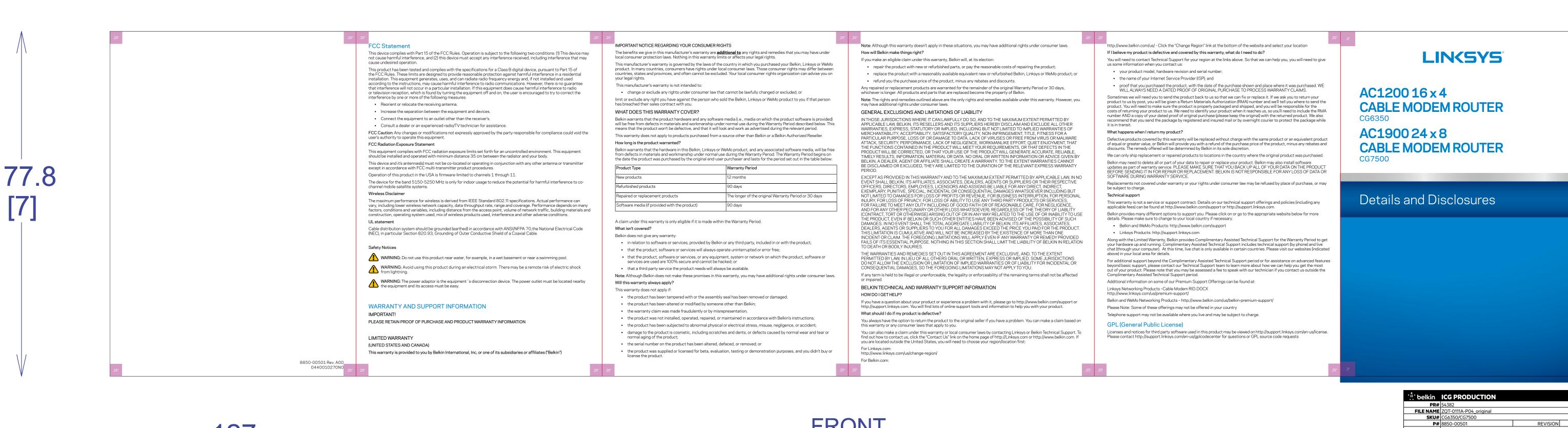
## QIG - 105 gsm COATED PAPER



**FRONT** 

**DATE** July 28, 2017 2:00 PM

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(B) ARBITRATION PROCEDURES AND FEES. PRIOR TO SUBMITTING A CLAIM FOR ARBITRATION, EITHER PARTY SHALL FIRST NOTIFY THE OTHER PARTY TO TRY TO RESOLVE THE DISPUTE. IF THE DISPUTE IS NOT RESOLVED WITHIN 60 DAYS OF SUCH NOTIFICATION, THEN THE CLAIM WILL BE SUBMITTED FOR ARBITRATION. THE ARBITRATION OF ANY DISPUTE OR CLAIM SHALL BE CONDUCTED IN ACCORDANCE ARBITRATION. THE ARBITRATION OF ANY DISPUTE ON CLAIM SHALL BE CONDUCTED IN ACCORDANCE WITH THE THEN CURRENT AND APPLICABLE RULES OF JAMS AS MODIFIED BYTHIS AGREEMENT. THE ARBITRATION SHALL OCCUR BEFORE A SINGLE ARBITRATOR, WHO MUST BE A RETIRED JUDGE OR JUSTICE, IN ONE OF SIX REGIONAL VENUES CONSISTENT WITH THE VENUE PROVISION BELOW. WHETHER OR NOT YOU PREVAIL IN THE DISPUTE, SO LONG AS YOUR CLAIM IS NOT FOUND TO BE FRIVOLOUS BY THE ARBITRATOR AS MEASURED BY RULE 11(b) OF THE FEDERAL RULES OF CIVIL PROCEDURE, YOU SHALL BE ENTITLED TO BE REIMBURSED FOR YOUR COSTS OF ARBITRATION, WITHIN THE SOLE DISCRETION OF THE ARBITRATOR. IF THE ARBITRATION AWARD IS EQUAL TO OR GREATER THAN THE AMOUNT YOU DEMANDED IN YOUR ARBITRATION CLAIM, BELKIN WILL PAY FOR YOUR REASONABLE AND ACTUAL ATTORNEYS' EEES YOU HAVE INCLUDED TO A DRIPTTATE THE DISPUTE OF A MINIMALIE AND ECOVERY OF 62 500 ANY S YOU HAVE INCURRED TO ARBITRATE THE DISPUTE. PLUS A MINIMUM RECOVERY OF \$2,500. ANY FEES YOU HAVE INCURRED TO ARBITRATE I HE DISPUTE, PLUS A MINIMUM RECUVERY OF \$2,500. ANY DECISION OR AWARD BY THE ARBITRATOR RENDERED IN AN ARBITRATION PROCEEDING SHALL BE FINAL AND BINDING ON EACH PARTY, AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. IF EITHER PARTY BRINGS A DISPUTE IN A COURT OR OTHER NON-ARBITRATION FORUM, THE ARBITRATIOR OR JUDGE MAY AWARD THE OTHER PARTY ITS REASONABLE COSTS AND EXPENSES JOING BUT NOT LIMITED TO ATTORNEYS FEES) INCURRED IN ENFORCING COMPLIANCE WITH THIS NG ARBITRATION PROVISION, INCLUDING STAYING OR DISMISSING SUCH DISPUTE. ANY ARBITRATION SHALL BE CONFIDENTIAL, AND NEITHER YOU, NOR BELKIN NOR THE ARBITRATION MAY DISCLOSE THE EXISTENCE, CONTENT OR RESULTS OF ANY ARBITRATION, EXCEPT AS MAY BE REQUIRED BY LAW OR FOR PURPOSES OF ENFORCEMENT OR APPEAL OF THE ARBITRATION AWARD. JUDINED BY LAW OR ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING PROPER JURISDICTION. IF ANY PORTION OF THIS ARBITRATION CLAUSE IS DETERMINED BY A COURT TO BE INAPPLICABLE OR INVALID, THEN THE

REMAINDER SHALL STILL BE GIVEN FULL FORCE AND EFFECT. C) WAIVER OF CLASSWIDE CLAIMS; SMALL CLAIMS COURT. NEITHER YOU NOR BELKIN SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CONSUMERS OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. YOU UNDERSTAND THAT WITHOUT THIS PROVISION YOU MAY HAVE HAD A RIGHT TO **ARBITRATE** 

A DISPUTE ON A CLASSWIDE OR REPRESENTATIVE BASIS, AND THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THOSE RIGHTS AND AGREE INSTEAD TO ARBITRATE ONLY YOUR OWN DISPUTE(S) IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION. NOTWITHSTANDING THE ABOVE AGREEMENT TO ARBITRATE DISPUTES, YOU AND BELKIN EACH ACKNOWLEDGE AND AGREE THAT EITHER PARTY MAY, AS AN ALTERNATIVE TO ARBITRATION, BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURTTO RESOLVE A DISPUTE, SO LONG AS SUCH SMALL CLAIMS COURT DOES NOT PROVIDE FOR OR ALLOW FOR JOINDER OR (D) GOVERNING LAW; INJUNCTIVE RELIEF. THIS AGREEMENT IS TO BE CONSTRUED IN ACCORDANCE WITH AND

GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW RULE THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION TO THE RIGHTS AND DUTIES OF THE PARTIES. HOWEVER, WITH RESPECT TO SOFTWARE PROVIDED, IF YOU ARE A CONSUMER AND YOU LIVE IN A COUNTRY WHERE BELKIN MARKETS OR PROMOTES THE SOFTWARE, LOCAL LAW MAY REQUIRE THAT CERTAIN CONSUMER PROTECTION LAWS OF YOUR COUNTRY OF RESIDENCE APPLY T SOME SECTIONS OF THIS AGREEMENT. IN ADDITION, BELKIN MAY SEEK INJUNCTIVE RELIEF IN ANY COURT HAVING JURISDICTION TO PROTECT ITS INTELLECTUAL PROPERTY RIGHTS. EACH OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS AND THE UNITED NATIONS DNVENTION ON THE LIMITATION PERIOD IN THE INTERNATIONAL SALE OF GOODS IS HEREBY EXPRESSLY EXCLUDED AND WILL NOT APPLY TO THIS AGREEMENT.

(E) VENUE. EXCEPT FOR INDIVIDUAL SMALL CLAIMS ACTIONS WHICH CAN BE BROUGHT IN ANY SMALL VENUE: EXCEPT FOR INDIVIDUAL SMALL CLAIMS ACTIONS WHICH CAN BE BROUGHT IN ANY SMALL CLAIMS ACTIONS WHICH CAN BE BROUGHT IN ANY SMALL CLAIMS COURT WHERE JURISDICTION AND VENUE ARE PROPER, ANY ARBITRATION, LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY DISPUTE SHALL BE COMMENCED IN (1) NEW YORK, NEW YORK, (2) ATLANTA, GEORGIA, (3) CHICAGO, ILLINOIS, (4) DALLAS, TEXAS, (5) SEATTLE, WASHINGTON, OR (6) LOS ANGELES, CALIFORNIA, AND YOU AND BELKIN EACH IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY SUCH PROCEEDING. HOWEVER, FOR A DISPUTE OF \$10,000 OR LESS, YOU MAY CHOOSE WHETHER THE ARBITRATION IN ANY OF THE SIX REGIONAL VENUES PROCEEDS IN PERSON, BY TELEPHONE, OR BASED ONLY ON SUBMISSIONS.

If you are located outside of the United States, or if Section 17 does not apply to you or is otherwise unenforceable as 18. GOVERNING LAW. This Agreement will be governed by California law, without reference to its or any other jurisdiction's conflict of laws principles. Any action arising out of or relating to this Agreement may be brought exclusively in the appropriate state or federal court in Los Angeles, California, and Belkin and you irrevocably consent to the jurisdiction of such courts and venue in Los Angeles, California. However, if our are a consumer and you live in a country where Belkin markets or distributes the Software, local law may require that certain consumer protection laws of your country of residence apply to some sections of this Agreement. In addition, Belkin may seek injunctive

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