



CPR-FTI-Legal Innovators Covid-19 Flat Fee Mediation Program Mediation Submission Agreement

The undersigned parties (collectively, the “Mediation Parties”) hereby agree to submit the following controversy to confidential mediation under the CPR Mediation Procedure as modified for the CPR-FTI-Legal Innovators Covid-19 Flat Fee Mediation Program (the “Mediation Program”):

Describe briefly the nature of the dispute:

Amount at issue:

Please check one:

- The Mediation Parties have agreed to conduct the mediation via videoconference on:
(Specify date or timeframe when the parties are available)

- Preference for in-person mediation to the extent the option becomes available

The Mediation Parties agree to pay an aggregate \$6,000 flat fee (split among the Mediation Parties) to mediate their dispute under the Mediation Procedure for the CPR-FTI-Legal Innovators Flat Fee Mediation Program. If there are additional parties to a mediation, each additional party may be charged an additional \$3,000 fee. This fee is non-refundable once payment has been made. The parties understand that the Mediation Program reserves the right to reject a case that is not appropriate for the Program or to propose a different fee schedule to accommodate a case with more than \$5 million at issue.

The Mediation Parties hereby acknowledge that representatives of FTI are acting as an independent consultant, and the Mediation Parties agree that any other engagements or agreements between FTI and any Mediation Party or any of its affiliated companies does not present a conflict of interest. FTI will ensure that the representatives assigned by FTI to this mediation will not provide services in any other matters with either Mediation Party during the pendency of this mediation, and FTI will institute ethical walls where necessary.

The Mediation Parties agree to indemnify and hold harmless FTI, LI and CPR and their respective subsidiaries and affiliates, and all of their respective officers, directors, principals, shareholders, agents, independent contractors and employees (collectively, the “Indemnified Entity”) from and against any and all claims, liabilities, damages, obligations, costs and expenses (including reasonable attorneys’ fees and expenses and costs of investigation) arising out of or relating to their participation in the Mediation Program, except to the extent that any such claim, liability, obligation, damage, cost or expense shall have been determined by final non-appealable order of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of an Indemnified Entity in respect of which such liability is asserted (an “Adverse Determination”). The Mediation Parties shall pay damages and expenses, including reasonable legal fees and disbursements of counsel as incurred in advance.



Each of FTI, LI and CPR agrees that it will separately reimburse any amounts paid to it in advance to the extent the amounts relate directly to an Adverse Determination against it in its capacity as an Indemnified Entity.

The Mediation Parties agree that no Indemnified Entity shall be liable for damages to any Mediation Party in excess of the total amount of the fees paid to FTI, LI or CPR by such Mediation Party under this Agreement. Without limiting the generality of the foregoing, in no event shall any Indemnified Entity be liable for consequential, indirect or punitive damages, damages for lost profits or opportunities or other like damages or claims of any kind.

Any details of this mediation shall remain confidential and no work product shall be disclosed to anyone who is not a party to this mediation agreement.

The Mediation Program does not constitute legal advice, and administration of the Mediation Program by FTI, LI and CPR does not constitute an offer to give legal advice. Legal advice, if desired, must be obtained from independent counsel, and FTI, LI and CPR encourage the Mediation Parties to engage their own legal counsel in connection with their participation in the Mediation Program.

Sign here:

Sign here:

Party A

Party B

Name:
Address:
City:
Email Address:
Telephone:

Name:
Address:
City:
Email Address:
Telephone:

Counsel (if any):

Counsel (if any):

Name:
Address:
City:
Email Address:
Telephone:

Name:
Address:
City:
Email Address:
Telephone:



Sign here:

Sign here:

Party C

Party D

Name:
Address:
City:
Email Address:
Telephone:

Name:
Address:
City:
Email Address:
Telephone:

Counsel (if any):

Counsel (if any):

Name:
Address:
City:
Email Address:
Telephone:

Name:
Address:
City:
Email Address:
Telephone:

If additional parties are involved in the dispute, please email mediationprogram@legal-innovators.com

Conflicts:

So that we can make sure that a mediator has no relationship with anyone involved in this business transaction, please list below any other people or companies that have been involved in this transaction who are not the parties or their counsel.

Party A

Party B

Party C

Party D