

APEC Rules of eBRAM

Introduction

These Rules have been adopted by the Board of Directors of eBRAM International Online Dispute Resolution Centre Limited for use by parties seeking to resolve business to business cross border disputes by online dispute resolution (in particular micro, small and medium sized enterprises (MSME's) focusing on disputes involving less than US\$ [64,432] within the scope of the APEC Collaborative Framework for Online Dispute Resolution of Cross-Border Business-to-Business Disputes. Parties may choose to use these rules for disputes involving more than US\$[64,432]. Online dispute resolution under these eBRAM Rules gives the Parties speedy and cost effective ways to resolve their dispute by negotiation, mediation and arbitration supported by a neutral and eBRAM.

Application

These Rules may be adopted in a written agreement between the Parties to a dispute at any time before or after a dispute has arisen. The scope of application of these Rules is set out in Article 1 of these Rules. A model clause by which the Parties agree to use these Rules that may be included in their written agreement can be found in Clause 1 of the Annex to these Rules.

Commencement

These Rules will come into effect on 1 June 2021.

I. Introductory rules

1 Article 1 - Scope of application

- 1.1 These Rules shall apply to business-to-business disputes where the parties to a sales or service contract have agreed in writing that any dispute relating to the transaction between them shall be resolved via the eBRAM Platform (as defined in Article 2 following) under these Rules. The Rules do not cover Consumer Transactions (also as defined in Article 2 following).
- 1.2 These Rules shall govern the proceedings under these Rules, subject to such modifications as the parties may agree. Where any of these Rules is in conflict with a provision of the law applicable to the proceedings that the parties cannot contract out of, that provision of the applicable law shall prevail.
- 1.3 Unless the parties otherwise agree, the law applicable to all the proceedings under these Rules shall be the laws of Hong Kong SAR. For the avoidance of doubt this includes the law applicable to the Parties' agreement to resolve any dispute between them under the eBRAM Rules and the law applicable to the procedure of the dispute resolution proceedings under the eBRAM Rules.

2 Article 2 – Definitions

2.1 For purposes of these Rules:

Claimant means any party initiating proceedings under these Rules;

Communication means any communication (including a statement, declaration, demand, notice, response, submission, proposal, notification or request) made by means of information uploaded, conducted and transmitted through the eBRAM Platform;

Consumer Transaction means a contract concluded for personal, family or household purposes;

eBRAM means eBRAM International Online Dispute Resolution Centre Limited;

eBRAM Platform means a multi-purpose hub for resolving disputes online which uses the on-line dispute resolution software to be adopted and revised by eBRAM from time to time and which may be accessed at www.ebram.org;

E-communication means any communication (including a statement, declaration, demand, notice, response, submission, proposal, notification or request) made by means of information generated, sent, received, stored, processed uploaded, conducted and transmitted through or derived from the eBRAM Platform;

Electronic Address means an information system, or portion thereof, designated by the parties to eBRAM to exchange communications;

Neutral means the mediator or the arbitrator appointed to conduct the Proceedings at the relevant time;

Online Dispute Resolution or **ODR** means a mechanism for resolving disputes through the use of electronic communications and other information and communication technology

Proceedings means the ODR provided by eBRAM on the eBRAM Platform for any dispute described in Article 1.1 above.

Respondent means any party to whom the notice produced in accordance with Article 4 is directed;

2.2 In these Rules, unless the context otherwise requires, the following rules of interpretation shall apply:

- (a) each gender includes the others; and
- (b) words and expressions in the singular include the plural and vice versa.

3 Article 3 - Communications

- 3.1 Save as otherwise provided in these Rules, all communications in the course of any proceedings shall be communicated to eBRAM and uploaded to and transmitted through the eBRAM Platform.
- 3.2 eBRAM shall promptly acknowledge receipt of any communications by a party or the Neutral at their electronic addresses.
- 3.3 eBRAM shall promptly notify a party or the Neutral of the availability of any communication directed to that party or the Neutral at the eBRAM Platform.
- 3.4 In agreeing to make use of the eBRAM Platform, a party has agreed to accept that transmission by electronic means through the eBRAM Platform constitutes valid service of any communication.
- 3.5 A communication transmitted by electronic means through the eBRAM Platform shall be deemed to have been received when eBRAM notifies the parties of the availability of the communication on the eBRAM Platform.
- 3.6 eBRAM shall promptly notify all parties and the Neutral of the conclusion of the negotiation stage of proceedings and the commencement of the mediation stage of proceedings; the expiry of the mediation stage of proceedings; and, if relevant, the commencement of the arbitration stage of proceedings.
- 3.7 For the purpose of calculating a period of time under these Rules, such period shall begin to run on the day following the day a notice is received pursuant to Article 3.5 above. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Official holidays or non-business days occurring during the running of the period of time are included in calculating the period. Unless the parties otherwise agree, the time zone of Hong Kong SAR shall be regarded as the basis for calculating a period of time.
- 3.8 For the purpose of verifying the authenticity of evidences, all evidences uploaded onto the eBRAM Platform, including documents, audio, photography or videography footage, may be required by the Neutral to be certified by a regulated professional person, including a solicitor, chartered accountant or a notary public, including the parties' legal representatives in the proceedings, unless the parties otherwise agree.

II. Commencement of Proceedings

4 Article 4 - Notice

- 4.1 The Claimant shall communicate the commencement notice to eBRAM by:
 - (a) uploading it to the eBRAM Platform; and
 - (b) any means of communication that provides or allows for a record of its transmission.
- 4.2 The commencement notice should, as far as possible, be accompanied by all documents and other evidence relied upon by the Claimant or contain references to them.

- 4.3 eBRAM shall promptly notify the parties, including in particular the Respondent, that the commencement notice is available on the eBRAM Platform, upon which the proceedings shall be deemed to commence.
- 4.4 The commencement notice shall include:
- (a) The name and contact details (including Electronic Address) of the Claimant and of the Claimant's representative (if any) authorized to act for the Claimant in the proceedings;
 - (b) The name and contact details (including Electronic Address) of the Respondent and of the Respondent's representative (if any) known to the Claimant;
 - (c) The grounds on which the claim is made and brief details of the nature of the dispute;
 - (d) Any solutions proposed to resolve the dispute;
 - (e) The Claimant's preferred language of proceedings;
 - (f) The signature or other means of identification and authentication of the Claimant and/or the Claimant's representative; and
 - (g) Identification of the agreement invoked.
- 4.5 Together with the commencement notice, the Claimant shall pay the online registration and administrative fees set out in the Appendix to the Rules that applies on the date the notice is submitted.
- 4.6 If the commencement notice does not comply with these Rules or if the Registration Fee and Administrative Fee are not paid, eBRAM may request the Claimant to rectify the defect within an appropriate time limit. If the Claimant complies with such requests within the time limit, the proceedings shall be deemed to have commenced under Article 4.3 on the date the initial notice was received by eBRAM. If the Claimant fails to comply, the proceedings shall be deemed not to have commenced under Article 4.3, without prejudice to the Claimant's right to submit a fresh commencement notice at a later date.

5 Article 5 - Response

- 5.1 The Respondent shall, within seven (7) calendar days of being notified of the availability of the commencement notice on the eBRAM Platform pursuant to article 4.3 above, communicate the response to eBRAM by:
- (a) uploading it to the eBRAM Platform; and
 - (b) any means of communication that provides or allows for a record of its transmission.
- 5.2 The response should, as far as possible, be accompanied by all documents and other evidence relied upon by the Respondent or contain references to them.
- 5.3 The response shall include:
- (a) The name and contact details (including Electronic Address) of the Respondent and the Respondent's representative (if any) authorized to act for the Respondent in the proceedings;

- (b) A response to the grounds on which the claim is made;
 - (c) Any solutions proposed to resolve the dispute;
 - (d) The signature or other means of identification and authentication of the Respondent and/or the Respondent's representative; and
 - (e) Notice of any counterclaim containing the grounds on which the counterclaim is made. Together with the counterclaim notice, the Respondent shall pay the online registration and administrative fees required by the Appendix hereto in force on the date the notice is submitted.
- 5.4 The Respondent may provide, at the time it submits its response, any other relevant information, including information in support of its response, and also information in relation to the pursuit of other legal remedies.
- 5.5 A Claimant to whom a Notice of counterclaim is addressed shall respond to the counterclaim within the response period set out in Article 5.1 and in the same manner set out in Articles 5.1, 5.2, 5.3 and 5.4 as if the Claimant were the Respondent to whom a commencement notice has been notified.

Stages of Proceedings

6 Article 6 - Negotiation Stage

- 6.1 If the response does not include a counterclaim, the negotiation stage shall commence upon communication of the response to eBRAM and notification thereof to the Claimant. If the response does include a counterclaim, the negotiation stage shall commence upon the Claimant's communication of the response to that counterclaim and notification thereof to the Respondent, or after the expiration of the response period set out in Article 5.5, whichever is earlier.
- 6.2 The Negotiation Stage of proceedings shall comprise negotiation between the parties via the eBRAM Platform.
- 6.3 If:
- (a) the Respondent does not communicate a response to eBRAM in accordance with Article 5, or
 - (b) one or both parties request that the proceedings move to the mediation stage of the proceedings; or
 - (c) a party elects not to engage in the negotiation stage of the proceedings, the mediation stage of the proceedings shall immediately commence.
- 6.4 If the parties have not settled their dispute by negotiation within ten (10) calendar days of the commencement of the negotiation stage of the proceedings, the mediation stage of the proceedings shall immediately commence.

6.5 The parties may agree to a one-time extension of the deadline for reaching settlement during the negotiation stage of the proceedings. No extension shall be more than ten (10) calendar days.

7 Article 7 - Mediation Stage

7.1 Upon commencement of the mediation stage of the proceedings, eBRAM shall promptly appoint a Neutral in accordance with Article 11, and notify the parties of:

- (a) the appointment of the Neutral, and
- (b) the deadline for the expiry of the mediation stage of the proceedings under Article 7.3.

7.2 Following appointment, the Neutral shall communicate with the parties to attempt to reach a settlement agreement. Once a settlement agreement is reached, the mediated settlement agreement shall be signed and executed electronically by the parties on the eBRAM Platform. Should any party require a copy of the mediated settlement agreement certified by eBRAM, this will be couriered to the party upon receipt by eBRAM of an online request communicated via the eBRAM Platform and payment of the prescribed fees.

7.3 If the parties have not settled their dispute by mediation within ten (10) calendar days of being notified of the appointment of the Neutral under Article 11, the proceedings shall move to the final (arbitration) stage of proceedings pursuant to Article 8, PROVIDED THAT IF:

- (a) The subject matter of the dispute may not be arbitrated according to the laws of the place (seat) of the proceedings, the parties may agree to terminate the proceedings;
- (b) The parties do not agree to terminate the proceedings as set out in the paragraph immediately above, the proceedings shall proceed to the arbitration stage, and the issue of whether the dispute may be arbitrated according to the laws of the place the arbitration shall be determined by the Neutral appointed to conduct the arbitration.

8 Article 8 - Arbitration Stage

8.1 At the expiry of the mediation stage of the proceedings, the Neutral shall proceed to communicate a deadline to the parties by which all communications and submissions shall be made. Such deadline shall be no later than ten (10) calendar days from the expiry of the mediation stage of the proceedings.

- (a) The Neutral shall have the power to disclose to any party the confidential information disclosed to the Neutral by the other party in the course of the mediation stage, but only for the purpose of complying with any requirement of the law applicable to the arbitration.
- (b) Other than in compliance with the applicable law, the Neutral shall disregard all confidential information disclosed to him and shall not take the same into account for the purpose of the arbitration.

8.2 Each party shall have the burden of proving the facts relied on to support its claim or defence.

- 8.3 The Neutral shall resolve the dispute based on the information submitted by the parties and shall render an award. The Neutral shall have jurisdiction to decide on the tribunal's jurisdiction and on the arbitrability of the dispute. Electronic copy of the award shall be uploaded to the eBRAM Platform.
- 8.4 The award shall be made in writing and signed by the Neutral, and shall indicate the date on which it was made and the seat of arbitration.
- 8.5 The requirement in Article 8.4 for:
- (a) the award to be in writing shall be met where the information contained in the award is accessible so as to be usable for subsequent reference; and
 - (b) The award to be signed shall be met where data can be used to identify the Neutral and to indicate his or her approval of the information contained in the award.
- 8.6 The award shall state brief reasons upon which the award is based.
- 8.7 The award shall be rendered promptly, preferably within ten (10) calendar days from a specified date in proceedings as determined by eBRAM.
- 8.8 The award shall be final and binding on the parties. The parties shall carry out the award without delay.
- 8.9 An award may be made public with the consent of all parties or, where and to the extent disclosure is required of a party by legal duty, to protect or pursue a legal right or, in relation to legal proceedings before a court or other competent authority.
- 8.10 Should any party require an original signed paper copy of arbitral award, this will be couriered to the party upon receipt by eBRAM of an online request communicated via the eBRAM Platform.
- 8.11 In all cases the Neutral shall make an award in accordance with the terms of the relevant contract in dispute between the parties, taking into account any relevant facts, circumstances and the usage of trade or industrial practice applicable to the transaction, if any.
- 8.12 The Neutral shall apply the rules of law designated by the parties as applicable to the substance of the dispute. Failing such designation, the Neutral shall apply the law which it determines to be appropriate.
- 8.13 The Neutral shall decide as amiable compositeur or ex aequo et bono, only if the parties have expressly authorized the Neutral to do so.

9 Article 9 - Correction of award

- 9.1 Within five (5) calendar days after the uploading of the award, a party, with notice to the other party, may, through the eBRAM Platform, request the Neutral to correct in the award any error in computation, any clerical or typographical error, or any error or omission of a similar nature. If the Neutral considers that the request is justified, he or she shall make the correction including a brief statement of reasons therefor, within two (2) calendar days of receipt of the request. The corrected award shall be uploaded to the eBRAM Platform and shall supersede the previous award.

- 9.2 The Neutral may, within five (5) calendar days after uploading the award to the eBRAM Platform, make such corrections on its own initiative.

10 Article 10 - Settlement

If settlement is reached at any stage of the proceedings, the terms of such settlement shall be uploaded to the eBRAM Platform, at which point the proceedings shall automatically terminate.

IV. Appointment, Powers, and Functions of the Neutral

11 Article 11 - Appointment of Neutral

- 11.1 The number of Neutral to be appointed shall be one.
- 11.2 eBRAM shall appoint the Neutral promptly following commencement of the mediation stage of the proceedings. Upon appointment of the Neutral, eBRAM shall promptly notify the parties of the name of the Neutral and any other relevant or identifying information in relation to that Neutral in addition to the matters referred to in Article 7.1 above.
- 11.3 In appointing a Neutral, eBRAM shall consider the need for the Neutral to be independent and impartial of the parties.
- 11.4 The Neutral, by accepting appointment, confirms that he or she can devote the time necessary to conduct the proceedings diligently, efficiently and in accordance with the time limits in the Rules.
- 11.5 The Neutral shall, at the time of accepting his or her appointment, declare his or her impartiality and independence.
- 11.6 The Neutral, from the time of his or her appointment and throughout the proceedings shall, without delay, disclose to eBRAM any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence. eBRAM shall promptly communicate such information to the parties.
- 11.7 Either party may object to the Neutral's appointment within two (2) calendar days:
- (a) of the notification of the appointment without giving reasons therefor; or
 - (b) of a fact or matter coming to its attention that is likely to give rise to justifiable doubts as to the impartiality or independence of the Neutral, setting out the fact or matter giving rise to such doubts at any time during the proceedings.
- 11.8 If no challenges are made within the period provided in Article 11.7, the appointment shall become final.
- 11.9 Where a party objects to the appointment of a Neutral under Article 11.7(a), that Neutral shall be automatically disqualified and another appointed in his or her place by eBRAM. Each party shall have a maximum of [three (3)] challenges to the appointment of a Neutral pursuant to Article 11.7(a), following which the appointment of a Neutral by eBRAM shall be final, subject to Article 11.7(b).

- 11.10 Where a party objects to the appointment of a Neutral under Article 11.7(b), eBRAM shall make a determination within three (3) calendar days on whether a Neutral shall be replaced.
- 11.11 Either party may object, within three (3) calendar days of the final appointment of the Neutral, to the provision by eBRAM to the Neutral of information generated during the negotiation stage of the proceedings. Following the expiration of this three (3) day period, and in the absence of any objections, eBRAM shall send the entire set of existing information on the eBRAM Platform to the Neutral.

12 Article 12 - Resignation or Replacement of Neutral

If the Neutral resigns or otherwise has to be replaced during the course of the Proceedings, eBRAM shall appoint a Neutral to replace him or her pursuant to Article 11. The Proceedings shall resume at the stage where the replaced Neutral ceased to perform his or her functions.

13 Article 13 - Power of the Neutral

- 13.1 Subject to the Rules, the Neutral may conduct the Proceedings in such manner as he or she considers appropriate.
- 13.2 The Neutral, in exercising his or her functions under the Rules, shall conduct the Proceedings so as to avoid unnecessary delay and expense and to provide a fair, efficient and cost-effective process for resolving the dispute. In doing so, the Neutral shall remain at all times wholly independent and impartial and shall treat both parties equally.
- 13.3 Subject to any objections under Article 11.11, the Neutral shall conduct the Proceedings on the basis of all communications made during the proceedings, the relevance of which shall be determined by the Neutral. The proceedings shall be conducted on the basis of these materials only, unless the Neutral decides otherwise.
- 13.4 At any time during the Proceedings the Neutral may request or allow the parties (upon such terms as to costs and otherwise as the Neutral shall determine) to provide additional information, produce documents, exhibits or other evidence within such period of time as the Neutral shall determine.
- 13.5 The Neutral shall have the power to rule on his or her own jurisdiction, including any objections with respect to the existence or validity of any agreement to refer the dispute to eBRAM. For that purpose, the dispute resolution clause that forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A determination by the Neutral that the contract is null shall not automatically entail the invalidity of the dispute resolution clause.
- 13.6 The Neutral, after making such inquiries as he or she may deem necessary, may, in his or her discretion, extend any deadlines under these Rules.

V. General Provisions

14 Article 14 - Deadlines

eBRAM, or, if relevant, the Neutral, shall notify parties of all relevant deadlines during the course of proceedings.

15 Article 15 – Legal Place/Seat of Arbitration

The Hong Kong SAR shall be the place of the arbitration (known as the seat of the arbitration) unless the parties have agreed in writing otherwise.

16 Article 16 - Language of proceedings

The Proceedings shall take place in the language of the Parties' written agreement to submit disputes to eBRAM for ODR under these Rules or any agreement they may later reach as to this. In the absence of such agreement, eBRAM shall determine the language or languages to be used in the proceedings.

17 Article 17 - Representation

A party may be represented or assisted by a person or persons chosen by that party. The names and contact details (including the Electronic Address) of such persons and their authority to act shall be communicated through the eBRAM Platform.

18 Article 18 - Exclusion of liability

Save for intentional wrongdoing, the parties waive, to the fullest extent permitted under the applicable law, any claim against eBRAM and the Neutral based on any act or omission in connection with the proceedings under these Rules.

19 Article 19 - Allocation of Costs at the Arbitration Stage

19.1 The costs of the arbitration shall in principle be borne by the unsuccessful party or parties. However, the Neutral may apportion each of such costs between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case.

19.2 The Neutral shall, in the final award, determine any amount that a party may have to pay to another party as a result of the decision on allocation of costs.

20 Article 20 - Costs

20.1 The term 'costs' includes only:

- (a) the reasonable fees and disbursement of the Neutral fixed by eBRAM;
 - (b) the reasonable costs of expert advice and of other assistance required by the Neutral during the arbitration stage of the Proceedings;
 - (c) legal and other costs incurred by the parties during the arbitration stage of the proceedings to the extent the Neutral determines reasonable; and
 - (d) any fees and expenses of eBRAM.
- 20.2 The fees and expenses of the Neutrals shall be reasonable in amount, taking into account the amount in dispute, the complexity of the subject matter, the time spent by the Neutrals and any other relevant circumstances of the case.
- 20.3 eBRAM shall determine the fees payable to a Neutral in accordance with the eBRAM Schedule of Fees in the Appendix and the following rules:
- (a) In determining the fees payable to a Neutral, eBRAM shall take into account the amount in dispute, the complexity of the subject-matter, the time spent by the Neutral, and any other circumstances of the case, including, but not limited to, the discontinuation of the arbitration in case of settlement or for any other reason;
 - (b) Where the arbitral tribunal comprises three Neutrals, eBRAM, at its discretion, shall have the right to increase the total fees up to a maximum which shall normally not exceed three times the fees of a sole Neutral;
 - (c) The Neutral's fees may exceed the amounts calculated in accordance with eBRAM Schedule of Fees where, in the opinion of eBRAM, there are exceptional circumstances, which include, but are not limited to, the parties conducting the arbitration in a manner not reasonably contemplated at the time when the arbitral tribunal was constituted.
- 20.4 eBRAM shall determine the expenses payable to a Neutral with reference to the eBRAM Guidelines on Arbitrator Expenses.
- 20.5 eBRAM shall, before the case is referred to a Neutral, require the parties, through the eBRAM Platform, to deposit an amount as eBRAM may determine as an advance for the costs of the Neutral.
- 20.6 During the course of the proceedings eBRAM may request supplementary deposits from the parties.
- 20.7 If the required deposits are not paid in full within 30 days after the receipt of the request, eBRAM shall so inform the parties in order that one or more of them may make the required payment. If such payment is not made, eBRAM may order the suspension or termination of the proceedings.
- 20.8 After a termination order or final award has been made, eBRAM shall render an accounting to the parties of the deposits received and return any unexpended balance to the parties.

ANNEX

Model Provisions

1. Model eBRAM Clause by which Parties Agree to Resolve Any Dispute by ODR under eBRAM's Rules. This can be inserted in the Parties' Contract before the Dispute Or Agreed upon in writing after any dispute has arisen

Any dispute, controversy or claim arising hereunder and within the scope of the APEC Collaborative Framework for Online Dispute Resolution of Cross-Border Business-to-Business Disputes providing for an online dispute resolution process through negotiation, mediation and binding arbitration, shall be settled in accordance with the APEC Rules of eBRAM in force when the commencement notice is submitted.

Note: Parties should consider adding:

- (a) The number of Neutrals shall be one.
- (b) The place of arbitration shall be Hong Kong.
- (c) The applicable law of this arbitration agreement and of the procedure for the proceedings by ODR under the APEC Rules of eBRAM shall be the laws of the Hong Kong SAR.
- (d) The language used in the ODR under the APEC Rules of eBRAM shall be [English/such language as the Parties agree].

2. Model Statement of Independence by the Appointed Neutral pursuant to Article 11.5 of these Rules

I am impartial and independent of each of the parties and intend to remain so. To the best of my knowledge, there are no circumstances, past or present, likely to give rise to justifiable doubts as to my impartiality or independence. I shall promptly notify the parties and any other Neutrals, any such circumstances that may subsequently come to my attention during these proceedings.

APPENDIX

Online Registration and Administrative Fees pursuant to Article 4.5

Registration Fee

The Registration Fee payable by the Claimant pursuant to Article 4.5 when a commencement notice is submitted shall be HK\$5,000 [US\$645]. If there is more than one Claimant, the amount shall be shared equally amongst the Claimant, unless the parties agree otherwise. If the Claimant fails to pay the Registration Fee, eBRAM shall not proceed with the proceedings. The Registration Fee shall not be refundable save in exceptional circumstances to be determined by eBRAM in its sole discretion.

[see separate schedule circulated by KMR on 15 May 2021]

Method of Payments

Payments of all registration and administrative fees and expenses may be made by Hong Kong Dollar cheque payable to “eBRAM International Online Dispute Resolution Centre Limited” or by bank transfer to the following account:

Account No: 004-741-287445-838

Account Name: eBRAM International Online Dispute Resolution Centre Limited

Bank: The Hongkong & Shanghai Banking Corporation Limited,
1 Queen’s Road Central, HK

Swift Code: HSBC HK HHH KH

Payments of the Neutral’s fees and expenses may be made by Hong Kong Dollar cheque payable to “eBRAM International Online Dispute Resolution Centre Limited” or by bank transfer to the following account:

Account No: 004-741-176978-001

Account Name: eBRAM International Online Dispute Resolution Centre Limited

Bank: The Hongkong & Shanghai Banking Corporation Limited,
1 Queen’s Road Central, HK

Swift Code: HSBC HK HHH KH

Schedule 1

Administrative Fee and Neutral's Fee for Disputes Valued at No More Than HK\$500,000 (US\$64,432)

Administrative Fee

eBRAM's Administrative Fee for Disputes Valued at no more than HK\$500,000 (US\$64,432) shall be determined according to the following table:

Amount in dispute (HKD/USD)	Administrative Fee (HKD/USD)
Up to HK\$150,000 (US\$19,330)	HK\$7,000 (US\$902) + 1% of amount of claim
From HK\$150,001 to HK\$300,000 (US\$19,330 to US\$38,660)	HK\$9,500 (US\$1,224) + 1% of & over HK\$150,000 (US\$19,330)
From HK\$300,001 to HK\$500,000 (US\$38,660 to US\$64,432)	HK\$11,000 (US\$1,417) + 1% of & over HK\$300,000 (US\$38,660)

Where in the opinion of eBRAM, there are exceptional circumstances, eBRAM's management may depart from the amount of charges above. If the amounts in dispute are not yet quantified, eBRAM shall fix the Administrative Fees after taking into account all the circumstances.

Neutral's Fees

eBRAM's Neutral's Fees for Disputes Valued at no more than HK\$500,000 (US\$64,432) shall be fixed in accordance with the below table:

Amount in Dispute (HKD/USD)	Neutral's Fees (HKD/USD)
Up to HK\$500,000 (US\$64,432)	HK\$15,000 (US\$1,933) for cases settled with mediated settlement agreement; or HK\$25,000 (US\$3,222) for cases resolved by way of an arbitral award

Schedule 2

Administrative Fee and Neutral's Fee for Disputes Valued at More Than HK\$500,000 (US\$64,432)

Administrative Fee

eBRAM's Administrative Fee for Disputes Valued at more than HK\$500,000 (US\$64,432) shall be determined according to the following table:

Amount in dispute (HKD/USD)	Administrative Fee (HKD/USD)
From HK\$500,001 to HK\$1,000,000 (US\$64,433 to US\$128,866)	HK\$13,000 (US\$1,675) + 1% of & over HK\$500,000 (US\$64,433)
From HK\$1,000,001 to HK\$5,000,000 (US\$128,866 to US\$644,330)	HK\$18,000 (US\$2,320) + 0.75% of & over HK\$1,000,000 (US\$128,866)
From HK\$5,000,001 to HK\$15,000,000 (US\$644,330 to US\$1,932,990)	HK\$48,000 (US\$6,186) + 0.3% of & over HK\$5,000,000 (US\$644,330)
From HK\$15,000,001 to HK\$50,000,000 (US\$1,932,990 to US\$6,443,299)	HK\$78,000 (US\$10,052) + 0.12% of & over 15,000,000 (US\$1,932,990)
From HK\$50,000,001 to HK\$100,000,000 (US\$6,443,299 to US\$12,886,598)	HK\$120,000 (US\$15,464) + 0.1% of & over HK\$50,000,000 (US\$6,443,299)
From HK\$100,000,001 to HK\$250,000,000 (US\$12,886,598 to US\$32,216,495)	HK\$170,000 (US\$21,907) + 0.075% of & over 100,000,000 (US\$12,886,598)
From HK\$250,000,001 to HK\$500,000,000 (US\$32,216,495 to US\$64,432,990)	HK\$282,500 (US\$36,405) + 0.047% of & over HK\$250,000,000 (US\$32,216,495)
Over HK\$500,000,000 (US\$64,432,990)	HK\$400,000 (US\$51,546)

Where in the opinion of eBRAM, there are exceptional circumstances, eBRAM's management may depart from the amount of charges above. If the amounts in dispute are not yet quantified, eBRAM shall fix the Administrative Fees after taking into account all the circumstances.

Neutral's Fees

eBRAM's Neutral's Fees For Disputes Valued at no more than HK\$500,000 (US\$64,432) shall be fixed in accordance with the below table:

Amount in Dispute (HKD/USD)	Neutral's Fees (HKD/USD)
From HK\$500,001 (US\$64,433)	Based on an hourly rate commensurate with the experience of the appointed arbitrator which shall not exceed HK\$6,500 (US\$838) per hour save in exceptional circumstances