**Extract from the Share Purchase Agreement between JMA and Hastings**

1. Dispute resolution
   1. In this clause, 'Dispute' means any dispute relating to this agreement, including:
      1. any dispute relating to its breach, existence, validity or termination, and
      2. any non-contractual claims (whether in tort or otherwise)
   2. The parties shall endeavour to reach a resolution of any Dispute satisfactory to both parties.
   3. In the event of a Dispute arising, a party may commence the dispute resolution process by serving a notice on the other party (in accordance with the service provisions of this agreement) outlining in broad terms the subject matter of the Dispute.
   4. If the Dispute is not resolved within 14 business days of service of the notice referred to in clause 34.3, then:
      1. The Dispute may, at either party's request, be referred to mediation. Either party may initiate the mediation process by giving notice in writing to the other party requesting mediation (Mediation Notice), proposing 3 mediators and providing a draft mediation agreement.
      2. The mediation will take place in London in English.
      3. Each party will bear its own costs in relation to the mediation, and the costs of the mediator and of room hire and similar mediation costs will be borne equally by the parties.
      4. All parties will keep confidential all information arising out of or in connection with the Mediation, including the terms of any settlement, unless otherwise agreed by the parties in writing but not including the fact that the mediation is to take place or has taken place or where disclosure is required by law, or to implement or to enforce terms of settlement or by a party to its own accountants. All communications in relation to such information passing between the parties and/or the mediator are without prejudice to any party’s legal position.
      5. The mediation shall start not later than 28 days from the date of delivery of the Mediation Notice.
      6. The mediation shall take place in England and the language of the mediation shall be English.
   5. If either party refuses or fails to participate in the mediation process or if a resolution of the Dispute is not reached within 42 days from delivery of the Mediation Notice, either party may commence court proceedings in relation to the Dispute. The courts of England and Wales will have exclusive jurisdiction to determine any such claim.