AutoText Entries

## Email Confidentiality Statement

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## Merger and Integration Clause

This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.

## Mediation & Arbitration Clauses

If any dispute or controversy arising out of this Agreement cannot be settled by the parties, such dispute or controversy shall be settled in accordance with this Section.

(a) **Mediation**. The parties shall first submit the dispute or controversy to mediation in accordance with the following procedure. Each party shall have five (5) business days from the date they cease direct negotiations to submit to each other a written list of acceptable qualified mediators not affiliated with any of the parties. Within five (5) days from the date of receipt of such list, each party shall rank the mediators in numerical order of preference and exchange such rankings. If one or more names are on both lists, the highest ranking person shall be designated as the mediator. If no mediator has been selected under this procedure, the parties agree jointly to request a State or Federal District Judge of their choosing to supply within ten (10) business days a list of potential qualified mediators. Within five (5) business days of receipt of the list, the parties shall again rank the proposed mediators in numerical order of preference and shall simultaneously exchange such list and shall select as the mediator the individual receiving the highest combined ranking. If such mediator is not available to serve, they shall proceed to contact the mediator who was next highest in ranking until they promptly designate a mutually convenient time and place for the mediation, and unless circumstances require otherwise, such time is to be not later than forty-five (45) days after selection of the mediator. The parties agree to participate in the mediation procedure to its conclusion. The mediation shall be terminated

(i) by the execution of a settlement agreement by the parties,

(ii) by a declaration of the mediator that the mediation is terminated or

(iii) by a written declaration of a party to the effect that mediation process is terminated.

If the mediation is terminated without a resolution of the dispute, the parties agree to arbitrate. The fees and expenses of the mediator shall be shared equally by the parties. The mediator shall be disqualified as a witness, consultant, expert or counsel for any party with respect to the dispute and any related matters.

(b) **Arbitration**. If any dispute or controversy cannot be settled by the parties, the dispute or controversy shall be settled by binding arbitration in (City), (State). The parties shall agree upon an arbitrator and in the event the parties do not agree upon an arbitrator, the Chief Judge (Civil) of the First Judicial District shall name an appropriate arbitrator. The arbitrator shall decide procedural issues including discovery procedures. The arbitrator’s award will be final and binding and judgment may be entered in any court of competent jurisdiction.