



KARAOKE COURT

ARBITRATION AGREEMENT

This Agreement is made on **[Date]**

BETWEEN

.....
[Name and address of Party A] ("Claimant");

AND

.....
[Name and address of Party B] ("Respondent")

(Collectively, the "Parties" and each, a "Party")

WHEREAS

.....
.....
.....
.....
.....
.....
.....
(the "Dispute") **[State brief facts of the dispute.]**

IT IS AGREED AS FOLLOWS

1. The Parties have agreed to submit the Dispute to arbitration (the “**Arbitration**”) to be finally resolved in the Karaoke Court in accordance with the Karaoke Court Rules.

2. Should the Claimant win,

.....
.....
.....

3. Should the Respondent win,

.....
.....
.....

Procedural Rules of the Arbitration

4. The Arbitration will be conducted in accordance with the Karaoke Court Rules (see Appendix).
5. Where the Karaoke Court Rules are silent as to any matter, the procedure to be adopted shall be finally and conclusively determined by Jack Tan of 42 Heron Place, 4 Bramwell Way, London E16 2FL (the “**Artist**”).
6. All disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall also be finally resolved by Arbitration.

Governing Law of the Arbitration

7. This contract is governed by the laws of Singapore and the Parties agree to submit to the exclusive jurisdiction of the Karaoke Court.

The Appointment of the Arbitrator

8. The Tribunal shall comprise a sole arbitrator (the “**Arbitrator**”) to be appointed by the Artist.
9. In the event of the death or resignation of the Arbitrator during the course of the proceedings, the Marshall of the Karaoke Court will replace the Arbitrator or a replacement

arbitrator shall be appointed by the Artist.

10. The Artist is vested with the sole power to remove the Arbitrator, on the basis of justifiable doubts as to the Arbitrator's impartiality, independence or qualification, upon the application of any of the Parties. Any proceedings prior to the removal of the Arbitrator will stand and the Arbitrator's removal shall not affect the enforceability of any award made by it.
11. The Arbitrator shall have the power to rule on his own jurisdiction, should an objection be raised by any of the Parties.

The Seat of the Arbitration

12. The seat of the arbitration shall be Singapore, with the precise location to be determined by the Artist and notified to the Parties.

The Language of the Arbitration

6. The language of the arbitration shall be English.

Signed by ***[Name of Party A]***

on this ***[Date]***

Signed by ***[Name of Party B]***

on this ***[Date]***

Appendix

KARAOKE COURT RULES (THE “RULES”)

1. The following Rules (as amended by the Artist from time to time) (the “**Rules**”) shall apply where any agreement has been made for submission or reference in writing for dispute resolution by way of arbitration to the Karaoke Court.

Pre-Arbitration Procedure

1. Prior to the arbitration, the parties will submit to the Artist in writing:
 - a. the facts of the dispute;
 - b. the list of karaoke songs and versions thereof to be performed in the arbitration;
 - c. the agreed remedy.
2. The arbitration agreement will be signed prior to the arbitration.
3. The arbitration will take place at a site determined by the Artist. The arbitration will take place in public and before an audience.

At the Arbitration

4. The Arbitrator will sing a song of his or her choice, or a song can be sung on his or her behalf, to declare the start of the arbitration period which may include one or more separate arbitrations.
5. The Arbitrator will introduce the Parties and the facts of the dispute.
6. The Claimant will present his or her karaoke song. Thereafter the Respondent will present his or her karaoke song.
7. The Arbitrator will decide who wins by interpreting the audience’s response to the songs presented by the Parties. The Arbitrator may use any means he or she deems necessary in order to ascertain the audience’s response.

Post-Arbitration Procedure

8. Following the arbitration, the Marshall of the Karaoke Court will confirm in writing the decision of the Arbitrator.