

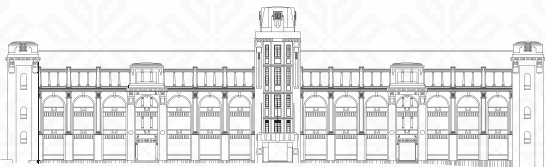


ASIAN INTERNATIONAL ARBITRATION CENTRE

AIAC

MEDIATION

RULES 2026



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Guideline and Application

- A. The Asian International Arbitration Centre (“**AIAC**”) Mediation Rules 2026 (“**2026 Rules**”) take effect from 1 January 2026.
- B. Upon the coming into effect of the 2026 Rules, all previous editions of the AIAC Mediation Rules shall no longer be applicable to mediation commenced after this date, unless otherwise agreed to by the Parties.
- C. Where a mediation has been commenced under any previous editions of the 2026 Rules, such editions shall continue to apply. The reference to the “Director” in any previous editions of the AIAC Arbitration Rules shall refer to the “President of the AIAC Court of Arbitration”.
- D. Under any agreement to mediate referring to the 2026 Rules, the Parties shall be deemed to have agreed that the following rules, or such amended rules, in force on the date of the commencement of mediation, shall be applied unless otherwise agreed to by the Parties.
- E. All approvals, directions, notices, guidelines, circulars, guidance notes, practice notes, rulings, decision, notifications, exemptions and other executive acts, howsoever called, given or made by the AIAC before 1 January 2026, shall continue to remain in full force and effect, until amended, replaced, rescinded or revoked.

Model Mediation Clause and Model Submission Agreement

The following **Model Mediation Clause** may be adopted by the Parties:

“Any dispute, controversy or claim arising out of or relating to this contract shall be submitted to mediation in accordance with the AIAC Mediation Rules in force at the time of the commencement of the mediation.”

Parties wishing to substitute the existing mediation clause for one referring the dispute to mediation under the AIAC Mediation Rules may adopt the following **Model Submission Agreement**:

“The Parties hereby agree that the dispute arising out of ... shall be settled by mediation under the AIAC Mediation Rules in force at the time of the commencement of the mediation”.

This Model Submission Agreement may also be used where a contract does not contain a mediation clause and/or in case of the mediation of investment-related differences, whether or not such differences or disputes arise out of a contract between the Parties.

At the option of the Parties, the following aspects are recommended for inclusion in the Model Mediation Clause and the Model Submission Agreement:

- *The parties agree that there will be one mediator, appointed by agreement of the parties [within 30 days of the Request to Mediate], and if the parties cannot agree, the Mediator shall be appointed by the President of the AIAC Court of Arbitration;*
- *The language of the mediation shall be ...;*
- *The venue of mediation shall be...;*
- *The parties shall be obliged to take full efforts to participate in the mediation with or without their legal advisors, and shall share equally all costs arising from a mediation hereunder unless otherwise agreed to.*

MED-ARB Procedure

Med-arb procedure is a process where a dispute is first referred to mediation and if the parties are unable to settle their dispute through mediation, the parties may proceed with arbitration for the resolution of dispute. Any settlement reached thereof may be recorded as a consent award.

Parties wishing to take the advantage of this tiered dispute resolution mechanism may consider incorporating the following med-arb clause in their contracts or submission agreement:

Any dispute, controversy or claim arising out of or relating to this contract shall be first submitted to mediation in accordance with the AIAC Mediation Rules. If the dispute, or any part thereof, is not settled within [...] (such other period as may be agreed by the Parties; e.g. sixty (60) days) after the commencement of mediation under the Rules, the parties agree to resolve any remaining matters by arbitration in accordance with the AIAC Arbitration Rules in force at the time of the commencement of the arbitration.

- (a) The number of arbitrators shall be [a sole arbitrator or a panel of three arbitrators];*
- (b) The seat of arbitration shall be [City, Country];*
- (c) The language of the arbitration shall be...*

ARB-MED-ARB Procedure

Any dispute, controversy or claim arising out of or relating to this contract as well as any non-contractual claims, shall be resolved by arbitration administered by the AIAC in accordance with the AIAC Arbitration Rules in force at the time of the commencement of the arbitration.

- (a) The number of arbitrators shall be [a sole arbitrator or a panel of three arbitrators];*

(b) The seat of arbitration shall be [City, Country];

(c) The language of the arbitration shall be...

The Parties further agree to attempt amicable settlement of the disputes by mediation at any time after the commencement of the arbitration, in accordance with the AIAC Mediation Rules in force at the time of the commencement of the mediation.

PART I

AIAC MEDIATION RULES 2026

Introduction

Rule 1 – General

- 1.1 The Rules are designed for the mediation of any differences or disputes, whether or not they arise out of a contract between the parties.
- 1.2 The Rules shall apply to any mediation of any present or future dispute where:
 - (a) the Parties have agreed that the Rules will apply whether before or after a difference or dispute arises; or
 - (b) the Parties have authorised the mediator or another person or institution to design a mediation process and that mediator, person or institution adopts the Rules in whole or in part.
- 1.3 Mediation under the Rules encompasses any process, whether referred to by the term mediation, conciliation or any mechanism whereby the Parties request a third person to assist them in their attempt to reach an amicable settlement of their dispute.

Rule 2 – Interpretation and Definitions

- 2.1 In case of discrepancy or inconsistency, the English text of the Rules prevails over other language versions.
- 2.2 All references in the Rules to the singular shall include the plural, where applicable, and vice versa.
- 2.3 All personal pronouns in the Rules, whether used in the masculine, feminine, or neutral gender, shall include all other genders.
- 2.4 Definitions used in the Rules:

“**AIAC**” means the Asian International Arbitration Centre (Malaysia);

“**AIAC Court**” means the AIAC Court of Arbitration and includes any member(s) or

committee consisting of not less than three members of the AIAC Court tasked with performing the functions of the AIAC Court;

“Concurrent Mediator” means a mediator appointed by the President pursuant to a Concurrent Mediator Request submitted under Schedule 2;

“days” means calendar days and includes weekends and public holidays;

“domestic mediation” means any mediation which is not an international mediation;

“international mediation” means a mediation where:

- (a) one of the Parties to the mediation has its place of business in any State other than Malaysia; or
- (b) any place where a substantial part of the obligations of any commercial or other relationship is to be performed or the place with which the subject matter of the dispute is most closely connected is in any State other than Malaysia; or
- (c) the Parties have expressly agreed that the subject matter of the mediation relates to more than one State.

“Mediator” means a neutral third party appointed or confirmed under the Rules to facilitate communication and negotiation between Parties and to assist the Parties in reaching an agreement regarding a matter in dispute;

“Party” or **“Parties”** means a party or parties to a mediation agreement or, in any case where a mediation does not involve all parties to the mediation agreement, means a party involved in or initiating the mediation;

“President” means President of the AIAC Court and includes the Vice-President to undertake the duties of the President in his absence; and

“**Rule**” or “**Rules**” shall refer to the numbered provisions of the AIAC Mediation Rules 2026.

Commencement of Mediation

Rule 3 – Commencement

- 3.1 Any Party wishing to initiate mediation pursuant to the Rules shall submit a request for mediation (“**Request for Mediation**”). The Request for Mediation shall contain:
- (a) names, addresses (including email addresses), contact details of the Parties and their legal or other representatives, if any;
 - (b) any mediation clause or a copy of a separate agreement to mediate (or communications agreeing to mediation), if any;
 - (c) a brief description of the dispute and where possible, an indication of the sum(s) in dispute or estimated sum(s) in dispute;
 - (d) list of proposed Mediators, if any;
 - (e) proof of payment of the non-refundable Filing Fee as prescribed in Schedule 1C; and
 - (f) any relevant information or proposal as to the time limits for conducting the mediation, language, and the venue of mediation if the Parties have not previously agreed thereof.
- 3.2 Where the Request for Mediation is made pursuant to an agreement to mediate under the Rules, the date on which the AIAC received the Request for Mediation with all accompanying documentation and the complete sum of the Filing Fee shall be treated as the date on which the mediation has commenced. The AIAC will notify the Parties of the date of commencement of the mediation.

- 3.3 Where the Request for Mediation is not made pursuant to an agreement to mediate under the Rules, upon receipt of such Request, the AIAC shall send a written notice of the Request for Mediation to the other Party or Parties.
- (a) If the other Party or Parties reject(s) the Request for Mediation or if the AIAC does not receive a reply within 30 days from the date of the AIAC's written notice of the Request for Mediation under Rule 3.3, the AIAC shall treat this as a rejection of the Request for Mediation, and inform the Party or Parties initiating the mediation accordingly.
 - (b) If the other Party or Parties accept(s) the Request for Mediation but decline(s) the list of proposed Mediators, either Party may request the President to appoint a Mediator for the mediation. The mediation shall be deemed to commence on the date which the AIAC sends written confirmation to the Parties that an agreement to mediate under the Rules has been reached.
- 3.4 Where the Parties have agreed to a time limit for settling the dispute pursuant to the Rules, the date on which the Mediator is appointed shall be the starting point of the agreed time limit.

Appointment of Mediator

Rule 4 – Appointment of the Mediator

- 4.1 Unless otherwise agreed to by the Parties, the mediation shall be referred to one Mediator to be appointed by the President.
- 4.2 If the Parties jointly nominate a person to act as Mediator, the President may confirm such nomination subject to Rule 5.
- 4.3 In exercising the power to confirm or appoint a Mediator, the President shall take into consideration any proposals made by the

Parties, including the attributes and availability of the nominated Mediator, the nature and circumstances of the dispute, the applicable law, and the nationality and language of the Parties.

- 4.4 A fixed appointment fee of USD1,000.00 for international mediation or RM3,000.00 for domestic mediation shall be deposited by the Parties in equal share to the AIAC, unless otherwise agreed by the Parties in writing prior to the request for appointment or confirmation of mediator by the President.
- (a) The fixed appointment fee shall be paid upon the submission of request for appointment or confirmation of mediator by the President.
 - (b) The Mediator shall be entitled to the fixed appointment fee upon termination of mediation, in addition to the payment for services rendered under Rule 13.2, except where a settlement agreement is entered between the Parties under Rule 13.1(a).
- 4.5 Unless otherwise agreed to by the Parties, where more than one Mediator is to be appointed, each Party shall nominate an equal number of Mediators for the President's confirmation under Rule 4.2.

Rule 5 – Independence and Impartiality of the Mediator

- 5.1 The Mediators conducting mediation under the Rules shall be and remain at all times independent and impartial.
- 5.2 The Mediators shall provide a signed and dated statement of acceptance, independence, availability and conduct itself in accordance with the AIAC Code of Conduct for Mediators to the Parties and the AIAC, disclosing any circumstances that may give rise to any justifiable doubts as to the Mediator's impartiality or independence.

- 5.3 A Mediator, from the time of appointment and throughout the mediation, shall, without delay, disclose to the Parties any circumstances that may give rise to any justifiable doubts as to the Mediator's impartiality or independence as they arise.
- 5.4 No person may act as a Mediator in any dispute in which that person has any conflict of interest, save where the Parties have been notified in writing of such circumstances and have subsequently expressly consented in writing to the appointment of the Mediator.

Rule 6 – Replacement of the Mediator

- 6.1 The Parties may, by written consent, agree to replace the Mediator at any time.
- 6.2 Where a Mediator is unable to perform his duties or fails to perform his functions, or is no longer accepted by the Parties, the President shall release the Mediator from appointment and appoint a replacement Mediator in accordance with Rule 4 and Rule 5.
- 6.3 Before the President releases a Mediator, the AIAC may give the Parties and the Mediator an opportunity to submit comments.
- 6.4 For the purposes of Rule 6, party autonomy shall prevail for the appointment of the Mediator.

Mediation Proceedings

Rule 7 – Conduct of the Mediation

- 7.1 The Mediator may, in consultation with the Parties and taking into account the circumstances of the dispute, utilise any technological means as they considered appropriate, including to communicate with the Parties and to hold meetings remotely.
- 7.2 When the Mediator receives information concerning the dispute from a Party, the

Mediator shall keep such information confidential, unless that Party indicates that the information is not subject to confidentiality, or expresses its consent to the disclosure of such information to other Party to the mediation.

- 7.3 With the agreement of the Parties and subject to Rule 16, the Mediator may allow the involvement of experts, witnesses and/or observers in the mediation. Any such experts, witnesses or observers shall be required to make a written statement of undertaking to keep all matters confidential.
- 7.4 Each Party may be represented, advised or assisted by any persons of their choice, provided that the names and role of such persons attending the mediation are disclosed to the Mediator, the other Party and the AIAC in advance of the mediation. Each Party to the mediation shall have full authority to settle or be represented by a person or persons with such authority during the mediation.

Rule 8 – Venue and Language

- 8.1 Unless otherwise agreed to by the Parties, the mediation shall be held in the AIAC premises.
- 8.2 In the absence of an agreement of the Parties, the Mediator shall determine the language(s) in which the mediation is to be conducted.

Rule 9 – Procedure and Timetable

- 9.1 The Mediator shall consult with the Parties to establish the procedure of the mediation, propose and/or modify a timetable and guide the Parties on other necessary procedural or any further details.
- 9.2 Communications between the Parties or the representatives and Mediator can be conducted in-person, in writing, by teleconference or other electronic means.

Rule 10 – Role of the Mediator

- 10.1 The Mediator may conduct the mediation in such manner as he considered appropriate, taking into account the circumstances of the mediation, the wishes of the Parties and the need for an expedient settlement of the dispute.
- 10.2 The Mediator shall not act as a representative or counsel of a Party or appear as a witness in any arbitral or judicial proceedings or give advice to any person whatsoever in respect of a dispute that is the subject of mediation.
- 10.3 Unless otherwise agreed to by the Parties in writing, the Mediator shall not act as an arbitrator in any arbitral proceedings relating to the dispute between the Parties.
- 10.4 The Mediators conducting any mediation pursuant to the Malaysian law shall comply with the role of mediator under the Mediation Act 2012 [Act 749].

Rule 11 – Role of the Parties

- 11.1 The Mediator may communicate with the Parties together or with any Party separately, including private meetings and each Party shall co-operate with the mediator. A Party may request a private meeting with the Mediator at any time.
- 11.2 The Parties shall participate in good faith and give full cooperation to enable the mediation to proceed and reach a settlement agreement within the time stipulated or agreed.

Settlement and Termination**Rule 12 – Settlement Agreement**

- 12.1 Once the Parties agree on the terms of a settlement to resolve all or part of the dispute through mediation, they shall prepare and sign a written settlement agreement and the Mediator shall provide a copy of such agreement to the AIAC.

- 12.2 Unless otherwise agreed to by the Parties, the Mediator may sign the settlement agreement as witness or provide other evidence that the agreement resulted from mediation.
- 12.3 By signing the settlement agreement, the Parties agree that the settlement agreement can be used as evidence that it results from mediation, and that it can be relied upon for seeking relief under the applicable law.

Rule 13 – Termination of the Mediation

- 13.1 The mediation shall be terminated:
- (a) by a written settlement agreement between the Parties;
 - (b) by a declaration of the Mediator to the Parties to the effect that further efforts of mediation are unlikely to lead to the resolution of dispute, or on account of conduct of the Parties which the Mediator determines based on his discretion, warrants steps to terminate the mediation; or
 - (c) by a written request from a Party to the Mediator that the mediation shall be terminated.
- 13.2 Upon the termination of the mediation, the Mediator shall notify the AIAC and the Mediator shall be entitled to payment for services rendered up to the time of termination of the mediation.

Costs and Deposits

Rule 14 – Costs and Fees

- 14.1 Unless otherwise agreed to, each Party shall bear its own costs of the mediation.
- 14.2 The costs and expenses of the mediation shall include, but are not limited to:
- (a) the fees of the Mediator;

- (b) the cost of the venue hired, including meeting rooms, breakout rooms, catering or refreshments, translation fees, photocopying fees, internet access, telephone and communication expenses, administrative costs incurred under Rule 14.2(d), and any other costs reasonably incurred in respect of the conduct of the mediation;
 - (c) any fees or costs set out above in respect of experts or witnesses who attend or provide assistance in the mediation with the consent of the Parties;
 - (d) the administrative charges of the AIAC relating to the conduct of the mediation fixed in accordance with the Rules. Without limiting the foregoing, the costs of the AIAC may include:
 - (i) the Filing Fee; and
 - (ii) the Administrative Costs.
- 14.3 The Parties are jointly and severally liable for costs and fees set out in Rule 14.2 above. The Parties shall pay the costs and fees irrespective of the outcome of the mediation.
- 14.4 If the Mediator is replaced prior to the termination of mediation, the Parties shall pay the fees and expenses that the Mediator incurred prior to termination, unless the Mediator decides otherwise.

Rule 15 – Deposits

- 15.1 The Parties are free to agree with the Mediator on the Mediator's fees, or may agree to adopt the Recommended Mediator's Fee as provided under Schedule 1A.
- 15.2 After the mediation has commenced in accordance with Rule 3, the AIAC shall request a provisional advance deposit ("**PAD**") in an amount intended to cover the Mediator's fees and administrative costs. Unless otherwise

agreed to by the Parties, the PAD shall be paid by the Parties in equal shares and will be considered as a partial payment by the Parties of any deposits of costs and fees fixed.

- 15.3 Such PAD shall be payable within 14 days upon receiving the request from the AIAC.
- 15.4 At any time during the course of the mediation, the AIAC may require additional deposits (“**AD**”) to be paid by the Parties on account of the costs and fees. Any such additional sums requested by the AIAC on account of the costs and fees shall be payable 14 days after the receipt of the request from the AIAC.
- 15.5 If any of the deposits are not paid in full by both Parties within 14 days after the receipt of the request from the AIAC, the AIAC shall so inform the Parties in order that one or another of them may make the required payment.
- 15.6 Notwithstanding Rule 15.5 above, any Party may make payment for the outstanding deposits if the other Party fail to pay its share.
- 15.7 If any such payment is not made, the Mediator may, after consultation with the AIAC Court and the Parties, order the suspension or termination of the mediation.
- 15.8 The AIAC may apply the deposits towards the costs and expenses incurred by the AIAC and the Mediator in relation to the mediation.
- 15.9 Upon termination of the mediation, the AIAC shall render an account to the Parties of the deposits received and return any unexpended balance to the Parties based on the Parties’ respective contributions.

General Provisions

Rule 16 – Confidentiality

- 16.1 Unless otherwise agreed to by the Parties and subject to the applicable law, all information relating to the mediation, including, if relevant,

the settlement agreement, shall be kept confidential by those involved in the mediation, except where disclosure is required by the law or as referred to under Rule 12.3.

- 16.2 The provisions of Rule 16 shall survive the termination of the mediation and continue in full force and effect, unless provided otherwise by a signed agreement between all Parties and the Mediator.
- 16.3 No recording or transcription of mediation proceedings by any means whatsoever shall be permitted, unless otherwise agreed to by the Parties for the purposes of recording any settlement agreement under Rule 12.

Rule 17 – Administrative Assistance

- 17.1 The AIAC may arrange translators, administrative assistance, and/or other facilities in order to facilitate the mediation at the request of the Mediator and/or the Parties.

Rule 18 – Exclusion of Liability

- 18.1 Neither the AIAC, its employees, the President, the AIAC Court nor the Mediator shall be liable to any Party or to any other participant in the mediation for any act or omission in relation to or arising out of the mediation or in respect of or arising out of any settlement reached in any mediation conducted, unless such act or omission constitutes wilful misconduct or gross negligence.
- 18.2 All statements, whether written or oral, made in the course of the mediation shall not be relied upon to institute or maintain any action for defamation, libel, slander or any related complaint or referred to in any other proceedings outside the mediation, including court and arbitration proceedings.

PART II

SCHEDULES

Schedule 1 – Schedules of Fees

1A – Recommended Mediator’s Fees

International Mediation	Domestic Mediation
USD7,200 per mediation hearing day	RM6,000 per mediation hearing day
USD900 per hour for review of documents and related works	RM720 per hour for review of documents and related works

1. The Recommended Mediator’s Fees payable to the Mediator in Schedule 1A is exclusive of any applicable taxes imposed by the government such as service tax, withholding tax, and other taxes or charges.
2. The Parties have a duty to pay and are liable for any government or statutory imposed taxes or other charges which amounts shall be included in the final calculation of the deposits. However, the recovery of any such taxes or charges is a matter solely between the Mediator and the Parties.
3. In an international mediation, the Mediator’s Fees can be paid in foreign currency other than USD, subject to the AIAC’s approval.

1B – AIAC Administrative Cost

International Mediation	Domestic Mediation
USD600 per mediation case	RM600 per mediation case

1. The AIAC Administrative Cost shall be payable by the Parties in equal shares and shall form part of the deposits.
2. The AIAC Administrative Cost payable in Schedule 1B is exclusive of any applicable taxes imposed by the government such as service tax, withholding tax, and other taxes or charges.
3. The Parties have a duty to pay and are liable for any government or statutory imposed taxes or

other charges which amounts shall be included in the final calculation of the deposits. However, the recovery of any such taxes or charges is a matter solely between the Parties.

4. The AIAC Administrative Cost is not inclusive of other services such as the venue hired, including meeting rooms, breakout rooms, catering or refreshments, translation fees, photocopying fees, internet access, telephone and communication expenses, which shall be chargeable to the Parties separately.

1C – Filing Fee

1. A Filing Fee of RM180 for domestic mediation and USD180 for international mediation shall be payable by the Party to the AIAC upon the submission of the Request for Mediation pursuant to Rule 3.
2. The Filing Fee is exclusive of any government or statutory imposed taxes or other charges and an additional sum reflecting any such taxes or charges on the Filing Fee shall be payable at the prevailing rate.
3. The Filing Fee is non-refundable and, save where expressly stated otherwise in the Rules, is inclusive of the services rendered by the AIAC and the AIAC Court thereunder.
4. The Filing Fee does not constitute part of the AIAC Administrative Cost, and shall not be subject to any deductions.
5. The Filing Fee shall not apply to the submission of the Concurrent Mediator Request pursuant to Schedule 2.

1D – Concurrent Mediator Request Fee

1. The following Concurrent Mediator Request Fee shall be payable upon the submission of a Concurrent Mediator Request to the AIAC pursuant to Schedule 2:

International Mediation	Domestic Mediation
USD300	RM300

2. The Concurrent Mediator Request Fee is exclusive of any government or statutory imposed taxes or other charges and an additional sum reflecting any such taxes or charges on the Concurrent Mediator Request Fee shall be payable at the prevailing rate.
3. The Concurrent Mediator Request Fee is non-refundable and does not constitute part of the AIAC Administrative Cost.

Schedule 2 – Concurrent Mediation Proceedings

1. A Party may request the President to appoint a Concurrent Mediator where the Parties have jointly agreed to mediate all or part of the matter in dispute under the Rules, at any time during the arbitration proceedings (“**Concurrent Mediator Request**”).
2. The Concurrent Mediator Request shall be made in writing to the AIAC and include, among others,
 - (a) names, addresses (including email addresses), contact details of the Parties and their legal or other representatives, if any;
 - (b) a brief explanation of the dispute referred to the concurrent mediation proceedings and where possible, an indication of the sum(s) in dispute;
 - (c) a statement confirming the Parties’ agreement for the appointment of a Concurrent Mediator and for conducting mediation under the Rules;
 - (d) indication or proposal as to the Concurrent Mediator’s attributes, where relevant, area of expertise and industry involved, professional qualifications, experience, language and availability;
 - (e) subject to Rule 16, a statement confirming that the Concurrent Mediator Request is communicated to the Arbitral Tribunal, where applicable;
 - (f) proof of payment of the non-refundable Concurrent Mediator Request Fee as prescribed in Schedule 1D; and
 - (g) relevant information or proposal as to the available date(s) for mediation, preferred mode or venue of mediation and language if the Parties have not previously agreed thereof.

3. Where the President is requested to appoint the Concurrent Mediator under Schedule 2, unless otherwise agreed to by the Parties or determined by the President, the following appointment procedure shall apply:
 - (a) within five days from the receipt of the Concurrent Mediator Request, the AIAC shall provide each of the Parties with an identical list containing at least three nominated Concurrent Mediators;
 - (b) within four days from the receipt of the list, each Party may return the list to the AIAC after deleting the nominated Concurrent Mediators it objects to and numbering the remaining nominated Concurrent Mediators on the list in the order of preference;
 - (c) upon receipt of the Parties' responses or after the expiration of the above time limit, whichever is earlier, the President shall appoint the relevant Concurrent Mediator from among those nominees approved on the list returned to the AIAC and in accordance with the order of preference indicated by the Parties; and
 - (d) if for any reason the appointment cannot be made according to this appointment procedure, the President may exercise his discretion in appointing a suitable Concurrent Mediator.
4. Save for Rule 4.4 and Schedule 1C, the remaining Rules and Schedules shall apply, *mutatis mutandis*, to the mediation conducted by the Concurrent Mediator.



ASIAN INTERNATIONAL ARBITRATION CENTRE

**ASIAN INTERNATIONAL ARBITRATION CENTRE
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