**Model Arbitration Agreement**

This Arbitration Agreement (the "Agreement") is entered into as of [DATE] by and between [Party A] ("Party A"), having its principal place of business at [Address], and [Party B] ("Party B"), having its principal place of business at [Address], collectively referred to as the "Parties."

WHEREAS, the Parties have entered into a [Description of Underlying Agreement] dated [Date of Underlying Agreement] (the "Underlying Agreement"); and

WHEREAS, the Parties wish to resolve any and all disputes, controversies, or claims arising out of or in connection with the Underlying Agreement through arbitration pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Scope of Agreement

Any and all disputes, controversies, or claims arising out of or in connection with the Underlying Agreement, including without limitation the interpretation, performance, breach, validity, or enforceability thereof, shall be exclusively and finally resolved by arbitration in accordance with the terms of this Agreement.

Governing Rules

The arbitration shall be administered by the International Trade Council (the "ITC") and shall be conducted in accordance with the ITC's Arbitration Rules (the "Rules") in force at the time of the commencement of the arbitration, which are deemed to be incorporated by reference into this Agreement.

Seat of Arbitration

The seat, or legal place, of the arbitration shall be [Singapore / Canada / United States / United Kingdom / United Arab Emirates / India]. The language of the arbitration shall be [English].

Number and Appointment of Arbitrators

The arbitration shall be conducted by a panel of three (3) arbitrators. Each Party shall appoint one (1) arbitrator within thirty (30) days of the receipt of the notice of arbitration. The two (2) arbitrators so appointed shall appoint the third arbitrator, who shall act as the presiding arbitrator, within thirty (30) days of the appointment of the second arbitrator. If the arbitrators are not appointed within the specified time limits, the ITC shall make the necessary appointments.

Confidentiality

The Parties, the arbitrators, and the ITC shall maintain the confidentiality of the arbitration proceedings and the arbitration award, except to the extent necessary for the enforcement of the award or as required by applicable law.

Award

The arbitral award shall be final and binding upon the Parties, and judgment upon the award may be entered in any court having jurisdiction thereof. The award shall be in writing, state the reasons upon which it is based, and be signed by the arbitrators.

Costs

The costs of the arbitration, including the fees and expenses of the arbitrators and the ITC, shall be borne by the Parties in accordance with the Rules. Each Party shall bear its own legal fees and expenses, unless the arbitral tribunal determines otherwise in its award. Fees shall be paid in advance to the ITC once arbitration has commenced. No arbitration will be undertaken otherwise.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Country], without giving effect to its conflict of laws principles.

Miscellaneous

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral, between the Parties. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom the modification, amendment, or waiver is to be asserted.

Notices

All notices, requests, or communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or by overnight courier, or if sent by registered or certified mail, postage prepaid, return receipt requested, or by email, to the addresses specified below or to such other address as either Party may have designated by notice to the other Party:

If to Party A:

[Party A]

[Address]

[City, State, Postal Code]

[Country]

Attn: [Contact Person]

Email: [Email Address]

If to Party B:

[Party B]

[Address]

[City, State, Postal Code]

[Country]

Attn: [Contact Person]

Email: [Email Address]

Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement and the remaining provisions shall continue in full force and effect.

Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic (including PDF) signatures shall be deemed as valid and binding as original signatures.

Survival

The provisions of this Agreement that by their nature should survive the termination, expiration, or fulfillment of the Underlying Agreement, including but not limited to the arbitration, confidentiality, award, costs, and governing law provisions, shall survive and continue to bind the Parties.

No Third-Party Beneficiaries

This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Waiver

The failure of any Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any right or remedy hereunder, shall not be construed as a waiver of any provision or relinquishment of any right or remedy, and the same shall continue in full force and effect. No waiver by any Party of any breach of any provision hereof shall be deemed a waiver of any subsequent breach of the same or any other provision.

Force Majeure

Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement due to an event of force majeure, which includes but is not limited to acts of God, natural disasters, war, civil unrest, strikes, or any other unforeseeable event beyond the reasonable control of the affected Party. The Party affected by the force majeure event shall promptly notify the other Party and shall use its best efforts to minimize the effects of the force majeure event and resume performance of its obligations under this Agreement as soon as practicable.

Assignment

Neither Party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Any purported assignment or transfer in violation of this Section shall be void.

Dispute Resolution

In the event of any dispute, controversy, or claim arising out of or in connection with this Agreement that is not resolved by arbitration in accordance with the provisions of this Agreement, the Parties agree to first attempt to resolve the matter amicably through good faith negotiations. If the Parties are unable to resolve the dispute through negotiations within thirty (30) days from the date either Party notifies the other Party of the dispute, either Party may initiate arbitration in accordance with the provisions of this Agreement.

Independent Legal Advice

Each Party acknowledges that it has had the opportunity to obtain independent legal advice with respect to this Agreement and that it has read, understood, and agrees to be bound by the terms and conditions of this Agreement.

Headings

The headings in this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

Construction

This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

[Party A]

By:

[Name]

Title: [Title]

[Party B]

By:

[Name]

Title: [Title]