

UNITED ARBITRATION FEE SCHEDULE

ARBITRATION & MEDIATION (LESS THAN 4 PARTIES):

Each party is charged a \$475 administrative fee for Arbitrations or Mediations. The administrative fee includes one hour of Hearing Officer Time. Hearing Officer Time shall be defined as, but not be limited to, all case review time, study, research, decision preparation time, telephone or verbal conference time, as well as actual hearing/conference time. For instances in which the Hearing Officer Time reserved for the case and/or expended by the Hearing Officer (in any combination) is in excess of one hour, each party will be billed at the rate of \$250 per hour for any additional Hearing Officer Time. Moreover, if a hearing/conference is continued, the parties will be charged a minimum of one (1) hour of Hearing Officer Time for each time a hearing/conference is held.

Any Arbitration or Mediation adjourned with at least 7 business days notice to UA is billable at \$200 to the adjourning party. Any Arbitration or Mediation adjourned without 7 business days notice to UA will be billable at \$300 to the adjourning party. For adjournments or cancellations on the actual hearing date, the adjourning or canceling party will be responsible for the full administrative fee and for the amount of time reserved for that date. In the event the parties have agreed to an ADR proceeding and the case settles or is canceled prior to the hearing/conference date, each party will be billed \$200. In the event the case settles on the hearing/conference date, the parties are responsible for full payment of the administrative fees and for the amount of time reserved for that date. For cases that cannot be finalized in the time reserved by the parties to arbitrate or mediate their matter and, as such, must be continued in a subsequent session, a rescheduling fee of \$150 per party shall apply. Rescheduling fees are only incurred on sessions that are not reserved in advance of the initial Arbitration or Mediation.

ARBITRATION & MEDIATION (4 OR MORE PARTIES):

Each party is charged a \$300 administrative fee. All administrative fees are non-refundable. This fee includes case administration, coordination, scheduling, document handling, faxing and postage. In addition to the administrative fee, for each hour of Hearing Officer Time, hourly fees of \$620 per hour are charged. This fee is split equally among all parties. Hearing Officer Time shall be defined as, but not be limited to, all case review time, study, research, decision preparation time, telephone or verbal conference time, as well as actual hearing/conference time. A 30-minute minimum of Hearing Officer study, research and decision preparation time will be billed for every two hours of scheduled Arbitration/Mediation time. Hourly fees are split equally among all parties for the full duration of the hearing/conference/study and decision preparation time (regardless if any individual party is not present for the total time incurred). Moreover, if a hearing/conference is continued, the parties will be charged a minimum of one (1) hour of Hearing Officer Time for each time a hearing/conference is held.

Any Arbitration or Mediation adjourned with at least 7 business days notice to UA is billable at \$275 to the adjourning party when there are 4 parties. For 5 or more parties, any Arbitration or Mediation adjourned with at least 7 business days notice to UA is calculated as \$300 plus \$100 for each party in excess of 4 and is billable in total to the adjourning party. Any Arbitration or Mediation adjourned without 7 business days notice to UA is billable at \$460 to the adjourning party when there are 4 parties. For 5 or more parties, any Arbitration or Mediation adjourned without 7 business days notice to UA is calculated as \$460 plus \$100 for each party in excess of 4 and is billable in total to the adjourning party. An adjournment on the actual hearing/conference date is billable at \$620 to the adjourning party when there are 4 parties. For 5 or more parties, the adjournment fee is calculated as \$640 plus \$100 for each party in excess of 4 and is billable in total to the adjourning party.

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In the event the parties have agreed to an ADR proceeding and the case settles or is canceled prior to the hearing/conference date, each party will be responsible for the administrative fees as described above. In the event a case settles or is canceled on the hearing/conference date, the parties are responsible for payment of the administrative fees and for the amount of time reserved for that date. For cases that cannot be finalized in the time reserved by the parties to arbitrate or mediate their matter and, as such, must be continued in a subsequent session, a rescheduling fee of \$150 per party shall apply. Rescheduling fees are only incurred on sessions that are not reserved in advance of the initial Arbitration or Mediation.

Administrative fees, advance hearing time reserved and rescheduling fees for continued hearings are due two weeks prior to the hearing date. If a case is scheduled less than two weeks before the hearing date, the fees are due upon receipt of the invoice but in no event later than the hearing date. UA may elect not to commence administration of the claim or not to allow the hearing/conference to proceed until all outstanding fees are paid. Fees for adjournments, cancellations, settlements, and hearing time/Hearing Officer study time are due within 10 days of invoice date.

PAYMENT TERMS

- A. All fees are due and payable by the Claimant when a demand/request is filed and by the Respondent when a demand/request is responded to. In any event, all such fees must be paid before a hearing/conference is scheduled. Fees for adjournments and additional Arbitrator/Mediator time are due within 10 days of invoice date.
- B. To the extent that additional Arbitrator/Mediator time is required beyond that which was originally anticipated or if other circumstances arise whereby additional fees are incurred, UA may direct the parties to make one or several advance, interim or final payments for the costs associated with the Arbitration/Mediation process. Such deposits shall be made to UA. The Arbitrator(s)/Mediator(s) shall not proceed with the Arbitration/Mediation until receiving confirmation that all outstanding payments have been made to UA by the parties.
- C. Each party is responsible to pay the fees billed to them by UA directly to UA. If, as part of the award, the Arbitrator/Mediator orders that a portion of the cost of the Arbitration/Mediation be reimbursed from one party to the other party, such reimbursement is to be made between/among the parties after UA has been paid in full and without the involvement of UA.
- D. In the event that a party fails or refuses to make payments, UA may direct the other party to effect a substitute payment to allow the Arbitration/Mediation to proceed (subject to any Award for costs). In such circumstances, the party paying the substitute payment may be entitled to recover that amount from the defaulting party. UA may elect not to commence administration of the claim or not to allow the hearing/conference to proceed until all outstanding fees are paid.
- E. In the event a dispute arises with respect to the payment of fees, the UA Administrator, in his/her sole discretion, will determine who is responsible for the payment of fees.
- F. All fees are to be paid in U.S. dollars.