

MEDIATION AGREEMENT

ANNEX B

THIS AGREEMENT TO MEDIATE is made between: -

(Party A and Party B Collectively "the Parties")

WHEREAS

IT IS AGREED as follows: -

1. Submission and Agreement to Abide by any Settlement

- 1.1 The Parties agree and consent to submit their dispute to iiM for mediation.
- 1.2 The Parties agree to abide by any settlement and to effect the terms thereof, reached through the mediation process.

2. Terms and process of mediation

- 2.1 The Parties agree to request for mediation services to be provided by iiM, to assist them in resolving the dispute between them.
- 2.2 The Parties agree to attempt, in good faith, to resolve their dispute(s) by mediation.
- 2.3 iiM and the Mediator(s) agree to provide mediation services to assist the Parties in resolving the dispute.
- 2.4 The Parties agree to abide by iiM's Mediation Procedure which governs the terms and process of the mediation, and agree to pay the iiM's Mediation fees and charges.
- 2.5 The Parties agree that the mediation process will involve the Parties, the representatives and/or advisors (if any) of the Parties and the Mediator(s).

3. Confidentiality

- 3.1 The Parties agree that mediation will be conducted in confidence and all communication will be on a without prejudice basis.
- 3.2 All persons involved in the mediation will keep private and confidential and not disclose or use any information of the case, including any personal data of the Parties in the dispute, for any ulterior, collateral or any purpose, except as directly necessary to implement and enforce any settlement agreement.
- 3.3 All documents (including anything stored electronically) or any other information produced for, or arising in relation to, the mediation will be privileged, and will not be admissible as evidence or discoverable in any proceedings connected with the dispute unless such documents would have in any event been admissible or discoverable.
- 3.4 The Parties will not call the Mediator(s) or iiM (or any employee, officer or representative) as a witness, consultant, arbitrator or expert in any proceedings in relation to the dispute.

4. Stay of proceedings

- 4.1 Unless the parties agree otherwise and subject to any written law, the mediation will not prevent the commencement of any law suit or arbitration nor will it act as a stay of proceedings.

5. Authorization of Representatives (if applicable)

5.1 Each of the Parties agrees to submit letter(s) of unconditional appointment and unfettered authorization of the representative(s) to represent that party in the mediation and settlement of disputes.

6. Waiver of Liability

6.1 In consideration of iiM and the Mediator(s) providing the mediation services sought by the Parties: -

- a The parties shall not make any claim whatsoever against the mediator(s) and its officers and employees for any matter in connection with or in relation to
 - the mediation; and/or
 - the services provided by the Mediator(s) and/or iiM; and/or
 - the dispute between the Parties
- b The Mediator(s) will not be liable to the parties for an act or omission arising from and/or about the mediation service provided by him, unless the act or omission is fraudulent or involves negligence or misconduct.
- c iiM will not be liable to the parties for an act or omission arising from and/or about the mediation services provided by the Mediator or in relation to the mediation.

DATE:

SIGNED BY:

WITNESS:

PARTY A

NAME:

NRIC NO:

DESIGNATION

SIGNED BY:

WITNESS:

PARTY B

NAME:

NRIC NO:

DESIGNATION

SIGNED BY:

MEDIATOR 1

MEDIATOR 2

IIM

International Institute of Mediators (Singapore) Limited ("iiM"); and

_____ of _____ ("Party A");

_____ of _____ ("Party B");

_____ of _____ ("the Mediator 1");

and

_____ of _____ ("the Mediator 2").

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