

AGREEMENT TO MEDIATE

Giuseppe Leone (“mediator” and founder of SettlebyEmail.com) and the two “parties” who participate in online mediation (“mediation”) understand and agree as follows:

1. Purpose of Mediation

The purpose of mediation is to explore whether the parties can reach a resolution. The mediator will act as a facilitator to help the parties reach their own agreement. The mediator is neutral and impartial, and has no power to decide the outcome of the mediation. The mediator will not express an opinion on which party is right or wrong; will not provide legal advice; and will not act as an advocate or attorney for either party.

2. Communications

The mediator and the parties will communicate only by email – no phone calls, video calls or text messages. The content of either party’s emails to the mediator will be shared with the other party.

3. Mediation is Voluntary

Each party may withdraw from or suspend the mediation process at any time, for any reason. The mediator may terminate the mediation if (a) the parties’ case has reached an impasse; or (b) either party does not answer the mediator’s emails within 10 days.

4. Mediation is Confidential

All statements made during mediation are confidential and will not be admissible in court. The parties agree not to subpoena the mediator to testify about what was said in mediation.

5. Outcome of Mediation

If the parties reach an agreement, the mediator will write up an Agreement Draft, which details the terms agreed on by the parties during mediation.

6. Fees

The mediator’s fee is \$100 per party. The case-filer pays also a \$20 fee if the mediator has to ask the other party whether he or she is interested in online mediation.