

FORM 63

Mediation Settlement Agreement
(Rule 105(18))

(For the Expedited Mediation Process, insert:)
Mediation Settlement Agreement - Expedited Mediation Process
(Rule 105(18))

(Title Form 1)

Final **Draft**

The parties acknowledge that an agreement was reached in the mediation held on _____, the _____ day of _____, and that the results of the mediation are as follows:

(For the Expedited Mediation Process, use the following box:)

The parties acknowledge that an agreement was reached before the mediation session and was confirmed by email on _____, the day of _____, and that the results of the mediation are as follows:

Confidentiality

We accept that the mediator cannot be asked by any of the parties to testify in any proceedings before a court of law.

We accept that all statements or documents obtained during the course of mediation, which would not have been obtained otherwise, will not be used when discussing the matter before the court or during any other proceedings. Also, we accept that all the information obtained during the course of mediation will not be admissible as evidence or to impeach the credibility of a party.

We understand that the mediator or any party to the mediation shall not disclose to the public any confidential information concerning an issue submitted to mediation unless the disclosure is:

- a) Required by law, in such cases where one party has committed an offence in violation of the *Bankruptcy and Insolvency Act* or any other legislation.
- b) Authorized by the person to whom the confidential information relates.

Signature of the mediation agreement

We hereby agree that this agreement may be signed in counterparts and submitted electronically to the Office of the Superintendent of Bankruptcy.

Dated at _____, this _____ day of _____.

Bankrupt

Bankrupt's Legal Counsel
(if applicable)

Licensed Insolvency Trustee

Licensed Insolvency Trustee's Legal Counsel
(if applicable)

Creditor
(as applicable)

Creditor's Legal Counsel
(if applicable)