

### **VOLUNTARY ARBITRATION AGREEMENT**

In the unlikely event a dispute occurs as a result of our services, we are offering through this voluntary agreement a less formal and more efficient manner to reach a final determination. This agreement is designed to resolve patient related disputes in a much faster manner and at significantly less cost to all parties than claims brought in State court.

This Arbitration Agreement (“**Agreement**”), by and between you, the patient, and/or the patient’s legal representative, (collectively referred to as, the “**Patient**”), and both, the individual, Dr. Hesham Fakhri, MD and the company Hesham Fakhri, MD, PLLC (collectively referred to as, “**Provider**”) (both Patient and Provider referred to as the “**Parties**”).

**1. Description of Operation.** Arbitration is an alternative manner of resolving disputes promptly, efficiently, and with finality, without involving the courts, which takes more time and money. In arbitration, claims or disputes are heard and decided by a panel of private individuals called arbitrators, who are selected by both Parties. The decision of the arbitrators regarding a claim or dispute binds both Parties.

**2. Scope.** The Parties agree to resolve by binding arbitration any legal dispute, controversy, demand, or claim that arises in connection with or is in any way related to the Patient’s treatment involving the Provider, including, but not limited to, invasive wellness checks and services for stress tests (referred to collectively herein as “**Disputes**”), with the exception of a Dispute for which the claimant stipulates in writing that the amount sought is equal to or less than \$20,000. This Agreement does not waive or eliminate any duty imposed by law to participate in any statutory or administrative agency grievance proceedings.

**3. Binding on Parties & Others.** This Agreement shall inure to the direct benefit of and bind the Provider and any health care practices at which location Provider treats patients and such practices’ owner(s), affiliates, subsidiary companies, landlords, officers, providers, employees, or consultants and shall inure to the direct benefit of and bind the Patient, and the Patient’s heirs, beneficiaries, successors, spouses, children, next of kin, guardians, administrators, and legal representatives.

**4. Arbitration Panel.** The arbitration shall be conducted by a panel of three (3) arbitrators (the “**Panel**”). Each Party will select one arbitrator and those arbitrators will select the third arbitrator from a list of potential arbitrators agreed to by the Parties. Unless agreed to otherwise by the Parties and where available, the source for the list to determine the third arbitrator will be the Federal Court List of Mediators for the U.S. District Court for the jurisdiction in which the Provider is located. The selected arbitrators must be independent of the Parties and not a current or former partner or associate of the Parties’ counsel.

**5. Applicability of Federal Law.** The Federal Arbitration Act (“**FAA**”) FAA governs this Agreement. The Provider’s operations involve federal entitlement programs or multistate vendors and service, and therefore involves interstate commerce. Further, the FAA makes arbitration agreements valid, irrevocable, and enforceable, and subject to the same enforcement and revocations provisions of any contract.

**6. Arbitration Hearing Timeline, Procedural and Evidentiary Rules.** Unless agreed to otherwise by the Parties, the Arbitration Hearing shall take place within one hundred and eighty (180) days of the date of a written demand for arbitration. Within ten (10) days of the date the third arbitrator is selected; the third arbitrator shall hold a Case Management Conference for scheduling purposes. The discretion to permit or deny discovery, is solely within province of the third arbitrator. The third arbitrator will be solely responsible for presiding over any hearings held in advance of the Arbitration Hearing.

**7. Majority and Specificity for Verdict.** A majority of the three-person Panel must agree with the verdict for it to be binding. The Parties have a limited right to appeal a binding verdict, as permitted by the FAA. Panel must complete a Verdict Form, which specifies their findings. The Verdict Form shall be marked “CONFIDENTIAL” and must be signed by all Panel members that are in agreement with the verdict. If any damages are awarded, the award must delineate specific amounts for each type of damages awarded, all in compliance with State substantive law regarding damages.

**8. Fees and Costs.** The Panel’s fees and costs will be divided equally between the Parties or according to State law.

**9. Term.** This Agreement commences on the date executed below and continues for a period four (4) years from the date of Patients last treatment by the Provider.



**Hesham Fakhri MD**  
**Vatsal Inamdar MD**

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**10. Confidentiality.** The arbitration proceedings shall remain confidential in all respects, including all filings, deposition transcripts, discovery documents, or other materials exchanged between the Parties, and the Panel's award. In addition, following receipt of the Panel's award, each Party agrees to return to the producing Party, within thirty (30) days, the original and all copies of documents exchanged in discovery and at the Arbitration Hearing.

**11. Waiver of Jury Trial. THE PARTIES CONFIRM THAT EACH OF THEM UNDERSTANDS THAT EACH HAS WAIVED THE RIGHT TO TRIAL BEFORE A JUDGE OR JURY AND THAT EACH CONSENTS TO ALL OF THE TERMS OF THIS VOLUNTARY AGREEMENT.** Signing this Agreement is optional and your ability to receive treatment or services will be unaffected. You or your legal representative acknowledge the right to review this agreement with an attorney before signing.

The Parties or authorized representative of the Parties, in full understanding the terms and conditions, hereby execute this Agreement as of the dates included below.

**PATIENT:**

\_\_\_\_\_  
Patient's Printed Name

\_\_\_\_\_  
Patient's/Patient's Legal Representative Signature (Date)

**PROVIDER REPRESENTATIVE:**

\_\_\_\_\_  
Signature of Provider Representative

\_\_\_\_\_  
(Date)