

NEUTRAL EMPANELMENT & ENGAGEMENT AGREEMENT

This Neutral Empanelment & Engagement Agreement ('Agreement') is executed:
between:

ARBITALK DISPUTE RESOLUTION AND LEGALTECH PRIVATE LIMITED ("Arbitalk"),
an ADR institution providing administrative and technology-enabled dispute resolution services;

AND

The empanelled Arbitrator / Mediator / Conciliator ("Neutral").

By proceeding with empanelment and providing electronic acceptance, the Neutral hereby agrees and undertakes as follows:

1. The empanelment of the Neutral is on a non-exclusive, revocable and assignment-specific basis, and shall not be construed as creating any relationship of employment, partnership, joint venture, fiduciary agency or retainer between Arbitalk and the Neutral. The Neutral shall act strictly in an independent professional capacity.
2. The Neutral acknowledges that, upon appointment in any matter, they shall function in an independent adjudicatory or facilitative capacity, as the case may be, and shall exercise autonomous judgment without being subject to the direction or control of Arbitalk, save for administrative coordination.
3. Empanelment shall not confer any right, entitlement or legitimate expectation to receive appointments, nor shall it create any assurance of continuity of engagement, volume of matters or remuneration.
4. The Neutral represents and warrants that:
 - a) they possess the requisite qualifications, experience and competence in dispute resolution;
 - b) they are not disqualified under the Fifth or Seventh Schedule of the Arbitration and Conciliation Act, 1996;
 - c) no proceedings involving moral turpitude, insolvency, or professional misconduct are pending against them; and
 - d) all information furnished to Arbitalk is true, complete and not misleading.

Any breach of the foregoing shall constitute a material breach of this Agreement.

5. The Neutral shall, at all times, comply with all applicable laws, including but not limited to the Arbitration and Conciliation Act, 1996, the Mediation Act, 2023, the Information Technology Act, 2000, the Digital Personal Data Protection Act, 2023, and all rules, regulations and amendments thereto.
6. The Neutral shall maintain independence, neutrality and impartiality throughout the tenure of empanelment and in respect of each assignment, and shall avoid any circumstance which may compromise, or reasonably appear to compromise, such independence.
7. Prior to accepting any appointment, and thereafter on a continuing basis, the Neutral shall disclose in writing any circumstances which are likely to give rise to justifiable doubts as

to their independence or impartiality, including any direct or indirect financial, professional, or personal interest.

8. The obligation under Clause 7 shall be a continuing obligation, and any failure to disclose material circumstances shall render the Neutral liable for removal and consequential action.
9. Arbitalk shall have the sole and unfettered discretion to determine, based on disclosures made, whether the Neutral may be appointed, continue, or be replaced, and such determination shall be final and binding for the purposes of institutional administration.
10. Upon acceptance of any assignment, the Neutral undertakes to conduct the proceedings with due diligence, expedition, and professional competence, and in accordance with applicable law and institutional requirements.
11. The Neutral shall not withdraw from any assignment once accepted, except for sufficient cause, including conflict of interest, incapacity or circumstances beyond reasonable control, and subject to prior written intimation to Arbitalk.
12. The Neutral agrees to be bound by and comply with Arbitalk's rules, procedures, timelines, and administrative directions, insofar as the same are not inconsistent with mandatory provisions of applicable law.
13. The Neutral shall ensure that all proceedings are conducted in accordance with principles of natural justice, including equal treatment of parties, fair opportunity to present their case, and reasoned determination where required.
14. The Neutral shall maintain strict and absolute confidentiality in respect of all information, documents, pleadings, communications, deliberations and outcomes arising from any proceedings, and shall not disclose the same except as required by law or with express authorization.

This obligation shall survive termination of empanelment.
15. The Neutral shall process and handle all data strictly in compliance with applicable data protection laws and shall implement reasonable security safeguards to prevent unauthorized access, disclosure or misuse. Any data breach shall be reported forthwith to Arbitalk.
16. The fees payable to the Neutral shall be determined in accordance with Arbitalk's fee framework or as agreed for a particular assignment, and all payments shall be administered through Arbitalk unless otherwise expressly permitted.
17. The Neutral shall not directly negotiate, solicit, accept or receive any fees, benefits or consideration from any party without prior written approval of Arbitalk.
18. The Neutral shall not, during the subsistence of empanelment and for a reasonable period thereafter, directly or indirectly engage with or solicit any party introduced through Arbitalk in relation to the same dispute, without prior written consent.
19. The Neutral shall maintain the highest standards of professional conduct, integrity, and propriety, and shall refrain from any conduct that may bring disrepute to the proceedings or to Arbitalk.
20. The Neutral shall utilize Arbitalk's designated platform and approved communication channels for the conduct of proceedings, and shall ensure adequate technical preparedness for the same.

21. The Neutral shall maintain appropriate records of proceedings and communications in accordance with applicable legal requirements, subject to confidentiality obligations.
22. Arbitalk shall not be liable for any acts, omissions, decisions or consequences arising from the conduct of the Neutral, who acts independently in a quasi-judicial capacity.
23. The Neutral agrees to indemnify and hold harmless Arbitalk, its directors and affiliates from and against any claims, losses, liabilities, costs or expenses arising out of or in connection with any wilful misconduct, bad faith, undisclosed conflict, breach of this Agreement or violation of law attributable to the Neutral.
24. Arbitalk may, at its sole discretion, suspend or terminate the empanelment of the Neutral with immediate effect in the event of breach, misconduct, conflict violation, or where continuation may adversely affect institutional integrity or reputation.
25. The Neutral agrees that electronic acceptance of this Agreement constitutes a valid and binding contract. This Agreement shall be governed by the laws of India, and the courts at Surat, Gujarat shall have exclusive jurisdiction.