DERAINS & GHARAVI

Derains & Gharavi Ad Hoc Mediation Rules

Rules in force as of January 1, 2025

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Article 1. Derains & Gharavi Ad Hoc Mediation Rules

The parties to a dispute can resort to mediation prior or in parallel to litigation or arbitration by selecting one or both founding partners of Derains & Gharavi ("D&G"), namely Yves Derains and Hamid Gharavi, or potentially any third person within or outside D&G pursuant to the Derains & Gharavi Ad Hoc Mediation Rules ("D&G AMR"), to be adjusted (including as far as the deadlines are concerned) and/or completed by the mediator(s) depending on the specifics of each case upon agreement of the parties.

Article 2. Language(s)

The mediation may be conducted by one, two or three mediators in the English and/or French language(s) or by one mediator in any of the languages spoken by either mediator(s), namely Farsi, Italian, Spanish and Portuguese or by both mediators in any of these four other languages subject to a translation provided for the mediator who does not speak any of these four languages.

Article 3. Initiation of the Mediation

The mediation may be initiated as follows:

(a) By an application, made jointly or separately by each party by registered post or courier (to: Derains & Gharavi, 25 rue Balzac, 75008, Paris, France) or by email (to: standingmediation@derainsgharavi.com), to submit the dispute to mediation under the D&G AMR based on a multi-tier or other contractual or treaty or investment law dispute resolution clause or upon any post dispute ad hoc consent of the parties, with information on the parties as well as related and interested entities for purposes of a conflict check.

(b) With this application or in a subsequent correspondence, the parties shall provide a description of the dispute and indicate whether the mediation is to be conducted by one or both of the founding partners of D&G or potentially any third person within or outside D&G, or procedure and criteria for the nomination of the same as well as the language(s) of the mediation.

Article 4. Official Commencement of the Proceedings

The mediation shall officially commence on the date of receipt by the parties of all of the following written communications ("Commencement Date"):

(a) The application(s) under article 3(a);

(b) The confirmation by the mediator(s) of the absence of conflict of interest;

(c) A statement of impartiality and independence from the mediator(s);

(d) A declaration of consent from the parties in case of any disclosure by the mediator(s) of any possible conflict of interest;

(e) An agreement on the fees of the mediator(s); and

(f) The acceptance of their mission by the mediator(s).

Article 5. Communications

There shall be no *ex parte* communications as of the Commencement Date by a party with the mediator(s) unless agreed by the parties or deemed appropriate by the mediator(s) for the conduct of the mediation.

Article 6. Written Submissions

Within 30 days of the Commencement Date, the parties shall file jointly or separately (with a copy to the other party or parties) a written submission containing the contact details of the parties and of their duly appointed representatives for purposes of the mediation and a description of the dispute, claims/counterclaims and defenses, not exceeding 10 pages in principle per party. They shall also agree whether the mediator(s) shall facilitate and/or propose settlement terms (and if so to what extent and under which form).

Article 7. List of Questions and Documents

Within 30 days of the written submissions set out in Article 6, the mediator(s) will address to the parties a list of questions and/or request for documents by way of one or more correspondences with any response to be submitted within 30 days, together with suggested date(s) for a meeting, and an agenda to be set in consultation with the parties.

Article 8. Mediation Meeting

Within 30 days of the completion of the process set out in Article 7, a mediation meeting of one or more days (as required and agreed with the parties) shall unless otherwise agreed be held in Paris, France, , in the presence of the parties' representatives and mediator(s), prior to which a mediation management conference call or videoconference shall in principle be held to efficiently prepare the same.

Article 9. The Purpose and Structure of the Mediation Meeting

The mediation meeting shall be held in person unless otherwise directed or agreed by the parties and the mediator(s). It shall consist of concise opening and possible rebuttal statements, questions and answers followed by joint and separate meetings of the mediator(s) with the parties to facilitate and/or explore partial or full settlement or mitigation proposals. This first phase ends at the latest within 10 days of the mediation meeting, and may comprise additional meetings or correspondence.

Article 10. Participants to the Mediation Meeting

The mediation meeting shall not be attended in principle by more than 4 representatives, whether internal or external, per party. It shall be attended by at least one party representative duly identified and confirmed in writing prior to the mediation meeting to have decision-making authority (be it in consultation with other representatives not attending) for the settlement of the dispute. Up to only two designated persons per party may speak on behalf of each party at the mediation meeting.

Notably in investment-related disputes, related and interested third-parties in the dispute may attend the mediation if agreed by the parties upon the suggestion of any party or the mediator(s).

Article 11. Notes and Records of the Mediation Meeting

Whereas minutes, records or notes of the mediation meeting may be taken by each party, none shall be circulated to the other party or parties unless the parties and the mediator(s) agree in writing otherwise. There shall be no recording of the mediation meeting by any party or the mediator(s) unless otherwise agreed. Cellphones and other communication devices shall be on silent mode during the mediation meeting.

Article 12. Second Phase of the Mediation

If the dispute is not settled in the first phase, and should the parties so request, there shall be a second phase, consisting of a written and oral phase similar to phase one, adjusted to the specifics of the case and the progress made during the first phase.

Article 13. Termination of the Mediation

The mediation may be terminated in any of the following circumstances:

(a) after phase 1 (or phase 2 if the parties agree to proceed to phase 2); or

(b) upon the written withdrawal of any party at any time; or

(c) upon the written declaration of impasse by the mediator(s) at any time upon consultation with the parties; or

(d) upon execution of a binding and final settlement agreement; or

(e) in the event of the default of the parties to pay the mediation fees.

Article 14. Reopening of the Mediation

The mediation may be re-opened upon the written request of all the parties if they deem that circumstances have evolved, subject to the acceptance of the mediator(s), in which case a tailored procedure shall be agreed on for the resumption of the mediation.

Article 15. Appointment of the Mediators as Arbitrators

The parties may agree, to facilitate enforcement, to appoint the mediator(s) as ad hoc arbitrators tasked with putting any binding settlement concluded under the auspice(s) of the mediator(s) in the form of an award by consent, subject to the approval of the mediator(s).

Article 16. The Duties of the Parties

The parties agree to participate in the mediation in good faith and constructively within a spirit of collegiality and mutual respect with due regard to any cultural and confessional considerations.

Article 17. Efficiency and Celerity

The parties and the mediator(s) acknowledge that they shall do their utmost to allow the mediation to proceed with efficiency and celerity in view of the partial or full settlement of the dispute and/or of narrowing down or at the very least in order to comprehend their differences.

Article 18. Treaties and Contractual Provisions

The mediator(s) may assist upon written request of all the parties to informally clarify issues or form views on contractual provisions as well as any applicable investment law or treaty jurisdiction, admissibility, interpretation, scope, application *ratione temporis*, and state policy.

Article 19. Confidentiality

The existence of the mediation shall not be confidential absent a contrary agreement by the parties. Otherwise, strict confidentiality shall apply to all participants in the mediation, including the mediator(s), the parties and their representatives, including in relation to issues mentioned in Article 18. This includes written and oral communications and documentation. There shall be a prohibition to use or refer to the same in subsequent proceedings of any type save if all the parties were to expressly agree otherwise in writing. The mediator(s) shall not testify on any aspects of the mediation.

Article 20. Data Protection

The parties, the mediator(s), and any individuals participating in the mediation, including the party representatives, shall comply with all applicable data protection laws and regulations. Personal data shall only be collected and used for the purposes of the mediation and shall be limited to what is necessary for the effective conduct of the mediation process. Personal data shall be retained only for as long as necessary for the purposes of the mediation. Data subjects shall have the right to access, rectify, or erase their personal data, as well as other rights granted under applicable data protection laws.

Article 21. Fees and Expenses

Fees and expenses of the mediation shall be equally shared by the parties unless agreed otherwise. The fees shall be lump sum amounts for each mediator for each phase to be agreed in advance with the parties, and if applicable, for drafting and issuing an award by consent. Such fees are set and agreed according to the specifics of each case, to be paid via a deposit and installments to be determined. Expenses are in principle limited to conference room facilities, and any travel and courier services. The mediator(s) may be assisted subject to an agreement of the parties and without any further fees by an associate of D&G who shall be similarly bound by confidentiality and duties of impartiality and independence.

Article 22. Philanthropy

The mediator(s) will donate or employ part of the proceeds collected to support athletes and/or recognized charitable organizations in France that promote emancipation and integration by sports.

Article 23. Limitation of Liability

The mediators are not liable for any act or omission in connection with any mediation unless they are shown to have caused damage by conscious and deliberate wrongdoing.

Article 24. Prevailing Language

In the event of any conflict of interpretation between these rules and any translation, the original English version will prevail.