

SECURITIES & EXCHANGE COMMISSION EDGAR FILING

Provectus Pharmaceuticals, Inc.

Form: S-8

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SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM S-8

REGISTRATION STATEMENT UNDER

THE SECURITIES ACT OF 1933

PROVCTUS PHARMACEUTICALS, INC.

(FORMERLY KNOWN AS Zamage Digital Imaging, Inc.)

(Exact Name of Registrant as Specified in its Charter)

Nevada	83-0233011
(State or Other Jurisdiction of incorporation or organization)	(IRS Employer ID No.)

0-9410

(Commission File No.)

7327 Oak Ridge Highway Suite B, Knoxville, TN 37931

(Address of Principal Executive Offices)

865-769-4011

(Issuer's Telephone Number, including Area Code)

Consultant Compensation Agreement

(Full Title of the Plan)

Gateway Enterprises

3230 E. Flamingo Road, Suite 156

Las Vegas, Nevada 89121

(Name and Address of Agent for Service)

IF ANY OF THE SECURITIES BEING REGISTERED ON THIS FORM ARE TO BE OFFERED ON A DELAYED OR CONTINUOUS BASIS PURSUANT TO RULE 415 UNDER THE SECURITIES ACT OF 1933, OTHER THAN SECURITIES OFFERED ONLY IN CONNECTION WITH DIVIDEND OR INTEREST REINVESTMENT PLANS, CHECK THE FOLLOWING BOX: [X]

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price per Unit/Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
\$.001 par value common voting stock	1,900,000	\$.01	\$19,000	\$ 4.75 (1)

(1) Calculated according to Rule 230.457(h) of the Securities and Exchange Commission, based upon the exercise price of the options covering the underlying common stock to be issued under the Plan.

PART I**Item 1. Plan Information.**

Plan.

A copy of the Consultant Compensation Agreement and the 2002 Stock Plan (collectively the "Plan") are attached hereto and incorporated herein by reference.

Item 2. Registrant Information and Employee Plan Annual Information.

Available Information.

Copies of the Plan, 10-KSB Annual Report of the Registrant, all 10-QSB Quarterly Reports, any Current Reports and/or proxy or information statements filed with the Securities and Exchange Commission (the "Commission") during the past twelve months have been provided to the Plan participants.

Additional information regarding the Registrant may be reviewed at the Commission's web site www.sec.gov.

PART II

Information Required in the Registration Statement

Item 3. Incorporation of Documents by Reference.

The following documents are incorporated by reference into this Registration Statement and made a part hereof, to wit:

(a) The Registrant's 10-KSB;

(b) All other reports filed pursuant to Sections 13(a) or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act") for the past twelve months;

(c) Not applicable.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall also be deemed to be incorporated by reference into this Registration Statement and made a part hereof from the date of the filing of such documents.

Item 4. Description of Securities.

The Registrant is authorized to issue \$0.001 par value common voting stock.

The holders of the \$0.001 par value common stock of the Registrant have traditional rights as to voting, dividends and liquidation. All shares of common stock are entitled to one vote on all matters; there are no pre-emptive rights and cumulative voting is not allowed. The common stock is not subject to redemption and carries no subscription or conversion rights. In the event of liquidation of the Registrant, the holders of common stock are entitled to share equally in corporate assets after satisfaction of all liabilities.

Item 5. Interest of Named Experts and Counsel.

None.

Item 6. Indemnification of Directors and Executive Officers.

Under the Nevada General Corporation Law, a corporation has the power to indemnify any person who is made a party to any civil, criminal, administrative or investigative proceeding, other than an action by or in the right of the corporation, by reason of the fact that such person was a director, officer, employee or agent of the corporation, against expenses, including reasonable attorneys' fees, judgments, fines and amounts paid in settlement of any such actions; provided, however, in any criminal proceeding, the indemnified person shall have had no reason to believe the conduct committed was unlawful.

The applicable sections of Nevada law concerning indemnification are set forth below:

NRS 78.7502 Discretionary and mandatory indemnification of officers, directors, employees and agents: General provisions.

1. A corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the corporation, by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another

corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner which he 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 his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and that, with respect to any criminal action or proceeding, he had reasonable cause to believe that his conduct was unlawful.

2. A corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by him in connection with the defense or settlement of the action or suit if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation. Indemnification may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the corporation or for amounts paid in settlement to the corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

3. To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections 1 and 2, or in defense of any claim, issue or matter therein, the corporation shall indemnify him against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense.

(Added to NRS by 1997, 694)

NRS 78.751 Authorization required for discretionary indemnification; advancement of expenses; limitation on indemnification and advancement of expenses.

1. Any discretionary indemnification under NRS 78.7502 unless ordered by a court or advanced pursuant to subsection 2, may be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances. The determination must be made:

(a) By the stockholders;

(b) By the board of directors by majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding;

(c) If a majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding so orders, by independent legal counsel in a written opinion; or

(d) If a quorum consisting of directors who were not parties to the action, suit or proceeding cannot be obtained, by independent legal counsel in a written opinion.

2. The articles of incorporation, the bylaws or an agreement made by the corporation may provide that the expenses of officers and directors incurred in defending a civil or criminal action, suit or proceeding must be paid by the corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the corporation. The provisions of this subsection do not affect any rights to advancement of expenses to which corporate personnel other than directors or officers may be entitled under any contract or otherwise by law.

3. The indemnification and advancement of expenses authorized in or ordered by a court pursuant to this section:

(a) Does not exclude any other rights to which a person seeking indemnification or advancement of expenses may be entitled under the articles of incorporation or any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, for either an action in his official capacity or an action in another capacity while holding his office, except that indemnification, unless ordered by a court pursuant to NRS 78.7502 or for the advancement of expenses made pursuant to subsection 2, may not be made to or on behalf of any director or officer if a final adjudication establishes that his acts or omissions involved intentional misconduct, fraud or a knowing violation of the law and was material to the cause of action.

(b) Continues for a person who has ceased to be a director, officer, employee or agent and inures to the benefit of the heirs, executors and administrators of such a person.

Item 7. Exemption from Registration Claimed.

None.

Item 8. Exhibits.

Exhibit Number	Description
5	Opinion Regarding Legality
23.1	Consent of Cletha A. Walstrand, Esq.
23.2	Consent of Bierwolf, Nilson & Associates
99.1	Consultant Compensation Agreement
	Counterpart Signature Pages
	Participant Letters
99.2	Financial Consulting Services Agreement
99.3	Provectus Pharmaceuticals, Inc. 2002 Stock Plan

Item 9. Undertakings.

The undersigned Registrant hereby undertakes:

(a) (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 (the "1933 Act");

(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; and

(iii) To include any additional or changed 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, only to the extent required by the general rules and regulations of the Commission.

(2) That, for the purpose of determining any liability under the 1933 Act, 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) That for purposes of determining any liability under the 1933 Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) 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 1933 Act, as amended, may be permitted to directors, executive officers and controlling persons of the Registrant as outlined above or otherwise, the Registrant has been advised that in the opinion of the Commission, such indemnification is against public policy as expressed in the 1933 Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, executive officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, executive 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 of whether such indemnification by it is against public policy as expressed in the 1933 Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the 1933 Act, 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, on the date or dates appearing opposite the respective signatures hereto.

REGISTRANT:

Date: 4/23/2002 By: /s/ Craig Dees

Craig Dees, CEO

Pursuant to the requirements of the 1933 Act, this Registration Statement has been signed by the following persons in the capacities and on the date indicated.

Date: 4/23/2002 By: /s/ Craig Dees

Craig Dees, CEO and Chairman of the Board

By: /s/ Tim Scott

Tim Scott, President and Director

By: /s/ Eric Wachter

Eric Wachter, Vice President and Director

(Letterhead of Cletha A. Walstrand, Esq.)

April 23, 2002

Provectus Pharmaceuticals, Inc.

7327 Oak Ridge Highway Suite B

Knoxville, TN 37931

Atlas Stock Transfer

5899 South State Street

Salt Lake City, Utah 84107

Re: Opinion concerning the legality of the securities to be issued pursuant to the Registration Statement on Form S-8 to be filed by Provectus Pharmaceuticals, Inc., a Nevada corporation

Dear Sirs or Madams:

As counsel for Provectus Pharmaceuticals, Inc., a Nevada corporation (the "Company"), and in connection with the issuance of 900,000 shares of the Company's \$0.001 par value common stock (the "Securities") to four individual consultants (the "Consultants") and up to 1,000,000 shares to employees of the Company, pursuant to a written compensation and/or stock plan agreement or agreements, copies of which is incorporated herein by reference (collectively the "Plan"), and as set forth in Exhibit "A" attached hereto, I have been asked to render an opinion as to the legality of these Securities, which are to be covered by a Registration Statement to be filed by the Company on Form S-8 of the Securities and Exchange Commission (the "Commission"), and as to which this opinion is to be filed as an exhibit.

As you are aware, no services to be performed and billed to you which are in any way related to a "capital raising" or a "stock promotion" transaction may be paid by the issuance of Securities pursuant to the Plan. In this respect, I am relying on the written representations of the plan participants, which representations accompany the Plan.

In connection with rendering my opinion, which is set forth below, I have reviewed and examined originals or copies of the following documents, to-wit:

1. Articles of Incorporation and all amendments thereto;
2. Bylaws;
3. The company's most recent 10-KSB;
4. All SEC filings for the past twelve months, including all 10-QSB's;
5. A copy of the Plan;
6. Verification of the type of services rendered and to be rendered, Securities Act Release No. 7506, dated February 17, 1998, and International Series Release No. 1167, dated March 2, 1999.

I have also examined various other documents, books, records, instruments and certificates of public officials, directors, executive officers and agents of the Company, and have made such investigations as I have deemed reasonable, necessary or prudent under the circumstances. Also, in rendering this opinion, I have reviewed various statutes and judicial precedence as I have deemed relevant or necessary.

Further, as counsel for the Company, I have discussed the items relied upon in rendering this opinion and the documents I have examined with one or more directors and executive officers of the Company, and in all instances, I have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to me as originals, the conformity with the original documents of all documents submitted to me as certified or photostatic copies and

the authenticity of the originals of such copies. I have further assumed that the recipients of these Securities under the Plan will have paid the consideration required under the terms of the Plan prior to the issuance of the Securities, and that none of the services performed by the recipients shall be related to "capital raising" transactions.

Based upon the foregoing and in reliance thereon, it is my opinion that, subject to the limitations set forth in the Plan, the Securities to be issued pursuant to the Plan will, upon their issuance and delivery to the recipients thereof, after receipt of full payment therefor, be deemed duly and validly authorized, legally issued and fully paid and non-assessable under Nevada Corporation Law, and may be issued without restrictive legend.

This opinion is expressly limited in scope to the Securities described herein and which are to be expressly covered by the above referenced Registration Statement and does not cover any subsequent issuances of any securities to be made in the future pursuant to any other plans, if any, pertaining to services performed in the future. Any such transactions are required to be included in a new Registration Statement or a post-effective amendment to the above referenced Registration Statement, which will be required to include a revised or a new opinion concerning the legality of the Securities to be issued.

Further, this opinion is limited to the corporate laws of the State of Nevada and the securities laws, rules and regulations of the United States, and I express no opinion with respect to the laws of any other jurisdiction.

I consent to the filing of this opinion with the Commission as an exhibit to the above referenced Registration Statement; however, this opinion is not to be used, circulated, quoted or otherwise referred to for any other purpose without my prior written consent, other than for your issuance of the shares as set forth herein.

This opinion is based upon my knowledge of the law and facts as of the date hereof, and I assume no duty to communicate with you with respect to any matter which may hereafter come to my attention.

Yours very sincerely,

/s/ Cletha A. Walstrand

Attorney at Law

Exhibit "A"

Number of shares to be issued Name of shareholder

400,000 shares Russell Ratliff

350,000 shares Justeene Blankenship

50,000 shares Michael L. Labertew

100,000 shares Phillip Baker

1,000,000 shares TBD pursuant to 2002 Stock Plan

(Letterhead of Cletha A. Walstrand, Esq.)

April 23, 2002

U.S. Securities and Exchange Commission

450 5th Street, N.W.

Washington, D.C. 20549

Re: Consent to be named in the S-8 Registration Statement of Provectus Pharmaceuticals, Inc., a Nevada corp., (the "Registrant"), SEC File No. 0-9410, to be filed on or after April 23, 2002, covering the registration and issuance of 900,000 shares of common stock to four individual consultants and up to 1,000,000 shares of common stock for 2002 Employee Stock Plan

Ladies and Gentlemen:

I hereby consent to be named in the above referenced Registration Statement, and to have my opinion appended as an exhibit thereto.

Very truly yours,

/s/Cletha A. Walstrand

Attorney at Law

EXHIBIT 23.2

Consent of Bierwolf, Nilson & Associates

Independent Auditors

We have issued our report dated April 11, 2002, on the financial statements of Provectus Pharmaceutical, Inc., for the year ended December 31, 2001, and hereby consent to the incorporation by reference to such report in a Registration Statement on Form S-8. We also hereby consent to the reference to this firm under "Experts" in this Registration Statement.

/s/ Bierwolf, Nilson & Associates

Bierwolf, Nilson & Associates

Salt Lake City, Utah

April 24, 2002

CONSULTANT COMPENSATION AGREEMENT

THIS CONSULTANT COMPENSATION AGREEMENT (the "Plan") is made this 23rd day of April, 2002, among Provectus Pharmaceuticals, Inc., a Nevada corporation ("Provectus"); and the following individuals who have executed and delivered this Plan by the execution and delivery of the Counterpart Signature Pages which are designated as Exhibits "A" through "C" hereof: Russell Ratliff, Justeene Blankenship, Michael L. Labertew, Phillip Baker.

WHEREAS, the Board of Directors of Provectus has adopted a written compensation agreement for compensation of three individual Consultants who are natural persons; and

WHEREAS, Provectus has engaged the Consultants to provide services at the request of and subject to the satisfaction of its management; and

WHEREAS, the Consultants have provided services at the request and subject to the approval of the management of Provectus; and

WHEREAS, a general description of the nature of the services performed and to be performed by the Consultants and the maximum value of such services under this Plan are listed in the Counterpart Signature Pages and exhibits thereto; and

WHEREAS, Provectus and the Consultants intend that this Plan and the services performed hereunder shall be made, requested and performed in such a manner that this Plan shall be a "written compensation agreement" as defined in Rule 405 of the Securities and Exchange Commission ("Commission") pursuant to which Provectus may issue "freely tradeable" shares (except as may be limited by "affiliate" status) of its common stock as payment for services rendered pursuant to an S-8 Registration Statement to be filed with the Commission by Provectus;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed:

Section 1

Compensation Plan

1.1 Employment. Provectus hereby employs the Consultants and the consultants hereby accept such employment, and have and will perform the services requested by management of Provectus to its satisfaction during the term hereof. The services performed by the Consultants hereunder have been and will be personally rendered by the Consultants, and no one acting for or on behalf of the Consultants, except those persons normally employed by the consultants in rendering services to others, such as secretaries, bookkeepers and the like.

1.2 Independent Contractors. Regardless of the Consultants' status as "employees" under Rule 405 of the Commission, all services rendered by the Consultants hereunder have been rendered as independent contractors, and the Consultants shall be liable for any FICA taxes, withholding or other similar taxes or charges, and the Consultants shall indemnify and hold Provectus harmless therefrom; it is understood and agreed that the value of all such items has been taken into account by the Consultants in computing the billable rate for the services the Consultants have rendered and agreed to render to Provectus.

1.3 Term. All services performed at the request of Provectus by the Consultants have either been performed and completed, or shall be performed within one year from the date hereof, at which time this Plan shall terminate, unless extended by written agreement of Provectus and the Consultants for one additional year. If the Plan shall terminate, and options for unearned shares have been exercised and said shares issued to either consultant pursuant to this Plan, said shares shall be returned by Consultant(s) and canceled by Provectus within ten days of said termination.

1.4 Payment. Provectus and the Consultants agree that Provectus shall pay the Consultants for the services performed under this Plan by the issuance of shares of its common stock at a price of \$.01 per share as set forth in the attached agreements with and/or invoices from the Consultants; provided, however, such shares of common stock shall be issued pursuant to and shall be subject to the filing and effectiveness of a Registration Statement on Form S-8 covering such shares with the Commission.

1.5 Common Stock Price. To the extent deemed required or necessary and for all purposes of this Plan, the Consultants shall have an "option" covering such shares of common stock at the per share price set forth in paragraph 1.4 above during the term hereof; the Consultants assume the risk of any decrease in the per share price or value of the shares of common stock of Provectus that may be issued by Provectus for services performed by the Consultants hereunder, and the

Consultants agree that any such decrease shall in no way affect the rights, obligations or duties of the Consultants hereunder.

1.6 Limitation on Services. None of the services rendered by the Consultants and paid for by the issuance of shares of common stock of Provectus shall be services related to any "capital raising" or "stock promotion" transaction.

1.7 Delivery of Shares. Upon effectiveness of Registration Statement on Form S-8 of the Commission covering the shares, one or more stock certificates representing such shares shall be delivered to the respective Consultants at the addresses listed on the Counterpart Signature Pages, unless another address shall be provided to Provectus in writing prior to the issuance of such shares.

1.8 Adjustments in the Number of Shares of Common Stock and Price Per Share. Provectus and the Consultants agree that the per share price of shares of common stock that may be issued by Provectus to the Consultants for services performed under this Plan has been arbitrarily set by Provectus; however, in the event Provectus shall undergo a merger, consolidation, reorganization, recapitalization, declare a stock dividend of its shares of common stock or cause to be implemented a forward or reverse stock split which affects the present number of issued and outstanding shares of common stock of Provectus prior to the issuance of shares to the Consultants, that the per share price and the number of shares issuable to the Consultants for services actually rendered hereunder after such event shall be appropriately adjusted to reflect any such event.

1.9 Effective Date. The Effective Date of the Plan for each of the Consultants shall be the date set forth on the respective Counterpart Signature Pages.

1.91 Additional Agreements. This Plan incorporates any additional agreements between the Company and any of the Consultants, including any retainer or consulting agreements.

Section 2

Representations and Warranties of Provectus

Provectus represents and warrants to, and covenants with, the Consultants as follows:

2.1 Corporate Status. Provectus is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and is licensed or qualified as a foreign corporation in all states in which the nature of its business or the character or ownership of its properties makes such licensing or qualification necessary.

2.2 Compensation Plan. The Board of Directors of Provectus has duly adopted a Compensation Plan as defined in Rule 405 of the Commission pursuant to which Provectus may issue "freely tradeable" shares of its common stock as payment for services rendered, subject to the filing and effectiveness of an S-8 Registration Statement to be filed with the Commission by Provectus.

2.3 Registration Statement on Form S-8. Provectus shall engage the services of a competent professional to prepare and file a Registration Statement on Form S-8 with the Commission to cover the shares of common stock to be issued under the Plan; shall cooperate with such professional in every manner whatsoever to the extent reasonably required or necessary so that such Registration Statement shall be competently prepared, which such Registration Statement shall not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, and which such Registration Statement shall become effective immediately upon its filing; such Registration Statement shall be prepared at the sole cost and expense of Provectus; and Provectus will provide to the Consultants prior to the issuance and delivery of any such shares of common stock a copy of such Registration Statement, the Compensation Plan adopted by its Board of Directors, all quarterly, annual or current reports or other documents incorporated by reference into such Registration Statement and any other similar reports filed or publicly disseminated following the effective date of any such Registration Statement.

2.4 Federal and State Securities Laws, Rules and Regulations. Provectus shall fully comply with any and all federal or state securities laws, rules and regulations governing the issuance of any such shares of common stock.

2.5 Limitation on Services. Provectus shall not request the Consultants to perform any services in connection with any "capital raising" or "stock promotion" transaction under this Plan.

2.6 Reports With the Commission. Provectus is required to file reports with the Commission pursuant to Section 13 of the Securities Exchange Act of 1934, as amended (the "1934 Act"), and Provectus has or will file with the Commission all reports required to be filed by it forthwith, and shall continue to file such reports with the Commission so long as required, but for a period of not less than one year; and such reports are or will be true and correct in every material respect.

2.7 Corporate Authority and Due Authorization. Provectus has full corporate power and authority to enter into this Plan and to carry out its obligations hereunder. Execution of this Plan and performance by Provectus hereunder have been duly authorized by all requisite corporate action on the part of Provectus, and this Plan constitutes a valid and binding obligation of Provectus and performance hereunder will not violate any provision of the Articles of Incorporation, Bylaws, agreements, mortgages or other commitments of Provectus.

Section 3

Representations and Warranties of the Consultants

Each of the Consultants represents and warrants to, and covenants with, Provectus as follows:

3.1 Employment. Each of the Consultants hereby accepts employment by Provectus for the services performed pursuant to this Agreement. The services performed by the Consultants hereunder have been personally rendered by the Consultants, and no one acting for or on behalf of the Consultants.

3.2 Accredited Investors. Each of the Consultants represents and warrants that, by reason of income, net assets, education, background and business acumen, the Consultants have the experience and knowledge to evaluate the risks and merits attendant to an investment in shares of common stock of Provectus, either singly or through the aid and assistance of a competent professional, and are fully capable of bearing the economic risk of loss of the total investment of services; further, they are "accredited investors" as that term is defined under the 1933 Act or the rules and regulations promulgated thereunder.

3.3 Suitability of Investment. Prior to the execution of this Plan, each of the Consultants shall have provided the services outlined in the respective Counterpart Signature Pages to Provectus, and the Consultants, singly, or through the advice of a competent professional, fully believe that an investment in shares of common stock of Provectus is a suitable investment for the Consultants.

3.4 Limitation on Services. None of the services rendered by the Consultants and paid for by the issuance of shares of common stock of Provectus shall be services related to any "capital raising" transaction.

3.5 Authority and Authorization. Each of the Consultants has full power and authority to enter into this Plan and carry out the obligations hereunder. Execution of this Plan and performance by the Consultants hereunder constitutes a valid and binding obligation of the Consultants and performance hereunder will not violate any other agreement to which any of the Consultants is a party.

Section 4

Indemnity

Provectus and the Consultants agree to indemnify and hold the other harmless for any loss or damage resulting from any misstatement of a material fact or omission to state a material fact by the other contained herein or contained in the S-8 Registration Statement of Provectus to be filed hereunder, to the extent that any misstatement or omission contained in the Registration Statement was based upon information supplied by the other.

Section 5

Termination

Prior to the performance of services hereunder, this Plan may be terminated (1) by mutual consent of Provectus and the respective Consultants in writing; (2) by either the Directors of Provectus or the respective Consultants if there has been a material misrepresentation or material breach of any warranty or covenant by the other party; and (3) shall automatically terminate at the expiration of the term hereof, provided, however, all representations and warranties shall survive the termination hereof; provided, further, however, that any obligation of Provectus to pay for any services actually rendered by the Consultants hereunder shall survive any such termination.

Section 6

General Provisions

6.1 Further Assurances. At any time, and from time to time, after the execution hereof, each party will execute such additional instruments and take such action as may be reasonably requested by the other party to carry out the intent and purposes of this Plan.

6.2 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been given if delivered in person or sent by prepaid first-class registered or certified mail, return receipt requested.

6.3 Entire Agreement. This Plan constitutes the entire agreement between the parties and supersedes and cancels any other agreement, representation, or communication, whether oral or written, between the parties hereto relating to the transactions contemplated herein or the subject matter hereof.

6.4 Headings. The section and subsection headings in this Plan are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Plan.

6.5 Governing law. This Plan shall be governed by and construed and enforced in accordance with the laws of the State of Nevada, except to the extent pre-empted by federal law, in which event (and to that extent only), federal law shall govern.

6.6 Assignment. Neither Provectus nor the Consultants can assign any rights, duties or obligations under this Plan, and in the event of any such assignment, such assignment shall be deemed null and void.

6.7 Counterparts. This Plan may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Plan effective the day and year first above written.

Provectus Pharmaceuticals, Inc.

By /s/ Craig Dees

Craig Dees, CEO and Chairman of the Board

EXHIBIT "A"

CONSULTANT COMPENSATION AGREEMENT

COUNTERPART SIGNATURE PAGE

THIS COUNTERPART SIGNATURE PAGE for that certain Consultant Compensation Agreement between Provectus Pharmaceuticals, Inc. and the undersigned Consultant is executed as of the date set forth herein below.

/s/ Michael L. Labertew

4685 South Highland Drive #202A

Salt Lake City, UT 84117

Date: April 23, 2002

Number of Shares and Maximum Value of Services

General Description of Services to be Performed

See Exhibit A-1 attached hereto and incorporated herein by reference as set forth and as will be set forth in invoices for 50,000 shares of Provectus common stock, at \$.01 per share.

EXHIBIT A-1

June 20, 2002

Provectus Pharmaceuticals, Inc.

7327 Oak Ridge Highway Suite B

Knoxville, TN 37931

Via Facsimile

Re: Compensation

Dear Mr. Dees:

This will confirm for purposes of any filing requirements the work performed in exchange for the shares of Provectus that Provectus agreed to have issued to me.

* 50,000 shares represents the stock portion of my fee for work related to preparation and filing of documentation related to its S-8 Registration Statement.

Please call with any questions you may have.

Sincerely,

/s/ Michael L. Labertew

EXHIBIT "B"

CONSULTANT COMPENSATION AGREEMENT

COUNTERPART SIGNATURE PAGE

THIS COUNTERPART SIGNATURE PAGE for that certain Consultant Compensation Agreement between Provectus Pharmaceuticals, Inc. and the undersigned Consultant is executed as of the date set forth hereinbelow.

Consultant:

/s/ Justeene Blankenship

Justeene Blankenship

Date: April 23, 2002

Number of Shares and Maximum Value of Services

General Description of Services to be Performed

See Exhibit B-1 attached hereto and incorporated herein by reference as set forth and as will be set forth in invoices for 350,000 shares of Provectus common stock, at \$.01 per share.

EXHIBIT "B-1"

April 23, 2002

Provectus Pharmaceuticals, Inc.

7327 Oak Ridge Highway Suite B

Knoxville, TN 37931

VIA FACSIMILE

Services rendered on behalf of Provectus/Zamage Digital Imaging/SPM

- Preliminary preparation and submission of periodic filings for the SEC
- Preparation of unaudited financial statements on a quarterly and annual basis.
- Coordinate and consult with attorney, accountant and management on filings, merger candidates and Board of Directors actions.

Total Due: 350,000 shares of common stock

Thank you for your consideration in this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

/s/ Justeene Blankenship

Justeene Blankenship

EXHIBIT "C"

CONSULTANT COMPENSATION AGREEMENT

COUNTERPART SIGNATURE PAGE

THIS COUNTERPART SIGNATURE PAGE for that certain Consultant Compensation Agreement between Provectus Pharmaceuticals, Inc. and the undersigned Consultant is executed as of the date set forth hereinbelow.

Consultant:

/s/ Russell Ratliff

Russell Ratliff

Date: April 23, 2002

Number of Shares and Maximum Value of Services

General Description of Services to be Performed

See Exhibit C-1 attached hereto and incorporated herein by reference as set forth and as will be set forth in invoices for 400,000 shares of Provectus common stock, at \$.01 per share.

EXHIBIT "C-1"

April 23, 2002

Provectus Pharmaceuticals, Inc.

7327 Oak Ridge Highway Suite B

Knoxville, TN 37931

VIA FACSIMILE

Services rendered on behalf of Provectus pursuant to the Financial Consulting Services Agreement dated April 23, 2002.

Total Due: 400,000 shares of common stock

Sincerely,

/s/ Russell Ratliff

Russell Ratliff

EXHIBIT "D"

CONSULTANT COMPENSATION AGREEMENT

COUNTERPART SIGNATURE PAGE

THIS COUNTERPART SIGNATURE PAGE for that certain Consultant Compensation Agreement between Provectus Pharmaceuticals, Inc. and the undersigned Consultant is executed as of the date set forth hereinbelow.

Consultant:

/s/ Phillip Baker

Phillip Baker

Date: April 23, 2002

Number of Shares and Maximum Value of Services

General Description of Services to be Performed

See Exhibit D-1 attached hereto and incorporated herein by reference as set forth and as will be set forth in invoices for 100,000 shares of Provectus common stock, at \$.01 per share.

EXHIBIT "D-1"

April 23, 2002

Provectus Pharmaceuticals, Inc.

7327 Oak Ridge Highway Suite B

Knoxville, TN 37931

VIA FACSIMILE

Services performed on behalf of Provectus include due diligence and consulting regarding the current and future direction of the company in exchange for common stock of the company as listed below.

Total Due: 100,000 shares of common stock

Thank you for the opportunity to provide services for the company.

Sincerely,

/s/ Phillip Baker

Phillip Baker

EXHIBIT 10.19 LICENSE AGREEMENT This License Agreement (the "Agreement") is made effective as of the 9th day of May, 2001 (the "Effective Date") by and between SYMBOL TECHNOLOGIES, INC., a Delaware corporation having its principal place of business at One Symbol Plaza, Holtsville, NY 11742, and NEOMEDIA TECHNOLOGIES, INC., a Delaware corporation having its principal place of business at 2201 Second Street, Suite 600, Ft. Myers, FL 33901.

RECITALS WHEREAS, NeoMedia is the owner, or has acquired rights under numerous U.S. Patents and Patent applications, as well as foreign patent applications, relating to methods and systems using bar code symbols or other auto-ID media (such as RFID tags) to connect users to and transmit data over the Internet; WHEREAS Symbol is a leading designer, developer, and manufacturer of bar code scanners and portable terminal products, including voice communication handsets, and believes that certain customers of Symbol products may wish to acquire a license to NeoMedia's patents; WHEREAS, Symbol is desirous of having access to licenses under the NeoMedia patents, including a right to grant End User Licenses and to sublicense the NeoMedia patents in a defined field of use related to Symbol's devices or handsets; WHEREAS, NeoMedia is willing to grant such license under such patent rights to Symbol and Symbol's customers because of Symbol's pre-eminent position as a manufacturer of bar code reading devices; NOW THEREFORE, in consideration of the premises, Symbol and NeoMedia hereby agree as follows: ARTICLE 1 -

DEFINITIONS 1.1 "Bar Code Symbology" shall mean indicia for representing data or information in the form of bars, marks, dots, shapes or other varying-contrast elements of various widths or dimensions, including, without limitation, (i) one dimensional symbologies, such as UPC, EAN and Code 39, which represent data or information in the form of bars or elements of various heights and/or widths arranged in a predetermined pattern, such as rows or columns, (ii) all stacked bar codes such as Code 49, Composite Code and PDF 417, (iii) all matrix code symbologies, and (iv) dot codes. 1.2 "Devices" shall mean any present or future product or category of product, or any hardware, software, part, assembly or sub-assembly, including without limitation scan engines, for incorporation into any such product, including without limitation all of the products and types of products currently available for purchase from Symbol as identified in its website, unless any such product is a Switch. An example of a Device includes but is not limited to a bar code scanning device (or other automatic identification device), regardless of whether such device is wired, wireless, or mobile, operating in conjunction with computing means (integral or non-integral to such bar code scanning device), which is adapted to read a Bar Code Symbology (or other machine-readable indicia) and use index data read therefrom in communication with a Switch to determine the location of a resource located on another computing device. Notwithstanding anything to the contrary in this Agreement, a Switch is not a Device. 1.3 "Field" shall mean any use of Devices for acquiring, processing, displaying, reading, decoding, transmitting, managing, inputting, storing or otherwise connecting data (including without limitation voice and audio). For the purposes of this definition, the use of any Device for any purpose that would read on any claim in any of the Patent Rights pending or issued as of the Effective Date are considered in the Field. The Field also includes, without limitation, all Devices currently sold by Symbol, all Devices of the type or kind currently sold by Symbol, and all Devices that relate to, arise out of, or are in any way connected with Symbol's businesses as set forth in its most recent filing on form 10-K with the Securities and Exchange Commission. Notwithstanding the foregoing, for a period of eighteen months from the Effective Date the Field shall not include the subject matter set forth in Exhibit 1.3 attached hereto. After the expiration of eighteen months from the Effective Date, the Field shall include the subject matter set forth in Exhibit 1.3 attached hereto. 1.4 "NeoMedia" shall mean NeoMedia Technologies, Inc. 1.5 "NeoMedia Switch Services" shall mean those NeoMedia services offered by NeoMedia at the present time or any time in the future in connection with any Switch owned and operated by or on behalf of NeoMedia. Current NeoMedia Switch Services are set forth on Exhibit 1.5 hereto. 1.6 "Patent Rights" shall mean all patents and patent applications in any jurisdiction now or hereafter owned by NeoMedia or its Subsidiaries or by any entity controlled by NeoMedia. An entity is controlled by NeoMedia for the purposes of this Agreement if it is controlled, directly or indirectly, by NeoMedia and/or its officers and directors (excluding independent directors). Patent Rights shall also include any patent that is owned by a party other than NeoMedia, any of its Subsidiaries, or any entity controlled by NeoMedia, and licensed to NeoMedia, any of its Subsidiaries, or any entity controlled by NeoMedia, but only if (i) NeoMedia, its Subsidiary, or any entity controlled by NeoMedia has been granted rights from the patent owner to grant further license rights thereunder, such as sublicense rights, and (ii) upon identification by NeoMedia of any costs actually incurred by NeoMedia, its Subsidiaries, or any entity controlled by NeoMedia as a direct result of any election and/or exploitation by Symbol of such patent that are in excess of the costs actually incurred by NeoMedia, its Subsidiaries, or any entity controlled by NeoMedia for such rights but for sublicensing such rights to Symbol, Symbol elects to compensate NeoMedia for such additional costs. Those current patents and patent applications included within the Patent Rights are set forth in Exhibit 1.6 hereto. In the event that NeoMedia is acquired by a third party, then the Patent Rights shall not be expanded to include any patent or patent application owned by that third party other than those owned by NeoMedia prior to such acquisition. 2 1.7 "Subsidiary" shall mean a corporation, company, or other entity more than fifty percent (50%) of whose outstanding shares or securities (representing the right other than as affected by events of default, to vote for the election of directors or other managing authority) are, now or hereafter, owned or controlled, directly or indirectly, by a party hereto, but such corporation, company or other entity shall be deemed to be a Subsidiary only at such time and for so long as such ownership or control exists. 1.8 "Switch" shall mean a system embodied in any combination of hardware and/or software that: (a) receives data from a Device, accesses a database, registry, or other similar functionality, and then performs a task as a function of the received data to enable direct or indirect communication between that Device and a separate Device and (b) is designed to communicate with, at a minimum, thousands of Devices.

1.9 "Symbol" shall mean Symbol Technologies Inc. and its Subsidiaries. 1.10 "End User License" shall mean the license or grant of any or all of the rights under the Patent Rights for Devices in the Field, except for the right to sublicense. ARTICLE 2 - LICENSE GRANT 2.1 License Grant to Symbol. NeoMedia hereby grants to Symbol a personal, worldwide, non-exclusive right, but not the obligation, under the Patent Rights to grant to third parties or itself a license to use, make, have made, import, sell and offer for sale Devices in the Field (such license grant included in the category referred to herein as an "End User License"), in which case such Device will be considered a "Licensed Device" for all purposes under this Agreement. Neither the End User License rights nor the rights conveyed with the sale of a Licensed Device shall include any right to transfer or sublicense any of the Patent Rights to another party, except that the license rights to use the Licensed Device shall transfer with any conveyance of the Licensed Device, and if the Licensed Device is a Symbol Device the license rights to make, have made, import, sell and offer for sale that Symbol Device and a Device that contains or uses that Symbol Device as a component of such Device or as part of a system, application, or in combination with such Device shall also transfer with any conveyance of that Symbol Device. Notwithstanding the foregoing, the rights of anyone other than Symbol to make, have made, import, sell or offer for sale Devices under an End User License granted to that party by Symbol shall be limited to making, having made, importing, selling, and offering to sell a Symbol Device or a Device that contains or uses a Symbol Device as a component of the Device or as part of a system, application, or in combination with the Device. 2.2 Sublicenses. Symbol shall have the right, but not the obligation, to sublicense its rights under Articles 2.1 to other parties within the Symbol marketing, distribution and resale channel (the "Sublicensees") provided that any license issued by the Sublicensee contain the same terms and conditions (except for price) as licenses that Symbol is permitted to issue, and that Symbol shall remain primarily liable to NeoMedia for all obligations of its Sublicensees under any Sublicenses. Notwithstanding the foregoing, any sublicensee of make, have made, import, sell and offer to sell rights shall be limited to those rights set forth in the last sentence of Article 2.1 of this Agreement. 3 2.3 Rights Attach to Device. The license rights conveyed with a Licensed Device shall not include any right to transfer or sublicense any of the Patent Rights to another party, except that the license rights for the Licensed Device shall flow with the Licensed Device to anyone in the Licensed Device's chain of use. For example, the use of a Licensed Device by an end user to connect to a Switch and further destinations shall be considered a licensed use of any applicable Patent Rights by the end user of the Licensed Device, the manufacturer and seller of the Licensed Device, as well as the Switch and further destinations, and such Switch and further destinations shall not be considered infringing for the purpose of any transaction with a Licensed Device. Accordingly, no liability under the Patent Rights shall be incurred by any third party solely as a result of the sale of the Licensed Device, or solely due to the execution of any commands, instructions or other usage initiated with a Licensed Device. Notwithstanding anything herein to the contrary, no rights express or implied are granted for any party to use a Switch with an unlicensed Device, even though use of such Switch would be permissible with a Licensed Device. In no event shall any party whatsoever incur any liability under any of the Patent Rights as a result of the use of a Licensed Device, whether alone or in combination with other components or elements, unless such other components or elements include an unlicensed Device operating in conjunction with a Switch under the Patent Rights. For example, an unlicensed internet data provider will incur no liability solely as a result of an act covered by the Patent Rights which is initiated or otherwise performed as a result of the use of a Licensed Device. Symbol shall in writing inform its licensees that no rights to the Patent Rights extend to any use of an unlicensed Device with any Switch not otherwise licensed by NeoMedia. 2.4 Condition to Grant. All licenses to Symbol set forth in this Agreement are expressly conditioned on Symbol maintaining at least Five Hundred Million Dollars (\$500,000,000) in sales of Devices, manufactured by or for Symbol, capable of reading Bar Code Symbologies on an annual fiscal year basis throughout the term of this Agreement. The terms granted to Symbol in this Agreement would not have been granted to Symbol but for Symbol's ability to comply with the immediately preceding sentence. 2.5 Reservation of Rights by NeoMedia. NeoMedia reserves all rights under the Patent Rights not explicitly conveyed to Symbol under this Agreement, including but not limited to the right to grant a license to a third party to operate a Switch in conjunction with Non-Licensed Devices, in which case such third party would not need to use Licensed Devices with such licensed Switch in order to avoid infringement of the Patent Rights. ARTICLE 3 - ROYALTY 3.1 Royalties Paid by Symbol. To the extent and only to the extent Symbol or its sublicensee grants an End User License to itself or to a third party, Symbol shall make a royalty payment (the "Article 3.1 Royalty") for each End User License to NeoMedia as set forth in Exhibit 3.1 hereto. The foregoing royalty payments, including the 3.1 Minimum Royalty (which for all purposes under this Agreement is defined in Exhibit 3.1 hereto), are also subject to adjustment pursuant to Article 3.2 and Exhibit 3.2 of this Agreement. If Symbol sublicenses a third party pursuant to Article 2.2 of this Agreement, the grant of such sublicense right to a third party does not constitute a grant of an End User License within the meaning of this Article 3.1. 4 3.2 Most Favorable Licensee. The parties have agreed on a most favorable licensee clause, the terms of which are contained in Exhibit 3.2 to this Agreement. 3.3 Accrual. Royalties payable hereunder shall accrue at the date of the invoice of an End User License granted by Symbol or its Sublicensee. All royalties payable hereunder shall be net of returns and reasonable write-offs on uncollectable accounts consistent with Symbol's standard practice. Notwithstanding anything to the contrary, in the event of a return or uncollected account, the associated license rights shall be automatically rescinded. 3.4 Payment Schedule. Royalty payments payable by Symbol shall be made quarterly within sixty (60) days after the end of each calendar quarter and shall be accompanied by a report setting forth the computation of the royalty payment for such quarter, including a list of unit sales of End User Licenses by Symbol or its Sublicensee. Royalty payments to NeoMedia shall be made in U.S. Dollars at the office of NeoMedia specified below. NeoMedia may request that Symbol inform it as to

whether a particular entity has taken an End User License, and the quantity, model number and serial number of Devices that are licensed to that entity. Symbol will either inform NeoMedia that it cannot provide such information at Symbol's customer's request, or Symbol will provide the information if the customer consents.

3.5 NeoMedia Audit Rights. In connection with such royalty accruals and payments under Sections 3.3 and 3.4, the relevant sales and accounting records, including model and serial number, of Symbol shall be available for inspection by NeoMedia's independent public accountants during usual business hours and upon reasonable notice for the purpose of verifying such reports; provided, however, that such independent public accountants shall not transmit to NeoMedia any confidential information, including, without limitation, customer identities, in connection with such inspection. NeoMedia shall obtain Symbol's consent to the firm conducting the audit; provided that such consent shall not be unreasonably withheld. The auditor shall be required to sign a standard form non-disclosure agreement.

3.6 Symbol's Audit Right. In connection with the most favored license provision of Article 3.2, the relevant sales and accounting records, including model and serial number, of NeoMedia shall be available for inspection by Symbol's independent public accountants during usual business hours and upon reasonable notice for the purpose of verification of compliance; provided, however, that such independent public accountants shall not transmit to Symbol any confidential information, including, without limitation, customer identities, in connection with such inspection. Symbol shall obtain NeoMedia's consent to the firm conducting the audit; provided that such consent shall not be unreasonably withheld. The auditor shall be required to sign a standard form non-disclosure agreement.

5 ARTICLE 4 - REPRESENTATIONS and COVENANTS

4.1 Corporate Power. Symbol and NeoMedia each represents and warrants as to itself only that it has full corporate power and authority to enter into this Agreement and to carry out the transactions contemplated hereby, including without limitation to grant all of the rights and interests to the Patent Rights made herein, and that this Agreement has been duly and validly authorized, executed and delivered by each of Symbol and NeoMedia, and constitutes the legal, valid and binding obligation of Symbol and NeoMedia, enforceable against each of them in accordance with its terms.

4.2 Patent Ownership. NeoMedia represents and warrants: a) that it has full title and ownership of the Patent Rights listed in Exhibit 1.6 hereto, as of the Effective Date, b) free and clear, to its knowledge, of any third party liens, claims or encumbrances, other than licenses already granted, c) that it has not transferred ownership of any Patent Rights to another entity, and d) that NeoMedia knows of no claims by a third party challenging the ownership or validity of any such patents, except as set forth in Exhibit 4.2 hereto. NeoMedia further represents that to the best of its knowledge, it is aware of no material information other than as set forth in the patent file histories that has a material adverse impact on any issued claims included in the Patent Rights granted hereunder. NeoMedia further represents that it has not granted, and will not grant, any rights, options or licenses which impair the rights granted Symbol hereunder except as specifically set forth herein.

4.3 Third Party Claims. NeoMedia represent and warrants that, to the best of its knowledge, as of the Effective Date, there are no known claims by a third party that the practice of the inventions claimed in the Patent Rights infringes any patents of a third party, except as set forth in Exhibit 4.3.

4.4 Disclosure of Information. Upon Symbol's request, after NeoMedia has paid the issue fee for an allowed patent application, NeoMedia shall provide Symbol with a copy of the allowed claims. Information regarding the NeoMedia patent applications that has been disclosed to Symbol shall remain confidential and may not be disclosed or used by Symbol until such time that a patent may issue on such application or the application is published by the United States Patent and Trademark Office or any other patent office in which the application was filed, in which case only the information that is made publicly available by such patent office shall be considered to no longer be confidential.

4.5 Intellectual Property. NeoMedia represents and warrants that: (a) (i) Any Security Interest in any Patent Rights pursuant to Article V of the Purchase Agreement, dated December 31, 1998, and related Exhibits, between Solar Communications, Inc. and NeoMedia Technologies, Inc.; Amendment and Clarification dated February 15, 1999 between Solar Communications, Inc. and NeoMedia Technologies, Inc. (the "Solar Agreement") has been released, and (ii) any rights of Solar Communications, Inc. in and to any Patent Rights under the Solar Agreement have been terminated and/or extinguished. (b) If NeoMedia decides not to maintain any of the issued patents under the Patent Rights during the term of this Agreement, then NeoMedia shall provide Symbol sixty (60) days notice prior to the expiration of any applicable right or due date of any applicable payment, Symbol shall have the right in such an event to make the applicable payment or perform the applicable act on NeoMedia's behalf and deduct any such expense from royalties due NeoMedia hereunder.

6 (c) As of the Effective Date, there are no third party judgments or settlements to be paid by NeoMedia or pending litigation relating to any of the Patent Rights, that adversely affect the rights granted to Symbol hereunder;

ARTICLE 5 - RELEASE AND COVENANT NOT TO SUE

5.1 Release of Symbol. NeoMedia hereby releases and forever discharges Symbol, its Subsidiaries and all of their respective successors, officers, directors, employees, and agents (collectively, the "Symbol Releasees") from any claims, demands, and actions, causes and causes of action, suits, damages, judgments, claims and demands whatsoever in law, admiralty or in equity, whether known or unknown, contingent or fixed, certain or uncertain, arising on account of any infringement or alleged infringement, including without limitation contributory infringement or inducement to infringe, of any Patent Rights by Symbol, which against the Symbol Releasees individually, collectively, or in combination, NeoMedia, NeoMedia's successors and assigns ever had, now have, or hereafter can, shall or may have, upon or by reason of any matter, cause or thing whatsoever, occurring from the beginning of the world to the Effective Date. For purposes of this section 5.1, Symbol Releasees shall also include any company that made Devices for or on behalf of Symbol, and their Subsidiaries and their respective successors, officers, directors, employees and agents, to the extent engaged in such activity.

5.2 Release of NeoMedia. Symbol hereby releases and forever discharges NeoMedia, its Subsidiaries and all of their respective successors, officers, directors, employees,

and agents (collectively, the "NeoMedia Releasees") from any claims, demands, and actions, causes and causes of action, suits, damages, judgments, claims and demands whatsoever in law, admiralty or in equity, whether known or unknown, contingent or fixed, certain or uncertain, arising on account of any alleged or actual misappropriation of: i) trade secrets, or derivations thereof, and ii) intellectual property, other than copyrights, patents and trademarks of Symbol, only as the foregoing i) and ii) are contained in any patents or patent applications of NeoMedia published as of the Effective Date, which are set forth in their entirety in Exhibit 5.2, which against the NeoMedia Releasees individually, collectively, or in combination, Symbol, Symbol's successors and assigns ever had, now have, or hereafter can, shall or may have, upon or by reason of any matter, cause or thing whatsoever occurring from the beginning of the world to the Effective Date.

5.3 Covenant Not to Sue Symbol. NeoMedia hereby covenants and agrees that neither NeoMedia nor any other person will bring suit or otherwise assert a claim against the Symbol Releasees individually, collectively, or in combination, arising out of, related to or alleging infringement of any of the Patent Rights in the Field, including without limitation any claims for direct, contributory infringement or inducement to infringe. This covenant not to sue shall run with title to the Patent Rights, and shall bind any permitted assignee or other person to whom NeoMedia may convey an interest in any of its Patent Rights. For purposes of this section 5.3, Symbol Releasees shall also include any company that made, is making or will make Devices for or on behalf of Symbol, and their Subsidiaries and their respective successors, officers, directors, employees and agents, to the extent engaged in such activity.

7 5.3.1 Switch Operation by Symbol. Notwithstanding anything herein to the contrary, in the event that Symbol operates a Switch in conjunction with an unlicensed Device, or outsources the operation of the Symbol Switch to a third party in conjunction with an unlicensed Device, then this Covenant Not to Sue Symbol shall not be effective with respect to such Switch operation and NeoMedia is free to pursue whatever remedies it may have against Symbol solely as a result of the operation of said Switch. Symbol's immunity under Articles 5.3 and 6.2 with regard to the sale, lease or other disposal of Devices shall continue to be effective.

5.4 No License to Any Symbol Intellectual Property. Notwithstanding anything to the contrary contained in this Agreement, Symbol is not licensing any of its intellectual property to NeoMedia or any other party, and no Article of this Agreement shall be interpreted as granting such a license. Except for the specific claims released in Article 5.2 of this Agreement, Symbol retains all of its rights to enforce its intellectual property against NeoMedia or any other party. Symbol agrees that, in the event it believes NeoMedia or any NeoMedia product infringes any intellectual property right of Symbol, before bringing legal action against NeoMedia, Symbol shall notify NeoMedia in writing and enter into discussions concerning the issue, but under no circumstances shall Symbol be obligated to grant a license to NeoMedia.

ARTICLE 6 - MARKETING

6.1 Marketing. Symbol shall announce the availability of the NeoMedia End User Licenses to its direct sales force and distributors by listing and maintaining the End User Licenses in Symbol's electronic product ordering guide (EPOG) (or other like means as may be offered by Symbol from time to time) and through a published "Product Announcement" distributed by e-mail and other means as conventional within Symbol to Symbol's sales associates and through its Channel Management group to distributors. Symbol shall also inform its value added resellers and its direct sales force of the NeoMedia End User Licenses and of NeoMedia's Switch Services at training sessions or other scheduled events as is reasonably necessary to maintain awareness of the End User Licenses and NeoMedia Switch Services. Symbol shall also, within a reasonable time period after the execution of this Agreement, create text describing the NeoMedia End User License product offering. Symbol shall be responsible for its own allocation and management of expenses in connection with the promotion and distribution of End User Licenses covered by this Agreement. NeoMedia shall have the right to exhibit at Symbol's worldwide sales conference, provided it complies with the standards for participation, and shall have the right to participate in Symbol's standard channel programs provided it satisfies the criteria for such programs.

6.2 No Obligation to Purchase Licenses. Notwithstanding anything to the contrary contained in this Agreement, Symbol may sell, lease or otherwise dispose of Devices to customers, even if Symbol or such customers decline to take a license under Article 2.1 of this Agreement, without being liable to NeoMedia for patent infringement, but in such event it is understood that the customer remains subject to infringement action if its use infringes the Patent Rights.

8 ARTICLE 7 - TERM AND TERMINATION

7.1 Term. This Agreement shall commence on the Effective Date and shall continue in full force until the last to expire of any issued patents included within the Patent Rights unless earlier terminated as provided below.

7.2 Breach. In case of breach of this Agreement by a party, the other party shall have the right to terminate this Agreement by giving the breaching party at least sixty (60) days written notice of its intention specifying the cause for default; provided, however, that if the breaching party shall remedy such failure during such sixty (60) day period, then this Agreement shall not be terminated on the date specified in such notice, except that for any monetary breach, the notice and cure period shall be twenty (20) days, but such cure period shall not be used as a means to generally extend terms of payment. Any termination hereunder shall not preclude the ability of the parties to pursue any other remedies they make have in law or equity. An uncured breach of Section 6.1 shall constitute a material breach of this Agreement.

7.3 Accounting. After any termination of this Agreement, including the expiration of the last of the Patent Rights, Symbol shall render an accounting for all unpaid royalties pursuant to the license from the last such report up to the termination date. Such final accounting shall be made within sixty (60) days after the termination date.

7.4 Sums Payable. Termination of this Agreement shall not excuse either party's obligation to make payments of sums due and payable at the time of any termination thereof, or sums due and payable at a time after the termination date based upon the licenses or sublicenses of rights under this Agreement prior to termination.

7.5 Survival of End User Licenses. All licenses granted by Symbol or its Sublicensees to their customers during and pursuant to this Agreement shall survive any termination or expiration of this Agreement. The licenses

contained in this Agreement shall be considered intellectual property licenses within the meaning of any applicable federal or state statute, including 11 U.S.C. section 365(n). ARTICLE 8 - NOTICES 8.1 Notification Address. Except as otherwise set forth herein, all notices given in connection with this Agreement shall be in writing and shall be delivered either by personal delivery, by certified or registered mail, return receipt requested, or by express courier or delivery service, addressed to the parties hereto at the following addresses: To Symbol: To NeoMedia: Symbol Technologies, Inc. NeoMedia Technologies, Inc. One Symbol Plaza 2201 Second Street Holtsville, NY 11742-1300 Suite 600 Ft. Myers, FL 33901. Attn: President Attn: President With a copy to General Counsel With a copy to: General Counsel Fax: 631/738-4110 Fax: 941/337-3661 and a copy to: Anthony R. Barkume, Esq. Greenberg, Traurig LLP 200 Park Avenue New York, NY 10166 Fax: 212-801-6400 9 or at such other address and number as either party shall have previously designated by written notice given to the other party in the manner hereinabove set forth. Notices shall be deemed given when received; and when delivered and receipted for (or upon the date of attempted delivery where delivery is refused), if hand-delivered, sent by express courier or delivery service, or sent by certified or registered mail, return receipt requested. ARTICLE 9 - MISCELLANEOUS 9.1 Entire Agreement. This Agreement, including the Exhibits annexed hereto, constitutes the entire Agreement and understanding between the parties as to the subject matter thereof, and supersedes and replaces all prior or contemporaneous agreements, written or oral, as to the subject matter. This Agreement may be changed only in writing stating that it is an amendment or modification to this Agreement, and signed by an authorized representative of each of the parties hereto. 9.1.5 Patent Marking. Symbol shall disclose the appropriate patent numbers for the licenses in the license description in its EPOG, and the parties shall work together to find appropriate methodologies to comply with the requirements of 35 USC 287. 9.2 Unenforceability. Any term or provision of this Agreement which is invalid or unenforceable or in conflict with the law of any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without affecting the validity of the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms and provisions of this Agreement in any other jurisdiction. Further, the parties agree that an arbitrator or a court of competent jurisdiction in a particular jurisdiction may reform a specific term of this Agreement should the applicability of such term or provision be held invalid or unenforceable in that jurisdiction so as to reflect the intended agreement of the parties hereto solely with respect to the applicability of such provision in said jurisdiction. 9.3 Release. Neither this Agreement nor any provision thereof may be released, discharged, waived or abandoned in any manner, except by an instrument in writing signed on behalf of both of the parties hereto by their duly authorized officers or representatives. 9.4 Waiver. Any waiver of a default or condition hereof by either party shall not be deemed a continuing waiver of such default or condition. Any delay or omission by either party to exercise any right or remedy under this Agreement shall not be construed to be a waiver of any such right or remedy or any right hereunder. All of the rights of either party under this Agreement shall be cumulative and may be exercised separately or concurrently. 10 9.5 Not a Joint Venture. This Agreement does not constitute a partnership, joint venture or agency between the parties hereto, nor shall either of the parties hold itself out as such contrary to the terms hereof by advertising or otherwise, nor shall either of the Parties become bound or become liable because of any representation, action, or omission of the other. 9.6 Confidential Information. Except for those terms announced in the joint press release, the terms of this Agreement are confidential and shall not be disclosed by one party without the prior written consent of the other party, except to the extent necessary for a party to enforce its rights hereunder, for a period that ends three (3) years after termination of this Agreement. Confidential Information shall not include information or data which is required to be disclosed by a party or by their officers, agents or representatives in connection with any judicial or administrative order, proceeding or investigation, or under applicable law or government regulation. Notwithstanding anything to the contrary, provided NeoMedia has first given Symbol an opportunity to review its proposed disclosure: i) NeoMedia may disclose to any third party only those portions of this Agreement necessary to fulfill its obligations to such third party under a "Most Favored Nation/Licensee" or similar provision, and ii) to the Securities and Exchange Commission if required by law. 9.7 Attorney's Fees. In the event of any dispute arising out of a breach of or a default under this Agreement by one party, the prevailing party shall recover from the other, in addition to any other damage assessed, its attorneys' fees and court costs incurred in litigating or otherwise settling or resolving such dispute. 9.8 Press Release. Promptly after the execution of this Agreement, but in any event not later than seven (7) days after the Effective Date, Symbol and NeoMedia shall issue a joint press release in form and substance acceptable to both parties. Except as may be required by law or regulation, any additional press release or public statement pertaining to this Agreement shall be made only after consultation with and consent of the other party (whose consent shall not be unreasonably withheld). NeoMedia may mention its relationship with Symbol in the "About NeoMedia" section of its press releases or in public statement without obtaining Symbol's consent each time, provided that Symbol has previously approved the description or statement. Each party agrees not to describe this Agreement or the transaction hereunder in any financial statement or filing with any Federal or State securities authority or in any disclosure document prepared in connection with a securities offering without first giving the other party an opportunity to review the description. Neither party is required to resubmit to the other party language that it desires to include in any such financial statement or filing if such language has been previously approved by the other party, and such approval has not been revoked in writing by the other party. 9.9 Headings. The headings of articles, sections and other subdivisions hereof are inserted only for the purpose of convenient reference and it is recognized that they may not adequately or accurately describe the contents of the provisions which they head. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be

given any legal effect. 9.10 Grammar. Where the context of this Agreement requires, singular terms shall be considered plural, and plural terms shall be considered singular. 11 9.11 Choice of Law. This Agreement shall be governed by, performed under and construed in accordance with the laws of the State of New York without giving effect to the conflicts of law principles thereof. 9.12 Assignability. This Agreement may not be assigned by Symbol, except in the event of a merger or sale of substantially all of the assets of Symbol to a third party. This Agreement shall be binding on the successors and assigns of NeoMedia or any of the Patent Rights, and the permitted successors and assigns of Symbol. 9.13 Interpretation. The parties and their attorneys have each had opportunity to review and comment on this Agreement. Accordingly, the parties agree that the legal rule construing ambiguity against the drafter shall not apply in interpreting this Agreement. 9.14 Survival of Terms. The provisions of Articles 1, 2.3, 2.5, 3, 4 (except for 4.4 and 4.5(b)), 5.1-5.2, 5.3, (only as to Devices sold, leased or otherwise disposed of by Symbol, or other events or things that occurred, during the term of the Agreement), 5.3.1, 5.4 (except for the last sentence), 6.2(only as to Devices sold, leased or otherwise disposed of by Symbol, or other events or things that occurred, during the term of the Agreement), 7 (except for 7.1), 8 and 9 (except for 9.1.5 and 9.8), and any Exhibits to the foregoing Articles, shall survive the expiration or termination of this Agreement, and the representations and warranties in Article 4 shall survive the execution of this Agreement also. 9.15 Facsimile Signatures and Counterparts. This Agreement may be executed in counterparts and by facsimile signatures. 9.16 Limitation of Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST OPPORTUNITIES, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE. 9.17 Jury Trial Waiver. EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY COUNTERCLAIMS BROUGHT BY ANY PARTY. 12 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year last written below. SYMBOL TECHNOLOGIES, INC. NEOMEDIA TECHNOLOGIES, INC BY: /s/ Tomo Razmilovic BY: /s/ Charles W. Fritz _____ TITLE: Chief Executive Officer TITLE: President and CEO Date: 5/9/01 13

Provectus Pharmaceuticals, Inc.**2002 Stock Plan**

1. Purpose of the Plan. The purpose of the Provectus Pharmaceuticals, Inc. ("Provectus" or "Company") 2002 Stock Plan is to enable Provectus to provide an incentive to its and its subsidiaries' eligible employees, consultants, officers and Board of Directors whose present and potential contributions are important to the continued success of the Company, to afford these individuals the opportunity to acquire a proprietary interest in the Company, and to enable the Company to enlist and retain in its employment the best available talent for the successful conduct of its business. It is intended that this purpose will be effected through the granting of (a) stock options, (b) stock purchase rights, (c) stock appreciation rights, and (d) long-term performance awards.

2. Definitions. As used herein, the following definitions shall apply:

(a) "Administrator" means the Board or such of its Committees as shall be administering the Plan, in accordance with Section 5 of the Plan.

(b) "Applicable Laws" means the legal requirements relating to the administration of stock option plans under applicable securities laws, Nevada corporate law and the Code.

(c) "Board" means the Board of Directors of the Company.

(d) "Code" means the Internal Revenue Code of 1986, as amended.

(e) "Committee" means a Committee appointed by the Board in accordance with Section 5 of the Plan.

(f) "Common Stock" means the Common Stock, \$.001 par value, of the Company.

(g) "Company" means Provectus Pharmaceuticals, Inc., a Nevada corporation.

(h) "Consultant" means any person, including an advisor, engaged by the Company or a Parent or Subsidiary to render services and who is compensated for such services, and which services are in no way related to a "capital raising" transaction.

(i) "Continuous Status as an Employee or Consultant" means that the employment or consulting relationship is not interrupted or terminated by the Company, any Parent or Subsidiary. Continuous Status as an Employee or Consultant shall not be considered interrupted in the case of: (i) any leave of absence approved by the Board, including sick leave, military leave, or any other personal leave; provided, however, that for purposes of Incentive Stock Options, any such leave may not exceed ninety (90) days, unless reemployment upon the expiration of such leave is guaranteed by contract (including certain Company policies) or statute; or (ii) transfers between locations of the Company or between the Company, its Parent, its Subsidiaries or its successor.

(j) "Director" means a member of the Board.

(k) "Disability" means total and permanent disability as defined in Section 22(e)(3) of the Code.

(l) "Employee" means any person, including Officers and Directors, employed by the Company or any Parent or Subsidiary of the Company. Neither service as a Director nor payment of a director's fee by the Company shall be sufficient to constitute "employment" by the Company.

(m) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(n) "Fair Market Value" means, as of any date, the value of Common Stock determined as follows:

(i) If the Common Stock is listed on any established stock exchange or a national market system, including without limitation the National Market System of the National Association of Securities Dealers, Inc. Automated Quotation ("NASDAQ") System, the Fair Market Value of a Share of Common Stock shall be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on such system or exchange (or the exchange with the greatest volume of trading in Common Stock) on the last market trading day prior to the day of determination, as reported in The Wall Street Journal or such other source as the Administrator deems reliable;

(ii) If the Common Stock is quoted on the NASDAQ System (but not on the National Market System thereof) or is regularly

quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value of a Share of Common Stock shall be the mean between the high bid and low asked prices for the Common Stock on the last market trading day prior to the day of determination, as reported in The Wall Street Journal or such other source as the Administrator deems reliable;

(iii) In the absence of an established market for the Common Stock, the Fair Market Value shall be determined in good faith by the Administrator.

(o) "Incentive Stock Option" means an Option intended to qualify as an incentive stock option within the meaning of Section 422 of the Code and the regulations promulgated thereunder.

(p) "Long-Term Performance Award" means an award under Section 9 below. A Long-Term Performance Award shall permit the recipient to receive a cash or stock bonus (as determined by the Administrator) upon satisfaction of such performance factors as are set out in the recipient's individual grant. Long-term Performance Awards will be based upon the achievement of Company, Subsidiary and/or individual performance factors or upon such other criteria as the Administrator may deem appropriate.

(q) "Long-Term Performance Award Agreement" means a written agreement between the Company and an Optionee evidencing the terms and conditions of an individual Long-Term Performance Award grant. The Long-Term Performance Award Agreement is subject to the terms and conditions of the Plan.

(r) "Nonstatutory Stock Option" means any Option that is not an Incentive Stock Option.

(s) "Notice of Grant" means a written notice evidencing certain terms and conditions of an individual Option, Stock Purchase Right, SAR or Long-Term Performance Award grant. The Notice of Grant is part of the Option Agreement, the SAR Agreement and the Long-Term Performance Award Agreement.

(t) "Officer" means a person who is an officer of the Company within the meaning of Section 16 of the Exchange Act and the rules and regulations promulgated thereunder.

(u) "Option" means a stock option granted pursuant to the Plan.

(v) "Option Agreement" means a written agreement between the Company and an Optionee evidencing the terms and conditions of an individual Option grant. The Option Agreement is subject to the terms and conditions of the Plan.

(w) "Option Exchange Program" means a program whereby outstanding options are surrendered in exchange for options with a lower exercise price.

(x) "Optioned Stock" means the Common Stock subject to an Option or Right.

(y) "Optionee" means an Employee or Consultant who holds an outstanding Option or Right.

(z) "Parent" means a "parent corporation," whether now or hereafter existing, as defined in Section 424(e) of the Code.

(aa) "Plan" means this 2002 Stock Plan.

(bb) "Restricted Stock" means shares of Common Stock subject to a Restricted Stock Purchase Agreement acquired pursuant to a grant of Stock Purchase Rights under Section 8 below.

(cc) "Restricted Stock Purchase Agreement" means a written agreement between the Company and the Optionee evidencing the terms and restrictions applying to stock purchased under a Stock Purchase Right. The Restricted Stock Purchase Agreement is subject to the terms and conditions of the Plan and the Notice of Grant.

(dd) "Right" means and includes SARs, Long-Term Performance awards and Stock Purchase Rights granted pursuant to the Plan.

(ee) "Rule 16b-3" means Rule 16b-3 of the Exchange Act or any successor rule thereto, as in effect when discretion is being exercised with respect to the Plan.

(ff) "SAR" means a stock appreciation right granted pursuant to Section 7 of the Plan.

(gg) "SAR Agreement" means a written agreement between the Company and an Optionee evidencing the terms and conditions of an individual SAR grant. The SAR Agreement is subject to the terms and conditions of the Plan.

(hh) "Share" means a share of the Common Stock, as adjusted in accordance with Section 11 of the Plan.

(ii) "Stock Purchase Right" means the right to purchase Common Stock pursuant to Section 8 of the Plan, as evidenced by a Notice of Grant.

(jj) "Subsidiary" means a "subsidiary corporation," whether now or hereafter existing, as defined in Section 424(f) of the Code.

3. Eligibility. Nonstatutory Stock Options and Rights may be granted to Employees and Consultants. Incentive Stock Options may be granted only to Employees. If otherwise eligible, an Employee or Consultant who has been granted an Option or Right may be granted additional Options or Rights.

4. Stock Subject to the Plan. The total number of Shares reserved and available for issuance under the Plan is 1,000,000 Shares, in addition to any shares registered under Form S-8 to any consultants commensurate with the filing of the Plan with the SEC. If any Shares that have been optioned under an Option cease to be subject to such Option (other than through exercise of the Option), or if any Option or Right granted hereunder is forfeited, or any such award otherwise terminates prior to the issuance of Common Stock to the participant, the Shares that were subject to such Option or Right shall again be available for distribution in connection with future Option or right grants under the Plan. In addition, Shares that have been subject to SARs exercised for cash, whether granted in connection with or independently of options, shall again be available for distribution under the Plan. Shares that have actually been issued under the Plan, whether upon exercise of an Option or Right, shall not in any event be returned to the Plan and shall not become available for future distribution under the Plan, except that if Shares of Restricted Stock were repurchased by the Company at their original purchase price, and the original purchaser of such Shares did not receive any benefits of ownership of such Shares, such Shares shall become available for future grant under the Plan. For purposes of the preceding sentence, voting rights shall not be considered a benefit of Share ownership.

5. Administration.

(a) Composition of Administrator.

(i) Multiple Administrative Bodies. If permitted by Rule 16b-3 and Applicable Laws, the Plan may (but need not) be administered by different administrative bodies with respect to (A) Directors who are employees, (B) Officers who are not Directors and (C) Employees who are neither Directors nor Officers.

(ii) Administration with respect to Directors and Officers. With respect to grants of Options and Rights to eligible participants who are Officers or Directors of the Company, the Plan shall be administered by (A) the Board, if the Board may administer the Plan in compliance with Rule 16b-3 as it applies to a plan intended to qualify thereunder as a discretionary grant or award plan, or (B) a Committee designated by the Board to administer the Plan, which Committee shall be constituted (1) in such a manner as to permit the Plan to comply with Rule 16b-3 as it applies to a plan intended to qualify thereunder as a discretionary grant or award plan and (2) in such a manner as to satisfy the Applicable Laws.

(iii) Administration with respect to Other Persons. With respect to grants of Options to eligible participants who are neither Directors nor Officers of the Company, the Plan shall be administered by (A) the Board or (B) a Committee designated by the Board, which Committee shall be constituted in such a manner as to satisfy the Applicable Laws.

(iv) General. Once a Committee has been appointed pursuant to subsection (ii) or (iii) of this Section 5(a), such Committee shall continue to serve in its designated capacity until otherwise directed by the Board. From time to time the Board may increase the size of any Committee and appoint additional members thereof, remove members (with or without cause) and appoint new members in substitution therefor, fill vacancies (however caused) and remove all members of a Committee and thereafter directly administer the Plan, all to the extent permitted by the Applicable Laws and, in the case of a Committee appointed under subsection (ii), to the extent permitted by Rule 16b-3 as it applies to a plan intended to qualify thereunder as a discretionary grant or award plan.

(b) Powers of the Administrator. Subject to the provisions of the Plan, and in the case of a Committee, subject to the specific duties delegated by the Board to such Committee, the Administrator shall have the authority, in its discretion:

(i) to determine the Fair Market Value of the Common Stock, in accordance with Section 2(n) of the Plan;

(ii) to select the Consultants and Employees to whom Options and Rights may be granted hereunder;

(iii) to determine whether and to what extent Options and Rights or any combination thereof, are granted hereunder;

(iv) to determine the number of shares of Common Stock to be covered by each Option and Right granted hereunder;

(v) to approve forms of agreement for use under the Plan;

(vi) to determine the terms and conditions, not inconsistent with the terms of the Plan, of any award granted hereunder. Such terms and conditions include, but are not limited to, the exercise price, the time or times when Options or Rights may be exercised (which may be based on performance criteria), any vesting acceleration or waiver of forfeiture restrictions, and any restriction or limitation regarding any Option or Right or the shares of Common Stock relating thereto, based in each case on such factors as the Administrator, in its sole discretion, shall determine;

(vii) to construe and interpret the terms of the Plan;

(viii) to prescribe, amend and rescind rules and regulations relating to the Plan;

(ix) to determine whether and under what circumstances an Option or Right may be settled in cash instead of Common Stock or Common Stock instead of cash;

(x) to reduce the exercise price of any Option or Right;

(xi) to modify or amend each Option or Right (subject to Section 13 of the Plan);

(xii) to authorize any person to execute on behalf of the Company any instrument required to effect the grant of an Option or Right previously granted by the Administrator;

(xiii) to institute an Option Exchange Program;

(xiv) to determine the terms and restrictions applicable to Options and Rights and any Restricted Stock; and

(xv) to make all other determinations deemed necessary or advisable for administering the Plan.

(c) Effect of Administrator's Decision. The Administrator's decisions, determinations and interpretations shall be final and binding on all Optionees and any other holders of Options or Rights.

6. Duration of the Plan. The Plan shall remain in effect until terminated by the Board under the terms of the Plan, provided that in no event may Incentive Stock Options be granted under the Plan later than 10 years from the date the Plan was adopted by the Board.

7. Options and SARs.

(a) Options. The Administrator, in its discretion, may grant Options to eligible participants and shall determine whether such Options shall be Incentive Stock Options or Nonstatutory Stock Options. Each Option shall be evidenced by a Notice of Grant which shall expressly identify the Options as Incentive Stock Options or as Nonstatutory Stock Options, and be in such form and contain such provisions as the Administrator shall from time to time deem appropriate. Without limiting the foregoing, the Administrator may at any time authorize the Company, with the consent of the respective recipients, to issue new Options or Rights in exchange for the surrender and cancellation of outstanding Options or Rights. Option agreements shall contain the following terms and conditions:

(i) Exercise Price; Number of Shares. The per Share exercise price for the Shares issuable pursuant to an Option shall be such price as is determined by the Administrator; provided, however, that in the case of an Incentive Stock Option, the price shall be no less than 100% of the Fair Market Value of the Common Stock on the date the Option is granted, subject to any additional conditions set out in Section 7(a)(iv) below.

The Notice of Grant shall specify the number of Shares to which it pertains.

(ii) Waiting Period and Exercise Dates. At the time an Option is granted, the Administrator will determine the terms and conditions to be satisfied before Shares may be purchased, including the dates on which Shares subject to the Option may first be purchased. The Administrator may specify that an Option may not be exercised until the completion of the service period specified at the time of grant. (Any such period is referred to herein as the "waiting period.") At the time an Option is granted, the Administrator shall fix the period within which the Option may be exercised, which shall not be earlier than the end of the waiting period, if any, nor, in the case of an Incentive Stock Option, later than ten (10) years, from the date of grant.

(iii) Form of Payment. The consideration to be paid for the Shares to be issued upon exercise of an Option, including the method of payment, shall be determined by the Administrator (and, in the case of an Incentive Stock Option, shall be determined at the time of grant) and may consist entirely of:

(1) cash;

(2) check;

(3) promissory note;

(4) other Shares which (1) in the case of Shares acquired upon exercise of an option, have been owned by the Optionee for more than six months on the date of surrender, and (2) have a Fair Market Value on the date of surrender not greater than the aggregate exercise price of the Shares as to which said Option shall be exercised;

(5) delivery of a properly executed exercise notice together with such other documentation as the Administrator and the broker, if applicable, shall require to effect an exercise of the Option and delivery to the Company of the sale or loan proceeds required to pay the exercise price;

(6) any combination of the foregoing methods of payment; or

(7) such other consideration and method of payment for the issuance of Shares to the extent permitted by Applicable Laws.

(iv) Special Incentive Stock Option Provisions. In addition to the foregoing, Options granted under the Plan which are intended to be Incentive Stock Options under Section 422 of the Code shall be subject to the following terms and conditions:

(1) Dollar Limitation. To the extent that the aggregate Fair Market Value of (a) the Shares with respect to which Options designated as Incentive Stock Options plus (b) the shares of stock of the Company, Parent and any Subsidiary with respect to which other incentive stock options are exercisable for the first time by an Optionee during any calendar year under all plans of the Company and any Parent and Subsidiary exceeds \$100,000, such Options shall be treated as Nonstatutory Stock Options. For purposes of the preceding sentence, (a) Options shall be taken into account in the order in which they were granted, and (b) the Fair Market Value of the Shares shall be determined as of the time the Option or other incentive stock option is granted.

(2) 10% Stockholder. If any Optionee to whom an Incentive Stock Option is to be granted pursuant to the provisions of the Plan is, on the date of grant, the owner of Common Stock (as determined under Section 424(d) of the Code) possessing more than 10% of the total combined voting power of all classes of stock of the Company or any Parent or Subsidiary of the Company, then the following special provisions shall be applicable to the Option granted to such individual:

(a) The per Share Option price of Shares subject to such Incentive Stock Option shall not be less than 110% of the Fair Market Value of Common Stock on the date of grant; and

(b) The Option shall not have a term in excess of ten (10) years from the date of grant. Except as modified by the preceding provisions of this subsection 7(a)(iv) and except as otherwise limited by Section 422 of the Code, all of the provisions of the Plan shall be applicable to the Incentive Stock Options granted hereunder.

(v) Other Provisions. Each Option granted under the Plan may contain such other terms, provisions, and conditions not inconsistent with the Plan as may be determined by the Administrator.

(vi) Buyout Provisions. The Administrator may at any time offer to buy out for a payment in cash or Shares, an Option previously granted, based on such terms and conditions as the Administrator shall establish and communicate to the Optionee at the time that such offer is made.

(b) SARs.

(i) In Connection with Options. At the sole discretion of the Administrator, SARs may be granted in connection with all or any part of an Option, either concurrently with the grant of the Option or at any time thereafter during the term of the Option. The following provisions apply to SARs that are granted in connection with Options:

(1) The SAR shall entitle the Optionee to exercise the SAR by surrendering to the Company unexercised a portion of the related Option. The Optionee shall receive in Exchange from the Company an amount equal to the excess of (1) the Fair Market Value on the date of exercise of the SAR of the Common Stock covered by the surrendered portion of the related Option over (2) the exercise price of the Common Stock covered by the surrendered portion of the related Option. Notwithstanding the foregoing, the Administrator may place limits on the amount that may be paid upon exercise of an SAR; provided, however, that such limit shall not restrict the exercisability of the related Option.

(2) When an SAR is exercised, the related Option, to the extent surrendered, shall cease to be exercisable.

(3) An SAR shall be exercisable only when and to the extent that the related Option is exercisable and shall expire no later than the date on which the related Option expires.

(4) An SAR may only be exercised at a time when the Fair Market Value of the Common Stock covered by the related

Option exceeds the exercise price of the Common Stock covered by the related Option.

(ii) Independent of Options. At the sole discretion of the Administrator, SARs may be granted without related Options. The following provisions apply to SARs that are not granted in connection with Options:

(1) The SAR shall entitle the Optionee, by exercising the SAR, to receive from the Company an amount equal to the excess of (1) the Fair Market Value of the Common Stock covered by the exercised portion of the SAR, as of the date of such exercise, over (2) the Fair Market Value of the Common Stock covered by the exercised portion of the SAR, as of the last market trading date prior to the date on which the SAR was granted; provided, however, that the Administrator may place limits on the aggregate amount that may be paid upon exercise of an SAR.

(2) SARs shall be exercisable, in whole or in part, at such times as the Administrator shall specify in the Optionee's SAR agreement.

(iii) Form of Payment. The Company's obligation arising upon the exercise of an SAR may be paid in Common Stock or in cash, or in any combination of Common Stock and cash, as the Administrator, in its sole discretion, may determine. Shares issued upon the exercise of an SAR shall be valued at their Fair Market Value as of the date of exercise.

(c) Performance-Based Compensation Limitations. No Employee shall be granted, in any fiscal year of the Company, Options or SARs to receive more than 100,000 Shares of Common Stock, provided that the Company may make an additional one-time grant of up to 100,000 Shares to newly-hired Employees. The foregoing limitations shall adjust proportionately in connection with any change in the Company's recapitalization as described in Section 11(a).

(d) Method of Exercise.

(i) Procedure for Exercise; Rights as a Stockholder. Any Option or SAR granted hereunder shall be exercisable at such times and under such conditions as determined by the Administrator and as shall be permissible under the terms of the Plan.

An Option may not be exercised for a fraction of a Share.

An Option or SAR shall be deemed to be exercised when written notice of such exercise has been given to the Company in accordance with the terms of the Option or SAR by the person entitled to exercise the Option or SAR and full payment for the Shares with respect to which the Option is exercised has been received by the Company. Full payment may, as authorized by the Administrator (and, in the case of an Incentive Stock Option, determined at the time of grant) and permitted by the Option Agreement consist of any consideration and method of payment allowable under subsection 7(a)(iii) of the plan. Until the issuance (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company) of the stock certificate evidencing such Shares, no right to vote or receive dividends or any other rights as a stockholder shall exist with respect to the Optioned Stock, notwithstanding the exercise of the Option. No adjustment will be made for a dividend or other right for which the record date is prior to the date the stock certificate is issued, except as provided in Section 11 of the Plan.

Exercise of an Option in any manner shall result in a decrease in the number of Shares which thereafter shall be available, both for purposes of the Plan and for sale under the Option, by the number of Shares as to which the Option is exercised. Exercise of an SAR in any manner shall, to the extent the SAR is exercised, result in a decrease in the number of Shares which thereafter shall be available for purposes of the Plan, and the SAR shall cease to be exercisable to the extent it has been exercised.

(ii) Rule 16b-3. Options and SARs granted to individuals subject to Section 16 of the Exchange Act ("Insiders") must comply with the applicable provisions of Rule 16b-3 and shall contain such additional conditions or restrictions as may be required thereunder to qualify for the maximum exemption from Section 16 of the Exchange Act with respect to Plan transactions.

(iii) Termination of Employment or Consulting Relationship. In the event an Optionee's Continuous Status as an Employee or Consultant terminates (other than upon the Optionee's death or Disability), the Optionee may exercise his or her Option or SAR, but only within such period of time as is determined by the Administrator at the time of grant, not to exceed six (6) months (three (3) months in the case of an Incentive Stock Option) from the date of such termination, and only to the extent that the Optionee was entitled to exercise it at the date of such termination (but in no event later than the expiration of the term of such Option or SAR as set forth in the Option or SAR Agreement). To the extent that Optionee was not entitled to exercise an Option or SAR at the date of such termination, and to the extent that the Optionee does not exercise such Option or SAR (to the extent otherwise so entitled) within the time specified herein, the Option or SAR shall terminate.

(iv) Disability of Optionee. In the event an Optionee's Continuous Status as an Employee or Consultant terminates as a

result of the Optionee's Disability, the Optionee may exercise his or her Option or SAR, but only within twelve (12) months from the date of such termination, and only to the extent that the Optionee was entitled to exercise it at the date of such termination (but in no event later than the expiration of the term of such Option or SAR as set forth in the Option or SAR Agreement). To the extent that Optionee was not entitled to exercise an Option or SAR at the date of such termination, and to the extent that the Optionee does not exercise such Option or SAR (to the extent otherwise so entitled) within the time specified herein, the Option or SAR shall terminate.

(v) Death of Optionee. In the event of an Optionee's death, the Optionee's estate or a person who acquired the right to exercise the deceased Optionee's Option or SAR by bequest or inheritance may exercise the Option or SAR, but only within twelve (12) months following the date of death, and only to the extent that the Optionee was entitled to exercise it at the date of death (but in no event later than the expiration of the term of such Option or SAR as set forth in the Option or SAR Agreement). To the extent that Optionee was not entitled to exercise an Option or SAR at the date of death, and to the extent that the Optionee's estate or a person who acquired the right to exercise such Option does not exercise such Option or SAR (to the extent otherwise so entitled) within the time specified herein, the Option or SAR shall terminate.

8. Stock Purchase Rights.

(a) Rights to Purchase. Stock Purchase Rights may be issued either alone, in addition to, or in tandem with other awards granted under the Plan and/or cash awards made outside of the Plan. After the Administrator determines that it will offer Stock Purchase Rights under the Plan, it shall advise the offeree in writing of the terms, conditions and restrictions related to the offer, including the number of Shares that the offeree shall be entitled to purchase, the price to be paid, and the time within which the offeree must accept such offer, which shall in no event exceed thirty (30) days from the date upon which the Administrator made the determination to grant the Stock Purchase Right. The offer shall be accepted by execution of a Restricted Stock Purchase Agreement in the form determined by the Administrator.

(b) Repurchase Option. Unless the Administrator determines otherwise, the Restricted Stock Purchase Agreement shall grant the Company a repurchase option exercisable upon the voluntary or involuntary termination of the purchaser's employment with the Company for any reason (including death or Disability). The purchase price for Shares repurchased pursuant to the Restricted Stock purchase agreement shall be the original price paid by the purchaser and may be paid by cancellation of any indebtedness of the purchaser to the Company. The repurchase option shall lapse at such rate as the Administrator may determine.

(c) Other Provisions. The Restricted Stock Purchase Agreement shall contain such other terms, provisions and conditions not inconsistent with the Plan as may be determined by the Administrator in its sole discretion. In addition, the provisions of Restricted Stock Purchase Agreements need not be the

same with respect to each purchaser.

(d) Rule 16b-3. Stock Purchase Rights granted to Insiders, and Shares purchased by Insiders in connection with Stock Purchase Rights, shall be subject to any restrictions applicable thereto in compliance with Rule 16b-3. An Insider may only purchase Shares pursuant to the grant of a Stock Purchase Right, and may only sell Shares purchased pursuant to the grant of a Stock Purchase Right, during such time or times as are permitted by Rule 16b-3.

(e) Rights as a Stockholder. Once the Stock Purchase Right is exercised, the purchaser shall have the rights equivalent to those of a stockholder, and shall be a stockholder when his or her purchase is entered upon the records of the duly authorized transfer agent of the Company. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Stock Purchase Right is exercised, except as provided in Section 11 of the Plan.

(f) Withholding Taxes. In accordance with any applicable administrative guidelines it establishes, the Committee may allow a purchaser to pay the amount of taxes required by law to be withheld as a result of a purchase of Shares or a lapse of restrictions in connection with Shares purchased pursuant to a Stock Purchase Right, by withholding from any payment of Common Stock due as a result of such purchase or lapse of restrictions, or by permitting the purchaser to deliver to the Company, Shares having a Fair Market Value, as determined by the Committee, equal to the amount of such required withholding taxes.

9. Long-Term Performance Awards.

(a) Administration. Long-Term Performance Awards are cash or stock bonus awards that may be granted either alone or in addition to other awards granted under the Plan. Such awards shall be granted for no cash consideration. The Administrator shall determine the nature, length and starting date of any performance period (the "Performance Period") for each Long-Term Performance Award, and shall determine the performance or employment factors, if any, to be used in the determination of Long-Term Performance Awards and the extent to which such Long-Term Performance Awards are valued or have been earned. Long-Term Performance Awards may vary from participant to participant and between groups

of participants and shall be based upon the achievement of Company, Subsidiary, Parent and/or individual performance factors or upon such other criteria as the Administrator may deem appropriate. Performance Periods may overlap and participants may participate simultaneously with respect to Long-Term Performance Awards that are subject to different Performance Periods and different performance factors and criteria. Long-Term Performance Awards shall be confirmed by, and be subject to the terms of, a Long-Term Performance Award agreement. The terms of such awards need not be the same with respect to each participant.

At the beginning of each Performance Period, the Administrator may determine for each Long-Term Performance Award subject to such Performance Period the range of dollar values or number of shares of Common Stock to be awarded to the participant at the end of the Performance Period if and to the extent that the relevant measures of performance for such Long-Term Performance Award are met. Such dollar values or number of shares of Common Stock may be fixed or may vary in accordance with such performance or other criteria as may be determined by the Administrator.

(b) Adjustment of Awards. The Administrator may adjust the performance factors applicable to the Long-Term Performance Awards to take into account changes in legal, accounting and tax rules and to make such adjustments as the Administrator deems necessary or appropriate to reflect the inclusion or exclusion of the impact of extraordinary or unusual items, events or circumstances in order to avoid windfalls or hardships.

10. Non-Transferability of Options. Options and Rights may not be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner other than by will or by the laws of descent or distribution and may be exercised, during the lifetime of the Optionee, only by the Optionee.

11. Adjustments Upon Changes in Capitalization, Dissolution, Merger, Asset Sale or Change of Control.

(a) Changes in Capitalization. Subject to any required action by the stockholders of the Company, the number of shares of Common Stock covered by each outstanding Option and Right, and the number of shares of Common Stock which have been authorized for issuance under the Plan but as to which no Options or Rights have yet been granted or which have been returned to the Plan upon cancellation or expiration of an Option or Right, as well as the price per share of Common Stock covered by each such outstanding Option or Right, shall be proportionately adjusted for any increase or decrease in the number of issued shares of Common Stock resulting from a stock split, reverse stock split, stock dividend, combination or reclassification of the Common Stock, or any other increase or decrease in the number of issued shares of Common Stock effected without receipt of consideration by the Company; provided, however, that conversion of any convertible securities of the Company shall not be deemed to have been "effected without receipt of consideration." Such adjustment shall be made by the Board, whose determination in that respect shall be final, binding and conclusive. Except as expressly provided herein, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of shares of Common Stock subject to an Option or Right.

(b) Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of the Company, to the extent that an Option or Right has not been previously exercised, it will terminate immediately prior to the consummation of such proposed action. The Board may, in the exercise of its sole discretion in such instances, declare that any Option or Right shall terminate as of a date fixed by the Board and give each Optionee the right to exercise his or her Option or Right as to all or any part of the Optioned Stock, including Shares as to which the Option or Right would not otherwise be exercisable.

(c) Merger or Asset Sale. Subject to the provisions of paragraph (d) hereof, in the event of a merger of the Company with or into another corporation, or the sale of substantially all of the assets of the Company, each outstanding Option and Right shall be assumed or an equivalent Option or Right substituted by the successor corporation or a Parent or Subsidiary of the successor corporation. In the event that the successor corporation does not agree to assume the Option or to substitute an equivalent option, the Administrator shall, in lieu of such assumption or substitution, provide for the Optionee to have the right to exercise the Option or Right as to all or a portion of the Optioned Stock, including Shares as to which it would not otherwise be exercisable. If the Administrator makes an Option or Right exercisable in lieu of assumption or substitution in the event of a merger or sale of assets, the Administrator shall notify the Optionee that the Option or Right shall be exercisable for a period of fifteen (15) days from the date of such notice, and the Option or Right will terminate upon the expiration of such period. For the purposes of this paragraph, the Option or Right shall be considered assumed if, immediately following the merger or sale of assets, the Option or Right confers the right to purchase, for each Share of Optioned Stock subject to the Option or Right immediately prior to the merger or sale of assets, the consideration (whether stock, cash, or other securities or property) received in the merger or sale of assets by holders of Common Stock for each Share held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares); provided, however, that if such consideration received in the merger or sale of assets was not solely common stock of the successor corporation or its Parent, the Administrator may, with the consent of the successor corporation and the participant, provide for the consideration to be received upon the exercise of the Option or Right, for each Share of Optioned Stock subject to the Option or Right, to be

solely common stock of the successor corporation or its Parent equal in Fair Market Value to the per share consideration received by holders of Common Stock in the merger or sale of assets.

(d) Change in Control. In the event of a "Change in Control" of the Company, as defined in paragraph (e) below, then the following acceleration and valuation provisions shall apply:

(i) Except as otherwise determined by the Board, in its discretion, prior to the occurrence of a Change in Control, any Options and Rights outstanding on the date such Change in Control is determined to have occurred that are not yet exercisable and vested on such date shall become fully exercisable and vested;

(ii) Except as otherwise determined by the Board, in its discretion, prior to the occurrence of a Change in Control, all outstanding Options and Rights, to the extent they are exercisable and vested (including Options and Rights that shall become exercisable and vested pursuant to subparagraph (i) above), shall be terminated in exchange for a cash payment equal to the Change in Control Price, (reduced by the exercise price, if any, applicable to such Options or Rights). These cash proceeds shall be paid to the Optionee or, in the event of death of an Optionee prior to payment, to the estate of the Optionee or to a person who acquired the right to exercise the Option or Right by bequest or inheritance.

(e) Definition of "Change in Control". For purposes of this Section 11, a "Change in Control" means the happening of any of the following:

(i) When any "person," as such term is used in Sections 13(d) and 14(d) of the Exchange Act (other than the Company, a Subsidiary or a Company employee benefit plan, including any trustee of such plan acting as trustee) is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the combined voting power of the Company's then outstanding securities entitled to vote generally in the election of directors; or

(ii) The stockholders of the Company approve a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation, or the stockholders of the Company approve an agreement for the sale or disposition by the Company of all or substantially all the Company's assets; or

(iii) A change in the composition of the Board of Directors of the Company, as a result of which fewer than a majority of the directors are Incumbent Directors. "Incumbent Directors" shall mean directors who either (A) are directors of the Company as of the date the Plan is approved by the stockholders, or (B) are elected, or nominated for election, to the Board of Directors of the Company with the affirmative votes of at least a majority of the Incumbent Directors at the time of such election or nomination (but shall not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors to the Company).

(f) Change in Control Price. For purposes of this Section 11, "Change in Control Price" shall be, as determined by the Board, (i) the highest Fair Market Value of a Share within the 60-day period immediately preceding the date of determination of the Change in Control Price by the Board (the "60-Day Period"), or (ii) the highest price paid or offered per Share, as determined by the Board, in any bona fide transaction or bona fide offer related to the Change in Control of the Company, at any time within the 60-Day Period, or (iii) such lower price as the Board, in its discretion, determines to be a reasonable estimate of the fair market value of a Share.

12. Date of Grant. The date of grant of an Option or Right shall be, for all purposes, the date on which the Administrator makes the determination granting such Option or Right, or such other later date as is determined by the Administrator. Notice of the determination shall be provided to each Optionee within a reasonable time after the date of such grant.

13. Amendment and Termination of the Plan.

(a) Amendment and Termination. The Board may at any time amend, alter, suspend or terminate the Plan.

(b) Stockholder Approval. The Company shall obtain stockholder approval of any Plan amendment to the extent necessary and desirable to comply with Rule 16b-3 or with Section 422 of the Code (or any successor rule or statute or other applicable law, rule or regulation, including the requirements of any exchange or quotation system on which the Common Stock is listed or quoted). Such stockholder approval, if required, shall be obtained in such a manner and to such a degree as is required by the applicable law, rule or regulation.

(c) Effect of Amendment or Termination. No amendment, alteration, suspension or termination of the Plan shall impair the rights of any Optionee, unless mutually agreed otherwise between the Optionee and the Administrator, which agreement

must be in writing and signed by the Optionee and the Company.

14. Conditions Upon Issuance of Shares.

(a) Legal Compliance. Shares shall not be issued pursuant to the exercise of an Option or Right unless the exercise of such Option or Right and the issuance and delivery of such Shares shall comply with all relevant provisions of law, including, without limitation, the Securities Act of 1933, as amended, the Exchange Act, the rules and regulations promulgated thereunder, Applicable Laws, and the requirements of any stock exchange or quotation system upon which the Shares may then be listed or quoted, and shall be further subject to the approval of counsel for the Company with respect to such compliance.

(b) Investment Representations. As a condition to the exercise of an Option or Right, the Company may require the person exercising such Option or Right to represent and warrant at the time of any such exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation is required.

15. Liability of Company.

(a) Inability to Obtain Authority. The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder, shall relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained.

(b) Grants Exceeding Allotted Shares. If the Optioned Stock covered by an Option or Right exceeds, as of the date of grant, the number of Shares which may be issued under the Plan without additional stockholder approval, such Option or Right shall be void with respect to such excess Optioned Stock, unless stockholder approval of an amendment sufficiently increasing the number of Shares subject to the Plan is timely obtained in accordance with Section 13(b) of the Plan.

16. Reservation of Shares. The Company, during the term of this Plan, will at all times reserve and keep available such number of Shares as shall be sufficient to satisfy the requirements of the Plan.

17. Stockholder Approval. Continuance of the Plan shall be subject to approval by the stockholders of the Company within twelve (12) months before or after the date the Plan is adopted. Such stockholder approval shall be obtained in the manner and to the degree required under applicable federal and state law.

PROVECTUS PHARMACEUTICALS, INC. 2002 STOCK PLAN

NONSTATUTORY STOCK OPTION EXERCISE NOTICE

Provectus Pharmaceuticals, Inc.

Attention: Shareholder Services Department

1. Exercise of Option. Effective as of today, _____, 2002, the undersigned ("Purchaser") hereby elects to purchase shares (the "Shares") of the Common Stock of Provectus Pharmaceuticals, Inc. (the "Company") under and pursuant to the Provectus Pharmaceuticals, Inc. 2002 Stock Plan (the "Plan") and the Stock Option Agreement dated (the "Option Agreement").
2. Delivery of Payment. Purchaser herewith delivers to the Company the full purchase price for the Shares and any and all required taxes.
3. Representations of Purchaser. Purchaser acknowledges that Purchaser has received, read and understood the Plan and the Option Agreement and agrees to abide by and be bound by their terms and conditions.
4. Rights as Stockholder. Subject to the terms and conditions of this Agreement, Purchaser shall have all of the rights of a stockholder of the Company with respect to the Shares from and after the date the stock certificate evidencing such Shares is issued, as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company.
5. Tax Consultation. Purchaser understands that Purchaser may suffer adverse tax consequences as a result of Purchaser's purchase or disposition of the Shares. Purchaser represents that Purchaser has consulted with any tax consultants Purchaser deems advisable in connection with the purchase or disposition of the Shares and that Purchaser is not relying on the Company for any tax advice.

6. Entire Agreement; Governing Law. The Plan and Option Agreement are incorporated herein by reference. This Agreement, the Plan and the Option Agreement constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Purchaser with respect to the subject matter hereof, and such agreement is governed by Nevada law except for that body of law pertaining to conflict of laws.

Submitted by: Accepted by: Provectus Pharmaceuticals, Inc.

By:

Signature of Purchaser

Title:

Printed Name

Social Security Number

Mailing Address:

Provectus Pharmaceuticals, Inc. 2002 STOCK PLAN

STOCK OPTION AGREEMENT

Unless otherwise defined herein, the terms defined in the Provectus Pharmaceuticals, Inc. 2002 Stock Plan (the "Plan") shall have the same defined meanings in this Option Agreement.

I. NOTICE OF STOCK OPTION GRANT

Employee ID: -----

Name: -----

Address: -----

You have been granted an option to purchase Common Stock of the Company, subject to the terms and conditions of the Plan and this Option Agreement, as follows:

Grant Number: -----

Date of Grant: -----

Exercise Price per Share: -----

Total Number of Shares Granted: -----

Type of Option: -----

Term/Expiration Date: -----

Vesting Schedule: This Option will vest over four (4) years with 25% vesting one year from grant date and thereafter 6.25% per quarter.

Termination Period: This Option may be exercised for 60 days after termination of Optionee's employment or consulting relationship, or such longer period as may be applicable upon death or Disability of Optionee as provided in the Plan, but in no event later than the Term/Expiration Date as provided above.

II. AGREEMENT

1. Grant of Option. The Plan Administrator of the Company hereby grants to the Optionee named in the Notice of Grant attached as Part I of this Agreement (the "Optionee") an option (the "Option") to purchase the number of Shares set forth in the Notice of Grant at the exercise price per share set forth in the Notice of Grant (the "Exercise Price"), subject to the terms and conditions of the Provectus Pharmaceuticals, Inc. 2002 Stock Plan, which is incorporated herein by reference. Subject to Section 13(c) of the Plan, in the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Option Agreement, the terms and conditions of the Plan shall prevail.

If designated in the Notice of Grant as an Incentive Stock Option, this Option is intended to qualify as an Incentive Stock Option under Section 422 of the Code.

2. Exercise of Option.

(a) Right to Exercise. This Option is exercisable during its term in accordance with the Vesting Schedule set out in the Notice of Grant and the applicable provisions of the Plan and this Option Agreement. In the event of Optionee's death, Disability or other termination of Optionee's employment or consulting relationship, the exercisability of the Option is governed by the applicable provisions of the Plan and this Option Agreement.

(b) Method of Exercise. This Option is exercisable by delivery of an exercise notice in the form attached as Exhibit A (the "Exercise Notice") which shall state the election to exercise the Option, the number of Shares as to which the Option is being exercised (the "Exercised Shares") and such other representations and agreements as may be required by the Company pursuant to the provisions of the Plan. The Exercise Notice shall be signed by the Optionee and shall be delivered in person or by certified mail to the Shareholder Services Department of the Company. The Exercise Notice shall be accompanied by payment of the aggregate Exercise Price as to all Exercised Shares. This Option shall be deemed to be exercised upon receipt by the Company of such fully executed Exercise Notice accompanied by such aggregate Exercise Price and any required withholding tax.

No Shares shall be issued pursuant to the exercise of this Option unless such issuance and exercise complies with all relevant provisions of law and the requirements of any stock exchange upon which the Shares are then listed. Assuming such compliance, for income tax purposes the Exercised Shares shall be considered transferred to the Optionee on the date the Option is exercised with respect to such Exercised Shares.

3. Method of Payment. Payment of the aggregate Exercise Price shall be by any of the following, or a combination thereof, at the election of the Optionee:

(a) cash; or

(b) check; or

(c) delivery of a properly executed Exercise Notice together with such other documentation as the Administrator and the broker, if applicable, shall require to effect an exercise of the Option and delivery to the Company of the sale or loan proceeds required to pay the exercise price; or

(d) surrender of other Shares which (i) in the case of Shares acquired upon exercise of an option, have been owned by the Optionee for more than six (6) months on the date of surrender, and (ii) have a Fair Market Value on the date of surrender equal to the aggregate Exercise Price of the Exercised Shares.

4. Non-Transferability of Option. This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of Optionee only by the Optionee. The terms of the Plan and this Option Agreement shall be binding upon the executors, administrators, heirs, successors and assigns of the Optionee.

5. Term of Option. This Option will expire ten (10) years from the date of its grant.

6. Tax Consequences. Some of the federal tax consequences relating to this Option, as of the date of this Option, are set forth below. THIS SUMMARY IS NECESSARILY INCOMPLETE, AND THE TAX LAWS AND REGULATIONS ARE SUBJECT TO CHANGE. THE OPTIONEE SHOULD CONSULT A TAX ADVISER BEFORE EXERCISING THIS OPTION OR DISPOSING OF THE SHARES.

(a) Exercising the Option.

(i) Nonqualified Stock Option ("NSO"). If this Option does not qualify as an ISO, the Optionee may incur regular federal income tax liability upon exercise. The Optionee will be treated as having received compensation income (taxable at ordinary income tax rates) equal to the excess, if any, of the fair market value of the Exercised Shares on the date of exercise over their aggregate Exercise Price. If the Optionee is an employee or a former employee, the Company will be required to withhold from his or her compensation or collect from Optionee and pay to the applicable taxing authorities an amount equal to a percentage of this compensation income at the time of exercise.

(ii) Incentive Stock Option ("ISO"). If this Option qualifies as an ISO, the Optionee will have no regular federal income tax liability upon its exercise, although the excess, if any, of the fair market value of the Exercised Shares on the date of exercise over their aggregate Exercise Price will be treated as an adjustment to the alternative minimum tax for federal tax purposes and may subject the Optionee to alternative minimum tax in the year of exercise.

(b) Disposition of Shares.

(i) NSO. If the Optionee holds NSO Shares for at least one year, any gain realized on disposition of the Shares will be treated as long-term capital gain for federal income tax purposes.

(ii) ISO. If the Optionee holds ISO Shares for at least one year after exercise and two years after the grant date, any gain realized on disposition of the Shares will be treated as long-term capital gain for federal income tax purposes. If the Optionee disposes of ISO Shares within one year after exercise or two years after the grant date, any gain realized on such disposition will be treated as compensation income (taxable at ordinary income rates) to the extent of the excess, if any, of the lesser of (A) the difference between the fair market value of the Shares acquired on the date of exercise and the aggregate Exercise Price, or (B) the difference between the sale price of such Shares and the aggregate Exercise Price.

(c) Notice of Disqualifying Disposition of ISO Shares. If the Optionee sells or otherwise disposes of any of the Shares acquired pursuant to an ISO on or before the later of (i) two years after the grant date, or (ii) one year after the exercise date, the Optionee shall immediately notify the Company in writing of such disposition. The Optionee agrees that he or she may be subject to income tax withholding by the Company on the compensation income recognized from such early disposition of ISO Shares by payment in cash or out of the current earnings paid to the Optionee.

By your signature and the signature of the Company's representative below, you and the Company agree that this Option is granted under and governed by the terms and conditions of the Plan and this Option Agreement. Optionee has reviewed the Plan and this Option Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Option Agreement and fully understands all provisions of the Plan and Option Agreement. Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions relating to the Plan and Option Agreement. It is agreed that this Option Agreement shall be interpreted and construed in accordance with the laws of that jurisdiction in which enforcement is sought. Should any portion of this Agreement be judicially held to be invalid, unenforceable or void, such holding shall not have the effect of invalidating the remainder of this Agreement or any other part thereof, the parties hereby agreeing that the portion so held to be invalid, unenforceable, or void shall, if possible, be deemed amended or reduced in scope. This Option Agreement shall supersede the terms of any prior agreement or understanding between Optionee and the Company regarding the subject matter hereof, and constitutes the full and entire understanding and agreement between Optionee and the Company regarding the subject matter hereof. This Option Agreement may be modified or amended only in writing signed by an officer of the Company and by Optionee. Optionee agrees and acknowledges the Company's "at will" employment policy, which is that the Company reserves the right to discontinue Optionee's employment at any time for any reason or no reason without notice, and that the Company accords Optionee the right to discontinue employment at any time for any reason or no reason without notice. The Company agrees and acknowledges that its "at will" employment policy may not be enforceable in the jurisdiction in which Optionee is domiciled. Optionee agrees that nothing in this Agreement shall be construed as a limitation of the rights of the Company to terminate Optionee's employment with the Company at any time for any reason or no reason without notice.

OPTIONEE: Provectus Pharmaceuticals, Inc.: