

Catalyst Mediation

TERMS OF AGREEMENT TO MEDIATE

1. Appointment and the mediation

- 1.1 The Parties shall, in good faith, try their hardest to achieve a resolution using mediation.
- 1.2 The Parties acknowledge the terms of Catalyst Mediation's Code of Practice ("the Code of Practice"), which is attached. The Mediators will comply with the Code of Practice.
- 1.3 The Parties and their representatives have authority to reach a resolution.
- 1.4 The Parties respective legal rights are reserved, should the mediation not result in a resolution between them. Any Party may withdraw from the mediation at any time.

2. Resolution

If an agreement is reached, a Settlement Agreement will, if required by the Parties, be prepared and signed by them or their representatives. The Parties shall then be legally bound to perform their obligations shown in the Settlement Agreement.

3. Confidentiality

- 3.1 The mediation, including all communications prior to and during the mediation, will be kept confidential. It will be conducted on the same privileged basis as without prejudice negotiations in an action in the courts or tribunals or similar proceedings.
- 3.2 The preceding paragraph shall not apply where:
 - the Parties agree to specific disclosure;
 - disclosure is necessary to implement and enforce the Settlement Agreement;
 - the Parties are, or any other person is, required by law to make disclosure;
 - the Mediators reasonably consider that there is serious risk of a breach of the money laundering regulations (Proceeds of Crime Act 2002)
 - the Mediators reasonably consider that there is serious risk of significant harm to the life or safety of any person if the Mediators do not make such disclosure;
 - the Mediators require assistance in confidence from any senior officer of Catalyst Mediation on any ethical or other serious question arising out of the mediation.
- 3.3 Unless otherwise admissible, all documents, submissions and statements made or produced for the purposes of the mediation, whether oral or written, shall be inadmissible as evidence in any court or tribunal or arbitration or other proceeding. Unless otherwise recoverable, all such documents, submissions and statements shall be treated as confidential in any procedure for recovery by way of Commission and Diligence or other similar proceedings.
- 3.4 No Party may have access to the Mediators' notes or call the Mediators as witness in any court or tribunal or arbitration or other proceeding relating to the subject of the mediation.

4. No liability for Catalyst Mediation or Mediators

Neither Catalyst Mediation nor the Mediators appointed by Catalyst Mediation shall be liable to the Parties for any act or omission in connection with the services provided by them.

5. Applicable Law

This agreement shall be governed by the laws of Scotland.