

COMPROMISORY CLAUSES (various types).

<p>Standard arbitration clause</p> <p>N.B.</p> <p>1-2-3) Choose the required option.</p>	<p>All disputes, including non-contractual disputes, arising out of or in connection with this agreement and/or contract shall be settled by a Sole Arbitrator/ Board of 3/three Arbitrators (1) in accordance with the Regulations of the International Chamber of Arbitration, operating throughout national and international territory, fiscal code 03760490783, which shall administer the proceedings and which the parties declare to know and fully accept. The Arbitrator(s) shall proceed ritually/non ritually (2) and according to law/equity (3). The headquarters of the Arbitration shall be _____ and the place where the proceedings shall take place, understood as the address where the proceedings shall take place, will be identified and communicated to the parties by the Arbitration Secretary when the request for arbitration is filed.</p>				
<p>Arbitration clause for short proceedings (documentary and abbreviated oral proceedings)</p> <p>N.B.</p> <p>1) Choose the required option.</p>	<p>All disputes, including those of a non-contractual nature, arising out of this agreement and/or contract, relating to or in connection with the same shall be referred to a Sole Arbitrator, in accordance with the Rules of the International Arbitration Chamber, operating on the entire national and international territory, fiscal code 03760490783, who shall administer the proceedings and whom the parties declare to know and fully accept. The arbitrator will proceed according to law and the parties agree that the proceedings will be:</p> <table border="1" data-bbox="689 552 2056 616"> <tr> <td data-bbox="689 552 734 584"></td> <td data-bbox="734 552 2056 584">Oral abbreviated (pursuant to Article 48 of the Rules of the International Arbitration Panel) (1)</td> </tr> <tr> <td data-bbox="689 584 734 616"></td> <td data-bbox="734 584 2056 616">Documental (pursuant to Article 49 of the Rules of the International Court of Arbitration) (1)</td> </tr> </table> <p>Headquarters of Arbitration shall be _____ and the place where the proceedings shall take place, understood as the address where the proceedings shall take place, will be identified and communicated to the parties by the Arbitral Secretary at the time the request for arbitration is filed.</p>		Oral abbreviated (pursuant to Article 48 of the Rules of the International Arbitration Panel) (1)		Documental (pursuant to Article 49 of the Rules of the International Court of Arbitration) (1)
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<p>Mediation Clause following Arbitration Clause (Med-Arb) to be included in Contracts</p> <p>N.B.</p> <p>Mediation is not a condition for the admissibility of arbitration proceedings, which may therefore be commenced even without this procedure. The parties, however, may opt for the so-called med-arb clause, which provides for a two-stage procedure:</p> <p>1) Mediation; 2) Arbitration: if the mediation attempt should fail, the parties must resort to the arbitration procedure and not through the courts.</p> <p>1-2-3) Choose the required option.</p>	<p>Any and all disputes arising directly or indirectly in connection with the interpretation, validity, enforceability, execution or termination of this contract, writing and/or regulations shall be subject to a preliminary attempt at conciliation, performance or termination of this contract, writing and/or regulations, shall be subject to a preliminary attempt at conciliation by choosing one of the following from the Bodies accredited to handle conciliation listed in the Register of Mediation. attempts, pursuant to Legislative Decree 28/2010 and subsequent additions and amendments, in accordance with the Regulations adopted by the chosen body. If the mediation attempt is unsuccessful or if the dispute is not resolved within the 90 (ninety) day period, the mediation attempt shall be terminated. In the event that the mediation attempt is unsuccessful or in any case if the dispute is not resolved within 90 (ninety) days from the filing of the mediation request, the matter shall be resolved through an arbitration procedure administered by the International administered by the International Arbitration Panel, operating throughout the national and international territory, fiscal code 03760490783, in accordance with the relevant Rules, which the parties declare they know and fully accept. The decision will be taken ritually/ non ritually (1), in accordance with law/equity (2) by a Sole Arbitrator/ Arbitration Board (3) appointed in accordance with the said Rules. The headquarters of the Arbitration shall be _____ and the place where the proceedings shall take place, understood as the address where the proceedings shall take place, will be identified and communicated to the parties by the Arbitral Secretariat when the request for arbitration is filed.</p>				

<p>Corporate arbitration clause</p> <p>N.B.</p> <p>1) Choose the required option</p>	<p>All disputes concerning corporate social relations, including those relating to the validity of shareholders' assembly deliberations, promoted by or against the shareholders, by or against the company, by or against the directors, by or against the statutory auditors, by or against the liquidators, shall be settled, as provided for by L.D. 5/2003, by ritual legal arbitration administered by the International Chamber of Arbitration, which operates throughout national and international territory, fiscal code 03760490783 (P.I.), in accordance with the relevant Regulations. The arbitration body shall be composed of a Sole Arbitrator/an Arbitration Board of 3/three Arbitrators (1), appointed in accordance with these regulations, regardless of the number of parties. The headquarters of the Arbitration shall be _____ and the place where the proceedings shall take place, understood as the address where the proceedings shall take place. The place of the arbitration shall be identified and communicated to the parties by the Arbitration Secretary when the request for arbitration is filed.</p>
<p>Clause for Ritual Arbitration with separate deed</p> <p>N.B.</p> <p>This type of clause is signed separately from the original contract, which must be referred to and attached.</p> <p>1-2-3) Choose the required option.</p>	<p style="text-align: center;">BETWEEN</p> <p>Birthplace _____ Birthdate _____ Residency _____ Pr _____ St. _____ n# _____</p> <p style="text-align: center;">AND</p> <p>Birthplace _____ Birthdate _____ Residency _____ Pr _____ St. _____ n# _____</p> <p style="text-align: center;">GIVEN THAT</p> <p>1. On the date _____, the parties hereto entered into a contract for the purpose of _____, a copy of which is attached hereto under letter A</p> <p style="text-align: center;">AGREE THAT</p> <p>Any dispute that may arise, having as its object rights available between the parties in relation to this contract and/or writing, governed by Italian substantive and procedural law, including those relating to its validity, interpretation, execution and termination, as well as concerning the validity of this arbitration clause, shall be referred to the decision, in a ritual/non ritual manner (1), of an Arbitrator /Court of Arbitration (2), constituted within the International Chamber of Arbitration, which operates throughout the national and international territory. International Arbitration Chamber, fiscal code 03760490783 (P.I.), which shall administer the proceedings, and to whose Head Office the deeds and all related documentation must be sent. The Arbitral Council appoints the Sole Arbitrator or the Arbitration Board. The Sole Arbitrator is competent for disputes up to a value of €50.000,00 (fifty thousand/00). For disputes with a higher value, the Arbitration Board shall have jurisdiction. The headquarters of the arbitration shall be _____ and the place where the procedure shall take place, understood as the address where the proceedings shall take place, will be identified and communicated to the parties by the Arbitration Secretary when the request for arbitration is filed. The Sole Arbitrator or the Board of Arbitration shall decide within the time limit provided by the Regulations of the arbitration proceedings administered by the International Arbitration Panel, which is attached hereto and constitutes an integral part of this agreement, according to law/equity (3), in compliance with the provisions contained in the Regulations of the International Arbitration Panel and the regulatory provisions on arbitration (articles 806 - 840 c.p.c.). The Sole Arbitrator and the members of the Board of Arbitration shall be paid, by each party, a fee quantified on the basis of the regulations of the International Arbitration Panel, in addition to the reimbursement of expenses.</p> <p>Read, approved and signed _____ date _____ THE PARTIES</p>

Arbitration clause for non-contractual disputes

N.B.

1-2-3) Choose the required option.

BETWEEN

Birthplace _____ Birthdate _____
Residency _____ Pr. _____ St. _____ n# _____

AND

Birthplace _____ Birthdate _____
Residency _____ Pr. _____ St. _____ n_# _____

GIVEN THAT

1. On the date _____ the above parties entered into a contract for the purpose of _____, a copy of which is attached hereto under the **letter A**.

AGREE THAT

All disputes that may arise in connection with _____ shall be referred to the decision, in a **ritual/non ritual manner (1)**, by a **Sole Arbitrator/Arbitration Board (2)** of the International Arbitration Chamber, operating on the entire national and international territory, fiscal code 03760490783, at whose Head Office the documents and all related documentation must be sent. The Arbitral Council appoints the Sole Arbitrator or the Arbitration Board. The Sole Arbitrator shall have jurisdiction for disputes with a value of up to €50.000.00 (fifty thousand/00). For disputes with a higher value, the Arbitration Board shall have jurisdiction. The headquarters of the Arbitration shall be _____ and the place where the procedure shall take place, understood as the seat of arbitration and the place where the procedure shall take place, will be identified and communicated to the parties by the Arbitration Secretary when the request for arbitration is filed. The Sole Arbitrator or the Arbitration Panel shall decide, within the time limit provided by the Regulations of the Arbitration Procedure administered by the International Arbitration Panel, which are attached hereto and constitute an integral part of this agreement, according to **law/equity (3)**, in compliance with the provisions contained in the Regulations of the International Arbitration Panel and the regulatory provisions on arbitration (articles 806 - 840 c.p.c.). The Sole Arbitrator and the members of the Arbitration Board shall be paid, by each party a fee quantified on the basis of the provisions contained in the Regulations of the International Arbitration Panel in addition to the reimbursement of expenses.

Read, approved and signed _____ Date _____

THE PARTIES

Arbitration clause "posthumous" at the signing of a contract.

N.B.

In this case the parties have signed a contract without having inserted an arbitration clause. One of the two parties, before any litigation begins, asks the other party to sign a posthumous clause, through us.

The signing of the clause presupposes that:

- 1) *One of the two parties has applied to the International Arbitration Panel;*
- 2) *The International Arbitration Panel has summoned the other party and explained the advantages of the procedure;*
- 3) *The other party agrees to enter into such an agreement.*

OUR LETTER INVITING YOU TO SIGN AN ARBITRATION CLAUSE – WITHOUT DISPUTE

Dear _____, following a request submitted to us, by _____, to optimise the contract _____ which does not include the Arbitration clause, you are invited to contact our secretarial office, in order to integrate the contract. In short, it will be underwritten to a posthumous arbitration clause, which allows, in the event of any future disputes concerning the execution and/or interpretation of the contract, to replace the recourse to an ordinary justice with a recourse to the arbitration procedure administered by the International Arbitration Chamber, operating on the entire national and international

The Undersigned:

Birthplace _____ Birthdate _____
Residency _____ Pr _____ St. _____ n# _____

AND

Birthplace _____ Birthdate _____
Residency _____ Pr _____ St. _____ n# _____

in addition to the Contract _____ (attached)

Declare

in the event of a dispute arising in connection with the Contract, even if not of a contractual nature, that they wish to derogate from ordinary procedures of justice in favour of the arbitration procedure pursuant to Articles 806-840 c.p.c. administered by the International Arbitration Chamber, operating throughout national and international territory, fiscal code 03760490783, in accordance with the current rules and regulations of the Regulations of the International Arbitration Panel, which the undersigned have read and declare to accept in all its parts.

The Arbitrator(s) (1) shall proceed/arbitrate **ritually/non ritually (2)** and according to **law/equity (3)**. The headquarters of the Arbitration shall be _____ and the place where the proceedings shall take place, understood as the address where the proceedings shall take place, will be identified and communicated to the parties by the Arbitration Secretary at the time of filing the request for arbitration.

Read, confirmed and signed _____

Date and Signatures _____

<p>territory, fiscal code 03760490783, in order to resolve the dispute by means of "arbitration procedure" for a "rapid" and economically convenient solution. In such a case, the decision - defined as "arbitral award" - would, with its homologation, equal "executive validity" with respect to the "ruling" of the ordinary court.</p> <p>N.B.</p> <p>1-2-3) Choose the required option.</p>	
<p>Arbitration clause in Condominium matters</p> <p>N.B.</p> <p>1-2-3) Choose the required option.</p>	<p>With the present arbitration clause, the parties agree that all disputes arising from the present contract - regarding its existence, validity, extinction, interpretation, execution and termination- and/or that may arise between the owners, between owners and administrators and between the owners and the condominium, including the appeals against the assembly resolutions, shall be decided through an arbitration procedure. Therefore, the parties agree to refer any disputes to a Sole Arbitrator/to a Board of 3/three Arbitrators (1), regardless of the number of parties, in accordance with the Regulations of the International Arbitration Chamber, which operates on the entire national and international territory, fiscal code 03760490783, which shall administer the proceedings, which the parties declare to know and accept in full.</p> <p>The Arbitrator(s) shall proceed ritually/ non ritually (2) and according to law/equity(3).</p> <p>The headquarters of the Arbitration shall be _____ and the place where the proceedings shall take place, understood as the address where the proceedings shall take place, will be identified and notified to the parties by the Arbitration Secretary at the time of filing the request for arbitration.</p>