

Confidential Agreement to Mediate

In the Matter of the Mediation Between

and

Terms and Conditions

BARBADOS

This Agreement to Mediate (hereafter referred to as the "Agreement") is entered into as of

thisday, of, 2009 by and among

Ms. Mr. Mrs. whose address is

.....

and

Ms. Mr. Mrs. whose address is

.....

The above named parties are sometimes referred to collectively as the "Parties" and individually as a "Party", and

Ms. Mr. Mrs. whose address is

.....

and

Ms. Mr. Mrs. whose address is

.....

hereinafter referred to as the "mediators".

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Confidential Mediation Agreement

A Dispute has arisen between the above named Parties regarding:

.....
.....
.....
.....
.....
.....
..... (The Dispute)

The above named Parties wish to attempt to expeditiously resolve the Dispute if possible, by mediation and have determined to set forth their agreement regarding the mediation process in the Agreement.

In consideration of the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

1. PRINCIPLE OF MEDIATION

The parties understand the need to enter the process with mutual respect for one another and therefore undertake to participate in it, in harmony and in good faith, adhering to that principle.

2. AUTHORITY TO SETTLE

It is agreed that in order to have an effective mediation the parties and their counsel, if any, have the authority to settle this dispute at the mediation session.

3. PROCESS

The Parties hereby agree to private and confidential mediation of the Dispute conducted in accordance with this Agreement. By signing this Agreement, the Parties have only determined to initiate mediation, and have not committed to compromise the Dispute. Although the selected mediator(s) and the Parties will be designing a structure for the mediation session(s), the Parties have set forth in this Agreement the formal terms upon which they have agreed to mediation and such terms as are necessary, among other things, to provide for confidentiality and protection of the mediation communications.

Confidential Mediation Agreement

It is agreed that in order to resolve the outstanding issues between the parties in this dispute, there will be an effort to determine points of agreement and disagreement and to explore alternative solutions to consider compromises or accommodations.

4. MEDIATOR

The mediation shall be conducted before
and co-mediated with _____ (hereinafter collectively
referred to as "the Mediators")

It is agreed that the mediators are independent parties and do not represent any party to this mediation. The Mediators will be neutral and impartial. The Mediators have reviewed and approved this Agreement, and have agreed to serve as Mediators in accordance with the terms hereof. Neither party nor the Mediators know of any circumstances that would cause reasonable doubt regarding the impartiality or neutrality of the Mediators.

The parties acknowledge that the Mediators offer neither legal advice nor legal counsel and that the Mediators' service will not create an attorney-client or counselor-client relationship.

Except as to willful or wanton misconduct, the Mediators will not be liable for any act or omission in connection with this mediation.

5. MEDIATOR(S)' FEES

The Mediator(s)' will be compensated at \$..... for a three (3) hour session for the time spent preparing for and serving in this mediation, and for any necessary expenses (such as, room rentals, office expenditures etc) incurred for this Mediation. If the mediation exceeds the initial three (3) hours, then the mediator(s) shall be compensated at \$..... per hour in addition to the aforementioned fixed fee. All such compensation and other joint costs of holding the mediation sessions will be shared equally by the Parties.

6. CONFIDENTIAL DISCLOSURE

It is agreed by all of the parties that the mediators may disclose to any party and/or his or her counsel, if any, any information provided by the other party which the mediator believes to be relevant to the issues being mediated, unless a party or his or her

Confidential Mediation Agreement

counsel, if any, has specifically requested the mediator to keep certain information confidential.

This agreement and the mediation process held hereunder are strictly privileged and confidential. The Parties and the Mediators will not disclose to any third parties whomsoever who is not a party to the mediation anything communicated, or any information, document or material submitted to the mediator, confidential and privileged information regarding the mediation, except:

- (i) For research or education purposes, but solely on an anonymous basis, and
- (ii) where the information suggest that there will be actual or potential threat to human safety or life, or the commission of a crime in the future.

7. EFFECTING A SETTLEMENT

It is agreed that where a settlement is reached in the dispute, the parties and their counsel, if any, will carry out the terms of the settlement as soon as is reasonably possible.

8. INADMISSIBILITY

It is agreed that the mediation sessions are settlement negotiations and are inadmissible in any future litigation to the extent allowed by law. The notes, records and recollections of the mediator will be confidential and protected from disclosure for all purposes. The parties will not be able to summon or subpoena or otherwise require the mediators to testify or produce notes, records and recollections in any further proceedings. No transcripts will be kept at the mediation sessions.

9. SUSEQUENT PROCEEDINGS

It is agreed that the parties will not rely on or introduce as evidence at subsequent arbitral or judicial proceedings:

- (a) any views expressed, or suggestion made by a party in respect of the possible settlement of the dispute;
- (b) any admission made by the other party in the course of the mediation; and
- (c) the fact that the other party has indicated a willingness to accept a proposal or recommendation for settlement made during the mediation.

Confidential Mediation Agreement

10. COUNSEL

Each of the parties is welcome, if any so desire to have counsel attend the mediation session with them, and counsel shall also be bound to the terms of confidentiality as set forth herewith.

DATED at

IN WITNESS WHEREOF, the Parties have executed this Confidential Agreement to Mediate as of the date first set forth above

PARTY A

PARTY B

BY.....

BY.....

Date:

Date:

.....
Mediator

.....
Mediator

Date

Date

Confidential Mediation Agreement