

## SCHEDULE D

### Mediation Agreement

This mediation agreement (the “Agreement”) is made between:

<b>First Party</b>
[name] <sup>11</sup>
[contact details]
<b>Legal Representative</b> <i>(please complete if First Party is legally represented in the mediation)</i>
[name]
[contact details]
<b>Second Party</b>
[name] <sup>12</sup>
[contact details]
<b>Legal Representative</b> <i>(please complete if Second Party is legally represented in the mediation)</i>
[name]
[contact details]
<i>[provide details of any additional parties (and their legal representatives, if applicable) here]</i>
(each referred to as the “Party” and together as the “Parties”)
<b>AND</b>
<b>Mediator</b>

<sup>11</sup> Include both the name of the party and the officer of that entity having authority to settle the dispute if the party is a corporate or other entity.

<sup>12</sup> Include both the name of the party and the officer of that entity having authority to settle the dispute if the party is a corporate or other entity.

[name]

[contact details]

(referred to as the “Mediator”)

## RECITAL

The Parties have agreed to refer their dispute relating to [brief description of dispute] to court-annexed mediation in accordance with Part 36 of the ADGM Court Procedure Rules 2016 and ADGM Courts Practice Directions 13.

OR

[Pursuant to Court order of [xxx] dated [xxx] in proceeding [xxx], the dispute in the proceedings has been referred to court-annexed mediation.]

### 1. Agreement to Mediate

By signing this Agreement:

- (a) the Parties, their legal representatives (if applicable), and the Mediator agree to be bound by, and the mediation to be conducted in accordance with, the terms of this Agreement, the ADGM Court Procedure Rules 2016 and ADGM Courts Practice Direction 13; and
- (b) for the avoidance of doubt, the parties, their legal representatives (if applicable) and the Mediator expressly agree that the provisions relating to confidentiality (Section L) and immunity (Section M) of ADGM Courts Practice Direction 13 shall apply to the mediation.

### 2. Amendment

No amendment made to this Agreement shall be valid unless it is made in writing and is signed by all persons to this Agreement.

### 3. Governing Law

This Agreement is governed by the laws of Abu Dhabi Global Market and ADGM Courts shall have exclusive jurisdiction to decide any matters arising out of or in connection with this Agreement.

### 4. Counterparts

This Agreement may be signed in any number of counterparts, all of which taken together and when delivered to one another, including in electronic copies, shall constitute one and the same document.

This Agreement is signed on this [date] by:<sup>13</sup>

<b>First Party</b>	<hr/> [sign and print name]
<b>Legal Representative of First Party</b> <i>(if applicable)</i>	<hr/> [sign and print name]
<b>Second Party</b>	<hr/> [sign and print name]
<b>Legal Representative of Second Party</b> <i>(if applicable)</i>	<hr/> [sign and print name]
<b>The Mediator</b>	<hr/> [sign and print name]

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<sup>13</sup> All parties and their legal representatives (as applicable) must sign the mediation agreement.