

**JAPAN INTERNATIONAL
MEDIATION CENTER-
SINGAPORE INTERNATIONAL
MEDIATION CENTRE
JOINT PROTOCOL
(JIMC-SIMC Joint Protocol)**

Article 1: Scope

1. The JIMC-SIMC Joint Protocol ("Joint-Protocol") applies to mediations filed with JIMC or SIMC in which the parties to mediation choose to conduct mediation under the Joint-Protocol.
2. Parties may agree to modify the terms of the Joint-Protocol, subject to the agreement of JIMC and SIMC, and of the mediators.

Article 2: Filing

1. A Party may file for mediation under the Joint-Protocol by completing and sending to JIMC or SIMC, a Mediation Request in such form available on JIMC's or SIMC's website respectively.
2. A Party may file for mediation under the Joint-Protocol with the prior agreement of all Parties to mediate the dispute. Where a Party files for mediation under the Joint-Protocol without such agreement, SIMC or JIMC may assist the filing Party to seek the consent of all Parties to the dispute.
3. The date of submission of a complete mediation request or the agreement of all parties to submit their dispute to mediation following the submission of a complete mediation request (if applicable) will be deemed to be the mediation commencement date.
4. Depending on whether the filing is made to JIMC or SIMC, the rules of the JIMC or SIMC shall apply to the mediation, subject to and as modified by the Joint-Protocol, and the mediation shall be administered by JIMC or SIMC respectively. In the event of inconsistency, the interpretation of JIMC's Secretary General or SIMC's Chief Executive Officer, as the case may require, prevails.

Article 3: Mediators

1. JIMC and SIMC will select and appoint mediators under the Joint-Protocol.
2. Unless otherwise agreed, a mediation will be conducted by two co-mediators, one appointed by JIMC and the other appointed by SIMC.
3. The appointment of mediators will take into account factors such as experience, qualifications, nationality and language ability.
4. Despite the above, the Parties may agree to have the mediation conducted by a sole mediator and request JIMC and SIMC to jointly appoint a sole mediator.
5. Parties may select the mediator or mediators by themselves for JIMC and SIMC's appointment.

Article 4: Expedited Procedure

1. JIMC and SIMC will make best efforts to organize the mediation of the dispute, including the appointment of the mediators.
2. Mediation under the Joint-Protocol will in principle be conducted online.

3. A Party may discontinue the mediation proceedings at any time in accordance with the applicable rules of JIMC or SIMC, whichever is applicable.

Article 5: Fees

1. Under the Joint-Protocol, special fee arrangements will apply. This includes fee arrangements that include all administration fees and co-mediators' fees (the "Fee Schedule"). The Fee Schedule applies if the case meets the conditions in this Article.

1.1 The Fee Schedule applies to a 1-day (8-hour), 2-mediator and 2-party mediation, and is based on the total value of the amounts claimed. For other types of mediation, JIMC and SIMC will determine a fee in consultation with the Parties.

1.2 The Fee Schedule applies when JIMC and SIMC select the mediators. Generally, the experience of the mediators will be related to the complexity and nature of the matter. The total value of the amounts claimed is deemed to be an indicator of the complexity of the matter. Where Parties decide to choose their own mediators, the mediators' commercial rates will apply.

1.3 The Fee Schedule applies when the mediation is conducted fully online and commencing at a time between 9.00 a.m. to 10.00 a.m. (Japan time or Singapore time, where the mediation is administered by JIMC or SIMC respectively). JIMC and SIMC are able to provide physical venues for mediations that will be conducted totally or partially in-person. However, different rates from those set out in the Fee Schedule will apply.

1.4 The Fee Schedule is calculated based on a total of 8 hours (with 1-hour break included) mediation, plus pre- mediation preparation and any pre-mediation calls or conferences but excludes overtime, weekend and public holiday charges.

1.5 Where the mediators deem the matter to be complex, for example, that it requires more preparation time and/or pre-mediation calls or conferences, JIMC and SIMC will discuss this issue with the Parties and conduct a reasonable reassessment with a view to an increase of the payable fees. If there is no agreement on the increase, the Parties may seek JIMC's and SIMC's assistance to select another mediator(s) at no extra cost.

1.6 Where the total dispute amount cannot be quantified with certainty, an estimate should be provided and where this is not possible, JIMC or SIMC will determine the payable fees in consultation with the Parties. The total dispute value should include any counterclaim amounts.

1.7 For all other cases, or if the Parties have special requests and considerations, the Parties may contact JIMC or SIMC for a no-obligation discussion. JIMC and SIMC will determine the fees payable in consultation with the Parties. JIMC and SIMC commit to exercising flexibility on their fees, to reflect the unique differences and services required for each case.

1.8 The mediation fee must be paid in full by all parties before the mediation is allowed to proceed and shall be paid net of all bank transfer or third-party transaction charges and free of any form of withholding, which shall be borne by the party making the payment.

Article 6: Term

1. The Joint-Protocol will be in force until 26 August 2027.
2. Throughout the term of the Joint-Protocol, JIMC and SIMC may amend the Protocol at any time, although any amendments will have no retrospective effect on Parties who have already filed requests under the Joint-Protocol.

Article 7: Liability

1. To the extent allowed by law, the mediators, JIMC, SIMC, and their employees shall not be liable to any person for any act or omission in connection with the mediation under the Joint-Protocol.

Fee Schedule

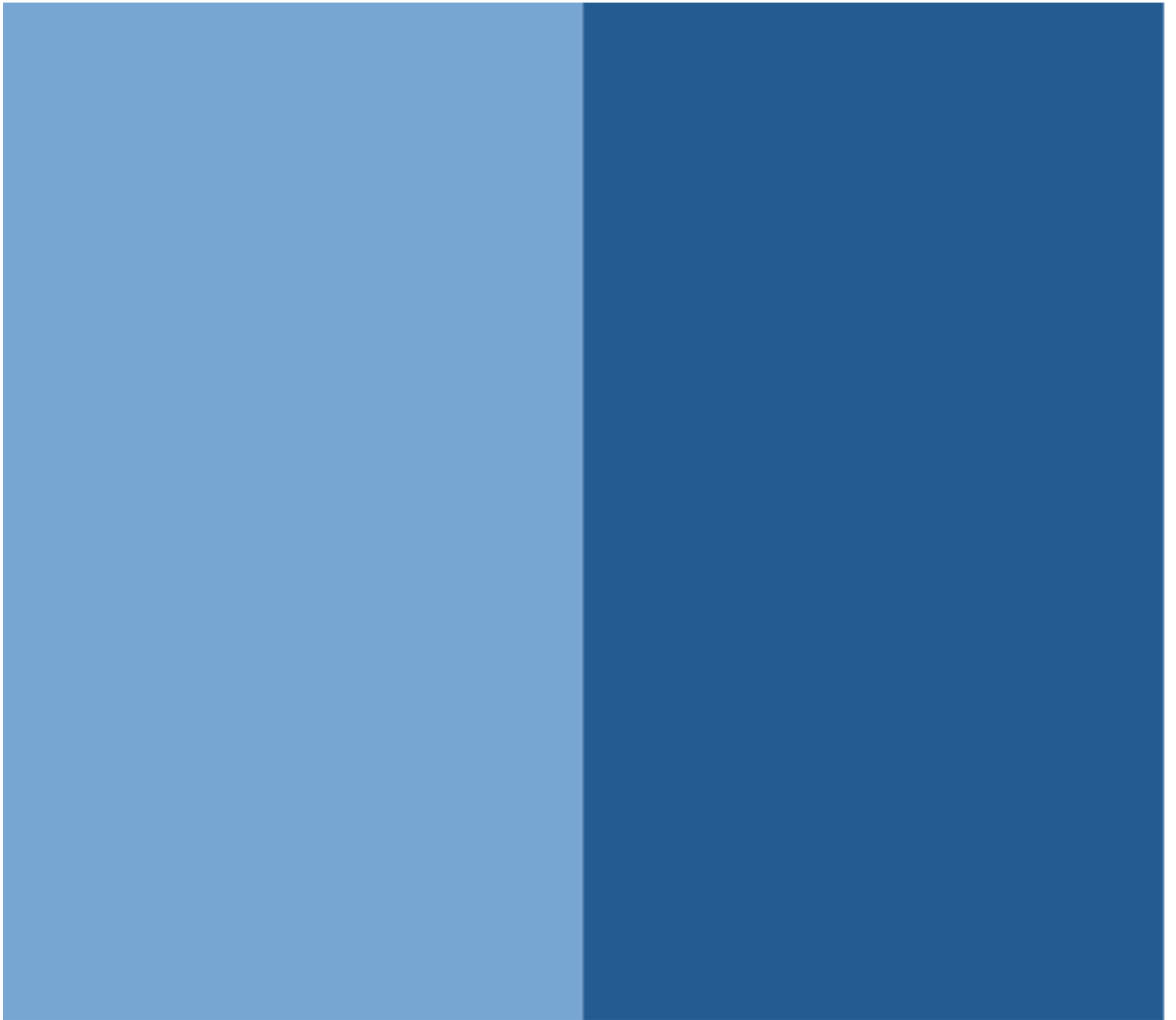
Explainer: The Fee Schedule below applies based on the JIMC-SIMC Protocol, including Article 5.

Dispute Value (USD)	Total Fee Payable per Party (USD)*
Below \$1M	\$5,000
\$1M-5M	0.5% of Dispute Value, subject to a cap of \$10,000
Above \$5M	0.2% of Dispute Value, subject to a cap of \$12,000

*Fees may be subject to prevailing Goods and Services Tax in Singapore or consumption tax in Japan.

*Fees payable to JIMC shall be converted into Japanese yen by JIMC with reference to then prevailing Japanese yen / USD exchange rate.

*Fees payable to SIMC may be converted into Singapore dollars by SIMC with reference to then prevailing Singapore dollar / USD exchange rate.



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