



## ARBITRATION AGREEMENT

### 1. Agreement To Arbitrate

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial [or other] Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

### 2. Negotiation

In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

### 3. Location of Arbitration

The place of arbitration shall be San Diego, California.

### 4. Governing Laws

This agreement shall be governed by and interpreted in accordance with the laws of the State of California. The parties acknowledge that this agreement evidences a transaction involving interstate commerce. The United States Arbitration Act shall govern the interpretation, enforcement, and proceedings pursuant to the arbitration clause in this agreement.

## 5. Document Discovery

Consistent with the expedited nature of arbitration, each party will, upon the written request of the other party, promptly provide the other with copies of documents [relevant to the issues raised by any claim or counterclaim] [on which the producing party may rely in support of or in opposition to any claim or defense]. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the [arbitrator(s)] [chair of the arbitration panel], which determination shall be conclusive. All discovery shall be completed within 45 days following the appointment of the arbitrator(s).

## 6. Depositions

At the request of a party, the arbitrator(s) shall have the discretion to order examination by deposition of witnesses to the extent the arbitrator deems such additional discovery relevant and appropriate. Depositions shall be limited to a maximum of three per party and shall be held within 30 days of the making of a request. Additional depositions may be scheduled only with the permission of the DRAFTING DISPUTE RESOLUTION CLAUSES 29 [arbitrator(s)] [chair of the arbitration panel], and for good cause shown. Each deposition shall be limited to a maximum of three hours duration. All objections are reserved for the arbitration hearing except for objections based on privilege and proprietary or confidential information.

## 7. Remedies

The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute.

## 8. Attorney's Fees

The arbitrators shall award to the prevailing party, if any, as determined by the arbitrators, all of its costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees.

## 9. Confidentiality

Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

## 10. Revocation

This Agreement may be revoked by written notice delivered to the Zen Brainz Practitioner within 30 days of signature and if not revoked will govern all professional services received by the client and all other disputes between the parties.

## 11. Retroactive Effect

If client intends this Agreement to cover services rendered before the date it is signed (for example, emergency session) client should, effective as the date of first professional services.

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 provision. 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 AGREEMENT YOU ARE AGREEING TO HAVE ANY ISSUE RELATED TO THE SERVICES RENDERED UNDER THIS AGREEMENT DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO JURY OR COURT TRIAL. SEE ARTICLE 1 OF THIS AGREEMENT.**

**ZEN BRAINZ NEUROFEEDBACK DISCLAIMER:** The Zen Brainz website does not contain any medical advice. Zen Brainz Neurofeedback is NOT A MEDICAL TREATMENT, rather the retraining of the brain and nervous system. The information, including but not limited to text, videos, images and other materials contained on this website is for informational purposes only. The purpose of this website is to promote consumer understanding and knowledge about Zen Brainz Neurofeedback . It is not intended to be a substitute for professional medical advice, diagnosis or session. If you believe you have a medical condition, please first always seek the advice of your physician or other qualified healthcare provider with any questions you may have regarding a medical condition. Before undertaking a new

health care regimen, never disregard professional medical advice or delay in seeking it because of something you have read on this website. Video and written success stories contained on this site are the sole experience of those individuals shown were having written down and are not the opinions of Zen Brainz Neurofeedback or its practitioners. Never self-medicate or choose to discontinue taking medicine without first discussing with your doctor.  
I acknowledge that I have read and understand the above Disclaimer.

Client, Parent or Guardian full name:

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By signing this form you are agreeing to the terms and conditions stated herein.

Client, Parent or Guardian Signature:

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