

## Terms of Agreement to Mediate ("the Terms")

### The Mediation

The Parties wish to resolve a dispute by mediation and will use their best efforts to reach a settlement.

The Parties have authority to reach a resolution to the dispute and to enter into an agreement.

The Parties legal rights are retained by them should the Mediation not result in an agreement.

The Parties are free to withdraw from the Mediation at any time.

### The Settlement

If an Agreement is reached a Settlement Agreement will be prepared if required by the Parties and this will be signed by them. The Settlement Agreement will then become a legally binding obligation on the Parties.

### Confidentiality

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.

The preceding paragraph shall not apply where:

- a) the Parties agree to specific disclosure;
- b) disclosure is necessary to implement and enforce the Settlement Agreement;
- c) the Parties are, or any other person is, required by law to make disclosure;
- d) the Mediators reasonably consider that there is serious risk of a breach of the money laundering regulations (Proceeds of Crime Act 2002)
- e) 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;
- f) the Mediators require assistance in confidence from a Partner of Eskhill & Co on any ethical or other serious question arising out of the Mediation.

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.

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.

### Liability

Neither Eskhill & Co, nor the Mediators, shall be liable to the Parties for any act or omission in connection with any services provided by them.

### Jurisdiction

The Agreement shall be governed by the laws of Scotland.