

Mediation Program for Small Arbitration Claims

Mediation Submission Agreement

FINRA Dispute Resolution Services

Enter FINRA Case Name Here:

Enter FINRA Case Number Here:

Please Read this Important Notice Regarding the Mediation Submission Agreement

Signing this agreement does not indicate a mediation will take place. It does indicate your interest in mediating the above-referenced dispute, and acknowledges your agreement to the terms and conditions below if all parties to this dispute agree to mediate. A mediation will not take place until all parties and the mediator have electronically signed this agreement and delivered it to FINRA Dispute Resolution Services by selecting the submit button at the end of this document.

The Mediation Submission Agreement is an important document that sets forth the rules that the parties agree will govern the mediation. In the Mediation Submission Agreement the parties, counsel and mediator agree to abide by the FINRA Mediation Ground Rules, including the confidentiality provisions. Please read the terms and conditions below, and sign this agreement by entering your electronic signature at the end of this document.

Terms and Conditions

1. The undersigned mediating parties hereby submit the matter in controversy to mediation with the undersigned mediator, selected in accordance with FINRA Mediation Rules (Section 14000 of the FINRA Code of Arbitration Procedure (the Code). The mediating parties and the mediator hereby undertake to mediate such matter in controversy, in accordance with the Code, including FINRA Mediation Ground Rules. Alternatively, the mediating parties may choose to adopt different ground rules for the mediation, to be attached to this Agreement as an addendum. In that event, however, FINRA may decline to administer the mediation.
2. Mediation is intended to be private and confidential. The parties and the mediator agree not to disclose, transmit, introduce, or otherwise use opinions, suggestions, proposals, offers, or admissions obtained or disclosed during the mediation by any party or the mediator as evidence in any action at law, or other proceeding, including a lawsuit or arbitration, unless authorized in writing by all other parties to the mediation or compelled by law, except that the fact that a mediation has occurred shall not be considered confidential.

The parties and the mediator agree that, unless all parties and the mediator agree otherwise in writing, the mediator will be disqualified as a witness, consultant, or expert in any pending or future investigation, action, or proceeding related to the subject matter of the mediation (including any investigation, action or proceeding that involves persons not a party to this mediation). The mediator and any documents or information in the mediator's possession will not be subpoenaed in any such investigation, action, or proceeding, and the mediator and parties will oppose any effort to have the mediator or documents subpoenaed.

Notwithstanding the foregoing, the parties agree and acknowledge that the provisions of this subsection shall not operate to shield from disclosure to FINRA or any other regulatory authority, documentary or other information that FINRA or any other regulatory authority would be entitled to obtain or examine in the exercise of its regulatory responsibilities.

The mediator shall not transmit or otherwise disclose confidential information provided by one party to any other party unless authorized to do so by the party providing the confidential information.

Neither FINRA, nor its employees, nor any mediator named to mediate a matter under this Agreement shall be held liable for any act or omission in connection with the mediation administered by FINRA under this Agreement.

3. The mediating parties agree that any related FINRA arbitration proceedings shall not be stayed or delayed without the consent of all parties to the arbitration proceedings and of all the arbitrators, if appointed.

4. The mediating parties understand and agree that FINRA's Director of Mediation shall appoint a FINRA mediator to mediate this case.
5. No mediation fees apply to parties agreeing to mediate an arbitration claim of \$25,000 or less if mediating through FINRA's Mediation Program for Small Arbitration Claims (MP for SAC).
6. A fee to parties of \$50 per hour will apply to arbitration claims over \$25,000 up to and including \$50,000 if mediating through FINRA's Mediation Program for Small Arbitration Claims (MP for SAC).
7. A fee to parties of \$100 per hour will apply to arbitration claims over \$50,000 up to and including \$100,000 if mediating through FINRA's Mediation Program for Small Arbitration Claims (MP for SAC).
8. The undersigned parties covenant to comply with tax laws, as applicable.
9. The undersigned parties agree that any Settlement Agreement reached as a result of the mediation shall be binding and enforceable.

This Agreement will be executed in one or more additional counterparts and all such counterparts shall together constitute one binding, original document.

Electronic Signature

By entering your electronic signature below, you are stating that you are one of the following: (1) claimant; or (2) respondent; or (3) a person with legal authority to bind the claimant or respondent; or (4) a person with firsthand knowledge of the facts and actual or implied authority to act on behalf of the claimant or respondent; or (5) an attorney who has actual or implied written or verbal power of attorney from the claimant or respondent to sign on their behalf and thus, bind the claimant or respondent to the terms of the Mediation Submission Agreement as if they signed the form personally.

To sign this Mediation Submission Agreement electronically, you must:

1. Enter the name of the party to this dispute
2. Enter your name
3. Sign personally below by entering your name and initials, preceded by "/s/" as shown in the example below:

Example: /s/ John Q. Public

4. Indicate in the box (next to your signature) the capacity in which you are signing Example: individual, representative, legal counsel, executor, trustee, corporate officer, mediator
5. Enter the date that you sign the form
6. If more than 3 parties need to sign this agreement, please submit another form for the additional parties
7. Enter your email address

Sign Here:

1. *Name of Party to Dispute* 2. *Your Name* 3. *Your Signature (per example)* 4. *Capacity* 5. *Date*

Mediator's Name: *Mediator's Signature (per example):* *Date:*

Enter Email Address:

You will receive an email confirmation that we received your Mediation Submission Agreement. If you have any issues or concerns with submitting the Mediation Submission Agreement, please email Mediate@FINRA.org for assistance. Thank you.