

APPENDIX – 1

Section 8- Conflict Resolution Policy

The Connecticut Health Insurance Exchange d.b.a. Access Health CT, the Mohegan Tribe of Indians of Connecticut, and the Mashantucket Pequot Tribal Nation (hereinafter “the Parties”) hereby establish the following Conflict Resolution Policy with respect to the April 9, 2013 Consultation Agreement between the Parties. The Parties shall attempt to resolve any dispute arising out of or relating to the Consultation Agreement through negotiations between the Parties to discuss, negotiate and/or settle any conflicts that may arise during the course of the relationship between the Parties. To initiate these negotiations one or more representatives of the Parties will send a written Notice of Conflict/Request for Negotiation to the other Parties.

If the matter is not resolved by negotiation between representatives of the effected Parties within 60 days of receipt of the written Notice of Conflict/Request for Negotiation to the other Parties, the Parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (ADR) procedure, or through any existing medium as expressed elsewhere in this agreement where such venue would be appropriate for the conflicts to be resolved. If the matter has not been resolved by an ADR procedure within 60 days of the initiation of that procedure and all parties have not mutually agreed to extend the time for resolution, then the dispute may be referred to arbitration by any Party.

The Consultation Agreement shall be governed and controlled by the laws of the State of Connecticut or, only where an appropriate federal question is at issue, any federal law and procedures that may be applicable based on the subject matter of the dispute. Any controversy or claim arising out of or relating to the Consultation Agreement, its enforcement, arbitrability or interpretation shall be submitted to final and binding arbitration, to be held in Connecticut, under the rules of the American Arbitration Association. The arbitrator shall be selected by mutual agreement of the Parties. The arbitration shall be a confidential proceeding, closed to the general public. The arbitrator(s) shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator’s award is based. The Parties will share equally in payment of the arbitrator’s fees and arbitration expenses and any other costs unique to the arbitration hearing (recognizing that each party shall bear its own deposition, witness, expert and attorneys’ fees and other expenses to the same extent as if the matter were being heard in court).