



Expedited Virtual Arbitration Rules & Procedures – 2025

Version: 250425.01

Clearwell ADR Expedited Virtual Arbitration Rules and Procedures

1. Scope of Rules and Definitions

- a. These Clearwell ADR Arbitration Rules and Procedures, as may be amended from time to time by and in the sole discretion of Clearwell ADR, (the “Rules”) govern all Arbitrations administered by Clearwell ADR.
- b. Clearwell ADR will administer Arbitrations pursuant to these Rules when: (i) the Parties have specified that these Rules shall apply or have otherwise provided for Clearwell ADR administration of an Arbitration in a fully executed written agreement (whether executed before or after a dispute arises), or (ii) a court of competent jurisdiction compels arbitration before Clearwell ADR. The Parties expressly acknowledge that, by specifying that these Rules shall apply or by otherwise providing for Clearwell ADR administration of an Arbitration in a fully-executed written agreement, the Parties are deemed to have incorporated these Rules as binding provisions of their agreement, as if fully set forth therein.
- c. The Rules in effect on the Commencement Date of an Arbitration will be binding on the Parties, unless the Parties expressly agree in writing to adopt any amended Rules issued during the pendency of an Arbitration. Any disputes regarding which Clearwell ADR Rules apply shall be resolved pursuant to Section 2 - (Role and Authority of Clearwell ADR). Upon discovery of a conflict between these Rules and applicable law, Clearwell ADR reserves the right to unilaterally amend the affected Rules to ensure compliance with such law. Any such amendment shall take effect immediately upon written notification to the Parties via the Clearwell Virtual Portal (CVP) and shall apply to all pending and future Arbitrations, unless the Parties expressly agree otherwise in writing.
- d. In calculating any timelines set forth in these Rules, unless otherwise noted, the first and the last day of the period so computed shall be included, unless it falls on a Saturday, a Sunday, or a U.S. Federal Holiday, in which event the period shall run to the next business day.
- e. Definitions:
 - i. "Affirmative Defense" means a defense raised by the Respondent in the Answer that seeks to defeat, mitigate, or excuse the Claimant's claims as

set forth in the Demand for Arbitration. This includes, but is not limited to, traditional defenses such as statute of limitations, payment, waiver, or estoppel, as well as assertions related to the Claimant's alleged breach of contract that impact the Respondent's obligations (e.g., Claimant's prior breach as a basis for non-performance), provided such assertions do not seek independent relief. For the purposes of these Rules, Affirmative Defenses are the sole mechanism for the Respondent to raise matters beyond a denial of the Claimant's allegations. Any independent claims for relief by the Respondent shall be handled as a new and distinct dispute.

- ii. "Answer" means the written submission filed by the Respondent via the Clearwell Virtual Portal (CVP) in response to a Demand for Arbitration, containing the defenses, including any affirmative defenses, to the Claimant's claims as specified in Section 6, together with the requisite filing fee following the Initial Answer and onboarding by the Clearwell ADR Team.
- iii. "Arbitration" means an arbitration proceeding commenced before Clearwell ADR pursuant to these Rules.
- iv. "Arbitrator" means the Arbitrator appointed by Clearwell ADR pursuant to these Rules.
- v. "Claimant" is the Party that commences the Arbitration.
- vi. "Clearwell Virtual Portal (CVP)" means Clearwell ADR's web portal (clearwelladr.com) to which all Arbitration filings must be submitted.
- vii. "Commencement Date" means the date upon which Clearwell ADR receives a Demand for Arbitration via the Clearwell Virtual Portal (CVP), together with the requisite filing fee.
- viii. "Commencement Notice" means the written notification issued by Clearwell ADR to the Respondent via email within three (3) business days of the Commencement Date, informing the Respondent of the initiation of an Arbitration and providing essential case details as detailed in Section 3.

- ix. “Uncontested Award” means a binding award issued by the Arbitrator when a Party fails to respond or participate after due notice, based on the participating Party’s evidence, as described in Sections 6 and 7.
- x. “Demand for Arbitration” (or “Demand”) means the written submission filed by the Claimant via the Clearwell Virtual Portal (CVP) to initiate an Arbitration, containing the information and documents specified in Section 3, together with the requisite filing fee.
- xi. “Evidence-Only Hearing” means the default arbitration procedure conducted solely on documentary evidence without live testimony or oral argument, as described in Section 4.
- xii. “Filing Fee” means the monetary amount required by Clearwell ADR to initiate or respond to an Arbitration proceeding, as specified in the Schedule of Fees in Section 4.
- xiii. “Full Virtual Hearing” means an arbitration procedure conducted virtually, allowing oral testimony, cross-examination, and argument, as described in Section 4, elected by a Party or required by Clearwell ADR override.
- xiv. “Initial Answer” means the preliminary written submission filed by the Respondent, containing the case number, case name, elected hearing type, and, for a Full Virtual Hearing, the Arbitrator Selection Method, together with the requisite filing fee and hearing fee, to fulfill the response deadline and initiate onboarding by Clearwell ADR.
- xv. “Interim Arbitrator” means a temporary Arbitrator appointed by Clearwell ADR to oversee case administration, including emergency relief and default proceedings, as provided in Sections 4 and 12.
- xvi. “Party” or “Parties” means a Party to an Arbitration.
- xvii. “Respondent” is the Party against whom a Claimant’s Arbitration claim commenced.
- xviii. “Schedule of Fees” means the schedule of Clearwell ADR fees in Section 4 of the Rules.

2. Role and Authority of Clearwell ADR

- a. By agreeing to Arbitration with Clearwell ADR, the Parties grant Clearwell ADR and the appointed Arbitrator sole and exclusive authority to administer, interpret, and rule on all aspects of the Arbitration process in accordance with these Rules. This authority includes, but is not limited to, appointing Arbitrators (Section 9), managing case administration, enforcing compliance with these Rules, and resolving any questions or disputes regarding their application or interpretation. All decisions, including administrative rulings by Clearwell ADR and awards by the Arbitrator, are final and binding, subject only to limited exceptions under applicable law (e.g., fraud, misconduct) as noted in Section 21(c). The Parties acknowledge that this authority governs all proceedings, ensuring a streamlined and equitable process.



3. Submission and Commencement of Arbitration

- a. Arbitration shall be commenced by the Claimant through the submission of a Demand for Arbitration (“Demand”) as detailed below, filed per Section 8, and accompanied by payment of the appropriate fee(s) per Section 4. Clearwell ADR provides an expedited service designed to streamline dispute resolution, relying on clear, well-organized submissions.
- b. The Demand must accurately include submission of the following information and documents:
 - i. Claimant Information: Full Name/Business Name, Address, Phone Number, Email, and, if applicable, Attorney’s Name, Firm, and Contact Information, plus Additional Parties.
 - ii. Respondent Information: Full Name/Business Name, Address, Phone Number, Email.
 - iii. Arbitration Agreement: Governing Agreement with an Arbitration Clause fully executed between the Parties, specifying Clearwell ADR’s virtual platform and Rules.
 - iv. Statement of Claim: Nature of the Dispute (summary of key events, agreements, and actions), Legal Claims (e.g., contract breaches, statutory violations).
 - v. Relief Requested: Total amount sought, with breakdown if applicable.
 - vi. Arbitration Preferences:
 1. Hearing Type (Evidence-Only or Full Virtual),
 - For an Evidence-Only Hearing, the Arbitrator will be appointed by Clearwell ADR.
 - For a Full Virtual Hearing, the Arbitrator Selection Method may be either default appointment by Clearwell ADR or Strike & Rank, per Section 9. If no election is made for a Full Virtual Hearing, Clearwell ADR will appoint the Arbitrator by default.
 2. Governing Law (State/Federal, if known)
 - vii. Evidence Attachments/Upload: Initial evidence per Section 15(b).

- c. Acceptance or Rejection of Submitted Information and Evidence: Clearwell ADR's rejection and correction process is governed by Section 8
- d. **Email Notification of Commencement Notice:** Upon receipt of a valid Demand, Clearwell ADR shall notify the Respondent in writing of the commencement of the Arbitration within three (3) business days of the Commencement Date (the 'Commencement Notice'). Service of the Commencement Notice shall be transmitted via email to the Respondent's designated email address and deemed effective one (1) business day after transmission, regardless of confirmation of receipt. The Commencement Notice shall include the case number, the Commencement Date, a copy of the Demand or instructions to access it via the Clearwell Virtual Portal (CVP), and a directive to register on the CVP and file an Initial Answer within fifteen (15) days as per Section 6, including the case number, case name, hearing type, and, for a Full Virtual Hearing, the Arbitrator Selection Method, followed by a full Answer within five (5) business days of email notification of onboarding by Clearwell ADR. Email shall be the primary method of notification until both Parties are fully registered on the Clearwell Virtual Portal (CVP), after which all communication shall transition to the CVP as outlined in Section 8. Parties must maintain the @clearwelladr.com domain on an email whitelist to ensure receipt, and failure to do so does not excuse non-compliance with procedural deadlines.
- e. The Claimant bears sole responsibility for the accuracy and completeness of the information submitted in a Demand.
- f. Simultaneous with filing the Demand with Clearwell ADR, Claimant shall be responsible for effectuating service of the Demand upon Respondent as may be required in accordance with applicable state or federal law. Any errors or omissions in filing the Demand with Clearwell ADR or in Claimant's service of the Demand upon Respondent that are not corrected in a timely manner may result in delays, additional fees or waivers, for which the Claimant shall bear full responsibility.
- g. Subject to applicable laws, Parties may choose to be represented by persons of the Party's choice. The names, mailing addresses, and email addresses of such persons shall be promptly communicated to Clearwell ADR. For Consent Awards

under Section 21(e) for Unregistered Respondents, the Claimant's submission, including a declaration of Respondent notification, satisfies the notification and service requirements of Sections 3(d) and 3(f), unless disputed by the Respondent, in which case arbitration resumes per Section 7.



4. Fees and Expenses

- a. **Payment Obligations and Fee Structure:** All fees necessary to initiate and conduct Arbitration proceedings under Clearwell ADR are detailed in this section. These fees support administrative costs, case management, and Arbitrator services, ensuring an efficient resolution process. Filing fees must be paid when submitting a Demand or Answer via the Clearwell Virtual Portal (CVP) as outlined in Section 8, while hearing fees are due according to the payment benchmarks in Section 4(h). The Arbitrator may include fee reimbursement in the final award if one Party is deemed prevailing, providing a mechanism to address cost imbalances.
- b. **Payment Authorization:** To facilitate timely payments, each Party is required to provide a valid major credit card (e.g., American Express, Visa, Mastercard) when submitting their initial filing—either a Demand or Answer. Clearwell ADR will charge these cards for applicable fees at key stages of the process, as specified in Section 4(h). If a Party cannot use a credit card, alternative payment methods may be arranged by contacting support@clearwelladr.com prior to deadlines. Credit card information is securely stored in compliance with Payment Card Industry Data Security Standards (PCI-DSS) to protect Party privacy.
- c. **Advance Payment:** In situations where one Party delays payment, another Party may advance the required fees to prevent disruptions, subject to approval from Clearwell ADR. This advance is reimbursable through the final award if the Arbitrator deems it appropriate, ensuring fairness in cost allocation. Requests for advancement should be submitted via CVP with a clear explanation of need.
- d. **Non-Compliance and Suspension:** If fees remain unpaid by the deadlines in Section 4(h), this may result in suspension of proceedings or issuance of an uncontested award per Section 7, depending on the case's status. Parties anticipating payment issues must notify support@clearwelladr.com; discretionary extensions may be granted to avoid unnecessary interruptions.
- e. **Assignment to AAA:** If a dispute involves claims beyond Clearwell ADR's expertise (e.g., highly specialized legal domains), Clearwell ADR may transfer the Arbitration to the American Arbitration Association (AAA). Parties will be

notified promptly via CVP or email to proceed under AAA rules, with fees then governed by AAA's fee structure.



f. **Clearwell ADR Schedule of Fees**

Filing Services	Fee
Demand (Filing)	\$180
Answer (Response)	\$180
Interim Arbitrator Assignment	\$360
Hearing Services	Fee
Evidence-Only Hearing (Inclusive of All Arbitrator Time)	\$1250 per Party
Full Virtual Hearing (Inclusive of All Arbitrator Time)	\$3500 per Party
Amendments to Demands and Answers	\$360 (Amending Party)
Standard/Non-Reasoned Decision	Included (No additional charges)
Optional Services	
Optional: Reasoned Decision	\$375/hour/Party
Optional: Extraordinary Arbitrator Time	TBD
Other Misc. Services	TBD

g. **Clearwell ADR: Evidence-Only and Full Virtual Hearings:** Clearwell ADR provides a structured arbitration framework consisting of two procedural levels based on the nature of the claims and the evidentiary requirements for resolution. This system is designed to provide an appropriate level of adjudication for the nature of the claims presented while maintaining fairness, balance, timeliness and procedural efficiency.

- i. **Evidence-Only Hearing** serves as the default arbitration procedure unless otherwise elected by a Party or determined by the Arbitrator. This process is generally appropriate where claims can be resolved solely through documentary evidence. In an Evidence-Only Hearing, the Arbitrator renders a decision based exclusively on the documentary submissions of the Parties without convening a live proceeding.
- ii. **Full Virtual Hearing** is available at the election of either Party. The claimant may elect a Full Virtual Hearing at the time of filing, or if the claimant does not do so, the respondent may elect one in its response. Either Party requesting a Full Virtual Hearing obliges the other Party to a Full Virtual Hearing. A Full Virtual Hearing is appropriate for more complex disputes.
- iii. **Note:** Arbitrator appointment for Evidence-Only Hearings is included in the Evidence-Only Hearing Fee, with no additional cost, as Clearwell ADR

appoints the Arbitrator. For Full Virtual Hearings, electing Strike & Rank incurs no additional fee beyond the Full Virtual Hearing Fee, unless otherwise specified by Clearwell ADR.

- h. **Clearwell ADR Override:** Clearwell ADR or the Arbitrator retains the authority to override the Parties' election of an Evidence-Only Hearing and require a Full Virtual Hearing if deemed necessary to resolve material factual disputes, assess intent or credibility through testimony, or ensure due process. Factors considered in exercising this override include, but are not limited to, the presence of conflicting affidavits requiring witness examination, credibility disputes material to the outcome, the complexity of factual or legal issues necessitating oral argument, or procedural fairness requiring live testimony. For example, an override may be warranted where affidavits present irreconcilable accounts of a contract's formation or where a Party's intent cannot be adequately assessed from documents alone. If exercised, Clearwell ADR shall notify the Parties in writing, specifying the basis for the override. Both Parties are then bound by the Full Virtual Hearing process and its corresponding fees (Section 4, Schedule of Fees), with payment due within seven (7) days of notification. The override decision is final and not subject to objection, though Parties may request clarification from the Arbitrator.
- i. **Fee Payment Benchmark:** The following outlines the fee structure and payment responsibilities for arbitration proceedings under Clearwell ADR.
 - i. **Claimant Filing Fees:**
 - 1. The Claimant submits a valid credit card and Demand Fee to initiate arbitration (Section 3), choosing a Hearing type (Section 4(f)).
 - 2. The Claimant pays the Interim Arbitrator Assignment Fee unless the Respondent registers and pays fees (Section 6), in which case the fee is split or paid per party agreement.
 - ii. **Respondent Response & Hearing Fee:** Within 15 days of Commencement Notification (Section 3(d)), the Respondent submits a valid credit card, Answer Fee, and hearing fee based on their elected hearing type.
 - iii. **Consent Award Costs:**

1. **Unregistered Respondent:** The Claimant's Interim Arbitrator Assignment Fee covers Arbitrator and administrative costs for processing the Consent Award, as Respondent pays no fees.
2. **Registered Respondent:** Costs are covered by hearing fees. The Consent Award is treated as a withdrawal, triggering refunds of hearing fees per Section 4(l) based on the timing of submission of the fully executed Signed Settlement Agreement and Consent Award Acknowledgment Form.

iv. **Interim Arbitrator Appointment:**

1. After 15 days, if Respondent has not submitted an Answer, Clearwell appoints an Interim Arbitrator, funded by Interim Arbitrator Assignment Fee to review for an uncontested award (Section 7), unless a Consent Award is requested (Section 21(e)).
2. If Respondent submits an Answer after Claimant's payment, Claimant's fee is credited toward hearing fees (Section 4(f)).

- j. **Clearwell ADR Refund Policy:** Clearwell ADR fees cover administrative costs and case processing and are non-refundable, except for potential partial hearing fee refunds detailed in the refund provisions below.
- k. **Notification of Withdrawal:** Parties have an obligation to notify Clearwell ADR in writing at: (support@clearwelladr.com) if they decide to withdraw from the arbitration for any reason. Any potentially applicable refund will be calculated based on the date of notification. Refund eligibility is determined in accordance with Clearwell ADR's fee schedule and policies, considering the stage of the arbitration at the time of withdrawal.
- l. **Hearing-Specific Fee Refund Policy:** Hearing-specific fees are refundable for withdrawals or Consent Awards (Registered Respondent). Refund eligibility is determined by the timing of the opposing Party's payment and the stage of arbitration at the time of withdrawal or, for Consent Awards, the date CVP receives the fully executed Signed Settlement Agreement and Consent Award Acknowledgment. A Consent Award submission is treated as a withdrawal for refund purposes but does not close the arbitration case, which remains open per Section 21(e).

i. **Refunds for Withdrawal of Evidence-Only Hearing**

Stage of Arbitration	Refund Policy
Withdrawal before Arbitrator Appointment.	75% refund of each Party's Evidence-Only Hearing payment.
Withdrawal after Arbitrator Appointment.	No refund of Evidence-Only Hearing payments.

ii. **Refunds for Withdrawal of a Full Virtual Hearing**

Stage of Arbitration	Refund Policy
Withdrawal before the hearing date has been scheduled.	75% refund of each Party's Full Virtual Hearing payment.
Withdrawal after the hearing date has been scheduled, but more than 5 business days before the hearing.	50% refund of each Party's Full Virtual Hearing payment.
Withdrawal within 5 business days of the scheduled hearing date (excluding the hearing date itself).	No refund of Full Virtual Hearing payments.

- iii. **Additional Notes:** Refunds apply only to hearing-specific fees and do not include the non-refundable Demand (Filing) Fee, Answer (Response) Fee, or Arbitrator Appointment Fee. The scheduled hearing date is not included when calculating refund eligibility based on business days. Refund processing timelines are subject to Clearwell ADR's administrative policies.

5. Timelines and Expedited Process for Completion of Proceedings

- a. Clearwell ADR is committed to providing an efficient and structured arbitration process, targeting resolution within approximately 100 days while upholding fairness, due process, and neutrality. The following general timeline guides the proceedings:
 - i. **Filing of Demand for Arbitration (Days 1-3):** Claimant submits Demand per (Section 3).
 - ii. **Respondent's Initial Answer (Days 3-19):** Respondent submits Initial Answer within 15 days of Commencement Notice per Section 6.
 - iii. **Respondent's Full Answer (Days 14-19):** Respondent submits full Answer within 5 business days of email notification of onboarding by Clearwell ADR per Section 6.
 - iv. **(If Applicable) Claimant's Reply to Affirmative Defenses (Days 19-26):** Claimant submits Reply within 7 days of Answer per (Section 6(g)).
 - v. **Selection and Appointment of Arbitrator (Days 29-35):** Arbitrator appointed per (Section 9).
 - vi. **Discovery and Final Submissions (Days 36-63):** Discovery and final evidence submitted per Section 14.
 - vii. **Virtual Hearing and Presentation of Evidence (Days 64-80):** Hearing conducted per Section 17.
 - viii. **Issuance of Final Decision and/or Award (Days 91-100):** Award issued per Section 21.
- b. **Fairness and Procedural Integrity:** The Arbitrator may adjust deadlines for fairness or discovery needs (Sections 14, 19), with extensions not exceeding 14 days unless mutually agreed by the Parties. This timeline ensures efficiency while allowing flexibility to prevent undue prejudice. Parties must comply with deadlines absent extraordinary circumstances, with the Arbitrator balancing speed and due process

6. Answers

- a. The Answer process requires the Respondent to respond to a Demand for Arbitration through a two-step procedure administered via the Clearwell Virtual Portal (CVP). The first step, the Initial Answer, ensures registration and procedural compliance, while the second step, the Full Answer, provides the substantive response, including defenses and evidence. Both steps are integral to the Answer process, and failure to complete either may result in default.
- b. **Initial Answer and Registration:** As the first step of the Answer process, the Respondent shall, within 15 days of the Commencement Notice (Section 3(d)), register on the Clearwell Virtual Portal (CVP) and submit an Initial Answer per Section 8. The Initial Answer, containing the case number, case name, elected hearing type (Evidence-Only or Full Virtual), and, for a Full Virtual Hearing, the Arbitrator Selection Method (default appointment by Clearwell ADR or Strike & Rank per Section 9), together with the Initial Answer Fee and hearing fee, confirms the Respondent's participation and fulfills the response deadline. After submission, Clearwell ADR shall verify the Respondent registration, payment, and submission details, and notify the Respondent via email to submit the Full Answer within five (5) business days as the second step of the Answer process.
- c. **Content and Full Answer Submission:** As the second step of the Answer process, the Respondent shall submit the Full Answer via the Clearwell Virtual Portal (CVP) within five (5) business days of email notification by Clearwell ADR. The full Answer must contain a statement of all defenses to the Demand, including any Affirmative Defenses as defined in Section 1(e)(i), and initial evidence per Section 15(b). If asserting an Affirmative Defense, the Respondent must indicate so by checking the box labeled "The Respondent asserts an Affirmative Defense as part of this Answer" on the Full Answer form and provide a concise description of each Affirmative Defense.
- d. **Communication Transition from Email to Clearwell Virtual Portal (CVP):** Once both Parties are registered on the CVP, all administrative communications shift exclusively to the CVP per Section 8.

- e. **Non-Participation Triggering Uncontested Award:** Failure to complete either step of the Answer process—filing an Initial Answer within 15 days of the Commencement Notice or a full Answer within five (5) business days of email notification of onboarding—without written authorization from the Arbitrator or Clearwell ADR, may constitute non-participation, triggering an uncontested award process (Section 7) where the Arbitrator evaluates the Claimant’s evidence and issues a binding award, without requiring a formal motion. A Consent Award requested before the applicable 15-day deadline preempts the uncontested award process, and arbitration proceeds per Section 21(e).
- f. **Evidence Review Period:** Both Parties have 5 business days post-full Answer to review CVP-uploaded evidence, requesting clarification via Clearwell ADR if needed.
- g. **Rejection of Respondent Submissions:** Clearwell ADR’s rejection process for Answers is governed by Section 8.
- h. **Claimant’s Reply to Affirmative Defenses:** If the Respondent asserts one or more Affirmative Defenses in the Answer, the Claimant may, at its discretion, file a Reply to Affirmative Defenses within seven (7) days from the date of the Answer’s submission via the Clearwell Virtual Portal (CVP). The Reply must be submitted via the CVP per (Section 8), addressing each Affirmative Defense raised, and may include additional evidence or arguments relevant to those defenses. No additional filing fee is required for the Reply unless it constitutes an amendment to the Demand under (Section 18). Failure to file a Reply within this timeframe does not waive the Claimant’s right to contest the Affirmative Defenses through the original Demand submissions, which the Arbitrator may consider in evaluating such defenses.

7. Uncontested Awards

- a. Failure to file an Initial Answer within 15 days of the Commencement Notice or a full Answer within five (5) business days of email notification of onboarding, without written authorization from the Arbitrator or Clearwell ADR or applicable statutory minimums, constitutes non-participation. The Arbitrator may deem allegations in the Demand admitted and issue a binding uncontested award, including monetary damages, equitable relief, or other remedies consistent with applicable law and the arbitration agreement.
- b. **Process:** Non-participation does not delay Arbitration. No motion is required, as the Arbitration automatically proceeds to an uncontested award process per Section 6(e). The award is final, with no response permitted except as allowed by law. Clearwell ADR may assess additional fees, allocable to the non-participating Party in the award.
- c. **Enforcement:** Uncontested awards are enforceable by the parties in any court of competent jurisdiction under the Federal Arbitration Act or applicable state law.

8. Submissions and Communications

- a. All documents, filings, and notices required in Clearwell ADR Arbitration proceedings, including but not limited to the Demand for Arbitration, Answer, Consent Award submissions, and supporting evidence, must be submitted through the Clearwell Virtual Portal (CVP) in PDF format, not exceeding 25 MB per submission (split larger files as needed). Initial submissions are limited to 10 documents or 25 MB per Party; supplemental evidence, if approved by the Arbitrator (Section 15), is capped at 5 documents or 15 MB. Clearwell ADR may reject incomplete, disorganized, or non-compliant submissions (e.g., illegible, unindexed), notifying the submitting Party with a 2-day period to resubmit. Failure to correct may result in exclusion at the Arbitrator's discretion. Submissions are effective upon receipt in the CVP, serving as the official record.
- b. Clearwell ADR shall notify the Respondent via email of a valid Initial Answer submission, confirming registration and onboarding and providing instructions for submitting the full Answer within five (5) business days. Once both Parties are fully registered on the CVP (Section 6), all administrative communications occur exclusively through the CVP. Email communication resumes post-resolution using a valid email address linked to the account.
- c. In case of CVP technical issues, Clearwell ADR or Arbitrator may permit alternative filing email to support@clearwelladr.com to ensure timely progression.

9. Arbitrator Appointment

- a. Clearwell ADR maintains a carefully curated panel of Arbitrators with expertise across various industries. Each Arbitrator is required to uphold the highest standards of neutrality, objectivity, and professionalism.
- b. To maintain the integrity of the Arbitration process, each Arbitrator must disclose any potential conflicts of interest, including relationships with the Parties or witnesses, or factors that may reasonably affect their impartiality or give rise to an appearance of bias. Upon disclosure of such potential conflicts, or if a Party reasonably believes a conflict exists, either Party may file a written objection to the Arbitrator's appointment within seven (7) days of receiving notice of the appointment. The objection must specify the grounds for the challenge.
- c. **Default Arbitrator Appointment and Optional Strike & Rank:** For an Evidence-Only Hearing, Clearwell ADR will appoint an experienced Arbitrator from its panel to oversee the Arbitration, with no Strike & Rank process. For a Full Virtual Hearing, Clearwell ADR will appoint an experienced Arbitrator by default, unless either Party elects the Strike & Rank selection process at the time of filing the Demand (Section 3) or Answer (Section 6). If neither Party elects Strike & Rank for a Full Virtual Hearing, Clearwell ADR's appointment shall be final, subject to conflict disclosures under subsection (b).
- d. **Strike & Rank Selection Process:** For a Full Virtual Hearing, if Strike & Rank is elected by either Party, Clearwell ADR will provide each Party with a list of at least three potential Arbitrators. Each Party has seven (7) days from receipt of the list to eliminate one Arbitrator and rank the remaining in order of preference, with 1 being the most preferred. Once both Parties submit their rankings, Clearwell ADR aggregates the scores, and the Arbitrator with the lowest combined ranking is appointed. If a Party fails to respond within the allotted time, Clearwell ADR will proceed with the rankings submitted by the responding Party or, if no rankings are submitted, appoint an Arbitrator from the original list. The election of Strike & Rank by one Party obliges both Parties to participate in the process, and the resulting appointment is final, subject to conflict disclosures under subsection (b).
- e. **Authority:** Arbitrator appointments, whether by default or Strike & Rank, are governed by Section 2, with Clearwell ADR resolving disputes or objections.

10. Confidentiality and Use of Information

- a. All Arbitration proceedings, documents, evidence, statements, and information disclosed by any Party are strictly confidential. Parties, representatives, the Arbitrator, and Clearwell ADR shall not disclose or use this information outside the Arbitration without all Parties' written consent or as mandated by law.
- b. **Exceptions to Confidentiality:**
 - i. **Legal or Regulatory Requirements:** Disclosures required by law, regulation, or court order, with advance notice to Clearwell ADR and Parties if permissible.
 - ii. **Enforcement of Arbitration Awards:** Limited disclosure of awards for enforcement per Section 21(c).
 - iii. **Internal Use of De-identified Data:** Clearwell ADR may use de-identified data from Arbitration proceedings solely for internal purposes, such as quality control (e.g., assessing procedural efficiency), training (e.g., improving Arbitrator performance), or statistical analysis (e.g., evaluating case trends), but not for external marketing, promotion, or commercial gain. 'De-identified' means the removal of all personally identifiable information, including but not limited to names, addresses, dates of birth, specific dates of events, financial account numbers, and other details that could reasonably identify a Party or witness, in compliance with applicable privacy laws (e.g., GDPR, CCPA where relevant). Clearwell ADR shall employ reasonable technical and organizational measures to ensure data remains de-identified during use.

11. Procedural Integrity and Sanctions

- a. All Parties, their legal representatives, and witnesses are required to adhere strictly to Clearwell ADR's Rules and to comply with all orders and directives issued by the Arbitrator. Each Party is expected to act respectfully, uphold procedural decorum, and avoid conduct disruptive to the arbitration process. Violations of these expectations, noncompliance with procedural rules, or any conduct deemed offensive or obstructive may lead to sanctions at the Arbitrator's discretion. Such sanctions may include, but are not limited to, exclusion from participation in hearings, adverse inference rulings, assessment of administrative costs or Arbitrator costs, or imposition of procedural limitations.
- b. In instances where a Party or representative is excluded from a live hearing as a result of sanctions, that Party may petition the Arbitrator for an opportunity to submit testimony via a written statement within seven (7) business days following the hearing. Additionally, the Arbitrator, at their discretion, may allow the sanctioned Party to appear and respond to specific questions as deemed necessary to maintain fairness. The Arbitrator's decisions regarding the scope, severity, and nature of sanctions are final, binding, and intended to preserve the equitable administration of the Arbitration.

12. Interim and Injunctive Relief

- a. At any time prior to the issuance of a final award, the Arbitrator possesses full authority to issue interim orders deemed necessary to preserve the status quo, prevent irreparable harm, or protect the rights of any Party pending the final resolution of the dispute. Such interim relief may include, but is not limited to, temporary restraining orders, preliminary injunctions, asset preservation orders, or any other provisional measures within the scope of the Arbitrator's authority.
- b. Upon or prior to the initiation of Arbitration, either Party may submit a formal request for emergency injunctive relief via the Clearwell Virtual Portal (CVP). If an Arbitrator has not yet been appointed to the case, or if the request precedes the filing of a Demand, Clearwell ADR may appoint an Interim Arbitrator to address such urgent requests and, if applicable, oversee case progression as provided in Section 4. The Interim Arbitrator's authority includes ruling on emergency injunctive relief to prevent immediate harm or disruption and may extend to issuing an uncontested award under Section 7 if a Party fails to respond, pending the appointment of a permanent Arbitrator or as necessary to ensure an expedited process. The Interim Arbitrator's authority ceases upon the appointment of the Arbitrator under Section 9, at which point all prior rulings remain in effect unless modified by the appointed Arbitrator.
- c. Any interim relief awarded by the Arbitrator may be enforceable in accordance with applicable law, including by seeking judicial enforcement in a court of competent jurisdiction, or other available legal recourse. The Parties expressly agree to comply with and honor any interim measures granted, and they waive objections to enforcement of such relief on grounds of jurisdiction or venue.
- d. When there is a reasonable risk of dissipation or damage to assets relevant to the Parties' dispute, a Party may petition any court of competent jurisdiction to appoint a receiver to take control of and manage the assets during the pendency of the Arbitration.

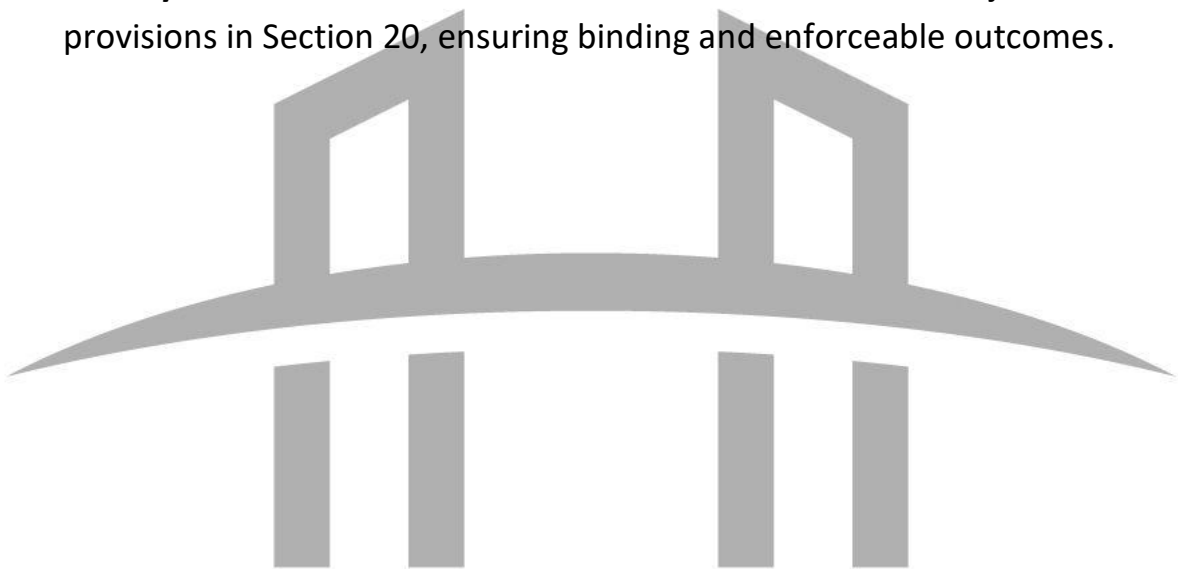
14. Discovery Proceedings

- a. Discovery in Clearwell ADR proceedings balances thorough fact-finding with efficiency, allowed in exceptional circumstances and solely upon Arbitrator approval. Requests must be submitted via a formal motion through the CVP, detailing the discovery's relevance and necessity. The Arbitrator evaluates requests based on whether the discovery is material to the outcome of the dispute—i.e., likely to significantly affect the resolution of a claim or defense—and necessary to ensure a fair hearing, while avoiding undue delay or burden. For example, approval may be granted for production of a key contract draft central to a breach claim, but denied for speculative requests unrelated to dispositive issues.
- b. The Arbitrator may impose reasonable deadlines for discovery submissions, responses, and any necessary motions related to discovery disputes. Failure to comply with discovery orders or deadlines may result in sanctions, adverse inferences, or other remedial actions as deemed appropriate by the Arbitrator. The Arbitrator's decisions regarding the scope and timing of discovery are final and binding, ensuring that the Arbitration proceeds without undue delay or complication.

15. Evidence and Examination

- a. The Parties may present relevant evidence, subject to the Arbitrator's discretion over admissibility, relevance, and materiality, guided by fairness and efficiency, not formal evidence rules.
- b. **Submission of Evidence:** All evidence for Demands or Answers must be uploaded to the CVP per Section 8(a) by the time of Arbitrator selection under Section 9. Initial evidence submissions are limited to 10 documents or 25 MB per Party as a procedural deadline, while Section 8(a) governs the technical submission caps for all filings. If rejected per Section 8 and not corrected within 3 days, the Arbitrator may exclude it or allow late submission for good cause.
- c. **Sharing and Supplemental Evidence:** Evidence will be made accessible to both Parties post-Respondent registration and fee payment (Section 4). Supplemental evidence, if requested by the Arbitrator (subsection g), is limited to 5 documents or 15 MB, due within 5 business days, unless approved for good cause.
- d. **Witnesses:** Witnesses may testify remotely with prior notice, Arbitrator approval and coordination. Testimony occurs in all Parties' virtual presence unless a Party fails to participate, waives participation, or is sanctioned.
- e. **Limits:** The Arbitrator may limit testimony time, exclude redundant evidence, or accept written statements if live testimony is impractical.
- f. **Presentation:** Parties may present relevant facts, with the Arbitrator determining value and credibility, unbound by formal procedural rules.
- g. **Additional Evidence:** The Arbitrator may request supplemental evidence (5 documents/15 MB) if initial submissions are insufficient, extendable for fairness.
- h. **Authority:** The Arbitrator's procedural and evidentiary decisions are governed by Section 2
- i. **Motion Practice.** Formal motions are permitted only in exceptional circumstances impacting resolution, with permission requested via CVP. Routine procedural motions will be denied, and Parties must show necessity beyond standard processes.

- j. **Preliminary and Dispositive Motions:** Significant issues affecting the dispute's scope or resolution must be raised promptly via CVP messaging or final argument, with the Arbitrator discretion to resolve them as preliminary matters.
- k. **Discovery Motions:** Discovery disputes must be raised via CVP during the discovery process, addressed at the hearing's outset if unresolved, and incorporated into initial briefing as needed.
- l. **All Other Motions:** For motions not covered above, where formal motion practice is allowed, they must be presented before or at the hearing's start. The hearing proceeds immediately after determination unless the Arbitrator pauses and reschedules to address fully, at their discretion.
- m. **Finality of Decisions:** All decisions under this section are subject to the finality provisions in Section 20, ensuring binding and enforceable outcomes.



16. Stenographic Records

- a. Any Party wishing to obtain a stenographic record of the hearing must arrange for stenographic services in advance and shall bear all associated costs, including fees for the stenographer, transcription, and any related expenses. The Party requesting the stenographic record is responsible for ensuring the accuracy, completeness, and timely availability of the transcript.
- b. If the transcript is designated as the official record of the hearing by the Arbitrator, the requesting Party must provide a complete and certified copy of the transcript to the Arbitrator and make it available for inspection by all other Parties involved in the Arbitration. Access to the official transcript shall be governed by any confidentiality agreements or protective orders in place to maintain the privacy of sensitive information disclosed during the hearing.
- c. The Arbitrator retains discretion to allocate costs associated with the stenographic record as part of the final award, including reimbursement to the requesting Party if deemed equitable. Any disputes regarding the accuracy or completeness of the stenographic record shall be resolved by the Arbitrator, whose determinations shall be final and binding.

17. Hearing Date, Time, and Format

- a. All Clearwell ADR arbitration hearings are conducted exclusively via virtual platforms, primarily using Zoom or an alternative virtual platform agreed upon by the Parties and approved by the appointed Arbitrator.
- b. The Arbitrator retains the authority to set the hearing date(s), time(s), and virtual hearing venue (if any), ensuring alignment with the Arbitration's procedural schedule and fairness to all Parties. Clearwell ADR will provide notice to the Parties, specifying the hearing arrangements, login details, and any relevant instructions to facilitate participation in the virtual hearing format.
- c. If necessary to accommodate complex case matters, multiple hearing sessions may be scheduled, and sessions will proceed consecutively until the Arbitration is concluded, unless otherwise directed by the Arbitrator. For the purposes of legal venue, all hearings are deemed to occur at Clearwell ADR's principal office, regardless of the virtual setting, unless the Parties have explicitly agreed otherwise within their arbitration agreement.
- d. The Parties must maintain access to reliable internet and appropriate technology for participation in any virtual hearings. Failure to attend or prepare for the virtual hearing may result in procedural sanctions or adverse inferences, as deemed appropriate by the Arbitrator.
- e. All exhibits that may be offered in evidence (except those exclusively for impeachment) must be pre-marked and electronically delivered to all Parties and the Arbitrator in advance of the hearing date.
- f. At the close of a hearing, the Arbitrator may allow each Party a brief Final Argument, either orally or in writing, at the Arbitrator's discretion.

18. Amendments to Demands and Answers

- a. **Pre-Arbitrator:** Parties may amend their Demand or Answer before Arbitrator appointment, submitted via CVP per Section 8. The opposing Party has 7 days to respond.
- b. **Post-Arbitrator:** Each Amendment after Arbitrator appointment requires good cause and Arbitrator approval, ensuring no material change or delay and the Amending Party will be subject to applicable fees per Schedule of Fees (Section 4). Amendments by the Respondent may not introduce counterclaims or independent claims for relief; all such matters must be framed as Affirmative Defenses per Section 6(b). The opposing Party has 7 days to respond.
- c. **Scheduling Impact:** Approved Amendments adhere to the original timeline unless the Arbitrator grants an extension.
- d. **Enforcement:** Clearwell ADR and the Arbitrator enforce compliance to maintain efficiency and fairness.

19. Extensions of Time

- a. Other than in the context of an amended filing as described in Section 18, all procedural timelines may be extended only by mutual agreement of the Parties or upon a motion to Clearwell ADR, which must be accompanied by the applicable filing fee as outlined in the Schedule of Fees. The Arbitrator retains discretionary authority to grant extensions based on good cause shown, such as unforeseen Acts of God (e.g., natural disasters like hurricanes or earthquakes), serious illness or incapacity of a Party or key witness, unavoidable technical failures (e.g., prolonged CVP outages), or other extraordinary circumstances beyond a Party's control that materially impair compliance with deadlines. Routine delays, lack of diligence, or strategic maneuvering do not constitute good cause. Extensions shall maintain the efficiency and integrity of the Arbitration process.
- b. The Arbitrator, in their sole discretion, may impose conditions on the granting of any extensions, including setting firm deadlines for subsequent stages. Decisions regarding extensions are final and binding, ensuring that extensions support fair and efficient resolution without undue delay.

20. Finality and Judicial Proceedings

- a. All decisions under these Rules, including administrative rulings by Clearwell ADR and awards by the Arbitrator, are final and binding per Section 2, enforceable by the Parties in any court of competent jurisdiction. Parties waive appeal rights except as permitted by law.
- b. **Immunity:** PARTIES INDEMNIFY CLEARWELL ADR, ITS ARBITRATORS, OFFICERS, MEMBERS, AND EMPLOYEES FROM LIABILITY ARISING FROM ARBITRATION TO THE FULLEST EXTENT PERMITTED BY LAW. CLEARWELL ADR IS NOT A PARTY TO ENFORCEMENT PROCEEDINGS AND SHALL NOT BE SUBPOENAED OR REQUIRED TO PRODUCE DOCUMENTS.
- c. **Legal Conflicts:** If any Rule conflicts with applicable law, the law governs that provision, with unaffected Rules remaining enforceable.



21. Awards

- a. The Arbitrator shall issue a final award promptly following the close of the Arbitration proceedings. The Arbitrator shall render all decisions in writing which shall be signed by the Arbitrator (electronically or otherwise). Each award will state the relief granted and may detail the findings of fact and conclusions of law as relevant to the resolution of the dispute. No award shall be released by Clearwell ADR until all Arbitration fees and costs have been fully paid by the Parties responsible in accordance with the Schedule of Fees and the terms outlined in the Parties' arbitration agreement.
- b. **Non-Substantive Administrative Review:** Prior to releasing the award, Clearwell ADR may conduct a non-substantive review to identify clerical errors, such as typographical mistakes, incorrect dates, mathematical miscalculations, or inconsistencies in party names or case numbers. This review shall not extend to the substantive findings, legal conclusions, or relief granted by the Arbitrator. Any issues identified shall be flagged and referred to the Arbitrator for confirmation or correction. **THE ARBITRATOR SHALL RETAIN SOLE AUTHORITY TO APPROVE OR REJECT SUGGESTED CORRECTIONS, AND CLEARWELL ADR SHALL NOT MODIFY THE AWARD.** The review process shall be completed promptly to adhere to the timelines in Section 14, unless an extension is granted by the Arbitrator.
- c. The Arbitrator's award may encompass both monetary and equitable relief as permitted by applicable law and within the bounds specified in the Parties' arbitration agreement, unless explicitly restricted by the agreement's terms. Types of relief awarded may include compensatory damages, specific performance, injunctive relief, restitution, and any other remedy deemed just and appropriate under the circumstances that is permissible under applicable law.
- d. All awards rendered are final, binding, and enforceable under the Federal Arbitration Act or applicable state arbitration laws. The Parties expressly waive the right to appeal or seek review of the award in any forum, except as provided by law for instances of fraud, misconduct, or evident partiality on the part of the Arbitrator. Clearwell ADR and the Arbitrator retain no responsibility for post-

award enforcement but will, upon request, provide certified copies of the award for judicial enforcement purposes.

- e. **Award by Consent (Consent Award)** Parties may settle their dispute and request that the Arbitrator issue a Consent Award, incorporating the agreed-upon terms, which shall be registered as a binding award per Section 21(d). The Consent Award process is initiated by either Party through the Clearwell Virtual Portal (CVP) and requires submission of two signed documents, as detailed below. No additional filing fee applies; costs are covered by the Interim Arbitrator Assignment Fee or hearing fees per Section 4.

i. **Submission Requirements:**

1. **Signed Settlement Agreement:** A fully executed agreement between the Parties detailing the terms of the settlement, including any monetary or equitable relief.
2. **Consent Verification Statement:** A signed statement from both Parties affirming that the settlement was reached voluntarily, without fraud, coercion, or misconduct, and that the Parties understand the binding nature of the Consent Award. The statement shall include Respondent details (per Section 3(b)) and, for unregistered Respondents, confirmation of arbitration notification (per Section 3(d)).
3. **Fee Prerequisites:** A Consent Award may only be issued if the Filing Fee and Interim Arbitrator Assignment Fee have been paid. For unregistered Respondents, the paid Interim Arbitrator Assignment Fee covers Arbitrator and administrative costs. For registered Respondents, costs are covered by hearing fees, with potential refunds per subsection (iii).

ii. **Process and Arbitrator Review**

1. Either Party may initiate the Consent Award process by submitting the Signed Settlement Agreement and Consent Verification Statement via CVP, jointly or Claimant-led (for

unregistered Respondents). Clearwell ADR verifies the submission for completeness and compliance with the Rules.

2. The Arbitrator reviews the submitted documents to ensure the settlement terms are consistent with the arbitration agreement, compliant with applicable law and public policy, and free of fraud or misconduct. If approved, the Arbitrator issues the Consent Award, which is registered as a final, binding award per Section 21(d). If rejected, the Arbitrator notifies the Parties, specifying the reasons, and arbitration resumes per the original timeline (Section 5).
3. For unregistered Respondents, the Claimant must provide evidence of notification (per Section 3(d)) within the Consent Verification Statement, unless disputed by the Respondent, in which case arbitration resumes per Section 7.

iii. **Post-Registration and Case Management**

1. **Case Suspension:** Upon registration of the Consent Award, the arbitration case is suspended for a maximum of 60 calendar days. The case remains open to allow Parties to submit a Compliance Confirmation Form (confirming settlement fulfillment), a Non-Performance Request (seeking an enforcement order or resumed arbitration), or an Award Release Request (for court enforcement).
2. **Hearing Fee Refunds:** If hearing fees were paid (Section 4(f)), submission of the Consent Award paperwork establishes the effective date for refund eligibility, treated as a withdrawal per Section 4(l). Refunds are calculated based on the arbitration stage at submission.
3. **Case Closure:** If no action is taken within 60 calendar days, the case auto-terminates, and the Consent Award remains enforceable per Section 21(d). Any new engagement after

60 calendar days on the dispute requires filing a new Demand for Arbitration and payment of a new Interim Arbitrator Assignment Fee (Section 4(f)).

4. **Challenges:** Parties may challenge the Consent Award within 7 days of issuance via Consent Award Challenge Form for fraud, misconduct, or evident partiality, per Section 21(d). Challenges are submitted via CVP and resolved by the Arbitrator, whose decision is final per Section 20.

- f. **Correction or Clarification of Awards:** Within ten (10) days of receiving the final award, a Party may request, via the Clearwell Virtual Portal (CVP), that the Arbitrator correct clerical, typographical, or computational errors, or clarify ambiguities in the award, provided the request does not seek to substantively alter the award's merits. The Arbitrator shall respond within ten (10) business days, and any corrected or clarified award remains subject to the finality provisions in Section 20.

22. Interpretation and Governance

- a. The Arbitrator is vested with the authority to interpret and apply these Rules as they pertain to the Arbitration process, including issues related to the Arbitrator's powers and duties. Any unresolved interpretative disputes directly affecting procedural administration shall be referred to Clearwell ADR, whose interpretation shall be subject to the finality provisions in Section 20.
- b. Clearwell ADR's authority to interpret and administer these Rules, as outlined in Section 2, governs all procedural and administrative functions, including filings, deadlines, and compliance requirements. Should any provision within these Rules conflict with applicable law, the provision of law shall govern that specific provision, without impacting the enforceability of other unaffected Rules, which shall remain fully binding.
- c. Clearwell ADR's decisions on procedural or interpretative questions are subject to the finality provisions in Section 20, ensuring consistent application of these Rules and procedural fairness throughout the Arbitration.

23. Data Retention and Destruction

- a. Clearwell ADR is committed to maintaining the confidentiality and security of all dispute-related information. In general, case-related materials will be purged from our systems within 90 days following the conclusion of a dispute, meaning the issuance of a final award or case closure. However, records may be retained for up to one (1) year beyond this period if necessary for compliance (e.g., audit requirements under applicable law), operational purposes (e.g., resolving post-award disputes like corrections under Section 21(d)), or legal obligations (e.g., responding to a court order). Any retention beyond 90 days shall not exceed one (1) year from the dispute's conclusion unless mandated by law, after which all materials will be securely destroyed.
- b. Parties are encouraged to retain copies of any materials they may need for future reference, as Clearwell ADR does not guarantee long-term storage of case files.