

ARBITRATION PROVISION

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles, California, or another location agreed to by the parties. The arbitration shall be administered by ADR Services, Inc. ("ADR Services"). The arbitration shall be held before a sole arbitrator and shall be binding with no right of appeal.

The arbitration shall be conducted pursuant to the ADR Services, Inc. Standard Arbitration Rules. The arbitration shall be commenced by filing a demand for arbitration with the administrator of ADR Services and serving the demand on the opposing party. The responding party may file a response and/or a counter-claim within fifteen (15) calendar days. If no response is filed, all the allegations of the demand shall be deemed denied.

The parties shall select an arbitrator by mutual agreement through ADR Services within thirty (30) calendar days of the date the demand for arbitration is filed. If the parties are unable to agree on the selection of an arbitrator within such time, the administrator of ADR Services, Inc. shall select an independent arbitrator.

The costs of the arbitration, including the arbitrator's fees, shall be borne equally by the parties to the arbitration, unless the arbitrator orders otherwise.

BY PLACING THEIR INITIALS HERE, THE PARTIES TO THIS AGREEMENT ACKNOWLEDGE THEY HAVE READ THE FOREGOING ARBITRATION PROVISION AND AGREE TO BE BOUND THEREBY.

This page was last modified in July 2011