

ARBITRITE Agreement For Multi-Party Use

Each of the undersigned Parties agrees as follows:

- (1) The Parties shall submit their dispute for resolution by a Neutral retained from the **ARBITRITE** panel for His/Her expertise in the legal or business fields implicated by the dispute. The Panel is comprised of a pool of retired judges, who will decide the dispute (depending upon the box checked): via a written **Opinion** setting forth the reasons for the decision with appropriate citations to case law, or in a summary **Order** sufficient for the determination of liability and damages, if any.
- (2) The written Opinion or Order of the **ARBITRITE** Neutral will be rendered on the **Decision Date**, _____ business days from the **Submission Date** (specified below), and shall (depending upon the box checked):
 be advisory only, and shall not be admissible in any other proceeding for any purpose. -or-
 be a final, non-appealable determination of the dispute between the parties in a form that can be enforced as an arbitration award in a court of competent jurisdiction.
- (3) Upon signing this Agreement the Parties will pay a one-time, non-refundable aggregate fee calculated at a rate of twelve thousand five hundred (**\$12,500**) dollars per Party, for an Aggregate fee of _____ for this dispute resolution service, which is due in full on the **Submission Date**.
- (4) Each Party shall Submit a Concise Statement of Issues In Dispute on the form provided at www.ARBITRITE.COM (additional pages may be attached up to a limit of 20).
- (5) The Parties will exchange and upload to the **ARBITRITE** website complete copies of the documents and exhibits relevant to the dispute, from which *all information identifying the parties or individual participants by name or otherwise shall have been redacted*.
 - a. Alternatively, any Party may submit its documents to be redacted by **ARBITRITE's** confidential staff before submission to the Neutral, for an additional fee (**\$2,500**) per submitting Party (250 page limit); and
 - b. The Parties acknowledge that **ARBITRITE's** procedures for Party anonymity protect them against any potential conflict(s) of interest that might otherwise arise in the absence of redaction, and waive any such conflict.¹ If, despite redaction, a Neutral learns of facts that could give rise to a potential conflict of interest, that Neutral shall resign, and be replaced at no cost to the Parties.
 - c. This matter will be deemed submitted when all redacted documents have been received by the **ARBITRITE** Neutral (**Submission Date**), in accordance with the Procedures set forth at www.ARBITRITE.COM, which will then provide email notice of the **Decision Date** to each Party representative; and
 - d. The Parties waive discovery, motion practice and a hearing, but agree that the Neutral may contact any Party's undersigned representative to clarify any statement or exhibit submitted by that Party. All submitted documents will be destroyed 30 days after the Opinion or Order is rendered.
- (6) Neither **ARBITRITE** nor its Neutral(s) or affiliated person(s) shall be liable to any Party or its affiliate for any act or omission in connection with the dispute submitted pursuant to this Agreement, and no Party will attempt to join in any capacity, or compel the testimony of, any **ARBITRITE** Neutral or affiliated person(s) in any judicial or arbitral proceeding related in any way to the said dispute, and in addition to the foregoing shall defend, indemnify and hold harmless **ARBITRITE** its Neutral or affiliated person so joined or called in any proceeding commenced by said Party. No Party will seek the production from **ARBITRITE** of any document or exhibit submitted to **ARBITRITE**, and the Parties agree that no one affiliated with **ARBITRITE** is a necessary party in any judicial or arbitral proceeding.
- (7) Any dispute arising out of or related to this Agreement shall be resolved by submission to **ARBITRITE**.

This Agreement may be signed electronically or in counterparts, all of which constitute the whole Agreement.

Party 1

Party 2

By its authorized representative

By its authorized representative

Email:
Telephone:

Email:
Telephone:

Attach Additional Sheets as Necessary

¹ See www.ARBITRITE.com for a further explanation of "redaction" and "conflict of interest"