

ORBI TRADE

REQUEST FOR ARBITRATION



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IN THE MATTER OF AN ARBITRATION UNDER THE ARBITRATION RULES OF
THE INTERNATIONAL CHAMBER OF COMMERCE (2021)

BETWEEN:

[CLAIMANT'S NAME]

(CLAIMANT)

-AND-

[RESPONDENT'S NAME]

(RESPONDENT)

REQUEST FOR ARBITRATION

[Claimant's representative's law firm]

[Claimant's representative's law firm]

[Claimant's representative address]

[Claimant's representative phone number and fax]

Legal representative for Claimant

[Date of the

Request]

I. INTRODUCTION

1. This Request of Arbitration, is submitted on behalf of [Name of Claimant] (hereinafter “**Claimant**”) pursuant to Article 4 of The International Chamber of Commerce Arbitration Rules as in force from 1 January 2024 (the “**ICC Rules**”) against [Name of Respondent] (hereinafter “**Respondent**”), (hereinafter collectively referred to as the “**Parties**”).
2. The dispute between the Parties arises from the [Respondent's name] breach of the Orbi Trade Trading Rules in connection with Claimant's trading activity in Orbi Trade.
3. [Brief Description of the Case]
4. Pursuant to Article 4 of the ICC Rules, this Request for Arbitration contains information concerning the following:
 - i. The name, description, address, and other contact details of each of the Parties and of the Claimant's representation (**Section II**)
 - ii. The description of the nature and circumstances of the dispute giving rise to the claims and of the basis upon which the claims are made (**Section III**)
 - iii. Observations on jurisdiction and procedural matters, including the basis of jurisdiction, governing law, language of arbitration, seat of arbitration, and the constitution of the arbitral tribunal (**Section IV**)
 - iv. Claimant's damages (**Section V**)
 - v. Payment of the filing fee (**Section VI**)
 - vi. Request for relief (**Section VII**)

II. THE PARTIES

A. Claimant

1. Claimant is [Name], a [country] citizen, holding a passport number [number], having an address at [address details]. Claimant, in this case, is a member of Orbi Trade, who had deposited his or her funds on the website and/or app since [year].
2. Claimant's contact details are as follows:

[Name]

[Address]

Tel.: [phone number]

[email address]

3. Claimant is represented in this arbitration by [law firm name], an Indonesian Law Firm and/or Claimant's In-House Counsel with contact details as follows:

[Law Firm Name]

[Name of The Counsel 1]

[Name of The Counsel 2]

[Address of the Law Firm]

Tel.: [phone number]

[email address]

4. The Power of Attorney is attached (*annex*). All correspondences and communications intended for Claimant should be addressed directly to its counsel of record.

B. Respondent

1. Respondent is Orbi Trade International Ltd, a Seychelles-based Company with the company number of 8433020-1, having an address at [address details].
2. To the best of Claimant's knowledge, this Request for Arbitration should be served to:

[Name]

[Address]

Tel.: [phone number]

[email address]

III. THE NATURE AND CIRCUMSTANCES OF THE PARTIES' DISPUTE

1. [chronology of the dispute]
2. [chronology of the dispute]
3. [chronology of the dispute]

IV. PROCEDURAL MATTERS AND JURISDICTION

A. Jurisdiction

1. Article 17 (3) of the Orbi Trade Trading Rules grants Claimant the option of submitting the dispute in connection with its trading activity to an arbitration pursuant to the ICC Rules, if the dispute cannot be settled through an amicable dispute resolution, quoting:

*“17.3. In any case where the dispute cannot be settled amicably, **the Client and the Company have agreed to finally settle their dispute through arbitration** in the International Chamber of Commerce under the Rules of International Chamber of Commerce, the seat of arbitration is Wien, the language of arbitration is English, and the numbers of arbitrator is 3 (three) appointed in accordance with the applicable laws and regulations.”*

2. Claimant has attempted certain occasion, to settle the dispute amicably with Respondent through [negotiation / mediation], including by [explain Claimant's initial effort as an attempt to settle amicably] on [date, month, year], but the issue was not resolved.

B. Governing Law

The law applicable to the dispute is the Law of Seychelles, as agreed under Point 17.1 of Part 3 Orbi Trade Trading Rules, quoting:

“17.1. The agreement and/or other documents related thereafter shall be governed by and construed in accordance with the laws of Republic of Seychelles.”

C. Language of the Arbitration

The language of arbitration is English, as agreed under Point 17.3 of Part 3 Orbi Trade Trading rules, quoting:

*“17.3. In any case where the dispute cannot be settled amicably, the Client and the Company have agreed to finally settle their dispute through arbitration in the International Chamber of Commerce under the Rules of International Chamber of Commerce, the seat of arbitration is Wien, **the language of arbitration is English**, and the numbers of arbitrator is 3 (three) appointed in accordance with the applicable laws and regulations.”*

D. Seat of the Arbitration

The seat of arbitration is Wien, as agreed under Point 17.3 of Part 3 Orbi Trade Trading rules, quoting:

*“17.3. In any case where the dispute cannot be settled amicably, the Client and the Company have agreed to finally settle their dispute through arbitration in the International Chamber of Commerce under the Rules of International Chamber of Commerce, **the seat of arbitration is Wien**, the language of arbitration is English, and the numbers of arbitrator is 3 (three) appointed in accordance with the applicable laws and regulations.”*

E. Constitution of the Arbitral Tribunal

1. The numbers of arbitrator agreed on is 3 (three) arbitrators, as stated under Point 17.3 of Part 3 Orbi Trade Trading Rules, quoting:

*“17.3. In any case where the dispute cannot be settled amicably, the Client and the Company have agreed to finally settle their dispute through arbitration in the International Chamber of Commerce under the Rules of International Chamber of Commerce, the seat of arbitration is Wien, the language of arbitration is English, and **the numbers of arbitrator is 3 (three)** appointed in accordance with the applicable laws and regulations.”*

2. Subject to Article 12(4) of the ICC Arbitration Rules, when the Parties have agreed to settle their dispute by 3 (three) arbitrators, each party shall nominate one arbitrator. If the Party fails to nominate an arbitrator, the appointment will be made by the Court of Arbitration.
3. Therefore, pursuant to Point 17.3 of Part 3 Orbi Trade Trading Rules, Claimant nominates [name of arbitrator] of [specify the law firm or chambers] for confirmation as Claimant's Co-Arbitrator. To the best of Claimant's knowledge, [name of arbitrator] is an independent party in this arbitration. The [name of arbitrator] contact details are as follows:

[Name]

[Address]

Tel.: [phone number]

[email address]

V. CLAIMANT'S DAMAGES

1. Claimant requests the payment for compensation for damages. suffered by Claimant as a result of the breaches of the Orbi Trade Trading Rules and/or other relevant agreement, to be paid by the Respondent.
2. Claimant's total damages are currently estimated on [currency] [amount number] due to the breach of the Orbi Trade Trading Rules and/other relevant agreement caused by the Respondent with respect to Claimant's claim for money described above and [currency] [amount number] as legal representation costs Claimant has incurred due to the legal proceedings.
3. [description on Claimant's further damages]

VI. PAYMENT OF THE FILING FEE

Pursuant to Appendix III, Article 1(1) of the ICC Rules, Claimant is sending an advance payment of US\$ 5,000 together with the Request for Arbitration. Claimant acknowledges that this payment is non-refundable and shall be

credited to its portion of the advance on costs.

VII. REQUEST FOR RELIEF

1. For the above reasons, Claimant respectfully request that the Arbitral Tribunal decide and/or issue an award as follow:
 - i. Declaring that the Respondent breached its obligation under the Orbi Trade Trading Rules and/or other relevant agreement by [explanation of the conduct that resulted in breach].
 - ii. Ordering Respondent to pay for Claimant's damage as a result of Respondent's breach under the Orbi Trade Trading Rules, estimated in the amount of [currency] [amount number].
 - iii. Ordering Respondent to pay all arbitration costs, including but not limited to the cost of administration, arbitrators fee and expenses, experts and witnesses fee and expenses, legal representation fees and expenses, ICC' Secretariat' fee and expenses, and other cost related to the arbitration, that has previously been incurred by Claimant in connection with the present dispute.
2. For the avoidance of doubt, Claimant reserves its right to:
 - i. Raise any dan all further claims arising out of or in connection with the dispute described in this Request or arising between the Parties;
 - ii. Amend or supplement the relief sought therein; and/or
 - iii. Seek interim and provisional measures before the Arbitral tribunal.

Respectfully submitted by,

(Claimant's counsel signature)

Name of the Counsel