

Dispute Resolution Terms

1. Good Faith Negotiation

In the event of any dispute or disagreement arising under or in connection with this Shareholder Agreement, the parties shall attempt in good faith to resolve such dispute by negotiation and consultation between themselves.

2. Mediation

If the dispute is not resolved within thirty (30) days after a party has requested negotiations, either party may request that the dispute be referred to mediation. The parties shall mutually agree on a mediator. The mediation shall be conducted in [City, Country], in accordance with the rules of [Mediation Institution, if any].

3. Arbitration

If the dispute is not resolved within sixty (60) days after the appointment of a mediator, either party may refer the dispute to binding arbitration. The arbitration shall be conducted pursuant to the following:

1. The arbitration shall take place in [City, Country].
2. The arbitration shall be conducted in accordance with the rules of [Arbitration Institution], which rules are deemed to be incorporated by reference into this clause.
3. The tribunal shall consist of one (1) arbitrator jointly appointed by the parties. If the parties cannot agree, the arbitrator shall be appointed by [Appointing Authority].
4. The language of the arbitration shall be [Language].

4. Costs

The costs of mediation and arbitration, including legal fees, shall be borne as determined by the mediator or arbitrator, unless the parties otherwise agree in writing.

5. Interim Relief

Notwithstanding the above, either party may seek interim or injunctive relief from any competent court to protect its rights pending resolution of the dispute through negotiation, mediation, or arbitration.

6. Binding Effect

The decision of the arbitrator shall be final and binding upon the parties, and judgment upon the award rendered may be entered in any court having jurisdiction.