

SIGNATURE RESOLUTION, LLC
ARBITRATION RULES
(effective June 5, 2020)

TABLE OF CONTENTS

Rule 1:	Application of the Rules	4
Rule 2:	Initiation of Arbitration	4
Rule 3:	Arbitrability (Where the Arbitrator has been Appointed)	4
Rule 4:	Commencement of the Arbitration	4
Rule 5:	Termination of the Arbitration	5
Rule 6:	Payment of Arbitration Fees	5
	a. Sharing of Fees (Non-Consumer or Employment Arbitrations)	5
	b. Delinquency (Non-consumer or Employment Arbitrations)	5
	c. Consumer and Employment Arbitrations	5
Rule 7:	Preliminary Conference	6
Rule 8:	Amendment of Claims	6
Rule 9:	Provisional Relief/Extraordinary Relief Arbitrator	6
Rule 10:	Retention and Maintenance of Documents	7
Rule 11:	Consolidation or Joinder	7
Rule 12:	Number of Arbitrators	7
	a. Single Arbitrator	7
	b. Multi-Arbitrator Panels	7
Rule 13:	Scheduling	8
Rule 14:	Party Representatives	8
Rule 15:	Selection of Arbitrator	8
	a. By Mutual Agreement	8
	b. Strike and Rank Procedure	8
	c. By Designation	8
Rule 16:	Refusal to Participate in the Selection of the Arbitrator	9
	a. Where No Arbitrator has been Appointed	9
	b. Where a Party Refuses to Participate in the Selection Process	9
Rule 17:	Challenging an Arbitrator after Appointment	9
Rule 18:	Ex Parte Communications	9

Rule 19:	Motions for Summary Judgment or Adjudication	9
Rule 20:	Evidentiary Hearings	9
	a. Time and Location of Hearing	9
	b. Submission of Briefs, Exhibits and Evidence	10
Rule 21:	Subpoenas	10
Rule 22:	Conduct of Evidentiary Hearings	10
	a. Presentation of Evidence and Order of Proof	10
	b. Privileges and Evidentiary Objections	10
	c. Witnesses	11
Rule 23:	Court Reporters	11
Rule 24:	Confidentiality	11
Rule 25:	Evidentiary Hearings on Papers	11
Rule 26:	Closing of the Hearing	11
Rule 27:	The Arbitration Award	12
	a. Time for Submission	12
	b. Form of the Award	12
	c. Award of Additional Relief, Orders and Remedies	12
Rule 28:	Correction of The Award	12
Rule 29:	Arbitrator as Settlement Officer	12
Rule 30:	Arbitrator Disqualification and Exclusion of Liability	13
Rule 31:	Sanctions	13

Rule 1: Application of the Rules

These Rules shall be deemed a part of any agreement or stipulation providing for administration of a dispute by Signature Resolution, LLC (**SIGNATURE**) unless: (a) the Parties' arbitration agreement provides to the contrary; or (b) the Parties mutually agree to use a different set of rules.

Parties may stipulate to apply these Rules in lieu of any other rules or procedures otherwise provided by contract or earlier agreement. If any conflict arises between these Rules and any orders pertaining to the underlying case issued by a court of competent jurisdiction, the orders of the Court shall govern. The Arbitrator shall determine all disputes over the interpretation of the Rules.

For ease of use, the singular term "Arbitrator" as used in these Rules shall be used to apply to both a single Arbitrator as well as to a panel of Arbitrators selected to hear the matter.

Rule 2: Initiation of the Arbitration

The Claimant may initiate an arbitration proceeding by filing a Demand for Arbitration. The Responding Party may file an Answering Statement (setting forth defenses, affirmative defenses, if any, and Counterclaims, if any) within twenty (20) days of that Party's receipt of Notice of Commencement of the arbitration process. An Answering Statement is not required. If no Answering Statement is filed, the allegations in the Demand for Arbitration shall be deemed denied. Affirmative defenses, however, shall be waived if not asserted in an Answering Statement. The time period for filing an Answering Statement may be extended at the Arbitrator's discretion.

Rule 3: Arbitrability (where the Arbitrator has been Appointed)

The appointed Arbitrator shall have the sole authority to determine the arbitrability of any dispute submitted to **SIGNATURE** and disputes of any kind, including but not limited to, who are the proper Parties to the arbitration, the validity or revocability of the agreement containing the arbitration provision or the arbitration provision itself.

Rule 4: Commencement of the Arbitration

The arbitration shall be deemed to have commenced when **SIGNATURE** advises the Parties in writing that:

- (1) It has received the Demand for Arbitration or Stipulation for Arbitration;
- (2) All Parties have been served with the Demand or Stipulation for Arbitration; and
- (3) The filing fees associated with such commencement have been deposited.

Rule 5: **Termination of the Arbitration**

Once commenced and an Arbitrator has been selected, the arbitration may not be unilaterally terminated by any Party without the agreement of all Parties or an order of the Arbitrator. If **SIGNATURE** determines that a Party has failed or refused to participate in the arbitration, **SIGNATURE**, or the Arbitrator, shall advise all Parties. Where a Party obligated to participate by agreement or Court Order fails to do so, the Arbitrator shall have the authority to render any relief or order the Arbitrator deems appropriate, including preclusion of the non-paying Party's defenses and affirmative claims, the entry of a default and the issuance of a Default Award. The timing and all procedures for conducting a prove-up hearing, including the manner of taking evidence, shall be within the discretion of the Arbitrator.

Rule 6: **Payment of Arbitration Fees**

a. Sharing of Fees (Non-Consumer or Employment Arbitrations)

SIGNATURE'S agreement to participate as the provider of arbitration services is made with the Parties and their counsel. Absent an agreement to the contrary, or as otherwise required by law, each Party and their counsel shall be responsible for its pro rata share of **SIGNATURE'S** fees, costs and charges in the most current schedule. The Arbitrator may decide when, because of aligned interest, Parties may be jointly and severally liable for the fees and costs of the arbitration.

b. Delinquency (Non-consumer or Employment Arbitrations)

If any delinquency in payment occurs, **SIGNATURE** may immediately suspend the proceedings (i.e., an "administrative hold"). An unresolved administrative hold may cause dismissal of the arbitration following notice to the Parties. A Party may agree to advance the amounts owed to **SIGNATURE** otherwise due from another Party. In such event, any Award may include reimbursement to the advancing Party of all advanced sums, irrespective of any contractual entitlement to fees and costs, and irrespective of whether the advancing Party prevailed in the arbitration. Any Party who has failed to pay sums due to **SIGNATURE**, including deposits, may be precluded from asserting or defending any claim or counterclaim, offering evidence to support any affirmative claim or defense during the proceedings, from setting pre-arbitration motions for hearing, or from being heard on motions noticed by the opposing Party. The Arbitrator may enter a Party's default for failure to pay the amounts due, and, if not cured, thereafter issue a Default Award against that Party.

c. Consumer and Employment Arbitrations

California law (Code of Civil Procedure Section 1281.98) requires that all costs and fees necessary to continue the arbitration proceeding be paid within thirty (30) days after the due date. Required fees will be stated in a billing statement issued to the Responsible Party. All billing statements will specify the date payment is due. If a Responsible Party in a consumer or employment arbitration fails to pay all or any portion of the billed fees by the stated due date, **SIGNATURE** retains the right to advise all parties, including Claimant, of the Responsible Parties' failure to issue payment.

If the Responsible Party fails to cure the default and pay the bill in full within thirty (30) days of the stated due date, the employee or consumer may unilaterally elect any of the four options set forth in CCP Section 1281.98(b), including termination of the arbitration proceedings. If the employee or consumer chooses to continue the arbitration pursuant to paragraphs 2-4 of Section 1281.98(b), the Arbitrator shall, as required by law, impose appropriate sanctions on the drafting Party, including monetary, issue, evidentiary, and/or terminating sanctions.

Rule 7: Preliminary Conference

As soon as practicable after selection of the Arbitrator, a Preliminary Conference shall be scheduled. The Preliminary Conference shall, unless otherwise ordered by the Arbitrator, be telephonic. The Preliminary Conference shall include discussion of scheduling and other matters to ensure that the arbitration shall be fair and expeditious. Matters discussed at the Preliminary Conference typically include:

- (a) Document exchanges;
- (b) Discovery;
- (c) Further specification of claims or defenses;
- (d) Dispositive motion deadlines;
- (e) Evidentiary hearing dates and applicable procedures, and Final Status Conference and Further Status Conference dates;
- (f) Briefing schedules;
- (g) Expert designations and reports; and
- (h) Form of the Award, etc.

Rule 8: Amendment of Claims

Except by stipulation of the parties, no Demand for Arbitration shall be amended after appointment of the Arbitrator without leave of the Arbitrator.

Rule 9: Provisional Relief Arbitrator

Where not inconsistent with the Parties' agreement or applicable law, any Party may seek provisional relief (e.g., temporary restraining orders, preliminary injunctions, etc.) from a court of competent jurisdiction during the pendency of the arbitration. If the Parties' by agreement or otherwise seek provisional relief in the arbitration, and any Party requires provisional relief prior to the appointment of an Arbitrator, **SIGNATURE** may, where not prohibited by law, appoint a Provisional Relief Arbitrator to consider and rule upon any request for provisional relief. **SIGNATURE** will appoint a Provisional Relief Arbitrator within one (1) full business day of a written request to do so. The request shall include all essential facts and applicable authority. The requesting Party shall make an advance deposit at the time of the request for such appointment in an amount determined by **SIGNATURE**. In no event shall the Provisional Relief Arbitrator serve as the arbitrator or a panel arbitrator, if applicable, regarding the underlying matter.

Except in an extraordinary circumstance where the exigencies do not permit (in which case a prior disclosure may be impracticable) **SIGNATURE** shall require any Arbitrator considered for appointment as the Provisional Relief Arbitrator to immediately disclose, in writing, any known basis for objection to his or her appointment. Where such disclosure is required, the Parties shall have twenty-four (24) hours within which to object in writing whether founded upon the bases disclosed or otherwise. A failure to timely object shall be deemed consent to the appointment. **SIGNATURE** shall consider and decide any such objection, and its determination shall be final and binding upon the Parties. The Provisional Relief Arbitrator shall render a decision as soon as reasonably practicable. Once the Arbitrator is appointed to hear the Parties' dispute on the merits, such Arbitrator shall then have jurisdiction over all disputes, including the subject matter of prior orders made by the Provisional Relief Arbitrator.

Rule 10: Retention and Maintenance of Documents

All Parties subject to the Rules are automatically deemed to have stipulated to electronic transmission of communications and documents from **SIGNATURE**. Electronic service upon a Party's counsel is deemed service upon the Party. It is the Parties' exclusive obligation to maintain documents pertaining to the arbitration. Other than electronic copies of pleadings (e.g., Demand or Stipulation for Arbitration, Answering Statements, etc.), which may be maintained electronically for 60 days following rendering of the Award, **SIGNATURE** does not maintain copies of documents served upon it. The Parties should not provide **SIGNATURE** with hard or electronic copies of documents exchanged between Parties in discovery. Within thirty (30) days following the rendering of the Award, the Parties shall arrange and pick up any arbitration documents that might have been provided to the Arbitrator or **SIGNATURE**. If no such arrangements have been made and the arbitration documents are still at **SIGNATURE** beyond the thirty (30) days, **SIGNATURE** may destroy any such documents without further notice or liability.

Rule 11: Consolidation or Joinder

Consolidation or joinder of pending arbitrations shall be within **SIGNATURE's** sole discretion. Once the Arbitrator has been appointed, no consolidation or joinder shall be permitted without leave of the Arbitrator. The location of the proceedings shall, unless otherwise ordered by the Arbitrator, be at the locale determined for the hearings on the first-filed **SIGNATURE** arbitration.

Rule 12: Number of Arbitrators

a. Single Arbitrator

Unless otherwise stipulated to or agreed upon by the Parties, a sole, neutral Arbitrator shall hear the arbitration.

b. Multi-Arbitrator Panels

In any matter in which there is to be a panel of Arbitrators pursuant to the contract or stipulation of the Parties, the selected Arbitrators shall select the Panel Chair unless otherwise provided in the Parties' arbitration agreement. Except where there are Party-Appointed Arbitrators who are

not acting as Neutral Arbitrators, the Panel Chair may appoint a single Arbitrator on the Panel who shall decide matters pertaining to discovery and pre-evidentiary hearing procedures. If any Party objects to any decision by the selected sole Panel member, the matter shall be referred to the entire Panel for a decision. A majority decision of the Panel shall govern as to those disputes.

Rule 13: Scheduling

Matters pertaining to the scheduling of arbitrations and arbitration-related matters are the province of the Arbitrator considering the objectives of arbitration.

Rule 14: Party Representatives

A Party may select its own counsel or representative. Parties are obligated to promptly provide **SIGNATURE** with the names and contact information, including email addresses, for their counsel or representatives, including information pertaining to any change in counsel or other representative.

Rule 15: Selection of the Arbitrator

a. By Mutual Agreement

The Parties may mutually agree upon the selected Arbitrator.

b. Strike and Rank Procedure

When the parties cannot agree, **SIGNATURE** shall select the Arbitrator according to a “strike and rank” procedure. **SIGNATURE** will provide the Parties with names of a suitable number of qualified candidates, which shall be no less than three times the number of Arbitrators to be selected. The biographical information pertaining to each proposed Arbitrator shall be posted on **SIGNATURE’s** website. Within ten (10) days (subject to extension as determined by **SIGNATURE**) of service of the list upon the Parties, each side may strike the names of two proposed Arbitrators and the remaining proposed Arbitrators shall be ranked in order of preference with number 1 being the most preferred ranking. Parties whose interests are not substantially adverse to one another (as determined by **SIGNATURE**) are on the same side for purposes of this Rule. The remaining Arbitrator with the lowest aggregate ranking of preference shall be selected to serve.

c. By Designation

If the strike and rank process fails to yield sufficient selected panelists or in the event of a tie, **SIGNATURE** shall have the right to designate the Arbitrator. Absent a contrary agreement among the Parties, this rule shall also apply if any selected Arbitrator is unwilling or unable to serve as determined by **SIGNATURE** in its sole and absolute discretion, and the parties cannot agree upon a replacement. An Arbitrator may be challenged for cause in writing, setting forth the facts relied upon, and the remaining Party or Parties shall have seven days within which to respond to the challenge. **SIGNATURE’s** determination on challenges for cause shall be final.

Rule 16: Refusal to Participate in the Selection of the Arbitrator

a. Where No Arbitrator has been Appointed

If no arbitrator has been appointed or agreed upon, but the Parties' arbitration agreement provides for the arbitration of disputes with **SIGNATURE, SIGNATURE**, as administrator of the arbitration, shall have the authority to proceed with the selection process and the appointment of the Arbitrator.

b. Where a Party Refuses to Participate in the Selection Process

Where the Parties' arbitration agreement provides for the arbitration of disputes with **SIGNATURE**, but any Party refuses to participate in the selection process, **SIGNATURE** may, in its sole discretion, proceed to administer the selection process and the appointment of the Arbitrator without the objecting Party's participation. The objecting Party shall be financially responsible for all fees and costs incurred during the period of its nonparticipation as if the objecting Party had fully participated in the proceedings.

Rule 17: Challenging an Arbitrator After Appointment

Any basis for challenge of an Arbitrator is to be asserted at the earliest possible time and shall be communicated to the Arbitrator or **SIGNATURE** in writing with a copy to all other Parties. The basis for the challenge shall include all relevant details sufficient for assessment and response, if a response or objection is deemed necessary. A failure to provide prompt, detailed notice of challenge shall be deemed a waiver by the challenging Party to the continued service by such Arbitrator.

Rule 18: Ex Parte Communications

Except as permitted by applicable law and these Rules, and subject to all applicable ethical guidelines, no Party shall have ex parte communications with any neutral Arbitrator. A Party-appointed arbitrator may, however, communicate with the Party designating that Arbitrator solely for the purpose of selection of a third, neutral arbitrator.

Rule 19: Motions for Summary Judgment or Adjudication

The Arbitrator may permit any Party to file a Motion for Summary Judgment, Adjudication or Dismissal of any claim or issue of duty or as permitted by law. The Arbitrator shall determine timing and scheduling.

Rule 20: Evidentiary Hearings

a. Time and Location of Hearing

The Arbitrator shall determine the dates and times of the evidentiary hearings reasonably considering Party, counsel and witness availability keeping in mind the objectives of arbitration. The Arbitrator and anyone else permitted by law shall be entitled to compel the attendance of

witnesses at any hearing by subpoena. **SIGNATURE's** offices shall be designated as the hearing location for all proceedings other than those that are telephonic, absent mutual agreement of the Parties and consent of the Arbitrator.

b. Submission of Briefs, Exhibits and Evidence

Except where a different sequence or time period has been ordered by the Arbitrator, at least five days prior to the commencement of the evidentiary hearings, the Parties shall exchange, and transmit to the Arbitrator: pre-hearing briefs (which may be in letter format but shall specify the specific relief sought); witness (including experts) and exhibit lists. Except as otherwise agreed or ordered, the Parties shall exchange any expert witness reports. Parties are to meet and confer at least fifteen days prior to the evidentiary hearing dates to discuss and resolve disputes on admissibility of exhibits.

Rule 21: Subpoenas

Upon reasonable advance written notice to a Party, that Party shall cause their officers and employees and others within their control to appear for evidentiary hearings without the necessity of the issuance of subpoenas. The Arbitrator, and any Party authorized to do so by applicable law, shall have the authority to issue subpoenas, not only for the evidentiary hearings themselves, but also for pre-evidentiary hearing matters including, as applicable, depositions. Subpoenas may issue for personal attendance and/or for production of documents. The Arbitrator shall be empowered to decide objections and shall do so as quickly as reasonably possible to avoid delaying proceedings.

Rule 22: Conduct of Evidentiary Hearings

a. Presentation of Evidence and Order of Proof

The order of proof and other issues pertaining to the evidentiary hearings, including whether to conduct all or some remotely, shall be determined by the Arbitrator consistent with these Rules. The Arbitrator shall have the authority to vary from these Rules to ensure the hearings are administered fairly to achieve substantial justice. Relevant, material testimony and evidence should be considered. However, the Arbitrator may limit or exclude evidence where its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time or create substantial danger of undue prejudice or confusion of the issues.

b. Privileges and Evidentiary Objections

The Arbitrator shall decide issues of privilege, including attorney-client and work product immunity, consistent with applicable law. Unless the parties agree, the rules of evidence need not be strictly followed in arbitration. The Arbitrator shall not consider matters subject to mediation confidentiality. However, where participation in mediation is a condition precedent to an award of fees or costs, the Arbitrator may consider the fact, but not the quality or substance, of the parties' participation in mediation.

c. Witnesses

Witnesses shall testify under oath or by affirmation. The Arbitrator may permit testimony by way of video conference or similar means provided other Parties have had, or shall have, the opportunity to attend and/or cross-examine those witnesses. The Arbitrator may exclude persons, including Party-affiliated witnesses, from attending some or all of the proceedings.

Each Party, subject to the Arbitrator's discretion, may have a Party Representative attend the proceedings whether or not that representative may be a testifying witness. Nothing in these Rules prevents taking testimony by affidavit if the Arbitrator deems such procedure to be fair and appropriate and consistent with the objectives of arbitration.

Rule 23: Court Reporters

Any Party may utilize the services of a court reporter for any proceedings. If a reporter is to be utilized for telephonic hearings, the Arbitrator and all Parties shall be given reasonable advance notice. Parties are encouraged to discuss sharing costs associated with a stenographic record. If the Parties agree to share the cost of a stenographic record, it shall be provided to the Parties and the Arbitrator. Absent such agreement, or the agreement of the Party paying the costs of same to share the stenographic record with all other Parties (but in compliance with the rules of the reporter), the stenographic record may not be provided to the Arbitrator or otherwise utilized in the proceedings for any purpose. No sound recording of any proceedings, whether in person or telephonic, shall be made without the express, written, prior consent of the Arbitrator and only after notice to the Parties so they may object to or comment on the request.

Rule 24: Confidential Information and Privacy

The Arbitrator shall have authority to protect privacy rights including those pertaining to trade secrets and other non-public information.

Rule 25: Evidentiary Hearings on Papers

The Parties may, subject to the agreement of the Arbitrator, waive in-person or telephonic evidentiary hearings and have some or all of the matter decided solely on submissions by the Parties. The terms of any such proceeding shall be agreed upon by the Parties, with the involvement and approval of the Arbitrator.

Rule 26: Closing of the Hearing

When the Arbitration hearing has been completed, including final submission of all additional material including, but not limited to, post-closing briefs to be provided, the hearing shall be deemed "closed". If the Parties are to engage in post-closing briefing or there are other matters to be considered before the matter is deemed submitted, the Arbitrator may defer closing until those conditions have been satisfied. The Arbitrator shall have authority to reopen provided there is a finding of good cause to do so. Such finding need not be in writing. Any deadlines pertaining to preparing an Award shall be calculated utilizing the date the hearing is "closed".

Rule 27: The Arbitration Award

a. Time for Submission

The Arbitrator should render a Final or Interim Award within thirty (30) calendar days following the close of the evidentiary hearing.

b. Form of the Award

All Awards are to be in writing and signed by the Arbitrator. Electronic signature of the Arbitrator shall suffice. Unless otherwise agreed by the parties and the Arbitrator, an Award shall include a determination of all the questions submitted to the Arbitrator the decision of which is necessary to determine the controversy. If there are matters requiring further determination (e.g., attorneys' fees to be awarded), an Interim Award, followed by the Final Award, shall issue. In the event of multiple arbitrators, the majority of the Panel shall render the Award.

c. Award of Additional Relief, Orders and Remedies

Consistent with the Parties' agreement or applicable law, the Arbitrator may allocate costs and reasonable attorneys' fees. The Parties may agree in writing to limit an Award (e.g., "high-low recoveries") or to other conditions regarding the amount or other relief to be awarded. If the Parties so agree, the Parties shall provide such agreement in writing to **SIGNATURE** but not to the Arbitrator. The Final Award shall thereafter be corrected in accordance with the Parties' agreement.

Rule 28: Correction of The Award

Any Party or the Arbitrator may seek to correct the Arbitration Award within fifteen (15) days of its issuance. Any Party may request the Arbitrator correct the Award whether based upon computational or other errors in calculation, or evident mistake in the description of any person, thing or property referred to in the Award. Any Party to the arbitration may object in writing to any requested proposed correction by doing so within ten (10) days of notice of the request by serving a copy of the objection on the applicant, all other Parties and the Arbitrator. In addition, the Arbitrator shall have the authority to correct any Award on any basis by advising the Parties not less than ten (10) days of any such intention to do so. The Arbitrator may extend the time for corrections upon a finding of good cause. The Arbitrator shall either deny the application or correct the Award in writing and shall serve such denial or correction on each Party. If no denial of the application or correction of the Award is served within thirty (30) days, then the application for correction shall be deemed denied on the last day thereof.

Rule 29: Arbitrator as Settlement Officer and Consent Awards

Upon consent of all Parties in writing, an Arbitrator may act as mediator or other settlement officer. Such consent shall provide that the Arbitrator's service regarding settlement shall not constitute a basis to disqualify or challenge the Arbitrator from serving as Arbitrator or as a basis to vacate or modify an Award. With the consent of all Parties, the Arbitrator may, but shall not be required to enter a Consent Award. If the Arbitrator objects to entry of a Consent Award (e.g.,

due to concerns of illegality or other impropriety), the Parties shall be notified of the reasons, and the Arbitrator may withdraw as Arbitrator without consequence or penalty.

Rule 30: **Arbitrator Disqualification and Exclusion of Liability**

No Arbitrator or **SIGNATURE** staff member shall be compelled to appear and/or testify, whether as an expert or percipient witness, regarding an arbitration, whether or not completed, or as to any arbitration proceedings, in any subsequent litigation or proceeding in which the Parties or any of them, or any of their successors or assigns, are involved whether directly or indirectly. The Parties shall defend any such Arbitrator or **SIGNATURE** staff member and shall be responsible for payment of all fees and costs, including attorneys' fees incurred in objecting and/or defending such persons. Nor shall any Arbitrator or **SIGNATURE** staff member or member or principal be deemed a necessary Party to any litigation or proceeding relating to any Arbitration or arbitration proceeding. By utilizing these Rules, the Parties agree that neither the Arbitrator nor any staff member of **SIGNATURE** shall be liable to any Party (including any person or entity claiming by or through any of them), for any loss, cost, expense, damage or other injury in connection with or arising from any arbitration conducted pursuant to these Rules. Such exclusion of liability shall include, but not be limited to, any liability associated with disqualification or recusal of an Arbitrator.

Rule 31: **Sanctions**

The Arbitrator shall have the authority to impose monetary and/or other sanctions as deemed by the Arbitrator to be appropriate. These may include an assessment of costs of opposing Party's counsel's fees and of arbitration fees including the Arbitrator's compensation. Such sanctions may result from, for example and without limitation, failing to comply with discovery or other obligations, or to comply with orders of the Arbitrator. Non-monetary sanctions may include the exclusion of evidence, drawing inferences adverse to a Party and issue or terminating sanctions.