



Authorisation to Mediate

Via this agreement and the attached annexures (“**Agreement**”), and subject to the terms of this Agreement, [name and address of the party 1_____](“**Party 1**”) and [name and address of the party 2_____](“**Party 2**”), do hereby authorize MaxMax Chambers to appoint a Mediator and a Case Manager to amicably resolve a dispute between the Parties.

- Annexure 1 – Description of the Dispute
- Annexure 2 – Mediation Process
- Annexure 3 – Mediation Rules
- Annexure 4 – Fees & Expenses

In consideration of the mutual promises contained in this Agreement, receipt and sufficiency of which is hereby established, the Parties agree to be bound by this Agreement.

<p>On behalf of Party 1 [Name of the Party]</p> <p>_____</p> <p>Authorised Signatory</p> <p>Name:</p> <p>Title:</p> <p>Email:</p> <p>Mobile:</p>	<p>On behalf of Party 2 [Name of the Party]</p> <p>_____</p> <p>Authorised Signatory</p> <p>Name:</p> <p>Title:</p> <p>Email:</p> <p>Mobile:</p>
<p>On behalf of MaxMax Legal and Corporate Services Pvt. Ltd., CIN: 07AANCM2927Q1ZQ, d/b/a MaxMax Chambers</p> <p>_____</p> <p>Authorised Signatory</p> <p>Name:</p> <p>Director</p>	

Annexure 1
Description of the Dispute ("Dispute")

Annexure 2 Mediation Process

- A. **Commencement and Timelines:** Mediation process begins with the Parties' signing this Agreement. All efforts will be made to complete the mediation within 6 weeks of the Parties signing this Agreement, with the following timelines.
1. Within 3 days of signing, MaxMax Chambers ("**MaxMax**") will appoint a "**Case Manager**" to help administer the process as per MaxMax Mediation Rules.
 2. Within 5 days of signing, after considering fit and availability, and conducting a conflict check, MaxMax will appoint a MaxMax professional as a mediator ("**Mediator**").
 3. Within 10 days of signing, Case Manager and Mediator will organise a "**Pre-Mediation Conference**" between the Parties:
 - a. to highlight the core of the Dispute between them,
 - b. to show them how to use the MaxMax ADR Platform, and
 - c. to consider and agree to any changes to Mediation Rules to resolve the Dispute.
 4. Within 7 days of the Pre-Mediation Conference, Parties will submit their mediation briefs outlining their case and supporting documents.
 5. Within 3 days of such submission, Mediator will request additional information from the Parties, if the Mediator believes additional information is needed.
 6. Within 7 days of receiving such request, the Parties will submit any such additional information as requested.
 7. Within 7 days of receiving such additional information, Mediator and Case Manager will hold a mediation meeting / call to help the Parties reach a settlement. If no settlement is reached, additional settlement meetings or calls will be scheduled, all within the next 10-15 days.
 8. If a settlement is reached, within 7 days of reaching the settlement, Mediator and Case Manager will draw up a "**Settlement Agreement**", which will be presented to the Parties for their review and suggested changes will be incorporated with their consent. Thereafter, the Parties will sign the Settlement Agreement, and the Case Manager will have it notarized. If the mediation process ends without any Settlement Agreement, Mediator will inform all the concerned parties of the termination of the mediation process.
- B. **Communications:** All documents will be shared via the MaxMax ADR Platform and will be shared amongst all Parties. A Party may share certain information for consideration by the Mediator only, but until such information is shared with the other Party, it cannot be considered as evidence for the purpose of the Dispute.

Annexure 3

Mediation Rules

1. **Role and Conduct of Mediator.** Mediator will act as a neutral party to the Dispute, objectively assess the evidence and with fairness assist the Parties to reach a settlement, by giving consideration to the circumstances of the Dispute, and customs and usage of trade, including any previous dealings between the Parties. In the interest of speedy and amicable settlement of the Dispute, Mediator may, with the consent of the Parties, modify the Mediation Process and Rules, including dispensing with written submissions. Mediator may meet the parties together or with each of them separately in order to better understand their position with respect to the Dispute.
2. **Representations.** At each mediation conference, meeting or call, each Party to be represented by a person who has authority to settle the Dispute. With the prior approval of the Mediator, counsel or any other person may represent a Party in the mediation so long as such representation does not give rise to a conflict of interest and other Party has no objection.
3. **Experts.** If needed, Mediator or a Party may appoint an “**Expert**” to help in the mediation, especially where technical or specific area knowledge is being considered. Expert’s fees will borne by both Parties or by the Party appointing the Expert, as the case may be.
4. **Confidentiality.** All information shared during mediation, including the fact that there is a mediation going on, will be considered confidential information, whether shared by a Party, Mediator, Case Manager, or an Expert, and it shall not be disclosed by any person to a third party or used it for any other purpose. No recordings will be made of any oral discussions. Each party shall return or destroy any confidential information it received from another party during mediation. However, MaxMax may retain certain information for archival and statistical purposes.
5. **Resort to Arbitral or Judicial proceedings.** During this mediation, a party may not initiate any arbitral or judicial proceedings with respect to the Dispute except where, in its opinion, such proceedings are necessary for preserving its rights.
6. **Evidence and Admissibility.** Unless required by applicable law, the Parties agree that no aspect of the Dispute or any information shared or any offer for settlement made during the mediation process, can or will be used as evidence in any proceeding, and that Mediator or Case Manager cannot and will not act as a witness before a court or an arbitration tribunal, or any other legal authority. Further, unless agreed by the Parties, Mediator cannot act as an arbitrator, a representative or a counsel in any other matter related to the Dispute, which is the subject matter of this mediation.
7. **Settlement Agreement.** A Settlement Agreement signed by the Parties will be considered final and binding on the Parties with respect to matters contained in that agreement. Thereafter, if required by existing legal process, or by prior agreement, the Parties concerned may present the Settlement Agreement to a Court, or the Arbitrators, or other relevant authority, as the case may be, for obtaining a decree, award or ruling.
8. **End of Mediation.** The mediation ends when (i) the Parties sign a Settlement Agreement, or (ii) the mediator comes to a conclusion in writing that any further efforts at mediation will not

result in a settlement, or (iii) the mediator receives a written declaration from a party withdrawing from mediation.

9. **Fees and Expenses.** Unless the Parties agree otherwise, and Case Manager is informed prior to the Pre-Mediation Conference, all fees and expenses will be borne equally by both Parties. They will pay MaxMax as agreed and will be jointly and severally liable for fees and expenses, in addition to any costs incurred in recovering any overdue amounts.
10. **Dispute Resolution, Governing Law and Jurisdiction.**
 - a. In case of a dispute between Party 1 and/or Party 2, and MaxMax Chambers, all agree to first mediate any dispute between them in good faith and resolve it amicably. In the event mediation fails, any claim arising out of or relating to this Agreement shall be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, as amended. All hearings will be held in New Delhi or via video conferencing and shall be conducted in English by a single arbitrator. Any arbitration award shall be enforceable and binding on the parties and the parties hereby expressly waive any right to judicial review of the award.
 - b. This Agreement shall be governed by and construed in accordance with the laws of India, without reference to its conflict of law provisions. The adjudication of any dispute will be the exclusive jurisdiction of the courts in New Delhi.
11. **Damages.** In no event shall MaxMax Chambers be liable to a party or to any third party for any general, incidental, consequential, indirect, direct, special or punitive damages, arising out of or relating to this Agreement, and notwithstanding any other provision of this Agreement, in no event shall MaxMax Chambers' liability exceed an amount equal to the amounts paid as Fees to MaxMax Chambers under this Agreement.
12. **Release.** The Parties, jointly and severally, release and discharge MaxMax Chambers and MaxMax Professionals, and their agents and employees, from any 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, whether under the procedural laws or standards of mediation, under these rules, or otherwise. No statements or comments, whether written or oral, made or used by the Mediator or the Case Manager, MaxMax Chambers or its agents or employees, in connection with, or resulting from, or in any way relating to the mediation process, may be used to initiate any action for defamation, libel, slander, or any related complaint.

Annexure 4

Fees and Expenses

MaxMax Chambers fees for mediation by a single Mediator is 1% of the total claims under dispute, with a minimum fee of Rs. 1,00,000 and a maximum of Rs. 10,00,000. Based on the information provided, the fees for this Mediation will be Rs. _____, exclusive of GST.

The Mediation Fees include the following:

- Appointment of a Mediator and a Case Manager
- Case Filing Fee
- MaxMax Chambers' Case Administration Fees
- Mediator Fees

The fees do not include the following:

- Applicable taxes
- Venue Charges for Meeting Rooms, if arranged by MaxMax Chambers
- Meal Charges, if a meal is required
- Transcription, Steno, Interpretation, Printing & Photocopying Services Fees
- Experts Fees, if an Expert is appointed in this mediation.

Payment of Fees:

Advance: The Parties will deposit certain amount as advance as follows:

- 20% of the Fees will be given as advance upon signing of this Agreement.
- 80% of the Fees will be given as advance before the Pre-Mediation Conference.

Fees: The Fees become due and payable as follows:

- 20% of the Fees upon signing of this Agreement.
- 30% of the Fees before the Pre-Mediation Conference.
- 30% of the Fees at the end of the settlement meetings/calls.
- 20% of the Fees at the conclusion of the mediation.

Any out of pocket expenses will need to be paid within 15 days of raising the invoice on the Parties.