

Arbitration – In Agreement. The undersigned agree that in the event any dispute, controversy, claim, question or difference (a "dispute") shall arise out of or relating to this Agreement or the breach, termination or invalidity thereof, the Parties hereto shall use their best endeavours to settle such dispute. They shall consult and negotiate with each other, in good faith and understanding of considering their mutual interests, to reach a just and equitable solution satisfactory to all both Parties. If they do not reach such solution within a period of sixty (60) thirty (30) days, then upon notice by either Party to the other Parties the disputed disputes shall be finally settled resolved by arbitration in accordance with the provisions of the Arbitrations Act (Ontario) (the "Act"), and the following provisions shall apply to the arbitration:

(a) the referral shall be to three arbitrators and in the case of any arbitrator to be selected by one or more other arbitrators or by a judge in accordance with such Act, such arbitrator shall be selected from the roster developed by the Canada United States Trade Commission of individuals willing and able to serve as panellists in an arbitration under the United States Canada Free Trade Agreement [Chapter 18];

(b) the UNCITRAL arbitration rules shall apply to the arbitration

(a) Either party may commence the arbitration by notice demanding arbitration of the disputes which shall be submitted to a single arbitrator who shall be Werner Keller. However, if he does not accept the appointment, then the parties may agree upon another arbitrator, or either party may apply to the court to appoint the arbitrator;

(b) We agree to abide by and perform all directions and awards given and made by the arbitrator, and judgment may be entered in any court having jurisdiction to enforce such decisions. The parties agree that such decisions of the extent they arbitrator are not inconsistent with final and binding and no appeal to a court is allowed on any grounds including any question of law, except as provided in sections 46 and 48 the provisions of Act. Thus, the Arbitrations Act (Ontario); and

(c) the disputed disputes shall not be made the subject matter of any action or application in any court by either Party unless the dispute has been first submitted to arbitration and finally determined by the arbitrators arbitrator. Any such action commenced thereafter shall only be for the purpose of enforcing the decision of the arbitrators and the costs incidental to the action arbitrator. In any such action, the decision of the arbitrators shall be conclusively deemed to determine the rights and liabilities as between the Parties to the arbitration in respect of the matter in dispute. disputes;

(c) We agree that the arbitration proceedings shall not be open to the public or the media, and further agree that the proceedings shall only be attended by persons whose presence, in the opinion of any party or the arbitrator is reasonably necessary for the proceedings. All evidence presented, documents produced and submissions made in the arbitration proceedings shall be kept confidential, and the parties further agree to keep the outcome of the arbitration strictly confidential, except as may be necessary to implement or enforce the arbitrator's award or as required by applicable laws or by order of the court.