

## MEDIATION AGREEMENT

The MfN-registered mediator (MfN-registermediator), {name mediator}

and the Parties:

A: Bedrijfsnaam, party A

for the purposes hereof duly represented by: .....

and B: .....party B.....

for the purposes hereof duly represented by:

.....

### HEREWITH AGREE AS FOLLOWS:

#### 1. Outline of the Issue

It concerns an Issue in the context of the employment relationship.

#### 2. Mediation

2.1 The Parties and the Mediator shall exert their best efforts to settle the Issue between the Parties, outlined in paragraph 1, by means of Mediation in accordance with the MfN Mediation Rules (MfN-Mediation Reglement), (hereinafter referred to as: "the Rules") as these read at the date of the present Agreement. The Rules (a copy of which have been attached to the present Agreement) constitute an integral part of the present Agreement. The Parties declare that they have received a copy of Code of Conduct for MfN-registered Mediators.

2.2 The Parties herewith grant, and the Mediator herewith accepts, the instruction to guide the communication and negotiation processes as referred to in the Rules.

2.3 The Mediator shall be responsible for guiding the process. The Parties themselves shall be responsible for the content of the resolution of their Issue.

2.4 The Parties and the Mediator bind themselves towards each other to everything to which they are held under the Rules.

2.5 The Mediation shall commence on [date]. As from that moment the provisions of the Rules shall apply in full.

2.6 In addition to the provisions set forth in the Rules, the Parties bind themselves towards the Mediator and towards each other to refrain from any acts or conduct that would aggravate or obstruct the Mediation to a serious degree.

**3. Voluntary Participation**

Participation in Mediation is voluntary. Each Party, as well as the Mediator, may put an end to the Mediation at any time. Termination shall take place only by means of a letter addressed to the Mediator and the other Party or Parties. Comment upon aforesaid letter may be made during a joint (closing) meeting with the Mediator. Termination of the Mediation shall not affect the confidentiality and payment obligations of the Parties.

**4. Confidentiality**

4.1 The Mediator and the Parties oblige themselves without reservation to the confidentiality requirements defined in the articles 7 and 10 of the Rules.

4.2 In combination with the Rules, the present Agreement shall be an evidentiary agreement as referred to in the law, see Article 7:900 of the Netherlands Civil Code in conjunction with Article 153 of the Netherlands Code of Civil Procedure. In order to guarantee the desired confidentiality arrangements the Mediator and the Parties thereby intend to deviate in certain ways from the applicable law of evidence.

**5. Representation**

5.1 Natural persons shall be present at the meetings in person. Legal persons shall be represented in accordance with the provisions set forth in paragraph

5.2. The person who signs the present Agreement shall be present at the meetings.

5.3. Each Party guarantees that its representative is duly authorized on behalf of that Party to perform all legal acts necessary in the context of the Mediation, including concluding an agreement as referred to in article 7.1, and that the representative will observe the confidentiality requirements referred to in the Rules.

**6. Recording the Outcome of the Mediation and Interim Agreements**

6.1 Any resolution of the Issue reached amicably shall be set forth in a written agreement to that effect signed by the Parties.

6.2 Any agreements made by the Parties during the Mediation shall bind them only to the extent such agreements have been set forth in writing between them and signed by them, and if they contain the express provision that the agreements shall continue to exist even if the Mediation does not lead to any further consensus.

Thus agreed and drawn up and signed in [.....] original copies

in .....(place)..... on .....{date}.....

(for) (for) Mediator:	Party A:	Party B:
.....	.....	.....
(.....)	(.....)	(.....)