

WHITESHOE

Commercial

Arbitration Rules and Procedures

With Expedited and Large Commercial Dispute Rules Included

www.whiteshoe.net

Rules effective from April, 2024



Important Notice

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 Whiteshoe (also known as Whiteshoe and accessible via www.whiteshoe.net).

Introduction

Each year, many millions of business transactions take place. Occasionally, disagreements develop over these business transactions. Many of these disputes are resolved by arbitration, the voluntary submission of a dispute to an impartial person or persons for final and binding determination. Arbitration has proven to be an effective way to resolve these disputes privately, promptly, and economically.

Whiteshoe is a service offering from Web3 Services, LLC that applies natural language processing to commercial disputes to enable faster, cheaper, and more accurate arbitration services for businesses, attorneys, individuals, trade associations, unions, management, consumers, families, communities, and governments. In these documents “Whiteshoe” will refer to Whiteshoe accessible at www.whiteshoe.net and controlled by Web3 Services, LLC.

Whiteshoe uses proprietary and continually improving natural language models to process and analyze documents and craft judgments. Simply put, the processing power of human individuals in offices is much more expensive than GPU processing. Whiteshoe trains models on vast quantities of commercial case law to create models that understand even the most subtle nuances to commercial disputes. Whiteshoe also provides remote human support to organize the provision of evidence, persuasive documents, and the scope of disputes. In short, a human communicates with the disputing parties to determine the documentary content and scope of dispute, then we use powerful natural language processing technology to quickly provide accurate judgements based on well-established legal precedents.

Standard Arbitration Clause

The parties can provide for arbitration of future disputes by inserting the following clause into their contracts:

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by Whiteshoe Algorithmic Arbitration under its Commercial Arbitration Rules, and judgment on the award rendered by Whiteshoe may be entered in any court having jurisdiction thereof.

Arbitration of existing disputes may be accomplished by use of the following:

We, the undersigned parties, hereby agree to submit to arbitration administered by Whiteshoe under its Commercial Arbitration Rules the following Controversy: (describe briefly). We further agree that we will faithfully observe this agreement and the rules, that we will abide by and perform any award rendered by Whiteshoe, and that a judgment of any court having jurisdiction may be entered on the award. The services of Whiteshoe are generally concluded with the transmittal of the award. Although there is voluntary compliance with most awards, judgment on the award can be entered in a court having appropriate jurisdiction if necessary.

Administrative Fees

Whiteshoe charges a filing fee based on the amount of the claim or counterclaim. This fee information, which is available along with these rules, allows the parties to exercise control over their administrative fees. The fees cover Whiteshoe administrative fees and compute costs. The fees do not include the cost of producing any evidence or receiving legal advice.

Large Commercial Disputes



Unless the parties agree otherwise, the Procedures for Large Commercial Disputes, which appear in this pamphlet, will be applied to all cases administered by Whiteshoe under the Commercial Arbitration Rules in which the disclosed claim or counterclaim of any party is at least \$1,000,000 exclusive of claimed interest, arbitration fees and costs. The key features of these procedures include:

- administration of evidentiary and pleading procedures by a highly trained neutral party human arbitrator.
- teleconference or other remote conferencing when appropriate.
- broad human arbitrator authority to order and control the exchange of information, including depositions.

Under these Rules, if the parties proceed under the Large Commercial Dispute Rules, a human arbitrator may delegate any authority it wishes—except the final natural language processing judgement production—to a human arbitrator.

Commercial Arbitration Rules

R-1. Agreement of Parties

(a) The parties shall be deemed to have made these Rules a part of their arbitration agreement whenever they have provided for arbitration by Whiteshoe under its Commercial Arbitration Rules or for arbitration by Whiteshoe of a domestic commercial dispute without specifying particular rules. These Rules and any amendment to them shall apply in the form in effect at the time the administrative requirements are met for a Demand for Arbitration or Prior Dispute Submission Form received by Whiteshoe. Any disputes regarding which Whiteshoe rules shall apply shall be decided by Whiteshoe. The parties, by written agreement, may vary the procedures set forth in these rules. After appointment of Whiteshoe, such modifications may be made only with the consent of Whiteshoe.

(b) Unless the parties agree or Whiteshoe determines otherwise, the Expedited Procedures shall apply in any case in which no disclosed claim or counterclaim exceeds \$100,000, exclusive of interest, attorneys' fees, and arbitration fees and costs. Parties may also agree to use these Procedures in larger cases. Unless the parties agree otherwise, these Procedures will not apply in cases involving more than two parties. The Expedited Procedures shall be applied as described in Procedures E-1 through E-10, in addition to any other portion of these Rules that is not in conflict with the Expedited Procedures.

(c) Unless the parties agree otherwise, the Procedures for Large Commercial Disputes shall apply to all cases in which the disclosed claim or counterclaim of any party is at least \$1,000,000, exclusive of claimed interest, attorneys' fees, arbitration fees and costs. Parties may also agree to use the Procedures in cases involving claims or counterclaims under \$1,000,000 or in nonmonetary cases. The Procedures for Large Commercial Disputes shall be applied as described in Procedures L-1 through L-3 in addition to any other portion of these Rules that is not in conflict with the Procedures for Large Commercial Disputes.

(d) Parties may, by agreement, apply the Expedited Procedures; the Procedures for Large Commercial Disputes; or the Procedures for the Resolution of Disputes Through Document Submission (Procedure E-6) to any dispute.

(e) All other cases shall be administered in accordance with Rules R-1 through R-60 of these Rules.

R-2. Whiteshoe, Delegation of Duties, Conduct of Parties, Administrative Review Council

(a) When parties agree to arbitrate under these Rules, or when they provide for arbitration by Whiteshoe and an arbitration is initiated under these Rules, they thereby authorize Whiteshoe to administer the arbitration.



(b) The authority and duties of Whiteshoe are prescribed in the agreement of the parties and in these Rules, and may be carried out through such of Whiteshoe representatives as it may direct. Whiteshoe may, in its discretion, assign the administration of an arbitration to any of its offices. Arbitrations administered under these Rules shall only be administered by Whiteshoe or by an individual or organization authorized by Whiteshoe to do so.

(c) Whiteshoe requires that parties and their representatives conduct themselves in accordance with Whiteshoe's Standards of Conduct for Parties and Representatives when utilizing Whiteshoe's services. Failure to do so may result in Whiteshoe's declining to further administer a particular case or caseload.

(d) For cases proceeding under the Procedures for Large Commercial Disputes, and for other cases where Whiteshoe, in its sole discretion, deems it appropriate, Whiteshoe may take the following administrative actions:

- i) determine challenges to the appointment or continuing service of Whiteshoe;
- ii) make an initial determination as to the locale of the arbitration, subject to the power of Whiteshoe to make a final determination; or
- iii) decide whether a party has met the administrative requirements to file an arbitration under these Rules.

R-3. Human Arbitrators

Whiteshoe will maintain relationships with qualified legal professionals whom may be appointed under these rules. For these purposes qualified means a person who has received postgraduate legal training and has successful experience in legal practice. The appointment of human arbitrator to handle pleadings and evidentiary matters is only assured in Large Commercial Disputes. In all other cases such human arbitrator appointment is discretionary by Whiteshoe. The parties may plead for a human arbitrator, but Whiteshoe is not obligated to provide one except when the parties proceed under the Large Commercial Dispute Rules. The term "human arbitrator" in these Rules refers to an arbitration panel, constituted for a particular case, whether composed of one or more human arbitrators, or to an individual human arbitrator, as the context requires. If such a human arbitrator is appointed, Whiteshoe may delegate any or its authority and responsibility to such Whiteshoe—except the final natural language processing judgement production.

NOTICE: Under these rules human arbitrators are only obligatory when the parties proceed under the Large Commercial Dispute Rules and at least one party asks for such human arbitrator. When a human arbitrator is attached to a case under these rules, such human arbitrator will only control the pleading and evidentiary process that will define the inputs to be submitted to the Whiteshoe natural language processing models. In all cases that are not under the Large Commercial Dispute Rules, Whiteshoe retains discretions to appoint or not appoint a human arbitrator. If no such human arbitrator is appointed, then the evidentiary and pleading process will be conducted in a streamlined manner remotely by Whiteshoe administrative staff.

R-4. Filing Requirements and Procedures

(a) Filing Requirements

- (i) Arbitration under an arbitration provision in a contract shall be initiated by the initiating party ("claimant") filing with Whiteshoe a Demand for Arbitration, the administrative filing fee, and a copy of the applicable arbitration agreement from the parties' contract which provides for arbitration. The filing fee must be paid before a matter is considered properly filed.
- (ii) Arbitration pursuant to a court order shall be initiated by the initiating party filing with Whiteshoe a Demand for Arbitration, the administrative filing fee, and a copy of any applicable arbitration agreement from the parties' contract which provides for arbitration.
 - (a) The filing party shall include a copy of the court order.
 - (b) The filing fee must be paid before a matter is considered properly filed. If the court order directs that a specific party is responsible for the filing fee, it is the responsibility of the filing party to either make such payment to Whiteshoe and seek reimbursement as directed in the



court order or to make other such arrangements so that the filing fee is submitted to the Whiteshoe with the Demand.

(c) The party filing the Demand with Whiteshoe is the claimant and the opposing party is the respondent regardless of which party initiated the court action. Parties may request that Whiteshoe alter the order of proceedings if necessary pursuant to Rule R-33.

(iii) Parties to any existing dispute who have not previously agreed to use these Rules may commence an arbitration under these Rules by filing a written Prior Dispute Submission Form and the administrative filing fee. To the extent that the parties' Prior Dispute Submission Form contains any variances from these Rules, such variances should be clearly stated in the Prior Dispute Submission Form.

(iv) Information to be included with any arbitration filing includes:

- (a) the name of each party;
- (b) the address of each party and, if known, the telephone number and email address;
- (c) if applicable, the name, address, telephone number, and email address of any known representative for each party;
- (d) a statement setting forth the nature of the claim including the relief sought and the amount involved; and
- (e) the locale requested if the arbitration agreement does not specify one.

(b) Filing Procedures

(i) The initiating party may file or submit a dispute to Whiteshoe in the following manner:

- (a) By submitting a completed file claim form to fileclaim@whiteshoe.net or admin@whiteshoe.net
- (b) any other method described at www.whiteshoe.net

(ii) The filing party shall simultaneously provide a copy of the Demand and any supporting documents to the opposing party

(iii) Any papers, notices, or process necessary or proper for the initiation of an arbitration under this Rule may be served on a party:

- (a) by mail addressed to the party or its authorized representative at their last known address;
- (b) by electronic service/email, with the prior agreement of the party being served;
- (c) by personal service; or
- (d) by any other service methods provided for under the applicable procedures of the courts of the state where the party to be served is located.

(iv) Whiteshoe shall provide notice to the parties (or their representatives if so named) of the receipt of a Demand or Submission when the administrative filing requirements have been satisfied. The date on which the filing requirements are satisfied shall establish the date of filing the dispute for administration. However, all disputes in connection with Whiteshoe's determination of the date of filing may be decided by Whiteshoe.

(v) It is the responsibility of the filing party to ensure that any conditions precedent to the filing of a case are met prior to filing an arbitration, as well as any time requirements associated with the filing. Any dispute regarding whether a condition precedent has been met may be raised during pleading.

(vi) Whiteshoe has the authority to make an administrative determination whether the filing requirements set forth in this Rule have been met.

(vii) If the filing does not satisfy the filing requirements set forth in Section (a) above, Whiteshoe shall acknowledge to all named parties receipt of the incomplete filing, and the filing may be returned to the initiating party.

(c) Authority. Any decision made by Whiteshoe regarding filing requirements and procedures shall not interfere with Whiteshoe's authority to determine jurisdiction pursuant to Rule R-7.

R-5. Answers and Counterclaims

(a) A respondent may file an answering statement with Whiteshoe within 14 calendar days after notice of the filing of the Demand is sent by Whiteshoe. The respondent shall, at the time of any such filing, send a copy of any answering statement to the claimant and to all other parties to the arbitration. If no answering



statement is filed within the stated time, the respondent will be deemed to deny the claim. Failure to file an answering statement shall not operate to delay the arbitration.

(b) A respondent may file a counterclaim at any time after notice of the filing of the Demand is sent by Whiteshoe, subject to the limitations set forth in Rule R-6. The respondent shall send a copy of the counterclaim to the claimant and all other parties to the arbitration. If a counterclaim is asserted, it shall include a statement setting forth the nature of the counterclaim including the relief sought and the amount involved. The filing fee as specified in the applicable Whiteshoe Fee Schedule must be paid at the time of filing. The claimant may file an answering statement or reply in response to the counterclaim with Whiteshoe within 14 calendar days after notice of the filing of the counterclaim is sent by Whiteshoe.

(c) If the respondent alleges that a different arbitration provision is controlling, the matter will be administered in accordance with the arbitration provision submitted by the initiating party subject to a final determination by Whiteshoe.

(d) If the counterclaim does not meet the requirements for filing a claim and the deficiency is not cured by the date specified by Whiteshoe, it may be returned to the filing party.

R-6. Changes of Claim

(a) At any time prior to the close of the pleadings, or by any earlier date established by Whiteshoe, a party may increase or decrease the amount of its claim or counterclaim. Written notice of the change of claim amount must be provided to Whiteshoe and all parties. If the change of claim amount results in an increase in the administrative fee, the balance of the fee is due before the change of claim or counterclaim amount may be effective. After a human arbitrator is appointed, however, a party may increase the amount of its claim or counterclaim, or alter its request for non-monetary relief, only with such human arbitrator's consent.

(b) Any new or different claim or counterclaim, as opposed to an increase or decrease in the amount of a pending claim or counterclaim, shall be made in writing and filed with Whiteshoe, and a copy shall be provided to the other party, who shall have 14 calendar days from the date of such transmittal within which to file an answer to the proposed change of claim or counterclaim with Whiteshoe. After a human arbitrator is appointed, however, no new or different claim or counterclaim may be submitted except with such human arbitrator's consent.

(c) A party that filed a claim or counterclaim of an undisclosed or undetermined amount must specify the amount of the claim or counterclaim to Whiteshoe and all parties at least seven calendar days prior to the termination of the pleadings or by any other date established by Whiteshoe. If the disclosed amount of the claim or counterclaim results in an increased filing fee, that fee must be paid at the time the claim or counterclaim amount is disclosed. For good cause shown and with the consent of Whiteshoe, a party may proceed to the pleadings with an undisclosed or undetermined claim or counterclaim, provided that the final amount of the claim or counterclaim is set forth in a post-pleadings brief or submission and any appropriate filing fee is paid.

R-7. Jurisdiction

(a) Whiteshoe will have the power to rule on its own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or to the arbitrability of any claim or counterclaim, without any need to refer such matters first to a court.

(b) Whiteshoe shall have the power to determine the existence or validity of a contract of which an arbitration clause forms a part. Such an arbitration clause shall be treated as an agreement independent of the other terms of the contract. A decision by Whiteshoe that the contract is null and void shall not for that reason alone render invalid the arbitration clause.



(c) A party must object to the jurisdiction of Whiteshoe or to the arbitrability of a claim or counterclaim no later than the filing of the answering statement to the claim or counterclaim that gives rise to the objection. Whiteshoe may rule on such objections as a preliminary matter or as part of the final award.

R-8. Consolidation and Joinder

(a) Consolidation

- i) Two or more arbitrations may be consolidated if all parties to all the arbitrations to be consolidated so agree.
- ii) Unless all parties agree to consolidation, the party requesting consolidation of two or more arbitrations must file with Whiteshoe and serve on all other parties a written request for consolidation with the supporting reasons for such request within 90 days of the date Whiteshoe determines that all administrative filing requirements were satisfied for the last-filed case that is part of the consolidation request. Such time limit may be extended by Whiteshoe in the first-filed case upon a showing of good cause for the late request. The other parties to the arbitrations shall provide their written responses to the consolidation request within 10 calendar days after Whiteshoe sends notice of receipt of the request.
- iii) At its discretion, Whiteshoe either may direct that the consolidation request be decided by a human arbitrator appointed in the first-filed case or may appoint a consolidation human arbitrator for the sole purpose of deciding the consolidation request.
- iv) Whiteshoe may order consolidation of two or more cases for all purposes or for such limited purposes and under such conditions as Whiteshoe may direct.
- v) Absent agreement of all parties, a human arbitrator appointed for the sole purpose of deciding the consolidation request shall have no further power to act, and shall be removed from the case, after the consolidation request is decided.
- vi) In deciding whether to consolidate, Whiteshoe or a human arbitrator shall take into account all relevant circumstances, including:
 - a) the terms and compatibility of the agreements to arbitrate,
 - b) applicable law,
 - c) the timeliness of the request to consolidate and the progress already made in the arbitrations,
 - d) whether the arbitrations raise common issues of law and/or fact, and
 - e) whether consolidation of the arbitrations would serve the interests of justice and efficiency.

(b) Joinder

- i) Additional parties may be joined to an arbitration if all parties to the arbitration and the parties proposed to be joined so agree.
- ii) Absent such consent, all requests for joinder must be submitted to Whiteshoe prior to the termination of pleadings pursuant to these Rules. Whiteshoe may extend this deadline on a showing of good cause for the late request.
- iii) If the existing parties and the parties proposed to be joined are unable to agree to the joinder of those additional parties to an ongoing arbitration, Whiteshoe shall decide whether parties should be joined. If a human arbitrator has not yet been appointed in the case, Whiteshoe may appoint a human arbitrator for the sole purpose of deciding the joinder request. Absent agreement of all parties, a human arbitrator appointed for the sole purpose of deciding the joinder request shall have no further power to act, and shall be removed from the case, after the joinder request is decided.
- iv) The party requesting the joinder of one or more parties to a pending arbitration must file with Whiteshoe a written request that provides the names and contact information for such parties; the names and contact information for the parties' representatives, if known; and the supporting reasons for such request, including applicable law. The requesting party must provide a copy of the joinder request to all parties in the arbitration and all parties it seeks to join at the same time it files the request with Whiteshoe. The other parties to the arbitration and the parties sought to be joined shall provide their written responses to the joinder request within 14 days after Whiteshoe sends notice of receipt of the request for joinder.



v) The requesting party shall comply with the provisions of Rule R-4(a) as to all parties sought to be joined.

(c) If Whiteshoe determines that separate arbitrations shall be consolidated or that the joinder of additional parties is permissible, Whiteshoe may also determine:

- i) whether any human arbitrator previously appointed to an existing case that was consolidated shall remain on the newly constituted case;
- ii) whether any human arbitrator previously appointed to a case where additional parties have been joined shall remain;
- iii) if appropriate, a process for selecting human arbitrator(s) to fill any vacancies; and
- iv) unless agreed otherwise by the parties, the allocation among the parties of human arbitrator compensation and expenses, subject to reapportionment by Whiteshoe.

(d) Whiteshoe may take reasonable administrative actions to accomplish any consolidation or joinder ordered by a human arbitrator, determined by Whiteshoe solely, or as agreed to by the parties. Pending the determination on a consolidation or joinder request, Whiteshoe shall have the authority to stay the arbitration or arbitrations impacted by the consolidation or joinder request, at its sole discretion.

R-9. Interpretation and Application of Rules

Whiteshoe shall interpret and apply these Rules insofar as they relate to the Whiteshoe's powers and duties. When there is more than one human arbitrator and a difference arises among them concerning the meaning or application of these Rules, it shall be decided by a majority vote. If that is not possible, any human arbitrator or a party may refer the question to Whiteshoe for final decision. All other rules shall be interpreted and applied by Whiteshoe.

R-10. Mediation

Whiteshoe is not obligated to provide any mediation services to the parties, although if so requested, Whiteshoe or appointed human arbitrators may assist the parties in mediation. The parties shall maintain good faith interactions towards one another during the arbitration process. Nothing in these rules shall prevent the parties from achieving a mediated resolution of their dispute notwithstanding the Whiteshoe AI judgment on the merits.

R-11. Administrative Conference

At the request of any party or upon Whiteshoe's own initiative, Whiteshoe may conduct an administrative conference, in person, by videoconference or by telephone, with the parties and/or their representatives. The conference may address such issues as human arbitrator selection, mediation of the dispute, potential exchange of information, a timetable for pleadings, and any other administrative matters.

R-12. Fixing of Locale

Whiteshoe will provide no locales or human representatives at locales for any purpose, except for the arrangement of human arbitrators in certain cases. The parties shall communicate with Whiteshoe via remote electronic means.

The parties may mutually agree on the locale where mediations, negotiations, exchange of information, or meetings with human arbitrators is to be held. When the parties' arbitration agreement requires a specific locale, absent the parties' agreement to change it, or a determination by Whiteshoe that applicable law requires a different locale, the locale shall be that specified in the arbitration agreement.

Any disputes regarding the locale that are to be decided by Whiteshoe must be submitted to Whiteshoe and all other parties within 14 calendar days after Whiteshoe sends notice of the filing of the Demand or



by the date established by Whiteshoe. Disputes regarding locale shall be determined in the following manner:

- (a) When the parties' arbitration agreement is silent with respect to locale, and if the parties disagree as to the locale, Whiteshoe shall initially determine the locale, subject to the power of a human arbitrator after appointment to make a final determination on the locale.
- (b) If the reference to a locale in the arbitration agreement is ambiguous, and the parties are unable to agree to a specific locale, Whiteshoe shall determine the locale, subject to the power of a human arbitrator to finally determine the locale.
- (c) If the parties' arbitration agreement specifies more than one possible locale, the filing party may select any of the specified locales at the time of filing, subject to the power of a human arbitrator to finally determine the locale.

The human arbitrator, at Whiteshoe's sole discretion, shall have the authority to conduct special hearings for document production purposes or otherwise at other locations if reasonably necessary and beneficial to the process.

R-13. Appointment of Human Arbitrator

If there will be a human arbitrator on the case and if the parties have not selected a preferred human arbitrator and have not provided any other method of appointment, then the human arbitrator will be appointed in the following manner:

- (a) Whiteshoe shall send simultaneously to each party to the dispute an identical list of 5 (unless Whiteshoe decides that a different number is appropriate) names of persons. The parties are encouraged to agree to a human arbitrator from the submitted list and to advise Whiteshoe of their agreement.
- (b) If the parties are unable to agree upon a human arbitrator, each party to the dispute shall have 14 calendar days from the transmittal date in which to strike names objected to, number the remaining names in order of preference, and return the list to Whiteshoe. At its discretion, Whiteshoe may limit the number of strikes permitted. The parties are not required to exchange selection lists. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable to that party. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, Whiteshoe will invite the acceptance of a human arbitrator to manage the evidentiary process and pleadings. If the parties fail to agree on any of the persons named, or if acceptable human arbitrators are unable to act, or if for any other reason the appointment cannot be made from the submitted lists, Whiteshoe will have the power to make the appointment.
- (c) Unless the parties agree otherwise, when there are two or more claimants or two or more respondents, Whiteshoe may appoint all human arbitrators.

R-14. Direct Appointment by Party

(a) If the agreement of the parties names a specific human arbitrator or specifies a method of appointing a human arbitrator, that designation or method shall be followed. If a party selects a human arbitrator for appointment, it shall file the name, address, telephone number, and email address of such human arbitrator with Whiteshoe. Upon the request of any appointing party, Whiteshoe shall submit a list of possible human arbitrators. NOTE: Any arbitration under these rules will be ultimately decided by Whiteshoe computing processes. Human arbitrators under these rules merely control the evidentiary and pleading processes in which the parties will define the information to submit for judgement.



(b) Where the parties have agreed that each party is to name one human arbitrator, the human arbitrators so named must meet the standards of Rule R-19 with respect to impartiality and independence unless the parties have specifically agreed pursuant to Rule R-19(b) that the party-appointed human arbitrators are to be non-neutral and need not meet those standards.

(c) If the agreement specifies a period of time within which a human arbitrator will be appointed and any party fails to make the appointment within that period, Whiteshoe will make the appointment if a human arbitrator is appropriate under these rules.

(d) If no period of time is specified in the agreement, Whiteshoe shall notify the party to make the appointment. If within 14 calendar days after such notice has been sent, a human arbitrator has not been appointed by a party, Whiteshoe shall make the appointment if a human arbitrator is appropriate under these rules.

R-15. Appointment of Chairperson by Party-Appointed Arbitrators, Parties, or Whiteshoe

(a) Where there is a panel of three or more human arbitrators, one human arbitrator will be designated as the panel chairperson. Such designation will be according to the terms of the parties' arbitration agreement. However, if the parties' arbitration agreement does not specify how the chairperson is to be selected, the chairperson can be designated, at Whiteshoe's discretion, by the party-appointed human arbitrator, the parties, the panel, or Whiteshoe.

(b) If the arbitration agreement specifies a period of time for appointment of the chairperson and no appointment is made within that period or any agreed extension, Whiteshoe may appoint the chairperson. If no period of time is specified for appointment of the chairperson, and the party-appointed human arbitrator or the parties do not make the appointment within 14 calendar days from the date of the appointment of the last party-appointed human arbitrator, Whiteshoe may appoint the chairperson.

(c) Absent the agreement of the parties, Whiteshoe shall appoint the chairperson.

R-16. Nationality of Arbitrator

Where the parties are nationals of different countries, Whiteshoe, at the request of any party or on its own initiative, may appoint as human arbitrator a national of a country other than that of any of the parties. The request must be made before the time set for the appointment of human arbitrator as agreed by the parties or set by these Rules.

R-17. Number of Arbitrators

(a) The parties may agree on the number of human arbitrators to hear and determine the case. If the arbitration agreement does not specify the number of human arbitrators or is ambiguous, and the parties do not otherwise agree, the dispute shall be heard and determined by one human arbitrator, unless Whiteshoe, in its discretion, directs that three human arbitrators be appointed. A party may request three human arbitrators in the Demand or Answer, which Whiteshoe will consider in exercising its discretion regarding the number of human arbitrators appointed to the dispute.

(b) Use of terms such as "arbitrator", "an arbitrator", or "arbitrators" in the arbitration agreement, without further specifying the number of human arbitrators, shall not be deemed by Whiteshoe to reflect an agreement as to the number of human arbitrators.

(c) Any request for a change in the number of human arbitrators as a result of an increase or decrease in the amount of a claim or a new or different claim must be made to Whiteshoe and other parties to the arbitration no later than seven calendar days after receipt of the Rule R-6-required notice of change of



claim amount. If the parties are unable to agree with respect to the request for a change in the number of human arbitrators, Whiteshoe shall make that determination.

R-18. Disclosure

(a) Any person appointed or to be appointed as a human arbitrator, as well as the parties and their representatives, shall disclose to Whiteshoe any circumstance likely to give rise to justifiable doubt as to such human arbitrator's impartiality or independence, including any bias or any financial or personal interest in the result of the arbitration or any past or present relationship with the parties or their representatives. Such obligation shall remain in effect throughout the arbitration. Failure on the part of a party or a representative to comply with the requirements of this Rule may result in the waiver of the right to object to a human arbitrator in accordance with Rule R-42.

(b) Upon receipt of such information from a human arbitrator or another source, Whiteshoe shall communicate the information to the parties.

(c) Disclosure of information pursuant to this Rule R-18 is not an indication that the human arbitrator considers the disclosed circumstance likely to affect impartiality or independence.

R-19. Disqualification of Arbitrator

(a) Any human arbitrator shall be impartial and independent and shall perform his or her duties with diligence and in good faith, and shall be subject to disqualification for:

- i) partiality or lack of independence,
- ii) inability or refusal to perform his or her duties with diligence and in good faith, and
- iii) any grounds for disqualification provided by applicable law.

(b) The parties may agree in writing, however, that human arbitrators directly appointed by a party pursuant to Rule R-14 shall be non-neutral, in which case such human arbitrators need not be impartial or independent and shall not be subject to disqualification for partiality or lack of independence.

(c) Upon objection of a party to the continued service of a human arbitrator, or on its own initiative, Whiteshoe shall determine whether a human arbitrator should be disqualified on the grounds set out above, and shall inform the parties of its decision, which shall be conclusive.

R-20. Communication with Arbitrator

(a) No party and no one acting on behalf of any party shall communicate ex parte with a human arbitrator or a candidate for human arbitrator concerning the arbitration, except that a party, or someone acting on behalf of a party, may communicate ex parte with a candidate for direct appointment pursuant to Rule R-14 in order to advise the candidate of the general nature of the controversy and of the anticipated proceedings and to discuss the candidate's qualifications, availability, or independence in relation to the parties or to discuss the suitability of candidates for selection as a third human arbitrator where the parties or party-designated human arbitrators are to participate in that selection.

(b) Rule R-20(a) does not apply to human arbitrators directly appointed by the parties who, pursuant to Rule R-19(b), the parties have agreed in writing are non-neutral. Where the parties have so agreed under Rule R-19(b), Whiteshoe shall as an administrative practice suggest to the parties that they agree further that Rule R-20(a) should nonetheless apply prospectively.



(c) As set forth in Rule R-44, unless otherwise instructed by Whiteshoe, in the Rules, or by Whiteshoe, any documents submitted by any party to Whiteshoe or to the Whiteshoe shall simultaneously be provided to the other party or parties to the arbitration.

R-21. Vacancies

(a) If for any reason a human arbitrator is unable or unwilling to perform the duties of the office, Whiteshoe may, on proof satisfactory to it, declare the office vacant. Vacancies shall be filled in accordance with the applicable provisions of these Rules.

(b) In the event of a vacancy in a panel of neutral human arbitrators after the pleadings have commenced, the remaining human arbitrator or human arbitrators may continue with the pleadings and determination of the controversy, unless the parties agree otherwise.

(c) In the event of the appointment of a substitute Whiteshoe, the panel of human arbitrators shall determine in its sole discretion whether it is necessary to repeat all or part of any prior pleadings.

R-22. Preliminary Hearing

(a) At the discretion of Whiteshoe and depending on the size and complexity of the arbitration, a preliminary hearing may be scheduled as soon as practicable after a human arbitrator has been appointed. The parties should be invited to attend the preliminary hearing along with their representatives. The preliminary hearings may be conducted in person, by video conference, or by telephone.

(b) At the preliminary hearings, the parties and human arbitrator should be prepared to discuss and establish a procedure for the conduct of the arbitration that is appropriate to achieve a fair, efficient, and economical resolution of the dispute. Procedures P-1 and P-2 of these Rules address the issues to be considered at the preliminary hearing.

R-23. Pre-Hearing Exchange and Production of Information

(a) Authority of Whiteshoe. Whiteshoe shall manage any necessary exchange of information among the parties with a view to achieving an efficient and economical resolution of the dispute, while at the same time promoting equality of treatment and safeguarding each party's opportunity to fairly present its claims and defenses.

(b) Documents. Whiteshoe may, on application of a party or on the human arbitrator's own initiative:

- i) require the parties to exchange documents in their possession or custody on which they intend to rely;
- ii) require the parties to update their exchanges of the documents on which they intend to rely as such documents become known to them;
- iii) require the parties, in response to reasonable document requests, to make available to the other party documents in the responding party's possession or custody, not otherwise readily available to the party seeking the documents, and reasonably believed by the party seeking the documents to exist and to be relevant and material to the outcome of disputed issues; and
- iv) require the parties, when documents to be exchanged or produced are maintained in electronic form, to make such documents available in the form most convenient and economical for the party in possession of such documents, unless Whiteshoe determines that there is good cause for requiring the documents to be produced in a different form. The parties should attempt to agree in advance upon, and Whiteshoe may determine, reasonable search parameters to balance the need



for production of electronically stored documents relevant and material to the outcome of disputed issues against the cost of locating and producing them.

R-24. Enforcement Powers of Whiteshoe

Whiteshoe shall have the authority to issue any orders necessary to enforce the provisions of Rules R-22 and R-23 and any other rule or procedure for the purpose of achieving a fair, efficient and economical resolution of the case, including, without limitation:

- (a) conditioning any exchange or production of confidential documents and information, and the admission of confidential evidence at the pleadings, on appropriate orders to preserve such confidentiality;
- (b) imposing reasonable search parameters for electronic and other documents if the parties are unable to agree;
- (c) allocating costs of producing documentation, including electronically stored documentation;
- (d) in the case of willful non-compliance with any order issued by Whiteshoe, drawing adverse inferences, excluding evidence and other submissions, and/or making special allocations of costs or an interim award of costs arising from such non-compliance; and
- (e) issuing any other enforcement orders which Whiteshoe is empowered to issue under applicable law.

R-25. Date, Time, Place, and Method of Hearing

In the event that a human arbitrator is appointed and a hearing will be held, the human arbitrator shall set the date, time, place, and method (including video, audio or other electronic means when appropriate) for each hearing. The parties shall respond to requests for pleadings dates in a timely manner, be cooperative in scheduling the earliest practicable date, and adhere to the established pleadings schedule. The human arbitrator shall send a notice of pleadings to the parties at least 10 calendar days in advance of the pleadings date, unless otherwise agreed by the parties.

R-26. Attendance at Hearing

The human arbitrator and Whiteshoe shall maintain the privacy of the hearings unless the law provides to the contrary. Any person having a direct interest in the arbitration is entitled to attend hearings. The human arbitrator shall otherwise have the power to require the exclusion of any witness, other than a party or other essential person, during the testimony of any other witness. It shall be discretionary with the human arbitrator to determine the propriety of the attendance of any other person.

R-27. Representation

In hearings, pleadings, or any other part of the Whiteshoe arbitration process, any party may participate without representation (*pro se*), or by counsel or any other representative of the party's choosing, unless such choice is prohibited by applicable law. A party intending to be so represented shall notify the other party and Whiteshoe of the name, telephone number and address, and email address if available, of the representative at least seven calendar days prior to the date set for the hearing or other event at which that person is first to appear. When such a representative initiates an arbitration or responds for a party, notice is deemed to have been given.



R-28. Oaths

After appointment, but before taking any official action, each human arbitrator may take an oath of office and, if required by law, shall do so. The human arbitrator may require witnesses to testify under oath administered by any duly qualified person and, if it is required by law or requested by any party, shall do so.

R-29. Official Record of Proceedings

(a) Any party desiring a transcribed record of a hearing shall make arrangements directly with a transcriber or transcription service and shall notify the human arbitrator and the other parties of these arrangements at least seven calendar days in advance of the hearing. The requesting party or parties shall pay the cost of the record.

(b) No other means of recording any proceeding will be permitted absent the agreement of the parties or per the direction of Whiteshoe.

(c) If the transcript or any other recording is agreed by the parties or determined by Whiteshoe to be the official record of the proceeding, it must be provided to Whiteshoe and made available to the other parties at the direction of the Whiteshoe.

(d) The human arbitrator may resolve any disputes with regard to apportionment of the costs of the transcription or other recording.

R-30. Interpreters

Any party wishing an interpreter shall make all arrangements directly with the interpreter and shall assume the costs of the service.

R-31. Postponements

The human arbitrator may postpone any hearings upon agreement of the parties, upon request of a party for good cause shown, or upon the human arbitrator's own initiative.

R-32. Hearings in the Absence of a Party or Representative

Unless the law provides to the contrary, hearings may proceed in the absence of any party or representative who, after due notice, fails to be present or fails to obtain a postponement. An award shall not be made solely on the default of a party. The human arbitrator shall require the party who is present to submit such evidence as the human arbitrator may require for the making of an award.

R-33. Conduct of Proceedings

(a) The following general procedure applies under these rules for the pleading process, hearings, and other proceedings: the claimant will present evidence to support its claim. The respondent will then present evidence to support its defense. Witnesses for each party shall also submit to questions from Whiteshoe and the adverse party. Whiteshoe has the discretion to vary this procedure, provided that the parties are treated with equality and that each party has the right to be heard and is given a fair opportunity to present its case.



(b) In the case of pleadings, all communication will be directed remotely via internet modes of communication. Each party will receive copies of the submissions of other parties and have a chance to reply. The pleadings interchange will continue for as many rounds as are necessary or until Whiteshoe decides the process is complete.

(c) The Whiteshoe may also allow for some or all of the presentation of evidence by alternative means including video, audio or other electronic means other than an in-person presentation. Such alternative means must afford a full opportunity for all parties to present any evidence that Whiteshoe deems material and relevant to the resolution of the dispute and, when involving witnesses, provide an opportunity for cross-examination.

R-34. Dispositive Motions

(a) Whiteshoe may allow the filing of and make rulings upon a dispositive motion only if Whiteshoe determines the moving party has shown that the motion is likely to succeed and to dispose of or narrow the issues in the case.

(b) Consistent with the goal of achieving an efficient and economical resolution of the dispute, Whiteshoe shall consider the time and cost associated with the briefing of a dispositive motion in deciding whether to allow any such motion.

(c) Fees, expenses, and compensation associated with a motion or an application to make a motion may be assessed as provided for in Rule R-49(c).

R-35. Evidence

(a) The parties may offer such evidence as is relevant and material to the dispute and shall produce such evidence as Whiteshoe may deem necessary to an understanding and determination of the dispute. Conformity to legal rules of evidence is not necessary. All evidence shall be distributed to Whiteshoe, any human arbitrators, and all of the parties, except where any of the parties is absent, in default, or has waived the right to be present.

(b) Whiteshoe shall determine the admissibility, relevance, and materiality of the evidence offered and may exclude evidence deemed by Whiteshoe to be cumulative or irrelevant.

(c) Whiteshoe shall take into account applicable principles of legal privilege, such as those involving the confidentiality of communications between a lawyer and client.

(d) Whiteshoe, a human arbitrator, or other person authorized by law to subpoena witnesses or documents may do so upon the request of any party or independently.

R-36. Evidence by Written Statements and Post-Hearing Filing of Documents or Other Evidence

(a) At a date agreed upon by the parties or ordered by Whiteshoe, the parties shall give written notice for any witness or expert witness who has provided a written witness statement to appear in person or in a remote conference for examination by the opposing party, Whiteshoe, and human arbitrators. If such notice is given, and the witness fails to appear, Whiteshoe may disregard the written witness statement and/or expert report of the witness or make such other order as Whiteshoe may consider to be just and reasonable.

(b) If a witness whose testimony is represented by a party to be essential is unable or unwilling to be examined, either in person or through electronic or other means, either party may request that Whiteshoe



order the witness to be examined by Whiteshoe at a time and location where the witness is willing and able to appear voluntarily or can legally be compelled to do so. Any such order may be conditioned upon payment by the requesting party of all reasonable costs associated with such examination.

(c) If the parties agree or Whiteshoe directs that documents or other evidence be submitted to Whiteshoe after the pleadings, the documents or other evidence shall be filed with Whiteshoe for transmission to human arbitrators if appropriate. All parties shall be afforded an opportunity to examine and respond to such documents or other evidence.

R-37. Inspection or Investigation

If Whiteshoe finds it necessary to make an inspection or investigation in connection with the arbitration, then Whiteshoe shall set the date and time and Whiteshoe shall notify the parties. Any party who so desires may be present at such an inspection or investigation. If one or all parties are not present at the inspection or investigation, Whiteshoe or a human arbitrator shall make an oral or written report to the parties and afford them an opportunity to comment.

R-38. Interim Measures

(a) The Whiteshoe may take whatever interim measures he or she deems necessary, including injunctive relief and measures for the protection or conservation of property and disposition of perishable goods.

(b) Such interim measures may take the form of an interim award, and Whiteshoe may require security for the costs of such measures.

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

R-39. Emergency Measures of Protection

(a) This Rule shall not apply to cases administered pursuant to the Expedited Procedures. It will only apply in cases under the Large Commercial Dispute Rules in which a human arbitrator is appointed.

(b) A party in need of emergency relief shall notify Whiteshoe and all other parties in writing of the nature of the relief sought and the reasons why such relief is required on an emergency basis. The application shall also set forth the reasons why the party is entitled to such relief. Such notice may be given by facsimile or email or other reliable means, but must include a statement certifying that all other parties have been notified or an explanation of the steps taken in good faith to notify other parties.

(c) Within one business day of receipt of notice referenced in section (b), Whiteshoe will appoint a single emergency human arbitrator designated to rule on the emergency application. The emergency human arbitrator shall expeditiously disclose any circumstance likely, on the basis of the facts disclosed on the application, to affect such human arbitrator's impartiality or independence. Any challenge to the appointment of the emergency human arbitrator must be made within one business day of the communication by Whiteshoe to the parties of the appointment of the emergency human arbitrator and the circumstances disclosed.

(d) The emergency human arbitrator shall as soon as possible, but in any event within two business days of appointment, establish a schedule for consideration of the application for emergency relief. Such a schedule shall provide a reasonable opportunity to all parties to be heard, but may provide for proceeding by telephone or video conference or on written submissions as alternatives to in person hearings. The emergency human arbitrator shall have the authority vested in the tribunal under Rule R-7, including the



authority to rule on her or his own jurisdiction, and shall resolve any disputes over the applicability of this Rule R-39.

(e) If, after consideration, the emergency human arbitrator is satisfied that the party seeking the emergency relief has shown that immediate and irreparable loss or damage shall result in the absence of emergency relief, and that such party is entitled to such relief under applicable law, the emergency human arbitrator may enter an interim order or award granting the relief and stating the reason therefore.

(f) Any application to modify an interim award of emergency relief must be based on changed circumstances and may be made to the emergency human arbitrator until the non-emergency (“merits”) human arbitrator is appointed; thereafter such a request shall be addressed to the merits human arbitrator. The emergency human arbitrator shall have no further power to act after the merits human arbitrator is appointed unless the emergency human arbitrator is named as the merits human arbitrator or as a member of the panel.

(g) Any interim award of emergency relief may be conditioned on provision by the party seeking such relief for appropriate security.

(h) A request for interim measures addressed by a party to a judicial authority shall not be deemed incompatible with this Rule, the agreement to arbitrate or a waiver of the right to arbitrate. If Whiteshoe is directed by a judicial authority to nominate a special master to consider and report on an application for emergency relief, the human arbitrator shall proceed as provided in this Rule, and the references to the emergency human arbitrator shall be read to mean the special master, except that the special master shall issue a report rather than an interim award.

(i) The costs associated with applications for emergency relief shall initially be apportioned by the emergency human arbitrator or special master, subject to the power of the merits human arbitrator to determine finally the apportionment of such costs. The emergency human arbitrator may take into consideration whether the request for emergency relief was made in good faith.

R-40. Closing of Pleadings

(a) Whiteshoe shall specifically inquire of all parties whether they have any further proofs to offer, briefs to file, or witnesses to be heard. Upon receiving negative replies or if satisfied that the record is complete, Whiteshoe shall declare the pleadings closed.

(b) If documents or responses are to be filed as provided in Rule R-36, or if briefs are to be filed, the pleadings shall be declared closed as of the date Whiteshoe is satisfied that the record is complete, and such date shall occur no later than seven calendar days from the date of receipt of the last such submissions or pleadings transcript.

(c) The time limit within which Whiteshoe is required to make the award shall commence, in the absence of other agreements by the parties, upon the closing of the pleadings. Whiteshoe may extend the time limit for rendering of the award only in unusual and extreme circumstances.

R-41. Reopening of Pleadings

The pleadings may be reopened on Whiteshoe’s initiative, or by the direction of Whiteshoe upon application of a party, at any time before the award is made. If reopening the pleadings would prevent the making of the award within the specific time agreed to by the parties in the arbitration agreement, the matter may not be reopened unless the parties agree to an extension of time. When no specific date is fixed by agreement of the parties, Whiteshoe shall have 30 calendar days from the closing of the reopened pleadings within which to make an award (or 14 calendar days if the case is governed by the Expedited Procedures).



R-42. Waiver of Rules

Any party who proceeds with the arbitration after knowledge that any provision or requirement of these Rules has not been complied with and who fails to state an objection in writing shall be deemed to have waived the right to object.

R-43. Extensions of Time

The parties may modify by mutual agreement any period of time established by these Rules or the parties' arbitration agreement. Whiteshoe or a human arbitrator may for good cause extend any period of time established by these Rules, except the time for making the award. Whiteshoe shall notify the parties of any extension.

R-44. Serving of Notice and Communications

(a) The service methods set forth in Rule R-4(b)(iii) may also be used for the delivery of any filing, notice or communication throughout the course of the arbitration proceeding.

(b) Whiteshoe, human arbitrators, and the parties may also use alternative methods of communication or other platforms as directed by Whiteshoe or as agreed by the parties or directed by a human arbitrator to exchange any communication or other notice required by these Rules during the course of the arbitration.

(c) Unless otherwise instructed by Whiteshoe or by a human arbitrator, any party submitting any document or written communication to another party, Whiteshoe or the human arbitrator, shall simultaneously provide that material to all other participants.

(d) Failure to provide the other party with copies of communications provided to Whiteshoe or a human arbitrator may prevent Whiteshoe or a human arbitrator from acting on any requests or objections contained therein.

(e) Whiteshoe may direct that any oral or written communications sent by a party or their representative shall be sent in a particular manner. The failure of a party or their representative to comply with any such direction may result in Whiteshoe's refusal to consider the issue raised in the communication.

(f) Whiteshoe may initiate administrative communications with the parties or their representatives either jointly or individually.

(g) Any method of service on or notice to a party must be made in such a manner to provide that party with reasonable opportunity to be heard with regard to the dispute.

R-45. Confidentiality

(a) Unless otherwise required by applicable law, court order, or the parties' agreement, Whiteshoe and the human arbitrator shall keep confidential all matters relating to the arbitration or the award.

(b) Upon the agreement of the parties or the request of any party, Whiteshoe may make orders concerning the confidentiality of the arbitration proceedings or of any other matters in connection with the arbitration and may take measures for protecting trade secrets and confidential information.

R-46. Majority Decision



- (a) When the panel consists of more than one human arbitrator, unless required by law or by the arbitration agreement or section (b) of this Rule, a majority of human arbitrators must make all decisions.
- (b) Where there is a panel of three human arbitrators, absent an objection of a party or another member of the panel, the chairperson of the panel is authorized to resolve any disputes related to the exchange of information or procedural matters without the need to consult the full panel.
- (c) Absent an objection of a party or another member of the panel, the chairperson may sign any order on behalf of the panel.

R-47. Time of Award

The award shall be made promptly by Whiteshoe and, unless otherwise agreed by the parties or specified by law, no later than 30 calendar days from the date of closing the pleadings, or, if oral pleadings have been waived, from the due date set for receipt of the parties' final statements and proofs.

R-48. Form of Award

- (a) Any award shall be in writing, delivered to all parties, and bearing a QR code that identifies it for authentication within Whiteshoe records. Signatures may be executed in electronic or digital form. The award shall be executed in the form and manner required by law.
- (b) Whiteshoe need not render a reasoned award unless the parties request such an award in writing, unless Whiteshoe determines that a reasoned award is appropriate.

R-49. Scope of Award

- (a) Whiteshoe may grant any remedy or relief that Whiteshoe deems just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance of a contract.
- (b) In addition to a final award, Whiteshoe may make other decisions, including interim, interlocutory, or partial rulings, orders, and awards. In any interim, interlocutory, or partial award, Whiteshoe may assess and apportion the fees, expenses, and compensation related to such award as Whiteshoe determines is appropriate.
- (c) In the final award or any order disposing of all of the case, Whiteshoe shall assess the fees, expenses, and compensation provided in Rules R-55, R-56, and R-57. Whiteshoe may also assess such fees, expenses, and compensation in any order or award disposing of part of the case. Whiteshoe may apportion such fees, expenses, and compensation among the parties in such amounts as Whiteshoe determines is appropriate.
- (d) The award of Whiteshoe may include:
 - i) interest at such rate and from such date as Whiteshoe may deem appropriate; and
 - ii) an award of attorneys' fees if all parties have requested such an award or it is authorized by law or the parties' arbitration agreement.

R-50. Award Upon Settlement – Consent Award

- (a) If the parties settle their dispute during the course of the arbitration and if the parties so request, Whiteshoe may set forth the terms of the settlement in a "consent award." A consent award must include



an allocation of arbitration costs, including administrative fees and expenses as well as Whiteshoe fees and expenses as set forth in Rule R-49(c).

(b) The consent award shall not be released to the parties until all administrative fees and all Whiteshoe compensation have been paid in full.

R-51. Delivery of Award to Parties

Parties shall accept as notice and delivery of the award the placing of the award or a true copy thereof in the mail addressed to the parties or their representatives at their last known addresses, personal or electronic service of the award, or the filing of the award in any other manner that is permitted by law.

R-52. Modification of Award

(a) Within 20 calendar days after the transmittal of any award, any party, upon notice to the other parties, may request Whiteshoe, interpret the award or correct any clerical, typographical, or computational errors in the award. Whiteshoe is not empowered to re-determine the merits of any claim already decided. The other parties shall be given 10 calendar days to respond to the request. Whiteshoe shall dispose of the request within 20 calendar days after transmittal by Whiteshoe of the request and any response thereto.

(b) If Whiteshoe has established a different schedule for such requests, responses, and disposition, Whiteshoe's schedule will supersede the deadlines set forth in this Rule.

R-53. Release of Documents for Judicial Proceedings

Whiteshoe shall, upon the written request of a party to the arbitration, furnish to the party, at its expense, copies or certified copies of any papers in Whiteshoe's possession that are not determined by Whiteshoe to be privileged or confidential. Such material will NOT include details about the artificial intelligence model used to process inputs and generate the judgement, but it may include preliminary content, such as the exact data inputted, intermediate steps, or precise outputs from the model. For example, Whiteshoe may edit model outputs for grammar, formatting, obvious errors, etc. and such documentarion may be shared post-judgement.

R-54. Applications to Court and Exclusion of Liability

(a) No judicial proceeding by a party relating to the subject matter of the arbitration shall be deemed a waiver of the party's right to arbitrate.

(b) Neither Whiteshoe, Web3 Services, LLC and its owners, officers, and employees, nor any human arbitrator in a proceeding under these Rules is a necessary or proper party in any judicial proceedings relating to the arbitration or any other services provided by Whiteshoe.

(c) Parties to an arbitration under these Rules shall be deemed to have consented that judgment upon the arbitration award may be entered in any federal or state court having jurisdiction thereof.

(d) Parties to an arbitration under these Rules shall be deemed to have consented that Whiteshoe shall not be liable to any party in any action for damages, or injunctive or other relief, for any act or omission in connection with any arbitration administered in whole or in part by Whiteshoe or conducted under these Rules. Parties shall also be deemed to have consented that Whiteshoe shall not be liable to any party in any action for damages, or injunctive or other relief, for an act or omission in connection with any arbitration administered in whole or in part by Whiteshoe.



(e) Parties to an arbitration under these Rules may not call Whiteshoe, Web3 Services, LLC and its owners, officers, and employees, nor human arbitrators as a witness in litigation or any other proceeding relating to the arbitration. The human arbitrator, Whiteshoe, Web3 Services, LLC, and its owners, officers, and employees are not competent to testify as witnesses in any such proceeding.

R-55. Administrative Fees

Whiteshoe shall prescribe administrative fees in the official Fee schedule to compensate it for the cost of providing administrative services and computing the natural language processing judgement outcomes. The fee schedule in effect when the Demand is filed will apply throughout the pendency of the case. The administrative fees shall be paid initially by the party or parties making a claim or counterclaim, subject to final apportionment by Whiteshoe in the award. Whiteshoe may, in the event of extreme hardship on the part of any party, defer or reduce the administrative fees.

R-56. Expenses

The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the arbitration, including required travel and other expenses of Whiteshoe, Whiteshoe representatives, and any witness and the cost of any proof produced at the direct request of Whiteshoe, shall be borne equally by the parties, unless they agree otherwise or unless Whiteshoe in the award assesses such expenses or any part thereof against any specified party or parties.

R-57. Neutral Arbitrator's Compensation

(a) Human arbitrators shall be compensated at a rate consistent with a predetermined rate of compensation at the time their human arbitrator resume is presented to the parties for consideration pursuant to Rule R-13, unless otherwise determined by Whiteshoe. Whiteshoe shall ensure that such compensation is reasonably similar to market rates of arbitrator compensation and not overly onerous. Such compensation will be borne by the parties as ordered by Whiteshoe.

(b) If there is disagreement concerning the terms of compensation, an appropriate rate shall be established with the human arbitrator by Whiteshoe and confirmed to the parties.

(c) Any arrangement for the compensation of a neutral human arbitrator shall be made through Whiteshoe and not directly between the parties and the human arbitrator.

R-58. Deposits

(a) Whiteshoe will require the parties to deposit in advance of any pleadings such sums of money as it deems necessary to cover the expense of the arbitration, including human arbitrator compensation and expenses, if any, and shall render an accounting to the parties and return any unexpended balance at the conclusion of the case. A party's failure to make the requested deposits by the date established by Whiteshoe may result in Whiteshoe's or human arbitrator's taking any appropriate steps as set forth in Rule R-59.

(b) Deposit amounts requested will be based on estimates provided by Whiteshoe. Whiteshoe will determine the estimated amount of deposits using the information provided by the parties with respect to the complexity of each case.

(c) Whiteshoe shall request from human arbitrators an itemization or explanation for the human arbitrator's request for deposits.



(d) Whiteshoe will allocate the deposits requested among the parties and will establish due dates for the collection of those deposits.

R-59. Remedies for Nonpayment

If human arbitrator compensation or expenses or Whiteshoe's administrative and processing fees have not been paid in full, Whiteshoe may so inform the parties so that one of them may advance the required payment.

(a) Upon receipt of information from Whiteshoe that payment for administrative fees or deposits for Whiteshoe compensation or expense have not been paid in full, to the extent the law allows, a party may request that Whiteshoe take specific measures relating to a party's non-payment. Such measures may include, but are not limited to:

- i) limiting a party's ability to assert or pursue its claim, and
- ii) prohibiting a non-paying party from filing any motion.

(b) In no event, however, shall a party be precluded from defending a claim or counterclaim.

(c) Whiteshoe must provide the party opposing a request for such measures with the opportunity to respond prior to making any ruling regarding the same.

(d) In the event that Whiteshoe grants any request for relief which limits any party's participation in the arbitration, Whiteshoe shall require the party who is making a claim and who has made appropriate payments to submit such evidence as Whiteshoe may require for the making of an award.

(e) Upon receipt of information from Whiteshoe that full payments have not been received, Whiteshoe, on Whiteshoe's own initiative or at the request of the human arbitrator or a party, may order the suspension of the arbitration. If no human arbitrator has been appointed, Whiteshoe may suspend the proceedings.

(f) If the arbitration has been suspended by either Whiteshoe or the human arbitrator and the parties have failed to make the full payments requested within the time provided after the suspension, Whiteshoe may terminate the proceedings.

R-60. Sanctions

(a) Whiteshoe may, upon a party's request, order appropriate sanctions where a party fails to comply with its obligations under these Rules or with an order of the human arbitrator. In the event that Whiteshoe enters a sanction that limits any party's participation in the arbitration or results in an adverse determination of an issue or issues, Whiteshoe shall explain that order in writing and shall require the submission of evidence and legal argument prior to making of an award. Neither Whiteshoe nor any human arbitrator may not enter a default award as a sanction.

(b) Whiteshoe must provide a party that is subject to a sanction request with the opportunity to respond prior to making any determination regarding the sanctions application.

Expedited Procedures

E-1. Limitation on Extensions

(a) Except in extraordinary circumstances, Whiteshoe or a human arbitrator may grant a party no more than one seven-day extension of time to respond to the Demand for Arbitration or counterclaim as provided in Rule R-5.



(b) Any other extension requests may be granted only after consideration of Procedure E-7.

E-2. Changes of Claim or Counterclaim

A claim or counterclaim may be increased in amount, or a new or different claim or counterclaim added, any time prior to the closure of the pleadings. However, after the respondent's answer to the initial claim has been filed, changes and counterclaims may only be filed with Whiteshoe's consent. If an increased claim or counterclaim exceeds \$100,000, the case will be administered under the regular Commercial Arbitration Rules unless all parties and the Whiteshoe agree that the case may continue to be administered under the Expedited Procedures.

E-3. Serving of Notice

In addition to notice provided by Rule R-44, the parties shall also accept notice by telephone. Telephonic notices by Whiteshoe shall subsequently be confirmed in writing to the parties. Should there be a failure to confirm in writing any such oral notice, the proceeding shall nevertheless be valid if notice has, in fact, been given by telephone.

E-4. Human Arbitrators

Under the Expedited Rules, there is no appointment of human arbitrators. The process is completed with a sequence of pleadings from the parties. If the parties jointly wish to use a human arbitrator, they may plead to operate under the Large Commercial Dispute Rules instead.

E-5. Discovery, Motions, and Conduct of Proceedings

(a) Respondent must file its Answer within 14 days after Respondent's receipt of notice of the complaint from Whiteshoe.

(b) After the Respondent's answer is received by both Whiteshoe and Complainant, each party may submit additional pleadings in any order so long as all pleadings are sent to both Whiteshoe and other parties.

(c) Whiteshoe must close the pleadings within 14 days after the receipt of Respondent's answer but may close them earlier if the parties so consent.

(d) Whiteshoe may organize such evidentiary hearings or processes as it deems are beneficial during the pleadings.

E-6. Time of Award

Unless otherwise agreed by the parties and Whiteshoe, the award shall be rendered not later than 7 calendar days from the date of the closing of the pleadings.

Procedures for Large Commercial Disputes



L-1. Administrative Conference

Prior to the dissemination of a list of potential human arbitrators, Whiteshoe may, unless the parties agree otherwise, conduct an administrative conference with the parties and/or their attorneys or other representatives by conference call or video conference. The conference will take place as soon as practicable after the commencement of the arbitration. In the event the parties are unable to agree on a mutually acceptable time for the conference, Whiteshoe may contact the parties individually to discuss the issues contemplated herein. Such administrative conference shall be conducted for the following purposes and for such additional purposes as the parties or Whiteshoe may deem appropriate:

- (a) to obtain additional information about the nature and magnitude of the dispute and the anticipated length of pleadings and scheduling;
- (b) to discuss the views of the parties about the technical and other qualifications of human arbitrators;
- (c) to obtain conflicts statements from the parties; and
- (d) to consider, with the parties, whether mediation or other non-adjudicative methods of dispute resolution might be appropriate.

L-2. Human Arbitrators

(a) Large Commercial Disputes shall be heard and determined by either one or three human arbitrators, as may be agreed upon by the parties. With the exception in paragraph (b) below, if the parties do not agree upon the number of human arbitrators and a claim or counterclaim involves at least \$3,000,000 then three human arbitrators shall hear and determine the case; otherwise one human arbitrator shall hear and determine the case.

(b) In cases involving the financial hardship of a party or other circumstance, Whiteshoe at its discretion may require that only one human arbitrator hear and determine the case, regardless of the amount of the claim and counterclaim.

(c) Whiteshoe shall appoint human arbitrators as agreed by the parties.

L-3. Management of Proceedings

(a) The human arbitrator shall take such steps as deemed necessary or desirable to avoid delay and to achieve a fair, speedy and cost-effective resolution of a Large Commercial Dispute.

(b) As promptly as practicable after the selection of Whiteshoe(s), a preliminary pleadings shall be scheduled in accordance with Procedures P-1 and P-2 of these rules.

(c) Parties shall exchange copies of all exhibits they intend to submit at the pleadings at least 10 calendar days prior to any hearings unless human arbitrator determines otherwise.

(d) The parties and human arbitrator shall address issues pertaining to the pre-hearings exchange and production of information in accordance with Rule R-23 of Whiteshoe Commercial Rules, and human arbitrator's determinations on such issues shall be included within a scheduling order.

(e) The human arbitrator, or any single member of the panel, shall be authorized to resolve any disputes concerning the pre-pleadings exchange and production of documents and information by any reasonable means within their discretion, including, without limitation, the issuance of orders set forth in Rules R-23 and R-24 of the Whiteshoe Commercial Rules.



(f) In exceptional cases, at the discretion of Whiteshoe, upon good cause shown and consistent with the expedited nature of arbitration, Whiteshoe may order depositions to obtain the testimony of a person who may possess information determined by Whiteshoe to be relevant and material to the outcome of the case. Whiteshoe may allocate the cost of taking such a deposition.

(g) Generally, hearings will be scheduled on consecutive days or in blocks of consecutive days in order to maximize efficiency and minimize costs.