RULES FOR MEDIATION

1. **Definition of Mediation**. Mediation is a process under which an impartial person, the Mediator, facilitates communication between the parties to promote reconciliation, settlement or understanding among them. The Mediator may suggest ways of resolving the dispute, but may not impose his own judgment on the issues for that of the parties.

2. **Agreement of Parties**. Whenever the parties have agreed to mediation they shall be deemed to have made these rules, as amended and in effect as of the date of the submission of the dispute, a part of their agreement to mediate.

3. **Consent to Mediator.** The parties consent to the appointment of the individual named as Mediator in their case. The Mediator shall act as an advocate for resolution and shall use his best efforts to assist the parties in reaching a mutually acceptable settlement.

4. **Conditions Precedent to Serving As Mediator**. The Mediator will only serve in cases in which the parties are represented by attorneys. The Mediator shall not serve as a mediator in any dispute in which has any financial or personal interest in the result of the mediation. Prior to accepting an appointment, the Mediator shall disclose any circumstance likely to create a presumption of bias or prevent a prompt meeting the parties. In the event that the parties disagree as to whether the Mediator shall serve, the Mediator shall not serve.

5. **Authority of Mediator**. The Mediator does not have any authority to decide any issue for the parties, but will attempt to facilitate the voluntary resolution of the dispute by the parties. The Mediator is authorized to conduct joint and separate meetings with the parties and to offer suggestions to assist the parties achieve settlement. If necessary, the Mediator may also obtain expert advice concerning technical aspects of the dispute, provided that the parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the Mediator or the parties, as the Mediator shall determine.

6. **Commitment to Participate in Good Faith**. While no one is asked to commit to settle their case in advance, all parties are asked to participate in the proceedings in good faith with the intention to settle, if at all possible.

7. **Parties Responsible for Negotiating Their Own Settlement**. The parties understand that the Mediator will not and cannot impose a settlement in their case, and agree that they are responsible for negotiating a settlement acceptable to them. The Mediator, as an advocate for settlement, will use every effort to facilitate the negotiations of the parties. The Mediator does not warrant or represent that settlement will result from the mediation process.

8. **Authority of Representatives**. PARTIES REPRESENTATIVES MUST HAVE AUTHORITY TO SETTLE AND ALL PERSONS NECESSARY TO THE DECISION TO SETTLE SHALL BE PRESENT. The names and addresses of such persons shall be communicated in writing to all parties and to the Mediator.

9. **Time and Place of Mediation**. The Mediator shall fix the time of each mediation session. The mediation shall be held at the office of the Mediator, or at any other convenient location agreeable to the Mediator and the parties as the Mediator shall determine.

10. **Identification of Matters in Dispute**. Prior to the first scheduled mediation session, each party shall provide the Mediator with the Agreement to Mediate and a Summary of Issues as set forth in the Instructions for Mediation, setting forth its position with regard to the issues that need to be resolved. At or before the first session, the parties will be expected to produce all information reasonably

required for the Mediator to understand the issues presented. The Mediator may require any party to supplement such information.

11. **Privacy**. **Mediation sessions are private**. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with consent of the Mediator.

12. Confidentiality. Confidential information disclosed to a Mediator by the parties or by witnesses in the course of the mediation shall not divulged by the Mediator. All records, reports or other documents received by the Mediator while serving in that capacity shall be confidential. The Mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum. Any party that violates this agreement shall pay all fees and expenses of the Mediator and other parties, including reasonable attorneys' fees incurred in opposing the efforts to compel testimony or records from the Mediator.

The parties shall maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitral, judicial or other proceeding; a) views expressed or suggestions made by another party with respect to a possible settlement of the dispute; b) admissions made by another party in the course of the mediation proceedings; c) proposals made or views expressed by the Mediator; or d) the fact that another party had or had not indicated willingness to accept a proposal for settlement made by the Mediator.

13. **No Stenographic Record**. There shall be no stenographic record of the mediation process and no person shall take record any portion of the mediation session.

14. **No Service of Process at or near the site of Mediation Session**. No subpoenas, summons, complaints, citation, writs or other process may be served upon any person at or near the site of any mediation session upon any person entering, attending or leaving the session.

15. **Termination of Mediation**. The mediation shall be terminated: a) by the execution of a settlement agreement by the parties; b) by declaration of the Mediator to the effect that further efforts at mediation are no longer worthwhile; c) after the completion of one full mediation session, by a written declaration of a party or parties to the effect that the mediation proceedings are terminated.

16. Exclusion of Liability. The Mediator is not a necessary or proper party in judicial proceedings relating to the mediation.

Neither Mediator nor any law firm employing Mediator shall be liable to any party for any act omission in connection with any mediation conducted under these rules.

17. **Interpretation and Application of Rules**. The Mediator shall interpret and apply these rules.

18. **Fees and Expenses**. The Mediator's daily fee shall be agreed upon prior to mediation and shall be paid in advance of each mediation day. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including fees and expenses of the Mediator, and the expense of any witness and the cost of any proofs or expert advice produced at the direct request of Mediator, shall be borne equally by the parties unless they agree otherwise.