

IN THE MATTER OF MEDIATION BETWEEN:

MEDIATION AGREEMENT

1. The parties and their representatives agree to retain (*Scott or Emily*) of Densem ADR Solutions Inc. ("the Mediator") to conduct full day (up to 7 hours) mediation in the above-noted matter; and further agree that execution of this Mediation Agreement by counsel for the parties binds counsel, the parties, and every participant to the terms of the Mediation Agreement. The terms of the Mediation Agreement apply whether the mediation is conducted in-person, by videoconference, or by teleconference.

2. The cost of mediation services for the mediation will be the sum of (#) shares of fees, disbursements, and HST, apportioned equally to the (#) parties participating in mediation. One share of the cost of mediation services for the mediation is \$(#), plus disbursements, plus HST. If the mediation exceeds 7 hours on the scheduled date(s), and/or the Mediator provides mediation services at the request of the parties subsequent to the scheduled date(s), the time in excess of 7 hours, or the subsequent mediation services provided will be invoiced in addition to the above-described cost of mediation services at \$(#) per hour for each additional hour or part thereof.

3. Each party, and the party's representatives agree that they are jointly and severally responsible to pay one share of the cost of mediation services. An alternative arrangement for the payment of the cost of mediation services is acceptable if agreeable to the parties and the Mediator.

4. The parties agree that the Mediator will act as a neutral facilitator to assist them in negotiating a settlement of the matter. The parties and their representatives acknowledge that the Mediator has not been engaged to provide legal advice, nor will any of his mediation services be construed as such.

5. The parties or their representatives attending the mediation will have authority to settle this dispute at the mediation or will make reasonable efforts to obtain such authority during the mediation.

6. The mediation is to be conducted on a without prejudice basis. Any discussions, negotiations, admissions, and offers to settle during the mediation are inadmissible in any pending or future court action.

7. Any information disclosed to the Mediator during the mediation by the parties or their representatives may be provided to the other parties, unless the Mediator is specifically requested to keep the information in confidence.

8. Except for disclosure required to enforce a settlement agreed to at mediation, the signatories to this agreement agree to keep all communications, and information exchanged at mediation in confidence. It is further agreed that video and/or audio recording of all or any part of the mediation by any participant, anyone acting on their behalf, or at their direction, is strictly forbidden.

9. The Mediator will not be served with a Summons to Witness or otherwise required to give evidence in any pending or future proceeding in connection with this matter. The Mediator will not be required to produce any notes, records, or other documentation received or prepared in connection with this mediation. The Mediator shall have the immunity described in Section 82 of the *Courts of Justice Act*, R.S.O. 1990, c.C.43, as amended, with any changes to specifics as the circumstances require.

10. The mediation may be terminated at any time by the parties, their representatives, or the Mediator, for any reason.

11. Where a settlement of the dispute is reached, the parties and their representatives will execute appropriate Minutes of Settlement at the mediation and they will comply with the terms of the settlement with due dispatch.

(*Scott or Emily*) Densem
Densem ADR Solutions Inc.
Mediator