ALUOCHIER DISPUTE RESOLUTION

MEDIATION RULES

Third Edition — 22nd October, 2026

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Operating within the general institutional framework of AITAR 2026 (Fifth Edition) Aluochier Independent Tribunals Administrative Rules Compatible with AISTAR 2026 (Eighth Edition) — Succession Proceedings

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PREAMBLE

WHEREAS sovereign power belongs to the people of Kenya and is delegated under Article 1(3)(c) of the Constitution to courts and independent tribunals, to be exercised in accordance with the Constitution;

AND WHEREAS the Constitution in Article 1(3)(c) establishes two constitutionally distinct streams of delegated sovereign authority in dispute resolution: the Judiciary stream under Article 1(3)(c)(i) and the independent tribunals stream under Article 1(3)(c)(ii), within which Aluochier Dispute Resolution operates as the permanent administrative institution constituting and supporting ad hoc independent tribunals;

AND WHEREAS Article 50(1) of the Constitution guarantees every person the right to have any dispute that can be resolved by the application of law decided in a fair and public hearing before a court or, if appropriate, another independent and impartial tribunal or body — an entitlement inherent in each individual and acknowledged, but not granted, by the Constitution;

AND WHEREAS Article 47(1) of the Constitution guarantees every person the right to administrative action that is expeditious, efficient, lawful, reasonable and procedurally fair, and to written reasons where a right or fundamental freedom has been or is likely to be adversely affected;

AND WHEREAS Article 159(2)(c) of the Constitution directs that alternative forms of dispute resolution — including mediation, negotiation, and conciliation — shall be promoted, subject to the Constitution;

AND WHEREAS Articles 48 and 159(2)(b) require that justice be accessible to all and not be delayed, making effective and expeditious dispute resolution a constitutional imperative;

AND WHEREAS the Fair Administrative Action Act, No. 4 of 2015, operationalises Article 47 of the Constitution and provides the legislative framework within which mediation conducted under these Rules is administered as a constitutionally-anchored process;

AND WHEREAS AITAR 2026 (Third Edition) establishes the general institutional framework of Aluochier Dispute Resolution including its unified infrastructure — the AITAR Case Documentation System (ACDS), AITAR Digital Gazette, Permanent Registry, Quality Assurance Fund (AQAF), and Supervisory mechanisms — and these Rules operate within that unified infrastructure;

AND WHEREAS AITAR 2026 Rule 59 establishes mediation as an integrated pathway within both

the Adjudication Highway and the Arbitration Highway, and Rule 24.7 establishes a standalone settlement validation pathway through which a Mediated Settlement Agreement may be certified as a Consent Determination with Sovereign Hash and full enforcement attributes;

AND WHEREAS AISTAR 2026 establishes the specialist succession and estate settlement framework, and mediation under these Rules may be invoked at any stage of AISTAR proceedings in accordance with Rule 25 of AISTAR 2026, and the Structured Settlement Track under AISTAR Part VIII provides a verification-based pathway for giving a consensual estate settlement constitutive legal force;

NOW THEREFORE these Rules establish a structured, constitutionally disciplined framework for the conduct of mediation proceedings administered by Aluochier Dispute Resolution, in accordance with the Constitution, the Fair Administrative Action Act, and applicable written law;

PROVIDED THAT nothing in these Rules:

(a) creates a court or tribunal within the meaning of Chapter Ten of the Constitution;

(b) purports to amend any written law;

(c) excludes the supervisory jurisdiction of the High Court under Article 165(6) of the Constitution;

(d) confers coercive jurisdiction on a Mediator or the Institution; or

(e) asserts institutional immunity beyond that recognised by the Constitution and written law.

INSTITUTIONAL ARCHITECTURE NOTICE These Mediation Rules are a specialist instrument of Aluochier Dispute Resolution, operating within the general institutional framework established by AITAR 2026 (Third Edition). All references to ACDS, AQAF, the Digital Gazette, the Permanent Registry, and related infrastructure refer to the unified AITAR institutional infrastructure as defined in AITAR 2026. These Rules do not establish separate or parallel systems. In succession matters, these Rules are compatible with and supplementary to AISTAR 2026. The amendment authority over these Rules is vested in the Chief Adjudicator and President of Independent Tribunals under Rule 35.

PART I — GENERAL

Rule 1 — Citation

1.1 These Rules may be cited as the Aluochier Dispute Resolution Mediation Rules, 2026.

1.2 These Rules shall come into operation on the date of publication in the AITAR Digital Gazette, or on 25th March 2026, whichever is earlier. The April 2026 revision applies to all mediations commencing on or after the date of its publication.

1.3 The Rules applicable to any mediation shall be those in force at the date of commencement of mediation, unless the parties have otherwise agreed in writing.

Rule 2 — Application

2.1 These Rules apply to any mediation administered by the Institution where the parties have agreed to their application, whether before or after a dispute has arisen.

2.2 These Rules apply to both domestic and international mediations as defined in Rules 3 and 4.

2.3 Where any provision of these Rules conflicts with a mandatory provision of written law from which the parties cannot derogate, that provision of written law shall prevail to the extent of the conflict.

2.4 Where no express agreement exists, the Institution may nonetheless administer a mediation under these Rules where both parties consent in writing after a dispute has arisen.

Rule 3 — Domestic Mediation

3.1 A mediation is a domestic mediation if:

(a) the mediation agreement provides that the mediation is to be conducted in Kenya;

(b) both parties are bodies corporate incorporated in Kenya or whose central management and control is exercised in Kenya;

(c) the mediation is between an individual and a body corporate and both are connected to Kenya through nationality, habitual residence, or place of incorporation; or

(d) it is not an international mediation within the meaning of Rule 4.

3.2 This Rule applies by reference to the state of affairs at the time the mediation agreement was entered into or, where no prior agreement exists, at the time mediation commences.

Rule 4 — International Mediation

4.1 A mediation is an international mediation if:

(a) the parties have their places of business in different countries at the time the mediation agreement is concluded;

(b) one party has its place of business in a country other than Kenya;

(c) the place where a substantial part of the commercial obligation, or the subject matter of the dispute, is closely connected is in a country other than Kenya; or

(d) the parties have expressly agreed in writing that the subject matter relates to more than one country.

Rule 5 — Interaction with AITAR 2026 and AISTAR 2026

5.1 These Rules operate within the general institutional framework of AITAR 2026 (Third Edition). All institutional infrastructure — including the ACDS, AQAF, Digital Gazette, and Permanent Registry — is the same unified infrastructure maintained by the Institution under AITAR 2026.

5.2 AITAR 2026 Rule 59 governs the integration of mediation into adjudication and arbitration proceedings under AITAR. In particular: (a) upon the parties' agreement to mediate, the Tribunal shall suspend proceedings subject to the constitutional requirement of expeditious administrative action under Article 47(1); (b) in FAA Act review proceedings, the Tribunal shall ensure suspension does not cause proceedings to exceed the ninety-day period under section 8 of that Act; and (c) where mediation does not produce a settlement, one half of the administrative costs of the mediation shall be credited against the administrative costs of the subsequent adjudication or arbitration under AITAR Rule 59.5.

5.3 AITAR 2026 Rule 24.7 establishes a standalone settlement validation pathway under which parties who have reached a settlement through mediation may file a Settlement Application with the Institution and obtain a Consent Determination carrying Sovereign Hash, Permanent Registry recording, and full enforcement attributes under AITAR Rules 33A, 33B, and 33C. Where no internal review application is filed within forty-two (42) days from the date of the Consent Determination, the Certificate of Finality shall issue on, or as soon as reasonably practicable after, the forty-third (43rd) day, permanently establishing its executability.

5.4 In succession and estate settlement matters governed by AISTAR 2026, mediation under these Rules may be invoked at any stage of proceedings, consistent with Rule 25 of AISTAR 2026, which permits the Tribunal to encourage voluntary settlement and to adopt any agreement as a Consent Determination having the same constitutive legal force as a full Determination.

5.5 Where mediation is invoked within AISTAR 2026 proceedings:

(a) the institution of mediation proceedings shall not operate as a stay of any Estate Preservation Orders or Administrative Preservation Orders in force under AISTAR 2026 Rule 19, unless the AISTAR Tribunal directs otherwise;

(b) any Mediated Settlement Agreement reached in succession matters shall be presented to the AISTAR Tribunal for adoption as a Consent Determination under AISTAR Rule 25, which shall then have the same constitutive legal effect as a full Determination;

(c) the Mediator's obligation of confidentiality under these Rules applies independently of and does not affect the AISTAR Tribunal's inquisitorial obligations and duty of care to the estate; and

(d) the forty-two (42) day review period under AISTAR Rule 51 runs from the date of the Consent Determination, not from the date of the Mediated Settlement Agreement.

5.6 Post-Mediation Pathway to Structured Settlement Track: Where mediation in succession proceedings under AISTAR 2026 produces a full settlement, the parties may jointly file a Settlement Application under AISTAR Part VIII. The resulting Certificate of Settlement shall carry Sovereign Hash and immediate execution authority under AISTAR Rules 36A, 36B, and 36C.

5.7 Nothing in these Rules limits the right of any party to approach the High Court or any court of competent jurisdiction, nor excludes judicial review or constitutional supervision in accordance with the Constitution.

PART II — INTERPRETATION

Rule 6 — Definitions

In these Rules, unless the context otherwise requires:

"ACDS" means the AITAR Case Documentation System, being the secure case management and digital record-keeping system maintained by the Institution for all proceedings, as defined in AITAR 2026.

"AISTAR 2026" means the Aluochier Independent Succession Tribunals Administrative Rules, 2026 (Sixth Edition), being the specialist instrument governing succession and estate settlement proceedings administered by the Institution.

"AITAR 2026" means the Aluochier Independent Tribunals Administrative Rules, 2026 (Third Edition), being the general institutional framework of the Institution.

"AQAF" means the AITAR Quality Assurance Fund, as defined and maintained under AITAR 2026, into which the Mediator Quality Assurance Retention is paid under these Rules.

"Board" means the Board of Directors of Aluochier Dispute Resolution, headed by the Chief Adjudicator and President of Independent Tribunals as President, with the Chief Executive serving as Secretary to the Board.

"Chief Adjudicator and President of Independent Tribunals" means the apex governance officer of the Institution, serving as President of the Board, responsible for the Institution's constitutional integrity, jurisprudential development, institutional governance, and public representation, including the authority to amend these Rules under Rule 35.

"Chief Executive" means the Chief Executive Officer of Aluochier Dispute Resolution, responsible for the operational and administrative management of the Institution and serving as Secretary to the Board, who receives all communications between parties and the Institution under these Rules.

"Closing Certificate" means the certificate issued by the Registry under Rule 33 confirming that mediation proceedings have concluded and the outcome thereof.

"Co-Mediation" means mediation conducted by two Mediators jointly appointed in accordance with Rule 13.

"Confidentiality Agreement" means the confidentiality undertaking in the form set out in Schedule C.

"Digital Gazette" means the AITAR Digital Gazette maintained by the Institution for publication of institutional notices, as defined in AITAR 2026.

"Hybrid Mediation" means a mediation process that integrates evaluative, facilitative, or transformative mediator approaches as directed by the parties and approved by the Mediator.

"Institution" means Aluochier Dispute Resolution acting as the administering secretariat for mediations under these Rules, governed by its Board under the chairmanship of the Chief Adjudicator and President of Independent Tribunals.

"Mediated Settlement Agreement" means a written agreement recording the terms of settlement reached by the parties through mediation, signed by all parties and the Mediator as witness.

"Mediation" means a structured, voluntary, confidential process in which the parties to a dispute attempt, with the assistance of an independent and impartial Mediator, to reach a mutually acceptable resolution.

"Mediator" means a neutral third party appointed under these Rules to facilitate the resolution of a dispute.

"Multi-Party Mediation" means mediation involving three or more distinct party interests.

"Quality Assurance Retention" means the portion of the Mediator's professional fee retained in the AQAF pending the quality assurance outcome under Rule 30.

"Registry" means the AITAR Permanent Registry maintained by the Institution.

"Sensitive Personal Data" has the meaning assigned in AITAR 2026 — being biometric data, financial account numbers, health information, and data concerning minors.

"Settlement Highway" means the constitutional pathway through which the parties may achieve a

binding, consensual resolution of their dispute under these Rules, compatible with the Adjudication Highway and the Arbitration Highway under AITAR 2026 and AISTAR 2026.

"SST" means the Structured Settlement Track established under Part VIII of AISTAR 2026.

"Track A Fee" means the ad valorem mediation fee applicable under Schedule B Part 1 to succession and estate-related mediations and to any other mediation where the subject matter value is ascertainable and the parties elect ad valorem billing.

"Track B Fee" means the time-based mediation fee applicable under Schedule B Part 2 to general civil and commercial mediations where the subject matter value is not ascertainable or the parties elect time-based billing.

PART III — COMMENCEMENT OF MEDIATION

Rule 7 — Request for Mediation

7.1 A person wishing to commence mediation shall submit a written Request for Mediation to the Chief Executive in Form A set out in Schedule A. The Request may be submitted through the ACDS, by electronic mail, or by physical delivery.

7.2 The Request shall contain:

(a) the full names, addresses, email addresses, and telephone numbers of all parties and their authorised representatives;

(b) a reference to the mediation clause or mediation agreement, or a statement that the parties consent to mediation under these Rules;

(c) a reference to the contract, instrument, or legal relationship giving rise to the dispute, including any succession proceedings or AISTAR case number where applicable;

(d) a brief description of the nature of the dispute, the amount or subject matter involved, and the specific outcome sought by the requesting party;

(e) disclosure of any existing litigation, arbitration, or tribunal proceedings concerning the same dispute, sworn on oath;

(f) an indication of whether the requesting party proposes Track A (ad valorem) or Track B (time-based) fee billing, having regard to the nature of the dispute; and

(g) the registration fee in accordance with Schedule B.

7.3 Upon receipt of the Request, the Chief Executive shall assign a unique AITAR Case Identifier, register the matter in the ACDS, and within three (3) days transmit a copy of the Request together with the Institution's panel of Accredited Mediators to all parties.

Rule 8 — Response and Commencement

8.1 The respondent shall, within ten (10) days of receipt of the Notice of Mediation, communicate to the Chief Executive in writing whether the party accepts or declines the request for mediation. The respondent's response shall also indicate agreement or disagreement with the proposed fee track. Where the parties disagree on the fee track, the Chief Executive shall determine the applicable track having regard to the nature of the dispute, and shall notify the parties within two (2) days.

8.2 Mediation shall be deemed to have commenced when the Chief Executive receives written acceptance from the respondent. The date of such acceptance constitutes the commencement date for all procedural purposes under these Rules.

8.3 If the respondent does not reply within ten (10) days from receipt of the Notice, the Institution shall treat the request as declined and shall inform the requesting party. A single further notice may be sent at the requesting party's request, allowing an additional five (5) days.

8.4 The Institution may, on good cause shown, extend the response period under Rule 8.1 by up to five (5) additional days.

8.5 Commencement of mediation under these Rules shall not constitute a waiver of any right to initiate or continue court proceedings, arbitration, or AISTAR adjudication, unless the parties expressly agree otherwise in writing.

PART IV — APPOINTMENT AND QUALIFICATION OF MEDIATORS

Rule 9 — Qualifications of a Mediator

9.1 No person shall be appointed as a Mediator under these Rules unless that person:

(a) is an Accredited Mediator on the Institution's panel of mediators;

(b) is accredited by a mediation institution recognised by the Institution; or

(c) has conducted at least five (5) domestic mediations or three (3) international mediations under the rules of an institution recognised by the Institution.

9.2 A Mediator must demonstrate competence in the area of the dispute. In succession disputes under AISTAR 2026, a Mediator shall additionally demonstrate knowledge of the Law of Succession Act, the constitutional framework governing estate settlement, the AISTAR 2026 procedural framework, and the distinction between the Mediator's facilitative role and the SST Facilitator's legal compliance verification role under AISTAR Rule 64 and Schedule E of these Rules.

9.3 The Institution shall maintain a published Mediator Accreditation Register available to all parties through the ACDS and the Digital Gazette.

Rule 10 — Appointment by Agreement

10.1 Subject to Rule 9, the parties shall jointly appoint the Mediator within five (5) days of receipt by the Institution of the respondent's acceptance of mediation.

10.2 The Institution shall, upon request, provide the parties with a list of three (3) accredited mediators suited to the nature of the dispute.

10.3 The Chief Executive may, on request, grant an additional period of up to five (5) days to facilitate joint selection.

Rule 11 — Appointment in Default of Agreement

11.1 Where the parties fail to agree on a Mediator within the period specified in Rule 10.1, the Chief Executive shall within five (5) days thereafter propose a list of three (3) mediators from the panel.

11.2 Each party shall, within seven (7) days of receipt, indicate their order of preference and any objection. The Chief Executive shall appoint a Mediator from the list in accordance with the aggregated preference order.

11.3 Where a party fails to respond within the period in Rule 11.2, the Chief Executive shall proceed to appoint a Mediator at sole discretion. The parties shall be presumed to have accepted

such appointment.

11.4 Where no mediator from the proposed list is acceptable to the parties, the Chief Executive may appoint a mediator not on the proposed list, provided that the appointee satisfies the qualification requirements of Rule 9.

Rule 12 — Confirmation of Appointment

12.1 Upon identification of the proposed Mediator, the Chief Executive shall notify the proposed appointee and require confirmation of acceptance within three (3) days.

12.2 The proposed Mediator shall, simultaneously with confirmation, complete and submit the Conflict of Interest and Independence Disclosure Form prescribed in Schedule A. The completed disclosure shall be provided to all parties within two (2) days of receipt by the Institution.

12.3 The Mediator's appointment is confirmed upon the Chief Executive's issuance of an Appointment Notice through the ACDS.

Rule 13 — Co-Mediation

13.1 The parties may agree to Co-Mediation. Co-Mediation is appropriate where the dispute is multi-party, technically complex, or involves cross-cultural dimensions that may benefit from two complementary mediator perspectives.

13.2 In Co-Mediation, both Mediators are jointly responsible for the conduct of proceedings. They shall agree on the allocation of facilitative roles and shall conduct all sessions jointly unless the parties agree otherwise.

13.3 The fee for Co-Mediation shall be that applicable to a sole Mediator multiplied by 1.5, divided equally between the two Mediators.

Rule 14 — Conflict of Interest and Impartiality

14.1 No person shall act as Mediator if that person has a conflict of interest that affects or may reasonably be perceived to affect independence or impartiality, unless all parties are notified in writing and consent in writing to the appointment.

14.2 A Mediator shall immediately disclose to all parties and the Chief Executive any circumstance arising during the mediation that may create a reasonable perception of bias or conflict of interest.

14.3 Where a party objects to the continued service of a Mediator on grounds of conflict of interest or reasonable apprehension of bias, the Mediator shall be disqualified. The parties shall appoint a substitute within seven (7) days, failing which the Chief Executive shall appoint in accordance with Rule 11.

14.4 A Mediator who has previously acted as mediator, arbitrator, adjudicator, expert, counsel, or adviser in relation to the same dispute shall not be appointed under these Rules without full written disclosure and informed written consent of all parties.

14.5 The Institution may, upon the application of any party and with reasonable grounds shown, investigate the conduct of a Mediator during proceedings and take appropriate administrative action, including removal, in accordance with the Institution's Code of Conduct.

PART V — CONDUCT OF MEDIATION

Rule 15 — Preliminary Conference

15.1 Following commencement of mediation under Rule 8.2, the Mediator shall convene a Preliminary Conference within seven (7) days, which may be conducted via videoconference, telephone, or physical attendance.

15.2 At the Preliminary Conference the Mediator shall, with the assistance of the parties:

(a) confirm the identity, authority, and representation of all parties;

(b) identify and frame the key issues in dispute;

(c) agree on the exchange of position papers, relevant documents, and supporting evidence;

(d) agree on the terms of engagement of the Mediator, including the applicable fee track confirmed under Rule 8.1, and any cancellation and adjournment charges;

(e) determine the venue, mode, language, and timetable for mediation sessions;

(f) consider whether any preliminary protective measures are necessary to preserve the subject matter of the dispute pending settlement; and

(g) agree on any special procedures appropriate to the nature of the dispute, including caucus protocols and the use of expert input.

15.3 The Mediator shall issue a Procedural Note following the Preliminary Conference recording all agreed matters and directions.

Rule 16 — Role of the Mediator

16.1 The Mediator shall act independently and impartially at all times. The Mediator facilitates negotiation and communication; the Mediator does not impose solutions and does not adjudicate the dispute.

16.2 The Mediator shall conduct the mediation in a manner the Mediator considers appropriate having regard to:

(a) the circumstances and complexity of the dispute;

(b) the wishes and interests of the parties, including any vulnerable persons;

(c) any applicable constitutional rights, including the rights of minors, dependants, and persons with disabilities where succession or estate matters are involved;

(d) cultural, linguistic, and accessibility considerations relevant to the parties; and

(e) practical considerations relevant to the expeditious and effective resolution of the dispute.

16.3 The Mediator may communicate with the parties jointly or separately (in caucus), directly or through their representatives, and by any medium the Mediator considers appropriate including in-person, telephone, or videoconference.

16.4 The Mediator may employ facilitative, evaluative, or transformative approaches, or a combination thereof, with the agreement of the parties. Where the Mediator employs an evaluative approach, any assessment of the likely outcome of proceedings shall be clearly framed as the Mediator's non-binding opinion, shall not be relied upon as legal or professional advice, and shall not be disclosed outside the mediation without the consent of the parties.

16.5 In succession mediations under AISTAR 2026, the Mediator shall remain alert to the constitutional duty of care to the estate and shall not facilitate or record any settlement that would prejudice the rights of minor beneficiaries, unrepresented dependants, or persons with disabilities, without ensuring that adequate safeguards are in place. Where such concern arises, the Mediator shall promptly refer the matter to the AISTAR Tribunal.

16.6 The Mediator's role is distinct from the role of an SST Facilitator under AISTAR Rule 64. The Mediator facilitates negotiation between parties who have not yet reached agreement. The SST Facilitator conducts a legal compliance verification review of a completed Settlement Agreement against the structured checklist in TPD 08/2026. These are separate functions; neither role performs the other's function. Where a mediation produces a Mediated Settlement Agreement and the parties elect to invoke the SST, a Facilitator shall be appointed under AISTAR Rule 64. The Mediator may be appointed as Facilitator only with full written disclosure and the written consent of all parties, subject to any conflict of interest arising from their prior mediation role.

Rule 17 — Role of the Parties

17.1 Each party shall:

- **(a)** act in good faith in the mediation and co-operate with the other parties and the Mediator in the settlement of the dispute;
- **(b)** ensure that their representative attending the mediation has full authority to settle, or is accompanied by or in real-time communication with a person having such authority;
- **(c)** make timely and complete disclosure of all information relevant to settlement;
- **(d)** treat all parties and the Mediator with respect and courtesy; and
- **(e)** comply with all procedural directions issued by the Mediator.

17.2 A representative's authority and personal details shall be disclosed to all other parties and the Mediator. The representative shall sign an undertaking in the form prescribed in Schedule A to abide by the Mediator's directions and the Institution's Code of Conduct.

17.3 Where a party's authority to settle is limited, the limits of authority shall be disclosed to the Mediator and to all other parties at or before the Preliminary Conference.

Rule 18 — Authority, Representation, and Vulnerable Parties

18.1 A party to mediation may be represented by any person including an advocate, lay representative, or authorised family member.

18.2 The Mediator may require proof of authority in such form as the Mediator considers appropriate.

18.3 Where a party is a minor, a person under disability, or a deceased estate without an appointed representative, the Mediator shall raise the matter with the Institution. In succession mediations, the matter shall be referred to the AISTAR Tribunal which may appoint an interim administrator or guardian for the purpose of representing such interests in the mediation.

18.4 The Mediator shall not proceed to settlement on any terms that purport to bind a minor, person under disability, or unrepresented estate interest without confirmation that appropriate representation and independent protection of that interest is in place.

Rule 19 — Venue, Language, and Accessibility

19.1 The parties shall, in consultation with the Mediator, select the venue for mediation. The venue may include a physical location, a fully virtual format, or a hybrid format combining both.

19.2 The Institution shall ensure that venues and formats are accessible to parties with disabilities, and shall accommodate reasonable requests for alternative participation formats.

19.3 Unless the parties otherwise agree in writing, the mediation shall be conducted in the language of the documents constituting the mediation agreement. Where those documents are in more than one language, the Mediator shall determine the primary language after consulting the parties.

19.4 Where a document relied upon by a party is in a language other than the mediation language, the party relying on that document shall provide a certified translation within the period directed by the Mediator.

19.5 The Institution may, at the request of the Mediator or the parties, arrange interpretation, translation, administrative assistance, or accessible technology to facilitate the mediation.

Rule 20 — Multi-Party Mediation

20.1 These Rules apply to Multi-Party Mediation with the adaptations prescribed in this Rule.

20.2 In Multi-Party Mediation the Mediator shall, at the Preliminary Conference:

- **(a)** identify the full range of party interests, including any unrepresented interests that ought to be joined;
- **(b)** agree on a procedure for managing competing positions and priorities; and
- **(c)** consider whether Co-Mediation is appropriate.

20.3 In succession mediations under AISTAR 2026, the Mediator shall notify the AISTAR Tribunal of any party whose interests are likely to be affected by the mediation but who is not represented in it, to enable the Tribunal to consider whether a joinder direction under AISTAR Rule 20(5) is necessary.

PART VI — CONFIDENTIALITY AND WITHOUT PREJUDICE PROTECTION

Rule 21 — Confidentiality

21.1 All parties, participants, and the Mediator shall keep confidential all information disclosed in or arising from the mediation, including the existence of the mediation, all oral and written communications, offers, concessions, and the terms of any settlement, unless:

(a) the disclosure is required or compelled by law or by an order of a court of competent jurisdiction;

(b) the disclosure is necessary to give effect to or enforce a Mediated Settlement Agreement;

(c) the parties have given written consent to the specific disclosure; or

(d) disclosure is necessary to prevent serious harm to the safety of any person, consistent with any applicable duty imposed by law.

21.2 All participants shall, before participating in the mediation, sign the Confidentiality Agreement and Undertaking in the form set out in Schedule C.

21.3 Information disclosed by a party to the Mediator in a private session (caucus) is confidential between that party and the Mediator, and shall not be disclosed to any other party without the express consent of the disclosing party.

21.4 Where mediation is conducted in the context of AISTAR 2026 proceedings, confidentiality obligations under this Rule are subject to the AISTAR Tribunal's inquisitorial powers under AISTAR Rule 26, the duty of candour under AISTAR Rule 23, and the Tribunal's duty of care to the estate. Nothing in these Rules limits those obligations.

21.5 The Institution shall ensure that mediation records and communications are stored securely in the ACDS and are protected in accordance with the AITAR Data Protection and Artificial Intelligence Governance Policy and applicable data protection legislation.

Rule 22 — Without Prejudice Protection

22.1 All communications made in the course of mediation proceedings under these Rules — whether oral or written — shall be without prejudice and shall not be admissible in any subsequent judicial, arbitral, or administrative proceedings except:

(a) with the written consent of all parties to the mediation;

(b) where admissibility is required or permitted by written law;

(c) where the communication is a signed Mediated Settlement Agreement; or

(d) where necessary to resist a claim of fraud, duress, or unconscionable conduct by a party in procuring or resisting settlement.

22.2 The parties and the Mediator shall not compel, summon, or seek to compel or summon the

Mediator as a witness in any subsequent judicial, arbitral, or administrative proceedings concerning the mediated dispute.

22.3 The without prejudice protection in this Rule applies independently of and concurrently with any applicable statutory privilege or common law protection.

PART VII — TERMINATION AND SETTLEMENT

Rule 23 — Duration and Time Limit

23.1 Mediation proceedings shall ordinarily be completed within three (3) months from the commencement date under Rule 8.2, unless otherwise agreed by all parties in writing.

23.2 Where the parties agree to extend the mediation period, the extension shall be communicated to the Chief Executive in writing and shall not ordinarily exceed a further three (3) months.

23.3 The Mediator may, at any stage, convene an expedited single-day mediation where the circumstances of the dispute make this appropriate and the parties agree.

Rule 24 — Termination of Mediation

24.1 Mediation may be terminated where:

(a) the parties sign a Mediated Settlement Agreement under Rule 26;

(b) the Mediator, after consultation with the parties, makes a written declaration that further attempts at mediation are unnecessary or unlikely to succeed;

(c) one party makes a written declaration to the Mediator and the Institution of its intention to terminate the mediation;

(d) the mediation period under Rule 23.1 expires without agreement and without the parties agreeing to extend; or

(e) the Chief Executive orders termination on the grounds that fees required under these Rules have not been paid as required.

24.2 Upon termination, the Institution shall issue a Closing Certificate recording the fact and date of termination and its outcome, and shall update the ACDS accordingly.

Rule 25 — Mediator Withdrawal

25.1 A Mediator may suspend or terminate the mediation or withdraw as Mediator where the Mediator reasonably believes the circumstances require it, including where the Mediator has reasonable grounds to suspect:

(a) a party is engaging in fraudulent, illegal, or unconscionable conduct in connection with the mediation;

(b) a party is unable to meaningfully and reasonably participate in negotiations;

(c) a party is not acting in good faith;

(d) continuation of the mediation would cause significant harm to a party, a third party, the estate (in succession mediations), or to any minor or vulnerable person; or

(e) the interests of a minor, dependent, or person under disability are at risk of being prejudiced by the terms of an emerging settlement.

25.2 Upon withdrawal, the Mediator shall: (a) maintain the obligation of confidentiality under Rule 21; (b) cause the least possible harm to the parties; and (c) promptly inform the Chief Executive in writing.

Rule 26 — Mediated Settlement Agreement

26.1 Where the parties reach agreement through mediation, the terms shall be reduced to writing in a Mediated Settlement Agreement, signed by all parties or their authorised representatives, and countersigned by the Mediator as witness.

26.2 The Mediated Settlement Agreement shall:

(a) clearly identify all parties to the agreement;

(b) set out the agreed terms with sufficient specificity to be implemented without further reference to the Mediator;

(c) state the legal effect intended by the parties, including whether the agreement is to be presented to a court for adoption as a consent order, filed as a Settlement Application under AITAR Rule 24.7, presented to the AISTAR Tribunal as a Consent Determination under AISTAR Rule 25, or processed through the AISTAR SST under Part VIII of AISTAR 2026;

(d) include a statement that the agreement is freely and voluntarily entered into;

(e) specify any conditions precedent to implementation;

(f) in succession matters where the parties elect Tribunal adoption: include a statement that the agreement is to be presented to the AISTAR Tribunal for adoption as a Consent Determination under AISTAR Rule 25;

(g) in succession matters where the parties elect the SST: include a statement confirming that all primary parties are participating voluntarily and that a joint Settlement Application will be filed under AISTAR Rule 60;

(h) in general AITAR matters where institutional certification is desired: include a statement confirming that a Settlement Application will be filed under AITAR Rule 24.7, and identify any institutions whose compliance will be required so that the Institution may join them as Institutional Interested Parties under AITAR Rule 21;

(i) Express Summary Distress & Repossession Clause: The parties may expressly agree that in the event of default in paying any agreed sum, surrendering property, or vacating premises by the date stipulated, the agreement shall operate as a direct submission to extra-judicial execution under Section 2(2)(c) of the Auctioneers Act (Cap 526) and Rule 5(1) of the Auctioneers Rules.

(j) Section 4(3) FAAA Pre-Decision Notice and Institutional Joinder: The agreement shall explicitly identify each banking institution, land registry, corporate registry, or pension fund whose action is necessary to implement the terms. The parties consent to immediate service of a Section 4(3) FAAA Pre-Decision Notice upon such entities, binding them to the resulting Consent Determination upon institutional validation.

(k) Submission to Native Civil Contempt Jurisdiction: The parties expressly agree that upon

adoption of the Settlement Agreement as a Consent Determination under AITAR Rule 24.7 or AISTAR Rule 25, willful refusal to comply with the terms shall subject the defaulting party to native civil contempt proceedings before the Tribunal under Sections 38, 51, and 84(2) of the Civil Procedure Act and CPR Order 22, including property attachment and civil jail committal.

26.3 The Mediator shall not sign a Mediated Settlement Agreement that the Mediator knows to be procured by duress, fraud, unconscionable conduct, or fundamental mistake of fact. Where the Mediator has concerns about the integrity or fairness of the agreement, the Mediator shall raise those concerns with all parties before signing.

26.4 A Mediated Settlement Agreement executed under these Rules is binding and enforceable as a contract. Where processed as a Settlement Application under AITAR Rule 24.7 or adopted as a Consent Determination under AISTAR Rule 25, it shall, upon issuance of the Consent Determination and Certificate of Finality, carry the Sovereign Hash and possess the full enforcement attributes of a final administrative determination, executable via direct Auctioneer distress (Pathway 1), direct Tribunal-led Order 22 execution under FAA Rules 2024 Rules 2 and 37 (Pathway 2), or summary ministerial court registration within seven (7) days under CPA Sections 1A, 1B, 7, and 34 (Pathway 3).

26.5 Partial settlements are permitted. Where parties agree on some but not all issues, the Mediator shall record the agreed terms in a Partial Settlement Agreement and continue mediation on the remaining issues. In AISTAR proceedings, a Partial Settlement Agreement may be presented as a Partial Consent Determination under AISTAR Rule 25(5).

PART VIII — ROLE OF MEDIATOR IN OTHER PROCEEDINGS

Rule 27 — Restrictions on the Mediator

27.1 The Mediator shall not, in relation to the dispute that was the subject of the mediation:

(a) act as representative, counsel, or adviser to any party;

(b) appear as a witness in any arbitral, judicial, or tribunal proceedings;

(c) act as arbitrator or adjudicator of the same dispute;

(d) advise any person on the merits of the dispute after conclusion of the mediation; or

(e) accept appointment as an AISTAR Tribunal member or SRT member in any proceedings arising from or related to the same estate or succession matter.

27.2 The parties and the Mediator shall agree, as a condition of commencing mediation under these Rules, that they shall not present, summon, or compel the Mediator to give evidence or produce documents in any subsequent proceedings.

27.3 A Mediator who has conducted a mediation in an AISTAR matter may apply to be appointed as SST Facilitator under AISTAR Rule 64 in respect of the same estate only with full written disclosure to all parties and their written consent, and subject to the conflict of interest assessment under Rule 14. The Mediator's prior knowledge of the parties' positions and the estate shall be disclosed as a potential source of bias.

PART IX — COSTS, FEES, AND QUALITY ASSURANCE

Rule 28 — Costs

28.1 Unless otherwise agreed by the parties or ordered by a court, each party shall bear its own costs of participation in the mediation.

28.2 The costs of the mediation include:

(a) the professional fees of the Mediator;

(b) venue costs, including meeting rooms, breakout rooms, and virtual platform charges;

(c) administrative costs, including ACDS case management, registration, and communication expenses;

(d) fees for translation, interpretation, or expert witnesses attending with the consent of the parties; and

(e) any other reasonable costs incurred in the organisation or conduct of the mediation.

28.3 The parties are jointly and severally liable for the costs in Rule 28.2 to the Institution and the Mediator.

28.4 In succession mediations under AISTAR 2026, mediation costs constitute administration expenses of the estate within the meaning of section 83(c) of the Law of Succession Act and rank in priority before creditor claims and beneficiary distributions accordingly.

28.5 A party unable to pay the mediation fees may apply to the Institution to proceed on deferred terms. The Institution shall grant deferral where the applicant demonstrates financial hardship meeting the criteria published by the Institution, consistent with the access to justice obligation under Article 48 of the Constitution. Deferred fees shall be recorded as a first charge on any settlement proceeds recovered, and written off from the AQAF where no proceeds are available.

Rule 29 — Fees and Fee Tracks

29.1 The fees for mediations under these Rules are set out in Schedule B and are divided into two tracks:

(a) Track A — Ad valorem fees, applicable to succession and estate-related mediations under AISTAR 2026, and to any other mediation where the subject matter value is ascertainable at the outset and the parties elect ad valorem billing. Track A fees are calculated as a percentage of the subject matter value in accordance with Schedule B Part 1; and

(b) Track B — Time-based fees, applicable to general civil and commercial mediations under AITAR 2026 where the subject matter value is not ascertainable or the parties elect time-based billing. Track B fees are calculated on a per-session and daily basis in accordance with Schedule B Part 2.

29.2 The applicable fee track shall be determined at commencement under Rules 7.2(f) and 8.1. Once confirmed by the Chief Executive, the fee track shall not be changed without written

agreement of all parties.

29.3 Prior to commencement of mediation under Rule 8.2, each party shall pay the registration fee, appointment fee (if any), and an advance deposit toward the Mediator's fees and administrative costs in accordance with Schedule B.

29.4 The Mediator may agree a cancellation, non-attendance, or adjournment fee with the parties as part of the terms of engagement, to be specified in writing at or before the Preliminary Conference.

29.5 The Chief Executive may request additional deposits during the mediation for costs reasonably anticipated under Rule 28.2. Such additional deposits shall be payable within fifteen (15) days of the request.

29.6 Where additional deposits are not paid within the specified period, the Chief Executive shall inform the parties. Either party may make the required payment. The Mediator may, after consultation with the Chief Executive, suspend or terminate the mediation.

29.7 The Institution shall provide a final cost statement upon conclusion of the mediation specifying all amounts received, disbursed, and the balance, and shall return any surplus to the parties proportionately.

29.8 All fees are subject to Value Added Tax at the prevailing rate.

Rule 30 — Quality Assurance Retention

30.1 In alignment with the AQAF quality assurance mechanism under AITAR 2026, twenty percent (20%) of the Mediator's professional fee shall be retained in the AQAF as the Quality Assurance Retention pending the quality assurance outcome.

30.2 The Quality Assurance Retention shall be released to the Mediator in full within fourteen (14) days of: (a) the signing of a Mediated Settlement Agreement; or (b) the issue of a Closing Certificate confirming that mediation concluded without settlement, where no quality assurance complaint has been filed.

30.3 Where a formal quality assurance complaint is filed against the Mediator within fourteen (14) days of conclusion, the Retention shall be held pending the Institution's determination. The Institution shall determine any such complaint within thirty (30) days and notify all parties of the outcome.

30.4 The Quality Assurance Retention constitutes deferred professional remuneration and shall not be treated as a disciplinary fine unless a finding of serious misconduct is made.

PART X — LIABILITY, AMENDMENT, AND ADMINISTRATION

Rule 31 — Exclusion of Liability

31.1 A Mediator shall not be liable for any act or omission in good faith in the discharge of functions as Mediator under these Rules or arising from a settlement reached in proceedings conducted under these Rules.

31.2 This exclusion extends to servants and agents of the Mediator acting in good faith with due authority.

31.3 Nothing in this Rule affects liability incurred by reason of the Mediator's resignation or withdrawal in circumstances other than those contemplated by Rule 25.

31.4 The Institution, the Chief Executive, the Board, the Chief Adjudicator and President of Independent Tribunals, and their servants and agents shall not be liable for acts or omissions in good faith in the administration of mediation proceedings under these Rules, including in the appointment or proposal of a Mediator.

31.5 No statement, whether written or oral, made in the course of mediation proceedings shall be relied upon by any party to institute or maintain an action for defamation, breach of confidence, or any related claim, subject to Rule 21.1.

Rule 32 — Administrative Assistance

32.1 Subject to Rule 19, the Chief Executive may arrange translators, interpreters, administrative assistance, accessible technology, or other facilities required to facilitate the mediation.

32.2 The Institution may provide an online mediation management environment through the ACDS to facilitate filing, communication, document exchange, and record-keeping under these Rules.

Rule 33 — Record-Keeping and Closing Certificate

33.1 The Institution shall maintain a record of all mediation proceedings through the ACDS, including the Request for Mediation, responses, the Mediator's appointment, position papers, and the Mediated Settlement Agreement or Closing Certificate.

33.2 The record of proceedings shall form part of the official institutional archive and shall be retained for a period of not less than ten (10) years, or for such longer period as required by applicable written law.

33.3 Upon conclusion of a mediation, the Institution shall issue a Closing Certificate recording the date of conclusion, the outcome (settlement, partial settlement, non-settlement, or withdrawal), and the Case Identifier. The Closing Certificate shall be entered in the Digital Registry and accessible through the ACDS.

33.4 Where a Mediated Settlement Agreement has been signed, the Institution shall, upon request,

issue a certified copy of the Agreement bearing the AITAR institutional seal for use in implementation or enforcement proceedings.

Rule 34 — Data Protection and Artificial Intelligence

34.1 The processing of personal data in mediation proceedings under these Rules shall comply with the AITAR Data Protection and Artificial Intelligence Governance Policy published by the Institution and applicable data protection legislation.

34.2 The Mediator shall not upload unredacted party information or estate records to external artificial intelligence systems without compliance with the AITAR AI Governance Policy.

34.3 Parties consent to the processing of their personal data by the Institution for the purposes of administering the mediation by initiating or participating in proceedings under these Rules.

Rule 35 — Amendment

35.1 These Rules may be amended by the Chief Adjudicator and President of Independent Tribunals or by such institutional authority as the Board may designate for that purpose.

35.2 Amendments shall be published in the AITAR Digital Gazette and shall apply prospectively to all mediations commencing after the date of publication, unless the parties have otherwise agreed.

35.3 The Rules applicable to any mediation shall be those in force at the commencement date, unless the parties have agreed in writing to be bound by a later edition.

SCHEDULES

SCHEDULE A — STANDARD FORMS

Part A — Model Mediation Clauses

GENERAL CLAUSE (AITAR 2026):

"Any dispute arising out of or relating to this agreement, including any question regarding its existence, validity, breach, or termination, shall be referred to mediation administered by Aluochier Dispute Resolution in accordance with the Aluochier Dispute Resolution Mediation Rules then in force. The language of the mediation shall be [English / Swahili]. The place of mediation shall be [City, Kenya / virtual]. The institution of mediation proceedings shall not prevent either party from seeking urgent relief from a court of competent jurisdiction. Where the parties reach a settlement, they may present it to the Institution as a Settlement Application under AITAR 2026 Rule 24.7 for adoption as a certified Consent Determination. The parties expressly agree that any resulting Consent Determination shall carry summary execution authority under Rule 5(1) of the Auctioneers Rules (1997) and Rule 37 of the Fair Administrative Action Rules, 2024, without requiring fresh plenary litigation."

SUCCESSION / AISTAR CLAUSE:

"In the event that a dispute arises in connection with the settlement of the estate of the deceased, the parties agree to first attempt to resolve the dispute through mediation administered by Aluochier Dispute Resolution in accordance with the Aluochier Dispute Resolution Mediation Rules then in force, before or during any proceedings under the Aluochier Independent Succession Tribunals Administrative Rules (AISTAR 2026). Any Mediated Settlement Agreement shall be presented to the AISTAR Tribunal for adoption as a Consent Determination under AISTAR Rule 25, or processed through the Structured Settlement Track under AISTAR Part VIII, at the election of the parties."

STEPPED MEDIATION-ARBITRATION CLAUSE (AITAR 2026):

"Any dispute arising out of or relating to this agreement shall first be referred to mediation administered by Aluochier Dispute Resolution in accordance with the Aluochier Dispute Resolution Mediation Rules then in force. If the dispute has not been settled within thirty (30) days of the filing of the Request for Mediation, it shall be referred to arbitration administered by Aluochier Dispute Resolution in accordance with the Aluochier Independent Tribunals Administrative Rules (AITAR 2026). One half of the administrative costs of the mediation shall be credited against the administrative costs of the subsequent arbitration in accordance with AITAR Rule 59.5."

Part B — Form A: Request for Mediation

SECTION	INFORMATION REQUIRED
AITAR Case Reference (if existing)	
AISTAR Case No. (if succession-related)	
Requesting Party — Full Name	
Requesting Party — Address	
Requesting Party — Email	
Requesting Party — Telephone	
Respondent(s) — Full Name(s)	
Respondent(s) — Address(es)	
Respondent(s) — Email(s)	
Reference to mediation clause / agreement	Date and clause / document reference
Nature of dispute (brief description)	
Amount or subject matter involved	
Specific outcome sought	
Proposed fee track	Track A (ad valorem) / Track B (time-based)
Existing proceedings — courts / AISTAR (sworn)	
Preferred language of mediation	
Preferred venue / format	Physical / Virtual / Hybrid
Registration fee enclosed	Yes / No

SECTION	INFORMATION REQUIRED

Part C — Conflict of Interest and Independence Disclosure Form

To be completed by the proposed Mediator and submitted to the Institution with confirmation of appointment. Copies to be provided to all parties within two (2) days.

DISCLOSURE ITEM	MEDIATOR'S RESPONSE
Name of proposed Mediator	
Any personal, professional, or financial relationship with any party	Yes / No — if Yes, describe
Any prior involvement in this dispute or related matter	Yes / No — if Yes, describe
Any interest in the subject matter of the dispute	Yes / No — if Yes, describe
Any prior appointment as advocate, arbitrator, or expert in this matter	Yes / No — if Yes, describe
Any circumstance reasonably giving rise to doubt as to independence	Yes / No — if Yes, describe
Prior mediation role in same estate (SST appointment consideration)	Yes / No — if Yes, describe
Declaration: I confirm I am independent and impartial	Signature / Date
Continuing duty: I will promptly disclose any new circumstances	Acknowledged

SCHEDULE B — FEES

PART 1 — TRACK A: AD VALOREM FEES

Applicable to succession and estate-related mediations under AISTAR 2026, and to any other mediation where the subject matter value is ascertainable and the parties elect ad valorem billing.

The Track A Mediator's professional fee is calculated on the same ad valorem basis as the AISTAR uncontested estate fee under AISTAR Schedule D Item 2:

Estate Value	Uncontested Fee	Minimum
Up to KES 1,000,000	5% of estate value	KES 30,000
Above KES 1,000,000	1% of estate value	—

For discrete or isolated disputes (single asset or specific claim):

Disputed Asset Value	Uncontested (KES)
Up to 50,000	17,640
50,001 – 100,000	23,520
100,001 – 200,000	35,280
200,001 – 500,000	58,800
500,001 – 1,000,000	100,000
1,000,001 – 20,000,000	Fees as for 1,000,000 plus an additional 1%
20,000,000 – 250,000,000	Fees as for 20,000,000 plus an additional 0.5%
Over 250,000,000	Fees as for 250,000,000 plus an additional 0.1%

CROSS-REFERENCE TO AISTAR SST: For the purposes of AISTAR Schedule D Item 1B, "the mediation fee as prescribed in the ADR Mediation Rules fee scale" means the Track A Mediator's professional fee as set out in this Part 1. The inconclusive SST Facilitator fee is 50% of the applicable Track A fee for the estate in question.

Track A Administrative Items	Fee
Registration fee	KES 2,000 / USD 100
Administrative costs (domestic)	Included in 20% Institutional Fee
Administrative costs (international)	Included in 20% Institutional Fee
Quality Assurance Retention (AQAF)	20% of Mediator's fee
Institutional Fee	20% of Roster member's fee

PART 2 — TRACK B: TIME-BASED FEES

Applicable to general civil and commercial mediations under AITAR 2026 where the subject matter value is not ascertainable or the parties elect time-based billing.

DOMESTIC (KES):

Service	Fee (KES)	Notes
Registration Fee	KES 2,000	Non-refundable; payable by requesting party
Administrative Costs	KES 20,000	Covers ACDS, notices, communications
Standard session (up to 3 hours)	KES 45,000	KES 15,000/hr
Full day (up to 6 hours)	KES 90,000	KES 15,000/hr; daily cap
Document review (per hour)	KES 5,000	Pre/post session preparation
Quality Assurance Retention (AQAF)	20% of Mediator's fee	Deferred; released on conclusion
Institutional Fee	20% of Roster	ACDS management, registry, gazette

Service	Fee (KES)	Notes
	member's fee	

INTERNATIONAL (USD):

Service	Fee (USD)	Notes
Registration Fee	USD 100	Non-refundable; payable by requesting party
Administrative Costs	USD 500	Fixed charge
Standard session (up to 3 hours)	USD 1,200	USD 400/hr
Full day (up to 6 hours)	USD 2,400	USD 400/hr; daily cap
Document review (per hour)	USD 200	Pre/post session preparation
Quality Assurance Retention (AQAF)	20% of Mediator's fee	Deferred; released on conclusion
Institutional Fee	20% of Roster member's fee	ACDS management, registry, gazette

NOTE ON TRACK B RATES: The Track B rates represent a revision of the rates originally published under the Nairobi Centre for International Arbitration (Mediation) Regulations, 2015 (Legal Notice 253/2015), at KES 5,000/hr domestic and USD 300/hr international. Kenya's cumulative CPI inflation from 2015 to 2026 is approximately 95%. The domestic rate of KES 15,000/hr reflects both CPI adjustment and professional market development since 2015. The international rate of USD 400/hr reflects a 33% increase, positioning the Institution competitively within the African institutional mediation market. These rates may be revised by publication in the AITAR Digital Gazette with not less than thirty (30) days advance notice. In succession matters under AISTAR 2026, mediation fees under both tracks rank as administration expenses of the estate under section 83(c) of the Law of Succession Act.

PART 3 – ENFORCEMENT TARIFFS FOR CONSENT DETERMINATIONS

[Pursuant to Rules 5.3 and 26.4]

1. **Upfront Transparency for Mediated Settlements:**

Where a Mediated Settlement Agreement adopted as a Consent Determination under AITAR Rule 24.7 or AISTAR Rule 25 requires coercive execution due to party default, the enforcing party shall pay the standard statutory execution fees:

(a) Unopposed Execution / Form No. 6 Garnishee Order:
Mediator/Tribunal Fee: KES 4,200 | Institutional Fee (20%): KES 840
Total: KES 5,040

(b) Contested Enforcement / Contempt Proceedings:
Tribunal Fee: KES 14,000 | Institutional Fee (20%): KES 2,800
Total: KES 16,800

2. **Abolition of Duplicate Ad Valorem Costs:**

Payment of these transparent, statutory charges replaces any duplicate ad valorem suit instruction fees, securing immediate access to CPR Order 22 execution.

SCHEDULE C — CONFIDENTIALITY AGREEMENT AND UNDERTAKING

[Rule 21]

PARTIES TO THIS UNDERTAKING:

PARTY / PARTICIPANT	NAME	SIGNATURE	DATE
Party 1			
Party 2			
Party 3 (if any)			
Representative(s)			
The Mediator			
Other participants			

(Having entered into a mediation agreement and the mediation being conducted under the Aluochier Dispute Resolution Mediation Rules 2026)

1. CONFIDENTIALITY UNDERTAKING. Each of the undersigned undertakes:

(a) to keep confidential all information disclosed in or arising from the mediation, including the fact and existence of the mediation, all communications, offers, concessions, assessments, and the terms of any settlement ("Confidential Information");

(b) not to disclose Confidential Information except as permitted by Rule 21.1 of these Rules;

(c) not to use Confidential Information for any purpose other than the mediation; and

(d) to ensure that any person to whom Confidential Information is disclosed in the exercise of employment or professional obligations is bound by equivalent obligations of confidentiality.

2. WITHOUT PREJUDICE PRIVILEGE. Each of the undersigned undertakes that the following will be privileged and will not be disclosed in, relied upon, or be the subject of any

summons or subpoena in any subsequent proceedings:

(a) any settlement proposal made by any party or the Mediator;

(b) the willingness of any party to consider any such proposal;

(c) any admission, concession, or position paper disclosed in mediation;

(d) any statement made or document produced by the Mediator; and

(e) any information disclosed in a private session (caucus).

3. PERMISSIBLE DISCLOSURE. The parties acknowledge that the Mediator or Institution may disclose information:

(a) with the consent of the person from whom it was obtained;

(b) confirming that a settlement has been reached and its general terms, where necessary for implementation;

(c) where reasonably necessary to prevent or minimise a serious risk to life, safety, or property; or

(d) as required by applicable law or court order.

4. SUCCESSION PROCEEDINGS EXCEPTION. Where these proceedings are connected to AISTAR 2026 proceedings, the parties acknowledge that this Confidentiality Agreement does not limit the AISTAR Tribunal's inquisitorial powers, its duty of candour obligations on parties under AISTAR Rule 23, or its duty of care to the estate and to the interests of minors, dependants, and persons with disabilities as set out in AISTAR Rules 20 and 25.

5. POST-SETTLEMENT PATHWAY NOTICE. The parties acknowledge that where a Mediated Settlement Agreement is reached, the Mediator will advise them of available institutional pathways for giving that agreement binding legal force, including the Settlement Application under AITAR Rule 24.7 and the Structured Settlement Track under AISTAR Part VIII. The existence of those pathways, and the parties' election among them, does not affect the confidentiality obligations in this Agreement.

SCHEDULE D — GLOSSARY OF CROSS-REFERENCED INSTITUTIONS AND FRAMEWORKS

The following table cross-references key institutional terms used in these Rules by reference to their source instruments within the Aluochier Dispute Resolution institutional framework.

TERM	DEFINED IN	RELEVANCE TO THESE RULES
ACDS	AITAR 2026 (Third Edition), Rule 2	Filing, case tracking, records
AQAF	AITAR 2026 (Third Edition), Rule 2	Quality Assurance Retention under Rule 30
AISTAR 2026	AISTAR 2026 (Sixth Edition), Rule 1	Succession proceedings; mediation interface under Rule 5
Consent Determination	AISTAR 2026, Rule 25	Formal adoption of Mediated Settlement Agreement in succession matters
Digital Gazette	AITAR 2026 (Third Edition), Rule 2	Publication of amendments, institutional notices
FAA Act	Fair Administrative Action Act, No. 4 of 2015	Constitutional administrative law framework
Institutional Interested Party	AITAR 2026 (Third Edition), Rule 19A	Binding of banks/registries to Consent Determination under Rule 24.7 pathway
Permanent Registry	AITAR 2026 (Third Edition)	Archival storage; Closing Certificate registration
Settlement Application	AITAR 2026 (Third Edition), Rule 24.7	Standalone pathway to certified Consent Determination after mediated settlement
SRT	AITAR 2026 / AISTAR 2026	Supervisory Review Tribunal — no role in mediation proceedings
SST	AISTAR 2026, Part VIII	Structured Settlement Track — post-mediation pathway for consensual estate

TERM	DEFINED IN	RELEVANCE TO THESE RULES
		settlements
Sovereign Hash	AISTAR 2026, Schedule F; AITAR 2026, Rule 56.4	Verification of Consent Determination or Certificate of Finality
Track A Fee	These Rules, Schedule B Part 1	Ad valorem fee; basis for AISTAR SST Facilitator fee reference
Track B Fee	These Rules, Schedule B Part 2	Time-based fee for general AITAR mediations

SCHEDULE E — SST FACILITATOR COMPETENCY FRAMEWORK

[Issued pursuant to Rules 9.2 and 16.6; cross-referenced to AISTAR 2026 Rule 64 and TPD 08/2026]

E1. Purpose

This Schedule establishes the competency framework for Roster members who undertake SST Facilitator appointments under AISTAR 2026 Part VIII. Module 2, which is the qualification pathway for SST Facilitator appointment, is a self-contained specialist programme that stands independently of Module 1 (general mediation skills). Prior mediation training or CPM accreditation is not a prerequisite for SST Facilitator appointment. The professional neutrality required of the Facilitator derives from Roster admission, the Oath of Integrity, and the constitutional obligations applicable to all Roster members exercising authority under AISTAR 2026.

E2. Distinction Between Mediator and SST Facilitator

The Mediator and the SST Facilitator perform categorically different functions and must not be confused. The Mediator facilitates negotiation between parties who have not yet reached agreement, employing facilitative, evaluative, or transformative techniques to assist the parties toward a mutually acceptable resolution. The Mediator does not determine rights or verify legal compliance.

The SST Facilitator is appointed after the primary parties have already reached a Settlement Agreement. The Facilitator does not facilitate further negotiation. The Facilitator's sole function is to conduct a legal compliance verification review: to examine the completed Settlement Agreement against the structured checklist in TPD 08/2026 and to determine whether the agreement complies with the Bill of Rights, is not inconsistent with the Constitution, and complies with all applicable written law as identified in AISTAR Rule 64(3)(a). The Facilitator issues either a Settlement Verification Certificate (if satisfied) or a Referral Notice (if not). The Facilitator's role is closer to due diligence review than to mediation facilitation.

The competencies required are therefore distinct. A skilled mediator who lacks knowledge of the applicable succession and property statutes is not qualified to act as SST Facilitator. A skilled lawyer who cannot conduct a neutral legal review without advocacy is also not suited to the role. The SST Facilitator must combine legal knowledge with the professional neutrality that Roster membership, the Oath of Integrity, and the constitutional obligations of AISTAR 2026 impose on all appointed Roster members. Mediation accreditation or CPM certification is not required and is not a condition of SST Facilitator appointment.

E3. Prerequisite Qualifications

A Roster member is eligible for SST Facilitator appointment under AISTAR Rule 11(2)(a) if they hold at minimum a Tier A Roster admission. Prior mediation training or CPM accreditation is not required. SST Facilitator appointment requires the following additional demonstrated competencies:

(a) completion of Module 2 (SST Facilitator specialist training) as described in this Schedule; and

(b) demonstrated knowledge, assessed by the Institution, of the substantive written law identified in AISTAR Rule 64(3)(a) as applicable to estate settlements.

E4. Module 2 Training Content

Module 2 training shall cover the following subject areas, each of which corresponds to a category in the TPD 08/2026 Facilitator's Legal Compliance Checklist:

(a) Law of Succession Act compliance: dependants' rights under sections 26–35; minimum entitlements; spousal rights under sections 35–36; children's rights; polygamous family provisions under sections 37–40; testamentary provisions and their interaction with intestacy; the prohibition on intermeddling under section 45 and the "other written law" authorisation under which AISTAR Determinations and Certificates of Settlement operate.

(b) Bill of Rights compliance: the equality guarantee under Article 27 and its application to estate distribution; property rights under Article 40; dignity and privacy where relevant; the rights of children under Article 53.

(c) Land Registration Act, 2012 compliance (where land assets are involved): valid transfer requirements; existing restrictions, cautions, and overriding interests; discharge of registered charges; the form of transmission instructions required by the Chief Land Registrar.

(d) Matrimonial Property Act, 2013 compliance (where matrimonial property is involved): spousal consent requirements; treatment of the matrimonial home; the distinction between matrimonial property and general estate assets.

(e) Companies Act, 2015 compliance (where company interests are involved): pre-emption rights in articles of association; share transfer restrictions; director qualification requirements; the form of transmission instructions required by the Registrar of Companies.

(f) Children Act, 2022 compliance (where minor beneficiaries are involved): trustee or guardian requirements; prohibition on direct vesting without supervision; court approval requirements where applicable.

(g) Insolvency Act, 2015 compliance (where the estate has creditors): fraudulent preferences; transactions at undervalue; creditor priority and the ranking of estate administration expenses.

(h) The TPD 08/2026 checklist methodology: how to work through the checklist systematically; what constitutes a "minor amendment" that the Facilitator may direct under AISTAR Rule 64(6); and what constitutes a ground for a Referral Notice that cannot be remedied within the SST.

(i) The Settlement Verification Certificate and Referral Notice: drafting requirements; the obligation to state grounds specifically in a Referral Notice under AISTAR Rule 66(1); the distinction between a remediable and an irremediable deficiency.

(j) Conversion to the Adjudication Highway: the AISTAR Rule 67 conversion mechanism; the Facilitator's right to be offered continued appointment under AISTAR Rule 69(3); the bias-objection window and how to manage it; the fee credit and cap mechanisms under AISTAR Schedule D Item 1B.

(k) Confidentiality and inquisitorial tension: the boundary between the Facilitator's obligations (more limited than a Mediator's, since the SST is not a without-prejudice process) and the AISTAR Tribunal's inquisitorial powers; when and how to refer a concern to the Tribunal; the duty to third parties not party to the settlement where the Facilitator identifies a compliance concern affecting them.

(l) Vulnerable parties in SST proceedings: identifying where a minor, person under disability, or unrepresented dependant's interests are not adequately protected in the Settlement Agreement; the Facilitator's obligation under AISTAR Rule 64(3)(c) and the consequences for issuance of the Settlement Verification Certificate.

E5. Assessment

The Institution shall assess Module 2 competency through a structured written assessment covering the subject areas in E4. The assessment shall include at minimum: one scenario requiring identification of compliance deficiencies in a draft Settlement Agreement; one scenario requiring determination of whether to issue a Settlement Verification Certificate or a Referral Notice with stated grounds; and one scenario testing knowledge of the conversion mechanism and applicable fees.

E6. Continuing Professional Development

A Roster member qualified as SST Facilitator shall, as a condition of continued eligibility, complete continuing professional development in succession law and estate administration of not less than six (6) hours per year, as evidenced by attendance at courses recognised by the Institution and recorded in the Roster register.

E7. Relevant Background from the Mediation Rules

Module 1 (general mediation skills) is not a prerequisite for Module 2 and is not required for SST Facilitator appointment. However, certain provisions of these Rules address professional obligations that are directly analogous to the SST Facilitator's duties, and Module 2 training shall incorporate these provisions as cross-references and background reading. Roster members who have completed Module 1 will recognise the parallels; those who have not will encounter these provisions for the first time within Module 2 training:

(a) Rule 16 (Role of the Mediator): the Facilitator's professional neutrality and the obligation not to advocate for any party's position are directly analogous to the Mediator's impartiality

obligations under this Rule, and Module 2 shall cross-reference Rule 16 accordingly;

(b) Rule 18 (Vulnerable parties): the Facilitator's obligation under AISTAR Rule 64(3)(c) to assess whether minors, persons under disability, and dependants are adequately protected is directly analogous to the Mediator's duty under this Rule; Module 2 shall cross-reference Rule 18 accordingly;

(c) Rule 25 (Mediator withdrawal): the grounds on which the Mediator may withdraw under this Rule are directly analogous to the grounds on which the Facilitator must issue a Referral Notice under AISTAR Rule 66; Module 2 shall cross-reference Rule 25 to illustrate this parallel; and

(d) Rule 30 (Quality Assurance Retention): the AQAF mechanism applies to the Facilitator's fee on the same basis as to Tribunal members, as provided in AISTAR Schedule D Item 1B.

E8. Training Programme Structure

For institutional administration purposes, the training programme is structured as follows:

Module 1 — General Mediation Skills (standalone qualification for mediation appointment under these Rules): covers Parts IV, V, VI, and VII of these Rules; practical facilitation skills; caucus management; drafting of Mediated Settlement Agreements; ethics and confidentiality. Completion of Module 1 alone qualifies a Roster member for mediation appointment under these Rules. Module 1 is not a prerequisite for Module 2.

Module 2 — SST Facilitator Specialist Training (standalone qualification for AISTAR SST Facilitator appointment): covers this Schedule E in full; the TPD 08/2026 checklist; substantive succession and property law as set out in E4; AISTAR Part VIII procedure in full; practical exercises in Settlement Agreement review and Referral Notice drafting. Completion of Module 2 alone, without Module 1, qualifies a Roster member for SST Facilitator appointment under AISTAR 2026.

A Roster member who completes both Module 1 and Module 2 is qualified for both mediation appointment under these Rules and SST Facilitator appointment under AISTAR 2026. Neither module is a prerequisite for the other; each confers its own qualification independently.

AMENDMENT RECORD

Edition	Date	Principal Changes
Original Edition	25 March 2026	Publication of Mediation Rules 2026; 35 Rules across 10 Parts; 4 Schedules; integration with AITAR 2026 and AISTAR 2026
April 2026 Revision	April 2026	Dual-track fee schedule (Track A ad valorem / Track B time-based); Track B domestic rates revised from KES 5,000/hr to KES 15,000/hr; Track B international rates revised from USD 300/hr to USD 400/hr; AISTAR cross-references corrected (Rule 23 to Rule 25 throughout); AITAR Third Edition cross-references added (Rules 24.7, 19A, 59); post-mediation SST pathway provisions; Chief Adjudicator amendment authority; definitions updated; Rule 16.6 (Mediator/Facilitator distinction); Schedule B restructured; Schedule E (SST Facilitator Competency Framework) added. Fee corrections (April 2026 — second revision): registration fee aligned to KES 2,000/USD 100; institutional fee corrected to 20% of Roster member's fee throughout; Track B domestic administrative costs set at KES 20,000; Track A administrative costs subsumed in 20% institutional fee; appointment fee line item deleted from Track B tables. Schedule E corrections (April 2026 — third revision): CPM/Module 1 prerequisite removed from SST Facilitator qualification; Module 2 established as standalone SST Facilitator qualification not requiring prior mediation training; E3 renumbered (two sub-paragraphs); E7 reframed from prerequisite to background cross-reference; E8 separated qualification outcomes — Module 1 alone qualifies for mediation appointment; Module 2 alone qualifies for SST Facilitator appointment; neither is prerequisite for the other
October 2026 Revision	October 2026	Rule 5.3: Synchronises Mediation Rules with AITAR Rule 58(5) anti-latency safeguard; guarantees mediated settlements direct access to summary distress and Order 22 execution. Rule 5.6: Establishes an unbroken procedural conduit from succession mediation to summary asset repossession and bank transfer orders. Rule 26.2(i): Satisfies statutory prerequisite for Class "B" Auctioneer distress; converts contractual default into

Edition	Date	Principal Changes
		immediate extra-judicial levy. Rule 26.2(j): Precludes third-party financial institutions and public registries from raising interpleader or procedural unfairness objections. Rule 26.2(k): Provides direct coercive enforcement; eliminates the delay of filing a fresh breach-of-contract lawsuit in the courts. Rule 26.4: Replaces generic enforceability language with the tripartite administrative execution machinery. Schedule A: Secures upfront party consent to summary execution and native civil contempt at the contract drafting stage.

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