



## Confidentiality Undertaking Mediation

In **consideration** of the potential appointment of **David Lewis Baker** ("the mediator") as the mediator in the dispute described in Item 2 of the Schedule, and as a condition of the provision of any preliminary information by the parties listed in Item 1 of the Schedule (each a "party" and together the "parties") to the mediator, the mediator agrees with each of the parties that:

### 1. Confidentiality

- 1.1. The mediator will preserve confidentiality in relation to all information that may be disclosed to the mediator for the purpose of considering his appointment to mediate the dispute, including the existence of the dispute and the parties to it.
- 1.2. This confidentiality obligation will not be breached if disclosure is made under legal compulsion or for the purpose of obtaining legal, financial or insurance advice, provided that the adviser is under a similar obligation of confidentiality.

### 2. Merger with Mediation Agreement

This Confidentiality Undertaking will remain in full force and effect unless and until the mediator is formally appointed to mediate the dispute by the parties pursuant to a Mediation Agreement, in which event this Confidentiality Undertaking will merge with that Mediation Agreement and be of no further force or effect.

**Signed by the mediator:**

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Signature and date

**David Lewis Baker**

## **Schedule**

**Item 1: Parties**

**Item 2: Description of/Information/Documentation in relation to the dispute**