

Standard Non-Binding Paper Arbitration Rules

Agreement of Parties

The following Standard Non-Binding Paper Arbitration Rules shall apply whenever parties sign a document that states they will abide by them. Parties may modify any provision, in writing, by mutual agreement. Agreements sent to parties must be signed and received by Resolute Systems, LLC (Resolute) within seven days of the date sent or Resolute will have the right to cancel the agreement.

Arbitration Fees

Each party to the Arbitration shall be invoiced in accordance to The Resolute Systems fee schedule provided to the parties. Required deposits must be received by Resolute Systems at least 14 days prior to the scheduled hearing or the hearing may be cancelled or postponed until such deposit is received.

Selection of Arbitrator

Unless applicable law or the agreement of the parties provides otherwise, the dispute shall be decided by one arbitrator. Resolute will submit a Panel of Distinguished Neutrals from which each party shall have the right to find a mutually acceptable arbitrator. Resolute will facilitate the appointment of the arbitrator from the names chosen by the parties. If the parties fail to agree on any of the persons named, the parties may employ a striking process facilitated by Resolute Systems to select the arbitrator. Resolute Systems will submit a panel of six arbitrators. Consistent with our diversity commitment Resolute Systems strives to include diverse arbitrators on all lists. Each party may strike any names and rank the remaining in order of preference. The highest ranked commonly approved arbitrator will be selected. If no common arbitrator emerges, Resolute Systems will appoint the arbitrator from the non-stricken selections.

The parties may also request that Resolute appoint the arbitrator from among members of the Panel of Distinguished Neutrals in lieu of employing the striking process.

Qualifications of Arbitrator

No person shall serve as an arbitrator in any case in which that person has any financial or personal interest. The arbitrator shall disclose any circumstances likely to create a presumption of bias that might disqualify her/him as an impartial arbitrator. If for any reason an appointed arbitrator should be unable to perform the duties of the office, parties must mutually agree on a replacement from among those names remaining on the list(s) submitted to the parties. If an appointment cannot be made from the list(s), parties may request that Resolute appoint a replacement from among those names remaining on the list(s) submitted to the parties.

Arbitration Briefing Schedule

The parties shall mutually agree upon the date that arbitration briefs and supporting materials shall be submitted to the arbitrator and exchanged with each other. The parties will then have 21 days to submit a reply brief to the arbitrator and copy in the opposing party. If the parties are unable to agree upon a briefing schedule, the arbitrator may set the briefing schedule.

Representation

Any party may be represented by counsel or other authorized representative.

Postponements, cancellation or settlement

The arbitrator may, for good cause, postpone the briefing deadline upon the request of a party or upon the arbitrator's own initiative. The arbitrator shall grant such postponement when all of the parties agree thereto. Any party requesting the postponement shall pay a processing fee to Resolute according to the terms of their fee schedule.

Arbitration in the Absence of a Party or Counsel

Unless the law provides to the contrary, the arbitration may proceed in the absence of any party or counsel whom, after due notice, fails to be present or fails to obtain an adjournment. An award shall not be made solely on the default of party. The arbitrator shall require the party who is present to submit such evidence as is deemed necessary for the making of an award.

Evidence

The arbitrator shall be the judge of the relevance and materiality of the evidence offered and conformity to legal rules of evidence shall not be necessary. Parties may submit expert reports, affidavits, medical records, financial statements, tax returns, witness statements, and other documents and reports in lieu of calling live witnesses to testify at the hearing. Parties agree to submit all exhibits, documentation, and lists of witnesses to be used in the arbitration directly to the arbitrator, and to the opposing party. The exhibits, documentation and witness lists must be postmarked (if sent by mail), delivered to a courier (if sent by messenger or overnight delivery), or transmitted (if sent by email or facsimile) no later than the submission date established in the arbitration agreement signed by all parties. Pursuant to State Statutes, deadlines are subject to arbitrator's rights.

Disclosure of Maximum and or Minimum Limits

Should parties agree to maximum and or minimum limits, they shall not be revealed to the arbitrator. Any party disclosing the maximum or minimum award limits to the presiding arbitrator, either through pre-conference document submission or at the hearing itself, will incur the entire cost of that conference and all applicable cancellation or rescheduling fees. The arbitrator shall have the right to void the hearing if such limits are disclosed.

Closing of Hearing

The arbitrator shall specifically inquire of all parties whether they have any further proofs to offer or witnesses to be heard in accordance with the Arbitration Agreement. The arbitrator shall declare the hearing closed upon determination that there are no further presentations.

Arbitration Award

The arbitration award shall be in writing and shall be signed by the arbitrator. Arbitration Awards will be published upon payment in full by all parties. Any party may pay the full arbitration fee to release the award. The arbitrator shall render the award promptly and, unless otherwise agreed by the parties or specified by law, no later than fourteen days from the date of closing the hearing, or, if oral hearings have been waived, from the date of transmitting the final statements and proofs to the arbitrator.

Waiver of Procedures

Any party who proceeds with the arbitration after knowledge that any provision or requirement of these rules has not been complied with and who fails to state objection thereto in writing shall be deemed to have waived the right to object.

Extensions of Time

The parties may modify any period of time by mutual written agreement. Resolute may for good cause extend any period of time for making the award. Resolute shall notify the parties of any such extension and its reason therefore.

Serving of Notice

(a) Each party shall be deemed to have consented that any papers, notices, or process necessary or proper for the initiation or continuation of an arbitration under these rules, for any court action in connection therewith; or for the entry of judgment on any award made under these rules may be served upon such party by mail addressed to such party or its attorney at the last known address or by personal service, in or outside the state where the arbitration is to be held, provided that reasonable opportunity to be heard with regard thereto has been granted to such party.(b) To facilitate communication between the parties and Resolute, the parties agree that

communications received from each other or Resolute via facsimile machine, telex, telegram, or other written forms of electronic communication are valid and proper notice under these rules.(c) Parties agree that the arbitration agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument and facsimile copies of signatures are as valid and enforceable as original signatures.

Scope of Award

The parties agree that the arbitrator's decision and award, if any, are not binding upon the parties. Any party may reject the arbitrator's decision and award, if any.

Award upon Settlement

If the parties settle their dispute during the course of the mediation phase, the arbitrator may, upon their request, set forth the terms of the agreed settlement in an award.

Delivery of Award to Parties

Parties shall accept as legal delivery of the award the placing of the award or a true copy thereof in the mail addressed to such party or its attorney at the last known address, personal service of the award, or the filing of the award in any other manner that may be permitted by law.

Applications to Court and Exclusions of Liability

(a) No judicial proceeding by a party relating to the subject matter of the arbitration shall be deemed a waiver of the party's right to arbitrate. (b) Neither Resolute nor any arbitrator in a proceeding under these rules is a necessary party in judicial proceedings relating to the arbitration or mediation. (c) Parties to these rules shall be deemed to have consented that judgment upon the arbitration award may be entered in any federal or state court having jurisdiction thereof. (d) Neither Resolute nor any arbitrator shall be liable to any party for any act or omission in connection with any arbitration conducted under these rules.

Interpretation and Application of Rules

The arbitrator shall interpret and apply these rules insofar as they relate to the arbitrator's powers and duties.