

COMPREHENSIVE DISPUTE RESOLUTION RULES AND PROCEDURES©

(Updated as of 8/7/2026)

NAM (National Arbitration & Mediation)
990 Stewart Avenue, First Floor
Garden City, NY 11530
Phone: 1-800-358-2550
Fax: 516-794-8971
www.namadr.com

SCOPE OF RULES

RULE NO. 1: APPLICATION OF RULES

All rules set forth herein are National Arbitration & Mediation ("NAM")'s Comprehensive Dispute Resolution Rules and Procedures (hereinafter "NAM's Rules") and shall govern non-binding Mediations and binding Arbitrations of disputes that are administered by NAM by the parties' mutual agreement to use these rules or pursuant to any written agreement between the parties.

NAM may administer a case pursuant to these Rules where a written agreement between the parties designates NAM as the Administrator for the arbitration and/or mediation. In addition, in the event the written agreement between the parties designates an administrator who is unable or unwilling to administer the case, NAM may administer the case if (i) the parties consent to same or (ii) after the Claimant serves a Demand for Arbitration/Request for Mediation upon the Respondent and files the case with NAM, the Respondent does not object to NAM's administration of the case within 10 days of service of the Demand for Arbitration/Request for Mediation. In any event, it is within NAM's sole discretion to accept or reject any case for administration.

These rules are designed to secure the most expeditious, private, and inexpensive resolution and determination of every case, whether in law or equity.

The parties are free, however, to enter into a mutually executed written agreement at any time to amend or modify any of NAM's Comprehensive Rules for the purpose of their case.

These Rules are also to be used when contractual dispute resolution provisions/programs have been established whereby both entities have agreed to utilize Arbitration and/or Mediation to resolve such contractual disputes. When such a provision/program exists, there may be instances in which the Rules and Procedures of the provision/program as written and as agreed upon by the entities differ from some of the Rules and Procedures as contained herein. In these instances, NAM's Rules and Procedures contained herein may be modified to conform to that of the program as established and mutually agreed upon by the entities. Such modifications would be subject to NAM's review and acceptance.

RULE NO. 2: DEFINITIONS

For purposes of these Rules, the following definitions apply:

A. **Arbitration Agreement** – any written agreement between the parties to resolve a dispute, claim or controversy through binding Arbitration.

B. **Arbitration Hearing** – any proceeding in which disputes, claims, or controversies are resolved, including:

   i. **In-Person/Oral Arbitration Hearing** – any proceeding in which an Arbitrator entertains oral testimony or arguments and reviews documents and evidence to render an award or judgment. The hearing may be conducted in-person, via telephone, or virtually/by videoconference.

ii. **Arbitration based on Written Submissions** – any proceeding in which the Arbitrator reviews documents, evidence or property and bases his or her decision solely on the documentary evidence presented to him or her.

C. **Arbitration Notice** – a written notice which the Claimant files and serves upon the Respondent to initiate the claim and request Arbitration. Also referred to as a Demand for Arbitration.

D. **Arbitrator** – an individual conducting Arbitration Hearings.

E. **Award** – any binding award issued by an Arbitrator establishing the final rights and obligations of the parties. A judgment may be entered for enforcement in a public court pursuant to the rules of the relevant jurisdiction for enforcement of arbitral awards.

F. **Claim** – any claim seeking a remedy or relief submitted by one party against other parties, including an initial claim, counter, or cross claim.

G. **Claimant** – any party initiating an Arbitration or Mediation and making a Claim under these Rules and Procedures.

H. **Consumer** – an individual who purchases, seeks, or acquires goods or services for personal, family, or household use.

I. **Consumer Cases** – disputes which arise pursuant to a pre-dispute arbitration agreement in which the business has a standardized, systematic application of arbitration clauses with customers and there is minimal, if any, negotiation between the parties as to the procedures or other terms of the arbitration clause. The NAM Administrator, in his/her sole discretion, will determine whether a party is to be classified as a consumer.

J. **Deposition** – testimony under oath, especially a statement by a witness that is written down or recorded for use in legal proceedings at a later time.

K. **Discovery** – the compulsory disclosure of pertinent facts or documents to the opposing party in a legal proceeding.

L. **Document** – any writing or data compilation containing evidential information such as facts, opinions, statements, reasons, descriptions, legal arguments, or any other information in any form such as an agreement, record, correspondence, tape, disk, request, notice, affidavit, memorandum, or other writing. Documents shall include, but not be limited to, all written notifications and communications, pleadings, reports, photographs, bills, receipts, invoices, records maintained in the ordinary course of business, medical reports, contracts, and any other written documents.

M. **Fee Schedule** – the then-current Fee Schedule in effect at the time of the filing of the claim which is subject to NAM's Comprehensive Dispute Resolution Rules and Procedures and is made a part of these Rules and incorporated by reference herein.

N. **Comprehensive Dispute Resolution Rules and Procedures** – the rules and procedures administered by NAM to assist parties to resolve disputes that may arise.

O. **Interim Order** – any order providing temporary or preliminary relief pending a final Award.

P. **Interrogatory** – a formal or written question asked to a witness, usually requiring an answer under oath.

Q. **Mediation** – a non-binding settlement conference. Mediation sessions are only binding where an agreement is reached. Documentary evidence may be used by the parties and submitted to the Hearing Officer to facilitate negotiations.

R. **Mediator** – an individual conducting a Mediation Conference.

S. **Mediation Agreement** – any written agreement between the parties to resolve a dispute, claim, or controversy through non-binding Mediation.

T. **Mediation Conference** – a non-binding settlement proceeding in which each party is given an opportunity to describe the facts of the case and explain its position to a Mediator, who, in turn meets privately with each side to evaluate their respective cases and to discuss potential settlement figures with a view toward guiding the parties to the settlement of their dispute. The hearing may be conducted in-person or via telephone.

U. **Mediation Notice** – a written notice which the Claimant files and serves upon the Respondent to initiate the claim and request Mediation. Also referred to as a Request for Mediation.

V. **NAM** – the administrator of the Comprehensive Dispute Resolution Rules and Procedures, with administrative offices at 990 Stewart Avenue, First Floor, Garden City, NY 11530 Attn: Commercial Dept.; telephone # is 800-358-2550.

W. **NAM Administrator** – the individual or individuals appointed by NAM to administer NAM's Comprehensive Dispute Resolution Rules and Procedures. Unless specifically directed to do so by the NAM Administrator or the Arbitrator(s)/Mediator, all communications among the parties and NAM, whether verbal or written, should be addressed to the NAM Administrator at 990 Stewart Avenue, First Floor, Garden City, NY 11530 and not directly to the Arbitrator(s)/Mediator. The NAM Administrator may, in his or her discretion, appoint a NAM employee or employees to assist in the administration of a claim submitted to NAM.

X. **Order** – any order issued by an Arbitrator establishing specific rights and obligations of the parties.

Y. **Party** – any individual or entity who makes a claim or against whom a claim is made, including Claimants and Respondents.

Z. **Reply** – a written response by the Respondent to an Arbitration Notice filed by the Claimant.

AA. **Representative** – any individual, including an attorney, who represents a party in an Arbitration or Mediation.

BB. **Respondent** – any party against whom a claim is made.

CC. **Sanctions** – may include the dismissal of the claim or counter-claim, preclusion of evidence, admission of facts, payment of Fees, costs or attorney's Fees, or the granting of an award. The Arbitrator may impose sanctions against a party, a representative, or both.

DD. **Service** – the methods of delivery specified in Rule No. 13 by which a party may deliver an Arbitration Notice or Reply, or any other documents or written communications to another party or to the NAM Administrator.

EE. **Signature** or **Signed** – a mark or symbol intended as an attestation, produced by reliable means, intended as a signature.

FF. **Witness** – an individual, who may or may not be a party, who will appear at an Arbitration hearing and give sworn testimony regarding the dispute, claim, or controversy.

GG. **Written Submissions** – the legal memorandum, position paper, case law, deposition transcript, witness statements, expert reports, photographs, bills, receipts, invoices, or any other written documentary evidence submitted by a party in support of its position.

RULE NO. 3: PRIVACY AND CONFIDENTIALITY

All documents and materials submitted to or filed with NAM shall remain private and are not subject to public scrutiny. All communications, whether oral or written, and all testimony at an Arbitration shall remain confidential and inadmissible in any other judicial or alternative dispute resolution proceeding, with the exception of an appeal if the parties mutually agree in writing to an appeal process or unless otherwise required by law or judicial decision. Any such appeal would then be subject to NAM's Appellate Dispute Resolution Rules and Procedures. With respect to Mediations, the NAM Administrator, the Mediator, and the parties shall keep all matters relating to the Mediation proceeding, including the terms of the settlement agreement, confidential unless the parties mutually agree otherwise, or disclosure is necessary for the purposes of implementation and enforcement.

RULE NO. 4: EXCLUSION OF LIABILITY

A. Neither NAM, nor its Officers, Directors, employees, representatives, Arbitrators, or Mediators shall be liable for any act or omission in connection with any Arbitration or Mediation conducted under these Rules or any other rules and procedures mutually agreed upon by the parties.

B. Neither NAM, nor its Officers, Directors, employees, representatives, Arbitrators, or Mediators is a necessary party in any further alternative dispute resolution or judicial proceeding and may not be called to testify at any subsequent proceeding.

C. The parties agree not to make any claims against NAM for damage, loss, or injury and hereby waive any cause of action or other remedy against NAM, its employees, Arbitrators/Mediators, agents, etc.

D. NAM will provide a secure method for the submission and exchange of case-related documents and materials. Parties and/or Counsel are responsible for using those specified methods for the transmission of case-related documents. Documents transmitted through any other means including,

but not limited to, direct e-mail transmission to neutrals or NAM personnel, are at the sender's sole risk. NAM shall not be liable for any loss, delay, unauthorized disclosure, breach of confidentiality, or any other damage resulting from the use of non-specified transmission methods. Please contact a NAM Case Manager/Account Executive/IT Department to obtain information regarding NAM's available secure submission methods.

RULE NO. 5: REPRESENTATION

Parties may act on their own behalf or may be represented by a person with authorization to act on their behalf. The name, address, and contact information of such persons shall be communicated to NAM and all other parties at least thirty (30) days prior to the scheduled hearing or conference.

RULE NO. 6: ADJOURNMENTS FOR ARBITRATIONS OR MEDIATIONS

The Arbitrator(s)/Mediator may, in his/her discretion, grant a party's request for postponement of a scheduled In-Person/Oral Arbitration Hearing, a scheduled Mediation conference, or the date fixed for the receipt of documentary evidence for an Arbitration based on Written Submissions.

RULE NO. 7: FEES

The parties shall pay those Fees set forth in the then current Fee Schedule in-effect at the time of the filing of the claim which is subject to NAM's Comprehensive Dispute Resolution Rules and Procedures which is incorporated by reference herein and made part of these Rules. In the event that the administration of a matter extends beyond a one-year period, NAM may, in its sole discretion, charge the most current Fees set forth in the most recent Fee Schedule for additional time expended on the matter.

NAM may elect not to commence and/or continue administration of a claim and/or withhold the release of the Arbitrator's decision (as applicable) due to nonpayment of Fees. NAM and/or the Arbitrator shall have the authority to suspend or terminate the administration of a matter due to non-payment of outstanding Fees.

In the event that a party fails or refuses to make payments or provide any deposit directed by NAM, the other party(ies) may affect a substitute payment to allow the Arbitration/Mediation to proceed (subject to any Award for costs). In such circumstances, the party(ies) paying the substitute payment(s) may be entitled to recover that amount from the defaulting party.

NAM may, in its sole discretion, modify the Fees for specific case types, programs, or individual matters.

NAM may require one or more of the parties to make an advance payment in an amount to be determined by the NAM Case Administrator, to be applied to future administrative Fees and/or Arbitrator time on a matter. Additional requests for payment may be made as the amounts on deposit are depleted during the pendency of the matter. Unapplied deposits will be refunded at the conclusion of the case.

RULE NO. 8: MODIFICATION OF RULES

NAM reserves the right to modify these Rules at any time without prior written notice to the parties. If the parties have entered into an Arbitration or Mediation Agreement, the version of the Rules in effect at the time the claim is filed with NAM will govern the Arbitration or Mediation, unless the parties mutually agree to another version. If the parties have not entered into an Arbitration or Mediation Agreement, the version of the Rules in effect at the time the parties file the joint submission with NAM will govern the proceedings. The parties are free at any time to enter into a written agreement to amend or modify any of NAM's Rules for the purpose of their case. However, NAM's Fee Schedule is not subject to such modification or amendment, except in the sole discretion of the NAM Administrator.

RULE NO. 9: ENFORCEABILITY OF RULES

A. If the provisions of these Rules are held invalid or unenforceable by a court of law, the parties have not waived any of their rights, privileges or remedies to submit their claims, counter-claims, and cross-claims to the applicable court of law or to avail themselves of any other legal rights, privileges, or remedies.

B. In the event any party proceeds with an Arbitration after knowledge that any provision or requirement of these Rules has not been complied with, and fails to state an objection in writing, shall be deemed to have waived the right to object.

COMMENCEMENT OF CLAIM

To initiate an Arbitration, please refer to Rule No. 10 through Rule No. 36.

To initiate a Mediation, please refer to Rule No. 37 through Rule No. 53.

ARBITRATIONS

RULE NO. 10: INITIATION OF ARBITRATION

In the case of Arbitration, Parties shall initiate Arbitration by one of the following methods:

A. The parties may send a jointly executed submission form to NAM at 990 Stewart Avenue, First Floor, Garden City, NY 11530 (hereinafter "NAM's administrative offices"). The submission form should include the names, addresses, telephone, and fax numbers of each party to the case, internal filing or claim numbers (for corporate entities), a brief description of the nature of the claim, the amount in controversy, the remedy sought, the number of Arbitrator(s) agreed upon by the parties and a copy of the contract or agreement, if any, upon which the joint submission is based; or

B. If the parties have not filed a jointly executed submission form but the parties previously have agreed in a written contract to use Arbitration to resolve disputes, and per the contract, NAM would be an eligible provider of such services:

i. The initiating party (hereinafter the "Claimant") shall:

a. File a written notice of its intention to Arbitrate (hereinafter "Demand for Arbitration") by forwarding the fully executed Demand for Arbitration to the Respondent. The Demand for Arbitration shall set forth the names, addresses, telephone, and fax numbers of each party to the case, internal filing or claim numbers (for corporate entities), a brief description of the nature of the claim, the amount in controversy, and the remedy sought.

b. The Demand for Arbitration must state, in part, that if the Respondent fails to respond in writing within thirty (30) days of the date of NAM's notification to Claimant and Respondent that the Demand for Arbitration has been filed and the arbitration proceeding has been commenced, the Arbitrator(s) may enter an award against the Respondent. In his/her sole discretion, the NAM Administrator may extend this time limit.

c. In order for the claim to proceed to Arbitration, the following must be sent to the NAM Administrator at the address listed in Rule No. 10(A) above:

- a copy of the written contract which states that Arbitration through NAM can be used to resolve the dispute;
- the Fee, if any, required to be filed in accordance with the applicable NAM Fee Sheet
- proof of service of the Demand for Arbitration to the Respondent; and
- an original and two (2) copies of the Demand for Arbitration and any accompanying paperwork.

d. The Arbitration will be filed/commenced when NAM notifies the Claimant and Respondent that the Demand for Arbitration has been accepted for filing and the arbitration proceeding has commenced.

C. The parties shall request either an In-Person/Oral Arbitration Hearing or an Arbitration based on Written Submissions. To the extent that all of the parties do not agree, and the underlying written agreement providing for arbitration of the matter (if applicable) is silent as to whether the Arbitration is to be conducted based on Written Submissions or at an In-Person/Oral Arbitration Hearing, then an In-Person/Oral Arbitration Hearing shall be conducted. To the extent that a party requests an Arbitration based on Written Submissions and the other party(ies) does (do) not respond within the time frame specified by NAM's Rules for submitting a reply, the type of arbitration to be conducted will be in accordance with the underlying written agreement providing for arbitration of the matter (if applicable), if specified. If not specified by the underlying written agreement (that is, the agreement is silent on this issue), then the matter will be conducted based on Written Submissions.

D. It shall be the responsibility of the Claimant to comply with any condition precedent required by the underlying contract/agreement prior to the filing of the Demand for Arbitration, as well as any time periods for filing the Demand for Arbitration required by the underlying contract/agreement. Any dispute as to the compliance with the condition precedent requirement may be determined by the Arbitrator once appointed, or by an Emergency Arbitrator appointed pursuant to Rule 12 herein or by a Procedural Arbitrator appointed pursuant to NAM's Mass Filing Supplemental Dispute Resolution Rules and Procedures, unless otherwise provided for in the underlying contract/agreement.

E. In the event NAM declines to administer, or terminates the administration of, an arbitration, either party may pursue any other rights or remedies available, which may include the commencement of a court action.

RULE NO. 11: RESPONSE AND COUNTERCLAIM

A. The Respondent shall file a Response to the Demand for Arbitration (hereinafter "Response") at NAM within thirty (30) days of the date of NAM's notification to Claimant and Respondent that the Demand for Arbitration has been filed and the arbitration proceeding has been commenced. The Response shall include a brief statement of the basis for Respondent's defenses to the claim including any counter or cross claims.

B. Respondent shall also serve its Response upon the Claimant within thirty (30) days of NAM's notification, as set forth in A above. Such service must be completed pursuant to Rule No. 13 below.

C. Any party that receives a counter or cross claim may file and serve a Response to such counter and cross claim within ten (10) days of service of the counter or cross claim in the Response.

D. If any party fails to respond to a Demand for Arbitration or counter or cross claim, that party will be deemed to have denied all claims, counter and cross claims asserted against him/her, although the

party has thereby waived his/her right to assert other claims, including counter and cross claims, at the Arbitration by failing to respond.

E. Amendments or additions to claims and counter and cross claims must be made upon mutual agreement of the parties or application to the Arbitrator(s), upon notice to the other party and will be permitted only upon a showing of good cause and no prejudice to the other party. The other party shall have an opportunity to oppose the application for such amendment or addition. However, the Arbitrator(s) shall make the final decision regarding amendments or additions to claims and counter and cross claims.

RULE No. 12: EMERGENCY RELIEF

A. In the event a party is in need of emergency relief prior to the appointment of an Arbitrator for a particular matter, the requesting party shall, in writing, notify NAM and all other parties to the matter of the relief being requested, the reason why the relief is being sought on an expedited basis, and why the requesting party is entitled to such relief (the "Request"). The Request may be sent to NAM and the other parties via e-mail, facsimile, overnight delivery, or personal delivery. Proof of service on all other parties shall be included with the Request sent to NAM. If there are parties who were not notified, an explanation of the reason why they could not be notified, and the efforts made to notify such parties shall also be included.

B. Upon receipt of the Request, NAM shall promptly appoint one (1) Emergency Arbitrator to rule on the Request. NAM will attempt to appoint the Emergency Arbitrator within one (1) business day of receipt of the Request. The Emergency Arbitrator shall promptly disclose any issue that might affect his/her ability to be impartial or independent based upon the information disclosed in the Request.

C. Any challenge to the appointment of the Emergency Arbitrator shall be made within one (1) business day of NAM's notification to the parties of the appointment of the Emergency Arbitrator and the Emergency Arbitrator's disclosures, if any. NAM shall decide any such challenge, which decision will be final.

D. The Emergency Arbitrator shall, within two (2) business days after his/her appointment, or as soon thereafter as possible, establish a schedule for consideration of The Request. The schedule shall provide all parties with reasonable opportunity to be heard, which may include the submission of written position papers, scheduling of telephone conference calls, videoconferences, and/or in-person hearings/oral argument.

E. The requesting party should be able to demonstrate the following: (i) entitlement to the relief requested and (ii) that immediate and irreparable loss or damage will result unless the emergency relief as requested is granted.

F. The Emergency Arbitrator shall render his/her decision and the reasons therefore. The Emergency Arbitrator shall have the same level of authority and power as that of the appointed Arbitrator pursuant to the rules herein, in order to resolve all matters with respect to the Request.

G. Any party seeking to modify the Emergency Arbitrator's decision may only do so if the modification is based upon a change in circumstances. Any such application shall be made to the Emergency Arbitrator unless an Arbitrator(s) has been appointed for the matter, in which case, any request related to the relief sought shall be determined by the appointed Arbitrator(s). Once an Arbitrator is appointed, the Emergency Arbitrator shall have no further power to act unless the parties agree otherwise, in writing.

H. The Emergency Arbitrator shall have the discretion to condition any interim award of emergency relief on the provision of adequate security by the requesting party.

I. A party's request for expedited relief to a judicial authority shall not be deemed incompatible with this rule or with the agreement to arbitrate or any waiver of the right to arbitrate.

J. The requesting party shall bear the costs associated with the Request and such costs shall be paid by that party to NAM. The Emergency Arbitrator may address the apportionment of such costs (if any) between the parties. However, such determination will be subject to the decision of the appointed Arbitrator(s) of the apportionment of final costs between the parties, if any.

RULE NO. 13: SERVICE OF DOCUMENTS; TIME LIMITS

A. At least ten (10) days before the hearing date, the parties shall submit a pre-hearing memorandum including the following elements: (a) a statement of facts; (b) a statement of each claim being asserted (including relevant statutes and case law); and (c) a statement of the evidence to be presented, including live witness testimony (and the amount of time anticipated for such testimony). At least ten (10) days before the hearing date, together with the pre-hearing memorandum, each party shall send a list of documents to be submitted and witnesses to be presented at the time of the hearing, together with a copy of any listed document. Any document not sent in accordance with this Rule No. 13 or any witness not so identified, except those required in rebuttal to any claim or defense, may be excluded at the time of the hearing. Each party shall send the pre-hearing memorandum and all documents and lists of documents, etc., to all other parties and to the NAM Administrator. However, the NAM Administrator may elect to have the parties send such information directly to the Arbitrator(s) (in lieu of having the information sent to the NAM Administrator) by notifying the parties accordingly.

B. At least five (5) days prior to the hearing, any party may deliver to the party proposing the report, record, or document, a written demand that a witness or custodian be produced in person to testify at the hearing concerning such item and be subject to cross-examination. If there is an objection to such demand, the Arbitrator shall resolve the matter as he/she sees fit under the circumstances.

C. Service of documents may be completed by any one of the following methods: delivery by messenger service, overnight delivery service by a nationally recognized courier company, or by certified mail. The party must obtain a record of the sending thereof. Service by any of the aforementioned means is considered effective upon the date of deposit of the document. Documents shall be served to the last known address of the party or its representative for whom same are intended.

D. In addition to the methods of service provided for in Rule No. 13(C), the NAM Administrator and the Arbitrator may also communicate with the parties and/or each other, and/or serve any document, by electronic fax transmission (fax), electronic mail (email), and U.S. mail.

E. The time periods fixed under NAM's Rules shall begin to run on the next day after service is affected by one of the methods described in Rule No. 13 (C). Official holidays and non-business days are included in the calculation of the time period. However, if the last day of a time period is a holiday or non-business day in the country where the responding party is located, the time period shall expire on the next business day.

F. The Arbitrator may require the parties to provide proof of service of the Arbitration Notice and Reply and/or proof of prior notice of any claim, remedy, counter or cross claim, or affirmative defenses prior to or at the Arbitration. The Arbitrator may, in the absence of proof of service and/or prior notice to the other parties, preclude any party from asserting any claim, remedy, counter or cross claim, or affirmative defenses at the Arbitration. The parties may agree, however, that the Arbitrator should consider such claim, remedy, counter or cross claim, or affirmative defenses despite the lack of proof of service or lack of prior notice.

RULE NO. 14: COMMUNICATION BETWEEN PARTIES AND ARBITRATOR(S)

No party shall communicate directly with the Arbitrator(s) regarding any issue related to the Arbitration, until such time as the NAM Administrator or the Arbitrator(s) permits such direct communication. Until that time, all communications with the Arbitrator(s) must be directed to the NAM Administrator at NAM's administrative offices at 990 Stewart Avenue, First Floor, Garden City, NY 11021; telephone # is 800-358-2550. Any necessary communication should be in plain written language, copied to the other parties/party representatives, including but not limited to a request for a conference, objection to a discovery request, or a question regarding the Arbitration hearing itself. The NAM Administrator will contact the Arbitrator as soon as practicable and inform the Arbitrator about the party's request to communicate. The Arbitrator shall have the authority and discretion to take any action the Arbitrator deems appropriate under the circumstances.

RULE NO. 15: LOCATION OF ARBITRATION

Subject to the provisions of the underlying contract/agreement, if applicable, or unless agreed upon in writing by the parties, the Arbitrator(s) or the NAM Administrator (if such decision is needed prior to the appointment of the Arbitrator(s)) shall determine the actual location of the hearing. The Arbitrator(s) may travel to any place necessary in order to conduct hearings, receive witness testimony, and inspect goods, property, or documents. The out-of-pocket cost for such travel shall be borne by the parties.

RULE NO. 16: LANGUAGE OF THE ARBITRATION PROCESS

A. Unless the parties have agreed otherwise, the Arbitration shall be conducted in English. If a party requests a language other than English and the other party objects to such a request, the Arbitrator(s) shall decide the language(s) of the Arbitration. The Arbitrator(s) shall consider the language of the contract, and any other matter deemed appropriate. In the event any translation,

interpreting, or other services are requested as a result of a hearing which is to be held in a language other than English, expenses for such services will be borne by the party which requests them.

B. In cases where there is a non-participating or defaulting party, the Arbitration proceeding shall be conducted in the language as agreed to by the participating parties, subject to the approval by the Arbitrator(s) or the NAM Administrator (if the Arbitrator(s) has yet to be appointed). The non-participating or defaulting party shall have no cause for complaint if communications to and from NAM and the Arbitration proceedings are conducted in a language approved by the Arbitrator(s) or the NAM Administrator.

C. In the event that the parties previously agreed in writing that the Arbitration proceedings shall be conducted in more than one language, NAM shall administer the Arbitration proceedings in the agreed-upon languages, unless the parties agree subsequently in writing to the contrary or the Arbitrator(s) orders otherwise.

D. If any document is presented in a language other than the language(s) agreed to by the parties or directed by the Arbitrator and no translation of such document is submitted by the party relying upon the document, the Arbitrator(s) or NAM (if the Arbitrator(s) has not been appointed) may order that party to submit a translation in a language to be determined by the Arbitrator(s) or NAM.

E. A party to the Arbitration proceeding may request translation of documents or interpreters at any stage of the process. The requesting party shall bear the costs of the translation or interpreters.

RULE NO. 17: APPLICABLE RULES OF LAW AND ARBITRATOR AUTHORITY

A. The Arbitrator(s) shall have broad discretion to rule upon all arbitrable issues under the applicable substantive law. In all cases, the Arbitrator(s) shall consider the provisions of the underlying contract/agreement, if applicable.

B. The Arbitrator(s) shall have the authority to determine any issue about the interpretation and applicability of these Rules and conduct of the Arbitration proceeding. The Arbitrator(s) shall have the authority to determine jurisdiction and arbitrability including, but not limited to, any issue regarding the validity, existence, formation, or scope of the agreement under which Arbitration is being sought, and the proper parties to the Arbitration.

RULE NO. 18: DISCOVERY PROCEDURE

A. The parties shall conduct discovery on a voluntary basis, the procedure of which shall be agreed to by the parties. Failing such agreement, the Arbitrator(s) shall have the power to order such discovery, by way of document production, interrogatory, deposition, or otherwise, as the Arbitrator(s) considers necessary for a full and fair exploration of the issues in dispute.

B. When deciding upon the nature and extent of discovery, the Arbitrator(s) shall take into account the following factors:

   i. the nature of the claim and counter-claim;

ii. the expedited nature of the Arbitration process;
iii. relevancy of the discovery sought by a party; and
iv. the cost of discovery must be commensurate with the amount of the claim and the request must not be unduly burdensome and expensive on the parties.

RULE NO. 19: INTERIM ORDER AND DISPOSITIVE MOTIONS

A. At the request of either party, the Arbitrator(s) may issue an Interim Order regarding the subject matter of the dispute. The Arbitrator(s) may exercise his/her discretionary powers and order the apportionment of costs associated with applications for Interim Orders.

B. The Arbitrator may permit motions that determine and dispose of all or part of a claim(s) and/or narrow the issues in dispute.

C. The Arbitrator may take any measures he/she determines to be necessary including, but not limited to, the award of injunctive relief or any other measure to conserve property and/or goods.

RULE NO. 20: NUMBER OF ARBITRATOR(S)

Subject to the provisions of the underlying contract/agreement, if applicable, or unless mutually agreed upon by all parties, one Arbitrator shall resolve all matters in which the Claimant seeks $1 million or less. In all other matters, including those matters in which non-monetary relief is sought, the NAM Administrator shall have the sole discretion to determine whether a matter should be heard by one (1) or three (3) Arbitrator(s).

RULE NO. 21: PAYMENTS/DEPOSITS AS TO COSTS

A. In accordance with the NAM Fee schedule, Fees are due and payable by the Claimant when a Demand for Arbitration is filed and by the Respondent when a Demand for Arbitration is responded to. In any event, all such Fees must be paid before a hearing is scheduled.

B. To the extent that additional Arbitrator time is required beyond that which was originally anticipated, or if other circumstances arise whereby additional Fees are incurred, NAM may direct the parties to make one or several advance, interim, or final payments for the costs associated with the Arbitration process. Such deposits shall be made to NAM. The Arbitrator(s) shall not proceed with the Arbitration until receiving confirmation that all outstanding payments have been made to NAM by the parties.

C. In the event that a party fails or refuses to provide any deposit as directed by NAM, the other party or parties may effect a substitute payment to allow the Arbitration to proceed (subject to any Award for costs). In such circumstances, the party(ies) paying the substitute payment(s) may be entitled to recover that amount from the defaulting party.

D. Each party is responsible to pay the Fees billed to them by NAM directly to NAM. If, as part of the award, the Arbitrator(s) awards the total cost of the Arbitration to one party or apportions such

costs between the parties, such reimbursement is to be made between/among the parties after NAM has been paid in full and without the involvement of NAM.

E. Failure by a Claimant or Respondent to provide prompt and full payment of the required deposit may be treated by NAM and the Arbitrator(s) as a cancellation of the claim or counterclaim.

F. The Arbitrator and/or the NAM Administrator, may order the suspension or termination of the arbitration due to non-payment of Arbitration Fees by any party.

RULE NO. 22: ARBITRATOR(S) SELECTION AND APPOINTMENT PROCESS

NAM shall appoint the Arbitrator(s) as promptly as possible.

With regard to Arbitrations based on Written Submissions, unless both parties agree otherwise or NAM determines in its discretion that another method for the selection of the Arbitrator(s) is appropriate for the case, the Arbitrator(s) shall be selected in the following manner:

A. If the claim amount is $10,000 or less, or there is no stated claim value or the Claimant seeks non-monetary relief, the NAM Administrator shall appoint the Arbitrator(s).

B. If the claim amount is in excess of $10,000, the following procedures apply:

i. NAM shall forward to the parties identical lists containing at least three (3) names; and
ii. after receipt of this list, each party may strike one (1) name from the list. The parties shall number the remaining names on the list in the order of their preference and return the list to the NAM Administrator within 15 days of service of the document.

With regard to In-Person/Oral Arbitration Hearings, unless both parties agree otherwise or NAM determines in its discretion that another method for the selection of the Arbitrator(s) is appropriate for the case, the parties shall select the Arbitrator(s) in the following manner:

C. NAM shall forward to the parties identical lists containing at least five (5) names if a sole Arbitrator is to be appointed and eight (8) names if three Arbitrators are to be appointed;

D. After receipt of this list, each party may strike two (2) names from the list. The parties shall number the remaining names on the list in the order of their preference and return the list to the NAM Administrator within fifteen (15) days of service of the document;

In either case, whether there is to be an Arbitration based on Written Submissions or an In-Person/Oral Arbitration Hearing, the following steps apply (unless the NAM Administrator is selecting the Arbitrator as noted in Rule No. 22A above):

E. The NAM Administrator shall appoint the Arbitrator(s) from among the names remaining on the list and in accordance with the order of preference indicated by the parties.

F. If, for any reason, the appointment cannot be made according to this procedure, the NAM Administrator may exercise his/her discretion in appointing the Arbitrator(s). In making the

appointment, NAM shall secure the appointment of independent and impartial Arbitrator(s). No Arbitrator(s) shall act as an advocate for any party and no Arbitrator, whether before or after appointment, shall advise any party on the merits or outcome of the dispute.

G. NAM has emphasized the importance of neutrality and impartiality in the Arbitration process to its Arbitrators. NAM may, in its sole discretion, disqualify an Arbitrator if circumstances exist that create a conflict of interest or cause the Arbitrator to be unfair or biased, unless the parties agree to permit the Arbitrator to preside over the matter. Examples of such circumstances include:

i. the Arbitrator has a personal bias or prejudice concerning a party or has personal knowledge of disputed facts;
ii. the Arbitrator has served as an attorney to any party;
iii. the Arbitrator is a material witness regarding the dispute or the Arbitrator or a member of the Arbitrator's family has a direct financial interest in the outcome of the case; and
iv. the Arbitrator or a member of the Arbitrator's family is a party to the case or is appearing as a representative for one of the parties to the case.

H. An Arbitrator shall disclose immediately to NAM circumstances that create a conflict of interest or that may cause the Arbitrator to be biased or unfair. If the Arbitrator is disqualified, the parties shall select a new Arbitrator in the manner described in paragraphs (A) through (D) above.

RULE NO. 23: CHALLENGE OF ARBITRATOR(S)

A. A party may challenge the nomination of an Arbitrator if circumstances exist that give rise to justifiable doubts as to the Arbitrator's impartiality or independence. Such a challenge shall be made by written submission to the NAM Administrator, specifying the facts and circumstances on which the challenge is based.

B. As set forth in Rule No. 22(H), the Arbitrator(s) has a duty to disclose immediately to NAM circumstances that create a conflict of interest or that may cause an Arbitrator to be unfair or biased. Not withstanding the foregoing, the parties and their Representatives have a duty to perform conflict checks upon the nominated Arbitrator(s) and to communicate any potential conflicts of interest between the parties and/or their Representatives and the Arbitrator(s) to the NAM Administrator as soon as they are discovered. The parties and their Representatives are requested to make inquiries of their officers, directors, agents, trustees, witnesses, immediate and extended families, and the attorneys in their respective practices/firms to ascertain any potential conflicts or associations concerning the Arbitrator(s) and to disclose any such information as soon as it is discovered. The parties and their Representatives and the Arbitrator(s) understand and agree that NAM shall make no efforts to investigate potential conflicts of interest until such conflicts are disclosed by the parties, their Representatives, or the Arbitrator(s) to NAM. The burden is upon the parties and their Representatives to notify the NAM Administrator of any potential conflict or association or potential for same, that will or may affect the Arbitrator's ability to be impartial in the case.

C. A party who intends to challenge an Arbitrator shall send notice of the challenge to NAM and the other parties within fifteen (15) days after the appointment of the challenged Arbitrator or from the

date the alleged circumstances giving rise to the challenge first becomes known to that party, whichever is first.

D. If one party has challenged an Arbitrator, the other parties may agree to the challenge. The Arbitrator may also agree to withdraw from the case. In neither case does this imply acceptance of the validity of the grounds for the challenge. In all cases the procedure for the replacement of the Arbitrator set forth in Rule No. 24 shall be followed.

E. If the other parties do not agree to the challenge and the challenged Arbitrator does not withdraw, then NAM shall decide on the admissibility and merits of the challenge. NAM may provide an opportunity for the Arbitrator concerned, the other party or parties, and any of the other Arbitrator(s) to comment in writing within a suitable period of time. Such comments shall be communicated to the parties and to the Arbitrator(s). Absent fraud or misrepresentation by the Arbitrator, the parties shall be responsible to pay any Fees or expenses incurred by NAM and/or the Arbitrator prior to the challenge.

RULE NO. 24: REPLACEMENT OF ARBITRATOR(S)

A. An Arbitrator shall be replaced under the following circumstances:

i. his/her death;
ii. the acceptance by the NAM Administrator of the Arbitrator's resignation;
iii. the acceptance by the NAM Administrator of a challenge by one of the parties; or
iv. upon the request of all the parties.

B. The NAM Administrator may, in his/her sole discretion, replace an Arbitrator by his/her own initiative if he/she decides that the Arbitrator is prevented de jure or de facto from fulfilling his or her functions, or that the Arbitrator is not fulfilling his or her functions in accordance with NAM's Rules or within the prescribed time limits.

C. If an Arbitrator is to be replaced, the NAM Administrator, in his/her sole discretion, can decide whether or not to follow the original nominating process in naming the new Arbitrator. Once the nomination process is complete, the Arbitrator(s) shall determine if and to what extent prior proceedings shall be repeated before the new Arbitrator(s).

D. Prior to the closing of the proceedings, instead of replacing an Arbitrator who has died or has been removed by NAM pursuant to these Rules, NAM may decide that the remaining Arbitrator(s) (if there was a Three-Arbitrator panel deciding the case) shall continue the Arbitration. In making its determination, NAM shall consider the views of the remaining Arbitrator(s) and of the parties and such other matters that it considers appropriate.

RULE NO. 25: PRESIDING CHAIRPERSON FOR A THREE-ARBITRATOR PANEL

If the parties request a Three-Arbitrator panel, one of the panel members shall be elected to chair the Arbitration. The Arbitrator(s) shall elect a presiding Chairperson within five (5) days after the panel has

been notified of their appointment. If the appointed Arbitrators are unable to agree on such a choice within the time frame allowed, the NAM Administrator shall make such selection.

RULE NO. 26: CONSOLIDATION

A. **Claims.** The Arbitrator shall have the power to hear as many claims as the Parties may have against one another consistent with these Rules. The Arbitrator may hear additional claims that were not mentioned in the Arbitration Request Form, provided the Party adding claims notifies the other Party at least thirty (30) calendar days prior to a scheduled Arbitration, the additional claims are timely as of the date on which they were added, and the other Party is not prejudiced in its defense by such addition.

B. **Parties.** The Arbitrator shall not consolidate claims of different Parties into one proceeding unless NAM allows such consolidation in accordance with Rule 26 (C) immediately following.

C. **Class Actions.** A class action involves an Arbitration or lawsuit where representative members of a large group (or "class") claim to share a common interest and seek relief on behalf of the group (or "class"). It is NAM's policy to administer class action Arbitrations if the underlying Arbitration agreement allows for the submission of class actions to Arbitration. If the Arbitration agreement is silent with respect to class actions, consolidation, or joinder of claims, NAM will **not** administrate the case as such, unless the parties agree to same and authorize NAM, in writing, to do so. NAM will **not** administer a class action Arbitration if prohibited by: (1) the underlying Arbitration agreement, (2) court order, or (3) applicable law, **unless** a court orders the matter to Arbitration as a class action.

RULE NO. 27: ARBITRATION BASED ON WRITTEN SUBMISSIONS

Subject to the provisions of the underlying contract/agreement, if applicable, or if agreed upon in writing by the parties or if requested by a party and the other party(ies) does (do) not respond within the time frame specified by NAM's Rules for submitting a reply, and the underlying contract/agreement is silent on this issue, the Arbitrator(s) may decide the dispute based on the written submissions of the parties (Refer to Rule No. 10C for additional clarification). In such a case, the Arbitrator(s) shall not entertain oral testimony or arguments. The written submissions shall include, but not be limited to, the legal memorandum, position papers, case law, deposition transcripts, witness statements, expert reports, photographs, bills, receipts, invoices, records, or any other relevant written documentary evidence. All written submissions and documentary evidence must be filed with the NAM Administrator and served upon all parties prior to the Arbitration on a date fixed by the NAM Administrator or the Arbitrator(s). Any such submission not received within the specified time frame may be excluded by the Arbitrator(s). To the extent a date is not fixed by the NAM Administrator or the Arbitrator(s), such date for receipt of documents by the parties and to the NAM Administrator is to be no less than ten (10) days before the hearing date. However, the NAM Administrator may elect to have the parties send such information directly to the Arbitrator(s) (in lieu of having the information sent to the NAM Administrator) by notifying the parties accordingly.

RULE NO. 28: IN-PERSON/ORAL ARBITRATION HEARING

Subject to the provisions of the underlying contract/agreement, if applicable, or if agreed upon in writing by the parties, the Arbitrator(s) may decide the dispute at an In-Person/Oral Arbitration Hearing.

The Arbitrator shall conduct the Arbitration Hearings as follows:

A. The NAM Administrator or the Arbitrator(s) shall fix the date, time, and physical location of any meetings, conferences, or hearings and shall give the parties reasonable notice thereof.

B. Arbitrations are binding upon the parties (with limited exception per Rule No. 36). Parties have an opportunity to present their case in a manner similar to a non-jury trial in the public court system. The Arbitrator(s) will conduct the Arbitration hearing in the manner set forth in these rules. However, an Arbitrator has the discretion to vary these procedures if it is reasonable and appropriate to do so.

C. The Arbitrator(s) will rule upon the admissibility of evidence and will be guided by the Federal Rules of Evidence. However, strict conformity to the Federal Rules of Evidence is not required. The Arbitrator(s) will consider evidence that the Arbitrator(s) deems relevant and material to the dispute and will accord such weight to the evidence as the Arbitrator(s) deems appropriate.

D. The Arbitrator(s) shall have the authority to make rulings on motions.

E. If any of the parties, although duly summoned, fails to appear without valid excuse, the Arbitrator(s) shall have the power to proceed with the hearing despite that party's absence.

F. The Arbitrator(s) may require witnesses in a party's employ or control to testify under oath if requested to do so by the other party. The Arbitrator(s) may limit testimony or exclude witnesses or evidence that the Arbitrator(s) considers immaterial or unduly repetitive.

G. The Arbitrator(s) may issue subpoenas for the attendance of witnesses, or the production of documents and the parties agree to abide by such.

H. The Arbitrator(s) will accept and consider witnesses' deposition testimony provided that the other party(ies) had the opportunity to attend the deposition and cross-examine the witness. In the event the other party(ies) does(do) not have the opportunity to attend the deposition(s) and cross-examine the witness(es), the Arbitrator(s) may exclude such witnesses' deposition testimony. The Arbitrator(s) may consider witness affidavits but will give that evidence only such weight as the Arbitrator(s) deems appropriate.

I. The In-Person/Oral Arbitration Hearing will conclude only after all parties have had an opportunity to present all relevant and material evidence and witness testimony to the Arbitrator(s).

J. All meetings and hearings shall be in private unless the parties agree otherwise in writing or if the Arbitrator(s) directs otherwise.

K. The Arbitrator(s) shall be in full charge of the hearings, at which all the parties shall be entitled to be present. Except with the approval of the Arbitrator(s) and the parties, persons not involved in the proceedings shall not be admitted.

L. In all cases, the Arbitrator(s) shall act fairly and impartially and ensure that each party has a reasonable opportunity to present his/her case.

M. At the conclusion of the Arbitration, the Arbitrator(s) may require the parties to submit post-hearing briefs, including legal memorandum, prior to issuing a decision regarding the case. The Arbitrator(s), with the assistance of the parties, will determine the schedule for the submission of post-hearing briefs.

N. The Arbitrator shall have the authority to conduct the Hearing, or any part thereof, in person or virtually, by conference call or videoconference, and may allow any party and/or witness and/or participant to appear for the Hearing from one or more geographical locations, or a combination thereof.

RULE NO. 29: PRE-HEARING CONFERENCE

The Arbitrator(s) may conduct a telephone conference call twenty (20) days after NAM has appointed the Arbitrator(s). The Arbitrator(s) may discuss some or all of the following matters with the parties at the Pre-Hearing Conference:

A. the scheduling and completion of discovery;

B. the laws, rules of evidence, and burdens of proof that the Arbitrator(s) will apply at the hearing;

C. the scheduling and procedure of the Arbitration;

D. the approximate duration of the Arbitration;

E. the physical location of the Arbitration;

F. possible expenses of the Arbitrator(s) (such as travel costs, accommodations, etc.);

G. the need for translators;

H. the timing and filing of any documents the Arbitrator(s) considers necessary;

I. the filing of pre-hearing briefs;

J. the filing of stipulations of uncontested facts;

K. the filing of witness lists;

L. the identity of the Presiding Chairperson; and

M. any other matters that the Arbitrator(s) considers necessary.

RULE NO. 30: NON-PARTICIPATING OR DEFAULTING PARTIES

A. If the Respondent fails to file a Response to the Demand for Arbitration with NAM, or if any party fails to file and serve written submissions by the date fixed by the Arbitrator where the Arbitration is based on Written Submissions, or when a party fails to appear at an In-Person/Oral Arbitration Hearing after receiving due notice thereof, then the Arbitrator(s) may conduct the Arbitration in that party's absence.

B. The Arbitrator(s) shall not base the Award solely on the failure of the defaulting party to comply in the above circumstances. The Arbitrator(s) shall require the submitting or attending party to present such evidence as the Arbitrator(s) deems necessary for the making of the Award and the Claimant must demonstrate that the Respondents were properly served with the Arbitration Notice.

RULE NO. 31: WITNESSES AND EXPERT WITNESSES

A. For In-Person/Oral Arbitration Hearings, the NAM Administrator or the Arbitrator(s) shall give the parties adequate advance notice of the date, time, and place thereof.

B. For In-Person/Oral Arbitration Hearings, if witnesses are to testify, at least ten (10) days before the hearing, each party shall communicate to the Arbitrator(s) and to the other party the names and addresses of the witnesses that will testify, the subject of the testimony and the languages in which such witnesses will testify.

C. For In Person/Oral Arbitration Hearings, the parties shall make arrangements for the translation of oral testimony and for a transcription of the hearing if either is deemed necessary by the NAM Administrator, the Arbitrator(s), or if the parties have agreed thereto and have communicated such agreement to the NAM Administrator and the Arbitrator(s) at least fifteen (15) days before the hearing date. If the parties are unable to agree upon the arrangement for the translation of oral testimony or the transcription of the hearing, or if the parties request, NAM or the Arbitrator(s) may assist the parties in arranging for the translation and transcription. The proceeding may be recorded **only** upon the agreement of the parties or at the direction of the Arbitrator.

D. For In-Person/Oral Arbitration Hearings, the Arbitrator(s) may determine the order and manner in which witnesses testify at the hearing. The Arbitrator(s) may permit a party to present the testimony of a witness in written form, either as a signed statement, sworn affidavit, or properly notarized deposition transcript.

E. For In-Person/Oral Arbitration Hearings, the Arbitrator(s) shall determine the admissibility, relevance, materiality and weight of the evidence offered. The Arbitrator(s) also shall determine the time, manner, and form in which such materials should be exchanged between the parties and presented to the Arbitrator(s). The Arbitrator(s) may, in his/her discretion, allow, refuse, or limit the appearance of witnesses (whether fact witness or expert witness) or the submission of documentary evidence.

RULE NO. 32: SETTLEMENT OR OTHER REASONS FOR TERMINATION

A. If the parties agree on a settlement of the dispute before the Arbitrator(s) renders an award, the Arbitrator(s) shall either issue an order for the termination of the Arbitration proceedings or, if requested by both parties, indicate that a settlement has been reached. In the event of a settlement, the Arbitrator(s) may provide the parties with a settlement contract indicating the agreed upon terms. In the event of a settlement, the Arbitrator(s) is not obligated to give reasons for such a settlement.

B. If, before the Arbitrator(s) renders an Award, the continuation of the Arbitration proceeding becomes unnecessary or impossible for any reason not mentioned in paragraph A, the Arbitrator(s) shall issue an order for the termination of the proceedings. Copies of the order for termination of the Arbitration proceedings or of the settlement contract on agreed-upon terms shall be signed by the Arbitrator(s) and forwarded to the NAM Administrator and to the parties.

RULE NO. 33: CLOSURE OF HEARING AND TIME LIMITS FOR THE AWARD

The Arbitrator(s) will communicate with the NAM Administrator as to the status of the Arbitration. The Arbitrator(s) will attempt to render the final Award within thirty (30) days from the date the Arbitration is declared closed by the Arbitrator(s). Upon request from the Arbitrator(s), the NAM Administrator may extend this time limit if it becomes necessary to do so.

RULE NO. 34: DRAFTING OF THE AWARD

A. The Award shall be made in writing and shall be final and binding on the parties (with limited exception per Rule No. 36). The parties undertake to carry out the Award without delay.

B. The Arbitrator(s) may award the total costs of the Arbitration to one party or may apportion such costs between the parties if the Arbitrator(s) determines that apportionment is appropriate.

C. The Arbitrator(s) may award the cost of legal representation to one party or may apportion such costs between the parties if the Arbitrator(s) determines that apportionment is appropriate.

D. Any award of interest made by the Arbitrator is to be governed by the laws of the applicable jurisdiction.

E. The obligation of the party(ies) as stated in the Award shall be binding upon each such party, his/her heirs, or its successors or those who are its assigns.

F. The Arbitrator(s) shall sign an Award and it shall contain the date on which the Award was rendered. Where there are three Arbitrator(s) and one of them fails to sign, the Award shall state the reason for the absence of the signature.

G. Copies of the Award signed by the Arbitrator(s) shall be forwarded to the NAM Administrator by the Arbitrator(s). The NAM Administrator shall forward copies of the decision to all parties once all outstanding Fees are paid.

H. If the Arbitration law of the country where the Award is made requires the Arbitrator(s) to file or register the Award, the Arbitrator(s) shall comply with this requirement within the period of time required by law. In such event, a Fee for such service will be determined by the NAM Administrator at his/her sole discretion at the time such services are requested.

I. Parties to these Rules and Procedures shall be deemed to have consented that judgment upon the Arbitration award may be entered in any federal or state court or any other court having jurisdiction thereof.

J. In addition to making a final Award, the Arbitrator(s) shall be entitled to render interim, interlocutory, or partial Awards.

K. For Arbitration Hearings before a Tri-panel of Arbitrators, an Award must be made by a majority of the Arbitrator(s). If no majority exists or if the Arbitrator(s) so authorize, the Chairperson Arbitrator may decide an issue on his/her own.

L. The Arbitrator may order the imposition of Sanctions against one or more Parties, which may include, but are not limited to, assessment of Arbitration Fees and Costs, Attorneys Fees, and/or any other costs resulting from the sanctionable conduct.

M. NAM does not provide any assistance, guidance, or counsel with respect to post award and/or judgment enforcement.

RULE NO. 35: CORRECTION OF THE AWARD

Within fifteen (15) days after the receipt of the Award, either party, with notice to the other party, may request the Arbitrator(s) to correct the Award regarding any clerical, typographical, or mathematical error in the computation of the Award. The Arbitrator(s) may make such corrections on his/her own initiative within thirty (30) days after rendering the Award. Such correction shall form part of the Award and shall be in writing. Arbitrator(s) may charge no additional Fees for correction or completion of the Award.

RULE NO. 36: APPEALS PROCESS

If the parties mutually agree in writing to provide for an appeal process with respect to the arbitration, such appeal would then be subject to NAM's Appellate Dispute Resolution Rules and Procedures (available at www.namadr.com). For more information, please contact NAM at 800-358-2550 Appeals Department.

MEDIATIONS

RULE NO. 37: COMMENCEMENT OF MEDIATION PROCEEDINGS

In the case of Mediation, Parties shall initiate Mediation as follows:

A. The party initiating the Mediation process may send the other party, through NAM, a Request for Mediation, pursuant to these Rules. The request should briefly identify the subject of the dispute with the parties' contact information, such as the parties' and their representatives' names, addresses, telephone, and fax numbers.

B. Mediation proceedings are deemed commenced when the other party accepts the request to mediate. If the acceptance is given orally, the parties must confirm the agreement to mediate in writing on the Request for Mediation form or another form supplied by NAM. Such written form shall be forwarded to NAM and the other parties.

C. If the other party rejects the request to mediate, there will be no Mediation proceedings.

D. If the initiating party does not receive a response within such other period as specified in the request form, the initiating party may elect to treat this lack of response as a rejection of the invitation and may inform the other party accordingly.

RULE NO. 38: NUMBER OF MEDIATOR(S)

Unless the parties agree otherwise, one Mediator shall preside over the Mediation proceedings. When more than one Mediator presides over a Mediation, they shall act jointly.

RULE NO. 39: APPOINTMENT OF MEDIATOR(S)

A. Once the parties agree to mediate, NAM shall forward a list of five (5) suggested Mediators to the parties for their consideration. The parties are then requested to contact one another to mutually select the Mediator to hear this matter.

B. The parties may also request that the NAM Administrator directly appoint one or more Mediators.

RULE NO. 40: SUBMISSION OF STATEMENTS TO MEDIATOR

A. The submission of a brief written statement by each party describing the general nature of their dispute and the points at issue may be made (a) at the request of the Mediator, or (b) by the parties of their own choice.

B. The Mediator may request each party to submit a further written statement of the party's position and the facts and legal arguments in support thereof. The parties may supplement this statement with documents or other evidence that they deem appropriate to their position.

C. At any stage of the Mediation proceedings, the Mediator may request a party to submit such additional information as the Mediator deems appropriate.

RULE NO. 41: REPRESENTATION AND ASSISTANCE

The parties may be represented or assisted by persons of their choice. The parties shall communicate the names and addresses of such persons to the Mediator and all other parties, including the NAM Administrator. Such communications are made to specify whether the appointments are made for the purposes of representation or assistance.

RULE NO. 42: ROLE OF THE MEDIATOR

A. The Mediator's role is to assist the parties to reach an amicable resolution to their dispute. The Mediator is to preside over the Mediation in an independent and impartial manner.

B. The Mediator will be guided by principles of objectivity, fairness, and justice, giving consideration to, among other things, the rights and obligations of the parties, the usage of the trade at issue, the circumstances surrounding the dispute, including any previous business practices between the parties.

C. The Mediator may conduct the Mediation proceedings in any manner that he or she deems appropriate, taking into account the circumstances of the case, the requests of the parties, and the need for a speedy settlement of the dispute.

D. The Mediator may, at any stage of the Mediation proceedings, make proposals for the settlement of the dispute. Such proposals need not be in writing and need not be accompanied by a statement of the reasons for the proposal.

E. The Mediator must disclose any conflicts, potential or otherwise, including any financial or personal interest in the dispute or any event that may create an actual bias or a strong appearance of bias. The NAM Administrator immediately shall advise the parties of a potential conflict of interest and the parties shall have the opportunity to submit comments regarding whether the Mediator shall continue to serve. If the parties are unable to agree on whether the Mediator shall continue service, the final decision as to the Mediator's continued service shall be made by the NAM Administrator.

F. The parties and their Representatives have a duty to perform conflict checks upon the nominated Mediator and to communicate any potential conflicts of interest between the parties and/or their Representatives and the Mediator to the NAM Administrator as soon as they are discovered. The parties and their Representatives are requested to make inquiries of their officers, directors, agents, trustees, witnesses, immediate and extended families, and the attorneys in their respective practices/firms to ascertain any potential conflicts or associations concerning the Mediator and to disclose any such information as soon as it is discovered. The parties and their Representatives and the Mediator understand and agree that NAM shall make no efforts to investigate potential conflicts of interest until such conflicts are disclosed by the parties, their Representatives, or by the Mediator to NAM. The burden is upon the parties and their

Representatives to notify the NAM Administrator of any potential conflict or association or potential for same, that will or may affect the Mediator's ability to be impartial in the case.

RULE NO. 43: COMMUNICATION BETWEEN THE MEDIATOR AND PARTIES

A. The Mediator may invite the parties to meet with the Mediator or may continue to communicate with them orally or in writing. The Mediator may meet or communicate with the parties together or separately.

B. Unless the parties have agreed upon the place where the meetings will be held, the Mediator or the NAM Administrator shall select the location of the meetings, taking into account the requests of the parties.

RULE NO. 44: DISCLOSURE OF INFORMATION

The Mediator may disclose any factual information received from one party to the other party, unless the party providing the information requests that the Mediator keep the information confidential. The purpose of disclosing the factual information is to permit the other party to respond and present explanations regarding the information submitted to the Mediator.

RULE NO. 45: COOPERATION OF PARTIES WITH THE MEDIATOR

The parties will cooperate in good faith and will endeavor to comply with the Mediator's requests to submit written materials, provide evidence, and attend meetings.

RULE NO. 46: SUGGESTIONS BY THE PARTIES FOR SETTLEMENT OF THE DISPUTE

Each party may submit suggestions for the settlement of the dispute on its own initiative or at the request of the Mediator.

RULE NO. 47: SETTLEMENT AGREEMENT

A. If a settlement appears likely, the Mediator may formulate the terms of a possible settlement agreement and submit the terms to the parties for their consideration. If necessary, the Mediator may reformulate the terms of settlement based upon the parties' recommendations and mutual agreement.

B. If the parties reach an agreement on the settlement of the dispute, the parties shall prepare a written settlement agreement setting forth the terms thereof. If requested by the parties, the Mediator may draft or assist the parties in drafting the settlement agreement.

C. By signing the settlement agreement, the parties agree to be bound by the terms thereof and to conclude the dispute.

D. Fully executed copies of the settlement agreement shall be filed with the NAM Administrator and forwarded to all parties.

RULE NO. 48: TERMINATION OF MEDIATION PROCEEDINGS

The Mediation proceedings shall be terminated by one of the following:

A. a settlement agreement executed by the parties;

B. a written declaration by the Mediator stating that, after consultation with the parties, further efforts at Mediation are no longer justified;

C. a written declaration by all parties addressed to the NAM Administrator stating that the Mediation proceedings are terminated; or

D. a written declaration between the parties and the Mediator, if appointed, stating that the Mediation is terminated.

RULE NO. 49: JUDICIAL OR ARBITRAL PROCEEDINGS

The parties agree not to initiate any judicial or arbitral proceedings regarding a dispute that is the subject of the Mediation proceedings until the Mediation is terminated, unless a party must initiate a judicial or arbitral proceeding to preserve its rights.

RULE NO. 50: COSTS

The costs shall be borne equally by the parties unless the settlement agreement provides for a different apportionment or unless the NAM Fee schedule for a particular type of case specifies otherwise. All other expenses incurred by an individual party shall be borne by that party.

RULE NO. 51: PAYMENTS/DEPOSITS AS TO COSTS

A. In accordance with the NAM Fee schedule, Fees are due and payable by the Claimant when a request for Mediation is filed and by the Respondent when a request for Mediation is responded to. In any event, all such Fees must be paid before a conference is scheduled.

B. To the extent that additional Mediator time is required beyond that which was originally anticipated or if other circumstances arise whereby additional Fees are incurred, NAM may direct the parties to make one or several advance, interim or final payments for the costs associated with the Mediation process. Such deposits shall be made to NAM. The Mediator(s) shall not proceed with the Mediation until receiving confirmation that all outstanding payments have been made to NAM by the parties.

C. If the parties fail to pay in full the deposits after being requested to do so, the NAM Administrator may have the Mediator suspend the Mediation proceedings or issue a written declaration of termination to the parties, effective on the date of termination.

D. Upon termination of the Mediation proceedings, the NAM Administrator shall render an accounting to the parties of the costs incurred and the deposits received and return any unexpended balance to the parties or bill any outstanding costs accordingly.

RULE NO. 52: ROLE OF THE MEDIATOR IN OTHER PROCEEDINGS

The parties and the Mediator agree that the Mediator shall not act as an Arbitrator or as a Representative or counsel to a party in any subsequent arbitral or judicial proceedings regarding the dispute that is the subject of the Mediation proceeding. The parties also agree that they will not present the Mediator as a witness in any subsequent proceedings.

RULE NO. 53: ADMISSIBILITY OF EVIDENCE IN OTHER PROCEEDINGS

The parties agree not to rely upon or introduce as evidence in any subsequent arbitral or judicial proceeding, any of the following:

A. views expressed or suggestions made by the other party regarding the possible settlement of a dispute;

B. admissions made by the other party during the course of the Mediation;

C. proposals made by the Mediator; and

D. the fact that the other party indicated a willingness to accept a proposal for settlement made by the Mediator.