# MEDIATION SUBMISSION AGREEMENT
# FINRA DISPUTE RESOLUTION

Please submit this agreement, **with original signatures**, to your Mediation Case Administrator at the appropriate FINRA Dispute Resolution (FINRA) address listed at the end of this agreement.

| | |
|---|---|
| **FINRA Case No.** | |
| **Case Name:** | |

**Does this matter involve a pending FINRA Arbitration Case?** ***(Please Check One)*** **Yes** ☐ **No** ☐

**If No, what type of dispute is this?**

Customer ☐ Industry or Clearing ☐

**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 10400 of the NASD 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. **If the mediator is chosen by the mediating parties from outside of the FINRA mediator pool, the mediating parties hereby waive the right to request a self-disclosure statement from the mediator.**

4. 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.

5. The mediating parties agree to pay, and to deposit with FINRA, the estimated amounts of, mediator's fees and expenses, at the execution of this Agreement and/or as requested by FINRA. FINRA shall refund to the parties concerned any excess amounts from the deposits.

   The mediating parties and the mediator agree that the mediator fees shall be:

   (*Please check one*)

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|---|---|
| | (A) $ per hour. |
| | (B) If other than hourly, fee and terms: |

   *(Please check one)*

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| | (A) The mediating parties agree to apportion the mediator's fees and expenses equally among themselves as specified in the Code. |
| | (B) The mediating parties agree to apportion the mediator's fees and expenses in the following manner: |

6. The mediating parties each agree to pay FINRA the Administrative Fee specified in the Code at the execution of this Agreement, if applicable.

7. The mediating parties understand and agree that FINRA has the right to cease providing the mediation forum, and that the mediator may cease providing the mediation services, if at any time any mediating party fails to submit payments as requested by FINRA. FINRA may obtain the permission of the mediator to collect the payments on behalf of the mediator, and shall be reimbursed for any expenses incurred for the collection.

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.

10. This Agreement may be executed in one or more counterparts and duplicates, and all such counterparts and duplicates shall together constitute one and the same binding, original document. Parties may attach additional execution page addendum as necessary, and such execution page addendum shall be part of this Agreement.

11. IN WITNESS WHEREOF, the parties hereto have signed and acknowledged the foregoing MEDIATION SUBMISSION AGREEMENT.

**Mediating Party, CLAIMANT 1:**

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|---|---|
| **Party's Name:** | |
| **Party's Signature:** | **Date:** |
| **Attorney or Representative's Name:** | |
| **Attorney or Representative's Signature:** | **Date:** |

**Mediating Party, CLAIMANT 2:**

| | |
|---|---|
| **Party's Name:** | |
| **Party's Signature:** | **Date:** |
| **Attorney or Representative's Name:** | |
| **Attorney or Representative's Signature:** | **Date:** |

**Mediating Party, RESPONDENT 1:**

| | |
|---|---|
| **Party's Name:** | |
| **Party's Signature:** | **Date:** |
| **Attorney or Representative's Name:** | |
| **Attorney or Representative's Signature:** | **Date:** |

**Mediating Party, RESPONDENT 2:**

| | |
|---|---|
| **Party's Name:** | |
| **Party's Signature:** | **Date:** |
| **Attorney or Representative's Name:** | |
| **Attorney or Representative's Signature:** | **Date:** |

**Mediating Party, RESPONDENT 3:**

| | |
|---|---|
| **Party's Name:** | |
| **Party's Signature:** | **Date:** |
| **Attorney or Representative's Name:** | |
| **Attorney or Representative's Signature:** | **Date:** |

**Mediator:**

| | |
|---|---|
| **Mediator's Name:** | |
| **Mediator's Signature:** | **Date:** |

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| **Acceptance by FINRA Mediation Forum**<br>**FINRA Dispute Resolution Regional Office** | |

**Please return to your Mediation Administrator in the appropriate office listed below:**

**NEW YORK REGION**
**Northeast, Mid-Atlantic, & Ohio**

FINRA Dispute Resolution
One Liberty Plaza
165 Broadway, 27th Floor
New York, NY 10006

Phone (212) 858-4359
Fax (301) 527-4770

**CHICAGO REGION**
**Midwest, Northwest, & Texas**

FINRA Dispute Resolution
55 West Monroe Street, Suite 2600
Chicago, IL 60603

Phone (312) 899-4442
Fax (301) 527-4847

**BOCA RATON REGION**
**Southeast, Southwest, & California**

FINRA Dispute Resolution
Boca Center Tower 1
5200 Town Center Circle, Suite 200
Boca Raton, FL 33486

Phone (561) 447-4917
Fax (301) 527-4869