

BANKING

CPR Banking Industry Dispute Resolution Commitment
Notice of Negotiation (Form 1)
Notice of Mediation (Form 2)

CPR BANKING INDUSTRY DISPUTE RESOLUTION COMMITMENT

COMPANY

ADDRESS

CITY, STATE, ZIP

TELEPHONE/FAX/E-MAIL

Disputes arise between companies in the banking industry. We wish to avoid the high expense, long delays, burdens, animosity and uncertainties of litigation. We believe that most such disputes are best resolved privately through negotiation or mediation. We therefore agree that any dispute arising hereafter between our company acting in its own capacity and for its own account, including subsidiaries it controls, and another company in the banking industry which has made a similar commitment, will be resolved in accordance with the Commitment Process stated below and the Banking Industry Dispute Resolution Procedure attached hereto (the "Procedure").

A. COMMITMENT PROCESS

1. NEGOTIATION

When a dispute has arisen between our company and another signatory and negotiations between the regularly responsible persons have reached an impasse, other executives having authority to settle the matter—preferably more senior executives who were not directly involved in the matter—shall confer in a good faith effort to resolve the dispute in accordance with the Procedure. The negotiators may be assisted by counsel as they deem appropriate.

2. MEDIATION

Unless otherwise agreed, if the parties have not resolved the dispute within 30 days of receipt of a Notice of Negotiation pursuant to Section A of the Procedure below, they will attempt in good faith to resolve the dispute by mediation, in accordance with the Procedure.

3. ADJUDICATION

If mediation fails to result in resolution of the dispute within 60 days of selection of the mediator, any party may unilaterally terminate the Procedure and pursue other remedies. Either party may propose submission of the dispute to arbitration, under CPR rules or other rules, or to a private judicial procedure. No party is obligated to agree to any such procedure.

4. PRESERVATION OF RIGHTS

The procedures specified in this Section A shall be the sole and exclusive procedures for the resolution of disputes between signatories until such procedures are terminated in accordance with their terms; provided, however, that a party may initiate legal action if in its sole judgment such action is necessary to avoid irreparable damage or to otherwise preserve the status quo. Despite such action, the parties will continue to participate in good faith in the procedures specified herein. The parties are encouraged, where appropriate, to negotiate a standstill or tolling agreement, or to otherwise agree to steps to preserve the status quo, as an alternative to legal action.

5. MORE THAN TWO PARTIES

If the dispute directly involves more than two parties, all of which have made a similar commitment to the procedures set forth herein, such procedures will apply. If one or more parties are not a signatory or are not willing to comply with these procedures, none of the parties will be bound to abide by these procedures.

B. OTHER DISPUTE RESOLUTION PROVISIONS

Signatories are encouraged to include dispute resolution clauses in their contracts. The above procedures notwithstanding, if a dispute relates to a matter which is subject to a contractual or other dispute resolution provision applicable to a specific transaction or type of business activity, and if such other dispute resolution provision is in conflict with those set forth above, such other provision will govern.

The above commitments are entered into in consideration of similar commitments by other companies in the banking industry. Each signatory may terminate its commitment on 90 days' written notice to CPR, provided that the signatory's obligation to participate in the procedures

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specified herein commenced before the effective date of such termination shall not be affected thereby.

Chief Executive Officer

Chief Legal Officer

Date _____

Our major controlled subsidiaries are:

[Note: Please send a signed copy of your statement to the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017. CPR will publish a registry of companies subscribing to the statement.]

CPR PROCEDURE FOR BANKING INDUSTRY DISPUTE RESOLUTION

INTRODUCTION

Signatories of the CPR Banking Industry Dispute Resolution Commitment (the "Commitment") agree that they will attempt in good faith to resolve disputes with other signatories through unfacilitated negotiations between executives of their respective institutions having authority to settle the matter and, if such negotiations are unsuccessful, through mediation, in accordance with the procedures set forth below. These procedures may be amended by mutual agreement of the parties and will also apply to non-signatory companies which are invited and agree to participate.

If it is necessary for either party to disclose proprietary information or trade secrets, the parties will enter into a protective agreement to maintain such information in confidence and prohibit its disclosure or use for any purpose other than resolving the dispute.

A. INITIATING NEGOTIATIONS

If a dispute shall arise between two Commitment signatories, either party may give a Notice of Negotiation substantially in the form annexed hereto as Form 1.

The executives authorized to settle the dispute shall meet at a mutually acceptable time and place, within 15 days after receipt of the Notice of Negotiation, and thereafter as often as they deem necessary, shall exchange relevant information and shall diligently attempt to resolve the dispute.

B. INITIATING MEDIATION

If the aforesaid dispute has not been resolved pursuant to Section A hereof within 30 days from receipt of the Notice of Negotiation, any party to the dispute may give a Notice of Mediation substantially in the form annexed hereto as Form 2 to all other parties and to CPR. Any Commitment signatory receiving such notice shall be obligated to participate in the mediation in good faith.

C. SELECTING THE MEDIATOR

Promptly following receipt of a Notice of Mediation, CPR will convene the parties participating in the mediation, in person or by telephone, to attempt to select a mediator by agreement of the parties. If the parties do not promptly reach agreement, CPR will submit to the parties the names of not less than three mediator candidates from the CPR Banking/Financial Services Panel, with their resumes and hourly rates. If the parties are unable to agree on a candidate from the list within seven days following receipt of the list, each party will, within 15 days following receipt of the list, send to CPR the list of candidates ranked in descending order of preference. The candidate with the lowest combined score will be appointed as the mediator by CPR. CPR will break a tie.

Before proposing any mediator candidate, CPR will request the candidate to disclose any circumstances known to him or her that would cause reasonable doubt regarding the candidate's impartiality. If a clear conflict is disclosed, the individual will not be proposed. Other circumstances disclosed to CPR will be disclosed to the parties. A party may challenge a mediator candidate if it knows of circumstances giving rise to reasonable doubt regarding the candidate's impartiality.

The procedure set forth in this Section C notwithstanding, the parties are free to select a mediator by themselves or by other means.

D. MEDIATOR EXPENSE

The mediator's compensation rate will be determined before appointment. Each party will pay an equal share of the compensation and any other costs of the process, including the administrative fee CPR will charge for its services in the mediator selection process.

E. GROUND RULES

The ground rules of the mediation will be:

1. The process is nonbinding.
2. The mediator will be neutral and impartial.
3. The parties will cooperate fully with the mediator.
4. The mediator controls the procedural aspects of the mediation.

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(a) The mediator may meet and communicate separately with each party.

(b) The mediator normally will hold an initial joint meeting with the parties and then decide when to hold joint and/or separate meetings. The mediator will fix the time, place and agenda for each session. There will be no record of any meeting. Formal rules of evidence will not apply.

5. At least one executive of each party, authorized to negotiate a resolution of the dispute, will participate in each session. The executives may be assisted by counsel as they deem appropriate.

6. The process will be conducted expeditiously. Each representative will make every effort to be available for meetings.

7. The mediator will not transmit information received from any party to another party or any third party unless authorized to do so by the party transmitting the information.

8. Subject to Section A.4. of the Commitment above, the parties will refrain from pursuing judicial and/or administrative remedies during the mediation.

9. The mediator will be disqualified as a witness, consultant or expert in any pending or future investigation, action or proceeding relating to the subject matter of the mediation.

10. The mediator may obtain assistance and independent expert advice, subject to the agreement, and at the expense, of the parties.

11. Unless the parties agree otherwise, the procedure will be deemed terminated without any agreed upon resolution if:

(a) After 60 days from the date of selection of the mediator a written resolution has not been agreed upon by the parties and a party has given written notice to the mediator and the other party of its intention to withdraw, or

(b) The mediator informs the parties that the mediation is concluded because further efforts would not be useful.

12. Neither CPR nor the mediator shall be liable for any act or omission in connection with the mediation, except for its/his/her own willful misconduct.

F. PRESENTATION TO THE MEDIATOR

Upon entering into mediation, and at least seven days before the first mediation conference, each party will deliver to the mediator a statement summarizing the dispute's background and such other information it deems necessary to familiarize the mediator with the dispute. Any materials the parties agree upon may be submitted jointly. The mediator may request each party to provide clarification and additional information, and to present its case informally to the mediator at the initial joint meeting or at later separate meetings.

The parties are encouraged to exchange all information submitted to the mediator to further each party's understanding of the other's viewpoint. Except as the parties otherwise agree, the mediator shall keep confidential any information submitted. At the conclusion of the mediation, the mediator will return to each party, without retaining copies, all written materials which that party provided to the mediator.

G. EXCHANGE OF INFORMATION

If a party has a substantial need for documents or other material in the possession of another party, the parties will attempt to agree on the exchange of documents or other material. Should they fail to agree, any party may request a joint meeting with the mediator to assist the parties in reaching agreement. At the conclusion of the mediation process, each recipient of documents will return them to the originating party without retaining copies, summaries or extracts.

H. NEGOTIATION OF TERMS

The mediator may promote a resolution in any manner the mediator believes is appropriate. The parties are expected to initiate proposals for resolution.

If the mediator concludes that mediation techniques have been exhausted and the parties have not reached agreement, the mediator, with the consent of all parties, will promptly give them an evaluation (which if the parties so choose will be in writing) of the likely outcome of the case if it were tried to final judgment and/or a final settlement proposal which the mediator considers fair and equitable. Thereupon, the mediator will call another mediation conference in the hope that

the mediator's evaluation or proposal will lead to a resolution.

I. RESOLUTION

If a resolution is reached, the mediator, or a representative of a party, will draft a written settlement agreement incorporating all terms. This draft will be circulated among the parties, amended as necessary and formally executed.

J. FAILURE TO AGREE

If a resolution is not reached, the mediator will discuss with the parties the possibility of their agreeing on a form of binding arbitration. If the parties agree to arbitration in principle, the mediator will offer to assist them in structuring a procedure designed to result in a prompt, economical adjudication. The mediator will not serve as the arbitrator, unless all parties agree.

K. CONFIDENTIALITY

The entire mediation process shall be confidential. Unless otherwise agreed to in writing or compelled by law, the parties and the mediator will not disclose to any third party information regarding the mediation process, information disclosed by another party in the mediation process, any notes maintained by the mediator, the mediator's evaluation described in paragraph H or the terms of any proposed resolution of the dispute. The entire procedure shall be treated as settlement discussions in connection with an offer to compromise under the Federal Rules of Evidence. No statements made or documents exchanged in the mediation shall be discoverable or admissible in any subsequent court or administrative proceeding, except that evidence otherwise discoverable or admissible shall not be rendered exempt from discovery or rendered inadmissible merely because it was presented in connection with the mediation.

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FORM 1

NOTICE OF NEGOTIATION

Pursuant to CPR Banking Industry Dispute Resolution Commitment
(To be sent by mail or fax)

Dated: _____

To: _____ (Bank)

_____ (Address)

Attn. of General Counsel

In accordance with the CPR Banking Industry Dispute Resolution Commitment, which both of our companies have signed, we (the initiating company) wish to enter into negotiations regarding the dispute described below, between executives who have authority to settle the matter, as negotiations between the regularly responsible persons have reached an impasse. Kindly contact the individual named below promptly by telephone to inform us who will represent you and to arrange a place and time to meet and attempt to resolve the dispute.

1. Matter in Dispute

2. Regularly Responsible Persons

The persons who have had responsibility for the matter are:

For the initiating company

_____ (Name & Title)

For the responding company

_____ (Name & Title)

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3. The executive who will represent our company in the negotiations is:

(Name & Title)

Sincerely,

(Bank)

by

(Name and Title)

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FORM 2

NOTICE OF MEDIATION

Pursuant to CPR Banking Industry Dispute Resolution Commitment
(To be sent by mail or fax)

Dated: _____

To: _____ (Bank) _____

_____ (Address) _____

Attn. of General Counsel

Panel Management Group
CPR Institute for Dispute Resolution
366 Madison Avenue
New York, NY 10017
Fax: (212) 949-8859.

At least 30 days have elapsed since the date of receipt by the responding party of a Notice of Negotiation, dated _____, regarding the matter in dispute described below.

The dispute has not been resolved through negotiation. Therefore, we hereby request mediation of the dispute in accordance with the Banking Dispute Resolution Procedure attached to the *CPR Banking Industry Dispute Resolution Commitment*.

We request CPR to promptly convene General Counsel of the parties (or their designees) in person or by telephone to attempt to select a mediator by agreement of the parties.

1. Matter in Dispute

Sincerely,

by _____ (Bank) _____
_____ (Name and Title) _____