

MEDIATION AND CONFIDENTIALITY AGREEMENT TERMS

Each person by signing the “Sign In and Consent to Mediation and Confidentiality Agreement” in this matter has agreed:

- (1) Jerry R. Palmer has been selected to serve as a neutral mediator by all parties.
- (2) The signers agree that the mediator shall not be subpoenaed or otherwise compelled to disclose any matter disclosed in the process of setting up or conducting the mediation, except to the extent such disclosure may be necessary to enforce a settlement agreement if a settlement agreement is reached among the parties as a result of the mediation process.
- (3) The parties further agree that the mediation proceedings shall be regarded as settlement negotiations. Any communication relating to the subject matter of the dispute made during the resolution process by any participant or the mediator or any other person present at the dispute resolution proceedings shall be regarded as a confidential communication. No admission, representation, statement or other confidential communication made in setting up or conducting the mediation not otherwise discoverable or obtainable shall be admissible as evidence or subject to discovery in accordance with either K.S.A. 60-452a or Rule 408, Fed. R. Evid. or the comparable evidentiary or discovery rules of the jurisdiction where the case is pending .
- (4) It is understood by all parties that Mr. Palmer’s role is as a neutral intermediary and that he cannot and will not act as an advocate for either party. In the event mediator’s minutes are prepared at the end of the mediation each participant will have those minutes independently reviewed by the participants’ counsel before the execution of the approval of the minutes and are not relying upon the legal advice of Mr. Palmer for such action.