

AGREEMENT TO DEAL-MEDIATE

FORM OM2A

[To be executed under Rule 4(f) of the IIAM Mediation Rules]

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| File No.: | |
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This agreement to mediate is made on this the [date] by the parties hereunder.

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| Name of Initiating Party: | |
| Address: | |
| Email: | |
| Phone: | |

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|-------------------------|--|
| Name of Opposite Party: | |
| Address: | |
| Email: | |
| Phone: | |

1. The parties to this agreement are looking at a possible deal and would like to use deal-mediation under the IIAM Mediation Rules for effectively concluding the transaction.
2. The parties hereby understand and confirm that:
 - (i) The matter shall be mediated by [Name of Mediator(s)], appointed by IIAM by consent of parties, after the parties have verified the disclosure statement of the mediator(s) and satisfied that there is no circumstances likely to create a presumption of bias or prevent a prompt deal-making;
 - (ii) Deal-mediation will be a private and confidential process and will be conducted with the purpose of arriving at an acceptable agreement for concluding the deal which will be to the satisfaction of both parties;
 - (iii) Deal-mediation is a voluntary process and only the parties can reach a conclusion of the particulars of the deal and that the mediator(s) will not and cannot force any conditions on the parties;
 - (iv) Neither IIAM nor the mediator(s) have guaranteed that the deal-mediation will result in a positive conclusion of the deal and until the parties finalise the deal and sign the agreement, any party is free to opt out of the process and cancel the deal proposed;
 - (v) In executing this agreement, the parties expressly agree to mediate in good faith and to either attend said mediation in person or to have a representative having final and binding authority to make the deal;
 - (vi) The IIAM Mediation rules and procedures shall apply for mediation;

- (vii) The mediator(s) shall assist the parties in an independent and impartial manner in their attempt to reach the deal in a fair manner;
- (viii) The mediator(s) is not a legal advisor and is not to provide legal advice to any party involved in mediation. We agree to hold the said mediator(s) harmless for any observations, suggestions or implications that he/she may make in the course of mediation. We specifically agree to obtain legal advice on any issue of interest from our own lawyers;
- (ix) In the mediation process, the mediator(s) may meet all the parties together in general sessions (referred to as plenary) or at times privately with one of the parties (referred to as caucus). The mediator may also communicate with the parties in plenary and caucus sessions by way of online/virtual platforms.
- (x) Every document, communication or information disclosed, or produced by any party for the purpose of or related to the mediation process shall be confidential. And this confidentiality shall also extend to the Mediated Agreement, in case the parties arrive at a deal. At no point of time the mediation proceedings will be recorded, either through audio or video mode.
- (xi) The mediator(s) may, at times, meet privately (referred to as a caucus) with any of the parties in this process. The mediator(s) will not disclose any information received in caucus without the permission of the party making disclosure. The mediator(s) will not reveal information provided by participants in plenary or caucus to third parties without the consent of all participants;
- (xii) Other than the parties to mediation, there could be "Non-Parties" which could include counsels/ consultants/ advisers for each party, experts in the subject matter, secretary/IIAM staff or any third party who attend mediation proceedings, with the consent of all parties and permission of the mediator.
- (xiii) The mediator(s) shall not be presented by the parties as a witness in any arbitral or judicial proceedings;
- (xiv) The parties shall pay the mediator(s) fee and the IIAM Administrative charges as intimated by the IIAM Administrator and as per the current IIAM Rules and Fee schedule;
- (xv) The mediation proceedings shall be terminated—
 - (i) Upon the signing of agreement by the parties or;
 - (ii) Upon the written advice of the mediator after consultation with the parties that in the mediator's opinion further attempts at mediation are no longer justified or;
 - (iii) Upon written notification by any party at any time to the mediator and the other parties that the mediation is terminated.

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| Signature of Initiating party: | Signature of Opposite party: |
| Accepted: Signature of Mediator(s) | |