

VOLUNTARY NYSAA ARBITRATION AGREEMENT

“This ARBITRATION AGREEMENT is an optional, voluntary agreement and the parties have agreed to it after consulting with their separate counsels. Thus, the undersigned Parties hereby acknowledge that a dispute arose on _____ (date) and that all of the undersigned parties (which are all of the parties involved in this dispute) have jointly all agreed to a rapid, confidential arbitration through the NYSAA in New York City.

Each Undersigned party acknowledges and understand the terms of this Agreement, and hereby stipulates that it has review the terms of this “Voluntary Arbitration Agreement” through the New York State Arbitration Association Corp., (the “NYSAA”). All the undersigned agree that the arbitration shall be administered by the NYSAA pursuant to its NYSAA Commercial Arbitration Rules & Procedures accessible at www.nysaa.nyc if available at the time of such dispute or other

ADR alternatives available. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

The Undersigned voluntarily and jointly agree to waive their rights to a trial and agree to adjudicate their dispute through the confidential proceedings of the NYSAA. Any preexisting dispute between the undersigned parties, or any of them, arising out of their relationship expect specified disputes in writing, including claims of fraud, misrepresentation, warranty and negligence, and more shall be settled by binding arbitration with the NYSAA. This Agreement is only enforceable if all parties voluntarily have agreed to arbitrate as acknowledged by signatures below. “