

GOVERNING LAW AND JURISDICTION AGREEMENT

I, _____, being a nonresident of Canada, acknowledge and confirm that The Toronto Centre For Medical Imaging Inc. (the “**Centre**”) has agreed to provide its services (the “**Services**”) to me on the following terms and conditions:

1. I hereby agree that:

- (a) all aspects of the relationship between me and the Centre (as well as its agents, delegates, employees and any physicians and other independent health care practitioners providing medical or other health care and treatment to me at or in association with the Centre), including without limitation any medical or other health care and treatment provided to me; and
- (b) the resolution of any and all disputes arising from or in connection with that relationship, including any disputes arising under or in connection with this Agreement,

shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

2. I hereby acknowledge that the medical or other health care and treatment I receive from the Centre will be provided in the Province of Ontario, and that the Courts of the Province of Ontario shall have exclusive jurisdiction to hear any complaint, demand, claim, proceeding or cause of action, whatsoever arising from or in connection with that medical or other health care and treatment, or from any other aspect of my relationship to the Centre. For greater certainty, I hereby accept and irrevocably submit to the jurisdiction of the Courts of the Province of Ontario in respect of any such complaint, demand, claim, proceeding or cause of action, whatsoever, and acknowledge their competence and agree to be bound by any judgment thereof.

3. I agree that if any part of this Agreement is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other part or provision and such unenforceable or invalid portion shall be severable from the remainder of this Agreement.

4. This Agreement shall enure to the benefit of and be binding upon the undersigned and his/her heirs, executors, legal representatives and beneficiaries, and the Centre and its successors and assigns.

5. I acknowledge that I have read this Agreement in its entirety (or that it has been read to me, if I am unable to read it). I am of clear mind and fully understand the information in this Agreement and all of my questions and concerns regarding the Services (if any have been answered. I hereby freely accept the possible risks associated with the use of the Services and understand that no guarantees have been made regarding the outcome.

DATED this _____ day of _____, 20__.

Patient Name (please print)

Patient Signature

TCFMI Representative's Name

TCFMI Representative's Signature

Permanent Address of Patient:

