

Mediation Protocol

Protocol for participation in the collaboration process proposed by IndiviConsult, also called the mediation protocol

BETWEEN THE PARTIES, hereinafter referred to as "the Parties

Name(s), first name(s), address, e-mail, phone

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Having a notary, administrator or possibly a lawyer/counsellor:

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In the presence of: Mr Charles Lambrechts, hereinafter referred to as "the mediator".

BRIEF SUMMARY OF THE PURPOSE OF THE MEDIATION:

WHEREAS the Parties wish to settle their dispute; whereas they wish to entrust the mediator with a mediation mission in this context;

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. Voluntary process

The parties wish to consult, without any prejudicial acknowledgement, with a view to reaching an agreement. The process is voluntary and each Party freely agrees to actively participate in it. The Parties reserve the right to resort to judicial or arbitration procedures if they deem it appropriate. However, all proceedings (except those of a purely precautionary nature) shall be suspended until such time as an agreement is reached or one of the Parties or the mediator declares the mediation process terminated.

2. Role of the mediator

The mediator acts as a neutral intermediary with the aim of promoting an amicable settlement. To this end, they seek to create the following conditions:

- o the information and understanding of the Parties about their respective situations;
- o communication between them about their mutual difficulties and mutual expectations;
- o the search for solutions to meet their expectations and difficulties
- o effective and fair negotiations;
- o conclusion by the Parties, on the basis of free consent, of a transaction implementing, where appropriate, the solutions indicated.

3. Impartiality

The mediator shall at all times act in a neutral and impartial manner. He or she shall not give legal advice to the parties. If he or she does so, his or her opinion shall be of an indicative value only. The Parties hereby agree not to attach any legal consequences to it. In order to preserve the adversarial nature of the discussions and to guarantee the mediator's impartiality, the parties undertake not to contact the mediator by telephone, fax or e-mail, with the exception of questions concerning the planning and organisation of the discussions.

If this is not the case, they are aware that the mediator will fully and accurately explain the content of the meeting to the other party.

4. Presence at the conciliation meeting

The Parties are aware that this process is voluntary and that they are free to terminate it unilaterally. However, they are reminded that any refusal to continue the mediation must be expressed at a meeting. Failing this, they undertake to attend a further meeting set up by the mediator in order to allow the other Party and the mediator to hear and, if necessary, discuss the reasons for this desire to terminate the mediation process.

They agree that the mediator will not act as an intermediary to explain why one of the Parties wishes to terminate the mediation.

They are aware that the duration of the mediation will depend on the pace of progress in resolving the dispute.

They undertake to attend the planned meetings. In case of force majeure or unforeseen circumstances, if one of the Parties cannot attend, it shall notify of its absence at least 24 hours before the scheduled meeting. Failing this, the mediator reserves the right to claim the full fee for the meeting from the absent Party.

5. Confidentiality

The content of the mediation sessions and all documents transmitted as part of the mediation process are and shall remain strictly confidential. This means in particular that they may not under any circumstances be invoked or submitted to a judicial authority, with the exception of this Protocol and any agreement signed at the end of the process.

The Parties are well aware that under no circumstances may the mediator testify before a court or be asked to interpret an agreement reached at the end of the mediation process.

6. Side meetings and "caucus"

The mediator may hold side meetings with each of the Parties as he deems appropriate.

7. Value of the agreement

It is not in principle for the mediator to assess the value or suitability of the agreement, which must remain the expression of the Parties' will.

However, if the mediator considers, based on his or her own professional experience, judgment and analysis, that the continuation of the mediation process could cause serious prejudice to one of the Parties or create a situation of obvious imbalance or injustice to a Party, he or she may suspend or terminate the mediation process. The mediator shall act in complete independence in this respect and be guided only by his or her professional conscience.

8. Limitation period

Article 1731 §3 of the Judicial Code provides that:

"The signing of the protocol suspends the limitation period during the mediation". Article 1731 §4 of the Judicial Code provides that:

"Unless the parties expressly agree, the suspension of the limitation period ends one month after one of the parties or the mediator has notified the other party of its wish to terminate the mediation. Such notice shall be given by registered letter."

Any period of time that has already passed before the mediation shall be taken into account and the period shall begin to run one month after notification of the end of the mediation.

9. Fees

In accordance with the practice of mediation and the provisions of Article 1731 § 1 of the Judicial Code, the Parties agree to bear the costs and fees of the mediator as follows:

- the mediator's fees based on an hourly rate of EUR 120; the hourly rate applies to all tasks and steps undertaken by the mediator before, during or after the mediation meeting.

- In addition to these rates, disbursements and expenses will be added, such as:

- opening costs of the file: 250,00 €;
- travel expenses: €0.80/km;
- fixed rate for telephone, fax, e-mail, etc.
- electronic mail, etc. : 15% of the amount.

All costs and fees of the mediator are stated exclusive of VAT. If an exemption from VAT is possible, this will be discussed during the first meeting between the Parties and the mediator.

The Parties agree that the mediator's invoices shall be sent directly to the notary responsible for the undivided property. Unless the Parties expressly agree, the Parties shall pay the mediator's fees and expenses in equal shares. The mediator reserves the right to request advance payments; these will be paid into the IndiviConsult account (IBAN:).

At the end of the mediation procedure, whether or not it has resulted in an agreement, the Parties shall accept that the mediator sends us a statement of his fees and services, the balance of which shall be paid within two weeks.

The Parties agreeing to the mediation expressly acknowledge having received a copy of IndiviConsult's general terms and conditions of sale, which they have read and which they accept without reservation. The general conditions are available at www.indiviconsult.be at all times.

Done at (place and date)

in as many copies as there are Parties with a separate interest, each of them acknowledging to have received their own copy.

The signature(s) of the Parties must be preceded by the words "read and approved":