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Any other disputes will be resolved as follows:

If a dispute arises under this agreement, we agree to first try to resolve it with the help of a mutually agreed-upon mediator in Alberta, Canada. Any costs and fees other than attorney fees associated with the mediation will be shared equally by each of us.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, we agree to submit the dispute to binding arbitration in accordance with the laws of the province of Alberta and the then current Rules of Procedure for Commercial Arbitration of the ADR Institute of Canada, Inc. ([www.amic.org](http://www.amic.org)) ("Institute"). The arbitration tribunal shall consist of three (3) arbitrators chosen by the parties from a slate of eight (8) proposed arbitrators provided by the Institute. If the parties are unable to agree on all three arbitrators within seven (7) days after receipt of the slate provided by the Institute, the Institute shall appoint the number of arbitrators the parties have been unable to agree upon from the slate. The decision of the tribunal shall be final and binding and no appeal shall lie therefrom.

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