

Booking.com Partner Hub

This document contains the following:

- MfN - Mediation rules / pages 2-12
- Booking.com B.V Scope Mediation Protocol / pages 13-15
- ReulingSchutte B.V. General Terms / pages 16-19
- ReulingSchutte B.V. Framework Mediation Agreement / pages 20-25
- ReulingSchutte B.V. Mediation Statement Template / pages 26-28

MfN - Mediation rules

Article 1 - Definitions

In these rules the following terms have the following meaning:

- a. issue: the issue described in the mediation agreement.
- b. certifying institution: the institution which issues certificates of professional competence to mediators on the basis of a certification schedule recognized or accepted by the MfN.
- c. mediation: procedure in which the parties make an effort to resolve their issue under the supervision of a mediator in accordance with the rules.
- d. mediation agreement: the written agreement in which the parties agree to endeavour to resolve the issue through mediation, and instruct the mediator to act as mediator in respect of the issue and the mediator accepts this instruction.
- e. mediator: the person who conducts the mediation and who is listed in the register.
- f. the SKM: the Quality Foundation for Mediators (Stichting Kwaliteit Mediators), having its registered office in Rotterdam.
- g. MfN: Netherlands Federation of Mediators (Mediatorsfederatie Nederland).
- h. party/parties: the parties who wish to resolve the issue through mediation.
- i. register: the register of mediators kept by the SKM.
- j. the rules: these rules.
- k. secretariat: the secretariat of the SKM.

Article 2 – Appointment of the mediator

- 2.1. The parties shall themselves appoint a mediator.
- 2.2. If the parties wish to be assisted by the SKM in selecting a mediator, they must file a written request thereto with the secretariat. This request must contain the names, (e-mail) addresses, telephone and fax numbers of the parties and their representatives, if any, as well as a general description of the issue.
- 2.3. Upon receipt of the request, the secretariat will send to the parties:
 - a. a list with the names of the mediators who, on the basis of the description of the issue and/or the relevant criteria stated by the parties, are considered eligible;
 - b. a copy of the rules and a copy of the Code of Conduct for MfN-registered mediators;
 - c. an invoice for administrative charges.
- 2.4. The parties will together select a mediator from the aforementioned list. The parties may then contact the mediator directly. If the parties do not wish to contact the mediator directly, they must inform the secretariat in writing which mediator they have selected.

Upon receipt of this letter the secretariat will inform the mediator concerned of the request and of his having been selected, so that the mediator may then contact the parties.

- 2.5 If the parties fail to jointly agree on the selection of a mediator, they (or either one of them) may request the secretariat to make a written proposal for a mediator who may be appointed by the parties.
- 2.6. On acceptance of the instruction the mediator will draw up a mediation agreement. The parties and the mediator will then sign the mediation agreement.

Article 3 – Commencement of mediation

- 3.1 The mediation will commence as soon as the mediation agreement has been signed by the parties and the mediator, unless a different time is agreed in the mediation agreement.

Article 4 – Activities of the mediator and process supervision

- 4.1 The activities of the mediator relate to the mediation sessions, but may also comprise other activities such as reporting, contacts with the parties (either electronically, in writing or by telephone), studying papers, contacts with third parties, and drawing up agreements, all this from the commencement of the mediation onwards.
- 4.2 The mediator shall decide, after having consulted the parties, on the manner in which the mediation will be conducted.
- 4.3 The mediator may communicate with the parties separately and confidentially.
- 4.4 The parties and the mediator shall do their best to ensure that the mediation proceeds in an expeditious manner.

Article 5 - Voluntariness

- 5.1. The mediation shall take place on the basis of voluntariness of the parties. Each party, as well as the mediator, may put an end to the mediation at any time.
- 5.2. Agreements in the interim shall bind the parties only insofar as the parties explicitly lay down the binding nature of these agreements in a signed agreement. They shall not be bound by the positions adopted or proposals made by them or by the mediator during the mediation. The parties shall be bound only by what has been laid down in the agreement referred to in article 10.1 and signed by them.

Article 6 – Privacy

- 6.1 No persons other than the Mediator and the Parties and/or their representatives are involved in the Mediation. In the event that persons other than those mentioned above are involved in the Mediation, the consent of the Parties is required. If the Mediator so wishes, he may receive secretarial support in the Mediation from a person designated by him for that purpose. In any case, the Mediator ensures that all persons involved in the Mediation sign a confidentiality agreement.

- 6.2 If a Party makes use of a representative during the Mediation, the representative must be authorized to carry out all (legal) actions that are necessary for the Mediation, including entering into an agreement as referred to in article 10.1. At the Mediator's request, a written power of attorney that demonstrates the representative's authorization must be shown.

Article 7 – Confidentiality

- 7.1 The Parties shall not disclose to third parties – including judges or arbitrators – any details regarding the progress of the Mediation, the positions taken therein by the persons involved in the Mediation, proposals made or any information provided orally or in writing, directly or indirectly.
- 7.2 The Parties undertake not to disclose to third parties – including judges or arbitrators – nor cite, quote, paraphrase or otherwise rely on documents if these documents have been revealed, shown or otherwise disclosed by a person involved in the Mediation during or in connection with the Mediation. This obligation does not apply insofar as the person concerned already had or could have had access to this information independently of the Mediation.

Documents as referred to in this article are understood to include:

- the Mediation Agreement;
- notes from the Parties or the Mediator in the context of the Mediation;
- reports;
- the Agreement referred to in article 10.1, except if and insofar as the Parties have agreed that (the content of) that agreement, or a part thereof, is not confidential;
- other data carriers such as audio tapes, video tapes, photos and digital files in any form whatsoever.

- 7.3 Articles 7.1 and 7.2 also apply to the Mediator.
- 7.4 The Parties hereby waive the right, in court or otherwise, for anything that has been provided and/or has emerged during the Mediation to be presented as evidence against each other, and/or for the MfN/SKM, (former) board members of the MfN/SKM or persons employed at MfN/SKM or otherwise involved in MfN/SKM, each other, the Mediator or others involved in the Mediation to be heard or proposed to be heard as witnesses or otherwise concerning information that has been provided and/or has emerged during or in connection with the Mediation, or concerning the content of the Agreement as referred to in article 10.1, all in the broadest sense of the word. The Parties are deemed to have concluded an evidence agreement for this purpose.
- 7.5 The Mediator shall handle all information that is provided to him by one of the Parties in the absence of the other Party as confidential, except insofar as the Party concerned explicitly grants permission for that information to be broached during the Mediation.

- 7.6 The provisions of articles 7.1 to 7.5 do not apply in the event of:
- a. information concerning criminal conduct for which there is a statutory reporting obligation or a statutory right to report.
 - b. information concerning the threat of a crime.
 - c. a complaint, disciplinary or liability proceeding against the Mediator. In that case, the Mediator is released from the confidentiality obligation applicable to him insofar as necessary for him to defend himself against the claims and/or call upon his professional liability insurance. The obligation of confidentiality lapses for all persons involved insofar as necessary to handle the complaint.
 - d. a request from the Certifying Institution to the Mediator to provide anonymized information as evidence of working practice provided that the Certifying Institution commits itself to confidentiality in writing.
 - e. a request from a reviewer appointed by the SKM to the Mediator to provide information as evidence of working practice provided that the reviewer commits himself to confidentiality in writing.

Article 8 – End of the mediation

- 8.1. The mediation shall end:
- a. through a written statement from the mediator to the parties stating that the mediation has ended;
or
 - b. through a written statement from one party to the other party or parties and to the mediator stating that it withdraws from the mediation.
- 8.2. After termination of the mediation, the confidentiality and payment obligations of the parties under the mediation agreement shall remain intact.

Article 9 – Other proceedings

- 9.1. Any legal or similar proceedings already pending on commencement of the mediation regarding the issue or parts thereof – with the exception of steps to safeguard rights – shall be stayed by the parties for the duration of the mediation.
- 9.2. The parties undertake for the duration of the mediation not to institute any proceedings as referred to in article 9.1 against each other, with the exception of steps to safeguard rights.
- 9.3. If a party takes steps to safeguard rights, or institutes proceedings other than those referred to in article 9.1, that party shall be obliged to notify this to the mediator and to the other party or parties within 24 hours after having taken such steps or after having instituted such proceedings.

Article 10 – Recording the result of the Mediation

- 10.1 The Mediator ensures that everything that the Parties have agreed is properly recorded in an agreement, whether or not by or with the help of an expert third party.

The Parties are and remain responsible for the content of the agreement, to the exclusion of the Mediator. The Parties have the right to be advised by an external expert.

10.2 The Mediator is not liable for the content of the agreement to be concluded by the Parties nor any damage resulting therefrom.

10.3 The Mediator ensures that the Parties determine jointly and in writing the extent to which (the content of) the agreement to be concluded is confidential. In any case, the content of the concluded agreement may be submitted to the court if this is necessary in order to demand compliance.

Article 11 – Limitation of liability

Any liability of the Mediator, in the event of damage as a result of his acts or omissions in the Mediation, is limited to at most the amount paid out by his professional liability insurer in the relevant insurance agreement, plus the amount of the deductible payable by the Mediator in accordance with that insurance agreement in the relevant case.

Article 12 – Rules of conduct and complaints

The mediator shall be bound by the Rules of Conduct for MfN-registered mediators (MfN-registermediator) adopted by the Board of the MfN and shall be subject to the SKM complaints scheme and disciplinary rules in accordance with the rules of the foundation "Stichting Tuchtrechtspraak Mediators". A party may lodge a complaint with the SKM within twelve months from the termination of the mediation in accordance with the SKM Complaints Scheme at that time in force.

Article 13 – Cases not provided for by these rules

In all cases not provided for by these rules the mediator shall decide. In doing so the mediator shall act in accordance with the purport of these rules.

Article 14 – Amendments to the rules and/or deviations from the rules

14.1 If and insofar as the parties wish to deviate from the MfN-Mediation rules, this shall be possible only by means of an agreement in writing with the explicit consent of the mediator.

14.2 The MfN shall have the power to amend the rules at any time. Such amendments shall not affect mediations that are already ongoing at that time. The version of the rules in force at the time of the commencement of such ongoing mediations shall apply to such mediations.

Article 15 – Applicable law

These rules shall be governed by Dutch law.

The same shall apply in respect of the agreement referred to in article 10.1.

Code of Conduct for MfN-registered mediators (MfN-registermediator)

This Code of Conduct forms a guideline for the conduct of MfN-registered mediators. It also serves as information provision for the parties involved and as criterion for the disciplinary tribunal when reviewing the actions of a mediator.

1 – Professional ethics and integrity

The mediator shall behave as may be expected of a mediator.

Explanation

This rule is the basis for the actions of the mediator and the foundation for all other rules of conduct, which are derived therefrom. Integrity is a core value for the mediator. The mediator may be expected to comply with and enforce his professional code and general social and ethical norms and values, even in the event of outside pressure to deviate therefrom. The mediator shall at least act as a reasonably competent and reasonably acting mediator.

2 – Transparency

The mediator shall explain the mediation process to the parties.

Explanation

Transparency means that the mediator gives the parties clarity about the mediation process, including his own role therein. The mediator will make it possible to discuss issues with or between the parties and will be clear about his approach and what the parties may expect of him. Openness and clarity are essential for building up confidence and a good working relationship with the parties. This helps the mediator to avoid difficulties at a later stage.

3 – Party autonomy

- 3.1 The Mediator ensures that all persons involved in the Mediation respect the autonomy of the Parties.
- 3.2 The Mediator makes no pronouncements on the Issue.

Explanation

The mediator protects the autonomy of the parties and verifies their commitment and voluntary participation in the mediation. The parties make their own choices and are responsible for them. The mediator goes between the parties and supports them in making their choices and searching for a solution. The mediator can provide parties with information where necessary, so that they can form a carefully considered picture and determine their position.

The mediator makes no pronouncements on the issue or a part thereof. He therefore does not make any decisions about the content of the conflict between the parties. The mediator is also cautious in giving his opinion or advising on what a party should or should not do. An opinion or piece of advice is usually not value-free or impartial and is difficult to reconcile with party autonomy and the neutral role of the mediator. If necessary, the mediator informs the parties of the possibility to consult external advisers or experts during the mediation.

In the event that the mediator, upon the explicit request of all parties, nevertheless wishes to make a pronouncement, whether binding or not, he will unequivocally have to give up his role as mediator. For the parties, it must be clear in which capacity the mediator is acting. The mediator records this change of role in writing.

4 – Independence

- 4.1 The mediator shall take an independent position. He has no interest which could affect his impartiality.
- 4.2 If the mediator cannot supervise the issue in an independent manner, he shall not accept the assignment or he shall withdraw.

Explanation

A mediator who has an interest in the mediation which affects or could affect his independence, will not accept his appointment. This interest could be a personal or commercial relationship which the mediator or one of his colleagues has or has had with the parties or with one of them, or in the outcome of the mediation. He must also be aware of the possible appearance of dependence and act accordingly. The mediator will clarify his position to the parties if his independence is or could be a matter of discussion. He will then ask the parties whether they wish to continue with him on this basis. The mediator will see to it that he safeguards his independence both during and after the mediation. He will withdraw, if necessary.

5 – Impartiality

- 5.1 The mediator represents the interests of all the parties. He is impartial and acts without prejudice.
- 5.2 If the mediator cannot supervise the issue in an impartial manner, he shall not accept the assignment or he shall withdraw.

Explanation

A mediator is characterised by his neutral, impartial role. The mediator is there for all the parties. He has a confidential position with regard to each of them. In neither word nor deed shall a mediator indicate a preference for or disapproval of (one of) the parties and he will act without prejudice with regard to the parties. The confidence of the parties that the mediator is impartial, is essential for the quality of the mediation process.

The mediator will only act in respect of issues in which he can retain his impartiality. He will endeavour to ensure that his impartiality is not affected by prejudice based on such things as personal characteristics, position, religion or background or by an opinion on positions or interests introduced by the parties.

The mediator may be expected to critically review his own actions and continually monitor his neutral, impartial position. If it is impossible for the mediator to monitor the mediation in an impartial manner, he will withdraw.

6 – Confidentiality

6.1 The Mediator ensures that all persons involved in the Mediation undertake to respect the confidentiality of the Mediation.

6.2 The Mediator has an obligation of confidentiality.

6.3 The obligation of confidentiality continues after the termination of the Mediation.

Explanation

The mediator ensures that he and all other persons involved in the mediation explicitly commit themselves to the obligation of confidentiality in order to facilitate the mediation process. The guiding principle is that everything that is exchanged orally and in writing during a mediation is confidential. This information may not be used outside the mediation during or after completion of the mediation, unless the parties explicitly make arrangements with each other and with the mediator that deviate therefrom, for example if feedback is required for the progress of the mediation.

Information that was already public or well-known before the mediation falls outside the obligation of confidentiality. The obligation of confidentiality applies to all persons involved in the mediation process and, in particular, to the mediator, who is primarily responsible for ensuring that the persons involved commit themselves to the confidentiality obligation and respect confidentiality.

The mediator has an obligation of confidentiality with regard to everything that he learns in his capacity as mediator in his conversations with the parties and their advisors, both in plenary sessions and separately. His confidentiality obligation also applies to exploratory discussions with parties before a mediation agreement has been concluded with them. Any feedback of information by the mediator to referrers or clients that goes beyond a notice of termination of the mediation only occurs in consultation with and under the approval of all parties.

The mediator's confidentiality obligation lapses insofar as the mediator requires this to defend himself in proceedings, including complaint or disciplinary proceedings.

The mediator's confidentiality obligation is subject to a few exceptions, which can be found in the Mediation Rules for MfN-registered mediators.

7 – Competency

The mediator shall only accept a mediation if he possesses the necessary qualities for the mediation to run smoothly.

Explanation

A mediator may be expected to possess the knowledge, skills, professional attitude and the personal qualities which are necessary to safeguard the smooth progress of the mediation. If this is not the case or it is not sufficiently the case, he will not accept the mediation. Should the mediator already have accepted the mediation, he will withdraw.

The mediator is expected to have knowledge of communication and conflict resolution, negotiating concepts and intervention techniques. The expected knowledge can also encompass substantive expertise in the area of the conflict if the parties have precisely appointed the mediator with that in mind. The skills which may be expected of the mediator are, for example, intervention techniques geared to improving the communication between the parties, clarifying the problem and the related emotions and interests and supervising the negotiations between the parties. The mediator possesses more technical skills, such as discussing and making a mediation agreement and recording agreements in a settlement agreement.

The essence of the professional attitude is that the mediator has integrity and is reliable, carries out his work to the best of his ability and is willing to follow continual schooling and to develop further as mediator. Personal qualities are essential for the mediator. The mediator may be expected to be balanced, flexible, empathic and decisive and that he operates well in a context in which pressure and conflicting interests play an undeniable role.

8 – Working method

- 8.1 The mediator is responsible for the mediation process and shall monitor the course thereof.
- 8.2 Prior to the mediation, the mediator shall make a written mediation agreement with all parties which shall at least lay down the duty of confidentiality and the fact that the mediation is voluntary.
- 8.3 The mediator shall not involve any third parties in the mediation, subject to consent of the parties.

Explanation

The essence of the mediator's task is to monitor the mediation process. The mediator will handle the mediation with the necessary expedience and will make sufficient time available for the mediation. He will explain the mediation process, the contents of the mediation agreement and the Rules. The mediator verifies whether the parties understand what conditions and consequences are attached to the signing of the mediation agreement.

The mediator will see to a balanced handling of the issue and will promote as much as possible that each party gets its turn in equal measure, has sufficient access to the necessary information and has the scope to consult financial, legal, psychological or other advisers if necessary.

The mediator is responsible for the contractual recording in the mediation agreement of the duty of confidentiality of the parties and the mediator himself. The parties have no statutory duty of confidentiality. The duty of confidentiality of the parties is primarily intended to promote that they can speak freely during the mediation discussions and that confidence can be built. The parties shall jointly determine the scope of the duty of confidentiality. They will evaluate whether it is necessary for the progress of the mediation which has taken place with certain persons outside of the mediation table consultation. The mediator will see to it that the scope of the duty of confidentiality is recorded.

The mediator will see to it that third parties engaged in the mediation sign a confidentiality agreement. The consent of the parties is not necessary for secretarial support of the mediator referred to in article 6.1 of the Rules.

9 – Fees and costs

- 9.1 The mediator shall agree his fees and the additional costs with the parties in advance and shall record this agreement in the mediation agreement.
- 9.2 Unless the mediator has good grounds for presuming that the parties would not qualify for a mediation supplement, he is obliged to inform the parties of the possibility thereof. If parties may possibly qualify for a mediation supplement but nonetheless choose not to claim this supplement, the mediator shall record this in writing.
- 9.3 The mediator shall not demand or receive remuneration in any form whatsoever for a mediation to which he is assigned on a supplement basis, apart from the own contribution imposed by the Dutch Legal Aid Board.
- 9.4 The mediator is permitted to agree a fixed amount for the mediation.
- 9.5 The mediator shall provide a clear, orderly invoice.

Explanation

At the start of the mediation the mediator will make clear agreements relating to his fees (or a fixed sum for the mediation process) and possible additional costs. The mediator will agree with the parties who is to bear the costs of the mediation. The mediator will provide a clear, itemised invoice. He will keep a record of his activities and will produce this if requested so that the parties can clearly see which costs are charged for which activities.

Parties may qualify for a mediation supplement from the Dutch Legal Aid Board in various legal fields, such as personal and family law, labour and dismissal, agreements and contracts, tenancy law and administrative law. Upon commencement of the mediation the mediator is obliged to investigate whether one or more parties qualify for a mediation supplement. This obligation may cease to apply if the mediator has good grounds for presuming that one or more parties do not qualify for a supplement.

For instance, this may be the case if the nature of the dispute does not meet the substantive requirements of the Dutch Legal Aid Board or if the financial capacity of the parties exceeds the income limit set by the Dutch Legal Aid Board (see www.rvr.org). Mediators who are not registered with the Dutch Legal Aid Board refer parties who qualify for a mediation supplement to a mediator who is registered with the Dutch Legal Aid Board. If parties qualify for a mediation supplement but refrain from claiming this, this is recorded in writing by the mediator.

Apart from the own contribution, the mediator may in no circumstance whatsoever charge any amount to a party who is receiving mediation on a supplement basis. Charging costs to a party receiving mediation on supplement basis contravenes the provisions of the Dutch Legal Aid Act (article 33e paragraph 3 and article 38 paragraph 1) as well as article 11 paragraph 4 of the Registration Conditions for Mediators laid down by the Dutch Legal Aid Board – although, of course, the mediator will receive remuneration from the Dutch Legal Aid Board for activities performed on supplement basis.

10 – Disciplinary procedure

The mediator is subject to the disciplinary procedure in accordance with the Rules of Stichting Tuchtrechtspraak Mediators.

Explanation

Every mediator who is registered in the MfN-register at the start of a mediation, is subject to this disciplinary procedure.

Scope Mediation Protocol

This protocol applies to mediations between Booking.com B.V. (Booking.com) and its accommodation partners. This protocol is part of the commitment of Booking.com to make a good faith effort to settle issues with accommodation partners in a professional and amicable way - in line with EU regulations.¹ The complaint mechanism of Booking.com consists of a two stage approach.

Firstly, in case of an issue between Booking.com and one of its accommodation partners, the first step is to follow the internal complaint handling mechanism (more info on the partner help center (<https://partner.booking.com/>)).

Secondly, if the internal complaint handling mechanism does not lead to the settlement of the dispute, Booking.com and its accommodation partner may request mediation. In that case this mediation protocol applies.

1. General principles

- a. Mediation will take place under the guidance of one of the appointed mediators of ReulingSchutte (see below under clause 5).
- b. The mediators are MfN registered and work in accordance with the MfN Rules and MfN Code of Conduct. (MfN: Netherlands Federation of Mediators -Mediatorsfederatie Nederland, **annex**).
- c. The mediators are independent and neutral and have no interest whatsoever in the outcome of the mediation. There is no relation between Booking.com and (the mediators of) ReulingSchutte other than the Framework Mediation Agreement between Booking.com and ReulingSchutte (**annex**).
- d. The mediators work on the basis of the general terms of their office ReulingSchutte (**annex**).
- e. In mediation the positions of each party will be equally considered.
- f. Participation in the mediation is on a voluntary basis.
- g. The mediator is responsible for the process and the progress, but is not responsible for the content of the solution identified.
- h. Mediation is confidential.

2. Start of mediation

- a. Both Booking.com and its accommodation partner may propose mediation.
- b. If Booking.com proposes to start mediation, it will first agree with the accommodation partner on this procedure. Subsequently, the accommodation partner shall start the process under clause 2c.
- c. If the accommodation partner proposes to start mediation, the process will be as follows:
The accommodation partner will send the following email to the mediators, who can be reached by email at mediation@reulingschutte.nl:

¹ Regulation (EU) 2019/1150 of the European Parliament and of The Council of June 20, 2019, on promoting fairness and transparency for business users of online intermediation services.

“We are one of the accommodation partners of Booking.com and we would like to start a mediation with them. We are starting this mediation in regards of complaint ...[complaint ID]. We understand this works as follows:

The mediation will consist of two separate intake meetings (1 hour each) and one joint meeting (2 hours). The fixed fee for this mediation process is set on € 997,50 p.p. ex VAT.

*We have read the Mediation Protocol, the Framework Mediation Agreement signed by Booking.com and ReulingSchutte (**annex** of the mediation protocol), the general terms of ReulingSchutte (**annex** of the mediation protocol), the MfN Rules and Code of Conduct (**annex** of the mediation protocol) and the Mediation Statement (**annex** of the mediation protocol). We agree that the mediation will be based on those documents.*

The participant(s) of the mediation on behalf of ...[name and entity of the accommodation partner]..... shall be ...[name(s) and contact details (email address and telephone number) of the participants].....

Please send us the invoice of € 997,50 ex. VAT. Subsequently payment will be effected in order to start the mediation a.s.a.p. The invoice can be sent to..... with reference to..... and purchase number.....”

- d. After having received the above email and advance payment by the accommodation partner, one of the appointed mediators will send an email to both parties with the request to sign the Mediation Statement (annex), as a condition before the mediation procedure can start. Subsequently, the mediator will propose dates and times in order to schedule the meetings.

3. Mediation process

- a. As a general principle - and for the fixed mediation fee - the mediation will consist of two separate intake meetings (approximately/max 1 hour each) and one joint meeting (approximately/max 2 hours), unless parties jointly decide otherwise.
- b. The meetings will take place remotely, with the use of communication technologies (video conferencing). The documents/file of the internal complaint-handling procedure will not be transferred to the mediators, but the mediators may ask the parties to share their summary/view of the matter in a concise memorandum.
- c. The mediation shall take place in English, unless parties agree otherwise.
- d. At the end of the joint meeting parties and the mediator shall discuss if a second meeting, or any other steps, are needed in order to resolve the issue at hand. For the costs of any additional step see below under 4b.
- e. Following the joint meeting, the mediator shall prepare a concise report of such meeting. This report, and any other communication during the mediation process, is confidential and will only be sent to the participants unless they jointly agree otherwise.

4. Mediation fee

- a. Each party shall pay the following fixed mediation fee for the mediation process as described in par. 3:

Booking.com: EUR 997.50 + VAT

Business partner: EUR 997.50 + VAT

- b. Should parties agree that the mediation process as described in par. 3a is not sufficient and another round of meetings is desired/necessary, ReulingSchutte shall charge Booking.com and the accommodation partner 50/50 based on actual hours spent and at an hourly rate of EUR 309.75 excluding VAT.

5. Mediators

- a. Annelies Scheepbouwer, Bénine van Huisstede and Nelleke van Thiel-Wortmann are the appointed mediators of ReulingSchutte. In the event that they are unavailable to lead the mediation, they will provide for another qualified ReulingSchutte mediator. The mediators can be reached by e-mail at mediation@reulingschutte.nl.
- b. The cv's of Annelies Scheepbouwer, Bénine van Huisstede and Nelleke van Thiel-Wortmann can be found here:

<https://www.reulingschutte.nl/en/professionals/annelies-scheepbouwer-2/>

<https://www.reulingschutte.nl/en/professionals/benine-van-huisstede-zeijlstra-2/>

<https://www.reulingschutte.nl/en/professionals/nelleke-van-thiel-wortmann/>

Annexes

- MfN Rules and MfN Code of Conduct.
- Framework Mediation Agreement ReulingSchutte and Booking.com
- General Terms of ReulingSchutte including Privacy Statement
- Mediation Statement to be signed by the participants of the mediation at hand

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GENERAL TERMS

1. ReulingSchutte B.V. (“ReulingSchutte”) is a limited liability company, incorporated under the laws of The Netherlands, with its registered office in Amsterdam. The object of ReulingSchutte and of its associated independent professionals (“Professionals”) is to practice Alternative Dispute Resolution (ADR) (mediation, arbitration, binding advice, decision process guidance).
2. These general terms are applicable to all work carried out or to be carried out by or on behalf of ReulingSchutte, and to all work carried out or to be carried out by the Professionals, and to all legal relations of ReulingSchutte with third parties.
3. Any and all liability of ReulingSchutte and of the Professionals is limited to the amount paid out in the matter concerned under ReulingSchutte's professional liability insurance policy. This amount will be increased with the deductible excess that is, in that particular case, for the account of ReulingSchutte and/or the Professional. In the event and to the extent that, for whatever reason, no amount is paid under the professional liability insurance, any and all liability of ReulingSchutte and/or the Professional shall be limited to an amount of EUR 50,000 or, if the total fees charged by ReulingSchutte and/or the Professional in the matter concerned are higher, shall be limited to the amount of such fees up to a maximum of EUR 100,000.
4. All rights of claim and other rights that the client has for whatever reason vis-à-vis ReulingSchutte and/or the Professionals in relation to the performance of the work carried out by ReulingSchutte and/or the Professionals will, in any event, lapse one year after the date on which the client became aware or could reasonably have been aware of the existence of these claim and other rights. In all cases the aforementioned claim and other rights lapse two years after the work has been performed by ReulingSchutte and/or the Professional concerned.
5. ReulingSchutte and the Professionals shall, as far as possible, consult the client before engaging third parties, and shall in any event exercise the due care necessary in its selection of third parties. Neither ReulingSchutte, nor the Professionals are liable for any acts and/or omissions of third parties. The client hereby authorizes ReulingSchutte and the Professional concerned to accept any limitations of liability of third parties on his behalf.
6. Unless agreed otherwise, professional fees shall be calculated on the basis of the number of hours worked, multiplied by the current applicable hourly rates which are determined by ReulingSchutte from time to time. Out-of-pocket expenses, and other cost paid by

ReulingSchutte on behalf of the client will be charged separately, as well as a compensation for regular office costs (such as postage, telephone, telefax and photocopying costs), determined at 5% of the fee. All amounts due shall be increased by the VAT due.

7. The invoices of ReulingSchutte/the Professionals need to be paid within fourteen (14) days from the invoice date.
8. The legal relationships between ReulingSchutte and the client, and the legal relationship between the Professionals and the client are governed by Dutch law. The client and ReulingSchutte and/or the Professional concerned shall try to solve any dispute between them in mediation in accordance with the MfN-mediation Rules. As long as such mediation is not ended neither of the parties shall submit the dispute to a court of law, unless solely and as far as necessary to safeguard their rights.
9. These general terms do not only apply to ReulingSchutte and the Professionals, but also to all persons involved in carrying out work for a client, and/or who may have any liability in that respect.
10. These general terms have been drawn up in the Dutch language and in the English language. The Dutch text of these general terms shall prevail in the event of any differences between the English text and the Dutch text.

These general terms have been deposited at the Court Registry of the Amsterdam District Court under no. 9/2017 ReulingSchutte is registered in the Commercial Register of the Chamber of Commerce under no. 53102460.

| ReulingSchutte |

PRIVACY STATEMENT OF REULINGSCHUTTE

PREFACE

From 25 May 2018 on the General Data Protection Regulation (hereafter "AVG") will apply. AVG brings more obligations for the organization's data processing. We are obligated to show that the correct organizational and technical measures have been taken to comply with the AVG ('accountability'). Reuling Schutte (hereafter:"RS") meets all requirements, as can be read in the privacy statement below.

PRIVACY STATEMENT

This privacy statement applies to the processing of personal and company data (hereafter: "data") of our clients, potential clients and other people with whom we are in contact. RS is responsible for the processing of your data with the utmost care.

Which data do we process, and for what purpose?

If you retain the services of RS, either in mediation or otherwise, RS processes your data. This includes your contact details. Furthermore, it concerns data that are relevant to the file, including invoicing data. Sometimes sensitive data are being processed during the mediation process. RS can not render its services without processing your data, and therefore asks your permission to do so (see article 1.4 of the mediation agreement). By signing the mediation agreement you give your consent.

RS does not process data from visits to our website (cookies, IP addresses etcetera). It is possible that your e-mail address is used by RS to send you an occasional press release or to invite you to an event. If you do not wish to receive these messages or invitations, please be so kind as to let us know.

How long does RS keep your data?

RS saves mediation files two years after the mediation. Afterwards they are stored in an archive to meet the requirements of our professional group and the legal retention period. The administration is kept in accordance with the fiscal retention obligation (seven years after the end of the financial year).

With whom do we share your data, and how are your data protected?

Your data will only be shared with third parties in the context of our services. RS has taken appropriate technical and organizational security measures to protect your data against loss, misuse and unauthorized access by third parties. With parties that process data on behalf of RS (such as our ICT provider) a processing agreement is concluded, which ensures that these third parties also take appropriate security measures in connection with the requirements of our profession, your data may be provided to the Foundation Quality Mediators (SKM) and/or the Foundation Tuchtrechtspraak Mediation (STM).

If the mediator is held liable, or if a complaint is filed against them regarding your file, your data will be shared to the extent necessary for the defense against those claims or complaint. We do not provide your information to third parties unless we are required to disclose certain information in accordance with laws and regulations.

What are your rights?

Your rights can be found in articles 15 up to and including 20 of the AVG. This includes:

- a. the right to access your data and to receive a copy thereof.
- b. the right to rectification of your data.
- c. the right to have your data erased ('right to be forgotten').

For more information about your rights see the AVG (articles 15-20). For questions about our privacy statement you can contact RS via telephone number 020-8203400 and e-mail: info@reulingschutte.nl

Version January 2019

I ReulingSchutte I

FRAMEWORK MEDIATION AGREEMENT

THE UNDERSIGNED:

ReulingSchutte BV (here after referred to as “**ReulingSchutte**”), having its registered office at Amsterdam, duly represented by Saskia Reuling,

and

Booking.com BV (here after referred to as “**Booking.com**”), having its registered office at Amsterdam, duly represented by..... ,

CONSIDERING

- Booking.com is committed to make a good faith effort to settle issues with accommodation partners in a professional and amicable way – in line with EU regulations (in particular regulation 2019/1150).
- ReulingSchutte is identified by Booking.com as a preferred independent and neutral service provider for guiding business to business mediations in a professional way.
- With this Framework Mediation Agreement Booking.com intends to facilitate the individual ‘complaint handlers’ - and intended participants of the mediation on behalf of Booking - to easily start a mediation - without hampering legal matters/contracting decisions.
- This framework agreement will apply to each mediation case handled by ReulingSchutte where Booking.com and an accommodation partner are involved.
- This agreement as well as the terms of mediation (see below article 1-19) are in line with the MfN Rules, the MfN Code of Conduct and the MfN Model Mediation Agreement (MfN: Netherlands Federation of Mediators).

HEREBY AGREE AS FOLLOWS

- The mediators of ReulingSchutte are appointed as preferred mediators for mediations between Booking.com and its accommodation partners.
- The mediation will be started and conducted along the lines of the Mediation Protocol (**annex**).
- The mediators work on the basis of the general terms of their office ReulingSchutte (**annex**).
- Booking.com agrees to the Terms of Mediation to be found below under Terms of Mediation in articles 1 to 9.
- The accommodation partner of Booking.com shall agree to this agreement and these Terms of Mediation as well, before starting a mediation (see the Protocol under 2c).
- The Mediation Statement (**annex**) will be signed by the participants of the mediation at hand.

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GENERAL TERMS AND CONDITIONS

- This agreement is governed by the general terms and conditions of ReulingSchutte B.V. The general terms and conditions have been filed with the Clerk of the Amsterdam District Court under number 9/2017 and may be downloaded from www.reulingschutte.nl. The general terms and conditions contain provisions regarding the Mediator's liability, including the limitation of said liability to the amount that is paid out pursuant to a professional liability policy in a particular case.
- The Mediator will not be held liable for any damage caused by the use of information technology or communication technology in the course of the Mediation.
- Dutch law applies to this agreement. Any possible dispute shall be settled by the competent Court of Amsterdam.

ANNEXES

- Mediation Protocol
- Mediation Statement
- General Terms of ReulingSchutte including Privacy Statement
- The Terms of Mediation are to be found below (article 1-9)

Thus agreed, drawn up and signed in Amsterdam on.....:

ReulingSchutte
Saskia Reuling

Booking.com

.....

TERMS OF MEDIATION

The terms of mediation below (article 1-9) apply to all participants in the mediation on behalf of Booking.com as well as on behalf of the accommodation partner.

Article 1 – General

- 1.1 **The Parties** in this agreement is to be understood as the natural persons participating in the mediation as well as the legal entity they represent.
- 1.2 **The Mediator** in this agreement is to be understood as the mediator of ReulingSchutte who effectively guides the mediation at hand.

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- 1.3 The Parties and the Mediator will make their best efforts to settle the dispute by mediation.
- 1.4 The Mediator is MfN-registered mediator, registered with the Netherlands Federation of Mediators (*Mediatorsfederatie Nederland*).
- 1.5 The applicable MfN Mediation Rules (the “Rules”) and the Code of Conduct for MfN-registered mediators (the “Code”) apply to this agreement. The Parties affirm that they have received a copy of the Rules and Code of Conduct and that they will comply with the Rules unless stipulated otherwise in this agreement.
- 1.6 The mediation will take place remotely. The Mediator and the Parties to the mediation can at any time jointly decide to conduct the mediation in a different manner.
- 1.7 Within the scope of the mediation it is necessary that the Mediator processes data that are relevant to the issue referred to in Article 4. This may also involve sensitive and/or special data. The Mediator processes such data in its capacity as a data controller. By signing this agreement, Booking.com expressly authorizes the Mediator to process mentioned data in accordance with the ReulingSchutte Privacy Statement (**annex**).

Article 2 – Role of the Mediator

- 2.1 Together with the Parties, the Mediator will investigate whether a mutual solution to the dispute may be found. The Mediator’s duties include the following:
 - guiding the discussions and promoting mutual communication;
 - helping to ensure that the Parties have sufficient information to put them in equal bargaining positions; and
 - ensuring that the solutions identified are properly recorded.
- 2.2 The Mediator is responsible for the process and the progress that occurs within that process, but is not responsible for the content of the solution identified. Where necessary, the Mediator will point out to the Parties that it may be desirable to engage an external expert for advice.

Article 3 – Role of the Parties

The Parties’s obligation to make their best efforts to arrive at a solution includes:

- being prepared to listen to each other’s viewpoints;
- being prepared to search for solutions that are in their mutual best interests;
- providing correct and complete information;
- treating each other with respect; and
- refraining from any acts or conduct that seriously complicate or interfere with the Mediation.

Article 4 – Voluntary Participation

- 4.1 Participation in the Mediation is on a voluntary basis. Each of the Parties and the Mediator are entitled to terminate the Mediation at any time, without the Parties being bound to any positions taken or proposals made during the Mediation.
- 4.2 The Mediator will determine the end date of the mediation and will confirm this in a neutral written statement, addressed to the Parties, that the Mediation has been terminated.

Article 5 - Confidentiality

- 5.1 The Mediator and the Parties, as well as any representatives or confidential advisors they engage, undertake that they will not disclose any information to any third parties - including judges and arbitrators - regarding the Mediation, the positions the Parties have taken and the proposals they have made during the Mediation or the information they have provided, whether that information was provided directly, indirectly, orally or in writing. This obligation will not apply if and insofar as the relevant Party already had access, or could have had access, to that information outside the context of the Mediation.
- 5.2 Parties are free to consult internally on the mediation provided that they are transparent to the other Party and the Mediator about whom they consult. External consultation needs the consent of the other Party. The external consultants shall sign a statement in which they confirm to abide with the confidentiality clauses in this agreement.
- 5.3 If the Mediator is held liable in connection with her professional practice or if a disciplinary complaint is submitted to the MfN or to the Mediators Disciplinary Foundation [*Stichting Tuchtrechtspraak Mediators*], she will be relieved of the duty of confidentiality to the extent necessary to defend herself from such liability claims or disciplinary complaints.
- 5.4 The Mediator's duty of confidentiality will lapse with regard to any crimes or impending crimes.
- 5.5 Without prejudice to the remaining confidentiality provisions of this agreement, the Mediator and the Parties are prohibited, under all circumstances, from making any sound and/or video recordings of any meeting(s) held in the context of the Mediation, unless they have obtained prior and unconditional written consent to do so from the Mediator and the other Party. This provision shall also apply to third parties, including legal and other advisors, other consultants and/or counsellors involved in the Mediation at the behest of one of the parties.
- 5.6 Regardless of the outcome of the Mediation, the Parties will upon termination of the Mediation agree together if and to what extent the mediation process and the results achieved can be shared with third parties. This will be recorded in writing, failing which the confidentiality agreed upon in the Mediation shall strictly apply. Unless agreed otherwise the confidentiality restrictions include this agreement, by whom the agreement was terminated and any reason for such termination.
- 5.7 In the event the Parties get involved in any court suit or other procedure the only information that is permissible about the Mediation is that mediation took place but did not result in consensus.
- 5.8 This confidentiality agreement constitutes an evidentiary agreement as defined by law (Section 7:900(3) of the Netherlands Civil Code, read in conjunction with Section 153 of the Netherlands Code of Civil Procedure). In so agreeing, the Parties and the Mediator, as well as any representatives or confidential advisors they engage, intend to deviate in certain respects from applicable statutory evidence laws.

Article 6 – Representation

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- 6.1 Natural persons will participate in the Mediation meetings. Legal entities will be represented at such meetings.
- 6.2 Legal entities warrant that its representatives:
 - will comply with the confidentiality referred to in article 5 of this agreement; and
 - will participate in all meetings, unless the Parties jointly agree otherwise.

Article 7 – Fees and Expenses

- 7.1 Each party shall pay the following fixed mediation fee for the mediation process as described in the mediation protocol under 3:
Booking.com: EUR 997.50 + VAT
Business partner: EUR 997.50 + VAT
- 7.2 Should parties agree that the mediation process as described in the Protocol under 3 is not sufficient and another round of meetings is desired/necessary, ReulingSchutte shall charge Booking.com and the accommodation partner 50/50 based on actual hours spent and at an hourly rate of EUR 309.75 excluding VAT. The Parties will remain obliged to remit the fees and expenses regardless of the course and result of the Mediation.
- 7.3 Apart from the above each Party will bear its own expenses, even if the Mediation is terminated prematurely.
- 7.4 Booking.com will pay monthly for the current mediation processes at hand.
- 7.5 The accommodation partners shall be asked to make an advance payment of the fixed fee as referred to in article 7.1. ReulingSchutte shall invoice Booking.com on a monthly basis which invoices will be handled by Booking.com according to its applicable business/payment policy. Any eventual agreed upon next step in mediation that is not included in the fixed fee will be invoiced to the accommodation partner separately.

Article 8 – Other proceedings

- 8.1. Any legal or similar proceedings already pending on the commencement date of the mediation between the Parties regarding the subject of the mediation or parts thereof - with the exception of actions to safeguard rights - shall be suspended by the Parties for the duration of the mediation.
- 8.2. The Parties commit for the duration of the mediation not to start any proceedings as referred to in article 8.1 against each other, with the exception of actions to safeguard rights.
- 8.3. If a Party takes actions to safeguard rights, or starts proceedings other than those referred to in article 8.1, that Party shall be obliged to notify the Mediator and the other Party thereof within 24 hours after having taken such action or after having started such proceedings.

Article 9 – Agreements and Settlement Agreement

- 9.1 Interim and partial agreements made in the course of the Mediation will be binding on the Parties only if such agreements are made in writing and signed by the Parties - either by means of exchanged scans or otherwise - and these signed agreements include an express statement that the agreements will continue to apply even if the Mediation fails to result in full agreement.

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- 9.2 If the Parties reach full agreement, said agreement will be recorded in a settlement agreement or list of agreements that is signed by the Parties, either by means of exchanged scans or otherwise. The Mediator will afford the Parties the opportunity to discuss the ultimate solution with any advisors they have engaged before the Parties sign the settlement agreement or list of agreements.
- 9.3 If more copies of the recording of the contract or agreement, referred to in articles 9.1 and 9.2, have been signed separately, each copy is considered an original copy and all copies together constitute the recording of the contract or agreement.

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MEDIATION STATEMENT template

THE UNDERSIGNED:

The Mediator,, having her business address at ReulingSchutte B.V., Wanningstraat 4-6 in (1071 LB) Amsterdam, the Netherlands, who can be reached by telephone at +31 (0)20 8203400 and +31 (0)6 and by e-mail at@reulingschutte.nl,

and **the Parties**:

..... as a person and on behalf of Booking.com, who can be reached by telephone at and by e-mail at

and

.....as a person and on behalf of....., who can be reached by telephone at and by e-mail at

WHEREAS

- The Parties have agreed on the underlying Framework Mediation Agreement.
- The Mediator intends to secure that all participants in the mediation are aware of the nature of mediation.

HEREBY STATE AS FOLLOWS

Article 1 – Mediation

- 1.1 The Parties and the Mediator will make their best efforts to settle the dispute between them by mediation.
- 1.2 The mediation will take place remotely. The Mediator and the Parties to the mediation can at any time jointly decide to conduct the mediation in a different manner.
- 1.3 This mediation (the “Mediation”) is deemed to have started on (....., being the day when ReulingSchutte received the first mail of the accommodation partner) (the “Effective Date”).

Article 2 – Role of the Mediator

- 2.1 Together with the Parties, the Mediator will investigate whether a mutual solution to the dispute may be found. The Mediator’s duties include the following:
 - guiding the discussions and promoting mutual communication;

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- helping to ensure that the Parties have sufficient information to put them in equal bargaining positions; and
 - ensuring that the solutions identified are properly recorded.
- 2.2 The Mediator is responsible for the process and the progress that occurs within that process, but is not responsible for the content of the solution identified. Where necessary, the Mediator will point out to the Parties that it may be desirable to engage an external expert for advice.

Article 3 – Role of the Parties

The Parties' obligation to make their best efforts to arrive at a solution includes:

- being prepared to listen to each other's viewpoints;
- being prepared to search for solutions that are in their mutual best interests;
- providing correct and complete information;
- treating each other with respect; and
- refraining from any acts or conduct that seriously complicate or interfere with the Mediation.

Article 4 – Voluntary Participation

- 4.1 Participation in the Mediation is on a voluntary basis. Each of the Parties and the Mediator are entitled to terminate the Mediation at any time, without the Parties being bound to any positions taken or proposals made during the Mediation.
- 4.2 The Mediator will determine the end date of the mediation and will confirm this in a neutral written statement, addressed to the Parties, that the Mediation has been terminated.

Article 5 - Confidentiality

- 5.1 The Mediator and the Parties, as well as any representatives or confidential advisors they engage, undertake that they will not disclose any information to any third parties - including judges and arbitrators - regarding the Mediation, the positions the Parties have taken and the proposals they have made during the Mediation or the information they have provided, whether that information was provided directly, indirectly, orally or in writing. This obligation will not apply if and insofar as the relevant Party already had access, or could have had access, to that information outside the context of the Mediation.
- 5.2 Parties are free to consult internally on the mediation provided that they are transparent to the other Party and the Mediator about whom they consult. External consultation needs the consent of the other Party. The external consultants shall sign a statement in which they confirm to abide with the confidentiality clauses in this Mediation Statement/the Framework Mediation Agreement.
- 5.3 Without prejudice to the remaining confidentiality provisions of this agreement, the Mediator and the Parties are prohibited, under all circumstances, from making any sound and/or video

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recordings of any meeting(s) held in the context of the Mediation, unless they have obtained prior and unconditional written consent to do so.

- 5.4 Regardless of the outcome of the Mediation, the Parties will upon termination of the Mediation agree together if and to what extent the mediation process and the results achieved can be shared with third parties.
- 5.5 In the event the Parties get involved in any court suit or other procedure the only information that is permissible about the Mediation is that mediation took place but did not result in consensus.

Article 6 – Other proceedings

- 6.1. Any legal or similar proceedings already pending on the commencement date of the mediation between the Parties regarding the subject of the mediation or parts thereof - with the exception of actions to safeguard rights - shall be suspended by the Parties for the duration of the mediation.
- 6.2. The Parties commit for the duration of the mediation not to start any proceedings as referred to in article 6.1 against each other, with the exception of actions to safeguard rights.
- 6.3. If a Party takes actions to safeguard rights, or starts proceedings other than those referred to in article 6.1, that Party shall be obliged to notify the Mediator and the other Party thereof within 24 hours after having taken such action or after having started such proceedings.

Article 7 – Agreement and Settlement Agreement

If the Parties reach agreement, said agreement will be recorded in a settlement agreement or list of agreements that is signed by the Parties, either by means of exchanged scans or otherwise. The Mediator will afford the Parties the opportunity to discuss the ultimate solution with any advisors they have engaged before the Parties sign the settlement agreement or list of agreements.

Thus stated, drawn up and signed:

_____	_____
Booking.com
.....