



# Expedited Arbitration by Submission

Rules and Procedures

Rules Amended and Effective September 1, 2023

## Case Management

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\*Please note that Gogo does *not* accept Arbitration Requests, Arbitration Demands and any corresponding evidence via Postal Mail, FedEx, UPS or other physical delivery without express preauthorization.

First and foremost, our transition to a paperless environment aligns with our commitment to environmentally friendly practices. Additionally, with all our staff working remotely, adopting a paperless model is not just practical, but it also facilitates efficiency and seamless collaboration. Our robust digital systems ensure that every member of our team can access the necessary documents and data from wherever they are located, which in turn enhances our ability to serve the parties. Lastly, our paperless model emphasizes the responsibility of the parties involving in the arbitration process to manage and organize their own evidence. We firmly believe this reduces potential discrepancies that might arise from physical document handling.

## Company Management

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**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 Gogo.

### EXS-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 the Gogo Mediation, Inc. if they did not specify 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 Request for Arbitration or Submission Agreement received by Gogo Mediation, Inc.

Any disputes regarding which Gogo rules shall apply shall be decided by Gogo. The parties, by written agreement, may vary the procedures set forth in these Rules. After appointment of the arbitrator, such modifications may be made only with the consent of the arbitrator.

(b) Unless the parties agree or Gogo determines otherwise, these expedited-like procedures shall apply.

### EXS-R-2. Gogo, Delegation of Duties, Conduct of Parties

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

(b) The authority and duties of Gogo are prescribed in the agreement of the parties and in these Rules, and may be carried out through such of Gogo's representatives as it may direct. Gogo may, in its discretion, assign the administration of an arbitration to any of staff members.

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

### EXS-R-3. Roster of Arbitrators

Gogo shall establish and maintain a Roster of Arbitrators and shall appoint arbitrators as provided in these Rules. The term "arbitrator" in these Rules refers to the arbitration panel, constituted for a particular case, whether composed of one or more arbitrators, or to an individual arbitrator, as the context requires.

### EXS-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 Gogo a Demand for Arbitration or Request for Arbitration and the administrative filing fee. The filing fee must be paid before a matter is considered properly filed.

(b) The party filing the Demand or Request with Gogo is the claimant and the opposing party (aka the moving carrier) is the respondent. Parties may request that the arbitrator alter the order of proceedings if necessary.

(c) Filing Procedures

(i) The initiating party may file or submit a dispute to Gogo in the following manner: (a) through Gogo's Arbitration Submission at <https://www.gogomediation.com/submit-expedited-arb-by-submission>; or (b) by emailing the complete Demand or Submission to [arbitration@gogomediation.com](mailto:arbitration@gogomediation.com). Please note that Gogo does *not* accept Arbitration Requests, Arbitration Demands and any corresponding evidence via Postal Mail, FedEx, UPS or other physical delivery without express preauthorization.

(ii) The filing party shall simultaneously provide a copy of the Demand, any filing, and any supporting documents to the opposing party. Simply filing of a document with Gogo does not constitute service on the other 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) Gogo 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 Gogo's determination of the date of filing may be decided by the arbitrator.

(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 with the arbitrator for determination.

(vi) Gogo 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 the Section(s) above, Gogo shall acknowledge to all named parties receipt of the incomplete filing, and the filing may be returned to the initiating party.

(d) Authority of Arbitrator

Any decision made by Gogo regarding filing requirements and procedures shall not interfere with the arbitrator's authority to determine jurisdiction.

### EXS-R-5. Claimant's Brief

Claimant must file a written brief in support of its claims, detailing the factual and legal basis for its claims. Claimant also must provide all of its evidentiary support, whether it be written statements, video or audio recordings, witness statements, photographs, valuations, receipts, invoices or other documents within 14 calendar days after filing of the Demand or Request AND all payments for the arbitration fees have been received. As an alternative, Claimant can answer the Claim Form inside of the Gogo Portal, which will guide the claimant with the appropriate information needed to evaluate the claim. Claimant has the burden to prove liability, causation and its own damages.

### EXS-R-6. Respondent's Answer and Brief

(a) A respondent may file a Response Brief with Gogo within 21 calendar days after notice of the filing of the Demand or Request AND all payments for the arbitration fees have been received. If no Response Brief is filed within the stated time, the respondent will be deemed to deny the claim. Failure to file Response Brief shall not operate to delay the arbitration.

(b) A respondent may not file a counterclaim at any time as part of the claimant's arbitration. However, this does not preclude respondent from pursuing its own claims in a separate arbitration or lawsuit. The filing fee as specified in the applicable Gogo Fee Schedule must be paid within 7 days of the sending of the invoice seeking payment.

### EXS-R-7. Claimant's Reply

The claimant may file a reply in response to the Response Brief with Gogo within 7 calendar days after the filing of the Response Brief is sent by Gogo, if claimant so chooses. A reply is not required.

### EXS-R-8. Changes of Claim

(a) A party may at any time prior to the close of the hearing or by any earlier date established by the arbitrator increase or decrease the amount of its claim. Written notice of the change of claim amount must be provided to Gogo 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 amount may be accepted by the arbitrator. After the arbitrator is appointed, however, a party may increase the amount of its claim only with the arbitrator's consent.

(b) Any new or different claim, as opposed to an increase or decrease in the amount of a pending claim, shall be made in writing and filed with Gogo, 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 a Response to the proposed change of claim with Gogo. After the arbitrator is appointed, however, no new or different claim may be submitted except with the arbitrator's consent.

(c) A party that filed a claim of an undisclosed or undetermined amount must specify the amount of the claim or counterclaim to Gogo, all parties, and the arbitrator at least seven calendar days prior to the commencement of the hearing or by any other date established by the arbitrator. If the disclosed amount of the claim results in an increased filing fee, that fee must be paid at the time the claim amount is disclosed.

## EXS-R-9. Jurisdiction

- (a) The arbitrator shall have the power to rule on their 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) The arbitrator 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 the arbitrator 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 the arbitrator or to the arbitrability of a claim or counterclaim no later than the filing of the Response Brief to the claim that gives rise to the objection. The arbitrator may rule on such objections as a preliminary matter or as part of the final award.

## EXS-R-10. Interpretation and Application of Rules

The arbitrator shall interpret and apply these Rules insofar as they relate to the arbitrator's powers and duties. All other rules shall be interpreted and applied by Gogo.

## EXS-R-11. Administrative Conference

At the request of any party or upon Gogo's own initiative, Gogo may conduct an administrative conference, by videoconference or by telephone, with the parties and/or their representatives. The conference may address such issues as arbitrator selection, potential exchange of information, a timetable for hearings, and any other administrative matters. The administrative conference will be limited to 20 minutes.

## EXS-R-12. Appointment from Gogo's Roster

Gogo shall have the power to make the arbitrator appointment from among members of the Gogo Roster.

## EXS-R-13. Disclosure

- (a) Any person appointed or to be appointed as an arbitrator, as well as the parties and their representatives, shall disclose to Gogo any circumstance likely to give rise to justifiable doubt as to the 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 an arbitrator.
- (b) Upon receipt of such information from the arbitrator or another source, Gogo shall communicate the information to the parties and, if it deems it appropriate to do so, to the arbitrator and others.
- (c) Disclosure of information pursuant to this Rule EXS-R-13 is not an indication that the arbitrator considers the disclosed circumstance likely to affect impartiality or independence.



### EXS-R-14. Disqualification of Arbitrator

(a) Any 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 their duties with diligence and in good faith, and iii) any grounds for disqualification provided by applicable law.

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

### EXS-R-15. Communication with Arbitrator

(a) No party and no one acting on behalf of any party shall communicate ex parte with an arbitrator or a candidate for arbitrator concerning the arbitration,

(b) Unless otherwise instructed by Gogo, in the Rules, or by the arbitrator, any documents submitted by any party to Gogo or to the arbitrator shall simultaneously be provided to the other party or parties to the arbitration.

### EXS-R-16. Vacancies

(a) If for any reason an arbitrator is unable or unwilling to perform the duties of the office, Gogo 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 the appointment of a substitute arbitrator, the arbitrator shall determine in its sole discretion whether it is necessary to repeat all or part of any prior hearings.

### EXS-R-17. No Preliminary Hearing

A preliminary hearing will not be scheduled or held as the parties have already agreed to this expedited process and are waiving an oral hearing.

### EXS-R-18. Pre-Hearing Exchange and Production of Information

(a) Authority of arbitrator. The arbitrator 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. The arbitrator may, on application of a party or on the 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; (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 the arbitrator determines that there is good cause for requiring the documents to be produced in a different form.

### EXS-19. Enforcement Powers of Arbitrator

The arbitrator shall have the authority to issue any orders necessary to enforce the provisions of Rules EXS-R-19 and any other rule or procedure and to otherwise achieve 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 hearing, 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 the arbitrator, 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 the arbitrator is empowered to issue under applicable law.

### EXS-R-20. Date, Time, Place, and Method of Hearing

The documents-only hearing by submission will be set at the initiation of the arbitration, which will usually be approximately 35 days from the date of initiation.

### EXS-R-21. Attendance at Hearing

The arbitrator and Gogo shall maintain the privacy of the hearings unless the law provides to the contrary. There will be no live hearing and the parties and witnesses are not allowed to attend. It shall be discretionary with the arbitrator to determine the propriety of the attendance of any other person.

### EXS-R-22. Representation

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 Gogo of the name, telephone number and address, and email address, of the representative at the time of filing the Brief and Evidence. When such a representative initiates an arbitration or responds for a party, notice is deemed to have been given.

### EXS-R-23. Oaths

Before proceeding with the first hearing, each arbitrator may take an oath of office and, if required by law, shall do so.

### EXS-R-24. Official Record of Proceedings

(a) As the hearing is by submission of documents-only, no party is entitled to a transcribed record of a hearing.

(b) No other means of recording any proceeding will be permitted at any time.

## EXS-R-25. Interpreters

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

## EXS-R-26. Postponements

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

## EXS-R-27. Arbitration in the Absence of a Party or Representative

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

## EXS-R-28. Dispositive Motions

The arbitrator may not allow the filing of and make rulings upon a dispositive motion.

## EXS-R-29. Evidence

(a) The parties may offer such evidence as is relevant and material to the dispute and shall produce such evidence as the arbitrator may deem necessary to an understanding and determination of the dispute. Conformity to legal rules of evidence shall not be necessary.

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

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

(d) An arbitrator or other person authorized by law to subpoena witnesses or documents may do so upon the request of any party or independently, however, the requesting party will be responsible for paying an additional Arbitration Fee at the rate of \$250.00 per hour.

(e) Each party bears the full responsibility for offering, filing and presenting evidence that supports each's respective position or case. This includes but is not limited to documents, photographs, video recordings, audio recordings, and other physical or electronic materials.

(f) In the interest of maintaining a fair and efficient process, each party must provide a reasonable identification and explanation of the evidence filed. This entails that any evidence filed should be accompanied by a clear identification of what the evidence is and a succinct explanation of its relevance to the issues at hand.

(g) It is not the responsibility of the Administrator or the Arbitrator to make any determinations or assumptions as to the nature of any evidence filed.

(h) Neither the Administrator nor the Arbitrator is responsible for organizing a large quantity ("dump") or evidence. If evidence is not appropriately organized and contextualized, the Administrator or the

Arbitrator may require the responsible party to resubmit the evidence in a more orderly and comprehensible format. If the evidence remains unorganized and not properly identified after a request for resubmission, the Arbitrator has the authority to exclude such evidence during their evaluation on the merits of the case and may make a Final Award based on such an exclusion.

### EXS-R-30. Interim Measures

(a) The arbitrator may take whatever interim measures they deem 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 the arbitrator 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.

### EXS-R-31. Closing of Hearing

(a) The hearing shall be declared closed as of the date the arbitrator 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.

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

### EXS-R-32. Reopening of Hearing

The hearing may be reopened on the arbitrator's initiative, at any time before the award is made. The parties do not have a right or ability to request that the hearing be reopened.

### EXS-R-33. 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.

### EXS-R-34. Extensions of Time

Gogo or the arbitrator may for good cause extend any period of time established by these Rules, except the time for making the award. Gogo shall notify the parties of any extension.

### EXS-R-35. Serving of Notice and Communications

(a) The service methods set forth above may also be used for the delivery of any filing, notice or communication throughout the course of the arbitration proceeding.

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

(c) Unless otherwise instructed by Gogo or by the arbitrator, any party submitting any document, brief or evidence in the CASE FILE in the Gogo platform shall be deemed simultaneously served on all other participants, including Gogo. Any document, brief or evidence filed in any other workspace shall not be deemed served on the other participants.

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

(e) Gogo 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 the Gogo refusal to consider the issue raised in the communication.

(f) Gogo 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.

### EXS-R-36. Confidentiality

(a) Unless otherwise required by applicable law, court order, or the parties' agreement, Gogo and the 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, the arbitrator 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.

### EXS-R-37. Time of Award

The award shall be made promptly by the arbitrator and, unless otherwise agreed by the parties or specified by law, no later than 2 business days from the date of closing the hearing.

### EXS-R-38. Form of Award

(a) Any award shall be in writing and signed by assigned arbitrator. Signatures may be executed in electronic or digital form. The award shall be executed in the form and manner required by law.

(b) The arbitrator need not render a reasoned award unless the parties request such an award in writing prior to appointment of the arbitrator or unless the arbitrator determines that a reasoned award is appropriate.

### EXS-R-39. Scope of Award

(a) The arbitrator may grant any remedy or relief that the arbitrator 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, the arbitrator may make other decisions, including interim, interlocutory, or partial rulings, orders, and awards. In any interim, interlocutory, or partial award, the arbitrator may

assess and apportion the fees, expenses, and compensation related to such award as the arbitrator determines is appropriate.

(c) In the final award or any order disposing of all of the case, the arbitrator shall assess the fees, expenses, and compensation. The arbitrator may also assess such fees, expenses, and compensation in any order or award disposing of part of the case. The arbitrator may apportion such fees, expenses, and compensation among the parties in such amounts as the arbitrator determines is appropriate.

(d) The award of the arbitrator may include: i) interest at such rate and from such date as the arbitrator 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.

### EXS-R-40. Award Upon Settlement – Consent Award

(a) If the parties settle their dispute during the course of the arbitration and if the parties so request, the arbitrator 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 arbitrator fees and expenses.

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

### EXS-R-41. 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 the Gogo Portal addressed to the parties or their representatives or the filing of the award in any other manner that is permitted by law.

### EXS-R-42. Modification of Award

(a) Within 20 calendar days after the transmittal of any award, any party, upon notice to the other parties, may request the arbitrator, through Gogo, interpret the award or correct any clerical, typographical, or computational errors in the award. The arbitrator is not empowered to re-determine the merits of any claim already decided, unless the arbitrator deems that there has been a due process of lack of service violation. The other parties shall be given 10 calendar days to respond to the request. The arbitrator shall dispose of the request within 20 calendar days after transmittal Gogo to the arbitrator of the request and any response thereto.

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

### EXS-R-43. Release of Documents for Judicial Proceedings

Gogo 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 Gogo's possession that are not determined by Gogo to be privileged or confidential.

## EXS-R-44. 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 Gogo nor any 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 Gogo.

(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 Gogo 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 Gogo or conducted under these Rules. Parties shall also be deemed to have consented that the arbitrator 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 Gogo.

(e) Parties to an arbitration under these Rules may not call the arbitrator, Gogo, or Gogo employees as a witness in litigation or any other proceeding relating to the arbitration. The arbitrator, Gogo and Gogo employees are not competent to testify as witnesses in any such proceeding.

## EXS-R-45. Administrative Fees

Gogo shall prescribe administrative fees to compensate it for the cost of providing administrative services. 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, subject to final apportionment by the arbitrator in the award. All current fees are hereby listed and incorporated in Exhibit 1, attached hereto.

## EXS-R-46. Expenses

The expenses of witnesses for either side, and/or the production of documents and evidence, or any other associated expense shall be paid by the party producing such witnesses and/or documents.

## EXS-R-47. Neutral Arbitrator's Compensation

(a) Arbitrators shall be compensated at a rate consistent with the arbitrator's stated rate of compensation at the time they are appointed.

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

## EXS-R-48. Remedies for Nonpayment

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

(a) Upon receipt of information from Gogo that payment for administrative fees or deposits for arbitrator compensation or expense have not been paid in full, to the extent the law allows, a party may request

that the arbitrator 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.

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

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

(f) If the arbitration has been suspended by either Gogo or the arbitrator and the parties have failed to make the full payments requested within the time provided after the suspension, the arbitrator, Gogo if an arbitrator has not been appointed, may terminate the proceedings.

### EXS-R-49. Sanctions

(a) The arbitrator 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 arbitrator. In the event that the arbitrator enters a sanction that limits any party's participation in the arbitration or results in an adverse determination of an issue or issues, the arbitrator shall explain that order in writing and shall require the submission of evidence and legal argument prior to making of an award. The arbitrator may not enter a default award as a sanction.

(b) The arbitrator 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.

### EXS-R-50. Withdrawals of Arbitration Requests and/or Petitions

(a) A Claimant (a/k/a Petitioner) has the unilateral right to withdraw its Request for Arbitration and/or Petition at any time prior to Respondent's filing of its Arbitration Response Brief and Evidence. Any withdrawal notice or request from arbitration must be made in writing and filed into the CASE FILE on the Gogo Platform.

(b) A Claimant (a/k/a Petitioner) may withdraw its Request for Arbitration and/or Petitioner after Respondent's filing of its Arbitration Response Brief and Evidence, but prior to the issuance of the Final Arbitration Award, *only* upon agreement by Respondent.

(c) Should Claimant (a/k/a Petitioner) withdraw their Request for Arbitration after the initiation and payment of the initial fee, but prior to the Respondent's payment of its fee, Claimant will be entitled to a refund of the initial fee minus an administrative fee of \$100.00. The remaining balance of the initial fee will be refunded to Claimant to the original form of payment within 30 calendar days from the date of the withdrawal.



(d) Should Claimant (a/k/a Petitioner) withdraw their Request for Arbitration after the initiation and payment of the both parties' fees, but prior to the Claimant's Brief and Evidence Deadline, Claimant will be entitled to a refund of the initial fee minus an administrative fee of \$150.00. Likewise, Respondent will be entitled to a refund of its initial fee minus an administrative fee of \$50.00. The remaining balance of the initial fees will be refunded to the respective party to the original form of payment within 30 calendar days from the date of the withdrawal.

(e) Should Claimant (a/k/a Petitioner) withdraw their Request for Arbitration after the Respondent's filing of its Arbitration Response and Evidence, Claimant will not be entitled to a refund. However, Respondent will be entitled to a refund of its initial fee minus an administrative fee of \$100.00. The remaining balance of the initial fee will be refunded to the Respondent to the original form of payment within 30 calendar days from the date of the withdrawal.

(f) The administrative fees as mentioned above merely cover the administrative costs incurred by Gogo and are non-negotiable.

(g) Upon receipt of a properly and timely filed Withdrawal, the arbitrator shall issue a written Order of Withdrawal specifying the circumstances of the withdrawal, the timing of the withdrawal, and that rights, claims and defenses of the parties have not been adjudicated or disposed of, and have not been impacted.

## EXHIBIT 1 TO EXS RULES

<b>Service</b>	<b>Fee</b>
Acceptance and scanning of any physical document or photograph (per page; max 2 photographs per page), plus admin fee	\$1.00 per page + \$25.00 admin fee
Physical copy of Final Arbitration Award via Regular Mail	\$30.00
Physical copy of Final Arbitration Award via FedEx Ground	\$60.00
Physical copy of Final Arbitration Award via Overnight (within the U.S.)	\$100.00
Filing of a Motion for Reconsideration by the requesting party	\$200.00
Briefing that exceeds 10 pages (per additional page)	\$5.00 per page
Evidence exceeding 30 exhibits (per additional exhibit)	\$2.50 per exhibit
Physical copy of Entire File (per printable page)	\$1.00 per page + \$50.00 admin fee
Requests for Continuance of Deadlines by any party	\$50.00 per request