

ARBITRITE Agreement for Private Disputes

Each of the undersigned Parties agrees as follows:

- (1) The Parties shall submit their insurance coverage dispute for resolution by a Panel of three (3) neutrals selected by ARBITRITE for their expertise in the legal/business fields implicated by the dispute.
 - a. Neutral A, an experienced claimants' attorney, will present the Claimant's position.
 - b. Neutral B, an experienced respondents' attorney, will present the Respondent's position.
 - c. Neutral C, selected from a pool of retired judges, will resolve any disputes or ties.

The Panel will decide the dispute and prepare a single, written Opinion setting forth the reasons for their decision, with appropriate citations to relevant case law.

- (2) The decision and written Opinion of the ARBITRITE Panel will be rendered ____ business days from the submission date (specified below) and shall (depending upon the box checked below):

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 that can be enforced as an arbitration award in any court of competent jurisdiction.

- (3) Upon signing this Agreement the parties will pay a one-time, non-refundable fee of _____ thousand (\$_____) dollars for this dispute resolution service.

- (4) Claimant's Concise Statement of Issues In Dispute (an additional page may be attached):

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- (5) Respondent's Concise Statement of Issues in Dispute (an additional page may be attached):

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- (6) The Parties will exchange and upload to the ARBITRITE website complete copies of the relevant exhibits that any party wishes to submit, from which *all information identifying the parties or individual participants by name shall have been redacted.*ⁱ

- a. Alternatively, either Party may submit the foregoing documents to be redacted by ARBITRITE's confidential staff before submission to the Panel, for an additional fee (\$_____); and
- b. This matter will be deemed submitted when all redacted documents have been received by the ARBITRITE Panel, in accordance with the Procedures set forth at www.ARBITRITE.COM which will provide email notice of the **Decision Date** to each Party representative; and
- c. The parties waive discovery and a hearing, but agree that a party's respective Neutral may contact that 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 is rendered.

- (7) 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 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. No Party will seek the production 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.

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

Claimant

Respondent

By its authorized representative

By its authorized representative

Email:

Email:

Telephone:

Telephone:

Dated:

Dated:

ⁱ Redaction is used to avoid actual or potential conflicts of interest by obscuring precise identification of parties and individuals, while ensuring the accurate denomination of their roles. Thus, "Claimant Able Corp. is a jeweler" is redacted to read, "Claimant [REDACTED] Corp. is a jeweler". The name "Baker Ins. Co." appearing on an insurance policy would be redacted to read "[REDACTED] Ins. Co." the phrase "manager Joe Smith" would be redacted to read "manager J [REDACTED] S [REDACTED]"; entities in similar roles may be distinguished by number, e.g., "Ins. Co. 2." If, despite redaction, a Neutral learns of facts that could give rise to a potential conflict of interest before an Opinion has been rendered, that Neutral shall resign, and be replaced. The Parties acknowledge that these procedures sufficiently protect them against any potential conflict of interest.