

## Global Mediation Exchange Center Submission Agreement for Arbitration/Mediation

We,

, Claimant(s).

And

, Respondent(s),

collectively referred to in this Submission Agreement for Arbitration/Mediation as “the parties,” hereby agree as follows:

We agree to submit all disputes relating to the attached Agreement between the parties dated as of \_\_\_\_\_ (the “Underlying Agreement”), a copy of which we have attached to this Submission Agreement, to arbitration/mediation in accordance with the Rules of the Global Exchange Mediation Center (the “GXMC Rules”) and the New Jersey International Arbitration, Mediation, and Conciliation Act, N.J.S.A. 2A:23E-1, *et seq.* (the “NJ IAMC”).

*Check one of the two boxes below:*

- No pending proceeding.** There is no pending proceeding between the parties. We have attached a list and short description of the claims and counterclaims, if any, we have against one another to this Submission Agreement (this “Dispute”).
- Pending proceeding.** We are parties to an existing dispute resolution proceeding pending before \_\_\_\_\_ Case No. \_\_\_\_\_ (this “Dispute”). We have attached copies of the claims, counterclaims (if any) and responses/answers filed and/or exchanged in connection with the Prior Pending Proceeding to this Submission Agreement.

We agree to and hereby modify the Underlying Agreement by substituting the provisions of this Submission Agreement for the dispute resolution and/or arbitration provisions, if any, of the Underlying Agreement, and in so doing, we agree to resolve this Dispute solely in accordance with the provisions of this Submission Agreement.

Under this Submission Agreement, we agree to submit this Dispute to a sole Arbitrator/Mediator appointed in accordance with the GXMC Rules.

We understand and agree that, after convening the arbitration, the arbitrator will act as a mediator and, in that capacity, may conduct *ex parte* meetings with the parties as described in the GMXC Rules. We incorporate into this Submission Agreement the GMXC Rules to govern the Process.

We further agree (i) that, in the event that we resolve the Dispute in mediation, we will prepare and execute a written settlement agreement recording the terms of the settlement we reach in mediation, which the Arbitrator/Mediator will thereafter incorporate into a Consent Award

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enforceable under the NJ IAMC and the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (commonly known as the New York Convention); (ii) that we shall faithfully adhere to the GMXC Rules; and (iii) that we shall abide by and fulfill the provisions of any Consent Award rendered by the Arbitrator/Mediator. Judgment upon the Consent Award may be entered by any court having jurisdiction thereof. The seat of the arbitration shall be New Jersey, USA. The language of the arbitration shall be English.

THE PARTIES ACKNOWLEDGE, UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT THEY MAY HAVE TO TRIAL BY JUDGE OR JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE UNDERLYING AGREEMENT OR THIS SUBMISSION AGREEMENT, WHETHER BASED IN CONTRACT, TORT, STATUTE, CIVIL LAW, COMMON LAW, OR ANY OTHER LEGAL THEORY.

In the event that the parties are unable to resolve this Dispute in mediation and to reduce that resolution to a signed settlement agreement provided to the Mediator within **90 days** of the appointment of the Arbitrator/Mediator (or within any extended period of time permitted under the GMXC Rules), or if the Consent Award does not resolve all issues raised in this Dispute, the parties agree to submit this Dispute (or any issues relating to this Dispute remaining to be resolved) to be finally resolved by arbitration in accordance with

[select one:]

- the International Dispute Resolution Procedures of the Centre for International Dispute Resolution (the "ICDR"),
- the Rules for Administered Arbitration of International Disputes of the International Institute for Conflict Prevention and Resolution (the "CPR"),

[select one:]

- in effect at the time of commencement of the arbitration,
- in effect on the date of this Submission Agreement,

by [select one]:

- a sole arbitrator.
- three arbitrators, one of whom each party shall designate, with the third arbitrator to be appointed by \_\_\_\_\_.
- three arbitrators, one of whom each party shall designate, with the third arbitrator to be designated by the two party-appointed arbitrators.
- three arbitrators, none of whom shall be designated by either party.

Judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The seat of the arbitration shall be \_\_\_\_\_.  
The language of the arbitration shall be \_\_\_\_\_.

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To be completed and signed by all parties

Name of Party	Name of Party
Street Address:	Street Address:
City, State/Province, Country, Post Code:	City, State/Province, Country, Post Code:
Telephone	Telephone
Facsimile	Facsimile
<u>Name of Party's Attorney or Representative</u> Name of Firm (if applicable):	<u>Name of Party's Attorney or Representative</u> Name of Firm (if applicable):
Street Address:	Street Address:
City, State/Province, Country, Postal Code:	City, State/Province, Country, Postal Code:
Telephone	Telephone
Facsimile	Facsimile
E-mail	E-mail
Title (if an officer or other representative of a party):	Title (if an officer or other representative of a party):

**Please email this form and any attachments to [info@gmxcresolutions.com](mailto:info@gmxcresolutions.com)**

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To be completed and signed by all parties

Name of Party	Name of Party
Street Address:	Street Address:
City, State/Province, Country, Post Code:	City, State/Province, Country, Post Code:
Telephone	Telephone
Facsimile	Facsimile
<u>Name of Party's Attorney or Representative</u> Name of Firm (if applicable):	<u>Name of Party's Attorney or Representative</u> Name of Firm (if applicable):
Street Address:	Street Address:
City, State/Province, Country, Postal Code:	City, State/Province, Country, Postal Code:
Telephone	Telephone
Facsimile	Facsimile
E-mail	E-mail
Title (if an officer or other representative of a party):	Title (if an officer or other representative of a party):

**Please email this form and any attachments to [info@gmxcresolutions.com](mailto:info@gmxcresolutions.com)**