

Dispute Resolution Clauses

DIFC courts

If any dispute, claim, controversy or difference between the [Parties] arises out of or in connection with this [Agreement], including any question regarding its existence, validity, interpretation or termination (**Dispute**), then the [Parties] will attempt to settle it by mediation in accordance with the DMCC Disputes Centre Mediation Rules (**Mediation Rules**), which rules are deemed to be incorporated by reference into this clause. If the Dispute is not resolved within thirty (30) days after a [Party] has made a written request for mediation (**Request**) in accordance with the Mediation Rules or either [Party] fails to participate or ceases to participate in the mediation within thirty (30) days after a [Party] has made a Request, then the [Parties] agree that the courts of the Dubai International Financial Centre shall have exclusive jurisdiction to finally determine the Dispute.

DIFC-LCIA arbitration (sole arbitrator)

If any dispute claim, controversy or difference between the [Parties] arises out of or in connection with this [Agreement], including any question regarding its existence, validity, interpretation or termination (**Dispute**), then the [Parties] will attempt to settle it by mediation in accordance with the DMCC Disputes Centre Mediation Rules (**Mediation Rules**), which rules are deemed to be incorporated by reference into this clause. If the Dispute is not resolved within thirty (30) days after a [Party] has made a written request for mediation (**Request**) in accordance with the Mediation Rules or either [Party] fails to participate or ceases to participate in the mediation within thirty (30) days after a [Party] has made a Request, then the [Parties] agree that the Dispute shall be finally determined by arbitration in accordance with the Arbitration Rules of the DIFC-LCIA Arbitration Centre (**Arbitration Rules**), which rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one (1), who shall be appointed in accordance with the Arbitration Rules. The seat, or legal place of the arbitration, shall be the Dubai International Financial Centre. The arbitration proceedings and award shall be conducted and written in the English language.