

SCIA Mediation Rules

Article 1 Purposes and Principles

The Mediation Rules hereunder (the "Rules") are enacted to facilitate the parties to settle their commercial disputes in a harmonious, prompt, efficient, and low-cost manner.

Mediation shall be conducted on a voluntary basis and in accordance with laws and regulations, refer to international practices, and encourage parties to negotiate and reconcile.

Article 2 Scope of Mediation and Application of the Rules

Commercial disputes arising between natural persons, legal persons, and other organizations, both domestic and international, can be submitted to the Shenzhen Court of International Arbitration Mediation Center (also known as the South China International Economic and Trade Arbitration Commission Mediation Center, hereinafter referred to as the "Center") for mediation. The aforesaid commercial disputes, whether or not arbitration, litigation or other dispute resolution procedures have been initiated, can be submitted to the Center for mediation. Where the parties agree to submit disputes to the Center for mediation, the parties shall be deemed to have agreed to mediate in accordance with the Rules. Where the parties have agreed on other arrangements and agreed upon by the Center, the parties' agreement shall prevail.

Article 3 Request for Mediation and Acceptance of a Case

Any party is entitled to apply to the Center for mediation, regardless of whether there is an agreement to mediation among the parties.

A party applying for mediation shall submit a Request for Mediation. The Request for Mediation shall include a brief introduction of the facts of the dispute, effective contact information of the disputing parties or their representatives. The parties shall submit a Power of Attorney if they authorize representative(s) to participate in the mediation.

Upon receiving the Request for Mediation, the Center shall promptly notify the other parties; the other parties shall confirm in writing whether they agree to mediation within five (5) days from the date of receipt of the notice; failure to confirm within this period shall be deemed a refusal to mediate.

Once all parties confirm their agreement to mediation and pay the mediation fees in advance as stipulated in Article 15 of the Rules, the mediation process begins. The Center shall promptly send Notice of Mediation, the Rules, and the Panel of Mediators of Shenzhen Court of International Arbitration Mediation Center (hereinafter referred to as the "Panel of Mediators") to the parties.

Article 4 Appointment of Mediator

Mediation cases shall be mediated by one (1) mediator, unless otherwise agreed by the parties. Parties shall jointly appoint a mediator within five (5) days from the date of receipt of the Notice of Mediation, failing which, the mediator shall be appointed by the Center.

Mediator can be appointed from or outside the Panel of Arbitrators provided by the Center. For appointments outside the Panel of Arbitrators, approval from the Center is required.

Article 5 Disclosure by Mediator

The appointed mediator shall promptly disclose to the Center and the parties any circumstances that may affect his or her independence and impartiality in mediation.

Article 6 Replacement of Mediator

A mediator shall be replaced if he/she becomes unable or inappropriate to fulfil his/her functions. A new mediator shall be appointed in accordance with Article 4 of the Rules, unless otherwise agreed by the parties.

Article 7 Conduct of Mediation Proceedings

The mediator may conduct the mediation in a manner as he/she considers helpful for the parties to reach a settlement. These methods include but are not limited to:

- (1) After the commencement of the mediation proceedings, the mediator may communicate with the parties and their representatives together or with any party separately;
- (2) In the mediation proceedings, the mediator may request the parties to submit written or oral suggestions or proposals;
- (3) In the mediation proceedings, the mediator may, based on the information acquired and the principles of fairness and reasonableness, make suggestions or proposals for dispute resolution to the parties.

Article 8 Confidentiality

Unless otherwise agreed by all parties, mediation procedures shall not be open to the public. The mediator, parties and their representatives, staff of the Center, and other persons involved in the mediation procedures shall be obligated to keep the mediation confidential, unless otherwise agreed by the parties or otherwise provided by laws and regulations.

Article 9 Time-limit for the Mediation

Parties may agree on the time-limit for the mediation.

With the consent of the parties, the mediator may also determine the time-limit for the mediation.

If the time-limit for the mediation is not determined, the mediation shall be completed within thirty (30) days from the date of the appointment of the mediator, unless the parties request or agree to an extension and it is approved by the Center.

Article 10 Place of the Hearing of Mediation

The hearing of mediation shall be conducted at the Center or at a place agreed upon by all parties.

Article 11 Termination of the Mediation

The pending mediation procedures shall be terminated if any of the following circumstances occur:

- (1) The parties have agreed on a settlement agreement;
- (2) The mediator considers mediation to be unobtainable and has decided to terminate the mediation;
- (3) Any party has notified the Center to terminate the mediation;
- (4) The time-limit for mediation has expired;
- (5) Other circumstances that the Center considers termination imperative.

Article 12 Settlement Agreement

A settlement agreement reached through mediation shall be signed or sealed by the parties.

Article 13 Combination of Mediation and Arbitration

If a settlement agreement is reached, to make the content of the settlement agreement legally enforceable, any party may, based on the arbitration clause in the settlement agreement, apply to the Shenzhen Court of International Arbitration (the "SCIA") in accordance with the SCIA

Arbitration Rules implemented at the time of the request for arbitration, to issue a mediation statement or arbitral award based on the content of the settlement agreement.

If parties cannot reach a settlement agreement, any party has the right to submit the dispute to the SCIA for arbitration according to the arbitration agreement.

Article 14 Independence of the Mediation

Any statement, view, opinion, suggestion, or material presented by either party or by the mediator in the mediation cannot be invoked by either party as grounds for supporting any claims, defenses, or counterclaims in the subsequent arbitration proceedings, judicial proceedings, or any other proceedings.

The mediator shall not be an arbitrator, representative of a party, or witness in any other arbitration or litigation proceedings concerning the same or related dispute, except with the written consent of the parties.

Article 15 Fees and Costs

The parties shall pay the mediation fees and costs in advance within five (5) days from the date of receipt of the notice of payment issued by the Center, according to the Schedule of Fees and Costs of Mediation.

In principle, the claimant shall pay the mediation fees and costs in advance. The Center may determine which party to pay the mediation fees and costs in advance according to actual situations. Where the parties have agreed on the proportion of the payment, the agreement shall prevail.

Article 16 Miscellaneous

The Rules shall be interpreted by the SCIA.

The Rules shall be effective as from 7 October 2023. For mediation cases accepted by the Center before the Rules come into force, the Rules effective at the time of acceptance shall apply, or where the parties agree, the Rules shall apply.

Appendix

Schedule of Fees and Costs of Mediation

Amount in Dispute ("AID") ("RMB")	Administrative Fees and Costs ("RMB")	Remuneration for Mediator ("RMB")
500,000 and below	1, 000	6, 000
500,001 to 1,000,000	1,000 + 0.2% of the AID above 500,000	6,000 + 0.2% of the AID above 500,000
1,000,001 to 5,000,000	2,000 + 0.12% of the AID above 1,000,000	7,000 + 0.13% of the AID above 1,000,000
5,000,001 to 10,000,000	6,800 + 0.04% of the AID above 5,000,000	12,200 + 0.07% of the AID above 5,000,000
10,000,001 to 50,000,000	8,800 + 0.03% of the AID above 10,000,000	15,700 + 0.06% of the AID above 10,000,000
50,000,001 to 100,000,000	20,800 + 0.02% of the AID above 50,000,000	39,700 + 0.05% of the AID above 50,000,000
100,000,001 to	30,800 + 0.015% of	64,700 + 0.02% of the

500,000,000	the AID above 100,000,000	AID above 100,000,000
500,000,001 to 1,000,000,000	90,800 + 0.014% of the AID above 500,000,000	144,700 + 0.015% of the AID above 500,000,000
1,000,000,001 to 3,000,000,000	160,800 + 0.001% of the AID above 1,000,000,000	160,800 + 0.001% of the AID above 1,000,000,000
Over 3,000,000,001	180,800	419,700

Notes:

1. While applying for mediation, the parties shall pay a registration fee of RMB 1,000 Yuan to the Center. This fee is non-refundable and may be offset against the corresponding amount of arbitration fees under specific circumstances stipulated by the rules.
2. Where no monetary claim is specified or the amount in dispute is not clear at the time of application for mediation, the Center shall determine the amount of mediation fee to be collected in advance based on factors such as the specific rights and interests involved in the dispute, the complexity of the dispute, etc.
3. If the mediation fee is charged in a foreign currency, an amount of the foreign currency equivalent to the corresponding RMB value specified in this schedule shall be paid.
4. The Center may charge other necessary expenses such as travel expenses of domestic or foreign mediators, rental of foreign mediation venues, etc., as needed to mediation.
5. If the parties and the mediator have agreed otherwise on the remuneration of the mediator, the agreement shall prevail, subject to the approval of the Center.
6. If parties agree to invite two or more mediators, the remuneration of the mediators shall be increased according to the number of extra mediators invited.
7. For series cases where one or both parties are the same, the subject matter of the dispute and the mediation plan are the same or similar, and the number of cases is more than 3, the administrative fees and the remuneration of the mediators shall be calculated at 70% of the standard rate; if the number of cases is more than 10, the administrative fees and the remuneration of the mediators shall be calculated at 50% of the standard rate.
8. If the mediation fails, the Center may issue a refund of the relevant fees as appropriate by considering factors such as the workload of the mediation, the amount in dispute, the complexity of the dispute, etc., provided that the administrative fee collected is no less than RMB 1,000 Yuan and the remuneration of the mediator is no less than RMB 6,000 Yuan.
9. If the parties first apply to the Center for mediation and after that fail to reach a settlement, then the parties subsequently submit a request for arbitration to the SCIA, the mediation fees already paid shall be offset against the corresponding amount of arbitration fees.
10. For cases that have applied for arbitration with the SCIA and have paid the arbitration fees and costs in advance, parties do not need to pay the mediation fees and costs separately. The remuneration of mediators shall be determined and paid by the Center, considering the mediation results, the workload of the mediation, the amount in dispute, the complexity of the dispute, etc.