

RESULT ACB MEDIATION RULES

October 2010

SECTION ONE - GENERAL

Article 1 - Definitions

In these Rules the following terms shall have the meaning below.

- (a) ADR: Alternative Dispute Resolution.
- (b) Mediation: the dispute resolution process in the broadest sense pursuant to these Rules.
- (c) Result ACB: Result ADR B.V., doing business as Result ACB.
- (d) Dispute: the dispute that the parties wish to resolve without involving court proceedings.
- (e) Referral Agreement: the agreement between the parties to resolve one or more present or future disputes by means of mediation.
- (f) Mediation Agreement: the written agreement between the parties and the mediator, in which the parties instruct the mediator to act as mediator with respect to the handling of a dispute and the mediator accepts this instruction.
- (g) Mediator: the person who leads the mediation.

Article 2 - Applicability

1. These Rules shall apply in the event of a dispute which
 - (a) the parties have agreed to submit to dispute resolution pursuant to these Rules, or
 - (b) is the subject of a request pursuant to Article 3;and in respect to which Result ACB has accepted their applicability, either expressly or by the fact that a mediator appointed by Result ACB enters into a mediation agreement with the parties in which these Rules have been stated to apply.
2. The Rules shall be applied in the form existing at the time mediation agreement is entered into or, in as far as relevant (with respect to the provisions regarding the application and the handling thereof) at the time of the request, or so much later as Result ACB has accepted same.

SECTION TWO - REQUEST FOR MEDIATION

Article 3 - Request for mediation

1. Parties to a dispute can submit a request for mediation with Result ACB.
2. The requesting parties will provide, preferably using the request form available from Result ACB:
 - (a) the names, addresses, telephone numbers and email addresses of the parties to the dispute;
 - (b) a brief description of the dispute.
3. A request form signed by all parties will qualify as a Referral Agreement.

SECTION THREE - MEDIATOR

Article 4 - Appointment of mediator

Result ACB will propose a mediator, unless the parties indicate their wish to receive a list of three mediators. In the latter case Result ACB will provide each of the parties with an identical list of names and short profiles of one or more mediators who, given the description of the dispute, are suitable for appointment. Each party may strike out from the list the names of those against whom that party has major objections and number the remaining names in order of preference. Result ACB will subsequently appoint a mediator, taking into account the preference of the parties.

Article 5 - Appointment specific mediator

The parties may request the appointment of a specific person as mediator. Result ACB will take into account the request of the parties.

Article 6 - Code of Conduct

The Mediator shall be bound by the code of conduct that applies to him.

SECTION FOUR - MEDIATION

Article 7 - Mediation Agreement

The mediation commences upon the signing of the Mediation Agreement by the parties and the mediator appointed by Result ACB. The mediator shall send a copy of the Mediation Agreement to Result ACB.

Article 8 - General Procedure

1. The mediator shall, in consultation with the parties, determine the manner in which the Mediation shall be conducted.
2. Unless otherwise agreed in writing, the parties cannot be bound by positions they have adopted or proposals they have made during mediation, nor to any statements they have made to the mediator or to another party.
3. The Mediator may obtain information separately from any party through discussions, correspondence or otherwise.
4. Result ACB shall see to it that the mediation progresses expeditiously. To this end, the mediator shall inform Result ACB on how the mediation is proceeding.

Article 9 - Representation, assistants

1. Each party must be represented in the mediation by at least one person who has the authority to settle the dispute.
2. Parties may be assisted by their advisors. Subject to the consent of the parties, the mediator may involve other persons in the mediation.
3. Persons other than the mediator and the parties themselves shall only be involved in the mediation by the mediator and the parties if they have committed in advance to maintaining confidentiality pursuant to Article 12.

Article 10 - Replacement of mediator

1. During the Mediation the parties may terminate the instruction of the mediator by means of a joint written notification to Result ACB. Result ACB shall inform the mediator of such notification forthwith.
2. All costs of the mediation incurred up to the point when the mediator has received written notification of termination of his instruction shall be fully due to the parties.
3. Appointment of a different mediator may be effected in accordance with Article 4 hereof.

Article 11 - Non-ADR Proceedings

If a party has instituted judicial or other proceedings in relation to the Dispute described in the Mediation Agreement, or parts thereof, or does so during mediation, that party shall be obliged to advise the mediator and the other party (or parties) of the fact, either at the start of Mediation or immediately after the initiation of any such proceedings.

Article 12 - Confidentiality

1. The Mediator shall treat any information provided to him by any of the parties, in correspondence, discussions or otherwise, as confidential, unless agreed otherwise.
2. All persons involved in the mediation are under the obligation to keep confidential any and all information supplied and/or recorded in any form during or in connection with the mediation, including the positions adopted or proposals made therein by the parties and the progress of the mediation, all the foregoing to be taken in the broadest sense of the word, unless agreed otherwise.
3. The duty of confidentiality shall also specifically apply vis-à-vis judges, arbitrators or other adjudicators.
4. By entering into the Mediation Agreement the parties waive the right to use as evidence against one another, in legal proceedings or otherwise, anything that was disclosed during the mediation, and/or to take testimony from (or cause testimony to be taken from), as a witness or otherwise, the mediator, RESULT ACB, employees

of RESULT ACB or persons otherwise related to RESULT ACB, or any other persons concerning information provided and/or recorded or positions taken or proposals made in any form during or in connection with the mediation, all the preceding to be taken in the broadest sense of the word. The Mediation Agreement constitutes an agreement with regard to the inadmissibility of evidence with similar content and object.

5. The provisions of this article shall remain in force after the mediation has been concluded.

Article 13 - Conclusion of Mediation

1. Mediation shall conclude:
 - (a) by the parties signing a settlement agreement;
 - (b) by a written notification by the mediator that he withdraws from his instruction or otherwise terminates the mediation;
 - (c) by a written declaration by one party to the other party (or parties) and to the mediator that it terminates the mediation;
 - (d) by a written notification by Result ADR to that effect based on the fact that the costs referred to in Section Five of these Rules have not been paid; which notification shall only be effective if at least 21 days have lapsed after a written reminder to pay those costs without payment having been effected.
2. The Mediator shall inform Result ACB without delay if any of the events specified in paragraph 1 under (a), (b) or (c) occurs.

SECTION FIVE - COSTS

Article 14 - Costs

1. Each party shall bear its own costs. All other costs shall be borne in equal shares by all the parties, unless the parties have agreed to a different division in the Mediation Agreement or another agreement between the parties and Result ACB.

Article 15 - Advance payments

Following the appointment of the mediator, Result ACB may require the parties to make an advance payment. The amount so paid will be applied in reduction of the final invoice.

SECTION SIX - FINAL PROVISIONS

Article 16 - Unforeseen cases

In cases for which these Rules do not make any specific provision, the spirit of these Rules shall be followed.

Article 17 - Exclusion of liability

Neither Result ACB, nor current or former board members of Result ACB, persons employed by or having another relationship to Result ACB, nor mediators or their assistants shall be liable for any acts or omissions in relation to any Dispute to which these Rules apply.

Article 18 - Applicable law

These Rules shall be governed by Dutch law. Any dispute that may arise in respect to these Rules shall be settled in accordance with these Result ACB Mediation Rules.

Article 19 - Changes to the Rules

The Board of Directors of RESULT ACB may amend these Rules at any time.