Governing-law and dispute clauses for Swiss–Singapore contracts

Dr Alexander Ressos, TEP
Attorney-at-Law (Switzerland and Germany),
Solicitor (England & Wales and Hong Kong)
Of Counsel, KGP Legal LLC
alexander.ressos@kgplegal.com.sg
www.ressos.com.sg

Contracts between Swiss and Singapore parties need a governing law that both courts will respect and a forum that can grant relief against assets in both places. Switzerland and Singapore are both parties to the New York Convention, which makes arbitration the safest route for enforcement. Both have arbitration institutions with experience of digital-asset disputes.[1] Court litigation is simpler for low-value disputes, but a Swiss judgment is enforced in Singapore only at common law (the Reciprocal Enforcement of Foreign Judgments Act does not extend to Switzerland) and a Singapore judgment is enforced in Switzerland under Art. 25 ff. PILA, which requires indirect jurisdiction and the absence of ordre public objections. The Hague Choice of Court Convention binds Singapore but Switzerland has signed without ratifying.

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Governing law (Swiss). This Agreement and any non-contractual obligations arising out of or in connection with it are governed by the substantive laws of Switzerland, excluding its conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods.

Governing law (Singapore). This Agreement and any non-contractual obligations arising out of or in connection with it are governed by the laws of Singapore.

Arbitration (Swiss seat). Any dispute arising out of or in connection with this Agreement shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted. The number of arbitrators shall be [one / three]. The seat of the arbitration shall be Zürich. The language shall be English. The parties agree that the emergency arbitrator provisions apply.

Arbitration (Singapore seat). Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the SIAC for the time being in force. The seat of the arbitration shall be Singapore. The tribunal shall consist of [one / three] arbitrators. The language shall be English.

Interim relief. Nothing in this clause prevents either party from seeking interim or conservatory relief, including orders freezing or preserving digital assets, from any court of competent jurisdiction before the constitution of the tribunal or in support of the arbitration.

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> **Digital asset specifics.** The tribunal may order the delivery of specific digital assets, the disclosure of private keys or seed phrases to an escrow agent appointed by the tribunal, and the execution of transactions on a distributed ledger, and the parties undertake to comply with such orders. The parties agree that transaction records on the relevant distributed ledger are admissible as evidence of the transactions they record.

The interim relief carve-out is essential where tokens are at stake, because an arbitration takes months to constitute and tokens move in minutes. Both the Swiss Rules and the SIAC Rules provide for emergency arbitrators. The Singapore courts have granted freezing relief in aid of arbitration against unknown persons.[2] The clause on disclosure of keys to an escrow agent is novel and has not, to my knowledge, been tested before a Swiss court on enforcement, but it has been complied with voluntarily in settlements.

Notes

1. Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 10 June 1958 (SR 0.277.12; Singapore: International Arbitration Act 1994, Second Schedule); PILA Art. 176 ff.; see Part H, Chapter VIII and Part N, Chapter VI. ↩
2. SIAC Rules 2025, Schedule 1 (Emergency Arbitrator); Swiss Rules 2021, Art. 43; International Arbitration Act 1994, s. 12A; see Part N, Chapter VI. ↩

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Author contact: Dr Alexander Ressos, TEP · contact@ressos.com

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