

ARBITRATION PROCESS

ARBITRATION is a structured adversarial binding form of ADR, utilizing split screen video conferencing from desktop computers (unless other secured Internet Means of communications are agreed upon) in accordance with the following procedures:

1. The Complainant by email, fax, telephone, certified or registered mail, or accessing the Web Page of **GlobalMedArb (GMA)**, notifies the latter of its intent to undertake **Arbitration** of a pending dispute under a commercial agreement.

2. A Case Officer, appointed to the matter, immediately assigns a number to the dispute and sends an Initiating Arbitration Form to the Complainant by secured Internet Means (with instructions for replying through the Internet or by expedited certified or registered mail), requesting among other things: (a) name, address, telephone and fax number, and email address; (b) name, address, telephone and fax number, and email address (if known) of the adverse party(ies) to the commercial agreement; (c) a copy of the commercial agreement with the ADR clause designating **GMA** as the **Arbitration** provider; (d) the position of the Complainant regarding the dispute; and (e) the **Arbitration** filing fee in U.S. dollars, as set forth on **GMA**'s, web page, or the equivalent in Euros, by debit card, bank transfer, or certified or cashiers check, letter of credit or bank guarantee sent by expedited certified or registered mail to **GMA**'s designated accounting address.

3. Upon receipt of the foregoing, the Case Officer will notify all named Respondents by secured Internet Means or (if the email address is unknown) by certified or registered mail (with instructions for replying by secured Internet Means or expedited certified or registered mail) that a request for **Arbitration** under a specified commercial agreement has been submitted by the Complainant, together with a Responding Form (with instructions for replying by secured Internet Means or expedited certified or registered mail), requesting among other things: (a) that party's name, address, telephone and fax number, and email address; (b) a copy of the commercial agreement with the ADR clause designating **GMA** as the **Arbitration** provider; (c) the Respondent(s)'s position regarding the dispute; (d) **GMA**'s prescribed response filing fee by debit card, bank transfer, certified or cashiers check, or letter of credit or bank guarantee sent by expedited certified or registered mail to **GMA**'s designated accounting address; and (e) the intent to participate in the Arbitration procedure.

4. Upon receipt of the material described in Paragraph 3 from at least one Respondent, the Case Officer will by secured Internet Means notify the participants of the necessity, depending upon the terms of the ADR clause in their commercial agreement, for the appointment within fourteen days of a mutually agreeable single Arbitrator or party appointed Arbitrators. In the latter situation, the party appointed Arbitrators shall then mutually agree upon the selection of a presiding Arbitrator and any additional Arbitrators that may be required, within an additional fourteen days after their appointment. The Case Officer shall be immediately notified of such appointments. Should the participants fail to agree upon the appointment of a single Arbitrator or the party appointed Arbitrators fail to agree upon the selection of a presiding Arbitrator and/or any additional neutral Arbitrators within the required time period, the Case Officer shall make such selection provided that the selected single or additional neutral Arbitrator(s) may not be a national of the same country as any of the parties to the **Arbitration**. In the event that any participant fails to select a party appointed Arbitrator within the required time period, where reasonably possible the Case Office will select an Arbitrator with the same nationality as the party who failed to make such appointment.

5. Each Arbitrator shall determine his or her own fees (both on a half day basis of four hours or less and a full day basis of more than four hours in any twenty-four hour period), with notification thereof to the Case Officer. Each participant shall be liable for the fees of any party appointed Arbitrator selected by or for them and for a pro rata share of the fees of a single Arbitrator or the presiding Arbitrator. All arbitral fees shall be periodically paid in advance, following notice by the Case Officer, to **GMA**'s accounting address. The Case Officer shall be responsible for satisfying all fees owing to the Arbitrator(s) from the foregoing payments. Once an Arbitrator is appointed, he or she may not be removed except for reasons set forth under prevailing law. Upon request by any participant, the Case Officer shall supply a list of recognized experience Arbitrators with knowledge of the subject matter involving the dispute.

6. Following all Arbitral selections, the Case Officer shall upon request notify the participants and Arbitrators of the appointment of a Technical Officer or Officers to assist the requesting party in utilizing any necessary technical equipment, at the latter's expense and in accordance with **GMA**'s fee schedule appearing on its web page. At any time, for any reason, the parties may mutually request replacement of the Technical or Case Officer. In the event that the participants or any of the witnesses speak different first languages, the sole or presiding Arbitrator may appoint a simultaneous translator or translators at an additional cost to all of the parties unless they should mutually object.

7. In the event any party, bound by the ADR provision of the commercial agreement, fails to participate in the **Arbitration** process, the proceeding shall continue, provided the participating party or parties advance the prescribed fees required from the non-participating party in the manner previously provided. At all times, the participating party(ies) shall retain the burden of proving its or their position to the Arbitrator or **Arbitration** Panel.

8. The sole or presiding Arbitrator shall commence the proceeding within the boundaries of a nation that has ratified the New York Convention by determining from the participants, agreeable times for conducting the hearing. The hearing shall proceed to its conclusion under the UNCITRAL **Arbitration** Rules, as modified by the **Arbitration** Rules of GMA. Unless mutually objected to by any of the participants, the provisions of the U.N. Convention for the International Sale of Goods and the most recently published Rules of Evidence of the International Bar Association shall govern the proceeding. All written evidence shall be presented to the Arbitrator(s) and other participants through secured Internet Means. Other evidence shall be provided by equally secured communications determined by the Arbitrator(s).

9. Any postponements of the proceedings without reasonable cause and not previously provided for, shall require the payment of the amount prescribed in **GMA's** web page, by the participant causing such delay, by means previously described to **GMA's** accounting address.

10. Upon completion of the Arbitral hearing, the parties shall be notified of the decision of the Arbitrator(s) by secured Internet Means, confirmed by a signed written decision submitted to the parties by expedited certified or registered mail.

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