



Mediation and Arbitration Clause

[Short Form]

Dispute Resolution.

Any controversy or claim arising out of or relating to this Agreement, the relationship resulting in or from this Agreement or breach of any duties hereunder will be settled by Arbitration in accordance with the Arbitration Rules of the U. S. Arbitration & Mediation (“USA&M”). All hearings will be held in St. Louis, Missouri before an Arbitrator who is a licensed attorney with at least 15 years of experience in commercial law. A judgment upon the award rendered by the Arbitrator shall be entered in a Court with competent jurisdiction. The Federal Arbitration Act (Title 9 U.S. Code Section 1 et. seq.) shall govern all arbitration and confirmation proceedings.

As a condition precedent to the filing of an arbitration claim, the parties agree to first mediate any claims between them at USA&M. Any party refusing to mediate shall not prevent the other party or parties from pursuing their claims in arbitration. The parties will share the cost of mediation equally. Nothing herein will be construed to prevent any party’s use of injunction, and/or any other prejudgment or provisional action or remedy. Any such action or remedy will not waive the moving party’s right to compel arbitration of any dispute.

The parties agree to also meet and negotiate in good faith in order to resolve any disputes which may arise between them.

[Add in bold print above the signatures at the end of the document:

“THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.”]