



An arbitration agreement is intended for use in the resolution of disputes. This agreement must be completed and signed by both parties prior to entering into the agreement for surgery, so that in the event of a dispute this contract will be in place to limit the expense and time necessary for civil litigation in a court.

In consideration of this agreement, Erik J. Nuveen, M.D., D.M.D., a double Board Certified Cosmetic Surgeon and Maxillofacial Surgeon, who has performed more than 10,000 major surgeries, his employees and assistants as assigned, herein called the Physician, to render certain medical and elective surgical services for hereinafter named Patient, physician and the patient, do hereby agree to the following:

1. It is understood that any dispute as to negligence in action or inaction, or medical malpractice, that is as to whether any medical service rendered under this contract were unnecessary, unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by the laws of the State of Oklahoma, Title 15, Oklahoma Statutes, Section 801, et seq., and not by a lawsuit or resort to court process except as the law of the State of Oklahoma provides for judicial review of arbitration proceeding, both parties to this contract, by entering into it, are accepting the use of arbitration as a method of dispute resolution and are giving up their right to have any such dispute decided in a court of law before a jury. This method of resolution has been elected in order to come to timely and less litigious settlement of such a concern or disagreement.
2. In the event of any claim, demand, controversy, civil action or dispute, including but not limited to personal injury, malpractice, negligence or any tort, whether brought in tort, contract or otherwise, by Patient, his dependents, whether or not minors, heirs at law, or person representatives, against Physician or any of Physician's officers, directors, shareholders, agents, representatives, employees, successors in shareholders, agents, representatives, employees, successors in interest assigns, staff physicians or associates agreeing in writing to be bound by contract to this arbitration provision of the agreement THE SOLE METHOD FOR RESOLVING SUCH DISPUTE SHALL BE BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The parties, who are the physician and the patient, shall be heard by an arbitrator who shall decide the controversy based on the evidence presented. The arbitrator will be agreed upon by mutual consent of the parties. It is agreed that all parties relevant to a full and complete settlement of any dispute subject to this agreement may be interviewed or joined.
3. The prevailing party in any arbitration pursuant to this agreement shall be awarded all cost, including reasonable attorney's fees and the arbitrators' fees, in prosecuting or defending the claim in arbitration, but not to exceed \$2000.00 in amount. Furthermore, if any action is initiated or undertaken to set aside or otherwise attach these arbitration agreement or award, or to compel arbitration, the prevailing party in the court action shall be entitled to all costs of such action, including reasonable attorney's fees as may be fixed by the court.

Before signing this document, verify that you comply with the content.

X

Patient Signature and Date