

EXHIBIT B

GIULIANI

CAPITAL ADVISORS

GIULIANI CAPITAL ADVISORS LLC
101 WEST BIG BEAVER ROAD SUITE 545
TROY MI 48084

TEL 248 524 5980
FAX 248 524 5990

September 11, 2006

PRIVATE & CONFIDENTIAL

Mr. Joseph Mallak
Chief Executive Officer
Creative Engineered Products, LLC and Thermoplastics Acquisition, LLC
3650 W. Market St, Suite 340
Akron, OH 44333

Dear Mr. Mallak:

This letter agreement (including any attachments, this "Letter Agreement") confirms the understanding between Creative Engineered Products, LLC and Thermoplastics Acquisition, LLC ("CEP", the "Company" or "you") and Giuliani Capital Advisors LLC ("GCA" or "we") with regard to the engagement of GCA to act as exclusive financial advisor to the Company in connection with the proposed sale to another party (the "Purchaser"), whether effected in one transaction or a series of transactions, of substantially all of the assets and/or liabilities of the Company (the "Transaction"). As used in this Letter Agreement, the term "Transaction" includes (a) any merger, consolidation, exchange offer, recapitalization, credit bid, reorganization or other major capital transaction or business combination; (b) the acquisition, directly or indirectly, by the Purchaser, of any or all of the capital stock or assets of the Company; or (c) any other similar transaction or combination thereof or any other transaction otherwise structured and involving the Company or any of its affiliates.

GCA's Services

Subject to the terms and conditions of this Letter Agreement, GCA's services will consist of the following:

1. Advise and assist CEP in a disposition of those assets (i.e., facilities with ongoing customer relationships and books of business) that it determines, prior to the commencement of any sale process, are saleable as going concerns (the "Designated Assets").
2. Advise in developing the Company's strategy with regard to the Transaction;
3. Assist in analyzing the financial effects of the proposed Transaction;
4. Assist in preparing, if necessary, a descriptive memorandum regarding the Transaction;

5. Advise the Company in its negotiations regarding the Transaction, including, if necessary, negotiating (along with your legal counsel) a definitive agreement; and
6. Coordinate with the Company's legal counsel regarding matters related to the closing of a Transaction.

Notwithstanding the services provided by GCA, you will retain complete and final control of all key decisions in connection with the Transaction, including those decisions concerning:

1. Determination as to which of the Company's assets shall be Designated Assets;
2. Transaction strategy and pricing;
3. The structure and form of the Transaction;
4. The descriptive memorandum and other information presented to potential purchasers;
5. The potential purchasers to be contacted;
6. The potential purchasers allowed to conduct onsite due diligence and to be included in the final sales process;
7. The selection of the preferred purchaser;
8. The acceptance of a letter of intent or a similar agreement in principle; and
9. The entry into a definitive agreement.

This Letter Agreement is not intended to and does not create an agency or fiduciary relationship between the Company and GCA, and neither party has the authority to bind the other.

The Company will be the issuer of and shall be responsible for the descriptive memorandum, and such descriptive memorandum shall be based exclusively upon information provided by the Company. The Company will provide us with a letter of representation regarding the facts, assumptions and information contained in the descriptive memorandum. The Company shall be exclusively responsible for the accuracy and completeness of the descriptive memorandum, and GCA may rely upon the accuracy and completeness of all such information without independent verification. Recognizing the importance of the representations of the Company and its affiliates, officers, directors, employees and agents to the effective performance of GCA's engagement hereunder, the Company releases GCA from, and indemnifies GCA and its affiliates, officers, directors, members, employees and agents with respect to, any liability, cost or expense arising from or related to a misrepresentation or omission by the Company or any of its officers, directors, employees or agents.

The Company acknowledges and agrees that the Company, along with its legal counsel, is solely responsible for ensuring that the Company complies with all applicable law, including without limitation, that any offer or sale of securities made in connection with the Transaction is made in compliance with the registration requirements of the Securities Act of 1933 and the requirements of any applicable state securities laws or

qualifies for an exemption from such registration requirements and/or such state securities laws.

Professional Fees and Expenses; Termination

We are prepared to begin this engagement promptly upon your acceptance of this Letter Agreement. In consideration thereof, professional fees shall be due and payable as follows:

1. Upon execution of this Letter Agreement, and every thirty (30) calendar days thereafter until termination of this Letter Agreement, the Company shall pay an advisory fee (the "Monthly Advisory Fee") of \$25,000. Upon the termination of this Letter Agreement, a prorated portion of the Monthly Advisory Fee shall be returned by GCA to the Company, to adjust for any partial month period in the month of such termination; and
2. For each Transaction consummated during the period that GCA is engaged by the Company, the Company shall pay a fee in cash at the closing of each Transaction or similar transaction (the "Transaction Fee") equal to the greater of: (1) 3.0% of the Transaction Value of the Designated Assets involved in each Transaction; or (2) one hundred and twenty five thousand (\$125,000) for each Designated Asset involved in the Transaction. For the avoidance of doubt, if one of the Company's Designated Assets (e.g., Tuscaloosa facility) is involved in a Transaction, the Transaction Fee would be the greater of 3.0% of Transaction Value or \$125,000. Similarly, if multiple Designated Assets are sold in a single Transaction, the Transaction Fee would be calculated based on the actual or a mutually agreed upon allocation of Transaction Value for each Designated Asset such that the greater of 3.0% of Transaction Value or \$125,000 per Designated Asset would apply to each Designated Asset. For purposes of this Letter Agreement, "Transaction Value" shall mean the total consideration paid or payable (e.g., cash, property, stock, options, warrants, or other securities, consulting agreements, non-compete provisions, earnouts, excluded assets that are intended as purchase consideration, deferred or escrowed consideration and/or notes) to the Company and/or its creditors and its shareholders plus the total book value of indebtedness for money borrowed, directly or indirectly assumed, forgiven, repaid, refinanced, restructured, retired, extinguished or acquired as a result of or in connection with the Transaction. If any portion of the Transaction Value is not readily determinable as of the closing, then the Company and GCA will determine a dollar equivalent by agreement before the closing. Any amounts to be paid contingent upon future events shall be estimated in a manner mutually agreeable to the Company and GCA, except that amounts held in escrow shall be deemed paid at closing.

3. If the Company determines not to sell any of the Designated Assets and/or an alternative form of the Transaction is determined appropriate by the Company (by way of example only, a liquidation), GCA shall not be entitled to a Transaction Fee unless the Purchaser(s) was a party (a) involved in the transaction process; or (b) identified or introduced to the Company by GCA, or interacted with GCA or the Company during the term of this engagement in connection with a potential Transaction.

In addition to the fees that are or may be payable to GCA under this Letter Agreement, GCA's reasonable out-of-pocket expenses incurred in connection with its activities under this Letter Agreement will be payable by the Company on a monthly basis. Such expenses will include, but not be limited to, costs directly associated with this Letter Agreement, including reasonable attorneys' fees and expenses, travel, out-of-town accommodations and meals, overnight delivery, and database access charges, telephone, facsimile, postage, printing and duplication, document materials and similar items. Monthly expenses are payable by the Company upon receipt of an invoice for such expenses from GCA, subject to applicable bankruptcy procedures regarding professional compensation.

As further consideration for the services provided, the Company agrees to the Indemnification, Dispute Resolution and Limitation of Liability provisions on Attachment A which is incorporated herein in full.

The Company acknowledges that a substantial professional commitment of time and effort will be required by GCA and its professionals hereunder, and that such commitment may foreclose other opportunities for GCA. Moreover, the time and commitment required for the engagement may vary substantially from week to week or month to month, creating "peak load" issues for GCA. Based upon mutual discussion between the Company and GCA of the various issues that may arise in such case, GCA's commitment to the variable level of time and effort necessary to address such issues, the level of staffing requested by the Company and the market price for GCA's engagements of this nature, the Company agrees that the fee arrangement hereunder fairly compensates GCA.

To the extent that the Company requests that GCA perform additional services not contemplated by this Letter Agreement, the scope and fees for such services shall be mutually agreed upon by GCA and the Company, in writing, in advance of any performance of such services.

GCA may pay referral fees to another NASD member firm in connection with this Letter Agreement, as permitted under NASD rules.

GCA cannot guarantee that this engagement will result in a transaction or that a transaction will be consummated. GCA's engagement under this Letter Agreement may be terminated at any time by either GCA or the Company, upon written notice to that effect to the other party; provided that the provisions contained in this Letter Agreement set forth in the sections entitled "Professional Fees and Expenses," "Information; Confidentiality," "Other Provisions," and "Attachment A" hereto shall survive any termination of this Letter Agreement. In the event of termination of this Letter Agreement, GCA shall be entitled to a Transaction Fee if the Company enters into an agreement for a Transaction prior to that date which is eighteen (18) months from the termination hereof and such agreement subsequently results in a Transaction. Any such fee shall be payable on the closing of such transaction and under the terms set forth herein.

Subcontracting Agreement

In connection with this Letter Agreement, with the consent of the Company, which consent shall not be unreasonably withheld, GCA may subcontract, as necessary, to assist with the work delineated in the section entitled "GCA Services" above. The Company agrees to pay the reasonable expenses incurred by any such subcontractor under this Letter Agreement.

Application for Retention

The Company shall promptly apply to the bankruptcy court in the Company's chapter 11 cases (the "Bankruptcy Court") for approval of this Letter Agreement pursuant to sections 327 and 328(a) of the Bankruptcy Code, nunc pro tunc to the date of commencement of such chapter 11 cases, for GCA's retention by the Company pursuant to this agreement, and for this agreement to be subject to review under section 328(a) of the Bankruptcy Code and not subject to review under section 330 of the Bankruptcy Code. The Company shall provide GCA and its counsel with a draft of such application and a proposed order authorizing such retention sufficiently prior to the filing of such documents with the Bankruptcy Court for review and comment by GCA and its counsel. GCA shall have no obligation to render any services hereunder if the Company, as Debtor(s), commences a case under Bankruptcy Code unless, in each Debtors' case, GCA's retention is approved on the terms and conditions set forth herein pursuant to section 328(a) of the Bankruptcy Code by a final order of the Bankruptcy Court that is acceptable to GCA in its sole discretion and which is not subject to appeal, rehearing, reconsideration or petition for certiorari. If GCA's engagement hereunder is approved by the Bankruptcy Court, the Company shall pay all fees and expenses of GCA as set forth herein as promptly as possible. In agreeing to seek approval of GCA's retention under sections 327 and 328(a) of the Bankruptcy Code, the Company acknowledges and agrees that GCA's restructuring expertise and experience will inure to the benefit of the Company, that the value of the services provided hereunder derive substantially from such expertise and experience and that the fees provided herein are reasonable regardless

of the number of hours expended by GCA in performance of services hereunder. The Company hereby agrees to seek a surcharge of its collateral pursuant to Section 506(c) of the Bankruptcy Code (if necessary to pay GCA's fees and expenses hereunder in full). The terms of this paragraph are for the benefit of GCA and may be waived, in whole or in part, only by GCA.

Information; Confidentiality

The Company will furnish or arrange to have furnished to GCA (including from the Purchaser or prospective purchasers with which the Company enters negotiations, if requested) such information as GCA believes appropriate to its engagement under this Letter Agreement (all such information so furnished being the "Information"). The Company (a) recognizes and acknowledges that GCA (i) will rely on the Information and other publicly available information in fulfilling the terms of its engagement under this Letter Agreement without any obligation to independently verify the same, (ii) does not assume responsibility for the accuracy or completeness of the Information or such other information, (iii) has no obligation to undertake an independent evaluation or appraisal of any assets or liabilities of the Company or any other party, (iv) has no obligation to investigate the accuracy or completeness of the Information, and (v) with respect to any financial forecasts (including costs, savings and synergies) that may be furnished to or discussed with us by the Company, will assume that they have been reasonably prepared and reflect the best then-currently available estimates and judgment of the Company's management and (b) consents to each of the items specified in clause (a) of this sentence. The Information will not be audited by GCA and, accordingly, GCA will express no opinion thereon. The Company further agrees to notify GCA promptly of any material change in any Information provided by the Company.

The Company represents that (i) the Information will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances in which they were made, not be false or misleading, and (ii) the Information will be true, complete and correct in all material respects.

GCA agrees to keep all Information confidential, except to the extent necessary to perform its duties under this Letter Agreement. Information shall not be considered confidential to the extent that: (a) it is or becomes publicly available through a source other than GCA; (b) it was known to GCA at the time such Information was furnished to GCA; (c) it is independently developed by GCA without reference to the Information; (d) it is subsequently learned from a third party that does not impose an obligation of confidentiality upon GCA; (e) it is required to be disclosed pursuant to applicable professional standards or law or regulation, government authority, duly authorized subpoena or court order or directive; or (f) is approved for disclosure by prior consent of the Company. The obligations of GCA under the immediately preceding two sentences

shall terminate upon the first anniversary following the completion of the work contemplated under this Letter Agreement.

GCA's role as advisor to the Company (and the terms and conditions of this Letter Agreement) may not be disclosed by the Company nor may any references to GCA be made without the prior written consent of GCA. Any advice, analysis or documentation (whether written or oral) rendered or provided by GCA in its role as advisor to the Company will be solely for the confidential use of the Board of Directors of the Company and may not be disclosed, quoted, reproduced, summarized, described or referred to without the prior written consent of GCA.

Upon the earlier of the public announcement of the Transaction by the Company and/or the Purchaser or the consummation of the Transaction, GCA may, at its option and expense, disclose to any party or publicly announce its role as exclusive financial advisor to the Company with regard to the Transaction; provided, however, that any such disclosure shall not relieve the Company or GCA of any of their confidentiality obligations under this Letter Agreement. If requested by GCA, the Company will ensure that a reference to GCA as its exclusive financial advisor is included in any press release or public announcement the Company makes in connection with the Transaction. The Company further consents to GCA's use or display of the Company's logo, symbol or trademark as part of GCA's general marketing or promotional activities, provided such use or display is in the nature of a public record or tombstone announcement in relation to the announced and/or consummated Transaction.

Other Provisions

As you know, GCA and its affiliates are engaged in a broad range of securities activities and financial advisory services. Nothing contained in this Letter Agreement shall prevent GCA from performing the same or similar engagements for other clients in your industry. Although it has not come to our attention that any services are being provided by GCA or its affiliates to any other entity in connection with the Transaction, if such occasion arises, GCA will take appropriate organizational measures to avoid a conflict of interest. Notwithstanding the foregoing, GCA will not advise third parties with regard to the Transaction.

GCA, as a registered broker-dealer, member NASD, is required to obtain, verify and record certain information regarding the individuals or entities with which GCA does business. The Company agrees to provide GCA with the Company's tax identification number and/or other identifying information, as GCA may request, to enable GCA to comply with applicable law.

The trade names and trademarks "Rudolph Giuliani," "Giuliani Capital Advisors LLC," or "Giuliani Partners LLC," or any similar mark or variations or derivations thereof (collectively, the "Giuliani Marks") shall not be used by the Company without

GCA's prior written consent and upon any termination of this Letter Agreement, the Company shall have no right to use or exploit the Giuliani Marks. Nothing in this Letter Agreement shall be deemed to give the Company any right, title or interest in or to any of the Giuliani Marks or GCA's trade names, trademarks or service marks.

The addresses for delivery of all notices to the parties under this Letter Agreement are as follows:

If to the Company:

Attn: Mr. Joseph Mallak
Chief Executive Officer
CEP Products, Inc.
900 S Wiley Street
Crestline, OH 44827-1766
United States

Telephone: (330) 665-6709
Facsimile: (330) 665-2905

If to GCA:

Attn: James W. Carter
Giuliani Capital Advisors LLC
101 W. Big Beaver
Troy, MI 48084

Telephone: 248-524-5977
Facsimile: 248-524-5990

And to:

Attn: Legal Department
Giuliani Capital Advisors LLC
5 Times Square
New York, NY 10036

Telephone: 212-258-1400
Facsimile: 212-258-1410

This Letter Agreement constitutes the entire agreement between the Company and GCA, and supersedes any and all prior agreements between the parties relating to this engagement. No waiver, amendment or other modification of this Letter Agreement shall be effective unless in writing and signed by each party to be bound thereby.

Except as expressly set forth in the section entitled "Subcontracting Agreement" herein, this Letter Agreement may not be assigned by the Company or GCA, except with the written consent of the non-assigning party. The benefits of this Letter Agreement shall inure to the Company, GCA, the Indemnified Parties (as defined below) and their respective successors and assigns and representatives, and the obligations and liabilities assumed in this Letter Agreement by the parties hereto shall be binding upon their respective successors and assigns.

Mr. Joseph Mallak

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The Company acknowledges and agrees that GCA has been retained to act solely as financial advisor to the Company. In such capacity, GCA shall act as an independent contractor, and any duties of GCA arising out of its engagement pursuant to this Letter Agreement shall be owed solely to the Company.

GCA maintains a business continuity and disaster recovery plan which is reviewed periodically so that GCA's most critical business applications are readily available in the event of a declared disaster. A summary of the plan is located on our website, www.giulianicapitaladvisors.com.

If any portion of this Letter Agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, the remaining portions of this Letter Agreement shall remain in effect.

This Letter Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. In addition, facsimile signatures shall be valid, enforceable, and effective as if they were originals.

This Letter Agreement shall be governed by, and construed in accordance with, the laws of the state of New York applicable to contracts executed in and to be performed in that state.

* * * * *

Signature Page Follows


Mr. Joseph Mallak

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This engagement is important to us and we appreciate the opportunity to be of service to you. If you are in agreement with the terms set forth herein, please indicate by signing and returning the enclosed copy of this Letter Agreement to us, along with your check for the initial Monthly Advisory Fee. If you have any questions about this Letter Agreement or wish to discuss these matters further, please contact James W. Carter at 248-524-5977.

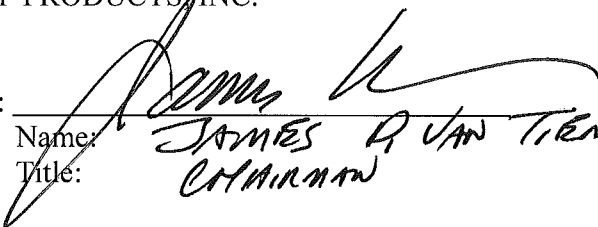
Very truly yours,

GIULIANI CAPITAL ADVISORS LLC

By: 
James W. Carter
Managing Director

Agreed to and Accepted as of
the date first written above by:

CEP PRODUCTS, INC.

By: 
Name: JAMES R. VAN TIEN
Title: Chairman

Enclosure/Attachment

ATTACHMENT A

Indemnification, Dispute Resolution and Limitation of Liability

The Company agrees to indemnify and hold harmless GCA and its affiliates, and their respective directors, officers, managers, members, partners, employees, agents and controlling persons (GCA and each such person being an "Indemnified Party") from and against any losses, claims, damages or liabilities ("Claims," and each a "Claim"), joint or several, to which any Indemnified Party may become subject in connection with the Transaction, any transactions contemplated by this Letter Agreement or the engagement of GCA pursuant to, and the performance by GCA of the services contemplated by, this Letter Agreement. The Company will also reimburse any Indemnified Party for all expenses (including fees and expenses of legal counsel) as such expenses are incurred in connection with investigating, preparing to defend, or defending such Claims, whether or not such Indemnified Party is a party and whether or not such Claim is initiated or brought by or on behalf of the Company. However, the Company will not be obligated under this indemnity if it is finally determined by a court or otherwise pursuant to the dispute resolution procedures contained herein that such Claims arose out of the gross negligence or willful misconduct of GCA. The reimbursement and indemnity obligations under this paragraph shall be in addition to any liability you may otherwise have and shall inure to the benefit of the Indemnified Parties and their respective successors and assigns.

If the indemnification of an Indemnified Party provided for in this Letter Agreement is for any reason held unenforceable, the Company agrees to contribute to the Claims for which such indemnification is held unenforceable (a) in such proportion as is appropriate to reflect the relative benefits to the Company, on the one hand, and GCA, on the other hand, of the Transaction or comparable transaction as contemplated (whether or not the Transaction or comparable transaction is consummated) or (b) if (but only if) the allocation provided for in clause (a) of this paragraph is for any reason held unenforceable, in such proportion as is appropriate to reflect not only the relative benefits referred to in such clause (a) but also the relative fault of the Company, on the one hand, and GCA, on the other hand, as well as any other relevant equitable considerations. The Company agrees that for the purposes of this paragraph the relative benefits to the Company and GCA of the Transaction or comparable transaction as contemplated shall be deemed to be in the same proportion that the total value received or contemplated to be received by the Company or its security holders, as the case may be, as a result of or in connection with the Transaction or comparable transaction bears to the fees paid or to be paid to GCA under this Letter Agreement; provided that, to the extent permitted by applicable law, in no event shall the Indemnified Parties be required to contribute an aggregate amount in excess of the aggregate fees actually paid to, and retained by, GCA under this Letter Agreement.

The Company agrees that, without GCA's prior written consent, it will not settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification could be sought under the indemnification provisions of this Letter Agreement (whether or not GCA or any other Indemnified Party is an actual or potential party to such claim, action or proceeding), unless such settlement, compromise or consent includes an unconditional release of each Indemnified Party from all liability arising out of such claim, action or proceeding.

In the event that any Indemnified Party is requested or authorized by the Company or is required by government regulation, subpoena, or other legal process to produce GCA's documents as evidence or personnel as witnesses with respect to GCA's services for the Company, the Company will, so long as GCA is not a party to the proceeding in which information is sought, reimburse GCA for its professional time and expenses, as well as the fees and expenses of its counsel, incurred in responding to such requests.

Any controversy or Claim with respect to, in connection with, arising out of, or in any way related to this Letter Agreement or the services provided hereunder (including any such matter involving a parent, subsidiary, affiliate, successor in interest, director, officer, manager, member, partner, employee, agent or controlling person of the Company or of GCA) shall be brought in the Bankruptcy Court, or the District Court for the Northern District of Ohio if such District Court withdraws the reference. The parties to this Letter Agreement consent to the jurisdiction and venue of such court as the sole and exclusive forum (unless such court does not have or retain jurisdiction over such claims or controversies) for the resolution of such controversy or Claims. The parties to this Letter Agreement hereby waive trial by jury, such waiver being informed and freely made. If the Bankruptcy Court, or the District Court upon withdrawal of the reference, does not have or retain jurisdiction over the foregoing controversies or Claims, the parties to this Letter Agreement agree to submit to binding arbitration, in accordance with the dispute resolution procedures set forth in Attachment A to this Letter Agreement. Judgment on any arbitration award may be entered in any court having proper jurisdiction. The foregoing is binding upon the Company and GCA, and any successors and assigns thereof.

In the event that either party objects to submitting any controversy or Claim to arbitration as required by this Letter Agreement, the objecting party shall be required to pay any and all legal fees and expenses of the non-objecting party in connection with the enforcement of such arbitration provisions.

In connection with the foregoing agreement to subject any controversy or Claim to arbitration, each of GCA and the Company (on its own behalf, and to the extent permitted by applicable law, on behalf of its shareholders) waives any and all right to trial by jury in any action, proceeding or counterclaim, regardless of the legal theory advanced, related to or arising from this Letter Agreement.

In no event, regardless of the legal theory advanced, shall GCA be liable or responsible to any person or entity, including the Company, other than for its gross negligence or willful misconduct and any such liability shall be limited to any fees actually paid by the Company under this Letter Agreement. Neither party shall be liable to the other for consequential, incidental, indirect, punitive or special damages (including loss of profits, data, business or goodwill), regardless of the legal theory advanced or of any notice given as to the likelihood of such damages; provided that this provision shall not limit GCA's indemnity or contribution rights as provided for in this Letter Agreement or applicable law. The Company's recourse with respect to any liability or obligation of GCA hereunder shall be limited to the assets of GCA, and the Company shall have no recourse against, and expressly waives its right to bring any claim against, any other Indemnified Party or any of their assets.

Dispute Resolution Procedures

The following procedures shall be used to resolve any controversy or claim ("Dispute") as provided in this Letter Agreement. If any of these provisions are determined to be invalid or unenforceable, the remaining provisions shall remain in effect and binding on the parties to the fullest extent permitted by law.

Any Dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the procedures in this Letter Agreement and the Commercial Arbitration Rules of the American Arbitration Association then in effect (the "Rules"), or such other rules and procedures as the parties may designate by mutual agreement. In the event of a conflict, the provisions of this Letter Agreement shall control.

The arbitration shall be conducted before a panel of three arbitrators, selected in accordance with the Rules. The arbitration shall take place in the City of New York, or in such other location as may be expressly agreed by the parties. Any issue concerning the extent to which any Dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of these procedures, including any contention that all or part of these procedures are invalid or unenforceable, shall be governed by the Federal Arbitration Act and be resolved by the arbitrators. No potential arbitrator shall be appointed unless he or she has agreed in writing to abide and be bound by these procedures.

The arbitration panel shall have no power to award non-monetary or equitable relief of any sort. It shall also have no power to award (a) damages inconsistent with any applicable agreement between the parties or (b) consequential, incidental, indirect, punitive or special damages (including loss of profits, data, business or goodwill) or any other damages not measured by the prevailing party's actual damages; and the parties expressly waive their right to obtain such damages in arbitration or in any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitration panel have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.

Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitration panel may disclose the existence, content or results of the arbitration only as provided in the Rules. Before making any such disclosure, a party shall give written notice to all other parties and shall afford such parties a reasonable opportunity to protect their interests.