

# KELVIN MEDICAL, INC.

## **FORM S-1** (Securities Registration Statement)

Filed 08/01/16

Address	10930 SKYRANCH PLACE NEVADA CITY, NV, 95959
Telephone	(530) 388-8706
CIK	0001679836
Symbol	KVMD
SIC Code	3841 - Surgical and Medical Instruments and Apparatus
Fiscal Year	06/30

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**FORM S-1**  
REGISTRATION STATEMENT  
UNDER THE SECURITIES ACT OF 1933

Commission File Number:

**Kelvin Medical, Inc.**  
(Exact name of registrant as specified in its charter)



**Nevada**

(State or other jurisdiction of  
incorporation or organization)

**3841**

(Primary Standard Industrial  
Classification Code Number)

**81-2552488**

(I.R.S. Employer Identification  
Number)

**10930 Skyranch Place Nevada City, CA 95959 (530) 388-8706**

(Address, including zip code, and telephone number, including  
area code, of registrant's principal executive offices)

**With Copies To  
SD Mitchell & Associates, PLC  
829 Harcourt Rd., Grosse Pointe Park, MI 48230**

**As soon as practicable after the effective date of this Registration Statement.**

(Approximate date of commencement of proposed sale to the public)

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, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act Registration Statement number of the earlier effective Registration Statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act Registration Statement number of the earlier effective Registration Statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act Registration Statement number of the earlier effective Registration Statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer  Accelerated filer

Non-accelerated filer  (Do not check if a smaller reporting company) Smaller reporting company

**CALCULATION OF REGISTRATION FEE**

<b>Title of Each Class of Securities to be Registered</b>	<b>Amount to be Registered</b>	<b>Maximum Offering Price Per Share</b>	<b>Maximum Aggregate Offering Price (1)</b>	<b>Amount of Registration Fee (1)</b>
Common Stock, \$0.001 par value per share	33,000,000	\$0.02	\$660,000.00	\$66.46

(1) Estimated solely for the purpose of calculating the registration fee under Rule 457(a) and (o) of the Securities Act.

*The Registrant hereby amends this Registration Statement (the "Registration Statement") on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.*

**Subject to completion, dated July \_\_, 2016**

*The information in this prospectus is not complete and may be changed. We may not sell these securities until the Registration Statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and is not soliciting an offer to buy these securities in any jurisdiction where an offer or sale is not permitted.*

**PRELIMINARY PROSPECTUS  
KELVIN MEDICAL, INC.  
30,000,000 SHARES OF COMMON STOCK**

This is the initial offering of Common Stock of Kelvin Medical, Inc. We are offering for sale a total of 30,000,000 shares of Common Stock at a fixed price of \$0.02 per share for the duration of this Offering (the "Offering"). In addition, we are registering a total of 3,000,000 shares at \$0.02 per share for the benefit of selling shareholders from which the Company will receive no cash proceeds. There is no minimum number of shares that must be sold by us for the Offering to proceed, and we will retain the proceeds from the sale of any of the offered shares. The Offering is being conducted on a self-underwritten, best efforts basis, which means our President and Chief Executive Officer, William Mandel, will attempt to sell the shares directly to friends, family members and business acquaintances. Mr. Mandel will not receive commission or any other remuneration for such sales. In offering the securities on our behalf, Mr. Mandel will rely on the safe harbor from broker-dealer registration set out in Rule 3a4-1 under the Securities and Exchange Act of 1934.

The 30,000,000 shares will be offered for sale at a fixed price of \$0.02 per share for a period of one hundred and eighty (180) days from the effective date of this prospectus, or until the thirty million shares are sold, unless extended by our Board of Directors for an additional ninety (90) days. If all of the shares offered by us are purchased, the gross proceeds to us will be \$600,000. However, since the Offering is being conducted on a "best-efforts" basis, there is no minimum number of shares that must be sold, meaning the Company shall retain any proceeds from the sale of the shares sold hereunder. Accordingly, all funds raised hereunder will become immediately available to the Company and will be used in accordance with the Company's intended "Use of Proceeds" as set forth herein, investors are advised that they will not be entitled to a refund and could lose their entire investment.

	<b>Offering Price to the Public Per Share</b>	<b>Commissions</b>	<b>Net Proceeds to Company After Offering Expenses (25% of Shares Sold)</b>	<b>Net Proceeds to Company After Offering Expenses (50% of Shares Sold)</b>	<b>Net Proceeds to Company After Offering Expenses (75% of Shares Sold)</b>	<b>Net Proceeds to Company After Offering Expenses (100% of Shares Sold)*</b>
<b>Common Stock</b>	\$0.02	Not Applicable	\$150,000.00	\$300,000.00	\$450,000.00	\$600,000.00
<b>Total</b>	\$0.02	Not Applicable	\$150,000.00	\$300,000.00	\$450,000.00	\$600,000.00

\*The above table is net of offering costs and related services under the terms of a contract with S-1 Services, LLC in the total amount of 3,000,000 shares valued at \$60,000. No cash compensation will be paid in connection with the costs of this Offering.

Our independent registered public accountant has issued an audit opinion for Kelvin Medical, Inc., which includes a statement expressing substantial doubt as to our ability to continue as a going concern. Accordingly, any investment in the shares offered hereby involves a high degree of risk and you should only purchase shares if you can afford a loss of your entire investment.

There currently is no market for our securities and a public market may never develop, or, if any market does develop, it may not be sustained. Our Common Stock is not traded on any exchange or on the over-the-counter market. There can be no assurance that our Common Stock will ever be quoted on a stock exchange or a quotation product or that any market for our stock will develop.

THE PURCHASE OF THE SECURITIES OFFERED THROUGH THIS PROSPECTUS INVOLVES A HIGH DEGREE OF RISK. YOU SHOULD CAREFULLY READ THIS ENTIRE PROSPECTUS, INCLUDING THE SECTION ENTITLED "RISK FACTORS" BEGINNING ON PAGE 8 HEREOF BEFORE BUYING ANY SHARES OF KELVIN MEDICAL, INC.'S COMMON STOCK.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The Date of this prospectus is July \_\_, 2016

## TABLE OF CONTENTS

	Page
Prospectus Summary	5
The Offering	7
Risk Factors	8
Determination of Offering Price	13
Use of Proceeds	13
Plan of Distribution; Terms of the Offering	14
Dilution	16
Description of Property	17
Description of Securities	17
Description of Business	18
Management's Discussion and Analysis	26
Directors, Executive Officers, Promoters and Control Persons	28
Executive Compensation	30
Security Ownership of Certain Beneficial Owners and Management	31
Certain Relationships and Related Transactions	32
Legal Matters	32
Experts	32
Commission Position on Indemnification for Securities Act Liabilities	33
Where You Can Find More Information	33
Index to Financial Statements	F-1
Other Expenses of Issuance and Distribution	34
Indemnification of Officers and Directors	34
Recent Sales of Unregistered Securities	35
Exhibits	36
Undertakings	36

*You should rely only on the information contained or incorporated by reference to this prospectus in deciding whether to purchase our Common Stock. We have not authorized anyone to provide you with information different from that contained in this prospectus. Under no circumstances should the delivery to you of this prospectus or any sale made pursuant to this prospectus create any implication that the information contained in this prospectus is correct as of any time after the date of this prospectus. To the extent that any facts or events arising after the date of this prospectus, individually or in the aggregate, represent a fundamental change in the information presented in this prospectus, this prospectus will be updated to the extent required by law.*

### DEALER PROSPECTUS DELIVERY OBLIGATION

Until \_\_\_\_\_, 2016, all dealers that effect transactions in these securities, whether or not participating in this Offering, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

July \_\_, 2016

## PROSPECTUS SUMMARY

*The following summary highlights material information contained in this prospectus. This summary does not contain all of the information you should consider before investing in the securities. Before making an investment decision, you should read the entire prospectus carefully, including the risk factors section, the financial statements and the notes to the financial statements. You should also review the other available information referred to in the section entitled "Where You Can Find More Information" in this prospectus and any amendment or supplement hereto.*

### **Company Overview**

Kelvin Medical, Inc. (the "Company") was incorporated in the State of Nevada on May 5, 2016. We are a recently organized company that engages in the sale of medical devices. The Company was founded to develop the product called Therm-N-Ice. The Therm-N-Ice device takes a modern approach to the treatment of sprains and strains, providing improvements to the treatment options currently available. Hot and cold treatment options are commonplace and used routinely as a therapy in medical and non-medical locations. The Company's device looks to help reduce the tasks of applying hot and cold therapy and help people remain mobile rather than pausing life activities in order to obtain repetitive hot/cold therapy.

On May 5, 2016, Mr. William Mandel, our Company's founder, was appointed President and Director of the Company. Mr. Mandel is currently our sole officer of the Company. Mr. Mandel is also a director of our Company, and Margaret V. Austin, the spouse of Mr. Mandel, is our Chairman of the Board. Our headquarters are located at 10930 Sky ranch Place Nevada City, CA 95959.

William Mandel, our President, has worked in Medical Device technology development for over 25 years. The website [www.kelvinmedical.com](http://www.kelvinmedical.com) will be informational as per our current plan and will not function as a point of sale. Mr. Mandel has made a working prototype of the proposed product, and has secured a Chinese patent. He has applied for a US patent, which is pending approval at the date of this filing. The use of hot and cold therapy is not new; however, our business model is based on the premise that customers will be drawn to our products because in a single unit they can receive hot and cold therapy. The Therm-N-Ice device delivers continuous or intermittent cold, continuous or intermittent warmth, or alternating hot cold. In addition, this device can be programmed to follow timed treatment segments. This device is portable and rechargeable which allow mobility while experiencing ongoing and uninterrupted treatment. Initially, the Company is planning to offer, as our initial product, a simple arm band. We hope to expand our product to include leg bands, torso bands and the combination leg and arm band systems. We anticipate that there could be a demand for a system that combines all three options as well. At the date of this report, the Company has received a small order for three Therm-N-Ice devices, the deposit for which has been recorded as deferred revenue. Presently the Company does not have a production date for the initial Therm-N-Ice devices to fulfil this order.

We were only recently incorporated in 2016, and have launched our website. However, we have not commenced substantive operations, thus we believe that conducting this Offering will allow the Company added flexibility to raise capital in today's financial climate and carry out the objectives in our business plan. There can be no assurance that we will be successful in our attempt to sell 100% of the shares being registered hereunder; however, we believe that investors in today's markets demand more transparency and by our registering this Offering and becoming a reporting company, we will be able to capitalize on this fact. While we believe that our limited reporting requirements will satisfy most investors seeking transparency in any potential investment, we still caution that simply because we have a registration statement declared effective the Company will not become a "fully reporting" company, but rather, we will be only subject to the reporting requirements of Section 15(d) of the Securities Exchange Act of 1934. Accordingly, except during the year that our registration statement becomes effective, these reporting obligations may be automatically suspended under Section 15(d) if we have less than 300 shareholders at the beginning of our fiscal year and our required disclosure is less extensive than the disclosures required of "fully reporting" companies. For example, we are not subject to disclose in our Form 10K risk factors, unresolved staff comments, or selected financial data, pursuant to Items 1A, 1B and 6, respectively.

Since inception, our operations have consisted of formulating our business plan, and launching our website. The Company intends to begin substantive operations within 2-3 months after we obtain a Notice of Effectiveness of this Offering. We hope to realize our full plan of operations by raising money through the sale of our securities, as contemplated within this Offering. We believe that if we are able to raise the full amount of funds contemplated herein, we would be able to fully launch our Company and properly market our initially proposed arm band device.

William Mandel has worked in medical device technology development for over 25 years, and has the professional experience required for the start-up and operation of such a company. As an Engineer, our president, Mr. Mandel, understands the inner-workings of devices and the process required to design a product and carry it through to production. As a team leader, William has an expanded understanding of the scope and magnitude of bringing a product to market. Presently Mr. Mandel has set out a scope of costs for our first arm band device production run. Proceeds from this offering will allow us to undertake the initial production and sale of our devices.

Initial website development has been completed by our management team who will currently service and maintain the Company's website. Our allocation of proceeds does provide for funds to be allocated to third party website maintenance group in the future should it be required. For the marketing and sale of our product, once funds are in place, we plan to use our contacts in the medical industry to contract with a doctor to begin the promotion of our product to be resold by health care services companies who specialize in distribution of pharmaceuticals and medical products, pharmacies, pharmaceutical representatives and sporting goods stores. We do not have plans to hire sales representatives. We do not have any written agreements regarding the retention of any employees.

Although the Company has no market for its common stock, management believes that the Company will meet all requirements to be quoted on the OTC Pink Market, and even though the Company's common stock will likely be a penny stock, becoming a reporting company will provide us with enhanced visibility and give us a greater possibility to provide liquidity to our shareholders.

We are a recently organized company and to date have no recorded revenues. We have received a small order from a single customer for our arm band devices as at the date of this filing for which a deposit has been received and the order is in process, though a production date is not yet set for our first commercial run of the arm band devices. We will require additional capital in order to service this order. Accordingly, our independent registered public accountants have issued a comment regarding our ability to continue as a going concern (please refer to the footnotes to the financial statements). Until such time that we are able to establish a consistent flow of revenues from our operations which is sufficient to sustain our operating needs, management intends to rely primarily upon debt financing to supplement cash flows, if any, generated by our products. We will seek out such financing as necessary to allow the Company to continue to grow our business operations, and to cover such cost, excluding professional fees, associated with being a reporting Company with the Securities and Exchange Commission ("SEC"); we estimate such costs to be approximately \$35,000 for 12 months following this Offering. The Company has included such costs to become a publicly reporting company in its targeted expenses for working capital expenses and intends to seek out reasonable loans from friends, family and business acquaintances if it becomes necessary. At this point we have been funded by our sole officer and directors, and have not received any firm commitments or indications from any family, friends or business acquaintances regarding any potential investment in the Company. In addition, we have entered into a services agreement with respect to all costs associated with this Offering as more fully described below.

On June 1, 2016, the Company entered into a consulting agreement with a consultant who is in the business of assisting private companies in the process of going public and getting listed on the OTC Pink through the Form S-1 Registration. Under the terms of the consulting agreement, the Consultant shall provide certain services with respect to the Form S-1 Registration Statement from commencement and preparation of the Form S-1 to receipt of Notice of Effectiveness, including retention and payment of the required legal and accounting professionals, and thereafter to work with a market maker to provide a completed and accepted Form 15c2-11 with FINRA, obtain DTC eligibility, a trading symbol and listing on OTC Pink. As compensation under the consulting agreement S-1 Services shall receive 3,000,000 shares of the Company's common stock at \$0.02 per share for a value of \$60,000 which shares shall be included in the Registration Statement. We expect to conclude funding offered under this Registration Statement in the coming months. For purposes of the information provided in this Offering we have assumed that the Offering is fully subscribed and offering costs are being settled by issuance of shares of common stock. Upon obtaining effectiveness, we will conduct the Offering contemplated hereby, and anticipate raising sufficient capital from this Offering to market and grow our Company. We believe that the funds generated from the Offering will provide us with enough proceeds to fund our plan of operations for up to twelve months after the completion of this Offering. In the event we generate nominal revenues, and the maximum amount of funds is not raised, we may still require additional financing to fund our operations past the twelve-month period following the completion of this Offering.

While our ability to generate revenue is not correlated directly to the amount of shares sold by us under this Offering, our potential to generate revenue can be affected by our marketing and advertising strategies and the amount of personnel the Company employs. These factors are directly related to the amount of proceeds we receive from this Offering, which corresponds to the number of shares we are successful in selling under this Offering (see "Use of Proceeds" chart). We believe we can begin generating revenues within the first three months following the successful completion of this Offering. As we are a start-up company, it is unclear how much revenue our operations will generate; however, it is our hope that our revenues will exceed our costs. Our revenues will be impacted by how successful and well targeted the execution of our marketing campaign, the general condition of the economy, and the number of clients we will attract. For a further discussion of our initial operations, plan of operations, growth strategy and marketing strategy see the below section entitled "Description of Business".

Neither the Company nor Mr. Mandel or any other affiliated or unaffiliated entity has any plans to use the Company as a vehicle for a private company to become a reporting company once the Company becomes a reporting Company. Additionally, we do not believe the Company is a blank check company as defined in Section a(2) of Rule 419 under the Securities Act of 1933, as amended because the Company has a specific business plan and has no plans or intentions to engage in a merger or acquisition with an unidentified entity.

## SUMMARY OF THIS OFFERING

<b>The Issuer</b>	Kelvin Medical, Inc.
<b>Securities being offered</b>	Up to 30,000,000 shares of Common Stock; our Common Stock is described in further detail in the section of this prospectus titled “DESCRIPTION OF SECURITIES – Common Stock.” Further 3,000,000 shares of common stock on behalf of a selling shareholder are being registered.
<b>Offering Type</b>	The Offering is being conducted on a self-underwritten, best efforts basis, there is no minimum number of shares that must be sold by us for the Offering to proceed, and we will retain the proceeds from the sale of any of the offered shares. There will be no proceeds from the shares being registered for the selling shareholder.
<b>Per Share Price</b>	\$0.02
<b>No Revocation</b>	Once you submit a Subscription Agreement and the Company accepts it, you may not revoke or change your subscription or request a refund of monies paid. All accepted subscriptions are irrevocable, even if you subsequently learn information about us that you consider to be materially unfavorable.
<b>No Public Market</b>	<p>There is no public market for our Common Stock. We cannot give any assurance that the shares being offered will have a market value, or that they can be resold at the offered price if and when an active secondary market might develop, or that a public market for our securities may be sustained even if developed. The absence of a public market for our stock will make it difficult to sell your shares.</p> <p>We intend to apply to the OTC Pink Market, through a market maker that is a licensed broker dealer, to allow the trading of our Common Stock upon our becoming a reporting entity under the Securities Exchange Act of 1934.</p>
<b>Duration of Offering</b>	The shares are offered for a period not to exceed 180 days, unless extended by our Board of Directors for an additional 90 days, or until all of the shares have been sold.
<b>Number of Shares Outstanding Before the Offering</b>	There are 63,000,000 shares of Common Stock issued and outstanding as of the date of this prospectus; 30,000,000 held by our President, Chief Executive Officer, Secretary, Treasurer, and Director, Mr. William Mandel, and 30,000,000 held by our Chairman of the Board, Dr. Margaret Austin, PhD. 3,000,000 shares have been issued to a consultant for services rendered with regard to this Registration Statement.
<b>Registration Costs</b>	We estimate our total costs relating to the registration herein shall be approximately \$60,000 which amount has been settled in full by the issuance of 3,000,000 shares of common stock included in this Registration Statement.
<b>Net Proceeds to the Company</b>	The Company is offering 30,000,000 shares of Common Stock, \$0.001 par value at an offering price of \$0.02 per Share. Net proceeds, after offering expenses, to the Company, if we are able to sell all of the 30,000,000 shares, will be \$600,000. The full subscription price will be payable at the time of subscription and any such funds received from customers in this Offering will be released to the Company when subscriptions are received and accepted.
<b>Use of Proceeds</b>	If the maximum amount of funds are raised, we intend to fund our operations and implement our business plan. No assurance can be given that the net proceeds from the total number of shares offered hereby or any lesser net amount will be sufficient to accomplish our goals.
<b>Risk Factors</b>	An investment in our Common Stock involves a high degree of risk. You should carefully consider the risk factors set forth under the “Risk Factors” section herein and the other information contained in this prospectus before making an investment decision regarding our Common Stock.



## **RISK FACTORS**

*An investment in our Common Stock involves a high degree of risk. You should carefully consider the risks described below and the other information in this prospectus before investing in our Common Stock. If any of the following risks occur, our business, operating results and financial condition could be seriously harmed. Currently, shares of our Common Stock are not publicly traded. In the event that shares of our Common Stock become publicly traded, the trading price of our Common Stock could decline due to any of these risks, and you may lose all or part of your investment. In the event our Common Stock fails to become publicly traded you may lose all or part of your investment.*

### **RISKS RELATED TO THE OFFERING**

***As there is no minimum for our Offering, if only a few persons purchase shares, they will lose their investment without the Company being able to make a significant attempt at implementation of its business plan.***

Since there is no minimum amount of shares that must be sold directly by the Company under this Offering, if a limited number of shares are sold, we may not have enough capital to fully implement our plan of operations. We may not be able to meet the objectives we state in this prospectus, or eliminate the “going concern” modification in the reports of our auditors as to uncertainty with respect to our ability to continue as a going concern. If we fail to raise sufficient capital, we would expect to have insufficient funds for our ongoing operating expenses. Any significant lack of funds will curtail the growth of our business and may cause our business to fail. If our business fails, investors will lose their entire investment.

***We are a recently organized company and may never be able to achieve any significant revenues or profitability. At this stage of our business, even with our good faith efforts, potential investors have a high probability of losing their entire investment.***

We are subject to all of the risks inherent in the establishment of a new business enterprise, and we have no revenues to date. Any profitability in the future from our business will be dependent upon the successful development, marketing and sales of our proposed products, which are subject to numerous industry-related risk factors as set forth herein. Accordingly, we may not be able to successfully carry out our plan of operations and any investor may lose their entire investment.

***We are conducting this Offering without an underwriter and may be unable to sell any shares.***

This Offering is self-underwritten, that is, we are not going to engage the products of an underwriter to sell the shares. We intend to sell our shares through our President and Chief Executive Officer, who will receive no commissions or other remuneration from any sales made hereunder. He will offer the shares to friends, family members, and business associates; however, there is no guarantee that he will be able to sell any of the shares. Unless he is successful in selling all of the shares and we receive the maximum amount of proceeds from this Offering, we may have to seek alternative financing to implement our plan of operations.

***We may not be able to further implement our business strategy unless sufficient funds are raised in this Offering. Our inability to raise additional funds could cause investors to lose their investment. Additionally, we may have to seek additional capital through the sale of additional shares or other equity securities, which would result in additional dilution to our stockholders.***

We may not realize sufficient proceeds from this Offering to further business development, or to provide adequate cash flow for planned business activities. At June 30, 2016 we had cash on hand of \$1,076 and an accumulated deficit of \$63,457. We have not yet generated revenues from our operations to date, though at the date of this report we have accepted our first product order and reflect a deposit for this order on our balance sheet as Current liabilities – Customer deposit. We do not yet know when we will be able to produce our first commercial arm band device order so that we can fulfil the initial product order. At this rate, we expect that we will not be able to continue operations without obtaining additional funding or beginning to generate revenue.

We do not currently have any arrangements for financing and our obtaining additional financing will be subject to a number of factors, including general market conditions, investor acceptance of our plan of operations and initial results from our business operations. There is no assurance that any additional financing will be available or if available, on terms that will be acceptable to us. Failure to raise additional financing will cause us to go out of business. If this happens, you could lose all or part of your investment.

If our resources are insufficient to satisfy our cash requirements, we may seek to sell additional equity or debt securities or obtain a credit facility. The sale of additional equity securities could result in additional dilution to our stockholders. The incurrence of indebtedness would result in increased debt product obligations and could result in operating and financing covenants that would restrict our operations. We cannot assure you that financing will be available in amounts or on terms acceptable to us, if at all.

***Because Mr. William Mandel and Dr. Austin currently own 95.2% of our outstanding Common Stock, investors may find that corporate decisions influenced by Mr. Mandel and Dr. Austin are inconsistent with the best interests of other stockholders. In addition, Dr. Austin and Mr. Mandel are spouses which may also impact corporate decisions.***

Mr. Mandel, our sole officer and Dr. Austin, our Chairman of the Board, together currently own 95.2% of the outstanding shares of our Common Stock, and, upon completion of this Offering, will own approximately 64.5% of our outstanding Common Stock, if the maximum number of shares is sold. Further, Dr. Austin and Mr. Mandel are spouses. Accordingly, Mr. Mandel and Dr. Austin will have a significant influence in determining the outcome of all corporate transactions or other matters, including mergers, consolidations and the sale of all or substantially all of our assets, and also the power to prevent or cause a change in control. While we have no current plans with regard to any merger, consolidation or sale of substantially all of our assets, the interests of Mr. Mandel and Dr. Austin may still differ from the interests of the other stockholders.

***We will rely on another company to manufacture and ship our device; we risk losing the ability to source our product through them.***

We will outsource production of our device. If the manufacturer we select fails to produce the device in a timely manner, closes their production facility, or increases our manufacturing cost, we will risk loss of sales as we are unable to fulfill orders, and they might not purchase from us in the future.

***There is substantial doubt about our ability to continue as a going concern.***

At June 30, 2016, the Company has generated no revenue, has received our first small arm band device order and has working capital of \$56,543 of which \$60,000 is capitalized as deferred offering costs. We have recorded a retained deficit of \$ 63,457 since inception. These factors, among others, raise substantial doubt about our ability to continue as a going concern. Our ability to generate future revenues will depend on a number of factors, many of which are beyond our control. These factors include general economic conditions, market acceptance of our product, and ability to create and maintain a reseller base. Due to these factors, we cannot anticipate with any degree of certainty what our revenues will be in future periods. As such, our independent registered public accountants have expressed substantial doubt about our ability to continue as a going concern. This opinion could materially limit our ability to raise additional funds by issuing new debt or equity securities or otherwise. You should consider our independent registered public accountant's comments when determining if an investment in the Company is suitable.

***You may have limited access to information regarding our business because we are a limited reporting company exempt from many regulatory requirements and our obligations to file periodic reports with the SEC could be automatically suspended under certain circumstances.***

The Company will not become a fully reporting company, but rather, will be subject to the reporting requirements of Section 15(d) of the Securities Exchange Act of 1934. As of effectiveness of our registration statement of which this prospectus is a part, we will be required to file periodic reports with the SEC which will be immediately available to the public for inspection and copying (see "Where You Can Find More Information" elsewhere in this prospectus). Except during the year that our registration statement becomes effective, these reporting obligations may be automatically suspended under Section 15(d) if we have less than 300 shareholders at the beginning of our fiscal year. We currently have fewer than 300 shareholders and if we continue to have fewer than 300 shareholders, we will be exempt from the filing requirements as required pursuant to Section 13 of the Securities Exchange Act and will not be required to file any periodic reports, including Form 10-Q and 10-K filings, with the SEC subsequent to the Form 10-K required for the fiscal year in which our registration statement is effective. Further, disclosures in our Form 10-K that we will be required to file for the fiscal year in which our registration statement is effective, is less extensive than the disclosures required of fully reporting companies. Specifically, we are not subject to disclose in our Form 10K risk factors, unresolved staff comments, or selected financial data, pursuant to Items 1A, 1B, and 6, respectively. If the reports are not filed or are less extensive than those required of fully reporting companies, the investors will have reduced visibility as to the Company and its financial condition.

In addition, as a filer subject to Section 15(d) of the Exchange Act, the Company is not required to prepare proxy or information statements, and our common stock will not be subject to the protection of the ongoing private regulations. Additionally, the Company will be subject to only limited portions of the tender offer rules, and our officers, directors, and more than ten (10%) percent shareholders are not required to file beneficial ownership reports about their holdings in our Company, and will not be subject to the short-swing profit recovery provisions of the Exchange Act. Further, more than five percent (5%) holders of classes of our equity securities will not be required to report information about their ownership positions in the securities. This means that your access to information regarding our business will be limited.

## RISKS RELATED TO OUR BUSINESS

***Key management personnel may leave the Company, which could adversely affect the ability of the Company to continue operations.***

The Company is entirely dependent on the efforts of our CEO and President because of the time and effort that he devotes to the Company. In the crucial role of Engineering Manager and Product Development, the loss of him, or other key personnel in the future, could have a material adverse effect on our business, financial condition and results of operations. The Company does not maintain “key person” life insurance on its officers, directors or key employees. Our success will depend on the performance of Mr. Mandel and our ability to attract and motivate other key personnel.

***Presently, the Company’s president will be devoting 25 hours and his free time to the Company, which may result in a business failure if that time is not sufficient for the development and management of our operations.***

Our sole officer, Mr. Mandel, has committed to the Company 25 hours a week and his available weekends. He currently maintains a paid position at Eigen where he serves as a director of operation regulatory affairs and quality assurance, and has held this position for the past 5 years, and works 40 hours a week. Our operations will consume most of Mr. Mandel’s free time. If Mr. Mandel’s time is not sufficient for the Company’s operations, we risk failure.

***The Company’s current cash flow and access to capital compared to the fees being earned by the Company’s sole-officer and directors may adversely affect our future performance and operations.***

Our President and Director, Mr. Mandel, entered into a management agreement effective May 15, 2016 whereby he received a signing bonus of 30,000,000 shares valued at \$30,000 in respect of his services to the Company for a one year period ending May 15, 2017, along with a stipend of \$1,000 per month. Dr. Austin entered into an agreement effective May 15, 2016, to serve as our Chairman of the Board for a one-time issuance of 30,000,000 shares of Common Stock, valued at \$30,000, for her services to the Company. As a result, Mr. Mandel and Dr. Austin, together currently own 95.2% of the issued share capital and will control approximately 64.5% of the total issued and outstanding shares if this Offering is fully subscribed.

***Because a Shareholder may sell its 3,000,000 shares of our Common Stock issued for services rendered, the ability of the Company to sell the 30,000,000 Shares registered in this Offering may be adversely affected.***

We entered into a Consulting Agreement with S-1 Services, LLC on June 1, 2016, to which 3,000,000 shares of the Company’s Common Stock were issued to S-1 Services, for services rendered relative to this Registration Statement. S-1 Services Shares may sell before the Company’s shares and could adversely affect the ability of the Company to sell all or a portion of the Shares registered in this Offering.

***Our proposed products and product offerings could fail to attract or retain customers or generate revenue.***

Because we are a recently organized company, we are exploring the development and roll out of our marketing strategy. In addition, our potential customers may not respond favorably to our products once launched. If products we introduce fail to engage customers and initiate a change in behavior to use our device instead of other cold/heat applications, we may fail to acquire or retain enough customers to justify our investment, and our business may be materially and adversely affected.

***Our business is highly competitive. Competition presents an ongoing threat to the success of our business.***

Our direct competitors are the manufacturers of Ice packs, Heat packs, and Gel packs. Our Company will compete for the sales of ice packs, heat packs and gel packs with many companies that have had a longer history of sales and greater name recognition to potential customers. We expect to compete with these other companies on the basis of providing a simple solution that will reduce the burden of the tasks of applying hot and cold, for specific time periods and allow people to remain mobile rather than pausing life activities in order to obtain repetitive therapy. Our principal competitors include Thermacare, Ace, Curad, Sunbeam, Thermipaq all of which offer online products and have distribution through medical companies similar to our proposed product offering.

We anticipate that most, if not all, of our competitors will have greater business name and access to greater amounts of capital and established relationships with a larger base of current and potential customers. Because of their size and bargaining power, our competitors may be able to maintain their customers due to loyalty and comfort vs. change their behavior and be motivated to purchase a different product, at a higher price point.

***We cannot assure you that we will be able to manage the growth of our Company effectively.***

We plan to experience growth in demand for our products once we are able to successfully produce and subsequently market our products via health care services companies who specialize in distribution of pharmaceuticals and medical products, in pharmacies, with pharmaceutical representatives and in sporting goods stores. Once our product has been manufactured we will need a warehouse to store, and operate as a fulfillment center and product fulfillment, employees and an accountant. We expect our growth to continue for the foreseeable future. The growth and expansion of our business and product offerings could place significant demands on our management and our operational and financial resources. We will need to manage multiple relations with various health care services companies, the manufacturer, and employees. To effectively manage our growth, we will need to continually implement operational plans and strategies, improve and expand our infrastructure, and train and manage our employee base.

***Government regulation of the medical device, and unfavorable changes or failure by us to comply with these regulations could substantially harm our business and results of operations.***

The FDA regulates medical class companies and medical devices. We will have to do GMP requirements and pay FDA registration fee once production starts. If we fail to comply with these the FDA regulations, we risk losing business.

***Failure to comply with federal and state privacy laws and regulations, or the expansion of current or the enactment of new privacy laws or regulations, could adversely affect our business.***

A variety of federal and state laws and regulations govern the collection, use, retention, sharing and security of consumer data. The existing privacy-related laws and regulations are evolving and subject to potentially differing interpretations. In addition, various federal and state legislative and regulatory bodies may expand current or enact new laws regarding privacy matters. We will post privacy policies and practices concerning the collection, use and disclosure of customer information. In addition, several states have adopted legislation that requires businesses to implement and maintain reasonable security procedures and practices to protect sensitive personal information and to provide notice to consumers in the event of a security breach. Any failure, or perceived failure, by us to comply with our posted privacy policies or with any data-related consent orders, Federal Trade Commission requirements or orders or other federal or state privacy or consumer protection-related laws, regulations or industry self-regulatory principles could result in claims, proceedings or actions against us by governmental entities or others or other liabilities, which could adversely affect our business. In addition, a failure or perceived failure to comply with industry standards or with our own privacy policies and practices could result in a loss of customers or merchants and adversely affect our business.

***We will be subject to payments-related risks.***

We plan to accept payments via wire from the resellers of our product. We will pay bank and other fees, which may increase over time and raise our operating costs and lower profitability. We will rely on the bank system to timely deliver the wire credit to our account, and it could disrupt our business if these bank's systems fail or are delayed.

## **RISKS RELATING TO THE COMMON STOCK**

***The Company's stock price may be volatile .***

The market price of the Company's Common Stock is likely to be highly volatile and could fluctuate widely in price in response to various potential factors, many of which will be beyond the Company's control, including the following:

- products by the Company or its competitors;
- additions or departures of key personnel;
- the Company's ability to execute its business plan;
- operating results that fall below expectations;
- industry developments;
- economic and other external factors; and
- period-to-period fluctuations in the Company's financial results.

In addition, the securities markets have from time to time experienced significant price and volume fluctuations that are unrelated to the operating performance of particular companies. These market fluctuations may also materially and adversely affect the market price of the Company's Common Stock.

*As a public company, we will incur substantial expenses.*

Upon declared effectiveness of this Registration Statement by the SEC, we will become subject to the information and reporting requirements of the U.S. securities laws. The U.S. securities laws require, among other things, review, audit, and public reporting of our financial results, business activities, and other matters. Recent SEC regulation, including regulation enacted as a result of the Sarbanes-Oxley Act of 2002, has also substantially increased the accounting, legal, and other costs related to becoming and remaining an SEC reporting company. If we do not have current information about our Company available to market makers, they will not be able to trade our stock. The public company costs of preparing and filing annual and quarterly reports, and other information with the SEC and furnishing audited reports to stockholders, will cause our expenses to be higher than they would be if we were privately-held. In addition, we are incurring substantial expenses in connection with the preparation of this Registration Statement. These increased costs may be material and may include the hiring of additional employees and/or the retention of additional advisors and professionals. Our failure to comply with the federal securities laws could result in private or governmental legal action against us and/or our sole officer and directors, which could have a detrimental effect on our business and finances, the value of our stock, and the ability of stockholders to resell their stock.

*FINRA sales practice requirements may limit a stockholder's ability to buy and sell our stock.*

The Financial Industry Regulatory Authority ("FINRA") has adopted rules that relate to the application of the SEC's penny stock rules in trading our securities and require that a broker/dealer have reasonable grounds for believing that the investment is suitable for that customer, prior to recommending the investment. Prior to recommending speculative, low priced securities to their non-institutional customers, broker/dealers must make reasonable efforts to obtain information about the customer's financial status, tax status, investment objectives and other information. Under interpretations of these rules, FINRA believes that there is a high probability that speculative, low priced securities will not be suitable for at least some customers. The FINRA requirements make it more difficult for broker/dealers to recommend that their customers buy our Common Stock, which may have the effect of reducing the level of trading activity and liquidity of our Common Stock. Further, many brokers charge higher transactional fees for penny stock transactions. As a result, fewer broker/dealers may be willing to make a market in our Common Stock, reducing a shareholder's ability to resell shares of our Common Stock.

*We may be exposed to potential risks resulting from new requirements under section 404 of the Sarbanes-Oxley Act of 2002.*

In addition to the costs of compliance with having our shares listed on the OTC Pink, there are substantial penalties that could be imposed upon us if we fail to comply with all regulatory requirements. In particular, under Section 404 of the Sarbanes-Oxley Act of 2002, as a smaller reporting company, our management will be required to provide a report on the effectiveness of our internal controls over financial reporting, beginning with our second annual report, and we will not be required to provide an auditor's attestation regarding such report. We have not assessed the effectiveness of our disclosure controls and procedures or our internal controls over financial reporting, and we expect to incur additional expenses and diversion of management's time as a result of performing the system and process evaluation, testing and remediation required in order to comply with the management certification requirements. Additionally, investors should be aware of the risk that management may assess and render the Company's internal controls ineffective, which could have a material adverse effect on the Company's financial condition or results of operations.

*If a market for our Common Stock does not develop, shareholders may be unable to sell their shares.*

A market for our Common Stock may never develop. We intend to contact an authorized OTC market-maker for sponsorship of our securities on the OTC. However, there is no guarantee that our shares will be traded, or, if traded, a public market may not materialize. If our Common Stock is not traded on the OTC Pink or if a public market for our Common Stock does not develop, investors may not be able to re-sell the shares of our Common Stock that they have purchased and may lose all of their investment.

*The Company's Common Stock is currently deemed to be "penny stock", which makes it more difficult for investors to sell their shares .*

The Company's Common Stock is currently subject to the "penny stock" rules adopted under section 15(g) of the Exchange Act. The penny stock rules apply to companies whose common stock is not listed on the NASDAQ Stock Market or other national securities exchange and trades at less than \$5.00 per share or that have tangible net worth of less than \$5,000,000. These rules require, among other things, that brokers who trade penny stock to persons other than "established customers" complete certain documentation, make suitability inquiries of investors and provide investors with certain information concerning trading in the security, including a risk disclosure document and quote information under certain circumstances. Many brokers have decided not to trade penny stocks because of the requirements of the penny stock rules and, as a result, the number of broker-dealers willing to act as market makers in such securities is limited. If the Company remains subject to the penny stock rules for any significant period, it could have an adverse effect on the market, if any, for the Company's securities. If the Company's securities are subject to the penny stock rules, investors will find it more difficult to dispose of the Company's securities.

*The elimination of monetary liability against the Company's existing and future directors, officers and employees under Nevada law and the existence of indemnification rights to the Company's existing and future directors, officers and employees may result in substantial expenditures by the Company and may discourage lawsuits against the Company's directors, officers and employees .*

The Company's Articles of Incorporation contain specific provisions that eliminate the liability of directors for monetary damages to the Company and the Company's stockholders; further, the Company is prepared to give such indemnification to its existing and future directors and officers to the extent provided by Nevada law. The Company may also have contractual indemnification obligations under any employment agreements it may have with its officers and directors. The foregoing indemnification obligations could result in the Company incurring substantial expenditures to cover the cost of settlement or damage awards against directors and officers, which the Company may be unable to recoup. These provisions and resultant costs may also discourage the Company from bringing a lawsuit against existing and future directors and officers for breaches of their fiduciary duties and may similarly discourage the filing of derivative litigation by the Company's stockholders against the Company's existing and future directors and officers even though such actions, if successful, might otherwise benefit the Company and its stockholders.

## DETERMINATION OF OFFERING PRICE

As a result of there being no established public market for our shares, the offering price and other terms and conditions relative to our shares have been arbitrarily determined by the Company and do not bear any relationship to assets, earnings, book value, or any other objective criteria of value. In addition, no investment banker, appraiser, or other independent third party has been consulted concerning the offering price for the shares or the fairness of the offering price used for the shares.

### USE OF PROCEEDS

This Offering is being made without the involvement of underwriters or broker-dealers. This means we will receive \$600,000 if all of the shares of Common Stock offered hereunder are purchased. However, we cannot guarantee that we will sell any or all of the shares being offered by us. The table below estimates our use of proceeds, given the varying levels of success of the Offering.

Shares Offered (% Sold)	Gross Offering Proceeds	Approximate Offering Expenses (1)	Total Net Offering Proceeds (1)	Principal Uses of Net Proceeds	
7,500,000 shares (25%)	\$150,000	Offering costs including drafting and preparation of the Registration Statement, all associated auditor, accountant and filing fees up to period of Notice of Effectiveness. Preparation and filing of Form 15C211, application for DTC eligibility and obtaining a trading symbol on OTC Markets	\$150,000	Initial production run – 100 arm band devices	\$100,000
				Marketing efforts	\$ Nil
				Marketing Materials	\$ Nil
				Distributor costs	\$ Nil
				G&A, website maintenance, including management salary as may be required	\$ 15,000
				Admin/Professional Fees (2)	\$ 35,000
				<b>TOTAL</b>	<b>\$60,000</b>
15,000,000 shares (50%)	\$300,000	Offering costs including drafting and preparation of the Registration Statement, all associated auditor, accountant and filing fees up to period of Notice of Effectiveness. Preparation and filing of Form 15C211, application for DTC eligibility and obtaining a trading symbol on OTC Markets	\$300,000	Initial production run – 200 arm band devices	\$200,000
				Marketing efforts	\$ 10,000
				Marketing Materials	\$ 15,000
				Distributor costs	\$ 15,000
				G&A, website maintenance, including management salary as may be required	\$ 25,000
				Admin/Professional Fees (2)	\$ 35,000
				<b>TOTAL</b>	<b>\$60,000</b>
22,500,000 shares (75%)	\$450,000	Offering costs including drafting and preparation of the Registration Statement, all associated auditor, accountant and filing fees up to period of Notice of Effectiveness. Preparation and filing of Form 15C211, application for DTC eligibility and obtaining a trading symbol on OTC Markets	\$450,000	Initial production run – 200 arm band devices	\$200,000
				Marketing efforts	\$ 65,000
				Marketing Materials	\$ 25,000
				Distributor costs	\$ 50,000
				G&A, website maintenance, including management salary as may be required, addition of in house order and support staff	\$ 75,000
				Admin/Professional Fees (2)	\$ 35,000
				<b>TOTAL</b>	<b>\$60,000</b>
30,000,000 shares (100%)	\$600,000	Offering costs including drafting and preparation of the Registration Statement, all associated auditor, accountant and filing fees up to period of Notice of Effectiveness. Preparation and filing of Form 15C211, application for DTC eligibility and obtaining a trading symbol on OTC Markets	\$600,000	Initial production run – 200 arm band devices	\$200,000
				Secondary production	\$ 150,000
				Marketing efforts	\$ 65,000
				Marketing Materials	\$ 25,000
				Distributor costs	\$ 50,000
				G&A, website maintenance, including management salary as may be required, addition of in house order and support staff	\$ 75,000
				Admin/Professional Fees (2)	\$ 35,000
<b>TOTAL</b>	<b>\$60,000</b>	<b>TOTAL</b>	<b>\$600,000</b>		

(1) Offering expenses have a fixed value of \$60,000 under the terms of a contract entered into with S-1 Services LLC whereby S-1 Services will cover all costs and services associated with drafting and preparation of the Registration Statement, all associated auditor, accountant and filing fees up to period of Notice of Effectiveness. Preparation and filing of Form 15c2-11, application for DTC eligibility and obtaining a trading symbol on OTC Pink. The services provided have

been agreed to be paid by the issuance of 3,000,000 shares of common stock which shares shall be included in this registration statement, with a value of \$60,000. As a result there is no deduction to the net proceeds of the Offering as a result of the payment of the associated Offering Costs.

(2) Admin and professional fees include the costs of public reporting in the 12 months following notice of effectiveness estimated at \$35,000 which will include but are not limited to: legal fees, audit fees, accounting fees and SEC filing fees.

If 100% of the offered shares are sold, we will receive the maximum proceeds of \$600,000. We intend to allocate an initial \$200,000 to the first production run of the arm band devices which amount includes onetime startup costs at the manufacturer and the production of approximately 200 arm band devices. To assist our marketing push we expect to allocate a further \$150,000 to secondary arm band production costs. Further we will have suitable funds on hand to allocate to a medical professional to enhance the distribution of our product line to health care services companies who specialize in distribution of pharmaceuticals and medical products, pharmacies, pharmaceutical representatives and sporting goods stores, totaling approximately \$50,000. We will allocate \$90,000 to marketing materials and marketing efforts which may include instore displays and product promotions. Additionally, \$75,000 from proceeds will be used for general overhead including payments to our President, general office and website costs as well as the retention of an employee to address order support and warehousing and a part time accounting staff. Further, we will use \$35,000 of our net proceeds for administrative and professional fees in order to meet our public reporting obligations.

If 75% of the offered shares are sold, we will receive the maximum proceeds of \$450,000. We intend to allocate an initial \$200,000 to the first production run of the arm band devices which amount includes onetime startup costs at the manufacturer and the production of approximately 200 arm band devices. Further we will have suitable funds on hand to allocate to a medical professional to enhance the distribution of our product line to health care services companies who specialize in distribution of pharmaceuticals and medical products, pharmacies, pharmaceutical representatives and sporting goods stores, totaling approximately \$50,000. We will allocate \$90,000 to marketing materials and marketing efforts which may include instore displays and product promotions. Additionally, \$75,000 from proceeds will be used for general overhead including payments to our President, general office and website costs as well as the retention of an employee to address order support and warehousing and a part time accounting staff. Further, we will use \$35,000 of our net proceeds for administrative and professional fees in order to meet our public reporting obligations.

If 50% of the offered shares are sold, we will receive the maximum proceeds of \$300,000. We intend to allocate an initial \$200,000 to the first production run of the arm band devices which amount includes onetime startup costs at the manufacturer and the production of approximately 200 arm band devices. Further we will have limited funds to allocate to a medical professional to enhance the distribution of our product line to health care services companies who specialize in distribution of pharmaceuticals and medical products, pharmacies, pharmaceutical representatives and sporting goods stores, totaling approximately \$15,000. We will allocate \$25,000 to marketing materials and marketing efforts. Additionally, \$25,000 from proceeds will be used for general overhead including payments to our President, general office and website costs. Further, we will use \$35,000 of our net proceeds for administrative and professional fees in order to meet our public reporting obligations.

If 25% of the offered shares are sold we will receive the maximum proceeds of \$150,000. We intend to allocate an initial \$100,000 to the first production run of the arm band devices which amount includes onetime startup costs at the manufacturer and the production of approximately 100 arm band devices. Further we will not have funds to allocate to a medical professional to enhance the distribution of our product line to health care services companies who specialize in distribution of pharmaceuticals and medical products, pharmacies, pharmaceutical representatives and sporting goods stores, nor will we have a budget to allocate to marketing materials and marketing efforts. Our President will be relied upon to promote our initial product distribution. We have allocated a total of \$15,000 from proceeds for general overhead including payments to our President, general office and website costs. Further, we will use \$35,000 of our net proceeds for administrative and professional fees in order to meet our public reporting obligations.

During the next twelve months, funds from this Offering may be used to pay Mr. Mandel for his services to the Company, should the Company determine there are sufficient funds. If there are not sufficient funds, Mr. Mandel will defer payments and allow his salary to accrue. Further Mr. Mandel has been compensated for his services by the issuance of 30,000,000 shares of the Company's common stock valued at \$30,000. There can be no assurance that the Company will raise any funds through this Offering and if a limited amount of funds are raised, the Company will use such funds according to its best judgment in accordance with the "Use of Proceeds" chart. This discretion is not unlimited and any such change in the use of proceeds as discussed above would be restricted to a proportionate reduction in funds allocated to each specific item listed, and would not differ materially from the "Use of Proceeds" chart above. To the extent our offering proceeds do not cover any professional fees incurred by the Company, we anticipate paying for any such expenses out of any additional funding or revenues we receive.

If we require additional funding, we will seek such funds from friends, family, and business acquaintances in order to continue our operations. As with any form of financing, there are uncertainties concerning the availability of such funds on terms acceptable to us, as we have not received any firm commitments or indications of interest from our friends, family members, or business acquaintances regarding potential investments in our Company.

#### **PLAN OF DISTRIBUTION; TERMS OF THE OFFERING**

As of the date of this prospectus, the Company has 63,000,000 shares of Common Stock issued and outstanding. The Company is registering an additional 30,000,000 shares of its Common Stock for sale at the price of \$0.02 per share. There is no arrangement to address the possible effect of the Offering on the price of the stock.



In connection with the Company's selling efforts in the Offering, neither William Mandel, nor Dr. Austin will register as a broker-dealer pursuant to Section 15 of the Exchange Act, but rather will rely upon the "safe harbor" provisions of SEC Rule 3a4-1, promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Generally speaking, Rule 3a4-1 provides an exemption from the broker-dealer registration requirements of the Exchange Act for persons associated with an issuer that participate in an Offering of the issuer's securities. Mr. Mandel is not subject to any statutory disqualification, as that term is defined in Section 3(a)(39) of the Exchange Act. Mr. Mandel will not be compensated in connection with his participation in the Offering by the payment of commissions or other remuneration based either directly or indirectly on transactions in our securities. Mr. Mandel is not, nor has he been within the past 12 months, a broker or dealer, and he is not, nor has he been within the past 12 months, an associated person of a broker or dealer. At the end of the Offering, Mr. Mandel will continue to primarily perform substantial duties for the Company or on its behalf otherwise than in connection with transactions in securities. Mr. Mandel has not participated in another offering of securities pursuant to the Exchange Act Rule 3a4-1 in the past 12 months. Additionally, he has not and will not participate in selling an offering of securities for any issuer more than once every 12 months other than in reliance on the Exchange Act Rule 3a4-1(a)(4)(i) or (iii).

In order to comply with the applicable securities laws of certain states, the securities will be offered or sold in those states only if they have been registered or qualified for sale; an exemption from such registration or if qualification requirement is available and with which the Company has complied. In addition, and without limiting the foregoing, the Company will be subject to applicable provisions, rules and regulations under the Exchange Act with regard to security transactions during the period of time when this Registration Statement is effective.

### ***Penny Stock Regulation***

Our Common Shares are not quoted on any stock exchange or quotation system. The SEC has adopted rules that regulate broker-dealer practices in connection with transactions in penny stocks. Penny stocks are generally equity securities with a price of less than \$5.00 (other than securities registered on certain national securities exchanges or quoted on the NASDAQ system, provided that current price and volume information with respect to transactions in such securities is provided by the exchange system).

The penny stock rules require a broker-dealer, prior to a transaction in a penny stock not otherwise exempt from those rules, to deliver a standardized risk disclosure document prepared by the SEC, that:

- contains a description of the nature and level of risk in the market for penny stocks in both public offerings and secondary trading;
- contains a description of the broker's or dealer's duties to the customer and of the rights and remedies available to the customer with respect to a violation of such duties;
- contains a brief, clear, narrative description of a dealer market, including "bid" and "ask" prices for penny stocks and the significance of the spread between the bid and ask price;
- contains a toll-free telephone number for inquiries on disciplinary actions;
- defines significant terms in the disclosure document or in the conduct of trading penny stocks; and,
- contains such other information and is in such form (including language, type, size, and format) as the SEC shall require by rule or regulation.

The broker-dealer also must provide the customer with the following, prior to proceeding with any transaction in a penny stock:

- bid and offer quotations for the penny stock;
- details of the compensation of the broker-dealer and its salesperson in the transaction;
- the number of shares to which such bid and ask prices apply, or other comparable information relating to the depth and liquidity of the market for such stock; and,
- monthly account statements showing the market value of each penny stock held in the customer's account.

In addition, the penny stock rules require that prior to a transaction in a penny stock not otherwise exempt from those rules, the broker-dealer must make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's written acknowledgment of the receipt of a risk disclosure statement and a signed and dated copy of a written suitability statement. These disclosure requirements will have the effect of reducing the trading activity in the secondary market for our stock because it will be subject to these penny stock rules. Therefore, stockholders may have difficulty selling those securities.

### ***Offering Period and Expiration Date***

This Offering will start on the date this Registration Statement is declared effective by the SEC and continue for a period of 180 days. We may extend the offering period for an additional 90 days, unless the Offering is completed or otherwise terminated by us.

### ***Procedures for Subscribing***

Once the Registration Statement is declared effective by the SEC, if you decide to subscribe for any shares in this Offering, you must:

1. receive, review, execute and deliver a Subscription Agreement; and
2. deliver a check or certified funds to us for acceptance or rejection.

Any potential investor will have ample time to review the Subscription Agreement, along with their counsel, prior to making any final investment decision. The Company shall only deliver such Subscription Documents upon request after a potential investor has had ample opportunity to review this prospectus. Further, we will not accept any money until this Registration Statement is declared effective by the SEC.

### ***Right to Reject Subscriptions***

We have the right to accept or reject subscriptions in whole or in part, for any reason or for no reason. All monies from rejected subscriptions will be returned immediately by us to the customer, without interest or deductions.

### ***Acceptance of Subscriptions***

Upon the Company's acceptance of a Subscription Agreement and receipt of full payment, the Company shall countersign the Subscription Agreement and issue a stock certificate along with a copy of the Subscription Agreement.

Once you submit the Subscription Agreement and it is accepted, you may not revoke or change your subscription or request a refund of monies paid. All accepted Subscription Agreements are irrevocable, even if you subsequently learn information about the Company that you consider to be materially unfavorable.

## **DILUTION**

We intend to sell 30,000,000 shares of our Common Stock at a price of \$0.02 per share. The following table sets forth the number of shares of Common Stock purchased from us, the total consideration paid and the price per share. The table assumes all 30,000,000 shares of Common Stock will be sold.

	Shares Issued		Total Consideration		Price Per Share
	Number of Shares	Percent	Amount	Percent	
Existing Shareholders (1)	60,000,000	64.5%	\$60,000	8.3%	\$0.001
Selling Shareholder (2)	3,000,000	3.2%	\$60,000	8.33%	\$0.02
Purchasers of Shares	30,000,000	32.3%	\$600,000	83.34%	\$0.02
<b>Total</b>	<b>93,000,000</b>	<b>100%</b>	<b>\$720,000</b>	<b>100%</b>	

(1) Subsequent to the organization of the Company, the Company issued 30,000,000 shares of its Common Stock, at \$0.001 per share for a total of \$30,000 to Mr. William Mandel, our sole officer, and a director, as consideration for services rendered in the form of a signing bonus. Additionally, the Company issued 30,000,000 shares of its Common Stock to Dr. Austin our Chairman of the Board as consideration for services rendered as Chairman.

(2) The Company has issued 3,000,000 shares of its Common Stock to S-1 Services relative to Offering costs and other consulting services to be provided to the Company at a value of \$0.02 per share, or for a total of \$60,000.

The following table sets forth the difference between the offering price of the shares of our Common Stock being offered by us, the net tangible book value per share, and the net tangible book value per share after giving effect to the Offering by us, assuming that 100%, 75%, 50% and 25% of the offered shares are sold. Net tangible book value per share represents the amount of total tangible assets less total liabilities divided by the number of shares outstanding as of June 30, 2016. Totals may vary due to rounding.

	<b>25% of offered shares are sold</b>	<b>50% of offered shares are sold</b>	<b>75% of offered shares are sold</b>	<b>100% of offered shares are sold</b>
Offering Price	\$0.02 per share	\$0.02 per share	\$0.02 per share	\$0.02 per share
Net tangible book value at June 30, 2016	\$0.00090 per share	\$0.00090per share	\$0.00090per share	\$0.00090per share
Net tangible book value after giving effect to the Offering	\$0.00293 per share	\$0.00457 per share	\$0.00614 per share	\$0.00706 per share
Increase in net tangible book value per share attributable to cash payments made by new investors	\$0.00203 per share	\$0.00367 per share	\$0.00524 per share	\$0.00616 per share
Per Share Dilution to New Investors	\$0.01707 per share	\$0.01543 per share	\$0.01385 per share	\$0.01294 per share

If 100% of the offered shares are sold we will receive the maximum proceeds of \$600,000. Offering expenses have been settled by the issuance of 3,000,000 shares at a value of \$0.02 per share for a total of \$60,000 and do not reduce the proceeds from the offering as a result. If 75% of the offered shares are sold we receive \$450,000 in gross proceeds to the Company. If 50% of the offered shares are sold we will receive a total of \$300,000 in gross proceeds to the Company. If 25% of the offered shares are sold we will receive a total of \$150,000 in gross proceeds to the Company.

#### **DESCRIPTION OF PROPERTY**

We currently are using a portion of our Chief Executive Officer's home as our corporate headquarters, this space is located at Kelvin Medical, Inc. 10930 Sky ranch Place, Nevada City, CA 95959. We currently do not own any real property.

#### **DESCRIPTION OF SECURITIES**

##### ***Common Stock***

Our authorized capital stock consists of 100,000,000 shares of Common Stock; \$0.001 par value per share. There are no provisions in our charter or Bylaws that would delay, defer or prevent a change in our control. However, there exists such provisions in our charter that may make changes of control more difficult. Such provisions include the ability of our Board of Directors to issue a series of preferred stock and the limited ability of stockholders to call a special meeting. Special meetings of the shareholders may be called at any time by the Chairman of the Board, the President, or the Secretary, by resolution of the Board of Directors, or at the request in writing of one or more stockholders owning shares in the aggregate entitled to cast at least a majority of the votes at the meeting, with such written request to state the purpose or purposes of the meeting and to be delivered to the Chairman of the Board, the President, or the Secretary. In case of failure to call such meeting within 60 days after such request, such shareholder or shareholders may call the same. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

The holders of our Common Stock have equal ratable rights to dividends from funds legally available if and when declared by our Board of Directors and are entitled to share ratably in all of our assets available for distribution to holders of Common Stock upon liquidation, dissolution or winding up of our affairs. Our Common Stock does not provide the right to pre-emptive, subscription or conversion rights and there are no redemption or sinking fund provisions or rights. Our Common Stock holders are entitled to one non-cumulative vote per share on all matters on which shareholders may vote. Holders of shares of our Common Stock do not have cumulative voting rights, which means that the holders voting for the election of directors, may cast such votes equal to the total number of shares owned by each shareholder for each of the duly nominated directors, if they so choose.

### ***Preferred Stock***

The Company has not authorized or issued any Preferred Stock at this time.

### ***Dividends***

It is our present intention not to pay any cash dividends in the foreseeable future, but rather to reinvest earnings, if any, in our business operations.

### ***Warrants and Options***

There are no outstanding warrants or options to purchase our securities.

### ***Transfer Agent and Registrar***

We have not yet engaged a transfer agent.

## **INFORMATION WITH RESPECT TO REGISTRANT**

THE FOLLOWING DISCUSSION AND ANALYSIS SHOULD BE READ TOGETHER WITH THE FINANCIAL STATEMENTS OF KELVIN MEDICAL, INC. AND THE NOTES TO FINANCIAL STATEMENTS INCLUDED IN THIS REGISTRATION STATEMENT. THIS DISCUSSION SUMMARIZES THE SIGNIFICANT FACTORS AFFECTING OUR OPERATING RESULTS, FINANCIAL CONDITION AND LIQUIDITY AND CASH-FLOW SINCE INCEPTION.

## **DESCRIPTION OF BUSINESS**

### ***Company Overview***

Kelvin Medical, Inc. ("THE COMPANY" or the "Company") was incorporated in the State of Nevada on May 5, 2016. We are a Medical Device technology development company that engages in the development, eventual production and sale of a hot cold treatment device. In 2016 we launched our website [www.kelvinmedical.com](http://www.kelvinmedical.com). William Mandel, who is currently our sole officer, and a director, has been with our Company since May 5, 2016, and manages our operations. Dr. Austin serves as our Chairman of the Board of Directors. Our headquarters are located at Kelvin Medical, LLC 10930 Sky ranch Place Nevada City, CA 95959.

On May 10, 2016 we entered into a patent license agreement with Oasis Medical Solutions, a sole proprietorship organized in the State of California controlled by our Board of Directors, (“Licensor”) under which the Licensor desires to grant and the Company desires to accept an exclusive license of the Patent for the building of, and use of, machines incorporating the Patent’s technology under the certain terms and conditions. Licensor is the holder, via assignment from the inventor, William R. Mandel of the U.S. Patent Number: PCT/US11/39860 on “APPARATUS FOR THERAPEUTIC COOLING AND WARMING OF A BODY PORTION OF A HUMAN OR MAMMAL” (the “Patent,” “Medical Device”) that, among other things, warms and cools portions of the human or mammal body”.

We plan to produce and resell our products to health care services companies who specialize in distribution of pharmaceuticals and medical products, pharmacies, pharmaceutical representatives and sporting goods stores. The Company plans to produce our production prototype for the Therm-N-Ice arm band either in the USA or Asia as our initial product launch. The Company does not maintain any inventory currently. Our CEO has spent 5 years and his own funds and time to develop our working arm band prototype. He has secured a Chinese Patent and applied to receive a US Patent.

We hope to realize our full plan of operations by raising money through the sale of our securities, as contemplated within this Offering. We believe that if we are able to raise the full amount of funds contemplated herein, we would be able to launch our Company properly by producing our initial quantity of devices and reselling them through our proposed channels. Because of the location of our CEO, initially we plan to market only within the Sacramento County and Bay Area. We will design a full marketing strategy to promote our product for resale in health care services companies who specialize in distribution of pharmaceuticals and medical products, Pharmacies, Pharmaceutical representations and sporting goods stores, and through endorsements of athletes.

### ***Opportunity***

Critical care statistics show there are 420,870 cases of sprains, strains, or tears were the leading injury or illness in private industry and state and local government in 2014. “Type of injury or illness and body parts affected by nonfatal injuries and illnesses in 2014.” (BLS.gov., 02 Dec 2015 Published. Web. 28 April 2016 Accessed.)

In the U.S., about 30 million children and teens participate in some form of organized sports, and more than 3.5 million injuries occur each year, which cause some loss of time of participation, are experienced by the participants. Almost one-third of all injuries incurred in childhood are sports-related injuries. The most common injuries are sprains and strains. More than 775,000 children, ages 14 and younger, are treated in hospital emergency rooms for sports-related injuries each year. Most of the injuries occurred as a result of falls, being struck by an object, collisions, and overexertion during unorganized or informal sports activities. (“Sports Injury Statistics” Stanford Childrens.org. Stanford Children’s Health, 2016 Published. Web. 28 April 2016 Accessed.)

Professional athletes were among five occupations that had more than 1,000 injuries per 10,000 workers. Athletes and sports competitors suffer more than 2,000 injuries per 10,000 workers, according to the Bureau of Labor Statistics. (Fizgerald, Tim “Professional Athletes” Consumer Healthday.com. 20 Jan. 2016 Published. Web. 28 April 2016 Accessed.)

With the number of minor sprains, strains and contusions that occur, both in sports related and routine daily living and work activities, many require some form of intervention. A portion of these injuries can use a cold pack or heat therapy as a treatment option.

### ***Industry Overview***

The use of Hot and Cold Therapy, sometimes referred to as Contrast Therapy, can be placed in three different categories: Critical Care, Long-Term Acute Care, and Chronic Care.

Critical Care refers to the treatment of a trauma at the onset of an injury. The recommendation is to use the R.I.C.E. method at this time. R.I.C.E. stands for Rest, Ice, Compression and Elevation. Using these four immediate first aid measures can relieve pain, limit swelling, and protect the injured tissues, all of which can help speed healing.

Long-Term Acute Care refers to the time frame between the 72-hour period to full recovery. Two types of intervention are typically suggested for this period of time, either warmth only or alternating warm and cold therapy.

Chronic conditions, like bursitis and tendonitis, can receive the recommendation of alternating warm and cold treatment. Hot and cold treatment options are used in medical and non-medical locations, by Doctors, Physical Therapists, and Chiropractors, as well as people in their homes administering self-care.

The industry's leaders include Thermacare, Ace, Kaz Softheat, Bed Buddy, Thera Med, Cryo Max, Kaz Smart Heat, Well Patch, and Thermipaq. On Statistic.com the annual sales of the leading Over the counter pain relief products in the United States in July 2014 in million U.S. dollars showed Thermacare, one of the industry's leaders, had \$58.6 million in U.S. sales in 2014 of its hot cold packs. Thermacare in 2008 showed sales of \$51.6 million, showing a gain of \$7 million in sales in the last 6 years. Although the industry's leaders as a whole do not have an up to date statistic less than two years old, Statistica.com did report in 2007/2008 combined sales of these 9 industry leaders, mentioned in this paragraph, to be \$146.7 million.

### ***Current Operations***

Since inception, our operations have primarily consisted of the organization of our business and the development of our business plan. Our business plan includes a three-phase plan that details the steps we intend to take to produce, launch and market our product. Currently we are still in Phase 1 of our plan which includes following:

- formation of our Company;
- completion of our business plan;
- development of website
- the acquisition of funding

All aspects of Phase 1 have been completed, with the exception of acquiring funding. Operations and expenditures have included the incorporation of Kelvin Medical, Inc. under the laws of the State of Nevada, and the formation of an extensive business plan in which we have mapped out all of the initial products that we will eventually plan to offer to our clients, as well as the development of the website. Phase 1 will culminate with the completion of this Offering, which will hopefully enable us to raise capital through the sale of our securities and see us through Phases 2 and 3. Phase 2 involves producing our first generation of devices, and finding distribution from pharmacies, sporting goods stores and health care services companies who specialize in distribution of pharmaceuticals and medical products. Phase 3 we intend to produce a larger production of our initial arm band device, rent a warehouse for order fulfillment, hire an employee to fulfill orders and hire office support staff. We do not intend on entering Phase 2 or 3 until the Company raises additional funding either through completion of this Offering or through third parties if the Company does not receive sufficient proceeds from this Offering. Further descriptions of Phases 2 and 3 of our business plan are included in the "Plan of Operations" section of this prospectus.

### ***Products***

#### *Arm Band Therm-N-Ice*



**THERM - N - ICE**

Our initial product we will offer for sale will be the Therm-N-Ice arm band. We currently have a working prototype of this device. It has no moving parts, a rechargeable battery, and it is a mobile unit. The device will have 6 buttons. Red and blue lighting provides visual cues.

### 3 Concentrated therapy options:

- continuous cold
- continuous hot
- continuous contrast between the hot and cold

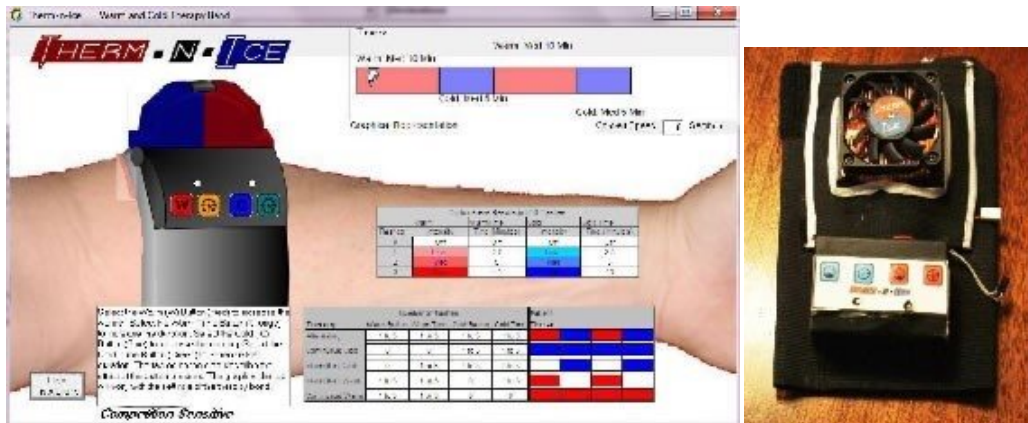
The measurements of the arm band are H = 50 mm, W = 82 mm and D = 140 mm. The weight of the arm band is approximately .5 kg.

The setting of the arm band can be personalized for cooling time, cooling intensity, heating time, heating intensity. It will have proprietary software that operates the unit. Once the production and launch of the first generation of the arm band device is started we plan to make 2 subsequent versions of the arm band. One consumer version, and one professional version.

Ice is for injuries — calming down damaged superficial tissues that are inflamed, red, hot and swollen. Icing is a mild, drug free way of dulling the pain of inflammation. Examples of when to use the ice feature: a freshly pulled muscle or a new case of IT band syndrome, sprain or strain.

Heat is for muscles, chronic pain, stress, soothing the nervous system, taking the edge off the pain of whole muscle spasms and trigger points. Examples of when to use heat: chronic back or neck pain.

### Our Product Prototype



### Therm-N-Ice Arm Band

Consumer version product details: (initially this will be our only product)

- 3 -hour battery life
- 4 button interface
- Estimated Cost of goods-\$35
- Estimated Retail Price \$120
- Weight is less than a pound.

## Therm-N-Ice Arm Band

### Professional product details:

- 3 to 6 hour battery life
- dial in temperature
- dial in time
- download therapy history
- dual therapy sites on the body
- Estimated Cost of goods-\$55
- Estimated Retail Price \$225

We have launched our website with our initial product, the Therm-N-Ice arm band.

### *Proposed Advertising*

In the first 3 phases, we do not intend initially to directly advertise to customers or conduct direct to customer sales.

### *Marketing*

In the beginning we plan to market our product through the established marketing channels of pharmacies, sporting goods stores, and health care services companies who specialize in distribution of pharmaceuticals and medical products. We plan to contract with one doctor who has connections to health care services companies and pharmaceutical companies to introduce our product and create our initial sales. Our CEO has experience in the medical device field, and believes that direct marketing of our product to consumers would not have the potential for sales that it would have being sold through established service companies.

### *The Website*

Therm-N-Ice Arm Band

### *Product Page*

Each product page will contain name of product, product number, and detailed description. Our current site lists our arm band, which will be the only product we start sales with.





Therm-N-Ice Arm Band on our site:

### Product Page Description

Therm-N-Ice keeps you on the go. When you have a cut or a bruise, doctors and nurses recommend a therapy that is difficult to self-administer. They tell you to use on and off cold for the first 48 hours to 72 hours then switch to alternating hot then cold at 15 to 20 minutes intervals (called Contrast Therapy). Anyone who has tried to comply with this treatment knows that this is not an easy task. Between microwaves and freezers, it is a large time consuming task that keeps you immobilized and disengaged from life.



**THERM - N - ICE**

Therm-N-Ice is a product with no chemicals applied to the skin that provides consistent pre-set hot and cold temperatures, monitors any possibility of burns or frostbite, and keeps you on the go.

Therm-N-Ice is a device that straps to your arm, leg, or almost any body area and delivers continuous hot, continuous cold, or Contrast Therapy at the touch of a button. It has been verified to deliver therapy from 3 to 5 hours straight. The best part is that it is rechargeable! Therm-N-Ice comes with an additional strap for tendon immobilization, which can also benefit certain conditions.

Now you can carry relief with you wherever you go and feel confident that you are getting the therapy you need, when you need it. This technology has only just become viable due to recent advancement in battery technology and passive ways of creating hot and cold. Doctors and healthcare professionals were active in the development of this device in an effort to ensure that Therm-N-Ice fully meets people's needs.



## *Plan of Operations*

Upon the completion of this Offering, and assuming we are able to successfully raise funding from the sale of our securities, we will begin Phase 2 and 3 of our business plan. In order to initiate Phase 2 of our operation, we will need to raise enough money to pay to produce the first generation of the Therm-N-Ice arm band. Our goal would be to initially produce 200 devices for resale. In order to initiate Phase 3 of our operations, we will have to raise enough money to warehouse and pay for a second generation production for the arm band device. We would need to have raised enough money to pay for an employee to perform order fulfillment and hire office support staff.

We have launched the initial website and will plan to add products as we grow. Assuming we are able to raise the maximum amount of funds from this offering, the full extent of Phase 2 of our business plan and development will include:

1. Raising capital – We will begin raising funding through the sale of our securities as set forth within this Registration Statement. This will start as soon as we receive a Notice of Effectiveness from the SEC. The expenses involved with becoming a public company are estimated at \$60,000 the costs of which have been settled by the issuance of 3,000,000 shares of common stock.
2. Prototype production- We intend to work with engineers to create the final design, have molds built, and finally produce the first generation of Therm-N-Ice arm band devices for resale to distributors.
3. Work with a graphic artist to design the packaging for the product. Produce the packaging with the arm bands.
4. Establish resellers- We intend to contact and establish distribution through pharmacies, pharmaceutical companies and health care companies that distribute medical devices.

### Phase 3 of our business plan

1. Produce a second larger production of arm band devices
2. Locating and renting warehouse space
3. Hiring warehouse staff to perform order fulfillment
4. Hire office support staff
5. Use marketing dollars to increase acquisition of customers through promotions, endorsements from athletes and sports teams.

In order to complete Phase 2 and 3 of our business plan, we will rely heavily on the management skills of our President and CEO, Mr. Mandel. The acquisition of the doctor to communicate with distributors for our initial product will be directly related to the work that our CEO does. In the months that follow our marketing plan launch, the work of a website developer will be critical as well. We hope to be in a phase of rapid growth, and our developer will be working hard to optimize our site to search engines so that our product gains customer awareness. Our President will have to work hard to keep all components of our business on track.

## *Marketing Strategy*

We would like to put our marketing strategy on a sound footing right from the start. We have begun initial market research and our CEO has decided the strategy that we will implement to launch our Company. It is our belief this strategy will provide us with growth if executed properly and we obtain the right distribution networks.

We plan to focus on contacting three distributions in the industry:

**Health Service Companies** – We believe that using health service companies that already have established customer base, website, and representatives will launch and diffuse our product into the market.

**Pharmacies and Pharmaceutical companies that represent 3<sup>rd</sup> party products** – We believe that using their established network, representatives, and store locations we will find distribution to customers all over the United States.

**Sporting Goods Stores** - We believe that sporting goods stores have established clientele that frequent their locations, are involved in sports, and could be potential buyers of our product.

**Customers and Statistics** – Due to the proximity of our CEO to Sacramento, we plan to initially market to the population in Sacramento, California which is the capital of California. The last census in 2014 assessed a population of 485,199, which makes it the 6th biggest city in California. The city is the social and monetary center of the Sacramento metropolitan zone, with a total population of the surrounding area to be 2,414,783. The metropolitan area is precisely the fourth biggest in California after the Greater Los Angeles range, the San Francisco Bay Area and the San Diego metropolitan region. Sacramento is the 27th biggest metropolitan area in the country. (December 19, 2015 – Achieve). Sacramento has 52% of the population that are homeowners (American Committee Survey updated January 2016). The number of occupied homes in Sacramento 174,624 (Suburban Stats 2016). The next closest population to which we hope to draw customers is the Bay Area. The population of the Bay area is 7,561,755 (Lisa Pickoff-White and Dan Brekke MARCH 26, 2015). Finally as we continue to expand in both northern and southern California, we hope to find distributors throughout the state, whose population on July 1, 2015 of the US Census estimated it at 39 million, making it the most populous state in the USA. The number of occupied homes in California is 12,577,498. (Suburban Stats)

### ***Growth Strategy***

We believe our target customers in the public will be people that engage in hobby sports, families with children, college students that either play sports professionally or as a hobby, athletes, people that seek relief from chronic pain, and people who find themselves with an injury that could be alleviated with ice or heat. We hope that finding distribution in Sacramento will allow us to grow our client base, allowing us to proceed to gain the attention of the next largest region close to Sacramento, the Bay Area of California. We also hope to grow our website's popularity on the internet, providing us a greater name recognition in California and the other states of the US. However, until such time as we have begun substantive operations, and have produced a greater line of product offerings, we will not be able to adequately assess what portions of our strategy for growth will be most appropriate. However, we envision our success being attributable to our ability to:

- attract new clients with the design, ease of use, and portability of our product
- to sustain lower operating costs per customer we plan to use third parties to market our product
- deploy our capital more effectively having successfully sold our first generation devices and to move to the production of a larger quantity of devices in the second generation production. Our first generation units will be more costly because they will include other related costs such as the initial engineering design expense and production grade molds. The second generation units will be less costly, because they do not include the other related costs.

### ***Competition***

Our Company will compete for the sales with many other companies in the Hot and Cold market. One competitor that holds a large market share is Therma Care. They sell individual products for hot and cold, each with limited use. The heat product is for single use and can last for 8 to 16 hours. The cold pack is reusable for 10 refreezes. In contrast, the Company's Therm-N-Ice is one product that provides both hot and cold treatments and is completely rechargeable.

Ace, Curad, and Sunbeam offer reusable gel packs that can be placed in the freezer for cold therapy and heated in the microwave for warm therapy. These companies offer gel packs that are reusable but limited in typically with a one hour time frame that hot or cold can be delivered to the skin. The hot or cold temperature can start at one extreme and slowly reach skin temperature within that hour. Another disadvantage is possible frostbite or burns from uncontrolled temperature extremes. Therm-N-Ice will not only hold the same pre-determined temperature throughout the therapeutic timeframe but has been tested to verify maintenance of its hottest temperature for 5 hours and its coldest temperature for a minimum of 3 hours. Therm-N-Ice continuously monitors the temperature eliminating the possibility of frostbite or burns.

Thermipaq is another competitor that offers a clay based pack similar to the gel packs and is used for both hot and cold temperatures. This system has similar limitations as the gel pack.

The Company has established these five companies as the major competitors to the Therm-N-Ice product however, we consider the Therm-N-Ice system to be unique because of the long lasting hot and cold treatment options available on the go with a flick of a switch.

A challenge to face is to ensure that the cost of this device is low enough to be viable in the marketplace. We hope that by obtaining the US Patent and being one of the first on the market with a device such as this, it will enable the company to penetrate the market with early adopters. Our belief is that the people who will be most eager to embrace this solution are those in the recreational sports industry because of their emphasis on mobility and ease of use. We will most likely face direct competitors who may seek to produce a similar device after the launch of this product. We have initiated patent protection to protect our intellectual property, as well as our place in the market. We have also planned for significant upgrade features that will be introduced over time and increase our advantage over competition that may occur in the future. We anticipate that most, if not all, of our competitors will initially have greater business name recognition and access to greater amounts of capital and established relationships with a larger base of current and potential customers. Because of their size and bargaining power, our competitors may be able to draw more customers by having established distribution channels and people familiar with their existent product. As a result, our operations may be significantly and negatively impacted by our larger, more established competitors. Once we commence Phase 2 of our operations, if we are not able to generate enough revenue through the sale of our device, we may be forced to cease operations.

Our ability to compete successfully will depend, in part, on our CEO finding a doctor who will be a spokesperson to the health services companies, pharmacies, and pharmaceutical companies, and our ability to anticipate and respond to various competitive factors affecting the industry. These factors include the introduction of new products, changes in consumer preferences, demographic trends, economic conditions, and pricing strategies of competitors. As a result of competition, we may be required to:

- increase overall spending to ensure we are offering the best quality products and pricing to our customers;
- continually assess and evaluate our specials and other offers to ensure that we are offering the most compelling and affordable products
- increase our advertising, promotional spending, as well as other customer acquisition costs.



## ***Employees and Consultants***

As of the date of this filing, the Company has no full time or part time employees other than our sole officer, and our director, Mr. William Mandel, and our Chairman of the Board, Dr. Austin. We currently rely on Mr. Mandel, and Dr. Austin, to manage all aspects of our business. Mr. Mandel has committed to devote 25 hours per week to our Company. We intend to add warehouse order fulfillment staff and an accountant as the Company grows. Any such additions will be made at the judgment of management and to meet the Company's then current needs.

## ***Legal Proceedings***

We know of no material, existing or pending legal proceedings against our Company, nor are we involved as a plaintiff in any material proceeding or pending litigation. There are no proceedings in which our director, officer or any affiliates, or any registered or beneficial shareholder, is an adverse party or has a material interest adverse to our interest.

## **MANAGEMENT'S DISCUSSION AND ANALYSIS**

THE FOLLOWING DISCUSSION AND ANALYSIS SHOULD BE READ TOGETHER WITH THE FINANCIAL STATEMENTS OF KELVIN MEDICAL, INC. AND THE NOTES TO FINANCIAL STATEMENTS INCLUDED ELSEWHERE IN THIS REGISTRATION STATEMENT ON FORM S-1.

## **RESULTS OF OPERATIONS**

### ***Results of Operations***

*For the period from inception (May 5, 2016) to June 30, 2016*

For the period from inception (May 5, 2016) to June 30, 2016 the Company earned no revenues. The Company was successful in obtaining its first product order prior to June 30, 2016 and has received a customer deposit in order to commence the fulfillment of the order. Presently we are reliant on funds raised under this offering in order to fulfill our first product order.

The Company recorded a net loss of \$63,457 in the period from inception (May 5, 2016) to June 30, 2016 consisting of management fees and share based compensation of \$62,000 of which \$2,000 is a monthly stipend for our sole officer and \$60,000 was the cost of issuance of a signing bonus of a cumulative 60,000,000 shares to our sole officer and the Chairman of our Board of Directors, respectively. The Company recorded general and administrative expenses of \$874, and patent license fees of \$583 for a total operating loss of \$63,457.

As at June 30, 2016 we reported a loss per share of \$(0.00) and had 63,000,000 shares issued and outstanding.

## **LIQUIDITY AND CAPITAL RESOURCES**

*For the period from inception (May 5, 2016) to June 30, 2016*

As at June 30, 2016 the Company had a cash balance of \$1,076 and total current assets of \$61,076 including \$60,000 in capitalized deferred offering costs.

As at June 30, 2016 the Company had total liabilities of \$4,533 including \$2,583 in accounts payable related party, \$1,830 in related party advances and \$120 as a customer deposit with respect to our first arm band device order.

Prior to June 30, 2016 the Company issued 60,000,000 common shares to the President and the Chairman of the Board, respectively, as a signing bonus valued at par value per share of \$0.001 or \$60,000.

Cashflows from Operating Activities

Period from inception (May 5, 2016) to June 30, 2016.

During the period from May 5, 2016 (date of inception) to June 30, 2016, the Company has generated cash of \$1,076 from operating activities.

Cashflows from Investing Activities

Period from inception (May 5, 2016) to June 30, 2016.

During the period from May 5, 2016 (date of inception) to June 30, 2016 the Company has not incurred any investing activities.

Cashflows from Financing Activities

Period from inception (May 5, 2016) to June 30, 2016.

During the period from May 5, 2016 (date of inception) to June 30, 2016 the Company has not received cash from financing activities.

At June 30 2016, we had cash on hand of \$1,076. We anticipate that our minimum expenses over the next 10 - 12 months following the effectiveness of this Offering will be approximately \$150,000, accounting for the initial implementation of our business plan, including our anticipated general administrative expenses, professional fees, and an initial order of arm band devices marketing by our existing management team. Assuming we receive no proceeds from this Offering, we will need a minimum amount of \$150,000 to meet our operating expenses for the next 12 months after the Offering. This minimum anticipated takes into account our current cash, our professional fees, including estimated costs of becoming a publicly reporting company. We estimate the costs of being a public reporting Company to be approximately \$35,000 over the next 12 months.

<b>Description</b>	<b>Time period (Post Notice of Effectiveness)</b>	<b>Estimated maximum expenses</b>
Costs of meeting public reporting requirements	10-12 months	\$35,000
General office, salaries and website maintenance	10-12 months	\$15,000
Initial product run – 100 arm band devices	10-12 months	\$100,000
<b>Total</b>		<b>\$150,000</b>

***Critical Accounting Policies***

Our financial statements and accompanying notes have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis. The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods.

We regularly evaluate the accounting policies and estimates that we use to prepare our financial statements. A complete summary of these policies is included in Note 1 of our audited financial statements. In general, management's estimates are based on historical experience, on information from third party professionals, and on various other assumptions that are believed to be reasonable under the facts and circumstances. Actual results could differ from those estimates made by management.

### ***Recently Issued Accounting Pronouncements***

In March 2016, the FASB issued ASU No. 2016-09, *Compensation — Stock Compensation: Improvements to Employee Share-Based Payment Accounting* (“ASU 2016-09”). The new guidance will change how companies account for certain aspects of share-based payments to employees. Under existing accounting guidance, tax benefits and certain tax deficiencies arising from the vesting of share-based payments are recorded in additional paid-in-capital. The new guidance will require such benefits or deficiencies to be recognized as income tax benefits or expenses in the statement of operations. Companies are required to apply the new guidance prospectively. The new standard is effective for fiscal years beginning after December 15, 2016.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*. ASU 2016-02 requires the lessee to recognize assets and liabilities for leases with lease terms of more than twelve months. For leases with a term of twelve months or less, the Company is permitted to make an accounting policy election by class of underlying asset not to recognize lease assets and lease liabilities. Further, the lease requires a finance lease to recognize both an interest expense and an amortization of the associated expense. Operating leases generally recognize the associated expense on a straight line basis. ASU 2016-02 requires the Company to adopt the standard using a modified retrospective approach and adoption beginning on January 1, 2019.

In January 2016, the FASB issued ASU 2016-01, *Financial Instruments - Overall: Recognition and Measurement of Financial Assets and Financial Liabilities*. This new standard provides guidance on how entities measure certain equity investments and present changes in the fair value. This standard requires that entities measure certain equity investments that do not result in consolidation and are not accounted for under the equity method at fair value and recognize any changes in fair value in net income. ASU 2016-01 is effective for fiscal years beginning after December 31, 2017.

In November 2015, the FASB issued ASU No. 2015-17, *Income Taxes (Topic 740): Balance Sheet Classification of Deferred Taxes.* Under this guidance, deferred tax liabilities and assets are required to be classified as noncurrent in a classified statement of financial position. Prior to this guidance, the deferred taxes for each jurisdiction (or tax-paying component of a jurisdiction) would be presented as a net current asset or liability and net non-current asset or liability. This guidance is effective for interim and annual reporting periods beginning after December 15, 2016 with earlier application permitted.

The Company has implemented all new accounting pronouncements that are in effect. These pronouncements did not have any material impact on the financial statements unless otherwise disclosed, and the Company does not believe that there are any other new accounting pronouncements that have been issued that might have a material impact on its financial position or results of operations.

### ***Off-Balance Sheet Arrangements***

We have no off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources.

### ***Changes In and Disagreements with Accountants on Accounting and Financial Disclosure***

Since inception, we have had no changes in or disagreements with our accountants. Our audited financial statements have been included in this prospectus in reliance upon Heaton & Company, PLLC, Independent Public Accounting Firm as experts in accounting and auditing.

### **DIRECTORS, EXECUTIVE OFFICERS, PROMOTERS AND CONTROL PERSONS**

The following table sets forth the names and ages of our current directors and executive officer and the principal offices and positions held by each person with us and the date such person became our director, and/or executive officer. Our Board of Directors appoints our executive officers. Our directors serve until the earlier occurrence of the election of his or her successor at the next meeting of shareholders, death, resignation or removal by the Board of Directors. Other than Mr. Mandel, the Company has no promoters, as that term is defined by Rule 405 of Regulation S-K.

<b>Name</b>	<b>Age</b>	<b>Position</b>
William Mandel	58	Director, President, CEO, CFO, Secretary and Treasurer
Margaret V. Austin	57	Chairman of the Board

### **William Mandel, MBA**

William Mandel is the CEO, President, Secretary, Treasurer and Director of Kelvin Medical, Inc. Mr. Mandel has an Electrical Engineering background; he graduated from U.C.L.A and has worked in Medical Device technology development for over 25 years. He has worn a variety of hats throughout his career. As an Engineer, he understands the inner-workings of devices and the process required to design a product and carry it through to production. As a Team Leader, William has an expanded understanding of the scope and magnitude of bringing a product to market. In the crucial role of Engineering Manager and as VP of Product Development, he sharpened his skills in managing a multitude of projects, people and budgets. William has a wide range of accumulated experience in various fields: medical instrumentation, software and hardware development, business owner and entrepreneur, and freelance consultant. These different roles have enhanced his understanding of design, development, marketing, sales, production, and distribution. Recently, William earned a Masters of Business Administration, which has further expanded his knowledge and skills. For the last six years: 2010- present he works for Eigen as director of operation regulatory affairs and quality assurance.

### **Margaret V. Austin, PhD**

**Margaret V. Austin, Ph.D.** is a clinical psychologist with a varied background, and is our Chairman of the Board. Early in her career she specialized in clinical work with children and their families. She later moved into supervising the clinical work of others which enabled her to step back from direct client work and help others learn the skills and techniques that drove the success of her own clinical work. Her ongoing interest in technology expanded when she and her husband started their first business, a practice management software system for psychologists in 1993.

Dr. Austin received her M.S. in Psychology from Tennessee State University and her PhD in Clinical Psychology from California School of Professional Psychology, Berkeley. She founded Oasis Medical Solutions in 2008 and continues operating it today. Dr. Austin has been in private practice in Nevada City, California since 2014, practicing in the field of Neurofeedback and Psychotherapy. In 2014, she became a Managing Member of Kelvin Medical, LLC, a California limited liability company, and in 2016, Dr. Austin was appointed Chairman of the Board of Directors of Kelvin Medical, Inc., a Nevada corporation.

Additionally, Dr. Austin has years of academic experience in the field of Psychology; in 1989 – 1990, Dr. Austin was an Educational Test Administrator for the Federal Correctional Institute in Pleasanton, California. From 1990 – 1993, Dr. Austin was an Adjunct Assistant Professor at the University of Denver, School of Professional Psychology. From 2002 – 2008, Dr. Austin was a part time instructor at the San Diego University for Integrative Studies, and from 2008 to the present, Dr. Austin has been a part time instructor of Research Psychology, at Sierra College, in both Rocklin and Grass Valley, California.

During an extensive illness of her mother, Dr. Austin witnessed her mother's extensive exposure to medical devices, along with the challenges and failures inherent in medical device usage, peaking her interest in the medical device industry. In 1998, Dr. Austin founded Outer Montana Systems for the purpose of maximizing technology in the medical device industry, designing and developing innovative projects relative to the medical device industry.



## EXECUTIVE COMPENSATION

### Summary Compensation Table.

The table set forth below summarizes the annual and long-term compensation for services in all capacities to us payable to our sole officer for the period from inception (May 5, 2016) to June 30, 2016. Our Board of Directors does not currently have, but may adopt, an incentive stock option plan for our executive officers that would result in additional compensation.

Name and Principal Position	Title	Year	Salary (\$)	Bonus (\$)	Stock Awards (\$)	Option Awards (\$)	Non-Equity Incentive Plan Compensation (\$)	Nonqualified Deferred Compensation Earnings (\$)	All other Compensation (\$)	Total (\$)
William Mandel ( Appointed May 5, 2016 ) <sup>(1)</sup>	CEO, President, Secretary and Treasurer	2016	2,000	-0-	-0-	-0-	-0-	-0-	30,000	32,000

Notes to Summary Compensation Table:

- <sup>(1)</sup> On May 5, 2016 Mr. William Mandel was appointed to serve as President, CEO, Secretary, Treasurer, and Director of the Company to manage the affairs of the Company for a one (1) year period (the "Term"). Under a management agreement dated May 15, 2016, Mr. Mandel receives a monthly stipend of \$1,000 and was issued 30,000,000 shares of common stock as a signing bonus valued at \$30,000. As at the date of this report no cash consideration has been paid to Mr Mandel and the \$2,000 is accrued on the Company's balance sheet.

### Outstanding Equity Awards since Inception:

Name	OPTION AWARDS				STOCK AWARDS				
	Number of Securities Underlying Unexercised Options (#) Exercisable	Number of Securities Underlying Unexercised Options (#) Unexercisable	Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Options (#)	Option Exercise Price (\$)	Option Expiration Date	Number of Shares or Units of Stock that have not Vested (#)	Market Value of Shares or Units of Stock that have not Vested (\$)	Number of Shares, Units or Rights that have not Vested (\$)	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Rights that have not Vested (\$)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
William Mandel	0	0	0	0	0	0	0	0	0

### *Long-Term Incentive Plans*

We currently have no Long-Term Incentive Plans.

### *Director Compensation*

On May 5, 2016 Dr. Margaret Austin was appointed as Chairman of the Company's Board of Directors. Subsequently Dr. Austin entered into a compensation agreement for her services to the Board whereby she received 30,000,000 shares of the Company's common stock valued at \$30,000 for services provided.

### **Director Independence**

Our board of directors is currently composed of one member, William Mandel, and our Chairman of the Board, Margaret Austin, who do not qualify as independent directors in accordance with the published listing requirements of the NASDAQ Global Market. The NASDAQ independence definition includes a series of objective tests, such as that the director is not, and has not been for at least three years, one of our employees and that neither the director, nor any of his family members has engaged in various types of business dealings with us. In addition, our board of directors has not made a subjective determination as to each director that no relationships exist which, in the opinion of our board of directors, would interfere with the exercise of independent judgment in carrying out the responsibilities of a director, though such subjective determination is required by the NASDAQ rules. Had our board of directors made these determinations, our board of directors would have reviewed and discussed information provided by the directors and us with regard to each director's business and personal activities and relationships as they may relate to our management and us.

### **Security Holders Recommendations to Board of Directors**

We welcome comments and questions from our shareholders. Shareholders can direct communications to our Chief Executive Officer, William Mandel, at our executive offices. However, while we appreciate all comments from shareholders, we may not be able to individually respond to all communications. We attempt to address shareholder questions and concerns in our press releases and documents filed with the SEC so that all shareholders have access to information about us at the same time. Mr. Mandel collects and evaluates all shareholder communications. All communications addressed to our director and executive officer will be reviewed by Mr. Mandel unless the communication is clearly frivolous.

### **Code of Ethics**

We have no Code of Ethics.

### **Committees**

We do not currently have an audit, compensation or nominating committee.

## **SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT**

The following table sets forth certain information at June 30, 2016, with respect to the beneficial ownership of shares of Common Stock by (i) each person known to us who owns beneficially more than 5% of the outstanding shares of Common Stock (based upon reports which have been filed and other information known to us), (ii) each of our Directors, (iii) each of our Executive Officers and (iv) all of our Executive Officers and Directors as a group. Unless otherwise indicated, each stockholder has sole voting and investment power with respect to the shares shown. As of June 30, 2016 we had 63,000,000 shares of Common Stock issued and outstanding.

<b>Title of class</b>	<b>Name and address of beneficial owner</b>	<b>Amount and Nature of Beneficial Ownership</b>	<b>Percentage of Common Stock (1)</b>
Common Stock	William Mandel 10930 Sky ranch Place Nevada City, CA 95959	30,000,000	47.62%
Common Stock	Margaret Austin 10930 Sky ranch Place Nevada City, CA 95959	30,000,000	47.62%
Common Stock	S-I Services, LLC 825 Harcourt Rd. Grosse Pointe Park, MI 48230	3,000,000	4.760%
	<b>Total</b>	<b>63,000,000</b>	<b>100%</b>

(1) Under Rule 13d-3 promulgated under the Exchange Act, a beneficial owner of a security includes any person who, directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise has or shares: (i) voting power, which includes the power to vote, or to direct the voting of shares; and (ii) investment power, which includes the power to dispose or direct the disposition of shares. Certain shares may be deemed to be beneficially owned by more than one person (if, for example, persons share the power to vote or the power to dispose of the shares). In addition, shares are deemed to be beneficially owned by a person if the person has the right to acquire the shares (for example, upon exercise of an option) within 60 days of the date as of which the information is provided. In computing the percentage ownership of any person, the amount of shares is deemed to include the amount of shares beneficially owned by such person (and only such person) by reason of these acquisition rights.

## CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

On May 15, 2016, the Company entered into a twelve-month agreement for management services with Mr. William Mandel, our President, Secretary, Treasurer and member of the Board of Directors. Under the terms of the agreement the Company issued 30,000,000 shares as a bonus to Mr. William Mandel valued at \$30,000 or par value, and shall pay \$1,000 monthly in cash consideration. There has been \$2,000 accrued and recorded as Accounts Payable, Related party, in relation to services rendered at June 30, 2016 by Mr. Mandel.

On May 15, 2016, the Company entered into twelve-month agreement with Dr. Margaret Austin, the spouse of our President, Mr. William Mandel, for her services as Chairman of Board. Under the agreement the Company issued 30,000,000 shares as a bonus to Mr. Margaret Austin effective the date of the agreement valued at \$30,000 or par value.

Further, Mr. Mandel provides us with office space free of charge at this time.

On May 10, 2016 the Company entered into a patent license agreement with Oasis Medical Solutions, a sole proprietorship organized in the State of California and controlled by our board of directors (“Licensor”) under which the Licensor desires to grant and the Company desires to accept an exclusive license of the Patent for the building of, and use of, machines incorporating the Patent’s technology under the certain terms and conditions. Licensor is the holder, via assignment from the inventor, William R. Mandel of the U.S. Patent Number: PCT/US11/39860 on “APPARATUS FOR THERAPEUTIC COOLING AND WARMING OF A BODY PORTION OF A HUMAN OR MAMMAL” (the “Patent,” “Medical Device”) that, among other things, warms and cools portions of the human or mammal body”.

During the period ended June 30, 2016 Oasis Medical Solutions advanced \$1,374 for operating expenses as they were incurred which amounts are noted on the Company’s balance sheet as Advances, Related parties.

During the period ended June 30, 2016 Kelvin Medical LLC, a company controlled by our board of directors advanced \$456 for operating expenses as they were incurred which amounts are noted on the Company’s balance sheet as Advances, Related parties.

Other than the foregoing, none of the following persons has any direct or indirect material interest in any transaction to which we were or are a party since the beginning of our last fiscal year, or in any proposed transaction to which we propose to be a party:

- (A) any of our director(s) or executive officer(s);
- (B) any nominee for election as one of our directors;
- (C) any person who is known by us to beneficially own, directly or indirectly, shares carrying more than 5% of the voting rights attached to our Common Stock; or
- (D) any member of the immediate family (including spouse, parents, children, siblings and in-laws) of any of the foregoing persons named in paragraph (A), (B) or (C) above.

## LEGAL MATTERS

We know of no material, existing or pending legal proceedings against our Company, nor are we involved as a plaintiff in any material proceeding or pending litigation. There are no proceedings in which our director, officer or any affiliates, or any registered or beneficial shareholder, is an adverse party or has a material interest adverse to our interest.

## EXPERTS

Heaton & Company, PLLC our independent registered public accountant, has audited our financial statements included in this prospectus and Registration Statement to the extent and for the periods set forth in their audit report. Heaton & Company, PLLC has presented its report with respect to our audited financial statements.

The validity of the shares sold by us under this prospectus will be passed upon for us by Sharon D. Mitchell of the law offices of SD Mitchell & Associates, PLC.

## **COMMISSION POSITION ON INDEMNIFICATION FOR SECURITIES ACT LIABILITIES**

Our Articles of Incorporation provides that we shall indemnify our directors and officers to the fullest extent permitted by Nevada law and that none of our directors will be personally liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability:

- for any breach of the director's duty of loyalty to the Company or its stockholders;
- for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of the law;
- under Nevada General Corporation Law for the unlawful payment of dividends; or
- for any transaction from which the director derives an improper personal benefit.

These provisions require us to indemnify our directors and officers unless restricted by Nevada law and eliminate our rights in the situations described above. The limitations summarized above, however, do not affect our ability or that of our stockholders to seek non-monetary remedies, such as an injunction or rescission, against a director for breach of his or his fiduciary duty.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers and controlling persons pursuant to the foregoing provisions, we have been advised that in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

## **WHERE YOU CAN FIND MORE INFORMATION**

We have filed with the SEC a Registration Statement on Form S-1 under the Securities Act, and the rules and regulations promulgated thereunder, with respect to the Common Stock offered hereby. This prospectus, which constitutes a part of the Registration Statement, does not contain all of the information set forth in the Registration Statement and the exhibits thereto. While we have summarized the material terms of all agreements and exhibits included in the scope of this Registration Statement, for further information regarding the terms and conditions of any exhibit, reference is made to such exhibits. Upon effectiveness of this prospectus, we will be subject to the reporting and other requirements of Section 15(d) of the Securities Exchange Act of 1934 and will file periodic reports with the Securities and Exchange Commission as required.

For further information with respect to us and the Common Stock, reference is hereby made to the Registration Statement and the exhibits thereto, which may be inspected and copied at the principal office of the SEC, 100 F Street NE, Washington, D.C. 60549, and copies of all or any part thereof may be obtained at prescribed rates from the Commission's Public Reference Section at such addresses. Also, the SEC maintains a World Wide Web site on the Internet at <http://www.sec.gov> that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC.

## **FINANCIAL STATEMENTS**

Our fiscal year end is June 30, 2016. We will provide audited financial statements to our stockholders on an annual basis, as audited by an Independent Certified Public Accountant.

**[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]**

KELVIN MEDICAL INC,  
FINANCIAL STATEMENTS

Table of Contents

	Page
Report of Independent Registered Public Accounting Firm	F-2
Balance Sheet as at June 30, 2016	F-3
Statement of Operations for the period from inception (May 5, 2016) to June 30, 2016	F-4
Statement of Changes in Stockholders' Equity for the period from inception (May 5, 2016) to June 30, 2016	F-5
Statement of Cash Flows for the period from inception (May 5, 2016) to June 30, 2016	F-6
Notes to Audited Financial Statements	F-7 to F-11

# Heaton & Company, PLLC

**Kristofer Heaton, CPA**  
**William R. Denney, CPA**

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

### **To The Board of Directors and Stockholders of Kelvin Medical, Inc.**

We have audited the accompanying balance sheet of Kelvin Medical, Inc. (the Company) as of June 30, 2016, and the related statements of operations, changes in stockholders' equity and cash flows for the period from May 5, 2016 (inception) through June 30, 2016. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States of America). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Kelvin Medical, Inc. as of June 30, 2016, and the results of its operations and its cash flows for the period from May 5, 2016 (inception) through June 30, 2016, in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming the Company will continue as a going concern. As discussed in Note 2 to the financial statements, the Company has negative working capital and has not generated revenues to cover operating expenses. These factors, among others, raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to this matter are also described in Note 2. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

*/s/Heaton & Company, PLLC*  
Farmington, Utah  
July 29, 2016

240 N. East Promontory  
Suite 200  
Farmington, Utah 84025  
(T) 801.218.3523

heatoncpas.com

**KELVIN MEDICAL, INC.**  
**BALANCE SHEET**

	<u>June 30, 2016</u>
<b>ASSETS</b>	
Current assets	
Cash and cash equivalents	\$ 1,076
Deferred offering costs	<u>60,000</u>
Total current assets	<u>61,076</u>
<b>TOTAL ASSETS</b>	<b><u>\$ 61,076</u></b>
<b>LIABILITIES &amp; STOCKHOLDERS' EQUITY</b>	
Current liabilities	
Accounts payable, related parties	2,583
Advances, related parties	1,830
Customer deposit	<u>120</u>
Total current liabilities	<u>4,533</u>
Total liabilities	<u>4,533</u>
Commitments and Contingencies	-
Stockholders' equity	
Common stock, \$0.001 par value: shares authorized 100,000,000; 63,000,000 shares issued and outstanding	63,000
Additional paid in capital	57,000
Retained deficit	<u>(63,457)</u>
Total stockholder's equity	<u>56,543</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>\$ 61,076</u></b>

The accompanying notes are an integral part of these financial statements.

**KELVIN MEDICAL, INC.**  
**STATEMENT OF OPERATIONS**

	Period from Inception (May 5, 2016) to June 30, 2016
Net sales	\$ -
Cost of goods sold	-
Gross profit	-
Operating expenses:	
Share based compensation	60,000
Management fees	2,000
Patent license fees	583
General and administrative expenses	874
Total operating expenses	<u>63,457</u>
Loss from operations	<u>(63,457)</u>
Net (loss)	<u>\$ (63,457)</u>
Net (loss) per common shares (basic and diluted)	<u>\$ (0.00)</u>
Weighted average shares outstanding - Basic and diluted	<u>50,839,286</u>

The accompanying notes are an integral part of these financial statements.



**KELVIN MEDICAL, INC.**  
**STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY**

	Common Shares	Common Stock	Additional Paid-in Capital	Retained Deficit	Total Stockholders' Deficit
Balance, May 5, 2016 (date of inception)	-	\$ -	\$ -	\$ -	\$ -
Issuance of common stock for services at \$0.001 per share	60,000,000	60,000	-	-	60,000
Issuance of common stock for services at \$0.02 per share	3,000,000	3,000	57,000	-	60,000
Net loss for the period	-	-	-	(63,457)	(63,457)
Balance, June 30, 2016	<u>63,000,000</u>	<u>\$ 63,000</u>	<u>\$ 57,000</u>	<u>\$ (63,457)</u>	<u>\$ 56,543</u>

The accompanying notes are an integral part of these financial statements.

**KELVIN MEDICAL, INC.**  
**STATEMENT OF CASH FLOWS**

	Period from Inception (May 5, 2016) to June 30, 2016
Cash Flows from Operating Activities	
Net loss	\$ (63,457)
Adjustments to reconcile net loss to net cash provided from operating activities:	
Shares issued for services	60,000
Changes in operating assets and liabilities:	
Accounts payable – related parties	2,583
Advances – related parties	1,830
Customer deposits	120
Net cash provided by operating activities	<u>1,076</u>
Cash Flows from Investing Activities	-
Net cash provided from (used by) investing activities	<u>-</u>
Cash Flows from Financing Activities	-
Net cash provided from (used by) financing activities	<u>-</u>
Increase (decrease) in cash and cash equivalents	1,076
Cash and cash equivalents at beginning of period	-
Cash and cash equivalents at end of period	<u>\$ 1,076</u>
Supplemental Disclosures of Cash Flow Information:	
Cash paid (received) during year for:	
Interest	\$ -
Income taxes	\$ -
Supplemental non-cash investing activities:	
Shares issued for offering costs	<u>\$ 60,000</u>

The accompanying notes are an integral part of these financial statements.

**KELVIN MEDICAL, INC.**  
**NOTES TO AUDITED FINANCIAL STATEMENTS**

1. BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

*Business Activity:* Kelvin Medical, Inc. (the "Company") was incorporated in the State of Nevada on May 5, 2016. We are a recently organized company that engages in the sale of medical devices. The Company was founded to market the product called Therm-N-Ice. Therm-N-Ice provides a modern approach to sprains and strains that provides improvements to the treatment options currently available. Hot and cold treatment options are commonplace and used routinely as a therapy in most medical and even non-medical locations. The Company suggests a simple solution that will reduce the burden of these tasks and allow people to remain mobile rather than pausing life activities in order to obtain repetitive therapy. Our headquarters are located at 10930 Sky ranch Place, Nevada City, California 95959.

To date, our activities have been limited to formation and the development of a business plan. We have engaged a legal consulting firm to assist us in registering securities for trading by filing a Form S-1 with the U.S. Securities and Exchange Commission and by applying for a listing on the OTC Pink. We also intend to raise equity capital under this Form S-1 offering at a price of \$0.02 per share for up to 30,000,000 shares or \$600,000 in gross proceeds. We are now exploring other sources of capital to fund our operations until our offering is complete. In the current start up stage, we anticipate incurring operating losses as we implement our business plan.

*Financial Statement Presentation:* The audited financial statements of the Company have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

*Fiscal year end:* The Company has selected June 30 as its fiscal year end.

*Use of Estimates:* The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported therein. Due to the inherent uncertainty involved in making estimates, actual results reported in future periods may be based upon amounts that differ from these estimates.

*Cash Equivalents:* The Company considers all highly liquid investments with maturities of 90 days or less from the date of purchase to be cash equivalents.

*Revenue recognition and related allowances:* Revenue from the sale of goods is recognized when the risks and rewards of ownership have been transferred to the customer, which is usually when title passes. Revenue is measured at the fair value of the consideration received, net of trade discounts and sales taxes.

*Accounts Receivable and Allowance for Doubtful Accounts:* Accounts receivable are stated at the amount that management expects to collect from outstanding balances. Bad debts and allowances are provided based on historical experience and management's evaluation of outstanding accounts receivable. Management evaluates past due or delinquency of accounts receivable based on the open invoices aged on due date basis. The allowance for doubtful accounts at June 30, 2016 is \$Nil.

*Inventories:* Presently the Company has no inventory. We intend to maintain an inventory of Therm-N-Ice medical devices once our business plan is complete. Inventories will be measured at lower of cost and net realizable value after providing for obsolescence, if any. Cost of inventories includes cost of purchase, including manufacturing overheads and transportation to bring them to their location of distribution.

*Warranty:* Products will be shipped to customers and retail locations from our warehouse facility. All products will be covered by a limited one-year warranty for defects and non-performance. Upon commencement of sales we will provide a provision for any obligations which may arise under our warranty policy which will be tested against actual warranty returns on an annual basis. Our products will carry a manufacturer's warranty for parts and assembly that will address defects in production or parts which will be recoverable from the original manufacturers in those circumstances.

*Advertising and Marketing Costs:* Advertising and marketing costs are expensed as incurred and were \$Nil during the year ended June 30, 2016.

**KELVIN MEDICAL, INC.**  
**NOTES TO AUDITED FINANCIAL STATEMENTS**

1. BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont'd)

*Income taxes:* The Company has adopted ASC Topic 740, "Income Taxes". ASC Topic 740 requires the use of the asset and liability method of accounting for income taxes. Under the asset and liability method of ASC Topic 740, deferred tax assets and liabilities are recognized for the future tax consequences attributable to temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled.

*Basic and Diluted Loss Per Share :* In accordance with ASC Topic 280 – "Earnings Per Share", the basic loss per common share is computed by dividing net loss available to common stockholders by the weighted average number of common shares outstanding. Diluted loss per common share is computed similar to basic loss per common share except that the denominator is increased to include the number of additional common shares that would have been outstanding if the potential common shares had been issued and if the additional common shares were dilutive.

*New Accounting Pronouncements:*

In March 2016, the FASB issued ASU No. 2016-09, *Compensation — Stock Compensation: Improvements to Employee Share-Based Payment Accounting* ("ASU 2016-09"). The new guidance will change how companies account for certain aspects of share-based payments to employees. Under existing accounting guidance, tax benefits and certain tax deficiencies arising from the vesting of share-based payments are recorded in additional paid-in-capital. The new guidance will require such benefits or deficiencies to be recognized as income tax benefits or expenses in the statement of operations. Companies are required to apply the new guidance prospectively. The new standard is effective for fiscal years beginning after December 15, 2016.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*. ASU 2016-02 requires the lessee to recognize assets and liabilities for leases with lease terms of more than twelve months. For leases with a term of twelve months or less, the Company is permitted to make an accounting policy election by class of underlying asset not to recognize lease assets and lease liabilities. Further, the lease requires a finance lease to recognize both an interest expense and an amortization of the associated expense. Operating leases generally recognize the associated expense on a straight line basis. ASU 2016-02 requires the Company to adopt the standard using a modified retrospective approach and adoption beginning on January 1, 2019.

In January 2016, the FASB issued ASU 2016-01, *Financial Instruments - Overall: Recognition and Measurement of Financial Assets and Financial Liabilities*. This new standard provides guidance on how entities measure certain equity investments and present changes in the fair value. This standard requires that entities measure certain equity investments that do not result in consolidation and are not accounted for under the equity method at fair value and recognize any changes in fair value in net income. ASU 2016-01 is effective for fiscal years beginning after December 31, 2017.

In November 2015, the FASB issued ASU No. 2015-17, *"Income Taxes (Topic 740): Balance Sheet Classification of Deferred Taxes."* Under this guidance, deferred tax liabilities and assets are required to be classified as noncurrent in a classified statement of financial position. Prior to this guidance, the deferred taxes for each jurisdiction (or tax-paying component of a jurisdiction) would be presented as a net current asset or liability and net non-current asset or liability. This guidance is effective for interim and annual reporting periods beginning after December 15, 2016 with earlier application permitted.

**KELVIN MEDICAL, INC.**  
**NOTES TO AUDITED FINANCIAL STATEMENTS**

**2. GOING CONCERN**

The Company has experienced net losses to date, and it has not generated revenue from operations. We will need additional working capital to service debt and for ongoing operations, which raises substantial doubt about its ability to continue as a going concern. Management of the Company has developed a strategy to meet operational shortfalls which may include equity funding, short-term or long-term financing or debt financing, to enable the Company to reach profitable operations.

**3. PATENT LICENSE AGREEMENT**

On May 10, 2016 the Company entered into a patent license agreement with Oasis Medical Solutions, a sole proprietorship organized in the State of California (“Licensor”) under which the Licensor desires to grant and the Company desires to accept an exclusive license of the Patent for the building of, and use of, machines incorporating the Patent’s technology under certain terms and conditions. Both of the parties agree that the ownership of the Patent and the goodwill relating thereto, and any associated improvements, whether developed by the Company, or both parties jointly, shall remain vested in Licensor both during the term of the agreement and thereafter, and the Company further agrees never to challenge, contest or question the validity of the Licensor’s ownership of the Patent or any associated registrations therewith.

As consideration for the exclusive license granted, the Company shall pay to Licensor the following fees:

- (a) An ongoing maintenance fee of \$500 per month plus an additional annual fee of \$1,000;
- (b) Royalty fees of 6% per machine sold or leased under this license, payable within thirty (30) days of agreement reached with the customer/lessee. Payments can be grouped on a monthly occurring basis;
- (c) This license shall be considered null and void if production is not obtained within a 5-year period of the date stated above and the license, and all rights thereunder, will return to the Licensor.

The term of the license agreement shall be for 15 years, but will not extend beyond the full term of the patent. Within a year from the ending of the patent term, parties may negotiate an ongoing arrangement.

During the period ended June 30, 2016, the Company accrued the license fee of \$583.

**4. CONSULTING AGREEMENT**

On June 1, 2016, the Company entered into a consulting agreement with a consultant who is in the business of assisting private companies in the process of going public and getting listed on the OTC Pink through the Form S-1 Registration. Under the terms of the consulting agreement, the Consultant shall provide certain services with respect to the Form S-1 Registration Statement, from commencement and preparation of the Form S-1 to receipt of Notice of Effectiveness, retention and payment of the required legal and accounting professionals, and thereafter to work with a market maker to provide a completed and accepted Form 15c2-11 with FINRA, DTC eligibility, a trading symbol and listing on OTC Pink. As compensation under the consulting agreement S-1 Services LLC, the consultant, received 3,000,000 shares of the Company’s common stock at \$0.02 per share for a value of \$60,000 which shares shall be included in the Registration Statement.

**5. CUSTOMER DEPOSITS**

As at June 30, 2016 the Company has received a customer deposit of \$120 in respect to the sale of three units of the Therm-N-Ice arm band. The deposit represents a one-third deposit for each of the three units ordered.

**KELVIN MEDICAL, INC.**  
**NOTES TO AUDITED FINANCIAL STATEMENTS**

**6. COMMON STOCK**

The Company has authorized 100,000,000 shares with par value of \$0.001.

Effective May 15, 2016 the Company issued 30,000,000 shares of common stock as a signing bonus valued at \$30,000 or \$0.001 per share, to our President, Mr. William Mandel.

Effective May 15, 2016 the Company issued 30,000,000 shares of common stock as a signing bonus valued at \$30,000 or \$0.001 per share, to our Chairman, Mr. Margaret Austin.

Effective June 1, 2016 the Company issued 3,000,000 shares of common stock in respect to the S-1 Services agreement valued at \$60,000 or \$0.02 per share (ref: Note 4).

**7. RELATED PARTY TRANSACTIONS**

On May 15, 2016, the Company entered into a twelve-month agreement for management services with Mr. William Mandel, our President, Secretary, Treasurer and member of the Board of Directors. Under the terms of the agreement the Company issued 30,000,000 shares as a bonus to Mr. William Mandel valued at \$30,000 or par value, and shall pay \$1,000 monthly in cash consideration. There has been \$2,000 accrued and recorded as Accounts Payable, Related party, in relation to services rendered at June 30, 2016 by Mr. Mandel.

On May 15, 2016, the Company entered into twelve-month agreement with Dr. Margaret Austin, the spouse of our President, Mr. William Mandel, for her services as Chairman of Board. Under the agreement the Company issued 30,000,000 shares as a bonus to Dr. Margaret Austin effective the date of the agreement valued at \$30,000 or par value.

During the period ended June 30, 2016 Oasis Medical Solutions, a sole proprietorship controlled by our board of directors, advanced \$1,374 for operating expenses as they were incurred which amounts are noted on the Company's balance sheet as Advances, Related parties.

During the period ended June 30, 2016 Kelvin Medical LLC, a company controlled by our board of directors advanced \$456 for operating expenses as they were incurred which amounts are noted on the Company's balance sheet as Advances, Related parties.

On May 10, 2016 the Company entered into a patent license agreement with Oasis Medical Solutions, a sole proprietorship organized in the State of California ("Licensor") under which the Licensor desires to grant and the Company desires to accept an exclusive license of the Patent for the building of, and use of, machines incorporating the Patent's technology under the certain terms and conditions. Licensor is the holder, via assignment from the inventor, William R. Mandel of the U.S. Patent Number: PCT/US11/39860 on "APPARATUS FOR THERAPEUTIC COOLING AND WARMING OF A BODY PORTION OF A HUMAN OR MAMMAL" (the "Patent," "Medical Device") that, among other things, warms and cools portions of the human or mammal body".

**8. INCOME TAXES**

Deferred income taxes are determined using the liability method for the temporary differences between the financial reporting basis and income tax basis of the Company's assets and liabilities. Deferred income taxes are measured based on the tax rates expected to be in effect when the temporary differences are included in the Company's tax return. Deferred tax assets and liabilities are recognized based on anticipated future tax consequences attributable to differences between financial statement carrying amounts of assets and liabilities and their respective tax bases.

**KELVIN MEDICAL, INC.**  
**NOTES TO AUDITED FINANCIAL STATEMENTS**

8. INCOME TAXES (continued)

Operating loss carry-forwards generated during the period from May 5, 2016 (date of inception) through June 30, 2016 of approximately \$63,457, will begin to expire in 2036. The Company applies a statutory income tax rate of 34%.

The Company had deferred income tax assets as of June 30, 2016 as follows:

	<u>June 30, 2016</u>
Loss carryforwards	\$ 21,575
Less – accrued management fee	(680)
Less - valuation allowance	<u>(20,895)</u>
Total net deferred tax assets	<u>\$ -</u>

Tax years from inception to fiscal year ended June 30, 2016 are not yet filed and are open for examination by the taxing authorities.

9. SUBSEQUENT EVENTS

The Company has evaluated subsequent events from the balance sheet date through the date that the financial statements were issued and determined that there are no additional subsequent events to disclose.

## PART II – INFORMATION NOT REQUIRED IN PROSPECTUS

### ITEM 13. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

On June 1, 2016, the Company entered into a consulting agreement with a consultant who is in the business of assisting private companies in the process of going public and getting listed on the OTC Pink through the Form S-1 Registration. Under the consulting agreement, the consultant will provide the services including:

1. Prepare Contract for Services;
2. Engage Project Manager to work closely with Consultant to maneuver through the process of taking a private company public;
3. In cooperation with the Project Manager, Interview Management of Private Company and review Business plan;
4. In cooperation with the Project Manager, Prepare Draft Form S-1 Registration Statement;
5. In cooperation with the Project Manager and third parties listed below, complete the process of the Form S-1 Registration Statements from comments to effectiveness;
6. Engage Securities Counsel to represent Private Company;
7. The Project Manager, in cooperation with Consultant, will engage the following services: Accountant to prepare Financial Statements for S-1; Engage Auditor to prepare Audited Financials for S-1 and Engage Market Maker to file Form 15c211 with FINRA;
8. In cooperation with the Project Manager, consultant will file an application with DTC to obtain DTC Eligibility; and
9. Deliver to Private Company an Effective S-1 Registration Statement, a Completed and accepted 15c2-11 with FINRA, a trading symbol and listing on the OTC Pink.

The Compensation for the services rendered by the consultant shall be 3,000,000 shares of the Company's common stock which the Company has valued at the offering price of \$0.02 per share for total consideration of \$60,000 and which shares shall be included in this Registration Statement.

### ITEM 14. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The sole officer and directors of the Company are indemnified as provided by the Nevada Revised Statutes and the Bylaws of the Company. Unless specifically limited by a corporation's Articles of Incorporation, Nevada law automatically provides directors with immunity from monetary liabilities. The Company's Articles of Incorporation do not contain any such limiting language. Excepted from that immunity are:

- a. willful failure to deal fairly with the corporation or its shareholders in connection with a matter in which the director has a material conflict of interest;
- b. a violation of criminal law unless the director had reasonable cause to believe that his or her conduct was lawful or no reasonable cause to believe that his or her conduct was unlawful;
- c. a transaction from which the director derived an improper personal profit; and
- d. willful misconduct.

The Articles of Incorporation provide that the Company will indemnify its officer, director, legal representative, and persons serving at the request of the Company as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise to the fullest extent legally permissible under the laws of the State of Nevada against all expenses, liability and loss (including attorney's fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by that person as a result of that connection to the Company. This right of indemnification under the Articles is a contract right, which may be enforced in any manner by such person and extends for such persons benefit to all actions undertaken on behalf of the Company.



The Bylaws of the Company provide that the Company will indemnify its director and officer to the fullest extent not prohibited by Nevada law; provided, however, that the Company may modify the extent of such indemnification by individual contracts with its directors and officers; and, provided, further, that the Company shall not be required to indemnify any director or officer in connection with any proceeding (or part thereof) initiated by such person unless (i) such indemnification is expressly required to be made by law, (ii) the proceeding was authorized by the Board of Directors of the Company, (iii) such indemnification is provided by the Company, in its sole discretion, pursuant to the powers vested in the Company under Nevada law or (iv) such indemnification is required to be made pursuant to the Bylaws.

The Bylaws of the Company provide that the Company will advance to 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, by reason of the fact that he or she is or was a director or officer, of the Company, or is or was serving at the request of the Company as a director or executive officer of another Company, partnership, joint venture, trust or other enterprise, prior to the final disposition of the proceeding, promptly following request therefore, all expenses incurred by any director or officer in connection with such proceeding upon receipt of an undertaking by or on behalf of such person to repay said amounts if it should be determined ultimately that such person is not entitled to be indemnified under the Bylaws of the Company or otherwise.

The Bylaws of the Company provide that no advance shall be made by the Company to an officer of the Company (except by reason of the fact that such officer is or was a director of the Company in which event this paragraph shall not apply) in any action, suit or proceeding, whether civil, criminal, administrative or investigative, if a determination is reasonably and promptly made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to the proceeding, or (ii) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, that the facts known to the decision-making party at the time such determination is made demonstrate clearly and convincingly that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the Company.

#### **ITEM 15. RECENT SALES OF UNREGISTERED SECURITIES.**

Set forth below is information regarding the issuance and sales of securities without registration since inception.

Effective May 15, 2016 the Company issued 30,000,000 shares of common stock as a signing bonus valued at \$30,000 or \$0.001 per share, to our President, Mr. William Mandel. The shares were issued pursuant to Section 4(2) of the Securities Act of 1933, as amended, as it was a transaction by an issuer not involving a public offering. As a result, Mr. Mandel owns 47.61% of the issued and outstanding common shares of the Company.

Effective May 15, 2016 the Company issued 30,000,000 shares of common stock as a signing bonus valued at \$30,000 or \$0.001 per share, to our Chairman, Mr. Margaret Austin. The shares were issued pursuant to Section 4(2) of the Securities Act of 1933, as amended, as it was a transaction by an issuer not involving a public offering. As a result, Dr. Austin owns 47.61% of the issued and outstanding common shares of the Company.

Effective June 1, 2016 the Company issued 3,000,000 shares of common stock in respect to a consulting services agreement with S-1 Services, LLC valued at \$60,000 or \$0.02 per share. The securities issued contained a restrictive legend on the share certificate stating that the securities have not been registered under the Act and setting forth, or referring to the restrictions on transferability and sale of the securities.

## ITEM 16. EXHIBITS

The following is a list of exhibits filed as part of this Registration Statement. Any statement contained in an Incorporated Document shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed Incorporated Document modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Exhibit Number	Description
3.1	Articles of Incorporation of Kelvin Medical Inc.
3.2	Bylaws of Kelvin Medical Inc.
5.1	Opinion of SD Mitchell & Associates, PLC, re: the legality of the shares being registered
10.1	May 10, 2016 Patent licencing agreement between the Company and Oasis Medical Solutions
10.2	Management Agreement between the Company and William Mandel dated May 15, 2016
10.3	Agreement to act as Chairman of the Board between the Company and Margaret Austin dated May 15, 2016
10.4	June 1, 2016 Consulting Agreement with S-1 Services, LLC
23.1	Auditor Consent
23.2	Consent of SD Mitchell & Associates, PLC, (included in Exhibit 5.1)

## ITEM 17. UNDERTAKINGS

The undersigned Registrant hereby undertakes:

1. To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement to:
  - (a) Include any prospectus required by Section 10(a)(3) of the Securities Act;
  - (b) Reflect in the prospectus any facts or events which, individually or together, represent a fundamental change in the information in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in the volume and price represent no more than a 60% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement; and
  - (c) Include any additional or changed material information on the plan of distribution.
2. To, for the purpose of determining any liability under the Securities Act, treat each post-effective amendment as a new Registration Statement relating to the securities offered herein, and to treat the offering of such securities at that time 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 hereby that remain unsold at the termination of the offering.
4. For determining liability of the undersigned Registrant under the Securities Act to any purchaser in the initial distribution of the securities, that in a primary offering of securities of the undersigned Registrant pursuant to this Registration Statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned Registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:
  - (a) Any preliminary prospectus or prospectus of the undersigned Registrant relating to the offering required to be filed pursuant to Rule 424;
  - (b) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned Registrant or used or referred to by the undersigned Registrant;

(c) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned Registrant or its securities provided by or on behalf of the undersigned Registrant; and,

(d) Any other communication that is an offer in the offering made by the undersigned Registrant to the purchaser.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 (the "Act") may be permitted to our director, officers and controlling persons pursuant to the provisions above, or otherwise, we have been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act, and is, therefore, unenforceable.

In the event that a claim for indemnification against such liabilities, other than the payment by us of expenses incurred or paid by one of our director, officers, or controlling persons in the successful defense of any action, suit or proceeding, is asserted by one of our director, officers, or controlling person in connection with the securities being registered, we will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification is against public policy as expressed in the Securities Act, and we will be governed by the final adjudication of such issue.

For the purposes of determining liability under the Securities Act for any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a Registration Statement relating to an offering, other than Registration Statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the Registration Statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a Registration Statement or prospectus that is part of the Registration Statement or made in a document incorporated or deemed incorporated by reference into the Registration Statement or prospectus that is part of the Registration Statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the Registration Statement or prospectus that was part of the Registration Statement or made in any such document immediately prior to such date of first use.

### SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Nevada City, California on the 29th day of July, 2016

#### **Kelvin Medical, Inc.**

By: /s/William Mandel  
Name: William Mandel  
Title: President, Chief Executive Officer, Chief Financial Officer, Secretary,  
Treasurer & Director

## POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints William Mandel, as his true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for her and in her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this Registration Statement on Form S-1 of Kelvin Medical, Inc., and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, grant unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the foregoing, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or her substitutes, may lawfully do or cause to be done by virtue hereof.

In accordance with the requirements of the Securities Act of 1933, this Registration Statement was signed by the following person(s) in the capacities and on the dates stated.

<b>Signature</b>	<b>Title</b>	<b>Date</b>
<u>/s/William Mandel</u> <i>William Mandel</i>	President, Chief Executive Officer, Chief Financial Officer, Secretary, Treasurer & Director	July 29, 2016

## EXHIBIT INDEX

<b>Exhibit Number</b>	<b>Description</b>
3.1	Articles of Incorporation of Kelvin Medical Inc.
3.2	Bylaws of Kelvin Medical Inc.
5.1	Opinion of SD Mitchell & Associates, PLC, re: the legality of the shares being registered
10.1	May 10, 2016 Patent licencing agreement between the Company and Oasis Medical Solutions
10.2	Management Agreement between the Company and William Mandel dated May 15, 2016
10.3	Agreement to act as Chairman of the Board between the Company and Margaret Austin dated May 15, 2016
10.4	June 1, 2016 Consulting Agreement with S-1 Services, LLC
23.1	Auditor Consent
23.2	Consent of SD Mitchell & Associates, PLC, (included in Exhibit 5.1)





BARBARA K. CEGAVSKE  
 Secretary of State  
 202 North Carson Street  
 Carson City, Nevada 89701-4201  
 (775) 684-5708  
 Website: www.nvsos.gov



\*040105\*

# Articles of Incorporation

(PURSUANT TO NRS CHAPTER 78)

Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number <b>20160206143-35</b> Filing Date and Time <b>05/05/2016 1:50 PM</b> Entity Number <b>E0205182016-9</b>
--	--

(This document was filed electronically.)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

<b>1. Name of Corporation:</b>	KELVIN MEDICAL, INC.		
<b>2. Registered Agent for Service of Process:</b> (check only one box)	<input checked="" type="checkbox"/> Commercial Registered Agent: NEVADA REGISTERED AGENT LLC Name		
	<input type="checkbox"/> Noncommercial Registered Agent (name and address below) <b>OR</b> <input type="checkbox"/> Office or Position with Entity (name and address below)		
	Name of Noncommercial Registered Agent <b>OR</b> Name of Title of Office or Other Position with Entity		
	Street Address	City	Nevada Zip Code
	Mailing Address (if different from street address)	City	Nevada Zip Code
<b>3. Authorized Stock:</b> (number of shares corporation is authorized to issue)	Number of shares with par value: 100000000	Par value per share: \$ 0.001	Number of shares without par value: 0
<b>4. Names and Addresses of the Board of Directors/Trustees:</b> (each Director/Trustee must be a natural person at least 18 years of age; attach additional page if more than two directors/trustees)	1) WILLIAM R MANDEL Name		
	POST OFFICE BOX 1925 Street Address	NEVADA CITY City	CA 95959 State Zip Code
	2) MARGARET V AUSTIN Name		
	POST OFFICE BOX 1925 Street Address	NEVADA CITY City	CA 95959 State Zip Code
<b>5. Purpose:</b> (optional; required only if Benefit Corporation status selected)	The purpose of the corporation shall be: ANY LEGAL PURPOSE		<b>6. Benefit Corporation:</b> (see instructions) <input type="checkbox"/> Yes
<b>7. Name, Address and Signature of Incorporator:</b> (attach additional page if more than one incorporator)	I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.		
	SHARON MITCHELL Name	X SHARON MITCHELL Incorporator Signature	
	829 HARCOURT RD. Address	GROSSE POINTE PARK City	MI 48230 State Zip Code
<b>8. Certificate of Acceptance of Appointment of Registered Agent:</b>	I hereby accept appointment as Registered Agent for the above named Entity.  X NEVADA REGISTERED AGENT LLC Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity		
			5/5/2016 Date

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS 78 Articles  
 Revised: 1-5-15

**BYLAWS  
OF  
KELVIN MEDICAL INC.**

**ARTICLE I  
BUSINESS OFFICES**

Kelvin Medical, Inc. (the "Corporation") shall have such offices as its business may require within or without the State of Nevada.

**ARTICLE II  
REGISTERED OFFICES AND REGISTERED AGENT**

2.1. Nevada

The address of the initial registered office in the State of Nevada and the name of the initial registered agent of the Corporation at such address are set forth in the Articles of Incorporation. The Corporation may, from time to time, designate a different address as its registered office or a different person as its registered agent, or both; provided, however, that such designation shall become effective upon the filing of a statement of such change with the Department of State of the State of Nevada as required by law.

2.2. Other States

In the event the Corporation desires to qualify to do business in one or more States other than Nevada, the Corporation shall designate the location of the registered office or location of the registered or resident agent in each such State and designate the registered or resident agent for service of process at such address in the manner provided by the law of the State in which the Corporation elects to be qualified.

**ARTICLE III  
SHAREHOLDERS MEETINGS**

3.1. Place of Meetings

Meetings of the shareholders shall be held at the principal office of the Corporation unless another place (within or without the State of Nevada) is designated in the notice of the meeting.

3.2. Annual Meeting

An annual meeting of the shareholders shall be held on the first Monday of each June, or on such other day as the Board of Directors may from time to time determine, at a time and place designated by the Board of Directors, for the election of Directors and for the transaction of other business.

3.3. Special Meetings

Special meetings of the shareholders shall be convened if called by the President or the Board of Directors, or if requested in writing by the holders of not less than one-tenth (1/10) of all the shares entitled to vote at the meeting. The call for the meeting shall be issued by the Secretary, unless the President, Board of Directors or shareholders requesting the meeting shall designate another person to do so.

3.4. Notice

Written notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered to each shareholder of record entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date named for the meeting, either personally, electronically, or by first-class United States mail, by or at the direction of the President, the Secretary, or the officer or persons calling the meeting, unless other notice provisions are required by law in a particular case. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder at that shareholder's address as it appears on the stock transfer books of the Corporation, with postage thereon prepaid.

3.5. Notice of Adjourned Meetings

When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted on the original date of the meeting. If, however, after the adjournment the Board of Directors fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given as provided in paragraph 3.4 above, to each shareholder of record on the new record date who is entitled to vote at such meeting.

3.6. Waiver of Notice

Whenever notice is required to be given to any shareholder, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether signed before, during, or after the time stated in the waiver, shall be the equivalent of the giving of such notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in the written waiver of notice.



3.7. Record of Shareholders Having Voting Rights

If the Corporation shall have more than five (5) shareholders, the officer or agent having charge of the stock transfer books for shares of the Corporation shall make, at least ten (10) days before each meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting or any adjournment thereof, with the address of, and the number and class and series, if any, of shares held by, each. The list, for a period of ten (10) days prior to such meeting, shall be kept on file at the registered office of the Corporation, at the principal place of business of the Corporation, or at the office of the transfer agent or registrar of the Corporation; and any shareholder shall be entitled to inspect the list at any time during usual business hours. The list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder at any time during the meeting. If the requirements of this section have not been substantially complied with, then on demand of any shareholder in person or by proxy, the meeting shall be adjourned until there has been compliance with the requirements. If no such demand is made, failure to comply with the requirements of this section shall not affect the validity of any action taken at such meeting.

3.8. Shareholder Quorum

A majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. When a specified item of business is required to be voted on by a class or series of stock, a majority of the shares of such class or series shall constitute a quorum for the transaction of such item of business by that class or series. If a quorum is present at a properly held meeting of the shareholders, the affirmative vote of the holders of a majority of the shares represented in person or by proxy and entitled to vote on the subject matter under consideration, shall be the act of the shareholders, unless the vote of a greater number or voting by classes (i) is required by the Articles of Incorporation, or (ii) has been provided for in an agreement among all shareholders entered into pursuant to and enforceable under Section 78.320 the Nevada Revised Statutes. After a quorum has been established at a shareholders meeting, the subsequent withdrawal of shareholders or their proxies, reducing the number of shares represented and entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof.

3.9. Proxies

Every shareholder entitled to vote at a meeting of shareholders or to express consent or dissent without a meeting, or a shareholder's duly authorized attorney-in-fact, may authorize another person or persons to act for that shareholder by proxy in accordance with the provisions of Section 78.355 of the Nevada Revised Statutes.

3.10. Action by Shareholders Without a Meeting

Shareholder action may be taken by written consent in lieu of a meeting in accordance with the provisions of Section 78.320 of the Nevada Revised Statutes.

**ARTICLE IV  
DIRECTORS**

4.1. Function

Except as otherwise provided in Chapter 78 of the Nevada Revised Statutes or in the Articles of Incorporation, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board of Directors.

4.2. Qualification

Directors need not be residents of Nevada or shareholders of the Corporation; however, each Director shall meet such qualifications as may be set forth in the Articles of Incorporation and in the laws of the State of Nevada.

4.3. Compensation

The Board of Directors shall have authority to fix the compensation of Directors. Nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

4.4. Number

The number of members of the Board of Directors shall be a minimum of one, or such greater number as may be determined from time to time by the Board of Directors, but no more than six.

4.5. Election and Term

4.5.1. Each person named in the Articles of Incorporation as a member of the initial Board of Directors shall hold office until the first annual meeting of shareholders and until his successor shall have been elected and qualified or until his earlier resignation, removal from office, or death.

4.5.2. At the first annual meeting of shareholders and at each annual meeting thereafter, the shareholders shall elect Directors to hold office until the next succeeding annual meeting. Each Director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified, or until his earlier resignation, removal from office, or death.

4.6. Removal of Directors

Any Director, or the entire Board of Directors, may be removed, with or without cause, at a meeting of the shareholders called expressly for that purpose, in accordance with the provisions of Chapter 78 of the Nevada Revised Statutes.

4.7. Vacancies

Any vacancy occurring in the Board of Directors, including any vacancy created by reason of an increase in the number of Directors, may be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors.

4.8. Quorum and Voting

A majority of the number of Directors fixed in accordance with these Bylaws shall constitute a quorum for the transaction of business. Subject to other provisions of these Bylaws, the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is obtained. Notice of any such adjourned meeting shall be given to the Directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting were announced at the time of the adjournment, to the other Directors.

4.9. Executive and Other Committees

4.9.1. The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members an Executive Committee and one or more other committees, each of which, to the extent provided in such resolution, shall have and may exercise all the authority of the Board of Directors, as limited by Section 78.115 of the Nevada Revised Statutes.

4.9.2. The Board of Directors, by resolution adopted in accordance with paragraph 4.9.1 above, may designate one or more Directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee.

4.10. Place of Meetings

Regular or special meetings of the Board of Directors may be held within or without the State of Nevada.

4.11. Time, Notice and Call of Meetings

4.11.1. Regular meetings of the Board of Directors shall be held immediately following the annual meeting of shareholders each year; regular meetings may be held at such other times as the Board of Directors may fix; special meetings may be held at such times as called by the Chairman of the Board, the President of the Corporation or any two Directors. Written notice of the time and place of special meetings of the Board of Directors shall be given to each Director by personal delivery or by first-class United States mail, telegram, or cablegram at least two (2) days before the meeting.

4.11.2. Notice of a meeting of the Board of Directors need not be given to any Director who signs a waiver of notice either before, during or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a Director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

4.11.3. Members of the Board of Directors may participate in a meeting of such Board by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

4.12. Action Without a Meeting

Any action which is required to be taken, or which may be taken, at a meeting of the Directors or a committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so to be taken, signed by all the Directors, or all the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board or of the committee. Such consent shall have the same effect as a unanimous vote.

4.13. Director Conflicts of Interest

4.13.1. No contract or other transaction between this Corporation and one or more of its Directors or any other corporation, firm, association, or entity in which one or more of its Directors are directors or officers or are financially interested, shall be either void or voidable because of such relationship or interest, or because such Director or Directors are present at a meeting of the Board of Directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction, or because his or their votes are counted for such purpose, if:

(i) the fact of such relationship or interest is disclosed or known to the Board of Directors or committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested Directors; or

(ii) the fact of such relationship or interest is disclosed or known to the shareholders entitled to vote and they authorize, approve, or ratify such contract or transaction by vote or written consent; or

(iii) the contract or transaction is fair and reasonable as to the Corporation at the time it is authorized by the Board, a committee, or the shareholders.

4.13.2. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction.

**ARTICLE V**  
**OFFICERS**

5.1. Officers

The Board of Directors shall determine from time to time the offices of this Corporation, which may consist of Chairman of the Board, President, Vice President, Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, and such other offices as may be determined from time to time by the Board of Directors. Any two or more offices may be held by the same person. The officers shall be elected by the Board of Directors and shall meet such qualifications as shall be determined by the Board of Directors under the authority of the Articles of Incorporation and of the laws of the State of Nevada.

5.2. Duties

Except as may be modified from time to time by the Board of Directors, the powers and duties of the officers shall be as follows:

5.2.1. The Chairman of the Board shall preside at all meetings of stockholders and of the Board of Directors, and shall have the powers and perform the duties usually pertaining to such office, and shall have such other powers and perform such other duties as may be from time to time prescribed by the Board of Directors.

5.2.2. The President shall be the chief executive officer of the Corporation, and shall have general and active management of the business and affairs of the Corporation, under the direction of the Board of Directors. Unless the Board of Directors has appointed another presiding officer, the President shall preside at all meetings of the shareholders.

5.2.3. The Vice President shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, the Vice President(s) (in order of their seniority) shall perform the duties and exercise the powers of the President.

5.2.4. The Secretary shall have custody of, and maintain, all the corporate records except the financial records, and shall record the minutes of all meetings of the shareholders and the Board of Directors and its committees, send all notices of meetings, and perform such other duties as may be prescribed by the Board of Directors or the President.

5.2.5. The Treasurer shall have custody of all corporate funds and financial records, shall keep full and accurate accounts of receipts and disbursements and render accounts thereof at the annual meetings of shareholders and whenever else required by the Board of Directors or the President, and shall perform such other duties as may be prescribed by the Board of Directors or the President.

5.2.6. The Assistant Secretary, Assistant Treasurer, and other Assistant Officers may exercise, subject to supervision by the officer for whom they act as assistant(s), except as otherwise provided for by the Board of Directors, the powers and duties that pertain to such offices respectively and any such other powers and duties which may be delegated to them.

5.3. Term of Office

Unless otherwise provided at the time of his election, each person named as an officer of the Corporation by the Board of Directors shall hold office until the meeting of the Board of Directors following or concurrent with the next succeeding annual meeting of the shareholders, and until his successor shall have been elected and qualified; or until his earlier resignation, removal from office, or death.

5.4. Removal of Officers

Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever, in its judgment, the best interests of the Corporation will be served thereby.

5.5. Vacancies

Any vacancy, however occurring, in any office may be filled by the Board of Directors.

**ARTICLE VI  
CAPITALIZATION**

6.1 Capitalization

The Corporation is hereby authorized to have both Common Stock and Preferred Stock. Preferred Stock may be divided into one or more series, with different rights, preferences and designations, and at the sole discretion of the Board of Directors, without shareholder approval.

**ARTICLE VII  
STOCK CERTIFICATES**

7.1. Authorization

The Corporation may issue shares of stock authorized by and in accordance with its Articles of Incorporation, as same may be amended from time to time, and none other. Shares may be issued originally only pursuant to a resolution adopted by the Board of Directors. No shares may be validly issued or transferred in violation of any provision of these Bylaws or in violation of any agreement, to which the Corporation is a party, respecting the issuance or transfer of shares.

7.2. Issuance

Every holder of shares in the Corporation shall be entitled to have a certificate representing all shares to which that holder is entitled. No certificate shall be issued for any share until such share is fully paid.

7.3. Signatures

Certificates representing shares in this Corporation shall be signed by the President or Vice-President or by such other officers as may be designated from time to time by the Board of Directors and may be sealed with the seal of the Corporation or a facsimile thereof. The signatures of the President or Vice-President or other designated officer may be facsimiles if the certificate is manually signed on behalf of a transfer agent or a registrar other than the Corporation or an employee of the Corporation.

7.4. Form

Each certificate representing shares shall state upon the face thereof: the name of the Corporation; that the Corporation is organized under the laws of Nevada; the name of the person or persons to whom issued; the number and class of shares and the designation of the series, if any, which such certificate represents; and the par value of each share represented by such certificate or a statement that the shares are without par value.

7.5. Transfer of Stock

The Corporation shall cancel stock certificates presented to it for transfer and issue and register a new certificate or certificates in the name of a qualified transferee of such shares, if the certificate is properly endorsed by the holder of record or by his duly authorized attorney; provided, however, that the Corporation or its transfer agent may establish other reasonable requirements for transfer, including but not limited to the guarantee of the transferor's signature by a commercial bank or trust company or by a member of the New York Stock Exchange or of the American Stock Exchange.

7.6. Lost, Stolen, or Destroyed Certificates

The Corporation shall issue a new stock certificate duplicating any certificate previously issued, if the holder of record of the certificate: (i) submits proof in affidavit form that it has been lost, destroyed, or wrongfully taken; (ii) requests the issuance of a new certificate, before the Corporation has notice that the certificate has been acquired by a purchaser for value in good faith and without notice of any adverse claim; (iii) gives bond, in such form as the Corporation may direct, to indemnify the Corporation, the transfer agent, and the registrar against any claim that may be made on account of the alleged loss, destruction, or theft of such certificate; and (iv) satisfies any other reasonable requirements imposed by the Corporation.

## ARTICLE VIII

### BOOKS AND RECORDS

#### 8.1. Books and Records

8.1.1. The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its shareholders, Board of Directors, and committees of Directors.

8.1.2. The Corporation shall keep, at its registered office or principal place of business or at the office of its transfer agent or registrar, a record of its shareholders, giving the names and addresses of all shareholders, and the number, class, and series, if any, of the shares held by each.

8.1.3. Any books, records, and minutes may be in written form or in any other form capable of being converted into written form within a reasonable time.

#### 8.2. Shareholders' Inspection Rights

Shareholders of record shall have the right to examine and make extracts from the books and records of the Corporation to the extent provided in Section 78.257 of the Nevada Revised Statutes.

#### 8.3. Financial Information

8.3.1. Unless modified by resolution of the shareholders not later than four (4) months after the close of each fiscal year, the Corporation shall prepare a balance sheet showing in reasonable detail the financial condition of the Corporation as of the close of its fiscal year, and a profit and loss statement showing the results of the operations of the Corporation during its fiscal year.

8.3.2. Upon the written request of any shareholder or holder of voting trust certificates for shares of the Corporation, the Corporation shall mail to such shareholder or holder of voting trust certificates a copy of the most recent balance sheet and profit and loss statement.

8.3.3. The balance sheets and profit and loss statements shall be filed in the registered office of the Corporation in Nevada, shall be kept for at least five (5) years, and shall be subject to inspection during business hours by any shareholder or holder of voting trust certificates, in person or by agent.

## ARTICLE IX INDEMNIFICATION

Each person (including here and hereinafter, the heirs, executors, administrators, or estate of such person): (i) who is or was a Director or officer of the Corporation; (ii) who is or was an agent or employee of the Corporation other than an officer and as to whom the Corporation has agreed to grant such indemnity; or (iii) who is or was serving at the request of the Corporation as its representative in the position of a Director, officer, agent or employee of another corporation, partnership, joint venture, trust or other enterprise and as to whom the Corporation has agreed to grant such indemnity; shall be indemnified by the Corporation as of right to the fullest extent permitted or authorized by current or future legislation or by current or future judicial or administrative decision, against any fine, liability, cost or expense, including attorneys' fees, asserted against him or incurred by him in his capacity as such Director, officer, agent, employee, or representative, or arising out of his status as such Director, officer, agent, employee or representative. The foregoing right of indemnification shall not be exclusive of other rights to which those seeking an indemnification may be entitled. The Corporation may maintain insurance, at its expense, to protect itself and any such person against any such fine, liability, cost or expense, whether or not the Corporation would have the legal power to directly indemnify him against such liability.



**ARTICLE X  
APPLICABLE LAW**

These Bylaws shall be construed and enforced in accordance with the laws of the State of Nevada. All references in these Bylaws to Chapter 78 of the Nevada Revised Statutes and to Sections thereof shall refer to such Sections as same may be amended from time to time; however, in the event any amendment thereto is not required to be retroactively applied to the Corporation, the Board of Directors may elect to continue to comply with the provisions theretofore in effect or to comply with the provisions as amended.

In the event all the shareholders enter into an agreement under the provisions of Chapter 78 of the Nevada Revised Statutes, any provisions of that agreement, which by the terms of the agreement are intended to supersede provisions of these Bylaws that are inconsistent therewith, as well as provisions of the Articles of Incorporation, shall govern and shall supersede these Bylaws.

**ARTICLE X  
AMENDMENT**

These Bylaws may be repealed or amended, and new Bylaws may be adopted, by either the Board of Directors or the shareholders, but the Board of Directors may not amend or repeal any Bylaw adopted by shareholders if the shareholders specifically provide that such Bylaw is not subject to amendment or repeal by the Directors.

APPROVED AND ADOPTED this 4th day of May, 2016.

/s/William Mandel

\_\_\_\_\_  
President

CERTIFICATE OF PRESIDENT

I hereby certify that I am the President of Kelvin Medical, Inc. and that the foregoing Bylaws, consisting of 11 pages, constitute the Bylaws of Kelvin Medical, Inc., as duly adopted at a regular meeting of the Board of Directors of the corporation held on the 4th day of May, 2016.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 4th day of May, 2016 .

/s/William Mandel

\_\_\_\_\_  
President, Director



Sharon D. Mitchell, Attorney at Law  
SD Mitchell & Associates, PLC  
829 Harcourt Rd. · Grosse Pointe Park, Michigan 48230  
57492 Onaga Trail · Yucca Valley, California 92284  
(248) 515-6035 (Telephone) · (248) 751-6030 (Facsimile) · sharondmac2013@gmail.com

29 July 2016

Mr. William Mandel  
President/Chief Executive Officer  
Kelvin Medical, Inc.  
10930 Sky ranch Place  
Nevada City, California 95959

Re: Form S-1 Registration Statement

Dear Mr. Mandel:

You have requested that I furnish you my legal opinion with respect to the legality of the following described securities of Kelvin Medical, Inc. (the "Company") covered by a Form S-1 Registration Statement ("Registration Statement"), filed with the Securities and Exchange Commission for the purpose of registering such securities under the Securities Act of 1933:

1. 30,000,000 shares of Kelvin Medical, Inc. Common Stock, \$0.001 par value ("Shares") offered for sale by the Company; and
2. 3,000,000 shares of Kelvin Medical, Inc. Common Stock, \$0.001 par value ("Shares") offered for sale by a Shareholder

In connection with this opinion, I have examined the corporate records of the Company, including the Company's Certificate of Incorporation, Bylaws, and the Registration Statement and Prospectus, as well as such other documents and records as I deemed relevant in order to render this opinion. In my examination, I have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to me as originals, the conformity to original documents of all documents submitted to me as certified, conformed, photostatic or facsimile copies and the authenticity of the originals of such copies.

Based on the forgoing, and in reliance thereon, and subject to the qualification and limitations set forth below, I am of the opinion that the Company is duly organized in the State of Nevada, validly existing and in good standing as a corporation under the laws of the State of Nevada.

---

Mr. William Mandel  
Kelvin Medical, Inc.  
Re: S-1 Registration Statement  
29 July 2016  
Page 1 or 2

It is my opinion that all of the 30,000,000 shares of the Common Stock offered for sale by the Company, and described in the S-1 Registration Statement, will be, when sold, duly authorized, validly issued, fully paid and non-assessable under the laws of the State of Nevada. It is my further opinion that all of the 3,000,000 shares of the Common Stock offered for sale by the selling Shareholder, and described in the S-1 Registration Statement have been duly authorized, validly issued, fully paid and non-assessable under the laws of the State of Nevada.

Nothing herein shall be deemed to relate to or to constitute an opinion concerning any matters not specifically set forth above. The foregoing opinions relate only to the matters of the internal law of the State of Nevada without reference to conflict of laws and to matters of federal law, and I do not purport to express any opinion on the laws of any other jurisdiction.

I do hereby consent to the filing of this opinion with the Securities and Exchange Commission as an exhibit to the Registration Statement and further consent to statements made therein regarding the use of my name under the heading "Legal Matters" in the Prospectus constituting a part of the Registration Statement.

With best regards,

/s/Sharon D. Mitchell  
Sharon D. Mitchell

---



## PATENT LICENSE AGREEMENT

**THIS AGREEMENT OF THE LICENSE OF INTELLECTUAL PROPERTY (the "Agreement")** as described by US Patent Number: PCT/US11/39860, is entered into on the 10th<sup>th</sup> day of May, 2016 (the "Effective Date"), by and between:

**Oasis Medical Solutions**, a sole proprietorship organized and existing under the laws of the State of California (hereinafter referred to as the "**Licensor**"); and

**Kelvin Medical, Inc.** a corporation organized and existing under the laws of the State of Nevada (hereinafter referred to as the "**Licensee**").

**Background**. Licensor desires to grant to Licensee and Licensee desires to accept an exclusive license of the Patent for the building of, and use of, machines incorporating the Patent's technology under the terms and conditions described below.

**NOW, THEREFORE**, in consideration of mutual promises, covenants and undertakings contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, Licensor and Licensee hereby agree as follows:

### RECITALS

**WHEREAS**, LICENSOR has acquired and is the proprietary owner of certain rights, titles and interest in and to technology and information which it owns, or lawfully possesses for itself or holds valid licenses from others, which it considers highly proprietary (the "CONFIDENTIAL INFORMATION") regarding certain technology, and has developed and is the proprietary owner of certain patented processes along with certain rights, titles and interests in and to the technology and information which it owns, or lawfully possesses; and

**WHEREAS**, LICENSOR is the holder, via assignment from the inventor, William R. Mandel of the U.S. Patent Number: PCT/US11/39860 on “APPARATUS FOR THERAPEUTIC COOLING AND WARMING OF A BODY PORTION OF A HUMAN OR MAMMAL” (the “Patent,” “Medical Device”) that, among other things, warms and cools portions of the human or mammal body”; and

**WHEREAS**, Licensor hereby grants to Licensee the exclusive right and license (the “License”) to manufacture, build, use, lease and/or sell incorporating any or all of the Patent technology (“Machines”), subject to the following and the other terms and conditions of this Agreement:

**1. Limitation on Transfer .**

- (a) The License and other rights and obligations granted herein may not be transferred, in whole or in part, by Licensee without the prior written permission of Licensor. Each permitted transfer of the License is expressly conditioned upon the transferee entering into a License Agreement with Licensor in a form acceptable to Licensor.
- (b) The Licensee has no right to grant a sublicense under this Agreement.
- (c) Exclusive, Non-Territorial License. The License granted herein shall be exclusive and shall extend throughout the United States and internationally.

**2. Ownership .**

Licensee agrees that the ownership of the Patent and the goodwill relating thereto, and any associated improvements, whether developed by Licensor or Licensee, or both parties jointly, shall remain vested in Licensor both during the Term of this Agreement and thereafter, and Licensee further agrees never to challenge, contest or question the validity of Licensor’s ownership of the Patent or any associated registrations therewith. It is acknowledged and agreed that the Patent is protected by United States Patent Law and International Treaty provisions, as well as other intellectual property laws and treaties, to which the Licensee will comply. Licensee agrees to inform Licensor of any potential infringements of the Patent which come to Licensee’s attention and furthermore will defend the integrity of the patent to the best of the Licensee’s ability. Licensor warrants to the Licensee to maintain the Patent through necessary reporting and by making monetary payments as needed throughout the term of this agreement.

3. **License Fees** . As consideration for the exclusive License granted, Licensee shall pay to Licensor the following fees (the "License Fees"):

- (a) an ongoing maintenance fee of \$500 per month plus an additional annual fee of \$1000.
- (b) royalty fees of 6% per Machine sold or leased under this License, payable within thirty (30) days of agreement reached with the customer/lessee. Payments can be grouped on a monthly occurring basis.
- (c) this License shall be considered null and void if production is not obtained within a 5-year period of the date stated above and the License, and all rights thereunder, will return to the Licensor.

Upon the written request of Licensor, Licensor shall have the right to audit the books and records of Licensee to determine the accuracy of the License Fee payments. Licensee shall promptly pay to Licensor the amount of any underpayment, if any, owed to Licensor as shown by the audit report (or by any other relevant information presented by Licensor). The cost of any audit shall be borne by Licensor, but if any such audit shows a discrepancy of at least five percent (5%) in an amount underpaid to Licensor (for any reason), Licensee shall reimburse Licensor for all costs and expenses of such audit in addition to paying Licensor the underpaid amount.

4. **Term** . The term of this Agreement shall be for 15 years, but will not extend beyond the full term of the Patent. Within a year from the ending of the patent term, parties may negotiate an ongoing arrangement. Upon expiration or termination of this Agreement, the License rights of Licensee hereunder shall terminate and cease, Licensee shall cease all manufacturing activity utilizing the Patent, Licensee shall not be permitted to use, sell or lease any Machines in its possession without written permission from Licensor and payment in advance of the applicable License Fees, and all License Fees and other amounts due hereunder shall become immediately due and payable to Licensor. Expiration or termination of the Agreement shall not relieve Licensee of its obligations to account for, and make payments to, Licensor of all amounts owed under this Agreement.

5. **Default and Termination** .

- (a) Licensor may terminate this Agreement at any time upon written notice to Licensee in the event that:
  - (i) Licensee fails to make any payment of money owed to Licensor for a period of ten (10) days after written notice of such failure from Licensor; or
  - (ii) Licensee defaults on any other material obligation under this Agreement, and such default is not fully cured within sixty (60) days after Licensor gives written notice of such default to Licensee.
- (b) In the event that Licensor breaches or violates any term of this Agreement or there is any defect or other problem with the Patent or Machines, and Licensor fails to cure such breach or problem within sixty (60) days of written notice thereof from Licensee, then Licensee may terminate this Agreement upon written notice to Licensor.



**6. Confidential Information.** Prior to and during the course of performing under this Agreement, Licensee may acquire, receive or discover, confidential or proprietary information concerning the Patent, Licensor, the Machines or other equipment employing the Patent technology, and other associated products, including, without limitation, marketing and business data, plans, methods, know-how, technical and cost information, client/customer lists, financial information, statements and data, trade secrets and proprietary rights related thereto, including intellectual property rights, and all information not readily known to the public and protected as confidential (collectively, "Confidential Information"). Licensee agrees to treat all Confidential Information as strictly confidential and not to disclose any Confidential Information to any third party without the prior written consent of Licensor, unless otherwise required by law. If Licensee is required by law to disclose any Confidential Information, Licensee shall, prior to such disclosure, first notify Licensor in writing of the disclosure requirement, the particular Confidential Information Licensee intends to disclose, the intended recipient and the intended date of disclosure, which shall not be less than twenty (20) days from the date of such written notice.

**7. Remedies .** Without prejudice to the rights and remedies otherwise available to Licensor and/or Licensee, it is understood and agreed that money damages would not be a sufficient remedy for breach of the terms and conditions of this Agreement, and that the non-breaching party shall be entitled to equitable relief by way of preliminary and/or permanent injunction or specific performance if a party breaches or threatens to breach any of the provisions of this Agreement. If any provision of this Agreement is determined to be unreasonable and unenforceable, such provision shall be deemed to be modified only to the extent necessary to make it reasonable and enforceable.

**8. No Warranty .** LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT, THE CONFIDENTIAL INFORMATION, THE LICENSE, THE PATENT, THE ORIGINALITY THEREOF OR WHETHER THE PATENT INFRINGES ON ANY OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION. IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER FORESEEABLE OR NOT (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS, OR CONSEQUENTIAL OR SPECIAL DAMAGES), ARISING OUT OF THE USE OR PERFORMANCE, OR INABILITY TO USE, THE PATENT, THE LICENSE OR THE MACHINES OR ANY DAMAGES OR SETTLEMENT PAYMENTS REQUIRED OR MADE BY LICENSEE ARISING FROM THE USE OF THE PATENT, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LICENSOR'S LIABILITY HEREUNDER, FOR ANY REASON, EXCEED THE TOTAL FEES PAID BY LICENSEE TO LICENSOR HEREUNDER DURING THE PRIOR TWELVE (12) MONTH PERIOD.

**9. Inspection.** Throughout the term of this Agreement, Licensee shall permit Licensor, upon reasonable prior notice, full and free access to all premises of Licensee to inspect the Machine(s) and Licensee's manufacturing thereof, and to ensure compliance with the terms and conditions of this Agreement.

**10. Indemnity.** Licensee hereby assumes all responsibility for and agrees to indemnify, defend and hold harmless Licensor from and against any and all damages, losses, claims, suits or other expenses whatsoever arising out of Licensee's promotion, advertising, manufacturing, assembly, use, lease or sale of goods, machinery, equipment and/or services under the Patent, under this License, or incorporating any Patent technology, including (without limitation) Licensor's reasonable attorneys' fees.

**10.1 Approval of Manufacturer .** Licensor reserves the right to approve the manufacturer prior to the start of any manufacture or servicing under the Patent.

**11. Miscellaneous.**

11.1 This Agreement constitutes the entire understanding between the parties, and no modifications or alterations thereof shall be effective unless in writing and duly executed by both Licensor and Licensee. Section headings are for ease of reference only, shall not be considered part of this Agreement and shall not limit or define the meaning of any provision. As used herein, the word "including" is intended to be exemplary and inclusive of the word or phrase it modifies, and not exclusive or limiting.

11.2 This Agreement shall be construed in accordance with the laws of the state of California, notwithstanding any conflict of laws or rules. Both Licensor and Licensee agree that any litigation arising under, out of, or related to this Agreement shall be brought exclusively in the state or federal courts having jurisdiction in Nevada County, California, by non-jury trial. The Licensee recognizes that immediate and irreparable damage will result to Licensor if the Licensee breaches any of the terms and conditions in this Agreement, and, accordingly, the Licensee hereby consent to the entry by any court of competent jurisdiction of any injunction or court order (both preliminarily and/or permanent) to restrain any such breach, in addition to any other remedies or claims for money damages which Licensor may seek. Any costs or expenses, including (without limitation) reasonable attorneys' fees, incurred by Licensor to enforce this Agreement shall be paid to Licensor by Licensee.

**11.3** This Agreement may be executed in any number of identical counterparts, and each such counterpart may be deemed a duplicate original hereof. This Agreement shall be binding upon and shall inure to the benefit of the successors, permitted assigns and legal representatives of Licensor and Licensee.

**11.4** Except as may be otherwise provided, all notices and other communications required or permitted to be given pursuant hereto shall be in writing and shall be valid and sufficient if dispatched by hand delivery or by Registered or Certified Mail, postage prepaid, and addressed to the party at the address set forth on the first page of this Agreement, or at such new address as may hereinafter be provided in writing.

**11.5** This Agreement does not create a partnership, agency, joint venture, employment or any other relationship other than a license. Neither Licensee nor Licensor is, and neither Licensee nor Licensor shall hold itself out as, an agent, legal representative, partner, subsidiary, joint venture, employee, franchiser or franchisee of the other.

**11.6** Neither the execution and delivery by the Licensor of this Agreement nor the consummation by the Licensor of the transactions contemplated hereby will (a) violate any provision of the Articles of Kelvin Medical, Inc. (b) conflict with or violate any statute, law, regulation, rule, order, judgment or decree of any court or Governmental Authority binding upon or applicable to the Licensor. The Licensor is not a party to, nor is it bound by, and is not subject to, any agreement or commitment that prohibits the execution and delivery by the Licensee of this Agreement or the consummation of the transactions contemplated hereby.

**11.7** No action, suit, audit, or to the best knowledge of the Licensor no proceeding or investigation, by or before any court or governmental or other regulatory or administrative agency or commission is currently pending or, to the Best Knowledge of the Licensor threatened, against, involving or arising in connection with the Licensor's Patent or that questions or challenges the validity of this Agreement or any action taken or to be taken by the Licensor pursuant to this Agreement.

**11.8** The Licensee has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action required by law, the Licensee's Articles of Incorporation, or otherwise to be taken by the Licensee to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

**11.9** Neither the execution and delivery by the Licensee of this Agreement nor the consummation by the Licensee of the transactions contemplated hereby, will (a) violate any provisions of the Articles of Incorporation of the Licensee; (b) conflict with or violate any statute, law, regulation, rule, order, judgment or decree of any court or Governmental Authority binding upon or applicable to the Licensee or by which the property or assets of the Licensee are bound or affected.

**12.           Protection of the Licensor's Rights .** Licensee shall promptly inform Licensor in writing of any act of infringement, unauthorized use, piracy or misappropriation of, or breach of any confidentiality agreement pertaining to, or in any way affecting, the Licensed Property, or any Enhancements thereto, that is discovered by Licensee or is otherwise brought to its attention. Each party shall promptly inform the other party in writing of any notice of claim or action, or any threatened claim or action, against either party by any third person arising out of in any way related to the Licensed Patent

**13. Notices.** All notices, request, demands and other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed delivered (i) on the date of delivery when delivered by hand; (ii) on the date of transmission when sent by facsimile transmission during normal business hours with telephone confirmation of receipt; (iii) on the next business day after transmission when sent by facsimile transmission after normal business hours; (iv) two (2) days after dispatch when sent by a reputable courier service that maintains records of receipt or (v) five (5) days after dispatch when sent by registered mail, postage prepaid, return=receipt requested; provided that, in any such case, such communication is addressed provided below:

If to Licensor:

Oasis Medical Solutions  
10930 Skyranch Place  
Nevada City, California 95959

And if to Licensee:

Kelvin Medical, Inc.  
Post Office Box 1925  
Nevada City, California 95959

Or to such other address as any party shall have designated by notice in the foregoing manner to the other parties.

**14. Compliance with Laws .** In connection with the License granted herein and the consummation of the transactions contemplated hereby and the performance by a party of its obligations hereunder, each of the Licensor and the Licensee shall comply with all applicable laws, requirements, rules, regulations and standards of Governmental Authorities of any pertinent jurisdiction so that neither of the parties shall be subject to any fines or penalties; or violate any laws or regulations affecting the lease, license and sale of the Patents contemplated herein.

**15. Authority to Contract and Perform.** Both Licensor and Licensee represents that they each respectively have full right and authority to enter into this Agreement and to perform its obligations and that it has not made and will not make any contract or commitment contrary to the terms of this Agreement.

**16. Ethics and Compliance with Law.** Both Licensor and Licensee covenant each with the other, that they will maintain the highest ethical business standards and avoid and refrain from being involved in any activities which may in any manner disparage the Licensor's or Licensee's Products. Furthermore, in the conduct of its business, both Licensor and Licensee will comply with all applicable Federal, State and local laws, rules and regulations.

17. **Binding Effect.** This Agreement binds and insures the benefit of the parties hereto, their respective heirs, representatives, successors or assigns.
18. **Waiver.** Neither modification of this Agreement nor any waiver of any term or condition hereof shall be effective unless it is in writing and signed by the parties hereto. If either party fails to meet the requirements of any term of this Agreement or waives any breach hereunder, that failure or waiver will neither prevent a subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.
19. **Partial Invalidity.** In the event of the determination that any terms, covenant or condition of this Agreement is of no force or effect, the remaining terms, conditions or covenants contained herein shall not be affected thereby, and the obligations of the parties hereto with respect to the performance of the remaining terms, covenants and conditions shall continue in full force and effect.
20. **Execution in Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
21. **Amendment .** This Agreement may only be modified, supplemented or amended by a written instrument executed by the parties to it.
22. **Conditions Precedent .** Each and every provision of this Agreement shall be contingent and become effective only upon the execution and delivery of the Intellectual Property hereinabove described.
23. **Cooperation .** Each party shall cooperate reasonably with the other in preparing and filing all notices, applications, reports and other instruments and documents which are required by any statute, rule, regulation or order of any Governmental Authority in connection with the transactions contemplated by this Agreement, including the Private Label of the licensed Product with the FDA.
- 23.1 Licensee agrees not to use or exploit Licensor's Patent in a manner that can be reasonably foreseen to bring it into disrepute or materially diminish the value of exploiting such Patent in connection with the marketing, promotion, distribution, sale, licensing or use of the Patent.

**IN WITNESS WHEREOF** , Licensor and Licensee have executed this Agreement on the date first written above.

OASIS MEDICAL SOLUTIONS (Licensor):

/s/Margaret V. Austin

\_\_\_\_\_  
Margaret V. Austin Ph.D.  
Owner of Oasis Medical Solutions

KELVIN MEDICAL, INC. (Licensee):

/s/William R. Mandel

\_\_\_\_\_  
William R. Mandel  
President



## AGREEMENT FOR MANAGEMENT SERVICES

**AGREEMENT FOR MANAGEMENT SERVICES** ("Agreement"), entered into and effective as of May 15, 2016 between Kelvin Medical Incorporated ("Company"), and William Mandel ("Manager").

### **1. Services, Duties and Acceptance**

1.1 Company hereby engages the Manager for the Term (as defined in Section 2 hereof) to render services in an executive capacity to Company and to the subsidiaries of Company engaged in business with and in connection with the Company and to devote his best efforts to the affairs of the Company and to perform such duties as Manager as he shall reasonable be directed to perform by officers of the Company.

1.2 Manager hereby accepts such contract for services and agrees to render such services as described herein. During the term of his contract, Manager will not render any services for others that will, or potentially could, conflict with the business of the Company, nor will Manager conduct any business or for Manager's own account, which could conflict with the business of the Company, nor will Manager render any services to any supplier or significant customer of Company outside of the duties expresses herein.

1.3 Manager's duties includes some, but not all, of the following: Manager shall act as President of the Company and will oversee the day to day running of the Company, the managing of any hired Managers, the filing of public documents for the purpose of compliance with regard to running a public company, travel from time to time as is necessary, and any other duty required of Manager to insure that the Company runs smoothly.

### **2. Term of Agreement**

2.1 The term of Manager's contract for services pursuant to this Agreement (the "Term") shall begin on May 15, 2016, and shall be for a term of twelve months, which may be renewable for six months, upon mutual agreement and subject to the provisions of Article 4 of this Agreement providing for earlier termination of Manager's employment in certain circumstances.

### **3. Compensation**

3.1 As compensation for all services rendered pursuant to this Agreement, Company shall issue Manager a signing bonus of 30,000,000 shares of the Company's Common Stock. There shall be \$1,000 monthly cash consideration.

3.2 Company shall pay or reimburse Manager for all necessary and reasonable expenses incurred or paid by Manager in connection with the performance of services under this Agreement upon presentation of expense statements or vouchers or such other supporting information as it from time to time requests evidencing the nature of such expense, and, if appropriate, the payment thereof by Manager, and otherwise in accordance with Company procedures from time to time in effect. Manager shall request authorization from the Board for expenses over \$500.00.

3.3 During the Term, Manager shall be entitled to participate in any group insurance, qualified pension, hospitalization, medical health and accident, disability, or similar plan or program of the Company now existing or hereafter established to the extent that he is eligible under the general provisions thereof. Notwithstanding anything herein to the contrary, however, Company shall have the right to amend or terminate any such plans or programs at its discretion.



#### 4. Termination

**4.1 Disability.** If Manager shall be prevented from performing Manager's usual duties for a period of 3 consecutive months, or for shorter periods aggregating more than 4 months in any 12 month period by reason of physical or mental disability, total or partial, (herein referred to as "disability"), Company shall nevertheless continue to pay full salary up to and including the last day of the third consecutive month of disability, or the day on which the shorter periods of disability shall have equaled a total of 4 months, but Company may at any time or times on or after such last day (but before the termination of such disability), elect to terminate this Agreement upon written notice to Manager, effective on such 1st day, without further obligation or liability to Manager, except for any compensation accrued hereunder but not yet paid. If Company does not so elect, this Agreement shall remain in full force and effect, except that Company shall not be obligated to pay any compensation set forth in Article 3 hereof to Manager during the remaining period of disability.

**4.2 Death.** In the event of Manager's death during the Term, this Agreement shall automatically terminate, except that (a) Manager's estate shall be entitled to receive the compensation provided for hereunder to the last day of the month in which Manager's death occurs; and (b) such termination shall not affect any amounts payable as insurance or other death benefits under any plans or arrangements then in force or effect with respect to Manager.

**4.3 Specified Cause.** Company may at any time during the Term, by notice, terminate the employment of Manager for malfeasance, misfeasance, or nonfeasance in connection with the performance of Manager's duties, the cause to be specified in the notice of termination. Without limiting the generality of the foregoing, the following acts during the Term shall constitute grounds for termination of employment hereunder:

**4.3.1** Any willful and intentional act having the effect of injuring the reputation, business, business relationships of Company or its affiliates;

**4.3.2** Conviction of or entering a plea of nolo contendere to a charge of a felony or a misdemeanor involving moral turpitude;

**4.3.3** Material breach of covenants contained in this Agreement; and

**4.3.4** Repeated or continuous failure, neglect, or refusal to perform Manager's duties hereunder.

#### 5. Protection of Confidential Information

**5.1** In view of the fact that Manager's work as an Manager of Company will bring Manager into close contact with many confidential affairs of the Company and its affiliates, including matters of a business nature, such as information about costs, profits, markets, sales, and any other information not readily available to the public, and plans for future developments, Manager agrees:

**5.1.1** To keep secret all confidential matters of Company and its affiliates and not to disclose them to anyone outside of Company, either during or after Manager's employment with Company, except with Company's written consent; and

**5.1.2** To deliver promptly to Company on termination of Manager's employment by Company, or at any time Company may so request, all memoranda, notes, records, reports, and other documents (and all copies thereof) relating to Company's and its affiliates' businesses which Manager may then possess or have under the Manager's control.

## **6. Ownership of Results of Services:**

**6.1** Company shall own, and Manager hereby transfers and assigns to it, all rights of every kind and character throughout the work, in perpetuity, in and to any material and/or ideas written, suggested, or submitted by Manager hereunder and all other results and proceeds of Manager's services hereunder, whether the same consists of literary, dramatic, mechanical or any other form of works, themes, ideas, creations, products, or compositions. Manager agrees to execute and deliver to Company such assignments or other instruments as Company may require from time to time to evidence its ownership of the results and proceeds of Manager's services.

## **7. Notices:**

**7.1** All notices, requests, consents and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or sent by prepaid telegram, or mailed first-class, postage prepaid, as follows:

To Manager:

William Mandel

10930 Sky ranch Place Nevada City, CA 95959

To Company:

Kelvin Medical Inc.

10930 Sky ranch Place Nevada City, CA 95959

or as such other addresses as either party may specify by written notice to the other as provided in this Section 7.1.

## **8. General**

**8.1** It is acknowledged that the rights of Company under this Agreement are of a special, unique, and intellectual character which gives them a peculiar value, and that a breach of any provision of this Agreement (particularly, but not limited to, the exclusivity provisions hereof and the provisions of Article 5 hereof), will cause Company irreparable injury and damage which cannot be reasonably or adequately compensated in damages in an action at law. Accordingly, without limiting any right or remedy which Company may have in the premises, Manager specifically agrees that Company shall be entitled to seek injunctive relief to enforce and protect its rights under this Agreement.

**8.2** This Agreement sets forth the entire agreement and understanding of the parties hereto, and supersedes all prior agreements, arrangements, and understandings. Nothing herein contained shall be construed so as to require the commission of any act contrary to law and wherever there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation, the latter shall prevail, but in such event the provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements. Without limiting the generality of the foregoing, in the event that any compensation or other monies payable hereunder shall be in excess of the amount permitted by any such statute, law, ordinance, or regulation, payment of the maximum amount allowed thereby shall constitute full compliance by Company with the payment requirements of this Agreement.

**8.3** No representation, promise, or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise, or inducement not so set forth. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

**8.4** The provisions of this Agreement shall inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and assigns. This Agreement, and Manager's rights and obligations hereunder, may not be assigned by Manager. Company may assign its rights, together with its obligations, hereunder in connection with any sale, transfer or other disposition of all or substantially all of its business and assets. Company may also assign this Agreement to any affiliate of Company; provided, however, that no such assignment shall (unless Manager shall so agree in writing) release Company of liability directly to Manager for the due performance of all of the terms, covenants, and conditions of this Agreement to be complied with and performed by Company. The term "affiliate", as used in this agreement, shall mean any corporation, firm, partnership, or other entity controlling, controlled by or under common control with Company. The term "control" (including "controlling", "controlled by", and "under common control with"), as used in the preceding sentence, shall be deemed to mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such corporation, firm, partnership, or other entity, whether through ownership of voting securities or by contract or otherwise.

**8.5** This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms or covenants hereof may be waived, only by a written instrument executed by both of the parties hereto, or in the case of a waiver, by the party waiving compliance. The failure of either party at any time or times to require performance of any provisions hereof shall in no manner affect the right at a later time to enforce the same. No waiver by either party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any other term or covenant contained in this Agreement.

**8.6** This Agreement shall be governed by and construed according to the laws of the State of Nevada applicable to agreements to be wholly performed therein.

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

Kelvin Medical Inc.

/s/William Mandel

\_\_\_\_\_  
By: William Mandel

Date: May 15, 2016



## AGREEMENT TO SERVE AS CHAIRMAN OF THE BOARD

**AGREEMENT TO SERVE AS CHAIRMAN OF THE BOARD** ("Agreement"), entered into and effective as of May 15, 2016 between Kelvin Medical, Inc. ("Company"), and Margaret Austin, PhD ("Austin").

### **1. Services, Duties and Acceptance**

1.1 Company hereby engages Dr. Austin for the Term (as defined in Section 2 hereof) to act as Chairman of the Board and to devote her best efforts to the affairs of the Company and to perform such duties as Dr. Austin is required to fulfill her role as Chairman of the Board.

1.2 Dr. Austin hereby accepts such contract for services and agrees to render such services as described herein. During the term of her contract, Dr. Austin will not render any services for others that will, or potentially could, conflict with the business of the Company, nor will Dr. Austin conduct any business or for Dr. Austin's own account, which could conflict with the business of the Company, nor will Dr. Austin render any services to any supplier or significant customer of Company outside of the duties expressed herein.

1.3 Dr. Austin's duties includes some, but not all, of the following: Dr. Austin shall act as Chairman of the Board of Directors of the Company and will oversee all Board Meetings and review all corporate documents, contracts and filings as required by the Company's management. Further Dr. Austin may be required to travel from time to time as is necessary, and undertake any other duty required of Dr. Austin to insure that the Company runs smoothly.

### **2. Term of Agreement**

2.1 The term of Dr. Austin's contract for services pursuant to this Agreement (the "Term") shall begin on May 15, 2016, and shall be for a term of twelve months, which may be renewable for six months, upon mutual agreement.

### **Compensation**

3.1 As compensation for all services rendered pursuant to this Agreement, Company shall issue Dr. Austin a signing bonus of 30,000,000 shares of the Company's Common Stock.

3.2 Company shall pay or reimburse Dr. Austin for all necessary and reasonable expenses incurred or paid by Manager in connection with the performance of services under this Agreement upon presentation of expense statements or vouchers or such other supporting information as it from time to time requests evidencing the nature of such expense, and, if appropriate, the payment thereof by Dr. Austin, and otherwise in accordance with Company procedures from time to time in effect. Dr. Austin shall request authorization from the Board for expenses over \$500.00.

### **4. Protection of Confidential Information**

4.1 In view of the fact that Dr. Austin's work as Chairman of the Board of Directors of Company will bring Dr. Austin into close contact with many confidential affairs of the Company and its affiliates, including matters of a business nature, such as information about costs, profits, markets, sales, and any other information not readily available to the public, and plans for future developments, Dr. Austin agrees:

4.1.1 To keep secret all confidential matters of Company and its affiliates and not to disclose them to anyone outside of Company, either during or after Dr. Austin's service with the Company, except with the Company's written consent; and

4.1.2 To deliver promptly to the Company on termination of Austin's service by the Company, or at any time the Company may so request, all memoranda, notes, records, reports, and other documents (and all copies thereof) relating to the Company's and its affiliates' businesses which Dr. Austin may then possess or have under Dr. Austin's control.

**5. Notices:**

**5.1** All notices, requests, consents and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or sent by prepaid telegram, or mailed first-class, postage prepaid, as follows:

To Dr. Austin:  
Margaret Austin  
10930 Sky ranch Place  
Nevada City, CA 95959

To Company:

Kelvin Medical Inc.  
10930 Sky ranch Place  
Nevada City, CA 95959

or as such other addresses as either party may specify by written notice to the other as provided in this Section 7.1.

**6. General**

**6.1** It is acknowledged that the rights of Company under this Agreement are of a special, unique, and intellectual character which gives them a peculiar value, and that a breach of any provision of this Agreement (particularly, but not limited to, the exclusivity provisions hereof and the provisions of Article 5 hereof), will cause the Company irreparable injury and damage which cannot be reasonably or adequately compensated in damages in an action at law. Accordingly, without limiting any right or remedy which the Company may have in the premises, Dr. Austin specifically agrees that Company shall be entitled to seek injunctive relief to enforce and protect its rights under this Agreement.

**6.2** This Agreement sets forth the entire agreement and understanding of the parties hereto, and supersedes all prior agreements, arrangements, and understandings. Nothing herein contained shall be construed so as to require the commission of any act contrary to law and wherever there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation, the latter shall prevail, but in such event the provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements. Without limiting the generality of the foregoing, in the event that any compensation or other monies payable hereunder shall be in excess of the amount permitted by any such statute, law, ordinance, or regulation, payment of the maximum amount allowed thereby shall constitute full compliance by Company with the payment requirements of this Agreement.

**6.3** No representation, promise, or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise, or inducement not so set forth. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

**6.4** This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms or covenants hereof may be waived, only by a written instrument executed by both of the parties hereto, or in the case of a waiver, by the party waiving compliance. The failure of either party at any time or times to require performance of any provisions hereof shall in no manner affect the right at a later time to enforce the same. No waiver by either party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any other term or covenant contained in this Agreement.

**6.5** This Agreement shall be governed by and construed according to the laws of the State of Nevada applicable to agreements to be wholly performed therein.

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

Kelvin Medical Inc.

/s/William Mandel

\_\_\_\_\_  
By: William Mandel, President

Margaret V. Austin, PhD

/s/Margaret Austin

\_\_\_\_\_  
By: Margaret Austin, PhD

Date: May 15, 2016





## CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is entered into this 1st day of June 2016, by and between Kelvin Medical, Inc., a corporation organized under the laws of the State of Nevada, whose address is, 10930 Skyranch Place, Nevada City, California 95959 (hereinafter referred to as the "Company"), and S-1 Services LLC, a Michigan limited liability corporation whose address is 825 Harcourt Rd., Grosse Pointe Park, Michigan 48230 (hereinafter referred to as the "Consultant").

WHEREAS, the Consultant is in the business of assisting private companies in the process of going public and getting listed on the OTC Markets through the Form S-1 Registration Process; and

WHEREAS, the Company recognizes that the Consultant is in the business of offering assistance to private companies who wish to become a publicly trading company, and is not in the business of stock brokerage, investment advice, activities which require registration under either the Securities Act of 1933 (hereinafter "the Act") or the Securities and Exchange Act of 1934 (hereinafter "the Exchange Act"), underwriting or banking, and is not an insurance Company, nor will it offer services to the Company which may require regulation under federal or state securities laws; and

WHEREAS, the parties agree, after having a complete understanding of the services desired, and the services to be provided, that the Company desires to retain Consultant to provide such assistance through its services for the Company, and the Consultant is willing to provide such services to the Company;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### 1. DUTIES AND INVOLVEMENT.

**1.1 Services of Consultant.** The Company hereby engages Consultant to provide the following:

- 1) Prepare Contract for Services;
- 2) Engage Project Manager to work closely with Consultant to maneuver through the process of taking a private company public;
- 3) In cooperation with the Project Manager, Interview Management of Private Company and review Business plan;
- 4) In cooperation with the Project Manager, Prepare Draft Form S-1 Registration Statement;
- 5) In cooperation with the Project Manager and third parties listed below, complete the process of the Form S-1 Registration Statements from comments to effectiveness;
- 6) Engage Securities Counsel to represent Private Company;
- 7) The Project Manager, in cooperation with Consultant, will engage the following:
  - 1) Accountant to prepare Financial Statements for S1
  - 2) Engage Auditor to prepare Audited Financials for S1
  - 3) Engage Market Maker to file Form 15c211 with FINRA
- 8) In cooperation with the Project Manager, Consultant will file an application with DTC to obtain DTC Eligibility; and
- 9) Deliver to Private Company an Effective S-1 Registration Statement, a Completed and accepted 15c2-11 with FINRA, a trading symbol and listing on the OTC Markets.

**1.2 Duties of Company.** The Company hereby agrees to provide the following:

- 1) Present to Consultant a Private Company that desires to go public;
- 2) Present the Business Plan of Private Company;
- 3) Present Private Company's 2 year audited financials within 5 business days of execution of this agreement or;
- (A) In conjunction with the Consultant, create a new Private Company, with the Assets of existing Private Company, within 10 business days of the execution of this Agreement
- 4) The Private Company will have at least a sole Director and at least one Officer, assets and revenues;
- 5) The Private Company will secure shareholders required to take the Company to the Market with the 15c211 Filing;
- 6) The Private Company will define the Cap Table (Share Structure) within 5 business days of execution of this agreement;
- 7) The Private Company will respond to all requests for information within 72 hours, with complete and supported answers, to all inquiries from Consultant;
- 8) The Private Company will respond to Accountant, Auditor and Consultants requests for information within 72 hours, with a complete and supported answer;
- 9) Once the Company is public, it will maintain current SEC filing and listing requirements; and
- 10) The Company will attest that none of its officers and/or directors are currently, or have been, under investigation by any governmental regulatory agency

## 2. RELATIONSHIP AMONG THE PARTIES.

Consultant acknowledges that it is not an officer, director or agent of the Company, it is not, and will not, be responsible for any management decisions on behalf of the Company, and may not commit the Company to any action. The Company represents that the Consultant does not have, through stock ownership or otherwise, the power neither to control the Company, nor to exercise any dominating influences over its management.

Consultant understands and acknowledges that this Agreement shall not create or imply any agency relationship among the parties, and Consultant will not commit the Company in any manner except when a commitment has been specifically authorized in writing by the Company. The Company and the Consultant agree that the relationship among the parties shall be that of independent contractor.

## 3. EFFECTIVE DATE, TERM AND TERMINATION.

This Agreement shall be effective on June 1, 2016 and will continue until all Duties and Responsibilities are concluded; i.e., the Company has a trading symbol on the OTC Market. This initial Agreement can only be modified if mutually agreeable and in writing.

#### 4. OPTION TO CANCEL.

If for any reason Private Company wishes to terminate the agreement prior to completion, the Private Company will be responsible for payment of expenses thus far incurred. The Private Company may cancel this Agreement for any reason at any time upon 1 day's prior written notice.

#### 5. COMPENSATION AND PAYMENT OF EXPENSES.

Compensation for services rendered by S-1 Services shall be three million (3,000,000) shares of the Company's common stock, registered in the S-1 Registration Statement.

#### 5.1 ACKNOWLEDGEMENT

By signing below, Kelvin Medical, Inc., the Officers and Directors of the Company, acknowledge that they have read, understand, and agree to the terms of this Agreement. Kelvin Medical, Inc. further agrees that the Officers and Directors of Kelvin Medical shall cooperate to the fullest extent possible, in all manner possible, with regard to the issuance of the Shares to Consultant, and/or its assignees.

#### 6. SPECIFIC PERFORMANCE

In addition to any and all other remedies that may be available at law, in the event of any breach of this Agreement, the Consultant shall be entitled to specific performance of the agreements and obligations of the Company hereunder and to such other injunctive or other equitable relief as may be granted by a court of competent jurisdiction. The parties hereto agree and acknowledge that money damages would be equal to \$350,000.00 payable immediately in the event the Company fails to perform under this agreement.

#### 7. SERVICES NOT EXCLUSIVE.

Consultant shall devote such of its time and effort necessary to the discharge of its duties hereunder. The Company acknowledges that Consultant is engaged in other business activities, and that it will continue such activities during the term of this Agreement. Consultant shall not be restricted from engaging in other business activities during the term of this Agreement.

#### 8. FUTURE ISSUANCE OF SHARES

The Company shall not file a Certificate of Amendment with the State increasing the amount of authorized common shares, designate and/or issue a series of Preferred Shares, and/or enter into any Promissory Notes or debt equity arrangements, until after the S-1 Registration Statement has received Effect by the SEC.

## 9. CONFIDENTIALITY.

In the course of this Agreement, the Company may be supplying confidential information to Consultant. It is hereby acknowledged by both parties that they will not release confidential information without the consent of the Company or outside the third parties within the scope of this Agreement.

## 10. CONFLICTS; COVENANT NOT TO COMPETE.

a) The Consultant hereby represents and warrants that this Agreement and the services to be provided by it hereunder do not violate any agreement between Consultant and any third party.

b) The Consultant hereby covenants that it shall not enter into any contract which would be violated by the performance of the services to be provided hereunder.

c) During the term of this Agreement and for a period of one-year thereafter, the Consultant warrants, represents and agrees that it will not compete directly with the Company in the Company's primary industry or related fields.

## 11. INDEMNIFICATION.

The Company acknowledges that in connection with the provision of the services, the Consultant may be relying on information which Consultant obtains from the Company and represents that such information does not or will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements made, in light of the circumstances in which they were made, not misleading, and agrees to hold harmless and indemnify Consultant, its members, directors, officers, employees, affiliates and agents and their representatives, successors and assigns and to hold them harmless from and against any claims made against them as a result of any breach of such representation and to hold them harmless from and against any and all losses, claims, liabilities, obligations, fines, penalties, damages and expenses including, but not limited to, reasonable attorney's fees and other costs arising out of any such claims; provided, however, that the Company shall not be liable in any such case for losses, claims, damages, liabilities or expenses that arise from the negligence or willful misconduct of Consultant or its agents or representatives.

## 12. MISCELLANEOUS PROVISIONS

a) Time. Time is of the essence of this Agreement.

b) Presumption. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

c) Computation of Time. In computing any period of time pursuant to this Agreement, the day of the act, event or default from which the designated period of time begins to run shall be included, unless it is a Saturday, Sunday or a legal holiday, in which event the period shall begin to run on the next day which is not a Saturday, Sunday or a legal holiday, in which event the period shall run until the end of the next day thereafter which is not a Saturday, Sunday or legal holiday.

d) Titles and Captions. All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

e) Pronouns and Plurals. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Person or Persons may require.

f) Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

g) Good Faith, Cooperation and Due Diligence. The parties hereto covenant, warrant and represent to each other their good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

h) Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

i) Assignment. This Agreement may not be assigned by either party hereto without the written consent of the other, but shall be binding upon the successors of the parties.

j) Litigation. If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to a venue of Wayne County, Michigan for litigation.

k) Notices. All notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered, either personally or by express delivery service, or by email to the party to be notified. Notice to each party shall be deemed to have been duly given upon delivery, personally, by email or by courier (such as Federal Express or similar express delivery service), addressed to the attention of the officer at the address set forth heretofore, or to such other officer or addresses as either party may designate, upon at least thirty (1) day' written notice, to the other party.

l) Governing law. The Agreement shall be construed by and enforced in accordance with the laws of the State of Michigan.

m) Entire agreement. This Agreement contains the entire understanding and agreement among the parties. There are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto. This Agreement may be amended only in writing signed by all parties.

n) Waiver. A delay or failure by any party to exercise a right under this Agreement, or a partial or single exercise of that right, shall not constitute a waiver of that or any other right.

o) Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. In the event that the document is signed by one party and emailed or faxed to another the parties agree that a faxed signature shall be binding upon the parties to this agreement as though the signature was an original.

p) Successors. The provisions of this Agreement shall be binding upon all parties, their successors and assigns.

q) Counsel. The parties expressly acknowledge that each has been advised to seek separate counsel for advice in this matter and have been given reasonable opportunity to do so.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement to be effective as of the day and year provided herein.

COMPANY:

**KELVIN MEDICAL, INC.**

*By: /s/William Mandel*  
Name: William Mandel  
Title: President

CONSULTANT:

**S-1 SERVICES, LLC**

*By: /s/Sharon D. Mitchell*  
Name: Sharon D. Mitchell  
Title: Managing Member

COMPANY

**KELVIN MEDICAL, INC.**

*By: /s/Margaret V. Austin*  
Name: Margaret V. Austin, PhD  
Title: Chairman of the Board



# Heaton & Company, PLLC

240 North East Promontory, Suite 200  
Farmington, Utah 84025

**Kristofer Heaton, CPA**  
**William R. Denney, CPA**

EXHIBIT 23.1

## CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors  
Kelvin Medical, Inc.  
10930 Sky ranch Place  
Nevada City, CA 95959

We hereby consent to the incorporation of our report dated July 29, 2016, with respect to the financial statements of Kelvin Medical, Inc. for the period from May 5, 2016 (inception) through June 30, 2016, in the Registration Statement of Kelvin Medical, Inc. on Form S-1 be filed on or about July 29, 2016. We also consent to the use of our name and the references to us included in the Registration Statement.

/s/ Heaton & Company, PLLC  
Heaton & Company, PLLC  
Farmington, Utah

240 N. East Promontory  
Suite 200  
Farmington, Utah  
84025  
(T) 801.218.3523

heatoncpas.com

---



