

MEDIATION PROCESS

MEDIATION is a popular and historic non-binding method of ADR, conducted by GlobalMedArb (GMA) through use of private closed circuit telephonic communications, unless otherwise agreed, in accordance with the following procedures:

1. The Initiating Party, by email, fax, telephone, certified or registered mail notifies **GMA**, of its intent to undertake **Mediation** 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 a Mediation Commencement Form by secured Internet Means 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 with the ADR clause designating **GMA** as the **ODR** provider; (d) the position of the Initiating Party regarding the dispute; and (e) **GMA**'s prescribed initial **Mediation** filing fee in U.S. dollars or the equivalent in Euros, by debit card, bank transfer, or certified or cashiers check 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 adverse party(ies) by secured Internet Means or certified or registered mail (with instructions for replying by secured Internet Means or expedited certified or registered mail), that a request for **Mediation** under a specified commercial agreement has been submitted by the Initiating Party, together with a Responding Form (with instructions for replying by secured Internet Means or 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 ADR clause designating **GMA** as the **ODR** provider; (c) the responding party's position regarding the dispute; (d) the **Mediation** response fee in U.S. dollars or the equivalent in Euros, 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 **Mediation** proceeding.

4. Upon receipt of the material described in Paragraph 3 from at least one adverse party, the Case Officer will by telephone or secured Internet Means notify the participants of the appointment of a Mediator (or Mediators if more than one is requested), with an abbreviated biography(ies) thereof together with the option by any participant to request without cause (by secured Internet Means or expedited certified or registered express mail) removal of any Mediator(s) at any time during the procedure, generating immediate replacement.

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 Mediation filing fee returned thereto.

6. If no objection to any initial Mediator appointment is received from any party within seven days, the Case Officer will provide the Mediator(s) with notice of formal appointment and all of the information submitted by the participants. At the same time the Case Officer shall notify the participants (upon request by any of them) of the appointment of a Technical Officer to assist in the utilization of any necessary technical equipment at the requesting party's expense. At any time, for any reason, the parties may request replacement of the Technical or Case Officer. In the event that the parties speak different first languages, the Mediator(s) may appoint upon request a simultaneous translator at an increased administrative expense, unless the parties object.

7. The Mediator(s) shall then concurrently contact the parties through a confidential closed circuit conferencing call (via telephone or via GMA's easy to use, browser based, video conferencing platform), unless the parties agree upon another form of communications, requesting mutually agreeable times for participation in the **Mediation** proceedings. At the same time the Mediator(s) shall ask each participant to present its position (while the audio line is open to the other party(s)) and then subsequently speak to each party separately to determine how the dispute may be mutually resolved. The Mediator(s) during the proceeding may not utilize any form of recording device or transcript but may take notes.

8. The Mediator will receive for their services the specified sum contained on the web page of **GMA**. The Mediator(s) shall be paid periodically by the Case Officer who will charge the parties their pro rata share in advance for projected services and telecommunication or similar fees, with payment by means previously described to **GMA**'s accounting address. Unless extended by mutual agreement of all of the participants, the **Mediation** shall be automatically terminated at the end of thirty days from the date of the first conference call or similar communication. Any unauthorized postponement of the proceedings without reasonable cause and not previously provided for, shall require the payment of the administrative amount prescribed in **GMA**'s fee schedule by the party causing such delay.

9. Prior to commencement of the **Mediation** proceeding, the Mediator(s) shall sign a statement to the effect that he or she shall hold confidential any information received during the proceeding and will not testify in any subsequent judicial or ADR process without the mutual consent of the parties unless under Court order to do so. The proceeding will then continue to its conclusion under the **Mediation** Rules of the United Nations Commission on International Trade Law (UNCITRAL), as modified by the **Supplemental Mediator** Rules of **GMA**.

10. At the conclusion of the **Mediation** proceeding, the Mediator(s) shall notify all of the participants through a confidential conference call of either, (a) the terms of an agreement tentatively reached by the participants of specific issues resolving the dispute, followed by secured submission of such terms in writing with requested executed return by expedited certified or registered mail or (b) the failure to resolve the dispute within the required time period, leaving the parties free to determine whether to proceed to **Arbitration**, litigation or another form of ADR. Should the participants reach agreement under (a) above, unless there be mutual objection, the terms thereof shall be specifically subject to the U.N. Convention for the International Sale of Goods. At the same time the Case Officer shall remit any excess amounts received during the **Mediation** proceeding to the parties.

11. If upon resolution of the dispute the participants mutually request that the determination be entered as an Arbitration decision (in order that the decision may be enforced by the courts of any nation adhering to the New York Convention or any similar multilateral treaty), the Mediator(s) shall immediately convert the matter into an **Arbitration** proceeding and issue an Arbitral decision in accordance with the terms of that Convention.

The logo for GlobalMedArb features the text "GlobalMedArb" in a bold, sans-serif font, centered within a stylized, light-colored circular emblem that resembles a globe or a leaf. The emblem is composed of several curved lines that create a sense of depth and movement.

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