



Rules & Procedures

Effective September 1, 2022

TABLE OF CONTENTS

About the National Arbitration Association (NAA)	3
Standard Arbitration Clauses	3
Fee Schedule	4
Per-Party Consumer (B2C / C2C) Fees	4
Per-Party Commercial (B2B / Employment) Fees	4
Payment of Fees	4
Rules and Procedures	5
General Arbitration Rules	5
1. Applicability of Rules	5
2. Amendment and Modification of Rules	5
3. Place of Arbitration	5
4. Neutral and Independent Arbitrators	5
5. Electronic Service	6
6. NAA's Authority to Administer Arbitration	6
Initiating Arbitration	6
7. Invoking the Arbitration Clause	6
8. Post-Dispute Agreements to Arbitrate	7
9. Objections to Arbitrability	8
10. Amendments and Notice of Claims, Counterclaims, Remedies, and Defenses	8
11. Assignment of the Arbitrator	8
Preparing for Arbitration	8
12. Procedural Deadlines	8
13. Limited Exchange of Information	9
The Arbitral Proceeding	9
14. Document-only Arbitration	9
15. Settlement Prior to Service of Award	10
16. Violation of Rules and Procedures	10
17. Default	11
Award	11
18. Service of the Award	11
19. Payment Pursuant to the Award	12
20. Failure to Pay	12
21. Enforcement of the Award	12
Miscellaneous	13
22. Waiver	13
23. Confidentiality and Privacy	13
24. Disqualification of the Arbitrator and the NAA as a Witness or Party and Exclusion of Liability	13
25. Amendment and Modification of Rules	15
26. Severability	15

About the National Arbitration Association

The National Arbitration Association (NAA) hears cases brought by individuals and entities throughout the United States and is granted the authority to issue legally binding awards by state and local law, the Uniform Arbitration Act (UAA), Revised Uniform Arbitration Act (RUAA), and the the Federal Arbitration Act (FAA). If necessary, these awards can be entered as enforceable judgments by order of any court with jurisdiction - without the need for lengthy court hearings revisiting the facts of the case previously arbitrated. If a party to an arbitration agreement initiates litigation instead of filing a Demand for Arbitration with NAA, then the other party may ask the court to send the dispute to NAA.

The National Arbitration Association primarily hears disputes involving small to mid-size monetary claims. Historically, arbitration for smaller value claims has been cost-prohibitive, making it particularly challenging for parties who seek resolution of disputes under \$100,000. When retaining the services of other popular alternative dispute resolutions organizations, the costs involved in small to mid-size claims can often exceed the amount of the claim itself.

NAA provides the administrative infrastructure and provider network for small and mid-sized claims to be decided before a single arbitrator for a smaller standardized fee, with the delivery of a simple award. In part, this addresses the need to contain costs and provides operational efficiency, as a commonly appointed panel of three arbitrators generally triples the cost of the arbitration, while necessary only in certain high complexity cases. The NAA methodology also serves to expedite resolution of claims within two to three months. Claims often take many months to years under the traditional model, presenting additional challenges for SMEs and consumers with less tolerance and financial wherewithal for prolonged proceedings.

A primary objective of the NAA is to publish its rules and procedures in layman's terms. Arbitrator who have specific industry knowledge and expertise are favored over arbitrators whose experience is limited to the courts of law, and presiding arbitrators are consequently encouraged to apply common sense and equity when deciding a matter. Due to its less formal process, accelerated speed, and cost savings compared to a courtroom trial, the NAA strives to elevate arbitration as the preferred method of commercial, consumer, and employment dispute resolution

Standard Arbitration Clauses

If you would like to include a NAA arbitration clause in your contract, please visit our website www.NatArb.org/clause for sample language.

Fee Schedule

NAA charges both parties to an arbitration a fee based on the type of dispute and amount of money involved in a dispute. One party may elect to pay some or all of the other party's fees when invoking an arbitration clause, unless the non-paying party objects. In other cases, a third party to the dispute may pay our fees.

Per-Party Consumer (B2C / Private Parties) Fees

The filing fee for all consumer arbitrations shall be as follows:

- If the dispute is for a sum less than \$25,000.00, the filing fee shall be \$100.00 per party;
- If the dispute is for a sum equal to or greater than \$25,000.00, the filing fee shall be \$200.00 per party.

The arbitrator compensation for all consumer arbitrations shall be as follows:

- If the dispute is for a sum less than \$25,000.00, the arbitrator fee shall be \$200.00 per party;
- If the dispute is for a sum equal to or greater than \$25,000.00, the arbitrator fee shall be \$400.00 per party.

NAA will waive the administrative fee for any party who is an indigent consumer, as defined by the arbitral jurisdiction determined by the contract's Arbitration Clause.

If you think you may qualify for an administrative fee waiver, please notify NAA at the time of payment at help@NatArb.org. NAA will then ask you to declare under oath the amount of your monthly income and the number of persons living in your household. If NAA determines that you qualify as an indigent consumer, you will be required to pay only the arbitrator fee. If, however, NAA determines that you do not qualify, you will be required to pay the administrative and arbitrator fee.

Per-Party Commercial (B2B / Employment) Fees

The filing fee for all commercial arbitrations shall be as follows:

- If the dispute is for a sum less than \$25,000.00, the filing fee shall be \$150.00 per party;
- If the dispute is for a sum equal to or greater than \$25,000.00, the filing fee shall be \$250.00 per party.

The arbitrator compensation for all commercial arbitrations shall be as follows:

- If the dispute is for a sum less than \$25,000.00, the arbitrator fee shall be \$300.00 per party;
- If the dispute is for a sum equal to or greater than \$25,000.00, the arbitrator fee shall be \$500.00 per party.

Payment of Fees

Both the administrative fees and the arbitrator's compensation are collected by NAA prior to the commencement of the arbitral proceedings. Failure by any party to pre-pay these or any other fees will constitute a failure to proceed pursuant to Rule 16 and may result in the entry of a default award pursuant to Rule 17 or postponement or cancellation of the arbitration, at the discretion of the arbitration administrator.

RULES AND PROCEDURES

General Arbitration Rules

1. Applicability of Rules

The parties to a dispute shall be deemed to have made these Arbitration Rules & Procedures (hereafter "Rules") a part of their arbitration agreement and shall be legally bound to comply with these Rules whenever they have initiated arbitration by National Arbitration Association, Inc. (hereafter "NAA"). These Rules and any amendments or modifications thereof shall apply in the form existing at the time arbitration is initiated, and shall be considered in conjunction with, and not in lieu of, any applicable statutory arbitration provisions. Notwithstanding the foregoing, any procedure, rule of decision, or other arbitration clause specifically agreed to by the parties in their arbitration agreement shall govern over and supersede any contrary provision of these NAA rules, except those Rules that pertain to discretionary NAA, arbitration administrator, and arbitrator authority, which supersede all prior stipulations specifically agreed to by the parties in their arbitration agreement and the Rules outlined herein.

2. Amendment and Modification of Rules

- 2.1 NAA may amend these Rules at any time. The version of these Rules in effect at the time a party initiates arbitration, as provided in Rules 7 and 8, shall govern.
- 2.2 The arbitrator also has broad discretion to vary these rules and procedures to ensure a fair, efficient process. Any lawful order issued to a party or parties by NAA, an arbitration administrator, or an arbitrator prior, during, or after arbitration proceedings supersedes the rules and/or deadlines outlined herein. Any matter not specifically addressed by these Rules, or any conflict or ambiguity in these Rules, will be decided by the arbitration administrator, at his or her sole discretion. The arbitration administrator, at his or her sole discretion, has authority to prepare forms, resolve procedural disputes, impose time limits on the parties, and otherwise require a party to take action or refrain from taking action.

3. Place of Arbitration

Unless otherwise specified in the parties' arbitration agreement, all NAA arbitrations are deemed to take place in Cheyenne, Wyoming.

4. Neutral and Independent Arbitrators

NAA-affiliated arbitrators are neutral and independent decision makers. They are not employees of NAA. Parties to an arbitration shall not contact arbitrators directly during or after the arbitration process, unless directed to do so by NAA or the arbitration administrator as a matter of course. All communications with arbitrators shall be conducted through the NAA platform or NAA designated email addresses or other intermediaries.

5. Electronic Service

The parties agree to electronic service of process, with service to be made to the email address provided or otherwise referenced in their NAA arbitration clause, or the relevant agreement containing a NAA arbitration clause. Service is complete upon sending of the email by NAA or an authorized NAA representative, even if a party has not opened the email. The parties are responsible for maintaining and actively monitoring the email address specified in an agreement or arbitration clause. If no email address is stated in the agreement, the parties agree that NAA or the arbitrator may authorize service of process through reliable means other than email when warranted by the circumstances.

6. NAA's Authority to Administer Arbitration

When parties agree to arbitrate using NAA, the parties authorize NAA to administer the arbitration and to implement these Rules through any representative as NAA may direct. NAA, at its sole discretion, may decline to hear or temporarily pause any arbitration proceeding at any time, and shall not be required to disclose the reasons for any such refusal. Furthermore, in the event of an emergency impacting NAA, the arbitrator, or the parties, such as a medical emergency for an individual or a widespread emergency such as a public health emergency, wildfire, hurricane, or earthquake, NAA, at its sole discretion, may modify these Rules or extend any deadline in these Rules in connection with an arbitration proceeding. NAA prompts both parties via email regarding deadlines and other information related to their arbitration. However, the parties are responsible for adhering to deadlines and complying with rules. Parties are expected to read these Rules and NAA communications to ensure they are meeting deadlines and complying with rules. In the event both parties initiate two arbitrations regarding the same dispute, NAA has authority to delete one dispute prior to Service of the Award. In the event two non-identical Awards have been served for the same dispute, NAA has authority and the parties agree to have the same dispute heard by a third arbitrator, which shall be final and binding on the parties.

Initiating Arbitration

The party who initiates the arbitration is called the claimant. The other party is called the respondent. There are two different ways, as outlined in Rules 7 and 8, for a claimant to initiate a NAA arbitration, depending on whether the parties already have a written agreement to arbitrate their disputes using NAA. It is the responsibility of the submitting party to ensure the accuracy of all information submitted. The submitting party assumes liability for any damages incurred by NAA, its agents, partners, affiliates, or arbitrators resulting from the submission of knowingly false information. The parties agree that the parties to the arbitration shall be citizens or legal entities of the United States of America, with which business was done, if such citizens or legal entities exist, regardless of the names and contact information the parties submit to NAA while initiating the arbitration process.

7. Invoking the Arbitration Clause

- 7.1 If the parties have a written agreement that contains a NAA arbitration clause, a party may initiate the arbitration process by filing a Demand for Arbitration, which sets forth the claims and remedies sought. An initiating party can either submit their claim at www.NatArb.org or email help@NatArb.org to get started, along with a copy of the

applicable agreement containing the arbitration clause. The Demand for Arbitration may include a supplemental statement of claims not to exceed 10 pages, unless allowed by the arbitrator once appointed. Upon submission of the Demand for Arbitration to NAA, NAA shall serve the Demand for Arbitration on the other party (the "Respondent") via electronic service.

- 7.2 Respondent will have 10 days from the date of service of the Demand for Arbitration to agree to participate in the arbitration process. If Respondent fails to agree to participate in the arbitration process within the 10-day period, NAA shall confirm in writing (via electronic mail to the address provided in the Arbitration Agreement or any other reliable means authorized by NAA or the arbitration administrator) that party's failure to respond or participate, and the arbitrator, once appointed, shall move forward with arbitration proceedings. NAA shall provide appropriate notice via electronic mail or other means of the arbitration proceedings and opportunities to participate in the arbitration.
- 7.3 Respondent may file an Answer responding to the Demand for Arbitration. Respondent's Answer may include responses, affirmative defenses and counterclaims along with the remedies sought, and may include a supplemental statement of responses, affirmative defenses and counterclaims not to exceed 10 pages, unless allowed by the arbitrator once appointed. Respondent's filing of an Answer is due within 10 days of the date of service of the Demand for Arbitration. Simultaneously with the filing of the Answer with NAA, NAA shall serve the Answer on Claimant via electronic service. If Respondent fails to file and serve an Answer within the stated time, Respondent shall be deemed to have denied all claims, and such failure to file an Answer shall not operate to delay the arbitration.
- 7.4 If Respondent's Answer contains a counterclaim, Claimant may file a Reply to the counterclaim, including affirmative defenses. Claimant's filing of a Reply is due within 10 days of the date of service of the Answer. Simultaneously with the filing of the Reply with NAA, NAA shall serve the Reply on Respondent via electronic service. If Claimant fails to file and serve a Reply within the stated time, Claimant shall be deemed to have denied the counterclaim, and such failure to file a Reply shall not operate to delay the arbitration.

8. Post-Dispute Agreements to Arbitrate

- 8.1 If the parties do not have a written agreement that contains a NAA arbitration clause, then a potential claimant may invite a potential respondent to resolve a dispute using NAA. A potential claimant can email help@NatArb.org or submit a claim at www.NatArb.org to get started.
- 8.2 Once the parties have agreed to use NAA under a post-dispute arbitration agreement, that agreement is binding on the parties, and the arbitration shall be considered to have been initiated. NAA shall then direct the parties to continue with the arbitration process by filing and serving a Demand for Arbitration, Answer, and Reply (if applicable) as provided in Rule 7. The deadlines for filing and serving these items shall be set forth in notices provided to the parties.

9. Objections to Arbitrability

A party that believes an arbitration clause was invoked by another party in error for any reason, including that there is no agreement to arbitrate or that a claim is outside the scope of the agreement to arbitrate, must raise such objections no later than 10 days from the initiation of arbitration by notifying NAA at help@NatArb.org and requesting the arbitration be paused for up to 10 days while NAA brings this to the other party's attention and provides both sides with an opportunity to discuss whether they in fact have a valid agreement to arbitrate through NAA. Furthermore, NAA and the arbitrator have discretion to raise such issues unprompted by any party.

10. Amendments and Notice of Claims, Counterclaims, Remedies, and Defenses

Claimant or Respondent may amend its Demand for Arbitration, Answer, or Reply, including counterclaims and defenses, once as a matter of course before an arbitrator is appointed by filing with NAA, at which point NAA will simultaneously serve the amendment on the other party. Any response to a new claim or new counterclaim shall be made within 10 days of service of such new claim or new counterclaim. After the arbitrator is appointed, no amendments may occur without the arbitrator's permission.

11. Assignment of the Arbitrator

NAA's appointment of an arbitrator is final and conclusive barring any conflict of interest or other ethical consideration which may impact the arbitrator's ability to remain impartial or independent or properly hear your case. Should you have a concern with your assigned arbitrator, you must immediately bring that concern to NAA's attention. NAA shall then decide whether the arbitrator should be disqualified and whether to appoint a new arbitrator, and NAA's decision shall be final and conclusive. Notwithstanding the foregoing, NAA may re-assign your arbitrator at NAA's discretion any time prior to your hearing at no additional charge and will, in such cases, provide notice to the parties. The failure of a party to timely object to the appointment or continued service of an arbitrator shall result in the waiver of the right to object to an arbitrator in accordance with Rule 22.

Preparing for Arbitration

12. Procedural Deadlines

- 12.1 Immediately after receiving the parties' submissions pursuant to Rules 7 through 10, the arbitrator shall issue a procedural order governing the arbitration and setting forth deadlines, which may include the dates for exchange of information and deadlines regarding a document-only arbitration. In establishing deadlines, the arbitrator should consider the needs of the parties, the size and complexity of the dispute, and any other significant factors.
- 12.2 After the arbitrator issues a procedural order as provided in Rule 12.1, the dates and deadlines set forth in the order shall not be modified unless by the agreement of the parties and approved by the arbitrator; by a decision of the arbitrator if necessary under the circumstances; by a decision of NAA or arbitration administrator if necessary under

the circumstances; or as otherwise set forth in these Rules. In no event shall the failure to issue an Award within a deadline impact the validity of the Award.

13. Limited Exchange of Information

- 13.1 Consistent with the goal of these Rules to provide fair proceedings and a final decision within approximately 60 days after the appointment of an arbitrator, the arbitrator and/or arbitration administrator shall manage any necessary exchange of information among the parties, including setting forth deadlines for exchanging information and resolving any disputes regarding such exchange. The arbitrator has discretion to resolve such disputes with a conference if necessary.
- 13.2 Each party must exchange:
- (a) electronic copies of all hardcopy documents and electronic documents that the party has in its possession, custody, or control which are relevant to the dispute, including any hardcopy and electronic documents upon which the party may rely to support its own claims or defenses; and
 - (b) the names of individuals whom the party may call to submit a witness affidavit. In the event a witness affidavit is provided, said witness must sign and date the document and include the following certification at the end of the witness statement: "I certify under penalty of perjury that the foregoing is true and correct." This document must be notarized.
- 13.3 The parties shall exchange information covered by Rule 13.2 within 10 days of service of an Answer (or if the Answer contains a counterclaim, within 10 days of service of a Reply).

The Arbitral Proceeding

14. Document-only Arbitration

The parties will not participate in live hearing events, but rather agree to document-only arbitration which will function as the hearing. Both sides shall have the opportunity to upload evidence, provide witness statements, respond to the other side's evidence, and answer written questions asked by the arbitrator via the NAA dispute resolution platform or by email, at the direction of the arbitrator. The deadlines for these items will be set out in notices provided to the parties. The parties will be able to review and respond to the other party's uploads and answers as outlined in notices provided to the parties.

Following arbitrator review and questioning, the arbitrator will issue a decision.

A party submitting documentary evidence, statements, answers to arbitrator questions, and replies to answers from the opposing party warrants that such submitted evidence is what the evidence is claimed to be and that the party's descriptions of its own evidence, its responses to the other side's evidence, and its responses to the arbitrator's questions are all complete, true, and correct. By

agreeing to arbitrate and submitting documentary evidence, descriptions, answers and replies, you certify under penalty of perjury that such evidence, descriptions, answers and replies are true and correct. Each party will be required to sign and date a statement to that effect.

Each party will have one opportunity to reschedule document-only arbitration deadlines only with a showing of a documented medical, family or other serious emergency. Requests for rescheduling must be sent to help@NatArb.org. Subsequent requests, or requests may not be honored. NAA, at its sole discretion, may reschedule and/or extend evidence or other deadlines. Any extensions, rescheduling, or other deadline modifications shall apply to both parties in a given dispute.

Upon receipt of a case, the arbitrator has broad authority to conduct the arbitration process in any manner deemed reasonable to reach a just determination. This includes the authority to resolve pre-hearing matters, order interim relief, order a party to answer reasonable written or oral questions, testify under oath, appear for a virtual conference or hearing, or produce documents. Limits on arbitrator authority must be agreed to in writing prior to initiating the arbitration process. Such limits may include restrictions on the arbitrator's authority to award equitable or other relief, so long as such restrictions are allowable by statute or case law in the applicable jurisdiction. The arbitrator has the authority to settle all points of controversy in the dispute and award appropriate relief after hearing the evidence. Judgment may be entered on the award. Any lawful order issued to a party or parties by NAA, and arbitration administrator, or an arbitrator prior, during, or after arbitration proceedings supersedes the rules and/or deadlines outlined herein.

15. Settlement Prior to Service of the Award

If the Parties agree to settle their matter prior to the Arbitrator's Service of Award, the Parties must enter that settlement via the NAA platform or notify NAA of such at help@NatArb.org prior to the Arbitrator's Service of Award. Any settlement agreed to by the parties must be fulfilled within 30 days unless the parties agree otherwise. The Arbitrator retains jurisdiction over the parties' dispute unless and until the parties fulfill the obligations of their settlement on time, whether such settlement is made during, before or after a hearing or at any stage of the document-only arbitration process prior to Award, and may make an Award determination at any time which displaces the settlement unless and until such obligations are fulfilled, for up to one year from the date of entry or notification of settlement.

16. Violation of Rules and Procedures

- 16.1 Should any party violate these Rules, fail to comply with an arbitrator or arbitration administrator's order during the course of the proceedings, and/or engage in offensive conduct or any other conduct not conducive to respectful and productive proceedings, the arbitrator may issue sanctions, and that party may, at the arbitrator's discretion or NAA's discretion, be disallowed from further participation in the arbitration process. In such a case where a party is disallowed from further participation, that party may still be given a brief opportunity to submit any remaining documents and testimony via written statement upon notice of removal from the proceedings, and answer specific arbitrator questions thereafter. However, the arbitrator has discretion on whether and how to consider such evidence.
- 16.2 Whenever an arbitration agreement exists between the parties, or these Rules call for a party to proceed with arbitration, a party shall be deemed to have failed to proceed with

arbitration when:

- a) The party repeatedly fails to respond to communications from NAA, the arbitration administrator, or the arbitrator;
- b) The party fails to proceed to the next step of arbitration after being properly informed to so proceed;
- c) The party fails to make a payment or deposit as described in these rules;
- d) The party fails to comply with an arbitrator's order; or
- e) The party otherwise indicates an intent not to proceed.

16.3 The NAA, administrator, or arbitrator, at their sole discretion, will determine when a party has failed to proceed. A failure to proceed may result in the entry of a default award pursuant to Rule 17 or a postponement or cancellation of the arbitration proceedings, at the discretion of the NAA, administrator, or arbitrator.

17. Default

An arbitration award shall not be made solely on the default of a party. Such an award may be made in the absence of a party upon a proper showing by the other party(ies) of evidence supporting their claim.

Award

18. Service of the Award

- 18.1 The arbitrator's award will be emailed to both parties within approximately 7 calendar days after the arbitration has concluded. NAA retains discretion to extend that timeline if necessary under the circumstances. Arbitrators are not required to provide written opinions or explanations with their awards.
- 18.2 The arbitrator may award pre- and post-award interest and/or other expenses and fees if provided by the parties' agreement or permitted by applicable law. If post-award interest is awarded, it shall compound annually and begin accruing 30 days after the award date. If both parties agree, they may enter into an extended payment plan that foregoes interest.
- 18.3 Within 7 days after service of an Award, any party may serve upon NAA and the other party a request that the arbitrator correct any computational, typographical or other similar error(s) in an Award. Alternatively, the arbitrator or NAA may sua sponte propose to correct such errors in an Award within 14 days of service of an Award. In either case, if the Arbitrator determines that he or she might make a correction to any computational, typographical or other similar error(s) in an Award, a party opposing such correction shall have 7 days thereafter in which to file any response to the requested or proposed

correction. If, on the other hand, the Arbitrator determines that he or she will not make such a correction, no further action by the opposing party is required. If applicable, after reviewing the opposing party's response to the requested or proposed correction, the arbitrator may then make or decline to make any necessary and appropriate corrections to the Award and, if applicable, issue a corrected Award within 7 days of receiving the response of the party opposing a correction. The arbitrator may extend the time within which to make corrections upon good cause. The corrected Award shall be served upon the parties in the same manner as the Award.

- 18.4 The Award is considered final, for purposes of a judicial proceeding to confirm, enforce, correct, modify, or vacate the Award, 14 days after service of the Award if no request or proposal for a correction is made, or on the date the arbitrator or NAA informs the parties that requested or proposed corrections will not be made, or on the date of service of a corrected Award.
- 18.5 If either party believes that the final award should be corrected or vacated, it may file a petition to correct or vacate the award in any court having jurisdiction.

19. Payment Pursuant to the Award

If the Award requires one party to pay the other party money, then the owing party must pay the amount owed no later than 30 days after the Award was served on the parties unless otherwise noted in the Award or arbitration agreement. Payment must be made via electronic payment, certified check, or money order sent via a trackable method of shipping, unless the parties agree otherwise.

20. Failure to Pay

If the owing party fails to pay the amount owed within the longer of 30 days or the deadline noted in the award or Arbitration Agreement, then the prevailing party may file a petition to confirm the award in any court having jurisdiction, though timelines for filing such an action may vary by jurisdiction. In the event of confirmation and enforcement of an award, the delinquent party will be responsible for any attorney, court or other fees associated with such action. The purpose of filing a petition to confirm the award is to obtain a judgment from the court, which will allow the prevailing party to collect money from the judgment debtor without the judgment debtor's cooperation.

21. Enforcement of the Award

- 21.1 Proceedings to confirm, enforce, correct, modify, or vacate an Award will be governed by the Federal Arbitration Act, 9 U.S.C. Sec 1, et seq., or applicable federal, state, provincial, or territorial law.
- 21.2 Copies of any petition to confirm, enforce, correct, modify, or vacate an Award, and notices of any hearings, must be served on the other party and NAA.

Miscellaneous

22. Waiver

- 22.1 If a party is aware that any of the Rules have not been complied with or have been violated, the party must immediately object in writing to help@NatArb.org before continuing with the arbitration, or the party is deemed to have waived its objection, unless the arbitrator determines such failure to object is justifiable.
- 22.2 If any party becomes aware of information that could be the basis of objecting to the appointment or continued service of an arbitrator, such objection must be made promptly to NAA. Failure to do so shall constitute a waiver of any objection to the arbitrator.

23. Confidentiality and Privacy

- 23.1 The arbitrator and NAA shall maintain the privacy and confidential nature of the arbitration, unless the law provides to the contrary.
- 23.2 The arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets, and other sensitive information exchanged or disclosed in connection with the arbitration.
- 23.3 The parties agree that all communications and evidence related to the dispute shall remain confidential, and no party shall take any action that may harm the reputation of the other party, or which would reasonably be expected to lead to unwanted or unfavorable publicity regarding the parties. These confidentiality provisions do not apply to facts, communications, documentation, or other information received or gathered outside of the NAA dispute resolution process.
- 23.4 Notwithstanding the foregoing, NAA may share all case details, including a copy of the Award, with a referring third party who pays for the parties' arbitration, and as required by law with a court or government agency with jurisdiction.

24. Disqualification of the Arbitrator and the NAA as a Witness or Party and Exclusion of Liability

Arbitrators, mediators, or arbitration or alternative dispute resolution organizations acting in that capacity are immune from civil liability. As such, NAA (including its directors, employees, contractors, agents, partners, and affiliates), the arbitrator, arbitration administrator, and mediator are likewise immune.

The parties (including their directors, employees, contractors, agents, partners, and affiliates) and the witnesses of the parties agree that immunity afforded by this section supplements any immunity under other law.

The parties (including their directors, employees, contractors, agents, partners, and affiliates) and the

witnesses of the parties agree that the failure of an arbitrator or mediator to make any required disclosures does not cause any loss of immunity.

The parties (including their directors, employees, contractors, agents, partners, and affiliates) and the witnesses of the parties agree that in any pending or subsequent judicial, administrative, or similar proceeding, NAA (including its directors, employees, contractors, agents, partners, and affiliates), the arbitrator, arbitration administrator, and mediator are not competent to testify, and may not be required to produce records as to any statement, conduct, decision, ruling, or any other matter relating to a NAA arbitration or mediation proceeding. This paragraph does not apply to the extent necessary to determine any claims of NAA (including its directors, employees, contractors, agents, partners, and affiliates), the arbitrator, arbitration administrator, and mediator against a party (including its directors, employees, contractors, agents, partners, and affiliates) to a NAA arbitration or mediation proceeding.

The parties (including their directors, employees, contractors, agents, partners, and affiliates) and the witnesses of the parties agree that in any pending or subsequent judicial, administrative, or similar proceeding, including any actions for damages, injunctive, or declaratory relief, NAA (including its directors, employees, contractors, agents, partners, and affiliates), the arbitrator, arbitration administrator, and mediator are not liable to any party or witness for any act or omission in connection with the parties' arbitrations or mediations, including any decisions regarding the disqualification of an arbitrator.

The parties (including their directors, employees, contractors, agents, partners, and affiliates) and the witnesses of the parties agree that NAA (including its directors, employees, contractors, agents, partners, and affiliates), the arbitrator, arbitration administrator, and mediator are not a necessary or proper party in any litigation or other proceeding relating to the parties' arbitration or mediation.

The parties (including their directors, employees, contractors, agents, partners, and affiliates) and the witnesses of the parties agree that if anyone commences a civil action against NAA (including its directors, employees, contractors, agents, partners, and affiliates), the arbitrator, arbitration administrator, and mediator arising from any of their services relating to the parties' arbitration or mediation, or if the parties (including their directors, employees, contractors, agents, partners, and affiliates) and the witnesses of the parties seek to compel NAA (including its directors, employees, contractors, agents, partners, and affiliates), the arbitrator, arbitration administrator, and mediator to testify or produce records in violation of Rule 24, and the court decides that there is immunity from civil liability or that NAA (including its directors, employees, contractors, agents, partners, and affiliates), the arbitrator, arbitration administrator, and mediator are not competent to testify or do not have to produce records, the court shall award reasonable attorney's fees and other reasonable expenses of litigation to NAA (including its directors, employees, contractors, agents, partners, and affiliates), the arbitrator, arbitration administrator, and mediator.

To the extent permitted by applicable law, the parties (including their directors, employees, contractors, agents, partners, and affiliates) and the witnesses of the parties agree that in no event shall NAA (including its directors, employees, contractors, agents, partners, and affiliates), the arbitrator, arbitration administrator, or mediator be liable to the parties or witnesses for any loss of profits, use, or data, or for any incidental, indirect, special, consequential, or exemplary damages, however arising, that result from (a) the use, disclosure, or display of information related to the parties, including a data breach; (b) the parties' use or inability to use any NAA service; (c) any NAA service generally or the software or systems that make such service available; or (d) any other interactions with NAA (including its directors, employees, contractors, agents, partners, and affiliates),

the arbitrator, arbitration administrator, mediator, or any of the other parties or witnesses to the arbitration or mediation, whether based on warranty, contract, tort (including negligence), or any other legal theory, and whether or not NAA (including its directors, employees, contractors, agents, partners, and affiliates), the arbitrator, arbitration administrator, or mediator have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Parties and witnesses who are California residents waive California Civil Code §1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." Parties and witnesses who are not California residents also waive this provision of the California Civil Code and any other similar provision of applicable state law.

25. Amendment and Modification of Rules

These Rules may be amended or modified by NAA at any time without notice.

26. Severability

In the event that any of these Rules or procedures are ruled unlawful or made unlawful by statute, the remaining Rules and procedures are to continue in effect.