

INTERNATIONAL MEDIATION RULES

1. Agreement of the Parties

Whenever parties have agreed in writing to mediate disputes under these International Mediation Rules or have provided for mediation or conciliation of existing or future international disputes under the auspices of the Triple A International Arbitration Services Ltd. (TAIAS), without designating particular Rules, they shall be deemed to have made these Rules, as amended and in effect as of the date of the submission of the dispute, a part of their agreement. The parties by mutual agreement may vary any part of these Rules including, but not limited to, agreeing to conduct the mediation via telephone or other electronic or technical means.

2. Initiation of Mediation

- 2.1. Any party or parties to a dispute may initiate mediation under the TAIAS's auspices by making a request for mediation to any TAIAS or AAA office or case management centre via telephone, email, regular mail, or fax. Requests for mediation may also be filed online via TAIAS WebFile at www.TAIAS.org.
- 2.2. The party initiating the mediation shall simultaneously notify the other party or parties of the request. The initiating party shall provide the following information to the TAIAS and the other party or parties as applicable:
 - a) a copy of the mediation provision of the parties' contract or the parties' stipulation to mediate;
 - b) the names, regular mail addresses, email addresses, and telephone numbers of all parties to the dispute and representatives, if any, in the mediation;
 - c) a brief statement of the nature of the dispute and the relief requested;
 - d) any specific qualifications the mediator may possess.
- 2.3. Where there is no pre-existing stipulation or contract by which the parties have provided for mediation of existing or future disputes under the auspices of the TAIAS, a party may request the TAIAS to invite another party to participate in "mediation by voluntary submission." Upon receipt of such

a request, the TAIAS will contact the other party or parties involved in the dispute and attempt to obtain a submission to mediation.

3. Representation

Subject to any applicable law, any party may be represented by persons of the party's choice. The names and addresses of such persons shall be communicated in writing to all parties and to the TAIAS.

4. Appointment of the Mediator

If the parties have not agreed to the appointment of a mediator and have not provided any other method of appointment, the mediator shall be appointed in the following manner:

Upon receipt of a request for mediation, the TAIAS will send to each party information about appointed mediator(s) from the TAIAS's Panel of Mediators. Such appointment will be done by Administrator. Each Party may file the challenge to the appointed mediator to the Administrator via WebFile: www.TAIAS.org or the e-mail challenge@TAIAS.org. Such challenge shall state:

- a) Assigned case index.
- b) Name of the case.
- c) Name of the challenging party.
- d) The assigned index of the filing party.
- e) The name(s) and index(es) of the challenged arbitrator(s).
- f) The description of challenge (for example, impartiality, conflict of interests, incorrect actions or statements of mediator etc.).
- g) The facts supporting such challenge.
- h) When and how such facts became known to the challenging party.
- i) The copies of the supporting documents which are notarized and apostilled.
- j) The supporting written statements made under penalty of perjury where the signature and the statement shall be notarized and apostilled.

The challenge may be filed not later than:

- In 15 days after the receipt of the notice of the appointment of mediator, or
- In three (3) business days after the moment when the facts supporting the challenge become known to the challenging party.

The Administrator shall not later than in three business days respond by the notice to the parties. Such notice will state the timing of the ruling on the challenge. If the

dispute resolution procedures will be suspended until such ruling, the notice shall specifically state so. Also such notice may include:

- the questions to the challenging party,
- the questions to the other parties,
- the request to the challenging party for additional documents and statements,
- the request to the other parties for the documents and statements,
- request for the interview to the challenging party and the other parties (by the video conferences or the face-to-face).

5. Mediator's Impartiality and Duty to Disclose

- 5.1. TAIAS mediators are required to abide by the Model Standards of Conduct for Mediators in effect at the time a mediator is appointed to a case. Where there is a conflict between the Model Standards and any provision of these Mediation Rules, these Mediation Rules shall govern. The Standards require mediators to (i) decline a mediation if the mediator cannot conduct it in an impartial manner, and (ii) disclose, as soon as practicable, all actual and potential conflicts of interest that are reasonably known to the mediator and could reasonably be seen as raising a question about the mediator's impartiality.
- 5.2. Prior to accepting an appointment, TAIAS mediators are required to make a reasonable inquiry to determine whether there are any facts that a reasonable individual would consider likely to create a potential or actual conflict of interest for the mediator. TAIAS mediators are required to disclose any circumstance likely to create a presumption of bias or prevent a resolution of the parties' dispute within the time frame desired by the parties. Upon receipt of such disclosures, the TAIAS shall immediately communicate the disclosures to the parties for their comments.
- 5.3. The parties may, upon receiving disclosure of actual or potential conflicts of interest of the mediator, waive such conflicts and proceed with the mediation. In the event that a party disagrees as to whether the mediator shall serve, or in the event that the mediator's conflict of interest might reasonably be viewed as undermining the integrity of the mediation, the mediator shall be replaced.

6. Vacancies

If any mediator shall become unwilling or unable to serve, the TAIAS will appoint another mediator.

7. Duties and Responsibilities of the Mediator

- 7.1. The mediator shall conduct the mediation based on the principle of party self-determination. Self-determination is the act of coming to a voluntary, un-coerced decision in which each party makes free and informed choices as to process and outcome.
- 7.2. The mediator is authorized to conduct separate or ex parte meetings and other communications with the parties and/or their representatives, before, during, and after any scheduled mediation conference. Such communications may be conducted via telephone, in writing, via email, online, in person, or otherwise.
- 7.3. The parties are encouraged to exchange all documents pertinent to the relief requested. The mediator may request the exchange of memoranda on issues, including the underlying interests and the history of the parties' negotiations. Information that a party wishes to keep confidential may be sent to the mediator, as necessary, in a separate communication with the mediator.
- 7.4. The mediator does not have the authority to impose a settlement on the parties but will attempt to help them reach a satisfactory resolution of their dispute. Subject to the discretion of the mediator, the mediator may make oral or written recommendations for settlement to a party privately or, if the parties agree, to all parties jointly.
- 7.5. In the event that a complete settlement of all or some issues in dispute is not achieved within the scheduled mediation conference(s), the mediator may continue to communicate with the parties for a period of time in an ongoing effort to facilitate a complete settlement.
- 7.6. The mediator is not a legal representative of any party and has no fiduciary duty to any party.

8. Responsibilities of the Parties

- 8.1. The parties shall ensure that appropriate representatives of each party having authority to consummate a settlement attend the mediation conference.
- 8.2. Prior to and during the scheduled mediation conference(s), the parties and their representatives shall, as appropriate to each party's circumstances, exercise their best efforts to prepare for and engage in a meaningful and productive mediation.

9. Privacy

Mediation conferences and related mediation communications are private proceedings. The parties and their representatives may attend mediation conferences. Other persons may attend only with the permission of the parties and with the consent of the mediator.

10. Confidentiality

10.1. Subject to applicable law or the parties' agreement, confidential information disclosed to a mediator by the parties or by other participants (witnesses) in the course of the mediation shall not be divulged by the mediator. The mediator shall maintain the confidentiality of all information obtained in the mediation, and all records, reports, or other documents received by a mediator while serving in that capacity shall be confidential.

10.2. The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum.

10.3. The parties shall maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitral, judicial, or other proceeding the following, unless agreed to by the parties or required by applicable law:

- a) views expressed or suggestions made by a party or other participant with respect to a possible settlement of the dispute;
- b) admissions made by a party or other participant in the course of the mediation proceedings;
- c) proposals made or views expressed by the mediator; or
- d) the fact that a party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

11. No Stenographic Record

There shall be no stenographic record of the mediation process.

12. Termination of Mediation

The mediation shall be terminated:

- a) by the execution of a settlement agreement by the parties; or

- b) by a written or verbal declaration of the mediator to the effect that further efforts at mediation would not contribute to a resolution of the parties' dispute; or
- c) by a written or verbal declaration of all parties to the effect that the mediation proceedings are terminated; or
- d) when there has been no communication between the mediator and any party or party's representative for 21 days following the conclusion of the mediation conference.

13. Exclusion of Liability

Neither the TAIAS nor any mediator is a necessary party in judicial proceedings relating to the mediation. Neither the TAIAS nor any mediator shall be liable to any party for any error, act, or omission in connection with any mediation conducted under these Rules. By the accepting the TAIAS mediation the party agreed to all provisions of this Rules including this provision.

14. Interpretation and Application of Rules

The mediator shall interpret and apply these Rules insofar as they relate to the mediator's duties and responsibilities. All other Rules shall be interpreted and applied by the TAIAS.

15. Deposits

Unless otherwise directed by the mediator, the TAIAS will require the parties to deposit in advance of the mediation conference such sums of money as it, in consultation with the mediator, deems necessary to cover the costs and expenses of the mediation and shall render an accounting to the parties and return any unexpended balance at the conclusion of the mediation.

16. Expenses

All expenses of the mediation, including required travel and other expenses or charges of the mediator, shall be borne equally by the parties unless they agree otherwise. The expenses of participants for either side shall be paid by the party requesting the attendance of such participants.

17. Cost of Mediation

FOR THE CURRENT ADMINISTRATIVE FEE SCHEDULE, PLEASE VISIT www.TAIAS.org/internationalfeeschedule.

18. Language of Mediation

If the parties have not agreed otherwise, the language(s) of the mediation shall be that of the documents containing the mediation agreement.

19. Action of the Administrator

If the parties have not agreed otherwise, the language(s) of the mediation shall be that of the documents containing the mediation agreement.