

IASIS MICRO CURRENT NEUROFEEDBACK MUTUAL AGREEMENT TO ARBITRATE

Article 1: AGREEMENT TO ARBITRATE: This Agreement requires _____ (“Client”) and Sandra Antonelli (“Provider”) to arbitrate any and all claims or disputes that arise during or following your IASIS Micro Current Neurofeedback treatment (“Treatment”). This Agreement affects your rights to a trial by a jury. You may wish to seek legal advice before signing this Agreement.

It is understood that any dispute as to the Treatment that you receive from Provider is covered by this Agreement, including whether any services rendered by Provider were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by California 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.

Article 2: ARBITRATION OVERVIEW: In arbitration, each side in the dispute presents its case, including evidence, to a neutral third party called an arbitrator, rather than to a judge or jury. The arbitrator is either an attorney or a retired judge. You and the Provider (collectively the "Parties") are entitled to be represented by your own legal counsel in the arbitration proceeding. After reviewing the evidence and considering the arguments of the Parties, the arbitrator makes a written decision or award to resolve the dispute. The arbitrator's decision is final and binding, which means there will be no trial by a judge or jury or appeal of the arbitrator's decision, except as provided by law.

Article 3: MUTUAL DUTY TO ARBITRATE: By signing this Agreement, the Parties agree that any arbitration shall be conducted before one neutral arbitrator jointly selected by the Parties. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Parties agree that any arbitration shall be conducted under the American Arbitration Association Commercial Arbitration Rules and Procedures ("AAA Rules") then in effect. You may obtain a copy of the AAA Rules by accessing the AAA website at https://www.adr.org/sites/default/files/CommercialRules_Web-Final.pdf.

Article 4: ALL CLAIMS MUST BE ARBITRATED: It is agreed by the parties that all claims, including claims arising out of or relating to treatment or services provided by the Provider to Client are covered by this Agreement. This shall include but not be limited to any claims by any of Client's children or heirs, any of Client's current, past or future spouse(s), in relation to all claims, including loss of consortium. This Agreement is intended to bind the Client and the Provider and/or other Providers working with Provider who now or in the future treat Client while employed by, working or associated with or serving as a back-up for the Provider, including those working at the Providers office or any other office whether signatories to this Agreement or not. All claims for monetary damages exceeding the jurisdictional limit of the small claims court against the Provider or against the Client and/or the 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. The claims covered by the Agreement include but are not limited to any claim or dispute as to whether a claim or dispute is subject to arbitration.

Article 5: ARBITRATION OF INDIVIDUAL CLAIMS ONLY. ALL Claims covered by this Agreement must be submitted on an individual basis. No claims may be arbitrated on a class, representative, or collective basis. The Parties expressly waive any right with respect to any covered Claims to submit, initiate, or participate in a representative capacity, or as a plaintiff, claimant or member in a class action, collective action or other representative or joint action, regardless of whether the action is filed in arbitration or in court.

Article 5.1: NO CLASS OR COLLECTIVE ACTION CLAIMS: BY SIGNING THIS AGREEMENT, THE PARTIES AGREE THAT EACH MAY BRING AND PURSUE CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES, AND MAY NOT BRING, PURSUE, OR ACT AS A PLAINTIFF OR CLASS MEMBER, IN ANY PURPORTED CLASS OR COLLECTIVE PROCEEDING.

Article 6: PROCEDURES AND APPLICABLE LAW: Either party may initiate arbitration by delivering a written request to arbitrate to the other party listing the Claim(s) to be arbitrated. Requests to the Provider shall be sent via first class U.S. Mail and delivered to the Provider at her current business address. Requests to Client shall be delivered to the last known home address that Client provided in writing. 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.

Article 7: ARBITRATOR'S AUTHORITY: The arbitrator shall apply state and/or federal substantive law to determine issues of liability and damages regarding all claims to be arbitrated. The arbitrator shall have the authority to order such discovery, by way of deposition, interrogatory, document production, or otherwise, as the arbitrator considers necessary to a full and fair exploration of the issues in dispute, consistent with the expedited nature of arbitration.

The arbitrator is authorized to award any remedy or relief that would have been available to the Parties, in their individual capacity, had the matter been heard in court, The arbitrator has the authority to provide for the award of attorneys' fees and costs to the prevailing party if such award is authorized or required by applicable law. This Agreement shall not be construed to deprive a party of a substantive right or remedy preserved by law.

Article 8: WRITTEN DECISION: The decision of the arbitrator shall be in writing and shall provide the reasons for the arbitrator's award.

Article 9: GENERAL PROVISIONS: 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 10: ENTIRE AGREEMENT: The terms of this Agreement control over any prior or subsequent oral discussions you may or have had with Provider or her representative about arbitration.

Article 11: SEVERABILITY: If any provision of this Agreement is determined to be illegal or unenforceable, such determination shall not affect the balance of this Agreement, which shall remain in full force and effect and such invalid provision shall be deemed severable. By my signature below, I acknowledge that I have received a copy of this Agreement.

BY SIGNING THIS AGREEMENT, THE PARTIES HEREBY WAIVE THEIR RIGHT TO HAVE ANY RELATED DISPUTE, CLAIM OR CONTROVERSY DECIDED BY A JUDGE OR JURY IN A COURT.

BY SIGNING THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ THIS AGREEMENT, THAT THEY UNDERSTAND ITS TERMS, AND THAT THEY HAVE ENTERED INTO THIS AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS T THOSE CONTAINED IN THIS AGREEMENT.

Provider Signature DATE

CLIENT SIGNATURE DATE

(Or Client Representative, indicate relationship if signing for Client)