

EARLY NEUTRAL EVALUATION PROCESS

EARLY NEUTRAL EVALUATION is the most expeditious, inexpensive, and informal means of non-binding ADR, utilizing secured means for data transfer over the Internet, in accordance with the following procedures:

1. The Initiating Party, by email, fax, telephone, certified or registered mail, or accessing the Web Page of GlobalMedArb (GMA), notifies the latter of its intent to undertake **ENE** of an incipient dispute, in accordance with the provision contained in their commercial agreement.

2. A Case Officer, appointed to the matter, immediately assigns a number to the dispute and sends a preliminary **ENE** form by email to the Initiating Party (with instructions for replying through the Internet or by expedited certified or registered mail), requesting among other things: (a) name, address, telephone number, fax number and email address; (b) name, address, telephone and fax number, and email address (if known) of the other party(ies) to the dispute; (c) a copy of the commercial agreement containing the **ENE** clause designating **GMA** as the dispute resolution provider; (d) the position of the Initiating Party regarding the incipient dispute; and (e) **GMA**'s prescribed initial **ENE** filing fee (set forth in the web site of **GMA**) in U.S. dollars or the equivalent in Euros, by debit card, bank transfer, or certified or cashiers check sent by expedited mail to **GMA**'s designated accounting address.

3. Upon receipt of the foregoing, the Case Officer notifies all named adverse party(ies) by secured Internet Means or (if the email address is unknown) by certified or registered mail that a request for **ENE** under the specified commercial agreement has been submitted by the Initiating Party, together with a Responding **ENE** Form (with instructions for replying by email or other secured Internet Means or by expedited certified or registered mail), requesting among other things that party's (a) name, address, telephone number, fax number and email address; (b) a copy of the commercial agreement with the **ENE** clause designating **GMA** as the **ODR** provider; (c) the responding party's position regarding the incipient dispute; (d) the prescribed response fee set forth on **GMA**'s web site by debit card, bank transfer, or certified or cashiers check sent by expedited certified or expedited mail to **GMA**'s designated accounting address; and (e) the intent to participate in the **ENE** procedure.

4. Upon receipt of the material described in Paragraph 3 from at least one adverse party, the Case Officer will by email or other secured Internet Means notify the participants of the appointment of a Neutral Evaluator with an abbreviated biography. Within forty-eight hours of receipt of notice, any participant shall have the option to object in writing (without cause) by email, fax or certified or registered express mail to such appointment, generating immediate replacement of the Neutral Evaluator.

5. Should none of the adverse parties respond to the Case Officer's notification within thirty days, the Initiating Party shall be advised and 50% of the initial filing fee returned thereto.

6. If no objection to the appointment of a Neutral Evaluator is received within the required forty-eight hour time period, the Case Officer will provide the Neutral Evaluator with all of the information submitted by the participants and appoint a Technical Officer (if requested by any of the parties) at the additional prescribed fee, to assist them in the use of any necessary technical equipment. At any time and for any reason, the parties may mutually request removal of the Case or Technical Officer, resulting in his or her immediate replacement.

7. The Neutral Evaluator shall have three days after receipt of the information from the participants regarding their position to submit his or her opinion. Within the interim, the Neutral Evaluator may contact the participants by confidential means, requesting answers to specific questions or additional information to aid in rendering an opinion. Within the three day time period (unless extended by agreement of all of the participants), the Neutral Evaluator shall by confidential means provide the disputants with his or her opinion regarding the incipient dispute.

8. The opinion of the Neutral Evaluator, shall briefly state either that: (a) the dispute between the parties appears to be resolvable by their continuing to negotiate the matter themselves; (b) the dispute is resolvable through **Mediation** under the rules of **GMA** with the Neutral Evaluator or some other individual or individuals, if preferred, serving as the Mediator; or (c) the positions of the parties are so far apart in settling the dispute, they should proceed directly to arbitration or litigation.

9. Within seven days of receipt of the Neutral Evaluator's opinion to the effect that the parties should be able to settle their dispute under (a) or (b) above, by mutual agreement and the payment in advance of the prescribed ENE proposed settlement fee, submitted as previously stated, the parties may request that the Neutral Evaluator tender a confidential detailed suggestion of terms for settlement.

10. For a period of ten days following an initial request for **ENE**, no party to the pertinent commercial agreement may proceed in an action for litigation or any other form of ADR.

11. The Neutral Evaluator shall hold in the strictest confidence any information received during the proceeding and may not testify in any subsequent judicial or **Arbitration** proceeding without the mutual consent of the parties, unless under Court order to do so.

12. The procedures for ENE shall be governed by the rules for **Early Neutral Evaluation** contained in **GMA's** web site.