

Mediation agreement

The undersigned:

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and

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and

.....,

MfN registered mediator, hereinafter referred to as: the in-house mediator

hereinafter referred to as: the person(s) concerned

Hereby agree:

1. Subject of mediation

The subject of the mediation is (hereinafter: the 'Issue').

2. The mediation

- 2.1 The person(s) concerned and the in-house mediator undertake to make every effort to resolve the issue between the parties concerned in accordance with the MfN Mediation Rules (hereinafter: the 'Rules').
- 2.2 The parties provide, and the in-house mediator accepts, the assignment to supervise the communication and negotiation process.
- 2.3 The in-house mediator is responsible for guiding the process. The parties involved are themselves responsible for the content of the solution(s) found.
- 2.4 The MfN Rules (a copy of which is attached to this agreement) form an integral part of this agreement. The parties involved and the mediator undertake to comply with all the obligations under the Rules.
- 2.5 The mediation shall commence on the date on which all Parties and the Mediator have signed the agreement, unless another date has been agreed in writing. From that moment on, the provisions of the Rules shall apply in full.
- 2.6 In addition to the provisions of the MfN Regulations, the parties involved undertake to the in-house mediator and to each other to refrain from any actions or conduct that seriously impede or obstruct the mediation.
- 2.7 The in-house mediator is registered with the Dutch Mediators Federation (MfN) and is bound by the Code of Conduct for MfN-registered mediators.
- 2.8 The parties involved have received the MfN Regulations and the MfN Code of Conduct for the in-house mediator. These documents can also be found on a public website, www.mfnregister.nl.

3. Voluntariness

The parties involved and the in-house mediator participate in this mediation voluntarily. Each of the parties involved and the in-house mediator are free to terminate the mediation at any time, as referred to in Articles 5.1 and 8.1 of the MfN regulations.

4. Confidentiality

- 4.1 The mediation is confidential. All information shared by the parties involved during the mediation is confidential.
- 4.2 The parties involved and the in-house mediator are obliged to maintain confidentiality regarding the content of the mediation, as described in Articles 7 and 10 of the rules.
- 4.3 This agreement, in conjunction with the Rules, constitutes an agreement on evidence within the meaning of the law, see Article 7:900 of the Dutch Civil Code in conjunction with Article 153 of the Dutch Code of Civil Procedure. The Mediator and the Parties intend to deviate from the applicable legal rules of evidence in order to guarantee the desired confidentiality and secrecy as set out in Articles 7 and 10 of the Regulations. This provision stipulates that information from the mediation may not be used as evidence.

5. Personal data

In the context of mediation, it is necessary for the in-house mediator to process personal data relevant to the issue referred to in paragraph 1 by including it in the file. This may also involve sensitive and/or special personal data of the parties involved. For more information, please refer to the privacy statement ([link sent](#)).

6. Representation and mandate

- 6.1 Natural persons and representatives of legal entities shall sign this agreement and participate in the mediation meetings themselves, unless they have made other arrangements with each other and with the in-house mediator. In consultation with the in-house mediator and with the consent of the parties involved, they may be accompanied by one or more persons, on condition that those persons declare, by co-signing this agreement or by signing a confidentiality agreement, that they will comply with the confidentiality obligations referred to in Article 4.
- 6.2 The representative as referred to in Article 6.1 is authorised to perform the legal acts necessary in the context of mediation. At the request of the in-house mediator, each person involved who is represented, shall submit a written power of attorney demonstrating the authority of the representative(s).
- 6.3 By co-signing this agreement or a confidentiality statement provided by the in-house mediator, that he will also personally comply with the confidentiality obligations as referred to in Article 4.
- 6.4 Representatives of legal entities shall inform the other participants and the Mediator whether they have the authority to make independent agreements within the framework of this mediation.

8. Mediator's fees

- 8.1 There are no costs associated with the services of the in-house mediator.
- 8.2 Any additional costs will be agreed between the participant(s) and the in-house mediator. The agreements will be recorded in writing.

9. Recording the outcome of the mediation and interim agreements

- 9.1 The parties involved shall jointly determine whether a solution to the issue reached in mediation shall be recorded in a settlement agreement or another agreement document to be signed by the parties involved (hereinafter: the agreement). The parties involved may seek advice from an external expert, when drawing up the agreement, on condition that this expert has signed a confidentiality agreement. The parties involved are and remain responsible for the content of the agreement.
- 9.2 Agreements made during the course of mediation between the parties involved are only binding on them if they have been laid down in writing between them, signed by them and expressly state that the agreements will remain in force even if the mediation does not lead to an agreement. Written consent also includes consent given by digital means.
- 9.3 The parties involved shall jointly determine in writing the extent to which the content of the agreement and the written record referred to in paragraph 2 of this article are confidential. Insofar as they do not determine this, the agreement and the agreements referred to in paragraph 2 of this article are confidential.
- 9.4 The parties involved and the in-house mediator are obliged to agree with each other on how they will inform third parties about the agreement they conclude.
- 9.5 If no agreement is reached, the mediator shall send a termination notice.

10. Deviation from the MfN regulations

If any provision in this agreement deviates from the Rules, the provisions of this agreement shall apply.

11. Separate signature

If multiple copies of this agreement are signed separately (for example, if the meeting does not take place in person), each copy shall be considered an original and these copies together shall constitute the mediation agreement.

Thus agreed and drawn up in triplicate and signed on

Mediator:

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Parties involved

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