

Online Mediation Agreement

THE FOLLOWING PARTIES namely

A , based in (Country), acting as a executive director of, which has its seat in(Country) at

and

B, based in, (Country), acting on as executive director of the., which has its seat in .. (Country) at

(the Parties)

and

mr. Bart Neervoort, based in Hilversum, Netherlands (the Mediator),

AGREE AS FOLLOWS:

1. The Dispute

The Parties have a dispute over

2. Mediation

- 2.1 The Parties will engage in Mediation in a good faith and forthright manner and make a genuine, committed effort to settle to settle the dispute described above. The Mediation will be conducted in accordance with the Mediation Rules of the MfN (Dutch Mediators Federation) (hereinafter "the Rules") as applicable on the date of signing of this Agreement. The Rules form an integral part of this Agreement. The Parties declare to

have either received a copy of the Rules or consulted these on

https://mfregister.nl/content/uploads/MfN_Mediationreglement_ENG.pdf.

- 2.2 The Parties hereby appoint the Mediator to guide the communication and negotiation process as referred to in the Rules.
- 2.3 The Mediator will be responsible for the process. The Parties are responsible for the outcome of the Mediation and for the resolution of their Dispute.
- 2.4 The parties and the mediator are at a distance from each other and agree to mediate from different locations. The parties and the mediator will rely primarily upon information and communication technologies, including the internet, to communicate with each other, and to conduct or participate in the mediation.
- 2.5 At all times while using any information or communication technology to participate in the mediation or pre-mediation process, the parties agree not to have any other people, or any recording device, in the room or within viewing or hearing distance.
- 2.6 The parties recognize that, given the use of information and communication technology, it is not possible to ensure that all communications will remain confidential, and it is not possible to completely control where or how some personal information may be collected, stored or accessed.
- 2.7 The Parties and the Mediator agree to commit to minimizing the chance of inappropriate or inadvertent disclosures, by protecting access to any emails, notes or other information relating to the Mediation which may be stored in their computers or elsewhere, and by not recording any portion of the audio or video streaming of any Mediation session, and further to minimize the consequences of any such disclosures should they occur.
- 2.4 The Mediation will begin on As from that moment the provisions of the Rules shall apply in full, with the understanding that the clauses on confidentiality will also apply to the contacts which the mediator may have had with the parties and their lawyers prior to the signing of this agreement.

3. Voluntary Process

Mediation is a voluntary process. Each of the Parties or the Mediator shall be entitled, in their absolute discretion, to terminate the Mediation at any time without giving a reason. Termination of the Mediation shall not affect the confidentiality and payment obligations as set out in this agreement.

4. Confidentiality

- 4.1 The Parties recognize that the Mediation is for the purpose of attempting to achieve a negotiated settlement and as such all information provided during the Mediation is without prejudice and will be inadmissible in any litigation or arbitration of the dispute. The Mediator and the Parties submit without reservation to the confidentiality requirements as defined in the articles 7 and 10 of the Rules.
- 4.2 In combination with the Rules, this Agreement shall be an Agreement on Evidence as referred to in Article 7:900 of the Netherlands Civil Code in conjunction with Article 153 of the Netherlands Code of Civil Procedure. In order to guarantee the desired confidentiality arrangements the Mediator and the Parties hereby explicitly deviate from the otherwise applicable law of evidence.
- 4.3 The Mediator will ensure that any third Party or individual, which/who becomes involved in the mediation will submit to confidentiality as laid down in this agreement and in the Rules.

5. Representation

- 5.1 This agreement is signed by representatives of the Parties. The person who signs this Agreement will participate in the Mediation through information and communication technologies.
- 5.2 The Parties guarantee that their representative is duly authorized to perform everything necessary in the context of the Mediation, including concluding a settlement agreement as referred to in article 7.1, and that the representative will observe the confidentiality requirements referred to in the Rules.

6. Third parties

The Mediator may allow other individuals to join the Mediation as observer or as assistant, provided the Parties do not disagree.

7. Mediation Fees and Expenses

- 7.1 The Mediators fee and expenses (a fixed sum) have been borne equally by the Parties, before the date of signing of this agreement
- 7.2 The Parties will bear their own costs.

8. Exclusion of Mediators liability

- 8.1 The Parties recognize that the Mediator does not offer legal advice or act as a legal

advisor for any of the parties of the Mediation nor will he analyze or protect any party's position or rights.

- 8.2 The Parties confirm that they shall not bring any claim against the Mediator for breach of contract, breach of duty or negligence unless the Mediator has acted dishonestly towards them.

9. Outcome of the Mediation and Interim Agreements

- 9.1 Any settlement or interim agreement reached in the Mediation will not be legally binding until it has been reduced to writing and signed by or on behalf of the Parties. For the purpose of this Agreement, it shall be sufficient if

- The parties print out a copy of the settlement agreement, sign it and scan it back to each other and the mediator.
- The parties sign the settlement agreement using an electronic signature.
- The parties confirm by email to which the settlement agreement is attached that the email may be accepted as their signature.

For the avoidance of doubt, it is not necessary for all the parties to sign the same document. They can each sign a copy of this agreement and a settlement agreement and exchange their signed parts.

Signed in three original copies

