

**1. JURISDICTION, DISPUTES & NOTICES**

- 1.1. This Agreement shall be governed in accordance with the laws of .
- 1.2. Any disputes arising in connection with or out of the interpretation of this Agreement, which the Parties cannot settle amicably, shall be finally settled by three arbitrators under the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The board of arbitrators shall convene in *[chosen city]*.
- 1.3. The Parties agree that any violation of the terms of this Agreement may constitute irreparable harm and that money damages may be insufficient to remedy such harm. Therefore and notwithstanding the above and without prejudice to the rights and remedies otherwise available a Party shall be entitled to equitable relief by way of injunction in the event the other Party breaches or threatens to breach any of the provisions of this Agreement. The Parties further agree that the prevailing party in any litigation concerning this Agreement shall be entitled to reasonable attorney fees and any and all other costs associated with enforcing the terms of this Agreement.
- 1.4. This Agreement constitutes the entire agreement between the Parties and supersedes any prior oral or written agreements. Any amendments hereto must be in writing and signed by each Party. This Agreement shall benefit and be binding upon the Parties hereto and their respective successors.
- 1.5. All notices shall be considered as validly served if sent by registered mail (return receipt requested) to the addresses at the head of this Agreement.

Executed in , on *[date of signature]*

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for  
(duly authorized to signed)  
date of signature.....

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for **[second party]**  
(duly authorized to signed)  
date of signature.....