

WEME ASSOCIATION INTERNAL RULES OF PROCEDURE

WEME ASSOCIATION

Mediation and Alternative Dispute Resolution Space

MEDIATION CLAUSE WEME ASSOCIATION:

The parties expressly agree that any dispute arising out of or in connection with this contract, including any question relating to its existence, validity, interpretation, performance or termination, is subject to mediation, the administration of the mediation and the appointment of the mediator being entrusted to the **WEME Association, Mediation and Alternative Dispute Resolution Space**, following its Statutes and Regulations in force on the date of the submission of the request for mediation and following the provisions of the Internal Rules of the Association. Internal Regulations of the said Association.

Article 1: PRINCIPLES GUIDING WEME ASSOCIATION

- **Voluntariness:**

Mediation is based on the **principle of voluntariness**, whereby the parties are free to freely agree to mediation and withdraw from it at any time during the mediation process.

If the parties have included a mediation clause in the Agreement or Contract, the mediator will be appointed, and the parties must attend the first information session without prejudice to their later withdrawal from the procedure.

The mediator may, based on the characteristics of the conflict, terminate the process without a meeting of the parties.

- **Confidentiality:**

The content of the mediation sessions will always be under **professional secrecy** except in situations of violence in which the mediators must communicate it to the authorities, as regulated by the Spanish legislation in force.

The persons taking part in the mediation will be able to express themselves freely, which will serve to build a relationship of trust towards the mediator. The contents may not be disclosed except in cases where this would constitute a criminal offence.

- **Impartiality:**

The mediator must act free from favouritism and prejudice, treating the persons mediated with **objectivity** and without differentiation that may be detrimental or prejudicial to them. It is essential to remember that it is the parties who must reach agreements between them, the mediator will only be in charge of **making it easier for them to find solutions** or possible agreements.

Article 2: DEFINITIONS

For these Internal Rules, the following definitions shall apply:

- **"Mediation agreement"** means any agreement or understanding between the parties to submit to mediation any or all disputes that have arisen or may arise between them. Such an agreement may be adopted either in contracts, company statutes, or of any other nature (homeowners' associations, communities of property, etc.).
- The term **"mediator"** includes a single mediator or all the mediators when more than one is named and is used in its generic form, referring to both genders
- **"WEME CENTRE:** "WEME Association. Mediation and Alternative Dispute Resolution" located at Multicentro Playa 48 Mojácar, Almeria in the facilities of We-Co Coworking Mojácar, in Multicentro Playa, Mojácar.

Article 3. SCOPE OF APPLICATION:

Where in a Mediation Agreement the parties have agreed to be bound by the WEME Internal Mediation Rules, the latter shall be considered part of that agreement. Unless the parties agree otherwise, the WEME Internal Rules shall apply to the Mediation.

Any dispute arising out of a contractual or non-contractual legal relationship may be submitted to mediation contractual or extra-contractual legal relationship, whether civil, commercial, family, administrative or of any other nature, whether national or international, as long as they have free disposal over the subject matter of the dispute and provided that they voluntarily submit to the mediation process at WeMe Space following these Internal Rules.

Article 4. MEDIATION PROCEDURE: Request to initiate a mediation

1. When one of the parties to a mediation agreement wishes to request the initiation of the mediation, it shall submit a written request to WEME ASSOCIATION.
2. Natural or legal persons who wish to resort to mediation, without having previously entered into a mediation agreement, shall make a joint or individual request in writing to WeMe.

The request for mediation requested by the client shall contain or be accompanied by:

- (a) the names, addresses and telephone numbers, e-mail addresses, etc., or any other reference for communication of the parties to the dispute and, where applicable, of the representative of the party submitting the request for mediation;
- (b) a brief description of the nature of the dispute.
- (c) the name of the mediator, if any, requested to conduct the intervention.

Article 5. Initiation of mediation

The start date of the mediation shall be the date on which the WeMe Centre receives the request for mediation.

Article 6. Transfer to the other parties

Upon receipt of a unilateral request for mediation, the WeMe Centre shall inform the other party or parties of the request, giving them 15 calendar days in which to state whether or not they agree to participate.

If the requested party (or parties) accepts the invitation to participate in the mediation procedure, it/they shall notify the WeMe Centre within the time limit indicated in the preceding paragraph.

Failure to reply within the aforementioned period of 15 days, or a negative reply by any of the other parties, will determine the rejection of the mediation process, which shall be notified by the WeMe Centre to the requesting party within 5 days.

Article 7. Nomination of the Mediator

1. The parties shall be free to appoint the Mediator from among those offered on the WeMe Centre's panel.
 2. Unless the parties have reached an agreement on the person who will act as a mediator, the WeMe Centre shall appoint the mediator from the panel of the WeMe Centre, after consultation and acceptance of the parties.
2. The designation of the mediator(s) shall be made in the following manner:
- (a) The number of mediators shall be one or two. Unless otherwise agreed, there shall be one
 - (b) In a procedure with only one mediator, the mediator shall be appointed by the WeMe Centre, within 10 days from the notification of acceptance to take part in the mediation.
The WeMe Centre shall also appoint, within the same period, a substitute mediator in the event of a conflict of interest between the professional and any of the parties, either at the time the procedure is initiated or during the procedure.
 - (c) If the parties decide that the Mediation shall be with more than one mediator, each party shall appoint one based on the list of three mediators proposed by WeMe or the mediator of their choice from the list of expert mediators provided by WeMe. The appointment of the mediators by the parties shall take place within 10 days from the acceptance of the mediation by all the parties.
 - (d) The mediator shall be neutral, impartial and independent, and trained and experienced in the dispute in question. Likewise, the mediator shall refrain from conflict of interest with any of the parties and shall disclose any circumstance that may affect his or her impartiality, and, in any event, in the following circumstances:
 - where there has been or is any personal, contractual, business or professional relationship with any of the parties that could affect the mediation process;

- where the mediation process may give rise to any kind of financial or other interest for the mediator, directly and/or indirectly
 - The mediator, or a member of his or her firm or organisation, has previously acted on behalf of one or more of the parties in any circumstances, except for mediation" (ART. 13.5.C Law 5/2012 on mediation in civil and commercial matters).
 - In such cases, the mediator may only accept or continue the mediation if he or she can ensure that he or she can mediate with complete impartiality and only if the parties consent and expressly state so. This obligation shall remain in force throughout the mediation process.
- (e) By accepting the appointment, the mediator shall be deemed to have undertaken sufficient time to enable the mediation to be conducted expeditiously and effectively.
- (f) The mediator may propose to the parties, at the beginning of the mediation, that another mediator be present in the proceedings, as an assistant, for better training the latter. The consent of the parties shall be included in the constitutive act.

Article 8. Attendance at mediation meetings

1. The parties may appear in person or by proxy. The representative shall, before the commencement of the mediation sessions, provide evidence of the powers necessary to resolve the dispute in question or, where appropriate, inform the mediator of the limits of his or her powers of disposal.
2. After the appointment of the mediator, each party shall communicate to the other party, to the mediator and to the WeMe Centre the names and addresses of the persons it wishes to attend the mediation meetings.
3. During the mediation, the parties may be assisted by their lawyers or other persons and advisors as they deem necessary. In this case, they shall inform the mediator of the persons who will assist in support of them before the mediation sessions begin.

Article 9: Principle of party autonomy and self-determination

1. The parties may exercise their self-determination at any stage of the mediation process, from its initiation to the selection of the mediator, the design of the process, the participation of other persons, the individual or joint sessions, the interruption and/or interruption and/or termination of the process, with or without written agreement.
2. Each party shall cooperate in good faith with the mediator to ensure that the mediation is conducted as expeditiously and efficiently as possible.
3. If during mediation, the mediator believes that any of the participants, for whatever circumstances, is unable or unwilling to govern himself or herself or is unwilling to participate freely in the process, the mediator may raise the issue with the participants and/or may temporarily or permanently suspend the mediation.

Article 10. Briefings. Constitutive Act

1. The mediator, after his appointment, shall set a time limit for the parties to present their arguments before him, accompanied, where appropriate, by the documents they deem appropriate the mediator is aware of and shall summon the parties to the first briefing session.
2. Furthermore, in agreement with the parties, the mediator shall fix the venue, the place of the mediation and the language in which the mediation sessions will be conducted.
3. The mediator shall establish with the parties the subject matter of the mediation and, before the commencement of the mediation process, all of them shall sign the mediation deed, document of commitment or mediation contract, which shall contain, among other things, the rules that will govern the mediation.
4. At any time during the mediation, the mediator may ask the parties for additional information or documentation.

Article 11. Mediation procedure

1. The mediator shall conduct the mediation procedure following the principles of confidentiality, impartiality, neutrality, effectiveness, independence and good faith, and, in exercising this direction, must adapt to the principle of autonomy and self-determination of the parties.
2. Participation in mediation is always voluntary. Any participant is free to withdraw at any time, without needing the approval of the others.

3. The mediator may suspend the mediation when there is, by any of the participants, a breach of the rules set out in the mediation document or contract of engagement, or if any participant or contract of mediation or when he/she perceives that one or more of the parties is obstructing the procedure or acts in a manner contrary to the requirements of good faith.
4. The mediator may meet and communicate separately with a party, it is understood that the information given in such meetings and communications is confidential and may not be disclosed to any other party without the express permission of the party providing the information.
5. At any time, either party may submit to the mediator, for consideration, written information or material which it considers to be confidential

The mediator shall not, without the written consent of that party, disclose such information or materials to the other party.

6. Where the mediator considers that any of the issues in dispute are not amenable to mediation, he or she shall inform the parties of his or her mediation, he or shall communicate his or her opinion to the parties and may propose to them the mechanisms that he/she considers to be most effective and the characteristics of the dispute and the existing relations between the parties. In particular, the mediator may propose mechanisms such as arbitration, conciliation, parental co-ordinator, therapists, the appointment of expert witnesses or experts in the subject matter of the conflict, etc.

Article 12. Confidentiality

1. Mediation shall be confidential, which must be respected by all those participating in it:
 - a) The information and documentation provided by the parties in the mediation process may not subsequently be disclosed to third parties, except by the party who provided it.
 - b) No record shall be made by any means whatsoever of any meeting between the parties and the mediator.
 - c) In the case of individual sessions with the parties, the mediator should first clarify the limits of confidentiality concerning the information that may be disclosed in such individual sessions.
 - d) Mediators shall not act as expert witnesses or party witnesses in any judicial or arbitration proceedings which may be brought by the parties and in which the same claims as those submitted to mediation.
 - e) WeMe shall guarantee, if the parties so wish, that the very fact that they sit down to mediate shall be confidential.

2. Any person involved in the mediation, including, in particular, the mediator, the parties and their representatives and advisers, any independent expert and any other person involved in the mediation, shall respect the confidential nature of the mediation and, unless otherwise agreed by the parties, shall not use or disclose any information relating to the mediation or obtained in the course of the mediation. Before participating in the mediation, each such person shall sign an appropriate confidentiality agreement.

Article 13. Confidentiality of documents

Unless otherwise agreed, any person participating in the mediation shall return to the parties, at the end of the proceedings any written submissions, documents or other materials provided by them. Under no circumstances shall he or she retain copies of them and shall destroy any notes and working materials that may have been prepared during the sessions.

Article 14. Conclusion of mediation

1. Upon conclusion of the mediation, the mediator shall notify the WeMe Centre, in writing and without delay, that the mediation has been concluded and shall indicate the date of conclusion; it shall also indicate whether the mediation resulted in the settlement of the dispute and, if so, whether the settlement was full or partial. The mediator shall send to the parties a copy of the notification sent to the WeMe Centre.
2. WeMe shall keep the mediator's notification secret and shall not disclose, without the parties' written authorisation the existence or outcome of the mediation.
3. WeMe may, however, include information relating to the mediation in the overall statistics that it publishes about its activities, provided that such information does not disclose the identity of the parties or the particular circumstances of the dispute.
4. The mediation procedure shall be terminated as soon as one of the following occurs:
 - a) The signing by the parties of an agreement which binds and obliges them from the time of its signature or from the date freely agreed upon by them.
 - b) The drafting of an unreasoned record in which the mediator will record the termination of the mediation without an agreement
 - c) The notification to the mediator, by any of the parties or by all of them, at any time during the mediation, of their of the mediation, of their decision not to continue with the mediation procedure.

- d) The decision of the mediator, who may terminate the mediation, notifying the parties, when any of the following events occur:
- I) Lack of collaboration by any of the parties.
 - II) Failure to comply with the previously established mediation rules.
 - III) Unjustified non-attendance by any of the parties.
 - IV) The impossibility of achieving the objective pursued
 - V) When the mediator detects that the conflict should be approached from another form of intervention or treatment.
 - VI) If the mediator considers that the agreement to be reached is illegal or impossible to comply with.
 - VII) If the mediator considers that he or she is no longer in a position to ensure the necessary impartiality to continue with his or her work.
 - VIII) When the mediator appreciates that any of the parties cannot decide and/or assume the commitments.
 - IX) Any other circumstance appreciated by the mediator goes against the principles of mediation.

In such circumstances, the mediator will discuss with the parties the possibility of modifying or modification or resolution of the impediments. If this cannot be achieved, the mediator may propose to the parties, where to continue the process with the substitute mediator appointed at the beginning of the procedure, if appropriate, or suggest to the participants that they obtain another type of professional service appropriate to the circumstances following the provisions of these Internal Rules articles 11.

Article 15. Confidentiality of Opinions, Agreements and Acknowledgements

Unless otherwise agreed by the parties, the mediator and the parties shall not be entitled to present as evidence, or otherwise rely on, in judicial or arbitration proceedings, the following arbitration proceedings:

- (a) Opinions expressed or suggestions made by a Party as to a possible settlement of the dispute, or a possible resolution of the dispute.
- (b) Any acknowledgement made by a party during the mediation.
- (c) Any proposal made or opinion expressed by the mediator.
- (d) Whether or not a party has indicated its willingness to accept a settlement proposal made by the mediator or by the other party.

Article 16. WeMe Consultation or Registration Fee

The request for mediation shall be subject to the payment of the consultation or registration fee to WeMe following the following rules:

- a) The amount of the consultation or registration fee shall be set following the WeMe Fee Schedule in force on the date of the request for mediation.
- b) The consultation or registration fee shall not be refundable.
- c) The WeMe Centre shall take no action on a request for mediation until the mediation fee is paid.
- d) If the party that has submitted a Request for Mediation fails to pay the registration fee within 15 days of the second written reminder, that party shall be deemed to have withdrawn the request for mediation.

Article 17. Mediator's fees

The mediator's fees shall be governed by the following stipulations:

- a) The WeMe Centre shall determine the amount and currency of the mediator's fees, as well as the terms and conditions of payment, following the terms and conditions of this document and after consultation with the mediator and the parties.
- b) The fees stipulated by the Weme Centre shall be payable directly to the professional who shall be responsible for invoicing directly with the client.
- c) Unless otherwise agreed by the parties and the mediator, the amount of the fees shall be calculated based on the indicative rates per hour or, where applicable, per day, which are day, as set out in the mediator's scale of fees applicable on the date of the request for mediation, taking into account the amount claimed, the complexity of the subject-matter of the dispute and any other relevant circumstances.
- d) The parties should sign the engagement form at the beginning of the mediation with the stipulated hourly fees, as well as the approximate calculation of mediation sessions to be estimated during the process.

Article 18: Provisions of funds

Provisions of funds shall be requested in the following cases:

- (a) Upon appointment of the mediator, the appointed mediator may require each party to deposit a sum on account of the estimated mediation fee, as an advance on the costs of the mediation, including, in particular, the mediator's estimated fees and any other expenses related to the mediation. WeMe shall determine the amount and the method of payment which shall be made directly to the appointed mediator.
- (b) If after 15 days from the second written reminder from the Weme, a party has failed to pay the required deposit to the relevant mediator, the mediation shall be deemed to have been terminated. WeMe shall notify in writing to the Parties and the mediator and shall indicate the date of termination.
- (c) The parties may choose to pay for the different mediation sessions in advance and shall request WeMe to make this payment in writing.
- (d) After the mediation, the Mediator shall provide the parties with a statement of the funds received and shall refund to the parties any unused balance or recover from the parties any amount due.

Article 19. Costs

Unless otherwise agreed by the parties, the consultation or registration fee, the mediator's fees and all other costs of the mediation, including, in particular, the mediator's travel expenses of the mediator and all expenses incurred in obtaining expert advice shall be borne by the parties on a 50/50 basis.

FEES AND CHARGES

Consultation or registration fee: 70 euros.

Mediator's fees:

| Hourly rate | Minimum rate | Maximum rate |
|--------------------|---------------------|---------------------|
| Euro | 80 Euro | 130 Euro |

Fees in case of co-mediation: VAT + COSTS EXCLUDED

| Hourly rate | Minimum rate | Maximum rate |
|--------------------|---------------------|---------------------|
| Euro | 100 Euro | 150 Euro |

The parties and the Weme Centre may agree on fees different from those set out in this section depending on the amount and complexity of the case. The above amounts will be increased with VAT and travel expenses, per diems or any other applicable at any time.