

ARBITRATION AGREEMENT / FORUM SELECTION CLAUSE (ADDENDUM TO BILL OF LADING)

A. ARBITRATION OF DISPUTES:

The Shipper (Customer) and Carrier (ZIP 2 ZIP TRANSFER AND STORAGE, INC.), collectively referred to as "Parties" agree to resolve any and all claims, disputes, allegations of violation of regulatory compliance, loss, damage, delay, or claims of overcharge through arbitration as set forth below, unless expressly provided differently in this Agreement or by law includes all allegations of damage to property, loss of property, allegations of damages resulting from delays in delivery, and allegations of overcharges. The Parties agree to at all times conduct themselves in strict, full, complete and timely accordance with the terms hereof and that any attempt to circumvent the terms of this Arbitration Agreement shall be absolutely null and void and of no force or effect whatsoever.

The Carrier is required to offer arbitration, but you are not required to use arbitration. Should you elect to use arbitration in pursuing your claim, the arbitrator's decision must be binding on the carrier if the total of the (all) claim(s) is \$10,000.00 or less. If the claim(s) is (are) for more than \$10,000.00, then the arbitration will only proceed if the Carrier and Shipper agree.

Arbitration is a procedure to resolve claims that would otherwise be brought in court. Through arbitration, claims would be decided by an arbitrator, in a setting less formal than a traditional courtroom. Nonetheless, the decision of an arbitrator would be enforced as though it was made by a judge.

B. APPOINTMENT OF AN ARBITRATOR:

All disputes submitted under this Arbitration Agreement, shall be binding. Only an arbitration before a retired judge or commissioner of the Superior Court of the State of California for the County of Los Angeles may hear the arbitration. Such arbitrator can be obtained through the following services: Alternative Resolutions Centers (www.arc4adr.com), Action Dispute Resolutions Services (www.adrservices.org), Judicate West (www.adjudicateinc.com) and the procedures shall be as defined by the American Arbitration Association ("AAA") under its commercial arbitration rules, HOWEVER, the arbitrator must allow the oral presentation of all claims if the Shipper or Carrier so desire. The Carrier will provide the initiating forms for arbitration upon request, even though all such forms are available on the websites identified above in this section.

C. ARBITRATION PROCEDURE:

1. PRE-HEARING ACTIONS. The Arbitrator shall schedule a pre-hearing conference to resolve procedural matters, arrange for the exchange of information, obtain stipulations, and narrow the issues. The Parties will submit proposed discovery schedules to the Arbitrator at the pre-hearing conference. The scope and duration of discovery will be within the sole discretion of the Arbitrator. The Arbitrator shall have the discretion to order a pre-hearing exchange of information by the Parties, including, without limitation, production of requested documents, exchange of summaries of testimony of proposed witnesses, and examination by deposition of Parties and third-party witnesses. This discretion shall be exercised in favor of discovery reasonable under the circumstances. The Arbitrator shall issue subpoenas and subpoenas duces tecum as provided for in the applicable statutory or case law (e.g., in California Code of Civil Procedure Section 1282.6).

2. THE DECISION. The arbitration shall be conducted in the County of Los Angeles at a reasonably convenient site or may be done anywhere else in the United States of America provided telephonic conferencing is available to all Parties. Any Party may be represented by counsel or other authorized representative. In rendering a decision(s), the Arbitrator shall determine the rights and obligations of the Parties according to the substantive laws and the terms and provisions of this contract. The Arbitrator's decision shall be based on the evidence introduced at the hearing, including all logical and reasonable inferences therefrom. The Arbitrator may make any determination and/or grant any remedy or relief that is just and equitable. The decision must be based on, and accompanied by, a written statement of decision explaining the factual and legal basis for the decision as to each of the principal controverted issues. The decision shall be conclusive and binding, and it may thereafter be confirmed as a judgment by the court of applicable jurisdiction, subject only to challenge on the grounds set forth in the applicable statutory or case law (e.g., in California Code of Civil Procedure Section 1286.2). The validity and enforceability of the Arbitrator's decision is to be determined exclusively by the court of appropriate jurisdiction pursuant to the provisions of this contract. The Arbitrator may award costs, including without limitation, Arbitrator's fees and costs, attorneys' fees, and expert and witness costs, to the prevailing party, if any, as determined by the Arbitrator in his discretion. Until such time as the arbitrator renders a decision otherwise, the fees each party advances shall be equally divided amongst the parties. The fees and deposit is generally about \$1,000.00 per party, since most arbitrators will require roughly \$400.00 per hour and require about 5 hours total to handle the arbitration. Such decision shall be made within 60 days of the submission of argument, unless good cause exists for the arbitrator to believe more time is necessary for any party or for the arbitrator personally.

6. JURISDICTION IN THE CASE AND VENUE SUBJECT MATTER. The Party that initiates the arbitration shall be bound by the arbitration rules set forth herein. The venue for the arbitration shall be the Los Angeles Superior Court for the State of California. Parties hereto may, upon motion, file a petition or motion for a change of venue, jurisdiction, or make any request to otherwise transfer from this court. This agreement and venue is pursuant to *Carnival Cruise Lines vs. Shute* 111 S.Ct. 1522 (1991), and is not intended to diminish the enforceability of the binding arbitration terms of this Agreement.

Dated: _____

By: _____
Signature of Shipper or Shipper's representative

Signature of Carrier's representative