aiADR ARBITRATION RULES

Effective Date: November 19, 2026 (the "Effective Date")

Preamble

aiADR is an artificially intelligent arbitration system that can conduct an arbitration in writing and render a reasoned, binding decision ("Award"). Through aiADR, parties can achieve a prompt, cost-effective, and just resolution to their dispute using artificial intelligence ("AI").

aiADR is a proprietary AI system developed by ADR Chambers, that has been trained to analyze legal disputes and produce clear, concise, and fair written decisions in the manner of an experienced arbitrator. aiADR has expertise in all areas of the law, and has been trained using case law, arbitration awards, and legal texts. It has been trained not to rely on hallucinations, and to only refer to authorities cited and provided by the parties to the dispute.

aiADR is a confidential and self-contained system. All data processed through aiADR is encrypted in transit and at rest. Data is stored on servers located in Canada and is not transmitted to or processed by any third-party. aiADR operates in compliance with the *Personal Information Protection and Electronic Documents Act* (PIPEDA) and applicable provincial privacy legislation.

By submitting an arbitration to aiADR, the parties to a dispute (individually a “Party”, collectively the “Parties”) agree to have an artificially intelligent arbitrator review their materials and generate an Award based on the AI's internal reasoning. All aiADR Awards will be reviewed by a human arbitrator (the "Reviewing Arbitrator") before the Award is released, as further described in Rule 4.

1. Arbitration Under These Rules

The purpose of the aiADR Arbitration Rules (the “Rules”) is to provide Parties with an efficient and cost-effective procedure to resolve their dispute by having an artificially intelligent arbitrator ("aiADR Arbitrator") render a legally binding award.

These Rules will apply when the Parties have executed an aiADR Arbitration Agreement (the "Agreement") and have agreed thereunder to have their dispute decided "under the aiADR Arbitration Rules" or words to that effect. By signing the Agreement, each Party expressly consents to the use of the aiADR Arbitrator and acknowledges that the Award shall be final and binding upon them, subject to Rule 11.

Under these Rules, the parties must be represented by a lawyer licensed to provide legal services in the relevant jurisdiction.

These Rules restrict the type of material that may be presented and the time to present evidence and argument. The restrictions under these Rules will be strictly enforced, and materials that do not adhere to the Rules will not be accepted. By agreeing to proceed under these Rules, the Parties acknowledge the restrictions and agree that the Rules will give them a fair and reasonable opportunity to present their case and respond to the case presented by the other Party.

For the purposes of these Rules, the Party or Parties initiating the arbitration will be referred to as the "Claimant" under these Rules, even where there are multiple named claimants. The responding Party or Parties will be referred to as the "Respondent", even where there are multiple named respondents.

In cases where there is more than one Claimant, the Claimants, collectively, will be permitted to deliver one set of materials (as set out at Rule 2 and Rule 3) and be required to pay 50% of the arbitration fee, as set out in Rule 5 (the "Arbitration Fee"). In cases where there is more than one Respondent, the Respondents, collectively, will be permitted to deliver one set of materials and be required to pay 50% of the Arbitration Fee.

All arbitrations conducted under these Rules will be administered by ADR Chambers.

2. Starting The Arbitration

a. The Party initiating the arbitration (the "Claimant") must click on "Start an aiADR arbitration" on aiADR.com, and complete an aiADR Arbitration Intake Form.

b. Following completion of the Intake Form, both Parties will be prompted to register on the aiADR.com platform and create a password.

c. The Parties will also be prompted to execute the Agreement via DocuSign. Once the Agreement has been executed by both Parties, the arbitration is deemed to have commenced.

d. Within **five business days** of the arbitration commencing, the Claimant must submit a Notice of Arbitration. The Notice of Arbitration must be submitted through the aiADR document portal.

The Notice of Arbitration must be in writing and must contain or attach the following:

(i) name, address, phone number, and e-mail address of both Parties;

(ii) a brief description of the dispute; and

(iii) the relief sought; including a statement of the monetary amount claimed.

e. Prior to filing the Notice of Arbitration, the Claimant must pay a 50% share of the Arbitration Fee as set out at Rule 5 below, using one of the payment options available on aiADR.com. If the Arbitration Fee is not paid, the Notice of Arbitration will not be accepted.

f. In the event that the Notice of Arbitration has not been delivered and/or the 50% share of the Arbitration Fee has not been paid within the stipulated time limit, an aiADR Coordinator may set an additional reasonable period of time, not to exceed **three business days**, for the Claimant to comply with the Rules. If the Claimant fails to deliver the Notice of Arbitration and pay a 50% share of the Arbitration Fee within this additional period, the arbitration will be discontinued.

g. Upon receipt of the Notice of Arbitration and Arbitration Fee, the Respondent will be prompted to deliver a Response to the Notice of Arbitration within **five business days**.

h. The Response to the Notice of Arbitration (the "Response") must be submitted through the aiADR document portal. The Response must contain the following:

(i) confirmation of the accuracy (or corrections to) the names and contact information in the Notice of Arbitration;

(ii) a brief description of the dispute, if different from the description provided by the Claimant; and

(iii) any counterclaim the Respondent intends to bring, including an overview of the issues relevant to the counterclaim, and the relief sought.

i. Prior to delivering the Response, the Respondent must pay a 50% share of the Arbitration Fee as set out at Rule 5 below, using one of the payment options available on aiADR.com. If the Arbitration Fee is not paid by the Respondent, the Response to the Notice of Arbitration will not be accepted.

3. Delivery of Arbitration Briefs

a. Within **fifteen business days** of receipt of the Response, the Claimant must submit an Arbitration Brief through the aiADR document portal. The Arbitration Brief must include:

(i) A written memorandum setting out the Claimant's position on the issues in dispute;

(ii) Documentary evidence the Claimant considers relevant and wishes to rely on as part of its written memorandum. The documents included in the Claimant’s Arbitration Brief must be separated by tabs. An excerpt from a document is acceptable; and

(iii) Copies of any legal authorities that the Claimant relies on in its written memorandum, including relevant case law and legislation.

b. The Claimant’s Arbitration Brief must be submitted as a single electronic PDF file. It must include a table of contents identifying the documents and their page numbers.

c. Within **fifteen business days** of receipt of the Claimant's Arbitration Brief, the Respondent must deliver its Arbitration Brief through the aiADR document portal. The Arbitration Brief must include:

(i) A written memorandum setting out the Respondent's position on the issues in dispute;

(ii) Documentary evidence the Respondent considers relevant and wishes to rely on as part of its written memorandum. The documents included in the Respondent’s Arbitration Brief must be separated by tabs. An excerpt from a document is acceptable; and

(iii) Copies of any legal authorities that the Respondent relies on in its written memorandum, including relevant case law and legislation.

d. The Respondent's Arbitration Brief must be submitted as a single electronic PDF file. It must include a table of contents identifying the documents and their page numbers.

e. Within **ten business days** of receipt of the Respondent's Arbitration Brief, the Claimant may submit a Reply Brief (if needed). The Reply Brief may include materials that oppose any counterclaim brought by the Respondent, including additional relevant documentary evidence and legal authorities. The Reply Brief must be submitted as a single electronic PDF file through the aiADR document portal.

f. If the Respondent filed a counterclaim, and the Claimant opposed the counterclaim in its Reply Brief, the Respondent may deliver a Counterclaim Reply Brief within **ten business days** of receipt of the Claimant's Reply Brief. The Counterclaim Reply Brief must not include or refer to any new documents or legal authorities that were not previously included in the parties' materials. The Counterclaim Reply Brief must be submitted as a single electronic PDF file through the aiADR document portal.

g. Any file submitted must not exceed 100 MB. Submissions that exceed the file size limit will not be accepted, and the submitting Party will be asked to re-submit its materials in order to come into compliance with the Rules. If it does not do so, the document will not be considered in the arbitration.

h. Submissions must be delivered in PDF format. Compressed files, such as .zip will not be accepted.

4. The Award

a. Upon completion of the Parties' submissions, the aiADR Arbitrator will render a draft decision in writing with reasons (the "Draft Award").

b. The aiADR Arbitrator has the power to rule on its own jurisdiction. The aiADR Arbitrator will only decide the issues on their merits if it is satisfied that it has jurisdiction to decide the dispute. If the aiADR Arbitrator determines that it lacks jurisdiction, it will state in the Award that it does not have jurisdiction.

c. Before the Award is released to the Parties, a qualified human arbitrator (the "Reviewing Arbitrator") will conduct a review of the Draft Award.

d. Unless the Parties have agreed to select their own Reviewing Arbitrator in accordance with Rule 4(g), the Reviewing Arbitrator will be selected by ADR Chambers after all the Parties' submissions have been completed pursuant to Rule 3. The Parties will be notified of the name of the Reviewing Arbitrator once selected.

e. The Reviewing Arbitrator must be independent and impartial. Before accepting their appointment, the Reviewing Arbitrator shall disclose in writing to ADR Chambers any facts or circumstances likely to give rise to a reasonable apprehension of bias, or justifiable

doubts as to his or her impartiality or independence viewed from the perspective of a fair-minded and informed observer. Any such disclosures will be provided to the Parties and a time limit will be fixed for the Parties to provide their comments.

f. In a situation where a prospective Reviewing Arbitrator is disqualified or recuses themselves, a new Reviewing Arbitrator will be selected by ADR Chambers.

g. For an additional fee (the "Selection Fee"), the Parties will have the option to select the Reviewing Arbitrator for their matter. A list of available arbitrators will be published on the aiADR website. The election to select the Reviewing Arbitrator must be made by the Parties by no later than the deadline for the Respondent's Arbitration Brief, as set out in Rule 3(c). The Parties must indicate their intention to select the Reviewing Arbitrator by emailing concierge@aiadr.com.

h. The option to select the Reviewing Arbitrator will only be permitted if both Parties have agreed on the selection, the selected arbitrator is available and conflict-free, and the Parties have paid the Selection Fee in the amount set out at Rule 6.

i. The Reviewing Arbitrator will review the Draft Award, and can confirm, edit, or re-draft any part of the Draft Award. The Reviewing Arbitrator will review the Draft Award, assess its reasonableness, and determine whether any changes are necessary prior to approving and finalizing the Award. If the Reviewing Arbitrator determines that the Draft Award should be altered or amended, the Draft Award will be re-drafted until the Reviewing Arbitrator is satisfied that it is ready for release. The Award will be issued in its final form by the Reviewing Arbitrator when the Award has been approved for reasonableness by the Reviewing Arbitrator. In approving an Award for release, the Reviewing Arbitrator must confirm that in the opinion of the Reviewing Arbitrator, a reasonable human arbitrator could have reached the decision reached by the aiADR Arbitrator, for the reasons stated in the Award. Once the Award is ready for release, the Reviewing Arbitrator will sign the Award as the named arbitrator.

j. The Parties will each receive a copy of the Award. The Parties will not be permitted to receive copies of any Draft Award or any previous iteration of the final Award. The Reviewing Arbitrator will not conduct a *de novo* arbitration as part of his or her review.

k. The Award will be released within **five business days** of receipt of the last submission filed in accordance with Rule 3, or within five business days of the deadline for any such submission under Rule 3.

l. After the release of the Award, the arbitration will be at an end. The aiADR Arbitrator and ADR Chambers will not be able to make any additional rulings with respect to the Parties' dispute.

m. There will be no amendments or corrections to the Award unless both Parties agree to have ADR Chambers make the amendment or correction, and any such request is made in writing to ADR Chambers within **five business days** of the release of the Award.

5. The Arbitration Fee

a. The total Arbitration Fee per arbitration is $10,000 plus taxes. Unless the Parties have agreed to a different arrangement, each Party will be responsible for paying 50% of the Arbitration Fee. The Claimant is required to pay 50% of the Arbitration Fee, being $5,000 plus taxes, prior to delivering the Notice of Arbitration. The Respondent is required to pay 50% of the Arbitration Fee, being $5,000 plus taxes, prior to delivering the Response.

b. One Party may pay a portion of the Arbitration Fee on behalf of the other Party if both Parties agree.

c. The Arbitration Fee is a fixed fee that covers the entire cost of the arbitration, including the release of the Award.

d. The Arbitration Fee is non-refundable once paid, even if the arbitration is settled or withdrawn prior to the release of the Award.

6. The Selection Fee

a. The Parties will be permitted to select their Reviewing Arbitrator from the list of available aiADR arbitrators published on the aiADR website for an additional fee of $10,000 plus taxes. The Selection Fee is non-refundable even if the arbitration is settled or withdrawn prior to the release of the Award.

b. If the Parties wish to select a Reviewing Arbitrator, they must contact concierge@aiadr.com as soon as possible, and by no later than the deadline for the Respondent's Arbitration Brief, as set out in Rule 3(c).

7. Settlement

If the Parties settle their dispute before the Award is released, either Party should notify ADR Chambers in writing and the arbitration will be terminated.

8. Failure to Meet Time Limits – Award on Default

Where a Party fails to comply with the time limits set out in these Rules, an aiADR Coordinator may fix a reasonable period of time, not exceeding three business days, for compliance and, if the Party does not comply within the period, the other Party may request an award on default. Prior to entering an award on default, the aiADR Arbitrator will require the non-defaulting Party to produce evidence and legal argument in support of its claim or response. In such a case, the aiADR Arbitrator's Award will be based solely on the non-defaulting Party's evidence and legal argument.

In the event of a default, the non-defaulting Party will be required to pay the other Party's share of the Arbitration Fee in order to proceed to an award on default.

9. Costs and Interest

a. The aiADR Arbitrator may determine who will pay the Arbitration Fee and may make an order to apportion the Arbitration Fee between the Parties or entirely to one of the Parties.

b. The aiADR Arbitrator may determine liability for legal costs and apportion those costs as between the Parties. Any Party seeking an order for legal costs must provide its submissions on costs and any Bill of Costs as part of its Arbitration Brief set out at Rule 3. A Party seeking costs must not disclose as part of its submissions, any details regarding without prejudice settlement discussions. The Parties will not have an opportunity to make separate submissions on the issue of costs under these Rules.

c. The aiADR Arbitrator may order interest to be paid, if applicable, and the date from which interest runs.

10. Other Process Rules

a. There will be no motions.

b. There will be no procedural meetings or case conferences.

c. There will be no oral hearings.

d. There will be no requests for stays or adjournments, or extensions of time under these Rules, except as expressly provided in these Rules.

11. Finality of Award

An arbitration award under these Rules is final and binding on the Parties and is not subject to an appeal or review on any grounds, including (without limitation) lack of jurisdiction, or because of the fact that the decision is made by Artificial Intelligence, except where the law in the location where the arbitration is held requires a right of appeal to be maintained.

12. Rules of Evidence

All documents delivered in accordance with Rule 3 above will be admissible and need not be proven in accordance with the rules of evidence. The aiADR Arbitrator will determine how much weight to attach to any information presented by the Parties.

13. Privacy and Confidentiality of Arbitration

a. The arbitration is private and confidential. All written and oral communications made in the course of the arbitration will be treated as confidential. Communications and documents shared or disclosed in the arbitration will not be disclosed to anyone who is not a Party thereto, unless:

(i) the person is an officer, director, or employee of a Party;

(ii) the information is otherwise public;

(iii) the person to whom the information is disclosed is a legal or financial advisor to a Party to this Agreement;

(iv) required for purposes of enforcing or interpreting the Award; or

(v) pursuant to an order of a court of competent jurisdiction.

b. ADR Chambers and its employees will not reveal the names of the Parties, or anything discussed in the arbitration, unless:

(i) consented to in writing by the Parties;

(ii) used for research or education purposes, on an anonymous basis;

(iii) ordered to do so by a judicial authority or where required to do so by law; or

(iv) where the information suggests that there will be actual or potential threat to human life or safety, or the commission of a crime in the future.

c. For further details regarding data security, storage, and compliance, see the aiADR Privacy Policy and Website Terms of Use available at www.aiadr.com.

14. Limitation of Liability

a. ADR Chambers and its related companies, its officers, directors, employees, and the Reviewing Arbitrator (collectively, "ADR Chambers") are not liable to any Party in connection with the conduct and administration of an arbitration under these Rules. This limitation on liability applies to the aiADR Arbitrator's consideration of the evidence and legal submissions, the rendering of the Award, and the conduct of the Reviewing Arbitrator.

b. The aiADR Arbitrator and the Reviewing Arbitrator have the same protections and immunities afforded to a judge of the superior court in the province, state, or territory where the arbitration is held.

c. The Parties jointly and severally agree to indemnify and hold harmless ADR Chambers from and against any claim by a third party arising out of or related to the arbitration, except where such claim arises from fraud or wilful misconduct on the part of the ADR Party against whom the claim is made.

d. The Parties agree that they will not seek to compel any of ADR Chambers' employees or the Reviewing Arbitrator to appear as a witness or expert in any pending or future legal or judicial or other adversarial proceeding involving any one or more of the Parties and relating in any way to the subject matter of the arbitration.

15. Delivery of Materials and Correspondence

All materials submitted by the Parties must be submitted electronically through the aiADR document portal. All correspondence relating to the arbitration shall be delivered to concierge@aiadr.com and copied to the opposing Party. There will be no *ex parte* communication.

16. Accessibility

If a Party requires an accommodation under the Human Rights Code, the Party should make its request to concierge@aiadr.com.

17. Amendment to Rules

These Rules (including the Rule relating to the amount of the Arbitration Fee) may be amended by ADR Chambers in its sole discretion. Amendments become effective when they are posted to the aiADR website but the Rules in effect when the arbitration is confirmed by ADR Chambers will be the Rules that govern an arbitration.

These Rules are effective as of November 19, 2026.

These Rules replace all prior Rules. Copies of the Rules that were in effect prior to the date of these Rules may be obtained from ADR Chambers.