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UNITED KINGDOM

MEDIATION PROCEDURES

1. Preamble

- 1.1 Key 2 Hotels mediation is governed by procedures and may be amended from time to time as well as the relevant Agreement to Mediate.
- 1.2 The protocol is intended for use in the United Kingdom, European Union and the Rest of the World.
- 1.3 The protocol applies to both online mediation (face-to-face) and traditional terrestrial mediation (in attendance).

2. The Model

- 2.1 The parties will attempt in good faith to settle their dispute by Mediation in accordance with the protocol and an Agreement to Mediate.
- 2.2 By entering into an Agreement to Mediate and progressing with the Mediation in accordance with the protocol and that agreement, unless agreed otherwise, neither party is prevented from seeking to enforce or protect their legal rights through the courts or arbitration at any time.

3. Agreement to Mediate

- 3.1 The parties, their representatives, the Mediator and any Observer must sign an Agreement to Mediate prior to the mediation.
- 3.2 The Agreement to Mediate governs the relationship between the parties, all those attending the mediation and the Mediator before, during and after the Mediation session.

4. Attendance and Authority of Parties

- 4.1 The parties and their representatives and advisers, if any, will attend or participate online in the Mediation Session to be led by the Mediator.
- 4.2 The parties and their representatives, if any, must have the authority to settle the dispute. If a party is represented by an officer or employee with limited authority he or she must disclose the extent of their limitation to the Mediator prior to the commencement of the Mediation.

5. The Mediator

5.1 The Mediator will:

- 5.1.1 communicate with the parties and/or their advisers jointly or separately prior to the Mediation and meets with them jointly or separately, if requested to do so, or if the Mediator deems it appropriate;
- 5.1.2 prior to the commencement of the Mediation Session read and familiarise him/herself with each party's Position Statement and any documents provided in accordance with paragraph 8.1;
- 5.1.3 determine the procedure for the Mediation;
- 5.1.4 maintain a Mediation Record stating the dates and times the Mediation commenced and concluded and the reasons for termination; and
- 5.1.5 Adhere to the European Code of Conduct for Mediators;

5.2 The Mediator may:

- 5.2.1 If a settlement is not reached and if so requested and agreed by the Parties and the Mediator render a non-binding opinion or recommendation on how a settlement may be reached.

5.3 The Mediator will not:

- 5.3.1 Impose a settlement on the parties; or
- 5.3.2 Offer legal advice or act as legal adviser to any party at any time in connection with the dispute.

5.4 Neither the Mediator nor a substitute will act, or have acted, as a professional adviser, or in any other capacity, for any of the parties in connection with the dispute either before, during or after the Mediation Session.

6. Prior to the Mediation

6.1 In consultation with the parties, the Mediator will make the necessary arrangements for the Mediation including, as appropriate.

- 6.1.1 prepare the Agreement to Mediate;
- 6.1.2 liaise between the parties to agree a suitable date, communication arrangements or venue;
- 6.1.3 Provide the parties Introduction to Mediation documentation;

7. During the Mediation

- 7.1 Parties do not require legal representation to attend the mediation.
- 7.2 Where a party is unrepresented, a party may wish to obtain independent legal advice in connection with the dispute and the mediation.
- 7.3 Each party shall notify the Mediator and other parties involved in the Mediation of the names of those people intended to participate or be present at the Mediation Session and indicate their capacity at the Mediation as a principal, representative, adviser or any other role.

8. Position Statements and Documentation

- 8.1 Each party will prepare and deliver to the Mediator, seven (7) business days prior to the mediation, a concise summary (“Position Statement”) of the matter in dispute, copies of documents referred to in the Position Statement and those documents which the parties intend to refer to during the Mediation.
- 8.2 The Position Statement and the documents referred to therein are private and confidential and will not be disclosed by the Mediator to the other party or to any third party unless expressly authorised to do so by the party who has provided the Position Statement.
- 8.3 There is no obligation on the parties to exchange Position Statements however they are encouraged to do so.
- 8.4 Similarly, the parties are encouraged to prepare and agree a joint bundle of documents.

9. The Mediation

- 9.1 No formal record or transcript of the Mediation will be made.
- 9.2 The Mediation is for the purpose of attempting to achieve a negotiated settlement and all information provided during the Mediation is provided without prejudice and will be inadmissible in any litigation or arbitration of the dispute subject to the provision of any applicable law.
- 9.3 Information, which would be otherwise admissible in any such litigation or arbitration, shall not be rendered inadmissible as a result of its use in the Mediation.
- 9.4 If the parties are unable to reach a settlement during the Mediation Session, the Mediator may, if requested to do so, facilitate further negotiation after the Mediation Session itself has ended.

10. Settlement Agreement

- 10.1 Any settlement reached in the Mediation will not be legally binding until it has been recorded in writing and signed by or on behalf of the parties.

11. Termination

- 11.1 The Mediation shall terminate in any of the following circumstances:
 - 11.1.1 when a written settlement is executed and signed by the parties;
 - 11.1.2 if any or all of the parties decide not to continue;
 - 11.1.3 the time set for the Mediation has expired without agreement for continuation or resumption;
 - 11.1.4 the Mediator decides, at his/her absolute discretion, and notifies the parties, that continuing the Mediation is unlikely to result in a settlement;

12. Confidentiality

- 12.1 Every person involved in the Mediation will keep confidential the fact that the Mediation is to take place or has taken place and all information (whether given orally or in writing) produced for or delivered as part of the Mediation including the settlement agreement (if any) except in so far as is necessary to implement and enforce any such settlement agreement or as required by any applicable law or the provisions of any applicable insurance policy or terms of any professional engagement.
- 12.2 All documents or other information produced for, or arising in relation to, the Mediation will be privileged and will not be admissible as evidence or discoverable in any litigation or arbitration connected with the dispute. This does not apply to any information which would in any event have been admissible for disclosure in such proceedings or as otherwise required by law including without limitation the Proceeds of Crime Act and Money Laundering Regulations..
- 12.3 Subject to Rules 12.1 and 12.2 the parties will not subpoena or otherwise require the Mediator, any Observer, any shareholder, director, employee, consultant or representative of Key 2 Hotels or any other person attending the mediation to testify or produce records, notes or any other information or material whatsoever in any future or continuing proceedings.
- 12.4 If a party does make such an application that party will fully indemnify the Mediator or any other person attending the Mediation in respect of any costs incurred in resisting and/or responding to such an application, including reimbursement at the Mediator's standard hourly rate for Mediator's time spent in resisting and/or responding to such an application.
- 12.5 Where the mediation has taken place as a result of a Court order, the parties agree that the Court shall be notified of the fact that the case has been resolved through mediation. The notification will come from the parties and take the form of a letter agree or draft Tomlin Order between the parties at the conclusion of the Mediation. The notification will not Disclose the terms of any settlement, unless otherwise agreed by the parties.

13. Mediation Costs

- 13.1 Unless agreed otherwise the costs of the Mediation will be borne by the trader and as such may be taken into account in any further legal proceedings.
- 13.2 Each party to the mediation will bear its own costs and expenses of its participation in the Mediation including the costs of its legal representative and advisers and unless agreed otherwise these costs will be costs in the case.
- 13.3 Where the trader has a legal representative, that legal representative will be liable for their client's share of the costs of the Mediation in the same way as they are liable for disbursements incurred in any litigation.
- 13.4 Payment of the costs of the Mediation will be made to Schneutz Ltd in advance of the mediation session as well as any other costs of the mediation, as agreed with the trader.

14. Exclusion of Liability

14.1 Nothing in these Rules shall limit or exclude the Mediator's or the Observer's liability for any matter in respect of which it would be unlawful for the Mediator or the Observer to exclude or restrict liability. Subject to that proviso, neither the Mediator or the Observer shall be liable to the parties for any act or omission in connection with the services provided by them in, or in relation to, the Mediation, unless the act or omission is fraudulent or involves wilful misconduct.

15. Human Rights

15.1 The referral of a dispute to Mediation in accordance with these Rules does not affect any Rights that may exist under Article 6 or the European Convention of Human Rights.

16. Complaints Procedure

16.1 A complaint is an expression of dissatisfaction.

16.2 If any Party or anyone who to whom it owes a duty of care is dissatisfied with the service or the conduct of the Mediator, a complaint must be filed in writing to Mediator no later than 28 days from the date of the termination of the Mediation.

16.3 If the complaint cannot be resolved by the senior officer of the firm, a referral will be made to an independent third party with the authority to award redress.

16.4 The complaints procedure is free of charge to the complainant.

17. Governing law

17.1 The Protocol and any Agreement to Mediate entered into in which these rules are incorporated by reference or attachment and any matter arising out them shall be governed by and construed in accordance with the laws of England and Wales.

18. Dispute Resolution

18.1 Any dispute relating to the Rules of any Agreement to Mediate entered into which these Rules are incorporated by reference or attachment and any matter arising out of them which cannot be resolved by negotiation between the parties within 30 days of either party giving notice to the other party that a dispute has arisen shall be submitted to Mediation pursuant to the Rules and failing settlement of that dispute by mediation within 30 days thereafter, the dispute shall be determined by the appointment of a single arbitrator to be agreed between the parties, or failing agreement within fourteen days, after either party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the President or a Deputy President of the Chartered Institute of Arbitrators.