

AGREEMENT TO MEDIATE / ARBITRATE (MED-ARB)

This Agreement is made between:

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and

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(hereinafter called the Parties)

and

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.....

(hereinafter called the Dispute Resolution Facilitator)

1. The Parties hereby appoint the Dispute Resolution Facilitator to assist them to resolve the dispute between the Parties referred to in Schedule 1 therein called (the Dispute) and the Dispute Resolution Facilitator accepts such appointment.
2. The Dispute Resolution Proceeding shall be conducted under the MCBMC Rules of the Malaysia-China Business Mediation Centre (“MCBMC”).
3. The Parties shall not be bound by any comments, suggestions, advice, opinions statements or recommendations of the Dispute Resolution Facilitator in relation to the issues in Dispute.
4. The Dispute Resolution Facilitator may meet with any of the Parties or any of their advisers jointly or separately.
5. The Parties shall co-operate in good faith with each other and the Dispute Resolution Facilitator in an attempt to resolve the Dispute.
6. The Parties shall attend or be represented before the Dispute Resolution Facilitator by persons with full authority to settle the Dispute.
7. Any information disclosed to the Dispute Resolution Facilitator in private shall be treated by the Dispute Resolution Facilitator as confidential unless otherwise agreed.

8. The Parties and the Dispute Resolution Facilitator shall not disclose to anyone not involved in the dispute resolution process any information or document given to them during the dispute resolution process unless required by law.
9. The Parties and the Dispute Resolution Facilitator agree that the Dispute Resolution Proceeding is confidential and privileged.
10. Upon parties reaching a settlement during the Dispute Resolution Proceeding, the Dispute Resolution Facilitator will then proceed to sit as an Arbitrator to record a Consent Award. The Consent Award then shall be registered as a judgment pursuant to the Arbitration Act 2005.
11. Any Party or Dispute Resolution Facilitator may terminate the Dispute Resolution Proceeding at any time.
12. The Parties together and separately shall indemnify the Dispute Resolution Facilitator and the MCBMC against any claim arising from the breach of this Agreement by the Parties herein.
13. The Parties together and separately will be liable to MCBMC for the Administrative Charge and Room Rental and to the Dispute Resolution Facilitator for the Dispute Resolution Facilitator's fees and disbursements and shall pay to the MCBMC any such fees and disbursements as requested by the MCBMC. The Parties shall share equally such charges and disbursements and any rental, catering and other costs.

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for and on behalf of 1st Party

Name:
NRIC No.

.....
(Date)

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for and on behalf of 2nd Party

Name:
NRIC No.

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(Date)

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Dispute Resolution Facilitator's Signature

Name:
NRIC No.

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(Date)