

## MUTUAL ARBITRATION AGREEMENT

Article 1: **Agreement to Arbitrate:** It is understood that any dispute as to medical malpractice and accompanying claims, that is, whether any medical services rendered were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered, will be determined by submission to arbitration as provided by New York law, and not by a lawsuit or resort to court process except as New York law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional rights to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

Article 2: **All Claims Must be Arbitrated:** It is the intention of the parties that this Mutual Arbitration Agreement (“Agreement”) bind all parties whose claims may arise out of or related to treatment, procedures and/or services provided by Healthier Life Medicine PLLC, and its successors and assigns, and each of its officers, directors, shareholders, members, managers, physicians, employees, staff and agents, or other medical personnel (collectively referred to as “Group”) engaged by the foregoing in connection with treatment, procedures and/or services provided to patient hereunder (and each third-party is hereby expressly made an intended third-party beneficiary to this Agreement). The parties specifically intend that this Agreement bind any spouse or heirs of the patient and any children, whether born or unborn, at the time of the occurrence giving rise to any claim. In the case of any pregnant mother, the term “patient” herein shall mean both the mother and the mother’s expected child or children. Accordingly, any dispute, claim or controversy arising out of or relating to treatment, procedures and/or services provided by the Group, including but not limited to claims of professional negligence/medical malpractice, claims for loss of consortium, wrongful death, emotional distress or punitive damages, and/or the determination of the scope or applicability of this agreement to arbitrate, must be determined by binding arbitration in accordance with Article 3, below.

Article 3: **Procedures and Applicable Law:** A demand for arbitration must be communicated in writing to all parties. The arbitration shall be conducted in the County of Suffolk, before one (1) arbitrator, and shall be administered by the American Arbitration Association (“AAA”) pursuant to its Commercial Arbitration Rules. Judgment on the award may be entered in any court having jurisdiction, if necessary to enforce the award. Each party will pay his, her or its own legal expenses, including attorneys’ fees, arbitrator’s fees, and costs of the arbitration.

Prior to the appointment of the arbitrator, and within thirty (30) days from the date of the filing of the written intent to arbitrate, the parties shall agree to submit the dispute to AAA for mediation and shall complete said mediation within thirty (30) days of the filing

of the written intent to arbitrate, unless otherwise stipulated among the parties in writing. The parties will cooperate with AAA and with one another in selecting a mediator from AAA panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any AAA employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the completion of the mediation (or such later date as the parties may mutually stipulate in writing), the administration of the arbitration shall proceed forthwith. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case.

Either party shall have the absolute right to arbitrate separately the issues of liability and damages upon written request to the neutral arbitrator.

The parties' consent to the intervention and joinder in this arbitration of any person or entity which 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.

**Article 4: General Provisions:** All claims based upon the same incident, services, 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 New York statute of limitations, or (2) the claimant fails to pursue the arbitration claim in accordance with the procedures prescribed herein with reasonable diligence. With respect to any matter not herein expressly provided for, the arbitrator shall be governed by the New York Code of Civil Procedure provisions relating to arbitration as set forth herein.

**Article 5: Revocation:** This Agreement may be revoked by written notice delivered to Healthier Life Medicine PLLC within 30 days of signature below. It is the intent of this Agreement to apply to all medical services rendered any time for any condition.

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, and I acknowledge that I have received a copy.