法律框架

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《1994年國際仲裁法》

《1994年國際仲裁法》（International Arbitration Act 1994，IAA）就以新加坡為仲裁地的國際仲裁實施《聯合國國際貿易法委員會國際商事仲裁示範法》，並就外地裁決的強制執行實施《紐約公約》。如一方當事人的營業地點位於新加坡以外，或仲裁地或履行地位於一方當事人營業地點所在國家以外，該仲裁即屬國際仲裁。當事人亦可協議爭議標的涉及多於一個國家。[1] 本地仲裁受《2001年仲裁法》（Arbitration Act 2001）規管。該法容許就法律問題提出上訴，代幣糾紛甚少選用。[2]

IAA有三項特點。其「仲裁庭」的定義明確涵蓋緊急仲裁員，因此緊急命令可根據第12(6)條作為法院命令強制執行。法院可根據第12A條批予協助仲裁的臨時濟助，包括協助以外地為仲裁地的仲裁。根據第22至23條，與仲裁有關的法院程序須保密。撤銷裁決的理由為《示範法》第34條所列的理由，另加第24條下的欺詐、貪污及違反自然公正，時限為三個月。新加坡法院甚少撤銷裁決，並對有關理由作狹義解釋。[3]

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可仲裁性

在新加坡，爭議均可仲裁，除非其標的屬立法機關有意保留予法院處理的類別，或公共政策另有要求。上訴法院的框架會審視爭議是否屬仲裁協議範圍之內，以及是否可仲裁，並以可仲裁為推定。[4] 私人當事人之間有關代幣的爭議可予仲裁。有三類爭議會引起困難。僅根據破產法例產生的申索，例如清盤人提出的撤銷申索，不可仲裁，因為這些申索是為全體債權人的利益而存在。消費者根據交易所條款提出的申索在新加坡可予仲裁，但《不公平合約條款法》可能會使不合理的條款無效，而外地的消費者保障法亦可能拒絕強制執行所作出的裁決。[5] 需要作出對第三方具約束力的裁定的申索，例如宣告某協議的治理投票無效，可在當事人之間仲裁，但裁決不會約束非當事人。

代幣文件中的仲裁協議

有效的仲裁協議必須採用書面形式，包括電子通訊及點擊接受（click-wrap）。[6] 新加坡法院曾應用納入條款的一般規則，強制執行以勾選方格方式接受的交易所條款中的仲裁條款。困難出現在以下情況：條款在開戶後被單方面更改；條款訂明的仲裁地與仲裁機構互不配合；或條款載於智能合約或治理提案之中，而其「當事人」並無界定。如條款只寫明「爭議須以鏈上仲裁解決」，而沒有指明仲裁地、規則或委任機構，便有可能因不確定而無法強制執行。

核對清單

瑞士與新加坡之間代幣協議的仲裁條款應列明：- 仲裁地（新加坡或某個瑞士城市），它決定監督法院及仲裁所適用的法律；- 仲裁機構及規則（《2025年SIAC規則》或《瑞士規則》），並以仲裁展開日期為準確定版本；- 仲裁員人數及語言；- 合約的管限法律，與仲裁地分開訂明；- 明確接受緊急仲裁員程序，以及接受任何司法管轄區法院命令的臨時濟助，以便在代幣所在地申請凍結令；- 是否適用SIAC精簡程序或快速程序，並因應以代

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幣計值的申索的波動性調整門檻；- 一項排除條款，容許任何一方在仲裁庭組成前向任何法院申請禁制性濟助；- 如合約對象為消費者，另訂一項符合消費者居住地強制性法律的消費者條款。

註釋

1. International Arbitration Act 1994，第3、5條及第3部，Singapore Statutes Online。 ↩
2. Arbitration Act 2001，第49條（就法律問題對裁決提出上訴），Singapore Statutes Online。 ↩
3. International Arbitration Act 1994，第2(1)條（「arbitral tribunal」的定義，包括緊急仲裁員）、第12(6)條、第12A條、第22至24條，Singapore Statutes Online。 ↩
4. Tomolugen Holdings Ltd v Silica Investors Ltd [2015] SGCA 57，關於擱置及可仲裁性的準則；Larsen Oil and Gas Pte Ltd v Petroprod Ltd [2011] SGCA 21，關於破產申索。 ↩
5. Unfair Contract Terms Act 1977，第3及11條及附表二，Singapore Statutes Online。 ↩
6. International Arbitration Act 1994，第2A條（仲裁協議的定義及形式，包括電子通訊），Singapore Statutes Online。 ↩

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