



MEDIATION AND CONFIDENTIALITY AGREEMENT

The (Company name) and the undersigned members of the _____ family agree to mediation with Thomas Davidow & Associates (the "Mediators") on the following terms and conditions:

- 1. The mediation will proceed as the Mediators deem appropriate after consultation with the parties. The Mediators are neutral intermediaries who may not act as an advocate for any party. While the Mediators will determine the process of the mediation, any party is free to discontinue the mediation at any time.
2. All statements made in connection with the mediation (including, without limitation, statements made in any written submissions) are made without prejudice to any party's legal position, are non--discoverable, and are inadmissible for any purpose in any legal proceeding. In addition, the Mediators and the parties acknowledge that this procedure is a negotiation for the purpose of avoiding, compromising or settling possible disputes, and that the rule of evidence protecting settlement communications and conduct applies to any communication, conduct, statements, or information transmitted in connection with this mediation.
3. No party will request, or seek to compel, disclosure of any records, reports, or other documents received or prepared by the Mediators. In addition, the parties will not take any action to compel the Mediators to disclose or to testify in any proceeding as to (i) any records, reports, or other documents received or prepared by the Mediators or (ii) information disclosed or representations made in the course of the mediation or otherwise communicated to the Mediators.
4. The parties shall not disclose any statements made in connection with the mediation, including any written position statements or exhibits prepared for the mediation, to any person or entity not a party to this agreement, except as may be ordered by a court of competent jurisdiction.
5. Since the parties are relying upon this agreement of confidentiality in disclosing sensitive information, breach of this agreement would cause irreparable injury, and monetary damages would be an inadequate remedy. Accordingly, any party to this agreement may obtain injunctive relief to prevent disclosure of any such confidential information in violation of this agreement.
6. Any attorney signing this agreement represents and warrants that their clients have authorized them to execute this document and to bind their clients to the terms of this agreement.
7. The parties may sign this document in multiple counterparts which, taken together, shall constitute a single agreement.

Mediator

Mediator

Parties:

Family Members:

COMPANY

(Please sign, date and print name of party)

By:
Its:

(Please sign, date and print name of party)

COMPANY

By:
Its:

(Please sign, date and print name of party)