

ARBITRATION PROVISION

A. Representations: The parties represent and warrant that (i) [*NAME OF DELAWARE ENTITY*] is a business entity, as defined in 10 Del. C. § 346, formed or organized under the laws of Delaware or having its principal place of business in Delaware, (ii) no party to the Arbitration Provision is a consumer, as defined in 6 Del. C. § 2731, or an organization, as defined in 10 Del. C. § 5801(5) and (c) this Arbitration Provision has been signed as memorialized by the signatures on the Agreement [*THE CONTRACT CONTAINING THE ARBITRATION PROVISION*].

B. Choice of Law: This [*AGREEMENT/ARBITRATION PROVISION*] shall be governed by and construed under the laws of the State of Delaware, without regard to principles of conflict of laws, regardless of whether Delaware law governs the parties' other rights, remedies, liabilities, powers and duties under the Agreement.

C. Binding Arbitration: The parties hereby agree that any and all claims, disputes or controversies arising from or related to this Agreement, whether existing at or arising after the effective date of the Agreement, shall be submitted to binding arbitration under the Delaware Rapid Arbitration Act, 10 Del. C. §§ 5801 *et seq.* ("DRAA"). Absent a written agreement signed by all parties hereto amending, waiving or modifying the rules for DRAA arbitrations adopted by the DRAA and the Delaware courts (the "Arbitration Rules"), the DRAA and the Arbitration Rules shall govern all aspects of the arbitration. In no event shall class arbitration be permitted, and the arbitrator shall have no authority to conduct any class arbitration. The parties knowingly and voluntarily consent to the waiver of any rights resulting from this Arbitration Provision or application of the DRAA or the Arbitration Rules.

The parties agree that arbitration shall be the sole and exclusive forum for resolving disputes subject to this Arbitration Provision. In the event a party initiates litigation in

violation of this Arbitration Provision, such action shall be subject to dismissal, with the reasonable fees and expenses of the non-initiating party or parties paid by the party or parties that initiated the action. Nothing in this Arbitration Provision shall limit the right of a party to seek an order from a court of competent jurisdiction (a) dismissing litigation brought in violation of this Arbitration Provision or (b) compelling a party to arbitrate in accordance with this Arbitration Provision. In the event such an order is sought and obtained, the non-prevailing party shall pay all reasonable fees and expenses of the prevailing party. The parties stipulate and agree that a violation of this Arbitration Provision shall constitute irreparable harm and that, on proof of a breach, the party seeking relief from such violation shall be entitled to equitable relief including, but not limited to, an injunction or specific performance.