Agreement to Submit Dispute to Mediation and Arbitration under the AALCO-HKRAC Sports Industry Mediation and Arbitration Rules (2026)

IMPORTANT NOTICE

(a) *This is a template agreement provided by the AALCO Hong Kong Regional Arbitration Centre ("AALCO-HKRAC") for general reference only.*

(b) ***Parties are strongly advised to seek independent legal advice*** *before signing.*

(c) *AALCO-HKRAC accepts no liability for any use of or reliance on this template.*

This Agreement is made on the _____ day of _____, 20____

BETWEEN

Party A (Claimant):
Name: _____
Address: _____
Designated Electronic Address: _____
Authorized Representative Name & Title: _____

AND

Party B (Respondent):
Name: _____
Address: _____
Designated Electronic Address: _____
Authorized Representative Name & Title: _____

(Party A and Party B hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**")

[*If more than two parties are involved, please add additional party information and signature blocks below.*]

1. **Dispute Description:**

Disputes have arisen between the Parties concerning: [*Briefly describe the subject matter of the dispute, e.g., "alleged breach of a sponsorship agreement" or "a decision regarding athlete eligibility".*]

_____
_____
_____

Underlying Contract/Relationship (if any):

[*Optional: Identify any relevant contract or document.*]

☐ A copy is attached and forms part of this Agreement.

2. Agreement between the Parties regarding the above dispute:

2.1 Submission to Mediation and/or Arbitration

The Parties hereby agree that any dispute, controversy or claim arising out of or in connection with the subject matter described in Clause 1 above, including any question regarding its existence, validity, breach or termination, shall be resolved in accordance with the following procedure under the **AALCO-HKRAC Sports Industry Mediation and Arbitration Rules (2026)** (the "**Rules**") under the following track:

☐ **Track A – Mediation Only**

The dispute shall be referred to mediation administered by AALCO-HKRAC in accordance with the Rules. No arbitration may be commenced in respect of this dispute unless the mediation is terminated without a settlement and the Parties otherwise agree further in writing.

☐ **Track B – Mediation followed by Arbitration**

(a) The dispute shall first be referred to mediation in accordance with the Rules.
(b) If the dispute is not settled by mediation within the time limit prescribed in Article 17 of the Rules (or any extension agreed in writing), the dispute shall be referred to and finally resolved by arbitration in accordance with the Rules.

2.2 Additional Provisions (to be included only if arbitration paragraph is retained)

(a) The seat of arbitration shall be Hong Kong.

(b) The number of arbitrators shall be [*one/three*].

(c) The language of the proceedings shall be [*English/Chinese*].

(d) Any question as to whether the mediation requirement has been duly fulfilled shall be treated as a matter of admissibility and shall be finally determined by the arbitral tribunal.

2.3 Costs

The Parties shall be responsible for the fees and expenses in accordance with the Rules, Government Subsidy Guidelines for the Pilot Scheme on Sports Dispute Resolution and Fee Schedule under the AALCO-HKRAC Sports Industry Mediation and Arbitration Rules (2026) as published on AALCO-HKRAC's website.

2.4 Governing Law of Arbitration Agreement and Procedure

The law governing this arbitration agreement (Clause 2) and the procedure for any arbitration conducted under the Rules shall be the laws of the Hong Kong Special Administrative Region.

This Agreement constitutes the entire understanding between the Parties regarding submission of the dispute to the Rules.

SIGNED for and on behalf of
PARTY A

By: _____

Name: _____

Title: _____

Date: _____

SIGNED for and on behalf of
PARTY B

By: _____

Name: _____

Title: _____

Date: _____