

HEALTHCARE PROVIDER-PATIENT MEDIATION & ARBITRATION AGREEMENT

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MEDIATION

Before any arbitration or demand for arbitration is made for any dispute between Patient and the provider (e.g., malpractice; other negligent acts or omissions; breach of fiduciary duty; fraud; violation of statute, code, or public policy; or any other form of alleged injury or dispute of any kind), Patient and the Provider hereby agree to and shall submit the matter to **MEDIATION**. Either Patient or the Provider may make a written demand for mediation. If Patient and the Provider are unable to agree on a mediator within five (5) days of written demand for the same, each side shall name one (1) mediator from ADR Services within five (5) days thereafter, and the two (2) named mediators shall select, within five (5) additional days, a third who will act as the sole mediator. If either Patient or the Provider fails or refuses to name a mediator as set forth herein, the mediator identified by the other party shall act as the sole mediator. **Patient and the Provider hereby agree to share the cost of mediation equally.** Patient and the Provider shall pay their own attorneys' fees incurred in connection with this mediation.

ARBITRATION

If the mediation does not resolve the dispute the parties shall submit the dispute to final binding **ARBITRATION** in Los Angeles County, California, before a retired judge, justice, or other neutral person affiliated with ADR Services. If ADR Services is unable or unwilling to provide an arbitrator, then JAMS shall be substituted for ADR Services.

YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL IF YOU AGREE TO ARBITRATION.

Article 1: Agreement to Arbitrate: It is understood that any dispute of any kind including but not limited to fraud, breach of contract, intentional acts, breach of fiduciary duties, medical malpractice, including whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by California and federal law, and not by a lawsuit or resort to court process except as state and federal law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. ***Further, the parties will not have the right to participate as a member of any class of claimants, and there shall be no authority for any dispute to be decided on a class action basis. An arbitration can only decide a dispute between the parties and may not consolidate or join the claims of other persons who have similar claims.***

Article 2: All Claims Must be Arbitrated: It is also understood that any dispute that does not relate to medical malpractice, including disputes as to whether or not a dispute is subject to arbitration, as to whether this agreement is unconscionable, and any procedural disputes, will also be determined by submission to binding arbitration. It is the intention of the parties that this agreement bind all parties as to all claims, including claims arising out of or relating to treatment or services provided by the health care provider including any heirs or past, present or future spouse(s) of the patient in relation to all claims, including loss of consortium. This agreement is also intended to bind any children of the patient whether born or unborn at the time of the occurrence giving rise to any claim. This agreement is intended to bind the patient and the healthcare provider and/or other licensed healthcare providers, preceptors, or interns who now or in the future treat the patient while employed by, working or associated with or serving as a back-up for the healthcare provider, including those working at the healthcare provider's clinic or office or any other clinic or office whether signatories to this form or not. All claims for monetary damages exceeding the jurisdictional limit of the small claims court against the healthcare provider, and/or the healthcare provider's associates, association, corporation, partnership, employees, agents and estate, must be arbitrated including, without limitation, claims for loss of consortium, wrongful death, emotional distress, injunctive relief, or punitive damages.

Article 3: Procedures and Applicable Law: A demand for arbitration must be communicated in writing to all parties. Each party shall select an arbitrator (party arbitrator) within thirty days, and a third arbitrator (neutral arbitrator) shall be selected by the arbitrators appointed by the parties within thirty days thereafter. The neutral arbitrator shall then be the sole arbitrator and shall decide the arbitration. ***Each party to the arbitration shall pay such party's pro rata share of the expenses and fees of the neutral arbitrator, together with other expenses of the arbitration incurred or approved by the neutral arbitrator, not including counsel fees, witness fees, or other expenses incurred by a party for such party's own benefit.*** Either party shall have the absolute right to bifurcate the issues of liability and damage upon written request to the neutral arbitrator.

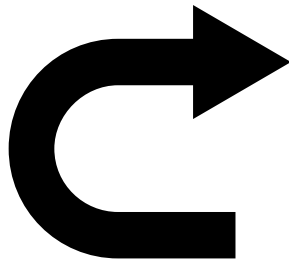
The parties consent to the intervention and joinder in this arbitration of any person or entity that would otherwise be a proper additional party in a court action, and upon such intervention and joinder, any existing court action against such additional person or entity shall be stayed pending arbitration. The parties agree that provisions of the California Medical Injury Compensation Reform Act shall apply to disputes within this arbitration agreement, including, but not limited to, sections establishing the right to introduce evidence of any amount payable as a benefit to the patient as allowed by law (Civil Code 3333.1), the limitation on recovery for non-economic losses (Civil Code 3333.2), and the right to have a judgment for future damages conformed to periodic payments (CCP 667.7). The parties further agree that the Commercial Arbitration Rules of the American Arbitration Association shall govern any arbitration conducted pursuant to this Arbitration Agreement.

Article 4: General Provision: All claims based upon the same incident, transaction, or related circumstances shall be arbitrated in one proceeding. A claim shall be waived and forever barred if (1) on the date notice thereof is received, the claim, if asserted in a civil action, would be barred by the applicable legal statute of limitations, or (2) the claimant fails to pursue the arbitration claim in accordance with the procedures prescribed herein with reasonable diligence.

Article 5: Revocation: This agreement may be revoked by written notice delivered to the health care provider within 30 days of signature and, if not revoked, will govern all professional services received by the patient and all other disputes between the parties.

Article 6: Retroactive Effect: This agreement shall cover services rendered before the date it is signed (for example, emergency treatment).

If any provision of this Arbitration Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and shall not be affected by the invalidity of any other provision. I understand that I have the right to receive a copy of this Agreement and by my signature below, I acknowledge that I received a copy of this document.



Signature Required on next page...

Article 7: Procedures and Applicable Law: A demand for arbitration must be communicated in writing by U.S. mail, postage, prepaid, to all parties, describing the claim against healthcare provider, the amount of damages sought, and the names, addresses, and telephone number of the patient, and (if applicable) his/her attorney.

The parties shall bear their own costs, fees and expenses, along with a pro rata share of the neutral arbitrator's fees and expenses.

Article 8: Applicable Law & Jurisdiction; California law shall apply to all disputes between the parties to this agreement. All mediations and arbitrations shall take place in the City of Los Angeles and in Los Angeles County, State of California.

I hereby represent that I have either read and understand the contents of this agreement, or the contents of this agreement have been translated for me and I therefore understand the same and hereby agree to its terms.

I understand that I have the right to receive a copy of this agreement. By my signature below, I acknowledge that I have received a copy.

NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE ARTICLE 1 OF THIS CONTRACT.

Healthcare Provider Signature

Patient's Signature

Date

Touch of Class Medspa & Laser Center Inc.
Print Name of Medical Group

Print Patient's Name