

FINRA Case Number

Case Name

Mediation Submission Agreement

Please submit this agreement to your Mediation Case Administrator at the appropriate FINRA Dispute Resolution Services address listed at the end of this agreement.

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. 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 and of all the arbitrators, if appointed.
5. If requested by the mediator, 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.
6. The mediating parties each agree to pay FINRA the Administrative Fee specified in the Code at the execution of this Agreement, if applicable.

The mediator's rate is listed on the Mediation Session Advance Sheet, included in the case packet.

The parties and mediator will agree on how the mediator fees and expenses will be allocated and can provide their agreement at any time during the mediation process. In the absence of party agreement, fees will be assessed equally among the parties as specified in the Code.

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.

Electronic Signature

By entering your electronic signature, 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 following example: **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

Mediating Parties and Mediator's Signature Page

Party representatives may sign on behalf of their clients.

1. _____
 Name of Party to Dispute Your Name Your Signature

 Capacity (example individual, representative, Date Email Address
 legal counsel, trustee, corporate officer)

2. _____
 Name of Party to Dispute Your Name Your Signature

 Capacity (example individual, representative, Date Email Address
 legal counsel, trustee, corporate officer)

3. _____
 Name of Party to Dispute Your Name Your Signature

 Capacity (example individual, representative, Date Email Address
 legal counsel, trustee, corporate officer)

4. _____
 Name of Party to Dispute Your Name Your Signature

 Capacity (example individual, representative, Date Email Address
 legal counsel, trustee, corporate officer)

5. _____
 Name of Party to Dispute Your Name Your Signature

 Capacity (example individual, representative, Date Email Address
 legal counsel, trustee, corporate officer)

6. _____
 Name of Party to Dispute Your Name Your Signature

 Capacity (example individual, representative, Date Email Address
 legal counsel, trustee, corporate officer)

 Mediator's Name Mediator's Signature Date

Acceptance by FINRA Mediation Forum, FINRA Dispute Resolution Services

Please email the executed Mediation Submission Agreement to mediate@finra.org.

Mara Weinstein

National Mediation Administrator
FINRA Dispute Resolution Services
Brookfield Place
200 Liberty Street
New York, NY 10281
(212) 858-4384
Mara.Weinstein@finra.org