

MEDIATION OF DISPUTES

Any dispute or claim in law or equity arising out of this agreement or any resulting transaction, including disputes or claims involving the parties to this contract, shall be submitted to neutral, non-binding mediation prior to the commencement of arbitration, litigation or any other proceeding. The parties to the dispute or claim agree to act in good faith to participate in the mediation, and to identify a mutually acceptable mediator. If the parties cannot agree upon a mediator, each party shall designate a mediator and those mediators shall select a mediator who shall act as the neutral mediator. All parties to the mediation shall share equally in its cost. If the dispute or claim is successfully resolved in the mediation, its resolution will be documented by a written agreement to be executed by all parties to the dispute or claim. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the parties reflecting the same, and the parties may then proceed to seek an alternate form of resolution of the dispute or claim, in accordance with the remaining terms of this agreement and other rights and remedies afforded to them by law.

A note to all clients and prospective clients:

Obviously, such a provision as this can only be enforced if accepted by both parties. This is why we recommend that it be included as part of the overall agreement between you and your clients. Although we have drafted the above clause in a manner we feel is clear and concise, you should review this clause with your own legal counsel, as we are not attorneys and do not purport to be providing a legal opinion regarding the validity of this provision by forwarding this to you.