

Mediation agreement

1. Principles

- 1.1. Mediation is an informal process during which a mediator is asked to assist the parties in bringing their conflict to an end by mutual agreement.
- 1.2. Mediation is voluntary. Any party and the mediator may terminate the mediation at any time.
- 1.3. The mediator is not the parties' advisor and does not have the authority to settle the parties' conflict.

2. Neutrality, impartiality and independence

- 2.1. The mediator must be neutral and impartial.
- 2.2. The mediator declares that he or she is completely independent of the parties and that he or she has never aided or otherwise been affiliated with any of the parties in a manner that may give rise to justified doubts as to the mediator's complete independence.
- 2.3. The mediator and the parties acknowledge and accept that they are subject to the "Rules of Procedure of the Danish Mediation Institute".

3. Confidentiality

- 3.1. Information that may appear during the mediation is confidential for all participants. No one may disclose confidential information that does not derive from themselves, unless otherwise provided by law. This also applies during any subsequent court or arbitration proceedings.

- 3.2. However, a party may use information obtained during the mediation to justify a request for a court to impose an obligation on the counterparty or a third party to surrender documents in accordance with part 28 of the Danish Administration of Justice Act.
- 3.3. No minutes will be taken of the mediation.

4. The mediation process

- 4.1. The mediation starts with the parties and the mediator signing this agreement.
- 4.2. The mediator plans the course of the mediation in consultation with the parties.
- 4.3. The mediator presides over the mediation.
- 4.4. The parties must meet in person. Any representative(s) of a legal entity must have direct authority to end the parties' conflict.
- 4.5. The parties' lawyers, if any, may participate in meetings attended by the clients unless otherwise agreed.
- 4.6. Persons other than the parties, their lawyers and the mediator may only be present during the mediation to the extent agreed between the parties and the mediator.
- 4.7. The mediator endeavours to identify the nature of the conflict between the parties as well as the interests and needs of the parties and assists the parties in proposing their own resolutions to their conflict.
- 4.8. The mediator may meet with the parties collectively or individually. For meetings held with the parties individually, it must be agreed which information the mediator may give to the other party.
- 4.9. The parties are aware that the mediator is not obliged to indicate any strengths or weaknesses in the parties' factual or legal argumentation or to intervene in case the parties find a resolution to their conflict which deviates from the likely outcome of a court ruling or an arbitration award.
- 4.10. The mediation is completed by the parties resolving their conflict by agreement or by a party or the mediator requesting to end the mediation.

5. Costs of mediation

- 5.1. The parties are jointly and severally liable vis-à-vis the Danish Mediation Institute for any costs incidental to the mediation, with the parties paying one half of the costs each.
- 5.2. The parties provide security for the mediator's fee and expenses in the amount required, of which the parties pay one half each. The amount of security should not be considered an indication of the final costs of the mediation.
- 5.3. Each party bears its own costs related to the mediation.
- 5.4. Each party bears the costs of lawyers and other third parties brought in by the party in question. The mediator and the Danish Mediation Institute do not cover and are not liable for the participation of such third parties in the mediation.