



Commercial Arbitration Rules & Procedures

Version: 260205.01

Clearwell ADR Commercial 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. Clearwell ADR administers the arbitration process only; each arbitration is conducted and decided independently by the appointed Arbitrator.
- 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. “Administrative Abandonment” means the administrative closure of an Arbitration by Clearwell ADR when the Claimant fails to complete a required procedural step under these Rules— including failure to make a hearing-type election, failure to pay required fees, or failure to cure a deficiency within the prescribed period. Administrative Abandonment results in termination of the Arbitration without prejudice, with no determination on the merits, and the Claimant may refile the Arbitration in accordance with Section 3. Administrative Abandonment is distinct from non-participation under Section 7, which applies only to Respondents.
- ii. “Affirmative Defense” means a legally recognized defense that, even assuming the allegations in the Demand are accepted as true, would defeat, reduce, or excuse the Respondent’s liability without seeking independent relief. Affirmative Defenses must be stated with specificity, supported by relevant documents at the time of the Answer, and must be capable of resolution within the Clearwell ADR process. Permitted Affirmative Defenses include only the following categories:
 1. Statute of Limitations: the claim is barred by the applicable limitations period.
 2. Payment or Partial Payment: the claimed amount has been paid in full or in part.
 3. Waiver: the Claimant knowingly and intentionally relinquished the right being asserted.
 4. Estoppel: the Claimant’s prior statements or conduct reasonably prevented the Respondent from acting differently.
 5. Prior Material Breach by Claimant: the Claimant’s breach of the agreement excuses the Respondent’s alleged non-performance.
 6. Release or Settlement: the claim is barred by a signed release or binding settlement agreement.
 7. Failure of Consideration: the Claimant did not provide the consideration required to enforce the obligation.

8. Lack of Standing (limited): the Claimant is not the proper party to assert the claim, where this defect is apparent from the face of the agreement or documents.

Affirmative Defenses do not include defenses that seek independent relief, counterclaims, generalized equitable arguments (including, without limitation, unclean hands or comparative fault), or defenses requiring extensive factual development beyond the standard Clearwell ADR process. Unsupported, vague, or non-permitted Affirmative Defenses may be disregarded by the Arbitrator.

- iii. “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.
- iv. “Arbitration” means an arbitration proceeding commenced before Clearwell ADR pursuant to these Rules.
- v. “Arbitrator” means the Arbitrator appointed by Clearwell ADR pursuant to these Rules. (See below for definition of “Interim Arbitrator” which is a procedural only assignment.)
- vi. “Claimant” is the Party that commences the Arbitration.
- vii. “Clearwell Virtual Portal (CVP)” means Clearwell ADR’s web portal (clearwelladr.com) to which all Arbitration filings must be submitted.
- viii. “Commencement Date” means the date on which Clearwell ADR receives (1) a Demand for Arbitration and (2) the required Filing Fee. The arbitration is deemed to commence on this date for administrative purposes only.
- ix. “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. The subject line of the Commencement Notice may be styled as “Notice & Demand for Arbitration” for clarity and emphasis.
- x. “CVP Registration Deadline” means the deadline set by Clearwell ADR in the Commencement Notice by which the Respondent must complete

registration in the Clearwell Virtual Platform (CVP). Failure to register by the CVP Registration Deadline constitutes a procedural deficiency under Section 6 and may result in the Respondent being deemed non-participating under Section 7 if not cured within the prescribed period.

- xi. “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.
- xii. “Evidence-Only Hearing” means the default arbitration procedure conducted solely on documentary evidence without live testimony or oral argument, as described in Section 4.
- xiii. “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.
- xiv. “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.
- xv. “Initial Answer” means the preliminary written submission filed by the Respondent, containing the case number, case name, elected hearing type together with the requisite Answer fee and applicable Hearing fee, to fulfill the response deadline and initiate administrative onboarding by Clearwell ADR.
- xvi. “Interim Arbitrator” or (Administrative Arbitrator) means the Arbitrator appointed by Clearwell ADR at the Commencement Date to exercise limited authority over the Arbitration until the hearing type is finalized under Section 6(f). The Interim Arbitrator’s authority includes rulings related to Initial Answer deficiencies, non-participation determinations, uncontested-award review under Section 7, consent-award review under Section 21, and any urgent procedural or administrative issues necessary to advance the Arbitration. The Interim Arbitrator’s authority automatically ends upon appointment of the Permanent Arbitrator pursuant to Section 9. The Interim Arbitrator shall not decide substantive

motions or determine the merits of any contested claim or defense, except as required for issuance of an uncontested award under Section 7 or review of a consent award under Section 21.

- xvii. “Notification Date” means the date on which Clearwell ADR issues the Commencement Notice to the Respondent pursuant to Section 3. All response deadlines and statutory time periods applicable to the Respondent run from the Notification Date.
- xviii. Clarification of Timeline Triggers: For the avoidance of doubt, the Commencement Date and the Notification Date are distinct procedural triggers under these Rules. The Commencement Date is the date on which Clearwell ADR receives both (1) a Demand for Arbitration and (2) the required Filing Fee, and it governs administrative initiation, assignment of the Interim Arbitrator, and application of the Rules in effect. The Notification Date is the date on which Clearwell ADR issues the Commencement Notice to the Respondent, and it governs all Respondent response deadlines, statutory minimum periods, hearing-type elections, and all subsequent Answer-related timelines. No Respondent deadline runs from the Commencement Date.
- xix. “Party” or “Parties” means a Party to an Arbitration.
- xx. “Permanent Arbitrator” means the Arbitrator appointed after finalization of the hearing type under Section 6(f) in accordance with Section 9. The Permanent Arbitrator assumes full authority over all remaining aspects of the Arbitration, including evidentiary management, motions, scheduling, hearings, and issuance of the final Award. Upon this appointment, all authority previously held by the Interim Arbitrator terminates automatically.
- xxi. “Respondent” is the Party against whom a Claimant’s Arbitration claim commenced.
- xxii. “Schedule of Fees” means the schedule of Clearwell ADR fees in Section 4 of the Rules.

- xxiii. “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.
- f. For interpretive consistency across these Rules, all administrative functions governed by the Commencement Date (Sections 1 and 3) and all Respondent-related deadlines governed by the Notification Date (Sections 3 and 6) shall be applied strictly according to their respective definitions. No Party deadline may run from the Commencement Date, and no administrative or Rule-selection function may run from the Notification Date.

2. Role and Authority of Clearwell ADR

- a. By agreeing to Arbitration before Clearwell ADR, the Parties acknowledge that Clearwell ADR functions solely as a neutral administrative forum that provides technology, scheduling, and case-management support for proceedings conducted under these Rules.
- b. Clearwell ADR's role is limited to:
 - i. receiving and recording filings;
 - ii. verifying payment or approved waiver of required fees;
 - iii. assigning or facilitating the appointment of Arbitrators as described in Section 9;
 - iv. issuing procedural notices and maintaining the official case record; and
 - v. ensuring compliance with these Rules only as to form, timing, and procedure.
- c. Clearwell ADR does not decide, interpret, or influence any substantive, legal, or factual issue in dispute; all such authority rests exclusively with the appointed Arbitrator(s). Clearwell ADR's review of any Demand, Answer, or submission is purely administrative in nature. Determinations as to the legal sufficiency of filings, the validity or enforceability of arbitration agreements, or any issue of jurisdiction, law, or fact are reserved exclusively to the Arbitrator(s), who exercise full and independent decision-making authority regarding the merits, remedies, and interpretation of law or contract.
- d. Administrative communications, clerical rulings, and scheduling determinations issued by Clearwell ADR are final for administrative purposes only and carry no substantive or precedential effect.

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 performs a limited administrative review to confirm that all required forms are complete, that the filing fee has been paid or a waiver approved, and that valid contact information for service on the Respondent is provided. This review is procedural only and does not involve any evaluation of the merits of the Demand. Upon payment of the Claimant's Filing Fee, Clearwell ADR assigns an Interim (Administrative) Arbitrator to oversee procedural readiness and emergency matters
- 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. 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 and Notification Date:** 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

‘Notification Date’). 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 Notification 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 of the Notification Date as per Section 6, including the case number, case name, hearing type, 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 (clearwellard.com) and (caseanywhere.com) domains on an email whitelist to ensure receipt, and failure to do so does not excuse non-compliance with procedural deadlines.

Clarification of Timeline Controls: For clarity and to ensure consistent application of these Rules, all Respondent-related deadlines—including the time to file an Initial Answer, any statutory minimum response period, the deadline to submit a Full Answer, and all hearing-type election deadlines—run exclusively from the Notification Date, not the Commencement Date. The Commencement Date governs only administrative initiation, assignment of the Interim Arbitrator, and determination of which version of the Rules applies to the Arbitration.

- 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. **Jurisdictional Limitations and Administrative Declination:** Clearwell ADR administers arbitrations only within the scope of its procedural framework and subject-matter capabilities. If, upon administrative review, Clearwell ADR determines that a submitted dispute falls outside the types of matters it can administer—whether due to statutory restrictions, subject-matter limitations, or

procedural incompatibility—Clearwell ADR may formally decline administration of the Arbitration. In such cases, Clearwell ADR shall provide written notice to the Parties, refund all Arbitration fees paid to Clearwell ADR, and close the matter without prejudice. The Parties remain free to pursue their dispute in any other forum of their choosing, and Clearwell ADR shall bear no further administrative responsibility with respect to the dispute.

f. **Clearwell ADR Schedule of Fees**

Filing Services	Fee
Demand (Filing) - (includes Interim / Administrative Arbitrator assignment)	\$500
Answer (Response)	\$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 (Applies to amended submissions that materially modify claims, defenses, parties, or relief requested after the original filing (for example: claim amount changes, added defenses, or revised relief).	\$360 (Amending Party)
Standard Decision (Non-Reasoned)	Included (No additional charges)
Optional Services	Fee
Optional: Reasoned Decision	\$375/hour/Party
Optional: Extraordinary Arbitrator Time	TBD
Deficiency Processing Fee (per deficiency notice issued)	\$90
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 an award based exclusively on the documentary submissions of the Parties without convening a live proceeding.
- ii. **Full Virtual Hearing** is available as an enhanced procedure once the Respondent has submitted an Initial Answer and paid any applicable Full Virtual Hearing fee. The final hearing type is decided after Respondent participation through the bilateral election process set forth in Section 6(d). A Full Virtual Hearing is appropriate for more complex disputes requiring oral testimony, real-time advocacy, or more extensive evidentiary development.

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. Strike & Rank, where elected, shall be conducted pursuant to Section 9 and is available only after the hearing type is finalized under Section 6(f).

- h. **Clearwell ADR Override:** 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. If a hearing-type override is exercised, all fee payment deadlines, scheduling milestones, and refund eligibility benchmarks shall be recalculated from the date of issuance of the override notice.

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.
2. The Claimant's Filing Fee includes all administrative review and Interim Arbitrator assignment costs.

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. If the Claimant elects a Full Virtual Hearing pursuant to Section 6(d), the Respondent remains responsible for paying any additional Full Virtual Hearing fee owed in accordance with Section 6(f). Payment of the Answer (Response) Fee constitutes commencement of Respondent onboarding and administrative processing and is non-refundable once submitted.

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. Consent Award procedures for unregistered Respondents shall follow the notification provisions in Section 3(d) regarding Claimant-provided evidence of notification.

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 Oversight and Assignment:**
1. All newly filed cases are reviewed by an Interim Arbitrator from the time of filing for procedural completeness and readiness. This review occurs after formal assignment made at filing and does not involve any substantive evaluation. Assignment of the Interim Arbitrator occurs as of the Commencement Date pursuant to Sections 1 and 3.
 2. If the Respondent does not submit an Answer within the deadlines set forth in Section 6, the Interim (Administrative) Arbitrator assigned at filing conducts non-participation review and determines whether the case is eligible for an uncontested award under Section 7. The Interim Arbitrator remains assigned to the case unless a Permanent Arbitrator is appointed following hearing-type finalization under Section 6(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. The Demand (Filing) Fee is earned upon filing and commencement of administrative processing and is non-refundable once the Commencement Notice has been issued. The Answer (Response) Fee is earned upon submission of a Respondent's Initial Answer and commencement of Respondent onboarding and is non-refundable upon receipt, regardless of withdrawal, settlement, non-participation, or case outcome.
- 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.

- I. **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). Refund eligibility timelines under this Section run only after hearing type finalization pursuant to Section 6(f). For purposes of this Section, a hearing is deemed ‘scheduled’ only upon issuance by Clearwell ADR of a written notice confirming the hearing date and time via the Clearwell Virtual Portal (CVP).

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

Stage of Arbitration	Refund Policy
Withdrawal before Permanent Arbitrator Appointment.	75% refund of each Party’s Evidence-Only Hearing payment.
Withdrawal after Permanent 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.
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- iii. **Additional Notes:** Refunds apply only to hearing-specific fees and do not include the non-refundable Demand (Filing) Fee, or Answer (Response) 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 Process for Completion of Proceedings

- a. **Target Resolution Framework:** Clearwell ADR is committed to an efficient, structured arbitration process, with a target resolution timeframe of approximately one hundred (100) days from the Notification Date, subject to Party participation, hearing type, and Arbitrator discretion. The following timeline is illustrative and reflects the standard procedural sequence under these Rules.
- b. **Procedural Milestones**
 - i. **Filing of Demand for Arbitration (Days 1-3):** The Claimant submits a Demand for Arbitration and the required Filing Fee pursuant to Section 3. Upon receipt, Clearwell ADR assigns an Interim Arbitrator for procedural oversight.
 - ii. **Issuance of Commencement Notice / Notification Date (Days 1–3):** Clearwell ADR issues the Commencement Notice to the Respondent, establishing the Notification Date from which all Respondent deadlines run.
 - iii. **Respondent’s Initial Answer (By Day 15 from Notification Date):** The Respondent submits an Initial Answer within fifteen (15) days of the Notification Date, or any longer Statutory Minimum required by applicable law, pursuant to Section 6(a). (If Applicable)
 - iv. **Respondent Onboarding and Full Answer Deadline Trigger (Days 16–18):** Following submission of a compliant Initial Answer, Clearwell ADR completes administrative onboarding and issues a notice directing the Respondent to submit a Full Answer.
 - v. **Respondent’s Full Answer (Within 5 Business Days of Onboarding Notice):** The Respondent submits the Full Answer within five (5) business days after Clearwell ADR issues the onboarding notice, pursuant to Section 6(b). The Full Answer deadline does not begin to run unless and until onboarding is confirmed.
 - vi. **Claimant Reply to Affirmative Defenses (Within 5 Business Days of Full Answer):** If applicable, the Claimant submits a Reply addressing Affirmative

- Defenses within five (5) business days after receipt of the Full Answer, pursuant to Section 6(c).
- vii. **Hearing-Type Finalization and Arbitrator Appointment (Approximately Days 25–35):** Upon completion of Party elections and required payments under Section 6(d)–(f), the hearing type is finalized and a Permanent Arbitrator is appointed pursuant to Section 9.
 - viii. **Discovery and Final Submissions (Approximately Days 36–63):** Limited discovery and supplemental submissions, if permitted, occur pursuant to Sections 14 and 15.
 - ix. **Hearing Proceedings (Approximately Days 64–80):** The Evidence-Only Hearing or Full Virtual Hearing is conducted pursuant to Section 17, if applicable.
 - x. **Issuance of Final Award (Approximately Days 91–100):** The Arbitrator issues a final Award pursuant to Section 21.
- c. **Timeline Flexibility:** The Arbitrator may adjust procedural deadlines for good cause to ensure fairness and due process, subject to the limitations set forth in these Rules. Extensions shall not be granted routinely and shall not undermine the efficient resolution framework described herein.

6. Answers and Party Elections

- a. The Answer process consists of two required filings by the Respondent:
- (1) the Initial Answer, confirming participation and proposing a hearing type, and
 - (2) the Full Answer, containing all defenses, evidence, and witness information.
- All filings shall be submitted through the Clearwell Virtual Portal (“CVP”), and service of any Answer, Reply, or election is deemed complete upon posting to the CVP.

If the CVP is temporarily unavailable, the Arbitrator or Clearwell ADR may authorize filing by email to support@clearwelladr.com to prevent delay.

- b. **Initial Answer and Proposed Hearing Type:** The Respondent shall file the Initial Answer within fifteen (15) days of the Notification Date, or any longer statutory minimum required by applicable law (the “Statutory Minimum”). The Initial Answer shall:

1. Identify the case number and case name;
2. State whether the Respondent proposes an Evidence-Only Hearing or a Full Virtual Hearing; and
3. Include payment of the Answer Fee and the applicable hearing fee.

Upon submission, Clearwell ADR shall perform a limited administrative review confirming (1) fee receipt, (2) registration completion, and (3) document upload. This review is administrative only and does not evaluate the content of the Initial Answer.

Once verified, Clearwell ADR shall issue an automated notice directing the Respondent to submit the Full Answer within five (5) business days pursuant to subsection (b).

No Respondent deadline under this Section runs from the Commencement Date.

- c. **Full Answer Submission:** Within five (5) business days after Clearwell ADR issues the onboarding notice referenced in subsection (a), the Respondent shall submit the Full Answer. The Full Answer shall:

1. State all defenses, including any permissible Affirmative Defenses;

2. Include all documents, statements, and evidence on which the Respondent intends to rely; and

3. Identify any witnesses or third parties whose testimony may be relevant.

Failure to submit the Full Answer may limit the Respondent's ability to introduce additional evidence, subject to the Arbitrator's discretion.

If the Respondent fails to submit a Full Answer altogether, the Arbitration may proceed based on the Initial Answer and the available record and may be treated as partially uncontested under Section 7.

d. **Claimant Reply to Affirmative Defenses:** Within five (5) business days after the Respondent submits the Full Answer, the Claimant may file a Reply addressing any Affirmative Defenses. The Reply shall:

1. Admit, deny, or otherwise respond to each Affirmative Defense;
2. Include any rebuttal documents or evidence; and
3. Be limited to issues raised in the Full Answer.

Failure to file a Reply is not deemed an admission and does not prevent the Claimant from contesting any defense during the evidentiary process. Upon expiration of the Reply deadline, the pleadings are deemed closed unless the Arbitrator grants leave for amendment.

e. **Claimant Hearing-Type Election:** Within one (1) business day after Clearwell ADR issues written notice via the Clearwell Virtual Portal (CVP) confirming receipt of the Respondent's compliant Initial Answer, proposed hearing type, and required fee payment, Clearwell ADR shall notify the Claimant through the CVP.

Within five (5) business days of that notice, the Claimant shall:

- i. Accept the Respondent's proposed hearing type and pay the corresponding hearing fee; or
- ii. Reject the Respondent's proposal by electing a Full Virtual Hearing, and pay the applicable Full Virtual Hearing fee.

A Claimant may not elect an Evidence-Only Hearing when the Respondent has proposed a Full Virtual Hearing.

Failure to make a timely election and submit the required payment constitutes Administrative Abandonment, and the Arbitration shall be closed without prejudice.

- f. **Respondent Participation Following Claimant Election of a Full Virtual Hearing:** Within five (5) business days of Clearwell ADR's notice of the Claimant's election of a Full Virtual Hearing, the Respondent shall submit payment of any additional Full Virtual Hearing fee owed. Timely payment constitutes confirmation of participation. Failure to submit payment within this period constitutes non-participation under Section 7.
- g. **Finalization of Hearing Type:** Once all elections, deadlines, and required payment have been submitted under subsections (a)–(e) are completed, the hearing type is deemed final, subject only to Arbitrator override under Section 4(h). Clearwell ADR shall then issue a notice confirming completion of the Answer process and readiness for Interim Arbitrator review under Section 9.
- h. **Late or Incomplete Submissions:** Any Initial Answer, Full Answer, Reply, or hearing-type election submitted late, incomplete, or without the required fee is deficient. Upon identifying a deficiency, Clearwell ADR shall issue a deficiency notice through the CVP and provide a two (2) business-day cure period, unless otherwise required by law. The following rules apply:
1. Initial Answer: Failure to cure results in Respondent being treated as non-participating under Section 7.
 2. Full Answer: Failure to cure permits the Arbitration to proceed on the Initial Answer and available record only. The Arbitrator may limit additional evidence.
 3. Claimant Reply: Failure to cure results in the Reply being disregarded without adverse inference.
 4. Hearing-Type Elections:
 - a. Claimant failure → Administrative Abandonment under subsection (d).
 - b. Respondent failure → non-participation under subsection (e).

5. **Untimely Evidence or Missing Documents:** The Arbitrator may exclude such evidence unless good cause is shown.
6. If a deficiency notice is issued, Clearwell ADR may assess the Deficiency Processing Fee to the submitting party with the deficiency. The fee is assessed, per the Schedule of Fees, once per deficient submission and is administrative, not a sanction.

A deficiency is cured only when all required materials and payments are submitted through the CVP. For the avoidance of doubt, issuance of a deficiency notice does not constitute non-participation and shall not result in non-participation unless the applicable response deadline, including any statutory minimum period and any cure period, has expired without cure. Repeated deficiencies may result in sanctions under Section 11.

- i. **Amendments to Pleadings:** The Respondent or Claimant may amend their submissions only with leave of the Arbitrator or written consent of the opposing Party. The Arbitrator may condition amendment on a showing of good cause, absence of prejudice, and compliance with scheduling requirements. Amendments shall not reopen closed pleading periods unless expressly authorized.
- j. **Communications Regarding the Answer Process:** All Answer-related communications shall occur through the CVP. If technical issues prevent timely filing, the Arbitrator or Clearwell ADR may authorize temporary filing by email to ensure the Arbitration proceeds without delay.
- k. **Timeline Alignment:** All deadlines under this Section run exclusively from the Notification Date as defined in Section 1 and operationalized in Section 3(d). No deadline in this Section runs from the Commencement Date.

7. Uncontested Awards

- a. **Definition of Non-Participation:** A Respondent is deemed non-participating when it fails to file a timely and compliant Initial Answer within fifteen (15) days of the Notification Date, or any longer Statutory Minimum, and fails to cure the deficiency within the two (2) business-day cure period provided in Section 6(h). A Respondent is also deemed non-participating when it fails to confirm a required hearing-type election or pay required hearing fees under Section 6(f) after expiration of the applicable cure period.
- b. **Effect of Non-Participation:** Non-participation does not delay the Arbitration. Upon determining that a Respondent is non-participating, the Interim Arbitrator shall proceed with an uncontested-award review based on the Claimant's Demand, supporting evidence, and any supplemental materials permitted under these Rules. The Interim Arbitrator may deem factual allegations in the Demand admitted to the extent supported by the evidence and consistent with applicable law.
- c. **Failure to File a Full Answer:** Failure to submit a Full Answer under Section 6(b), standing alone, does not constitute non-participation if a timely Initial Answer was filed and cured. In such cases, the Arbitration proceeds based on the Initial Answer and available record, and the Arbitrator may limit the Respondent's ability to introduce additional evidence under Section 6(g)(ii).
- d. **Automatic Advancement to Uncontested Review:** No motion or request is required to initiate the uncontested-award process. Clearwell ADR shall automatically advance the matter to uncontested review upon expiration of the deadlines in Section 6. The Interim Arbitrator shall determine whether the submissions support issuance of an uncontested award, whether limited supplemental evidence is appropriate, or whether requested relief must be denied as inconsistent with applicable law or the arbitration agreement.
- e. **Finality and Enforcement:** The uncontested award shall be final and binding and may include monetary damages, equitable relief, or other remedies permitted by law and the arbitration agreement. Uncontested awards are enforceable in any court of competent jurisdiction under the Federal Arbitration Act or applicable state arbitration law.

- f. **Administrative Processing Fees:** Clearwell ADR may apply administrative processing fees associated with non-participation, subject to allocation by the Arbitrator in the uncontested award.

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. These limits apply separately to each Party's initial filing (Demand for Arbitration and Answer, respectively), and do not aggregate across pleadings. 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. Prior to formal appointment, all cases undergo preliminary review by an Interim Arbitrator to ensure procedural readiness and compliance. This review occurs automatically and does not constitute a substantive decision or assignment.
- d. **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, Strike & Rank may be elected only after the hearing type is finalized pursuant to Section 6(f). If neither Party requests Strike & Rank after hearing-type finalization, Clearwell ADR's appointment shall be final, subject to conflict disclosures under subsection (b).
- e. **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).

- f. **Authority:** Arbitrator appointments, whether by default or Strike & Rank, are governed by Section 2. Clearwell ADR shall facilitate administrative processing of objections, which are decided by the Arbitrator pursuant to these Rules.

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. Upon appointment of the Permanent Arbitrator, all authority of the Interim Arbitrator terminates automatically. The Permanent Arbitrator shall thereafter exercise exclusive authority over all substantive, evidentiary, and procedural matters, except for administrative functions expressly reserved to Clearwell ADR.
- b. 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.
- c. Procedural Review and Emergency Oversight:
 - i. **Procedural Review:** From the time of filing and upon payment of the Claimant's Filing Fee, all new cases are assigned to an Interim (Administrative) Arbitrator for procedural review to confirm completeness, compliance, and readiness for service and later Permanent Arbitrator appointment. This review is administrative only and does not constitute any substantive evaluation of claims or defenses.
 - ii. **Emergency and Injunctive Relief:** The Interim Arbitrator may address emergency or injunctive requests submitted at or after filing, issuing orders as necessary to prevent immediate harm or disruption pending the appointment of the Permanent Arbitrator. The Interim Arbitrator's authority in this capacity is limited to procedural and emergency matters.
 - iii. **Continuity and Uncontested Cases:** The Interim Arbitrator remains assigned to the case unless and until a Permanent Arbitrator is appointed following hearing-type finalization under Section 6(f) and may oversee any uncontested-award review under Section 7. The same individual may continue as the Permanent Arbitrator for efficiency and continuity, subject to the conflict-of-interest requirements in Section 9.

- d. 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.
- e. 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 Awards:** All awards 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 filed for consideration by the Arbitrator, 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, administrative rulings by Clearwell ADR are final for procedural purposes only, and awards by the Arbitrator are final and binding on the Parties 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 awards 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. Clearwell ADR does not review, evaluate, or adjudicate allegations of arbitrator misconduct, evident partiality, or excess of authority, all of which are reserved exclusively for judicial review as provided by applicable law.
- 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), consistent with the definition of Notification Date in Section 1 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.
- g. **Administrative Disclaimer:** Clearwell ADR acts solely as a neutral case-administration forum. It does not review pleadings for legal sufficiency, make findings of fact or law, or influence any Arbitrator's decision. All substantive determinations are made exclusively by the appointed Arbitrator(s).

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. Administrative determinations issued by Clearwell ADR are final only for procedural purposes and have no bearing on the merits of any claim or defense. All substantive findings, rulings, and awards are issued exclusively by the appointed Arbitrator(s) and are final and binding on the Parties, subject only to the limited grounds for vacatur or modification provided under applicable arbitration law (e.g., fraud, misconduct, evident partiality, or manifest disregard of the law).

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.