



Cary D. Nelson, M.D.
M.O.S. Medical, Inc.
Skinetics, Inc.
725 W. La Veta Avenue, #250
Orange, CA 92868
714.538.6072

CLINICIAN-PATIENT ARBITRATION AGREEMENT

Article 1: Agreement to Arbitrate: It is understood that any dispute as to medical malpractice, that is as to where medical services under this contract were unnecessary or were improperly, negligently, or incompletely rendered will be determined by submission to arbitration as provided by California Law.

Article 2: All Claims must be arbitrated: It is the intention of these articles that this agreement bind all parties whose claims may arise out of or relate to treatment provided by Dr. Cary D. Nelson/ Skinetics employees, including 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.

All claims for monetary damages exceeding the jurisdictional limit of the small claims court against Dr. Cary D. Nelson and Skinetics employees, agents and estates of any of them, must be arbitrated including, without limitation, claims for loss of consortium, wrongful death, emotional distress or punitive damages. Filing in any court by Dr. Cary D. Nelson/ Skinetics to collect any fee from the patient shall not waive the right to compel arbitration on any malpractice claim.

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) with thirty days and a third arbitrator (neutral arbitrator) shall be selected by the arbitrators appointed by the parties within thirty days of a demand for a neutral arbitrator by either party.

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

The parties consent to the intervention and joinder in the 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 pending arbitration.

The parties agree that provisions of California law applicable to health care providers shall apply to disputes within this arbitration agreement, including, but limited to, Code of Civil Procedure Sections 340.5 and 557.7 and Civil Code Sections 3333.1 and 3333.2. Any party may bring before the arbitrators a motion for summary judgment or summary adjudication in accordance with the Code of Civil Procedure. Discovery shall be conducted pursuant to the Code of Civil Procedure section 1283.05, however, depositions may be taken without prior approval of the neutral arbitrator.

Article 4: General Provisions: All claims based upon the same incident, transaction or related circumstances shall be arbitrated in one proceeding and at the end that proceeding, said claim shall be considered resolved forever.

Article 5: Revocation: This agreement may be revoked by written notice delivered by Dr. Cary D. Nelson/ Skinetics within 30 days of signature, if the intent of this agreement to apply all medical services rendered any time for any condition.

Article 6: Retroactive Effect: If the patient intends this agreement to cover services rendered before the date it is signed (including, *but limited to*, emergency treatment) patient should initial below.

Effective as of the first dated medical service.

By: _____ Date: _____
Patient Signature

By: _____
Print Patient's Name

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 provisions.

I understand that I have the right to receive a copy of this arbitration 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 MUTUAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO JURY OR COURT TRIAL. SEE ARTICLE 1 OF THE CONTRACT.

By: _____ Date: _____
Authorized Physician or Skinetics Representative's Signature