

GME

Global Medical Excellence

(a Limited Liability Company)

MEDICAL SERVICES FACILITATION AGREEMENT BETWEEN PATIENT AND GME

This MEDICAL SERVICES FACILITATION AGREEMENT AND GENERAL RELEASE is made on _____ [date], by and between _____ (Hereinafter referred to as "Patient") and Global Medial Excellence, LLC (hereinafter referred to as "GME" and sometimes referred to in this Agreement collectively as the "Parties").

1. GME is engaged in the business of medical tourism and medical services marketing. It provides access to excellent surgical care on an international basis.
2. For the purposes of this Agreement and with regard to the Patient, the parties acknowledge that GME acts only in the capacity of facilitator and/or coordinator. GME is not the Patient's treating physician or any other medical provider. GME does not perform any surgery or medical procedure. Patient acknowledges that she/he has conducted the necessary due diligence and has decided to seek treatment with no influence or pressure from GME.
3. GME presents options that are available to the Patient for the desired surgeries/procedure(s) and facilitates and coordinates various aspects of the process including but not limited to: travel, accommodations, treatment facility, recruitment of certain doctors, and facilitates post operative care. GME negotiates with hospitals, doctors, travel providers and other similar companies to find the Patient the best possible price, highest quality of surgical care and best travel accommodations available to create personalized "Packages" for each patient.
4. Each Package is comprised of separate components (i.e., travel, housing, treatment, tours, etc.). Each product or service (component) delivered or rendered as a part of the total Package is provided by third parties with whom GME has negotiated for the Patient. The Patient therefore receives the benefit of volume and wholesale pricing for their Package.
5. GME does not provide any service or product which is rendered or delivered as a part of the Package except as provided for herein. GME screens every medical facility, doctor and travel provider to help insure that the Patient receives the highest quality service. However, GME is not responsible for any disputes, negligence, travel disruptions or any other aspect of the Package which is not in GME's direct control.
6. GME will attempt to assist Patient in resolving issues related to the products or services delivered or rendered as a part of the Package. The Patient understands that GME offers no insurance,

guarantee or warranty in any respect related to products or services delivered or rendered by third parties. Any disputes or claims against a third party provider (i.e. surgeon, medical facility, airline, etc.) which cannot be resolved in good faith through the GME grievance policy/procedure will need to be resolved by the Patient and third party service provider(s), pursuant to laws of the country where the services were performed. In the unlikely event that Patient has a dispute or claim against a third party provider, Patient acknowledges and understands that GME is not responsible for any problem(s), adverse result(s), complication(s), failed procedure(s), dispute(s) or claim(s) arising from any third party providers performance or negligence.

7. The Patient chooses the Package of services on GME's website(gme-surgical.com). The Packages of services are typically "all inclusive" meaning that GME has coordinated with a third-party administrator to arrange the desired surgeries/procedure(s), doctor(s), medical facility, operating theater, pre and post operative care, private or semi-private hospital room, 24 hour nursing care, necessary lab work(s), diagnostics, and other medical services necessitated by the desired procedure, together with, travel, tours and accommodations as requested/selected/consented by the Patient. The Package does not include incidental charges, food, entertainment or similar expenses unless specifically and expressly provided for herein.

8. The total price quoted by GME is an estimate of the total cost of services but does not include unanticipated costs that are unrelated to the desired procedure, complications that are unrelated and/or not detected prior to the procedure. These charges would be in addition to the total cost of the Package indicated in the initial price quotation.

9. Method of payment and payment arrangements for each Package may vary based on the requirements of the doctors, medical facility and travel providers in a particular country. The estimated price for the Package is due and payable prior to Patient's departure to their destination country, otherwise the package is subject to cancellation. The Patient must personally pay a one-time deposit of \$4,000 upon arrival to the surgical destination to cover any incidental, non-medical expenses. This is fully refundable once the patient is discharged and the surgical bill is settled.

10. Patient must provide a Letter Of Credit ("LOC") issued by a major international commercial bank equal to or greater than 50% of the estimated surgical costs. Patient may elect to submit a credit card that is internationally accepted with a "pre-authorization" limit equivalent to that of the LOC with the following understandings:

- a. GME must approve the issuing bank presenting the LOC OR CREDIT CARD.
- b. Patient name appearing on the LOC and agreement must be exactly the same.
- c. If issuing bank is located outside of USA, it must be confirmed by the US BANK approved by GME.
- d. It is to be an irrevocable standby LOC in favor of GME.
- e. Drafts are payable at sight.
- f. The expiry date must be no earlier than 12 months from issuance.
- g. Partial drawings are permitted.
- h. The LOC is available by GME's draft(s) at sight when accompanied by a copy of an invoice and signed by a representative of GME.

- i. Invoice(s) in excess of the amount of the LOC are acceptable. However, payment is not to exceed the aggregate amount of the LOC.
- j. In all events, The issuing bank will fund the draft of the beneficiary within 24 hours of presentation. The LOC will provide for the beneficiary to deliver the required documents to fund the invoices.

11. In most cases it is extremely difficult to reschedule travel and procedures of this type. However, in the event that it becomes necessary to reschedule the Package, Patient may submit to GME a written request to reschedule the Package along with an explanation of why it has become necessary to reschedule. GME, in its sole discretion, may allow Patient to reschedule the Package. GME may require Patient to pay a significant rescheduling charge or require an additional deposit before the Package is rescheduled. Should Patient fail to pay either the additional rescheduling charge or fail to pay the entire amount of the Package prior to the original due date, GME reserves the right to cancel the Package and withhold the original deposit pursuant to this agreement. All requests to reschedule the Package must be received by GME at least twenty-five (25) days prior to the originally scheduled departure date. Requests received after the twenty-five (25) days cut-off will be disregarded and Patient's deposit may be forfeited in its entirety.

12. Patient will be required to execute medical information release forms, disclose their complete medical history and to provide personal and statistical information to GME, third party providers and other companies and individuals to insure a proper preoperative diagnosis and assessment of the appropriateness of the desired procedure(s) for the Patient. Further, such sensitive information is required for the third party provider to accurately estimate the total cost of the desired procedure(s). GME shall treat all such information with the utmost confidentiality and security to Protect the Patient's privacy and will only release information to third party providers when necessary for diagnosis, assessment and estimation purposes. All third party providers are required to maintain the Patient's confidential information and adhere to strict rules of privacy as set forth in the United States federal health Insurance Portability and Accountability Act of 1996 ("HIPAA").

13. Every country has different laws, rules and regulations regarding entry requirements, visas, passports, immunizations and tourist safety and other similar issues. GME does not provide visa or passport services at this time and only provides the information on its website on the country of destination as a convenience to the Patient. The information provided by the website is not all inclusive and ultimately it is the Patient's sole responsibility to secure the proper travel documents and comply with the entry rules of the destination country. Patient's failure to secure the proper travel documents may result in the cancellation of their package and forfeiture of their deposit.

14. Any medical information provided by GME to Patient during preoperative consultations is intended to be accurate and relevant. However, any such information and the Patient's specific concerns or questions should be discussed with the doctor performing the desired procedure(s) and thoroughly understood by Patient before the procedure is performed. Medical information provided by GME is intended to be strictly for informational and educational purposes as a service to the Patient. GME does not give medical or legal advise and only provides certain trade/service information to assist the Patient in making a more informed decision with regard to their specific health care needs. GME's aim is to provide their Patients with access to quality, world-class medical

services at affordable prices. All patients medical records received by GME will be held in the strictest confidence in secured electronic files.

15. Patient is required to:

- a. make the necessary financial arrangements as stated above, all estimated surgical costs must be paid in full in advance. An LOC or a credit card approved by GME must be submitted to cover unplanned medical expenses associated with the surgery.
- b. Provide all medical records that are relevant to the contemplated surgery
- c. Fill out the patient Medical History form least 25 days before the surgery. All answers must be accurate.
- d. Provide, in the case of plastic surgeries, "appropriate" pictures from different camera angles to the surgeon. These pictures must be provided before the surgery is booked. GME recommends that the pictures be scanned and emailed to GME.
- e. Schedule, in the case of plastic surgery, a discussion with a GME medical advisor by calling GME's toll free line +1 866-463-2111 or +1 714-660-4748. This is a necessary step in receiving excellent surgical care.
- f. Be available for a telephone consultation with the doctor one week before the surgery at a time mutually convenient to him/her and the doctor.
- g. Follow dutifully the list of PRE-OP instructions provided by the medical facility.
- h. Obtain a visa, if required, for the country of destination and make sure all your necessities appropriate clothing for the climate in the host country are packed for the trip.
- i. Fill out and sign this patient agreement.

PATIENT ASSUMPTION OF RISK AND RELEASE OF LIABILITY

16. Patient acknowledge that with all medical procedures there are inherent risks including but not limited to scaring, pain, infection, paralysis and other complications, even death. Patient further acknowledges that there are inherent risks in travel to foreign countries including but not limited to: plane crash, illness, terrorism, acts of God and weather, trip/flight cancellation and other similar events. Patient understands this is not a complete description of all risks and that other unknown or unforeseeable hazards and risks of harm may occur.

17. Patient hereby accepts full responsibility for his/her own safety and EXPRESSLY ASSUME ALL RISKS OF HARM, whether foreseen or unforeseen, and whether occurring while traveling, during pre/post-operative care, during the desired procedure, at anytime. Patient acknowledges that GME serves only as a facilitator and coordinator for the Package and that ultimately the extent, nature and scope of treatment received by Patient was the Patient's decision alone. GME will assist the patient in mitigating the risks associated with medical travel through third party contracts that the patient may want to enter into. GME does not sell insurance of any kind but deals exclusively with Joint Commission International ("JCI") accredited hospitals their equivalent and provides access to insurance companies.

18. In executing this agreement, Patient hereby releases and agree to indemnify and hold harmless gme, its shareholders, officers, employees, agents, instructors, patrons and participants, web

builders and designers, equipment manufactures, lessors, and insurers (hereinafter collectively referred to as "parties released"), from and against any liability, demand, claim or right of action for any damage or injury, including disfigurement, paralysis, malpractice or death, to any person or property, even if such damage or personal injury results from the NEGLIGENCE of the GME or other parties released, Patient further CONVENAT NOT TO SUE or make any demand or claim against GME or other parties released, for or by reason of any such damage or personal injury from the medical procedure facilitated in good faith by GME. Patient will pay all fees, damages, and costs, including attorney's fees, GME or other parties released herein may incur in the enforcement of this agreement.

19. Patient expressly intends for this Agreement to bind them and their family, their assigns, estate, heirs, and personal representatives.

20. This Agreement is severable and shall be interpreted and enforced under the laws of the State of California. This Agreement constitutes the entire agreement between GME and Patient with respect to the subject matter of this Agreement and no representation or statement not contained in this Agreement shall be binding on either party as a warranty or otherwise.

21. This Agreement shall be construed by and governed under the laws of the State of California and those of the United States of America (subject to jurisdictional requirements of the State of California). The parties irrevocably agree to submit any and all disputes that cannot be resolved amicably to binding arbitration with the losing party obligated to pay all legal fees and expenses.

22. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served on, or given to any party shall be in writing and shall be deemed properly delivered or served when personally delivered to the party to whom directed, or in lieu of personal service, when sent by registered or certified United States mail, return receipt requested, postage prepaid.

I _____, Patient herein, have carefully read this document and fully understand its contents, which I adopt as a completely integrated and exclusive statement of the entire terms of agreement.

Entered into this _____ day of _____, _____.

Patient Signature

Patient's Name _____