Jupitice Online
Administered Arbitration Rules 2021
Jupitice Administrator has adopted these Rules for use by parties who seek the benefits of an administered online arbitration, appointing authority & Jupitice Justice Platform. Jupitice Administrator has adopted mainly UNICTRAL Arbitration Rules 2013 read with Recommendations to assist Arbitral Institutions and other interested Bodies w.r.t. Arbitration under the UNCITRAL Arbitration Rules as a “Model” along with Model Procedural Rules for the APEC collaborative framework for ODR, UNCITRAL Technical Notes on Online Dispute Resolution to draft its own rules with need based modification to make the rules compatible with conducting the Arbitration proceedings online.

Application
These Rules may be adopted in a written agreement at any time before or after a dispute has arisen, and may be adopted for use in both domestic and international arbitrations commenced under a contract or treaty. Provisions regarding the scope of application of these Rules are set out in Article 1.

Effectiveness
These Rules have been adopted to take effect from 14th May 2021.

Suggested Clauses
1. The following model clause may be adopted by the parties to a contract who wish to refer any future disputes to arbitration in accordance with these Rules:

   “Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by online arbitration in accordance with the Jupitice Administered Online Arbitration Rules ("Rules") and the award made in pursuance to their shall be binding on the parties.

   Jupitice Administrator shall act as appointing authority and provide administrative services and Jupitice Justice Platform.

   The law of this arbitration clause shall be ...

   The seat of arbitration shall be ...

   The number of arbitrators shall be ... (one or three).

   The arbitration proceedings shall be conducted in ... (insert language).”
2. Parties to an existing dispute in which neither an arbitration clause nor a previous agreement with respect to arbitration exists, who wish to refer such dispute to arbitration under the JUPITICE Administered Online Arbitration Rules, may agree to do so in the following terms:

“We, the undersigned, agree to refer to online arbitration administered by Jupitice Administrator under the JUPITICE Administered Online Arbitration Rules any dispute, controversy, difference or claim (including any dispute regarding non-contractual obligations) arising out of or relating to:

(Brief description of contract under which disputes, controversies, differences or claims have arisen or may arise.)

The law of this arbitration agreement shall be …

The seat of arbitration shall be …

The number of arbitrators shall be … (one or three).

The arbitration proceedings shall be conducted in … (insert language).

Signed: ________________ (Claimant)

Signed: ________________ (Respondent)

Date: ___________________”
Contents

Section I. Introductory Rules
   Scope of Application (article 1) 5
   Definition & Interpretation of Rules (article 2) 6
   Communications (article 3) 9

Section II. Commencement of the Arbitration
   Notice of Arbitration (article 4) 10
   Response to the Notice of Arbitration (article 5) 11
   Effect of the Arbitration Agreement (article 6) 13
   Joinder of Additional Parties (article 7) 14
   Claims Between Multiple Parties (article 8) 14
   Multiple Contracts (article 9) 15
   Consolidation of Arbitrations (article 10) 15
   Representation and Assistance (article 11) 16

Section III. The Arbitral Tribunal
   General Provisions (article 12) 17
   Designating Appointing Authority (article 13) 17
   Number of Arbitrators (article 14) 18
   Appointment of Arbitrators (articles 15 to 17) 19
   Disclosures by and Challenge of Arbitrators (articles 18 to 19) 20
   Replacement of an Arbitrator (article 20) 21
   Repetition of Hearings in the Event of the Replacement of an Arbitrator (article 21) 22
   Exclusion of Liability (article 22) 22

Section IV. The Arbitral Proceedings
   General Provisions (article 23) 23
   Place of arbitration/ Applicable Rules of Law (article 24) 24
   Language (article 25) 24
   Statement of claim (article 26) 24
   Statement of defence (article 27) 25
   Amendments to the claim or defence (article 28) 26
   Terms of Reference (article 29) 26
   Case Management Conference and Procedural Timetable (article 30) 27
   Pleas as to the jurisdiction of the arbitral tribunal (article 31) 28
   Further written statements (article 32) 28
   Periods of Time (article 33) 29
   Interim Measures (article 34) 29
   Evidence (article 35) 30
   Hearings (article 36) 30
   Experts appointed by the Arbitral Tribunal (article 37) 31
Default (article 38) 32
Closure of hearings (article 39) 33

Section V. The Award 34
Time Limit for the Final Award (article 40) 34
Decisions (article 41) 34
Form and effect of the Award (article 42) 34
Applicable law, amiable Compositeur (article 43) 35
Sanctions (article 44) 35
Settlement or other Grounds for Termination (article 45) 36
Interpretation of the Award (article 46) 36
Correction of the Award (article 47) 36
Additional Award (article 48) 37
Definition of Costs (article 49) 37
Fees and Expenses of Arbitrators (article 50) 38
Allocation of Costs (article 51) 39
Deposit of Costs (article 52) 39

Section VI. Miscellaneous 41
Emergency Arbitrator (article 53) 41
Expedited Procedure (article 54) 42
Early Determination Procedure (article 55) 42
Modified Time Limits (article 56) 43
Waiver of Right to Object (article 57) 44
Confidentiality (article 58) 44
General Rule (article 59) 45

Schedule 1
Registration and Administrative Fees 46
Schedule 2
Arbitral Tribunal's Fees, Expenses, Terms and Conditions (Based on Hourly Rates) 49
Schedule 3
Arbitral Tribunal's Fees, Expenses, Terms and Conditions (Based on Sum in Dispute) 52
Schedule 4
Emergency Arbitrator Procedures
Schedule 5
Expedited Procedural Rules
Section I. Introductory Rules

Scope of Application

Article 1

1.1. Jupitice Administrator does not itself resolve disputes. It administers the resolution of disputes by arbitral tribunals, in accordance with the Jupitice Administered Online Arbitration Rules (the “Rules”) via Jupitice Justice Platform.

1.2. These Rules shall govern online arbitration proceedings relating to any disputes between them in respect of a defined legal relationship, whether contractual or not, where an arbitration clause or arbitration agreement (whether entered into before or after a dispute has arisen) either, (a) provides for these Rules to apply or (b) provides for arbitration “administered by Jupitice Administrator” subject to such modifications as the parties may agree in writing before or during the course of Arbitral proceedings, except that where any of these Rules is in conflict with a provision of the law applicable to the Arbitration proceedings from which the parties cannot derogate, that provision shall prevail.

1.3. By agreeing to arbitration in accordance with Article 1.2, the parties accept that Jupitice Administrator shall administer the arbitration proceedings and the arbitration proceeding shall be performed on Jupitice Justice Platform.

1.4. Nothing in these Rules shall prevent parties to a dispute or arbitration agreement from naming Jupitice Provider as appointing authority, or from requesting certain administrative services from Jupitice, without subjecting the arbitration to the provisions contained in these Rules. For the avoidance of doubt, these Rules shall not govern arbitrations where an arbitration agreement provides for arbitration under other rules, including other rules adopted by Jupitice from time to time.

1.5. These rules shall come into force on 14th May 2021 and shall apply to all the Arbitration falling within Article 1.1 in which the notice of Arbitration is submitted on or after that date.

1.6. All the aspects of the Arbitration proceedings shall be accomplished electronically via Jupitice Justice Platform.

1.7. Jupitice Administrator is assisted in its work by the “Jupitice Advisory Board” (the “JAB”), Case Manager, Administrative Staff etc.
Definition & Interpretation of Rules

Article 2

2.1 Jupitice Administrator shall have the power to interpret all provisions of these Rules. The arbitral tribunal shall interpret the Rules in so far as they relate to its powers and duties hereunder. In the event of any inconsistency between such interpretation and any interpretation by Jupitice Administrator, the arbitral tribunal's interpretation shall prevail.

2.2 Jupitice Administrator has no obligation to give reasons for any decision it makes in respect of any arbitration commenced under these Rules. Unless otherwise determined by Jupitice Administrator, all decisions made by Jupitice Administrator under these rules are final and, to the extent permitted by any applicable law, not subject to appeal.

2.3 ‘Arbitration’ means an Online Arbitration Mechanism for resolving disputes through the use of electronic communications, information & communication technology and other technologies via Jupitice Justice Platform.

2.4 “Online Arbitration Mechanism” means the conduct of End-to-End Online Arbitration Proceedings are performed via Jupitice Justice Platform that includes but not limited to from filing to conduct to award making.

2.5 ‘Jupitice Administrator’ is a technology-based intermediary (entity) that owns, operates and manages Jupitice Justice Platform to appoints, administers, coordinates and facilitate Online Arbitration proceedings between disputing parties and Arbitrators/Neutral under these Rules.

2.6 ‘Jupitice Justice Platform’ means a dedicated digital system for generating, sending, receiving, storing, exchanging or otherwise processing communications in a manner that ensures data security under these Rules, to handle Arbitration cases online and for the parties to conduct Arbitral activities.

2.7 "Claimant" means any party initiating online arbitration proceedings under these Rules and includes one or more Claimants.

2.8 "Respondent" means any party to whom notice is served under these Rules and includes one or more Respondents.

2.9 ‘Dispute’ means any civil & commercial dispute.

2.10 "Additional Party" include one or more additional parties and references to "party" or "parties" include Claimant, Respondent and/or an additional party.

2.11 "Arbitral Tribunal" include one or more arbitrators.

2.12 "Witness" includes one or more witnesses and references to "expert" include one or
more experts.

2.13 "Claim" or "counterclaim" include any claim or claims by any party against any other party.

2.14 "Defence" includes any defence or defences by any party to any claim or counterclaim submitted by any other party, including any defence for the purpose of a set-off or cross-claim.

2.15 “Arbitration Agreement” means an agreement in writing by the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them; an Arbitration Agreement may be in the form of an arbitration clause or in the form of a separate contract;

2.16 “Language” includes one or more languages.

2.17 "Award" means electronic award that includes, inter alia, an interim, interlocutory, partial or final award, save for any award made by an emergency arbitrator.

2.18 "Seat" of arbitration means the place of arbitration as defined in Article 20.1 of the UNCITRAL Model Law on International Commercial Arbitration that is a law that will be applicable to the Arbitration procedure.

2.19 ‘Communication’ means any communication (including a statement, declaration, demand, notice, response, submission, notification, request and any other action(s) relating to arbitration) made by means of information generated, sent, received or stored by electronic, magnetic, optical or similar means via Jupitice Justice Platform.

2.20 ‘Electronic Address’ means an information system, or portion thereof, designated by the parties to the online dispute resolution process to exchange communications related to that process.

2.21 “Signature” means an electronic signature.

2.22 “Panel” means the roster of Arbitrators maintained by Jupitice Administrator through its Global Online Market Place to ensure independence & impartiality.

2.23 “Jupitice Advisory Board” is an independent body within Jupitice Administrator which is comprised of qualified & experienced professionals from the field of legal, financial and technical that assists the Jupitice Administrator w.r.t. any matter that relates to Arbitral Tribunal which includes but not limited to decision on number of Arbitrators, appointment of Arbitrators, confirmations of Arbitrators, decision on the challenge of Arbitrators, replacement of Arbitrators, assistance in fixing the fees of Arbitrators, participation in the review mechanism on the costs & fees, advisory comments regarding deposits, approval of ADR professionals to be listed on the Panel maintained through
Online Market Place.

2.24 "International Commercial Arbitration" means an arbitration relating to disputes arising out of legal relationships, whether contractual or not, considered as commercial under the law in force in India and where at least one of the parties is;

I. An individual who is a national of, or habitually resident in any country other than India; or
II. A body corporate, which is incorporated in any country other than India; or
III. An association or a body of individuals or a partnership firm, whether incorporated or not, whose central management and control is exercised in any country other than India; or
IV. The Government of a foreign country.

2.25 These Rules include all Schedules attached thereto, as amended from time to time by Jupitice Administrator, in force on the date the Notice of Arbitration is submitted.

2.26 Jupitice Administrator may from time to time issue code of conduct, guidance notes etc. to supplement, regulate and implement these Rules for the purpose of facilitating the administration of arbitrations governed by these Rules.

2.27 English is the original language of these Rules. In the event of any discrepancy or inconsistency between the English version and the version in any other language, the English version shall prevail.

Communications

Article 3

3.1 All communications in the course of Arbitration proceedings shall be communicated to Jupitice Administrator via the Jupitice Justice Platform.

3.2 All the parties to dispute, Arbitral Tribunal and the Jupitice Justice Platform shall have a designated “Electronic Address”.

3.3 A communication shall be deemed to have been received when, following communication to Jupitice Administrator in accordance with paragraph 3.1, Jupitice Administrator notifies the parties and Arbitral Tribunal of its availability, in accordance with paragraph 3.4.

3.4 Jupitice Administrator shall promptly notify a party and/or the Arbitral Tribunal of the availability of any communication directed to that party and/or the Arbitral Tribunal at the Jupitice platform.
3.5 Jupitice Administrator shall promptly notify all parties and Arbitral Tribunal of the commencement and conclusion of Arbitration proceedings as the case may be.

Section II. Commencement of the Arbitration

Notice of Arbitration

Article 4

4.1 The party or parties initiating recourse to arbitration (hereinafter called the “claimant”) shall communicate the Notice of Arbitration to Jupitice Administrator subject to Article 3.

4.2 Jupitice Administrator shall promptly notify the respondent that the notice is available at the Jupitice platform.

4.3 Arbitration proceedings shall be deemed to commence when, following communication to Jupitice Administrator of the notice pursuant to paragraph 4.1, Jupitice Administrator notifies the parties of the availability of the notice of arbitration at the Jupitice platform.

4.4 The notice of arbitration shall include the following:

(a) A demand that the dispute be referred to arbitration;

(b) The names and contact details of the parties;

(c) Identification of the arbitration agreement that is invoked;

(d) Identification of any contract or other legal instrument out of or in relation to which the dispute arises or, in the absence of such contract or instrument, a brief description of the relevant relationship;

(e) Where claims are made under more than one Arbitration Agreement, an indication of the Arbitration Agreement under which each claim is made.

(f) A brief description of the claim and an indication of the amount involved, if any;

(g) The relief or remedy sought;

(h) A proposal as to the number of arbitrators, language and place of arbitration (the applicable rules of law), if the parties have not previously agreed thereon.

(i) The signature or other means of identification and authentication of the claimant and/or the claimant’s representative.

4.5 The notice of arbitration may also include:

(a) A Proposal for the designation of an appointing authority referred to in Article 13, paragraph 1;
(b) A proposal for the appointment of a sole arbitrator referred to in Article 15, paragraph 1;
(c) Notification of the appointment of an arbitrator referred to in Article 16 or 17.

4.6 The claimant may submit such other documents or information with the request as it considers appropriate or as may contribute to the efficient resolution of the dispute.

4.7 The Notice of Arbitration shall be accompanied by payment to Jupitice Administrator of the Registration Fee as required by Schedule 1.

4.8 The Notice of Arbitration may include the Statement of Claim.

4.9 If the Notice of Arbitration does not comply with these Rules or if the Registration Fee is not paid, Jupitice Administrator may request the Claimant to remedy the defect within an appropriate time limit. If the Claimant complies with such directions within the applicable time limit, the arbitration shall be deemed to have commenced under Article 4.3 on the date the initial version was received by Jupitice Administrator. If the Claimant fails to comply, the arbitration file shall be closed without prejudice to the Claimant's right to submit the same claim at a later date in a subsequent Notice of Arbitration.

4.10 Where an amendment is made to the Notice of Arbitration prior to the constitution of the arbitral tribunal, Jupitice Administrator has discretion to determine whether and to what extent such amendment affects other time limits under the Rules.

4.11 The constitution of the arbitral tribunal shall not be hindered by any controversy with respect to the sufficiency of the notice of arbitration, which shall be finally resolved by the arbitral tribunal.

Response to the Notice of Arbitration

Article 5

5.1 Within 30 days of being notified of the availability of the notice on the Jupitice Platform, the Respondent shall communicate an Answer to the Notice of Arbitration to Jupitice Administrator, which shall include:

a. The name and contact details of each respondent;

b. A response to the information set forth in the notice of arbitration, pursuant to article 4.4, paragraph (c), (d), (e), (f), (g) & (h).

5.2 The response to the notice of arbitration may also include:

a. Any plea that an arbitral tribunal to be constituted under these Rules lacks jurisdiction;

b. A Proposal for the designation of an appointing authority referred to in article 13, paragraph 1.
c. A proposal for the appointment of a sole arbitrator referred to in article 15, paragraph 1;

d. Notification of the appointment of an arbitrator referred to in article 16 or 17;

e. A notice of arbitration in accordance with article 4 in case the respondent formulates a claim against a party to the arbitration agreement other than the claimant.

f. The signature or other means of identification and authentication of the respondent and/or the respondent’s representative.

5.3 Jupitice Administrator may grant the respondent an extension of the time for submitting the Answer, provided the application for such an extension contains the respondent’s observations or proposals concerning the number of arbitrators and their choice and, where required by Articles 14, 15, 16 & 17, the nomination of an arbitrator. If the respondent fails to do so, Jupitice Administrator shall proceed in accordance with the Rules.

5.4 Any counterclaims made by the respondent shall be submitted with the Answer and shall provide:

a. a description of the nature and circumstances of the dispute giving rise to the counterclaims and of the basis upon which the counterclaims are made;

b. a statement of the relief sought together with the amounts of any quantified counterclaims and, to the extent possible, an estimate of the monetary value of any other counterclaims;

c. any relevant agreements and, in particular, the arbitration agreement(s); and

d. where counterclaims are made under more than one arbitration agreement, an indication of the arbitration agreement under which each counterclaim is made.

5.5 The respondent may submit such other documents or information with the counterclaims as it considers appropriate or as may contribute to the efficient resolution of the dispute.

5.6 The claimant shall submit a reply to any counterclaim within 30 days from the date of receipt of the counterclaims. Prior to the transmission of the file to the arbitral tribunal, Jupitice Administrator may grant the claimant an extension of time for submitting the reply.

5.7 The Notice of Arbitration shall be accompanied by payment to Jupitice Administrator of the Registration Fee as required by Schedule 1.

5.8 The Answer to the Notice of Arbitration may also include the Statement of Defence, if the Notice of Arbitration contained the Statement of Claim.
5.9 If the Registration Fee is not paid, Jupitice Administrator may request the Respondent to remedy the defect within an appropriate time limit. If the Respondent complies with such directions within the applicable time limit, the arbitration shall be deemed to have commenced under Article 4.3 on the date the initial version was received by Jupitice Administrator. If the Respondent fails to comply, the arbitration file shall be closed without prejudice to the Claimant's right to submit the same claim at a later date in a subsequent Notice of Arbitration.

5.10 The constitution of the arbitral tribunal shall not be hindered by any controversy with respect to the respondent’s failure to communicate a response to the notice of arbitration, or an incomplete or late response to the notice of arbitration, which shall be finally resolved by the arbitral tribunal.

Effect of the Arbitration Agreement

Article 6

6.1 Where the parties have agreed to submit to arbitration under the Rules, they shall be deemed to have submitted *ipso facto* to the Rules in effect on the date of commencement of the arbitration, unless they have agreed to submit to the Rules in effect on the date of their arbitration agreement.

6.2 By agreeing to arbitration under the Rules, the parties have accepted that the Jupitice shall administer the arbitration.

6.3 If any party against which a claim has been made does not submit an Answer, or if any party raises one or more pleas concerning the existence, validity or scope of the arbitration agreement or concerning whether all of the claims made in the arbitration may be determined together in a single arbitration, the arbitration shall proceed and any question of jurisdiction or of whether the claims may be determined together in that arbitration shall be decided directly by the arbitral tribunal.

6.4 If any of the parties refuses or fails to take part in the arbitration or any stage thereof, the arbitration shall proceed notwithstanding such refusal or failure.

6.5 Unless otherwise agreed, the arbitral tribunal shall not cease to have jurisdiction by reason of any allegation that the contract is non-existent or null and void, provided that the arbitral tribunal upholds the validity of the arbitration agreement. The arbitral tribunal shall continue to have jurisdiction to determine the parties’ respective rights and to decide their claims and pleas even though the contract itself may be non-existent or null and void.
Multiple Parties, Multiple Contracts and Consolidation (article 7 to article 10)

Joinder of Additional Parties

Article 7

7.1 A party wishing to join an additional party to the arbitration shall submit its request for arbitration against the additional party (the “Request for Joinder”) to Jupitice Administrator. The date on which the Request for Joinder is received by Jupitice Administrator shall, for all purposes, be deemed to be the date of the commencement of arbitration against the additional party. Any such joinder shall be subject to the provisions of Articles 6.3 and 9. No additional party may be joined after the confirmation or appointment of any arbitrator, unless all parties, including the additional party, otherwise agree. Jupitice Administrator may fix a time limit for the submission of a Request for Joinder.

7.2 The Request for Joinder shall contain the following information:

a. the case reference of the existing arbitration;

b. the name in full, description, address and other contact details of each of the parties, including the additional party; and

c. the information specified in Article 4.4, subparagraphs c), d), e), f), and g).

b. The party filing the Request for Joinder may submit therewith such other documents or information as it considers appropriate or as may contribute to the efficient resolution of the dispute.

7.3 The provisions of Articles 4.2, 4.7 & 4.9 shall apply, *mutatis mutandis*, to the Request for Joinder.

7.4 The additional party shall submit an Answer in accordance, *mutatis mutandis*, with the provisions of Articles 5.1–5.3. The additional party may make claims against any other party in accordance with the provisions of Article 8.

Claims Between Multiple Parties

Article 8

8.1 In arbitration with multiple parties, claims may be made by any party against any other party, subject to the provisions of Articles 6.3 and 9 and provided that no new claims may be made after the Terms of Reference are signed or approved by the Jupitice Administrator without the authorization of the arbitral tribunal pursuant to Article 29.4.

8.2 Any party making a claim pursuant to Article 8.1 shall provide the information specified in Article 4.4, subparagraphs d), e), f), and g).
8.3 Before Jupitice Administrator transmits the file to the arbitral tribunal via Jupitice Justice Platform in accordance with Article 16, the following provisions shall apply, mutatis mutandis, to any claim made: Article 4.4, except paragraph (h), Article 4.5 except paragraph (b) & (c); Article 5.1, except paragraph (a) and Article 5.3. Thereafter, the arbitral tribunal shall determine the procedure for making a claim.

**Multiple Contracts**

*Article 9*

Subject to the provisions of Articles 6.3 and 29.4, claims arising out of or in connection with more than one contract may be made in a single arbitration, irrespective of whether such claims are made under one or more than one arbitration agreement under the Rules.

**Consolidation of Arbitrations**

*Article 10*

Jupitice Administrator may, at the request of a party, consolidate two or more arbitrations pending under the Rules into a single arbitration, where:

a) the parties have agreed to consolidation; or 

b) all of the claims in the arbitrations are made under the same arbitration agreement or 

c) where the claims in the arbitrations are made under more than one arbitration agreement, the arbitrations are between the same parties, the disputes in the arbitrations arise in connection with the same legal relationship, and Jupitice Administrator finds the arbitration agreements to be compatible.

In deciding whether to consolidate, Jupitice Administrator may take into account any circumstances it considers to be relevant, including whether one or more arbitrators have been confirmed or appointed in more than one of the arbitrations and, if so, whether the same or different persons have been confirmed or appointed.

When arbitrations are consolidated, they shall be consolidated into the arbitration that commenced first, unless otherwise agreed by all parties.
Representation and Assistance

Article 11

Each party may be represented or assisted by persons chosen by it. The names and addresses of such persons must be communicated to Jupitice Administrator subject to Article 3 for notification to the other party or parties and to the Arbitral Tribunal. Such communication must specify whether the appointment is being made for purposes of representation or assistance. Where a person is to act as a representative of a party, the arbitral tribunal, on its own initiative or at the request of any party, may at any time require proof of authority granted to the representative in such a form as the arbitral tribunal may determine.

Section III. The Arbitral Tribunal

General Provisions

Article 12

12.1 Every arbitrator must be and remain impartial and independent of the parties involved in the arbitration.

12.2 Before appointment or confirmation, a prospective arbitrator shall sign a statement of acceptance, availability, impartiality and independence. The prospective arbitrator shall disclose in writing to Jupitice Administrator any facts or circumstances which might be of such a nature as to call into question the arbitrator’s independence in the eyes of the parties, as well as any circumstances that could give rise to reasonable doubts as to the arbitrator’s impartiality. Jupitice Administrator shall notify such information to the parties and fix a time limit for any comments from them.

12.3 An arbitrator shall immediately disclose in writing to Jupitice Administrator and to the parties any facts or circumstances of a similar nature to those referred to in Article 12.2 concerning the arbitrator’s impartiality or independence which may arise during the arbitration.

12.4 The decisions of Jupitice Administrator as to the appointment, confirmation, challenge or replacement of an arbitrator shall be final.

12.5 By accepting to serve, arbitrators undertake to carry out their responsibilities in accordance with the Rules.

12.6 Insofar as the parties have not provided otherwise, the arbitral tribunal shall be constituted in accordance with the provisions of Articles 14 - 17.

12.7 Jupitice Administrator shall transmit the file to the Arbitral Tribunal as soon as it has been
constituted, provided the advance on costs requested by the Jupitice Administrator at this stage has been paid.

**Designating Appointing Authority**

**Article 13**

13.1 Unless the parties have already agreed on the choice of an appointing authority at the time they conclude the Arbitration Agreement, a party may at any time during the arbitration proceedings propose the name or names of one or more institutions or persons, including Jupitice Administrator, one of whom would serve as appointing authority.

13.2 If all parties have not agreed on the choice of an appointing authority within 30 days after a proposal made in accordance with paragraph 1 has been received by all other parties, Jupitice Administrator shall be designated as the appointing authority by default.

13.3 In exercising their functions under these Rules, Jupitice Administrator as the appointing authority may require from any party and the arbitrators the information they deem necessary and they shall give the parties and, where appropriate, the arbitrators, an opportunity to present their views in any manner they consider appropriate. All such communications to and from Jupitice Administrator as appointing authority shall be provided by the sender to Jupitice Administrator subject to Article 3.

13.4 When Jupitice Administrator as appointing authority is requested to appoint an arbitrator pursuant to Articles 15 - 17, or Article 20, the party making the request shall send to the appointing authority copies of the notice of arbitration and, if it exists, any response to the notice of arbitration.

13.5 Jupitice Administrator as appointing authority in confirming or appointing arbitrators, shall consider the prospective arbitrator’s nationality, residence and other relationships with the countries of which the parties or the other arbitrators are nationals and the prospective arbitrator’s availability and ability to conduct the arbitration in accordance with the Rules.

13.6 The sole arbitrator or the president of the arbitral tribunal shall be of a nationality other than those of the parties. However, in suitable circumstances and provided that none of the parties objects within the time limit fixed by Jupitice Administrator, the sole arbitrator or the president of the arbitral tribunal may be chosen from a country of which any of the parties is a national.
Number of Arbitrators

Article 14

If the parties have not previously agreed on the number of arbitrators, and if within 30 days after the receipt by the respondent of the notice of arbitration the parties have not agreed upon the number of Arbitrators, Jupitice Administrator shall appoint a sole arbitrator, save where it appears to the Jupitice Administrator that the dispute is such as to warrant the appointment of three Arbitrators. In such case, the claimant shall nominate a Arbitrator within 15 days from the receipt of the notification of the decision of the Jupitice Administrator, and the respondent shall nominate an Arbitrator within a period of 15 days from the receipt of the notification of the nomination made by the claimant. If a party fails to nominate an arbitrator, the appointment shall be made by Jupitice Administrator at the request of a party.

Appointment of Arbitrators (articles 15 to 17)

Article 15 – Sole Arbitrator

15.1 If the parties have agreed that a sole arbitrator is to be appointed and if within 30 days after receipt by all other parties of a proposal for the appointment of a sole arbitrator the parties have not reached agreement thereon, a sole arbitrator shall, at the request of a party, be appointed by Jupitice Administrator as appointing authority.

15.2 Jupitice Administrator as appointing authority shall appoint the sole arbitrator as promptly as possible. In making the appointment, the appointing authority shall use the following list-procedure, unless the parties agree that the list-procedure should not be used or unless the appointing authority determines in its discretion that the use of the list-procedure is not appropriate for the case:

a. The appointing authority shall communicate to each of the parties an identical list containing at least three names;

b. Within 15 days after the receipt of this list, each party may return the list to the appointing authority after having deleted the name or names to which it objects and numbered the remaining names on the list in the order of its preference;

c. After the expiration of the above period of time the appointing authority shall appoint the sole arbitrator from among the names approved on the lists returned to it and in accordance with the order of preference indicated by the parties;

d. If for any reason the appointment cannot be made according to this procedure, the appointing authority may exercise its discretion in appointing the sole arbitrator.
**Article 16 – Three Arbitrators**

16.1 If three arbitrators are to be appointed, each party shall appoint one arbitrator subject to Article 14. The two arbitrators thus appointed shall choose the third arbitrator who will act as the presiding arbitrator of the arbitral tribunal.

16.2 If within 30 days after the receipt of a party’s notification of the appointment of an arbitrator the other party has not notified Jupitice Administrator of the arbitrator it has appointed, the first party may request Jupitice Administrator as appointing authority to appoint the second arbitrator.

16.3 If within 30 days after the appointment of the second arbitrator the two arbitrators have not agreed on the choice of the presiding arbitrator, the presiding arbitrator shall be appointed by Jupitice Administrator as appointing authority in the same way as a sole arbitrator would be appointed under article 8.

**Article 17 – Multiple Parties involved in Appointing Arbitrators**

17.1 For the purposes of article 10, paragraph 1, where three arbitrators are to be appointed and there are multiple parties as claimant or as respondent, unless the parties have agreed to another method of appointment of arbitrators, the multiple parties jointly, whether as claimant or as respondent, shall appoint an arbitrator.

17.2 If the parties have agreed that the arbitral tribunal is to be composed of a number of arbitrators other than one or three, the arbitrators shall be appointed according to the method agreed upon by the parties.

17.3 In the event of any failure to constitute the arbitral tribunal under these Rules, Jupitice Administrator as appointing authority shall, at the request of any party, constitute the arbitral tribunal and, in doing so, may revoke any appointment already made and appoint or reappoint each of the arbitrators and designate one of them as the presiding arbitrator.

**Disclosures by and challenge of Arbitrators**

**Article 18**

18.1 Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator’s impartiality or independence.

18.2 A party may challenge the arbitrator appointed by it only for reasons of which it becomes aware after the appointment has been made.

18.3 In the event that an arbitrator fails to act or in the event of the de jure or de facto
impossibility of his or her performing his or her functions, the procedure in respect of
the challenge of an arbitrator as provided in article 19 shall apply.

Article 19

19.1 A party that intends to challenge an arbitrator shall send notice of its challenge within 15
days after it has been notified of the appointment of the challenged arbitrator, or within
15 days after the circumstances mentioned in articles 17 and 18 became known to that
party.

19.2 The notice of challenge shall be communicated to Jupitice Administrator subject to
Article 3 for notification to all the parties, to the Arbitrator who is challenged and to the
other arbitrators. The notice of challenge shall state the reasons for the challenge.

19.3 When a party has challenged an arbitrator, all parties may agree to the challenge. The
arbitrator may also, after the challenge, withdraw from his or her office. In neither case
does this imply acceptance of the validity of the grounds for the challenge.

19.4 If, within 15 days from the date of the notice of challenge, all parties do not agree to the
challenge or the challenged arbitrator does not withdraw, the party making the challenge
may elect to pursue it. In that case, within 30 days from the date of the notice of
challenge, it shall seek a decision on the challenge by Jupitice Administrator as
appointing authority.

Replacement of an Arbitrator

Article 20

20.1 An arbitrator shall be replaced upon death, upon acceptance by the Jupitice of the
arbitrator’s resignation, upon acceptance by the Jupitice of a challenge, or upon
acceptance by the Jupitice Administrator of a request of all the parties.

20.2 An arbitrator shall also be replaced on the Jupitice Administrator’s own initiative when
it decides that the arbitrator is prevented de jure or de facto from fulfilling the arbitrator’s
functions, or that the arbitrator is not fulfilling those functions in accordance with the
Rules or within the prescribed time limits.

20.3 When, on the basis of information that has come to its attention, the Jupitice
Administrator considers applying Article 20.2, it shall decide on the matter after the
arbitrator concerned, the parties and any other members of the arbitral tribunal have had
an opportunity to comment in writing within a suitable period of time. Such comments
shall be communicated to the parties and to the arbitrators.
20.4 Subsequent to the closing of the proceedings, instead of replacing an arbitrator who has died or been removed by the Jupitice Administrator pursuant to Articles 20.1 or 20.2, the Jupitice Administrator may decide, when it considers it appropriate, that the remaining arbitrators shall continue the arbitration. In making such determination, the Jupitice Administrator shall take into account the views of the remaining arbitrators and of the parties and such other matters that it considers appropriate in the circumstances.

20.5 Subject to paragraph 6, in any event where an arbitrator has to be replaced during the course of the arbitral proceedings, a substitute arbitrator shall be appointed or chosen pursuant to the procedure provided for in articles 15 to 18 that was applicable to the appointment or choice of the arbitrator being replaced. This procedure shall apply even if during the process of appointing the arbitrator to be replaced, a party had failed to exercise its right to appoint or to participate in the appointment.

20.6 If, at the request of a party, the appointing authority determines that, in view of the exceptional circumstances of the case, it would be justified for a party to be deprived of its right to appoint a substitute arbitrator, Jupitice Administrator as appointing authority may, after giving an opportunity to the parties and the remaining arbitrators to express their views: (a) appoint the substitute arbitrator; or (b) after the closure of the hearings, authorize the other arbitrators to proceed with the arbitration and make any decision or award.

**Repetition of Hearings in the Event of the Replacement of an Arbitrator**

*Article 21*

If an arbitrator is replaced, the proceedings shall resume at the stage where the arbitrator who was replaced ceased to perform his or her functions, unless the arbitral tribunal decides otherwise.

**Exclusion of Liability**

*Article 22*

22.1 Save for intentional wrong doing, the arbitrators, any person appointed by the arbitral tribunal, the emergency arbitrator, Jupitice Administrator, Jupitice Advisory Board and its members, and its employees, shall not be liable to any person for any act or omission in connection with the arbitration, except to the extent such limitation of liability is prohibited by applicable law.

22.2 Save for intentional wrong doing, No party shall bring or prosecute any suit or
proceedings whatsoever against the Tribunal or any member thereof or the Jupitice Administrator, for or in respect of any matter or thing purporting to be done under these Rules.

22.3 After the award has been made and the possibilities of correction, interpretation and additional awards referred to in Articles 46 to 48 have lapsed or been exhausted, neither Jupitice Administrator nor the arbitral tribunal, any emergency arbitrator, tribunal-appointed expert or tribunal secretary shall be under an obligation to make statements to any person about any matter concerning the arbitration, nor shall a party seek to make any of these persons a witness in any legal or other proceedings arising out of the arbitration.

Section IV. The Arbitral Proceedings

General Provisions

Article 23

23.1 “Except as otherwise permitted by the arbitral tribunal, all communications addressed to the arbitral tribunal by a party shall be filed with Jupitice Administrator subject to Article 3 via Jupitice Justice Platform for notification to the arbitral tribunal and the other party or parties. All communications addressed from the arbitral tribunal to a party shall be filed with Jupitice Administrator subject to Article 3 via Jupitice Justice Platform for notification to the other party or parties.”

23.2 Subject to these Rules, the arbitral tribunal shall conduct the arbitration on Jupitice Justice Platform in such manner as he or she considered appropriate provided that they are not contrary to any agreement of the parties and the parties are treated with equality and that at an appropriate stage of the proceedings each party is given a reasonable opportunity of presenting its case. The arbitral tribunal, in exercising its discretion, shall conduct the proceedings so as to avoid unnecessary delay and expense and to provide a fair and efficient process for resolving the parties’ dispute.

23.3 As soon as practicable after its constitution and after inviting the parties to express their views, the arbitral tribunal shall establish the provisional timetable of the arbitration. The arbitral tribunal may, at any time, after inviting the parties to express their views, extend or abridge any period of time prescribed under these Rules or agreed by the parties.

23.4 If at an appropriate stage of the proceedings any party so requests, the arbitral tribunal shall hold hearings for the presentation of evidence by witnesses, including expert witnesses, or for oral argument. In the absence of such a request, the arbitral tribunal shall
decide whether to hold such hearings or whether the proceedings shall be conducted on
the basis of documents and other materials.

23.5 All communications to the Arbitral Tribunal by one party shall be communicated to
Jupitice Administrator subject to Article 3 for notification to all the parties. Such
communications shall be made at the same time, except as otherwise permitted by the
Arbitral Tribunal if it may do so under applicable Law.

23.6 The arbitral tribunal may, at the request of any party, allow one or more third persons to
be joined in the arbitration as a party provided such person is a party to the arbitration
agreement, unless the arbitral tribunal finds, after giving all parties, including the person
or persons to be joined, the opportunity to be heard, that joinder should not be permitted
because of prejudice to any of those parties. The arbitral tribunal may make a single award
or several awards in respect of all parties so involved in the arbitration.

23.7 Jupitice Administrator may adjust its Administrative Fee and the Arbitral Tribunal Fee
(where appropriate) after a request for joinder has been submitted.

Place of Arbitration/ Applicable Rules of Law

Article 24

24.1 The parties shall be free to agree upon the rules of law to be applied by the arbitral tribunal
to the merits of the dispute. In the absence of any such agreement, the arbitral tribunal shall
apply the rules of law which it determines to be appropriate.

24.2 The arbitral tribunal shall take account of the provisions of the contract, if any, between
the parties and of any relevant trade usages.

24.3 The award shall be deemed to have been made at the place of arbitration.

24.4 The arbitral tribunal shall meet all the parties on Jupitice Justice Platform for deliberations
including hearings unless otherwise agreed by the parties and the arbitral tribunal.

Language

Article 25

25.1 Subject to an agreement by the parties, the arbitral tribunal shall, promptly after its
appointment, determine the language or languages to be used in the proceedings. This
determination shall apply to the statement of claim, the statement of defence, and any
further written statements and, if oral hearings take place, to the language or languages
to be used in such hearings.

25.2 The arbitral tribunal may order that any documents annexed to the statement of claim or
statement of defence, and any supplementary documents or exhibits submitted in the course of the proceedings, delivered in their original language, shall be accompanied by a translation into the language or languages agreed upon by the parties or determined by the arbitral tribunal.

**Statement of Claim**

*Article 26*

26.1 The claimant shall communicate its statement of claim in writing to Jupitice Administrator subject to Article 3 for notification to the other party or parties and Arbitral Tribunal, within a period of time to be determined by the arbitral tribunal who will. The claimant may elect to treat its notice of arbitration referred to in Article 4 as a statement of claim, provided that the notice of arbitration also complies with the requirements of paragraphs 4.3 to 4.5 of this article.

26.2 The statement of claim shall include the following particulars:
   i. The names and contact details of the parties;
   ii. A statement of the facts supporting the claim;
   iii. The points at issue;
   iv. The relief or remedy sought;
   v. The legal grounds or arguments supporting the claim.

26.3 A copy of any contract or other legal instrument out of or in relation to which the dispute arises and of the arbitration agreement shall be annexed to the statement of claim.

26.4 The statement of claim should, as far as possible, be accompanied by all documents and other evidence relied upon by the claimant, or contains references to them.

**Statement of Defence**

*Article 27*

27.1 The respondent shall communicate its statement of defence in writing to Jupitice Administrator subject to Article 3 for notification to the other party or parties and Arbitral Tribunal, within a period of time to be determined by the arbitral tribunal. The respondent may elect to treat its response to the notice of arbitration referred to in Article 5 as a statement of defence, provided that the response to the notice of arbitration also complies with the requirements of Article 5.2 of this article.

27.2 The statement of defence shall reply to the particulars (ii) to (v) of the statement of claim (Article 26, sub-article 26.2). The statement of defence should, as far as possible, be
accompanied by all documents and other evidence relied upon by the respondent, or contain references to them.

27.3 In its statement of defence, or at a later stage in the arbitral proceedings if the arbitral tribunal decides that the delay was justified under the circumstances, the respondent may make a counterclaim or rely on a claim for the purpose of a set-off provided that the arbitral tribunal has jurisdiction over it.

27.4 The provisions of article 26, sub-article 26.2 to 26.4, shall apply to a counterclaim, a claim under article 5, sub-article 5.2 (e), and a claim relied on for the purpose of a set-off.

Amendments to the Claim or Defence

Article 28

28.1 During the course of the arbitral proceedings, a party may amend or supplement its claim or defence, including a counterclaim or a claim for the purpose of a set-off, unless the arbitral tribunal considers it inappropriate to allow such amendment or supplement having regard to the delay in making it or prejudice to other parties or any other circumstances. However, a claim or defence, including a counterclaim or a claim for the purpose of a set-off, may not be amended or supplemented in such a manner that the amended or supplemented claim or defence falls outside the jurisdiction of the arbitral tribunal.

28.2 Jupitice Administrator may adjust its Administrative Fees and the arbitral tribunal’s fees (where appropriate) if a party amends its claim or defence.

Terms of Reference

Article 29

29.1 As soon as it has received the file from the Secretariat, the arbitral tribunal shall draw up, on the basis of documents or in the presence of the parties and in the light of their most recent submissions, a document defining its Terms of Reference. This document shall include the following particulars:

a) the names in full, description, address and other contact details of each of the parties and of any person(s) representing a party in the arbitration;

b) the addresses to which notifications and communications arising in the course of the arbitration may be made;

c) a summary of the parties’ respective claims and of the relief sought by each party, together with the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims;
d) unless the arbitral tribunal considers it inappropriate, a list of issues to be determined;

e) the names in full, address and other contact details of each of the arbitrators;

the place of the arbitration; and

f) particulars of the applicable procedural rules and, if such is the case, reference to the power conferred upon the arbitral tribunal to act as amiable compositeur or to decide ex aequo et bono.

g) The Terms of Reference shall be signed by the parties and the arbitral tribunal. Within 30 days of the date on which the file has been transmitted to it, the arbitral tribunal shall transmit to the Jupitice Administrator the Terms of Reference signed by it via Jupitice Justice Platform for acceptance by the parties. The Jupitice may extend this time limit pursuant to a reasoned request from the arbitral tribunal or on its own initiative if it decides it is necessary to do so.

h) If any of the parties refuses to take part in the drawing up of the Terms of Reference or to sign the same, they shall be submitted to Jupitice Administrator for approval. When the Terms of Reference have been signed in accordance with Article 29.2 or approved by Jupitice Administrator, the arbitration shall proceed.

i) After the Terms of Reference have been signed or approved by the Jupitice Administrator, no party shall make new claims which fall outside the limits of the Terms of Reference unless it has been authorized to do so by the arbitral tribunal, which shall consider the nature of such new claims, the stage of the arbitration and other relevant circumstances.

Case Management Conference and Procedural Time table

Article 30

30.1 When drawing up the Terms of Reference or as soon as possible thereafter, the arbitral tribunal shall convene a case management conference to consult the parties on procedural measures that may be adopted pursuant to Article 23.2. Such measures may include one or more of the case management techniques described in Appendix IV.

30.2 During or following such conference, the arbitral tribunal shall establish the procedural timetable that it intends to follow for the conduct of the arbitration. The procedural timetable and any modifications thereto shall be communicated to the Jupitice Administrator and the parties.

30.3 To ensure continued effective case management, the arbitral tribunal, after consulting the parties by means of a further case management conference or otherwise, may adopt
further procedural measures or modify the procedural timetable.

30.4 Case management conferences may be conducted via Jupitice Justice Platform. The arbitral tribunal may request the parties to submit case management proposals in advance of a case management conference and may request the attendance at any case management conference of the parties in person or through an internal representative.

**Pleas as to the Jurisdiction of the Arbitral Tribunal**

*Article 31*

31.1 The arbitral tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement. For that purpose, an arbitration clause that forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitral tribunal that the contract is null shall not entail automatically the invalidity of the arbitration clause.

31.2 A plea that the arbitral tribunal does not have jurisdiction shall be raised no later than in the statement of defence or, with respect to a counterclaim or a claim for the purpose of a set-off, in the reply to the counterclaim or to the claim for the purpose of a set-off. A party is not precluded from raising such a plea by the fact that it has appointed, or participated in the appointment of, an arbitrator. A plea that the arbitral tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings. The arbitral tribunal may, in either case, admit a later plea if it considers the delay justified.

31.3 The arbitral tribunal may rule on a plea referred to in paragraph 2 either as a preliminary question or in an award on the merits. The arbitral tribunal may continue the arbitral proceedings and make an award, notwithstanding any pending challenge to its jurisdiction before a court.

**Further Written Statements**

*Article 32*

The arbitral tribunal shall decide which further written statements, in addition to the statement of claim and the statement of defence, shall be required from the parties or may be presented by them and shall fix the periods of time for communicating such statements.

**Periods of Time**

*Article 33*

The periods of time fixed by the arbitral tribunal for the communication of written statements
(including the statement of claim and statement of defence) should not exceed 45 days. However, the arbitral tribunal may extend the time limits if it concludes that an extension is justified.

**Interim Measures**

*Article 34*

34.1 The arbitral tribunal may, at the request of a party, grant interim measures.

34.2 An interim measure is any temporary measure by which, at any time prior to the issuance of the award by which the dispute is finally decided, the arbitral tribunal orders a party, for example and without limitation, to:

a. Maintain or restore the status quo pending determination of the dispute;

b. Take action that would prevent, or refrain from taking action that is likely to cause,
   (i) current or imminent harm or
   (ii) prejudice to the arbitral process itself;

c. Provide a means of preserving assets out of which a subsequent award may be satisfied; or

d. Preserve evidence that may be relevant and material to the resolution of the dispute.

34.3 The party requesting an interim measure under paragraphs 2 (a) to (c) shall satisfy the arbitral tribunal that:

a. Harm not adequately reparable by an award of damages is likely to result if the measure is not ordered, and such harm substantially outweighs the harm that is likely to result to the party against whom the measure is directed if the measure is granted; and

b. There is a reasonable possibility that the requesting party will succeed on the merits of the claim. The determination on this possibility shall not affect the discretion of the arbitral tribunal in making any subsequent determination.

34.4 With regard to a request for an interim measure under paragraph 2 (d), the requirements in paragraphs 3 (a) and (b) shall apply only to the extent the arbitral tribunal considers appropriate.

34.5 The arbitral tribunal may modify, suspend or terminate an interim measure it has granted, upon application of any party or, in exceptional circumstances and upon prior notice to the parties, on the arbitral tribunal’s own initiative.

34.6 The arbitral tribunal may require the party requesting an interim measure to provide appropriate security in connection with the measure.

34.7 The arbitral tribunal may require any party promptly to disclose any material change in the
circumstances on the basis of which the interim measure was requested or granted.

34.8 The party requesting an interim measure may be liable for any costs and damages caused by the measure to any party if the arbitral tribunal later determines that, in the circumstances then prevailing, the measure should not have been granted. The arbitral tribunal may award such costs and damages at any point during the proceedings.

34.9 A request for interim measures addressed by any party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement.

Evidence

Article 35

35.1 Each party shall have the burden of proving the facts relied on to support its claim or defence.

35.2 Witnesses, including expert witnesses, who are presented by the parties to testify to the arbitral tribunal on any issue of fact or expertise may be any individual, notwithstanding that the individual is a party to the arbitration or in any way related to a party. Unless otherwise directed by the arbitral tribunal, statements by witnesses, including expert witnesses, may be presented in writing and signed by them.

35.3 At any time during the arbitral proceedings the arbitral tribunal may require the parties to produce documents, exhibits or other evidence within such a period of time as the arbitral tribunal shall determine.

35.4 The arbitral tribunal shall determine the admissibility, relevance, materiality and weight of the evidence offered.

Hearings

Article 36

36.1 In the event of an oral hearing, the arbitral tribunal shall give the parties adequate advance notice of the date, time and place thereof.

36.2 Witnesses, including expert witnesses, may be heard under the conditions and examined in the manner set by the arbitral tribunal.

36.3 Hearings shall be held on Jupitice Justice Platform unless the parties agree otherwise. The arbitral tribunal may require the retirement of any witness or witnesses, including expert witnesses, during the testimony of such other witnesses, except that a witness, including an expert witness, who is a party to the arbitration, shall not, in principle, be asked to retire.

36.4 The witnesses, including expert witnesses, shall be examined on Jupitice Justice Platform.
36.5 If any of the parties, although duly summoned, fails to appear without valid excuse, the arbitral tribunal shall have the power to proceed with the hearing.

36.6 The arbitral tribunal shall be in full charge of the hearings, at which all the parties shall be entitled to be present. Save with the approval of the arbitral tribunal and the parties, persons not involved in the proceedings shall not be admitted.

36.7 The parties may appear in person or through duly authorized representatives. In addition, advisers may assist them.

Experts Appointed by the Arbitral Tribunal

Article 37

37.1 After consultation with the parties, the arbitral tribunal may appoint one or more independent experts to report to it, in writing, on specific issues to be determined by the arbitral tribunal. A copy of the expert’s terms of reference, established by the arbitral tribunal, shall be communicated to Jupitice Administrator subject to Article 3 for notification to the other party or parties.

37.2 The expert shall, in principle before accepting appointment, submit to the arbitral tribunal and to the parties a description of his or her qualifications and a statement of his or her impartiality and independence. Within the time ordered by the arbitral tribunal, the parties shall inform the arbitral tribunal whether they have any objections as to the expert’s qualifications, impartiality or independence. The arbitral tribunal shall decide promptly whether to accept any such objections. After an expert’s appointment, a party may object to the expert’s qualifications, impartiality or independence only if the objection is for reasons of which the party becomes aware after the appointment has been made. The arbitral tribunal shall decide promptly what, if any, action to take.

37.3 The parties shall give the expert any relevant information or produce for his or her inspection any relevant documents or goods that he or she may require of them. Any dispute between a party and such expert as to the relevance of the required information or production shall be referred to Jupitice Administrator subject to Article 3 for notification to the Arbitral Tribunal for decision.

37.4 Upon receipt of the expert’s report, the arbitral tribunal shall communicate a copy of the report to Jupitice Administrator subject to Article 3 for notification to the party or parties, which shall be given the opportunity to express, in writing, their opinion on the report. A party shall be entitled to examine any document on which the expert has relied in his or her report.
37.5 At the request of any party, the expert, after delivery of the report, may be heard at a hearing where the parties shall have the opportunity to be present and to interrogate the expert. At this hearing, any party may present expert witnesses in order to testify on the points at issue. The provisions of article 37 shall be applicable to such proceedings.

**Default**

*Article 38*

38.1 If, within the period of time fixed by these Rules or the arbitral tribunal, without showing sufficient cause:

(a) The claimant has failed to communicate its statement of claim, the arbitral tribunal shall issue an order for the termination of the arbitral proceedings, unless there are remaining matters that may need to be decided and the arbitral tribunal considers it appropriate to do so;

(b) The respondent has failed to communicate its response to the notice of arbitration or its statement of defence, the arbitral tribunal shall order that the proceedings continue, without treating such failure in itself as an admission of the claimant’s allegations; the provisions of this subparagraph also apply to a claimant’s failure to submit a defence to a counterclaim or to a claim for the purpose of a set-off.

38.2 If a party, duly notified under these Rules, fails to appear at a hearing, without showing sufficient cause for such failure, the arbitral tribunal may proceed with the arbitration.

38.3 If a party, duly invited by the arbitral tribunal to produce documents, exhibits or other evidence, fails to do so within the established period of time, without showing sufficient cause for such failure, the arbitral tribunal may make the award on the evidence before it.

**Closure of Hearings**

*Article 39*

39.1 The arbitral tribunal may inquire of the parties if they have any further proof to offer or witnesses to be heard or submissions to make and, if there are none, it may declare the hearings closed.

39.2 After the proceedings are closed, no further submissions or arguments may be made or evidence produced, w.r.t. the matters to be decided in the Award unless requested or authorized by the Arbitral Tribunal.
39.3 The arbitral tribunal may, if it considers it necessary owing to exceptional circumstances, decide, on its own initiative or upon application of a party, to reopen the hearings at any time before the award is made.
Section V. The Award

Time Limit for the Final Award

Article 40

40.1 The time limit within which the arbitral tribunal must render its final award is six months. Such time limit shall start to run from the date of the last signature by the arbitral tribunal or by the parties of the Terms of Reference or, in the case of application of Article 29.3, the date of the notification to the arbitral tribunal by Jupitice Administrator of the approval of the Terms of Reference. Jupitice Administrator may fix a different time limit based upon the procedural timetable established pursuant to Article 30.2.

40.2 The Jupitice Administrator may extend the time limit pursuant to a reasoned request from the arbitral tribunal or on its own initiative if it decides it is necessary to do so.

Decisions

Article 41

41.1 When there is more than one arbitrator, any award or other decision of the arbitral tribunal shall be made by a majority of the arbitrators.

41.2 In the case of questions of procedure, when there is no majority or when the arbitral tribunal so authorizes, the presiding arbitrator may decide alone, subject to revision, if any, by the arbitral tribunal.

Form and Effect of the Award

Article 42

42.1 The arbitral tribunal may make separate awards on different issues at different times.

42.2 All awards shall be made in writing and shall be final and binding on the parties. The parties shall carry out all awards without delay.

42.3 By submitting the dispute to arbitration under the Rules, the parties undertake to carry out any award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made.

42.4 The arbitral tribunal shall state the reasons upon which the award is based, unless the parties have agreed that no reasons are to be given.

42.5 An award shall be signed by the arbitrators and it shall contain the date on which the award was made and indicate the place of arbitration. Where there is more than one arbitrator and any of them fails to sign, the award shall state the reason for the absence of the signature.
42.6 The requirement in paragraph 2 & 4 for:

(a) The award to be in writing shall be met where the information contained in the award is accessible so as to be usable for subsequent reference; and

(b) The award to be signed shall be met where data is used to identify the neutral and to indicate his or her approval of the information contained in the award.

42.7 The arbitral tribunal shall be recorded on the Jupitice Justice Platform or shall communicate to Jupitice Administrator subject to Article 3 for notification to the parties and, subject to any lien, communicate it to the parties.

42.8 An award may be made public with the consent of all parties or where and to the extent disclosure is required of a party by legal duty, to protect or pursue a legal right or in relation to legal proceedings before a court or other competent authority.

42.9 The award shall be deemed to be made at the place of the arbitration and on the date stated therein.

Amiable Compositeur

Article 43

43.1 The arbitral tribunal shall decide as amiable compositeur or ex aequo et bono only if the parties have expressly authorized the arbitral tribunal to do so.

43.2 In all cases, the arbitral tribunal shall decide in accordance with the terms of the contract, if any, and shall take into account any usage of trade applicable to the transaction.

Sanctions

Article 44

The Tribunal may order appropriate sanctions for failure of a party to comply with its obligations under any of these Rules or with an order of the Tribunal. These sanctions may include, but are not limited to, assessment of Arbitration Fees and Arbitrator compensation and expenses; assessment of any other costs occasioned by the actionable conduct, including reasonable attorneys’ fees; exclusion of certain evidence; drawing adverse inferences; or, in extreme cases, determining an issue or issues submitted to Arbitration adversely to the party that has failed to comply.
Settlement or other Grounds for Termination

Article 45

45.1 If, before the award is made, the parties agree on a settlement of the dispute, the arbitral tribunal shall either issue an order for the termination of the arbitral proceedings or, if requested by the parties and accepted by the arbitral tribunal, record the settlement in the form of an arbitral award on agreed terms. The arbitral tribunal is not obliged to give reasons for such an award.

45.2 If, before the award is made, the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in paragraph 1, the arbitral tribunal shall inform the parties of its intention to issue an order for the termination of the proceedings. The arbitral tribunal shall have the power to issue such an order unless there are remaining matters that may need to be decided and the arbitral tribunal considers it appropriate to do so.

45.3 Copies of the order for termination of the arbitral proceedings or of the arbitral award on agreed terms, signed by the arbitrators, shall be communicated by the arbitral tribunal to Jupitice Administrator subject to Article 3 for notification to the parties. Where an arbitral award on agreed terms is made, the provisions of articles 42.2, 42.5 & 42.8, shall apply.

Interpretation of the Award

Article 46

46.1 Within 30 days after the receipt of the award, a party, with notice to the other parties, may request that the arbitral tribunal give an interpretation of the award.

46.2 The interpretation shall be given in writing within 45 days after the receipt of the request. The interpretation shall form part of the award and the provisions of article 42.2, 42.4, 42.5, 42.6, 42.7 & 42.8, shall apply.

Correction of the Award

Article 47

47.1 Within 30 days after the receipt of the award, a party shall file its notice with Jupitice Administrator subject to Article 3 for notification to the other party or parties and the Arbitral Tribunal, to request the arbitral tribunal to correct in the award any error in computation, any clerical or typographical error, or any error or omission of a similar nature. If the arbitral tribunal considers that the request is justified, it shall make the correction within 45 days of receipt of the request.
The arbitral tribunal may within 30 days after the communication of the award make such corrections on its own initiative.

Such corrections shall be in writing and shall form part of the award. The provisions of article 42.2, 42.4, 42.5, 42.6, 42.7 & 42.8, shall apply.

### Additional Award

#### Article 48

48.1 Within 30 days after the receipt of the termination order or the award, a party, shall file a notice with Justice Administrator subject to Article 3 for notification to the other party or parties and the Arbitral Tribunal, to request the arbitral tribunal to make an award or an additional award as to claims presented in the arbitral proceedings but not decided by the arbitral tribunal.

48.2 If the arbitral tribunal considers the request for an award or additional award to be justified, it shall render or complete its award within 60 days after the receipt of the request. The arbitral tribunal may extend, if necessary, the period of time within which it shall make the award.

48.3 When such an award or additional award is made, the provisions of article article 42.2, 42.4, 42.5, 42.6, 42.7 & 42.8, shall apply.

### Definition of Costs

#### Article 49

49.1 The arbitral tribunal shall fix the costs of arbitration in the final award and, if it deems appropriate, in another decision.

49.2 The term “costs” includes only:

a. The fees of the arbitral tribunal to be stated separately as to each arbitrator and to be fixed by the tribunal itself in accordance with article 40;

b. The reasonable travel and other expenses incurred by the arbitrators;

c. The reasonable costs of expert advice and of other assistance required by the arbitral tribunal;

d. The reasonable travel and other expenses of witnesses to the extent such expenses are approved by the arbitral tribunal;

e. The legal and other costs incurred by the parties in relation to the arbitration to the extent that the arbitral tribunal determines that the amount of such costs is reasonable;
f. the Registration Fee, Administrative Fees & Appointing Authority Services payable to Jupitice Administrator in accordance with Schedule 1, and any expenses payable to Jupitice Administrator.

49.3 In relation to interpretation, correction or completion of any award under articles 46 to 48, the arbitral tribunal may charge the costs referred to in paragraphs 2 (b) to (f), but no additional fees.

Fees and Expenses of Arbitrators

Article 50

50.1 The fees and expenses of the arbitral tribunal shall be determined according to either:

a. an hourly rate in accordance with Schedule 2; or

b. the schedule of fees based on the sum in dispute in accordance with Schedule 3.

The parties shall agree the method for determining the fees and expenses of the arbitral tribunal, and shall inform Jupitice Administrator of the applicable method within 30 days of the date on which the Respondent receives the Notice of Arbitration. If the parties fail to agree on the applicable method, the arbitral tribunal's fees and expenses shall be determined in accordance with Schedule 2.

50.2 Where the fees of the arbitral tribunal are to be determined in accordance with Schedule 2,

a. the applicable rate for each co-arbitrator shall be the rate agreed between that co-arbitrator and the designating party;

b. the applicable rate for a sole or presiding arbitrator designated by the parties or the co-arbitrators, as applicable, shall be the rate agreed between that arbitrator and the parties, subject to paragraphs 9.3 to 9.5 of Schedule 2. Where the rate of an arbitrator is not agreed in accordance with Article 50.2(a) or (b), or where Jupitice Administrator appoints an arbitrator, Jupitice Administrator shall determine the rate of that arbitrator.

50.3 Where the fees of the arbitral tribunal are determined in accordance with Schedule 3, Jupitice Administrator shall fix the fees in accordance with that Schedule and the following rules:

a. the fees of the arbitral tribunal shall be reasonable in amount, taking into account the amount in dispute, the complexity of the subject-matter, the time spent by the arbitral tribunal and any other circumstances of the case, including, but not limited to, the discontinuation of the arbitration in case of settlement or for any other reason;
b. where a case is referred to three arbitrators, Jupitice Administrator, at its discretion, shall have the right to increase the total fees up to a maximum which shall normally not exceed three times the fees of a sole arbitrator;

c. the arbitral tribunal's fees may exceed the amounts calculated in accordance with Schedule 3 where, in the opinion of Jupitice Administrator, there are exceptional circumstances, which include, but are not limited to, the parties conducting the arbitration in a manner not reasonably contemplated at the time when the arbitral tribunal was constituted.

Allocation of Costs

Article 51

51.1 The costs of the arbitration shall in principle be borne by the unsuccessful party or parties. However, the arbitral tribunal may apportion each of such costs between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case.

51.2 The arbitral tribunal shall in the final award or, if it deems appropriate, in any other award, determine any amount that a party may have to pay to another party as a result of the decision on allocation of costs.

Deposit of Costs

Article 52

52.1 The arbitral tribunal, on its establishment, may request the parties to deposit an equal amount as an advance for the costs referred to in article 49, paragraphs 2 (a) to (c).

52.2 During the course of the arbitral proceedings the arbitral tribunal may request supplementary deposits from the parties.

52.3 If Jupitice Administrator as appointing authority has been agreed upon or designated, and when a party so requests and Jupitice Administrator as appointing authority consents to perform the function, the arbitral tribunal shall fix the amounts of any deposits or supplementary deposits only after consultation with the Jupitice Provider as appointing authority, which may make any comments to the arbitral tribunal that it deems appropriate concerning the amount of such deposits and supplementary deposits.

52.4 If the required deposits are not paid in full within 30 days after the receipt of the request, the arbitral tribunal shall so inform the parties in order that one or more of them may make
the required payment. If such payment is not made, the arbitral tribunal may order the suspension or termination of the arbitral proceedings.

52.5 After a termination order or final award has been made, the arbitral tribunal shall render an accounting to the parties of the deposits received and return any unexpended balance to the parties.

Section VI. Miscellaneous

Emergency Arbitrator

Article 53

53.1 A party that needs urgent interim or conservatory measures that cannot await the constitution of an arbitral tribunal (“Emergency Measures”) may make an application for such measures pursuant to the Emergency Arbitrator Rules in Appendix V. Any such application shall be accepted only if it is received by Jupitice Administrator prior to the transmission of the file to the arbitral tribunal pursuant to Article 12.7 and irrespective of whether the party making the application has already submitted its Request for Arbitration.

53.2 The emergency arbitrator’s decision shall take the form of an order. The parties undertake to comply with any order made by the emergency arbitrator.

53.3 The emergency arbitrator’s order shall not bind the arbitral tribunal with respect to any question, issue or dispute determined in the order. The arbitral tribunal may modify, terminate or annul the order or any modification thereto made by the emergency arbitrator.

53.4 The arbitral tribunal shall decide upon any party’s requests or claims related to the emergency arbitrator proceedings, including the reallocation of the costs of such proceedings and any claims arising out of or in connection with the compliance or non-compliance with the order.

53.5 Articles 53.1–53.4 and the Emergency Arbitrator Rules set forth in Appendix V (collectively the “Emergency Arbitrator Provisions”) shall apply only to parties that are either signatories of the arbitration agreement under the Rules that is relied upon for the application or successors to such signatories.

53.6 The Emergency Arbitrator Provisions shall not apply if:

a) the parties have agreed to opt out of the Emergency Arbitrator Provisions; or
b) the parties have agreed to another pre-arbitral procedure that provides for the
granting of conservatory, interim or similar measures.

53.7 The Emergency Arbitrator Provisions are not intended to prevent any party from seeking urgent interim or conservatory measures from a competent judicial authority at any time prior to making an application for such measures, and in appropriate circumstances even thereafter, pursuant to the Rules. Any application for such measures from a competent judicial authority shall not be deemed to be an infringement or a waiver of the arbitration agreement. Any such application and any measures taken by the judicial authority must be notified without delay to Jupitice Administrator.

**Expedited Procedure**

**Article 54**

54.1 By agreeing to arbitration under the Rules, the parties agree that this Article 54 and the Expedited Procedure Rules set forth in Appendix VI (collectively the “Expedited Procedure Provisions”) shall take precedence over any contrary terms of the arbitration agreement.

54.2 The Expedited Procedure Rules set forth in Appendix VI shall apply if:

a. the amount in dispute does not exceed the limit set out in Article 1(2) of Appendix VI at the time of the communication referred to in Article 1(3) of that Appendix; or

b. the parties so agree.

54.3 The Expedited Procedure Provisions shall not apply if:

a. the arbitration agreement under the Rules was concluded before the date on which the Expedited Procedure Provisions came into force;

b. the parties have agreed to opt out of the Expedited Procedure Provisions; or

c. the Jupitice, upon the request of a party before the constitution of the arbitral tribunal or on its own motion, determines that it is inappropriate in the circumstances to apply the Expedited Procedure Provisions.

**Early Determination Procedure**

**Article 55**

55.1 The arbitral tribunal shall have the power, at the request of any party and after consulting with all other parties, to decide one or more points of law or fact by way of early
determination procedure, on the basis that:

a. such points of law or fact are manifestly without merit; or
b. such points of law or fact are manifestly outside the arbitral tribunal’s jurisdiction; or
c. even if such points of law or fact are submitted by another party and are assumed to be correct, no award could be rendered in favour of that party.

55.2 Any party making a request for early determination procedure shall communicate the request to the arbitral tribunal, Jupitice Administrator and all other parties.

55.3 Any request for early determination procedure shall be made as promptly as possible after the relevant points of law or fact are submitted, unless the arbitral tribunal directs otherwise.

55.4 The request for early determination procedure shall include the following:

(a) a request for early determination of one or more points of law or fact and a description of such points;
(b) a statement of the facts and legal arguments supporting the request;
(c) a proposal of the form of early determination procedure to be adopted by the arbitral tribunal;
(d) comments on how the proposed form referred to in Article 55.4(c) would achieve the objectives stated in Articles 23.2; and
(e) confirmation that copies of the request and any supporting materials included with it have been or are being communicated simultaneously to all other parties by one or more means of service to be identified in such confirmation.

55.5 After providing all other parties with an opportunity to submit comments on the request, the arbitral tribunal shall issue a decision either dismissing the request or allowing the request to proceed by fixing the early determination procedure in the form it considers appropriate. The arbitral tribunal shall make such decision within 30 days from the date of filing the request. This time limit may be extended by agreement of the parties or, in appropriate circumstances, by Jupitice Administrator.

55.6 If the request is allowed to proceed, the arbitral tribunal shall make its order or award, which may be in summary form, on the relevant points of law or fact. The arbitral tribunal shall make such order or award within 60 days from the date of its decision to proceed. This time limit may be extended by agreement of the parties or, in appropriate circumstances, by Jupitice Administrator.

Pending the determination of the request, the arbitral tribunal may decide whether and to what extent the arbitration shall proceed.
Modified Time Limits

Article 56

56.1 The parties may agree to shorten the various time limits set out in the Rules. Any such agreement entered into subsequent to the constitution of an arbitral tribunal shall become effective only upon the approval of the arbitral tribunal.

56.2 Jupitice Administrator, on its own initiative, may extend any time limit which has been modified pursuant to Article 56.1 if it decides that it is necessary to do so in order that the arbitral tribunal and Jupitice Administrator may fulfil their responsibilities in accordance with the Rules.

Waiver of Right to Object

Article 57

A failure by any party to object promptly to any non-compliance with these Rules or with any requirement of the arbitration agreement shall be deemed to be a waiver of the right of such party to make such an objection, unless such party can show that, under the circumstances, its failure to object was justified.

Confidentiality

Article 58

58.1 Unless otherwise agreed by the parties, no party or party representative may publish, disclose or communicate any information relating to:
   (a) the arbitration under the arbitration agreement; or
   (b) an award or Emergency Decision made in the arbitration.

58.2 Article 58.1 also applies to the arbitral tribunal, any emergency arbitrator, expert, witness, tribunal secretary and Jupitice Administrator.

58.3 Article 58.1 does not prevent the publication, disclosure or communication of information referred to in Article 58.1 by a party or party representative:
   a. (i) to protect or pursue a legal right or interest of the party; or
      (ii) to enforce or challenge the award or Emergency Decision referred to in Article 58.1;
   b. in legal proceedings before a court or other authority; or
   c. to any government body, regulatory body, court or tribunal where the party is obliged by law to make the publication, disclosure or communication; or
d. to a professional or any other adviser of any of the parties, including any actual or potential witness or expert; or
e. to any party or additional party and any confirmed or appointed arbitrator for the purposes of Articles 7, 8, 9 or 10; or
f. to a person for the purposes of having, or seeking, third party funding of arbitration.

58.4 The deliberations of the arbitral tribunal are confidential.

58.5 Jupitice Administrator may publish any award, whether in its entirety or in the form of excerpts or a summary, only under the following conditions:

a. all references to the parties’ names and other identifying information are deleted; and
b. no party objects to such publication within the time limit fixed for that purpose by Jupitice Administrator. In the case of an objection, the award shall not be published.

General Rule

Article 59

In all matters not expressly provided for in the Rules, Jupitice Administrator and the arbitral tribunal shall act in the spirit of the Rules and shall make every effort to make sure that the award is enforceable at law.
SCHEDULE 1

REGISTRATION AND ADMINISTRATIVE FEES

(All amounts are in US Dollars*)

Effective 14th May’2021

1. Registration Fee

1.1 When submitting a Notice of Arbitration and Response to the notice, the Claimant and the Respondent shall pay a Registration Fee in the amount set by Jupitice Administrator, as stated on JUPITICE’s website on the date the Notice of Arbitration is submitted.

1.2 If the Claimant and the Respondent fails to pay the Registration Fee, Jupitice Administrator shall not proceed with the arbitration subject to Article 4.5 & 5.5 of the Rules.

1.3 The Registration Fee is not refundable save in exceptional circumstances as determined by Jupitice Administrator in its sole discretion.

2. THE JUPITICE Administrative Fees

2.1 THE JUPITICE Administrative Fees shall be determined in accordance with the following table:

<table>
<thead>
<tr>
<th>SUM IN DISPUTE (in USD)</th>
<th>ADMINISTRATIVE FEES (in USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 400,000</td>
<td>19,800</td>
</tr>
<tr>
<td>From 400,001 to 800,000</td>
<td>19,800 + 1.300% of amt. over 400,000</td>
</tr>
<tr>
<td>From 800,001 to 4,000,000</td>
<td>25,000 + 1.000% of amt. over 800,000</td>
</tr>
<tr>
<td>From 4,000,001 to 8,000,000</td>
<td>57,000 + 0.545% of amt. over 4,000,000</td>
</tr>
<tr>
<td>From 8,000,001 to 16,000,000</td>
<td>78,800 + 0.265% of amt. over 8,000,000</td>
</tr>
<tr>
<td>From 16,000,001 to 40,000,000</td>
<td>100,000 + 0.200% of amt. over 16,000,000</td>
</tr>
<tr>
<td>From 40,000,001 to 80,000,000</td>
<td>148,000 + 0.110% of amt. over 40,000,000</td>
</tr>
<tr>
<td>From 80,000,001 to 240,000,000</td>
<td>192,000 + 0.071% of amt. over 80,000,000</td>
</tr>
<tr>
<td>From 240,000,001 to 400,000,000</td>
<td>305,600 + 0.059% of amt. over 240,000,000</td>
</tr>
<tr>
<td>Over 400,000,000</td>
<td>400,000</td>
</tr>
</tbody>
</table>

2.2 Claims and counterclaims are added for the determination of the amount in dispute. The same rule applies to any set-off defence or cross-claim, unless the arbitral tribunal, after consulting with the parties, concludes that such set-off defence or cross-claim will not require significant additional work.
2.3 An interest claim shall not be taken into account for the calculation of the amount in dispute, except where Jupitice Administrator determines that doing so would be appropriate.

2.4 Where there are alternative claims, only the principal claim shall be taken into account for the calculation of the amount in dispute, except where Jupitice Administrator considers it appropriate to take into account the amount of any alternative claim.

2.5 Pursuant to Articles 23.2, 18.7 where in the opinion of Jupitice Administrator there are exceptional circumstances, Jupitice Administrator may depart from the table in paragraph 2.1 when calculating its Administrative Fees.

2.6 If the amount in dispute is not quantified, Jupitice Administrator, taking into account the circumstances of the case, shall fix Jupitice Administrator’s Administrative Fees.

2.7 Amounts in currencies other than US Dollars shall be converted into US Dollars at the rate of exchange published by mutually decided International bank on the date the Notice of Arbitration is submitted or at the time any new claim, set-off defence, cross-claim or amendment to a claim or defence is filed.

2.8 The parties are jointly and severally liable for Jupitice Administrator’s Administrative Fees.

3. **Scope of Administrative Services**

3.1 Maintenance of Records of communications;

3.2 Facilitating communications from the parties to the Tribunal and vise-versa and between the parties;

3.3 Case management that includes but not limited to the following to facilitate the smooth conduct of Arbitration:

   i. Assisting the arbitral tribunal in establishing the date & time of hearings and giving such advance notice thereof to the parties as the Tribunal determines;

   ii. Monitoring schedules & timelines for submissions

   iii. Online Meeting rooms for hearings or deliberations of the arbitral tribunal;

   iv. Arrangement of Online Conferences;

   v. Transcription of hearings;

   vi. Live streaming of hearings;

   vii. Secretarial or clerical assistance;

   viii. Making available or arranging for interpretation services;
3.4 Financial Management;

3.5 Providing fund-holding services;

3.6 Where applicable, exercising such supervisory functions entrusted by Arbitration Rules

3.7 Ensuring that procedurally important dates are followed and advising the arbitral tribunal and the parties when not adhered to;

3.8 Providing procedural directions on behalf of the tribunal, if and when required;

3.9 Providing secretarial or clerical assistance in other respects;

3.10 Scrutiny & issuance of Awards made by the Tribunal;

3.11 Providing assistance for the translation of arbitral awards;

3.12 Providing services with respect to the storage of arbitral awards and files relating to the arbitral proceedings.

3.13 Carrying out any other tasks entrusted to it by the parties or the Arbitral Tribunal;
SCHEDULE 2

ARBITRAL TRIBUNAL'S
FEES, EXPENSES, TERMS AND CONDITIONS
Based on Hourly Rates Effective 14th May’2021

1. Scope of Application and Interpretation

1.1 Subject to any variations agreed by all parties or changes Jupitice Administrator considers appropriate, this Schedule shall apply to arbitrations in which the arbitral tribunal's fees and expenses are to be determined in accordance with Article 50.2(a) of the Rules.

1.2 Jupitice Administrator may interpret the terms of this Schedule as well as the scope of application of the Schedule as it considers appropriate.

1.3 This Schedule is supplemented by the Guidance Note on Costs of Arbitration Based on Schedule 3 and the Sum in Dispute in force on the date the Notice of Arbitration is submitted.

2. Payments to Arbitral Tribunal

2.1 Jupitice Administrator shall generally make payments to the arbitral tribunal from funds deposited by the parties in accordance with Article 52 of the Rules. Jupitice Administrator may direct the parties, in such proportions as it considers appropriate, to make one or more interim or final payments to the arbitral tribunal.

2.2 If insufficient funds are held at the time a payment is required, they may submit the invoice for the payment to the parties for settlement direct.

2.3 Payments to the arbitral tribunal shall be made in US Dollars unless the tribunal directs otherwise.

2.4 The parties are jointly and severally liable for the fees and expenses of an arbitrator, irrespective of which party appointed the arbitrator.

3. Arbitral Tribunal's Expenses

3.1 Jupitice Administrator shall reimburse the arbitral tribunal for its reasonable expenses subject to the review and approval.

3.2 The expenses of the arbitral tribunal shall not be included in the arbitral tribunal's fees charged by reference to hourly rates under paragraph 9 of this Schedule.
4. **Administrative Expenses**
   The parties shall be responsible for expenses reasonably incurred and relating to administrative and support services engaged for the purposes of the arbitration, including, but not limited to the use of Jupitice Justice Platform, interpreters and transcription services. Such expenses may be paid directly from the deposits referred to in Article 52 of the Rules as and when they are incurred.

5. **Fees and Expenses Payable to Replaced Arbitrators**
   Where an arbitrator is replaced pursuant to Articles 20 of the Rules, Jupitice Administrator shall decide the amount of fees and expenses to be paid for the replaced arbitrator's services (if any), having taken into account the circumstances of the case, including, but not limited to, the applicable method for determining the arbitrator's fees, work done by the arbitrator in connection with the arbitration, and the complexity of the subject-matter.

6. **Lien on Award**
   Jupitice Administrator and the arbitral tribunal shall have a lien over any awards issued by the arbitral tribunal to secure the payment of their outstanding fees and expenses, and may accordingly refuse to communicate any such awards to the parties until all such fees and expenses have been paid in full, whether jointly or by one or other of the parties.

7. **Governing Law**
   The terms of this Schedule and any non-contractual obligation arising out of or in connection with them shall be governed by and construed in accordance with Indian Law or agreed Law.

8. **Arbitral Tribunal's Fee Rates**
   8.1 An arbitrator shall be remunerated at an hourly rate for all work reasonably carried out in connection with the arbitration.
   
   8.2 The rate referred to in paragraph 9.1 is to be agreed in accordance with Article 50.2(a) of the Rules. An arbitrator shall agree upon fee rates in accordance with paragraph 9 of this Schedule prior to his or her confirmation or appointment by Jupitice Administrator.
   
   8.3 An arbitrator's agreed hourly rate shall not exceed a rate set by Jupitice Administrator, as stated on Jupitice Administrator's website on the date the Notice of Arbitration is submitted.
   
   8.4 An arbitrator may review and increase his or her agreed hourly rate by no more than 10% on each anniversary of his or her confirmation or appointment.
8.5 Higher rates may be charged if expressly agreed by all parties to the arbitration or if Jupitice Administrator so determines in exceptional circumstances.

8.6 If an arbitrator is required to travel for the purposes of fulfilling obligations as an arbitrator, the arbitrator shall be entitled to charge and to be reimbursed for:
   a. time spent travelling but not working at a rate of 50% of the agreed hourly rate; or
   b. time spent working whilst travelling at the full agreed hourly rate.

9. Cancellation Fees

9.1 All hearings booked shall be paid for, subject to the following conditions:
   a. if a booking is cancelled at the request of the arbitral tribunal, it will not be charged;
   b. if a booking is cancelled at the request of any party less than 30 days before the first day booked it shall be paid at a daily rate of 75% of eight times the applicable hourly rate;
   c. if a booking is cancelled at the request of any party less than 60 days but more than 30 days before the first day booked it shall be paid at a daily rate of 50% of eight times the applicable hourly rate;
   d. if a booking is cancelled at the request of any party more than 60 days before the first day booked it will not be charged; and
   e. in all cases referred to above, if an arbitrator has spent time on the case during the day(s) booked, he or she shall be paid based on (i) the hourly rate pursuant to paragraph 9; or (ii) the cancellation fee pursuant to paragraph 10.1(b) to (d), whichever is higher.

9.2 Where hearing days are cancelled or postponed other than by agreement of all parties or request of the arbitral tribunal, this may be taken into account when considering any subsequent apportionment of costs.
1. Scope of Application and Interpretation

1.1 Subject to paragraph 1.2 below and any variations agreed by all parties or where Jupitice Administrator considers appropriate, this Schedule applies to arbitrations in which the arbitral tribunal's fees and expenses are to be determined in accordance with Article 42.2(b) of the Rules.

1.2 Jupitice Administrator may interpret the terms of this Schedule as well as the scope of application of the Schedule as it considers appropriate.

1.3 This Schedule is supplemented by the Guidance Note on Costs of Arbitration Based on Schedule 3 and the Sum in Dispute in force on the date the Notice of Arbitration is submitted.

2. Payments to Arbitral Tribunal

2.1 Payments to the arbitral tribunal shall generally be made by Jupitice Administrator from funds deposited by the parties in accordance with Article 44 of the Rules. Jupitice Administrator may direct the parties, in such proportions as it considers appropriate, to make one or more interim or final payments to the arbitral tribunal.

2.2 If insufficient funds are held at the time a payment is required, the invoice for the payment may be submitted to the parties for settlement by them direct.

2.3 Payments to the arbitral tribunal shall be made in Hong Kong Dollars unless the tribunal directs otherwise.

2.4 The parties are jointly and severally liable for the fees and expenses of an arbitrator, irrespective of which party appointed the arbitrator.

3. Arbitral Tribunal's Expenses

3.1 The arbitral tribunal shall be reimbursed for its reasonable expenses in accordance with the Practice Note referred to at paragraph 1.4.

3.2 The expenses of the arbitral tribunal shall not be included in the determination of fees charged in accordance with paragraph 6 of this Schedule.
4. **Administrative Expenses**

The parties shall be responsible for expenses reasonably incurred and relating to administrative and support services engaged for the purposes of the arbitration, including, but not limited to, use of Jupitice Justice Platform, interpreters and transcription services. Such expenses may be paid directly from the deposits referred to in Article 41 of the Rules as and when they are incurred.

5. **Fees and Expenses Payable to Replaced Arbitrators**

Where an arbitrator is replaced pursuant to Articles 15 of the Rules, Jupitice Administrator shall decide the amount of fees and expenses to be paid for the replaced arbitrator's services (if any), having taken into account the circumstances of the case, including, but not limited to, the applicable method for determining the arbitrator's fees, work done by the arbitrator in connection with the arbitration, and the complexity of the subject-matter.

6. **Determination of Arbitral Tribunal's Fees**

6.1 The arbitral tribunal’s fees shall be calculated in accordance with the following table. The fees calculated in accordance with the table represent the maximum amount payable to one arbitrator.

<table>
<thead>
<tr>
<th>SUM IN DISPUTE (in USD)</th>
<th>ARBITRATOR’S FEES (in USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 400,000</td>
<td>11.00% of amount in dispute</td>
</tr>
<tr>
<td>From 400,001 to 800,000</td>
<td>44,000 + 10.00% of amt. over 400,000</td>
</tr>
<tr>
<td>From 800,001 to 4,000,000</td>
<td>84,000 + 5.30% of amt. over 800,000</td>
</tr>
<tr>
<td>From 4,000,001 to 8,000,000</td>
<td>253,600 + 3.78% of amt. over 4,000,000</td>
</tr>
<tr>
<td>From 8,000,001 to 16,000,000</td>
<td>404,800 + 1.73% of amt. over 8,000,000</td>
</tr>
<tr>
<td>From 16,000,001 to 40,000,000</td>
<td>543,200 + 1.06% of amt. over 16,000,000</td>
</tr>
<tr>
<td>From 40,000,001 to 80,000,000</td>
<td>797,600 + 0.44% of amt. over 40,000,000</td>
</tr>
<tr>
<td>From 80,000,001 to 240,000,000</td>
<td>973,600 + 0.25% of amt. over 80,000,000</td>
</tr>
<tr>
<td>From 240,000,001 to 400,000,000</td>
<td>1,373,600 + 0.22% of amt. over 240,000,000</td>
</tr>
<tr>
<td>From 400,000,001 to 600,000,000</td>
<td>1,738,400 + 0.10% of amt. over 400,000,000</td>
</tr>
</tbody>
</table>
From 600,000,001 to 800,000,000
1,940,000 + 0.067% of amt.

From 800,000,001 to 4,000,000,000
2,074,000 + 0.044% of amt.

Over 4,000,000,000
3,482,400 + 0.025% of amt.

Maximum of 12,574,000

6.2 The arbitral tribunal’s fees shall cover the activities of an arbitrator from the time of his or her confirmation or appointment until the last award.

6.3 Claims and counterclaims are added for the determination of the amount in dispute. The same rule applies to any set-off defence or cross-claim, unless the arbitral tribunal, after consulting with the parties, concludes that such set-off defence or cross-claim will not require significant additional work.

6.4 An interest claim shall not be taken into account for the calculation of the amount in dispute, except where Jupitice Administrator determines that doing so would be appropriate.

6.5 Where there are alternative claims, only the principal claim shall be taken into account for the calculation of the amount in dispute, except where Jupitice Administrator considers it appropriate to take into account the amount of any alternative claim.

6.6 Pursuant to Articles 42.3(c), 23.2, 18.7 or where in the opinion of Jupitice Administrator there are exceptional circumstances, the arbitral tribunal’s fees may depart from the amounts calculated in accordance with paragraph 6.1.

6.7 If the amount in dispute is not quantified, Jupitice Administrator, taking into account the circumstances of the case, shall fix the arbitral tribunal’s fees.

7. Lien on Award

Jupitice Administrator and the arbitral tribunal shall have a lien over any awards issued by the arbitral tribunal to secure the payment of their outstanding fees and expenses, and may accordingly refuse to communicate any such awards to the parties until all such fees and expenses have been paid in full, whether jointly or by one or other of the parties.

8. Governing Law

The terms of this Schedule and any non-contractual obligation arising out of or in connection with it shall be governed by and construed in accordance with Indian Law or mutually agreed.

Possible Waiver Statement

Note. If the parties wish to exclude recourse against the arbitral award that may be available
under the applicable law, they may consider adding a provision to that effect as suggested below, considering, however, that the effectiveness and conditions of such an exclusion depend on the applicable law.

Waiver
The parties hereby waive their right to any form of recourse against an award to any court or other competent authority, insofar as such waiver can validly be made under the applicable law.

Model statements of independence pursuant to article 11 of the Rules

No circumstances to disclose
I am impartial and independent of each of the parties and intend to remain so. To the best of my knowledge, there are no circumstances, past or present, likely to give rise to justifiable doubts as to my impartiality or independence. I shall promptly notify the parties and the other arbitrators of any such circumstances that may subsequently come to my attention during this arbitration.

Circumstances to disclose
I am impartial and independent of each of the parties and intend to remain so. Attached is a statement made pursuant to article 11 of the UNCITRAL Arbitration Rules of (a) my past and present professional, business and other relationships with the parties and (b) any other relevant circumstances. [Include statement.] I confirm that those circumstances do not affect my independence and impartiality. I shall promptly notify the parties and the other arbitrators of any such further relationships or circumstances that may subsequently come to my attention during this arbitration.

Note. Any party may consider requesting from the arbitrator the following addition to the statement of independence:

I confirm, on the basis of the information presently available to me, that I can devote the time necessary to conduct this arbitration diligently, efficiently and in accordance with the time limits in the Rules.