

*“Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by confidential arbitration in New York City, before the New York State Arbitration Association’s arbitrator(s) (the “NYSAA”). The arbitration shall be administered by the NYSAA pursuant to its **NYSAA Commercial Arbitration Rules & Procedures** accessible at www.nysaa.nyc.. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.”*

(optional but customary) Allocation of Fees and Costs:

“The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys’ fees of the prevailing party.”