

Dear M *

M *notified me that the parties selected me to arbitrate the above matter. I am pleased to accept this assignment. As an arbitrator, I serve as a neutral intermediary and may not act as an advocate for either party.

Communications. If anyone else should be copied on correspondence, please let me know. If you prefer encrypted email, please let me know.

Confirmation of Receipt. Please confirm receipt of this correspondence.

Disclosures. Please let me know within ten (10) business days if there are any objections to my service as an arbitrator based on the attached disclosure letter and biography or if there is a need for any additional information.

Conference Call. If there are no objections to my service, I propose to hold a preliminary scheduling conference on **(date) at (time)**. If you have a conflict with that date or time, please confer with each other to propose a date and time for the conference call.

Please provide the phone number to use for you for that call.

Counsel may submit any agreements, including proposed schedules for discussion in the conference call. I assume the parties prefer to conduct all prehearing conferences by telephone. If my assumption is incorrect, please let me know.

Arbitration Agreement. Please send me a copy of the parties' arbitration agreement at your earliest convenience.

Arbitration Rules. The National Academy of Arbitrators does not have any procedural rules for conducting an arbitration. If the parties' agreement is silent regarding that topic, then I generally use the American Arbitration Association's Rules. The parties may agree to use another set of rules.

ADR Service Provider. The National Academy of Arbitrators does not act as an ADR service provider. It is my understanding this proceeding will not involve any ADR service provider. If that understanding is incorrect, please let me know.

At the scheduling conference, we can also discuss any questions regarding how to communicate with me and my office since this arbitration is not administered by a third party.

In general, I suggest that for routine administrative matters, such as scheduling conference calls and confirming receipt of documents, that you email me with a copy to the other counsel.

If the parties decide to use an ADR service provider, I suggest using the American Arbitration Association (AAA). Please note that if the AAA's rules apply to this arbitration and no ADR service provider is used, then the AAA will have no affiliation, connection or responsibility for this case even though its rules may be used.

Fees. My daily arbitration rate is **\$xxx per hearing day** and **\$yyy per hour** for management conference calls, study time, review of exhibits, drafting an award and the like. Normally, all actual, out-of-pocket expenses incurred by me during the arbitration are also billed. I will be glad to submit records to support all time and expenses billed. There are not charges for facsimiles, photocopying, long distance, Westlaw, Fastcase, or Casemaker.

Deposits. Typically, following the management conference call I will request a deposit of at least two days to cover any work prior to the arbitration hearing. That deposit may be adjusted depending upon the work anticipated based on the management conference call.

In the event the out-of-pocket expenses, e.g., travel and/or projected time for the arbitration should change following the management conference call, additional deposits may be requested.

An additional deposit to cover the hearing and post-hearing work is typically requested 90 days prior to the hearing.

If a hearing is postponed or cancelled within 60 days of a hearing date, e.g., the parties settle, a fee equal to 50% of the scheduled hearing days, with a minimum fee of one full day, is charged. If a hearing occurs but fewer days are used, there is not a cancellation fee for the day not used, e.g., if the hearing is scheduled for five days but the parties' rest on day four, then there is not a cancellation fee for the fifth day.

At the completion of the arbitration, any unused portion of security deposit will be promptly returned.

Usually, the parties apportion the deposits in accordance with the arbitration agreement. The deposits are to be payable to the firm's trust account.

Ex Parte Communications. To avoid any ex parte communications or in responding to this or any other communication from me, please copy opposing counsel on the communication and please send it to me and opposing counsel using the same method of transmission.

Video Hearing. Hearings combining video and in-person participation are available.

Pandemic. Based on current reports, the parties should plan that one, some, or all participants will request or may be required to participate in hearing preparation or in the hearing remotely via video or phone. For example, individuals may be quarantined due to

illness or exposure to COVID-19 or may have an underlying health condition that leads to a significant risk if they contract COVID-19.

In-person hearings are subject to pandemic conditions and restrictions. For example, safety protocols must be used, and a hearing may be reset if the pandemic makes it unsafe or impractical, e.g., severe or significant uncontrolled transmission exists or a 14-day self-quarantine applies to participants who travel.

Questions. If you have any questions about any of the matters, please let me know.

Again, I appreciate the opportunity to be considered as an arbitrator for this matter.

Very truly yours,