



Tri-Panel Arbitration Agreement
ADR Systems File # XXXXXXXXXXXX
Insurance Claim # XXXXXXXXXXXX

I. Parties

- A. XXXXXXXXXXXX
- B. XXXXXXXXXXXX

II. Date, Time and Location of the Tri-Panel Arbitration

Date: XXXXXXXXXXXX
Time: XXXXXXXXXXXX
Location: XXXXXXXXXXXX
Contact: XXXXXXXXXXXX

All mediators and arbitrators at ADR Systems are independent contractors. They are not involved, in any way, in the ownership, administration or management of the business.

III. Rules Governing the Arbitration

Each party ("Party") to this agreement ("Agreement") hereby agrees to submit the above dispute for arbitration ("Arbitration") to ADR Systems of America, L.L.C., ("ADR Systems") in accordance with the following terms. If agreeing to submit this case to a video platform for resolution, and by signing this agreement, all participants agree that no third parties can overhear or see this video session – additionally, there will be no eavesdropping or recording of the session at any time.

A. Powers of the Arbitrators

1. The Parties agree that **XXXXXXXXXX, XXXXXXXXXXXX** and **XXXXXXXXXX** shall serve as the Arbitrators in this matter (the "Arbitrators").
2. The Arbitrators shall have the power to administer oaths and affirmations to witnesses; to determine the admissibility of evidence; and to rule upon the law and the facts of the dispute. The Arbitrators shall also have the power to rule on objections to evidence which arise before or during the hearing.
3. The Parties agree that the Arbitrators shall decide the issues of bodily injury damages, proximate cause and liability, unless any of the above are waived.

B. Amendments to the Agreement

1. No Party shall amend the Agreement at any time without the consent and approval of such changes by the opposing Party, and ADR Systems of America.

2. When changes or amendments to the Agreement are being requested, the Parties shall inform the ADR Systems case manager by telephone. The agreed proposal must also be submitted to the ADR Systems case manager in writing, by fax or email, if necessary, and the contract changes **MUST** be made by ADR Systems. No changes made outside these guidelines will be accepted. Furthermore, if the amended contract made by ADR Systems is not signed by both Parties, the Agreement shall be enforced in its original form, without changes.

C. Evidentiary Rules

1. The Parties agree that the arbitration will take place in accordance with the rules outlined in the insurance policy.
2. The Parties agree to deliver any submissions allowed by the rules outlined in the insurance policy to the following addresses no later than **XXXXXXXXXX**:

If emailing submissions, please send to submissions@adrsystems.com, however, any emailed and electronic form of submissions over 50 pages, including exhibits, will incur a print charge.

Please note that the parties are responsible for sending their submissions to each other and the party arbitrators.

XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX

XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX

3. The Parties agree that if a Party has an objection to the evidence or material submitted by the other Party, notice of the objection shall be given to the ADR Systems case manager and opposing counsel by telephone and in writing at least seven days prior to the Arbitration. If resolution cannot be obtained, the case manager will forward the objection to the Arbitrators to be ruled upon before or at the Arbitration. The case manager will notify each of the Parties of the objection. The objection may result in a postponement of the proceedings. **If the objection is because of new material being disclosed with the submission for the first time (for example, new or additional reports, additional medical/wage loss claims, etc.) then the disclosing party shall be charged for the total cost associated with the continuance.**
4. Within 180 (one-hundred and eighty) days of the Arbitration, ADR shall destroy all submissions and protected health information created, maintained, or received by ADR on behalf of each Party, that ADR maintains in any form. ADR shall retain no copies of submissions and any protected health information unless the parties agree and consent to ADR maintaining the documents for an additional 180 (one-hundred and eighty) days. Upon written notice from a

party that the case has been dismissed in court or resolved after a session at ADR Systems, any submissions will be destroyed within 60 days of the receipt of the notice.

IV. Effect of this Agreement

After the commencement of the Arbitration, no Party shall be permitted to cancel this Agreement or the Arbitration, and the Arbitrators shall render a decision that shall be in accordance with the terms set forth in the insurance policy.

V. Arbitration Costs

A. ADR Systems Fee Schedule

1. A deposit is required for the Administrative Fee, Neutral Arbitrator's estimated review, session, and decision time ("Arbitration Costs"). Arbitrations are billed at a three hour minimum, which includes an estimated two hours for session time and one hour for review time. **The required deposit amount is \$XXXXXX per Party and is due by XXXXXXXXXX.** Any unused portion of the deposit will be refunded based on the three hour minimum. If the Arbitrator's review, session and decision time go over the estimated amount, each Party will be invoiced for the additional time.
2. For sessions requiring multiple, consecutive days, Parties must reserve and submit a deposit to cover all days. Any unused days will be billed at the three hour minimum, unless the neutral's time can be rescheduled. Example: if a session is scheduled for two consecutive days, and it settles on day one, Parties are still responsible for the three hour minimum charge for day two, unless the neutral's time can be rescheduled. For matters requiring multiple sessions, an additional administration fee will be assessed.
3. Arbitration Costs are usually divided equally among all Parties, unless otherwise agreed upon by the Parties. **ADR Systems must be notified of special fee arrangements.**
4. All deposits are due two weeks prior to the session. ADR Systems reserves the right to cancel a session if deposits are not received from all Parties two weeks prior to the session.
5. ADR Systems requires **14-day notice in writing or via electronic transmission** of cancellation or continuance. For Arbitrations **cancelled or continued** within 14 days of the session, the Party causing the cancellation will be billed for the Arbitration Costs of all the Parties involved, which includes the three hour per day minimum, additional review time, and any other expenses incurred ("cancellation fees"). If the cancellation is by agreement of all Parties, or if the case has settled, the cancellation fees will be split equally among all Parties, unless ADR Systems is instructed otherwise. The cancellation fees may be waived if the Arbitrator's lost time can be filled by another matter.

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| Administrative Fee | \$XXX.XX per Party (Non-refundable) |
| Arbitrator's Review Time | \$XXX.XX per hour, split equally between Parties |
| Session Time | \$XXX.XX per hour, split equally between Parties |
| Arbitrator's Decision Writing Time | \$XXX.XX per hour, split equally between Parties |
| Arbitrator's Travel Time (if any) | \$XX.XX per hour, split equally between Parties |

The fees above are for XXXXXXXXXXXX only. The parties are responsible for payment to their own named arbitrator.

B. Responsibility for Payment

1. Each Party and its counsel (including that counsel's firm) shall be jointly and severally responsible for the payment of that Party's allocated share of the Arbitration Costs as set forth above.
2. All expenses and disbursements made by ADR Systems in connection with the Arbitration, including, but not limited to, outside room rental fee, meals, express mail and messenger charges, and any other charges associated with the Arbitration, will be billed equally to the Parties at the time of the invoice.
3. In the event that a Party and/or its counsel fails to pay ADR Systems in accordance with the terms of this Agreement, then that Party and/or its counsel shall be responsible for all costs, including attorney's fees, incurred by ADR Systems in connection with the collection of any amount due and owing. Payment of additional costs incurred by ADR Systems in connection with the collection of any amount due and owing shall be made within 15 days of invoice.
4. In the event ADR Systems' session rooms are completely booked on your selected session date, ADR Systems will attempt to find another complimentary venue for your session. If ADR Systems cannot find a complimentary venue or the parties cannot agree on the complimentary venue, ADR Systems reserves the right to schedule your case in a location that may involve a facilities charge. The facilities charge will be split equally among the parties unless ADR Systems is instructed otherwise.

VI. Privacy Policy

- A. You acknowledge that as a result of ADR Systems' provision for our services to you under this Agreement, ADR Systems will have access to your and your client's personally identifiable information. You hereby acknowledge that you have read, understand and agree to our permissions, restrictions and obligations with respect to such information in the ADR Systems' privacy policy which can be found on our website at www.adrsystems.com/legal-notices. This privacy policy, as may be amended from time to time by ADR Systems, is incorporated into this Agreement by reference, and you agree to our rights to use all such information as described therein.

VII. Retention of Video Recordings

- A. Unless we are notified in writing that you want a copy of the video recording of the settlement or award, ADR Systems will destroy the video recording of the settlement or award within 365 (three hundred sixty-five) days of the conclusion of your session.

VIII. Acknowledgment of Agreement

- A. By signing this Agreement, I acknowledge that I have read and agree to all the provisions as set forth above.
- B. Each Party is responsible for only his/her own signature where indicated, and will submit this signed Agreement to ADR Systems within 10 days of receipt of the Agreement. Counsel may sign on behalf of the Party.
- C. ADR Systems will maintain reasonable physical and technical safeguards to prevent unauthorized use of or access to our remote dispute resolution sessions. ADR Systems is not liable for damages arising in contract, tort or otherwise from the use or inability to use remote dispute resolution technology, or any material or content that is displayed using remote dispute resolution technology, and any action or decision made as a result of using remote technology for dispute resolution.

By: _____ Date
XXXXXXXXXX

By: _____ Date
XXXXXXXXXX

ADR Systems File # XXXXXXXXXX
Insurance Claim # XXXXXXXXXX
ADR Systems Tax I.D. # 36-3977108
Date of Hearing: XXXXXXXXXX

