



The Parties:

[specify the mediator's details] (hereinafter the "Mediator");

[specify the details for Party 1]

and

[specify the details for Party 2]

(the two latter also jointly as the "Parties" and each of them individually as a "Party")

on the day, month and year specified below, enter into the following

Agreement to Mediate

Article 1 - Introduction

1. The Rules of the Arbitration Court on Out-of-Court Settlement of Disputes by Mediation (hereinafter the "**Mediation Rules**") form an integral part of this Agreement.
2. The International Arbitration Court of the Czech Commodity Exchange (hereinafter the "**Arbitration Court**") is not a party to this Agreement and cannot be held liable in any way under this Agreement.
3. All the terms and abbreviations defined in the Mediation Rules have the same meaning in this Agreement unless expressly provided otherwise.
4. The Parties and the Mediator enter into this Agreement to Mediate in conformity with Art. 7 (1) of the Mediation Rules.

Article 2 - Mediation

1. A dispute has arisen between the Parties regarding [*provide a description of the dispute*] (hereinafter the "**Dispute**").
2. Mediation means negotiations between the Parties with the assistance of an impartial and independent Mediator who assists the Parties in finding a solution to their dispute using techniques facilitating communication and/or an active search for specific solutions, including presentation of proposals for possible resolution of the dispute (hereinafter "**Mediation**").
3. If the Parties find a solution to their Dispute that will suit all the Parties, they will conclude a mutual agreement to this effect (hereinafter the "**Mediated Settlement Agreement**"). Only the Parties, and neither the Mediator nor the Arbitration Court, are responsible for the contents of the Mediated Settlement Agreement.



4. Mediation is non-public and confidential, save for the information that mediation is being conducted, has been conducted or will be conducted.
5. The Mediator may meet and negotiate with the Parties separately.
6. The language of the mediation shall be Czech.**

Article 3 - Term of Mediation

1. Mediation is initiated upon execution of this Agreement for an indefinite term/and will take place for a period of one year from the last Mediation Meeting.
2. The mediation ends in accordance with Article 12 of the Mediation Rules.
3. The Parties have the right to terminate the mediation at any time.

Article 4 - Declaration of the Parties

1. The Parties hereby declare that they are aware that Mediation is a voluntary process based on consent of all the Parties involved. The Parties have declared their will to attempt to resolve the Dispute by means of Mediation and declare that they will proceed in line with good morals and that they have entered the Mediation in good faith.
2. The Parties declare that they are aware that the Mediator's task is to facilitate in an impartial manner communication between the Parties and to remain neutral and independent.
3. The initiation of Mediation is without prejudice to the right of the Parties to seek the protection of their rights and legitimate interests in court or through arbitration.

Article 5 - Mediator's Fee and Mediation Costs

1. The Parties agree to pay the Mediator's fee and the costs of the proceedings in accordance with the relevant provisions of the Mediation Rules and the Tariff annexed to the Mediation Rules.
2. The Mediator is/is not* registered for VAT.

Article 6 - Final Provisions

1. This Agreement shall be governed by the laws of the Czech Republic.
2. This Agreement is executed up in three** counterparts, one for the Mediator and one for each of the Parties.
3. The Parties and the Mediator declare that they have become acquainted with the contents of this Agreement, in witness whereof they affix their signatures.



4. The Parties and Mediator agree that they shall attempt to resolve any dispute arising out of or in connection with this Agreement amicably, by means of mediation within a scope of at least three hours. If the dispute is not resolved during this period of time or at any time later, or if the Parties fail to agree on a mediator or find a suitable date and time for their meeting within a deadline of two months, the courts of the Czech Republic shall have jurisdiction to hear and decide the dispute.

In *[specify the place]*, on *[specify the date]*

.....

[specify the mediator's name]

Mediator

.....

[specify the business name of Party 1 and the person signing documents for it]

.....

[specify the business name of Party 2 and the persons signing documents for it]

Explanatory notes:

* - Remove/cross-out if not applicable

** - Change if appropriate