

WEVAAD'S MEDIATION RULES

Article 1: Scope

1. Where the Parties have agreed that any disputes between them, whether contractual or not, shall be referred to mediation at WeVaad, then the said disputes shall be mediated in accordance with these rules (“**Rules**”), or such amended rules, as applicable on the date of filing a request for mediation. 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: Mediation Notice

3. Any party which wishes to resolve its dispute through mediation with WeVaad, may apply to WeVaad, as available on www.wevaad.com. The application form is available at www.wevaad.com after signing up. The said application shall be accompanied by 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 mediate along with a copy of the said application (“**Mediation Notice**”) to the Opposite Party/Parties and the Mediator 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 mediate the dispute within 5 business days of receipt of the Mediation Notice.
5. In an event that the other parties do not accept the invitation to initiate mediation under these Rules within 5 business days of receipt of the Mediation Notice, a reminder shall be sent to the other party/parties to either accept or reject the invitation to initiate mediation. (“**Second Notice**”) In case no response is received within 7 business days

of the receipt of the Second Notice, there shall be no mediation under these Rules. In the said confirmation, the opposite parties may propose 3 Mediators.

Article 3: Mediator Appointment

6. Taking parties' suggestions into account, WeVaad shall appoint a mediator either from the suggested mediators or from the panel of mediators maintained by WeVaad who shall conduct mediation 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/qualification required of the Mediator, such as language skills, mediation experience or subject-matter expertise. The said Mediator shall provide a statement confirming that there is no conflict of interest with his appointment as a Mediator in that specific case.

7. A sole Mediator will be appointed, unless otherwise agreed by the parties or unless WeVaad thinks it appropriate to appoint additional Mediators in light of the facts and circumstances of the case.

Article 4: Conflict of interest

8. The Mediator 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 mediation despite the said conflict.

9. In the event that a Mediator has to be replaced during the course of the mediation, a substitute Mediator shall be selected or appointed pursuant to the procedure provided above.

Article 5: Mediation Introduction Call

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

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

Article 6: Conducting mediation

13. Upon payment of fees by the parties, first Mediation Meeting shall be scheduled within 4 days. The Mediator shall conduct the mediation in such manner as the Mediator 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, by videoconference, or other means as the Parties and the Mediator may decide. The Mediator 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 Mediator and other party informed of the names, contact details and roles of such persons and of any changes that may occur during the mediation.
16. Throughout the mediation, 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 Mediator to resolve the dispute and enable the mediation to proceed smoothly.
17. At the request of the Mediator, 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 Mediator needs to be provided to the other party/parties.
18. The Mediator shall assist the parties in an independent and impartial manner to enable them to reach an amicable settlement of their disputes. The Mediator may suggest

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

19. The Mediator 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 Mediator 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 mediation in writing:
 - a. WeVaad, including its employees, the parties, their representatives, and the Mediator shall keep confidential all information, whether given orally, in writing or otherwise, produced for, or arising out of or in connection with the mediation, including the fact that the mediation 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 mediation post conclusion of the mediation.
21. The parties and the Mediator 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 mediation.
 - 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 Mediator.

Article 8: Termination of the mediation

22. The mediation shall end:

- a. Upon non conclusion of the mediation proceedings within 30 days of reference of the dispute for mediation to WeVaad, unless otherwise extended by the Mediator, upon a request of the parties for an extension; or
- b. upon the signing of a written settlement agreement by the parties. At the discretion of the parties, the same may be converted into an arbitral award or a conciliator's award under the Arbitration and Conciliation Act, 1996; or
- c. upon the Mediator, after consultation with the parties, informing them that it is terminated as in the Mediator's opinion further attempts at securing an agreed outcome through mediation are no longer appropriate or practically achievable; or
- d. upon written notification by any party that the mediation 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 mediation. The costs for mediation shall be informed to the parties before the Mediation Introduction Call and shall be paid by the Parties within 2 days of the Mediation Introduction Call.
 - a. The parties collectively shall bear any additional costs incurred during the mediation, including but not limited to fees and expenses of any independent witness or expert who attends the mediation at the request of the mediator and with the consent of the parties;
 - b. The Mediator may at any time during the mediation require the parties to make deposits with WeVaad to cover any anticipated fees or expenses related to the mediation and may suspend the mediation 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 mediation.

Article 10: Language

24. Subject to an agreement by the parties, the Mediator 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 Mediators, 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 mediation. 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 mediator based on any act or omission in connection with the mediation.

26. No communication made during the course of the mediation 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.