



MEDIATION RETENTION AGREEMENT

The participants agree to retain Carole Helfert Aragon of Aragon Mediation (“Mediator” or “Carole”) to serve as their Mediator for the conflict described below under the following terms and conditions:

MATTER: Carole is being retained to serve as the Mediator for the following conflict:

Name and Case # (if any): _____

Forum and Forum Location (if applicable): _____

MEDIATION INFORMATION: The mediation is scheduled for:

Date: _____ Time: _____

Location: _____

[Address]

DURATION OF MEDIATION: The mediation is expected to last:

Full Day Half Day Additional Day(s)

MEDIATION FEE AND PAYMENT: The mediation fee for this matter is \$ _____, and the participants have agreed to the following split of the fee:

_____ ; _____ % _____ ; _____ %

_____ ; _____ % _____ ; _____ %

The MEDIATION FEE includes review of any documentation submitted by the participants or their representatives prior to the mediation, the duration of the mediation as described above, any necessary follow up, travel and accommodation expenses, and any incidental costs and expenses. The fee does not include FINRA or other forum fees, and facility rental fees; such fees shall be paid by the participants directly to the forum or the facility prior to the mediation.

The MEDIATION FEE shall be payable to ARAGON MEDIATION, and shall be paid in advance or at the start of the mediation. Carole shall provide to each participant an invoice reflecting the amount of their payment, and an indication that the fee has been paid.



CANCELLATION FEES: There is no charge if the mediation is cancelled; provided however, if the cancellation occurs within 48 hours of the scheduled mediation *and* Carole has incurred non-refundable or non-transferable airline travel expenses, the participants agree to refund the airline expenses to Carole upon receipt of documentation showing such expenses have been incurred. If the mediation is cancelled and Carole requests a refund, the participants will share the cost in equal parts unless they agree otherwise.

SUBMISSION OF DOCUMENTS PRIOR TO MEDIATION: The Mediator requests that the participants submit any informative documents approximately one week before the mediation. The requested documents include: all legal filings, if any; negotiation communications, if any; and a mediation brief or statement regarding the financial conflict. If a participant does not intend to submit any documents to the Mediator, please inform her in advance.

ATTENDEES: The Mediator requests that the people attending the mediation include any other person(s) who may be necessary to make a final and binding decision to settle the dispute. In the alternative, the Mediator requests that such people remain available by telephone throughout the duration of the mediation. At least one of the attendees (for each participant) should have the authority to sign the mediated settlement agreement.

CONFIDENTIALITY AGREEMENT: All participants in the mediation agree to sign the Mediation Confidentiality Agreement prior to the start of the mediation. It is agreed that the Mediation Confidentiality Agreement shall be incorporated herein by this reference.

Mediator: _____ Date: _____
Carole Helfert Aragon

Participant: _____ Date: _____
Signature and Print Name

Participant: _____ Date: _____
Signature and Print Name

Participant: _____ Date: _____
Signature and Print Name

Participant: _____ Date: _____
Signature and Print Name