

MEDIATION AGREEMENT

THE UNDERSIGNED PARTIES and their attorneys hereby agree that the above matter shall be submitted to a mediated settlement conference pursuant to the following guidelines:

1. The entire mediation process is a compromise negotiation. Communications during the mediation are confidential, and the parties shall maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitral, judicial or other proceeding any oral or written communications having occurred in the mediation proceeding, including, but not limited to: (a) views expressed or suggestions or offers made by another party with respect to a possible settlement of the dispute; (b) admissions made by another party in the course of the mediation proceeding; (c) proposals made or views expressed by the mediator; (d) the fact that another party had or had not indicated willingness to accept a proposal for settlement made by the mediator; or, (e) any and all records, reports or other documents created solely for use in the mediation.

2. The mediator may meet and consult individually with any party or parties or their counsel during the conference. Confidential information disclosed to a mediator by parties or by witnesses in the course of mediation shall not, without the consent of the disclosing party, be divulged by the mediator.

3. All statements made by any party to the mediator related to the mediation are privileged, are made without prejudice to any party's legal position, are non-discoverable, are inadmissible for any purpose in any legal proceeding, and shall not be disclosed.

4. No communication by a party or attorney to the mediator in private session shall operate to waive any attorney-client privilege.

5. No party or other signatory to this Agreement shall call or subpoena the mediator to produce any notes, documents, or the mediator's thoughts or impressions, in any civil action, arbitration, or any other legal or administrative proceeding of any kind whatsoever. If so called or subpoenaed by anyone, the mediator will refuse to testify and will not produce such notes or documents. Should party or other signatory to this Agreement attempt to compel such testimony or production, such party or signatory shall be liable for and shall indemnify the mediator against any liabilities, costs and expenses, including reasonable attorney's fees that the mediator may incur resisting such compulsion, whether or not the person seeking the information is successful in obtaining it. All records, reports, and other documents received by the mediator while serving in that capacity shall be confidential.

6. The parties acknowledge that the mediator shall have no liability for any act or omission in connection with the mediation process.

7. The parties understand that the mediator does not represent any party, and does not provide legal or financial advice. . The mediator is not an advocate, representative, fiduciary, or counsel for any party and has no authority to make any binding decisions or recommendations or to compel the making of any agreements or the granting of any concession. Parties not

represented by counsel are urged to seek legal advice from an attorney and to obtain financial advice as needed from qualified professionals.

8. The parties and their representatives shall cooperate with the mediator and shall participate in good faith in the entire mediation process.

Patient

Mediator

Dentist

Best contact phone number for you, to be reach_____.