

ARBITRATION PROVISION

Any dispute, controversy or claim arising out of or relating in any way 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 exclusively resolved by binding arbitration in Los Angeles, California, or another location mutually agreed to by the parties. The arbitration shall be administered by ADR Services, Inc. (“ADR Services”) and held before a sole arbitrator. The arbitration shall be binding with no right of appeal.

The arbitration shall be conducted pursuant to the ADR Services, Inc. Arbitration Rules. The arbitration shall be commenced by filing a demand for arbitration with the administrator of ADR Services, Inc. and serving the demand on the responding party. Upon receipt of the demand for arbitration, ADR Services will send a “Commencement Letter” acknowledging receipt of the demand. The responding party may file a response and/or a counter-claim within fifteen (15) calendar days of receipt of the demand. If no response is filed, all 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 was filed. If the parties are unable to agree on the selection of an arbitrator within such time, the administrator of ADR Services shall select an independent arbitrator pursuant to the procedures set forth in the ADR Services, Inc. Arbitration Rules, Paragraph 10.

The costs of arbitration, including the arbitrator’s fees, shall be borne equally by the parties to the arbitration, unless otherwise ordered by the arbitrator or agreed upon by the parties.

The parties to this agreement further agree to abide by any award rendered by the arbitrator. Judgment on the award rendered by the arbitrator may otherwise be entered in any court having jurisdiction thereof.

BY INITIALING BELOW, THE PARTIES TO THIS AGREEMENT ACKNOWLEDGE THEY HAVE READ THE FOREGOING BINDING ARBITRATION PROVISION AND AGREE TO BE BOUND THEREBY.

Dated:

Dated: