

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 and the Mediators will comply with this Code.
- 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

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 therein.

3. CONFIDENTIALITY

- 3.1 The proceedings are confidential both as between the parties and as between the parties and the mediator. As a result even if the parties agree that matters can be referred to outside the mediation, the mediator can enforce the confidentiality provision.
- 3.2 The preceding paragraph shall not apply where:
 - the Parties and the Mediator agree to specific disclosure;
 - disclosure is necessary to implement and enforce the Settlement Agreement;
 - where a Court of law holds that it is in the interests of justice for evidence to be given of confidential matters or that evidence should be heard in relation to an argument that an Agreement apparently concluded between the Parties should set aside on the grounds of fraud, misrepresentation or undue influence or on some other ground;
 - the Mediators reasonably consider that there is serious risk of a breach of the money laundering regulations (Proceeds of Crime Act 2002) or 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 and written submissions produced for the purposes of the mediation shall be inadmissible as evidence in any court or tribunal or arbitration or other proceeding. Unless otherwise recoverable, all such documents and submissions 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 proceeding relating to the subject of the mediation. Where a mediator is called by the Court, their costs shall be born equally between the Parties.

4. WITHOUT PREJUDICE PRIVILEGE

Negotiating positions or offers made during the mediation shall not be binding on the parties until written in a settlement agreement which both parties have signed. Nor shall such offers or positions be admissible in any subsequent court proceedings. This is a privilege which exists only for the parties, which they can waive.

5. FEEDBACK

The Parties will be asked to complete a confidential Feedback form to aid development of the mediators' skills and the mediation process itself.

6. NO LIABILITY FOR CATALYST MEDIATION OR MEDIATORS

Unless negligence is proven, 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

7. APPLICABLE LAW

This agreement shall be governed by the laws of Scotland.