

Mediation Rules of The Israel-China Business Mediation Center

Article 1 Scope of Application

- 1.1 These Mediation Rules of Israel-China Business Mediation Center (the "Rules") shall apply to all business disputes where the parties have agreed to submit to the Israel-China Business Mediation Center (the "Center") for mediation.
- 1.2 Where any dispute is submitted to the Center by the parties, the parties shall be taken to have agreed that the mediation shall be conducted in accordance with the Rules or such amended Rules as the Center may have adopted hereafter to take effect before the commencement of the mediation. The parties shall agree to exclude, vary or modify any of the provisions of these Rules with the permission of the secretariat if such exclusion and modification does not breach the law.
- 1.3 These Rules include the Schedule of Mediation Fees and Expenses (the "Schedule"). The Rules and the Schedule are subject to the modification by the Center from time to time.

Article 2 Secretariat

- 2.1 The secretariat of the Center acts as the institution administering cases accepted by the Center. In order to facilitate the conduct of the mediation proceedings, administrative offices are arranged in Beijing and Tel Aviv by the secretariat. The two said offices shall accept cases respectively which shall be managed jointly by the two offices.

Article 3 Submission of the Request for Mediation

- 3.1 At the submission for the request for mediation, any party or parties wishing to commence a mediation shall faithfully fill in a Submission Form attached hereto as Annex I. Submission Form can be submitted to the Center in any of the following ways:

By email or mail or express in writing (in quadruplicate), at either

Conciliation Center

CCPIT/CCOIC MEDIATION CENTER

4/F, CCOIC Building, No.2.Huapichang Hutong, Xicheng District,

Beijing 100035,

Tel:8610-82217081,82217063,82217356

Email:flwangfang@ccpit.org, liuhongbing@ccpit.org, yangwenting@ccpit.org

China

or

The Israeli Institute for Commercial Arbitration

84 Hashmonaim St. Tel Aviv 6713203.

Tel: 03-5631052, 03-5631086,

Fax: 03-6242751

Email: info@borerut.com

- 3.2 The Center shall notify both administrative offices and the other party or parties and forward the copy of Submission Form and annexed materials upon accepting the request of mediation from the applicant.
- 3.3 The other party or parties shall, within 20 working days from the day of receiving the documents forwarded by the secretariat, advise the secretariat in writing whether or not they agree to the mediation of the dispute.
- 3.4 Should the other party or parties refuse the mediation, the Center shall be promptly notified. In the event that the other party or parties decline the mediation, or fail to agree to mediation and advise the secretariat within 20 working days referred to Article 3.4 the Center shall notify the party that filed the request for mediation in writing that there shall be no mediation under these Rules.
- 3.5 If there is no mediation under these Rules, the Center shall refund the entire fee to the party except for one hour fee, which shall be retained by the Center as an administrative fee.

Article 4 Mediator

- 4.1 The parties shall select mediator from the Center's Panel of Mediators. The parties shall decide through consultation whether they seek a single mediator or a joint team of one Chinese and one Israeli mediator. At the request of the parties the Center shall provide the parties with background of the candidate such as qualification, training and educational history for reference.
- 4.2 If the parties fail to reach agreement on the selection of a single mediator, two mediators, one from China and one from Israel, will be appointed by the Center. The Center can also appoint one mediator with the authorization in writing from the parties.
- 4.3 The appointed or selected mediators shall disclose to the Center whether there exist any circumstances likely to give rise to justifiable doubts as to the mediator's impartiality or independence or whether he or she has personal interest in the dispute, and the mediator shall request to withdraw from the mediation.
- 4.4 A party may challenge the mediator in writing to the Center after the appointment or selection if circumstances exist that give rise to justifiable doubts as to the mediator's impartiality or independence and request the mediator to withdraw. After the receipt of the writing request, the Center will replace the mediator pursuant to Article 4.1. and 4.2.

Article 5 Commencement of Mediation Proceedings

- 5.1 After the appointment or selection of the mediator(s), the parties shall deposit the mediation fee to the Center. Both parties shall deposit the mediation fee via the two administrative offices respectively, according to Annex II. The mediator compensation, and any other costs and expenses of the process, will be drawn from this payment that does not include the charges of translation, typing, recording and travel expenses if those shall apply.
- 5.2 Upon the submission of the mediation deposit pursuant to the Schedule within the time limit set by the Center, the Center shall issue a notification to the parties on the commencement of the mediation proceedings.
- 5.3 If a party fails to submit the mediation deposit, the mediation proceeding will not commence. The mediation deposit submitted by the other party shall be refunded.

Article 6 Conduct of Mediation Proceeding

- 6.1 Mediator shall facilitate the resolution of the dispute between the parties actively. The parties shall cooperate in good faith with the mediator. The mediator shall conduct the mediation in the manner he or she thinks appropriate. The Mediator may meet separately with each party upon having informed the parties properly. Any information given in such separate sessions (caucus) is confidential and will not be revealed to the other party without permission.
- 6.2 Mediation session could be conducted via online VC platforms or physically in either Beijing or in Tel Aviv where the parties have agreed to. The Languages to be used in the mediation are the native languages of China and Hebrew in addition to English. If the parties determine to have the mediation session conducted in other seats and in other languages than the above-mentioned, the expenses of travel and translation fees arisen should be borne by the parties in a proportion they agreed thereto.
- 6.3 Mediator shall invite expert of relevant professions to assist or provide a professional advice, if needed, in the mediation with the permission of the parties. The expenses shall be borne by the parties.
- 6.4 The parties shall submit documents and any supplementary documents requested by the mediator. With the permission of one party, the other party may obtain the documents and evidences annexed thereto submitted by one party to the mediator.
- 6.5 The parties shall inform the Center of all the participants who will involve in the mediation session in advance. The parties shall supply a power of attorney in writing if they wish to be represented by an attorney in the mediation session.
- 6.6 The mediator shall observe the Ethical Code of Conduct for the Mediators of the Center attached hereto as annex III when he or she conducts the mediation proceedings.

Article 7 Termination of mediation proceedings

The mediation proceedings will be terminated when, either:

- (1) a settlement agreement is signed by the parties; or
- (2) the mediator advises the parties in writing that, in his or her judgment, the mediation process will not resolve the issues in dispute; or

- (3) one party or parties advise the mediator in writing that it is its or their wish to terminate the mediation; or
- (4) the time limit for mediation provided in a Prior Agreement has expired and the parties have not agreed to extend that time limit; or
- (5) other circumstances that are deemed to be as the termination of mediation proceedings.

7.2 In any of the cases of Article 7.1, the relevant secretariat shall inform in writing of the termination of the mediation proceedings to the parties and the mediator.

Article 8 Settlement Agreement

8.1 If terms are agreed in settlement of the dispute through mediation, the parties, or with the assistance of the mediator, shall draw up and sign a settlement agreement. The mediator shall sign on the settlement agreement if the parties so request.

8.2 By signing the settlement agreement, the parties agree to be bound by its terms. The settlement agreement shall not be published except for the purposes of implementation or enforcement.

Article 9 Confidentiality

9.1 Unless one party request to keep the information confidential, mediator shall disclose the information relating to the dispute he or she received from one party to the other parties. All information relating to the mediation proceedings shall be kept confidential by the mediator(s), the center, the parties and all the participants involved in the mediation process, except where disclosure is required under the law.

Article 10 Admissibility of Evidence in Other Proceedings

10.1 The parties shall not introduce any statements, views, opinions or proposals that have been put forward, proposed, admitted or indicated to be acceptable by the parties or the mediator during the course of mediation proceedings as the evidences for claim or defense in the subsequent arbitration or litigation proceedings.

10.2 The parties shall not summon the mediator(s) to testify in the arbitration proceedings or litigation proceedings, except it is required to do so under the law.

Article 11 Mediation fees and costs

11.1 The parties shall submit mediation fee in accordance with the Schedule of the Center. Mediation fees and costs shall be borne equally by the parties or in such other proportions as they have agreed in writing.

11.2 With the development of mediation proceedings, if the Costs exceed the Deposit, the shortfall will be invoiced to the parties by the secretariat. If the Deposit exceeds the costs and expenses, the excess will be reimbursed to the parties by the secretariat.

Article 12 Exclusion of Liability

12.1 Neither the Center nor any mediator shall be liable to any party for any act or omission alleged in connection with any mediation conducted under these Rules, other than as a result of its/his/her own willful misconduct.