

## MEDIATION AGREEMENT

**BETWEEN:**

□

PARTY OF THE FIRST PART

**AND:**

□

PARTY OF THE SECOND PART

**AND:**

□

PARTY OF THE THIRD PART

**AND:**

□

PARTY OF THE FOURTH PART

(Each of these parties being hereinafter referred to as a “Party” and said Parties, together, being hereinafter referred to as the “Parties”)

**AND:**

□

(Hereinafter referred to as the “Mediator”)

### ARTICLE 1 - PREAMBLE

1.1 WHEREAS there are currently one or more disagreements between the Parties involving, in general, the following matters:

1.1.1 □;

1.1.2 □.

1.2 WHEREAS the Parties want to attempt to resolve their disagreements with the assistance and the support of the Mediator.

1.3 WHEREAS this preamble forms an integral part of this Mediation Agreement and may be used to interpret it.

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**ARTICLE 2 - MEDIATION**

2.1 The Parties hereby agree to cooperate among themselves and with the Mediator in order to carry out a mediation process for the purpose of attempting to resolve all or part of their disagreements.

**ARTICLE 3 - APPOINTMENT OF THE MEDIATOR**

3.1 The Parties hereby appoint the Mediator as a neutral and independent third party to assist them in their efforts to resolve their disagreements through negotiations between them in the presence and with the assistance of the Mediator.

3.2 Subject to the terms and conditions set forth herein, the Mediator hereby accepts said appointment and agrees to help the Parties to engage in dialogue, clarify their views, define the issues in dispute, identify their needs and interests, explore various avenues for resolving the disagreements, consider various possibilities, options and potential arrangements and reach, if possible, a mutually satisfactory agreement.

3.3 Within the scope of his duties as mediator, the Mediator agrees and undertakes to act at all times in an impartial manner as regards the parties.

3.4 In accordance with the third paragraph of article 605 of the Code of Civil Procedure, the Mediator declare that, to his knowledge, he has no conflict of interest and there is no situation that may be seen to create a conflict of interest or that may cast doubt on the Mediator's impartiality.

**ARTICLE 4 - TERM**

4.1 This Mediation Agreement shall come into effect on the date it is signed and, thereafter, shall remain in effect until the disagreements have all been resolved to the satisfaction of the Parties or until it has been terminated in accordance with section 12.1 hereinbelow.