

sArb – Simplified Arbitration Reference Facility™
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ARBITRATION AGREEMENT

Related to [CONTRACT TITLE] of [DATE OF CONTRACT]

between

[PARTY ONE]

and

[PARTY TWO]

This agreement is dated on the date when each of the Parties shall have executed and delivered at least one counterpart thereof in accordance with its terms.

PARTIES

- (1) [FULL COMPANY NAME] incorporated and registered in [STATE OF REGISTRATION] with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (Party 1)
- (2) [FULL COMPANY NAME] incorporated and registered in [STATE OF REGISTRATION] with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (Party 2)

BACKGROUND

(A) The Parties have concluded the following contract (the Contract):

Contract title: [CONTRACT TITLE]
Contract date: [DATE OF CONTRACT]

(B) The Parties now wish to submit any disputes arising under, or related to, the Contract to arbitration under the following terms.

AGREED TERMS

1 ARBITRATION CLAUSE

1.1 All disputes arising under or related to the contract titled [NAME OF CONTRACT] dated [DATE OF CONTRACT] concluded between [NAME OF PARTY ONE] and [NAME OF PARTY TWO] shall be exclusively submitted to arbitration for final resolution by BIAC – the Bucharest International Arbitration Court (www.bucharestarbitration.org) in accordance with its Rules of Arbitration.

2 COUNTERPART SIGNATURES

- 2.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 2.2 Transmission of a counterpart of this agreement signed by DocuSign Signature by one party (but for the avoidance of doubt not just a signature page) by email to the other party, shall take effect as delivery of an executed counterpart of this agreement, subject to clause 2.3.
- 2.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

3 NO WAIVER OF JURISDICTION

3.1 No waiver of any prior choice of jurisdiction by a Party shall be inferred by reason only of the execution and/or delivery by that Party of a counterpart of this agreement, until and unless such counterpart shall be deemed effective in accordance with clause 2.3 above.

SIGNED FOR [PARTY 1] by))
[NAME], [TITLE] on [DATE]

SIGNED FOR [PARTY 2] by))
[NAME], [TITLE] on [DATE]