

Mediation. The parties hereby pledge and agree that before resorting to any binding dispute resolution procedure, they will first attempt to resolve any dispute, claim or controversy arising out of or relating to this Agreement or any alleged breach hereof (collectively, "Dispute") through a mediation conducted before a neutral mediator referred by Franchise Arbitration and Mediation Services ("FAM") and accepted by the parties, in accordance with FAM's Mediation Guidelines, which are available at FAM's website (www.franarb.com). Mediation will be conducted in [County, State] and will be conducted and completed within 45 days following the date either party first gives notice of mediation. The fees and expenses of the mediator will be shared equally by the parties. The mediator will be disqualified as a witness, expert or counsel for any party with respect to the Dispute and any related matter. Mediation is a compromise negotiation and will constitute privileged communications under the law governing this Agreement. The entire mediation process will be confidential and the conduct, statements, promises, offers, views and opinions of the mediator and the parties will not be discoverable or admissible in any legal proceeding for any purpose; provided, however, that evidence which is otherwise discoverable or admissible will not be excluded from discovery or admission as a result of its use in the mediation.