SINGAPORE MEDIATION CENTRE
MEDIATION PROCEDURE RULES

1. Introduction

1.1 These Rules shall be known as the SMC Mediation Procedure Rules ("**Rules**").

1.2 Subject to Rule 1.3, the Rules shall apply to and govern every mediation which is, or which is to be:

(a) conducted under any mediation service ("**Mediation Service**") for the time being provided by the Singapore Mediation Centre ("**SMC**"); or

(b) conducted under any dispute resolution scheme administered or implemented for the time being by SMC ("**Dispute Resolution Scheme**"); or

(c) otherwise administered by, or conducted under the auspices of, SMC

(any such mediation being referred to in these Rules as a "**Mediation**", and the administrative and support services provided or to be provided by SMC in relation to a Mediation as "**Services**").

1.3 Where a Mediation is or is to be conducted under a Mediation Service or a Dispute Resolution Scheme and rules have been promulgated specifically for that Mediation Service or that Dispute Resolution Scheme ("**Specific Rules**"), the Specific Rules shall apply to and govern that Mediation. If the Specific Rules stipulate that they are supplemental to or shall be read together with these Rules, the Specific Rules together with these Rules shall apply to and govern that Mediation. In that event, if there is any inconsistency between the Specific Rules and these Rules in their application to the Mediation, the Specific Rules shall prevail.

1.4 For the avoidance of doubt, a Mediation shall be a "*mediation*" within the meaning of the Mediation Act 2017 ("**Mediation Act**").

1.5 Where a Mediation is determined by SMC to be an urgent mediation which must be conducted within 5 days:

(a) Any provision of the Rules which requires or provides for an act to be done within a certain number of days shall not apply;

(b) Instead, that act shall be done within the time as specified by SMC in relation to that Mediation, failing which SMC shall be entitled (but not obliged) to terminate the Services and cease all further action in relation to that Mediation;

(c) The Mediation shall be conducted on such date as fixed by SMC, failing which SMC shall be entitled (but not obliged) to terminate the Services and cease all further action in relation to that Mediation.

1.6 The annexes to these Rules form part of the Rules.

1.7 In these Rules, unless the context otherwise requires;

(a) words and expressions importing the singular shall include the plural, and *vice-versa*;

(b) words and expressions importing any gender shall include all other genders;

(c) words and expressions importing a person shall include a natural person, a firm, company, corporation and any incorporated or unincorporated entity;

(d) a reference to an Annex is to an annex to these Rules;

(e) a reference to these Rules includes the Annexes;

(f) a reference to Specific Rules includes their annexes, if any;

(g) a reference to "***days***" is to working days, unless otherwise stated;

(h) a "***working day***" means a day which is not a Saturday, Sunday or public holiday in Singapore;

(i) a reference to the "***Fee Schedule***" is to the Fee Schedule set out in Annex B;

(j) a reference to "***Filing Fee***" is to the non-refundable filing fee provided in the Fee Schedule;

(k) a reference to "***Mediation Fee***" is to the Mediation Fee provided in the Fee Schedule;

(l) a reference to "***Additional Charges***" is to the additional charges as defined and prescribed in the Fee Schedule;

(m) a reference to the "***Code of Conduct***" is to the Code of Conduct set out in Annex C;

(n) in relation to a Mediation:

(i) "***Parties***" means the parties participating or who have agreed to participate in that Mediation, and "***Party***" means any such party;

(ii) "***Mediator***" means the mediator who is or will be conducting that Mediation;

(iii) "***Party-Selected Mediator***" means the Mediator who has been selected by the Parties themselves to conduct that Mediation;

(iv) "***Mediation Date***" means the date fixed by SMC for the conduct of that Mediation;

(v) "***Agreement to Mediate***" means an agreement to mediate, such agreement being in the form set out in Annex D;

(vi) "***Case Summary***", in relation to any Party, means a summary of that Party's case provided by that Party to the Mediator, the other Party and SMC prior to the Mediation Date;

(vii) "***Mediation Documents***" means copies of the documents referred to in the Case Summary;

(o) a reference to a "***mediation session***" is to a meeting which is, or is to be, convened for the purpose of conducting a mediation;

(p) a reference to a "***meeting***" includes a meeting convened in-person, virtually or online, whether with real-time or asynchronously-timed and verbal or written communication, in any physical premises or on any video conferencing or an Online Platform, as well as a meeting which is a combination of any or more of these features;

(q) the expression "***Online Platform***" means such online platform as prescribed by SMC (including in relation to any Dispute Resolution Scheme) and that enables documents to be prepared and/or filed online with SMC for use in Mediations and/or meetings to be convened virtually or online and/or communications to be effected electronically by or between or among the Parties and the Mediator for the purpose of Mediation; and

(r) a reference to a form set out in any Annex includes the same form that is available on the Online Platform.

1.8 Where a document is to be submitted by a Party to SMC under the Rules that document may be submitted by email, provided that if an Online Platform has been established for the submission of such document at the time when the document is required to be submitted, that document shall be submitted using the Online Platform.

2. Request for Mediation

2.1 A Party requesting for or initiating a Mediation ("**Requesting Party**") shall submit to SMC a duly completed and signed Request for Mediation in the form set out in Annex A ("**Request**").

2.2 The Requesting Party shall state in the Request:

(a) the names of all of the parties (including the Requesting Party) who are to participate in the Mediation ("**Identified Parties**", each an "**Identified Party**");

(b) whether all of the Identified Parties have agreed to participate in the Mediation; and

(c) the name of the Identified Party who has not (or not yet) agreed to participate in the Mediation, if any ("**Unconfirmed Party**").

2.3 Where an Unconfirmed Party is identified in the Request, Rules 2.4 and 2.5 shall apply.

2.4 During the period of 7 days from the date of receipt by SMC of the Filing Fee from the Requesting Party pursuant to Rule 3 ("**Receipt Date**"), SMC shall communicate with the Unconfirmed Party (if any) and seek to obtain his agreement to participate in the Mediation.

2.5 If, at the expiry of the period of 7 days from the Receipt Date, the Unconfirmed Party has not agreed to participate in the Mediation, then:

(a) if there is another Identified Party, apart from the Requesting Party, who has agreed to participate in the Mediation ("**Remaining Identified Party**"), the Mediation may proceed between the Remaining Identified Party and the Requesting Party. This is provided that the Remaining Identified Party and the Requesting Party shall, within 14 days from the Receipt Date, confirm in writing to SMC that they agree to proceed with the Mediation between themselves and in the absence of the Unconfirmed Party.

(b) if the Remaining Identified Party and the Requesting Party fail to confirm their agreement, SMC shall be entitled (but not obliged) to terminate the Services and cease all further action in relation to the Request.

(c) if there is no other Identified Party, apart from the Requesting Party, who has agreed to participate in the Mediation, SMC shall terminate the Services and cease all further action in relation to the Request.

3. Filing Fee

3.1 Each Party shall pay the Filing Fee to SMC as follows:

(a) if no Unconfirmed Party is identified in the Request, the Requesting Party and each Identified Party shall pay the Filing Fee to SMC within 3 days from the date of submission of the Request by the Requesting Party to SMC ("**Request Date**").

(b) if an Unconfirmed Party is identified in the Request:

(i) the Requesting Party shall pay the Filing Fee to SMC within 3 days from the Request Date;

(ii) each Remaining Identified Party (if any) shall pay the Filing Fee to SMC within 3 days from the Request Date; and

(iii) the Unconfirmed Party shall pay the Filing Fee to SMC within 3 days from its agreement to participate in the Mediation.

3.2 If any Party fails to pay the Filing Fee to SMC in accordance with Rule 3.1, SMC shall be entitled (but not obliged) to terminate the Services and cease all further action in relation to the Request.

3.3 The Filing Fee shall be in such amount as prescribed in the Fee Schedule.

4. Date of Mediation

4.1 Subject to Rule 4.4, as soon as practicable after SMC receives full payment of the Filing Fee from all of the Parties in accordance with Rule 3 ("**Filing Fee Receipt Date**"), SMC shall fix the date for the conduct of the Mediation, in consultation with the Parties.

4.2 Where the Parties have themselves selected the mediator for the Mediation, the Parties' proposed date(s) of the Mediation shall be confirmed by SMC upon the agreement of the Parties and the Party-Selected Mediator.

4.3 Subject to Rules 4.5 and 9.6, the Mediation shall be conducted on the Mediation Date.

4.4 If SMC is unable to fix the date for the conduct of the Mediation by the expiry of 45 days from the Filing Fee Receipt Date, SMC shall be entitled (but not obliged) to terminate the Services and cease all further action in relation to the Mediation.

4.5 If, after the Mediation Date has been fixed, SMC for any reason determines that the Mediation cannot be conducted on the Mediation Date, the following provisions shall apply:

(a) SMC may at its discretion re-fix the date for the conduct of the Mediation with the agreement of the Parties (and the appointed Mediator, if any), in which event the Mediation shall be conducted on the date so re-fixed by SMC, and references in these Rules to the "*Mediation Date*" shall be references to the date so re-fixed by SMC.

(b) if SMC at its discretion elects not to re-fix the date for the conduct of the Mediation or if, by the expiry of 7 days from the date on which SMC notifies the Parties (and the appointed Mediator, if any) of the re-fixing of the date for the conduct of the Mediation, SMC is unable to fix a new date for the conduct of the Mediation, SMC shall be entitled (but not obliged) to terminate the Services and cease all action in relation to the Mediation.

5. Appointment of Mediator

5.1 The Mediator shall be appointed by SMC.

5.2 Where the Parties have themselves selected the Party-Selected Mediator, SMC shall appoint the Party-Selected Mediator as the Mediator.

5.3 Where the Parties have not selected the mediator for the Mediation or cannot mutually agree on the mediator to be appointed, SMC shall select and appoint one or more persons to be the Mediator. If the Parties have any criteria for the choice of mediator, they should indicate such criteria to SMC as promptly as possible and SMC may take them into consideration, but the selection and appointment of the Mediator shall be at SMC's sole and absolute discretion.

5.4 The Mediator, if he is not a Party-Selected Mediator, shall abide by these Rules, including the Fee Schedule and the Code of Conduct. If the Mediator is a Party-Selected Mediator, he shall abide by these Rules (including the Code of Conduct but excluding the Fee Schedule) and the quotation or statement of his fees that he has submitted to or agreed with SMC.

6. Replacement of Mediator

6.1 If a Mediator resigns from his appointment before the Mediation Date or is for any reason unwilling or unable to conduct the Mediation on the Mediation Date, the following provisions shall apply:

(a) if the Mediator is a Party-Selected Mediator, SMC shall appoint another Party-Selected Mediator (or a mediator selected by SMC at its discretion if so requested by the Parties) to conduct the Mediation on the Mediation Date;

(b) if the Mediator is not a Party-Selected Mediator, SMC shall select at its own discretion and appoint another mediator to conduct the Mediation on the Mediation Date, provided that SMC shall not be obliged to do so if there is

already another Mediator who has been appointed and who is able and willing to conduct the Mediation on the Mediation Date.

6.2 In any event, where a Mediator is not a Party-Selected Mediator, SMC shall be entitled, without giving any reasons to the Parties, to terminate the appointment of that Mediator at any time. SMC shall select and appoint another mediator to replace the Mediator whose appointment has been terminated, but is not obliged to do so if there is a remaining Mediator who is able and willing to conduct the Mediation.

6.3 References in these Rules to "*Mediator*" shall include a mediator who is appointed pursuant to this Rule 6.

7. Agreement to Mediate

7.1 Within 7 days from the date of appointment of the Mediator and in any event before the conduct of the Mediation, the Parties, the Mediator and SMC shall enter into an Agreement to Mediate.

7.2 The Agreement to Mediate may take the form of an electronic record and may be signed by the Parties, the Mediator and SMC by applying their respective electronic signatures, and may be so signed in any number of counterparts, all of which taken together and when delivered to one another, including by scanned electronic copies, shall constitute one and the same document.

7.3 If the Online Platform is available for use at the time when the Agreement to Mediate is to be entered into, the Agreement to Mediate shall be signed and submitted to SMC using the Online Platform, unless otherwise required by SMC.

8. Case Summary

8.1 At least 5 days before the Mediation Date (or such other period as SMC may prescribe from time to time), each Party shall provide to the Mediator, the other Party and SMC the following:

(a) Case Summary based on the Case Summary Guideline set out in Annex E; and

(b) Mediation Documents that the Party wishes to rely on at the Mediation.

8.2 A Party may submit only to the Mediator any information which that Party does not wish to disclose to the other Party ("**Private Information**"). The Private Information shall be in writing and identified as being information which is provided only to the Mediator, and shall be provided to the Mediator together with the Case Summary and Mediation Documents.

8.3 Where the Case Summary and Mediation Documents (together with the Private Information, if any) are submitted in the form of an electronic record, they shall not exceed in the aggregate 10 MB in file size.

8.4 For the avoidance of doubt, it is not SMC's responsibility to enforce compliance with this Rule 8 by any Party.

9. Mediation Fee and Additional Charges

9.1 In addition to the Filing Fee, each Party shall pay to SMC a Mediation Fee for the Mediation as follows:

(a) where the Mediator is a Party-Selected Mediator, the Mediation Fee shall be in an amount as notified by SMC to the Parties.

(b) where the Mediator is not a Party-Selected Mediator, the Mediation Fee shall be in an amount as prescribed in the Fee Schedule and notified by SMC to the Parties.

9.2 The amount of the Mediation Fee as prescribed in the Fee Schedule is based on the total amount of the dispute between the Parties ("**Dispute Amount**") as determined by SMC. The Dispute Amount shall be determined by SMC as follows:

(a) the Dispute Amount shall be the aggregate amount of all of the claims and counterclaims of the Parties forming the subject matter of the Mediation.

(b) in determining the Dispute Amount, SMC shall have regard to the nature of the claims and counterclaims and the reliefs sought, including the amounts of all claims and counterclaims which are quantified by the Parties.

(c) in this regard, SMC may determine the Dispute Amount on the basis of the Request, as well as information provided in the Case Summary and the Mediation Documents provided by the respective Parties.

(d) SMC may also determine the Dispute Amount from information requested from and/or provided by the Mediator with regard to the amounts of the claims and counterclaims of the Parties disclosed during the Mediation. Notwithstanding Rule 14.3, the Mediator shall be entitled to disclose and provide such information to SMC either on his own initiative or at the request of SMC and, without prejudice to Rule 14.5, SMC shall be entitled to request and/or receive such information from the Mediator.

9.3 Each Party shall also pay to SMC the Additional Charges where applicable.

9.4 The Mediation Fee and the Additional Charges shall be paid by the Parties to SMC at such time as SMC may specify.

9.5 The Parties shall also pay to SMC, at such time as SMC may specify, such deposits to account of the Mediation Fee and/or the Additional Charges as may from time to time be required by SMC.

9.6 If the Parties or any of them shall fail to pay any amount to SMC as required under this Rule 9, SMC shall be entitled (but not obliged) to:

(a) re-fix the date for the conduct of the Mediation until after that amount has been paid in full to SMC, in which event the Mediation shall be conducted on the date so re-fixed by SMC, and references in these Rules to the "*Mediation Date*" shall be references to the date so re-fixed by SMC; or

(b) terminate the Services and cease all further action in relation to the Mediation. Such termination shall be without prejudice to the liability of the Parties to pay such fees, charges and expenses that have already accrued due to SMC or which have already been incurred by SMC at the time of termination of the Services. Unless otherwise provided in the Rules, such fees, charges and expenses shall be borne and paid by the Parties in equal proportions.

9.7 If there is any inconsistency between the provisions of this Rule 9 and those of the Fee Schedule, the provisions of the Fee Schedule shall prevail.

10. Conduct of Mediation

10.1 Parties who are individual persons or unincorporated entities should attend the Mediation in person. Parties who are companies or incorporated entities may appoint duly authorised representatives to attend the Mediation. Each Party shall ensure that it is represented at the Mediation by a person who is duly authorised to enter into a binding and enforceable settlement agreement on behalf of that Party in respect of the dispute to which the Mediation relates.

10.2 The Mediation may be conducted by way of a physical mediation session or by video conferencing or on the Online Platform or a combination of these or by one alternating with the other.

10.3 Where the mediation is conducted by video conferencing or otherwise on the Online Platform:

(a) the video conferencing platform to be used (if otherwise than on the Online Platform) shall be as prescribed by SMC ("Prescribed Platform");

(b) the Parties shall not hold the Mediator or SMC or any of its officers, employees, agents or contractors liable or responsible in any respect for the use of the Prescribed Platform or the Online Platform for the conduct of the Mediation or any consequence arising from it; and

(c) SMC shall provide the login details and password for the mediation session where necessary. If a password is provided by SMC, the Parties shall keep

the password secure and shall not disclose the password (whether intentionally or otherwise) to any third party or unauthorised person.

10.4 Where the Mediation is conducted by way of a physical session at SMC's premises:

(a) SMC shall implement, and the Parties, their representatives and the Mediator shall observe, comply with and abide by, all measures and requirements as are prescribed by or under the laws of Singapore or any rules and guidelines promulgated or issued by the relevant authorities in relation to the prevailing public health situation (collectively "**Health Measures**");

(b) if a Party or any of that Party's representatives breaches any Health Measure during the physical mediation session, that Party shall indemnify SMC against any loss, damage, cost, expense, claim, demand or action suffered or incurred by SMC by reason of or arising from such breach;

(c) the Parties shall jointly and severally indemnify SMC against any loss, damage, cost, expense, claim, demand or action suffered or incurred by SMC by reason of or arising from any damage to any property or injury to any person caused by any Party or its representatives during the physical mediation session or otherwise in the course of the Mediation.

10.5 Regardless of whether the mediation is conducted by way of a physical session (whether or not it is conducted at SMC's premises) or by video conferencing or on the Online Platform:

(a) to ensure the confidentiality of the Mediation, SMC shall restrict attendance at the Mediation to counsel or representatives who are notified in writing to SMC at least 5 days prior to the commencement of the mediation session ("**Authorised Participants**"). The Authorised Participants shall not permit any unauthorised person to gain access to the mediation session in any manner;

(b) SMC may restrict the number of persons by whom each Party may be represented at the Mediation;

(c) all recording and/or photography in any form or medium is strictly prohibited;

(d) SMC shall have the right to summarily exclude from the Mediation and/or SMC's premises any person who fails, refuses or neglects to comply with this Rule 10.

10.6 Where a Party requires an interpreter or any other assistance for the Mediation ("**Party Requirement**"):

(a) the Party shall notify SMC of the Party Requirement and request the same at least 5 days prior to the Mediation Date;

(b) SMC may but shall not be obliged to assist the Party with the Party Requirement;

(c) where a Party requires an interpreter for the purposes of the Mediation, the interpreter shall be engaged directly by that Party at its own cost.

10.7 The Mediator may conduct the proceedings at the Mediation in any manner as he sees fit.

11. Commencement and Postponement of Mediation Session

11.1 The mediation session for the conduct of a Mediation shall commence at the appointed time on the date fixed for that mediation session and shall continue until the Mediator closes that session, at which time that mediation session will end.

11.2 If no settlement is reached at the end of a mediation session and the Parties wish to continue with the Mediation in another mediation session, the following provisions shall apply:

(a) SMC shall fix the date for the next mediation session in consultation with the Parties ("**Continuation Date**"), and the Mediation shall continue on the Continuation Date;

(b) the Mediation on the Continuation Date may be conducted by the same Mediator who conducted the Mediation in the preceding mediation session, or by another Mediator;

(c) a fresh set of the Mediation Fee and Additional Charges shall be payable by the Parties under Rule 9 in relation to the mediation session on the Continuation Date;

(d) Rule 10 shall apply to the mediation session on the Continuation Date;

(e) if SMC is unable to fix a date for the next mediation session within 45 days from the date of the preceding mediation session, SMC shall be entitled (but not obliged) to terminate the Services and cease all further action in relation to the Mediation.

Postponement with more than 5 days' notice

11.3 If the Parties wish to postpone a mediation session prior to its commencement and notify SMC of such postponement more than 5 days prior to the date fixed for that mediation session, the following provisions shall apply:

(a) upon SMC being notified, SMC shall re-fix the date for the mediation session;

(b) if SMC is unable to re-fix a date for the mediation session within 45 days from the date originally fixed for the mediation session, SMC shall be entitled (but not obliged) to treat the Mediation as having been cancelled by the Parties;

(c) if the date originally fixed for the mediation session has already been postponed twice or more times and the notification is of a postponement for the third or more times, SMC shall be entitled to treat the Mediation as having been cancelled by the Parties.

Postponement with less than 5 days' notice

11.4 Subject to Rule 11.5, if the Parties wish to postpone a mediation session prior to its commencement but notify SMC of such postponement less than 5 days prior to the date fixed for that mediation session, the following provisions shall apply:

(a) upon SMC being notified, SMC shall re-fix the date for the mediation session, in which event each Party shall pay the following:

(i) a postponement fee in an amount equal to 50% of the Mediation Fee; and

(ii) the Mediation Fee and applicable Additional Charges for the Mediation on the date so re-fixed.

(b) if SMC is unable to re-fix a date for the mediation session within 45 days from the date originally fixed for the mediation session, SMC shall be entitled (but not obliged) to treat the Mediation as having been cancelled by the Parties, in which event each Party shall pay a cancellation fee in an amount equal to 50% of the Mediation Fee;

(c) if the date originally fixed for the mediation session has already been postponed twice or more times and the notification is of a postponement for the third or more times, SMC shall be entitled to treat the Mediation as having been cancelled by the Parties, in which event each Party shall pay a cancellation fee in an amount equal to 50% of the Mediation Fee.

Postponement within 24 hours prior to the Mediation Date

11.5 If the Parties wish to postpone a mediation session prior to its commencement but notify SMC of such postponement only within 24 hours prior to the Mediation Date, the following provisions shall apply:

(a) upon SMC being notified, SMC shall re-fix the date for the mediation session, in which event each Party shall pay the following:

(i) a postponement fee in an amount equal to 100% of the Mediation Fee; and

(ii) the Mediation Fee and applicable Additional Charges for the Mediation on the date so re-fixed.

(b) if SMC is unable to re-fix a date for the mediation session within 45 days from the date originally fixed for the mediation session, SMC shall be entitled (but not obliged) to treat the Mediation as having been cancelled by the Parties, in which event each Party shall pay a cancellation fee in an amount equal to 100% of the Mediation Fee;

(c) if the date originally fixed for the mediation session has already been postponed twice or more times and the notification is of a postponement for the third or more times, SMC shall be entitled to treat the Mediation as having been cancelled by the Parties, in which event each Party shall pay a cancellation fee in an amount equal to 100% of the Mediation Fee.

11.6 If a request is made by any Party for a mediation session to be postponed, that request shall be deemed to have been made by all the Parties.

12. Cancellation and Withdrawal of the Mediation

12.1 If the Parties wish to cancel the Mediation and notify SMC of such cancellation more than 5 days prior to the date fixed for the mediation session, the Mediation shall be cancelled.

12.2 Subject to Rule 12.3, if the Parties wish to cancel the Mediation but notify SMC of such cancellation less than 5 days prior to the date fixed for the mediation session, the Mediation shall be cancelled, but each Party shall pay a cancellation fee equal to 50% of the Mediation Fee.

12.3 If the Parties wish to cancel the Mediation but notify SMC of such cancellation within 24 hours prior to the Mediation Date, the Mediation shall be cancelled, but each Party shall pay a cancellation fee equal to 100% of the Mediation Fee.

12.4 If no notification of any postponement or cancellation has been given by the Parties on or before the date fixed for the mediation session, but the Mediation cannot proceed on that date due to the absence of any Party, the Mediation shall be deemed to have been cancelled by the Parties on that date itself, in which event each Party shall pay a cancellation fee in an amount equal to 100% of the Mediation Fee.

12.5 Where a Party ("**Withdrawing Party**") notifies SMC of its withdrawal from the Mediation ("**Withdrawal Notice**"), the following provisions shall apply:

(a) if the Mediation cannot proceed by reason of such withdrawal, the Withdrawal Notice shall be deemed to constitute a notification of the cancellation of the Mediation and Rules 12.1 to 12.4 shall apply.

(b) if there are two or more remaining Parties who agree to proceed with the Mediation in the absence of the Withdrawing Party, the Mediation shall proceed in the absence of the Withdrawing Party.

(c) if a Party refuses for any reason to proceed with the Mediation, that Party shall be deemed to have withdrawn from the Mediation, in which event the date on which such refusal is communicated to SMC (by that Party or any other Party) shall be deemed to be the date on which a Withdrawal Notice is given to SMC.

13. Settlement Agreement

13.1 Any settlement agreement made in or pursuant to a Mediation ("**Settlement Agreement**") shall be in writing and signed by the Parties or authorised representatives of the Parties.

13.2 The Settlement Agreement may take the form of an electronic record and may be signed by the Parties by applying their respective electronic signatures, and may be so signed in any number of counterparts, all of which taken together and when delivered to one another, including by scanned electronic copies, shall constitute one and the same document.

13.3 The Settlement Agreement may be recorded as an order of court pursuant to Section 12 of the Mediation Act.

13.4 The Mediator may (but is not obliged to) assist the Parties in drawing up or preparing the Settlement Agreement or express his views on its terms, but the Mediator bears no responsibility and shall incur no liability for having (or not having) done so. It is for the Parties to seek and obtain independent legal advice to ensure the efficacy and enforceability of the Settlement Agreement and to otherwise address their own interests.

14. Confidentiality

14.1 The provisions contained in this Rule are to be read in conjunction with the Mediation Act, and in particular sections 9, 10 and 11 of the Mediation Act.

14.2 The Mediation shall be conducted in confidence and on a without-prejudice basis. No transcript or formal record will be made, and none of the Parties shall make any audio or video recording, or take photographs of the mediation proceedings.

14.3 All persons involved in the Mediation shall keep confidential and not use for any ulterior or collateral purpose:

(a) the fact that the Mediation is to take place or has taken place;

(b) any views expressed, or suggestions or proposals for settlement made, by a Party in the course of the Mediation;

(c) any and all proposals suggested, or views expressed, by the Mediator;

(d) the fact that a Party had or had not been willing to accept a proposal for settlement made by the Mediator or another Party; and

(e) all information (whether oral or in writing) produced for or arising in relation to the Mediation, including any Settlement Agreement, except as directly necessary to implement and enforce any such Settlement Agreement.

14.4 All documents (including anything stored electronically) and/or any other information produced for, or arising in relation to, or following from the Mediation shall not be discoverable in any proceedings connected with the dispute between the Parties to which the Mediation relates.

14.5 SMC is not to be regarded as a third party to the Mediation. SMC is entitled to obtain, receive and otherwise gain access to any information regarding anything said or done, or any document prepared, or any information provided for the purposes of or in the course of the Mediation, including any Settlement Agreement and its terms. The Mediator shall be at liberty to disclose to SMC (and its officers and employees) the progress, status and outcome of the Mediation, including the making of any Settlement Agreement and its terms.

14.6 Notwithstanding the provisions of this Rule 14, where the Mediation is referred to SMC or conducted under any Mediation Service or Dispute Resolution Scheme of which SMC is an administrator, SMC shall be at liberty to disclose to any other administrator of the Mediation Service or Dispute Resolution Scheme, or to the relevant authority or organisation (if any) by or for whom the Mediation Service or Dispute Resolution Scheme is established, the progress, status and outcome of the Mediation, including the making of any Settlement Agreement.

14.7 In the case of a Mediation which is ordered or referred by any of the Courts of Singapore (the "**Court**"), SMC shall be at liberty to disclose to the Court the progress, status and outcome of the Mediation, including the conduct of the Parties in relation to the Mediation and the making of any Settlement Agreement.

15. Stay of proceedings

15.1 Unless the Parties agree otherwise, but subject to the Mediation Act, the Mediation shall not preclude any Party from commencing any legal proceedings or arbitration against any other Party.

15.2 Where legal proceedings or arbitration have already been commenced, the Mediation shall not operate as a stay of such proceedings or arbitration unless a court or arbitral tribunal, as the case may be, orders otherwise.

15.3 For the purposes of this Rule 15, the reference to "*legal proceedings*" includes any proceedings or action commenced or taken under any written law for the time being in force.

16. Services by SMC

16.1 The Services to be provided by SMC shall comprise the following:

(a) selecting the Mediator, where he is not a Party-Selected Mediator;

(b) appointing the Mediator;

(c) fixing the date for the conduct of the Mediation in accordance with the Rules;

(d) organising the physical venue of the mediation session or the video conferencing platform for the conduct of the Mediation, as the case may be;

(e) drawing up and organising the execution of the Agreement to Mediate;

(f) providing liaison between the Parties and the Mediator; and

(g) providing general administrative support for the conduct of the Mediation.

16.2 For the avoidance of doubt, the Services shall not include the provision of any legal advice nor the interpretation of any legislation or statutory provision.

16.3 Where any Rule refers to a period of time within which any act is to be done or any event is to occur, SMC may at its sole discretion (but subject always to any agreement by which the Parties are bound under which that act is to be done or that event is to occur within a certain period or by a certain date) extend that period or date. Subject always to such agreement, where SMC has extended such a period or date referred to in a Rule, that Rule shall apply as if the period or date referred to in that Rule is replaced by the period or date so extended by SMC.

17. Exclusion of Liability

17.1 The Parties, whether singly or jointly, shall not make any claim against the Mediator and/or SMC (or any of its officers and employees) for any matter in connection with or in relation to or arising from:

(a) the Services provided by SMC; or

(b) the conduct of the Mediation by the Mediator; or

(c) the dispute between the Parties to which the Mediation relates; or

(d) the Settlement Agreement, if any; or

(e) the conduct of any Party in relation to the Mediation, including any non-compliance with the Rules; or

(f) otherwise in relation to the Mediation.

17.2 Without prejudice to Rule 17.1:

(a) the Mediator shall not be liable to any Party for any negligence, act or omission in connection with his conduct of the Mediation or otherwise acting as mediator in the Mediation.

(b) SMC, including its officers and employees, shall not be liable to any Party for any negligence, act or omission in connection with the Services or otherwise in connection with the administration of the Mediation.

(c) SMC is not the agent of the Mediator, and the Mediator shall not be liable for any negligence, act or omission of SMC.

(d) the Mediator is not the agent of SMC, and SMC shall not be liable for any negligence, act or omission of the Mediator.

(e) the Parties shall not call the Mediator or SMC (or any of its employees, officers or representatives) as a witness, consultant, arbitrator or expert in any proceedings in relation to the dispute between the Parties to which the Mediation relates.

18. Termination of the Mediation

18.1 The Mediation shall terminate upon the first to occur of the following events:

(a) SMC terminating the Services pursuant to any of these Rules; or

(b) the Mediation being cancelled or deemed to be cancelled by the Parties pursuant to any of these Rules; or

(c) a Settlement Agreement being made, unless there remains a dispute between the Parties in relation to which the Parties wish to continue the Mediation; or

(d) the Mediator terminating the mediation session without a settlement being reached, and without the Parties indicating that they wish to continue with the Mediation in another mediation session.

18.2 Notwithstanding the termination of the Mediation, SMC shall be entitled to the fees and charges as prescribed in the Fee Schedule and the Mediator to his fee. If such fees and charges (including the Mediator's fee) have not already become due prior to the termination, they shall become due and payable upon such termination.

19. Amendments to the Rules

19.1 SMC reserves the right to amend and/or vary these Rules at any time and from time to time without prior notification and at its sole discretion.

20. Interpretation of Rules

20.1 In the event of any ambiguity or inconsistency in these Rules, SMC's interpretation of the Rules shall be final and binding on the Parties and the Mediator.

Annexes:

Annex A Request for Mediation
Annex B Fee Schedule
Annex C Code of Conduct
Annex D Agreement to Mediate
Annex E Case Summary Guideline

Issued: 1 April 2022