

## WEVAAD'S CONCILIATION RULES

### **Article 1: Scope**

1. Where the Parties have agreed that any disputes between them, whether contractual or not, shall be referred to conciliation at WeVaad, then the said disputes shall be conciliated in accordance with these rules ("**Rules**"), or such amended rules, as applicable on the date of filing a request for conciliation. Parties may modify these Rules on a case to case basis, subject to WeVaad's prior approval in this regard.
2. For the purpose of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice is received. If the last day of such period is an official holiday or non-business day at the residence or place of business of the addressees, the period is extended until the first business day that follows. Official holidays or non-business days occurring during the running of the period of time are included in calculating the period.

### **Article 2: Conciliation Notice**

3. Any party which wishes to resolve its dispute through conciliation with WeVaad, may apply to WeVaad. The application form is available at [www.wevaad.com](http://www.wevaad.com) after signing up. The said application shall be accompanied by all supporting documents and payment of the appropriate application fee specified on the WeVaad website. WeVaad shall not proceed with processing the same until the specified payment has been received. The application fee is not refundable.
4. WeVaad shall send a notice to conciliate along with a copy of the said application ("**Conciliation Notice**") to the opposite party/parties and the Conciliator by e-mail, WhatsApp and/or courier within 1 business day of receipt of the application. The other parties are required to confirm their acceptance to conciliate the dispute within 5 business days of receipt of the Conciliation Notice.
5. In an event that the other parties do not accept the invitation to initiate conciliation under these Rules within 5 business days of receipt of the Conciliation Notice, a reminder shall be sent to the other party/parties to either accept or reject the invitation to initiate conciliation. ("**Second Notice**") In case no response is received within 7

business days of the receipt of the Second Notice, there shall be no conciliation under these Rules. In the said confirmation, the opposite parties may propose 3 Conciliators.

### **Article 3: Conciliator Appointment**

6. Taking parties' suggestions into account, WeVaad shall appoint a Conciliator either from the suggested Conciliators or from the panel of Conciliators maintained by WeVaad. The conciliation shall be conducted in accordance with these Rules. In making the said appointment, WeVaad shall have due regard to any agreement in writing between the parties as to the criteria/qualifications of a Conciliator, such as language skills, conciliation experience or subject-matter expertise. The said Conciliator shall provide a statement confirming that there is no conflict of interest with his appointment as a Conciliator in that specific case.
  
7. A sole Conciliator will be appointed, unless otherwise agreed by the parties or unless WeVaad thinks it appropriate to appoint additional Conciliators in light of the facts and circumstances of the case.

### **Article 4: Conflict of interest**

8. The Conciliator shall inform WeVaad and all parties at the earliest possible time, whether before or during the process, of any perceived conflict of interest and shall withdraw, unless the parties explicitly consent to continuation of the Conciliation despite the said conflict.
  
9. In the event that a Conciliator has to be replaced during the course of the Conciliation, a substitute Conciliator shall be selected or appointed pursuant to the procedure provided above.

### **Article 5: Conciliation Introduction Call**

10. Upon confirmation by the opposite parties to conciliate the disputes with WeVaad, a manager may be appointed to provide administrative support to the parties to conduct the Conciliation.

11. Additionally, a Conciliation Introduction Call shall be scheduled within 3 days of the acceptance of the Conciliation Notice by the opposite party/parties.
12. At the said introduction call, WeVaad shall explain the procedure of conciliation to the parties, including, but not limited to, (i) voluntary nature of proceedings; (ii) confidentiality; (iii) details and role of the Conciliator; (iv) settlement agreement and its enforcement under law; and (v) convenient dates for scheduling the next meeting between the Parties.

#### **Article 6: Conducting Conciliation**

13. Upon payment of fees by the Parties, first conciliation meeting shall be scheduled within a period of 4 days. The Conciliator shall conduct conciliation in such manner as the Conciliator considers appropriate, taking into account the circumstances of the case, the wishes of the parties and the need to avoid unnecessary delays.
14. Meetings shall be held electronically i.e. by videoconference, or other means as the Parties and the Conciliator may decide. The Conciliator may communicate with the parties together or with any party separately, with or without its representatives.
15. A party may be assisted by any person(s), including an advocate, it chooses and must keep WeVaad, the Conciliator and other party informed of the names, contact details and roles of such persons and of any changes that may occur during the Conciliation.
16. Throughout the Conciliation, the Parties and their representatives shall act in good faith and shall use their best efforts to co-operate with each other and with the Conciliator to resolve the dispute and enable the conciliation to proceed smoothly.
17. At the request of the Conciliator, the parties may make submissions of statements or any other document that they may want to rely upon. A copy of any such statement or document provided by any party to the Conciliator needs to be provided to the other party/parties.
18. The Conciliator shall assist the parties in an independent and impartial manner to enable them to reach an amicable settlement of their disputes. The Conciliator may suggest

proposals for settlement to the parties which need not be in writing. The same is not binding on the parties.

19. The Conciliator shall disclose factual information concerning the dispute, received from the first party, to the second party to enable the said party to provide an explanation to the same. However, in case any information has been disclosed by a party with a request to the Conciliator to keep the same confidential, the same shall not be disclosed to the other party/parties.

#### **Article 7: Confidentiality**

20. Unless required by law or otherwise agreed between the parties to the conciliation in writing:
  - a. WeVaad, including its employees, the parties, their representatives, and the Conciliator shall keep confidential all information, whether given orally, in writing or otherwise, produced for, or arising out of or in connection with the conciliation, including the fact that the conciliation is taking, or has taken, place;
  - b. existence and content of any settlement agreement shall be kept confidential except to the extent that disclosure is necessary for in accordance with law;
  - c. No party shall record the discussion at the proceedings either in video or in writing; and
  - d. Each party shall destroy all documents/information in relation to the conciliation post conclusion of the conciliation.
21. The parties and the Conciliator shall not rely on or introduce the following as evidence in any judicial or quasi-judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the conciliation.
  - a. admissions, denials, views expressed or suggestions made by a Party (ies) in respect of a fact or possible settlement of the dispute; and
  - b. the fact that a Party has indicated his willingness to accept a proposal for settlement made by the Conciliator.

#### **Article 8: Termination of the Conciliation**

22. The Conciliation shall end:

- a. Upon non conclusion of the conciliation proceedings within 30 days of reference of the dispute for conciliation to WeVaad, unless otherwise extended by the Conciliator, upon a request of the parties for an extension; or
- b. upon the signing by the parties of a written settlement agreement, which shall be authenticated by the Conciliator. Such an agreement is enforceable under Section 74 of the Arbitration and Conciliation Act, 1996; or
- c. upon the Conciliator, after consultation with the parties, informing them that it is terminated as in the Conciliator's opinion further attempts at securing an agreed outcome through Conciliation are no longer appropriate or practically achievable; or
- d. upon written notification by any party that the conciliation is terminated. No reasons need be stated in any such notice.

#### **Article 9: Fees**

23. Unless otherwise agreed by the parties, each party shall bear its own costs and expenses of the conciliation. The costs for conciliation shall be informed to the parties before the Conciliation Introduction Call and shall be paid by the Parties within 2 days of the Conciliation Introduction Call.
  - a. The parties collectively shall bear any additional costs incurred during the conciliation, including but not limited to fees and expenses of any independent witness or expert who attends the conciliation at the request of the Conciliator and with the consent of the parties;
  - b. The Conciliator may at any time during the conciliation require the parties to make deposits with WeVaad to cover any anticipated fees or expenses related to the Conciliation and may suspend the Conciliation until such deposit is paid. Any surplus funds deposited shall be returned to the parties in proportion to their payments at the conclusion of the conciliation.

#### **Article 10: Language**

24. Subject to an agreement by the parties, the Conciliator shall determine the language or languages to be used at the first meeting. In case no such determination is made, English shall be the preferred language of the process.

#### **Article 11: Exclusion of liability**

25. Parties, together and individually, release, discharge and indemnify Conciliators, members of the WeVaad, its agents and employees, from liability which may be alleged to arise in connection with, or to result from, or to in any way relate to the exercise of any of their functions, duties or powers during Conciliation. The parties waive, to the fullest extent permitted under the applicable law, any claim against WeVaad including its employees, and any person appointed by the Conciliator based on any act or omission in connection with the Conciliation.
  
26. No communication made during the course of the Conciliation shall be relied upon to found or maintain any action for defamation, libel, slander or any related complaint.

**NOTE:**

WeVaad keeps these Rules under constant review. Any comments and suggestions for updates and improvements can be sent by email to [contact@wevaad.com](mailto:contact@wevaad.com).