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MEDIATION AGREEMENT

We have voluntarily retained Rachel S. Silberstein (the mediator) to conduct divorce mediation with us. We have not waived our right to consult with and/or retain our own attorneys concerning this or any other matter. The mediator in no way requests that we waive this right. We further understand that each of us is free to consult with and/or retain our own independent attorney at any point in the mediation process. If we do not do this at any particular time, it is by our own choice. The mediator has made it clear to us that she recommends that each of us consult with independent attorneys before signing any Separation Agreement. We understand that this agreement does not bind us to continue to work with the mediator.

CONFIDENTIALITY

The mediator and the parties further agree with one another as follows:

- A. Mediation is a voluntary procedure. We are undertaking it to reach a settlement of a dispute between us, the parties. This voluntary procedure depends upon the development of trust so all parties may be open and honest. As a result, everyone involved in mediation, and the mediation process itself, needs the protection offered by complete confidentiality.
- B. We agree that all discussions between the parties and the mediator are made with a view toward settlement. We agree that they come within the rules which exclude any disclosures from being relevant in court or arbitration. This is pursuant to NY CPLR 4547 & 3103(b).
- C. The parties agree that they will not call the mediator or any consultant brought in by the mediator as a witness in any court or arbitration to testify regarding any aspect of mediation.

Our fee is \$300 per hour, or prorated parts of an hour. Fees will be paid at each session. This fee is for: mediation sessions, telephone contacts with us or other professionals concerning mediation, or researching, preparing and drafting written materials (excluding the divorce agreement and uncontested packet, which are billed as a flat fee under a separate retainer agreement). No work will be done without our consent.

We understand that consultants may be required to handle specialized tasks. The charges for those consultants will be separate and in addition to the fees charged by the mediator. These separate fees will be discussed with us beforehand and billed directly to us by these professionals.

We agree that the mediator, who is also an attorney, will not represent either party in an adversarial court case. We also agree that the preparation and filing of uncontested divorce papers is not an adversarial court case.

This agreement is contractual and cannot be changed or waived without written consent of the mediator and the parties.

Consented and Agreed to by the Parties:

Party #1

Party #2

Rachel S. Silberstein, Mediation and Legal Services

Date