DecisionLayer
Arbitration Services

Effective
October 2026

DECISIONLAYER

Arbitration Rules and Procedures

Version 1.7

Decision Layer

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DecisionLayer Arbitration Rules and Procedures

Rules v1.7

Effective as of October, 2026

Introduction

These DecisionLayer Arbitration Rules and Procedures (these "Rules") govern Arbitrations adjudicated by DecisionLayer. These Rules are effective as of the date set forth above.

Table of Contents

DecisionLayer Arbitration Rules and Procedures 1
Rule 1. Structure of Arbitration 4
Rule 2. Scope of Rules, Eligibility 7
Rule 3. System Rules 8
Rule 3A. Hallucinations and Citations 11
Rule 3B. Hearings and Motions 12
Rule 3C. Evidentiary Submissions 13
Rule 4. Amendment of Rules 14
Rule 5. Conflict with Law 15
Rule 6. Commencing an Arbitration, Arbitrator Selection Phase, and Service 16
Rule 7. Administrative Matters 19
Rule 8. Interpretation of Rules and Jurisdiction Challenges 20
Rule 9. Representation 21
Rule 10. Withdrawal from Arbitration 22
Rule 11. *Ex Parte* and "Out of Phase" Communications 23
Rule 12. Arbitrator Selection, Disclosures and Replacement 25
Rule 13. Scheduling of Arbitration Hearing 28
Rule 14. A Party's Failure to Participate 29
Rule 15. The Arbitration Proceedings, Orders, Defaults 30
Rule 16. Awards and Appeals 31
Rule 17. Enforcement of the Award 33
Rule 18. Confidentiality and Privacy 34
Rule 19. Suspension or Cancellation of Arbitration 35
Rule 20. Consent Awards 36
Rule 21. Sanctions 37

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Rule 22. DecisionLayer Not a Party 38
Rule 23. Fees 39
Rule 24. DecisionLayer Terms 42
Rule 25. Language of Arbitration 43
Rule 26. Force Majeure and Tolling 44
Rule 27. Record Retention and Data Privacy 45
Rule 28. Joinder and Intervention 46
Rule 29. Limitation Periods 47
Rule 30. Technology Requirements 48
Rule 31. Severability 49
Rule 32. Entire Document and Integration 50
Rule 33. Definitions and Interpretation 51
Summary of Timelines 54
Mass Arbitration Rules 57
Mass Rule 1. Supplemental Nature and Priority 57
Mass Rule 2. Designation of a Mass Arbitration 57
Mass Rule 3. DecisionLayer-Declared Mass Arbitration 58
Mass Rule 4. Claimant-Requested Mass Arbitration 58
Mass Rule 5. Administrative Orders 59
Mass Rule 6. Batching and Sequencing 60
Mass Rule 7. Individual Objections 60
Mass Rule 8. Fees, Fee Relief, and Payment Plans 61
Mass Rule 9. Third-Party Litigation Funding Disclosure 61
Mass Rule 10. Awards, Interpretation, and Severability 62
Supplemental Small Claims Rules 63
Small Claims Rule 1. Scope and Application 63
Small Claims Rule 2. Simplified Procedures 63
Supplemental Agentic Representation Rules 64
Agentic Representation Rule 1. Scope and Authorization 64
Agentic Representation Rule 2. Principal Responsibility 64
Delaware Rapid Arbitration Act Rules 65
DRAA Rule 1. Application and priority. 65

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DRAA Rule 2. Law and Seat. 65
DRAA Rule 3. Arbitrator. 65
DRAA Rule 4. Procedure and Deadline. 65
DRAA Rule 5. Award and Waiver of Review. 66
DRAA Rule 6. Judgment and Service. 66
DRAA Rule 7. Statutory Protections and Severability. 66

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Rule 1. Structure of Arbitration

(a) Overview of Arbitration Phases. DecisionLayer Arbitrations proceed through the following phases:

(1) Claim Upload. The Claimant initiates the Arbitration by submitting the Claim and all underlying Documentation through the Portal, completing KYC verification, providing consent to arbitration, and paying all required intake fees, as set forth in **Rule 6(a)**.

(2) Service. DecisionLayer issues a Service Letter to the Respondent by email and registered mail, notifying the Respondent that an Arbitration has been initiated, as set forth in **Rule 6(b)**. The Respondent has fourteen (14) calendar days from confirmation of registered mail delivery to acknowledge receipt and create an account on the Portal, as set forth in **Rule 6(c)**.

(3) Commencement. Following the Respondent's acknowledgment or expiration of the acknowledgment period, DecisionLayer shall send the Commencement Letter to all Parties pursuant to Rule 6(d); the Arbitration is deemed commenced upon issuance of that letter, and the Claim is released to the Respondent.

(4) Substantive Phases. The four substantive phases of the Arbitration are: (i) Claim; (ii) Answer; (iii) Reply; and (iv) Response. The deadlines and requirements for each substantive phase are set forth in subsection (b) below.

(5) Arbitrator Selection and Appointment. Following completion of the Response phase, an Arbitrator Selection Phase occurs in accordance with **Rule 12**, following which DecisionLayer issues an Arbitral Appointment Letter confirming the appointment of a conflict-cleared Arbitrator, as set forth in **Rule 6(g)**. Notwithstanding the foregoing, the Arbitrator may be appointed earlier at the request of the Parties, subject to any applicable fees, or at DecisionLayer's own initiative. Unless expressly defined elsewhere within these Rules, capitalized terms are defined in **Rule 33**.

(6) Award. After the Arbitrator is appointed, the Arbitrator renders an Award, as set forth in **Rule 16**.

(7) Post-Award Procedures. Following issuance of the Award, the Parties may request corrections within seven (7) calendar days or file an Appeal within seven (7) calendar days, as set forth in **Rule 16(g)** and **Rule 16(h)**. The Award is considered final fourteen (14) calendar days after service if no request for correction or Appeal is made.

(b) Substantive Phases. The four substantive phases of the Arbitration, and their associated deadlines, are as follows.

(1) Claim. In the "Claim" phase, the Party initiating an Arbitration ("Claimant") must specify its particular claim and explain the remedies sought and list any Documentation demanded in support of its claim from the respondent(s) ("Respondent(s)").

(2) Answer. The deadline for the Answer shall be ten (10) calendar days after

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DecisionLayer issues the Commencement Letter. In the "Answer" phase, the Respondent may provide its responses, defenses, and affirmative defenses and must submit the Documentation demanded by Claimant or explain why it should not, will not, or cannot produce such Documentation. The Respondent may also specify counterclaims and explain the remedies sought and may list Documentation demanded from Claimant in support of Respondent's arguments, defenses, affirmative defenses or counterclaims. Respondent may provide any other information or argumentation in support of its position.

(3) Reply. The deadline for the Reply shall be ten (10) calendar days after DecisionLayer serves notice to the Parties of receipt of the Answer. In the Reply, the Claimant may provide any further support for its claims, must provide Documentation demanded by Respondent or explain why it should not, will not, or cannot produce such Documentation, may present any defenses or affirmative defenses to counterclaims, and may provide any other information or argumentation in support of its position.

(4) Response. The deadline for the Response shall be ten (10) calendar days after DecisionLayer serves notice to the Parties of receipt of the Reply. In the Response phase, the Respondent may provide its final response in support of its responses, arguments, defenses, affirmative defenses or counterclaims, if any, and may provide any other information or argumentation in support of its position.

(5) Further Submissions. The Parties may request to make further submissions with leave of the Arbitrator on such terms as the Arbitrator deems just and appropriate. Additionally, the Arbitrator may, of its own initiative, request further submissions from the Parties.

(6) Award. After the phases listed above, an Award shall be issued as set forth in **Rule 16. Awards and Appeals.**

(c) Arbitrator Discretion. The Arbitrator is not obligated to consider claims, remedies, counterclaims, affirmative defenses, or other Arguments not fairly presented by the Parties, or Arguments first raised in an improper phase. The Arbitrator may, however, consider an otherwise proper Filing submitted in the wrong phase when fairness permits; request clarification or further submissions from the Parties; and consult or apply external legal authorities as permitted by **Rule 3(a)** and **Rule 3A**. The Arbitrator shall not independently create or supply an unasserted material factual allegation or a materially different claim, defense, or theory not reasonably supported by the substance of a Party's submissions. The Arbitrator may draw reasonable negative inferences from a Party's failure to provide requested Documentation. Any Argument to which no response has been served may be deemed admitted in the Arbitrator's discretion, subject to the Arbitrator's obligation to determine whether the record supports the requested relief. The Arbitrator may reject claims or counterclaims and may request or require that a Party re-plead, correct, or modify any claim or counterclaim. Arbitrators and Case Managers may ask questions of the Parties within the scope of their respective authority. Substantive communications shall comply with **Rule 11**.

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(d) Ongoing Documentation Obligations. If a Party discovers or obtains relevant Documentation after its applicable Filing, that Party shall promptly supplement its submission. Supplemental Documentation should ordinarily be submitted within five (5) calendar days after discovery or receipt and, in all events, before the close of Proceedings unless the Arbitrator permits a later submission for good cause. Any agreement between Parties concerning additional Documentation must be stated on the record or confirmed in writing to be enforceable in the Arbitration. The Arbitrator may permit an opposing Party a reasonable opportunity to respond to supplemental Documentation and may decline to consider untimely Documentation absent good cause.

(e) Discovery Disputes. The Parties shall include any Arguments regarding discovery disputes in the relevant Filings. The Arbitrator shall decide any such dispute.

(f) Third Party Discovery. The Parties may take discovery of third parties with the approval of the Arbitrator.

(g) Jurisdictional Challenges. Jurisdictional challenges under **Rule 8. Interpretation of Rules and Jurisdiction Challenges** may be deemed waived, unless affirmatively asserted in an Argument.

(h) Extensions. Any deadline may be modified: if required by the Agreement; if extended by the Case Manager or Arbitrator within the scope of their respective authority; by agreement of the Parties; or pending any applicable court proceeding, such as a motion or petition to compel, stay, or dismiss arbitration. By incorporating or proceeding under these Rules, the Parties expressly consent to the Case Manager or Arbitrator, as applicable, granting or denying reasonable requests to extend procedural deadlines without obtaining separate consent from each Party for each extension. The Arbitrator may extend any deadline within any Arbitration unilaterally. It is DecisionLayer's policy to grant extensions upon reasonable requests, provided that such extension does not unfairly prejudice any other Party.

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Rule 2. Scope of Rules, Eligibility

(a) Scope. These Rules govern Proceedings that are administered by DecisionLayer.

(b) Incorporation by Reference. These Rules shall be deemed incorporated into the Parties' arbitration agreement ("Agreement") whenever such Agreement specifies that disputes shall be arbitrated by DecisionLayer. Any agreement designating DecisionLayer as the arbitration forum is considered to incorporate these Rules by reference.

(c) Administration. Subject to all applicable provisions of these Rules and the applicable Agreement, DecisionLayer may, in its discretion, assign the administration of an Arbitration to its artificial intelligence system, a designated human arbitrator, or a combination of both.

(d) Party Eligibility. All Parties to a DecisionLayer arbitration must: (i) if a natural person, be eighteen years of age or older and a resident of the United States; or (ii) if an entity, be represented by someone eighteen years of age or older and duly authorized by such entity to act as representative. All Parties and representatives must comply with the know-your-client (KYC) requests presented by DecisionLayer. Failure to do so may result in a default judgment as set forth in **Rule 15. The Arbitration Proceedings, Orders, Defaults** and **Rule 16. Awards and Appeals**.

(e) Public Information. DecisionLayer may publicly share anonymized, de-identified, or aggregated information regarding any arbitration it has administered. In doing so, DecisionLayer will protect the confidentiality of the information submitted and the identities of the Parties.

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Rule 3. System Rules

(a) AI Arbitrator Instructions. The AI Arbitrator will be instructed to apply rules and instructions materially similar in substance to the following. These are not required to be verbatim system or model instructions, and DecisionLayer may vary their wording or technical implementation so long as the material decisional principles are preserved:

1. Evidence and Inferences. The Arbitrator may draw reasonable inferences from the evidence and arguments submitted by the Parties, including as to the credibility and veracity of evidence, statements, and arguments.

2. Burden of Proof. The Party asserting a claim, defense, affirmative defense, entitlement to damages, or other requested relief bears the burden of establishing each element required by applicable law, except where applicable law assigns the burden differently. The Arbitrator shall apply the standard of proof prescribed by applicable law or, if none is prescribed, the preponderance-of-the-evidence standard.

3. Governing Law. The Arbitrator shall not consider the laws of jurisdictions other than those specified in the Parties' Agreement. If no governing law is specified, the Arbitrator shall apply the substantive law of the State of New York, without reference to conflict-of-law principles. Notwithstanding anything in the Agreement or herein to the contrary, FAA shall control over any conflicting provision of any other body of law.

4. Conflicts. In the event of a clear conflict between the Rules and applicable law, applicable law shall govern. Evidence and Party arguments shall be evaluated under, and shall not supersede, the Parties' Agreement, the Rules, or applicable law.

5. Decisional Hierarchy. The Arbitrator shall resolve the dispute first according to the plain text of the Parties' Agreement and the evidence and arguments submitted. Where the Agreement does not resolve an issue, the Arbitrator shall apply the plain text of any applicable statute or regulation. Where the applicable statutory or regulatory text does not resolve the issue, or its meaning or application is unclear, the Arbitrator may rely upon applicable caselaw.

6. Arbitrability. The Parties fully delegate to the Arbitrator exclusive authority to determine all questions concerning the existence, scope, interpretation, applicability, enforceability, formation, validity, and arbitrability of the arbitration agreement and any claim or dispute, including any objection or defense to arbitration. The Arbitrator shall apply the FAA to such questions.

7. Special Damages. The Arbitrator shall award consequential, special, incidental, punitive, exemplary, treble, statutory-enhanced, or similar damages only where authorized by the Parties' Agreement or applicable substantive law and where the requirements imposed by applicable law for that category of damages have been established by the record. The Arbitrator shall not infer entitlement to a category of damages merely because the claimed

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loss was caused by or was foreseeable from the alleged conduct.

8. Damages. An award of damages must have a sufficient basis in the evidentiary record. The Arbitrator shall not award damages that are speculative or unsupported as to their existence or amount, except where the Agreement applicable law permits estimation, approximation, statutory damages, nominal damages, or another measure of relief notwithstanding uncertainty as to amount.

9. Attorneys' Fees, Expenses, and Interest. The Arbitrator may award attorneys' fees, expenses, and interest where authorized by the Parties' Agreement, the Rules, or applicable substantive law. In determining reasonable attorneys' fees or allocating procedural costs, the Arbitrator may consider whether a Party's unreasonable failure to cooperate in discovery or comply with the Arbitrator's orders caused delay or additional expense.

10. Claims and Defenses. The Arbitrator shall determine claims and defenses from the substance of each Party's factual allegations and arguments, without regard to legal terminology, writing style, grammar, dialect, education, sophistication, or whether the Party is represented by counsel. A Party need not use formal legal terminology for any cause of action, defense or legal doctrine. The Arbitrator shall not invent material factual allegations or a materially different claim or defense not supported by those submissions.

11. Scope of Relief. The Arbitrator shall not award relief materially different in kind from the relief requested by a Party unless the Parties' Agreement, the Rules, or applicable law authorizes such relief.

12. Record. The Arbitrator shall decide disputed facts solely from the evidentiary record and shall not use external sources to supply or establish adjudicative facts not contained in the record unless authorized by the Parties' Agreement, the Rules (including **Rule 3A**) or applicable law. External legal authorities may be consulted as permitted by these Rules.

13. Reasoned Award. The Arbitrator shall issue a reasoned award explaining the basis for the disposition. The Arbitrator need not address every argument, allegation, item of evidence, or issue raised by the parties.

14. Waiver and Consent. The Parties consent and waive any and all objection to these Rules.

(b) Consent to System Rules. The Parties expressly consent to the rules set forth in **Rule 3(a) (AI Arbitrator Instructions)**, and such rules are deemed a part of the relevant Agreement.

(c) Human Arbitrator Authority. Except as expressly set forth herein, a human Arbitrator shall issue the final Award in all Arbitrations. The default process for all Arbitrations features a human Arbitrator utilizing DecisionLayer's AI software as a tool. The human Arbitrator may adopt, reject, modify, or rewrite any recommendation or preliminary decision of the AI Arbitrator. The human Arbitrator may, in their judgment, provide additional instructions to the AI Arbitrator, including

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instructions regarding credibility determinations, interpretation of evidence, and any other inferences to be drawn. The human Arbitrator may participate in the case alongside the Case Manager at all times throughout the Arbitration process.

(d) AI-Only Arbitration. Notwithstanding the foregoing, if both Parties agree in writing, they may opt to have the AI software act autonomously as the sole arbitrator (an "AI-Only Arbitration") without human governance, except as otherwise provided in these Rules, including without limitation **Rule 16(g)** (Corrections) and **Rule 16(h)** (Appeals).

(e) Credibility Determinations. DecisionLayer and the Arbitrator are entitled to draw inferences and conclusions concerning the credibility of all evidence submitted in connection with any Arbitration. Such determinations may be based on, among other factors, the candor of the litigants, their responsiveness to requests and inquiries, and their production (or failure to produce) requested Documents.

(f) AI Use Comments. The Parties may submit comments to DecisionLayer or any Arbitrator regarding the use of artificial intelligence in connection with any Arbitration. Such comments may address the performance, outputs, or behavior of AI systems used by DecisionLayer in the administration or adjudication of the matter. DecisionLayer and the Arbitrator may consider such comments in the administration of the Arbitration but are not obligated to act upon them.

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Rule 3A. Hallucinations and Citations

(a) Citation Verification. DecisionLayer reserves the right to verify all citations to case law, statutes, regulations, or other legal authorities submitted by any Party. If a citation cannot be confirmed, DecisionLayer may request clarification or further information from the relevant Party. DecisionLayer may require the Parties to submit copies of relevant case law or other legal authorities that DecisionLayer itself cannot locate or verify.

(b) Rejection of Unverified Citations. DecisionLayer and the Arbitrator may, in their reasonable discretion, reject or decline to consider any case law, legal authority, or citation that cannot be verified or that appears to be inaccurate, fabricated, or otherwise unreliable.

(c) Failure to Cooperate. If a Party fails or refuses to provide requested verification, copies, or clarification of citations or legal authorities, DecisionLayer and the Arbitrator may draw negative inferences against such Party, including as to the credibility of such Party's arguments and evidence.

(d) Judicial Notice. DecisionLayer may take "judicial notice" of publicly available case law and verifiable facts that may be confirmed through public data sources. The Arbitrator is not required to notify the Parties prior to taking judicial notice of such matters but may, in its discretion, provide the Parties with an opportunity to respond.

(e) Additional Evidence. DecisionLayer and the Arbitrator may request or require the submission of additional evidence, documentation, transcripts, or testimony at any time during the Arbitration process.

(f) Alternative Rule Sets. In addition to these General Rules, DecisionLayer publishes alternative or supplemental rule sets that govern specific categories of disputes or procedures. Such alternative or supplemental rule sets shall be implemented at the request of the Parties or as required by the Agreement. Alternative or supplemental rule sets modify and supplement these General Rules to the extent expressly provided therein. The following supplemental rule sets are set forth at the end of this document: (i) the Supplemental Mass Arbitration Rules, which govern qualifying Mass Arbitrations as provided therein; (ii) the Supplemental Small Claims Rules, which govern small claims procedures and arbitrations for amounts below the small claims ceiling in the Fee Schedule; and (iii) the Supplemental Agentic Representation Rules, which govern the use of AI agents and other automated systems to submit materials on behalf of Parties. Use of any alternative or supplemental rule set may be subject to additional fees as set forth in the Fee Schedule.

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Rule 3B. Hearings and Motions

(a) Request for Hearings. The Parties may request, and the relevant Case Manager or Arbitrator may suggest, live video hearings with the Arbitrator to address concerns that arise during the Arbitration process or in connection with any motion.

(b) Purposes of Hearings. Hearings may be conducted for any of the following purposes, among others: (i) to clarify evidence; (ii) to hear testimony or statements from parties, witnesses, or experts; (iii) to assess credibility; (iv) to address privilege and evidence exclusion issues; (v) to establish or modify timelines; (vi) to hear and consider motions or other procedural requests; and (vii) for other reasons as may be necessary or prudent in the circumstances.

(c) Hearing Fees. Hearings shall be subject to additional fees as set forth in the Fee Schedule or as otherwise determined by DecisionLayer. DecisionLayer may require payment of such fees in advance of the hearing.

(d) Hearing Records. The results of hearings, including transcripts, recordings, and the Arbitrator's notes, may be included in or considered as part of the arbitral record. Such materials may be provided to the AI Arbitrator for analysis and may be considered by the human Arbitrator in rendering the final Award.

(e) Motions. The parties may make any motion permitted by these Rules, the applicable Agreement a DecisionLayer Case Manager, or the Arbitrator. Motions shall be subject to additional fees as set forth in the Fee Schedule or as otherwise determined by DecisionLayer. If motions require a separate award to be issued, applicable fees shall apply as set forth in the Fee Schedule or as otherwise determined by DecisionLayer.

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Rule 3C. Evidentiary Submissions

(a) General Policy. It is DecisionLayer's policy to broadly accept and consider evidence submitted by the Parties. DecisionLayer will make reasonable efforts to accommodate a wide variety of file types, and Case Managers will offer reasonable assistance to the Parties in connection with filetype compatibility.

(b) Audiovisual Evidence. DecisionLayer accepts audiovisual evidence, including video and audio recordings. Processing of audiovisual evidence may be subject to additional fees as applicable.

(c) Bulk Evidence. For submissions of greater than one hundred (100) files or one hundred (100) megabytes in aggregate size, additional fees may apply. Parties should consult the Fee Schedule or contact the Case Manager prior to submitting bulk evidence.

(d) Restricted Evidence. A Party seeking to submit evidence where disclosure to the opposing Party would be prohibited by applicable law, binding order, or would create a specific and substantial risk of serious harm that cannot reasonably be mitigated, may apply for restricted treatment pursuant to **Rule 11(c)** (*Ex Parte* Motions and Preliminary Applications).

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Rule 4. Amendment of Rules

DecisionLayer reserves the right to modify these Rules at any time without prior notice. The Rules that are in force on the commencement date of an Arbitration (as defined in **Rule 6. Commencing an Arbitration, Arbitrator Selection Phase, and Service**) shall govern that Arbitration, unless the Parties have mutually agreed to apply a different version of the Rules.

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Rule 5. Conflict with Law

Should any provision of these Rules, or any modification agreed to by the Parties, violate applicable law, the applicable legal provision shall prevail over the violative Rule only to the minimum extent necessary, and all other Rules shall remain unaffected. The Arbitrator retains sole and exclusive authority to make determinations regarding any conflicts arising under this Rule.

If a Party is subject to a jurisdiction that restricts or prohibits AI-rendered awards, the Arbitration will follow **Rule 1. Structure of Arbitration**. However, DecisionLayer reserves the right, at any phase, to appoint a human Arbitrator for the purposes of compliance with applicable law. In such cases, DecisionLayer may require the Parties to pay the fees associated with a human-based Arbitration (as defined in our Fee Schedule) prior to the issuance of the Award.

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Rule 6. Commencing an Arbitration, Arbitrator Selection Phase, and Service

(a) Claim Intake and Initial Review. To initiate an Arbitration, the Claimant must submit the following through the Portal: (i) the Claim and all underlying Documentation; (ii) completion of know-your-client (KYC) verification; (iii) consent to arbitration by DecisionLayer; and (iv) payment of all required intake fees as set forth in the Fee Schedule. Upon receipt of a complete submission, DecisionLayer shall review the Claim to confirm it is not impermissible under these Rules or applicable law. DecisionLayer reserves the right to reject any Claim that, in its sole discretion, is illegal, frivolous, vexatious, fraudulent, contains adversarial prompts, or is otherwise unsuitable for arbitration.

(b) Initial Service Letter. Upon successful completion of the intake review described in subsection (a), DecisionLayer shall issue a "Service Letter" to the Respondent. Service of the Service Letter shall be made by any means permitted in Rule 6(k) (Methods of and Consent to Service) to the address(es) provided by the Claimant or set forth in the Agreement. Additionally, a copy of the Service Letter shall be mailed to Respondent by registered mail unless: (i) otherwise provided for in the Agreement; (ii) Respondent has an existing DecisionLayer account and consented to receive Service Letters through the DecisionLayer portal; (iii) Respondent has not provided a physical mailing address or registered mail is not available for any reason; or (iv) prohibited by applicable law, rule or order. The Service Letter shall notify the Respondent that an Arbitration has been initiated, identify the Claimant, and provide instructions for the Respondent to acknowledge receipt and create an account on the Portal. If the Respondent did not provide a physical mailing address in the Agreement, or registered mail is undeliverable for any reason, then email shall be deemed sufficient service.

(c) Respondent Acknowledgment Period. Upon issuance of the Service Letter, the Respondent shall have fourteen (14) calendar days to acknowledge receipt and create an account on the Portal. If the Respondent fails to acknowledge receipt and create an account within the fourteen (14) day period, DecisionLayer may proceed in accordance with subsection (e) (Non-Responding Respondent) below.

(d) Commencement Letter. Following the Respondent's acknowledgment and account creation, or following expiration of the fourteen (14) day acknowledgment period (whichever occurs first), DecisionLayer shall issue a Commencement Letter to all Parties pursuant to this **Rule 6**. The Arbitration is deemed commenced upon issuance of the Commencement Letter. At the same time, DecisionLayer shall release the Claim and all underlying Documentation to the Respondent. The Respondent shall have ten (10) calendar days from the date of the Commencement Letter to file an Answer, as set forth in **Rule 1**.

(e) Non-Responding Respondent. If the Respondent fails to acknowledge receipt of the Service Letter and create an account within the fourteen (14) day acknowledgment period, DecisionLayer may nonetheless proceed with the Arbitration upon: (i) confirmation that the Service Letter was delivered via registered mail; (ii) receipt of evidence, satisfactory to DecisionLayer in its sole

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discretion, that the Respondent has been served with notice of the Arbitration, including through any means permitted in **Rule 6(k)** or the applicable Agreement; or (iii) receipt of a copy of a court order deeming service to have been sufficient or compelling Arbitration by DecisionLayer. In such cases, the Arbitration shall proceed in accordance with these Rules, subject to the requirements of **Rule 14. A Party's Failure to Participate**, **Rule 15(f)**, and **Rule 16(j)**.

(f) Arbitrator Selection Phase. Following completion of the Response phase, an Arbitrator Selection Phase shall occur in accordance with **Rule 12. Arbitrator Selection, Disclosures and Replacement**.

(g) Arbitral Appointment Letter. Upon successful completion of the Arbitrator Selection Phase, including clearance of all conflict checks through manual human review and resolution of any objections pursuant to **Rule 12**, DecisionLayer shall issue an "Arbitral Appointment Letter" to all Parties. The Arbitral Appointment Letter confirms that a conflict-cleared Arbitrator has been formally appointed and that all Parties have received notice of the Arbitrator's identity.

(h) Summary of Administrative Milestones. The Service Letter confirms that DecisionLayer has received the Claim, completed its initial review, and initiated service upon the Respondent. The Commencement Letter confirms that the acknowledgment period has concluded, that the Claim has been released to the Respondent, and that the Answer deadline has begun. The Arbitral Appointment Letter confirms that a conflict-cleared Arbitrator has been formally appointed and that the Arbitrator may proceed to render an Award.

(i) Electronic Submissions. The Parties acknowledge and agree that all Documentation, Submissions and Filings, except for applicable Fee Waivers, must be submitted electronically to DecisionLayer. Each Party is required to maintain and regularly monitor a valid email address for receiving documents and notifications. Any document submitted via the DecisionLayer Portal is considered filed upon completion of transmission to the Portal. A document e-filed by 11:59 p.m. in the sender's time zone is deemed filed on that date.

(j) Electronic Signatures. Each document submitted to the DecisionLayer Portal shall be deemed signed by the Party, Arbitrator, Case Manager, attorney, representative, or declarant who submits it.

(k) Methods of and Consent to Service. Each Party consents to receive service of process in connection with the commencement of an Arbitration by any method permitted by this **Rule 6(k)**. Each Party waives any objection to service by these means to the fullest extent permitted by law. The Parties also consent to service of Submissions, Filings, notices, and other communications in any pending Arbitration, as well as any Court Filing, by any means permitted by this **Rule 6(k)**, the Agreement, or applicable law. Permitted methods of service hereunder are: (i) communications made through the Portal; (ii) email; (iii) by registered mail pursuant to New York CPLR § 7503(c); (iv) any method permitted by the Agreement, the Arbitrator, or applicable law. Notwithstanding anything herein to the contrary, no method of service of Court Filings shall be permitted to the

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extent prohibited by applicable law. Following issuance of a Commencement Letter, submission of Documentation through the Portal constitutes valid and effective service of Filings and notices of changes in the instant proceeding, including notices concerning deadlines, scheduling, orders, submissions, or other procedural developments, with service complete when transmission to the Portal is completed.

(l) Technical Errors. If any Filing via the Portal fails due to a technical error in transmission, the Arbitrator or DecisionLayer may, in its discretion, allow the document to be filed or served as though it were originally filed or served on the date the initial filing attempt was made. The Arbitrator may also, at its discretion, extend any applicable deadline.

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Rule 7. Administrative Matters

(a) Portal Communications. All Proceedings will be conducted through DecisionLayer's Portal or through such means as designated by the Arbitrator. All communications will occur through the Portal, except for permitted *ex parte* communications as detailed in **Rule 11. *Ex Parte* and "Out of Phase" Communications**.

(b) Failure to Pay Fees. If, at any point, any Party has not paid fees or expenses in full, DecisionLayer may direct the suspension or termination of the Proceedings. DecisionLayer may notify the Parties so that one of them may advance the required payment. Should one Party advance a payment owed by another Party, the Arbitration shall proceed, and the Arbitrator may apportion costs as appropriate in accordance with **Rule 16. Awards and Appeals** and **Rule 23. Fees**.

(c) Document Retention. DecisionLayer shall retain the case record, including Party Filings, Documentation, administrative orders, hearing records maintained by DecisionLayer, and the Award, for at least one (1) year after service of the final Award. If DecisionLayer receives notice within that period of a pending judicial proceeding to confirm, enforce, correct, modify, or vacate the Award, DecisionLayer shall make good faith efforts to retain the record until the proceeding is finally resolved, subject to applicable law, lawful process, and reasonable data-security requirements. The Parties may download the case record during the applicable retention period. Thereafter, DecisionLayer may archive or delete Documentation in accordance with its retention and privacy policies.

(d) Third Party Joinder Administration. DecisionLayer may receive and administratively process a request for joinder or intervention, establish a schedule for submissions, serve the request on affected persons, and assign the request to the Arbitrator. DecisionLayer shall not decide whether a non-signatory is bound to arbitrate or may be joined over objection. Any disputed joinder or intervention shall be decided by the Arbitrator under **Rule 28**.

(e) API and MCP Availability. DecisionLayer may make an application programming interface ("API") and Model Context Protocol ("MCP") available to Parties that wish to utilize them in connection with Arbitrations. DecisionLayer Personnel, but not Arbitrators, may provide assistance to Parties who request such assistance in connection with integrating with or utilizing these APIs and MCPs. The Parties acknowledge that (i) such integration assistance is performed solely and exclusively by non-Arbitrator personnel; (ii) use of any of these technical tools does not confer any advantage in any Arbitration; and (iii) the Arbitrator will not be made aware of a Party's use of or reliance on such tools. The Parties irrevocably waive any objection to any Party's use of or reliance on such tools and to DecisionLayer Personnel's assistance offered to any Party in connection with use of or reliance on such tools.

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Rule 8. Interpretation of Rules and Jurisdiction Challenges

(a) Interpretation of Rules. The Arbitrator shall resolve disputes concerning the interpretation and applicability of these Rules and the conduct of the Arbitration Hearing. Such determination may include resolution of conflicts, ambiguities, omissions, or errors within these Rules, among the Rules and applicable law, or the provisions of any agreement or contract that is the subject of any Arbitration. The Arbitrator's resolution shall be final.

(b) Jurisdiction and Arbitrability. Disputes regarding jurisdiction and arbitrability, including disputes concerning the formation, existence, validity, interpretation, or scope of the Agreement under which Arbitration is sought, as well as the identity of proper Parties to the Arbitration, shall be submitted to and decided by the Arbitrator.

(c) Arbitrator Appointment Disputes. Except as otherwise provided in **Rule 12. Arbitrator Selection, Disclosures and Replacement** with respect to objections submitted during the Arbitrator Selection Phase, disputes concerning the appointment of the Arbitrator shall be resolved by DecisionLayer in its reasonable discretion.

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Rule 9. Representation

(a) Right to Representation. The Parties, whether natural persons or legal entities such as corporations, limited liability companies, or partnerships, may be represented by counsel or any other individual of the Party's choosing, subject to applicable law. Parties may proceed without counsel, subject to applicable law. DecisionLayer may, but is not obligated to, require a Party to be represented by counsel for any Arbitration. A Party's representative may act on that Party's behalf in complying with these Rules. DecisionLayer reserves the right to prohibit or disqualify the participation of any person as determined within its reasonable discretion, for instance, in connection with conflicts of interest, sanctions, unauthorized practice of law, or illegality.

(b) Changes in Representation. A Party shall provide prompt written notice to DecisionLayer, via the Portal, of any change in its representation, including the name, address, telephone number, and email address of the new representative.

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Rule 10. Withdrawal from Arbitration

(a) Voluntary Withdrawal. A Party that has asserted a claim or counterclaim may withdraw that claim or counterclaim without prejudice via the Portal. However, the opposing Parties may, within seven (7) calendar days of service of such notice, request that the Arbitrator impose conditions on the withdrawal as the Arbitrator may direct.

(b) Restrictions on Withdrawal. No Respondent to a claim or counterclaim may terminate or withdraw from an Arbitration following the issuance of the Commencement Letter (see **Rule 6. Commencing an Arbitration, Arbitrator Selection Phase, and Service**), except by written agreement of all Parties to the Arbitration.

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Rule 11. *Ex Parte* and "Out of Phase" Communications

(a) General Rule. No Party may engage in or have any *ex parte* communication with the Arbitrator concerning the merits, evidence, credibility, jurisdiction, arbitrability, requested relief, or any other substantive matter in the Arbitration, except as expressly permitted by this Rule. Except as expressly permitted below, all substantive communications with the Arbitrator must be transmitted to all Parties simultaneously.

(b) Permitted Ex Parte Communications. *Ex parte* communications are permitted for: (i) communications with DecisionLayer or a Case Manager concerning purely administrative matters, including technical assistance, fee-relief applications, payment arrangements, scheduling logistics, service information, or conflict disclosures, provided that no merits argument is conveyed to the Arbitrator; (ii) in camera communications authorized by the Arbitrator concerning privilege, work-product protection, confidentiality, security, sealing, suppression, or similar matters for which disclosure itself could defeat or materially impair the protection sought; (iii) an application for emergency interim or protective relief where advance notice is impracticable or would materially defeat the purpose of the requested relief; and (iv) communications expressly authorized by these Rules, the Agreement, applicable law, or a prior order of the Arbitrator.

(c) *Ex Parte* Motions and Preliminary Applications. A Party may submit a motion or application *ex parte* when reasonably necessary to consider or preserve privilege, confidentiality, work-product protection, security, sealing, suppression, the permissibility or manner of an evidence submission, or any other threshold, gateway, jurisdictional, procedural, or preliminary issue for which advance disclosure of the application or the information at issue could materially prejudice the right or protection sought. The Arbitrator may receive the application *ex parte*, determine whether *ex parte* treatment is warranted, enter temporary or protective directions, and determine what portions, if any, must be disclosed to another Party before the underlying issue is finally determined.

(d) Safeguards. *Ex parte* treatment shall be no broader or longer than reasonably necessary. An Arbitrator shall not rely on substantive information received *ex parte* to decide the merits unless the information is subsequently disclosed to the other Parties and they are given a reasonable opportunity to respond, except to the extent disclosure is lawfully withheld or would defeat a privilege, confidentiality protection, sealing or suppression order, or other protection recognized by the Arbitrator or applicable law. Any emergency or temporarily withheld application and any resulting order or communication shall be disclosed to all Parties as promptly as reasonably practicable after the need for *ex parte* treatment ends, subject to any continuing protective order or lawful restriction.

(e) Inadvertent Communications. If a Party inadvertently sends a prohibited ex parte communication to the Arbitrator, the Arbitrator or Case Manager shall cause the communication to be provided to all Parties promptly. The inadvertent communication alone shall not invalidate the Arbitration or require disqualification absent a Disqualifying Factor or material prejudice.

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(f) Case Manager Communications. Parties may contact the Case Manager outside the Portal where the Portal does not provide native functionality. The Case Manager may resolve administrative matters within DecisionLayer's authority. If such a communication contains substantive information that should be before the Arbitrator, the Case Manager shall place it on the record and provide it to all Parties before the Arbitrator considers it, except to the extent *ex parte* treatment is permitted by this Rule.

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Rule 12. Arbitrator Selection, Disclosures and Replacement

(a) General. DecisionLayer Arbitrations will be conducted by the DecisionLayer Arbitrator appointed in accordance with this **Rule 12**. DecisionLayer shall appoint the Arbitrator, subject to the requirements of the Agreement and these Rules.

(b) Arbitrator Selection Methods. The method of Arbitrator selection shall be determined as follows: (i) Contractual Method: if the Parties' governing Agreement specifies a particular lawful method of Arbitrator selection, that method shall govern; (ii) Direct Appointment: if the Agreement expressly grants DecisionLayer direct appointment authority, or if the case is administered under disclosed promotional or subsidized pilot terms that expressly authorize direct appointment, DecisionLayer may directly appoint the Arbitrator without panel ranking; and (iii) Standard Selection: in all other circumstances, the selection process in subsection (c) applies. "Pilot terms" are case terms disclosed to all Parties before commencement that may include waived or subsidized fees, testing of new administrative procedures, or participation in a disclosed demonstration program. Pilot status does not permit disclosure of confidential case materials or Party identities for publicity or content without any consent otherwise required by Rule 18, the DecisionLayer Terms, and applicable law.

(c) Standard Selection Process. Following completion of the Response phase, DecisionLayer shall issue an "Arbitrator Selection Letter" to both Parties simultaneously. By default, the Arbitrator Selection Letter shall present a single arbitrator candidate nominated by DecisionLayer. The Parties may elect, upon payment of the applicable fees as set forth in the Fee Schedule, to receive a panel of three (3) or more arbitrator candidates (the "Panel Selection Method"). Where the Panel Selection Method does not apply, each Party shall have three (3) calendar days from issuance of the Arbitrator Selection Letter to submit objections based on Disqualifying Factors (as defined in subsection (g) below). Where the Panel Selection Method applies, each Party may rank candidates in order of preference during the same three (3) calendar day window. Regardless of whether the Panel Selection Method applies, if a Party fails to rank, object, or otherwise respond within three (3) calendar days, that Party shall be deemed to have waived its objections and ranking rights to the fullest extent permitted by law and to have accepted all candidates. If neither Party responds, DecisionLayer may appoint the Arbitrator in its sole discretion. For an Arbitration arising from an employment agreement with an individual worker, unless the Agreement provides a more protective lawful procedure, DecisionLayer shall offer a panel of at least three (3) conflict-cleared candidates without charging the individual worker an additional panel-selection fee, and each side shall have at least seven (7) calendar days to rank or object to candidates.

(d) Objection Rights and Limitations. Each Party has the right to object to any arbitrator candidate based on Disqualifying Factors. In a direct-appointment pilot under subsection (b)(ii), the party-facing pilot disclosure shall identify the direct-appointment procedure, disclose the proposed Arbitrator's identity and any known Disqualifying Factors before commencement, explain any fee subsidy or promotional consideration, and state whether and how anonymized information

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concerning the existence or outcome of the matter may be used. A Party may waive ordinary ranking rights by accepting disclosed pilot terms, but no waiver shall extend to a Disqualifying Factor that was not disclosed or could not reasonably have been known when the waiver was made.

(e) (1) Human Arbitrators. Every prospective human Arbitrator must complete a conflict check prior to appointment. DecisionLayer shall disclose in writing any specific concerns, relationships, or circumstances that may give rise to justifiable doubt as to the Arbitrator's impartiality or independence. No human Arbitrator shall be formally appointed without completion of such conflict check.

(2) AI System. The AI Arbitrator shall not be instructed or configured to favor any Party, class of Party, repeat user, customer, or category of claimant or respondent. Information concerning a Party's commercial relationship with DecisionLayer, prior case volume, or fees paid to DecisionLayer shall not be treated as relevant to the merits unless properly part of the arbitral record. DecisionLayer shall disclose in writing any specific concerns, relationships, or circumstances that may give rise to justifiable doubt as to the AI Arbitrator's impartiality or independence.

(f) DecisionLayer Authority Regarding Objections. DecisionLayer retains sole and final discretion to hear, evaluate, and rule on any objections submitted by the Parties regarding an Arbitrator's bias, impartiality, conflicts, or disclosures. DecisionLayer may sustain, overrule, or request additional information regarding any objection. DecisionLayer's determination on any such objection shall be final.

(g) Disqualifying Factors. For purposes of this **Rule 12**, "Disqualifying Factor" means any circumstance likely to give rise to justifiable doubt about the Arbitrator's impartiality or independence, including any bias, any financial or personal interest in the outcome of the Arbitration, or any past or present relationship with the Parties or their representatives.

(h) Replacement of Arbitrator. If, for any reason, the Arbitrator selected is unable to fulfill the Arbitrator's duties or is disqualified, a successor Arbitrator shall be chosen in accordance with this Rule. DecisionLayer will make the final determination as to whether an Arbitrator is unable to fulfill his or her duties, and that decision is final.

(i) Early Appointment. A Party may request early appointment of an Arbitrator at any time during an Arbitration, upon payment of the applicable fees as set forth in the Fee Schedule.

(j) Ongoing Disclosure Obligations. Notwithstanding the completion of the Arbitrator Selection Phase, the obligation of the Arbitrator, the Parties, and their representatives to disclose all Disqualifying Factors shall continue throughout the Arbitration process. At any point during the Arbitration process, a Party may challenge the continued service of an Arbitrator for cause based on Disqualifying Factors. The challenge must be based upon information not known to the Parties at the time the Arbitrator was designated. A challenge for cause must be submitted in writing and exchanged with opposing Parties, who may respond within seven (7) calendar days of service of

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the challenge. DecisionLayer shall make a determination as to such challenge, taking into account the materiality of the facts and any prejudice to the Parties. That decision is final.

(k) Treatment of Aligned Parties. Entities or individuals whose interests are not adverse with respect to the issues in dispute shall be treated as a single Party for purposes of the Arbitrator selection process. DecisionLayer shall determine whether the interests of entities or individuals are adverse for purposes of Arbitrator selection, considering such factors as whether they are represented by the same attorney and whether they are presenting joint or separate positions at the Arbitration.

(l) Transfer of Dispute; Unavailability of DecisionLayer. If, for any reason, DecisionLayer withdraws, is unable or unavailable to administer or hear an Arbitration, or cannot continue administration, including because of a non-waivable conflict, incapacity, cessation of operations, or other reason, DecisionLayer and the Parties shall reasonably cooperate to preserve the Arbitration and transfer the matter and case record to another qualified arbitrator or arbitral administrator. If the Agreement expressly names another arbitrator, successor arbitrator, or method of appointment, that provision shall control to the extent enforceable. Otherwise, the Parties may agree upon a qualified replacement arbitrator. If no replacement arbitrator is expressly named by the Agreement and the Parties do not agree upon one, the Parties shall apply to any court of competent jurisdiction for appointment of an arbitrator pursuant to the Federal Arbitration Act, including 9 U.S.C. § 5, or other applicable law. DecisionLayer shall reasonably cooperate with such transfer or application to the extent practicable and permitted by law. IF FOR ANY REASON DECISIONLAYER CANNOT HEAR THE CASE, THE PARTIES SHALL APPLY TO ANY COURT OF APPLICABLE JURISDICTION TO APPOINT AN ARBITRATOR PURSUANT TO THE FEDERAL ARBITRATION ACT.

(m) Statutory Arbitrator Requirements. Where required by applicable law or binding court order, DecisionLayer and the Arbitrator shall comply with applicable arbitrator disclosure, qualification, and disqualification requirements, including required notice periods and mandatory ethical standards. These requirements, including, where applicable, California Code of Civil Procedure sections 1281.9 and 1281.91, control over any inconsistent provision of these Rules.

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Rule 13. Scheduling of Arbitration Hearing

The Arbitrator, through the Portal, will schedule all hearing(s). The Arbitrator may allow for Out of Phase communications regarding scheduling matters.

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Rule 14. A Party's Failure to Participate

If a Party has failed to participate in the Arbitration process, and the Arbitrator reasonably concludes that the Party will not participate in the Arbitration, the Arbitrator may proceed without the involvement of that Party, subject to **Rule 15(f) (Defaults Against Non-Appearing Parties)**.

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Rule 15. The Arbitration Proceedings, Orders, Defaults

(a) Conduct of Proceedings. The Arbitrator will ordinarily conduct the Proceedings in the manner prescribed in these Rules. The Arbitrator may modify these procedures if it is determined to be reasonable and appropriate to do so.

(b) Oaths. Any witness-submitted documentation or testimony may be required to be made under oath.

(c) Rules of Evidence. Strict adherence to the rules of evidence is not required, except that the Arbitrator may consider applicable law relating to privileges and work product. The Arbitrator shall consider evidence that it finds relevant and material to the dispute, giving the evidence such weight as it deems appropriate. The Arbitrator may exclude or decline to consider evidence that it deems immaterial or repetitive, provided that all Parties are afforded the opportunity to present material and relevant evidence.

(d) Settlement Communications. The Parties should not offer as evidence, and the Arbitrator may not consider, prior settlement offers by the Parties or communications relating to efforts to resolve the dispute being arbitrated, except to the extent that applicable law permits the admission of such evidence.

(e) Close of Proceedings. The Proceedings will be closed at the conclusion of the Phases or such other date as the Arbitrator selects if necessary to permit the Parties to submit additional Filings as determined by the Arbitrator.

(f) Defaults Against Non-Appearing Parties. Consistent with **Rule 14 (A Party's Failure to Participate)**, the Arbitrator may proceed with the Proceedings in the absence of a Party that, after receiving notice of the Proceeding pursuant to **Rule 6** or **Rule 13** (as applicable) fails to respond. The Arbitrator shall not render an Award against a non-appearing Party solely on the basis of the default or absence of that Party. To obtain an Award against a non-appearing Party, the moving Party must present a *prima facie* argument that would, if unrebutted, support an award in its favor. The Arbitrator shall make objective judgments of the evidence and arguments proffered by the moving Party, and shall not draw any negative inferences against the non-appearing Party except as specifically indicated by the particular circumstances of the failure to appear.

(g) Enforceable Orders. The Arbitrator may issue orders which the Parties may seek to enforce by entry into any court or tribunal of competent jurisdiction, including as set forth in **Rule 17. Enforcement of the Award**. In connection therewith, the Arbitrator or Case Manager may extend any relevant Proceeding deadlines and may communicate with the Parties through the Portal regarding such orders, their enforcement, and their impacts on relevant Proceedings.

(h) Alternate Arbitrator or Arbitral Body. If DecisionLayer is unable or unavailable to hear or administer a dispute for any reason, the transfer and replacement procedures in **Rule 12(l)** shall apply.

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Rule 16. Awards and Appeals

(a) Timing of Award. The Arbitrator shall render an Award within thirty (30) calendar days after the date on which the Proceedings are closed as defined in **Rule 15. The Arbitration Proceedings, Orders, Defaults**. The Arbitrator shall deliver the Award to the Parties via the Portal or through other means determined by the Arbitrator.

(b) Other Decisions. In addition to an Award, the Arbitrator may make other decisions, including interim or partial rulings, orders, and Awards.

(c) Interim Measures. The Arbitrator may grant whatever interim measures are deemed necessary. Such interim measures may take the form of an interim or Partial Award. Any recourse by a Party to a court for interim or provisional relief shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

(d) Allocation of Fees. The Arbitrator's Award may allocate Arbitration fees and Arbitrator compensation and expenses, unless such an allocation is expressly prohibited by the Parties' Agreement. (Such a prohibition may not limit the power of the Arbitrator to allocate Arbitration fees and Arbitrator compensation and expenses pursuant to **Rule 23. Fees**.)

(e) Attorneys' Fees. The Arbitrator's Award may allocate attorneys' fees and expenses and interest (at such rate and from such date as the Arbitrator may deem appropriate) if provided by the Parties' Agreement or allowed by applicable law. When the Arbitrator is authorized to award attorneys' fees and must determine the reasonable amount of such fees, it may consider whether the failure of a Party to cooperate reasonably in the discovery process or comply with the Arbitrator's discovery orders caused delay to the Proceeding or additional costs to the other Parties.

(f) Form of Award. The Award shall consist of a written statement authenticated by the Arbitrator and transmitted to the Parties. The form of Award shall be within the reasonable discretion of the Arbitrator. The Arbitrator shall sign the Award pursuant to N.Y. CPLR 7507. For the purposes of AI-Only Arbitration, the AI Arbitrator may include a unique stamp, code or other digital identifier (the "Authenticating Mark"). The Parties consent and waive any objection to the Authenticating Mark serving as the AI Arbitrator's signature for the purposes of N.Y. CPLR 7507.

(g) Corrections. Within seven (7) calendar days after issuance of a Partial Award or Award by DecisionLayer, any Party may submit to DecisionLayer a request that the Arbitrator correct any computational, typographical, or other similar error in an Award (including the reallocation of fees pursuant to **Rule 23. Fees**), or the Arbitrator may on its own initiative propose to correct such errors in an Award. A Party opposing such correction shall have seven (7) calendar days after service thereof to file any objection. The Arbitrator may make any necessary and appropriate corrections to the Award within fourteen (14) calendar days of receiving a request or seven (7) calendar days after its proposal to do so. The Arbitrator or Case Manager may extend the time for making corrections on its own initiative or upon good cause. The corrected Award shall be served upon the Parties in the same manner as the Award.

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(h) Appeals. Within seven (7) calendar days after issuance of a Partial Award or Award by DecisionLayer, any Party may file a written notice of appeal (an "Appeal"). The filing of an Appeal is subject to payment of the appellate fee as determined by DecisionLayer's Fee Schedule (see Rule 23). Upon timely filing of a notice of Appeal and payment of the required fee, DecisionLayer shall appoint a human Arbitrator (the "Appellate Arbitrator") to conduct a *de novo* review on the existing arbitral record. The Parties may submit appellate arguments directed to that existing record, but no Party may introduce new evidence, Documentation, testimony, or other materials that were not part of the record before the original Arbitrator, except upon a written finding by the Appellate Arbitrator of extraordinary circumstances. If the Appellate Arbitrator permits any additional material on that basis, all other Parties shall receive a reasonable opportunity to respond. The Appellate Arbitrator may request clarification concerning materials already in the record but shall not reopen the evidentiary record absent extraordinary circumstances. The Appellate Arbitrator shall render an Award consistent with these Rules. DecisionLayer will issue the final Award within fourteen (14) days after receipt of applicable fees unless extended by the Appellate Arbitrator or Case Manager.

The Award issued by the Appellate Arbitrator shall be final and binding, and shall not be subject to further review, appeal or reconsideration by DecisionLayer, except that either Party may request corrections pursuant to **Rule 16(g). Corrections**.

(i) Finality of Award. The Award is considered final, for purposes of judicial proceedings to enforce, modify, or vacate the Award pursuant to **Rule 17. Enforcement of the Award**, fourteen (14) calendar days after service if no request for a correction is made.

(j) Default Awards. The Arbitrator may render an Award in the absence of a Party as permitted by **Rule 14**, **Rule 15(f)**, the Agreement, and applicable law. The Arbitrator shall not impose a default Award merely because a Party engaged in alleged dishonesty, misconduct, or a violation of an oath, affidavit, or procedural obligation. Any such conduct shall instead be evaluated as part of the merits, credibility determinations, evidentiary rulings, or sanctions under **Rule 21**, as applicable. In every case involving a non-appearing Party, the requirements of **Rule 15(f)** apply.

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Rule 17. Enforcement of the Award

Proceedings to enforce, confirm, modify, or vacate an Award will be controlled by and conducted in conformity with the Federal Arbitration Act, 9 U.S.C. Sec 1, *et seq.*, NYCPLR Article 75, or such other law(s) as may be specified by the Parties in the Agreement. The Parties to an Arbitration under these Rules shall be deemed to have consented to the entry of judgment upon the Award in any court or tribunal having jurisdiction thereof or any court or tribunal designated in the Agreement. **Without limiting the foregoing, the Parties are deemed to have consented to the entry of judgment upon the Award in any state or federal court located within the State of New York.**

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Rule 18. Confidentiality and Privacy

(a) Confidentiality of Proceedings. DecisionLayer and the Arbitrator shall maintain the confidential nature of the Proceedings and the Award, except as necessary in connection with a judicial challenge to or enforcement of an Award, as permitted by the DecisionLayer Terms, or unless otherwise required by law or judicial decision.

(b) Protective Orders. The Arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets, or other sensitive information.

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Rule 19. Suspension or Cancellation of Arbitration

If the Arbitrator determines that the Parties are not proceeding in good faith, are seeking to undermine the integrity of the Arbitration process, are seeking illegal or impossible remedies, or for any other reason, the Arbitrator may suspend or cancel any Arbitration.

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Rule 20. Consent Awards

If, at any stage of the Arbitration process, all Parties agree upon a settlement of the issues in dispute and request the Arbitrator to incorporate the agreement in a consent award (a "Consent Award"), the Arbitrator may, but shall not be required to, comply with such request in the Arbitrator's reasonable discretion. The Arbitrator's refusal, for whatever reason, to issue a Consent Award shall not prevent the parties from otherwise resolving their dispute and withdrawing the Arbitration in accordance with **Rule 10. Withdrawal from Arbitration.**

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Rule 21. Sanctions

The Arbitrator may order appropriate sanctions for a Party's failure to comply with its obligations under any of these Rules or with an order of the Arbitrator. These sanctions may include, but are not limited to, assessment of Arbitration fees and Arbitrator compensation and expenses; any other costs occasioned by the actionable conduct, including reasonable attorneys' fees; exclusion of certain evidence; drawing adverse inferences; or determining an issue or issues submitted to Arbitration adversely to the Party that has failed to comply.

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Rule 22. DecisionLayer Not a Party

The Parties agree that DecisionLayer, Decision Science Research Corporation, each Arbitrator, and all other DecisionLayer Personnel are not necessary or indispensable parties in any litigation, special proceeding, motion, petition, action, or other judicial or administrative proceeding relating to an Arbitration, an Award, or the subject matter of an Arbitration, including any proceeding to confirm, enforce, correct, modify, or vacate an Award. No Party shall name or join DecisionLayer, an Arbitrator, or other DecisionLayer Personnel solely because of their administration of or service in the Arbitration. "DecisionLayer Personnel" includes DecisionLayer's current and former officers, directors, employees, contractors, Case Managers, Arbitrators, appellate arbitrators, agents, and other persons acting on DecisionLayer's behalf, whether employees or independent contractors. Nothing in these Rules waives or limits any arbitral, judicial, statutory, contractual, or other immunity available to DecisionLayer or any Arbitrator. No DecisionLayer Personnel shall be liable to a Party for any act or omission in connection with an Arbitration to the fullest extent permitted by law. The Parties shall bear the reasonable cost, including attorneys' fees, of responding to subpoenas or proceedings improperly directed to DecisionLayer Personnel arising from an Arbitration, subject to applicable law and any order of a court of competent jurisdiction. To the fullest extent permitted by applicable law, no Party shall call, subpoena, or otherwise seek testimony from DecisionLayer or any DecisionLayer Personnel in any litigation or other proceeding relating to an Arbitration. Notwithstanding any contrary provision of the DecisionLayer Terms, each Arbitrator is an intended third-party beneficiary of, and may enforce, the protections afforded to that Arbitrator under this Rule. DecisionLayer shall not assign, and no Arbitrator shall be required to accept, an Arbitration unless the liability and witness protections of this Rule are in effect for that Arbitrator in that Arbitration.

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Rule 23. Fees

(a) Fee Schedule. Each Party shall pay its share of DecisionLayer fees and expenses as set forth in the DecisionLayer fee schedule, available at https://decisionlayer.ai/fees (the "Fee Schedule") in effect at the time of the commencement of the Arbitration, unless the Parties agree on a different allocation of fees and expenses. Failure to pay fees may result in an administrative suspension of the case in accordance with **Rule 7. Administrative Matters**.

(b) Fee Deposits and Nonpayment. DecisionLayer may require that the Parties deposit fees and expenses for the Arbitration from time to time during the Proceedings. Failure to pay a required fee may result in administrative measures permitted by **Rule 7** and this Rule, subject to applicable law, but nonpayment shall not prevent a Party from presenting a claim, defense, evidence, or argument on the merits. Nothing in these Rules authorizes the Arbitrator to preclude a claim or defense merely because a Party has not paid a fee.

(c) Treatment of Aligned Parties. Entities or individuals whose interests are not adverse with respect to the issues in dispute shall be treated as a single Party for purposes of DecisionLayer's assessment of fees. DecisionLayer shall determine whether the interests of entities or individuals are adverse for purpose of fees, considering such factors as whether the entities or individuals are represented by the same attorney and whether the entities or individuals are presenting joint or separate positions at the Arbitration.

(d) Payment and Allocation of Arbitral Expenses. Unless otherwise provided in the Agreement, the Arbitrator's expenses and fees, together with other expenses incurred in the conduct of the Arbitration, not including attorneys' fees, shall be paid as provided in the Award, consistent with N.Y. CPLR 7513. DecisionLayer may allocate, reduce, defer, waive, split, shift, or reallocate fees when required by the Agreement or applicable law. No fee provision in these Rules shall be applied in a manner that unlawfully prevents a Party from vindicating a claim or defense.

(e) Fee Waivers. A natural person may apply for a reduced filing fee (a "Fee Waiver") if the person's annual gross household income is no greater than 200% of the applicable poverty guideline updated periodically in the Federal Register by the U.S. Department of Health and Human Services under 42 U.S.C. § 9902(2) (the "HHS Poverty Guidelines"). The applicable guideline is the guideline in effect when DecisionLayer receives the application, adjusted for household size and, where applicable, residence in Alaska or Hawaii. DecisionLayer may publish a Fee Relief Policy defining annual gross household income, household membership, acceptable evidence, and calculation methods, provided the policy is applied consistently and does not materially narrow the 200% eligibility standard stated here. For any Fee Waiver, the filing fee shall be reduced to the lesser of $100 or the filing fee otherwise applicable after any applicable discount. This reduction applies to the applicant's required filing fee. DecisionLayer may separately waive, reduce, defer, or permit installment payment of other required Party-paid fees as required by law or warranted by demonstrated hardship. The Fee Waiver applicant must submit: (i) an original notarized affidavit, signed under penalty of perjury, stating household size, annual gross household

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income, principal sources of income, and other information reasonably required by the Fee Relief Policy; and (ii) supporting evidence, which may include an original or issuer-generated federal tax return or transcript, pay statement, benefits or unemployment statement, proof of public assistance, bank statement showing income deposits, or comparable reliable source document.

(f) Payment Plans. A natural person who does not qualify for a Fee Waiver, or who cannot pay another required Party-paid fee when due, may request a payment plan (a "Payment Plan"). DecisionLayer shall offer a reasonable written payment plan under which: (i) the initial payment does not exceed the lesser of $500 or the total amount then due; (ii) any remaining required balance is divided into two or more periodic installments; (iii) the schedule reasonably accounts for the amount due and the expected progress of the Arbitration; and (iv) no interest or payment-plan surcharge is imposed. Optional services requested by a Party may remain subject to advance payment under the Fee Schedule. A payment plan shall not prevent the Party from presenting claims, defenses, evidence, or argument on the merits. To request a Payment Plan, the applicant must submit a written application stating: (i) the fee or fees for which a Payment Plan is requested; and (ii) the reason the applicant cannot pay the full amount when due. The applicant must demonstrate that immediate payment of the full required fee would create material financial hardship. DecisionLayer may consider household income, liquid assets, regular expenses, number of dependents, the amount of the fee, and other circumstances relevant to ability to pay.

(g) Review and Confidentiality. DecisionLayer shall issue a written approval, denial, or request for additional information in connection with all Fee Waiver and Payment Plan applications. Financial affidavits and supporting evidence are confidential administrative records and may be submitted *ex parte*. They shall not be provided to the opposing Party or merits Arbitrator except with the applicant's consent or as required by law. An applicant must provide truthful information and promptly correct a material misstatement. Intentional material misrepresentation may result in revocation of relief and other remedies permitted by these Rules or applicable law. Supporting evidence may include recent pay statements, bank statements, proof of unemployment or reduced income, evidence of extraordinary expenses (such as medical bills or other debt obligations), or a brief sworn statement describing the applicant's financial circumstances. The applicant may redact account numbers, Social Security numbers, and unrelated sensitive information. DecisionLayer may request reasonably necessary supplemental evidence but shall not require evidence unrelated to financial eligibility. There is no fee to apply for a Fee Waiver or a Payment Plan. DecisionLayer may request reasonably necessary supplemental information but shall not require documentation unrelated to financial hardship.

(h) Submission While an Application Is Pending. A Party may submit a Claim or other required filing together with a Fee Waiver or payment-plan application. For DecisionLayer's administrative purposes, the submission shall be treated as received on that date, subject to completion of any required intake materials and compliance with the approved payment terms. This subsection does not determine any statute-of-limitations or tolling question governed by external law.

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(i) Default and Opportunity to Cure. Before suspending or terminating administrative services for failure to make a payment required by an approved payment plan, DecisionLayer shall provide written notice and at least ten (10) calendar days to cure. A payment default by one Party does not automatically suspend or terminate another Party's claim, counterclaim, or participation. Nonpayment shall not prevent a Party from presenting a claim, defense, evidence, or argument on the merits.

(j) Applicable Law and Protected Parties. DecisionLayer may waive, reduce, defer, cap, split, or shift fees when required by the Agreement or applicable law. Nothing in these Rules requires a consumer, employee, or other protected Party to pay a fee that applicable law prohibits. In an Arbitration arising from an employment agreement with an individual worker, the Arbitrator shall not assess DecisionLayer fees, Arbitrator compensation, attorneys' fees, or costs against the individual worker except to the extent authorized by the Agreement and applicable law. Where applicable law or the governing employment rules require a heightened showing, an assessment based on litigation conduct shall require the governing legal standard.

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Rule 24. DecisionLayer Terms

The relationship of the Parties with DecisionLayer shall be governed by the Rules and the DecisionLayer Terms of Service, available at https://decisionlayer.ai/terms (the "DecisionLayer Terms"), which are hereby incorporated herein by reference.

References to "DecisionLayer" in these Rules and in any Agreement shall include Decision Science Research Corporation and any successor entity resulting from a name change, merger, acquisition, reorganization, or other corporate transaction. The Parties will continue to arbitrate disputes with any such successor entity under these Rules or such modified rules as the successor entity may adopt, provided that any material modifications to the Rules shall not apply to Arbitrations commenced prior to the effective date of such modifications.

Nothing in these Rules or the DecisionLayer Terms shall be deemed to in any way limit DecisionLayer's or any Arbitrator's judicial immunity, including immunity pursuant to *Kabia v. Koch*, 713 N.Y.S.2d 250 (N.Y. Civ. Ct. 2000), or any other similar law, decision, rule, regulation or order.

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Rule 25. Language of Arbitration

(a) Default Language. The language of the Arbitration shall be English, unless otherwise agreed by the Parties and approved by DecisionLayer. Arbitrations may be conducted in a language other than English, or in more than one language, subject to DecisionLayer's approval, any applicable fees, and the agreement of the Parties (a "Multilingual Arbitration").

(b) Translation Requirements. Except in the case of a Multilingual Arbitration, all Documents, Filings, and submissions must be in English or accompanied by a certified English translation. The Party submitting a document in a language other than English shall bear the cost of translation. The Arbitrator may, in its discretion, require certification by a qualified translator.

(c) Interpretation Services. Except in the case of a Multilingual Arbitration, if a witness or Party requires an interpreter to participate in any hearing or provide testimony, the Party requesting or presenting such witness shall arrange and bear the cost of interpretation services, unless otherwise directed by the Arbitrator.

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Rule 26. Force Majeure and Tolling

(a) Force Majeure Events. If any Party, the Arbitrator, or DecisionLayer is prevented from performing any obligation under these Rules due to circumstances beyond its reasonable control, including but not limited to natural disasters, pandemics, acts of war or terrorism, government actions, widespread internet or telecommunications failures, or other force majeure events, the affected deadlines shall be tolled for the duration of such circumstances.

(b) Notice Requirement. A Party seeking to invoke this Rule must promptly notify DecisionLayer and all other Parties of the force majeure event and its anticipated duration. DecisionLayer or the Arbitrator may require reasonable documentation of the circumstances.

(c) Suspension of Proceedings. DecisionLayer reserves the right to suspend or reschedule Proceedings during a force majeure event affecting multiple Arbitrations or DecisionLayer's operations generally.

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Rule 27. Record Retention and Data Privacy

(a) Award and Case-Record Retention. Notwithstanding any shorter period elsewhere in these Rules, DecisionLayer shall retain each Award, Partial Award, or Consent Award for at least seven (7) years following conclusion of the Arbitration. The underlying case record shall be retained for the period stated in Rule 7(c), including through the final resolution of any timely notified judicial proceeding concerning the Award.

(b) Security Safeguards. DecisionLayer shall implement and maintain reasonable administrative, technical, and physical safeguards to protect the confidentiality, integrity, and security of Documents and information submitted in connection with any Arbitration.

(c) Personal Data Processing. The Parties acknowledge that DecisionLayer may process personal data in connection with the Arbitration. Such processing shall be governed by DecisionLayer's Privacy Policy, which is incorporated herein by reference.

(d) Data Protection Compliance. The Parties shall ensure that any personal data they submit to DecisionLayer has been collected and may be disclosed in compliance with applicable data protection laws, and shall indemnify DecisionLayer for any claims arising from their failure to do so.

(e) Arbitrator Retention of Review Materials. Subject to confidentiality obligations, applicable law, and reasonable security requirements, an Arbitrator may retain personal notes, revision history, and other work product reflecting the Arbitrator's independent review of the matter for the same one-year period stated in **Rule 7(c)**, and longer while a known judicial proceeding concerning the Award or the Arbitrator's conduct remains pending. Such retention is permitted notwithstanding a general request to return or destroy Case Materials, but does not authorize use or disclosure for any unrelated purpose.

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Rule 28. Joinder and Intervention

(a) Joinder of Additional Parties. A Party may request joinder of an additional person or entity by filing a written request with DecisionLayer stating the basis for joinder, the claims asserted by or against the proposed additional party, and the contractual, statutory, agency, estoppel, assumption, alter-ego, veil-piercing, or other applicable basis on which that person or entity is alleged to have consented or become bound to arbitrate. DecisionLayer may administer service and briefing of the request, but the Arbitrator shall decide any disputed joinder. A non-signatory shall not be joined over objection merely for convenience or efficiency. The Arbitrator must determine that the proposed additional party is bound to arbitrate under the Agreement or applicable law and shall issue a reasoned written order stating the basis for any contested joinder.

(b) Intervention. A non-party claiming an interest in the subject matter of a pending Arbitration may request leave to intervene. DecisionLayer may administer the request, but the Arbitrator shall adjudicate the request. Intervention may be permitted only where the Arbitrator determines that the proposed intervenor has consented or is otherwise legally bound to arbitrate the relevant dispute and that intervention is consistent with the Agreement and applicable law. Any contested ruling permitting intervention shall be reasoned and in writing.

(c) Motions. All requests for joinder or intervention shall constitute motions pursuant to **Rule 3B**.

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Rule 29. Limitation Periods

The commencement of an Arbitration under these Rules shall not toll, extend, or otherwise affect any applicable statute of limitations, statute of repose, or contractual limitations period, except to the extent required by applicable law. Each Party is responsible for ensuring that its claims are timely asserted in accordance with applicable law and any contractual limitations.

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Rule 30. Technology Requirements

(a) Technology Requirements. Each Party is responsible for maintaining adequate technology and internet connectivity to access the Portal and participate in the Arbitration. DecisionLayer shall publish minimum system requirements on the Portal, and each Party's use of the Portal constitutes acceptance of such requirements.

(b) Portal Availability. DecisionLayer shall use commercially reasonable efforts to maintain the availability and functionality of the Portal but does not guarantee uninterrupted access. DecisionLayer shall not be liable for any delays, failures, or losses resulting from technology failures, internet outages, cyberattacks, or other disruptions beyond its reasonable control.

(c) Technology Failures. In the event of a material technology failure affecting an Arbitration, DecisionLayer may, in its discretion, extend deadlines, reschedule hearings, or implement alternative procedures to ensure the fair administration of the Arbitration.

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Rule 31. Severability

If any provision of these Rules is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity, legality, or enforceability of any other provision of these Rules. The remaining provisions shall continue in full force and effect, and the invalid, illegal, or unenforceable provision shall be modified to the minimum extent necessary to render it valid, legal, and enforceable while preserving the Parties' original intent.

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Rule 32. Entire Document and Integration

(a) Conflicts with Agreement. To the extent of any conflict between these Rules and the Agreement, the Agreement shall control, unless the conflicting provision of the Agreement would violate applicable law or public policy, in which case these Rules shall control.

(b) Modifications and Waivers. No modification, amendment, or waiver of any provision of these Rules shall be effective unless made in accordance with **Rule 4. Amendment of Rules**. No failure or delay by DecisionLayer in exercising any right under these Rules shall operate as a waiver thereof.

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Rule 33. Definitions and Interpretation

"Agreement" has the definition set forth in **Rule 2**.

"Appeal" has the definition set forth in **Rule 16**.

"Administrative Stay" has the meaning set forth in **Mass Rule 3**.

"Administrative Order" has the meaning set forth in **Mass Rule 5**.

"Arbitration" means any dispute adjudicated by DecisionLayer.

"Arbitrator" means the natural person formally appointed to decide an Arbitration, including an Appellate Arbitrator where applicable. The standard Arbitrator is a human who may use DecisionLayer's artificial intelligence software as an adjudication tool, while retaining independent responsibility for all arbitral decisions and the Award. References to the "Arbitrator" do not mean DecisionLayer as a corporate entity or a Case Manager unless a provision expressly states otherwise.

"AI-Only Arbitration" means the DecisionLayer artificial intelligence arbitration software system acting autonomously as the sole decision-maker only when mutually elected by the Parties in writing as permitted by these Rules.

"AI Arbitrator" means DecisionLayer's artificial intelligence arbitration software system when it generates adjudicative analysis, recommendations, preliminary decisions, or other decision-support output for a human Arbitrator, and, solely in an AI-Only Arbitration expressly elected by the Parties as permitted by these Rules, when that system acts autonomously as the sole decision-maker.

"Arbitral Appointment Letter" has the meaning set forth in **Rule 6**.

"Appellate Arbitrator" has the meaning set forth in **Rule 16**.

"Arbitrator Selection Letter" has the meaning set forth in **Rule 12**.

"Arguments" has the meaning set forth in **Rule 1**.

"Authenticating Mark" has the meaning set forth in **Rule 16**.

"Award" means the final decision issued by an Arbitrator in connection with an Arbitration.

"Case Manager" means the natural person(s) or software routine designated by DecisionLayer to administrate an Arbitration.

"Claimant" has the meaning set forth in **Rule 1**.

"Court Filing" means any document, pleading, motion, petition, application, brief, notice, or other submission filed in any court of competent jurisdiction in connection with an Arbitration or Award, including any action or proceeding to compel, stay, or enjoin arbitration; to confirm, correct, modify, or vacate an Award; to enforce an Award or any interim measure; to appoint, remove, or

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replace an Arbitrator; to obtain provisional or preliminary relief in aid of arbitration; or any other judicial proceeding arising out of or relating to the Arbitration or Award.

"Consent Award" has the meaning set forth in **Rule 20**.

"Commencement Letter" has the meaning set forth in **Rule 6**.

"Claimant-Requested Mass Arbitration" has the meaning set forth in **Mass Rule 2**.

"DecisionLayer Personnel" means the persons and entities identified in Rule 22, including DecisionLayer's current and former officers, directors, employees, contractors, Case Managers, Arbitrators, appellate arbitrators, agents, and other persons acting on DecisionLayer's behalf, whether employees or independent contractors.

"DecisionLayer Terms" has the meaning set forth in **Rule 24**.

"Demand" means a request for arbitration filed by a claimant in a Mass Arbitration.

"DecisionLayer-Declared Mass Arbitration" has the meaning set forth in **Mass Rule 2**.

"Disqualifying Factor" has the meaning set forth in **Rule 12**.

"Document(s)" shall have the broadest meaning possible under the applicable laws of the State of New York, including but not limited to all originals, non-identical copies and drafts of any written, printed, handwritten, recorded or graphic matter of any kind, however produced or reproduced, and regardless of where located, including but not limited to any paper, worksheet, ledger, analysis, correspondence, memorandum, note, payment, fund transfer, exchange or tender of compensation, research, checklist, opinion, minutes, inter-office or intra-office communications, e-mail message, text message, WhatsApp message, report, chart, graph, summary, index, diary, desk or pocket calendar, notebook, any magnetic or other recording tape, computer or mobile phone data (including information, programs or applications stored in a computer or mobile phone, whether or not printed out or displayed), photograph, microfiche, microfilm, videotape, record or motion picture, and electronic, mechanical, electrical or digital record or representation of any kind, including but not limited to tape, cassette, disc, cloud, server, hard drive, magnetic card or recording. The word "document" shall also include the file folders in which said documents are maintained and any table of contents or index thereto, and copies of documents of which the originals have been destroyed pursuant to a document destruction policy or otherwise.

"Documentation" means any Documents provided by a Party to the DecisionLayer Portal or otherwise submitted or provided to the Arbitrator or DecisionLayer in connection with any Proceeding.

"Electronic filing" (e-filing) refers to the digital transmission of documents to DecisionLayer through the Portal, email, or any other method specified by these Rules or the Arbitrator.

"Electronic service" (e-service) refers to the digital transmission of documents to a Party.

"FAA" means the Federal Arbitration Act, 9 U.S.C. §§ 1–16 *et. seq.*

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"Fee Schedule" has the meaning set forth in **Rule 23**.

"Fee Waiver" has the meaning set forth in **Rule 23**.

"Fee Relief Policy" means the policy published by DecisionLayer defining annual gross household income, household membership, acceptable evidence, and calculation methods for Fee Waiver eligibility, as referenced in **Rule 23**.

"HHS Poverty Guidelines" means the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Human Services under 42 U.S.C. § 9902(2).

"Filing" or "Submission" means any filing to or submission to DecisionLayer or in connection with the Arbitration, including in connection with any Phase.

"Multilingual Arbitration" has the definition set forth in **Rule 25**.

"Mass Arbitration Set" has the meaning set forth in **Mass Rule 2**.

"Mass Arbitration" has the meaning set forth in **Mass Rule 2**.

"Or" means "and/or."

"Out of Phase" means any communication with DecisionLayer, a Case Manager, or the Arbitrator that is made outside of the Portal, or in the wrong Phase, including communications made by email or other means permitted by these Rules.

"Panel Selection Method" has the meaning set forth in **Rule 12**.

"Party" as used in these Rules includes the Claimant(s), Respondent(s) and their counsel or representatives.

"Partial Award" means any interim, partial or non-final decision or award issued by an Arbitrator in connection with an Arbitration.

"Payment Plan" has the meaning set forth in **Rule 23**.

"Phase" means one of the four primary phases of a DecisionLayer Arbitration, which are (1) Claim, (2) Answer, (3) Reply and (4) Response.

"Portal" means the DecisionLayer online portal, available at https://decisionlayer.ai (or such other successor site or app as determined by DecisionLayer).

"Privacy Policy" means DecisionLayer's privacy policy as referenced in **Rule 27**.

"Proceeding(s)" means the proceedings conducted by DecisionLayer in connection with any Arbitration.

"Service Letter" has the meaning set forth in **Rule 6**.

"Respondent" has the meaning set forth in **Rule 1**.

All references to cash amounts are in US dollars unless otherwise expressly specified.

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Summary of Timelines

Item	Rule	Timeline
Respondent Acknowledgment Period	Rule 6 Commencing an Arbitration, Arbitrator Selection Phase, and Service	14 days from issuance of Service Letter
Filing an Answer	Rule 1 Structure of Arbitration	10 days from issuance of Commencement Letter
Filing a Reply	Rule 1 Structure of Arbitration	10 days from notice of receipt of Answer
Filing a Response	Rule 1 Structure of Arbitration	10 days from notice of receipt of Reply
Request for Conditions to Withdrawal	Rule 10 Withdrawal from Arbitration	7 days of service of notice that a Party is withdrawing a claim or a counterclaim
Filing Objection to Selection of Arbitrator	Rule 12 Arbitrator Selection, Disclosures and Replacement	3 days from issuance of Arbitrator Selection Letter
Arbitrator Selection Phase	Rule 12 Arbitrator Selection, Disclosures and Replacement	Following completion of Response phase
Issuance of Arbitral Appointment Letter	Rule 6 Commencing an Arbitration, Arbitrator Selection Phase, and Service	Upon completion of Arbitrator Selection Phase (following Response)
Response to Objection to Selection of Arbitrator	Rule 12 Arbitrator Selection, Disclosures and Replacement	7 days of service of challenge
Issuance of Award	Rule 16 Awards and Appeals	Arbitrator to issue award within 30 days of close

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		of proceedings
Request to Correct Award	Rule 16 Awards and Appeals	7 days of service of Award
Objection to Request to Correct Award	Rule 16 Awards and Appeals	7 days after after service of request to correct award
Appeal an Award	Rule 16 Awards and Appeals	7 days after service of Award
Award Deemed Final	Rule 16 Awards and Appeals	14 days after service of Award if there is no request for correction. Awards issued after an appeal are final.
Filing to Confirm an Award	NY CPLR § 7510, 9 USC § 9 ††	1 year after service of Award
Filing to Vacate an Award	NY CPLR § 7511, 9 USC § 12 ††	90 days after service of Award
Document Retention	Rule 7 Administrative Matters	1 year after service of final Award, and longer while a timely notified court proceeding concerning the Award remains pending †

† DecisionLayer retains the case record for at least one year after service of the final Award and, if timely notified of a judicial proceeding concerning the Award, through final resolution of that proceeding. See Rules 7 and 27.

†† This is not a DecisionLayer Rule, these are citations to New York Law and the Federal Arbitration Act.

As set forth in **Rule 7** and **Rule 1**, the Case Manager or Arbitrator may extend any deadline in the

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DecisionLayer Rules of its own accord and any deadline in the DecisionLayer rules may be extended or modified by written agreement of the Parties.

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Mass Arbitration Rules

The following Mass Arbitration Rules form part of the DecisionLayer Arbitration Rules and Procedures and apply as provided in Mass Rule 1.

Mass Rule 1. Supplemental Nature and Priority

(a) Supplemental Rules. These DecisionLayer Mass Arbitration Rules (the "Mass Rules") govern Mass Arbitrations administered by Decision Science Research Corporation d/b/a DecisionLayer ("DecisionLayer"). Except as modified here, the DecisionLayer Arbitration Rules and Procedures in effect when an Arbitration is commenced (the "Rules") remain applicable.

(b) Priority. If these Mass Rules conflict with the Rules, these Mass Rules control with respect to designation and administration of a Mass Arbitration, batching, Administrative Orders, consolidation, the form and number of Awards, individual objections, scaling discounts, fee relief, payment plans, and the consequences of nonpayment under an approved payment plan.

(c) Agreement and Applicable Law. These Mass Rules do not authorize a procedure prohibited by Agreement or applicable law. Class, collective, representative, or private-attorney-general arbitration are prohibited.

(d) Defined Terms. Capitalized terms not defined in these Mass Rules have the meanings assigned in the Rules.

Mass Rule 2. Designation of a Mass Arbitration

(a) Eligibility. A "Mass Arbitration" exists when multiple substantially similar Demands for arbitration are filed relating to the same Agreement, the same or similar subject matter, and sharing common issues of law or fact, or counsel for the Parties submitting the Demands are the same or coordinated in any fashion. DecisionLayer may designate a group of matters as a Mass Arbitration when these criteria are met. The Demands included in the designation are the "Mass Arbitration Set." DecisionLayer may add later-filed Demands that satisfy these requirements to an existing Mass Arbitration Set. The procedures of **Mass Rule 5** may apply to any Mass Arbitration.

(b) DecisionLayer-Declared Mass Arbitration. DecisionLayer may designate eligible matters as a "DecisionLayer-Declared Mass Arbitration" on its own initiative. DecisionLayer shall notify the affected Parties of the designation and identify the Demands initially included. DecisionLayer-Declared Mass Arbitrations are governed by **Mass Rule 3**.

(c) Claimant-Requested Mass Arbitration. Claimants filing eligible Demands may, but are not obligated to, submit a written request for administration as a "Claimant-Requested Mass Arbitration." DecisionLayer may require a claimant roster, copies or exemplars of the applicable Agreement, structured claim information, and a certification that counsel or each self-represented claimant has reasonably investigated and authorized each Demand. Claimant-Requested Mass Arbitrations are governed by **Mass Rule 4**.

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(d) Designation notice. A designation notice shall identify whether the Mass Arbitration is DecisionLayer-Declared or Claimant-Requested, the initial Mass Arbitration Set, any information required from the Parties, and the procedures then applicable. DecisionLayer may amend the designation as additional information or Demands become available.

Mass Rule 3. DecisionLayer-Declared Mass Arbitration

(a) Batching and Administration. DecisionLayer may administer Mass Arbitrations in such batches, groups, queues, sequences, or other procedural units, and in such order, as it determines reasonably appropriate for efficient administration. DecisionLayer may determine batch size and sequencing and may prioritize or resolve threshold, jurisdictional, procedural, administrative, or other preliminary matters before the individual merits proceedings within a Mass Arbitration. DecisionLayer may also stay proceedings (an "Administrative Stay") on its own volition or at the request of one or more parties, including between batches or as part of administrative sequencing of any Mass Arbitration.

(b) Administrative Orders. DecisionLayer may issue, or appoint an Arbitrator to issue, Administrative Orders addressing common, threshold, procedural, or gating questions under **Mass Rule 5**.

(c) Individual Arbitrations and Awards. Batching, grouping, or sequencing claims for administrative purposes shall not, by itself, consolidate the claims or cause a determination of the merits of one claimant's Arbitration to bind a Party in another Arbitration. Each claimant remains a Party to a separately tracked Arbitration, may present claimant-specific evidence and argument, and shall receive an individual Award resolving that claimant's substantive claims. Except to the extent claims are consolidated as permitted hereunder and pursuant to these Rules, each Arbitration shall remain an individual Arbitration and, if resolved by final adjudication, shall result in an individual Award. Nothing in these Mass Rules authorizes class, collective, or representative arbitration.

(d) Fees. The ordinary fees in the applicable DecisionLayer Fee Schedule apply, subject to discounts set forth in **Mass Rule 4**. Designation by DecisionLayer does not by itself create an additional mass-arbitration fee.

Mass Rule 4. Claimant-Requested Mass Arbitration

(a) Election and Discounts. The Parties asserting claims may elect to proceed with consolidated Mass Arbitration. Parties electing consolidated Mass Arbitration shall receive the consolidation discounts set forth in the DecisionLayer Fee Schedule then in effect. The discount shall be based on the number of eligible Demands accepted into the Claimant-Requested Mass Arbitration Set.

(b) Permitted Procedures. DecisionLayer may batch Demands, issue Administrative Stays, and issue or arrange for the issuance of Administrative Orders, in the same manner as in a DecisionLayer-Declared Mass Arbitration pursuant to **Mass Rule 3**.

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(c) Consolidated Awards. Where the applicable Claimants elect to proceed with consolidated Mass Arbitration as permitted under **Mass Rule 2(c)**, DecisionLayer may consolidate Demands. A single Award may be issued for each consolidated group of Demands and applicable claims. DecisionLayer may consolidate some or all such relevant claims to the extent permitted by these Rules, including for common submissions, common evidence, hearings, and determination of common issues. DecisionLayer may include a claimant in a consolidated group only when DecisionLayer determines that the claimant is similarly situated to the other group members with respect to the Respondent or Respondents, relevant facts and circumstances, material contract terms, asserted claims, material defenses, governing law, and requested form of relief. A claimant may not be included when a material individual difference makes a single common Award inappropriate.

(d) Consolidated Group Size and Subdivision. DecisionLayer shall set each consolidated group's size at a level that permits fair and reliable adjudication. DecisionLayer may subdivide a proposed group before or after an Administrative Order, repeat the common-issue process for a subgroup, or return any Demand to individual or batched adjudication.

(e) Consolidated Award Requirements. A single Award shall be issued for each consolidated group. The Award must: (i) identify every claimant and Respondent bound by the Award; (ii) identify the claims and defenses resolved; (iii) state the disposition and relief applicable to the group; and (iv) include any schedule or information reasonably necessary to determine the persons bound and to enforce, correct, appeal, confirm, modify, or challenge the Award.

(f) Individual Disposition When Not Consolidated. Every Demand not included in a consolidated group remains separately tracked and shall receive an individual Award. DecisionLayer may also remove a Demand from a proposed or existing consolidated group and return it to individual or batched adjudication.

Mass Rule 5. Administrative Orders

(a) Definition. An "Administrative Order" is a written order, ruling, or determination, made by a Case Manager, Arbitrator, AI Arbitrator, or other DecisionLayer personnel, addressing an issue common to some or all Demands in a Mass Arbitration Set. An Administrative Order may address filing sufficiency, inclusion in the Mass Arbitration Set, conditions precedent, service, scheduling, batching, group composition (both for batching and consolidation), arbitrator assignment, discovery administration, evidentiary procedures, contract interpretation, jurisdiction, arbitrability, governing law, common facts, common defenses, or another threshold, procedural, or gating issue.

(b) Notice and Submissions. Before an Administrative Order is issued on a materially disputed matter, the affected Parties shall receive notice identifying the proposed issue, the Demands potentially affected, the proposed decisionmaker, and the intended effect of the determination. The affected Parties shall receive a reasonable opportunity to submit evidence and argument.

(c) Contents and Effect. An Administrative Order shall identify the issue decided, the Demands or

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group to which it applies, its operative effect, and the principal reasons for the decision. It may establish a common determination or presumption while preserving claimant-specific issues for later resolution. It binds only the identified Parties and Demands, subject to the individual-objection procedure in **Mass Rule 7**.

(d) Not a Final Award. An Administrative Order does not finally resolve a claimant's substantive claims unless an Arbitrator expressly issues the determination as a Partial Award or incorporates it into a final Award.

Mass Rule 6. Batching and Sequencing

(a) Batch Composition. When composing batches, DecisionLayer may consider contract form, claim type, transaction, product or service, relevant time period, location, governing law, requested relief, common evidence, common defenses, administrative efficiency, representativeness, random selection, and other neutral and relevant considerations.

(b) Separate Cases. Administration in a batch does not merge the Demands or make one claimant responsible for another claimant's case. Each Demand retains a separate docket or tracking identifier and a separate record sufficient to associate claimant-specific submissions, evidence, rulings, disposition, and relief with the correct claimant.

(c) Individual Awards. Each Award issued for a batched but unconsolidated Demand must identify the claimant, resolve that claimant’s claims and defenses, state the claimant-specific disposition, and specify any claimant-specific relief.

(d) Sequence and Pauses. DecisionLayer may require completion of one batch before substantive proceedings begin in a later batch, may permit concurrent batches, or may issue Administrative Stays. DecisionLayer may modify sequencing to prevent unreasonable delay or unfairness.

(e) Arbitrator Assignments. Subject to the Agreement and applicable law, DecisionLayer may determine the number of Arbitrators, assign one Arbitrator to multiple Demands or batches, and distribute Demands among Arbitrators. The disclosure, impartiality, conflict-check, and challenge protections of the Rules remain applicable.

(f) No Representative Treatment. A consolidated Award binds only the named Parties included in the consolidated group. It does not create a class, collective, or representative proceeding; does not bind absent persons and non-parties; does not authorize a claimant to pursue relief on behalf of a non-party; and does not have *res judicata* effect upon non-parties.

Mass Rule 7. Individual Objections

(a) Grounds for Objection. A claimant may object that common treatment, under batching, consolidation or any Administrative Order, is inappropriate because of a material difference in the claimant's facts, circumstances, contract terms, Respondent, claims, defenses, governing law, requested relief, evidence, procedural posture, or other individual circumstances. A claimant may also object that the proposed treatment is unauthorized by the Agreement or applicable law or

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would deny a fair opportunity to present material evidence or argument.

(b) Form of objection. An objection may be submitted in plain language through the DecisionLayer Portal, an approved application programming interface, or another method stated in the notice. The claimant may submit supporting evidence and may act personally or through an authorized representative. Objections must be made within fourteen (14) days of receiving notice of the applicable batching, consolidation, Administrative Order or other common treatment giving rise to such objection.

(c) Decisionmaker. DecisionLayer shall decide objections concerning administrative classification, batching, or group composition. An Arbitrator shall decide objections to the adjudicative application of an Administrative Order or to inclusion in a consolidated merits Award when the objection depends on a disputed legal, factual, jurisdictional, arbitrability, or merits issue.

(d) Effect of Timely Objection. Unless the decisionmaker determines otherwise for good cause, a timely objection stays application of the challenged Administrative Order or consolidation decision to the objecting claimant until the objection is decided. Unless the decisionmaker determines otherwise, it does not stay proceedings involving other claimants. The decisionmaker may sever the claimant, place the claimant in a different group, permit claimant-specific submissions or findings, modify the common treatment, or overrule the objection with reasons.

(e) No Objection Fee. DecisionLayer shall not charge a fee for submitting or deciding an individual objection under these Mass Rules. Any later Appeal from an Award remains governed by the Rules and the Fee Schedule, subject to **Mass Rule 8**.

Mass Rule 8. Fees, Fee Relief, and Payment Plans

(a) Generally Applicable Fees. Except as expressly provided here, each Demand is subject to the DecisionLayer Fee Schedule in effect when the Arbitration is commenced. DecisionLayer-Declared Mass Arbitrations use ordinary fees. Claimant-Requested Mass Arbitrations use ordinary fees less the applicable scaling discount stated in the Fee Schedule or written mass-arbitration pricing notice. All applicable procedures are governed by the Rules, including **Rule 23**.

(b) Interaction of discounts and fee relief. A claimant eligible for both a scaling discount and fee relief shall pay the lower applicable filing fee. No claimant shall pay more because the claimant applied for a Fee Waiver or a Payment Plan.

Mass Rule 9. Third-Party Litigation Funding Disclosure

(a) Required Disclosures. The Parties shall disclose to each other: (i) all relationships with third-party litigation funders related to the Mass Arbitration and copies of all applicable litigation funding agreements; and (ii) any financial interest that a Party has assigned or transferred to a third party (excluding either Party's counsel of record) in connection with the Mass Arbitration and any agreements governing that assignment or transfer.

(b) Timing. Disclosures required under this **Mass Rule 9** shall be made within fourteen (14)

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calendar days after the designation of a Mass Arbitration, or within fourteen (14) calendar days after entering into a litigation funding arrangement or assignment, whichever is later. A Party shall promptly supplement its disclosures if there is any material change.

(c) Confidentiality. Disclosures made under this **Mass Rule 9** shall be treated as confidential and shall not be disclosed to any third party except as required by applicable law, court order, or with the consent of the disclosing Party. The Arbitrator and DecisionLayer may consider such disclosures for purposes of assessing conflicts of interest and administering the Mass Arbitration.

Mass Rule 10. Awards, Interpretation, and Severability

(a) Awards. An Arbitrator shall issue every Award. Each batched but unconsolidated Demand shall receive an individual Award. Each consolidated group shall receive the single Award required by **Mass Rule 4**. Administrative Orders remain subject to **Mass Rule 5(d)**.

(b) Corrections and Appeals. Corrections and Appeals are governed by the Rules and the applicable Fee Schedule, except that a filing concerning a consolidated Award must identify whether it challenges the Award for the entire group or only as applied to specified claimants. DecisionLayer may coordinate common requests and administer claimant-specific requests separately.

(c) Interpretation. Before an Arbitrator is appointed, DecisionLayer interprets these Mass Rules as to administrative matters. An Arbitrator interprets and applies these Mass Rules as to adjudicative matters, subject to the Agreement and applicable law.

(d) Residual Authority. DecisionLayer may adopt reasonable procedures not expressly addressed here when necessary for fair and efficient administration, provided the procedures are consistent with the Agreement, applicable law, these Mass Rules, and each affected Party's reasonable opportunity to present material evidence and argument.

(e) Severability. If a provision of these Mass Rules is determined to be invalid or unenforceable, it shall be modified only to the minimum extent necessary, and the remaining provisions shall continue in effect. If consolidation is unauthorized or unenforceable, the affected Demands may proceed individually or through batching to the extent permitted.

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Supplemental Small Claims Rules

Small Claims Rule 1. Scope and Application

(a) Applicability. These Supplemental Small Claims Rules ("Small Claims Rules") apply to any Arbitration procedure that references these Rules or is designated as a small claims procedure. This includes, without limitation any "small claims" arbitrations for amounts less than the small claims ceiling listed on the DecisionLayer Fee Schedule at https://decisionlayer.ai/fees.

(b) Relationship to General Rules. Except as expressly modified by these Supplemental Small Claims Rules, all provisions of the DecisionLayer Arbitration Rules shall apply to small claims procedures. In the event of a conflict between these Supplemental Small Claims Rules and the General Rules, these Supplemental Small Claims Rules shall control.

(c) Fees. Small claims procedures shall be subject to the applicable fees listed in the DecisionLayer Fee Schedule for small claims matters.

Small Claims Rule 2. Simplified Procedures

(a) Two-Phase Procedure. Notwithstanding **Rule 1(a)(4)** and **Rule 1(b)**, small claims Arbitrations shall proceed through only two substantive phases: (i) Claim; and (ii) Answer. The Reply and Response phases set forth in Rule 1 shall not apply to small claims procedures.

(b) Deadlines. The deadlines for the Claim and Answer phases shall be as set forth in **Rule 1(b)(1)** and **Rule 1(b)(2)**, respectively. Following submission of the Answer, or expiration of the deadline therefor, the matter shall proceed to the Arbitrator Selection Phase and Award as set forth in the General Rules.

(c) Arbitrator Discretion. The Arbitrator retains discretion to request additional submissions from the Parties as set forth in **Rule 1(b)(5)** and **Rule 1(c)** when necessary for fair and efficient resolution of the dispute.

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Supplemental Agentic Representation Rules

Agentic Representation Rule 1. Scope and Authorization

(a) Applicability. These Agentic Rules ("Agentic Rules") apply to a Party's use of or reliance on any Agent (as defined herein) in connection with any Arbitration or other proceeding before DecisionLayer.

(b) Agent Submissions. An AI agent or other automated system (an "Agent") may submit arguments, evidence, filings, and other materials on behalf of a natural person, corporation, partnership, trust, limited liability company, not for profit, or other entity (the "Principal") in connection with any Arbitration, provided that the Principal has executed documentation in the form required by DecisionLayer authorizing such submissions.

(c) Required Authorization. Before an Agent may act on behalf of a Principal, the Principal must execute and submit to DecisionLayer an authorization form in the format prescribed by DecisionLayer. Such authorization shall include, at minimum: (i) identification of the Principal; (ii) identification or description of the Agent or Agents authorized to act; (iii) the scope of the Agent's authority; and (iv) acknowledgment of the Principal's responsibility as set forth in this Rule.

Agentic Representation Rule 2. Principal Responsibility

(a) Financial and Legal Responsibility. The Principal shall be financially and legally responsible for any and all actions or omissions of its Agent in connection with any Arbitration, including without limitation: (i) all fees, costs, and expenses incurred; (ii) all representations and statements made; (iii) all Filings and Submissions; (iv) compliance with these Rules, the Agreement, and applicable law; and (v) any sanctions or adverse consequences arising from Agent conduct.

(b) No Delegation of Responsibility. Authorization of an Agent shall not relieve the Principal of any obligation, duty, or responsibility under these Rules, the Agreement, or applicable law. The Principal remains bound by all submissions and representations made by its Agent as if made by the Principal directly.

(c) Indemnification. By authorizing an Agent, the Principal will indemnify and hold harmless DecisionLayer, any Arbitrator, and all DecisionLayer Personnel from and against any claims, damages, losses, or expenses arising from the actions or omissions of the Agent.

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Delaware Rapid Arbitration Act Rules

DRAA Rule 1. Application and priority.

This Addendum supplements the DecisionLayer Arbitration Rules and Procedures ("Rules") where all Parties have signed an arbitration agreement expressly electing the Delaware Rapid Arbitration Act, 10 Del. C. ch. 58 ("Act" or the "DRAA") and the conditions of DRAA § 5803(a) are satisfied. The Act is incorporated herein. Subject to mandatory law and express permissible variations in the signed agreement, this Addendum controls over inconsistent Rules, DecisionLayer Terms, and Fee Schedule provisions. Otherwise, the Rules remain applicable.

DRAA Rule 2. Law and Seat.

The arbitration agreement is governed by Delaware law without regard to conflict-of-laws principles. The legal seat is Delaware; proceedings will occur virtually and there will be no in person hearings. The Parties' express choice of substantive law controls the merits; absent such choice, Delaware substantive law applies. Arbitrability, judicial jurisdiction, interim relief, and statutory consents and waivers are governed by the Act, notwithstanding contrary provisions of the Rules. The parties expressly acknowledge and consent that the provisions of DRAA § 5803 apply, including that the DecisionLayer Arbitrator shall have exclusive authority to determine arbitrability, that the parties are subject to personal and subject matter jurisdiction of the DRAA and of the courts of Delaware, and that they will comply and waive any objection to the relief granted by the Arbitrator, including any legal or equitable remedy appropriate in the sole judgment of the Arbitrator.

DRAA Rule 3. Arbitrator.

One impartial natural-person Arbitrator shall be selected under **Rule 12** unless the Parties agree otherwise. The Arbitrator may use DecisionLayer AI assistance but shall independently decide the dispute and personally sign the final Award (which such signature may be applied through digital means, and the parties waive any objection thereto). DecisionLayer's unavailability alone does not terminate the arbitration agreement. If DecisionLayer is unavailable or unable to hear any Arbitration for any reason, the parties shall apply to the Delaware Court of Chancery for appointment of an arbitrator pursuant to DRAA § 5805.

DRAA Rule 4. Procedure and Deadline.

The Rules' submission phases apply. Pursuant to § 5807, the parties waive any and all rights to a hearing and expressly consent to a documents-only proceeding. However, any party may make an application for a hearing by paying the requisite hearing fee, as set forth in **Rule 3B**, and the Arbitrator shall then provide a hearing and the opportunities specified in § 5807(a), pursuant to all applicable Rules. The Parties authorize subpoenas and deposition commissions under § 5807(b).

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The final Award shall issue within 120 days after acceptance of appointment unless the signed agreement fixes another period before the Arbitration is pending. Extensions require unanimous written consent and may not exceed 60 additional days in aggregate under § 5808(c). No suspension, replacement, nonpayment, or administrative event automatically tolls or restarts the deadline. Amendments during a pending Arbitration require the approval prescribed by § 5803(a).

DRAA Rule 5. Award and Waiver of Review.

The final Award shall be written, designated final, signed by the Arbitrator, provided to every Party, and include a form of judgment pursuant to DRAA § 5810.

THE PARTIES ELECT NO APPELLATE REVIEW UNDER DRAA § 5809(d)(1) AND WAIVE APPEAL OR CHALLENGE TO THE FINAL AWARD TO THE FULLEST EXTENT PERMITTED BY THE ACT. No internal appeal or appellate arbitration applies. Accordingly, all Rules pertaining to corrections, appeals and delayed finality of Awards are superseded and do not apply, including without limitation **Rules 16(g)**, **16(h)**, and **16(i)**. The Award is deemed confirmed on the fifth business day following issuance under DRAA § 5810(a).

DRAA Rule 6. Judgment and Service.

Following confirmation, a Party may obtain judgment in Delaware Superior Court for an Award solely for money damages, or in the Court of Chancery otherwise. All Rules to the contrary are superseded, including without limitation Rule 18. Resulting judgments may be enforced wherever permitted by law.

Service follows the Parties' agreed methods or, if no such methods are designated, maybe performed pursuant to **Rule 6**. Those arbitration service methods also govern service on the Parties of a Court of Chancery petition to enter judgment under Court of Chancery Rule 97(d)(2). Court filing requirements and rules governing other judicial proceedings remain applicable.

DRAA Rule 7. Statutory Protections and Severability.

The fee reductions, reporting obligations, and limits on arbitral immunity in DRAA § 5806 apply notwithstanding any contrary fee, indemnity, or liability provision. No provision waives a nonwaivable right. If any provision of this Addendum or its application to the Agreement is determined to be invalid, illegal, or unenforceable under the DRAA or other applicable law, such determination shall not affect the validity, legality, or enforceability of any other provision of this Addendum or the remaining Rules. The invalid, illegal, or unenforceable provision shall be modified to the minimum extent necessary to render it valid, legal, and enforceable while preserving the Parties' original intent to arbitrate under the DRAA. This **DRAA Rule 7** supersedes **Rule 31 (Severability)** and any contrary severability provision in the Agreement to the extent necessary to maximize the enforceability of this Addendum and the Act. If a court or arbitrator determines that a provision of the Agreement conflicts with or undermines the enforceability of the DRAA election, the conflicting provision shall be severed or reformed to preserve the DRAA election to the fullest extent permitted by law.

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