
Resolute Systems Arbitration Rules

1. Agreement of Parties

The following arbitration rules shall apply whenever parties sign a document which 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, Inc. (Resolute) within seven days of the date sent or Resolute will have the right to cancel the agreement. These rules and any amendment hereto shall bind the parties except for any such provision that may be inconsistent with applicable law or when modified in writing by the parties.

2. Initiation of Arbitration

Parties to any existing dispute may initiate an arbitration under these rules by contacting Resolute Systems, Inc.'s Case Consulting Division at (800) 776-6060 and request that Resolute contact all parties involved and invite them to participate in arbitration. There will be no charge to the filing party unless Resolute is able to obtain agreement from the other parties to participate in arbitration.

3. Panel of Arbitrators

Resolute shall establish and maintain a Panel of Distinguished Neutrals from which parties may select a mutually agreeable arbitrator.

4. 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, or if acceptable arbitrators are unable to act, or if for any other reason the selection cannot be made from the submitted lists, parties may request that Resolute appoint the arbitrator from among members of the Panel of Distinguished Neutrals.

5. Qualifications of Arbitrator

No person shall serve as an arbitrator in any arbitration in which that person has any financial or personal interest. An arbitrator shall disclose any circumstances likely to create a presumption of bias that might disqualify that arbitrator 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.

6. Hearing Date, Time and Location

The parties shall mutually agree upon the date, time and place for each hearing. Resolute shall mail and/or fax to each party notice thereof, unless the parties by mutual agreement waive such notice or modify the terms thereof. Hearings may be rescheduled by mutual agreement of the parties. In such an event, the rescheduled date, time and place will be confirmed to all parties by Resolute via mail and/or fax. All terms, rules, and conditions of the signed Arbitration Agreement shall remain in full effect.

7. Representation

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

8. Stenographic Record

Any party wishing a stenographic record shall make arrangements directly with a stenographer and shall notify the other party, in writing, of such arrangements in advance of the hearing. The requesting party or parties shall pay the cost of the record if such transcript is agreed by the parties to be, or determined by the arbitrator to be, the official record of the proceeding, it must be made available to the arbitrator and to the other party for inspection at a time and place determined by the arbitrator.

9. Interpreters

Any party wishing an interpreter shall make all arrangements directly with the interpreter and shall assume the costs of such service.

10. Attendance at Hearings

The arbitrator shall maintain the privacy of the hearings unless the law provides to the contrary. Any person having a direct interest in the arbitration is entitled to attend hearings. All witnesses to the arbitration must be listed in the Arbitration Agreement signed by all parties. The arbitrator shall otherwise have the power to require the exclusion of any witness, other than a party or other essential person, during the testimony of any other witness. It shall be discretionary with the arbitrator to determine the propriety of the attendance of any other person.

11. Postponements, cancellation or settlement prior to hearing

The arbitrator may, for good cause, postpone the hearing 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 arbitration agreement.

12. Oaths

Before proceeding with the first hearing, each arbitrator may take an oath of office and, if required by law, shall do so. The arbitrator may require witnesses to testify under oath administered by any duly qualified person and, if required by law or requested by either party, shall do so.

13. 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 who, 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.

14. Arbitration Hearing

The hearing may be conducted by the arbitrator in any manner which permits a fair presentation of the case by the parties.

15. 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 agree to submit all exhibits, documentation, and lists of witnesses to be used in the arbitration directly to the arbitrator(s), 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 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.

16. 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.

17. 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.

18. Majority Decision

Whenever there is more than one arbitrator, all decisions of the arbitrators must be by at least a majority. The award must also be made by at least majority unless the concurrence of all is expressly required by the Arbitration Agreement or by law.

19. Arbitration Award

The arbitration award shall be in writing and shall be signed by the arbitrator. 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.

20. 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.

21. 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.

22. 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.

23. Scope of Award

The parties agree that any decision rendered by the arbitrator is conclusive only as to the matters being adjudicated in said arbitration, pertaining to the parties present. The decision of the arbitrator is not res judicata nor will it have collateral estoppel effect as to the same or similar issues in companion claims or actions arising out of the incident which is the subject of said arbitration.

24. Award upon Settlement

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

25. 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.

26. Expenses

The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the arbitration, including required traveling and other expenses of the arbitrator and of Resolute representatives, and the expenses of any witness and the cost of any proof produced at the direct request of the arbitrator, shall be borne equally by the parties, unless they agree otherwise.

27. 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.

28. Release of Documents for Judicial Proceedings

Resolute shall, upon the written request of a party, furnish to such party, at its expense, certified copies of any papers in Resolute 's possession that may be required in judicial proceedings relating to the arbitration.

29. Interpretation and Application of Rules

The arbitrator shall interpret and apply these rules insofar as they relate to the arbitrator's powers and duties. When there is more than one arbitrator and a difference arises among them concerning the meaning or application of these rules, it shall be decided by a majority vote. If that is unobtainable, either an arbitrator or a party may refer the question to Resolute for final decision. All other rules shall be interpreted and applied by Resolute .