



**FEES AND COSTS FOR
 BINDING ARBITRATION OR NON-BINDING MEDIATION
 GOVERNED BY NAM'S COMPREHENSIVE RULES AND PROCEDURES**
(for 2 party cases)

The following is a description of the types of fees assessed by NAM, the manner in which the fees are calculated and an explanation of the parties responsible for the various fees. NAM's Comprehensive Rules and Procedures incorporate this Fee Schedule and require that the parties pay the fees set forth herein.

ARBITRATIONS

The parties may elect to have an Arbitration based on Written Submissions or to have an In-Person/Oral Arbitration Hearing.

Arbitration based on Written Submissions is a matter that is resolved by an Arbitrator based solely on the documentary evidence presented.

In-Person/Oral Arbitration Hearing is any proceeding in which an Arbitrator entertains oral testimony or arguments and reviews documents and evidence to render an award, judgment or to settle a dispute. The hearing/conference may take place in-person or via telephone or teleconference.

Depending upon which type of Arbitration is selected, the following fees apply:

Arbitration based on Written Submissions (note that if one of the parties is a Consumer, certain fees may vary. See "Consumer Cases" on page 3):

The following fees apply to Arbitrations based on Written Submissions. These fees include administration of the matter (that is, case administration, coordination, scheduling, document handling, faxing and regular postage) and up to one hour of Hearing Officer time (which includes the combination of conference/pre-hearing conference/hearing time, travel time (if required), study and review of written submissions and documents from the parties, research and award preparation time). If the Hearing Officer spends more than one hour on a matter, the additional time will be billed at \$640 per hour. Based on the size and complexity of a matter, NAM, in its sole discretion, may designate the number of hours for resolution thereof.

<u>Claim Amount</u>	<u>Combined Fee (includes Administrative Fee and up to one hour of Hearing Officer time)</u>
\$0-\$10,000	\$ 850
\$10,001-\$30,000	\$1,275
\$30,001-\$50,000*	\$1,650
\$50,001-\$75,000*	\$2,025
\$75,001-\$125,000*	\$2,150
\$125,001-\$250,000*	\$2,450
\$250,001-\$500,000*	\$3,250
\$500,001-\$1,000,000*	\$4,250
\$1,000,001-\$5,000,000*	\$7,125
\$5,000,001* +	\$12,400
Unspecified claim amount*	\$12,400

*For claims in these categories, if the parties select a “Special-Rate Hearing Officer” as designated as such on NAM’s Roster, please contact NAM.

The Combined Fee is calculated and charged based upon the total amount of the claim(s) for the original claim. For Counterclaims, a fee is separately calculated and charged based upon the total amount of the counterclaim(s). For time spent in excess of the combined hours allotted for the original claim(s) and the counterclaim(s), the parties will split the cost of the additional time on an equal basis.

In-Person/Oral Arbitration Hearing (note that if one of the parties is a Consumer, certain fees may vary. See “Consumer Cases” on page 3):

<u>Claim Amount</u>	<u>Administrative Fee</u>	<u>Arbitration Hearing Fee</u>	<u>Includes (up to)</u>	<u>Cost for Additional Time (per hour)</u>
\$0-\$10,000	\$545	\$ 640	1 hour	\$640
\$10,001-\$30,000	\$825	\$ 640	1 hour	\$640
\$30,001-\$50,000*	\$850	\$1,280	2 hours	\$640
\$50,001-\$75,000*	\$1,025	\$1,280	2 hours	\$640
\$75,001-\$125,000*	\$1,100	\$2,560	4 hours	\$640
\$125,001-\$250,000*	\$1,545	\$2,560	4 hours	\$640
\$250,001-\$500,000*	\$1,935	\$3,840	6 hours	\$640
\$500,001-\$1,000,000*	\$3,130	\$5,120	8 hours	\$640
\$1,000,001-\$5,000,000*	\$4,765	\$5,120	8 hours	\$640
\$5,000,001* +	\$7,825	\$10,240	16 hours	\$640
Unspecified claim amount*	\$7,825	\$10,240	16 hours	\$640

*For claims in these categories, if the parties select a “Special-Rate Hearing Officer” as designated as such on NAM’s Roster, please contact NAM.

The Administrative Fee includes case administration, coordination, scheduling, document handling, faxing and regular postage. Such fee is calculated and charged on a per-claim basis for each claim and for each counterclaim.

The Arbitration Hearing Fee includes the combination of conference/pre-hearing conference/hearing time, travel time (if required), study and review of written submissions and documents from the parties, research and award preparation time. Such fee is calculated and charged based upon the total amount of the claim(s) for the original claim. For Counterclaims, a fee is separately calculated and charged based upon the total amount of the counterclaim(s). For time spent in excess of the combined hours allotted for the original claim(s) and the counterclaim(s), the parties will split the cost of the additional time on an equal basis.

Payment of Fees:

The fees discussed above are to be paid either by one party or split between the two parties depending upon the nature of the Claimant and Respondent as follows:

Non-Consumer Cases:

The Fees shall be paid by the party that files a Demand for Arbitration, thus initiating a claim. Such party must indicate whether the matter is to be decided by an Arbitration based upon Written Submissions or an In-Person/Oral Arbitration Hearing. The total fees (that is, the Combined Fee if based on Written Submissions or the

Administrative Fee and the Arbitration Hearing Fee if an In-Person/Oral Hearing) shall be paid by the Claimant when a Demand for Arbitration is filed. If the responding party agrees with the choice made by the Claimant, the matter will proceed as agreed upon. To the extent that the responding party does not agree with the choice made by the Claimant, the matter will default to an In-Person/Oral Arbitration Hearing. To the extent that a party requests an Arbitration based on Written Submissions and the other party(ies) does (do) not respond within the time frame specified by NAM'S Rules for submitting a reply, the type of arbitration to be conducted will be in accordance with the underlying written agreement providing for arbitration of the matter (if applicable), if specified. If not specified by the underlying written agreement (that is, the agreement is silent on this issue), then the matter will be conducted based on written submissions. To the extent the Claimant has paid insufficient fees to cover the type of hearing, such fees are due and payable before a hearing is scheduled. As part of the Demand for Arbitration, the Claimant may request that the Arbitrator order that all or a portion of the cost of the Arbitration be reimbursed to the Claimant from the Respondent.

Consumer Cases (see Payment Terms, item F below):

Consumer Claimants: A Consumer Claimant pays the following Administrative Fee unless otherwise provided for by agreement between the parties or by applicable law. Notwithstanding the foregoing, in the event the agreement provides for payment of fees by one or more parties contrary to the fees set forth herein, it is solely within the discretion of the NAM administrator to determine if the agreement or the within fee schedule will apply. This Consumer Administrative Fee is limited to the fee shown below. The Business Respondent's fees are shown on page 1 (if Arbitration based on Written Submissions) and on page 2 (if In-Person/Oral Arbitration Hearing).

Claim amount of \$0 - \$10,000:	\$235
For all other claim amounts:	\$290

Such Consumer Administrative Fee shall be paid by the Consumer Claimant when the Demand for Arbitration is filed, thus initiating a claim. The Consumer Claimant must indicate whether the matter is to be decided by an Arbitration based upon Written Submissions or an In-Person/Oral Arbitration Hearing. If the Business Respondent agrees with the choice made by the Claimant, the matter will proceed as agreed upon. To the extent that the responding party does not agree with the choice made by the Claimant, the matter will default to an In-Person/Oral Arbitration Hearing. To the extent that a party requests an Arbitration based on Written Submissions and the other party (ies) does (do) not respond within the time frame specified by NAM'S Rules for submitting a reply, the type of arbitration to be conducted will be in accordance with the underlying written agreement providing for arbitration of the matter (if applicable), if specified. If not specified by the underlying written agreement (that is, the agreement is silent on this issue), then the matter will be conducted based on written submissions. The Business Respondent is responsible for the fees on page 1 (if Arbitration based on Written Submissions) or the fees on page 2 (if In-Person/Oral Arbitration Hearing). Such fees are due and payable by the Business Respondent before a hearing is scheduled. Also, to the extent the Consumer Claimant has not paid the Consumer Administrative Fee, such fees are due and payable before a hearing is scheduled. As part of the Demand for Arbitration, the Consumer Claimant and/or the Business Respondent may request that the Arbitrator order that all or a portion of the cost of the Arbitration be reimbursed between the parties.

Consumer Respondents: The Business Claimant pays the entire Fees except as otherwise noted herein. The Business Claimant must indicate whether the matter is to be decided by an Arbitration based upon Written Submissions or an In-Person/Oral Arbitration Hearing. If the Consumer Respondent agrees with the choice made by the Claimant, the matter will proceed as agreed upon. To the extent that the Consumer Respondent does not agree with the choice made by the Business Claimant, the matter will default to an In-Person/Oral Arbitration Hearing. To the extent that a party requests an Arbitration based on Written Submissions and the other party (ies) does (do) not respond within the time frame specified by NAM'S Rules for submitting a reply, the type of arbitration to be

conducted will be in accordance with the underlying written agreement providing for arbitration of the matter (if applicable), if specified. If not specified by the underlying written agreement (that is, the agreement is silent on this issue), then the matter will be conducted based on written submissions. If the parties agree to an Arbitration based upon Written Submissions, all fees are due and payable by the Business Claimant at the time the Business Claimant files the Demand for Arbitration. Notwithstanding anything herein to the contrary, if the parties agree to an In-Person/Oral Arbitration Hearing (or if this is the default hearing), the Consumer Respondent will be responsible for paying a Consumer Administrative Fee of \$235 if the claim amount is up to \$10,000 or \$290 if the claim amount is in excess of \$10,000. Such amount is due and payable by the Consumer Respondent before a hearing is scheduled. Fees to be charged to the Business Claimant are shown on page 2 (for an In-Person/Oral Arbitration Hearing). The Business Claimant should pay the applicable fees when filing the Demand for Arbitration based upon the choice made by the Business Claimant up front. To the extent the Business Claimant has paid insufficient fees to cover the type of hearing, such fees are due and payable before a hearing is scheduled. As part of the Demand for Arbitration, the Business Claimant and/or the Consumer Respondent may request that the Arbitrator order that all or a portion of the cost of the Arbitration be reimbursed between the parties.

MEDIATIONS*

For Business-to-Business disputes:

Administrative Fee
\$500

Mediation Conference Fee
\$1,280 (includes up to 2 hours of time; additional hours at \$640 per hour)

The above fees are to be split equally between the parties and are due and payable as follows:
by the Claimant at the time a Request for Mediation is filed
by the Respondent at the time a response to the Request for Mediation is filed

For Consumer-to-Business or Business-to-Consumer disputes (see Payment Terms, Item F below):

Administrative Fee
\$790

Mediation Conference Fee
\$1,280 (includes up to 2 hours of time; additional hours at \$640 per hour)

The above fees are to be paid as follows:

Consumer: the Consumer pays \$290 of the Administrative Fee, unless otherwise provided by agreement between the parties or by applicable law. Notwithstanding the foregoing, in the event the agreement provides for payment of fees by one or more parties contrary to the fees set forth herein, it is solely within the discretion of the NAM administrator to determine if the agreement or the within fee schedule will apply.

Business: the Business pays the remainder of the Administrative fee or \$500 and all of the Mediation Conference Fee unless otherwise provided by agreement between the parties or by applicable law. Notwithstanding the foregoing, in the event the agreement provides for payment of fees by one or more parties contrary to the fees set forth herein, it is solely within the discretion of the NAM administrator to determine if the agreement or the within fee schedule will apply.

The fees to be paid by the Consumer and the Business are due and payable as follows:
by the Claimant at the time a Request for Mediation is filed
by the Respondent at the time a response to the Request for Mediation is filed

For Individual-to-Individual disputes:

Administrative Fee
\$500

Mediation Conference Fee
\$1,280 (includes up to 2 hours of time; additional hours at \$640 per hour)

The above fees are to be split equally between the parties and are due and payable as follows:
by the Claimant at the time a Request for Mediation is filed
by the Respondent at the time a response to the Request for Mediation is filed

*If the parties select a “Special-Rate Hearing Officer” as designated as such on NAM’s Roster, please contact NAM.

Adjournment Fees:

The Arbitrator/Mediator may, in his/her discretion, grant a party’s request for postponement of a scheduled In-Person/Oral Hearing/Conference. Any such Arbitration or Mediation adjourned with at least 7 business days notice to NAM before the hearing/conference date is billable to the adjourning party in an amount equal to 50% of the fees for the hours reserved for that date. Any such Arbitration or Mediation adjourned without 7 business days notice to NAM before the hearing/conference date is billable to the adjourning party in an amount equal to the fees for the hours reserved, but in no event less than a minimum fee equal to 2 hours of Arbitrator/Mediator time.

The Arbitrator may, in his/her discretion, grant a party’s request for postponement of the date fixed for the receipt of documentary evidence for an Arbitration based on Written Submissions. Any such Arbitration adjourned with at least 7 business days notice to NAM is billable at \$125 to the adjourning party. Any such Arbitration adjourned without 7 business days notice to NAM is billable at \$180 to the adjourning party.

Administrative, Cancellation and Settlement Fees:

For In-Person/Oral Hearings and Mediation Conferences: All Administrative Fees are non-refundable. Administrative fees are due from all parties even if the matter settles, cancels or is withdrawn prior to the service of a Reply. Additionally, if the Arbitration or Mediation settles or cancels with at least 7 business days notice to NAM, 50% of the Arbitration Hearing/Mediation Conference Fee is non-refundable. If the Arbitration or Mediation settles or cancels without at least 7 business days notice to NAM, all of the Arbitration Hearing/Mediation Conference Fee is non-refundable. Furthermore, if the Hearing Officer has expended any time on the matter (whether such time relates to study and review time, pre-hearing conference/hearing time, etc.), the Arbitration Hearing Fee or the Mediation Conference Fee (as applicable) is also non-refundable. To the extent that the Hearing Officer has expended more time than included in the Arbitration Hearing/Mediation Conference Fee, the parties are responsible for fees for such excess time.

For Arbitrations based on Written Submissions: All Administrative Fees are non-refundable. Administrative fees are due from all parties even if the matter settles, cancels or is withdrawn prior to the service of a Reply. Once the matter has been submitted to NAM and it has been established that the arbitration will be based on Written Submissions, 50% of the Combined Fee is non-refundable. If the Arbitration settles or cancels after the due date of the receipt of documentary evidence, all of the Combined Fee is non-refundable. Furthermore, to the extent that the Hearing Officer has expended more time than the one hour included in the Combined Fee, the parties are responsible for fees for such excess time.

Out-of-Pocket Fees:

Out-of-pocket expenses, if and when incurred, will be billed at cost and without mark-up. Out-of-pocket items that may be chargeable include, but are not limited to, the cost of overnight mail service and the cost of conference/long distance calls.

Special Request Fees:

In the event that additional time is required to be spent by NAM to address special requests by one of the parties, then NAM, in its sole discretion, may impose a supplemental fee of \$225 per special request.

Multi-Party, Tri-Panel and International Cases:

The fees detailed herein are for two-party cases heard in the United States. For cases involving multiple parties or a Tri-panel of Arbitrators or a foreign hearing officer, please request from NAM the specific fee schedule for such matters that is in effect at the time a claim is filed.

Translation or Interpreter Fees:

Normally, if a party requires translation or interpretation services, that party is responsible to find an appropriate service and pay for it directly. If a party requests that NAM directly provide translation or interpretation services and NAM is able to provide such services (note that NAM is not in this business and does not have professional translators), the fee for such service is \$250 per hour.

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, NAM 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 NAM. The Arbitrator(s)/Mediator(s) shall not proceed with the Arbitration/Mediation until receiving confirmation that all outstanding payments have been made to NAM by the parties.

C. Each party is responsible to pay the fees billed to them by NAM directly to NAM. 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 NAM has been paid in full and without the involvement of NAM.

D. In the event that a party fails or refuses to make payments, NAM 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. NAM may elect not to commence administration of the claim or not to allow the hearing/conference to proceed until all outstanding fees are paid. Additionally, NAM reserves the right to withhold release of the

Arbitrator's award, or any decision of the Arbitrator, until all outstanding fees due to NAM from all parties have been paid.

E. In the event a dispute arises with respect to the payment of fees, the NAM Administrator, in his/her sole discretion, will determine who is responsible for the payment of fees.

F. In the event a dispute arises as to the classification of one or more of the parties as a "consumer," the NAM Administrator, in his/her sole discretion, will determine such classification.

G. The NAM Administrator may, in his or her discretion, agree to waive any of the fees payable to NAM by an individual who is indigent and unable to pay.

H. All fees are to be paid in U.S. dollars.

I. Interest will be charged at a rate of 1.5% per month on balances more than 30 days past due.

J. Any questions or concerns regarding invoices should be brought to NAM's attention within 30 days of the receipt of the invoice. Any comments received after 30 days cannot be considered.

Fees and costs are effective as of 7/1/16. All fees are subject to adjustment annually as of July 1st of each year. Arbitrator/Mediator travel time (should any be required) is billable to each party at the assigned Arbitrator/Mediator's travel time rate.