

## Representation Plan On Behalf Of Conglomerated Nanyu Tobacco

### **Background of the Case:**

Conglomerated Nanyu Tobacco Ltd. (hereinafter referred to as CNT) entered into an Agreement with Real Quik Convenience Stores Ltd. (hereinafter referred to as RQCS) in the year 2010. Bill 275, which imposed regulations on tobacco products was passed, and then enforced on 1<sup>st</sup> of January 2013. In March 2013, RQCS notified CNT that they would like to re-negotiate the Agreement due to enforcement of the Bill. Negotiations were unfruitful. CNT notified RQCS that they were still open to negotiations on certain aspects of the Agreement. However, RQCS terminated the Agreement less than a month later. RQCS then failed to pay the liquidated damages for termination as specified in the Agreement.

### **Nanyu Tobacco's Interests:**

- Claim liquidated damages for termination.
- Continue business relations with RQCS.
- Maintain the equilibrium of the previous Agreement as far as possible, in the re-negotiated Agreement.
- Preserve the value of the CNT brand in Gondwana.

### **Real Quik's likely Interests:**

- Refrain from paying the termination penalty.
- Continue the business relationship with CNT via re-negotiation of the Agreement.

**Responsibility Sharing:**

Mr. Marcus Chow, the CEO of CNT Ltd., will be primarily responsible for conducting the negotiation. He will negotiate in the light of the short and long term economic interests of CNT, including its growth prospects. He will be ably supported by Counsel for CNT, Mr. Adam Mayfair. He will aid Mr. Chow in the negotiations, in order to study any or all offers objectively, and from a legal perspective. Client and Counsel will both work together to achieve a beneficial settlement to the dispute.

**Mediation Strategy:**

In the opening statement, CNT will provide their perspective of the events that lead to the termination of the Agreement. If necessary, the Counsel will highlight the fact that CNT is entitled to the liquidated damages as per the Agreement. In the negotiation phase however, we would be open to reducing the quantum of liquidated damages. Any such reduction would be effected on the proviso that other avenues for business would be explored. We would also touch upon our desire to resume the sale of tobacco products to RQCS as expediently as possible. Furthermore, we would also like to discuss innovative and legally viable options to enable RQCS to improve sales and preserve the value of our brand in Gondwana. We wish to part from this mediation with an amicable settlement, so as to brighten our future business prospects with RQCS, and to avoid the higher risk that would accompany arbitration.