

Fee Agreement

This Fee Agreement (this “**Agreement**”) is between you and Jupitice, as described below in Section 1 (Parties). This Agreement provides information on the fees Jupitice and its Affiliates charge for use of the Site & Site Services. This Agreement is part of the Terms of Service. Capitalized terms not defined in this Agreement are defined in the User Agreement, Site Terms of Use, or elsewhere in the Terms of Service.

By clicking to accept the Terms of Service on the Site or by continuing to use the Site or the Site Services on or after the effective date noted above, you accept and agree to this Agreement. To the extent permitted by applicable law and except as otherwise provided in the Terms of Service, we may modify this Agreement without prior notice to you, and any revisions to this Agreement will take effect when posted on the Site unless otherwise stated. However, we will provide advance notice of any increase in prices or fees affecting current Users. Please check the Site often for updates.

1. Parties

You are entering into an Agreement with Jupitice to use Marketplace Services.

2. Fees Charged to ADR Practitioners

Pursuant to the User Agreement, we charge ADR Practitioners a Service Fee for each payment their Client makes to the ADR Practitioner on a Service Contract. Depending on certain features of the Service Contract, the Service Fees will be charged as "tiered" pricing, as discussed in further detail in this **Section 2**. Where applicable, Jupitice may also collect taxes [such as value added tax (VAT)] on Service Fees.

Additionally, the use of various Payment Methods presented through the Site and the Site Services may invite added fees or charges. All Payment Methods will be posted on the Site with any related fees or charges, which we may update from time to time at our individual discretion. You hereby authorize us to charge to you and to collect from you (reliable with this Agreement, the User Agreement, or elsewhere in the Terms of Service) any fees, charges, or taxes described in this **Section 2**.

We will charge you a Service Fee based on the total ADR Practitioner Fees collected by you from your Client (less any refunds or reversals) for the duration of your relationship with your Client (the “Engagement Relationship”). Unless different pricing, agreed the Service Fee rates decrease as the total ADR Practitioner Fees you have collected from your Client for the Engagement Relationship meet certain thresholds as follows (“Tiered Pricing”)

Total Fees Collected From Client (Per Engagement Relationship)	Service Fee Rates
USD 0 – 20,000 or Rs. 0 – 1,50,000	18%
USD 20,001 – 1,00,000 or Rs. 1,50,001 – 75,00,000	15%
USD Above 1,00,000 or Above Rs. 75,00,000	14%

The Service Fee will be invoiced on fortnightly basis.

3. Fee Charged to Clients

3.1 Jupitice does not charge any fee to the clients with regard to finding and hiring ADR Practitioners Services from its Site.

3.2 Jupitice shall charge a fee to its clients in respect of Jupitice Site Services as set- forth in the **Service Order**.

3.3 Fee shall be subject to Section 6 & 7.

4. Fee Charged by ADR Practitioners

4.1 ADR Practitioners are free to determine the fee chargeable to their clients.

4.2 Such ADR Practitioners fee shall be subject to Section 6 and 7 except to the extent otherwise agreed.

5. Payment Processing Fees Charged to Client

Regardless of the type of Payment Method used, we charge Clients a Payment Processing Fee (defined below) as described in this Section 5.

Jupitice charges Clients a payment processing and administration fee of 3% on each payment made by the Client through Jupitice (the "Payment Processing Fee"). If payments made by a Client are released to the Client Escrow Account for any reason or refunded by an ADR Practitioner, the Payment Processing Fee shall not be refunded.

6. General Terms & Conditions

- Jupitice Smart ADR Fee shall be determined and accessed on the aggregated amount of the Claim(s) and Counterclaim(s)
- Where the monetary Value of the claim is not determinable in pecuniary terms if any objection is obtained from the parties regarding the quantification of the assessment then the Advisory Board of Jupitice will decide the cost of the Claim(s).
- The Jupitice Smart ADR Fee shall be initially equally shared by the Parties, subject to the cost of Arbitration as may be determined by the Arbitral Tribunal in its Award
- Application Fee shall be paid by the party making the application
- Jupitice reserves the right to cancel a hearing if fees are not paid by any parties by the applicable cancellation date and Jupitice will confirm the cancellation in writing.
- Parties that, through mutual agreement, have held their case in abeyance for one year will be assessed an annual abeyance fee of \$500, and \$500 every six months thereafter. If a party refuses to pay the assessed fee, the other party or parties may opt to pay the entire fee on behalf of all parties, failing which, the matter shall be closed. Further, parties on cases held as inactive for one year will be assessed an annual abeyance fee of USD 500, and \$500 every six months thereafter.
- Filing Fee shall be non-refundable
- Fee to the Arbitrator shall be paid upon the conclusion of a relevant stage or as per any other method mutually decided between parties & Arbitrator
- In case of the demise of the Arbitrator, a fee equivalent to sums due for services performed prior to the death of the arbitrator shall be paid to his next of kin.
- The entire fee & expenses shall be deposited in advance in Escrow Account

- Need to pay extra if there are any subsidiary expenses.
- Misc. Expenses, if any likely to be incurred throughout Arbitration will be decided by Jupitice and similarly equally paid by the parties.
- Jupitice shall maintain an account of fees & expenses and share the periodical report.
- The Claimant shall pay the full fee & expenses before initiation of the proceedings. Once Defendant(s) joins the Arbitration, the Arbitrator shall direct the Defendant(s) to reimburse the Claimant for their portion of the fee.
- In the event, if Defendant(s) do not join the proceedings or do not deposit the fee, the Jupitice shall be entitled to include the recovery of the Jupitice Smart ADR Fee as part of the Arbitral Award
- The Cost of Hiring an Expert a witness shall be extra and will be borne by the party who required the services.
- The Attorney fee shall be additional and will be borne by the party who required the services.
- The Jupitice Smart ADR Fee include the Arbitrator's fee for single Arbitrator
- The advance deposit does not include legal costs or fees and & expenses of any Expert
- 20% of the Jupitice Smart ADR fee paid in connection with Mediation shall be set-off against the Jupitice Smart ADR Fee in connection with Arbitration, the party(s) choose regarding the same dispute.
- Fees are subject to increase or decrease if the claim or counterclaim is increased after the filing of the case.
- Unless otherwise directed by the Court, Jupitice shall not be entitled to any fresh fee in the event the award is set aside and remanded to the same Arbitral Tribunal for consideration.
- In respect of any matters, not specifically provided in the general terms & conditions, the decision of Jupitice shall be final.
- Notwithstanding the fee schedule of Jupitice, it shall be the discretion of CEO or Vice President to fix/ revise the fee payable to Jupitice.
- GST will be charged extra if applicable

7. Cancellation Policy

- Filing fee shall be refunded as under: -
 - 100% within 5 calendar days of filing
 - 50% between 6 & 30 calendar days of filing
 - 25% between 31 & 60 calendar days of filing
- No refund or filing fee will be made if Arbitrator has been appointed