

# Swiss Arbitration Centre

## Swiss Rules of Mediation (Swiss Rules)



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June 2021

## **Languages**

The Swiss Rules of Mediation are available in several languages on the Swiss Arbitration website:  
[www.swissarbitration.org](http://www.swissarbitration.org)

This English version of the Swiss Rules of Mediation shall take precedence in the event of any discrepancies between it and any translation thereof.

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# Swiss Rules of Mediation (Swiss Rules)

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## Model Mediation Clause

Any dispute, controversy or claim arising out of, or in relation to, this contract, including regarding the validity, invalidity, breach, or termination thereof, shall be resolved by mediation in accordance with the Swiss Rules of Mediation of the Swiss Arbitration Centre in force on the date on which the Request for Mediation is submitted in accordance with those Rules.

The seat of the mediation shall be ... (name of city in Switzerland, unless the parties agree on a city in another country).  
The mediation shall be conducted in ... (insert desired language).

For further model mediation clauses, including if parties wish to combine mediation with arbitration, please refer to our website: [www.swissarbitration.org/centre/mediation](http://www.swissarbitration.org/centre/mediation).

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## Introduction

- (a) The Swiss Rules of Mediation (the "**Swiss Rules**" or the "**Rules**") were first made available to users of mediation services in 2007 by the Chambers of Commerce and Industry of Basel, Bern, Geneva, Neuchâtel, Ticino, Vaud, Zurich, and later Central Switzerland (the "**Chambers of Commerce**"). In order to administer arbitrations and mediations, the Chambers of Commerce founded the Swiss Chambers' Arbitration Institution ("**SCAI**"), an association under Swiss law.
- (b) The Rules replaced the individual rules of mediation of the Chambers of Commerce. They were amended in 2019, and again in 2021, with the continued purpose of providing an efficient and reliable framework for mediation to users around the world.
- (c) In 2021, the Chambers of Commerce strengthened and formalised their cooperation with the Swiss Arbitration Association ("**ASA**") for the further development of SCAI. SCAI was converted into a Swiss company and renamed Swiss Arbitration Centre Ltd. (the "**Swiss Arbitration Centre**"). Mediation agreements referring to SCAI or the Chambers of Commerce remain valid and binding and will be recognised and applied by the Swiss Arbitration Centre as legal successor of SCAI.
- (d) Mediations under the Rules are administered by the Secretariat of the Swiss Arbitration Centre (the "**Secretariat**"). The Secretariat may seek guidance and assistance from the Advisory Council for Mediation (the "**Advisory Council**") of the Swiss Arbitration Centre, which is comprised of experienced mediation practitioners.
- (e) The Swiss Arbitration Centre provides domestic and international mediation and arbitration services, as well as other dispute resolution services, relating to disputes arising, under any applicable rule of law, in Switzerland or elsewhere.

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## Section I. Introductory Rules

### SCOPE OF APPLICATION

#### Article 1

1. These Rules shall govern mediations where a mediation clause or an agreement to mediate (the "Mediation Agreement") refers to these Rules, administered by the Swiss Arbitration Centre, or previously by SCAI, or to the mediation rules of the Chambers of Commerce and Industry of Basel, Bern, Central Switzerland, Geneva, Neuchâtel, Ticino, Vaud, Zurich, or of any further Chamber of Commerce or other entity that may adhere to or refer its cases to these Rules.

2. This version of the Rules, in force as from 1 June 2021, shall apply to all mediations in which the Request for Mediation is submitted on or after that date, unless the parties have agreed otherwise.

### REQUEST FOR MEDIATION

#### Article 2

1. The party or parties requesting a mediation (the "Requesting Party") shall submit a Request for Mediation to the Secretariat at any of the addresses, postal or electronic, listed in Appendix A. No hard copies of the Request for Mediation shall be required, unless the Secretariat requests otherwise or the Requesting Party requests that the Secretariat notify a hard copy to the other party or parties (the "Responding Party") in lieu of or in addition to an electronic copy. In case of hard copies, the Requesting Party shall provide the Secretariat with a sufficient number of copies of the Request for Mediation for each Responding Party, each mediator and the Secretariat.

2. The mediation shall be deemed to commence on the date on which the Request for Mediation is received by the Secretariat.

3. The Request for Mediation shall include the following:

- (a) the names, addresses, telephone numbers, and e-mail addresses of each of the parties and, where applicable, of their representatives;
- (b) identification of the Mediation Agreement that is invoked;
- (c) a short description of the dispute and an estimate of the amount in dispute (if any);
- (d) a joint designation of the mediator, or a description of any desired qualifications of the mediator;
- (e) an indication, if the parties so wish, that the Simplified Designation Procedure, pursuant to Article 5, should apply;

- (f) a proposal as to the language of the mediation if the parties have not previously agreed thereon;
- (g) confirmation of payment to the relevant account listed in Appendix A of the Registration Fee as required by Appendix B in force on the date the Request for Mediation is submitted.

The Requesting Party may enclose any other document deemed relevant for the mediation.

4. If the Request for Mediation is incomplete or the Registration Fee is not paid, the Secretariat may set an appropriate time limit within which this may be remedied. The Secretariat may also request the Requesting Party to submit a translation of the Request for Mediation within the same time limit if it is not submitted in English, German, French, or Italian. If the Requesting Party complies with such directions within the applicable time limit, the Request for Mediation shall be deemed to have been validly filed on the date on which the initial version was received by the Secretariat. If the Requesting Party fails to comply with such directions within the applicable time limit, the Request for Mediation will be deemed to be withdrawn, without prejudice to the Requesting Party's right to resubmit it at a later date.

5. Upon receipt of a validly submitted Request for Mediation, the Secretariat shall:

- (a) proceed pursuant to Article 6, if the Request for Mediation was submitted jointly by the parties, and they have agreed to refer to the Rules and designated a mediator;
- (b) proceed pursuant to Article 4 or 5, if the Request for Mediation was submitted jointly by the parties, and they have agreed to refer to the Rules, but have not designated a mediator;
- (c) notify the Request for Mediation together with any exhibits to the Responding Party and set a 15-day time limit to inform the Secretariat whether it agrees to mediate under the Rules.

6. If the Secretariat does not receive an answer or if the Responding Party informs the Secretariat that it does not agree to mediate under the Rules, the mediation shall not proceed. The Secretariat shall promptly inform the parties in writing.

7. If the Requesting Party and some but not all of the Responding Parties wish to mediate under the Rules, the mediation shall continue between the parties in agreement.

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## Section II. Selection of Mediator

### NUMBER OF MEDIATORS

#### Article 3

If the parties have not agreed upon the number of mediators, the case shall be referred to one mediator.

### DESIGNATION OF A MEDIATOR

#### Article 4

1. The parties may jointly designate a mediator. If the designated mediator is not confirmed by the Secretariat or refuses his or her designation, the Secretariat will grant a 15-day time limit to the parties to jointly designate a new mediator.

2. If the parties fail to jointly designate a mediator within 15 days of the date of receipt of the Secretariat's letter inviting them to do so, the Secretariat will submit a list of mediators to the parties, including the range of fees indicated by the mediators to the Secretariat, and invite the parties, within a short additional time limit, to each indicate to the Secretariat their order of preference regarding the proposed mediators. The Secretariat shall then appoint the mediator taking into account the preferences indicated by the parties. If the parties fail to provide their order of preference, the Secretariat shall nonetheless proceed to appoint the mediator.

3. Upon request by the parties, the Secretariat will assist with the designation of co-mediators.<sup>1</sup>

4. If, within five days of the receipt of the notice of appointment by the Secretariat, a party objects in writing to the appointment of a mediator and gives reasons considered to be valid, the Secretariat shall promptly appoint a different mediator from the proposed list or proceed pursuant to Article 4(2).

### SIMPLIFIED DESIGNATION PROCEDURE

#### Article 5

1. The Simplified Designation Procedure shall apply for the designation of the mediator if the parties jointly agree, or do not object to its application in cases where the amount in dispute is below CHF 50'000.

2. Whenever the Simplified Designation Procedure applies, the Secretariat shall, in accordance with Article 6:

(a) confirm the mediator jointly designated by the parties; or

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<sup>1</sup> The provisions of the Rules also apply in cases where a co-mediation is conducted.

(b) appoint one mediator taking into account the parties' description (if any) of their preferences or desired qualifications of the mediator as submitted to the Secretariat pursuant to Article 2(3)(d), but without submitting a list of mediators to the parties.

### CONFIRMATION OF A MEDIATOR

#### Article 6

1. All designations of a mediator are subject to confirmation by the Secretariat, upon which the appointments shall become effective. The reasons for a decision by the Secretariat on the confirmation of a mediator need not be communicated.

2. Where a designation is not confirmed, the Secretariat shall invite the parties to make a new designation within a reasonable time limit, or to provide a description as to any desired qualifications of the mediator to be appointed by the Secretariat. If no answer is received from the parties within the time limit, the Secretariat shall proceed pursuant to Articles 4(2) or 5(2)(b).

### REPLACEMENT OF A MEDIATOR

#### Article 7

If a mediator is no longer in a position to fulfil his or her duties, or is no longer accepted by the parties, the Secretariat shall, upon joint request by the parties, proceed pursuant to Articles 4(2) or 5(2)(b).

### TRANSMISSION OF THE FILE TO THE MEDIATOR

#### Article 8

Once the Registration Fee and, if applicable, the Administrative Costs have been paid in accordance with Appendix B and the mediator has been confirmed, the Secretariat shall transmit the file to the mediator without delay.

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## Section III. The Mediator

### INDEPENDENCE, IMPARTIALITY AND DISCLOSURES OF THE MEDIATOR

#### Article 9

1. Any mediator conducting a mediation under these Rules shall be and shall remain impartial and independent throughout the mediation.

2. Prior to his or her confirmation or appointment by the Secretariat, the prospective mediator shall:

(a) return to the Secretariat, duly dated and signed: (i) the agreement to serve as a mediator; (ii) the declaration

of independence, impartiality, and availability; and (iii) a *curriculum vitae*;

- (b) state in writing that he or she complies with the present Rules and with the European Code of Conduct for Mediators in force on the date on which the mediator is appointed; in the event of a discrepancy between the Rules and the Code, the Rules shall take precedence; and,
- (c) disclose to the Secretariat any circumstances, including those listed in the European Code of Conduct for Mediators, likely to give rise to justifiable doubts as to his or her independence or impartiality, or regarding his or her availability. The Secretariat shall provide such information to the parties and set a time limit within which they may comment.

3. If, in the course of the mediation, the mediator discovers the existence of any circumstances likely to affect his or her impartiality or independence towards the parties, or his or her availability, he or she shall promptly inform the parties. Upon their mutual consent, the mediator may continue to serve. If the parties disagree, the mediator shall stay the mediation and inform the Secretariat, which shall proceed to replace the mediator in accordance with Article 7.

## **ROLE OF THE MEDIATOR**

### **Article 10**

1. The mediator shall assist the parties in their negotiations, with a view to reaching a mutually acceptable and satisfactory resolution of their dispute. The mediator has no authority or power to impose a settlement on the parties.

2. The mediator and the parties shall be guided by the principles of fairness, party autonomy and mutual respect.

## **Section IV. Procedural Rules**

## **CONDUCT OF THE MEDIATION**

### **Article 11**

1. The mediation shall be conducted as agreed upon with the parties. In the absence of such an agreement, the mediator shall proceed as he or she considers appropriate, taking into account the circumstances of the case, the wishes of the parties, their budgets and timelines, and the need for a prompt settlement of the dispute.

2. As soon as practicable after receiving the file from the Secretariat, the mediator shall hold an initial conference with the parties to discuss the manner in which the mediation will proceed. A short note summarising the agreement of the parties with respect to the conduct and the organisation

of the mediation (language, time and place of meetings, submissions, participants, etc.) shall then be drafted by the mediator and provided to the parties, with a copy to the Secretariat.

3. Subject to the agreement of the parties, the mediator may hold separate meetings with the parties, when appropriate. The mediator shall maintain strict confidentiality regarding any information exchanged during those separate meetings vis-à-vis each party, unless the mediator is expressly authorised to disclose such information by all participants in the separate meetings.

## **REPRESENTATION**

### **Article 12**

The parties shall appear at all mediation sessions in person or, for legal entities, through duly authorized and empowered representatives of the entity, whose complete contact details shall be communicated in writing to the mediator, to the other party or parties and to the Secretariat. The parties may be represented, assisted and accompanied by persons of their choice. Proof of authority of a representative may be requested at any time.

## **CONFIDENTIALITY**

### **Article 13**

1. The mediation is confidential. No observation, statement or proposition made during the mediation or documents prepared for the purposes of the mediation may be disclosed outside of the mediation or subsequently used without the prior written consent of all persons involved in the mediation, even in the event of litigation or arbitration, except to the extent necessary to enforce a written settlement agreement that concludes the mediation or if otherwise required by law.

2. The mediation sessions are private. With the consent of the mediator, the parties may agree that persons other than the parties themselves, their representatives, legal counsel or advisors may attend the sessions.

3. Unless the parties expressly agree otherwise, a mediator cannot act as an arbitrator, judge, expert, or as a representative, legal counsel or advisor of one party in any subsequent proceedings relating to the same dispute or involving any of the parties to the mediation after the Request for Mediation has been validly submitted to the Secretariat.

4. The Secretariat shall retain the main documents of the file for a period of 10 years after the end of the mediation.

5. During and after the settlement of the dispute or the end of the mediation, neither the Swiss Arbitration Centre, nor the Chambers of Commerce, nor their staff, executives and



board members, nor the mediators, arbitrators, members of the Advisory Council, nor any experts appointed by them shall be under any obligation to make statements to any person or tribunal about any matter concerning the mediation, nor shall a party seek to make any of these persons a witness, or otherwise provide testimony or evidence, in any legal or other proceedings arising out of or in relation to the mediation, except to the extent necessary to enforce a written settlement agreement that concludes the mediation.

## SEAT OF THE MEDIATION

### Article 14

If the parties have not determined the seat of the mediation, or if the designation of the seat is unclear or incomplete, the seat of the mediation shall be deemed to be at the place of the Secretariat's office where the Request for Mediation was submitted. Meetings may be held at any other place.

## APPLICABLE LAW

### Article 15

1. Unless otherwise agreed by the parties, the conduct of the mediation is subject to Swiss law.

2. The relationship between the Swiss Arbitration Centre and any person participating in the mediation (parties, parties' representatives, legal counsel, advisors, mediator(s), expert(s), etc.) is subject to Swiss law.

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## Section V. End of the Mediation and Certification thereof

## END OF THE MEDIATION AND CERTIFICATION THEREOF

### Article 16

1. A mediation shall be deemed to have ended:
- upon the signing by all parties of a settlement agreement putting an end to the dispute;
  - at any time after the mediator has provided the parties with a written note, pursuant to Article 11(2), if a party notifies the mediator and the Secretariat in writing of its decision to terminate the mediation and the remaining parties do not wish to continue;
  - at any time after the mediator has provided the parties with a written note, pursuant to Article 11(2), if, in the opinion of the mediator, further efforts would not contribute to a resolution of the dispute and he or she notifies the parties and the Secretariat in writing of his or her decision to terminate the mediation;
  - upon expiration of any time limit set by the parties or the mediator for the resolution of the dispute, if not extended

- by agreement of all parties and the mediator;
- in the event of non-payment, by the parties, of the Deposit according to Article 25, or of the Administrative Costs according to Section 2 of Appendix B, within the time limit set respectively by the mediator or by the Secretariat.

2. The mediator shall promptly inform the Secretariat of the end of the mediation in a written note indicating the date of termination and whether the mediation resulted in full, partial, or no settlement.

3. In multi-party mediations, if one party or some of the parties decide to withdraw from the mediation:

- the remaining parties shall promptly inform the Secretariat in writing whether they wish to continue the mediation, and if so, with the appointed mediator;
- the mediator shall promptly inform the Secretariat in writing of the withdrawal of the party or parties from the mediation, and indicate whether he or she agrees to continue the mediation with the remaining parties.

4. The Secretariat shall confirm in writing to the parties and the mediator the end of the mediation.

5. When a Responding Party defaults or does not agree to mediate with the Requesting Party within the time limit set by the Secretariat, the mediation shall be deemed to have ended. The Requesting Party shall, however, be deemed to have validly fulfilled its obligation to submit the dispute, controversy or claim to mediation in accordance with the Rules, and shall be allowed to proceed with the subsequent procedural steps available to it, notably arbitration or litigation.

6. Upon request of the parties or the mediator, the Secretariat shall provide the parties and the mediator with a mediation certificate confirming that the mediation took place between the parties and stating whether it led to a settlement. The Secretariat may also provide a certificate stating that a mediation could not take place, with reasons. The Secretariat may request the parties or the mediator to submit any document deemed relevant for the certification of the mediation. Such documents shall be provided in English, German, French or Italian, or officially translated into one of these languages.

## SETTLEMENT AGREEMENT AND CERTIFICATION THEREOF

### Article 17

1. Unless otherwise agreed by the parties in writing, no settlement is reached until it has been made in writing and signed by the relevant parties.

2. Upon request by one or more signatory parties and if provided by the mediator with a signed original hard copy of



the settlement agreement, the Secretariat may issue certified copies of the settlement agreement to the requesting signatory parties.

3. Upon request by one or more signatory parties and if the mediator confirms in writing that he or she witnessed the parties signing the settlement agreement, or if the parties sign the settlement agreement at the Secretariat's office in the presence of an employee of the Secretariat, the Secretariat may provide the requesting signatory parties with a certificate of authenticity of the settlement agreement.

4. The Secretariat may request the parties or the mediator to submit any document deemed relevant for the certification of the settlement agreement. Such documents shall be provided in English, German, French or Italian, or officially translated into one of these languages.

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## Section VI. Mediation and Arbitration

### RECOURSE TO ARBITRATION

#### Article 18

1. The parties may agree in writing at any time to submit their dispute or any part of it to the Swiss Arbitration Centre for arbitration in accordance with the Swiss Rules of International Arbitration. Either party may then initiate arbitration proceedings under those Rules by submitting a Notice of Arbitration pursuant to Article 3 of the Swiss Rules of International Arbitration. If the parties settle the dispute during the arbitration proceedings, Article 36 of the Swiss Rules of International Arbitration shall apply to any award on agreed terms.

2. The parties may agree in writing at any time to refer their dispute or any part of it to arbitration in accordance with other arbitration rules.

### MEDIATION DURING THE COURSE OF ARBITRATION PROCEEDINGS

#### Article 19

1. In all arbitration proceedings pending before the Swiss Arbitration Centre, a party or the arbitrator(s) may suggest that the parties seek to amicably resolve the dispute, or any part of it, by recourse to mediation.

2. If the parties to an arbitration agree to mediation under the Rules, the Secretariat, upon receipt of the Request for Mediation and the Registration Fee, shall proceed with the selection of the mediator pursuant to Section II.

## Section VII. Exclusion of Liability

### EXCLUSION OF LIABILITY

#### Article 20

Neither the Swiss Arbitration Centre, nor the Chambers of Commerce, nor their staff, executives and board members, nor the mediators, arbitrators, members of the Advisory Council, nor any experts appointed by them shall be liable for any act or omission in connection with any mediation conducted under the Rules, except if the act or omission is shown to constitute their own intentional wrongdoing or gross negligence.

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## Section VIII. Costs

### MEDIATION COSTS

#### Article 21

The costs, fees and expenses of the Swiss Arbitration Centre and the mediator (the "Mediation Costs") are determined pursuant to the Schedule of Costs (Appendix B) in force on the date the Request for Mediation is submitted to the Secretariat.

### APPORTIONMENT OF THE MEDIATION COSTS

#### Article 22

1. Unless otherwise agreed by the parties, all Mediation Costs shall be shared equally amongst the parties. The parties are jointly and severally liable for the payment of all the Mediation Costs.

2. Unless otherwise agreed by the parties, all personal expenses incurred by a party in relation to the mediation (for example its legal fees, hotel, travel, etc.) are borne by that party and are not included in the Mediation Costs.

### COSTS AND FEES OF THE SWISS ARBITRATION CENTRE

#### Article 23

1. The costs and fees of the Swiss Arbitration Centre according to Appendix B include:

- (a) the non-refundable Registration Fee;
- (b) Administrative Costs;
- (c) Certification and Authentication Fees pursuant to Articles 16(6) and 17(2) and (3), respectively.

2. All costs and fees of the Swiss Arbitration Centre shall be paid to, or deposited with, the Swiss Arbitration Centre as indicated by the Secretariat.

3. If the Registration Fee or the Administrative Costs, including their possible increase, are not paid in full and within the specified time limit (if applicable), the mediation shall not proceed. The Secretariat shall instruct the mediator in writing to stay or terminate the mediation.

### **THE MEDIATOR'S FEES AND EXPENSES**

#### **Article 24**

1. The parties are responsible for paying the fees and expenses of the mediator. Unless otherwise agreed by the parties and the mediator, the mediator's fees are calculated on the basis of the time spent by the mediator in the mediation including his preparation time at the hourly rate agreed by the parties and the mediator prior to the mediation.

2. The mediator shall request the parties to pay a Deposit in order to cover, at a minimum, the mediator's initial fees and expenses.

3. At any later time during the mediation, the mediator may request each party to deposit an equal amount (unless otherwise agreed) as advance payment towards the fees and expenses of the mediator for the mediation. The mediator shall inform the Secretariat in writing accordingly.

4. Any disagreement regarding the mediator's fees and/or expenses shall be submitted to the Advisory Council.

### **DEPOSIT FOR THE MEDIATOR'S FEES AND EXPENSES**

#### **Article 25**

1. The mediator shall hold the Deposit to be paid by the parties in his or her professional bank account.

2. If the required Deposit is not received in full by the mediator within the specified time limit, the mediator may stay or terminate the mediation and shall promptly inform the Secretariat in writing accordingly.

3. Upon request of the mediator, the Secretariat may hold the Deposit to be paid by the parties in a dedicated bank account.

### **STATEMENT OF THE MEDIATOR'S FEES AND EXPENSES**

#### **Article 26**

1. At the end of the mediation, the mediator shall provide an invoice for his or her fees and expenses to the parties, with a copy to the Secretariat.

2. The invoice shall include the details of the expenses incurred in the course of the mediation, the time spent by the mediator, the agreed rate, any applicable tax, and all payments received from the parties.

3. Any payment in excess will be reimbursed to the parties in proportion to their respective payments.

## **Appendix A: Offices and Bank Account of the Secretariat**

### **BANK ACCOUNT**

For updated information on our bank account details  
please visit our website on the following page:

[www.swissarbitration.org/centre/mediation/mediation-logistics/](http://www.swissarbitration.org/centre/mediation/mediation-logistics/)

All payments must be made in Swiss francs (CHF) and  
received net of any banking fees.

### **ADDRESSES OF THE SECRETARIAT:**

#### **Swiss Arbitration Centre**

Boulevard du Théâtre 4

1204 Geneva

Switzerland

Phone: +41 22 819 91 57

E-mail: [centre@swissarbitration.org](mailto:centre@swissarbitration.org)

#### **Swiss Arbitration Centre**

Löwenstrasse 11 - P.O. Box

8021 Zurich

Switzerland

Phone: +41 44 217 40 61

E-mail: [centre@swissarbitration.org](mailto:centre@swissarbitration.org)

#### **Swiss Arbitration Centre**

Corso Elvezia 16 - P.O. Box

6901 Lugano

Switzerland

Phone: +41 91 911 51 11

E-mail: [centre@swissarbitration.org](mailto:centre@swissarbitration.org)

## Appendix B: Schedule of Costs of Mediation

(effective as of 1 June 2021 and applicable to all mediations commenced on or after that date)

For possible amendments to this Appendix B, please visit our website: [www.swissarbitration.org/centre/mediation](http://www.swissarbitration.org/centre/mediation).

(All amounts in this Appendix B are in Swiss francs, hereinafter "CHF" and payable net of any bank charges)

### 1. REGISTRATION FEE

1.1 A non-refundable Registration Fee of CHF 1,000 is due for each party to the mediation. If the number of parties increases during the mediation, additional Registration Fees will be charged accordingly.

1.2 The Registration Fee shall be paid by the Requesting Party, or by the parties in equal shares if the Request for Mediation is submitted jointly, unless the parties have agreed otherwise.

1.3 For Simplified Designation Procedures pursuant to Article 5, the Registration Fee is CHF 1,000 for two parties. If the mediation in Simplified Designation Procedures involves more than two parties, an additional Registration Fee of CHF 250 per additional party shall be paid.

1.4 If the parties do not agree to, or do not jointly request, the Simplified Designation Procedure, the Registration Fee shall be paid in accordance with Section 1.1 above.

1.5 If the subject matter described in the Request for Mediation is already the subject of a Notice of Arbitration under the Swiss Rules of International Arbitration filed with the Swiss Arbitration Centre, the Registration Fee for the mediation shall be divided by two.

### 2. ADMINISTRATIVE COSTS

2.1 Administrative Costs fixed by the Secretariat shall be payable to the Swiss Arbitration Centre, in addition to the Registration Fee, as follows:

- CHF 2,500, if the amount in dispute is between CHF 50,000 and CHF 2,000,000;
- CHF 8,000, if the amount in dispute is between CHF 2,000,001 and CHF 5,000,000;
- CHF 13,000, if the amount in dispute is between CHF 5,000,001 and CHF 10,000,000;
- CHF 17,000, if the amount in dispute is between CHF 10,000,001 and CHF 20,000,000;
- CHF 20,000, if the amount in dispute is between CHF 20,000,001 and 50,000,000;
- CHF 23,000, if the amount in dispute is above CHF 50,000,000.

- CHF 8,000, if the amount in dispute is not, or cannot, be quantified, unless the Secretariat determines that another amount is appropriate in view of the nature of the dispute and the complexity of the case.

2.2 If the amount in dispute is quantified or increases during the mediation, the mediator shall inform the Secretariat, which adjusts and charges the Administrative Costs accordingly.

2.3 In addition to the Administrative Costs computed on the basis of the scale in Section 2.1 of this Appendix B, the following items form part of the Administrative Costs:

- (a) an additional non-refundable fee of CHF 1,000 payable by the parties in equal shares in the event that the parties request the Secretariat to appoint or confirm more than one mediator, or to replace a mediator;
- (b) an annual fee of CHF 2,000 payable by the parties in equal shares in the event of an agreed stay of proceedings or, as the case may be, by the party which requested the stay of proceedings, if a mediation is in abeyance for more than three months.

### 3. CERTIFICATION AND AUTHENTICATION FEES

3.1 A party requesting a mediation certificate shall pay a Certification Fee of CHF 500 per certificate and will be invoiced for any costs incurred by the Swiss Arbitration Centre.

3.2 A party requesting a certified copy of the settlement agreement shall pay a Certification Fee of CHF 300 per certified copy and will be invoiced for any costs incurred by the Swiss Arbitration Centre.

3.3 A party requesting a certificate of authenticity of the settlement agreement shall pay an Authentication Fee of CHF 1,000 per certificate and will be invoiced for any costs incurred by the Swiss Arbitration Centre.