



MEDIATION AGREEMENT

The undersigned:

mediator (partner of ACB);

and the parties:

A: 1.

2.

If applicable: Party A is represented by:

1.

2.

and:

B: 1.

2.

If applicable: Party B is represented by:

1.

2.

In the event that one of the two parties or both parties are represented during the mediation, these parties are responsible for ensuring that their representative(s) are legally authorised to perform legal acts which are required in the context of the mediation, including the conclusion of a settlement agreement as provided in article 9.1, and for ensuring that the representative(s) shall comply with the non-disclosure provision as indicated in article 4.

Upon the request of the mediator, a written proxy must be shown that constitutes proof of the aforementioned authority of the representative(s).

And if applicable, their advisors:

on behalf of Party A:

1.

2.

on behalf of Party B:

1.

2.

Agree as follows:

1. Mediation

The parties and the mediator agree to make every effort to solve the dispute as described in article 2 between the aforementioned parties by mediation, in accordance with the Mediation rules of ACB (hereinafter referred to as: the Rules), as they stand on the date of this agreement. These Rules are attached to this agreement as an Appendix and are inseparably part of this agreement.
The Parties and the mediator agree mutually to all aspects as provided by the Rules.
The mediator shall be the mediator as mentioned in the preamble who is taken from ACB' list of mediators.

2. Overall description of the dispute

3. Voluntary

The mediation occurs on a voluntary basis. Each of the parties and the mediator are free to end the mediation at any time.

4. Non-disclosure

4.1. Insofar as this agreement, together with the Rules, bind the parties to non-disclosure, it also serves as an agreement of proof in the sense of the Law (art. 7: 900 paragraph 3 of the Netherlands Civil Code juncto. art. 153Rv).

4.2. The mediator ensures that all third parties as provided in article 6, who he involves in the mediation or informs, are held to non-disclosure as described in the Rules.

5. Special obligations of the parties

In addition to the provisions of the Rules, the parties agree to refrain from actions or behaviour, against the mediator or each other, that may seriously jeopardize or hamper the mediation, and that they are willing to listen to each other's arguments and seek compromises.

6. Third parties (if applicable)

The mediator may seek secretarial assistance for the mediation from a person to be appointed by him. With the permission of the parties, the mediator may allow or involve others with the mediation, including advisers as provided in the Rules.

7. Costs of the mediation

7.1. The costs of the mediation are determined in the quotation which was signed for approval on

7.2. Irrespective of the progress and outcome of the mediation, the parties are held to pay the mediator's fee and compensate all expenses incurred by the mediator or the administration of ACB in Haren or Amsterdam, in accordance with the quotation. In addition, all other direct and indirect costs with regard to the mediation, such as the renting of space, travel expenses, fees and costs as provided by article 6, of third parties involved in the mediation, are to be paid by the parties, excluding VAT.

7.3. Fees and expenses provided in article 7.2 shall be carried by the parties as follows:

Party A: _____ %
Party B: _____ %

Special arrangements for fees and expenses, if applicable:

7.4. Each party shall pay for their own expenses.

8. Settlement agreement, interim agreements

8.1. An amicable solution that results from the mediation for the dispute between the parties shall be formalised in a dedicated, written settlement agreement.

8.2. Agreements made between the parties during the progress of the mediation, shall be binding for them insofar as these agreements are made in writing. Moreover, the parties may define in such an agreement that the agreements in question are not binding if and as soon as the mediation is terminated without a settlement agreement as provided in the preceding paragraph.

9. Disputes

9.1 In the event of disputes, resulting from any agreements as provided by article 8 or agreements derived thereof, the parties shall first try to solve these disputes by means of mediation in accordance with the Rules, as indicated on the start date of that mediation.

9.2 If it is not possible to solve the dispute as provided by article 9.1 by means of mediation, the dispute shall be decided upon by:

A. arbitration in accordance with the relevant and applicable rules of

(name and location of the arbitration institution) as mentioned on the date of the requests for arbitration by the party taking the initiative.

B. the competent court in

10. **Governing law**

This agreement is governed exclusively by Dutch law.

Agreed and signed in copies

in

on

The mediator

The assistant

Party A

Party B

Representative for Party A

Representative for Party B

Advisor for Party A

Advisor for Party B
