

MEDIATION

Basic documents

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The book is a collection of author's samples of documents that can be used in the practical activities of a mediator. The author provides samples of mediation agreements in various categories of conflicts (family disputes, disputes over child support, division of property, etc.), agreement on confidentiality and non-disclosure of information, agreements on amendments and termination of contracts, etc. The text of the memo, which is recommended for each participant in mediation, is also offered. The samples are universal and can be used in the practice of a mediator in different countries.

The book is intended for mediators, lawyers, attorneys, university professors, and may be of interest to a wide range of people who are interested in mediation and drafting documents related to mediation.

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Introduction

Mediation is an extrajudicial voluntary, confidential procedure in which the parties, with the help of a mediator (s), try to prevent or resolve a conflict (dispute) through negotiations. At the same time, it is a clearly structured process that requires impartiality and independence from the mediator in order to perform his/her functions and be effective. Therefore, the mediator has a significant moral and legal responsibility.

Mediation provides an opportunity for the parties to resolve the dispute and maintain a normal relationship, and often it is mediation that is a chance for a constructive and most cost-effective solution to the problem. For these reasons, it is quite natural that mediation is becoming more widespread in the world. More and more countries are starting to use mediation and adopting appropriate changes in the legislation, which allows to reduce the burden on the judiciary and at the same time provides an opportunity to reduce tensions in society and direct people to resolve conflicts voluntarily out of court. Given the significant effectiveness of this process, some countries have even introduced mandatory pre-trial mediation in certain categories of cases.

It should be noted that, despite the diversity of legislation in different countries and the peculiarities of legal systems, mediation is a universal process, which is based on the same techniques for conflict resolution recognized by the world community. Experience has shown that these techniques are equally successful in all countries

where mediation is used. The principles of mediation are also the same: confidentiality, voluntariness, independence and impartiality of the mediator, etc.

The above-mentioned features of mediation allowed to develop universal models of documents that can be used in the practical activities of a mediator. This publication provides the following universal samples of documents intended for use in practice.

The book is intended for mediators, lawyers, attorneys, university professors, and may be of interest to a wide range of people who are interested in mediation and drafting documents related to mediation.

Oksana Korotiuk,

Doctor of Laws, Mediator,

private notary of the Kyiv city notarial district

**The following memo is recommended to provide
to each of the participants in the mediation.**

**Memo
For a mediation participant**

Mediation is an extrajudicial voluntary, confidential, structured procedure in which the parties, with the help of an independent and impartial mediator, try to prevent or resolve a conflict (dispute) through negotiations.

Basic principles of mediation:

VOLUNTARY NATURE – each participant has the right to refuse mediation at any time and not to explain the reasons for his/her refusal.

CONFIDENTIALITY – the mediator and other participants in mediation shall not have the right to disclose confidential information, unless otherwise provided by law or unless all parties to the mediation have agreed in writing otherwise.

If the mediator has received confidential information from one of the parties, he/she may disclose such information to the other party (parties) only with the consent of the party who provided such information.

INDEPENDENCE AND IMPARTIALITY OF THE MEDIATOR – during the mediation the mediator must be neutral in relation to the parties to the mediation and independent of the parties to the mediation, public authorities,

local governments, their officials and officials, other individuals and legal entities.

EQUALITY OF THE PARTIES – mediation is conducted on the basis of equality of the parties. The parties to the mediation should be given equal opportunities during the mediation. The mediator's responsibilities must be the same for all parties to the mediation.

General rules of mediation:

1. The mediator manages the mediation procedure, but the parties make decisions on all issues independently and voluntarily on their own.

2. The mediator does not provide advices and consultation, but helps to communicate and reduce tensions between the parties through special techniques.

3. Mediation can take the form of joint and separate meetings of the parties.

You can keep secret any information you do not want to share with the other party and share it with the mediator in a separate meeting. The mediator is not allowed to disclose this information to the other party without your personal permission.

4. Mediation is a voluntary procedure. Therefore, you may not answer questions that you do not like.

No one can be forced to continue to participate in mediation.

5. It is important to remember that the mediator will give each party the right to express his/her opinion. Each participant will have the same time to express his/her view on the situation. Therefore, we urge you not to interrupt the other party and allow the other party to speak.

6. During the mediation, each party should refrain from using abusive language, obscene language, derogatory words towards another participant or others.

1. Sample mediation agreement concluded to avoid a possible conflict (dispute) over the division of property of the spouses.

Mediation agreement

This mediation agreement is made and effective in Budapest (Hungary) on March 14, 2022.

We, **MARTIN WOLF**, date of birth – 13.08.1966, place of residence: 444 Padunska Str., apartment 67F, Budapest, and **MARGARETH WOLF**, date of birth – 11.05.1971, place of residence: 9/3 Solonska Str., Budapest, hereinafter the "**Parties**", and **VALENTINA STANICH**, office location: 8 Kotovska Str., office 55, Budapest, mediation certificate #333444, issued by authority #8888, date of issuance – 12.07.2020, hereinafter the "**Mediator**",

acting voluntarily, in accordance with our own free will, which corresponds to our inner will, with common sense and clear memory, understanding the meaning of our actions, previously acquainted with the requirements of the law on the invalidity of transactions,

entered into this agreement on the following:

1. GENERAL INFORMATION ON CONFLICT (DISPUTE) AND MEDIATION.

1.1. Under this agreement, the Parties have agreed to apply the mediation procedure to a conflict (dispute) that

may arise within the civil legal relations specified in this agreement.

The Parties understand that mediation is an agreement-reaching process in which the Mediator assists the Parties to reach agreement in a collaborative, consensual and informed manner. The Parties understand that the Mediator has no power to decide disputed issues for the Parties.

1.2. The Parties are in a registered marriage, which is confirmed by a marriage certificate №333333, issued by authority #88888888, date of issuance – 12.12.2012.

The mediation procedure is used to prevent a possible conflict (dispute) between the Parties during the division of joint property of the spouses and to reach an agreement between the Parties on all provisions of the marital property division contract, as well as to avoid litigation in future.

As a result of mediation, the Parties seek to conclude an agreement in which to consolidate the agreed terms of the marital property division contract, determine the list of property that will become the personal property of each spouse, the terms and the date for the conclusion of the contract, and establish liability of each spouse in case of unreasonable refusal to conclude the marital property division contract and / or in case of non-fulfillment or improper fulfillment of the terms of the agreement.

At the request of the Parties other issues may be settled in the agreement, which is concluded as a result of mediation.

The Parties reaffirm their good faith intention to complete the mediation procedure by the agreement mentioned above.

1.3. The Parties independently and voluntarily selected Valentina Stanich as a mediator for the mediation procedure.

By signing this agreement, the Parties confirm that none of them has any objections to hold the mediation procedure by the Mediator.

The Parties are aware that mediation is voluntary and that any party may withdraw from or suspend the mediation at any time and for any reason.

The Parties are also aware that the Mediator may suspend or terminate the mediation at any time if he/she believes that the mediation will lead to an unfair or unreasonable result, if the mediator believes that he/she has reached a dead end, or if the mediator determines that he/she can no longer effectively perform its role of facilitator.

1.4. By agreement of the Parties, the mediation shall take place in the city of Budapest and shall continue until the purpose set forth in paragraph 1.2. of this agreement is achieved, but not longer than 1 month from the date of conclusion of this agreement. In case of failure of the Parties to agree on all issues specified in paragraph 1.2. of this agreement, within this period, this mediation agreement will be terminated automatically.

At the request of the Parties in case of failure of the Parties to agree on all issues specified in paragraph 1.2. of this agreement, they may amend this agreement or enter into a new mediation agreement.

1.5. The Parties agreed that the mediation will be conducted in English. All documents drawn up by the Parties in the mediation process will be presented in English.

The Parties confirm that they are fluent in English and do not require the participation of an interpreter in the mediation process.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES.

2.1. Rights of the Parties.

The Parties have the right to:

- 1) elect a mediator (mediators) by mutual consent;
- 2) determine the terms of the mediation agreement;
- 3) involve other participants in mediation by mutual consent;
- 4) refuse the assistance of the mediator (mediators) and choose another mediator (mediators);
- 5) refuse to participate in mediation at any time;
- 6) in case of non-performance or improper performance of the agreement based on the results of the mediation, apply to the court, arbitration court, international commercial arbitration in the manner prescribed by law;
- 7) involve an expert, translator, defense counsel and other persons determined by agreement of the Parties.

The law and the mediation agreement may determine other rights of the Parties.

2.2. Obligations of the Parties.

The Parties are obliged to:

- 1) comply with the requirements of the law, the mediation agreement and the rules of mediation;
- 2) execute the agreement resulting from mediation in the manner and terms established by such agreement;
- 3) provide the mediator and each other with reliable information and documents necessary to achieve the goal defined in paragraph 1.2. of this agreement;
- 4) perform other duties specified by the law.

While participating in the mediation process, each of the Parties undertakes not to commence or continue any legal action against the other Party on issues that the Parties are trying to resolve through mediation.

2.3. Rights and obligations of the Mediator.

The Mediator has the right to:

- 1) determine the methodology of mediation independently, subject to compliance with the requirements of the law, the rules of mediation and the rules of professional ethics of the mediator;
- 2) receive from the parties to the conflict (dispute) information about such conflict (dispute) to the extent necessary and sufficient for mediation, request and receive from the parties to the mediation any information and documents necessary to ensure the mediation procedure;
- 3) reimburse the costs incurred in preparation for and conduct mediation, as well as the costs of services for the preparation of mediation and / or its implementation in the amount and form provided by the mediation agreement, mediation rules or legislation;
- 4) collect and disseminate depersonalized information on the number, duration and effectiveness of mediations conducted by the Mediator;
- 5) provide consultations and recommendations to the Parties on the procedure for conducting mediation and recording its results;
- 6) refuse to participate in the mediation.

The law, the mediation agreement or the rules of mediation may provide for other rights of the mediator.

The Mediator is obliged to:

- 1) prepare for mediation and conduct it in accordance with the law, the rules of mediation and norms of professional ethics of the mediator;
- 2) not to disclose information that became known to the Mediator during the preparation and conduct of mediation;

3) inform the Parties before and during the mediation about personal circumstances, the mediator's relationship with one of the parties in any field other than mediation, a conflict of interest that may raise reasonable doubts about mediator's neutrality, independence and impartiality. In this case, the mediator may conduct mediation only with the written consent of all the Parties and in accordance with his/her inner conviction that he/she adheres to the mediator's neutrality, independence and impartiality principles;

4) terminate mediation in the event of a conflict between the personal interests and responsibilities of the mediator, which may affect his/her neutrality, independence and impartiality during the mediation, as well as in the presence of other circumstances that prevent his/her participation or require termination of his/her participation in mediation;

5) inform the Parties and other participants in mediation about their rights and responsibilities, principles and rules of mediation, structure of mediation procedure, possibility to consult relevant specialists (experts), consequences of concluding a mediation agreement and / or agreement on mediation results in writing or orally, as well as their professional experience and competence;

6) manage the mediation procedure;

7) improve his/her professional level;

8) be an impartial person who helps the Parties to the conflict (dispute) to communicate, reach an understanding and negotiate;

9) adhere to the norms of professional ethics of the mediator;

10) perform other duties provided by the law and other legal acts, the mediation agreement or the rules of mediation.

The Mediator's obligations are the same for all the Parties.

The mediator confirms and guarantees that he/she is neutral in relation to the Parties and independent of the Parties, public authorities, local governments, their officials, other individuals and legal entities, he/she does not combine the function of mediator with the function of the Party in one conflict (dispute), he/she does not have any conflicts of interest or other obstacles to the objective and independent performance of the mediator's duties.

The Mediator shall accept to conduct the procedure solely if able to guarantee his/her own independence, impartiality and neutrality.

The Mediator has no right to:

- 1) provide the Parties with consultations and recommendations on decision-making on the merits of the conflict (dispute);
- 2) give legal advice;
- 3) make decisions on the merits of the conflict (dispute) between the Parties;
- 4) take the side of one of the Parties to the conflict (dispute), pay more attention to either Party or take any action that indicates the bias of the mediator.

During the mediation procedure, the Mediator shall be obligated to comply with the opinion of each of the disputants.

The Mediator may not communicate to the other participants in the process any circumstances concerning solely one of the disputants without the consent of the said disputant.

The Mediator shall ensure that he/she has the appropriate competence and training to conduct the mediation procedure at the appropriate level.

2.4. The Parties shall endeavor to assist each other in reaching an agreement, to establish a dialogue, and to take all possible steps to achieve the objective set out in paragraph 1.2. of this agreement.

2.5. The Parties are aware that participation in mediation cannot be considered a confession of guilt, a confession of claims or a waiver of claims.

2.6. The parties independently determine the list of issues to be discussed, options for resolving the conflict (dispute), the content of the agreement resulting from mediation, terms and methods of its implementation, other issues related to the conflict (dispute) and mediation.

The Parties may, if necessary, involve other participants (experts, advocates, representatives, translators, etc.) who can provide advice and recommendations to the parties to the mediation, but the decision is made exclusively by the Parties.

2.7. The Parties understand that mediation is not a substitute for independent legal advice. The Parties are encouraged to secure such advice throughout the mediation process and are strongly advised to obtain independent legal review of any mediated agreement before signing that agreement.

The Parties understand that the Mediator's objective is to facilitate the participants themselves reaching their most constructive and fairest agreement. The Parties also understand that the Mediator has an obligation to work on behalf of each Party equally and that the Mediator cannot render individual legal advice to any Party.

3. CONTRACT AMOUNT AND PAYMENT PROCEDURE.

3.1. By agreement of the Parties, the cost of paying for the services of the Mediator and the costs of preparing for and conducting mediation is 10,000 (ten thousand) euros 00 eurocents. The Parties will pay the above-mentioned Mediator services and other costs equally.

Payment of this amount is as follows: 50% is paid by the Parties within three working days from the date of signing this agreement, the rest - within three working days after the conclusion of the agreement specified in paragraph 1.2. of this agreement.

If the agreement specified in paragraph 1.2. of this agreement, will not be concluded or mediation will be terminated early due to the mediator's refusal to participate in mediation or if the Mediator is declared incompetent or is convicted for criminal offenses at public law, the remaining amount is not paid.

In case of early termination of mediation for other reasons, including on the grounds of refusal of either or both Parties to participate in mediation, the remaining amount shall be paid to the Mediator within three days from the date of such refusal.

3.2. In the event of additional actual costs incurred by the Mediator (travel expenses, copying, postage, long-distance phone calls, etc.) in the mediation process, the Parties shall reimburse the mediator for all such expenses in full, in equal parts to each of the Parties.

3.3. By agreement of the Parties, payment under this agreement is made by non-cash transfer of the amount specified in paragraph 3.1. and/or 3.2., to the account of the Mediator specified in section 7 of this agreement.

3.4. Should payment not be timely made, the Mediator may, at his/her sole discretion, stop all work on behalf of the Parties, including the drafting and/or distribution of the Parties' agreement, and withdraw from the mediation.

4. CONFIDENTIALITY.

4.1. The Parties and the Mediator understand that the mediation shall be strictly confidential.

The Mediator and the Parties shall not disclose confidential information received by them in connection with the implementation of this Agreement and the mediation procedure.

The following information is confidential unless otherwise provided by law or if all the Parties have not agreed otherwise in writing: all information that became known to the Mediator or / and to the Parties during the preparation for mediation and mediation, including the proposal and readiness of the Parties to the conflict (dispute) to participate in mediation, facts and circumstances, judgments and proposals of the parties to mediation to resolve the conflict (dispute), the results of mediation.

In case of involvement any other persons (expert, translator, etc.) in the mediation process, the provisions of this paragraph will apply to these persons involved.

4.2. If the Mediator has received confidential information from one of the Parties, he/she may disclose such information to the other Party (Parties) only with the consent of the Party who provided such information.

4.3. The Parties further agree to not call the Mediator to testify concerning the mediation or to provide any materials

from the mediation in any court proceeding between the Parties.

The mediation is considered by the Parties and the Mediator as settlement negotiations.

4.4. The Parties understand the Mediator has an ethical responsibility to break confidentiality if s/he suspects a party or another person may be in danger of physical harm.

4.5. Each Party agrees to fully and honestly disclose all relevant information and writings as requested by the Mediator and all information requested by any other Party of the mediation if the Mediator determines that the disclosure is relevant to the mediation discussions.

4.6. The Mediator may not be interrogated as witness regarding circumstances which have been confided to him/her by the Parties and which are relevant to the resolution of the dispute that is the subject of the mediation, unless having received the explicit consent of the confiding Party.

4.7. An exception to mediation confidentiality is allowed where:

1. this is necessary for the purposes of criminal proceedings, other court proceedings or in relation to the protection of public order;

2. this is required in order to ensure the protection of the best interests of children or to prevent harm to the physical or psychological integrity of a person;

3. disclosure of the content of the agreement resulting from mediation is necessary in order to implement or enforce that agreement.

5. MEDIATION PROCESS.

5.1. Prior to conduct of the mediation process, the Mediator shall inform the Parties of the essence of mediation, its principles and of the consequences thereof and shall require the written or oral consent of the said Parties to participation.

5.2. Upon performance the mediation process, the Mediator may schedule separate meetings (caucuses) with each of the Parties, with due respect for the equal rights thereof to participation in the process.

In this case such "caucus" shall be confidential between the Mediator and the individual mediating Party unless they agree otherwise.

5.3. The Mediator may convene separate meetings (caucuses) with each Party before the mediation meeting to:

- obtain background information about the Parties, the Parties' relationship, events since the change in the Parties' relationship, any information about the dispute and its circumstances;
- ascertain the views of each Party on the nature of the conflict;
- determine whether the mediation meeting will be held in person, by teleconference, by videoconference or by other means;
- pre-define for him/herself the main issues, the topics that can be discussed in the mediation process;
- assess the possibility of performance of the mediation process taking into account the psychological state and relationship of the Parties;
- clarify any other circumstances, legal and technical issues that are important to clarify the nature of the conflict and to perform the mediation process.

5.4. The mediation meeting will involve the Parties in joint session with the Mediator, although separate meetings may be held between the Mediator and a Party.

5.5. The Parties agree that the Mediator may discuss the Parties' mediation process with any attorney any Party may retain as individual counsel. Such discussions will not include any negotiations, as all mediation negotiations must involve all the Parties directly. The Mediator will provide copies of correspondence, draft agreements, and written documentation to independent legal counsel at a Party's request.

5.6. The mediation process is carried out using the methods of conflict resolution, negotiation techniques and other techniques, which are determined by the Mediator him/herself. The mediator manages the mediation process at his / her own discretion in such a way as to best promote the establishment of relations between the Parties and reconciliation.

6. AMENDMENT AND TERMINATION OF THE CONTRACT.

6.1. This Agreement may be amended by agreement of all the Parties and the Mediator. To amend this Agreement, the Parties and the Mediator shall enter into a mutual agreement to amend in writing.

6.2. Mediation and this agreement shall be terminated:

1) by mutual agreement between the Parties based on the results of mediation;

2) by expiration of the mediation period and / or the validity of the mediation agreement;

3) upon withdrawal of one of the Parties or the Mediator;

4) in case of declaring the Party or the Mediator (Mediators) incapable, as well as in case of conviction of the Mediator for committing a crime, and his/her inability to hold the position of the Mediator;

5) in case of death of a natural person who is a party to mediation or liquidation of a legal entity that is a party to mediation;

6) in other cases in accordance with the law and the rules of mediation.

6.3. Termination of mediation and this agreement on the grounds specified in subparagraph 3 of paragraph 6.2. of this agreement is carried out in the following order: the Party wishing to refuse to participate in mediation sends to the other Parties to this agreement and the Mediator a written notice of refusal to participate in mediation (notice must be sent by registered mail with confirmation of delivery of the postal item).

The contract and the mediation are considered terminated after 3 (three) working days from the date of receipt of this letter by all the Parties to this agreement and the Mediator or after 3 (three) working days from the date of refusal to receive the shipment, or after 3 (three) working days from the date of its return because of the expiration of the storage period.

The contract and the mediation are considered terminated on other grounds from the date of the relevant circumstances.

6.4. The Mediation and this agreement may be terminated early by termination of this agreement by agreement of the parties. Termination of this agreement is carried out by concluding an agreement on termination in writing.

6.5. Upon termination of the mediation process, a pending proceeding that has been suspended shall be resumed in accordance with the provisions of the law.

7. RESPONSIBILITY OF THE PARTIES.

7.1. The Mediator and the Parties may be liable for illegal disclosure of confidential information, illegal storage, dissemination, destruction or other illegal actions with confidential personal information, invasion of privacy, forgery and / or use of forged documents, as well as for any other illegal actions and inaction for which liability is established by law.

7.2. The mediator shall not be liable if the Parties fail to reach a settlement. The mediator shall not be liable for non-performance of the agreement.

7.3. The Parties understand that in case the Party claims against the Mediator for non-fulfillment or improper fulfillment of the terms of the mediation agreement, the Mediator is released from the obligation to keep confidential information within the limits necessary to protect his/her rights and interests. In this case, the court, other bodies or officials who consider the claims of the Party to the Mediator or who became aware of such claims, are obliged to take measures to prevent access of third parties to confidential information and its disclosure.

7.4. All disputes between the Parties and the Mediator will be resolved through negotiations. In case of impossibility to resolve disputes through negotiations, all disputes are resolved in court.

8. MISCELLANEOUS.

8.1. This Agreement shall enter into force upon signature by the Parties and the Mediator.

8.2. This Agreement is drawn up in English in triplicate; each of its copies has the same legal force. One of its copies remains in the affairs of the Mediator, the others are issued to each of the Parties.

8.3. We, the Parties, confirm that this agreement corresponds to our real intentions and is not a fictitious transaction, is concluded by us in accordance with our true will, without any use of physical or mental pressure and on favorable terms and is not the result due to difficult circumstances, the agreement is concluded by us without deception or concealment of facts that are significant, we equally understand the meaning, terms of the agreement, its nature and legal consequences, we really want the occurrence of all the legal consequences created by this agreement, and the agreement defines all the essential conditions, as evidenced by our personal signatures on the agreement.

8.4. The Parties confirm that they have agreed and do not have any comments, additions or contradictions regarding the terms of this agreement.

9. DETAILS AND SIGNATURES OF THE PARTIES AND THE MEDIATOR.

9.1. The parties and the mediator are obliged to notify each other in writing of the change in their details within three calendar days from the date of such change. In case of non-compliance with the requirements of this paragraph, all payments, notices and letters sent according to the details

specified in this agreement before the change, are considered duly made.

9.2. Details of the Parties:

MARTIN WOLF, date of birth – 13.08.1966, place of residence: 444 Padunska Str., apartment 67F, Budapest, account №UBB532746253746253472 in the Joint-Stock Company "BANK".

MARGARETH WOLF, date of birth – 11.05.1971, place of residence: 9/3 Solonska Str., Budapest, account №UBB532746253746253472 in the Joint-Stock Company "BANK".

Details of the Mediator:

VALENTINA STANICH, office location: 8 Kotovska Str., office 55, Budapest, mediation certificate #333444, issued by authority #8888, date of issuance – 12.07.2020, account №WDB5327777733333253472 in the Joint-Stock Company "BANK".

In witness whereof the above-named Parties and the Mediator have signed the present Agreement as of the date first above written.

Signatures:

Party: _____

Party: _____

Mediator: _____

2. Sample mediation agreement regarding the conflict (litigation) concerning the award of child support.

Mediation agreement

This mediation agreement is made and effective in Prague (Czech Republic) on March 23, 2022.

We, **MARTIN BORSHCH**, date of birth – 13.08.1966, place of residence: 444 Satrij Hrbítov Str., apartment 67F, Prague, and **MARTABORSHCH**, date of birth – 11.05.1971, place of residence: 9/3 Novy Hrbítov, Prague, hereinafter the "**Parties**", and **VALENTINA STANICH**, office location: 8 Krasna Str., office 55, Prague, mediation certificate #333444, issued by authority #8888, date of issuance – 12.07.2020, hereinafter the "**Mediator**",

acting voluntarily, in accordance with our own free will, which corresponds to our inner will, with common sense and clear memory, understanding the meaning of our actions, previously acquainted with the requirements of the law on the invalidity of transactions,

entered into this agreement on the following:

1. GENERAL INFORMATION ON CONFLICT (DISPUTE) AND MEDIATION.

1.1. Under this agreement, the Parties have agreed to apply the mediation procedure to a conflict (dispute) that

arose in connection with the appointment of child support for a minor child, namely – BORSHCH OLIVIA, date of birth – 02.03.2021, place of birth – Prague, Czech Republic, between the child's parents.

The case on the claim of BORSHCH MARTA to BORSHCH MARTIN on the appointment of child support is considered by the City Court of Prague, proceedings №685638475368.

The Parties understand that mediation is an agreement-reaching process in which the Mediator assists the Parties to reach agreement in a collaborative, consensual and informed manner. The Parties understand that the Mediator has no power to decide disputed issues for the Parties.

1.2. MARTA BORSHCH and MARTIN BORSHCH are the parents of a minor child - BORSHCH OLIVIA, date of birth – 02.03.2021, confirmed by the birth certificate I-BC №333333, issued by the DPTJ of Prague, date of issue – 13.02.2021.

On December 10, 2021, MARTA BORSHCH filed a lawsuit with the City Court of Prague regarding the appointment of child support in the amount of 17,000 (seventeen thousand) euros 00 eurocents per month until the child reaches the age of majority. However, the child's father, MARTIN BORSHCH, does not agree with the establishment of such an amount of alimony, as he believes that this amount is too large and he will not be able to pay it.

The mediation procedure is used to reach an out-of-court agreement between the child's parents MARTA BORSHCH and MARTIN BORSHCH on the amount of alimony, and to enter into agreement on child support. The Parties agreed to assist each other in establishing a dialogue and working out a compromise on agreeing on the amount of alimony and other

related issues and signing an agreement on the payment of child support.

The Parties are informed that they may reconcile, including through mediation, at any stage of the proceedings. The result of the agreement of the Parties may be formalized by settlement agreement or in another form prescribed by law.

As a result of mediation, the Parties seek to conclude an agreement, which enshrines the agreed terms of the agreement on child support, provide the terms of the agreement on child support, and also to establish the responsibility of each of the Parties in case of unreasonable refusal to enter into agreement on child support and / or non-fulfillment or improper fulfillment of the terms of the agreement resulting from the mediation.

At the request of the Parties other issues may be settled in the agreement, which is concluded as a result of mediation.

The Parties reaffirm their good faith intention to complete the mediation procedure by the agreement mentioned above.

1.3. The Parties independently and voluntarily selected Valentina Stanich as a mediator for the mediation procedure.

By signing this agreement, the Parties confirm that none of them has any objections to hold the mediation procedure by the Mediator.

The Parties are aware that mediation is voluntary and that any party may withdraw from or suspend the mediation at any time and for any reason.

The Parties are also aware that the Mediator may suspend or terminate the mediation at any time if he/she believes that the mediation will lead to an unfair or unreasonable result, if the mediator believes that he/she has reached a dead end, or if

the mediator determines that he/she can no longer effectively perform its role of facilitator.

1.4. By agreement of the Parties, the mediation shall take place in the city of Prague and shall continue until the purpose set forth in paragraph 1.2. of this agreement is achieved, but not longer than 1 month from the date of conclusion of this agreement. In case of failure of the Parties to agree on all issues specified in paragraph 1.2. of this agreement, within this period, this mediation agreement will be terminated automatically.

At the request of the Parties in case of failure of the Parties to agree on all issues specified in paragraph 1.2. of this agreement, they may amend this agreement or enter into a new mediation agreement.

1.5. The Parties agreed that the mediation will be conducted in English. All documents drawn up by the Parties in the mediation process will be presented in English.

The Parties confirm that they are fluent in English and do not require the participation of an interpreter in the mediation process.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES.

2.1. Rights of the Parties.

The Parties have the right to:

- 1) elect a mediator (mediators) by mutual consent;
- 2) determine the terms of the mediation agreement;
- 3) involve other participants in mediation by mutual consent;
- 4) refuse the assistance of the mediator (mediators) and choose another mediator (mediators);
- 5) refuse to participate in mediation at any time;

6) in case of non-performance or improper performance of the agreement based on the results of the mediation, apply to the court, arbitration court, international commercial arbitration in the manner prescribed by law;

7) involve an expert, translator, defense counsel and other persons determined by agreement of the Parties.

The law and the mediation agreement may determine other rights of the Parties.

2.2. Obligations of the Parties.

The Parties are obliged to:

1) comply with the requirements of the law, the mediation agreement and the rules of mediation;

2) execute the agreement resulting from mediation in the manner and terms established by such agreement;

3) provide the mediator and each other with reliable information and documents necessary to achieve the goal defined in paragraph 1.2. of this agreement;

4) perform other duties specified by the law.

While participating in the mediation process, each of the Parties undertakes not to commence or continue any legal action against the other Party on issues that the Parties are trying to resolve through mediation.

2.3. Rights and obligations of the Mediator.

The Mediator has the right to:

1) determine the methodology of mediation independently, subject to compliance with the requirements of the law, the rules of mediation and the rules of professional ethics of the mediator;

2) receive from the parties to the conflict (dispute) information about such conflict (dispute) to the extent necessary and sufficient for mediation, request and receive

from the parties to the mediation any information and documents necessary to ensure the mediation procedure;

3) reimburse the costs incurred in preparation for and conduct mediation, as well as the costs of services for the preparation of mediation and / or its implementation in the amount and form provided by the mediation agreement, mediation rules or legislation;

4) collect and disseminate depersonalized information on the number, duration and effectiveness of mediations conducted by the Mediator;

5) provide consultations and recommendations to the Parties on the procedure for conducting mediation and recording its results;

6) refuse to participate in the mediation.

The law, the mediation agreement or the rules of mediation may provide for other rights of the mediator.

The Mediator is obliged to:

1) prepare for mediation and conduct it in accordance with the law, the rules of mediation and norms of professional ethics of the mediator;

2) not to disclose information that became known to the Mediator during the preparation and conduct of mediation;

3) inform the Parties before and during the mediation about personal circumstances, the mediator's relationship with one of the parties in any field other than mediation, a conflict of interest that may raise reasonable doubts about mediator's neutrality, independence and impartiality. In this case, the mediator may conduct mediation only with the written consent of all the Parties and in accordance with his/her inner conviction that he/she adheres to the mediator's neutrality, independence and impartiality principles;

4) terminate mediation in the event of a conflict between the personal interests and responsibilities of the mediator, which may affect his/her neutrality, independence and impartiality during the mediation, as well as in the presence of other circumstances that prevent his/her participation or require termination of his/her participation in mediation;

5) inform the Parties and other participants in mediation about their rights and responsibilities, principles and rules of mediation, structure of mediation procedure, possibility to consult relevant specialists (experts), consequences of concluding a mediation agreement and / or agreement on mediation results in writing or orally, as well as their professional experience and competence;

6) manage the mediation procedure;

7) improve his/her professional level;

8) be an impartial person who helps the Parties to the conflict (dispute) to communicate, reach an understanding and negotiate;

9) adhere to the norms of professional ethics of the mediator;

10) perform other duties provided by the law and other legal acts, the mediation agreement or the rules of mediation.

The Mediator's obligations are the same for all the Parties.

The mediator confirms and guarantees that he/she is neutral in relation to the Parties and independent of the Parties, public authorities, local governments, their officials, other individuals and legal entities, he/she does not combine the function of mediator with the function of the Party in one conflict (dispute), he/she does not have any conflicts of interest or other obstacles to the objective and independent performance of the mediator's duties.

The Mediator shall accept to conduct the procedure solely if able to guarantee his/her own independence, impartiality and neutrality.

The Mediator has no right to:

1) provide the Parties with consultations and recommendations on decision-making on the merits of the conflict (dispute);

2) give legal advice;

3) make decisions on the merits of the conflict (dispute) between the Parties;

4) take the side of one of the Parties to the conflict (dispute), pay more attention to either Party or take any action that indicates the bias of the mediator.

During the mediation procedure, the Mediator shall be obligated to comply with the opinion of each of the disputants.

The Mediator may not communicate to the other participants in the process any circumstances concerning solely one of the disputants without the consent of the said disputant.

The Mediator shall ensure that he/she has the appropriate competence and training to conduct the mediation procedure at the appropriate level.

2.4. The Parties shall endeavor to assist each other in reaching an agreement, to establish a dialogue, and to take all possible steps to achieve the objective set out in paragraph 1.2. of this agreement.

2.5. The Parties are aware that participation in mediation cannot be considered a confession of guilt, a confession of claims or a waiver of claims.

2.6. The parties independently determine the list of issues to be discussed, options for resolving the conflict (dispute), the content of the agreement resulting from mediation, terms

and methods of its implementation, other issues related to the conflict (dispute) and mediation.

The Parties may, if necessary, involve other participants (experts, advocates, representatives, translators, etc.) who can provide advice and recommendations to the parties to the mediation, but the decision is made exclusively by the Parties.

2.7. The Parties understand that mediation is not a substitute for independent legal advice. The Parties are encouraged to secure such advice throughout the mediation process and are strongly advised to obtain independent legal review of any mediated agreement before signing that agreement.

The Parties understand that the Mediator's objective is to facilitate the participants themselves reaching their most constructive and fairest agreement. The Parties also understand that the Mediator has an obligation to work on behalf of each Party equally and that the Mediator cannot render individual legal advice to any Party.

3. CONTRACT AMOUNT AND PAYMENT PROCEDURE.

3.1. By agreement of the Parties, the cost of paying for the services of the Mediator and the costs of preparing for and conducting mediation is 10,000 (ten thousand) euros 00 eurocents. The Parties will pay the above-mentioned Mediator services and other costs equally.

Payment of this amount is as follows: 50% is paid by the Parties within three working days from the date of signing this agreement, the rest - within three working days after the conclusion of the agreement specified in paragraph 1.2. of this agreement.

If the agreement specified in paragraph 1.2. of this agreement, will not be concluded or mediation will be terminated early due to the mediator's refusal to participate in mediation or if the Mediator is declared incompetent or is convicted for criminal offenses at public law, the remaining amount is not paid.

In case of early termination of mediation for other reasons, including on the grounds of refusal of either or both Parties to participate in mediation, the remaining amount shall be paid to the Mediator within three days from the date of such refusal.

3.2. In the event of additional actual costs incurred by the Mediator (travel expenses, copying, postage, long-distance phone calls, etc.) in the mediation process, the Parties shall reimburse the mediator for all such expenses in full, in equal parts to each of the Parties.

3.3. By agreement of the Parties, payment under this agreement is made by non-cash transfer of the amount specified in paragraph 3.1. and/or 3.2., to the account of the Mediator specified in section 7 of this agreement.

3.4. Should payment not be timely made, the Mediator may, at his/her sole discretion, stop all work on behalf of the Parties, including the drafting and/or distribution of the Parties' agreement, and withdraw from the mediation.

4. CONFIDENTIALITY.

4.1. The Parties and the Mediator understand that the mediation shall be strictly confidential.

The Mediator and the Parties shall not disclose confidential information received by them in connection

with the implementation of this Agreement and the mediation procedure.

The following information is confidential unless otherwise provided by law or if all the Parties have not agreed otherwise in writing: all information that became known to the Mediator or / and to the Parties during the preparation for mediation and mediation, including the proposal and readiness of the Parties to the conflict (dispute) to participate in mediation, facts and circumstances, judgments and proposals of the parties to mediation to resolve the conflict (dispute), the results of mediation.

In case of involvement any other persons (expert, translator, etc.) in the mediation process, the provisions of this paragraph will apply to these persons involved.

4.2. If the Mediator has received confidential information from one of the Parties, he/she may disclose such information to the other Party (Parties) only with the consent of the Party who provided such information.

4.3. The Parties further agree to not call the Mediator to testify concerning the mediation or to provide any materials from the mediation in any court proceeding between the Parties.

The mediation is considered by the Parties and the Mediator as settlement negotiations.

4.4. The Parties understand the Mediator has an ethical responsibility to break confidentiality if s/he suspects a party or another person may be in danger of physical harm.

4.5. Each Party agrees to fully and honestly disclose all relevant information and writings as requested by the Mediator and all information requested by any other Party of the mediation if the Mediator determines that the disclosure is relevant to the mediation discussions.

4.6. The Mediator may not be interrogated as witness regarding circumstances which have been confided to him/her by the Parties and which are relevant to the resolution of the dispute that is the subject of the mediation, unless having received the explicit consent of the confiding Party.

4.7. An exception to mediation confidentiality is allowed where:

1. this is necessary for the purposes of criminal proceedings, other court proceedings or in relation to the protection of public order;

2. this is required in order to ensure the protection of the best interests of children or to prevent harm to the physical or psychological integrity of a person;

3. disclosure of the content of the agreement resulting from mediation is necessary in order to implement or enforce that agreement.

5. MEDIATION PROCESS.

5.1. Prior to conduct of the mediation process, the Mediator shall inform the Parties of the essence of mediation, its principles and of the consequences thereof and shall require the written or oral consent of the said Parties to participation.

5.2. Upon performance the mediation process, the Mediator may schedule separate meetings (caucuses) with each of the Parties, with due respect for the equal rights thereof to participation in the process.

In this case such "caucus" shall be confidential between the Mediator and the individual mediating Party unless they agree otherwise.

5.3. The Mediator may convene separate meetings (caucuses) with each Party before the mediation meeting to:

- obtain background information about the Parties, the Parties' relationship, events since the change in the Parties' relationship, any information about the dispute and its circumstances;

- ascertain the views of each Party on the nature of the conflict;

- determine whether the mediation meeting will be held in person, by teleconference, by videoconference or by other means;

- pre-define for him/herself the main issues, the topics that can be discussed in the mediation process;

- assess the possibility of performance of the mediation process taking into account the psychological state and relationship of the Parties;

- clarify any other circumstances, legal and technical issues that are important to clarify the nature of the conflict and to perform the mediation process.

5.4. The mediation meeting will involve the Parties in joint session with the Mediator, although separate meetings may be held between the Mediator and a Party.

5.5. The Parties agree that the Mediator may discuss the Parties' mediation process with any attorney any Party may retain as individual counsel. Such discussions will not include any negotiations, as all mediation negotiations must involve all the Parties directly. The Mediator will provide copies of correspondence, draft agreements, and written documentation to independent legal counsel at a Party's request.

5.6. The mediation process is carried out using the methods of conflict resolution, negotiation techniques and

other techniques, which are determined by the Mediator him/herself. The mediator manages the mediation process at his / her own discretion in such a way as to best promote the establishment of relations between the Parties and reconciliation.

6. AMENDMENT AND TERMINATION OF THE CONTRACT.

6.1. This Agreement may be amended by agreement of all the Parties and the Mediator. To amend this Agreement, the Parties and the Mediator shall enter into a mutual agreement to amend in writing.

6.2. Mediation and this agreement shall be terminated:

1) by mutual agreement between the Parties based on the results of mediation;

2) by expiration of the mediation period and / or the validity of the mediation agreement;

3) upon withdrawal of one of the Parties or the Mediator;

4) in case of declaring the Party or the Mediator (Mediators) incapable, as well as in case of conviction of the Mediator for committing a crime, and his/her inability to hold the position of the Mediator;

5) in case of death of a natural person who is a party to mediation or liquidation of a legal entity that is a party to mediation;

6) in other cases in accordance with the law and the rules of mediation.

6.3. Termination of mediation and this agreement on the grounds specified in subparagraph 3 of paragraph 6.2. of this agreement is carried out in the following order: the Party wishing to refuse to participate in mediation sends to

the other Parties to this agreement and the Mediator a written notice of refusal to participate in mediation (notice must be sent by registered mail with confirmation of delivery of the postal item).

The contract and the mediation are considered terminated after 3 (three) working days from the date of receipt of this letter by all the Parties to this agreement and the Mediator or after 3 (three) working days from the date of refusal to receive the shipment, or after 3 (three) working days from the date of its return because of the expiration of the storage period.

The contract and the mediation are considered terminated on other grounds from the date of the relevant circumstances.

6.4. The Mediation and this agreement may be terminated early by termination of this agreement by agreement of the parties. Termination of this agreement is carried out by concluding an agreement on termination in writing.

6.5. Upon termination of the mediation process, a pending proceeding that has been suspended shall be resumed in accordance with the provisions of the law.

7. RESPONSIBILITY OF THE PARTIES.

7.1. The Mediator and the Parties may be liable for illegal disclosure of confidential information, illegal storage, dissemination, destruction or other illegal actions with confidential personal information, invasion of privacy, forgery and / or use of forged documents, as well as for any other illegal actions and inaction for which liability is established by law.

7.2. The mediator shall not be liable if the Parties fail to reach a settlement. The mediator shall not be liable for non-performance of the agreement.

7.3. The Parties understand that in case the Party claims against the Mediator for non-fulfillment or improper fulfillment of the terms of the mediation agreement, the Mediator is released from the obligation to keep confidential information within the limits necessary to protect his/her rights and interests. In this case, the court, other bodies or officials who consider the claims of the Party to the Mediator or who became aware of such claims, are obliged to take measures to prevent access of third parties to confidential information and its disclosure.

7.4. All disputes between the Parties and the Mediator will be resolved through negotiations. In case of impossibility to resolve disputes through negotiations, all disputes are resolved in court.

8. MISCELLANEOUS.

8.1. This Agreement shall enter into force upon signature by the Parties and the Mediator.

8.2. This Agreement is drawn up in English in triplicate; each of its copies has the same legal force. One of its copies remains in the affairs of the Mediator, the others are issued to each of the Parties.

8.3. We, the Parties, confirm that this agreement corresponds to our real intentions and is not a fictitious transaction, is concluded by us in accordance with our true will, without any use of physical or mental pressure and on favorable terms and is not the result due to difficult circumstances, the agreement is concluded by us without

deception or concealment of facts that are significant, we equally understand the meaning, terms of the agreement, its nature and legal consequences, we really want the occurrence of all the legal consequences created by this agreement, and the agreement defines all the essential conditions, as evidenced by our personal signatures on the agreement.

8.4. The Parties confirm that they have agreed and do not have any comments, additions or contradictions regarding the terms of this agreement.

9. DETAILS AND SIGNATURES OF THE PARTIES AND THE MEDIATOR.

9.1. The parties and the mediator are obliged to notify each other in writing of the change in their details within three calendar days from the date of such change. In case of non-compliance with the requirements of this paragraph, all payments, notices and letters sent according to the details specified in this agreement before the change, are considered duly made.

9.2. Details of the Parties:

MARTIN BORSHCH, date of birth – 13.08.1966, place of residence: 444 Satrij Hrbítov Str., apartment 67F, Prague, account №UBB532746253746253472 in the Joint-Stock Company "BANK".

MARTA BORSHCH, date of birth – 11.05.1971, place of residence: 9/3 Novy Hrbítov, Prague, account №UBB532746253746253472 in the Joint-Stock Company "BANK".

Details of the Mediator:

VALENTINA STANICH, office location: 8 Krasna Str., office 55, Prague, mediation certificate #333444, issued

by authority #8888, date of issuance – 12.07.2020, account №WDB532777773333253472 in the Joint-Stock Company "BANK".

In witness whereof the above-named Parties and the Mediator have signed the present Agreement as of the date first above written.

Signatures:

Party: _____

Party: _____

Mediator: _____

3. Sample mediation agreement in civil law litigation, which concerns the determination of the right to use real estate (apartment).

Mediation agreement

This mediation agreement is made and effective in Hamburg (Germany) on March 24, 2022.

We, **MARTIN SHWIMMER**, date of birth – 13.08.1966, place of residence: 444 Follner Str., apartment 67F, Hamburg, **MARTA SHWIMMER**, date of birth – 11.05.1971, place of residence: 9/3 Stepper Str., Hamburg, and **KINNER USERHEIM**, date of birth – 09.09.1967, place of residence: 13 Buch Str., apartment #3, Hamburg, hereinafter the "**Parties**", and **VALENTINA STANICH**, office location: 8 Gross Str., office 55, Hamburg, mediation certificate #333444, issued by authority #8888, date of issuance – 12.07.2020, hereinafter the "**Mediator**",

acting voluntarily, in accordance with our own free will, which corresponds to our inner will, with common sense and clear memory, understanding the meaning of our actions, previously acquainted with the requirements of the law on the invalidity of transactions,

entered into this agreement on the following:

**1. GENERAL INFORMATION ON CONFLICT
(DISPUTE) AND MEDIATION.**

1.1. Under this agreement, the Parties agreed to apply the mediation procedure to a conflict (dispute) that arose over the determination of the right to use real estate – the three room apartment at Stepper Str. 9/3, apartment #33, Hamburg, Germany, with total area of 100 m², between its co-owners: MARTIN SHWIMMER, MARTA SHWIMMER, KINNER USERHEIM.

The case on the claim of KINNER USERHEIM to MARTIN SHWIMMER and MARTA SHWIMMER on the establishment of the right to use the premises of the apartment is considered by the District Court of Hamburg, proceedings №685638475368.

The Parties understand that mediation is an agreement-reaching process in which the Mediator assists the Parties to reach agreement in a collaborative, consensual and informed manner. The Parties understand that the Mediator has no power to decide disputed issues for the Parties.

1.2. MARTIN SHWIMMER, MARTA SHWIMMER and KINNER USERHEIM are co-owners of the three room apartment at Stepper Str. 9/3, apartment #33, Hamburg, Germany, with total area of 100 m², in equal shares each of them.

On December 10, 2021, KINNER USERHEIM filed a lawsuit with the District Court of Hamburg regarding the right to use the premises of the apartment and asks the court to establish for him the right to use a room of 34.7 square meters. However, MARTIN SHWIMMER and MARTA SHWIMMER do not agree with this, as they also claim this room.

The mediation procedure is used to reach an out-of-court agreement between the co-owners of the apartment on the use of the shared apartment and, in particular, to determine the specific rooms to be used by each of the co-owners. The Parties agreed to assist each other in establishing a dialogue and working out a compromise on agreeing on the order of use of all the premises of the apartment and the decision of other related questions, and also signing of the contract of concrete use of the apartment.

The Parties are informed that they may reconcile, including through mediation, at any stage of the proceedings. The result of the agreement of the Parties may be formalized by settlement agreement or in another form prescribed by law.

As a result of mediation, the Parties seek to conclude an agreement, which enshrines the agreed terms of the contract of concrete use of the apartment, to provide obligations of KINNER USERHEIM to waive the claim, the terms of such refusal, the terms of the contract of concrete use of the apartment, to establish responsibility of each of the Parties to the dispute in case of unreasonable refusal to enter into a contract for the concrete use of the apartment and / or non-compliance or improper compliance with the terms of the agreement resulting the mediation.

At the request of the Parties other issues may be settled in the agreement, which is concluded as a result of mediation.

The Parties reaffirm their good faith intention to complete the mediation procedure by the agreement mentioned above.

1.3. The Parties independently and voluntarily selected Valentina Stanich as a mediator for the mediation procedure.

By signing this agreement, the Parties confirm that none of them has any objections to hold the mediation procedure by the Mediator.

The Parties are aware that mediation is voluntary and that any party may withdraw from or suspend the mediation at any time and for any reason.

The Parties are also aware that the Mediator may suspend or terminate the mediation at any time if he/she believes that the mediation will lead to an unfair or unreasonable result, if the mediator believes that he/she has reached a dead end, or if the mediator determines that he/she can no longer effectively perform its role of facilitator.

1.4. By agreement of the Parties, the mediation shall take place in the city of Hamburg and shall continue until the purpose set forth in paragraph 1.2. of this agreement is achieved, but not longer than 1 month from the date of conclusion of this agreement. In case of failure of the Parties to agree on all issues specified in paragraph 1.2. of this agreement, within this period, this mediation agreement will be terminated automatically.

At the request of the Parties in case of failure of the Parties to agree on all issues specified in paragraph 1.2. of this agreement, they may amend this agreement or enter into a new mediation agreement.

1.5. The Parties agreed that the mediation will be conducted in English. All documents drawn up by the Parties in the mediation process will be presented in English.

The Parties confirm that they are fluent in English and do not require the participation of an interpreter in the mediation process.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES.

2.1. Rights of the Parties.

The Parties have the right to:

- 1) elect a mediator (mediators) by mutual consent;
- 2) determine the terms of the mediation agreement;
- 3) involve other participants in mediation by mutual consent;
- 4) refuse the assistance of the mediator (mediators) and choose another mediator (mediators);
- 5) refuse to participate in mediation at any time;
- 6) in case of non-performance or improper performance of the agreement based on the results of the mediation, apply to the court, arbitration court, international commercial arbitration in the manner prescribed by law;
- 7) involve an expert, translator, defense counsel and other persons determined by agreement of the Parties.

The law and the mediation agreement may determine other rights of the Parties.

2.2. Obligations of the Parties.

The Parties are obliged to:

- 1) comply with the requirements of the law, the mediation agreement and the rules of mediation;
- 2) execute the agreement resulting from mediation in the manner and terms established by such agreement;
- 3) provide the mediator and each other with reliable information and documents necessary to achieve the goal defined in paragraph 1.2. of this agreement;
- 4) perform other duties specified by the law.

While participating in the mediation process, each of the Parties undertakes not to commence or continue any legal action against the other Party on issues that the Parties are trying to resolve through mediation.

2.3. Rights and obligations of the Mediator.

The Mediator has the right to:

- 1) determine the methodology of mediation independently, subject to compliance with the requirements of the law, the rules of mediation and the rules of professional ethics of the mediator;
- 2) receive from the parties to the conflict (dispute) information about such conflict (dispute) to the extent necessary and sufficient for mediation, request and receive from the parties to the mediation any information and documents necessary to ensure the mediation procedure;
- 3) reimburse the costs incurred in preparation for and conduct mediation, as well as the costs of services for the preparation of mediation and / or its implementation in the amount and form provided by the mediation agreement, mediation rules or legislation;
- 4) collect and disseminate depersonalized information on the number, duration and effectiveness of mediations conducted by the Mediator;
- 5) provide consultations and recommendations to the Parties on the procedure for conducting mediation and recording its results;
- 6) refuse to participate in the mediation.

The law, the mediation agreement or the rules of mediation may provide for other rights of the mediator.

The Mediator is obliged to:

- 1) prepare for mediation and conduct it in accordance with the law, the rules of mediation and norms of professional ethics of the mediator;
- 2) not to disclose information that became known to the Mediator during the preparation and conduct of mediation;

3) inform the Parties before and during the mediation about personal circumstances, the mediator's relationship with one of the parties in any field other than mediation, a conflict of interest that may raise reasonable doubts about mediator's neutrality, independence and impartiality. In this case, the mediator may conduct mediation only with the written consent of all the Parties and in accordance with his/her inner conviction that he/she adheres to the mediator's neutrality, independence and impartiality principles;

4) terminate mediation in the event of a conflict between the personal interests and responsibilities of the mediator, which may affect his/her neutrality, independence and impartiality during the mediation, as well as in the presence of other circumstances that prevent his/her participation or require termination of his/her participation in mediation;

5) inform the Parties and other participants in mediation about their rights and responsibilities, principles and rules of mediation, structure of mediation procedure, possibility to consult relevant specialists (experts), consequences of concluding a mediation agreement and / or agreement on mediation results in writing or orally, as well as their professional experience and competence;

6) manage the mediation procedure;

7) improve his/her professional level;

8) be an impartial person who helps the Parties to the conflict (dispute) to communicate, reach an understanding and negotiate;

9) adhere to the norms of professional ethics of the mediator;

10) perform other duties provided by the law and other legal acts, the mediation agreement or the rules of mediation.

The Mediator's obligations are the same for all the Parties.

The mediator confirms and guarantees that he/she is neutral in relation to the Parties and independent of the Parties, public authorities, local governments, their officials, other individuals and legal entities, he/she does not combine the function of mediator with the function of the Party in one conflict (dispute), he/she does not have any conflicts of interest or other obstacles to the objective and independent performance of the mediator's duties.

The Mediator shall accept to conduct the procedure solely if able to guarantee his/her own independence, impartiality and neutrality.

The Mediator has no right to:

- 1) provide the Parties with consultations and recommendations on decision-making on the merits of the conflict (dispute);
- 2) give legal advice;
- 3) make decisions on the merits of the conflict (dispute) between the Parties;
- 4) take the side of one of the Parties to the conflict (dispute), pay more attention to either Party or take any action that indicates the bias of the mediator.

During the mediation procedure, the Mediator shall be obligated to comply with the opinion of each of the disputants.

The Mediator may not communicate to the other participants in the process any circumstances concerning solely one of the disputants without the consent of the said disputant.

The Mediator shall ensure that he/she has the appropriate competence and training to conduct the mediation procedure at the appropriate level.

2.4. The Parties shall endeavor to assist each other in reaching an agreement, to establish a dialogue, and to take all possible steps to achieve the objective set out in paragraph 1.2. of this agreement.

2.5. The Parties are aware that participation in mediation cannot be considered a confession of guilt, a confession of claims or a waiver of claims.

2.6. The parties independently determine the list of issues to be discussed, options for resolving the conflict (dispute), the content of the agreement resulting from mediation, terms and methods of its implementation, other issues related to the conflict (dispute) and mediation.

The Parties may, if necessary, involve other participants (experts, advocates, representatives, translators, etc.) who can provide advice and recommendations to the parties to the mediation, but the decision is made exclusively by the Parties.

2.7. The Parties understand that mediation is not a substitute for independent legal advice. The Parties are encouraged to secure such advice throughout the mediation process and are strongly advised to obtain independent legal review of any mediated agreement before signing that agreement.

The Parties understand that the Mediator's objective is to facilitate the participants themselves reaching their most constructive and fairest agreement. The Parties also understand that the Mediator has an obligation to work on behalf of each Party equally and that the Mediator cannot render individual legal advice to any Party.

**3. CONTRACT AMOUNT
AND PAYMENT PROCEDURE.**

3.1. By agreement of the Parties, the cost of paying for the services of the Mediator and the costs of preparing for and conducting mediation is 10,000 (ten thousand) euros 00 eurocents. The Parties will pay the above-mentioned Mediator services and other costs equally.

Payment of this amount is as follows: 50% is paid by the Parties within three working days from the date of signing this agreement, the rest - within three working days after the conclusion of the agreement specified in paragraph 1.2. of this agreement.

If the agreement specified in paragraph 1.2. of this agreement, will not be concluded or mediation will be terminated early due to the mediator's refusal to participate in mediation or if the Mediator is declared incompetent or is convicted for criminal offenses at public law, the remaining amount is not paid.

In case of early termination of mediation for other reasons, including on the grounds of refusal of either or both Parties to participate in mediation, the remaining amount shall be paid to the Mediator within three days from the date of such refusal.

3.2. In the event of additional actual costs incurred by the Mediator (travel expenses, copying, postage, long-distance phone calls, etc.) in the mediation process, the Parties shall reimburse the mediator for all such expenses in full, in equal parts to each of the Parties.

3.3. By agreement of the Parties, payment under this agreement is made by non-cash transfer of the amount specified in paragraph 3.1. and/or 3.2., to the account of the Mediator specified in section 7 of this agreement.

3.4. Should payment not be timely made, the Mediator may, at his/her sole discretion, stop all work on behalf of the Parties, including the drafting and/or distribution of the Parties' agreement, and withdraw from the mediation.

4. CONFIDENTIALITY.

4.1. The Parties and the Mediator understand that the mediation shall be strictly confidential.

The Mediator and the Parties shall not disclose confidential information received by them in connection with the implementation of this Agreement and the mediation procedure.

The following information is confidential unless otherwise provided by law or if all the Parties have not agreed otherwise in writing: all information that became known to the Mediator or / and to the Parties during the preparation for mediation and mediation, including the proposal and readiness of the Parties to the conflict (dispute) to participate in mediation, facts and circumstances, judgments and proposals of the parties to mediation to resolve the conflict (dispute), the results of mediation.

In case of involvement any other persons (expert, translator, etc.) in the mediation process, the provisions of this paragraph will apply to these persons involved.

4.2. If the Mediator has received confidential information from one of the Parties, he/she may disclose such information to the other Party (Parties) only with the consent of the Party who provided such information.

4.3. The Parties further agree to not call the Mediator to testify concerning the mediation or to provide any materials

from the mediation in any court proceeding between the Parties.

The mediation is considered by the Parties and the Mediator as settlement negotiations.

4.4. The Parties understand the Mediator has an ethical responsibility to break confidentiality if s/he suspects a party or another person may be in danger of physical harm.

4.5. Each Party agrees to fully and honestly disclose all relevant information and writings as requested by the Mediator and all information requested by any other Party of the mediation if the Mediator determines that the disclosure is relevant to the mediation discussions.

4.6. The Mediator may not be interrogated as witness regarding circumstances which have been confided to him/her by the Parties and which are relevant to the resolution of the dispute that is the subject of the mediation, unless having received the explicit consent of the confiding Party.

4.7. An exception to mediation confidentiality is allowed where:

1. this is necessary for the purposes of criminal proceedings, other court proceedings or in relation to the protection of public order;

2. this is required in order to ensure the protection of the best interests of children or to prevent harm to the physical or psychological integrity of a person;

3. disclosure of the content of the agreement resulting from mediation is necessary in order to implement or enforce that agreement.

5. MEDIATION PROCESS.

5.1. Prior to conduct of the mediation process, the Mediator shall inform the Parties of the essence of mediation, its principles and of the consequences thereof and shall require the written or oral consent of the said Parties to participation.

5.2. Upon performance the mediation process, the Mediator may schedule separate meetings (caucuses) with each of the Parties, with due respect for the equal rights thereof to participation in the process.

In this case such "caucus" shall be confidential between the Mediator and the individual mediating Party unless they agree otherwise.

5.3. The Mediator may convene separate meetings (caucuses) with each Party before the mediation meeting to:

- obtain background information about the Parties, the Parties' relationship, events since the change in the Parties' relationship, any information about the dispute and its circumstances;
- ascertain the views of each Party on the nature of the conflict;
- determine whether the mediation meeting will be held in person, by teleconference, by videoconference or by other means;
- pre-define for him/herself the main issues, the topics that can be discussed in the mediation process;
- assess the possibility of performance of the mediation process taking into account the psychological state and relationship of the Parties;
- clarify any other circumstances, legal and technical issues that are important to clarify the nature of the conflict and to perform the mediation process.

5.4. The mediation meeting will involve the Parties in joint session with the Mediator, although separate meetings may be held between the Mediator and a Party.

5.5. The Parties agree that the Mediator may discuss the Parties' mediation process with any attorney any Party may retain as individual counsel. Such discussions will not include any negotiations, as all mediation negotiations must involve all the Parties directly. The Mediator will provide copies of correspondence, draft agreements, and written documentation to independent legal counsel at a Party's request.

5.6. The mediation process is carried out using the methods of conflict resolution, negotiation techniques and other techniques, which are determined by the Mediator him/herself. The mediator manages the mediation process at his / her own discretion in such a way as to best promote the establishment of relations between the Parties and reconciliation.

6. AMENDMENT AND TERMINATION OF THE CONTRACT.

6.1. This Agreement may be amended by agreement of all the Parties and the Mediator. To amend this Agreement, the Parties and the Mediator shall enter into a mutual agreement to amend in writing.

6.2. Mediation and this agreement shall be terminated:

1) by mutual agreement between the Parties based on the results of mediation;

2) by expiration of the mediation period and / or the validity of the mediation agreement;

3) upon withdrawal of one of the Parties or the Mediator;

4) in case of declaring the Party or the Mediator (Mediators) incapable, as well as in case of conviction of the Mediator for committing a crime, and his/her inability to hold the position of the Mediator;

5) in case of death of a natural person who is a party to mediation or liquidation of a legal entity that is a party to mediation;

6) in other cases in accordance with the law and the rules of mediation.

6.3. Termination of mediation and this agreement on the grounds specified in subparagraph 3 of paragraph 6.2. of this agreement is carried out in the following order: the Party wishing to refuse to participate in mediation sends to the other Parties to this agreement and the Mediator a written notice of refusal to participate in mediation (notice must be sent by registered mail with confirmation of delivery of the postal item).

The contract and the mediation are considered terminated after 3 (three) working days from the date of receipt of this letter by all the Parties to this agreement and the Mediator or after 3 (three) working days from the date of refusal to receive the shipment, or after 3 (three) working days from the date of its return because of the expiration of the storage period.

The contract and the mediation are considered terminated on other grounds from the date of the relevant circumstances.

6.4. The Mediation and this agreement may be terminated early by termination of this agreement by agreement of the parties. Termination of this agreement is carried out by concluding an agreement on termination in writing.

6.5. Upon termination of the mediation process, a pending proceeding that has been suspended shall be resumed in accordance with the provisions of the law.

7. RESPONSIBILITY OF THE PARTIES.

7.1. The Mediator and the Parties may be liable for illegal disclosure of confidential information, illegal storage, dissemination, destruction or other illegal actions with confidential personal information, invasion of privacy, forgery and / or use of forged documents, as well as for any other illegal actions and inaction for which liability is established by law.

7.2. The mediator shall not be liable if the Parties fail to reach a settlement. The mediator shall not be liable for non-performance of the agreement.

7.3. The Parties understand that in case the Party claims against the Mediator for non-fulfillment or improper fulfillment of the terms of the mediation agreement, the Mediator is released from the obligation to keep confidential information within the limits necessary to protect his/her rights and interests. In this case, the court, other bodies or officials who consider the claims of the Party to the Mediator or who became aware of such claims, are obliged to take measures to prevent access of third parties to confidential information and its disclosure.

7.4. All disputes between the Parties and the Mediator will be resolved through negotiations. In case of impossibility to resolve disputes through negotiations, all disputes are resolved in court.

8. MISCELLANEOUS.

8.1. This Agreement shall enter into force upon signature by the Parties and the Mediator.

8.2. This Agreement is drawn up in English in four copies; each of its copies has the same legal force. One of its

copies remains in the affairs of the Mediator, the others are issued to each of the Parties.

8.3. We, the Parties, confirm that this agreement corresponds to our real intentions and is not a fictitious transaction, is concluded by us in accordance with our true will, without any use of physical or mental pressure and on favorable terms and is not the result due to difficult circumstances, the agreement is concluded by us without deception or concealment of facts that are significant, we equally understand the meaning, terms of the agreement, its nature and legal consequences, we really want the occurrence of all the legal consequences created by this agreement, and the agreement defines all the essential conditions, as evidenced by our personal signatures on the agreement.

8.4. The Parties confirm that they have agreed and do not have any comments, additions or contradictions regarding the terms of this agreement.

9. DETAILS AND SIGNATURES OF THE PARTIES AND THE MEDIATOR.

9.1. The parties and the mediator are obliged to notify each other in writing of the change in their details within three calendar days from the date of such change. In case of non-compliance with the requirements of this paragraph, all payments, notices and letters sent according to the details specified in this agreement before the change, are considered duly made.

9.2. Details of the Parties:

MARTIN SHWIMMER, date of birth – 13.08.1966,
place of residence: 444 Follner Str., apartment 67F, Hamburg,

account №UBB532746253746253472 in the Joint-Stock Company "BANK".

MARTA SHWIMMER, date of birth – 11.05.1971, place of residence: 9/3 Stepper Str., Hamburg, account № UBB532746253746253472 in the Joint-Stock Company "BANK".

KINNER USERHEIM, date of birth – 09.09.1967, place of residence: 13 Buch Str., apartment #24, Hamburg, account № UBB532746277777253472 in the Joint-Stock Company "BANK".

Details of the Mediator:

VALENTINA STANICH, office location: 8 Gross Str., office 55, Hamburg, mediation certificate #333444, issued by authority #8888, date of issuance – 12.07.2020, account №WDB5327777733333253472 in the Joint-Stock Company "BANK".

In witness whereof the above-named Parties and the Mediator have signed the present Agreement as of the date first above written.

Signatures:

Party: _____

Party: _____

Party: _____

Mediator: _____

**4. Sample mediation agreement, concluded
by the parties to the conflict (dispute) with
the participation of individual and legal entity
(commercial litigation) over non-compliance
with the obligation to supply goods.**

Mediation agreement

This mediation agreement is made and affective in Athens
(Greece) on March 24, 2022.

We, **MARTIN BORELLA**, date of birth – 13.08.1966,
place of residence: 444 Satrij Hrbtov Str., apartment 67F,
Athens, and “**BAY BELL**” Limited Liability Company,
location: 9/3 Santa Polonia Str., Athens, Greece, company
registration number 66666777, represented by Director
Columbus Pray Donald, date of birth – 13.03.1953,
hereinafter the “**Parties**”, and **VALENTINA STANICH**,
office location: 8 Amesta Str., office 55, Athens, mediation
certificate #333444, issued by authority #8888, date of
issuance – 12.07.2020, hereinafter the “**Mediator**”,

acting voluntarily, in accordance with our own free will,
which corresponds to our inner will, with common sense and
clear memory, understanding the meaning of our actions,
previously acquainted with the requirements of the law on
the invalidity of transactions,

entered into this agreement on the following:

**1. GENERAL INFORMATION ON CONFLICT
(DISPUTE) AND MEDIATION.**

1.1. Under this agreement, the Parties have agreed to apply the mediation procedure to a conflict (dispute) that arose in connection with the non-fulfillment by "BAY BELL" Limited Liability Company of obligations under the contract №334/2 concluded by the Parties on 12 February 2022 for the supply of lamps AA54655 in the amount of 78 pieces. Under the above-mentioned supply contract, MARTIN BORELLA was obliged to pay 780 (seven hundred and eighty) euros 00 euro cents to "BAY BELL" Limited Liability Company within three banking days, and "BAY BELL" Limited Liability Company was obliged to supply lamps AA54655 in the amount of 78 pieces and deliver them to the address of residence of MARTIN BORELLA within three months from the date of payment.

On February 15, 2022, MARTIN BORELLA fulfilled his obligations under the supply contract №334/2 dated February 12, 2022 and paid the specified amount to the account of "BAY BELL" Limited Liability Company, as confirmed by cash order (check) №132453 dated February 15, 2022. Instead, "BAY BELL" Limited Liability Company failed to fulfill its obligations under the supply contract №334/2 of 12 February 2002 and did not supply any lamp to MARTIN BORELLA.

The case on the claim of MARTIN BORELLA to "BAY BELL" Limited Liability Company for recovery of paid funds is considered by the District Court of Athens (case №315356/564-12, proceedings №73648273648273).

The Parties understand that mediation is an agreement-reaching process in which the Mediator assists the Parties to reach agreement in a collaborative, consensual and informed

manner. The Parties understand that the Mediator has no power to decide disputed issues for the Parties.

1.2. The mediation procedure is used to reach an out-of-court agreement between the Parties to return the funds paid by MARTIN BORELLA and pay reasonable compensation to MARTIN BORELLA for failure to fulfill obligations under the supply contract №334/2 dated 12.02.2022. The Parties agreed to assist each other in establishing a dialogue and working out a compromise in addressing these issues.

The Parties are informed that they may reconcile, including through mediation, at any stage of the proceedings. The result of the agreement of the Parties may be formalized by settlement agreement or in another form prescribed by law.

As a result of mediation, the Parties seek to conclude an agreement, which enshrines the agreed following conditions: refund of all funds paid under the supply contract №334/2, payment of a reasonable amount of compensation for non-fulfillment of obligations under the supply contract №334/2 dated 12.02.2022. The amount of compensation, terms and procedure for payment of the above amounts of funds must be agreed by the Parties and enshrined in the agreement resulting the mediation.

At the request of the Parties other issues may be settled in the agreement, which is concluded as a result of mediation.

The Parties reaffirm their good faith intention to complete the mediation procedure by the agreement mentioned above.

1.3. The Parties independently and voluntarily selected Valentina Stanich as a mediator for the mediation procedure.

By signing this agreement, the Parties confirm that none of them has any objections to hold the mediation procedure by the Mediator.

The Parties are aware that mediation is voluntary and that any party may withdraw from or suspend the mediation at any time and for any reason.

The Parties are also aware that the Mediator may suspend or terminate the mediation at any time if he/she believes that the mediation will lead to an unfair or unreasonable result, if the mediator believes that he/she has reached a dead end, or if the mediator determines that he/she can no longer effectively perform its role of facilitator.

1.4. By agreement of the Parties, the mediation shall take place in the city of Athens and shall continue until the purpose set forth in paragraph 1.2. of this agreement is achieved, but not longer than 1 month from the date of conclusion of this agreement. In case of failure of the Parties to agree on all issues specified in paragraph 1.2. of this agreement, within this period, this mediation agreement will be terminated automatically.

At the request of the Parties in case of failure of the Parties to agree on all issues specified in paragraph 1.2. of this agreement, they may amend this agreement or enter into a new mediation agreement.

1.5. The Parties agreed that the mediation will be conducted in English. All documents drawn up by the Parties in the mediation process will be presented in English.

The Parties confirm that they are fluent in English and do not require the participation of an interpreter in the mediation process.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES.

2.1. Rights of the Parties.

The Parties have the right to:

- 1) elect a mediator (mediators) by mutual consent;
- 2) determine the terms of the mediation agreement;
- 3) involve other participants in mediation by mutual consent;
- 4) refuse the assistance of the mediator (mediators) and choose another mediator (mediators);
- 5) refuse to participate in mediation at any time;
- 6) in case of non-performance or improper performance of the agreement based on the results of the mediation, apply to the court, arbitration court, international commercial arbitration in the manner prescribed by law;
- 7) involve an expert, translator, defense counsel and other persons determined by agreement of the Parties.

The law and the mediation agreement may determine other rights of the Parties.

2.2. Obligations of the Parties.

The Parties are obliged to:

- 1) comply with the requirements of the law, the mediation agreement and the rules of mediation;
- 2) execute the agreement resulting from mediation in the manner and terms established by such agreement;
- 3) provide the mediator and each other with reliable information and documents necessary to achieve the goal defined in paragraph 1.2. of this agreement;
- 4) perform other duties specified by the law.

While participating in the mediation process, each of the Parties undertakes not to commence or continue any legal action against the other Party on issues that the Parties are trying to resolve through mediation.

2.3. Rights and obligations of the Mediator.

The Mediator has the right to:

1) determine the methodology of mediation independently, subject to compliance with the requirements of the law, the rules of mediation and the rules of professional ethics of the mediator;

2) receive from the parties to the conflict (dispute) information about such conflict (dispute) to the extent necessary and sufficient for mediation, request and receive from the parties to the mediation any information and documents necessary to ensure the mediation procedure;

3) reimburse the costs incurred in preparation for and conduct mediation, as well as the costs of services for the preparation of mediation and / or its implementation in the amount and form provided by the mediation agreement, mediation rules or legislation;

4) collect and disseminate depersonalized information on the number, duration and effectiveness of mediations conducted by the Mediator;

5) provide consultations and recommendations to the Parties on the procedure for conducting mediation and recording its results;

6) refuse to participate in the mediation.

The law, the mediation agreement or the rules of mediation may provide for other rights of the mediator.

The Mediator is obliged to:

1) prepare for mediation and conduct it in accordance with the law, the rules of mediation and norms of professional ethics of the mediator;

2) not to disclose information that became known to the Mediator during the preparation and conduct of mediation;

3) inform the Parties before and during the mediation about personal circumstances, the mediator's relationship with one of the parties in any field other than mediation, a

conflict of interest that may raise reasonable doubts about mediator's neutrality, independence and impartiality. In this case, the mediator may conduct mediation only with the written consent of all the Parties and in accordance with his/her inner conviction that he/she adheres to the mediator's neutrality, independence and impartiality principles;

4) terminate mediation in the event of a conflict between the personal interests and responsibilities of the mediator, which may affect his/her neutrality, independence and impartiality during the mediation, as well as in the presence of other circumstances that prevent his/her participation or require termination of his/her participation in mediation;

5) inform the Parties and other participants in mediation about their rights and responsibilities, principles and rules of mediation, structure of mediation procedure, possibility to consult relevant specialists (experts), consequences of concluding a mediation agreement and / or agreement on mediation results in writing or orally, as well as their professional experience and competence;

6) manage the mediation procedure;

7) improve his/her professional level;

8) be an impartial person who helps the Parties to the conflict (dispute) to communicate, reach an understanding and negotiate;

9) adhere to the norms of professional ethics of the mediator;

10) perform other duties provided by the law and other legal acts, the mediation agreement or the rules of mediation.

The Mediator's obligations are the same for all the Parties.

The mediator confirms and guarantees that he/she is neutral in relation to the Parties and independent of the

Parties, public authorities, local governments, their officials, other individuals and legal entities, he/she does not combine the function of mediator with the function of the Party in one conflict (dispute), he/she does not have any conflicts of interest or other obstacles to the objective and independent performance of the mediator's duties.

The Mediator shall accept to conduct the procedure solely if able to guarantee his/her own independence, impartiality and neutrality.

The Mediator has no right to:

- 1) provide the Parties with consultations and recommendations on decision-making on the merits of the conflict (dispute);
- 2) give legal advice;
- 3) make decisions on the merits of the conflict (dispute) between the Parties;
- 4) take the side of one of the Parties to the conflict (dispute), pay more attention to either Party or take any action that indicates the bias of the mediator.

During the mediation procedure, the Mediator shall be obligated to comply with the opinion of each of the disputants.

The Mediator may not communicate to the other participants in the process any circumstances concerning solely one of the disputants without the consent of the said disputant.

The Mediator shall ensure that he/she has the appropriate competence and training to conduct the mediation procedure at the appropriate level.

2.4. The Parties shall endeavor to assist each other in reaching an agreement, to establish a dialogue, and to take all possible steps to achieve the objective set out in paragraph 1.2. of this agreement.

2.5. The Parties are aware that participation in mediation cannot be considered a confession of guilt, a confession of claims or a waiver of claims.

2.6. The parties independently determine the list of issues to be discussed, options for resolving the conflict (dispute), the content of the agreement resulting from mediation, terms and methods of its implementation, other issues related to the conflict (dispute) and mediation.

The Parties may, if necessary, involve other participants (experts, advocates, representatives, translators, etc.) who can provide advice and recommendations to the parties to the mediation, but the decision is made exclusively by the Parties.

2.7. The Parties understand that mediation is not a substitute for independent legal advice. The Parties are encouraged to secure such advice throughout the mediation process and are strongly advised to obtain independent legal review of any mediated agreement before signing that agreement.

The Parties understand that the Mediator's objective is to facilitate the participants themselves reaching their most constructive and fairest agreement. The Parties also understand that the Mediator has an obligation to work on behalf of each Party equally and that the Mediator cannot render individual legal advice to any Party.

3. CONTRACT AMOUNT AND PAYMENT PROCEDURE.

3.1. By agreement of the Parties, the cost of paying for the services of the Mediator and the costs of preparing for and conducting mediation is 10,000 (ten thousand) euros

00 eurocents. The Parties will pay the above-mentioned Mediator services and other costs equally.

Payment of this amount is as follows: 50% is paid by the Parties within three working days from the date of signing this agreement, the rest - within three working days after the conclusion of the agreement specified in paragraph 1.2. of this agreement.

If the agreement specified in paragraph 1.2. of this agreement, will not be concluded or mediation will be terminated early due to the mediator's refusal to participate in mediation or if the Mediator is declared incompetent or is convicted for criminal offenses at public law, the remaining amount is not paid.

In case of early termination of mediation for other reasons, including on the grounds of refusal of either or both Parties to participate in mediation, the remaining amount shall be paid to the Mediator within three days from the date of such refusal.

3.2. In the event of additional actual costs incurred by the Mediator (travel expenses, copying, postage, long-distance phone calls, etc.) in the mediation process, the Parties shall reimburse the mediator for all such expenses in full, in equal parts to each of the Parties.

3.3. By agreement of the Parties, payment under this agreement is made by non-cash transfer of the amount specified in paragraph 3.1. and/or 3.2., to the account of the Mediator specified in section 7 of this agreement.

3.4. Should payment not be timely made, the Mediator may, at his/her sole discretion, stop all work on behalf of the Parties, including the drafting and/or distribution of the Parties' agreement, and withdraw from the mediation.

4. CONFIDENTIALITY.

4.1. The Parties and the Mediator understand that the mediation shall be strictly confidential.

The Mediator and the Parties shall not disclose confidential information received by them in connection with the implementation of this Agreement and the mediation procedure.

The following information is confidential unless otherwise provided by law or if all the Parties have not agreed otherwise in writing: all information that became known to the Mediator or / and to the Parties during the preparation for mediation and mediation, including the proposal and readiness of the Parties to the conflict (dispute) to participate in mediation, facts and circumstances, judgments and proposals of the parties to mediation to resolve the conflict (dispute), the results of mediation.

In case of involvement any other persons (expert, translator, etc.) in the mediation process, the provisions of this paragraph will apply to these persons involved.

4.2. If the Mediator has received confidential information from one of the Parties, he/she may disclose such information to the other Party (Parties) only with the consent of the Party who provided such information.

4.3. The Parties further agree to not call the Mediator to testify concerning the mediation or to provide any materials from the mediation in any court proceeding between the Parties.

The mediation is considered by the Parties and the Mediator as settlement negotiations.

4.4. The Parties understand the Mediator has an ethical responsibility to break confidentiality if s/he suspects a party or another person may be in danger of physical harm.

4.5. Each Party agrees to fully and honestly disclose all relevant information and writings as requested by the Mediator and all information requested by any other Party of the mediation if the Mediator determines that the disclosure is relevant to the mediation discussions.

4.6. The Mediator may not be interrogated as witness regarding circumstances which have been confided to him/her by the Parties and which are relevant to the resolution of the dispute that is the subject of the mediation, unless having received the explicit consent of the confiding Party.

4.7. An exception to mediation confidentiality is allowed where:

1. this is necessary for the purposes of criminal proceedings, other court proceedings or in relation to the protection of public order;

2. this is required in order to ensure the protection of the best interests of children or to prevent harm to the physical or psychological integrity of a person;

3. disclosure of the content of the agreement resulting from mediation is necessary in order to implement or enforce that agreement.

5. MEDIATION PROCESS.

5.1. Prior to conduct of the mediation process, the Mediator shall inform the Parties of the essence of mediation, its principles and of the consequences thereof and shall require the written or oral consent of the said Parties to participation.

5.2. Upon performance the mediation process, the Mediator may schedule separate meetings (caucuses) with

each of the Parties, with due respect for the equal rights thereof to participation in the process.

In this case such "caucus" shall be confidential between the Mediator and the individual mediating Party unless they agree otherwise.

5.3. The Mediator may convene separate meetings (caucuses) with each Party before the mediation meeting to:

- obtain background information about the Parties, the Parties' relationship, events since the change in the Parties' relationship, any information about the dispute and its circumstances;
- ascertain the views of each Party on the nature of the conflict;
- determine whether the mediation meeting will be held in person, by teleconference, by videoconference or by other means;
- pre-define for him/herself the main issues, the topics that can be discussed in the mediation process;
- assess the possibility of performance of the mediation process taking into account the psychological state and relationship of the Parties;
- clarify any other circumstances, legal and technical issues that are important to clarify the nature of the conflict and to perform the mediation process.

5.4. The mediation meeting will involve the Parties in joint session with the Mediator, although separate meetings may be held between the Mediator and a Party.

5.5. The Parties agree that the Mediator may discuss the Parties' mediation process with any attorney any Party may retain as individual counsel. Such discussions will not include any negotiations, as all mediation negotiations must involve all the Parties directly. The Mediator will provide

copies of correspondence, draft agreements, and written documentation to independent legal counsel at a Party's request.

5.6. The mediation process is carried out using the methods of conflict resolution, negotiation techniques and other techniques, which are determined by the Mediator him/herself. The mediator manages the mediation process at his / her own discretion in such a way as to best promote the establishment of relations between the Parties and reconciliation.

6. AMENDMENT AND TERMINATION OF THE CONTRACT.

6.1. This Agreement may be amended by agreement of all the Parties and the Mediator. To amend this Agreement, the Parties and the Mediator shall enter into a mutual agreement to amend in writing.

6.2. Mediation and this agreement shall be terminated:

1) by mutual agreement between the Parties based on the results of mediation;

2) by expiration of the mediation period and / or the validity of the mediation agreement;

3) upon withdrawal of one of the Parties or the Mediator;

4) in case of declaring the Party or the Mediator (Mediators) incapable, as well as in case of conviction of the Mediator for committing a crime, and his/her inability to hold the position of the Mediator;

5) in case of death of a natural person who is a party to mediation or liquidation of a legal entity that is a party to mediation;

6) in other cases in accordance with the law and the rules of mediation.

6.3. Termination of mediation and this agreement on the grounds specified in subparagraph 3 of paragraph 6.2. of this agreement is carried out in the following order: the Party wishing to refuse to participate in mediation sends to the other Parties to this agreement and the Mediator a written notice of refusal to participate in mediation (notice must be sent by registered mail with confirmation of delivery of the postal item).

The contract and the mediation are considered terminated after 3 (three) working days from the date of receipt of this letter by all the Parties to this agreement and the Mediator or after 3 (three) working days from the date of refusal to receive the shipment, or after 3 (three) working days from the date of its return because of the expiration of the storage period.

The contract and the mediation are considered terminated on other grounds from the date of the relevant circumstances.

6.4. The Mediation and this agreement may be terminated early by termination of this agreement by agreement of the parties. Termination of this agreement is carried out by concluding an agreement on termination in writing.

6.5. Upon termination of the mediation process, a pending proceeding that has been suspended shall be resumed in accordance with the provisions of the law.

7. RESPONSIBILITY OF THE PARTIES.

7.1. The Mediator and the Parties may be liable for illegal disclosure of confidential information, illegal storage, dissemination, destruction or other illegal actions with confidential personal information, invasion of privacy,

forgery and / or use of forged documents, as well as for any other illegal actions and inaction for which liability is established by law.

7.2. The mediator shall not be liable if the Parties fail to reach a settlement. The mediator shall not be liable for non-performance of the agreement.

7.3. The Parties understand that in case the Party claims against the Mediator for non-fulfillment or improper fulfillment of the terms of the mediation agreement, the Mediator is released from the obligation to keep confidential information within the limits necessary to protect his/her rights and interests. In this case, the court, other bodies or officials who consider the claims of the Party to the Mediator or who became aware of such claims, are obliged to take measures to prevent access of third parties to confidential information and its disclosure.

7.4. All disputes between the Parties and the Mediator will be resolved through negotiations. In case of impossibility to resolve disputes through negotiations, all disputes are resolved in court.

8. MISCELLANEOUS.

8.1. This Agreement shall enter into force upon signature by the Parties and the Mediator.

8.2. This Agreement is drawn up in English in triplicate; each of its copies has the same legal force. One of its copies remains in the affairs of the Mediator, the others are issued to each of the Parties.

8.3. We, the Parties, confirm that this agreement corresponds to our real intentions and is not a fictitious transaction, is concluded by us in accordance with our

true will, without any use of physical or mental pressure and on favorable terms and is not the result due to difficult circumstances, the agreement is concluded by us without deception or concealment of facts that are significant, we equally understand the meaning, terms of the agreement, its nature and legal consequences, we really want the occurrence of all the legal consequences created by this agreement, and the agreement defines all the essential conditions, as evidenced by our personal signatures on the agreement.

8.4. The Parties confirm that they have agreed and do not have any comments, additions or contradictions regarding the terms of this agreement.

9. DETAILS AND SIGNATURES OF THE PARTIES AND THE MEDIATOR.

9.1. The parties and the mediator are obliged to notify each other in writing of the change in their details within three calendar days from the date of such change. In case of non-compliance with the requirements of this paragraph, all payments, notices and letters sent according to the details specified in this agreement before the change, are considered duly made.

9.2. Details of the Parties:

MARTIN BORELLA, date of birth – 13.08.1966, place of residence: 444 Satrij Hrbítov Str., apartment 67F, Athens, account №UBB532746253746253472 in the Joint-Stock Company "BANK".

“BAY BELL” Limited Liability Company, location: 9/3 Santa Polonia Str., Athens, Greece, company registration number 66666777, represented by Director Columbus Pray Donald, date of birth – 13.03.1953, account №

UBB532746253746253472 in the Joint-Stock Company "BANK".

Details of the Mediator:

VALENTINA STANICH, office location: 8 Amesta Str., office 55, Athens, mediation certificate #333444, issued by authority #8888, date of issuance – 12.07.2020, account №WDB53277773333253472 in the Joint-Stock Company "BANK".

In witness whereof the above-named Parties and the Mediator have signed the present Agreement as of the date first above written.

Signatures:

Party: _____

Party: _____

Mediator: _____

**5. Sample agreement concluded between
the participants of the traffic accident and
the mediator on mediation to reconcile
the perpetrator with the victim and
compensation for damage caused
by the accident.**

Mediation agreement

This mediation agreement is made and affective
in Rome (Italy) on March 27, 2022.

We, **MARTIN BORELLA**, date of birth – 13.08.1966,
place of residence: 444 Bartolo Str., apartment 67F, Rome,
and **KHRISTINA-MARIA HOLOLA**, date of birth –
10.09.1980, place of residence: 44/11 Molla Str., apartment
9, Rome, hereinafter the "**Parties**", and **VALENTINA
STANICH**, office location: 8 Adastra Str., office 55, Rome,
mediation certificate #333444, issued by authority #8888,
date of issuance – 12.07.2020, hereinafter the "**Mediator**",
acting voluntarily, in accordance with our own free will,
which corresponds to our inner will, with common sense and
clear memory, understanding the meaning of our actions,
previously acquainted with the requirements of the law on
the invalidity of transactions,

entered into this agreement on the following:

**1. GENERAL INFORMATION ON CONFLICT
(DISPUTE) AND MEDIATION.**

1.1. Under this agreement, the Parties have agreed to apply the mediation procedure to resolve the conflict between MARTIN BORELLA and KHRISTINA-MARIA HOLOLA, which arose in connection with a traffic accident that occurred on 19.01.2022 on Vinogra Avenue in Rome at 14 hours 15 minutes, namely:

MARTIN BORELLA, driving his car Range Rover Evoque (registration number AA5566, VIN number HDFJG372938JSDHF), driving into the parking lot in the yard of house 16b on Vinogra Avenue in Rome, has collided with a car Mazda CX-5 (registration number BP6667, VIN number JDFDJF3746573653478), damaging the door and the right side of the car. There was KHRISTINA-MARIA HOLOLA inside the car Mazda CX-5.

Range Rover Evoque, registration number AA5566, VIN number HDFJG372938JSDHF, belongs to MARTIN BORELLA on the basis of the registration certificate of the vehicle AAA555555, issued by the body 8080 on 14.01.2021.

The Mazda CX-5, registration number BP6667, VIN number JDFDJF3746573653478, belongs to KHRISTINA-MARIA HOLOLA on the basis of registration certificate of the vehicle OOO555555, issued by the body 8888 on 14.05.2021.

On the fact of the above-mentioned traffic accident Costa P., Police Inspector, has drawn up a report on the administrative offence #33333 of 19.01.2022. Consideration of the case of the above-mentioned traffic accident will take place in the District Court of Rome on April 12, 2022, case №4532542/6734, proceedings №634273/857648.

According to the invoice 342345124, issued by the service station "Mazda Repair" on 24.01.2022, the cost of repairing the car Mazda CX-5, registration number BP6667, VIN number JDFDJF3746573653478, and its recovery after the a above-mentioned traffic accident is 9600 (nine thousand six hundred) euro 00 euro cents.

1.2. Under this agreement, the Parties have agreed to conduct a mediation procedure to resolve the conflict between them, which arose in connection with the above-mentioned traffic accident, to achieve reconciliation and compensation for damage. The Parties agreed to assist each other in establishing a dialogue and working out a compromise in addressing these issues.

The Parties understand that mediation is an agreement-reaching process in which the Mediator assists the Parties to reach agreement in a collaborative, consensual and informed manner. The Parties understand that the Mediator has no power to decide disputed issues for the Parties.

The Parties are informed that they may reconcile, including through mediation, at any stage of the proceedings. The result of the agreement of the Parties may be formalized by settlement agreement or in another form prescribed by law.

As a result of the mediation, the Parties seek to conclude an agreement, which enshrines the agreed following conditions:

- Payment of damages to KHRISTINA-MARIA HOLOLA in the amount 9600 (nine thousand six hundred) euro 00 euro cents as compensation for the damage caused by the above-mentioned traffic accident;
- Payment to KHRISTINA-MARIA HOLOLA the amount of funds agreed by the Parties, which must be

determined in the agreement resulting the mediation, as compensation for non-pecuniary damage caused by the above-mentioned traffic accident;

- Obligation of to KHRISTINA-MARIA HOLOLA to submit to the court a written statement or other written confirmation of the fact of full compensation by MARTIN BORELLA for the damage caused and the absence of any claims of KHRISTINA-MARIA HOLOLA to MARTIN BORELLA regarding the above-mentioned traffic accident.

At the request of the Parties other issues may be settled in the agreement, which is concluded as a result of mediation.

The Parties reaffirm their good faith intention to complete the mediation procedure by the agreement mentioned above.

The Parties are aware that sincere remorse of the perpetrator and voluntary compensation for damages or elimination of the damage caused are mitigating circumstances for the administrative offense.

1.3. The Parties independently and voluntarily selected Valentina Stanich as a mediator for the mediation procedure.

By signing this agreement, the Parties confirm that none of them has any objections to hold the mediation procedure by the Mediator.

The Parties are aware that mediation is voluntary and that any party may withdraw from or suspend the mediation at any time and for any reason.

The Parties are also aware that the Mediator may suspend or terminate the mediation at any time if he/she believes that the mediation will lead to an unfair or unreasonable result, if the mediator believes that he/she has reached a dead end, or if the mediator determines that he/she can no longer effectively perform its role of facilitator.

1.4. By agreement of the Parties, the mediation shall take place in the city of Rome and shall continue until the purpose set forth in paragraph 1.2. of this agreement is achieved, but not longer than 1 month from the date of conclusion of this agreement. In case of failure of the Parties to agree on all issues specified in paragraph 1.2. of this agreement, within this period, this mediation agreement will be terminated automatically.

At the request of the Parties in case of failure of the Parties to agree on all issues specified in paragraph 1.2. of this agreement, they may amend this agreement or enter into a new mediation agreement.

1.5. The Parties agreed that the mediation will be conducted in English. All documents drawn up by the Parties in the mediation process will be presented in English.

The Parties confirm that they are fluent in English and do not require the participation of an interpreter in the mediation process.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES.

2.1. Rights of the Parties.

The Parties have the right to:

- 1) elect a mediator (mediators) by mutual consent;
- 2) determine the terms of the mediation agreement;
- 3) involve other participants in mediation by mutual consent;
- 4) refuse the assistance of the mediator (mediators) and choose another mediator (mediators);
- 5) refuse to participate in mediation at any time;
- 6) in case of non-performance or improper performance of the agreement based on the results of the mediation, apply

to the court, arbitration court, international commercial arbitration in the manner prescribed by law;

7) involve an expert, translator, defense counsel and other persons determined by agreement of the Parties.

The law and the mediation agreement may determine other rights of the Parties.

2.2. Obligations of the Parties.

The Parties are obliged to:

1) comply with the requirements of the law, the mediation agreement and the rules of mediation;

2) execute the agreement resulting from mediation in the manner and terms established by such agreement;

3) provide the mediator and each other with reliable information and documents necessary to achieve the goal defined in paragraph 1.2. of this agreement;

4) perform other duties specified by the law.

While participating in the mediation process, each of the Parties undertakes not to commence or continue any legal action against the other Party on issues that the Parties are trying to resolve through mediation.

2.3. Rights and obligations of the Mediator.

The Mediator has the right to:

1) determine the methodology of mediation independently, subject to compliance with the requirements of the law, the rules of mediation and the rules of professional ethics of the mediator;

2) receive from the parties to the conflict (dispute) information about such conflict (dispute) to the extent necessary and sufficient for mediation, request and receive from the parties to the mediation any information and documents necessary to ensure the mediation procedure;

3) reimburse the costs incurred in preparation for and conduct mediation, as well as the costs of services for the preparation of mediation and / or its implementation in the amount and form provided by the mediation agreement, mediation rules or legislation;

4) collect and disseminate depersonalized information on the number, duration and effectiveness of mediations conducted by the Mediator;

5) provide consultations and recommendations to the Parties on the procedure for conducting mediation and recording its results;

6) refuse to participate in the mediation.

The law, the mediation agreement or the rules of mediation may provide for other rights of the mediator.

The Mediator is obliged to:

1) prepare for mediation and conduct it in accordance with the law, the rules of mediation and norms of professional ethics of the mediator;

2) not to disclose information that became known to the Mediator during the preparation and conduct of mediation;

3) inform the Parties before and during the mediation about personal circumstances, the mediator's relationship with one of the parties in any field other than mediation, a conflict of interest that may raise reasonable doubts about mediator's neutrality, independence and impartiality. In this case, the mediator may conduct mediation only with the written consent of all the Parties and in accordance with his/her inner conviction that he/she adheres to the mediator's neutrality, independence and impartiality principles;

4) terminate mediation in the event of a conflict between the personal interests and responsibilities of the mediator, which may affect his/her neutrality, independence and

impartiality during the mediation, as well as in the presence of other circumstances that prevent his/her participation or require termination of his/her participation in mediation;

5) inform the Parties and other participants in mediation about their rights and responsibilities, principles and rules of mediation, structure of mediation procedure, possibility to consult relevant specialists (experts), consequences of concluding a mediation agreement and / or agreement on mediation results in writing or orally, as well as their professional experience and competence;

6) manage the mediation procedure;

7) improve his/her professional level;

8) be an impartial person who helps the Parties to the conflict (dispute) to communicate, reach an understanding and negotiate;

9) adhere to the norms of professional ethics of the mediator;

10) perform other duties provided by the law and other legal acts, the mediation agreement or the rules of mediation.

The Mediator's obligations are the same for all the Parties.

The mediator confirms and guarantees that he/she is neutral in relation to the Parties and independent of the Parties, public authorities, local governments, their officials, other individuals and legal entities, he/she does not combine the function of mediator with the function of the Party in one conflict (dispute), he/she does not have any conflicts of interest or other obstacles to the objective and independent performance of the mediator's duties.

The Mediator shall accept to conduct the procedure solely if able to guarantee his/her own independence, impartiality and neutrality.

The Mediator has no right to:

- 1) provide the Parties with consultations and recommendations on decision-making on the merits of the conflict (dispute);
- 2) give legal advice;
- 3) make decisions on the merits of the conflict (dispute) between the Parties;
- 4) take the side of one of the Parties to the conflict (dispute), pay more attention to either Party or take any action that indicates the bias of the mediator.

During the mediation procedure, the Mediator shall be obligated to comply with the opinion of each of the disputants.

The Mediator may not communicate to the other participants in the process any circumstances concerning solely one of the disputants without the consent of the said disputant.

The Mediator shall ensure that he/she has the appropriate competence and training to conduct the mediation procedure at the appropriate level.

2.4. The Parties shall endeavor to assist each other in reaching an agreement, to establish a dialogue, and to take all possible steps to achieve the objective set out in paragraph 1.2. of this agreement.

2.5. The Parties are aware that participation in mediation cannot be considered a confession of guilt, a confession of claims or a waiver of claims.

2.6. The parties independently determine the list of issues to be discussed, options for resolving the conflict (dispute), the content of the agreement resulting from mediation, terms and methods of its implementation, other issues related to the conflict (dispute) and mediation.

The Parties may, if necessary, involve other participants (experts, advocates, representatives, translators, etc.) who can provide advice and recommendations to the parties to the mediation, but the decision is made exclusively by the Parties.

2.7. The Parties understand that mediation is not a substitute for independent legal advice. The Parties are encouraged to secure such advice throughout the mediation process and are strongly advised to obtain independent legal review of any mediated agreement before signing that agreement.

The Parties understand that the Mediator's objective is to facilitate the participants themselves reaching their most constructive and fairest agreement. The Parties also understand that the Mediator has an obligation to work on behalf of each Party equally and that the Mediator cannot render individual legal advice to any Party.

3. CONTRACT AMOUNT AND PAYMENT PROCEDURE.

3.1. By agreement of the Parties, the cost of paying for the services of the Mediator and the costs of preparing for and conducting mediation is 10,000 (ten thousand) euros 00 eurocents. The Parties will pay the above-mentioned Mediator services and other costs equally.

Payment of this amount is as follows: 50% is paid by the Parties within three working days from the date of signing this agreement, the rest - within three working days after the conclusion of the agreement specified in paragraph 1.2. of this agreement.

If the agreement specified in paragraph 1.2. of this agreement, will not be concluded or mediation will be

terminated early due to the mediator's refusal to participate in mediation or if the Mediator is declared incompetent or is convicted for criminal offenses at public law, the remaining amount is not paid.

In case of early termination of mediation for other reasons, including on the grounds of refusal of either or both Parties to participate in mediation, the remaining amount shall be paid to the Mediator within three days from the date of such refusal.

3.2. In the event of additional actual costs incurred by the Mediator (travel expenses, copying, postage, long-distance phone calls, etc.) in the mediation process, the Parties shall reimburse the mediator for all such expenses in full, in equal parts to each of the Parties.

3.3. By agreement of the Parties, payment under this agreement is made by non-cash transfer of the amount specified in paragraph 3.1. and/or 3.2., to the account of the Mediator specified in section 7 of this agreement.

3.4. Should payment not be timely made, the Mediator may, at his/her sole discretion, stop all work on behalf of the Parties, including the drafting and/or distribution of the Parties' agreement, and withdraw from the mediation.

4. CONFIDENTIALITY.

4.1. The Parties and the Mediator understand that the mediation shall be strictly confidential.

The Mediator and the Parties shall not disclose confidential information received by them in connection with the implementation of this Agreement and the mediation procedure.

The following information is confidential unless otherwise provided by law or if all the Parties have not agreed otherwise in writing: all information that became known to the Mediator or / and to the Parties during the preparation for mediation and mediation, including the proposal and readiness of the Parties to the conflict (dispute) to participate in mediation, facts and circumstances, judgments and proposals of the parties to mediation to resolve the conflict (dispute), the results of mediation.

In case of involvement any other persons (expert, translator, etc.) in the mediation process, the provisions of this paragraph will apply to these persons involved.

4.2. If the Mediator has received confidential information from one of the Parties, he/she may disclose such information to the other Party (Parties) only with the consent of the Party who provided such information.

4.3. The Parties further agree to not call the Mediator to testify concerning the mediation or to provide any materials from the mediation in any court proceeding between the Parties.

The mediation is considered by the Parties and the Mediator as settlement negotiations.

4.4. The Parties understand the Mediator has an ethical responsibility to break confidentiality if s/he suspects a party or another person may be in danger of physical harm.

4.5. Each Party agrees to fully and honestly disclose all relevant information and writings as requested by the Mediator and all information requested by any other Party of the mediation if the Mediator determines that the disclosure is relevant to the mediation discussions.

4.6. The Mediator may not be interrogated as witness regarding circumstances which have been confided to him/

her by the Parties and which are relevant to the resolution of the dispute that is the subject of the mediation, unless having received the explicit consent of the confiding Party.

4.7. An exception to mediation confidentiality is allowed where:

1. this is necessary for the purposes of criminal proceedings, other court proceedings or in relation to the protection of public order;
2. this is required in order to ensure the protection of the best interests of children or to prevent harm to the physical or psychological integrity of a person;
3. disclosure of the content of the agreement resulting from mediation is necessary in order to implement or enforce that agreement.

5. MEDIATION PROCESS.

5.1. Prior to conduct of the mediation process, the Mediator shall inform the Parties of the essence of mediation, its principles and of the consequences thereof and shall require the written or oral consent of the said Parties to participation.

5.2. Upon performance the mediation process, the Mediator may schedule separate meetings (caucuses) with each of the Parties, with due respect for the equal rights thereof to participation in the process.

In this case such "caucus" shall be confidential between the Mediator and the individual mediating Party unless they agree otherwise.

5.3. The Mediator may convene separate meetings (caucuses) with each Party before the mediation meeting to:

- obtain background information about the Parties, the Parties' relationship, events since the change in the Parties' relationship, any information about the dispute and its circumstances;

- ascertain the views of each Party on the nature of the conflict;

- determine whether the mediation meeting will be held in person, by teleconference, by videoconference or by other means;

- pre-define for him/herself the main issues, the topics that can be discussed in the mediation process;

- assess the possibility of performance of the mediation process taking into account the psychological state and relationship of the Parties;

- clarify any other circumstances, legal and technical issues that are important to clarify the nature of the conflict and to perform the mediation process.

5.4. The mediation meeting will involve the Parties in joint session with the Mediator, although separate meetings may be held between the Mediator and a Party.

5.5. The Parties agree that the Mediator may discuss the Parties' mediation process with any attorney any Party may retain as individual counsel. Such discussions will not include any negotiations, as all mediation negotiations must involve all the Parties directly. The Mediator will provide copies of correspondence, draft agreements, and written documentation to independent legal counsel at a Party's request.

5.6. The mediation process is carried out using the methods of conflict resolution, negotiation techniques and other techniques, which are determined by the Mediator him/herself. The mediator manages the mediation process at

his / her own discretion in such a way as to best promote the establishment of relations between the Parties and reconciliation.

6. AMENDMENT AND TERMINATION OF THE CONTRACT.

6.1. This Agreement may be amended by agreement of all the Parties and the Mediator. To amend this Agreement, the Parties and the Mediator shall enter into a mutual agreement to amend in writing.

6.2. Mediation and this agreement shall be terminated:

1) by mutual agreement between the Parties based on the results of mediation;

2) by expiration of the mediation period and / or the validity of the mediation agreement;

3) upon withdrawal of one of the Parties or the Mediator;

4) in case of declaring the Party or the Mediator (Mediators) incapable, as well as in case of conviction of the Mediator for committing a crime, and his/her inability to hold the position of the Mediator;

5) in case of death of a natural person who is a party to mediation or liquidation of a legal entity that is a party to mediation;

6) in other cases in accordance with the law and the rules of mediation.

6.3. Termination of mediation and this agreement on the grounds specified in subparagraph 3 of paragraph 6.2. of this agreement is carried out in the following order: the Party wishing to refuse to participate in mediation sends to the other Parties to this agreement and the Mediator a written notice of refusal to participate in mediation (notice must be

sent by registered mail with confirmation of delivery of the postal item).

The contract and the mediation are considered terminated after 3 (three) working days from the date of receipt of this letter by all the Parties to this agreement and the Mediator or after 3 (three) working days from the date of refusal to receive the shipment, or after 3 (three) working days from the date of its return because of the expiration of the storage period.

The contract and the mediation are considered terminated on other grounds from the date of the relevant circumstances.

6.4. The Mediation and this agreement may be terminated early by termination of this agreement by agreement of the parties. Termination of this agreement is carried out by concluding an agreement on termination in writing.

6.5. Upon termination of the mediation process, a pending proceeding that has been suspended shall be resumed in accordance with the provisions of the law.

7. RESPONSIBILITY OF THE PARTIES.

7.1. The Mediator and the Parties may be liable for illegal disclosure of confidential information, illegal storage, dissemination, destruction or other illegal actions with confidential personal information, invasion of privacy, forgery and / or use of forged documents, as well as for any other illegal actions and inaction for which liability is established by law.

7.2. The mediator shall not be liable if the Parties fail to reach a settlement. The mediator shall not be liable for non-performance of the agreement.

7.3. The Parties understand that in case the Party claims against the Mediator for non-fulfillment or improper fulfillment of the terms of the mediation agreement, the Mediator is released from the obligation to keep confidential information within the limits necessary to protect his/her rights and interests. In this case, the court, other bodies or officials who consider the claims of the Party to the Mediator or who became aware of such claims, are obliged to take measures to prevent access of third parties to confidential information and its disclosure.

7.4. All disputes between the Parties and the Mediator will be resolved through negotiations. In case of impossibility to resolve disputes through negotiations, all disputes are resolved in court.

8. MISCELLANEOUS.

8.1. This Agreement shall enter into force upon signature by the Parties and the Mediator.

8.2. This Agreement is drawn up in English in triplicate; each of its copies has the same legal force. One of its copies remains in the affairs of the Mediator, the others are issued to each of the Parties.

8.3. We, the Parties, confirm that this agreement corresponds to our real intentions and is not a fictitious transaction, is concluded by us in accordance with our true will, without any use of physical or mental pressure and on favorable terms and is not the result due to difficult circumstances, the agreement is concluded by us without deception or concealment of facts that are significant, we equally understand the meaning, terms of the agreement, its nature and legal consequences, we really want the occurrence

of all the legal consequences created by this agreement, and the agreement defines all the essential conditions, as evidenced by our personal signatures on the agreement.

8.4. The Parties confirm that they have agreed and do not have any comments, additions or contradictions regarding the terms of this agreement.

9. DETAILS AND SIGNATURES OF THE PARTIES AND THE MEDIATOR.

9.1. The parties and the mediator are obliged to notify each other in writing of the change in their details within three calendar days from the date of such change. In case of non-compliance with the requirements of this paragraph, all payments, notices and letters sent according to the details specified in this agreement before the change, are considered duly made.

9.2. Details of the Parties:

MARTIN BORELLA, date of birth – 13.08.1966, place of residence: 444 Bartolo Str., apartment 67F, Rome, account №UBB532746253746253472 in the Joint-Stock Company "BANK".

KHRISTINA-MARIA HOLOLA, date of birth – 10.09.1980, place of residence: 44/11 Molla Str., apartment 9, Rome, account №UBB532746253746253472 in the Joint-Stock Company "BANK".

Details of the Mediator:

VALENTINA STANICH, office location: 8 Adastra Str., office 55, Rome, mediation certificate #333444, issued by authority #8888, date of issuance – 12.07.2020, account №WDB5327777733333253472 in the Joint-Stock Company "BANK".

In witness whereof the above-named Parties and the Mediator have signed the present Agreement as of the date first above written.

Signatures:

Party: _____

Party: _____

Mediator: _____

6. Sample agreement on amendments to the mediation agreement.

Agreement on amendments to the mediation agreement concluded on November 17, 2021 between MARTIN WOLF, MARGARETH WOLF and VALENTINA STANICH

This agreement is made and affective in Budapest
(Hungary) on March 30, 2022.

We, **MARTIN WOLF**, date of birth – 13.08.1966, place of residence: 555 Plozova Str., apartment 55, Budapest, and **MARGARETH WOLF**, date of birth – 11.05.1971, place of residence: 9/3 Solonska Str., Budapest, hereinafter the "**Parties**", and **VALENTINA STANICH**, office location: 8 Kotovska Str., office 55, Budapest, mediation certificate #333444, issued by authority #8888, date of issuance – 12.07.2020, hereinafter the "**Mediator**",

acting voluntarily, in accordance with our own free will, which corresponds to our inner will, with common sense and clear memory, understanding the meaning of our actions, previously acquainted with the requirements of the law on the invalidity of transactions,

entered into this agreement on the following:

1. The Parties and the Mediator concluded a mediation agreement on November 17, 2021 (hereinafter the "mediation agreement").

In connection with the changes in the details of MARTIN WOLF, the Parties have agreed to express the paragraph 8.2. of the mediation agreement as follows:

“8.2. Details of MARTIN WOLF:

MARTIN WOLF, date of birth – 13.08.1966, place of residence: 555 Plozova Str., apartment 55, Budapest, account №UBB55555555746253472 in the Joint-Stock Company "BANK".

MARGARETH WOLF, date of birth – 11.05.1971, place of residence: 9/3 Solonska Str., Budapest, account №UBB532746253746253472 in the Joint-Stock Company "BANK".

Details of the Mediator:

VALENTINA STANICH, office location: 8 Kotovska Str., office 55, Budapest, mediation certificate #333444, issued by authority #8888, date of issuance – 12.07.2020, account №WDB532777773333253472 in the Joint-Stock Company "BANK".

2. The Parties agreed to leave all other provisions of the mediation agreement unchanged.

3. This agreement is an integral part of the mediation agreement and enters into force upon signing by the Parties.

4. This Agreement is drawn up in English in triplicate; each of its copies has the same legal force. One of its copies remains in the affairs of the Mediator, the others are issued to each of the Parties.

5. We, the Parties, confirm that this agreement corresponds to our real intentions and is not a fictitious transaction, is concluded by us in accordance with our true will, without any use of physical or mental pressure and on favorable terms and is not the result due to difficult circumstances, the agreement is concluded by us without deception or concealment of facts

that are significant, we equally understand the meaning, terms of the agreement, its nature and legal consequences, we really want the occurrence of all the legal consequences created by this agreement, and the agreement defines all the essential conditions, as evidenced by our personal signatures on the agreement.

6. The Parties confirm that they have agreed and do not have any comments, additions or contradictions regarding the terms of this agreement.

In witness whereof the above-named Parties and the Mediator have signed the present Agreement as of the date first above written.

Signatures:

Party: _____

Party: _____

Mediator: _____

7. Sample agreement on termination of the mediation agreement.

Agreement on termination of the mediation agreement concluded on November 17, 2021 between MARTIN WOLF, MARGARETH WOLF and VALENTINA STANICH

This agreement is made and affective in Budapest
(Hungary) on March 30, 2022.

We, **MARTIN WOLF**, date of birth – 13.08.1966, place
of residence: 555 Plozova Str., apartment 55, Budapest, and
MARGARETH WOLF, date of birth – 11.05.1971, place
of residence: 9/3 Solonska Str., Budapest, hereinafter the
"**Parties**", and **VALENTINA STANICH**, office location:
8 Kotovska Str., office 55, Budapest, mediation certificate
#333444, issued by authority #8888, date of issuance –
12.07.2020, hereinafter the "**Mediator**",

acting voluntarily, in accordance with our own free will,
which corresponds to our inner will, with common sense and
clear memory, understanding the meaning of our actions,
previously acquainted with the requirements of the law on
the invalidity of transactions,

entered into this agreement on the following:

1. The Parties agreed to terminate the mediation
agreement by this agreement.

2. By signing this agreement, the Parties confirm that they have no claims against each other regarding the implementation and / or termination of the mediation agreement.

3. In connection with the termination of the mediation agreement, the Mediator does not return to any of the Parties the funds already paid for mediation.

4. This agreement is an integral part of the mediation agreement and enters into force upon signing by the Parties.

The mediation agreement shall cease to be valid from the moment of signing this agreement by all the Parties.

5. This Agreement is drawn up in English in triplicate; each of its copies has the same legal force. One of its copies remains in the affairs of the Mediator, the others are issued to each of the Parties.

6. We, the Parties, confirm that this agreement corresponds to our real intentions and is not a fictitious transaction, is concluded by us in accordance with our true will, without any use of physical or mental pressure and on favorable terms and is not the result due to difficult circumstances, the agreement is concluded by us without deception or concealment of facts that are significant, we equally understand the meaning, terms of the agreement, its nature and legal consequences, we really want the occurrence of all the legal consequences created by this agreement, and the agreement defines all the essential conditions, as evidenced by our personal signatures on the agreement.

7. The Parties confirm that they have agreed and do not have any comments, additions or contradictions regarding the terms of this agreement.

In witness whereof the above-named Parties and the Mediator have signed the present Agreement as of the date first above written.

Signatures:

Party: _____

Party: _____

Mediator: _____

8. Sample of a mediator's refusal to participate in the mediation procedure.

VALENTINA STANICH,
Mediator,
8 Adastra Str., office 55,
Rome, 044444,
Italy

April 04, 2022

To Mr. MARTIN WOLF,
555 Plozova Str., apartment 55,
Budapest, 055555,
Hungary

Dear Mr. Wolf,

It is with the deepest regret that I have to inform you about my refusal to participate in mediation and termination of the mediation procedure from the moment you receive this message.

According to paragraph 5 of the mediation agreement of 12 December 2021, the Mediator may suspend or terminate the mediation at any time if he/she believes that the mediation will lead to an unfair or unreasonable result, if the mediator believes that he/she has reached a dead end, or if the mediator determines that he/she can no longer effectively perform its role of facilitator.

Therefore I have to inform you that it is currently impossible to continue the mediation procedure because, in my opinion, its continuation could lead to an unfair result. For these reason, the mediation procedure is terminated.

If you have any questions about this, you can contact me and I will do my best to help you.

Yours sincerely,
Valentina Stanich

9. Sample agreement on confidentiality and non-disclosure of information.

Agreement on confidentiality and non-disclosure of information

This agreement is made and affective in Budapest
(Hungary) on March 31, 2022.

We, **MARTIN WOLF**, date of birth – 13.08.1966, place of residence: 555 Plozova Str., apartment 55, Budapest, and **MARGARETH WOLF**, date of birth – 11.05.1971, place of residence: 9/3 Solonska Str., Budapest, hereinafter the "**Parties**", and **VALENTINA STANICH**, office location: 8 Kotovska Str., office 55, Budapest, mediation certificate #333444, issued by authority #8888, date of issuance – 12.07.2020, hereinafter the "**Mediator**",

acting voluntarily, in accordance with our own free will, which corresponds to our inner will, with common sense and clear memory, understanding the meaning of our actions, previously acquainted with the requirements of the law on the invalidity of transactions,

entered into this agreement on the following:

1. Under this agreement, the Parties agreed to settle the legal relationship between them during the mediation procedure, which is used to prevent possible conflict (dispute) between the Parties during the division of joint property and

to reach an agreement between the Parties on these issues and to avoid litigation on these issues in the future.

In particular, this agreement regulates the following issues:

- observance by each of the Parties of the regime of non-disclosure of confidential information transmitted by the Parties or the Mediator to each other, which relates to any issue related to the conduct of mediation and dispute resolution, defined in this paragraph of this agreement;

- non-disclosure of any information accessed by any Party to this Agreement, including information contained in documents, copies, photocopies, scanned copies, information provided orally or in writing, electronically, including text messages or any messages through any messengers or other means of communication, as well as in any other form without any restrictions; this paragraph applies without prejudice to any information contained in any form;

- secrecy and non-disclosure of the existence of this agreement, the content of this agreement, the mediation agreement, the conditions of mediation, facts and circumstances, judgments and proposals of the Parties to resolve the conflict (dispute), the content of the mediation agreement, and the content of any other agreements and arrangements, oral or written, or those concluded by the Parties in another form, related to the settlement of the above dispute and / or the mediation;

- non-disclosure of the content of all discussions of any issues, projects, drafts and developments, drawings, plans or models of any documents and proposals developed or discussed in the mediation process, created by either Party and / or the Mediator jointly or severally;

- secrecy and non-disclosure of any other information relating to the mediation procedure and the abovementioned dispute, and shall be deemed to be confidential.

In order to maintain confidentiality, the Parties agree to prohibit the recording of discussion of any issues between them, as well as mediation procedures using any audio and / or video recording devices.

2. The information specified in paragraph 1 of this agreement may be provided by any of the Parties at the reasonable request of the court, law enforcement or other competent authorities in accordance with applicable law.

Implementation of this paragraph is subject to the provisions of paragraph 10 of this agreement.

3. Obligations under this agreement remain in force for the Parties indefinitely.

In case of early termination of the mediation procedure, including by refusal of either Party to mediate, and / or in case of non-settlement of the dispute, or in case of partial settlement of the dispute, the obligations of the Parties under this agreement remain in full.

4. If it is necessary to involve any other persons (experts, translators, lawyers, etc.) in the mediation procedure, an agreement on non-disclosure of confidential information must be concluded with each such person on the same terms and conditions specified in this agreement.

5. The information specified in paragraph 1 of this agreement may be transferred by one of the Parties to this agreement to third parties only with the consent and to the extent agreed by the other Parties to this agreement.

Neither Party may transfer or otherwise assign, in whole or in part, his/her rights and obligations under this Agreement without the prior written consent of the other Party.

It is not considered a violation of this agreement that the Parties keep a copy of this agreement, as well as the Mediator's storage of information provided voluntarily by the Parties or any of the Parties during mediation, preparation for mediation, communication, etc.

6. The Mediator and the Parties may be liable for illegal disclosure of confidential information, illegal storage, dissemination, destruction or other illegal actions with confidential personal information, invasion of privacy, forgery and / or use of forged documents, as well as for any other illegal actions and inaction for which liability is established by law.

The Parties understand that in case the Party claims against the Mediator for non-fulfillment or improper fulfillment of the terms of the mediation agreement, the Mediator is released from the obligation to keep confidential information within the limits necessary to protect his/her rights and interests. In this case, the court, other bodies or officials who consider the claims of the Party to the Mediator or who became aware of such claims, are obliged to take measures to prevent access of third parties to confidential information and its disclosure.

A mediator may not be a witness in a case (proceedings) regarding information that became known to him/her during the preparation for mediation and mediation process.

All disputes between the Parties and the Mediator will be resolved through negotiations. In case of impossibility to resolve disputes through negotiations, all disputes are resolved in court.

10. By signing this agreement, the Parties confirm their understanding of the importance of a contractual settlement

of relations to ensure confidentiality and agree to assume the following responsibilities:

- not to disclose confidential information specified in paragraph 1 of this agreement to any other third parties, including public authorities, enterprises, institutions, organizations of all forms of ownership and subordination; not to use the mentioned information for their own benefit, except for the use of such information for the purposes of mediation and reaching an agreement on resolving all disputes concerning the conflict (dispute) specified in paragraph 1 of this agreement. This obligation is valid indefinitely, even after the termination of this agreement;

- to maintain the same degree of secrecy in order to avoid the disclosure or use of this information by others; the level of secrecy should be such that the Parties would reasonably adhere to in relation to their own confidential information of similar importance;

- to take all necessary measures to preserve confidential information, including: to ensure the secure processing of confidential information on technical means, which are not connected to the Internet and access to which is allowed only to authorized users; to ensure reliable storage of information that will not allow access to it by third parties; not to induce the disclosure of such information by any other persons to whom such information is known for any reasons;

- in case of need to disclose information to third parties, including in case of receipt of a request (written, oral, e-mail) for information that is confidential from contractors, customers and any government agencies, the Party is obliged: to find out from the counterparty, client or representative of the state body the need to obtain such information (what is the reason for such a request; the amount of information

that should be contained in the response, etc.); to notify the other parties to this agreement of such request immediately; to obtain the consent of other parties to this agreement to provide such information; agree with the other parties to this agreement the content and amount of information to be provided;

- in case of receipt of a request from law enforcement agencies, to send a copy of the request to other parties to this agreement and receive appropriate instructions for a specific request. Respond to the request only with the written consent of the other parties to this agreement, except in cases where failure to comply with this obligation, in accordance with applicable law is grounds for bringing the party to civil, administrative or criminal liability.

11. This agreement is considered concluded and comes into force from the moment of its signing by the Parties.

12. The term of this agreement begins at the time specified in paragraph 11 of this agreement and is valid indefinitely.

13. Unless otherwise expressly provided for in this Agreement or applicable law, amendments to this Agreement may be made only by agreement of the Parties, which is formalized by an additional agreement.

14. All legal relations arising from or related to this agreement, including those related to the validity, conclusion, performance, amendment and termination of this agreement, interpretation of its terms, determination of the consequences of invalidity or breach of contract, are governed by this agreement and relevant norms of current legislation, as well as the customs of business applied to such legal relations on the basis of the principles of good faith, reasonableness and fairness.

15. The Parties are fully responsible for the correctness of the details specified by them in this agreement and undertake to promptly notify the other Party in writing of their change, and in case of failure to report the risk of adverse consequences.

16. Additional agreements and annexes to this agreement are its integral parts and have legal force if they are set out in writing and signed by the Parties.

17. All corrections under the text of this agreement have legal force and can be taken into account only if they are in each case dated and certified by the signatures of the Parties.

18. All notifications, including notices of change of factual and / or legal address, must be sent within three days in writing by registered letter with notice to the other Party.

19. This Agreement is made in full understanding by the Parties of its terms and terminology in English in three authentic copies, which have the same legal force, one for each of the Parties and the Mediator.

20. We, the Parties, confirm that this agreement corresponds to our real intentions and is not a fictitious transaction, is concluded by us in accordance with our true will, without any use of physical or mental pressure and on favorable terms and is not the result due to difficult circumstances, the agreement is concluded by us without deception or concealment of facts that are significant, we equally understand the meaning, terms of the agreement, its nature and legal consequences, we really want the occurrence of all the legal consequences created by this agreement, and the agreement defines all the essential conditions, as evidenced by our personal signatures on the agreement.

21. The Parties confirm that they have agreed and do not have any comments, additions or contradictions regarding the terms of this agreement.

In witness whereof the above-named Parties and the Mediator have signed the present Agreement as of the date first above written.

Signatures:

Party: _____

Party: _____

Mediator: _____

Scientific and practical publication

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