

THIS **ARBITRATION AGREEMENT** is made on the day of .

BETWEEN

(1) of ("**Party A**"),

(2) of ("**Party B**").

(3) of ("**Arbitrator**").

THE PARTIES AGREE AS FOLLOWS:

Authority and status

1. The person signing this Agreement on behalf of each party have the warranted authority to bind the party and all other persons present on the party's behalf at the Arbitration to observe the terms of the Agreement and also having authority to bind that Party to the terms of the Agreement.

1. The Arbitration

1. The parties agree to settle in good faith their dispute at the Arbitration dated and to conduct the Arbitration in accordance with this Agreement and consistent with the Arbitration Rules and Code of Conduct for Arbitrators at the date of this Agreement.
2. The parties agree to appoint of ("**Arbitrator**") as the Arbitrator for the Arbitration. The Arbitration will be held at on the day of .
3. No third party individuals shall be included in this arbitration agreement unless prior written consent between the parties has been obtained.

2. Role of The Arbitrator

1. The Arbitrator shall be professional, impartial and neutral in regards to all matters in relation to or arising out of the Arbitration.
2. The Arbitrator will conduct the hearing as expeditiously as possible, while ensuring that all Parties have the opportunity to present evidence and arguments and ensuring that the Agreement is followed.
3. The Arbitrator shall be the judge of the relevance and materiality of the evidence offered, and conformity to legal rules of evidence shall not be necessary.

3. The Arbitration Award

1. The Arbitrator shall issue his/her award within 30 days of the conclusion of the Arbitration hearing, unless otherwise agreed to by the Parties or otherwise specified by law. The award shall state the reasons for the award.

2. The Arbitration award shall be in writing and signed by the Arbitrator. The decision will be in writing and signed by the arbitrator. Unless otherwise agreed to by the Parties, the decision will include a summary of claims arbitrated and decided, a reasoned opinion setting forth any findings of fact or conclusions of law, and damages and other relief (if any) granted.
3. The Arbitrator may impose any deemed necessary sanctions against either party, or the parties' lawyers for failure to comply with any of the terms and conditions of this Arbitration Agreement.
4. The decision is final and binding on both parties and shall be executed in the manner required by law. Any appeal of the decision to a court shall be limited except in exceptional circumstances where the Arbitrator is found to be fraudulent.

4. Conflict of Interest

1. The Arbitrator must, prior to the commencement of the arbitration, disclose to the Parties to the best of the Arbitrator's knowledge any prior dealings with any of the Parties as well as any interest in the Dispute.
2. If in the course of the arbitration the Arbitrator becomes aware of any circumstances that might reasonably be considered to affect the Arbitrator's capacity to act impartially, the Arbitrator must immediately inform the Parties of these circumstances. The Parties will then decide whether the mediation will continue with that Arbitrator or with a new arbitrator appointed by the Parties.

5. Exclusion of Liability and Indemnity

1. The Arbitrator will not be liable to any Party for any act or omission by the Arbitrator in the performance or purported performance of the Arbitrator's obligations under this Agreement unless the act or omission is fraudulent.
2. Each Party indemnifies the Arbitrator against all claims by that Party or anyone claiming under or through that Party, arising out of or in any way referable to any act or omission by the Arbitrator in the performance or purported performance of the Arbitrator's obligations under this agreement, unless the act or omission is fraudulent.
3. No statements or comments, whether written or oral, made or used by the Parties or their representatives or the Arbitrator within the arbitration shall be relied upon to found or maintain any action for defamation, libel, slander or any related complaint, and this document may be pleaded as a bar to any such action.

6. Cooperation by the Parties

1. The Parties agree to cooperate in good faith with the Arbitrator and each other during the arbitration.

7. Legal Representation and Language Interpreter

1. At the Arbitration, each Party may be accompanied by one or more persons, including language interpreters or legally qualified persons, to assist and advise them.
2. The Parties utilizing such services are responsible for making and paying all fees and other arrangements directly with the legal counsel and/or interpreter, subject to applicable law.

8. Authority to Arbitrate

1. The Parties agree to attend the Arbitration with the authority to settle within any range that can reasonably be anticipated.

9. Confidentiality and without prejudice status

1. Every person involved in the Arbitration:
 - a. will keep confidential all information arising out of or in connection with the Arbitration, including the fact and terms of any settlement, but not including the fact that the Arbitration is to take place or has taken place or where disclosure is required by law to implement or to enforce terms of settlement; and
 - b. acknowledges that all such information passing between the Parties and the Arbitrator, however communicated, is agreed to be without prejudice to any Party's legal position and may not be produced as evidence or disclosed to any judge or other decision-makers in any legal or other formal processes, except where otherwise disclosable in law
2. Where a party privately discloses any information in confidence to the Arbitrator, before, during or after the Arbitration, the Arbitrator will not disclose that information to any other party or person without the consent of the party disclosing it, unless otherwise required by law.
3. The Parties will not call the Arbitrator as a witness, nor require him or her to produce in evidence any records or notes relating to the Arbitration, in any litigation or other formal process arising from or in connection with their dispute and the Arbitration nor will the Arbitrator act or agree to act as a witness, expert, mediator or consultant in any such process. If any party does make such an application, that party will fully indemnify the Arbitrator in respect of any costs incurred in resisting and/or responding to such an application, including reimbursement at the Arbitrator's standard hourly rate for the Arbitrator's time spent in resisting and/or responding to such application.

10. Fees and costs of the Arbitration

1. The parties will be responsible for the fees and expenses (including any provision for additional hours of the mediation process extends beyond the allocated hours) of the Arbitrator ("the Arbitration Fees") in accordance with the Schedule.
2. The Arbitrator shall issue an invoice to counsel for each of the parties on a monthly basis (no later than the 15th of each month) for (a) services performed in the prior month, and (b) services reasonably expected to be performed in the current month. Payment shall be due no later than the end of the month in which the invoice is issued. In the event that either of the parties fails to pay his or her or its share of the arbitration fee, the Arbitrator shall be entitled to seek an order from the

Court regarding the payment. The arbitration award shall be issued upon full payment by each party of the fee.

3. Unless otherwise agreed between the parties in writing below, each party agrees to share the Arbitration Fees equally and to bear its own legal and other costs and expenses of preparing for and attending the Arbitration prior to the Arbitration.

4. The Arbitrator's postponement/cancellation policy is as follows:

11. Governing Law of the Arbitration

12. Termination of the Arbitration

12.1 A Party may terminate the Arbitration at any time after consultation with the Arbitrator.

12.2 The Arbitrator may terminate the Arbitration if, after consultation with the Parties, the Arbitrator feels unable to assist the Parties to achieve resolution of the Dispute.

13. Amendment of this Agreement

13.1 All agreed changes to this Agreement shall not be valid until they are made in writing and signed by or on behalf of each of the parties.

14. Severability

14.1 If any part of this Agreement is held to be void or unenforceable, the remainder of the Agreement will be enforceable and any part may be severed from the remainder as appropriate, to the extent permitted by law.

15. Entire Agreement Clause

15.1 This Agreement contains the entire agreement between the parties and supersedes any prior written or oral agreement between them.

16. No Rights under Contracts for Third Parties

16.1. A person who is not a party to the Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance to enforce any of its terms.

IN WITNESS HEREOF the parties and the Arbitrator signed this Arbitration Agreement on the day and year first above written.

Schedule

Fees and Expenses of Arbitrator

Fees and Expenses of Arbitrator	(per hour)
1. For all preparation	
2. For the arbitration	
3. Room hire fees	
4. Allocation of costs	
Total	
Proportion of Costs Bear by the Parties	Percentage
	%
	%
or	
All parties equally	%