

“The [Client/Buyer/Seller] hereby agrees that any dispute with the Broker, with regard to the terms of this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including but not limited to commissions and fees owed under the terms of this Agreement, 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. 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. The parties agree that the arbitrator(s) 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 for the prevailing party.”