

**RULES OF THE INDONESIAN CAPITAL MARKET ARBITRATION BOARD
NUMBER: 02/BAPMI/12.2014**

CONCERNING

RULES AND PROCEDURES OF MEDIATION

MANAGEMENT OF INDONESIAN CAPITAL MARKET ARBITRATION BOARD,

- Considering :**
- a. whereas disputes between the Parties in the Capital Market field or in connection with the Capital Market may be brought for settlement by the Parties to the Indonesian Capital Market Arbitration Board (*Badan Arbitrase Pasar Modal Indonesia* – “**BAPMI**”) through Mediation services;
 - b. whereas BAPMI’s Mediation services, which were regulated under one (1) rules and procedures together with Binding Opinion and Arbitration services, should be separated into their respective rules and procedures in order to facilitate users of BAPMI services in understanding the rules and procedures, and also facilitate BAPMI in terms of future amendments of any of the provisions therein;
 - c. whereas BAPMI’s rules and procedures regulating Mediation services need to be reviewed in order to adjust to developments of Alternative Dispute Resolution, Arbitration and Capital Market;
 - d. whereas in consideration of the foregoing, it is necessary to establish new Mediation rules and procedures of BAPMI and set it out in these rules.
- In view of:**
1. Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution (State Gazette of the Republic of Indonesia of 1999 Number 138, Supplement to State Gazette of the Republic of Indonesia Number 3872), along with any amendments thereto, if any;
 2. Law Number 21 of 2011 regarding Financial Services Authority/*Otoritas Jasa Keuangan* (State Gazette of the Republic of Indonesia of 2011 Number 111, Supplement to State Gazette of the Republic of Indonesia Number 5253), and any of its implementing regulations and any amendments thereto, if any;
 3. Law Number 8 of 1995 on Capital Market (State Gazette of the Republic of Indonesia of 1995 Number 64, Supplement to State Gazette of the Republic of Indonesia Number 3608), and any of its implementing regulations and any amendments thereto, if any;

4. Regulation of the Financial Services Authority Number 1/POJK.07/2013 concerning Consumer Protection of Financial Services Sector, promulgated on 6th August 2013 (State Gazette of the Republic of Indonesia of 2013 Number 118, Supplement to State Gazette of the Republic of Indonesia Number 5431) and any amendments thereto, if any;
5. Regulation of the Financial Services Authority Number 1/POJK.07/2014 on Alternative Dispute Resolution Institute in Financial Services Sector, promulgated on 23rd January 2014 (State Gazette of the Republic of Indonesia of 2014 Number 12, Supplement to State Gazette of the Republic of Indonesia Number 5499) and any amendments thereto, if any;
6. BAPMI's Articles of Association, as set out in the Deed of Establishment Number 15 dated 9th August 2002, drawn up before Mrs. Fathiah Helmi, S.H., Notary Public in Jakarta, having been approved by the Minister of Justice and Human Rights of the Republic of Indonesia under his decree Number C-2620 HT 01.03.TH 2002, dated 29th August 2002, and promulgated in the State Gazette of the Republic of Indonesia dated 18th October 2002, Number 84/2002, Supplement to State Gazette Number 5/PN/2002, and any amendments thereto, if any.

DECIDED:

To stipulate: RULES AND PROCEDURES OF MEDIATION

**CHAPTER I
GENERAL PROVISIONS**

**Article 1
Definitions**

- (1) In these Rules and Procedures:
 - (a) **Mediation** refers to an out-of-court settlement mechanism for disputes through a negotiation process at BAPMI to obtain a Settlement Agreement, to be assisted by the Mediator.
 - (b) **Mediator** is an impartial party assisting the Parties in the negotiation process under BAPMI's Mediation for finding various solutions for settlement but Mediator is not allowed to forcefully deciding or imposing a settlement.
 - (c) **Permanent Mediator** means an individual who is appointed by BAPMI as a Mediator then listed in the list of permanent Mediator.

- (d) **List of Permanent Mediators** means a list issued by BAPMI containing names of Permanent Mediators.
- (e) **Co-mediator** is a second Mediator appointed by the Management to assist a Mediator and upon approval of the Mediator and the Parties.
- (f) **Secretary** is 1 (one) or more Secretariat personnel designated by the Management to assist a Mediator in recordkeeping and administrative affairs during a Mediation process.
- (g) **Code of Conduct** refers to a code of conduct or code of ethics that applies to BAPMI's Mediators as it has been approved in BAPMI's Annual General Meeting of Members dated 30th June 2004.
- (h) **Guidelines for Conflict of Interest** are guidelines that must be observed by BAPMI's Permanent Mediators before the Mediation process, when they are going to be appointed and or during their service as Mediators in a case as a benchmark to determine the level of conflict of interest in the relevant Mediators themselves, so as to easily determine whether the relevant Mediators are feasible or not feasible to accept the appointment and serve as Mediators in the case in question.
- (i) **Mediator Certificate** is a document certifying that a Mediator and or a Co-mediator are passed the training and education in Mediation from an institution accredited by the Supreme Court of the Republic of Indonesia.
- (j) **Party** refers to a legal subject, in both civil law and public law. The term "**Parties**" in these Rules and Procedures shall refer to two (2) or more Parties collectively.
- (k) **Mediation Agreement** is an agreement made by the Parties to resolve a dispute through BAPMI's Mediation.
- (l) **Petition for Mediation** is a petition filed by the Parties or the Sole Arbitrator/ Chairman of Arbitral Tribunal to BAPMI requesting BAPMI to hold Mediation in respect of a dispute between the Parties under these Rules and Procedures.
- (m) **Case Summary** is a document created by the Parties containing the merit of the case and proposed settlement solutions.
- (n) **Management** refers to people who are appointed as BAPMI management as stipulated in BAPMI's Articles of Association and any amendments thereto, if any.
- (o) **Secretariat** is secretariat formed by the Management to run BAPMI's day-to-day operations, chaired by one of the Management's members, or other personnel designated by the Management.
- (p) **Caucus** is a meeting between a Mediator and either Party without the presence of the other Party.

- (q) **Settlement Agreement** is a document containing terms agreed by the Parties in order to put an end to a dispute as a result of settlement efforts with the help of a Mediator under these Rules and Procedures.
 - (r) **Deed of Settlement** is a deed containing the contents of the Settlement Agreement and the Arbitration Award confirming such Settlement Agreement which is not subject to ordinary or extraordinary legal remedies.
 - (s) **Arbitration** is an out-of-public court settlement mechanism for civil disputes, to be held in BAPMI with the application these Rules and Procedures based on an Arbitration Agreement.
 - (t) **Arbitrator** is one or more persons appointed in accordance with these Rules and Procedures as a Sole Arbitrator/ Arbitral Tribunal to examine cases and pass Arbitration Awards on particular disputes submitted for settlement to BAPMI's Arbitration.
 - (u) **Retail and Small Claims** are disputes with a relatively small value of claim at an amount as defined in Article 27 paragraph (1) in conjunction with Annex I.
- (2) A reference to the word "day" in these Rules and Procedures shall be made to the Indonesian national calendar.

Article 2

Scope of Rules and Procedures

- (1) These Rules and Procedures regulate settlement of any disputes to be resolved through BAPMI's Mediation, either directly submitted by the Parties to BAPMI's Mediation forum or pursued through BAPMI's Arbitration forum.
- (2) Disputes that can be resolved through BAPMI's Mediation must meet all the following criteria:
 - (a) disputes in the Capital Market field or in connection with the Capital Market;
 - (b) disputes on rights, which, under the law and legislation, are fully controlled by the disputing Parties;
 - (c) disputes, which according to the legislation, can be amicably settled;
 - (d) disputes, which have been pursued for settlement through deliberation but the Parties failed to reach settlement; and
 - (e) between the Parties bound by a Mediation Agreement.
- (3) BAPMI, including any of its Mediators, Co-mediators, Management, Secretary, and Secretariat personnel, is forbidden from giving and/or offering legal assistance in any form

whatsoever, either professionally or personally to the Parties, including legal advice and/or opinion concerning legal standing of the Parties.

- (4) Any of the Parties, Mediators, Co-mediators, Management, Secretary, and Secretariat personnel shall comply with any provisions set out under these Rules and Procedures.

Article 3 Nature of Mediation

- (1) Settlement of disputes by the Parties through BAPMI's Mediation shall be based on good faith and dignity, with the exclusion of the other judicial remedies.
- (2) Participation of the Parties in the Mediation process shall be based on the Parties' willingness without any coercion whatsoever, and should be followed politely, respectfully, and orderly.
- (3) A Settlement Agreement shall be made voluntarily without any coercion whatsoever.
- (4) A Settlement Agreement shall be final and binding on the Parties to be enforced in good faith, and any objection or denial cannot be filed against a Settlement Agreement.
- (5) Any of the Parties that do not enforce the Settlement Agreement shall be in breach of the agreement.
- (6) The Mediator simply facilitates meetings and negotiations within the framework of Mediation in order to reach settlement between the disputing Parties, and in this case the Mediator is not authorized to make any decision or determination of payment.

CHAPTER II PRE-MEDIATION

Article 4 Mediation Agreement

- (1) A Mediation Agreement may be made in the following manner:
 - (a) set out a dispute resolution clause of the principal agreement;
 - (b) made in a document executed by the Parties;
 - (c) in the form of a statement of the Parties before BAPMI's Arbitration proceeding.
- (2) In the case the submission of Mediation is in the form of statement as referred in paragraph (1) sub-paragraph (c), the agreement is sufficiently evidenced by Minutes of BAPMI's Arbitration Proceeding drawn up by the Secretary of said BAPMI's Arbitration Proceeding.

- (3) A Mediation Agreement must contain a statement that the Parties are willing to be bound on, be subject to and enforce any and all agreements that may be reached in BAPMI's Mediation and bear the costs required in Mediation.
- (4) BAPMI, upon request of either Party, may facilitate a meeting between the Parties in order to make the Mediation Agreement.

Article 5

Registration of Petition for Mediation

- (1) Mediation shall be made based on a Petition for Mediation, the registration of which is filed by the Parties or one of the Parties to BAPMI.
- (2) An Petition for Mediation shall at least contain:
 - (a) full name and residence or domicile of the Parties;
 - (b) types of cases;
 - (c) a request to BAPMI to hold Mediation;
 - (d) information on the presence of a Mediation Agreement (the copy of Agreement shall be attached);
 - (e) a Case Summary;
 - (f) copies of documents or supporting evidence;
 - (g) payment receipt for Registration Fee of Petition for Mediation.
- (3) A Summary Case shall be prepared by each of the Parties when it is not possible to be prepared jointly.
- (4) The Management provides confirmation of acceptance or rejection with regard to the registration of Petition for Mediation to the Parties within a maximum period of ten (10) days after the date of filing.
- (5) When the Petition for Mediation is rejected, the confirmation letter, as referred to in paragraph (4), shall contain any reasons for said rejection. The Parties may resubmit the Petition for Mediation after meeting the requirements as stipulated in these Rules and Procedures.
- (6) When the Petition for Mediation is accepted, the confirmation letter, referred to paragraph (4), shall contain:
 - (a) a notice on commencement of Mediator appointment;

- (b) a notice regarding the name of Secretary appointed by the Management for the case in question;
 - (c) information as to Mediation fees for the case in question.
- (7) For an accepted Petition for Mediation, as referred to in paragraph (6), the Secretariat on the same date as the date of said confirmation shall record the Petition for Mediation in a case registry book of BAPMI.
- (8) The Management may delegate its authority to confirm the registration of Petition for Mediation to the Secretariat personnel.

Article 6

Petition for Mediation through Arbitration

- (1) In the event of a Mediation Agreement arising from BAPMI's Arbitration proceeding, the Sole Arbitrator/ Chairman of Arbitral Tribunal shall submit to the Management a Petition for Mediation. Such Petition shall be submitted to the Management within a maximum of three (3) days after the date of conclusion of such proceeding.
- (2) The Management shall, no later than five (5) days after the date of receipt of such Petition, as referred to in paragraph (1), give a notice to the Parties, with a copy to the Sole Arbitrator/ Chairman of Arbitral Tribunal, that the Mediation process could be initiated, such notice also containing:
- (a) a request to the Parties to submit to the Management a Case Summary within a maximum period of seven (7) days from the date of receipt by the Parties of the Management's notice;
 - (b) a notice that the Parties could appoint a Mediator;
 - (c) a notice on the name of Secretary to the Mediation process;
 - (d) a request to the parties to pay the Mediation fees, if any.
- (3) The Secretariat shall include a case registration code number similar to the Arbitration's registration code number of the case in question.

Article 7

Secretary

- (1) The Management shall appoint one (1) or more Secretariat personnel to be Secretary of the case that will be or is being processed in Mediation.
- (2) The Secretary has the following duties:

- (a) drawing up minutes of negotiation meeting, Caucus and hearing;
 - (b) maintaining Mediation correspondence;
 - (c) keeping Mediation records and documents;
 - (d) signing invitation letters of meetings to the Parties on behalf of the Mediator;
 - (e) assisting the Parties and the Mediator to prepare a format Settlement Agreement;
 - (f) assisting the Mediator in scheduling negotiation and reminding the Mediator and the Parties regarding the Mediation period;
 - (g) preparing a draft report of the Mediator to the Management regarding the Mediation completion;
 - (h) other duties set out in other parts of these Rules and Procedures, if any.
- (3) The Secretary is obliged to maintain confidentiality of the Mediation process and carry out his/her duties to its completion in a professional, impartial, independent manner and maintain the integrity and uphold BAPMI's dignity.

CHAPTER III MEDIATOR

Article 8 Mediator Requirements

- (1) In order to be a Mediator in BAPMI's Mediation, a person must have been appointed by the Management as BAPMI's Permanent Mediator.
- (2) The Management shall appoint BAPMI's Permanent Mediator according to the following provisions:
 - (a) The nomination of a person to be BAPMI's Permanent Mediator shall be resolved in a Management Meeting based on the Management's knowledge in respect of relevant candidate's integrity and capability.
 - (b) If the relevant person, upon request for willingness submitted by the Management, is willing to be a candidate of BAPMI's Permanent Mediator, the Management shall require him/her to submit his/her resume and curriculum vitae along with copies of any supporting documents and follow a fit and proper test conducted by the Management.

- (c) The Management shall only appoint a candidate to be BAPMI's Permanent Mediator when he/she can meet the requirements, as referred to in Annex II.
- (3) When, after being appointed as BAPMI's Permanent Mediator, it is found in the future that the relevant Mediator experiences any changes in his/her condition resulting in non-fulfillment of one (1) or more of the provisions, as referred to in paragraph (2) subparagraph (c), the Management shall immediately decide to:
 - (a) temporarily suspend his/her status as BAPMI's Permanent Mediator until the fulfillment of the provisions required; or
 - (b) revoke his/her status as BAPMI's Permanent Mediator.
- (4) In the event the suspension or revocation decision, as referred to in paragraph (3), is issued by the Management while the relevant Mediator is performing his/her duties as Mediator of the case, when the Mediation is in any stage, the Management shall immediately stop the Mediation process until the appointment of a new Mediator in accordance with these Rules and Procedures.
- (5) The Management shall issue a list of BAPMI's Permanent Mediators, which is open to the public, and update any changes to the list.

Article 9

Appointment of Mediator

- (1) The Parties shall, within a maximum period of ten (10) days after their receipt of a confirmation letter from the Management, as referred to in Article 5 paragraph (6) or Article 6 paragraph (2), have agreed and appointed 1 (one) Mediator among the List of BAPMI's Permanent Mediators and deliver such appointment in writing to relevant candidate of Mediator through the Secretary with a copy to the Management.
- (2) The Secretary shall immediately forward a letter of appointment to the Mediator no later than three (3) days after receiving the letter.
- (3) The appointed Mediator is entitled to accept or reject his/her appointment, and give the response in writing no later than five (5) days after receiving the letter of appointment to the Parties through the Secretary, with a copy to the Management.
- (4) When the Mediator accepts the appointment, the Mediator shall, in his/her response, also enclose a letter of statement and disclosure in a form as specified from time to time by BAPMI with regard to the Guidelines for Conflict of Interest as set forth in Annex III. The Mediator shall be fully responsible for all legal risks arising from the truth of the said letter of statement and disclosure made and signed.

- (5) The Mediator may only accept the appointment when he/she meets the following requirements:
 - (a) listed in the List of BAPMI's Permanent Mediators;
 - (b) permitted under the provisions set forth in the Guidelines for Conflict of Interest, as referred to in Annex III;
 - (c) being in no influence or pressure by anyone to perform the duties as Mediator that will affect his/her integrity, impartiality, and independence in conducting Mediation;
 - (d) being in good health physically and mentally (medically fit), thus capable of performing his/her duties as Mediator properly.
 - (e) physically existence is known.
 - (f) making a letter of statement and disclosure, as set forth in paragraph (4), honestly and properly.
- (6) When the Mediator rejects the appointment, the Parties are given an opportunity to appoint another Mediator within a maximum period of ten (10) days after receiving a rejection letter. The duration in the second chance has included the confirmation of the Mediator appointed.
- (7) The Management is authorized to appoint a Mediator for the benefit of the Parties when:
 - (a) the Parties submit to the Management the appointment of Mediator; or
 - (b) the Parties fail to appoint a Mediator within the period, as referred to in paragraph (1) or paragraph (6).
- (8) The Management shall appoint a Mediator within a maximum period of ten (10) days after the fulfillment of the conditions, as referred to in paragraph (7).
- (9) The Management may appoint a person from the List of Permanent Mediators, the Management or the Secretariat personnel as Co-mediator to assist the appointed Mediator for the purposes of smooth implementation of the Mediation process, which will be or is running. The provisions governing the rights and obligations of Mediator under these Rules and Procedures shall also be applicable to Co-mediator.
- (10) Within a maximum period of ten (10) days after the Mediator provides an acceptance confirmation of his/her appointment as Mediator, the Management shall issue a Management decree on appointment of said Mediator as a Mediator for the case in question.
- (11) The Management is authorized not to issue a letter of appointment, as referred to in paragraph (10), when the appointment of Mediator does not meet the provisions stipulated in these Rules and Procedures.

- (12) Upon the appointment, as referred to in paragraph (10), the Management shall submit the petition file of Mediation to the Mediator through the Secretary in order to immediately initiate the Mediation negotiation.

Article 10 Obligations of Mediator

- (1) The Mediator shall comply with the provisions of the Code of Conduct. Any alleged violations of the Code of Conduct will be processed in a manner as stipulated in the provisions.
- (2) The Mediator shall conduct his/her function his/her duties to its completion in a professional, impartial, independent manner and maintain the integrity and uphold the Code of Conduct.
- (3) The Mediator shall provide equal opportunities to each Party to be heard their information, opinions and desires.
- (4) The Mediator shall immediately resign when, after receiving his/her appointment as Mediator, he/she becomes aware that he/she does not meet one (1) or more provisions, as referred to in Article 9 paragraph (5).

Article 11 Mediator Substitution

- (1) After the issuance of said appointment letter, as referred to in Article 9 paragraph (10), the Mediator cannot be substituted or resign, except in accordance with the terms and procedures set forth in this Article 11.
- (2)
 - (a) Either Party may submit a request in writing to the the Management with a copy to the Mediator and other Party, when, according to his/her consideration, the relevant Mediator does not meet one (1) or more provisions, as referred to in Article 9 paragraph (5) or Article 10.
 - (b) The Management shall immediately suspend the Mediation process until a certainty about the Mediator substitution request, as referred to in paragraph (a), is obtained.
 - (c) The other Party shall provide a written response to the request, as referred to in paragraph (1), within a maximum period of seven (7) days after receiving the letter of request.
 - (d) In the event that the Parties have no objection to the application for Mediator resignation, the Management shall immediately revoke the appointment letter of relevant Mediator, as referred to Article 9 paragraph (10).

- (e) In the event that any of the Parties is object to the application for Mediator resignation, the matter shall be decided by the Management.
 - (f) The Mediator is entitled to be first given an opportunity to defend himself or to give an explanation to the Parties and the Management in connection with the substitution request.
- (3) (a) A Mediator may apply for a resignation to the Management with a copy to The Parties, if the Mediator does not meet 1 (one) or more requirement(s), as referred to in Article 9 paragraph (5) or violated article 10.
- (b) The Management shall immediately suspend the Mediation process until a certainty regarding such application for Mediator resignation, as referred to in sub-paragraph (a).
 - (c) The Parties shall provide a written response to the resignation, as referred to in sub-paragraph (a), within a maximum period of 7 (seven) calendar days after their receipt of such resignation letter.
 - (d) In the event that the Parties have no objection to the Mediator resignation, the Management shall immediately revoke the appointment letter of relevant Mediator of the case, as referred to Article 9 paragraph (10).
 - (e) In the event that any of the Parties is object to the Mediator resignation, the matter shall be decided by the Management.
 - (f) The Mediator is entitled to an opportunity to give explanation to the Management and the Parties in connection with his application for resignation.
- (4) In the event that an Mediator dies or is in a state making him/her incompetent to apply for resignation, the Management shall immediately revoke the appointment letter of the Mediator, as referred to in Article 9 paragraph (10).
- (5) In case the Management decides to reject the request for Mediator substitution, as referred to in paragraph (2), or the application for Mediator resignation, as referred to in paragraph (3), the Mediator shall remain in charge and the Mediation resumes.
- (6) In case the Management decides to accept the request for Mediator substitution, as referred to in paragraph (2), or the application for Mediator resignation, as referred to in paragraph (3), the Management shall immediately revoke the appointment letter of the case Mediator, as referred to in Article 9 paragraph (10).
- (7) The Management's decision, as referred to in paragraph (5) and paragraph (6), shall be final and binding on the parties and the related Mediator.

- (8) After the Management revokes the appointment letter of the Mediator, a new Mediator shall be appointed as per the procedures for appointment of Mediator being substituted within a maximum period of fourteen (14) days after the date of revocation of such appointment letter. The Mediation process shall be restarted based on a new period calculation.

CHAPTER IV MEDIATION NEGOTIATION

Article 12 Timeframe

The term of Mediation negotiation shall be no longer than thirty (30) days after the date of appointment decree of the Mediator, as referred to in Article 9 paragraph (10). Such term may be extended by agreement of the Parties and the Mediator no later than thirty (30) days.

Article 13 Place

- (1) Mediation shall be held in Jakarta or any place specified by the Management. However, the Parties may propose any other place upon approval of the Management and the Mediator.
- (2) A place for convening Mediation negotiation may differ from the city and/or place on which the Settlement Agreement is signed.

Article 14 Language

Language used in all BAPMI's Mediation processes shall be Indonesian language, except upon approval of the Management allowing the Parties to choose another language.

Article 15 Documentation, Correspondence and Communication

- (1) The Parties are prohibited from recording any Mediation occasion, in the form of either audio recordings, visual recordings or audio-visual recordings.
- (2) Correspondence shall be delivered by the Secretariat to the name(s) and address(es) as listed on the Petition for Mediation. In the event of any changes, each Party shall ensure to provide the Secretariat with all information regarding name(s), telephone number(s), facsimile number(s) and complete address(es) for the purposes of correspondence from and to each Party, and any further changes with respect to the above matters.

- (3) When a Mediator has been appointed, each Party is prohibited from communicating with the Mediator in any way whatsoever in connection with the Petition for Mediation, except in a negotiation meeting, or in a Caucus, or accompanied by a copy, which is also delivered to the other Party through the Secretary.
- (4) Correspondence from the Mediator to the Parties or from one Party to the Mediator and the other Party may be made on a proceeding, Caucus, and or through the Secretary.
- (5) Delivery and distribution of correspondence through Secretariat, can be made by courier, registered mail, facsimile and or e-mail.
- (6) Delivery by the Secretary to the Parties by facsimile and or e-mail is equally valid as delivery by courier and or registered mail with sufficient receipt requested. When delivery by facsimile and or e-mail is served properly and clearly, delivery of the original mail by courier and or registered mail is not required to be made by the Secretariat to the Parties.
- (7) Documentation, correspondence and communication which are violated the provisions of Article 15 shall be invalid and considered to be non-existent.

Article 16 Confidentiality

- (1) Any processes in Mediation shall be confidential and take place privately, to be attended only by the Parties, the Mediator, the Co-mediator and the Secretary, unless the Parties require otherwise or when necessary for the enforceability of Settlement Agreement as allowable reasons in Article 21 paragraph (3) and/or paragraph (4).
- (2) Except when necessary for the enforceability of Mediation as allowable reasons in Article 21 paragraph (3) and/or paragraph (4), all persons involved in the Mediation process must maintain the confidentiality during the negotiation and after its completion, and do not use for any purpose whatsoever:
 - (a) the fact that the Mediation process will be, is being or has been taken place;
 - (b) anything arising in the Mediation process;
 - (c) any opinions expressed, recommendations or proposals proposed by the Parties for settlement of the dispute;
 - (d) all materials submitted and discussions conducted during the Mediation process;
 - (e) all data, information, correspondence, and printed materials, either in written or in electronic form, regarding any issues discussed, proposals submitted and comments raised, including any contents of the Settlement Agreement.

- (3) The provisions of confidentiality shall survive the completion of relevant Mediation process, to be applicable to all persons involved in the provision of Mediation, as referred to in paragraph (1) and/or paragraph (2).
- (4) BAPMI and/or any of the Parties shall be entitled to claim any Party violating paragraph (1) and/or paragraph (2) through a claim for, including but not limited to:
 - (a) full compensation for any losses incurred;
 - (b) costs of proceedings taken in connection with the violation;
 - (c) a guarantee of non-recurrence of such violation in the future.
- (5) In the event of a violation of paragraph (1) and/or paragraph (2), the Mediator is authorized to temporarily suspend the Mediation process until an assurance of violation non-recurrence in the future is obtained.
- (6) After the Mediation is completed, then:
 - (a) records of the Mediator and the Secretary must be destroyed;
 - (b) The Mediator cannot act as a fact witness, expert, consultant, attorney, Adjudicator, or Arbitrator in the same case.

Article 17
Negotiation Meeting, Caucus, and Hearing

- (1) The Mediator must have initiated a Mediation negotiation no later than seven (7) days after the date of receipt of the appointment decree, as referred to in Article 9 paragraph (10).
- (2) The Mediator seeks to organize Mediation process efficient and conscientious guide the Parties reach Peace Agreement.
- (3) The Mediator must take an initiative to initiate a meeting, propose a meeting schedule and agenda to the Parties to be discussed and agreed.
- (4) The Mediator must encourage the Parties to directly engage and actively participate in:
 - (a) the Mediation process entirely;
 - (b) enquiring and probing the interests of the Parties; and
 - (c) seeking a wide range of best options of settlement for the Parties.
- (5) When deemed necessary, the Mediator may convene a Caucus with the prior consent of the Parties.

- (6) When deemed necessary, the Mediator with the approval and at the expense of the Parties may invite 1 (one) or more experts in particular fields and or other third parties to provide testimony.
- (7) The Parties shall attend any negotiation meetings convened by the Mediator and may not be represented only by his/her attorney. If deemed necessary by the Mediator for the smooth implementation of the negotiation process, the Mediator may restrict the presence of the Parties' attorneys.
- (8) In the event that a Party is a legal entity, it must be represented by any of its officers and/or employees who are legitimate and authorized or by virtue of a special power of attorney to:
 - (a) represent the said legal entity;
 - (b) make a decision on behalf of the legal entity; and
 - (c) make settlement for and on behalf of the legal entity.
- (9) The negotiation, Caucus and hearing of experts'/ third parties' testimony may be face-to-face or via information technologies (telephone, teleconference, and/or videoconference).
- (10) As long as no Settlement Agreement is reached, either Party may state to the Mediator to renounce the Mediation process, with a copy to the other Party and the Management, when a strong reason and evidence that the other Party does not show good faith in carrying out the Mediation process is found.

CHAPTER V MEDIATION RESULT

Article 18 Mediation Not Achieving Settlement

- (1) The Mediator states that the Mediation ends without a settlement and immediately reports the matter in writing to the Management with a copy to the Parties when:
 - (a) after the lapse of term, as referred to in Article 12, the Mediation does not achieve settlement;
 - (b) the Mediator is aware that the dispute being mediated apparently involves assets or property or interests that clearly relate to any other party that is not a party to the Mediation, making it impossible to make any settlement that is properly enforceable;
 - (c) one or more Parties withdraw from the Mediation;
 - (d) the Mediator considers no good faith of one or more Parties in the Mediation.

- (2) Under the condition, as referred to in paragraph (1), the Mediator's duties are completed, and the dispute can be resumed to other judicial remedy as agreed by the Parties.
- (3) Special for Mediation pursued through BAPMI's Arbitration, as referred to in Article 6, the Management shall immediately notify the Sole Arbitrator/ Arbitral Tribunal that the Mediation has been completed without settlement, with the intention that the Sole Arbitrator/ Arbitral Tribunal may resume the Arbitration process.

Article 19 Settlement Agreement

- (1) When the Parties reach an agreement on the dispute settlement, the Parties assisted by the Mediator shall make a Settlement Agreement to be signed by the Parties and the Mediator as a witness.
- (2) In the event of any Party, in the Mediation process, are represented by attorneys, the Party him/herselves are obliged to also declare a written approval of the agreement reached.
- (3) Before the Parties sign the Settlement Agreement, the Mediator shall review the settlement material to avoid any agreement that is contrary to the law or unenforceable or contains bad faith.
- (4) With the signing of the Settlement Agreement by the Parties, the Mediator states that the Mediation is over and the Mediator's duties are completed. Furthermore, the Mediator shall immediately report the matter in writing to the Management.
- (5) When the Parties do not require confirming the Settlement Agreement in a Deed of Settlement, the Settlement Agreement must contain a clause to waive any claims and or a clause stating the case is completed.

Article 20 Partial Settlement Agreement

- (1) When a dispute contains more than 1 (one) claims, it is allowed to the Parties to achieve a Settlement Agreement for any portion of these claims.
- (2) When the Mediation involves many Parties, settlement may be achieved partially with respect of some Parties only.
- (3) An unresolved portion of disputes/ claims, as referred to in paragraph (1) and/or paragraph (2), may be resumed to other dispute settlement process according to an agreement of the Parties.

Article 21
Enforceability of Settlement Agreement

- (1) When either Party does not comply with or enforce the Settlement Agreement within the period agreed in the agreement, the other Party may make a written warning letter to the defaulting Party, with a copy to BAPMI.
- (2) The Management shall, within a maximum period of seven (7) days after receiving a copy of the letter, as referred to in paragraph (1), submit a written warning to the defaulting Party, with a copy to the other Party.
- (3) In the lapse of the period of seven (7) days after the submission date of the letter, as referred to in paragraph (2), and the default continues, the Management and or the other Party may re-submit a written warning letter to the defaulting Party with a copy to the association/ organization in the capital market environment to which any of the Parties is a member.
- (4) In the lapse of the period of seven (7) days after the submission date of the letter, as referred to in paragraph (3), and the default continues, the Management and or the other Party may re-submit a written warning letter to the defaulting Party with a copy to the Financial Services Authority (*Otoritas Jasa Keuangan*) and all Members of BAPMI.
- (5) The interested Party in the enforceability of the Settlement Agreement reserves the right to take a legal action against the defaulting Party in accordance with prevailing laws and regulations.

Article 22
Deed of Settlement

- (1) When the Parties require the Settlement Agreement to be stated in a Deed of Settlement, it should be listed in the Settlement Agreement and subsequently:
 - (a) either Party file a Petition for Arbitration to BAPMI or file a Petition to court to get the Deed of Settlement; or
 - (b) special for Mediation pursued through BAPMI's Arbitration, as referred to in Article 6, the Management shall immediately send the notice to the Sole Arbitrator/ Arbitral Tribunal that the Mediation is completed with the achievement of the Settlement Agreement so that the Sole Arbitrator/ Arbitral Tribunal can immediately deliver summons for proceeding to the Parties;
- (2) At the proceeding specified by the Sole Arbitrator/ Arbitral Tribunal, as referred to in paragraph (1) sub-paragraph (b), the Parties shall submit the Settlement Agreement to the Sole Arbitrator/ Arbitral Tribunal.
- (3) BAPMI's Sole Arbitrator/ Arbitral Tribunal will only confirm the Settlement Agreement in a Deed of Settlement when the agreement meets the following requirements:

- (a) it in accordance with the desires of the Parties;
- (b) it does not conflict with the law and decency;
- (c) it does not harm any third parties;
- (d) it is executable; and
- (e) it is made in good faith of the Parties.

CHAPTER VI FEES OF MEDIATION SERVICES

Article 23 Types of Fees

- (1) Fees of Mediation services consist of:
 - (a) Registration Fee, as further set forth in Article 24;
 - (b) Negotiation Fee, as further set forth in Article 25;
 - (c) Mediator Fee, as further set forth in Article 26.
- (2) The Parties are free to agree on sharing of burden and fees, as referred to in paragraph (1) between them, whether it will be borne in a pro rata basis or otherwise, or it will be borne solely by one Party. The Parties shall notify such agreement to the Management.
- (3) In the event of no such agreement, as referred to in paragraph (2), the Management considers the burden of the fees, as referred to in paragraph (1), to be shared in a pro rata basis by the Parties.
- (4) In the event of any tax calculation, the fees, as referred to in paragraph (1) in conjunction with Article 24, Article 25 and Article 26 and Annex I, shall be the net amount that should be received by BAPMI.
- (5) The Management may suspend or terminate the examination process in the event of any outstanding amount of the fees, as referred to in paragraph (1), by the Parties in accordance with Article 24 or Article 25 or Article 26.

Article 24 Registration Fee

- (1) The Parties are subject to a Registration Fee of Petition for Mediation at an amount as set out in Annex I.

- (2) The Registration Fee of Petition for Mediation is payable by the Parties at the registration of the Petition for Mediation.
- (3) Mediation pursued through BAPMI's Arbitration, as referred to in Article 6, no registration fee will be charged.

Article 25 Negotiation Fee

- (1) The Parties shall bear the Negotiation Fee. Negotiation Fee is for the following expenses:
 - (a) expenses for Mediation held outside BAPMI's office;
 - (b) expenses for presenting any experts and or third parties, as referred to in Article 17 paragraph (6);
 - (c) any requirement of Secretarial services for costs of document copying and correspondence delivery;
 - (d) any other costs incurred that are relevant and reasonably acceptable or agreed upon by the Parties.
- (2) To anticipate any negotiation fee, the Parties shall deposit to BAPMI an amount as listed in Annex I.
- (3) The deposit, as referred to in paragraph (2), shall be paid by the Parties to BAPMI prior to the commencement of the Mediation negotiation.
- (4) When the amount of the deposit has been reduced by more than 50% (fifty percent), the Parties must replenish the deposit until it reaches the initial amount of the deposit.
- (5) When all expenses of the Negotiation Fee are smaller than the deposit paid, the remaining amount of such deposit shall be refunded to the Parties, not later than fourteen (14) days after the Binding Opinion is delivered to the Parties.
- (6) The Secretariat shall prepare a report on the use of the deposit to the Parties with sufficient receipts of expenditures.

Article 26 Mediator Fee

- (1) Mediator Fee shall be paid by the Parties in full before the first negotiation meeting is convened.
- (2) The amount of Mediator fee shall be calculated based on the value of dispute with the scale of rate or minimum fees, as set out in Annex I, whichever is greater.

- (3) When the value of dispute is not expressly stated by the Parties or it is not a claim for monetary payment, the value of dispute shall be set based on the Management's consideration having regard to the complexity of the case and after hearing the views of the Parties and the Mediator.
- (4) When the Mediation fails to achieve a Settlement Agreement, without any resignation from any Party, the Mediator Fee is not calculated according to paragraph (2) or paragraph (3), but using the hourly rate calculation as set out in Annex I in accordance with the total time consumption used by the Mediator for the Mediation negotiation.
- (5) Any remaining amount of the Mediator Fee in connection with the condition, as referred to in paragraph (4), shall be refunded by BAPMI to the Parties within a maximum period of fourteen (14) days after the Mediation is completed.
- (6) In the event of resignation by either Party or the Parties from the Mediation process, then:
 - (a) the Mediator Fee shall be refunded to the Parties with a penalty of 50% (fifty percent) of the Mediator Fee, when the resignation is done prior to the first negotiation;
 - (b) the Mediator Fee cannot be refunded to the Parties, when the resignation is done after the first negotiation.
- (7) In Mediation taken through BAPMI's Arbitration, as referred to in Article 6, BAPMI does not charge a Mediator Fee when the Parties choose one Arbitrator of the Arbitral Tribunal to be the case Mediator.

CHAPTER VII SPECIAL PROVISIONS

Article 27 Mediation for Retail and Small Claims

- (1) For every Retail and Small Claim filed by the Parties to BAPMI to be resolved through Mediation, BAPMI provides specific provisions in this Article, notwithstanding the provisions of these Rules and Procedures, as follows:
 - (a) a Retail and Small Claim is any dispute between the Parties with the claim value as set forth in Annex I.
 - (b) the Parties consist of financial service consumer and Financial Service business player as defined in the Financial Services Authority Regulation Number 1/POJK.07/2013 on Financial Service Consumer Protection, and any amendments thereto, if any;
 - (c) The consumer shall be an individual, not a legal entity or association;
 - (d) a Retail and Small Claim submitted for settlement to BAPMI's Mediation cannot be initiated in the event of no deliberation effort has been made between the Parties, and/or at the same time:

- (i) the dispute has been or is being examined by another institution; or
 - (ii) the dispute has been or is being pursued for settlement through a mechanism other than BAPMI's Mediation.
- (e) the Parties shall be present by themselves in the Mediation process, and they are prohibited from being present through representation of or jointly with their attorneys. However, when any Party is a company/ institution, it may be represented by the management and or any authorized employees of its legal department or by virtue of a power of attorney.
- (f) appointment of Mediator shall be made by the Management, but each Party reserves the right to request Mediator substitution pursuant to Article 11.
- (g) the Parties are exempted from the fees, as referred to in the articles of Chapter VI and Annex I.
- (2) The special provisions shall, as set forth in paragraph (1) sub-paragraph (g), only apply to Retail and Small Claims petitioned for Mediation by the Parties within a maximum period of thirty (30) days after amicable deliberation between the Parties is at an impasse.
- (3) When the Petition for Mediation is filed in excess of such period as refer to paragraph (2), BAPMI's Mediation can still be held, but the provisions of the articles of Chapter VI and Annex I shall apply.

CHAPTER VIII CLOSING PROVISIONS

Article 28

- (1) None of the Management, Mediator, Co-Mediator, Secretary and or other BAPMI's personnel shall be subject to any criminal or civil liabilities on the performance of their duties and authorities under these Rules and Procedures, and on any contents of the Settlement Agreement.
- (2) Any of the Parties may not make any claims against BAPMI (including any of the Mediator, Co-Mediator, Management, Secretary and other BAPMI's personnel), including but not limited to claims in respect of:
- (a) any services provided by BAPMI;
 - (b) any efforts made by BAPMI;
 - (c) any disputes institutionalized and processed in BAPMI;

- (d) any actions, with respect to the Mediation process, which are taken in accordance with these Rules and Procedures.
- (3) The Parties acknowledge and agree that any claims against BAPMI (including any of the Mediator, Management, Secretary and other BAPMI's personnel) that are made in violation of the provisions of paragraph (1) and/or paragraph (2) will be a material and real loss to BAPMI. Therefore, BAPMI is entitled to take any proceedings on these claims, and also reserves the right to claim any of the Parties for full compensation of any legal fees incurred by BAPMI thereon.
- (4) Any Mediator who, at the time of entry into force of these Rules and Procedures, has been appointed as BAPMI's Permanent Arbitrator/ Mediator but do not have a Certificate of Mediator, shall be given an opportunity for a maximum of twenty four (24) months after the entry into force of these Rules and Procedures to have the relevant certificate of Mediator. When the relevant Mediator does not meet this requirement, the Management shall revoke his/her status as BAPMI's Permanent Mediator. As long as the status is not revoked, the relevant Mediator may be appointed by the Parties and or the Management to be a case Mediator in BAPMI.
- (5) The reference of any name of an organization/ institution in these Rules and Procedures shall be made also to any new name of said organization/ institution due to any change in name only or due to any action of splitting, merger, consolidation, transfer which causes a change in the name of said organization/ institution.
- (6) With these Rules and Procedures coming into force, all provisions of BAPMI's Decrees regulating BAPMI's Mediation shall be declared null and void, as set out in:
- (a) BAPMI's Decree Number KEP-02/BAPMI/11.2009 on Rules and Procedures of BAPMI, dated 30th November 2009, as amended most recently by BAPMI's Decree Number KEP-08/BAPMI/11.2011, dated 21st November 2011;
- (b) BAPMI's Decree Number KEP-01/BAPMI/07.2005 on Costs and Fees for Settlement of Disputes or Differences of Opinion in BAPMI, dated 21st July 2005, as amended most recently by BAPMI's Decree Number KEP-07/BAPMI/11.2011, dated 21st November 2011;
- (c) BAPMI's Decree Number KEP-03/BAPMI/11.2002 regarding BAPMI's Rules on BAPMI's Arbitrators, dated 19th November 2002, as amended most recently by BAPMI's Decree Number KEP-05/BAPMI/09.2011, dated 2nd September 2011; and
- (d) BAPMI's Decree Number KEP-05 BAPMI/BAPMI/12.2002 concerning Guidelines for Conflict of Interest and Affiliates for BAPMI's Arbitrators and Mediators, dated 20th December 2002.
- (7) The Code of Conduct ratified by BAPMI's General Meeting of Members shall remain valid until an amendment/ revocation by BAPMI's General Meeting of Members.
- (8) These Rules and Procedures shall come into force on the date of its stipulation.

Stipulated in Jakarta
On 17 Desember 2014

**MANAGEMENT OF
INDONESIAN CAPITAL MARKET ARBITRATION MANAGEMENT**

Signed by

Bacelius Ruru
Chairman

Felix O. Soebagjo
Secretary General

**ANNEX I
FEES OF MEDIATION SERVICES**

(1) Registration Fee of Petition for Mediation shall be IDR 2,000,000 (two million Indonesian Rupiahs).

(2) The scale of rate of Mediator Fee shall be as follows:

<u>Nilai Sengketa</u>	<u>Prosentase Biaya</u>
(a) sampai dengan Rp. 1 milyar	: 2,15 % nilai sengketa
(b) sampai dengan Rp. 2,5 milyar	: 1,20 % nilai sengketa
(c) sampai dengan Rp. 5 milyar	: 0,94 % nilai sengketa
(d) sampai dengan Rp. 10 milyar	: 0,60 % nilai sengketa
(e) sampai dengan Rp. 20 milyar	: 0,44 % nilai sengketa
(f) sampai dengan Rp. 35 milyar	: 0,28 % nilai sengketa
(g) sampai dengan Rp. 50 milyar	: 0,18 % nilai sengketa
(h) sampai dengan Rp. 75 milyar	: 0,15 % nilai sengketa
(i) sampai dengan Rp. 100 milyar	: 0,12 % nilai sengketa
(j) sampai dengan Rp. 250 milyar	: 0,10 % nilai sengketa
(k) sampai dengan Rp. 500 milyar	: 0,07 % nilai sengketa
(l) lebih besar dari Rp. 500 milyar	: 0,06 % nilai sengketa

(3) The calculation using the scale of rate, as set out above, shall be done in stages by first calculating the Mediator Fee by a percentage in the range of the value of previous dispute, with the calculation as illustrated below:

Dispute value = IDR 1,500,000,000.

*Mediation Fee Calculation = (1,000,000,000 X 3.15%) + (500,000,000 x 1.20%).
= 37.500.000,-*

(4) The Minimum Fee of Mediator shall be IDR 20,000,000 (twenty million Indonesian Rupiahs).

- (5) When the Mediation does not reach a Settlement Agreement, the calculation , as referred to in item (2), item (3) or item (4) shall not apply, and the Mediator Fee shall be IDR 2,000,000 (two million Indonesian Rupiahs)/ hour.
- (6) The Parties shall deposit to BAPMI, respectively at IDR 5,000,000 (five million Indonesian Rupiahs).
- (7) A Retail and Small Claim shall be any dispute at a claim value up to IDR 500,000,000 (five hundred million Indonesian Rupiahs).

ANNEX II
REQUIREMENTS OF BAPMI'S PERMANENT MEDIATOR

BAPMI's Permanent Mediator must meet the following requirements:

- (1) competent in performing legal actions;
- (2) at a minimum of thirty five (35) years old;
- (3) physically and mentally healthy (medically fit), thus capable of performing his/her duties as Arbitrator properly;
- (4) holding a minimum of bachelor degree or equivalent;
- (5) having hands-on experience and proficient in his/her field for at least fifteen (15) years;
- (6) not serving as an employee or officer of the Financial Services Authority (*Otoritas Jasa Keuangan*), any government agencies or state institutions;
- (7) not serving as a judge, public prosecutor, clerk and officer of other judicial bodies, police officer, and military officer;
- (8) not registered as member of high state institution;
- (9) nor serving as public official;
- (10) not serving as an officer or director of Stock Exchange institution, Clearing and Guarantee house, or Central Securities Depository institution;
- (11) never been convicted for committing any crimes or criminal offenses by a final and binding court verdict;
- (12) never been declared bankrupt by a final and binding court verdict;
- (13) not included in the list of people who are banned from taking certain actions in capital market and/or other financial services;
- (14) never been convicted for any crimes or criminal offenses related to economic, trade and/or financial issues;
- (15) understanding and familiar with the laws and regulations on capital market in capital market according to their expertise;
- (16) understanding and familiar with the laws and regulations in Arbitration and Alternative Dispute Resolution in Indonesia, and these Rules and Procedures;
- (17) submitting personal data and curriculum vitae along with copies of any supporting documents to the Management;

- (18) passing the fit and proper test conducted by the Management;
- (19) willing to comply with and will not commit any violations of the Code of Conduct of BAPMI's Arbitrator with all consequences and sanctions when violated;
- (20) willing to comply with and will not commit any violations of the Code of Conduct in respect of any profession in which he/she is engaged outside BAPMI, if any;
- (21) willing to comply with and will not commit any violations of these Rules and Procedures and any amendments thereto, if any;
- (22) willing to comply with and will not commit any violations of the Management's decree with regard to the application of these Rules and Procedures.
- (23) preferably holding:
 - a. a valid and applicable certificate of professional expertise in Arbitration.
 - b. experienced of being an Arbitrator in any arbitration institutions, at home or abroad.

ANNEX III
GUIDELINES FOR CONFLICT OF INTEREST

1. In the provisions of Annex III, all the words:
 - a. **"family relationship"** is a family relationship by marriage and descent to the second degree, both horizontally and vertically;
 - b. **"affiliate"** or **"its affiliate"** in the context of an association or legal entity means:
 - 1) a relationship between the Party and any of its employees, directors, or commissioners;
 - 2) a relationship between two (2) companies in which there is/are 1 (one) or more same directors or commissioners;
 - 3) a relationship between a company and the Party which, either directly or indirectly, controls or is controlled by the company;
 - 4) a relationship between two (2) companies that are controlled, directly or indirectly, by the same Party; or
 - 5) a relationship between a company and its major shareholders.
2. The Guidelines for Conflict of Interest are prepared considering that Article 22 of Law Number 30 of 1999 on Arbitration and Alternative Dispute Resolution does not comprehensively regulate the meaning of family relationship, financial relationship, and employment relationship between a Mediator and one of the parties or any of their attorneys.
3. A Mediator is prohibited from handling a case in BAPMI's Mediation (hereinafter referred to as the **"Case"**) as a Mediator of the Case when he/she meets one (1) or more of the following conditions:
 - a. the Mediator is a Party to the Case;
 - b. the Mediator has been involved previously in the Case;
 - c. the Mediator have provided any of the consultancy/ advisory/ expert opinion services to one of the Parties/ its affiliate of the Case;
 - d. the Mediator is being a consultant/ advisor/ expert of either Party;
 - e. the Mediator is being a manager, director or member of board of commissioners, or an influential person in a company of one of the Parties/ its affiliate;

- f. the Mediator is being a manager, director or member of board of commissioners, or a person with a power to control the affiliate of either Party, when the affiliate is directly related to the Case;
 - g. the Mediator has a family relationship with one of the Parties;
 - h. the Mediator has any financial interests in one of the Parties;
 - i. the Mediator has financial interests in the Settlement Agreement that may be achieved;
 - j. the Mediator/ his office periodically provides any of the consultancy/ advisory/ expert opinion services to one of the Parties/ its affiliate, and the Mediator/ his office get financial fees for the delivery of such services;
 - k. the Mediator's office is handling the Case or providing any of consultancy/ advisory/ expert opinion services to the Case for either Party, despite without involving the Mediator.
 - l. the Mediator is a shareholder, either directly or indirectly, of one of the Parties/ its affiliate by having no power to influence one of the Parties;
 - m. Mediator has family relationship with any attorney of one of the Parties;
 - n. the Adjudicator has announced that he/she is in a certain position having a conflict of interest and or incapable of acting impartially in respect of the Case, either through a public statement or otherwise;
4. In case the Mediator meets one (1) or more of the following conditions, he/she can be appointed as a Mediator of the Case provided that he/she shall first submit disclosure of information to the Parties on his/her relationship with the Case and the Parties/ one of the Parties, and furthermore the Parties have no objection to the appointment:
- a. within a period of six (6) recent months, the Mediator/ his office has provided any of the consultancy/ advisory/ expert opinion services to one of the Parties/ its affiliate;
 - b. within a period of six (6) recent months, the Mediator/ his office has represented one of the Parties/ its affiliate;
 - c. the Mediator/ his office is representing one of the Parties/ its affiliate in another dispute, but it is not related to the Case;
 - d. the Mediator/ his office periodically provides any of the consultancy/ advisory/ expert opinion services to one of the Parties/ its affiliate, and the Mediator/ his office get financial fees for the delivery of such services;
 - e. the Mediator's office is in a material business relationship with one of the Parties/its affiliate on any subject matter that is not related to the Case;

- f. the Adjudicator has a family relationship with manager, director, or any member of board of commissioners or with anyone having a power to influence one of the Parties;
 - g. the Adjudicator/ his/her family has a family relationship with any third party having having a claim to debt to one of the parties;
 - h. the Adjudicator's family has any financial interests in the Adjudication Award that will be passed;
 - i. the Adjudicator's family has any financial interests in one of the Parties/ its affiliate;
 - j. the Mediator/ his office periodically provides any of the consultancy/ advisory/ expert opinion services to one of the Parties/ its affiliate, and the Mediator/ his office get financial fees for the delivery of such services;
 - k. The Adjudicator's office once had a material business relationship with one of the Parties/ its affiliate in any subject matter that is not related to the Case and without the involvement of the Adjudicator;
 - l. one of the Adjudicator's close family members is an associate or employee of a law firm representing one of the Parties, whether or not he/she participates or does not participate in handling the Case;
5. In case the Mediator meets one (1) or more of the following conditions, he/she can be appointed as a Mediator of the Case without statement of acceptance if Mediator first submit disclosure of information to the Parties on his/her relationship with the Case and the Parties/ one of the Parties:
- a. within a period of three (3) recent years, the Mediator was appointed as a Mediator or Arbitrator in BAPMI for two (2) times or more by one of the Parties/ its affiliate;
 - b. within a period of three (3) recent years, the Mediator was appointed as a Mediator or Arbitrator outside BAPMI for two (2) times or more by one of the Parties/ its affiliate;
 - c. within a period of three (3) recent years, the Mediator accepted appointment for more than three (3) times as a Mediator or Arbitrator by the same attorney of either Party;
 - d. within a period of three (3) recent years, the Mediator/ his office has acted as an attorney/ consultant/ advisor/ expert for one of the Parties/ its affiliate in respect of any subject matter that is not related to the Case, and the relationship has ended at least six (6) months before being appointed as a Mediator;
 - e. within a period of three (3) recent years, the Mediator/ his office has provided any of the consultancy/ advisory/ expert opinion services to one of the Parties/ its affiliate in respect of any subject matter that is not related to the Case, and the relationship has ended at least six (6) months before being appointed as a Mediator;

- f. within a period of three (3) recent years, the Mediator has been associated with one of the Parties/ its affiliate professionally, e.g. a former employee or associate, and the relationship has ended at least six (6) months before being appointed as a Mediator;
 - g. an office sharing revenue with the Mediator's office has provided any of the legal/ consulting/ advisory/ expert opinion services to one of the Parties/ its affiliate in any subject matter that is not related to the Case;
 - h. the Mediator and any attorney of either Party are members of the same professional and or hobby association/ organization;
 - i. within three (3) recent years, the Mediator was once an associate of or affiliated with any attorney of either Party/ its affiliate, and the relationship has ended at least six (6) months before being appointed as a Mediator;
 - j. within three (3) recent years, one of the associates in the Mediator's office was once a Mediator or Arbitrator in a dispute and he/she is appointed by one of the Parties/ its affiliate;
 - k. within a period of three (3) recent years, the Arbitrator has been acting as a judge or Arbitrators and had handled material disputes involving one of the Parties/ its affiliate;
 - l. the Adjudikator is a minority shareholder, either directly or indirectly, of one of the Parties/ its affiliate by having no power to influence one of the Parties;
 - m. the existence of a close personal relationship between the Adjudikator and either Party/ the attorney, as shown by the fact that they meet on a regular basis or frequently outside the office affairs;
 - n. the existence of a close personal relationship between the Adjudikator and any director, commissioner, or a person having an influence in the control of one of the Parties/ its affiliate, as shown by the fact that they meet on a regular basis or frequently outside the office affairs.
6. In the event of any objection from any of the parties on appointment of any Mediator by reason of violation of 1 (one) or more provisions set forth in the Guidelines for Conflict of Interest, it shall be filed and resolved according to Article 11 of Rules and Procedures of Arbitration.