

MEDIATION AGREEMENT with Empathy.nLaw®

Undersigned Mr. M. Boelrijk LL.D., MA, ADR Full Certified Court Mediator and Parties:

A.for the purposes hereof duly represented by Mr./Ms.

Born: date and place:

Passport number:

Residence:

B.for the purposes hereof duly represented by Mr./Ms.

Born: date and place:

Passport number:

Residence:

Hereby Agree to:

1. Outline of the issue: Resolution of the partnership

2. Mediation

2.1 The Parties and the Mediator shall exert their best efforts to settle the Issue between the Parties, outlined in article 2, by means of Mediation in accordance with the Mediation Rules of the ADR-register (hereinafter referred to as: "the Rules") as these read at the date of the present Agreement. The Rules constitute an integral part of the present Agreement.

2.2 The Parties herewith grant, and the Mediator herewith accepts, the instruction to guide the communication and negotiation processes as referred to in the Rules.

2.3 The Mediator shall be responsible for guiding the process. The Parties themselves shall be responsible for the content of the resolution of their Issue.

2.4 The Parties and the Mediator bind themselves towards each other to everything to which they are held under the Rules.

2.5 As from the moment the mediation shall commence the provisions of the Rules shall apply in full.

2.6 In addition to the provisions set forth in the Rules, the Parties bind themselves towards the Mediator and towards each other to refrain from any acts or conduct that would aggravate or obstruct the Mediation to a serious degree.

3. Voluntary Participation of the mediation

Participation in Mediation is voluntary. Each Party, as well as the Mediator, may put an end to the Mediation at any time. Termination shall take place only by means of a letter addressed to the Mediator and the other Party or Parties. Comment upon aforesaid letter may be made during a joint (closing) meeting with the Mediator. Termination of the Mediation shall not effect the confidentiality and payment obligations of the Parties.

4. Confidentiality

4.1 The Mediator and the Parties oblige themselves without reservation to the confidentiality requirements defined in articles 7 and 10 of the Rules.

4.2 In combination with the Rules, the present Agreement shall be an evidentiary agreement as referred to in the law, see 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 thereby intend to deviate in certain ways from the applicable law of evidence.

5 Representation

5.1 Natural persons shall be present at the meetings in person. Legal identities shall be represented in accordance with the provisions set forth in paragraph 5.2. The person who signs the present Agreement shall be present at the meetings.

5.2 Each Party guarantees that its representative is duly authorized on behalf of that Party to perform all legal acts necessary in the context of the Mediation, including concluding an agreement as referred to in article 8.1, and that the representative will observe the confidentiality requirements referred to in the Rules. The Mediator can ask to show a written letter of authorization.

6. Third Party

6.1 The Mediator can allow himself to be assisted by secretarial support during the course of the Mediation procedure.

6.2 With the permission of the Parties the Mediator can allow others to be present or involved in the Mediation Process including the Help person as set out in the Rules.

7. Fee and Costs

7.1 The fee of the Mediator is €.....,00per hour plus VAT legally due. The hourly rate shall cover the following activities of the Mediator: meeting-hours; drafting a settlement and

7.2 The Parties are obliged irrespective of the result of the Mediation to pay all the Mediator's fees, costs and other expenses which he has incurred. The Parties are obliged to pay all the direct and indirect costs associated with the Mediation process. These include rent of meeting accommodation; costs for telephone, fax, postage, message deliverance and travel expenses as well as the costs and fees of any third parties involved or participating in the Mediation process by the Mediator.

7.3 The fees and costs set out in this article shall be borne by Parties in the proportions 50% each or Party A: ... % and Party B: ...%

7.4 The Parties shall each bear their own costs.

8. Agreement concluding the Mediation and interim Agreements

8.1 Any resolution of the Issue reached amicably shall be set forth in a written agreement to that effect signed by the Parties.

8.2 Any agreements made by the Parties during the course of the Mediation shall bind them only to the extent such agreements have been set forth in writing between them and signed by them, and if they contain the express provision that the agreement shall continue to exist even if the Mediation does not lead to any further consensus.

9. Disputes

9.1 In case any disputes result from any agreement entered into in accordance with article 9, then the Parties shall in the first instance try resolve this through Mediation in conformity with the Rules.

9.2 In case it is not possible to resolve such dispute then it will be brought before a judge in the relevant court in the primary jurisdiction where the Mediation has taken place.

10. Relevant law

Dutch law is exclusively applicable to this Mediation Agreement. In respect to financial aspects with the Mediator Parties agree on the [General conditions](#) of Empathy.nLaw.

Thus agreed and drawn up and signed in 5 fold in on month:... Day:... Year:20...
Mr. M. Boelrijk, LL.D., MA, ADR Full Certified Court Mediator

Party A.

Party B.

Representative A. Mr./Ms.

Representative B. Mr./Ms.