



PRESOLV EXPERTS' GUIDELINES ('PEG')

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GUIDELINE 1: APPLICATION OF GUIDELINES

- 1.1 The Presolv Experts' Guidelines ("PEG") shall apply to all empaneled certified Experts ("Expert" or "Experts") of Presolv360. The purpose of PEG is to provide a general framework for ethics and conduct within which the Experts empaneled with Presolv360, shall conduct the resolution process between the parties to a dispute. The PEG, to the extent necessary, shall also be applicable to case managers ("Presolv Case Manager") assigned to a dispute and the staff and management of Presolv360. The PEG shall be read in conjunction with the PDRR and any applicable law, for the time being in force.

GUIDELINE 2: ROLE AND COMPETENCE

- 2.1 The Experts shall be qualified professionals who are recognized in the field of dispute resolution and possess the required competence, knowledge and expertise to deal with disputes of varied magnitude and complexities. Further, the Experts should periodically engage in various forms of continued education to refine and improve his / her knowledge and skills.
- 2.2 Allocation of a case to an Expert shall be based on the Expert's competence, knowledge and ability to deal with the subject matter of the dispute between the parties. It shall be the Expert's responsibility to conduct the resolution process in the most effective and efficient manner. The Expert should recuse himself / herself from the resolution process and intimate Presolv360, if he / she is unable to conduct the resolution process competently.
- 2.3 The Presolv Case Manager and the Expert allocated to a case shall ensure that all parties to a dispute understand and agree to the resolution process and their role.
- 2.4 Presolv Case Managers as well as the Experts shall conduct the resolution process in a manner that supports the principles of voluntary participation and self-determination. For this purpose, they shall:
 - 2.4.1 Inform the parties that their participation in the resolution process and consequently, any resolution thereof is based on the voluntary agreement of the parties;
 - 2.4.2 Respect the right of each party to decide the extent of his / her participation in the resolution process; and
 - 2.4.3 Refrain from coercing any party to make a decision or to settle the dispute. However, this does not prohibit the Presolv Case Manager or the Expert from encouraging a party to continue with the resolution process or persuade a party to understand the value of continued participation.
- 2.5 The Expert shall be guided by principles of objectivity, fairness and equity, giving consideration to, among other things, the rights and obligations of the parties to the dispute and the circumstances surrounding the dispute.

GUIDELINE 3: INDEPENDENCE AND IMPARTIALITY

- 3.1 The Experts allocated by Presolv360, to resolve disputes between parties, shall be independent neutral third parties, without any type of professional or personal relationship with any of the parties to the dispute. Experts have a duty to remain neutral throughout the resolution process i.e. from beginning to end. Their words, manner, attitude, body language and process management must reflect an impartial and even-handed approach.
- 3.2 Impartiality means freedom from favoritism, bias or prejudice both in conduct and appearance. The persons involved in the resolution process shall conduct it in an impartial manner and avoid any such conduct that gives the appearance of partiality. They should endeavor to provide a procedurally fair process in which each party is given an adequate opportunity to participate. If an Expert becomes incapable of maintaining impartiality, he / she should recuse himself / herself from the resolution process and inform Presolv360 promptly.

- 3.3 Neither an Expert nor any personnel of Presolv360 or associated with Presolv360 shall give or accept a gift, favour, loan or other item of value (whether monetary or otherwise) that raises a question as to the actual or perceived impartiality.

GUIDELINE 4: CONFLICT OF INTEREST

- 4.1 An Expert shall avoid a conflict of interest or the appearance of a conflict of interest during and after the resolution process. An Expert must recuse himself and intimate Presolv360 of cases where:
- 4.1.1 The Expert has any relationship past or present of personal, professional or financial nature with any or more of the parties so as to impair the independence and impartiality of the Expert; or
 - 4.1.2 The Expert has a personal, professional or financial interest in the outcome of the dispute.
- 4.2 Before assuming a case, the Expert shall make reasonable enquiries to determine whether there is any actual or potential conflict of interest. As soon as the Expert becomes aware of any conflict, whether before or after commencement of the resolution process, the Expert shall disclose the conflict to the parties and Presolv360, as soon as practicable.

GUIDELINE 5: SECURITY AND CONFIDENTIALITY

- 5.1 Presolv360 shall take all such measures to ensure that any confidential data and information in the context of the resolution process is appropriately secure from unauthorised access, and to authenticate the identity of the parties in the process of online communications.
- 5.2 All persons involved in the resolution process shall maintain confidentiality of all information obtained before, during or after the resolution process, unless otherwise agreed to by the parties or required by any applicable law.
- 5.3 Information, records, reports or other documents and all communications made for the purpose of, in the course of, or pursuant to the resolution process shall be confidential and inadmissible in any legal, other arbitral or judicial proceedings, unless otherwise admissible or discoverable outside of the resolution process. No person involved in the resolution process shall give evidence or testify or reveal any information, documentation or communication made before, during or after the resolution process, in any legal, other arbitral or judicial proceeding. The aforementioned information or documentation includes, but is not limited to:
- 5.3.1 Any views expressed and / or suggestions made and / or proposals for settlement made by any of the party(ies) and / or their representatives during the resolution process;
 - 5.3.2 Any admissions made by any of the parties and / or their representatives regarding the dispute between the parties;
 - 5.3.3 Proposals, suggestions or views expressed by the parties, Experts or Presolv Case Managers; and
 - 5.3.4 The fact that any party(ies) and / or their representatives had indicated their willingness to accept a proposal for settlement.
- 5.4 If it has been established that a party has acted in a manner that is fraudulent in nature with respect to the matter submitted to Presolv360, then such party shall have deemed to have waived its right to confidentiality, as stated in the PDRR, the PEG or any applicable law, for the time being in force. The Expert shall intimate the same to Presolv360 as soon as practicable.

GUIDELINE 6: RESOLUTION PROCESS

- 6.1 The resolution process shall be conducted in accordance with the PDRR.

- 6.2 At the outset of the resolution process, the Expert shall ensure that all parties and their representatives understand the process, rules and manner of conduct of the resolution process.
- 6.3 The Presolv Case Manager and the Expert allocated to a case shall be well aware of the procedural and substantive issues of the dispute. They shall review and study all the documents and briefs submitted and make sure they are well prepared for conducting the resolution process.
- 6.4 Based on the facts and circumstances of each case, the Expert may conduct the resolution process in such manner as he / she deems fit, subject to the PDRR, the PEG and any applicable laws, for the time being in force.
- 6.5 The Expert shall encourage honesty and candor between and among all the parties and their representatives.
- 6.6 The Expert may consult Presolv360 for any clarifications with respect to the PDRR and / or the PEG or any professional conduct in his / her capacity as an Expert.

GUIDELINE 7: NO LEGAL ADVICE

- 7.1 Presolv360 or any Expert shall not provide any legal advice to any of the parties to a dispute before, during or after the resolution process, in relation to the dispute. They shall explain to the parties that their role is that of a facilitator for dispute resolution and not that of a lawyer, attorney or any capacity other than that of a facilitator of the dispute.
- 7.2 Presolv360 shall not be responsible for any legal outcome of the resolution process.
- 7.3 The Expert may encourage parties of a dispute to have the terms of settlement reviewed by a legal counsel before signing and execution.

GUIDELINE 8: WITHDRAWAL FROM THE RESOLUTION PROCESS

- 8.1 The Expert shall withdraw from the resolution process in case of any of the following circumstances:
 - 8.1.1 Where the resolution process is being used to further any such acts contrary to law or public interest;
 - 8.1.2 The Expert is unable to uphold the PDRR, the PEG or any other applicable law, for the time being in force; or
 - 8.1.3 Where the Expert believes or is of the opinion that the parties are unable to voluntarily arrive at a settlement.
- 8.2 Any such withdrawal shall be made to Presolv360 in writing.

GUIDELINE 9: EXPERT ROLE BOUNDARIES

- 9.1 The Expert shall not personally profit from or otherwise exploit information acquired through the resolution process for personal gain.
- 9.2 The Expert shall not establish any other professional relationship with any of the party(ies) or their representatives during the resolution process.
- 9.3 The Expert should not establish or seek to establish a professional relationship with any of the parties to the dispute until the expiry of a reasonable period after the conclusion of the resolution process.
- 9.4 The Expert shall not make any unilateral arrangements with any of the parties or their representatives with respect to compensation or remuneration or any other monetary or non-monetary consideration.
- 9.5 The Expert should not include any promises or make any guarantees as to outcome or result of the dispute between the parties.

- 9.6 The Expert shall not solicit in a manner that gives an appearance of partiality for or against a party or otherwise undermines the integrity of the resolution process.

GUIDELINE 10: EXPERT FEES, LIABILITY AND LIMITATIONS

- 10.1 The terms and conditions of empanelment of the Expert (including fees and other components) shall be governed by an agreement between Presolv360 and the Expert (“Agreement”). Consequently, the fees and other components thereof shall be determined by Presolv360, in such manner and under such terms and conditions, as may be agreed vide the Agreement.
- 10.2 The Experts acknowledge that no compensation or remuneration or any monetary or non-monetary consideration shall be sought or accepted by any person involved in the resolution process, directly or indirectly.
- 10.3 The Experts shall not approach or offer any services provided by Presolv360, directly or indirectly, to the existing, past or potential clients of Presolv360, to the extent of knowledge and access available to the Expert in respect of the client roster, without permission of Presolv360 in writing.
- 10.4 The Expert shall not act as an arbitrator or as a representative or counsel of a party in any other arbitral or judicial proceeding in respect of the dispute between the parties.
- 10.5 Subject to Clause 5.4, the Expert shall not be presented as a witness in any other arbitral or judicial proceedings in respect of the dispute between the parties.
- 10.6 Presolv360 shall not be liable and the Expert shall indemnify, defend and hold harmless Presolv360, and its management, employees, representatives, etc. against any and all losses, damages, suits, judgments, costs and expenses arising out of or in connection with any claim, suit, action, or other proceeding brought against Presolv360 or such party, to the extent that such claim, suit, action or other proceeding is based on or arises from:
- 10.6.1 Any breach or violation of the PDRR, the PEG or any applicable law, for the time being in force; or
- 10.6.2 Any act or omission in bad faith, gross negligence, fraudulent or dishonest conduct of such Expert.
- 10.7 In the event that any claim, dispute, demand or any other question arises between Presolv360 and the Experts, it shall be the endeavor of Presolv360 and the concerned Expert(s) to resolve the matter amicably, failing which, it shall be submitted for resolution through bilateral negotiation, mediation and / or conciliation. The participation in the aforesaid resolution process is a condition precedent to pursuing any other available remedy in relation to the claim, dispute, demand or any other question.
- 10.8 Any matter not stated in the PEG shall be dealt with in the manner as may be mutually decided by Presolv360 and the Expert.

GUIDELINE 11: AMENDMENTS AND UPDATES

- 11.1 Any matter not stated in the PEG shall be dealt with in the manner as may be decided by Presolv360.
- 11.2 Interpretation of the PEG shall be decided solely by Presolv360.
- 11.3 The PEG may be amended, modified or updated by Presolv360 without any prior notice. Always ensure that you check the latest version of the guidelines before relying on them.