

BUSINESS TERMS AGREEMENT FOR GENDER SELECTION PROCEDURE & SERVICES CLIENTS

We hereby authorize Gender Select, LLC, its director, member and independent contactors, individually, and their assistants, associates and designees to perform gender selection procedure services (the "Procedure") on me and my husband. We understand that a Gender Selection Services Informed Consent, will be executed by me before the Procedure. This Business Terms Agreement for the Procedure (hereinafter, "Agreement") governs the financial and business terms that will apply to my obtaining Gender Select, LLC services.

I understand that the director, member, independent contractors and/or their designees in attendance at such Procedure(s) for the purpose of administering the artificial insemination (AI), are not the agents, servants or employees of the hospital nor of Gender Select, LLC, but are independent contractors and will consult with me about this portion of the Procedure.

I acknowledge that the moneys I have paid to Gender Select, LLC. cover the Procedure only and should I need further care or services beyond the Procedure that I will be fully responsible for those charges. Such care may include care for non-Procedure medical needs, hospitalization after the Procedure, care for subsequent pregnancy/delivery and related services/care, Emergency Room care both immediate and subsequent and other possible non-Procedure care.

I understand and agree that the Procedure is being offered on a prepaid basis only. This Procedure, which includes payments for multiple vendors and multiple services, will not be unbundled for payment by me, my health insurance company or for other purposes. I understand and agree that this multi-vendor, multi-service package pricing will exclude the various vendors from any and all contractual obligations they currently have with any and all insurance companies, groups or other organizations in relationship to the Procedure. I understand and agree that I am responsible for any and all payments to Gender Select, LLC, that their services are not covered under my health insurance policy and I will not submit any of the bills for the services herein to my insurer.

We understand and agree that it is our full responsibility to time and schedule procedures, hotel, travel properly and at appropriate time for gender selection services. While Gender Select, LLC, its member, and associates will help you to track your cycle properly and advise you on proper tracking methods, it is client's full responsibility to track their cycle, detect ovulation and schedule any procedure based on their own information. If ovulation is timed incorrectly, Gender Select, LLC, and it's members do not hold responsibility or owe a refund for any travel, accommodations, services, time off work, etc. based on the incorrect timing of procedure when pregnancy is not achieved and that all fault lies with the client as to improperly timed procedures.

We understand and agree that a semen sample given on behalf of clients to Gender Select, LLC can be of poor quality that does not allow the gender selection to occur on the scheduled date. It is to be known, that certain samples of semen may be of low/no count, low motility, bad morphology, etc. and other circumstances such as a viscous sample. In these cases, you will be consulted as to your options to move forward with the gender selection procedure, to wait a month and retry procedure, to seek care of a urologist, or to submit sample to an independent lab for semen analysis before moving forward with gender selection services. If sample can be corrected the same day as in viscous samples allowing you to proceed with gender selection services that day, you will be consulted on that as well. As Gender Select can not be held accountable for a bad semen sample, a \$200.00 fee will be kept for that day if the client decides not to move forward with gender selection services that month as to cover the semen analysis that was completed to determine the poor quality of the sample. If we are uncertain of one's fertility, we will ask for help

before moving forward with services until that question can be answered/addressed properly. Please note that medication additions/changes, drug use, alcohol use, smoking, frequent intercourse/masturbation, hot baths, hottubs, and other environmental and health factors can negatively affect semen sample quality and it is client (and client's partner's) full responsibility to understand, address and inform Gender Select of any such issue. A man can have a normal sample one month and a bad sample the next. Some issues can be resolved. We understand and agree that we can not hold Gender Select, LLC, its member, independent contractors or associates reliable for a bad semen sample, a failed attempt at gender selection services due to bad semen sample, travel or expenses occurred in efforts to do gender selections services.

Appointment Cancellation

I understand and agree that unless canceled at least 12 hours in advance for procedure and 48 hours in advance for consultation, that any missed office visit, procedure visit or consultation appointment will be charged to me for \$500.00 for procedures and \$100.00 for consultation.

Procedure Cancellation or Missed Procedure Policy

Any notification of cancellation must be delivered by contacting Jessica in person through contact via phone (a fax, email, text is not sufficient). Upon scheduling services, Gender Select, LLC incurs costs in planning and booking the necessary facilities and supporting personnel to perform the services. Therefore, I understand and agree that:

A "Standard Gender Selection" client(s) is defined as a woman and man who pays wither the full amount of services or the \$500.00 required deposit of their Procedure cost at or before the Procedure is actually scheduled. A "Standard Gender Selection" client(s) understands and agrees that:

If either man or woman miss a scheduled Procedure or cancel the Procedure less than 12 hours in advance for procedure and 48 hours in advance for consultation, we will be charged the required deposit amount of \$500 for procedure or \$100 for consultation fee for the scheduled Procedure, which amount is a reasonable estimate of the damages and out-of-pocket expenses to Gender Select, LLC associated with such cancellation.

Procedure Cancellation for Health Reasons

In order to safe-guard the health of the clients (woman and man) and attending staff, clients must

present for procedure in good physical condition and in adequate health for procedure (as determined by the staff). If clients do not comply with the following rules, their procedure will be cancelled. The procedure may not be rescheduled and no refund will be available regardless of whether the Procedure is rescheduled or not. Therefore the client must:

- Be in compliance with all pre-procedure instructions given to them within Gender Select, LLC's pre-procedure orders (including arriving at appointment on the correct date and at the correct time)
- Be free of all listed medications/alcohol/drugs within Gender Select, LLC's pre-procedure orders
- Be accurate and consistent with latex allergy reporting on the medical history. If client reports the day of procedure with a positive latex allergy that was not reported on the medical history and no notification was given to the staff prior to the day of procedure so that the appropriate modifications could be made to the procedure supplies and other protocols then the case will be cancelled and may not be rescheduled. In such event no refund will be available regardless of whether the Procedure is rescheduled or not.
- Be current on all of their currently prescribed medications unless otherwise notified not to take in conjunction with procedure as by staff
- Be free of concurrent disease which is either untreated or inadequately treated and is known or should have been known to the client
- Be free of infectious diseases which might cause a health problem for her or the treating staff
- Be free of skin infections which might cause a health problem for her/his or the treating staff
- Be free of MRSA and other antibiotic resistant organisms. Failure to let Gender Select, LLC know of such infections in a timely fashion so that another client can be substituted into that procedure slot will constitute failure to meet these rules and their procedure will be cancelled, not rescheduled and no fee refund made to them.

I understand and agree that Gender Select, LLC is not providing my Obstetric or Gynecologic care and that I have my own Obstetrician/Gynecologist. I further affirm that I am up to date with my gynecologic care, including my Pap smears and any and all recommended care that my local doctor has suggested.

I understand and agree that in the event Gender Select, LLC is unable to perform my procedure on the scheduled date for reason unrelated to the procedure and its circumstances the day of procedure that I am willing to be placed on their schedule at a future date and time that is mutually agreeable and that I do not expect any compensation for such a missed or cancelled Procedure nor do I expect to be compensated for travel expenses, lost work or any other type of expense.

I understand and agree that Gender Select, LLC is free to post any and all e-mails, cards, letters, etc which are of a testimonial nature on their website for other clients to read without any further authorization on our part.

I understand and agree that credit card refunds will not be made until the credit card charge posts on the monthly statement of Gender Select, LLC. Once it has posted to this account, the amount of the refund, less the administrative charge added at the time of the initial transaction, will be mailed to you in the form of a check on the account of Gender Select, LLC. No refunds will be put back on your credit card.

I understand that in the event that I am in breach of this contract and fail to pay any portion of the professional fee owed to Gender Select, LLC for my consultation and/or procedures costs, and such breach or failure to pay necessitates the services of a collection agency and/or law firm to collect such fees, I hereby agree to pay any and all costs associated with collecting the balance due, including court costs, reasonable attorney fees and other associated costs incurred by Gender Select, LLC.

I understand and agree that the complete payment for the Procedure is due before (or at the time of) the Procedure with the office of Gender Select, LLC. I agree that any amount I owe for out-of-office follow-up services that is not paid in full within sixty days (60) of the service date will be subject to a late charge of 15% of the unpaid balance or \$25.00, whichever is less. All unpaid amounts shall bear interest from and after the 60th day after the service date at a rate equal to the lesser of 15% per annum or the maximum amount Gender Select, LLC may collect without violating the usury laws of the applicable jurisdiction.

I understand and agree that Gender Select, LLC. and directors, members, independent contractors are only willing to perform the Procedure on me under the terms that I will not speak either publicly or privately about any and all people, organizations, corporations, situations, or any other matters related to the Procedure in such a fashion that a normal group of American citizens would interpret as negative, hostile, maligning, defamatory or in any other way intended to shape opinion against Gender Select, LLC. or its director, member or independent contractors. nor will I allow my name or person to be associated in such fashion. Should I violate any portion of this clause then I agree to pay to Gender Select, LLC. or its director, member or independent contractors, each separately, the amount of \$250,000.00 as reasonable damages to each of them and that any balance which remains unpaid I will pay 10% interest on the unpaid balance compounded monthly until the full amount is paid.

I understand and agree that neither the rights nor the duties created by this Agreement shall be assignable or transferable unless such assignment or transfer is agreed to, in writing, by all parties hereto.

I agree that this Agreement shall be governed by the laws of the Commonwealth of Kentucky. The parties agree that any legal action commenced under or concerning this Agreement, or between the parties whatsoever, whether for breach of this Agreement or otherwise, shall be brought in Jefferson County, Kentucky. I further understand and agree to indemnify Gender Select, LLC. or its director, member or independent contractors for any and all costs or judgments, legal and otherwise, incurred by it/him in the event of any civil litigation brought on our behalf or against us, including but not limited to reasonable attorney fees.

I consent that in the event that any of the provisions of this Agreement are deemed to be invalid or unenforceable, the same shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If such provision(s) shall be deemed invalid due to scope or breadth, then said provision(s) shall be deemed valid to the extent of the scope or breadth permitted by law.

All blank spaces in this document have been either completed or crossed off before my signing. My signature below constitutes my acknowledgement (1) that I have read or have had read to me and agreed to the foregoing; (2) that the proposed Procedure, along with the potential risks, has been satisfactorily explained to me by staff and that I have all of the information that I desire; and (3) that I consent to the above-described Procedure(s).

Date:	Client:
Date:	Spouse:
Date:	Witness or Notary:

Document Effective Starting 08/05/2011