

**NAM'S MINIMUM STANDARDS OF
PROCEDURAL FAIRNESS FOR CONSUMER AND
EMPLOYMENT/WORKPLACE ARBITRATIONS**
(Effective December 1, 2021)

NAM will administer Consumer and Employment/Workplace Arbitration cases¹ if they meet the following Minimum Standards for Procedural Fairness. If these protections are not provided for in the agreement, the parties can agree in writing to provide them at the time of the dispute.

1. The pre-dispute clause in the arbitration agreement must be reciprocal such that the clause is binding on all parties.
2. The contract arbitration clause must be clear in order for the Consumer to have proper notice. For example, the clause should be separated from the other contract language, emphasized by a box, larger typeface, color, boldface, italics, or any combination thereof, to give the Consumer proper notice of its existence.
3. The provision must provide the Consumer with full and accurate information regarding the ADR provider and it must set forth a reasonable means by which the Consumer may obtain additional information from the ADR provider regarding arbitration procedures, rules and fees.
4. The Arbitrator(s) must be neutral and independent, and the

¹ NAM considers Consumer cases to be those in which the business has a standardized, systematic application of arbitration clauses with customers and there is minimal, if any, negotiation between the parties as to the procedures or other terms of the arbitration clause. A Consumer is defined as an individual who seeks or acquires any goods or services, primarily for personal, family, or household purposes. These standards do not apply to the use of arbitration in resolving disputes arising from commercial transactions between a lender and commercial borrowers or a company and commercial customers or other financial services such as investment and real estate transactions. Nor do they apply if the agreement to arbitrate was negotiated by the individual Consumer and the company. For purposes of the application of NAM's minimum standards for procedural fairness, when a "Consumer" is mentioned in this document, this reference also includes an employee, applicant for employment and individuals who may be considered independent contractors by the entity or business for whom they are providing services and the dispute relates to their performance of those work-related services and/or payment for those work-related services and/or their designation as an independent contractor.

arbitration should be conducted in a manner which is reasonably convenient for the Consumer.

5. The parties shall have an equal right to participate in the selection of the Arbitrator.

6. The Consumer shall have the right to representation of their own choosing.

7. With respect to the cost of the arbitration, it must be at a reasonable cost to the Consumer based on the circumstances of the dispute and the size and nature of the claim.

8. The arbitration provision must allow for the free exchange of non-privileged information relevant to the dispute through a discovery or exchange of information process.

9. The Arbitrator shall issue a written, reasoned decision.

10. The Arbitrator may award any remedy/relief that would be available in a court of law or in equity.

The application of these standards to any matter is within the sole discretion of NAM, subject to any applicable governing laws or Court order or subsequent review by the Arbitrator.

These guidelines are not a substitute for any applicable rules and procedures under arbitration clauses meeting these requirements.