

## **SECOR Dispute Resolution Policy.**

1. Choice of Law. This Dispute Resolution Policy (“Policy”), independently and/or as it may appear in any contract between SECOR and a counter-party to which both are signatories, shall be governed by and construed in accordance with the laws of the State of Texas, including the Texas UCC, without reference to its conflicts of laws principles.

2. Extrajudicial Dispute Resolution. Any person or entity doing business with SECOR pursuant to SECOR’s E-Signature policy as it appears [here](#), or who is in privity of contract with SECOR [“the Parties”], agrees that mediation and/or arbitration encourage broad enforcement of extrajudicial dispute resolution policies or agreements into which, like this one, the Parties agree to follow or enter into voluntarily. The Parties agree that any dispute, controversy, or claim by, between or among them or arising out of, relating to, or in connection with this Policy or a contract to which they are signatories, including but not limited to issues regarding the formation, applicability, breach, termination, validity or enforceability thereof, shall be submitted for extrajudicial resolution only; first to mediation, and if not resolved in mediation, then to arbitration.

3. Mediation. As the agreed initial step of the Parties’ agreement to submit disputes for extrajudicial dispute resolution only, the Parties agree that for any matter in which the amount in controversy is \$100,000 or less, the Parties shall first submit the matter for an online, maximum of 2-hour mediation with JAMS Endispute Online Mediation. If the matter is not resolved in the 2-hour mediation, the matter shall go to arbitration, as described here: <https://www.jamsadr.com/endispute/> and in the following FAQ: <https://www.jamsadr.com/files/Uploads/Documents/JAMSconnect/Endispute-FAQ.pdf>. Failure or refusal of a party to participate in the aforesaid mediation shall operate as a full and complete waiver and release of any claim or defense against the other party, and may be affirmatively pleaded as such in any action or proceeding. If this Policy appears in a contract to which the Parties are signatories, then such failure or refusal to participate in said mediation shall be considered a material, anticipatory breach and an irrevocable repudiation of such contract, notwithstanding any statutory right to retract a repudiation of a contract.

4. Arbitration.

A. With the sole exception of judicial enforcement of an arbitration award or appeal thereof as stated below in Subparagraph (D), the Parties agree no court shall have any jurisdiction over any matter not resolved by mediation. The Parties agree that any dispute, controversy, or claim among or between them, or arising out of, relating to, or in connection with a contract to which they are signatories, including but not limited to issues regarding substantive or procedural arbitrability, the formation, applicability, breach, termination, validity or enforceability thereof, shall be resolved pursuant to the Texas Arbitration Act (TAA), Tex. Civ. Prac. & Rem. Code § 171.001, administered, determined and resolved by the International Center for Dispute Resolution (IDCR.org), in accordance with its Expedited Procedures, found here: [https://www.icdr.org/sites/default/files/document\\_repository/ICDR\\_Rules.pdf](https://www.icdr.org/sites/default/files/document_repository/ICDR_Rules.pdf), at page 33. Unless the Parties specifically agree otherwise in writing, the regular, non-Expedited rules of the IDCR shall apply for cases in which the amount in controversy exceeds \$250,000.

B. Cases under ICDR Expedited Procedures shall be decided by one arbitrator, without oral hearings, on written submissions and/or permitted evidentiary submissions only, and without discovery or dispositive motions. Both Parties shall identify and disclose their witnesses with the filing of Claimant's Article E-2 Statement and Respondent's Answering Statement, respectively, with a simultaneous document exchange within a reasonable time before written submissions are due, which schedule shall be determined by the Arbitrator at the initial conference. Claimant shall have an Opening Brief and a Reply brief. Evidentiary submissions shall be by Witness Statements supported by Sworn Declarations. There shall be no subpoenas duces tecum or the like permitted on third parties except on good cause shown.

C. The formal seat of the arbitration regardless whether conducted only on written submissions and documents, shall be Houston, Texas. The arbitration award shall be final and binding on the parties, and the parties undertake to carry out any award without delay. Judgment upon the award may, but need not, be entered by a state court or U.S. District Court in Houston; by any court having jurisdiction of the award; or, by any court having jurisdiction over the relevant parties or the parties' assets.

D. The arbitrator shall derive his or her limited power only from this Policy; or as this Policy may appear in and as part of a contract between the Parties. The Parties hereby specifically agree the arbitrator lacks authority to render a decision that contains reversible error of state or federal law; to apply a cause of action or remedy not provided for under existing state or federal law; and that this Dispute Resolution Paragraph is not preempted by the Federal Arbitration Act ("FAA). The Arbitral award is subject to judicial review and vacatur for reversible error if the arbitrator exceeded his or her powers under the Texas Arbitration Act (TAA), §171.088(a)(3)(A).

E. Regardless whether explicitly stated in an arbitral award, any contractual right to interest, and/or any contractual right to, or award of, enforcement costs and/or actual attorneys' fees, shall continue to accrue and accumulate during enforcement proceedings and shall be added to the award until fully satisfied.

F. Any non-payment by a party to an arbitration of his, her or its respective share of the costs of arbitration or the arbitrator's fees, shall operate as a full and complete waiver and release of any claim or defense against the other party, shall constitute grounds for an arbitral award in favor of the other party, and if necessary may be affirmatively pleaded in any action or proceeding. If this Policy appears in a contract to which the Parties are signatories, then such failure or refusal to pay such costs or fees shall be considered a material, anticipatory breach and an irrevocable repudiation of such contract, notwithstanding any statutory right to retract a repudiation of a contract.