisor, agent, or other participant.

6.3 Assistance to Others. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly assist others in engaging in any of the Business Activities in any manner prohibited to the Consultant under this Agreement.

6.4 Company's Employees. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly induce employees of the Company or any of its subsidiaries or affiliates to engage in any activity hereby prohibited to the Consultant or to terminate their employment.

SECTION 7. INTERPRETATION

It is expressly understood and agreed that although the Consultant and the Company consider the restrictions contained in Sections 5 and 6 of this Agreement reasonable for the purpose of preserving the goodwill, proprietary rights, and going concern value of the Company and its subsidiaries, if a final judicial determination is made by a court having jurisdiction that the time or territory or any other restriction contained in Sections 5 and 6 is an unenforceable restriction on the activities of the Consultant, the provisions of such restriction shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such other extent as such court may judicially determine or indicate to be reasonable. Alternatively, if the court referred to above finds that any restriction contained in Sections 5 and 6 or any remedy provided in Section 9 of this Agreement is unenforceable, and such restriction or remedy cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained in this Agreement or the availability of any other remedy. The provisions of Sections 5 and 6 shall in no respect limit or otherwise affect the obligations of the Consultant under other agreements with the Company.

SECTION 8. DESIGNS, INVENTIONS, PATENTS AND COPYRIGHTS

8.1 Intellectual Property. The Consultant shall promptly disclose, grant, and assign to the Company for its sole use and benefit any and all designs, inventions, improvements, technical information, know-how and technology, and suggestions relating in any way to the products of the Company or its subsidiaries or capable of beneficial use by customers to whom products or services of the Company or its subsidiaries are sold or provided, that the Consultant may conceive, develop, or acquire during the Consultant's consulting

relationship with the Company or its subsidiaries (whether or not during usual working hours), together with all copyrights, trademarks, design patents, patents, and applications for copyrights, trademarks, design patents, patents, divisions of pending patent applications, applications for reissue of patents and specific assignments of such applications that may at any time be granted for or upon any such designs, inventions, improvements, technical information, know-how, or technology (the "Intellectual Property").

8.2 Assignments and Assistance. In connection with the rights of the Company to the Intellectual Property, the Consultant shall promptly execute and deliver such applications, assignments, descriptions, and other instruments as may be necessary or proper in the opinion of the Company to vest in the Company title to the Intellectual Property and to enable the Company to obtain and maintain the entire right and title to the Intellectual Property throughout the world. The Consultant shall also render to the Company, at the Company's expense, such assistance as the Company may require in the prosecution of applications for said patents or reissues thereof, in the prosecution or defense of interferences which may be declared involving any of said applications or patents, and in any litigation in which the Company or its subsidiaries may be involved relating to the Intellectual Property.

8.3 Copyrights. The Consultant agrees to, and hereby grants to the Company, title to all copyrightable material first designed, produced, or composed in the course of or pursuant to the performance of work under this Agreement, which material shall be deemed "works made for hire" under Title 17, United States Code, Section 1.01 of the Copyright Act of 1976. The Consultant hereby grants to the Company a royalty-free, nonexclusive, and irrevocable license to reproduce, translate, publish, use, and dispose of, and to authorize others so to do, any and all copyrighted or copyrightable material created by the Consultant as a result of work performed under this Agreement but not first produced or composed by the Consultant in the performance of this Agreement, provided that the license granted by this paragraph shall be only to the extent the Consultant now has, or prior to the completion of work under this Agreement or under any later agreements with the Company or its subsidiaries relating to similar work may acquire, the right to grant such licenses without the Company becoming liable to pay compensation to others solely because of such grant.

SECTION 9. REMEDIES

The Consultant acknowledges and agrees that the Company's remedy at law for a breach or threatened breach of any of the provisions of Sections 5, 6, and 8 of this Agreement would be inadequate and, in recognition of this fact, in the event of a breach or threatened breach by the Consultant of any of the provisions of Sections 5, 6, and 8, the Consultant agrees that, in addition to its remedy at law, at the Company's option, all rights of the Consultant under this Agreement may be terminated, and the Company shall be entitled without posting any bond to obtain, and the Consultant agrees not to oppose a request for, equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction, or any other equitable remedy which may then be available. The Consultant acknowledges that the granting of a temporary injunction, temporary restraining order or permanent injunction merely prohibiting the use of Proprietary Information would not be an adequate remedy upon breach or threatened breach of Sections 5 and 6, and consequently agrees upon any such breach or threatened breach to the granting of injunctive relief prohibiting the design, development, manufacture, marketing or sale of products and providing of services of the kind designed, developed, manufactured, marketed, sold or provided by the Company or its subsidiaries during the term of the Consultant's consulting relationship with the Company. Nothing contained in this Section 9 shall be construed as prohibiting the Company from pursuing, in addition, any other remedies available to it for such breach or threatened breach.

SECTION 10. MISCELLANEOUS PROVISIONS

10.1 Assignment. This Agreement shall not be assignable by either party, except by the Company to any subsidiary or affiliate of the Company or to any successor in interest to the Company's business.

10.2 Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.

10.3 Notice. Any notice or other communication required or permitted to

be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the following addresses:

As to Consultant: Dan Witherspoon
301 Danube Avenue # 16
Tampa, FL 33606

As to Company: Advanced 3-D Ultrasound
Services, Inc.
7732 N. Mobley Drive
Odessa FL 33556

All notices and other communications shall be deemed to be given at the expiration of three (3) days after the date of mailing. The address of a party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party.

10.4 Litigation Expense. In the event of a default under this Agreement, the defaulting party shall reimburse the nondefaulting party for all costs and expenses reasonably incurred by the nondefaulting party in connection with the default, including without limitation attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing party or parties shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including without limitation reasonable attorney's fees at the trial level and on appeal.

10.5 Waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

10.6 Applicable Law. This Agreement shall be governed by and shall be construed in accordance with the laws of the state of Florida. Exclusive venue for any action arising hereunder or in connection herewith shall lie in state court in Hillsborough County, Florida.

10.7 Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

Company:

Consultant:

ADVANCED 3-D ULTRASOUND
SERVICES, INC.

By: /s/ GLEN OSTROWSKI
GLEN OSTROWSKI, President

/s/ DAN WITHERSPOON
DAN WITHERSPOON

CONSULTING AGREEMENT

DATE: August 6, 2004

PARTIES: ALVIN FERRER (the "Consultant")
ADVANCED 3-D ULTRASOUND SERVICES, INC.
a Florida corporation (the "Company")

AGREEMENTS:

SECTION 1. RETENTION OF CONSULTANT

1.1 Effective Date. Effective August 6, 2004 (the "Effective Date") the Company shall retain the Consultant as an independent contractor consultant, and the Consultant hereby accepts such consulting relationship, upon the terms and conditions set forth in this Agreement.

1.2 Services. The Consultant agrees to serve the Company as a consultant relating to the branding of the Company's services and providing graphics, and design services for a period of one (1) year. The Consultant shall perform and discharge well and faithfully for the Company such consulting services during the term of this Agreement as may be assigned to the Consultant from time to time by the President of the Company.

SECTION 2. COMPENSATION

2.1 Consulting Fee and Expense Reimbursement. In full satisfaction for any and all consulting services rendered by the Consultant for the Company under this Agreement, the Company shall pay the Consultant a consulting fee and retainer of 5,850 shares of the Company's common stock. All shares issued hereunder shall be registered at the expense of the Company pursuant to Form S-8.

2.2 Other Compensation and Fringe Benefits. The Consultant shall not receive any other compensation from the Company or participate in or receive benefits under any of the Company's employee fringe benefit programs or receive any other fringe benefits from the Company on account of the consulting services to be provided to the Company under this Agreement, including without limitation health, disability, life insurance, retirement, pension, and profit sharing benefits.

2.3 Time Records and Reports. The Consultant shall prepare accurate and complete records of the Consultant's services for the Company under this Agreement and agrees to submit records on a monthly basis to the Company, along with such other documentation of the services performed under this Agreement as reasonably requested by the Company.

SECTION 3. NATURE OF RELATIONSHIP; EXPENSES

3.1 Independent Contractor. It is agreed that the Consultant shall be an independent contractor and shall not be the employee, servant, agent, partner, or joint venturer of the Company, or any of its officers, directors, or employees. The Consultant shall not have the right to or be entitled to any of the employee benefits of the Company or its subsidiaries. The Consultant has no authority to assume or create any obligation or liability, express or implied, on the Company's behalf or in its name or to bind the Company in any manner whatsoever.

3.2 Insurance and Taxes. The Consultant agrees to arrange for the Consultant's own liability, disability, health, and workers' compensation insurance, and that of the Consultant's employees, if any. The Consultant further agrees to be responsible for the Consultant's own tax obligations accruing as a result of payments for services rendered under this Agreement, as well as for the tax withholding obligations with respect to the Consultant's employees, if any. It is expressly understood and agreed by the Consultant that should the Company for any reason incur tax liability or charges whatsoever as a result of not making any withholdings from payments for services under this Agreement, the Consultant will reimburse and indemnify the Company for the same.

3.3 Equipment, Tools, Employees and Overhead. The Consultant shall provide, at the Consultant's expense, all equipment and tools needed to provide services under this Agreement, including the salaries of and benefits provided to any employees of the Consultant. Except as otherwise provided in this Agreement, the Consultant shall be responsible for all of the Consultant's overhead costs and expenses.

3.4 Expenses. Unless specifically otherwise agreed in writing, all expenses will be borne by Consultant.

SECTION 4. TERM

4.1 Initial Term; Renewal. Unless otherwise terminated pursuant to the provisions of Section 4.2, the consulting relationship under this Agreement shall commence on the Effective Date and continue in effect for a period of one (1) year (the "Initial Term"). Thereafter, the term of the consulting relationship under this Agreement shall be extended for successive one-year periods subject to either party's right to terminate the consulting relationship at the end of the Initial Term or on any subsequent anniversary thereof by giving the other party at least 10 days' written notice prior to the effective date of such termination.

4.2 Early Termination. The consulting relationship under this Agreement may be terminated prior to the end of the Initial Term or any renewal term by the death of the Consultant, the disability of the Consultant resulting in the inability of the Consultant to perform the consulting service, or by written notice from the Company that, in the Company's sole determination: (a) the Consultant has refused, failed, or is unable to render consulting services under this Agreement; (b) the Consultant has breached any of the Consultant's other obligations under this Agreement; or (c) the Consultant has engaged or is engaging in conduct that in the Company's sole determination is detrimental to the Company. If the consulting relationship is terminated for any of the reasons set forth in the preceding sentence, the right of the Consultant to the compensation set forth in Section 2 of this Agreement shall cease on the date of such termination, and the Company shall have no further obligation to the Consultant under any of the provisions of this Agreement.

4.3 Effect of Termination. Termination of the consulting relationship shall not affect the provisions of Sections 5, 6, 7, and 8, which provisions shall survive any termination in accordance with their terms.

SECTION 5. DISCLOSURE OF INFORMATION

The Consultant acknowledges that the Company's trade secrets, private or secret processes as they exist from time to time, and information concerning products, developments, manufacturing techniques, new product plans, equipment, inventions, discoveries, patent applications, ideas, designs, engineering drawings, sketches, renderings, other drawings, manufacturing and test data, computer programs, progress reports, materials, costs, specifications, processes, methods, research, procurement and sales activities and procedures, promotion and pricing techniques, and credit and financial data concerning customers of the Company and its subsidiaries, as well as information relating to the management, operation, or planning of the Company and its subsidiaries (the "Proprietary Information") are valuable, special, and unique assets of the Company and its subsidiaries, access to and knowledge of which may be essential to the performance of the Consultant's duties under this Agreement. In light of the highly competitive nature of the industry in which the Company and its subsidiaries conduct their businesses, the Consultant agrees that all Proprietary Information obtained by the Consultant as a result of the Consultant's relationship with the Company and its subsidiaries shall be considered confidential. In recognition of this fact, the Consultant agrees that the Consultant will not, during and after the Consulting Period, disclose any of such Proprietary Information to any person or entity for any reason or purpose whatsoever, and the Consultant will not make use of any Proprietary Information for the Consultant's own purposes or for the benefit of any other person or entity (except the Company and its subsidiaries) under any circumstances.

SECTION 6. NONCOMPETITION AGREEMENT

In order to further protect the confidentiality of the Proprietary Information and in recognition of the highly competitive nature of the industries in which the Company and its subsidiaries conduct their businesses, and for the consideration set forth herein, the Consultant further agrees as

follows:

6.1 Restriction on Competition. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly engage in any Business Activities (hereinafter defined), other than on behalf of the Company or its subsidiaries, whether such engagement is as an officer, director, proprietor, employee, partner, investor (other than as a holder of less than 1% of the outstanding capital stock of a publicly-traded corporation), consultant, advisor, agent, or other participant, in any geographic area in which the products or services of the Company or its subsidiaries have been distributed or provided during the period of the Consultant's consulting relationship with the Company. For purposes of this Agreement, the term "Business Activities" shall mean any business in which the Company is actively engaged as of the termination of this Agreement together with all other activities engaged in by the Company or any of its subsidiaries at any time during the Consultant's consulting relationship with the Company, and activities in any way related to activities with respect to which the Consultant renders consulting services under this Agreement.

6.2 Dealings with Customers of the Company. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly engage in any of the Business Activities (other than on behalf of the Company or its subsidiaries) by supplying products or providing services to any customer with whom the Company or its subsidiaries have done any business during the consulting relationship with the Company, whether as an officer, director, proprietor, employee, partner, investor (other than as a holder of less than one percent (1%) of the outstanding capital stock of a publicly traded corporation), consultant, advisor, agent, or other participant.

6.3 Assistance to Others. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly assist others in engaging in any of the Business Activities in any manner prohibited to the Consultant under this Agreement.

6.4 Company's Employees. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly induce employees of the Company or any of its subsidiaries or affiliates to engage in any activity hereby prohibited to the Consultant or to terminate their employment.

SECTION 7. INTERPRETATION

It is expressly understood and agreed that although the Consultant and the Company consider the restrictions contained in Sections 5 and 6 of this Agreement reasonable for the purpose of preserving the goodwill, proprietary rights, and going concern value of the Company and its subsidiaries, if a final judicial determination is made by a court having jurisdiction that the time or territory or any other restriction contained in Sections 5 and 6 is an unenforceable restriction on the activities of the Consultant, the provisions of such restriction shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such other extent as such court may judicially determine or indicate to be reasonable. Alternatively, if the court referred to above finds that any restriction contained in Sections 5 and 6 or any remedy provided in Section 9 of this Agreement is unenforceable, and such restriction or remedy cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained in this Agreement or the availability of any other remedy. The provisions of Sections 5 and 6 shall in no respect limit or otherwise affect the obligations of the Consultant under other agreements with the Company.

SECTION 8. DESIGNS, INVENTIONS, PATENTS AND COPYRIGHTS

8.1 Intellectual Property. The Consultant shall promptly disclose, grant, and assign to the Company for its sole use and benefit any and all designs, inventions, improvements, technical information, know-how and technology, and suggestions relating in any way to the products of the Company or its subsidiaries or capable of beneficial use by customers to whom products or services of the Company or its subsidiaries are sold or provided, that the

Consultant may conceive, develop, or acquire during the Consultant's consulting relationship with the Company or its subsidiaries (whether or not during usual working hours), together with all copyrights, trademarks, design patents, patents, and applications for copyrights, trademarks, design patents, patents, divisions of pending patent applications, applications for reissue of patents and specific assignments of such applications that may at any time be granted for or upon any such designs, inventions, improvements, technical information, know-how, or technology (the "Intellectual Property").

8.2 Assignments and Assistance. In connection with the rights of the Company to the Intellectual Property, the Consultant shall promptly execute and deliver such applications, assignments, descriptions, and other instruments as may be necessary or proper in the opinion of the Company to vest in the Company title to the Intellectual Property and to enable the Company to obtain and maintain the entire right and title to the Intellectual Property throughout the world. The Consultant shall also render to the Company, at the Company's expense, such assistance as the Company may require in the prosecution of applications for said patents or reissues thereof, in the prosecution or defense of interferences which may be declared involving any of said applications or patents, and in any litigation in which the Company or its subsidiaries may be involved relating to the Intellectual Property.

8.3 Copyrights. The Consultant agrees to, and hereby grants to the Company, title to all copyrightable material first designed, produced, or composed in the course of or pursuant to the performance of work under this Agreement, which material shall be deemed "works made for hire" under Title 17, United States Code, Section 1.01 of the Copyright Act of 1976. The Consultant hereby grants to the Company a royalty-free, nonexclusive, and irrevocable license to reproduce, translate, publish, use, and dispose of, and to authorize others so to do, any and all copyrighted or copyrightable material created by the Consultant as a result of work performed under this Agreement but not first produced or composed by the Consultant in the performance of this Agreement, provided that the license granted by this paragraph shall be only to the extent the Consultant now has, or prior to the completion of work under this Agreement or under any later agreements with the Company or its subsidiaries relating to similar work may acquire, the right to grant such licenses without the Company becoming liable to pay compensation to others solely because of such grant.

SECTION 9. REMEDIES

The Consultant acknowledges and agrees that the Company's remedy at law for a breach or threatened breach of any of the provisions of Sections 5, 6, and 8 of this Agreement would be inadequate and, in recognition of this fact, in the event of a breach or threatened breach by the Consultant of any of the provisions of Sections 5, 6, and 8, the Consultant agrees that, in addition to its remedy at law, at the Company's option, all rights of the Consultant under this Agreement may be terminated, and the Company shall be entitled without posting any bond to obtain, and the Consultant agrees not to oppose a request for, equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction, or any other equitable remedy which may then be available. The Consultant acknowledges that the granting of a temporary injunction, temporary restraining order or permanent injunction merely prohibiting the use of Proprietary Information would not be an adequate remedy upon breach or threatened breach of Sections 5 and 6, and consequently agrees upon any such breach or threatened breach to the granting of injunctive relief prohibiting the design, development, manufacture, marketing or sale of products and providing of services of the kind designed, developed, manufactured, marketed, sold or provided by the Company or its subsidiaries during the term of the Consultant's consulting relationship with the Company. Nothing contained in this Section 9 shall be construed as prohibiting the Company from pursuing, in addition, any other remedies available to it for such breach or threatened breach.

SECTION 10. MISCELLANEOUS PROVISIONS

10.1 Assignment. This Agreement shall not be assignable by either party, except by the Company to any subsidiary or affiliate of the Company or to any successor in interest to the Company's business.

10.2 Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.

10.3 Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the following addresses:

As to Consultant: Alvin Ferrer
120-16 228 Street
Jamaica NY 11411

As to Company: Advanced 3-D Ultrasound
Services, Inc.
7732 N. Mobley Drive
Odessa FL 33556

All notices and other communications shall be deemed to be given at the expiration of three (3) days after the date of mailing. The address of a party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party.

10.4 Litigation Expense. In the event of a default under this Agreement, the defaulting party shall reimburse the nondefaulting party for all costs and expenses reasonably incurred by the nondefaulting party in connection with the default, including without limitation attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing party or parties shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including without limitation reasonable attorney's fees at the trial level and on appeal.

10.5 Waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

10.6 Applicable Law. This Agreement shall be governed by and shall be construed in accordance with the laws of the state of Florida. Exclusive venue for any action arising hereunder or in connection herewith shall lie in state court in Hillsborough County, Florida.

10.7 Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

Company:

Consultant:

ADVANCED 3-D ULTRASOUND
SERVICES, INC.

By: /s/ GLEN OSTROWSKI
GLEN OSTROWSKI, President

/s/ ALVIN FERRER
ALVIN FERRER

CONSENT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated March 27, 2004, which appears within Form 10-KSB of Advanced 3-D Ultrasound Services, Inc. for the year ended December 31, 2003.

/s/ Ferlita, Walsh & Gonzalez, P.A.

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Ferlita, Walsh & Gonzalez, P.A.
Certified Public Accountants
Tampa, Florida

August 17, 2004