

3Chairs



Mediation
Group

VIRTUAL MEDIATION AGREEMENT

I. Participants and Procedure.

The parties, and if they want, their representatives too, are invited to attend a mediation session. This mediation session will take place by videoconference. No one else may attend or appear by video or phone without the permission of the parties, and the consent of the mediator. All participants shall confirm they are alone in the room and cannot be overheard by anyone else. No participant shall video record or audio record any part of the mediation session. All participants agree that they will only use a secure Wi-Fi or Ethernet connection throughout the mediation session.

The parties agree that the mediator is not acting as an attorney or supplying legal advice on behalf of any party.

During the mediation session, the parties, their counsel, and their representatives may meet as a group with the mediator. The mediator may likewise meet separately with the parties, their counsel and representatives. If a party informs the mediator that information is being conveyed to the mediator in confidence, the mediator will not disclose the information. If, for any reason, a participant hears a communication not intended for him or her, that participant must at once tell the mediator.

If a party wishes to terminate its participation in the mediation session for any reason, it may do so by giving notice to the mediator and the other parties. The parties are forever bound by the confidentiality provisions of this agreement. The parties are also bound by their agreement to pay for the services rendered up to the point the party withdraws.

II. Disclosure.

The mediator, each party, and all counsel confirm they have disclosed any past or present relationship or other information a reasonable person would believe could influence the mediator's impartiality and that no conflict of interest or appearance of a conflict of interest exists.

In addition, the mediator practices in association with 3Chairs Mediation Group, Inc. From time to time, 3Chairs Mediation Group, Inc. may enter arrangements with corporations (including insurance companies), government entities, and other organizations to make available dispute resolution professionals in a particular locale, for a specific type of matter or training, or for a particular period of time. Also, because of the nature 3Chairs Mediation Group, Inc. and its practice, the parties

should assume that one or more of the other neutrals who practice with 3Chairs Mediation Group, Inc. may have participated in an arbitration, mediation or other dispute resolution proceeding with the parties, counsel or insurers in this case and may do so in the future. Furthermore, the parties should be aware that each 3Chairs Mediation Group, Inc. neutral, including the neutral in this case, has an economic interest in the overall financial success of 3Chairs Mediation Group, Inc. The mediator is not aware of any aspect of these relationships that would create a conflict or interfere with his/her acting as a mediator in this matter. The parties acknowledge that these factors do not constitute a conflict of interest or the appearance of a conflict of interest.

III. Confidentiality.

In order to promote communication among the parties, counsel and the mediator and to facilitate settlement of the dispute, each of the undersigned agrees that the entire mediation process, including all discussions during the videoconference and in any medium, is confidential. All statements made during the course of the mediation are privileged settlement discussions. They are made without prejudice to any party's legal position. Furthermore, they are inadmissible for any purpose in any legal proceeding. Offers, promises, conduct and statements: (i) will not be disclosed to third parties except persons associated with the participants in the process, and (ii) are privileged and inadmissible for any purposes, including impeachment, under Rule 408 of the Federal Rules of Evidence and any applicable federal or state statute, rule or common law.

IV. Disqualification of Mediator and Exclusion of Liability.

Each party agrees to make no attempt to compel the mediator's or any 3Chairs Mediation Group, Inc. employee's testimony. Each party agrees to make no attempt to compel the mediator or any 3Chairs Mediation Group, Inc. employee to produce any document provided or created by 3Chairs Mediation Group, Inc. or the mediator or provided by the other party to the mediator or to 3Chairs Mediation Group, Inc., including any information regarding the video-conference. The parties agree to defend the mediator and 3Chairs Mediation Group, Inc. from any subpoenas from outside parties arising out of this Mediation Agreement or mediation. Should 3Chairs Mediation Group, Inc. or the mediator have to respond to a subpoena from any party involved in this mediation, that party will be billed for time and expenses incurred in connection with such response. The parties agree that neither the mediator nor 3Chairs Mediation Group, Inc. is a necessary party in any arbitral or judicial proceeding relating to the mediation or to the subject matter of the mediation. Neither 3Chairs Mediation Group, Inc. nor its employees or agents, including the mediator, shall be liable to any party for any act or omission in connection with any mediation conducted under this Agreement.

V. Records.

Any documents provided to the mediator, including those provided on the video-conference, by the parties or counsel will be destroyed by 3Chairs Mediation Group, Inc. 30 days after the conclusion of the mediation, unless 3Chairs Mediation Group, Inc. is otherwise instructed by the parties.

BY: _____

BY: _____

FOR: _____

FOR _____

DATED: _____

DATED _____