

SURGEON SERVICES AGREEMENT

This Surgeon Services Agreement ("Agreement") dated **JANUARY 20, 2011** (the "Effective Date") is made by and between **INTUITIVE SURGICAL SÀRL**, ("**Intuitive**"), located at 1 chemin des Mûriers, CH-1170 Aubonne, Switzerland and **VASILIOS POULAKIS, M.D.** ("**Consultant**"), located at **DOCTORS' HOSPITAL, KEFALLINIAS 26, ATHINA 11257, GREECE** for the purpose of setting forth the terms and conditions by which Intuitive will acquire Consultant's services on a temporary basis.

WHEREAS, Consultant wishes to be added to Intuitive's list of doctors ("**Surgeon List**") to whom Intuitive may refer users of the *da Vinci*[®] Surgical System ("**Users**") and from which list the Users could contact consultant surgeons to evaluate and select for their particular Proctoring and/or Case Observation (each as defined in Exhibit A below, collectively "**Surgeon Services**") purposes.

WHEREAS, one or more of the Surgeon Services may not apply to Consultant, Consultant may be referred by Intuitive to Users so that Users may engage Consultant for one, some or all of the Surgeon Services;

WHEREAS, Consultant understands that Intuitive may refer Users to the Surgeon List, but the decision as to which particular surgeon a User selects is entirely the User's and not Intuitive's; any payment by Intuitive to Consultant for Surgeon Services provided by Consultant to a User is merely to provide incentive to the User to seek training it may deem necessary for its surgeons; and, that it is entirely the User's decision, and not Intuitive's, whether to have a surgeon undergo a Surgeon Service training, including the selection of the Consultant surgeon and the timing of any Surgeon Service; and,

WHEREAS, the parties understand that Consultant wholly undertakes the responsibilities and consequences of providing Surgeon Services to any User without attributing any such responsibilities or consequences to Intuitive.

NOW THEREFORE, in consideration of the mutual promises and obligations specified in this Agreement, the parties agree to the following:

1. Work and Payment. Attached to this Agreement as Exhibit A hereto is a statement of the work to be performed by Consultant, Consultant's rate of payment for such work, expenses to be paid in connection with such work, the maximum price Intuitive shall be obligated to pay under this Agreement and such other terms and conditions as shall be deemed appropriate or necessary for the performance of the work.

Intuitive is not obligated to issue any additional orders for work by Consultant under this Agreement. Consultant should not commence services under this Agreement until this Agreement is signed and delivered by an authorized representative of Intuitive.

2. Nondisclosure. During the term of this Agreement and in the course of Consultant's performance hereunder, Consultant may receive and otherwise be exposed to confidential and proprietary information relating to Intuitive's business practices, strategies and technologies. Such confidential and proprietary information may include but not be limited to confidential and

proprietary information supplied to Consultant with the legend "Intuitive Confidential and Proprietary," or equivalent.

Consultant acknowledges the confidential and secret character of the Information, and agrees that the Information is the sole, exclusive and valuable property of Intuitive. Accordingly, Consultant agrees not to reproduce any of the Information without the applicable prior written consent of Intuitive, not to use the Information except in the performance of this Agreement, and not to disclose all or any part of the Information in any form to any third party, either during or after the term of this Agreement. Additionally, the terms of this Agreement are confidential and Consultant agrees not to disclose the terms of this Agreement to any third party without the express written consent of Intuitive. Upon termination of this Agreement for any reason, including expiration of term, Consultant agrees to cease using and to return to Intuitive all whole and partial copies and derivatives of the Information, whether in Consultant's possession or under Consultant's direct or indirect control.

Consultant shall not disclose, or otherwise make available to Intuitive in any manner, any confidential information of Consultant or received by Consultant from third parties.

This Section 2 shall survive the termination of this Agreement for any reason, including expiration.

3. Qualifications. Consultant represents and warrants, that he/she (a) is an appropriately qualified person, licensed to practice medicine in at least one E.E.C. States and trained and experienced in robotic surgery; (b) possesses the qualifications necessary to perform the work described in Exhibit A hereto, including Surgeon Service(s); and, (c) is known to have high ethical standards and professional integrity. Consultant shall, at all times, use professional conduct in the performance of this Agreement. Consultant further represents and warrants that the content of the work to be done under this Agreement and materials, if any, provided thereto conforms to the appropriate medical standards of care applicable to the respective procedures.

4. Insurance. During the term of this Agreement, Consultant shall maintain adequate levels of insurance, (not less than \$1,000,000 per occurrence/\$3,000,000 in the aggregate) sufficient to support any possible occurrences of death or bodily injury to any person, or destruction or damage to any property, in performing its obligations hereunder, and shall provide Intuitive with evidence of such insurance.

5. Termination. The term of this Agreement shall be one (1) year from the Effective Date. Thereafter, the Agreement will automatically renew for additional one (1) year terms unless either party provides the other a notice of non-renew at least a thirty (30) days prior to the expiration of the then current term. Either Intuitive or Consultant may terminate this Agreement in the event of (a) a material breach of the Agreement which is not cured within thirty (30) days of written notice to the other of such breach; (b) the filing of bankruptcy papers or other similar arrangements due to insolvency; (c) the assignment of Consultant's obligations herein; or (d) Consultant's acceptance of consulting arrangements with third parties which are or may be detrimental to Intuitive's business interests.

Intuitive may terminate this Agreement for convenience with thirty (30) days prior written notice.

6. Independent Contractor. Consultant is an independent Contractor, is not an agent or employee of Intuitive and is not authorized to act on behalf of, or legally bind, Intuitive. Consultant is not and shall not be considered a partner, joint venturer, agent, or principal of Intuitive. Consultant, not Intuitive, is responsible for the content of the work undertaken under this Agreement and the information provided therein, including any clinical training. Consultant will not be eligible for any employee benefits, nor will Intuitive make deductions from any amounts payable to Consultant for taxes. Taxes shall be the sole responsibility of Consultant. Consultant agrees to comply with all standards, guidelines, rules and regulations of any hospital or facility in which an Event or program is conducted or services provided.

Consultant understands that the decision to retain Consultant is made by the User and not Intuitive. It is the responsibility of Consultant, not Intuitive, to speak with the User and to determine if Consultant's services are suitable and appropriate for the User. Furthermore, Consultant recognizes that it is the responsibility of the User to evaluate the qualifications and services offered by the Consultant and that it is the User's sole decision to hire a particular Consultant. In making such decision, User will undertake its own independent due diligence to satisfy itself of the qualifications of the Consultant vis-à-vis the requirements of the User.

Although Consultant may have been placed on the Surgeon List, by doing so Intuitive does not express or imply that a particular Consultant satisfies the needs of the User in terms of qualifications or credentialing requirements. It is Consultant's responsibility to obtain the necessary approvals or credentials to perform work under this agreement. Intuitive is not a credentialing body in providing Consultant referrals. No employee of Intuitive provides or shall provide guidance or validation of a Consultant's qualifications.

Intuitive has no input, control over or involvement in the assistance, coaching, guidance, surgical training, recommendations, observations or other services offered to Users by Consultant.

7. Assignment. Consultant shall make no assignment of this Agreement without the prior written consent of Intuitive. This Agreement shall be binding upon the permitted successors and assigns of Intuitive and Intuitive may assign this Agreement to such third parties pursuant to a transfer of all or substantially all of Intuitive's assets and business relating to the subject of this Agreement, whether by merger, sale of assets, sale of stock, or otherwise.

8. General. This Agreement constitutes the parties' final, exclusive, and complete understanding and agreement with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings and agreements relating to the subject matter hereof, including any prior proctoring, case observation, surgeon lecture or surgeon led training agreements. This Agreement may not be waived, modified, amended or assigned unless mutually agreed upon in writing by both parties. In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Agreement. This Agreement shall be governed by local laws of Switzerland, excluding its conflicts of laws principles. The parties consent and submit to the jurisdiction of Switzerland court. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be

deemed given upon personal delivery, or sent by certified or registered mail, postage prepaid, three (3) days after the date of mailing.

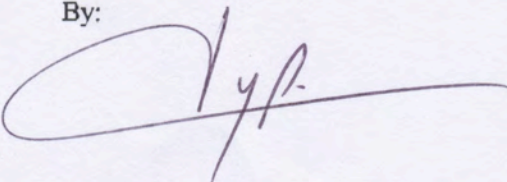
THIS AGREEMENT WILL BE VOID IF NOT EXECUTED AND RETURNED TO INTUITIVE WITHIN THIRTY (30) DAYS OF THE EFFECTIVE DATE.

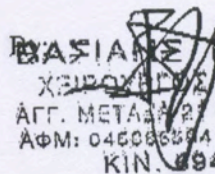
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

INTUITIVE SURGICAL SÀRL
1 chemin des Mûriers
CH-1170 Aubonne
Switzerland

VASILIOS POULAKIS, M.D.
Doctors' Hospital
Kefallinias 26
Athina 11257
Greece

By:




ΒΑΣΙΛΙΟΣ ΠΟΥΛΑΚΗΣ
ΧΕΙΡΟΥΡΓΟΣ - ΟΥΡΟΛΟΓΟΣ
ΑΓΓ. ΜΕΤΑΣΤΡ. • 106 75 ΓΛΥΦΑΔΑ
ΑΦΜ: 0460066884 • ΔΟΥ: ΓΛΥΦΑΔΑΣ
ΚΙΝ. 6942207652

Name: JEAN-YVES RAIMON
Title: Int'l Senior Director Finance & Operations
Date: 27/01/2011

Name: VASILIOS POULAKIS
Title: Urologic Surgeon - Andrologist
Date: 27-01-2011