

TERMS OF THE ARES STUDY

Advanced Brain Monitoring, Inc. (ABM) is pleased that an ARES study or demonstration was selected: 1) to be used in your clinic, practice 2) to assist your physician in determining if you have Obstructive Sleep. Due to medical/legal reasons this study or demonstration should not be considered a final diagnosis. The ARES Unicorder that will be delivered to you is sophisticated and valuable. Providing it to you for home testing creates the following interests and concerns for our company. We need you to:

- Provide a release of your medical records to your ordering physician
- Follow the ARES Unicorder Patient Instruction Booklet instructions carefully so the data from the test is accurate and reliable.
- Call us if you need any help with the ARES Unicorder instructions, use or care.
- Return the ARES Unicorder promptly.
- Pay us for our service.

The information provided below provides specific terms and conditions related to the ARES Study. Nothing included is unusual and the purpose is to satisfy the above stated interests and concerns.

The ARES study requires a prescription.

- The ARES study order form must be signed by a licensed physician.
- The ARES Unicorder will not be shipped until a licensed physician's signature is received by ABM.

The ARES study report will be sent to the physician that signed the ARES order form. The ARES study report cannot be sent directly to a patient.

You will provide a release of medical records to your ordering physician.

The ARES Unicorder will not be shipped until page 1 is signed authorizing a release of your medical records to your physician. This is to ensure that you are given the most accurate and reliable diagnosis possible.

You are responsible for paying Advanced Brain Monitoring, Inc. the cost of the ARES study.

- The ARES Demo Study costs \$50.00 to cover shipping, handling, and disposables.
- Before the ARES Unicorder is shipped to your home you authorize ABM to charge your credit card \$50.00. Your credit card statement will read "ABM – ARES Study".

Your credit card will not be charged until the Unicorder is returned or due to be returned.

You will follow use and care instructions for the ARES Unicorder.

- You should wear the ARES Unicorder for two nights and follow instructions carefully to obtain the best quality study results.
- If the quality of your overnight recordings is poor, the ARES study report will be inconclusive.

If poor quality recordings are determined by ABM to be a result of you not following the instructions, ABM has the right to charge you an additional \$100 if you wish to repeat the study.

You will return the ARES Unicorder in a timely fashion.

- Upon receipt of the ARES Unicorder, we allow you five days and four nights to complete the study and return the ARES Unicorder. Please complete the study sooner if possible. We are not responsible for reminding you to return the ARES Unicorder.
- If you are unable to return the ARES Unicorder within five days (four nights) after receiving it, please call our Customer Service Department at 866-677-2737.
- We would prefer not to recover late fees or sell you an ARES Unicorder. What we want is for you to return the ARES Unicorder back to us in a timely fashion. Otherwise:
 - If you have not arranged to ship the ARES Unicorder back to us within five days, we have the right to charge a \$10 per day late fee to your credit card.

In the case of loss, theft, breakage, or non-return (after 30 days) of the ARES Unicorder, the ARES Study payment will not be refunded and your credit card will be charged an additional \$1000.00 deductible.

Please fax completed form to (760) 720-3337