

Governing Law and Dispute Resolution Clause

1. Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of [Insert State/Country].

2. Dispute Resolution

In the event of any controversy or claim arising out of or relating to this contract, or the breach thereof, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

3. Arbitration

If the parties do not reach a solution within a period of [Insert Number] days, then, upon notice by either party to the other, all disputes, claims, or controversies shall be finally settled by arbitration administered by [Insert Arbitration Body, e.g., AAA or ICC] in accordance with its Commercial Arbitration Rules.

- The number of arbitrators shall be [One/Three].
- The seat, or legal place, of arbitration shall be [Insert City, State/Country].
- The language to be used in the arbitral proceedings shall be English.

4. Jurisdiction

Subject to the arbitration clause above, each party irrevocably agrees that the courts of [Insert City/County/State] shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.