Arbitration Agreement

Between:
Name: _____
ID No./Company No.: _____
Address: _____
City: _____ Postal Code: _____
Tel.: _____
Email: _____

And:
Name: _____
ID No./Company No.: _____
Address: _____
City: _____ Postal Code: _____
Tel.: _____
Email: _____

WHEREAS, disputes have arisen between the parties, as set forth and/or to be set forth in the pleadings;

AND WHEREAS, the parties wish to submit the said dispute to arbitration;

NOW, THEREFORE, the parties agree as follows:

1. The parties hereby reaffirm the foregoing recitals.
2. The parties hereby appoint as arbitrator the Beit Din to be designated by the management of Eretz Hemdah-Gazit (the "Beit Din"). If a dayan is unable to continue with the arbitration or encounters difficulty doing so, the management of Eretz Hemdah-Gazit may replace that dayan with another dayan or remove that dayan from the panel.
3. The Beit Din shall hear and decide the dispute between the parties and all claims and demands that either party has against the other, as set forth and/or to be set forth in the pleadings submitted by the parties, as well as any other matter related to the subject of the arbitration that the parties raise during the arbitration.
4. The Beit Din shall decide the dispute according to law or by way of compromise, at its discretion and to the best of its judgment, on the basis of the material before it and in accordance with the Beit Din's halakhic policy.
5. The Beit Din may issue a declaratory judgment, an order to do or refrain from doing an act, an order for specific performance, interim orders, temporary relief, other interim decisions, and any other relief that a court is authorized to grant. It may also issue an interim award deciding the subject of the arbitration in separate parts. The Beit Din shall exercise the foregoing authority in accordance with its Rules of Procedure. All parties to this arbitration undertake to comply with all directions and determinations of the Beit Din in the matters set forth above.
6. The parties undertake to pay "gerama" damages and losses resulting from prevention of profit, as warranted by the circumstances and as determined by the Beit Din in its discretion.
7. The parties undertake to pay legal costs and attorneys' fees as determined by the Beit Din in its discretion.
8. The parties agree that even if the dispute is decided by way of compromise, the decision shall be made by majority opinion.

9. The Beit Din shall not be bound by the time limits set forth in item 15 of the First Schedule to the Arbitration Law, 5728-1968. Nevertheless, the parties and the Beit Din shall cooperate in order to conclude the arbitration as quickly as possible.

10(a). The parties acknowledge the principle that a legal entity has rights and obligations and may sue and be sued.

10(b). The parties acknowledge the principle of the limited liability of corporations. Accordingly, their claims are directed against the assets of the corporation, and not against representatives of the corporation acting on its behalf or against its shareholders, unless the Beit Din determines that the corporation's managers or representatives, or its shareholders, are personally liable.

10(c). Subject to subsection (b) above, the parties waive the possibility of claiming against assets beyond the property of the corporation.

11. Where necessary, the Beit Din may hold hearings by remote means (such as Zoom). If a party is unjustifiably absent from a hearing, after being warned that the hearing may proceed in that party's absence, the Beit Din may hold the hearing in that party's absence and decide the matter accordingly.

12. The parties declare that they have read the Beit Din's Rules of Procedure, accept them, and undertake to abide by them. The Beit Din shall have authority to determine the limits of the authority conferred by this Arbitration Agreement and by the Rules of Procedure.

13. The parties hereby waive in advance any monetary or other claims they may have against the dayanim or employees of the Beit Din, or against the Eretz Hemdah Association.

14. The employees and dayanim of the Beit Din may process information relating to cases before the Beit Din using artificial intelligence tools.

15. The parties declare and acknowledge that they have effected a valid kinyan in accordance with Torah law before an important Beit Din, with respect to all their undertakings in each and every clause of this Agreement, with the force of all

conditions and all instruments.

*In the event of any discrepancy or inconsistency between the Hebrew version and this English translation, the Hebrew version shall prevail.

IN WITNESS WHEREOF, the parties have signed below.

On this ___ day of _____, 57___ On this ___ day of _____, 57___

_____ _____

Party A Party B