

Commercial Arbitrations of the American Arbitration Association (the "*Rules*"), and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction over it.

(b) **Selection and Qualification of the Arbitrator.** If the Claim does not exceed \$1,000,000, there shall be one arbitrator. If the Claim is more than \$1,000,000, there shall be three arbitrators (all arbitrators are hereafter collectively referred to as the "*Arbitrator*"). The parties shall endeavor to agree on the selection of an Arbitrator, but if no agreement has been reached within thirty (30) days of claimant's demand for arbitration the Arbitrator shall be selected by the American Arbitration Association. The Arbitration shall be held in Chicago, Illinois. The Arbitrator shall conduct himself or themselves as a neutral, and be subject to disqualification pursuant to Section 19 of the Rules. The Arbitrator shall be compensated at such Arbitrator's normal hourly or per diem rates for all time spent in connection with the arbitration proceeding, and pending final award, appropriate compensation and expenses shall be advanced equally by the parties.

(c) **Interim Relief from a Court.** Either party may request a court to provide interim or provisional relief, and such request shall not be deemed incompatible with the agreement to arbitrate or as a waiver of that agreement.

(d) **Powers of the Arbitrator and Arbitration Procedures.** The Arbitrator shall permit and facilitate such discovery as the Arbitrator determines is appropriate, including prehearing depositions, particularly of witnesses who will not appear, and orders to protect the confidentiality of proprietary information, trade secrets, and other sensitive information disclosed in discovery. Papers, documents and written communications shall be delivered by the parties directly to each other, the Arbitrator, and the American Arbitration Association tribunal administrator. The Arbitrator shall actively manage the proceeding to make it fair, expeditious, economical and less burdensome and adversarial than litigation. The Arbitrator may limit the issues, limit the time for each party to present its case, exclude testimony and other evidence that it deems irrelevant, cumulative or inadmissible, and order that the direct testimony of witnesses be furnished by written sworn statement. All documents that a party proposes to offer in evidence, except for those objected