



GLOBAL INTERMEDIATION

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Preamble

WHEREAS, Global InterMediation, LLC (“GI”):

- A. is committed to providing a neutral, independent, and impartial forum for the open discussion and amicable settlement of international commercial disputes without resorting to arbitration or litigation;
- B. fosters a mediation environment to promote mutual trust, respect, and cooperation between and amongst the parties;
- C. encourages parties to overcome any language, cultural, and/or ethnic differences;
- D. facilitates better communication and understanding of the parties’ respective interests; and
- E. assists the parties in exploring and finding creative solutions to reach an amicable settlement that is tailored to their individual needs.

NOW, THEREFORE, in consideration of the foregoing principles, GI has adopted the following rules and procedures (“Rules”) to assist the parties in reaching a fair and equitable settlement of their dispute.

1. Application of Rules

- 1.1. Except where the parties have previously stipulated to a different set of rules, these Rules shall apply to the mediation of all commercial disputes.
- 1.2. The parties and the Mediator may agree to vary all Rules relating to the conduct of the mediation.

2. Initiation of Mediation

- 2.1. Any party or parties to a dispute wishing to initiate mediation may do so by filing with GI a written request for mediation pursuant to these Rules, together with the appropriate filing fee. The initiating party shall simultaneously transmit one copy of such request to every other party to the dispute.
- 2.2. A request for mediation shall contain a brief statement of the nature of the dispute. It shall also set forth the contact information of all parties to the dispute and the counsel, if known, who will represent them in the mediation. The request for mediation shall indicate whether the parties to the dispute have consented to submit the matter to mediation, either as part of a previously executed mediation agreement, by stipulation, or otherwise, and shall include a copy of such documentation.
- 2.3. If all parties to the dispute have consented to the mediation, the case will be deemed submitted to GI.
- 2.4. If not all of the parties to the dispute have consented to the mediation, the initiating party may request GI to invite the non-consenting party or parties to

agree to mediate the dispute. Upon receipt of such a request, GI will contact the non-consenting party or parties and attempt to obtain an agreement to participate in mediation. If no agreement is reached to mediate the dispute, then the case is dismissed from GI's docket. If an agreement is reached to mediate the dispute, then the case will be deemed submitted to GI.

3. Appointment and Qualification of the Mediator

- 3.1. Upon acceptance of the case for mediation, a qualified neutral will be appointed to serve as the Mediator for the dispute, taking into account the parties' expressed preferences (if any), the nationalities of the parties, the language in which the mediation will be conducted, the place of the mediation, and any substantive expertise that may be required or helpful. Unless otherwise specified by the parties, a single Mediator will be appointed. Where appropriate, GI may recommend that the matter be mediated by co-Mediators.
- 3.2. A party may object to the Mediator appointed by delivering a written objection to GI and the other party or parties within seven (7) days of the receipt of the appointment. The objecting party shall state with particularity the reasons for its objection(s) and shall include any supporting documentation. GI may convene a joint conference of the parties to address the objection(s). Thereafter, GI may either appoint another Mediator or, in its sole discretion, decline to mediate the dispute.
- 3.3. Unless the parties otherwise agree in writing, no person shall serve as a Mediator in any dispute in which that person (or a member of his/her household) has any financial or personal interest in the result of the mediation. Prior to accepting an appointment, the prospective Mediator shall disclose to GI and the parties: (a) any financial or personal interest the Mediator (or a member of his/her household) has in the outcome of the mediation; (b) any matters that could be regarded as involving an apparent, potential, or actual conflict of interest in connection with the mediation; and/or (c) any other circumstances that may affect in any way the ability of the Mediator to be impartial and neutral. A member of the Mediator's household shall mean any individual whose principal residence is the same as the Mediator's principal residence, except that this term does not include an unrelated person who shares the same residence as the Mediator *provided* that the Mediator and unrelated person are financially independent of one another.
- 3.4. Upon receiving any information pursuant to subparagraph 3.3 above, the parties may either: (a) consent to the appointment of such Mediator by signing a written waiver; or (b) request that GI appoint another candidate to serve as the Mediator.

4. Representation

- 4.1. Any party may be represented by persons of the party's choice. Representation by counsel is not required. The contact information of all party representatives shall be communicated in writing to GI and to all other parties to the dispute.

- 4.2. Parties other than natural persons are expected to have present throughout the mediation an officer, partner, or other employee authorized to make decisions concerning the resolution of the dispute. The name and position of the corporate representative shall be communicated in writing to the Mediator and to all other parties to the dispute at least seven (7) days prior to the first mediation session.

5. Date, Time, and Place of the Mediation

- 5.1. The Mediator will fix the date and the time of each mediation session, after consultation with the parties.
- 5.2. The mediation will be held at a location convenient to the parties, or at such other place as the parties and the Mediator shall agree.

6. Mediation Briefs

- 6.1. The parties shall exchange a mediation brief setting forth at least the following information: (a) the procedural history and status of the case; (b) the factual background of the dispute; (c) the applicable jurisdiction and law governing the dispute; and (d) the issues that need to be resolved.
- 6.2. Such mediation brief shall be double-spaced and shall not exceed thirty (30) pages in length. The page limit may be varied by agreement of the parties and the Mediator.
- 6.3. The filing party may attach copies of documents or other exhibits, which it deems necessary or helpful to assist the Mediator in understanding the substance of the dispute. Such attachments or exhibits shall not count towards the page limitation.
- 6.4. Each party shall transmit one copy of the mediation brief each to GI, the Mediator, and the other parties. The filing party shall make appropriate delivery arrangements so that its mediation brief is received by the Mediator and the other parties at least ten (10) days prior to the first scheduled mediation session.
- 6.5. The Mediator may request any party to provide additional information or documents to supplement its mediation brief.

7. Confidential Settlement Statements

- 7.1. In addition to the mediation brief, each party is encouraged, but not required, to file a confidential settlement statement with the Mediator setting forth its position(s) with respect to the issue(s) to be resolved. Unless authorized by the filing party, the Mediator shall not disclose any information contained in such confidential settlement statement to the opposing party or parties.
- 7.2. Except as otherwise agreed to by the Mediator, the confidential settlement statement shall not exceed ten (10) pages.
- 7.3. The filing party shall transmit one copy of the confidential settlement statement each to GI and the Mediator and shall make appropriate delivery arrangements so

that its confidential settlement statement is received by GI and the Mediator at least three (3) days prior to the first scheduled mediation session.

8. Conduct of the Mediation and Authority of the Mediator

- 8.1. The Mediator may conduct the mediation in such a manner as he or she considers appropriate, taking into account the circumstances of the case, the wishes of the parties, and the need for a speedy settlement of the dispute.
- 8.2. The Mediator shall attempt to assist the parties in reaching an amicable and satisfactory settlement. The Mediator is authorized to conduct both joint and separate meetings or conferences with the parties, both before and during the mediation sessions. A party may request a private meeting or conference with the Mediator at any time. All such joint and separate meetings and conferences shall be considered part of the mediation or mediation proceedings for the purposes of these Rules.
- 8.3. Where appropriate, the Mediator may obtain one or more independent experts or translators; *provided* that the parties agree and have assumed the expenses of retaining such experts or translators. Arrangement for obtaining such experts or translators may be made by the parties or through GI. Any candidate proposed as an independent expert or translator shall be subject to the procedures set forth in Paragraph 3 above, including disclosure requirements and right of any party to make an objection.
- 8.4. A party may provide an interpreter at its own expense to assist in the mediation, *provided* that such interpreter shall be bound by these Rules, including without limitation the privacy and confidentiality provisions.
- 8.5. The Mediator does not have the authority to decide any disputed legal issues, to resolve any contested factual issues, or to impose a settlement on the parties. If requested, the Mediator may make oral or written recommendations concerning an appropriate resolution of the dispute.

9. Confidentiality and Privacy

- 9.1. Mediation sessions are private and confidential. Briefs, documents, and other materials submitted for the mediation shall be “without prejudice.”
- 9.2. No recording or stenographic transcription of any kind shall be made of any mediation session, including joint and separate meetings and conferences with the Mediator.
- 9.3. The Mediator and all parties to the mediation, including without limitation, their respective counsel, representatives, advisors, experts, witnesses, and other persons involved in the mediation (collectively “Related Persons”), shall not use, divulge, disseminate, or otherwise disclose to any outside person any communication, documents, or other information exchanged or used during the mediation. Prior to taking part in the mediation, the Mediator, each party, and all Related Persons shall execute a binding Statement of Understanding, the provisions of which shall

survive the termination of the mediation; *provided, however*, the Mediator may disclose any communication, documents, or information in the following limited circumstances:

- 9.3.1. All parties consent in writing to the disclosure.
- 9.3.2. The highest court in a competent jurisdiction issues or affirms a final order compelling the Mediator to make the disclosure.
- 9.3.3. Without necessarily assuming a duty to do so, the Mediator reasonably believes that there is a serious risk of harm to the life or safety of any natural person if the information in question is not disclosed.
- 9.3.4. The Mediator reasonably believes that there is a serious risk that he/she may be subject to criminal proceedings unless the information in question is disclosed.
- 9.4. Persons other than the parties and their representatives may attend only with the permission of the other parties and with the consent of the Mediator. All such persons shall sign and agree to be bound by the terms of the Statement of Understanding.
- 9.5. In any private communication with the Mediator (including information contained in the Confidential Settlement Statement), a party may instruct the Mediator not to disclose certain information or documents to the opposing party or parties. Upon receiving such instruction, the Mediator shall not disclose the designated information or documents to the other party or parties, unless the instructing party subsequently authorizes such disclosure.

10. Inadmissibility of Evidence

- 10.1. The Mediator will not be compelled to divulge any records relating to the mediation or to testify or give evidence in regard to the mediation in any adversary proceeding or judicial forum.
- 10.2. The parties will not rely upon, or introduce as evidence in any arbitral, judicial or other proceeding:
 - 10.2.1. views expressed or suggestions or offers made by another party or by the Mediator in the course of the mediation proceedings;
 - 10.2.2. admissions made by another party in the course of the mediation proceedings relating to the merits of the dispute; or
 - 10.2.3. the fact that another party had or had not indicated a willingness to accept a proposal for settlement made by another party or by the Mediator.
- 10.3. Testimony, documents, or other materials otherwise admissible in evidence in any arbitral, judicial, or other proceeding will not be rendered inadmissible by reason of their use in the mediation.

11. Termination of Mediation

- 11.1. The mediation shall be terminated by the execution of a settlement agreement by the parties or a written declaration by any party that the mediation is terminated.
- 11.2. The Mediator may terminate the mediation by signing a declaration stating that further efforts at mediation are no longer productive.
- 11.3. GI reserves the right to terminate the mediation for failure by any party to pay invoices when due.

12. Role of Mediator in Other Proceedings

- 12.1. The Mediator shall not act as an arbitrator or as a representative of, or counsel to, a party in any arbitral or judicial proceedings relating to the dispute that was the subject of the mediation.
- 12.2. If the parties are unable to reach an agreement on one or more outstanding issues and seek to have such issue(s) decided by arbitration, GI shall appoint another neutral to serve as the arbitrator.

13. Resort to Arbitral or Judicial Proceedings

- 13.1. Except as otherwise provided below, the parties undertake not to initiate, during the mediation, any arbitral or judicial proceedings in respect of a dispute that is the subject of the mediation.
- 13.2. A party may initiate arbitral or judicial proceedings when, in its opinion, such proceedings are either necessary to toll a limitations period, including a statute of limitations that may be applicable, or are necessary otherwise to preserve its rights in the event that the mediation is unsuccessful.

14. Interpretation and Application of the Rules

- 14.1. The Mediator will interpret and apply all Rules relating to the conduct of the mediation.
- 14.2. All other Rules will be interpreted and applied by GI.

15. Administrative Fees

- 15.1. Unless otherwise agreed by the parties to the mediation, all of GI's administrative fees and expenses and the Mediator's fees and expenses, will be paid for equally by the parties to the mediation. The parties shall be liable to GI for all such fees, costs, and expenses.
- 15.2. Upon the acceptance of the case for mediation, GI shall request the parties to pay a deposit in an amount likely to cover the administrative fees and expenses and the Mediator's fees and expenses. The mediation shall not proceed until payment of such deposit has been received by GI.

- 15.3. If, in the course of the mediation, it appears that the deposit is not likely to cover the total costs of the mediation, the amount of the deposit shall be increased, and GI shall invoice the parties for the applicable portion of the administrative and mediation fees, costs, and expenses. GI reserves the right to suspend the mediation until the corresponding payments have been made.
- 15.4. If one of the parties fails to make payment when required, another party may make the outstanding payment to avoid postponement or cancellation of the mediation.
- 15.5. Upon termination of the mediation, GI shall render an accounting and return any unexpended balance to the parties or require payment of any amount owing from the parties.
- 15.6. Unless otherwise agreed or provided by applicable law, each party shall bear its own fees, costs, and expenses incurred in connection with the mediation, regardless of the outcome of the mediation.

16. Exclusion of Liability, Release, and Indemnification

Neither GI, any Mediator, nor any of their respective partners, members, officers, directors, employees, representatives, and agents, shall be liable to any party for any act or omission alleged in connection with any mediation conducted under these Rules.

Schedule of Fees

Initial Filing Fee (non-refundable):

US\$500.

Mediator's Fee:

Hourly rate will vary, depending on the qualifications and experience of the Mediator. Rates for individual Mediators are available upon request.

Administrative Fees:

GI charges an additional thirty percent (30%) of the total fees of the Mediator to cover its costs.