Sample/ Draft of an International Mediation Agreement

effective as of \_\_\_\_(“**Effective Date**”)

This is an agreement between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_duly registered under the laws of China, having its address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , duly registered under the laws of Israel, having its address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_( “The Parties”).

Whereas the Parties are interested to base their business relationship on principles of mutual respect and good faith; and

Whereas the Parties agree that in any case of disagreements connected to the cooperation should arise between them should be resolved by mediation as set out in this agreement.

In consideration of the mutual covenants and conditions herein contained, and intending to be legally bound hereby, the parties mutually agree as follows:

1. In the event of any dispute arising out of or in connection with any oral or written contract of any kind between the Parties regarding their business relationship, the Parties agree to submit the matter to settlement proceedings under the Israel-China Business Mediation Center (ICBMC).
2. The initiating Party may submit the matter to either the ICBMC or to Mediation Center of China Council for the Promotion of International Trade/ China Chamber of International Commerce (CCPIT/ CCOIC Mediation Center) or to the Israeli Institute for Commercial Arbitration of the Federation of Israeli Chambers of Commerce (IICA/ FICC).
3. The ICMBC shall select two mediators: one mediator from China (CCPIT/ CCOIC Mediation Center) and one mediator from Israel (IICA/ FICC).
4. The Mediators will assist the Parties in reaching their own settlement. The Mediators will not make any decisions for the parties on how the matter should be resolved, unless agreed otherwise by the Parties.
5. All written and oral communications made in the course of the mediation will be treated as confidential and without prejudice, unless agreed otherwise.
6. The Mediation procedure will be conducted in the English language in a video conference platform unless agreed otherwise between the Parties.
7. The Parties agree to conduct all mediation procedures in good faith, to reach a mutually acceptable resolution of their differences.
8. In case the Parties reach settlement agreement after mediation - the agreement shall be binding on the Parties and shall be faithfully performed.
9. This Agreement shall be executed in duplicate original counterparts in the Chinese and English languages. In case of questions of interpretation, the English version shall prevail.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective on the Effective Date.

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| **Name and title** | **Name and title** |
| **Signature** | **Signature** |