

## ***Schedule of Fees***

### DOMESTIC MEDIATION

#### **a) *Registration Fee***

A non-refundable registration fee of RM150.00 is payable by the party initiating Mediation (Rule 3(e)).

#### **b) *Administrative Costs***

The Administrative Costs for Mediation shall be fixed at RM500.00 per case.

#### **c) *Mediator's Fee***

- i) RM3500.00 per day; and
- ii) RM450.00 per hour for review of documents and related works.

## INTERNATIONAL MEDIATION

### **a) *Registration Fee***

A non-refundable registration fee of USD50.00 is payable by the party initiating Mediation (Rule 3(e)).

### **b) *Administrative Costs***

The Administrative Costs for Mediation shall be fixed at USD250.00 per case.

### **c) *Mediator's Fee***

- i) USD6000.00 per day; and
- ii) USD750.00 per hour for review of documents and related works.

**Schedule A**

**Confidentiality Agreement and Undertaking**

**Parties:**

..... And

..... And

..... (**"The Mediator"**)

(have entered into a Mediation Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_ in accordance with which the Mediator will conduct a mediation.

1. The undersigned acknowledge by their signatures that they attend the mediation on the basis of their agreement to the terms of clause 2 and 3 below.
2. Each of the undersigned undertakes to the parties and the Mediator:
  - a) to keep confidential to themselves and any persons to whom by reason of the terms of their employment or any contract of insurance they may properly communicate it, all information disclosed during the Mediation including the preliminary steps (**"confidential information"**);

- b) not to act contrary to the undertaking in sub-paragraph (a) unless compelled by law to do so or with the consent of the party who disclosed the confidential information;
  - c) not to use confidential information for a purpose other than the Mediation.
3. Each of the undersigned undertakes to the parties and the Mediator that the following will be privileged and will not be disclosed in or relied upon or be the subject of any subpoena to give evidence or to produce documents in any arbitral or judicial proceedings between the parties to the Mediation:
- a) any settlement proposal whether made by a party or the Mediator;
  - b) the willingness of a party to consider any such proposal;
  - c) any admission or concession made by a party
  - d) any statement or document made by the Mediator.
4. The parties acknowledge that the mediator may disclose information during or obtained in connection with the mediation in any one or more of the following circumstances:
- a) with the consent of the person from whom the information was obtained;
  - b) in connection with the fact that an agreement or arrangement has been reached and as to the substance of the agreement or arrangement;

- c) if there are reasonable grounds to believe that the disclosure is necessary to prevent or minimise the danger of injury to any person or damage to any property;
- d) if the disclosure is reasonably required for the purpose of referring any party or parties to a mediation session to any person, agency, organisation, Bar Association, Law Society or other body and the disclosure is made with the consent of the parties to the mediation session for the purpose of aiding in the resolution of a dispute between those parties or assisting the parties in any other manner;
- e) in accordance with a requirement imposed by or under a law of a country or a state.

.....  
Signature

.....  
Print Name

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Signature

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Print Name

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Signature

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Print Name

**Schedule B****Model Mediation Clause**

*“Where, in the event of a dispute arising out of or relating to this contract, the parties wish to seek an amicable settlement of that dispute by mediation, the mediation shall take place in accordance with the Kuala Lumpur Regional Centre for Arbitration Rules for Mediation as at present in force.”*