

PATIENT AND PHYSICIAN ARBITRATION AGREEMENT

("Patient")

PATIENT NAME: _____

Article 1: Agreement to Arbitrate: It is understood that any claim of malpractice against Dr. Simon Ourian and/or his partners, associates, associations, corporations, partnerships, employees, agents, clinics, providers, and/or estate (collectively "Epione"), including any claim that health care services were unnecessary or unauthorized or improperly, negligently, or incompetently rendered or omitted, will be determined by submission to binding arbitration and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this agreement, by entering into it, agree to the use of binding arbitration in lieu of having any such dispute decided in a court of law before a jury.

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 Epione, including any heirs or past, present or future spouse(s) of Patient in relation to all claims, including loss of consortium. This agreement is also intended to bind any children of Patient whether born or unborn at the time of the occurrence giving rise to any claim. This agreement is intended to bind Patient and Epione and/or other licensed health care providers, preceptors, or interns who now or in the future treat Patient while employed by, working or associated with or serving as a back-up for Epione, including those working at Epione'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 Epione must be arbitrated including, without limitation, claims for loss of consortium, wrongful death, emotional distress, or punitive damages. Filing of any action in any court by Epione to collect any fee from Patient shall not waive the right to compel arbitration of any malpractice claim. However, following the assertion of any claim against Epione, any fee dispute, whether or not the subject of any existing court action, shall also be resolved by arbitration.

Article 3: Class Action Waiver: The parties agree that, except where prohibited by federal law, all claims subject to this agreement must be pursued on an individual basis only. By entering this agreement, the parties waive their right to commence or be a party to, any class, collective, or representative action or to bring jointly or collectively any claim, and the arbitrator has no authority to proceed with arbitration on such a basis. Any disputes concerning the validity of this multi-plaintiff, class, collective, and representative action waiver will be decided by a civil court of competent jurisdiction, not by the arbitrator.

Article 4: Procedures and Applicable Law: In the event of a dispute, controversy or claim arising out of or relating in any way to the relationship, the complaining party shall notify the other party in writing on the nature of the dispute and the remedy sought. Within thirty (30) days of such notice, the parties or their representatives shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through arbitration. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach. A demand for arbitration must be in writing and delivered by hand or first class mail to the other party. Any demand for arbitration made to Epione shall be provided to the Epione Arbitration Coordinator at 444 N. Camden Dr., Beverly Hills, CA 90210. The arbitration shall proceed before the American Arbitration Association ("AAA") and be governed by the Federal Arbitration Act ("FAA"). Each party shall select an arbitrator ("party arbitrator") within 30 days and a third arbitrator ("neutral arbitrator") shall be selected by the arbitrators appointed by the parties within 30 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. The arbitration hearing shall take place in Los Angeles County, California. The laws of the State of California shall be applied in any arbitration proceedings, without regard to principles of conflict of laws. Either party shall have the absolute right to bifurcate the issues of liability and damage upon written request to the neutral arbitrator. Subject to the limitations of Article 3, 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 state and federal law, where applicable, establishing the right to introduce evidence of any amount payable as a benefit to Patient to the maximum extent permit by law, limiting the right to recover non-economic losses, and establishing the right to have a judgment for future damages conformed to periodic payments shall apply to disputes within this agreement. The parties further agree that the arbitration conducted pursuant to this agreement shall be final and binding. The prevailing party shall be entitled to reasonable fees incurred due to the arbitration, including arbitration fees, counsel fees, witness fees, or other expenses incurred by the prevailing party. Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

Article 5: 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 6: Revocation: Patient has the right to seek legal counsel concerning this agreement and has the right to rescind this agreement by written notice delivered to Epione within 30 days after the agreement has been signed by Patient. If not timely revoked, this agreement will govern all professional services received by Patient.

Article 7: Retroactive Effect: If Patient intends this agreement to cover services rendered before the date it is signed, Patient should initial here:

_____ Effective as of the date of first professional services.

Article 8: Severability: If any provision of this 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. By my signature below, I acknowledge that I have received a copy.

NOTICE: BY SIGNING THIS AGREEMENT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEUTRAL BINDING ARBITRATION RATHER THAN BY A JURY OR COURT TRIAL. SEE ARTICLE 1 OF THIS CONTRACT.

AGREED: _____
Patient name (print) Patient Signature Date

In consideration of the foregoing execution of this agreement, Epione agrees to be bound by its terms.

AGREED: _____
Epione representative name (print) Epione representative signature Date