

“Any dispute involving the amount owed hereunder, or involving any other dispute of any kind in connection with or relating to this Agreement and/or the attorney-client relationship in connection with this Agreement, whether sounding in contract, tort, or by statute, shall be governed by New York law, without regard to conflicts of law principles, and shall be adjudicated, in the sole and absolute discretion of the Attorney/Firm, either by a confidential arbitration that shall take place before the New York State Arbitration Association (“NYSAA”) in the City of New York pursuant to its General Rules and Procedures available at WWW.NYSAA.NYC or a court proceeding in the courts located in the City and State of New York. -- provided, however, any fee dispute of \$50,000 or less shall be subject to the mandatory arbitration provisions under Part 137 of the Rules of the Chief Administrator of the New York courts. The losing party in any such arbitration or court proceeding shall be liable to the prevailing party for the reasonable amount of legal fees and expenses incurred by the prevailing party in connection therewith.”