

PARTICIPANT AGREEMENT

By signature on Page 2 of this *Participant Agreement*, the named company, and/or its subsidiaries or legal entities if listed herein or on accompanying page(s), accepts the following Articles, and binds itself to them accordingly:

Article One

PARTICIPANT PROCESS UTILIZATION

When entities that have signed this *Participant Agreement* cannot mutually agree on a settlement for subrogation matters, they will utilize the **onlineARBITRATION.net** process to resolve their dispute, foregoing litigation. *Participants* accept and agree to be governed by the then-current *Arbitration Process Rules* created and administered by The Dispute Resolution Organization (hereinafter referred to as "DRO").

Article Two

NON-PARTICIPANT PROCESS UTILIZATION

Any party that has not signed the *Participant Agreement* may utilize the process with written consent from a *Participant Company* as detailed in the *Arbitration Process Rules*, Rule 2-4.

Article Three

PROCESS EXEMPTIONS

Without its expressed, written consent, no party will be required to participate in this process if it has not signed the *Participant Agreement* or met the requirements detailed in the *Arbitration Process Rules* for participation.

Article Four

ARBITRATOR DECISIONS

The decision of the arbitrator(s) is final and binding. The recourse to any such decision rendered within this process is limited to the appellate provisions contained in Rule 4-7. No arbitrator decision will be either res judicata or collateral estoppel to any other matter arising out of the same incident/loss, except that of pertaining to supplemental damages being sought.

Article Five

AUTHORITY GRANTED TO THE DISPUTE RESOLUTION ORGANIZATION

DRO is authorized on behalf of the entities that so chose to be *Participants*, to make, revise, maintain, and/or manage the *Arbitration Process Rules* by which the **onlineARBITRATION.net** process operates. Additionally, DRO reserves the right to invite any entity to participate in the process, as it deems appropriate.

Article Six

PROCESS WITHDRAWAL

Any *Participant* may withdraw from the process at any time by submitting a letter requesting such withdrawal to the DRO corporate office. The withdrawal is effective sixty (60) days from the date the letter is received and time-stamped at the corporate office. Any case submitted by or against a withdrawing *Participant* before or during the sixty (60) day period referenced herein will be bound by the *Arbitration Process Rules* through to such case's decision conclusion, including any appellate process.

Article Seven

CONFIDENTIALITY

DRO pledges to protect, secure, and hold as confidential all user-provided information, by means of process security and data integrity against all foreseeable threats.

Company Name: _____

Authorized Signature: _____

Printed Name: _____ Date: _____

Title: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Compulsory Participation – Programs and Liability Exposure Limit(s)

For purposes of making the use of the *onlineARBITRATION.net* process compulsory, our company agrees to utilize this process as Plaintiff or Defendant for disputed matters for the following programs and liability exposures up to and including the dollar amount limits as indicated below. Check the box to the left of which program(s) your company will participate in, then check the appropriate liability limit within each program you agree to be bound to:

- | | | | | |
|---|-----------|------------|------------|--------------|
| <input type="checkbox"/> Auto | \$50K ___ | \$100K ___ | \$250K ___ | No Limit ___ |
| <input type="checkbox"/> Property | \$50K ___ | \$100K ___ | \$250K ___ | No Limit ___ |
| <input type="checkbox"/> PIP (Personal Injury) | \$50K ___ | \$100K ___ | \$250K ___ | No Limit ___ |
| <input type="checkbox"/> Medical Payments | \$50K ___ | \$100K ___ | \$250K ___ | No Limit ___ |
| <input type="checkbox"/> Workers' Compensation | \$50K ___ | \$100K ___ | \$250K ___ | No Limit ___ |

NOTE: Please list below any subsidiary company, or companies, you intend to be bound to this Agreement. By including them below, and with your signature above, you confirm that you are authorized on behalf of the listed company, or companies, to commit them to this Agreement.

(for additional subsidiary companies please attach a separate page as an addendum)

WHEN COMPLETED, PLEASE RETURN THE SIGNED *Participant Agreement* TO:

The Dispute Resolution Organization
Attention: Contract Processing
4688 Aylesford Drive, Palm Harbor, FL, 34685

Please direct any inquiries to:
727.773.1515