

## Representation Plan On Behalf Of Real Quik Convenience Stores

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

Real Quik Convenience Stores Ltd. (hereinafter referred to as RQCS) entered into an Agreement with Conglomerated Nanyu Tobacco Ltd. (hereinafter referred to as CNT) in the year 2010. In the year 2013, the Govt. of Gondwana enforced the 'Clean Our Air' Bill, which introduced strict regulations on tobacco products. It commoditized tobacco, thus leading to significant decrease in its sales. Furthermore, it prohibited the sale of any material containing marks associated with tobacco. In effect, this Bill caused the frustration of the Agreement. RQCS therefore terminated the Agreement.

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

- Refrain from paying the entire termination penalty.
- Insist on the buy-back of branded merchandise already purchased since the enforcement of the Bill.
- Not being held at fault for terminating the Agreement, thereby preserving our reputation of being a company that respects its obligations.

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

- Re-start business relations with RQCS as expediently as possible, in order to capitalize on the 70% market share enjoyed by RQCS.
- Preserve the value of their brand in Gondwana.
- Claim the liquidated damages for termination.

- Maintain the equilibrium of the previous Agreement as far as possible, in the re-negotiated Agreement.

**Responsibility Sharing:**

Mr. Charles Mancuso, the CEO of RQCS Ltd., will be primarily responsible for conducting the negotiation, on behalf of RQCS. He will negotiate in the light of the short and long term economic interests of RQCS, including its growth prospects. He will be ably supported by Counsel for RQCS, Mr. John Worthington. He will aid Mr. Mancuso 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, RQCS will provide their perspective of the events that lead to the termination of the Agreement. In particular, we will highlight the legal difficulties that we suffered until the termination. In the negotiation phase, we will point out the fact that RQCS enjoys a 70% market share in Gondwana, and it is in CNT's interest to re-enter this space. However, our enthusiasm to enter into a new Agreement would be subject to the fact that any such new Agreement would have to be reflective of the changed legal and material scenario in Gondwana. Pursuant to this, we will also touch upon the implausibility of continuing to purchase branded merchandise. It would not be in our interest to pay the termination penalty. However, giving due regard to our long-standing business relationship and the prospect of future business relations with CNT, we could be persuaded to part with a nominal termination penalty. We wish to settle this dispute amicably through mediation, taking into account the unpredictability and win-loss nature of an arbitral award.