TJC RULES OF ARBITRATION

Or "TJC Arbitration Rules"

Texas Justice Center, LLC

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These rules of arbitration should be reviewed with an experienced attorney. By agreeing to arbitrate

under these rules or in accordance with these rules, important questions such as arbitrability and jurisdiction are reserved for the arbitrators.

TJC RULES OF ARBITRATION

Please read the TJC Arbitration Rules in full. Legal consequences, including waivers of certain rights occur by agreeing to arbitrate under these rules or in accordance with these rules. These rules do not constitute legal advice. You should always consider consulting with an experienced lawyer regarding these rules or representation during an arbitration proceeding.

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Rule 1 – Introductory Rules

(a) **Application of TJC Rules.** If parties in a dispute have agreed in writing that that the dispute shall be referred to arbitration at the Texas Justice Center ("**TJC**") or under the TJC Arbitration Rules ("**Rules**"), then such disputes shall be resolved in accordance with these **Rules** subject to such modification as the parties may agree in writing.

(b) **Conflict of Law.** These **Rules** shall govern the arbitration except where any of these **Rules** is in conflict with a provision of the law applicable to the arbitration from which the parties cannot deviate.

(c) **Singular and Plural Usage.** For purposes of these **Rules**, "arbitrator" and "arbitrators" are used interchangeably. The use of the plural "arbitrators" does not imply a requirement of more than one arbitrator and vice versa. The term "tribunal" does not imply more than one arbitrator, and may also refer to any magistrate arbitrator appointed by the TJC to resolve preliminary or procedural matters.

(d) **Expedited Arbitration Timelines.** Each arbitrator accepting appointment agrees that the arbitrator shall seek to focus and narrow issues in dispute as early as practical so that ultimate disposition may occur as rapidly, expeditiously, and cost effectively as possible. Arbitration timetables, except in the most complex cases, should set the time for completion of the final hearing and award within six (6) months of the date of commencement, or sooner if practical.

(e) **Confidentiality.** Unless otherwise agreed in writing by all parties to arbitration, all proceedings, communications, papers, and documents that are a part of arbitration under these **Rules** are strictly confidential and no party shall disclose any information to third parties.

(f) **Written Notice by Email.** For any requirement that something be "in writing", email is sufficient if it has been properly emailed to the recipient's correct email address.

(g) **Email Communications Requirement.** All parties and their representatives must provide a valid email and the emails of TJC, the arbitrator, and must ensure that emails from opposing parties and their representatives are not blocked or diverted to spam folders.

Rule 2 – Initiating Arbitration with the Statement of Claim

(a) The party initiating arbitration (the "**Claimant**") shall submit a written "**Statement of Claim**" to TJC at claims@tjcadr.com; and serve the other party (hereinafter called the "**Respondent**") according to Rule 5.

(b) Arbitration shall commence on the date on which the **Statement of Claim** is received by TJC.

(c) The **Statement of Claim** shall include the following:

i. A notice of arbitration demanding that the dispute be referred to arbitration;
ii. The names and addresses, including email addresses, of the parties;
iii. A reference to the arbitration clause or the separate arbitration agreement that is invoked;
iv. A reference to any contract out of which the dispute arises;
v. A concise statement of facts supporting the claim and an indication of the amount involved, if any;
vi. The relief or remedy sought;
vii. A proposal as to the number of arbitrators (i.e. one or three), if parties have not previously agreed thereon;
viii. A proposal nominating an arbitrator in a three-arbitrator arbitration; and

ix. A proposal as to the language(s) of arbitration, if parties have not previously agreed thereon.

(d) The Claimant should use the TJC's form **Statement of Claim**.

(e) The Claimant may attach to Claimant's **Statement of Claim** all documents he deems relevant or may add a reference to the documents or other evidence he will submit.

(f) The TJC will send via certified U.S. Mail a copy of the **Statement of Claim** and the documents attached thereto to the Respondent and Respondent's representatives (if they are identified in the **Statement of Claim**). Alternatively, Respondent may elect to file a waiver of service and receive a copy of the Statement of Claim electronically.

Rule 3 – Statement of Defense

(a) Within a period of twenty-one (21) days after the date of receiving the **Statement of Claim**, the Respondent must file and serve Respondent's "**Statement of Defense**" by submitting to claims@tjcadr.com with a copy to Claimant's representative's email, or to the Claimant's email if Claimant is unrepresented.

(b) The "**Statement of Defense**" must address the legal and factual claims in the **Statement of Claim** and conform to the TJC's form **Statement of Defense**. The Respondent may attach the documents on which Respondent relies for Respondent's defense to the **Statement of Defense** or may add a reference to the documents or other evidence Respondent will submit.

(c) Respondent may lodge any counterclaim(s) in its **Statement of Defense** if the counterclaim arises out of the same operative set of facts. The arbitrator may permit counterclaims at a later stage only if good cause exists.

(d) Any timely made counterclaim shall have the effect of being a **Statement of Claim**, and the party against whom the counter-claim is made shall communicate its own **Statement of Defense** in writing to the TJC and the other parties within twenty-one (21) days of receiving the counter-claim.

Rule 4 – Amendments to the Claim or Defense

During the course of the proceedings, either party may amend or supplement its claims or defenses unless the arbitrator considers it inappropriate to allow such amendment, considering delay or prejudice to the other party, or any other circumstances including prescribed deadlines and discovery limits set by the arbitrator.

Rule 5 - Service and Calculation of Time

(a) Unless the parties have agreed in writing otherwise, the **Statement of Claim** must be served by personal service in accordance with Texas law. If a represented party's representative refuses to accept service by email, without good cause, the arbitrator may award costs of service to the party attempting to serve.

(b) If a party cannot achieve service of the **Statement of Claim** by personal service, the TJC arbitrator may authorize alternate service by two or more methods. After sufficient proof that the **Statement of Claim** has been received by the other party, the TJC arbitrator shall order the arbitration to proceed.

(c) Failure of a party or its counsel to check spam folders or to otherwise ensure receipt of email from the TJC or the opposing party shall not be a defense against notice or service requirements.

(d) After service of the **Statement of Claim**, future notices shall be delivered via email to the valid email addresses provided by the parties' representatives, or if unrepresented, the emails provided by the parties. Any party may agree to accept service of the **Statement of Claim** by email.

(e) For the purposes of calculating a period of time under these **Rules**, the period of time will start one day after the service is received. If the last day of any period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Official holidays or non-business days are included as days in calculating the period and, unless they fall on the last day of the period, do not extend the number of days.

(f) Arbitrators and the parties are encouraged to establish deadlines and periods of time in multiples of seven (7) days, for example, 14 days, 28 days, etc., in order to avoid deadlines falling on weekends.

Rule 6 – Representation

The parties may be represented by persons of their choice. The names and addresses, including email addresses, of such persons must be communicated in writing to the other party. When a party is represented and their representative has appeared in the case, all future service, notifications, and communications must be made only to the parties' representative.

Rule 7 – Composition of the Tribunal

If the parties have not previously agreed on the number of arbitrators (i.e. one or three) within twenty-eight (28) days after the receipt by the Respondent of the notice of arbitration, a sole arbitrator shall be appointed.

Rule 8 – One Arbitrator

(a) If one arbitrator is to be appointed, the TJC shall appoint the sole arbitrator as promptly as possible. In making the appointment the TJC shall use the following list-procedure,

unless both parties agree that the list-procedure should not be used or unless the TJC determines in its discretion that the use of the list-procedure is not appropriate for the case:

i. TJC shall communicate to both parties an identical list containing no less than five (5) names numbered one through five.

ii. Within seven (7) days after the receipt of this list, each party shall return the list to TJC after striking up to two (2) names per party.

iii. The remaining name with the lowest number shall be appointed as arbitrator. If the remaining name is unwilling or unable to serve, then the TJC shall appoint the next name with the lowest number on the list that has not been stricken.

iv. If no arbitrator can be appointed, then at the TJC's discretion, either a second list of five (5) names will be submitted to the parties in accordance with this Rule 8(a) (with 7 days to respond with strikes) or the TJC will appoint an arbitrator. Any administrative appointment of an arbitrator by the TJC under this Rule is strictly an administrative function and does not warrant or guarantee the arbitrator's qualifications, neutrality, or suitability, which remain the sole responsibility of the parties to investigate and bring to the attention of the TJC within 14 days of appointment.

(b) In making the appointment or compiling a list of names, TJC shall have regard to such considerations as are likely to secure the appointment of an independent and impartial arbitrator and may take into account as well the experience and spoken languages of potential arbitrators.

(c) The parties may mutually select an arbitrator who is not currently on the TJC's list of arbitrators so long as the arbitrator agrees to arbitrate under the **Rules** and administration of the TJC.

Rule 9 – Three Arbitrators

(a) If three (3) arbitrators are to be appointed, each party shall nominate one arbitrator, subject to appointment and confirmation by TJC. The third arbitrator will be appointed according to Rule 8 or as agreed to by parties.

(b) Upon nominating an arbitrator, the party making the nomination shall notify the TJC and the other party. After nomination of an arbitrator by one party, the other party shall have no longer than seven (7) days to nominate its arbitrator.

(c) If the second arbitrator is not nominated within seven (7) days of the first nomination, the party having first nominated an arbitrator may apply to the TJC to appoint both the second and third arbitrators under Rule 8, and the TJC must initiate the procedures under Rule 8 for both the second and third arbitrators. The second and third arbitrators will be selected from the same list of five (5), and each party will be entitled to only one strike. Any appointment of an arbitrator by the TJC under this Rule is strictly an administrative function and does not warrant or guarantee the arbitrator's qualifications, neutrality, or suitability, which remain the sole responsibility of the parties to investigate and bring to the attention of the TJC within 14 days of appointment.

(d) Where the names of one or more persons are proposed for appointment as arbitrators, their full names, addresses, and languages spoken shall be indicated, together with a description of their qualifications.

(e) The parties may select an arbitrator who is not currently on the TJC's list of arbitrators so long as the arbitrator agrees to arbitrate under the **Rules** and administration of the TJC and so long as the TJC in its sole discretion agrees that the person is qualified to serve as an arbitrator.

Rule 10 – Multiple Parties

(a) Where there are multiple parties, whether as **Claimant** or as **Respondent**, and where the dispute is to be referred to three arbitrators, the multiple **Claimants**, jointly, and multiple **Respondents**, jointly shall nominate an arbitrator for confirmation pursuant to Rule 9.

(b) In the absence of such a joint nomination and where all parties are unable to agree to a method for selection of the panel, TJC may appoint all three (3) arbitrators and shall designate one of them to act as chairman of the panel. In such case, the TJC shall choose any person it considers as suitable to act. Any administrative appointment of an arbitrator by the TJC under this Rule is strictly an administrative function and does not warrant or guarantee the arbitrator's qualifications, neutrality, or suitability, which remain the sole responsibility of the parties to investigate and bring to the attention of the TJC within 14 days of appointment.

Rule 11 – Independence of Arbitrators and Disclosure

(a) Every arbitrator must be and remain independent of the parties involved in the arbitration.

(b) A prospective arbitrator shall disclose any circumstances likely to give rise to justifiable doubts as to the arbitrator's impartiality or independence. An arbitrator, once nominated or chosen, shall disclose such circumstances to the parties within seven (7) days after appointment, or nomination or selection if the arbitrator knows he or she has been nominated or selected. The obligation to disclose shall continue through the arbitration.

Rule 12 – Grounds for Challenging an Arbitrator's Appointment

(a) Any TJC-appointed arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence.

(b) A party may challenge its own TJC appointed arbitrator only for reasons of which he becomes aware after the appointment has been made.

Rule 13 – Procedure for Challenge

(a) A party who intends to challenge an arbitrator shall send notice of said party's challenge within fourteen (14) days after the appointment of the challenged arbitrator or within seven (7) days after the circumstances mentioned in Articles 11 and 12 became known to that party.

(b) The party making the challenge shall notify TJC and the other party of the challenge. The notification shall be in writing and shall state the reasons for the challenge.

(c) When an arbitrator has been challenged by one party, the other party may agree to the challenge. If the challenge is agreed, the procedure provided in Rule 8 shall be used in full for the appointment of the substitute arbitrator, even if during the process of appointing the challenged arbitrator a party had failed to exercise its right to appoint or to participate in the appointment.

(d) If the other party does not agree to the challenge, the TJC shall make the final decision on whether to disqualify an arbitrator, and that decision shall be final and conclusive. The parties release and hold harmless the TJC and its officers, directors, employees, and agents from any claim arising out of the TJC's decision to grant, deny, defer, or otherwise act on a challenge to an arbitrator, including a decision to disqualify, remove, retain, or replace an arbitrator. This release includes claims alleging that the TJC's decision affected the outcome of the arbitration or resulted in an unfavorable award.

Rule 14 – Replacement of Arbitrator

(a) In the event of death or resignation of an arbitrator during the course of the arbitral proceedings, a substitute arbitrator shall be appointed or chosen pursuant to the procedure provided for in Articles 8 through 13.

(b) In the event that an arbitrator fails to act or in the event impossibility of an arbitrator performing arbitral functions, the procedure for the challenge and replacement of an arbitrator as provided in the preceding articles shall apply.

Rule 15 – Rehearing in the Event of Arbitrator Replacement

If under **Rules** 13 to 14 the sole or presiding arbitrator is replaced, any hearings held previously shall be repeated unless all parties consent in writing to moving forward. If any other arbitrator is replaced, such prior hearings may be repeated at the discretion of the arbitrators, including the replacement arbitrator.

Rule 16 – The Procedure

(a) Subject to these **Rules**, the tribunal may conduct the arbitration in such manner as they consider appropriate, provided the parties are treated with equality and that at any stage of the proceedings each party is given a full opportunity of presenting its case. Where the TJC Rules do not specifically enumerate procedure, Texas law controls.

(b) The tribunal, after consulting the parties, shall establish a provisional timetable that it intends to follow for the conduct of the arbitration and the TJC will serve the timetable on the parties. Any subsequent modifications of the provisional timetable shall be communicated to the parties.

(c) If either party so requests at any stage of the proceedings, the tribunal shall hold hearings for the presentation of evidence by witnesses, including expert witnesses, or for oral argument. In the absence of such a request, the tribunal shall decide whether to hold such hearings or whether the proceedings shall be conducted on the basis of documents and other materials.

(d) All documents or information on which any party relies or is required to disclose must be filed with the TJC. All parties and the tribunal will be given access to these documents. All documents or information must be treated with confidentiality and due care for security.

(e) Neither the TJC (including its officers, directors, employees, and agents) nor any arbitrator shall be liable to any party, representative, or third party for any direct, indirect, incidental, special, or consequential damages, losses, or costs arising out of or relating to any cyberattack, unauthorized access, hacking, data breach, malware, ransomware, systems failure, or the accidental disclosure or exposure of confidential documents, communications, or personal data stored on or transmitted through TJC's digital systems. By participating in an arbitration under these Rules, the parties permanently, unconditionally, and fully release and waive any and all claims, demands, or causes of action against the TJC and the tribunal arising from or relating to such cybersecurity events, regardless of whether such event is alleged to have resulted from administrative oversight, clerical error, or standard system operations.

Rule 17 – Communication with Arbitrators

The parties should communicate with the tribunal through filing papers and documents with the TJC. Any communication must also be served on the other party at the time it is filed with the TJC. A party may only communicate directly with the tribunal after express permission from the arbitrator is given, and only then by copying the other party on any communication.

Rule 18 – The Arbitration Venue

Unless all parties agree otherwise, and subject to the approval of the tribunal, arbitration shall take place in person at the TJC. In the event of arbitration involving international parties, the tribunal may determine the locale of the arbitration within the country agreed by the parties. The tribunal may meet at any place it deems appropriate for the inspection of goods, other property or documents. The parties shall be given sufficient notice to enable them to be present at such inspection. The award shall be made at the TJC.

Rule 19 – Language of Arbitration

Subject to an agreement by the parties, the tribunal shall, promptly after appointment, determine the language or languages to be used in the proceedings. This determination shall apply to the **Statement of Claim**, the **Statement of Defense**, and any further written statements and, if oral hearings take place, to the language or languages to be used in such hearings. Notwithstanding the foregoing, all communications to TJC shall be in English, and all communications from TJC shall be in English.

Rule 20 – Jurisdiction and Arbitrability

(a) By agreeing to arbitrate in accordance with these **Rules**, the parties consent to arbitrability being exclusively determined by the tribunal. This means that the applicability, validity, and scope of any arbitration agreement or arbitration clause in an agreement will be determined by the arbitrator or arbitrators.

(b) The tribunal shall have the power to determine the existence or the validity of the contract of which an arbitration clause forms a part. For the purposes of Article 20, an arbitration clause which forms part of a contract and which provides for arbitration under these **Rules** shall

be treated as an agreement independent of the other terms of the contract. A decision by the tribunal that the contract is invalid or unenforceable does not by itself mean the arbitration clause is invalid or unenforceable.

(c) A challenge to jurisdiction or arbitrability must be raised in the **Statement of Defense** or, with respect to a counterclaim, in the **Statement of Defense** in response to the counterclaim. If not raised in this manner, the issues of jurisdiction or arbitrability are waived by the parties.

(d) Challenges to jurisdiction or arbitrability will be addressed as a preliminary matter, as early as practical. The tribunal may hear evidence or testimony in order to rule on jurisdiction or arbitrability.

Rule 21 – Discovery; Mandatory Disclosures

(a) Each party shall be entitled, at its own expense, one (1) deposition, which is to be taken no less than twenty-one (21) days prior to the date set for hearing. Any party may request additional depositions, which shall be granted at the discretion of the tribunal.

(b) Written discovery may be permitted by the tribunal, in its discretion, upon written request by a party. If permitted, the tribunal will issue an order setting the scope and limits of written discovery. The order should set out a date for discovery to be completed.

(c) A party must file a list of all its witnesses and documents within twenty-one (21) days of completion of discovery. Failure to identify and disclose all witnesses and documents constitute grounds for the tribunal to exclude and disregard the any witness or document no disclosed pursuant to this paragraph.

Rule 22 – The Hearing and Evidence

(a) In the event of a hearing, the tribunal shall give the parties adequate advance notice of the date, time and place thereof.

(b) The TJC shall make arrangements for the translation of oral statements made at a hearing and for a record of the hearing if either is deemed necessary by the tribunal under the circumstances of the case.

(c) Hearings shall be held in the TJC courtroom or other room sufficient in size for all parties unless the parties agree and the tribunal approves otherwise. The tribunal may require the exclusion of any witness or witnesses during the testimony of other witnesses. The tribunal has discretion to determine the manner in which witnesses are examined.

(d) Evidence may also be presented by affidavit, subject to the tribunal's decision on whether to give weight to affidavits, or whether that witness shall be subject to cross-examination.

(e) On application of a party and for use as evidence, the tribunal may permit a deposition to be taken, in the manner and upon the terms designated by the tribunal, of a witness who cannot be subpoenaed or is unable to attend the hearing.

(f) The tribunal shall determine the admissibility, relevance, materiality and weight of the evidence offered.

Rule 23 – Injunctions (Emergency Actions of the Arbitrators)

(a) At the request of either party, the tribunal may take any interim measures it deems necessary to prevent what they determine in their sole discretion to be "irreparable harm", including measures for the conservation of property, disposing of perishable goods, or preserving the testimony of witnesses.

(b) Such interim measures may be established in the form of an interim order. The tribunal may require security for the costs of such measures. The parties expressly agree that a court with jurisdiction may enforce any interim order pursuant to this Rule.

(c) A request for interim measures addressed by any party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement.

Rule 24 – Experts

(a) Any party may hire its own experts at that party's expense to support its claims or defenses.

(b) The tribunal may appoint one or more experts to report to it, in writing, on specific issues to be determined by the tribunal. The parties shall give the expert any relevant information or produce for inspection any relevant documents or goods that the party believes the expert should consider. Any objections to the qualifications of the expert or the expert's credibility or bias should be filed by the objecting party as soon as practical, which the tribunal will consider in making a final decision on the merits of the case. Upon receipt of the expert's report, the TJC shall file the report as part of the record and serve on the parties.

(c) At the request of either party the expert, after delivery of the expert report, may be heard at a hearing where the parties shall have the opportunity to be present and to examine or cross-examine the expert. At this hearing either party may present expert witnesses in order to testify on the points at issue.

Rule 25 – Default

(a) If, within the period of time fixed by the tribunal or these **Rules**, the Claimant has failed to communicate its claim without showing sufficient cause for such failure, the tribunal shall order the proceedings to continue without accepting more evidence, documents, information, or argument from the Claimant.

(b) If one of the parties fails to (a) respond to an order of the tribunal, (b) comply with a deadline under these **Rules** or established by the tribunal, or (c) appear at a hearing, without showing sufficient cause for such failure, the tribunal may proceed with the arbitration without accepting more evidence, documents, information, or argument from the Claimant.

(c) If one of the parties, duly invited to produce documentary evidence, fails to do so within the established period of time, without showing sufficient cause for such failure, the tribunal may make the award on the evidence before it.

Rule 26 – Close of Hearing

The tribunal may inquire of the parties if they have any further proof to offer or witnesses to be heard or submissions to make and, if there are none, it may declare the hearings closed. The tribunal may invite the parties to submit closing briefs within a time limit established by the tribunal. If the tribunal considers it necessary due to exceptional circumstances then, on its own motion or upon motion of a party, the tribunal may reopen the hearings at any time before the award is made.

Rule 27 - Waiver

Any party who does not promptly object to non-compliance with these **Rules** or an order of the tribunal waives that objection. A prompt objection is one made within seven (7) days after the party learns of the noncompliance. The TJC arbitrator has discretion to determine whether noncompliance occurred and whether an objection was lodged in a timely manner.

Rule 28 – The Award

(a) When there is more than one arbitrator on the tribunal, any award or other decision shall be made by a majority of the arbitrators.

(b) Where procedural questions arise, the decision of a majority of the arbitrators controls. Where there is no majority opinion and when authorized by the arbitrators, the presiding arbitrator may decide a procedural issue. The decision shall be subject to revision by a majority of the arbitrators so long as the revision is lodged within seven (7) days.

(c) The tribunal shall make the final award within twenty-eight (28) days of the closing of the hearings. At the request of the arbitrator or a party, the TJC may extend the time limit if it deems the extension to be reasonable and necessary.

Rule 29 – Form and Effect of the Award

(a) In addition to making a final award, the tribunal shall be entitled to make interim, interlocutory, or partial awards.

(b) The award shall be made in writing and shall be final and binding on the parties, who must carry out the award without delay.

(c) The tribunal shall state the reasons upon which the award is based, unless the parties have agreed that no reasons are to be given. The tribunal may consider the conduct of the parties during the arbitration when making its award and award fines or costs separate and aside from the final award.

(d) An award shall be signed by the arbitrators and it shall contain the date on which and the place where the award was made. Where there are three arbitrators and one of them fails to sign, the award shall state the reason for absence of the signature.

(e) The award shall be confidential unless all parties agree in writing otherwise.

(f) Copies of the award signed by the arbitrators shall be served on the parties by the TJC.

(g) If the arbitration law of the country where the award is made requires that the award be filed or registered by the tribunal or the TJC, the tribunal and the TJC will comply with this requirement within the period of time required by law.

Rule 30 – Applicable Law

(a) The tribunal shall apply the law designated by the parties. Failing such designation by the parties, the tribunal shall apply the law determined by the conflict of laws rules which it considers applicable.

(b) In all cases, the tribunal shall decide in accordance with the terms of any valid contract and shall take into account the usages of the trade applicable to the transaction.

(c) Unless the parties agree otherwise, the parties expressly waive and forego any right to punitive, exemplary or similar damages unless a statute requires that compensatory damages be increased in a specified situation. This provision shall not apply to any award of arbitration costs or fines to a party to compensate for dilatory or bad faith conduct in the arbitration.

Rule 31 – Settlement or Other Termination

(a) The tribunal should encourage settlement and may stay the proceedings if the parties agree to mediate.

(b) If, before the award is made, the parties reach a settlement, the tribunal will either issue an order for the termination of the arbitral proceedings or, if requested by both parties and accepted by the tribunal, record the settlement in the form of a final award on agreed terms. The tribunal is not obliged to give reasons for such an award.

(c) If, before the award is made, continuation of the proceedings becomes unnecessary or impossible for any reason not mentioned in paragraph (a), the tribunal shall inform the parties of their intention to issue an order for the termination of the arbitration. The tribunal shall have the power to issue such an order unless a party raises justified grounds for objection. Copies of the order for termination of the arbitral proceedings or of the arbitral award on agreed terms, signed by the arbitrators, shall be served by the TJC to the parties. Where an arbitral award on agreed terms is made, the provisions of Rule 29, paragraphs (b) and (d) to (g), shall apply.

Rule 32 – Interpretation of the Award

(a) Within fourteen (14) days after the receipt of the award, either party, with notice to the other party, may request that the tribunal give an interpretation of the award.

(b) The interpretation shall be given in writing within fourteen (14) days after the receipt of the request. The interpretation shall form part of the award and the provisions of Rule 29, paragraphs (b) to (g), shall apply.

Rule 33 – Correction of the Award

(a) Within fourteen (14) days after the receipt of the award, either party, with notice to the other party, may request the tribunal to correct in the award any errors in computation,

any clerical or typographical errors, or any errors of similar nature. The tribunal may within fourteen (14) days after the communication of the award make such corrections on its own initiative.

(b) Such corrections shall be in writing, and the provisions of Article 31, paragraphs 2 to 7, shall apply.

(c) If a correction is necessitated after fourteen (14) days, the party requesting the correction must pay the TJC a late correction fee, plus any additional arbitrators' fees incurred in revisiting the award, and the TJC may collect a separate retainer for the arbitrators' fees before any corrective actions or analysis are conducted. If the arbitrator or arbitrators who made the award are unavailable or unwilling to participate in the correction, the TJC will appoint an arbitrator from its list to review the award for correction.

Rule 34 – Additional Award

(a) Within fourteen (14) days after the receipt of the award, either party, with notice to the other party, may request the tribunal to make an additional award as to claims presented in the arbitral proceedings but omitted from the award.

(b) If the tribunal consider the request for an additional award to be justified and considers that the omission can be rectified without any further hearings or evidence, it shall complete its award within fourteen (14) days after the receipt of the request.

(c) When an additional award is made, the provisions of Rule 29, paragraphs (b) to (g), shall apply.

Rule 35 – TJC Fees

By agreeing to arbitrate under these Rules, the parties consent to the fees charged by the TJC for filing fees, administrative fees, room reservation fees, and all other fees published by the

TJC, subject to reasonable increase from time to time. The parties acknowledge the fees are reasonable for the services provided. The TJC is not required to take any action until the filing fee and/or any unpaid case administration or management fees have been paid in full. Any additional case-administration fees, deposits, or arbitrator compensation are due when invoiced by the TJC or as otherwise directed by the tribunal. The TJC may reduce fees for a party in the event of extreme hardship, but any reduction in fees does not constitute a waiver of those fees or future fees to be owed. Any payments made to the TJC by credit card will be subject to a third-party vendor processing surcharge, which shall be charged directly to the cardholder. To bypass credit card fees, parties may submit payments via cash, money order, or check, which are accepted by the TJC without surcharge.

Rule 36 – Arbitrator's Fees

Each arbitrator will set his or her own reasonable rates of compensation. The arbitrators' compensation shall be based on the rates disclosed to the parties before the initial conference between the arbitrator and the parties. At the request of any arbitrator, the TJC may require a retainer to secure payment of the arbitrator's fees. Arbitrators may bill the parties separately, or utilize the TJC to bill and collect fees. The TJC will charge a 5% fee to the arbitrators for billing and collection of fees, plus any costs of third-party collection, if necessary. The arbitrators may not charge fees for correction interpretation, or an additional award in accordance with Rules 32, 33 and 34, except for late requests as provided in those Rules.

Rule 37 – Non-Payment of Fees

(a) **Notice of Non-Payment.** If the fees charged by the TJC or any arbitrator, including requests for a retainer, have not been timely paid by a party, the TJC will inform both parties so that one of them may satisfy the required payment. This advance will become part of the award, or act as an offset to the award.

(b) **Motions and Claims.** A party that is paid-in-full may request that the tribunal prohibit a party that is not paid-in-full from making motions or pursuing any claims. In no event, however, will a party be prohibited from defending a claim or counterclaim.

(c) **Suspension of Proceedings.** The tribunal may, in its sole discretion, suspend the proceedings pending resolution of all unpaid amounts.

(d) **Additional Relief and Enforcement.** Nothing in these Rules shall prohibit a party from asking a court of competent jurisdiction to compel a party to pay TJC or arbitrator's fees. Such a request must be considered a method of enforcing a valid arbitration agreement, and does not waive the agreement to arbitrate or in any way affect the issues of jurisdiction or arbitrability.

(e) **Payments on Behalf of Others.** A party may pay on behalf of any other non-paying party. Any such payment on behalf of another party shall become:

a. **Non-Paying Party Loses, Prevailing Party Pays.** Where one party pays on behalf of another party that does not pay, and where a prevailing party is awarded a judgment, that prevailing party shall hold a priority lien on the judgment proceeds as against all other parties.

b. **Non-Paying Party Loses, Arbitrator Proceeds without Payment.** Alternatively, if the arbitrator continues arbitration without payment, the arbitration fees become a priority lien against the judgment. If the paying party loses, the amount of the arbitrator fees not paid with bee added to the judgment as a priority lien in favor of the TJC.

c. **Losing Party Pays Fees for Non-Paying and Non-Paying Party Prevails**. If the non-paying party prevails instead, the fees paid by the paying party on its behalf shall be treated as an individual offset against the total judgment.

(f) **TJC Not A Guarantor.** The TJC serves only as an administrative intermediary in holding advance deposits, managing escrow, and processing billing. It is not responsible for a party's failure to pay arbitrator fees, expenses, or TJC administrative costs. Nor does it guarantee that any requested deposit or retainer will cover all costs of an arbitration phase or the final award. Collecting a retainer does not make the TJC responsible for the parties' underlying obligations.

Rule 38 – Costs

Subject to Rule 37, each party's costs will be paid by the party incurring the costs. The arbitrators' costs will be paid by the parties equally, unless the parties agree otherwise or the arbitrators assess costs to a party in the award.

Rule 39 – Expedited Arbitration

(a) The parties may agree to shorten the various time-limits set out in these **Rules**. Any such agreement entered into after selection and appointment of tribunal shall become effective only upon the approval of the tribunal.

(b) TJC, on its own initiative or at the request of one or more parties, may extend any time limit which has been shortened by the parties under this Article.

Rule 40 – Small Claims; Employment Arbitration; and Consumer Arbitration

This Rule 40 shall apply if the case is a (a) **Small Claims**, (b) **Employment Arbitration**, or (c) **Consumer Arbitration**. These cases are collectively called "**Rule 40 Arbitration**."

(a) "**Small Claims**" are disputes where the amount in controversy is less than $50,000. "**Employment Arbitration**" means disputes involving an employee, as defined by applicable law, seeking a claim against an employer. "**Consumer Arbitration**" means disputes involving a consumer, as defined by applicable law, against a business entity, for consumer goods or services, as defined by applicable law. "**Consumer Arbitration**" also applies to arbitration involving a consumer client in a malpractice case against a professional, such as a lawyer or law firm.

(b) In the event a dispute is a **Rule 40 Arbitration**, the consumer, employee, or either party in a **Small Claims** case, shall be limited to a filing fee of $250.00 for a **Statement of Claim** whether as a **Claimant** or as a counterclaiming **Respondent**. An employer or business shall adhere to the normal fee schedule.

(c) The panel shall consist of one arbitrator, selected pursuant to Rule 8 of these **Rules**.

(d) In a **Consumer Arbitration** or **Employment Arbitration**, the employer or business shall be responsible for arbitration costs.

(e) In any case determined by the TJC or arbitrator to be covered by this rule, the arbitrator shall expedite the procedures and limit discovery in the sole discretion of the arbitrator, in order that the process be commensurate with the resources of the parties and the amount involved.

Rule 41 – TJC Administration

(a) All functions assigned to TJC under these **Rules** will be performed by a three-person committee of persons appointed by the TJC's board of directors, officers, or members.

(b) These **Rules** may be amended from time to time by TJC. These **Rules** and any amendment of them shall apply in the form in effect at the time the administrative filing

requirements are met for a demand for arbitration or submission agreement received by To ensure that you have the most current information, visit the TJC website at www.tjcadr.com.

Rule 42 – Release of Liability of TJC and Arbitrators

(c) Neither the TJC (including its officers and employees) nor any arbitrator is a necessary party in judicial proceedings relating to an arbitration or any other services provided by TJC.

(d) Neither the TJC (including its officers and employees) nor any arbitrator shall be liable to any party for any act or omission in connection with any arbitration conducted under these **Rules**. The parties agree the TJC and any arbitrator have complete immunity. If any party brings an action against the TJC or any arbitrator relating to administrating or arbitrating under these **Rules**, that party shall pay all costs and attorney's fees associated with the TJC or arbitrator's defense of the action. Each party utilizing TJC or TJC arbitrators agrees to indemnify, hold harmless and provide a defense by a counsel selected by TJC or the arbitrator the event the TJC or an arbitrator is joined in a suit arising out of TJC arbitral proceedings.

(e) Any nomination, confirmation, selection, or appointment of an arbitrator by the TJC under these Rules is a purely administrative coordination service. Such appointment or confirmation does not constitute an endorsement, representation, warranty, or guarantee by the TJC regarding the arbitrator's qualifications, legal expertise, professional competence, neutrality, or independence. The parties bear the sole, non-delegable duty to independently investigate, verify, and satisfy themselves of the background, credentials, and suitability of any arbitrator. Any objections should be lodged with the TJC within 14 days of appointment of the arbitrator. By participating in an arbitration under these Rules, the parties permanently, unconditionally, and fully release, hold harmless, and waive any and all claims, demands, or causes of action against the

TJC, its officers, directors, and employees, arising out of, relating to, or alleging the negligent selection, negligent credentialing, appointment, or bias of any arbitrator.

(f) A party must object in writing within 14 days after learning of the arbitrator's appointment or the basis for objection, whichever is later. The objection must state the grounds and include supporting materials. The TJC may request a response, stay the arbitration, replace the arbitrator, or deny the objection. An untimely objection is waived absent good cause. The TJC's decisions under this provision are final and made in its sole discretion; the TJC and its officers, employees, and agents are not liable for any act or omission taken in good faith in administering this provision.

Rule 43 – The TJC Rules of Arbitration Amendment Process

(a) In the event the TJC wishes to amend or modify these **Rules**, the TJC will notify the arbitrators on its list of the proposed changes and the reasons for the proposed changes. The email will also solicit input from the arbitrators on the list, to be provided in writing or otherwise in the next twenty-one (21) days. The TJC may consult experts not included on its list.

(b) After the close of twenty-one (21) days from the notice to the arbitrators on the list, and after reviewing and considering all input for not less than seven (7) days, the TJC will publish the rules fully restated on its website at www.tjcadr.com. The published rules will show the date of publication, which shall be the effective date. ICCA