Оговорки о применимом праве и разрешении споров для швейцарско-сингапурских договоров

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

Договорам между швейцарскими и сингапурскими сторонами нужны применимое право, которое уважают суды обеих стран, и форум, способный предоставить защиту в отношении активов в обоих местах. И Швейцария, и Сингапур участвуют в Нью-Йоркской конвенции, поэтому арбитраж — самый надёжный путь к принудительному исполнению. В обеих странах есть арбитражные институты с опытом споров о цифровых активах.[1] Судебные разбирательства проще для небольших споров. Однако швейцарское судебное решение исполняется в Сингапуре только по общему праву (Reciprocal Enforcement of Foreign Judgments Act на Швейцарию не распространяется), а сингапурское решение исполняется в Швейцарии по ст. 25 и сл.

© 2026 Dr Alexander Ressos. General information only, not legal, tax or investment advice. No client relationship is created. All Singapore law advice is provided by a duly licensed and regulated firm of Singapore advocates and solicitors only on the basis of an express written letter of engagement. More information at SingaporeIQ.com and ressos.com.sg.

IPRG, что требует косвенной юрисдикции и отсутствия возражений, связанных с публичным порядком. Гаагская конвенция о соглашениях о выборе суда обязательна для Сингапура, а Швейцария её подписала, но не ратифицировала.

> **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.

© 2026 Dr Alexander Ressos. General information only, not legal, tax or investment advice. No client relationship is created. All Singapore law advice is provided by a duly licensed and regulated firm of Singapore advocates and solicitors only on the basis of an express written letter of engagement. More information at SingaporeIQ.com and ressos.com.sg.

> **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.
>
> **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.

Исключение для обеспечительных мер принципиально важно, когда речь идёт о токенах: формирование арбитража занимает месяцы, а токены перемещаются за минуты. И Швейцарский регламент, и Регламент SIAC предусматривают чрезвычайных арбитров. Сингапурские суды выносили приказы о замораживании в поддержку арбитража против неизвестных лиц.[2] Оговорка о раскрытии ключей эскроу-агенту нова и, насколько мне известно, не проверялась в швейцарском суде на стадии исполнения, но в мировых соглашениях её исполняли добровольно.

Примечания

1. Convention on the Recognition and Enforcement of Foreign Arbitral Awards от 10 июня 1958 г. (SR 0.277.12; Сингапур: International Arbitration Act 1994, Second Schedule); IPRG, ст. 176 и сл.; см. часть H, главу VIII и часть N, главу VI. ↩
2. SIAC Rules 2025, Schedule 1 (Emergency Arbitrator); Swiss Rules 2021, ст. 43; International Arbitration Act 1994, s. 12A; см. часть N, главу VI. ↩

© 2026 Dr Alexander Ressos. General information only, not legal, tax or investment advice. No client relationship is created. All Singapore law advice is provided by a duly licensed and regulated firm of Singapore advocates and solicitors only on the basis of an express written letter of engagement. More information at SingaporeIQ.com and ressos.com.sg.

Disclaimer

This article is provided for general information only. It is based on publicly available sources as at its date of publication. These sources have not been independently verified against licences, regulatory registers or the records of the entities concerned. It is not legal, tax, financial or investment advice. Nor is it a recommendation to invest in, transact with or use the services of any entity mentioned. Law and regulation change frequently, so the content may be incomplete or outdated. To the fullest extent permitted by law, Dr Alexander Ressos and the publisher of SingaporeIQ exclude all liability for loss or damage arising from the use of or reliance on this article. Readers should obtain advice on their specific circumstances before acting or refraining from action.

Names and trademarks of the entities discussed belong to their owners and are used for identification only. Their mention implies no endorsement, affiliation or allegation of wrongdoing. All Singapore law advice is provided by a duly licensed and regulated firm of Singapore advocates and solicitors only on the basis of an express written letter of engagement. Corrections and updates: contact@ressos.com.

© 2026 Dr Alexander Ressos. This article may be quoted with attribution to SingaporeIQ (SingaporeIQ.com). Reproduction in full and any commercial use require prior written consent. The Legal Terms at https://singaporeiq.com/legal-terms apply.

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