

MEDIATION AGREEMENT

This Agreement is entered into effective as of ____, 201_ (the "Effective Date") by and between:

The First Party:

XXX ("XXX")

(Federal ID No. CH-xxx-)

ADDRESS LINE 1

ADDRESS LINE 2

COUNTRY

Tel : + _____

Fax : + _____

E-mail: _____

Represented by _____ (Director)

Assisted by:

Me AAA ("Me AAA")

NAME OF LAW FIRM

ADDRESS LINE 1

ADDRESS LINE 2

COUNTRY

Tel : + _____

Fax : + _____

E-mail: _____

and

The Second Party:

YYY LTD ("YYY")

ADDRESS LINE 1

ADDRESS LINE 2

COUNTRY

Tel : + _____

Fax : + _____

E-mail: _____

Represented by Mr. _____ (Director)

Assisted by:

Me BBB ("Me BBB")

NAME OF LAW FIRM

ADDRESS LINE 1

ADDRESS LINE 2

COUNTRY

Tel : + _____

Fax : + _____

E-mail: _____

(jointly referred to as "the Parties")

and

Mr. Jeremy LACK (the "Mediator")

23 Ave de Beau-Séjour

CH-1206 Geneva, Switzerland

Tel: +41 79 247 1519

Fax: +41 22 789 7901

E-mail: jlack@lawtech.ch

WHEREAS

- A. A dispute (as more fully particularized in Schedule 1 to this Agreement and called the “Dispute”) has arisen between the Parties, and
- B. The Parties have requested the Mediator to assist them to resolve the Dispute by way of mediation (the “Mediation”) on the date(s) and at the venue specified in Schedule 1 to this Agreement or, if not so specified, on date(s) and at a venue to be agreed between the Parties and the Mediator.

IN CONSIDERATION OF THE MUTUAL AGREEMENTS SET OUT BELOW

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. THE MEDIATOR AND THE MEDIATION DATES

- 1.1 The Parties hereby appoint the Mediator to assist them to resolve the Dispute in accordance with this Agreement.
- 1.2 In the event that the date or dates for the Mediation and its venue are agreed by the Effective Date, they are set out in Schedule 1. If the date or dates and venue are not so agreed by the Effective Date or are modified, they shall be agreed in writing between the Parties and the Mediator.
- 1.3 If the Parties are unable to reach a settlement in the negotiations at the Mediation, and only if all the Parties so request and the Mediator agrees, the Mediator may provide the Parties with a non-binding suggestion regarding possible terms of settlement. This will not be restricted to an attempt to anticipate what a court or arbitrator might order or award, but may contain what the Mediator suggests may be appropriate settlement terms or further procedural options in view of all of the circumstances of the Dispute.

2. MEDIATION RULES

- 2.1 The [INSERT NAME OF INSTITUTION IF APPLICABLE] (the “Mediation Rules”, a copy of which are available via the Internet at the website [INSERT URL OF WEB LINK] are incorporated into and form part of this Agreement, save as otherwise provided by amendments in writing, if any, to the Mediation Rules set out in Schedule 2 hereto. [DELETE IF THIS WILL BE AN AD-HOC MEDIATION: A request for mediation pursuant to the Mediation Rules has been jointly submitted by the Parties, and the Mediator has been appointed by the appointing administration.]

3. CONFIDENTIALITY, WITHOUT PREJUDICE AND PRIVILEGE

- 3.1 The Mediation proceedings and any statements made in any Mediation sessions are confidential, without prejudice and privileged. They may not be adduced as evidence before any court or tribunal. The Parties agree they will require as a pre-condition for attendance at the Mediation that all persons attending the mediation shall sign the agreement set out in Schedule 3 below confirming that they shall behave accordingly.

3.2 In the event that the Mediation does not result in a settlement agreement, the Parties and the participants may not refer in any other proceedings to any statements made during any Mediation sessions.

3.3 The Mediator shall be under no obligation whatsoever to retain any documents or electronic records made or obtained for the purposes of the Mediation. The Mediator may destroy or delete such documents or records at any time after termination of the Mediation.

4. PAYMENT

4.1 Each Party shall pay the Mediator's upfront retainers, fees and expenses set out in Schedule 4 in accordance with the payment terms of Schedule 4 and in an amount equal to the total divided by the number of Parties unless otherwise agreed and set out in Schedule 4.

5. EXCLUSION OF EVIDENCE, LIABILITY AND INDEMNITY

5.1 None of the Parties may call the Mediator as a witness in any litigation and/or arbitration and/or adjudication in relation to or arising out of the Dispute and/or the Mediation. In the event that any Party, in breach of this provision, so calls the Mediator as a witness, that Party shall indemnify and hold harmless the Mediator from and against all and any legal costs that the Mediator may thereby incur in refusing to testify, and the Party shall pay the Mediator a fee commensurate with the fees set forth in Schedule 4 for all of his time spent in contesting or attending such proceedings. The Mediator shall not bear any liability or responsibility for the breach of any of the provisions of this Agreement, save for willful or gross negligence.

6. LANGUAGE OF THE MEDIATION, APPLICABLE LAW AND JURISDICTION

6.1 This Agreement shall be governed and construed in accordance with [Swiss] law.

6.2 The legal seat of the Mediation agreed to pursuant to this Agreement shall be _____, Switzerland, although physical meetings may be held in the Venue set forth in Schedule 1, or elsewhere if agreed to by the Parties and the Mediator. The languages for the Mediation shall be English. Any Party producing documents or participating in the Mediation in any language other than English shall, at that Party's own expense, provide necessary translations and interpreters into English.

6.3 Any dispute, controversy or claim arising out of or in relation to this Agreement, including the validity, invalidity, breach or termination thereof, shall be submitted to mediation in accordance with the [INSERT NAME OF INSTITUTION OF CHOICE] in force on the date when the request for mediation was submitted in accordance with these Rules. The seat of the mediation shall be Geneva, Switzerland. The mediation proceedings shall be conducted in English, although documents and evidence may be provided in French without need for translation. If such dispute, controversy or claim has not been fully resolved by mediation within sixty (60) days from the date when the mediator(s) has (have) been confirmed or appointed, it shall be settled by expedited arbitration in accordance with the arbitration rules of the [INSTITUTION OF CHOICE] in force on the date when the request for arbitration was submitted in accordance with

SCHEDULE 1

Brief description of the Dispute:

Commercial Mediation Case No. [INSERT] ("MED-__ - __") [OPTIONAL: administered by the [INSERT
NAME OF INSTITUTION OF CHOICE IF APPLICABLE.]

The Dispute involves _____, and events relating to or arising from these
[events/agreements].

Date(s) of the Mediation:

[_____, 20__ (evening) to _____, 20__ (noon)]

Venue for the Mediation:

[TO BE DETERMINED]

Specific requirements for the mediation:

[None]

SCHEDULE 2

The amendments to the Mediation Rules of the mediation institution referred to in the Agreement are as follows:

[None]

[IT IS RECOMMENDED TO USE AN INSTITUTIONAL SET OF RULES. SHOULD THE PARTIES WISH TO HAVE AD-HOD PROCEEDINGS, THEY MAY STILL WISH TO CONSIDER ADDING THE FOLLOWING CLAUSE REFERRING TO A SET OF RULES: The Mediation shall be conducted as *ad-hoc* proceedings, without involving any mediation centre. Notwithstanding the foregoing, the Parties wish the mediation to be conducted in accordance with the Mediation Rules of [INSERT NAME OF INSTITUTION] to the extent that they can be construed and applied such that no involvement by any third party or administering secretariat shall be required.]

No other amendments are made to the Mediation Rules.

(If no amendments are agreed, please leave in "None" above)

SCHEDULE 3

ATTENDANCE AND CONFIDENTIALITY AGREEMENT

Note: This Schedule is to be signed at the first joint session by all those in attendance, including the Parties' representatives, their lawyers, experts, and any additional advisors to the Parties, as well as any persons subsequently attending the Mediation.

In consideration of my being permitted to attend the Mediation taking place under the provisions of the Mediation Agreement of which this Schedule 3 is part, I hereby agree to be personally bound by the provisions regarding Confidentiality, Without Prejudice and Privilege set forth in Article 3 of the Mediation Agreement, as well as the Mediation Rules, and to abide by the terms of the Mediation Agreement entered into by the Parties and the Mediator, a copy of which has been shown to me.

Name	Date and Signature
Jeremy LACK (Mediator)	Date: Signature:
Mr. aaa	Date: Signature:
Mr. bbb	Date: Signature:
Me AAA	Date: Signature:
Me BBB	Date: Signature:
Mr. ccc	Date: Signature:
Mr. ddd	Date: Signature:
	Date: Signature:

Date:.....

[Note: The Mediator, or any Party, may request that this Schedule be re-signed at any and all subsequent joint meetings, or whenever new participants attend any Mediation session]

Schedule 4

The Mediator's upfront retainer, fees and expenses (including payment terms) referred to in Clause 4.1 are to be paid equally by the Parties by wire transfer to the bank account indicated as follows:

Account Holder: Jeremy LACK
Account No.: [DETAILS TO BE PROVIDED]
IBAN: [DETAILS TO BE PROVIDED]
BIC: UBSWCHZH80A
Bank: UBS SA, CH-1211 Geneva 2
Ref: "MED-XXX-YYY: [PLEASE INSERT NAME OF PARTY]"

The Parties shall be jointly and severally responsible for sharing and paying all of the Mediator's fees and expenses, and all costs in accordance with the Mediation Rules. They shall pay their respective share of all fees and costs of the Mediation directly to the Mediator or to the service provider having invoiced such fees or costs.

Mediator's Hourly Rate: Five Hundred Swiss Francs per hour (CHF 500/hour), not including VAT (if applicable). Travel time shall be invoiced at 50% of the Mediator's Hourly Rate.

Upfront Retainer: The Parties shall each pay an upfront retainer of Three Thousand Five Hundred Swiss Francs (CHF 3'500) to be received by the Mediator by wire transfer prior to , 20 , which may be used by the Mediator as an advance on his fees and to cover his expenses for this Mediation.

Chambers' Fees and Additional Administrative Fees: If any institutional fees are to be added or deducted from the Mediator's fees, he may increase his invoiced fees in accordance with such additional institution's fees ("Institutional Fees"). The Mediator shall also be entitled to add an additional three percent (3%) to his hourly invoiced fees to cover his own office, phone and secretarial expenses (the "Additional Administrative Fees"). These Additional Administrative Fees shall not be included when calculating the Institutional Fees or vice versa.

If an apportionment of fees or costs other than an amount equal to the total divided by the number of Parties has been agreed, that apportionment is:

[NOT APPLICABLE]

(Note: If no different apportionment is agreed, please leave in "Not applicable" above)