

ARBITRATION AGREEMENT

BETWEEN:

•
Whose lawyer is:

•

PARTY OF THE FIRST PART

AND:

•
Whose lawyer is:

•

PARTY OF THE SECOND PART

(Each of these parties being hereinafter referred to as a "Party" and said parties, together, being hereinafter referred to as the "Parties")

AND:

•, who was appointed by the Parties to act as sole arbitrator for purposes of the dispute mentioned in this Arbitration Agreement

(hereinafter referred to as the "Arbitrator")

ARTICLE 1 - PREAMBLE

- 1.1. WHEREAS the parties are bound to each other by • (the "Contract").
- 1.2. WHEREAS the Contract provides for arbitration in the event of a dispute.
- 1.3. WHEREAS, following a dispute between the parties, a notice of arbitration was sent by • to • on • with respect to • (the "Dispute").
- 1.4. WHEREAS the Contract, or the Code of Civil Procedure, stipulates that the arbitration is to take place before a sole arbitrator.
- 1.5. WHEREAS the Parties have agreed to appoint the Arbitrator as the sole arbitrator.
- 1.6. WHEREAS, in this Arbitration Agreement, the Parties and the Arbitrator wish to specify certain terms and conditions of the arbitration provided for in the Contract.

1.7. WHEREAS this preamble forms an integral part of this Arbitration Agreement and may be used to interpret it.

NOW, THEREFORE, THE PARTIES HERETO HAVE AGREED AND HEREBY AGREE AS FOLLOWS:

ARTICLE 2 - APPOINTMENT OF THE ARBITRATOR AND NO GROUNDS FOR RECUSATION

- 2.1. The Parties hereby confirm the appointment of the Arbitrator as sole arbitrator for purposes of the Dispute.
- 2.2. In accordance with the second paragraph of article 626 of the Code of Civil Procedure, the Arbitrator declares that, as at the date hereof, he has no knowledge of any fact that could cast doubt on the Arbitrator's impartiality and justify a recusation.

ARTICLE 3 - CERTAIN TERMS AND CONDITIONS OF THE ARBITRATION

- 3.1. The rules stipulated in the Code of Civil Procedure apply as supplementary to this Arbitration Agreement and to the present arbitration. However, in case of any discrepancy or contradiction between one or more of the rules stipulated in the Code of Civil Procedure and one or more provisions of the present Arbitration Agreement, the provisions of this Arbitration Agreement shall prevail, except for such rules which are of public order (including those rules mentioned in the last paragraph of article 622 of the Code of Civil procedure).
- 3.2. This Arbitration Agreement shall govern the process for arbitrating the Dispute, but it shall not in any manner whatsoever dispose of the rights and recourses of one or both of the Parties with respect to third parties.
- 3.3. The Arbitrator shall act in accordance with the rules of law and shall rule on all matters. *[The Arbitrator may act as amiable compositeur].*
- 3.4. *[At the request of the Parties, the Arbitrator's mission also includes attempting to reconcile the Parties, if circumstances permit, and, if such conciliation attempt fails, to continue the present arbitration process.]*
- 3.5. After consulting the Parties' lawyers, the Arbitrator shall determine, the procedure of the present arbitration, the location and schedule for the arbitration sessions as well as any timetable relevant to the conduct of the arbitration.
- 3.6. *[In accordance with article 633 of the Code of Civil Procedure, le Parties agree that the present arbitration be decided on the face of the record.]*
- 3.7. *[Either Party may request, in writing, that the hearings be taken down by stenography. Upon receipt of such a written request, the Arbitrator shall make the necessary arrangements so that the hearings be taken down by stenography, it being understood that the fees of the stenographer(s) whose services have been retained by the Arbitrator shall form part of the Arbitrator's expenses for purposes hereof. If*