

RESOLUTION AGREEMENT

This agreement is entered into between:
(Each a Party, together the Parties)

(A)

(B)

1. **FACILATOR** ● The Parties confirm that the Mediator is an independent and impartial party to the mediation. ● The Parties understand that the Mediator will not provide legal advice and does not have the authority to make a legally binding decision. ● The Parties agree to supply the Mediator with all information to assist the Mediator in understanding the nature of the dispute and facilitating the mediation. ● The Parties have been advised of and agree to observe the Mediator’s procedures for the mediation session.

2. **FEES** ● The Parties or the instructing solicitors (if the Parties are legally represented) shall be responsible for paying the Mediator’s fees and expenses and, unless agreed otherwise between the Parties, such fees and expenses shall be borne equally by each Party. ● The Parties have been informed of and confirm their understanding of the fees, their payment and how and when incidental expenses may be incurred.

3. **CANCELLATION AND TERMINATION** ● The Parties are required to give the Mediator not less than 21 days’ notice in writing to cancel a mediation. Failure to provide the requisite notice shall result in the fees being payable in full by the cancelling party. ● Once a mediation is underway, either Party may terminate the session for any reason immediately by informing the Mediator of their intention to do so, in which case the Mediator’s fees shall be payable in full.

4. **CONFIDENTIALITY** ● Unless it is already publicly available all information disclosed prior to and during a mediation session, including information disclosed between a Party and the Mediator in a private session, is confidential and each Party undertakes that it shall not at any time disclose or make use of any such information unless required by law, court order or any governmental or regulatory authority and otherwise only with the written consent of the Party to whom the confidential information relates.

5. **LIABILITY AND PROCEEDINGS** ● Save for liabilities which cannot be limited or excluded by applicable law, the Mediator shall under no circumstance be liable to the Parties, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss (including indirect and consequential loss) arising under or in consequence of a mediation. ● Subject to any requirements of law or court order, neither Party shall seek to call or include the Mediator as a Party or witness to any subsequent legal action; neither will it seek to rely on information provided during the mediation session unless such information is otherwise admissible.

6. **GOVERNING LAW AND JURISTITION** ● This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. ● Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).