

**CROSS-INSTITUTIONAL RULES OF ARBITRATION
OF THE
TASHKENT INTERNATIONAL ARBITRATION CENTRE (TIAC)
AT THE CHAMBER OF COMMERCE AND INDUSTRY OF THE
REPUBLIC OF UZBEKISTAN
AND
THE HONG KONG INTERNATIONAL ARBITRATION CENTRE
(HKIAC)**

CONTENT

ARTICLE 1. INTERPRETATION OF RULES

1.1. In these TIAC Rules:

“*Award*” includes a partial, interim, final award or any other award issued under these Rules;

“*Emergency Arbitrator*” means an arbitrator appointed in accordance with Schedule 1;

“*Party*” means the Claimant or the Respondent;

“*Parties*” mean the Claimant and the Respondent;

“*Rules*” means these TIAC-HKIAC Cross-Institutional Rules of Arbitration;

“*TIAC*” means the TIAC Secretariat, which acts as an administering authority assisting HKIAC in procedural decision-making over the disputes covered by these Rules;

“*HKIAC*” means the Council of HKIAC or any other body or person designated by it to perform the functions referred to herein, or, where applicable, to the Secretary-General of HKIAC and other authorised staff members of the Secretariat of HKIAC, which acts as the appointing and acting authority competent for procedural decision-making over the disputes covered by these Rules;

“*TIAC-HKIAC Guidelines*” mean the guidelines published by the TIAC Secretariat and/or HKIAC from time to time to supplement, regulate or implement these Rules;

“*Tribunal*” includes a sole arbitrator or all the arbitrators where more than one arbitrator is appointed;

1.2. Words used in singular include the plural and vice versa, as the context may require.

1.3. 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.

ARTICLE 2. SCOPE OF APPLICATION

2.1. These Rules shall govern arbitrations, where the Parties have agreed to refer their existing or future disputes for arbitration in accordance with the Rules through an arbitration agreement (*whether entered into before or after the dispute has arisen*) that provides for the Rules to apply, or that provides for arbitration to be “*conducted*” or “*administered*” by TIAC and HKIAC or words to similar effect.

2.2. These Rules shall come into force on 11 September 2023. Where the Parties have agreed to refer their dispute to arbitration under these Rules, they shall be deemed to have submitted to arbitration according to the Rules in effect on the date of submission of the Request for Arbitration, unless otherwise expressly agreed by the Parties.

ARTICLE 3. NOTICES AND TIME LIMITS

3.1. Any notice or communication sent under these Rules shall be in writing and shall be sent to the Tribunal (if constituted), to each Party and to the TIAC Secretariat. Any such notice or

communication may be delivered by hand, registered post or courier service, or transmitted via any form of electronic communication (including electronic mail and facsimile), or delivered by any other appropriate means that provides a record of its delivery.

3.2. Any notice or communication pursuant to these Rules shall be deemed to have been received by a Party, a Tribunal or TIAC Secretariat, if it is delivered:

- a) to the addressee personally or to its authorized representative as notified in writing in the arbitration;
- b) or in the absence of (a), to the address specified in any applicable agreement between the Parties;
- c) or in the absence of (a) and (b), to the addressee's habitual residence, place of business or to any address, which the addressee holds out to the world at the time of such delivery or according to the practice of the Parties in prior dealings;
- d) or if after reasonable efforts (a), (b) and (c) cannot be determined, to any last-known residence or place of business of the addressee.

3.3. Any such notice or communication shall be deemed to have been received on the day when it is delivered pursuant to Article 3.2 of these Rules.

3.4. For the purposes of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice or communication is received or deemed to be received.

3.5. If the last day of such a period is a public holiday or a non-business day at the place of receipt, the period shall be extended until the first business day, which follows. Days are considered calendar days, and official holidays or non-business days occurring during the running of the period of time shall be included in calculating the period. Unless otherwise specified under these Rules, the TIAC Secretariat may at any time amend any time limits prescribed under these Rules.

3.6. A copy of any notice or communication concerning the arbitral proceedings conducted under these Rules shall be filed with the TIAC Secretariat.

ARTICLE 4. REQUEST FOR ARBITRATION

4.1. Any Party wishing to commence an arbitration under these Rules shall send to the TIAC Secretariat a Request for Arbitration which shall include:

- a) A request that the dispute be referred to arbitration under these Rules;
- b) The name in full and contact details, including telephone number, facsimile number and electronic mail address, of each Party, if known, and their representatives, if any;
- c) Identification of the arbitration agreement that is invoked and a copy of that arbitration agreement;
- d) A reference to the contract or other instrument out of or in relation to which the dispute arises and, where possible, a copy of the contract or other instrument;
- e) Where claims arise under more than one arbitration agreement, an indication as to which arbitration agreement each claim pertains;

- f) A brief description of the nature and circumstances of the dispute giving rise to the claim;
- g) A preliminary statement of the relief sought and, to the extent possible, an indication of the amount claimed;
- h) A proposal as to the number of arbitrators, language and seat of arbitration, if the Parties have not previously agreed thereon;
- i) Unless otherwise agreed by the Parties, the nomination of an arbitrator (if the arbitration agreement provides for three arbitrators) or the nomination of a sole arbitrator (if the arbitration agreement provides for a sole arbitrator);
- j) The existence of any funding agreement and the identity of any third party funder pursuant to Article 30 of these Rules;
- k) Comments on the applicable law(s) governing the merits of the dispute.
- l) Comments on the method for determining the fees and expenses of the Tribunal pursuant to Article 26.1 of these Rules;
- m) Payment of the filing fee under these Rules.

4.2. The Request for Arbitration may also include the Statement of Claim referred to in Article 13.1 of these Rules.

4.3. The date of receipt of the complete Request for Arbitration by the TIAC Secretariat in the number of copies required by Article 3.1 of these Rules and of the proof that payment of the filing fee has been effectuated pursuant to Article 4.1. of the Rules, shall be treated as the date on which the arbitration proceedings have commenced. For the avoidance of doubt, the Request for Arbitration is deemed to be complete when all the requirements of Article 4.1 and Article 6.1(b) (if applicable) of these Rules are fulfilled or when the TIAC Secretariat decides that such requirements have been substantially complied with and notifies the Parties of the commencement of the arbitration proceedings under these Rules.

ARTICLE 5. ANSWER TO THE REQUEST FOR ARBITRATION

5.1. Within 30 days of receipt of the Request for Arbitration from the TIAC, the Respondent shall submit to the TIAC Secretariat an Answer, which shall include the following:

- a) Its name in full, description, address and other contact details including its telephone number, facsimile number and electronic mail address of itself or its representative (if any);
- b) Its comments as to the nature and circumstances of the dispute giving rise to the claim and the relief sought by the Claimant,
- c) All objections to the jurisdiction of the Tribunal known or that should be known based on, including but not limited to, the validity, existence, scope or applicability of the arbitration agreement;
- d) A statement on the nature and circumstances of any counterclaim, if any, specifying the relief sought and, where possible, an initial identification of the counterclaim amount;

- e) Any comments concerning the number of arbitrators and their choice in light of the Claimant's proposals and statements in accordance with Article 4.1, and if the arbitration agreement calls for party nomination of arbitrators, the name and contact details of the Respondent's nominee; or, if the arbitration agreement provides for a sole arbitrator, comments on the Claimant's proposal for a sole-arbitrator or a counter-proposal;
- f) The existence of any funding agreement and the identity of any third party funder pursuant to Article 30 of the Rules;
- g) Any comments on the seat and language of arbitration, and the applicable law(s) governing the merits;
- h) Any comments on the Claimant's proposal on the method for determining the fees and expenses of the Tribunal, if such proposal was communicated by the Claimant;
- i) Proof that the payment of the filing fee under these Rules for any counterclaim has been effectuated.

5.2. If the Claimant has filed a Statement of Claim with the Request for Arbitration, the Respondent may also include in its Answer the Statement of Defence and a Statement of Counterclaim, as referred to in Article 13.2 and Article 13.3.

5.3. The Answer (including all accompanying documents) shall be submitted to the TIAC Secretariat in the manner stipulated in Article 3.1 of these Rules.

ARTICLE 6. MULTIPLE CONTRACTS

6.1. Claims arising out of or in connection with more than one contract may be filed as follows:

- a) The Claimant may file a separate Request for Arbitration in respect of each arbitration agreement invoked, and concurrently the Claimant may submit an application for consolidation in accordance with Article 8.1 of these Rules; or
- b) The Claimant may file a single Request for Arbitration in respect of all arbitration agreements invoked, which shall include a statement identifying each contract and arbitration agreement invoked and a description of how the requirements for consolidation set forth in Article 8.1. of these Rules are met. For the purposes of these Rules, the Claimant shall be deemed to have commenced an arbitration proceeding in respect of each arbitration agreement invoked, and the Request for Arbitration under this Article 6.1(b) shall be deemed to be an application for consolidation under Article 8.1 of these Rules.

6.2. Unless the HKIAC rejects the application for consolidation and requires payment of the filing fee for each arbitration that has not been consolidated, the TIAC Secretariat shall accept payment of a single filing fee under these Rules for all the arbitrations which are sought to be consolidated.

ARTICLE 7. JOINDER

7.1. The Tribunal or, where the Tribunal has yet to be constituted, the HKIAC, has the power upon request to allow an additional party to be joined to the arbitration where:

- a) all Parties as well as all additional parties to be joined have consented in writing to the joinder; or
- b) the additional party to be joined is bound by the arbitration agreement prima facie.

7.2. Subject to Article 7.6 of these Rules, a request for joinder under Article 7.1 above may be made by a Party or a non-party to the arbitration no later than in the Statement of Defence.

7.3. A request for joinder under Article 7.1 above must include:

- a) The case reference number of the pending arbitral proceedings and whether the additional party is to be joined as a Claimant or a Respondent;
- b) The name, address, telephone number, facsimile number and electronic mail address, if known, of all Parties, including the additional party to be joined and their representatives, if any, and of arbitrator(s) who have been nominated or appointed in the pending arbitral proceedings;
- c) The particulars under Article 4.1 (c) and 4.1. (d) of these Rules;
- d) The existence of any funding agreement and the identity of any third party funder pursuant to Article 30 of the Rules;
- e) A brief description of the factual and legal basis for joinder.

A request for joinder with the details mentioned above shall be submitted to the TIAC Secretariat (prior to the constitution of the Tribunal) or to the Tribunal (after the Tribunal has been constituted), and a copy shall be sent directly to all Parties to the arbitration and the additional party to be joined. The application for joinder is deemed to be complete when all the requirements of this Article 7.3 are fulfilled or when the TIAC Secretariat determines that there has been substantial compliance with such requirements.

7.4. All Parties to the arbitration and the additional party to be joined shall have a right to respond to the request for joinder, and must do so within 15 days of receiving the request, or such other period as determined by the TIAC Secretariat or the Tribunal, as appropriate.

7.5. The HKIAC, or the Tribunal, as appropriate, shall consider the request, and decide whether to grant any application for joinder under Article 7.1. The date on which the request is received by the TIAC Secretariat shall, for all purposes, be deemed to be the date of the commencement of arbitration in respect of the additional party where a request is granted.

7.6. The decision of the HKIAC to reject an application for joinder prior to the constitution of the Tribunal is without prejudice to any Party's or a non-party's ability to apply to the Tribunal (upon its formation) to join the additional party, and without prejudice to the Tribunal's power to decide any question regarding its jurisdiction. Such request for joinder may be submitted within 15 days from the date the Tribunal has been constituted, if the Respondent has already submitted its Statement of Defence prior to the constitution of the Tribunal.

7.7. Where a request for joinder is granted, the HKIAC may revoke the appointment of any arbitrators appointed prior to the decision on joinder. Unless all Parties agree otherwise, including the additional party joined, Article 9 shall apply as appropriate, and the respective timelines shall apply from the date of receipt of the decision rendered under Article 7.5.

7.8. The revocation of the confirmation or appointment of an arbitrator pursuant to Article 7.7 is without prejudice to the validity of any act done or order or Award issued by that arbitrator before his or her confirmation or appointment was revoked.

7.9. If joinder is granted, prior to and after the constitution of the Tribunal, any Party who has not nominated an arbitrator or otherwise participated in the constitution of the Tribunal shall be deemed to have waived its right to nominate an arbitrator or otherwise participate in the constitution of the Tribunal, without prejudice to the right of such Party to challenge an arbitrator pursuant to Article 11.

7.10. In each case of additional claims or counterclaims, any filing fee required must also be paid for such additional claims or counterclaims.

ARTICLE 8. CONSOLIDATION

8.1. The HKIAC, has the power upon request of the Party to the dispute to consolidate two or more arbitrations pending under these Rules into a single arbitration, where:

- a) all Parties have agreed to the consolidation; or
- b) all claims in the arbitrations are made under the same arbitration agreement and, if applicable, the same Tribunal has been constituted in each of the arbitrations or no Tribunal has been constituted in the other arbitration(s); or
- c) the arbitration agreements are compatible, and, if applicable, the same Tribunal has been constituted in each of the arbitrations or no Tribunal has been constituted in the other arbitrations, and:
 - (i) the disputes arise out of the same legal relationship(s);
 - (ii) the disputes arise out of contracts consisting of a principal contract and its ancillary contract(s); or
 - (iii) the disputes arise out of the same transaction or series of transactions.

8.2. A request for consolidation under Article 8.1 above must include:

- a) The case reference number of the pending arbitral proceedings and whether any additional party is to be joined as a Claimant or a Respondent;
- b) The name, address, telephone number, facsimile number and electronic mail address, if known, of all parties, including the additional party to be joined and their representatives, if any, and of arbitrator(s) who have been nominated to be appointed in the pending arbitral proceedings;
- c) The particulars under Article 4.1 (c) and 4.1 (d) of these Rules;
- d) If the application is being made under Rule 8.1(a), identification of the relevant agreement and, where possible, a copy of such agreement;
- e) A brief description of the factual and legal basis for a request for consolidation.

The request shall be submitted to the HKIAC, and a copy shall be sent directly to all Parties to each arbitration, which is the subject of the consolidation request.

8.3. All Parties to each arbitration that is subject to the consolidation request, shall have a right to respond to the request for consolidation, and must do so within 15 days of receiving the request, or such other period as determined by the HKIAC or the TIAC Secretariat, as appropriate.

8.4. The HKIAC shall consider the request, and decide whether to grant any application for consolidation under Article 8.1, and which arbitrations are to be consolidated into which. The arbitration(s) shall be consolidated into the arbitration that is deemed by the HKIAC to have commenced first, unless otherwise agreed by all Parties, or the HKIAC decide otherwise, having regard to the circumstances of the case.

8.5. Where a request for consolidation is granted, the HKIAC may revoke the appointment of any arbitrators appointed prior to the decision on consolidation. Unless all Parties agree otherwise, Article 9 shall apply as appropriate, and the respective timelines shall apply from the date of receipt of the decision rendered under Article 8.4.

8.6. The revocation of the confirmation or appointment of an arbitrator pursuant to Article 8.5 is without prejudice to the validity of any act done or order or Award issued by that arbitrator before his or her confirmation or appointment was revoked.

8.7. If the request for consolidation is granted, prior to or after the constitution of the Tribunal, any Party who has not nominated an arbitrator or otherwise participated in the constitution of the Tribunal shall be deemed to have waived its right to nominate an arbitrator or otherwise participate in the constitution of the Tribunal, without prejudice to the right of such Party to challenge an arbitrator pursuant to Article 11.

ARTICLE 9. CONSTITUTION OF THE TRIBUNAL

9.1. Number of arbitrators: The Tribunal may be constituted of either one or three arbitrators. Where the Parties have not agreed upon the number of arbitrators either prior to the commencement of the arbitration or within 15 days from the notification from the TIAC Secretariat, the HKIAC shall decide whether the case shall be referred to a sole arbitrator or to three arbitrators, taking into account the complexity, the quantum and any other relevant circumstances of the case based on the Parties' submissions in this regard.

9.2. Appointment of arbitrators: The Parties may agree that an arbitrator is to be appointed by one or more of the Parties, or by a third party, such as an arbitrator already appointed.

9.3. Sole arbitrator: Where a sole arbitrator is to be appointed, all Parties shall jointly agree on the nomination of a sole arbitrator within 15 days from the date of the commencement of the arbitration, or the decision of the HKIAC to submit the matter to a sole arbitrator or to replace a sole arbitrator under Article 11, is notified, or within such additional time as may be allowed by the TIAC Secretariat or agreed by the Parties. If no agreement is reached by the end of this period, the HKIAC shall appoint the sole arbitrator as soon as practicable.

9.4. Where three arbitrators are to be appointed:

a) each Party shall nominate one arbitrator. In the case of multi-party arbitrations, the Claimant or group of Claimants, and the Respondent or group of Respondents shall each jointly nominate one arbitrator respectively.

b) The HKIAC shall appoint the third arbitrator, who shall be the presiding arbitrator, unless the Parties have agreed upon another procedure.

c) If a Party, or the Parties subject to Article 9.4. (a) above, fail(s) to make a nomination of an arbitrator within 15 days after receipt of a Party's or Parties' nomination of an arbitrator, or within the period otherwise agreed by the Parties or set by the TIAC Secretariat, the HKIAC shall appoint an arbitrator on behalf of such Party or Parties.

d) in the event of any failure to designate arbitrators under Article 9.4. (a) or if the Parties do not all agree that they represent two separate sides (as Claimant and Respondent respectively) for the purposes of designating arbitrators, HKIAC may appoint all members of the Tribunal with or without regard to any party's designation.

ARTICLE 10. APPOINTMENT OF ARBITRATORS AND THEIR QUALIFICATIONS

10.1. Any arbitrator conducting an arbitration under these Rules shall be and remain impartial and independent of the Parties.

10.2. All nominations of any arbitrator, whether made by the Parties or the arbitrators, are subject to confirmation by HKIAC, upon which the appointments shall become effective. The HKIAC in appointing an arbitrator under these Rules, including an arbitrator nominated by a Party, shall consider such arbitrator's sufficient availability and the qualifications required for the fair and efficient conduct of the arbitration, including such qualifications that are required by the agreement of the Parties, if any, and other considerations to ensure such arbitrator's impartiality and independence. All nominations of any arbitrator, whether made by the parties or the arbitrators, are subject to confirmation by the HKIAC, upon which the appointments shall become effective.

10.3. Before appointment by the HKIAC, a prospective arbitrator shall sign a declaration in accordance with the TIAC-HKIAC Guidelines, containing, inter alia, a statement of acceptance, impartiality and independence, and availability of time, and provide the TIAC Secretariat with an up-to-date curriculum vitae.

10.4. An arbitrator, by signing the declaration referred to in Article 10.3 above, undertakes, that he or she has a continuing duty to disclose to the Parties, the TIAC Secretariat, the HKIAC and the other members of the Tribunal any circumstances which might be of such nature as to call into question or give rise to reasonable doubts as to the arbitrator's impartiality, independence and/or availability. If any prospective arbitrator makes any such disclosure, the TIAC Secretariat shall communicate it to the Parties and other members of the Tribunal, and shall fix a time limit for any comments thereon.

10.5. No Party or such Party's representative shall have any ex parte communication relating to the arbitration with any arbitrator or with any candidate for appointment as Party-nominated arbitrator, except to inform the candidate about the general nature of the dispute, to discuss the candidate's qualifications, availability, impartiality or independence, or to discuss the suitability of candidates for selection as the presiding arbitrator, where the Parties or party-nominated arbitrators are to nominate the presiding arbitrator. No Party or its representatives shall have any ex parte communication relating to the arbitration with any candidate for presiding arbitrator.

ARTICLE 11. CHALLENGE AND REPLACEMENT OF ARBITRATORS

11.1. A challenge of any arbitrator shall be made by the submission to the TIAC Secretariat of a written statement specifying the facts and circumstances on which the challenge is based. A Party may challenge its appointed arbitrator only for reasons of which it becomes aware after the appointment has been made.

11.2. The date of receipt of the notice of challenge by the TIAC Secretariat shall be deemed to be the date the challenge is filed. The Party challenging an arbitrator shall, at the same time as it files a notice of challenge with the TIAC Secretariat, send the notice of challenge to the other Party, the challenged arbitrator and any other members of the Tribunal, and shall notify the TIAC Secretariat that it has done so and include the evidence of serving such notice to the other Party.

11.3. A Party that intends to challenge an arbitrator shall send notice of its challenge within 15 days after the confirmation or appointment of that arbitrator has been communicated to the challenging Party or within 15 days after that Party became aware of the circumstances mentioned in Article 11.1

11.4. Upon receipt of a notice of challenge under Article 11.1, the Tribunal may suspend the arbitral proceedings until the challenge is resolved. Unless the Tribunal issues the order to suspend the arbitral proceedings pursuant to this Article 11.4, the challenged arbitrator shall be entitled to continue to participate in the arbitral proceedings, pending the decision on the challenge by the HKIAC.

11.5. Where the arbitrator being challenged resigns or the non-challenging Party agrees to the challenge within 7 days from receiving the notice of challenge, the HKIAC shall remove the arbitrator. No acceptance of the validity of any ground referred to in Article 11.1 shall be implied if the arbitrator being challenged resigns or the non-challenging Party agrees to the challenge.

11.6. The HKIAC shall decide on the challenge, if, within 7 days of receipt of the notice of challenge under this Article 11, the other Party does not agree to the challenge or the arbitrator who is being challenged does not resign. The HKIAC may request comments on the challenge from the Parties, the challenged arbitrator and the other members of the Tribunal (or if the Tribunal has not yet been constituted, any appointed arbitrator), and set the timelines for such comments to be made.

11.7. Upon removal of an arbitrator or his or her resignation, or in the event of the death of an arbitrator, a substitute arbitrator shall be appointed pursuant to the provisions of these Rules applicable to the nomination and appointment of the arbitrator being replaced, and such provisions shall apply even if, during the process of appointing the challenged arbitrator, a Party failed to exercise its right to nominate an arbitrator. The time limits applicable to the nomination and appointment of the substitute arbitrator shall commence from the date of receipt of the agreement of the other Party to the challenge or the challenged arbitrator's resignation or the date of the decision of the HKIAC to remove an arbitrator.

11.8. If the HKIAC rejects the challenge to an arbitrator, the challenged arbitrator shall continue with the arbitration.

11.9. In the event that an arbitrator refuses or fails to act or perform his or her functions in accordance with these Rules or within prescribed time limits, or in the event of any de jure or de

facto impossibility by an arbitrator to act or perform his or her functions, the procedure for challenge and replacement of an arbitrator provided in this Article 11 shall apply.

11.10. If the HKIAC removes the sole or presiding arbitrator and replaces him or her in accordance with the provisions of this Article 11, unless the Parties agree otherwise, the Tribunal shall decide on how the arbitration shall further proceed. If the HKIAC removes and replaces any other arbitrator, any previous hearings may be reconvened at the Tribunal's discretion upon consultation with the Parties. If the Tribunal has issued an interim or partial Award, any hearings relating solely to that Award shall not be reconvened, and the Award shall remain in effect.

ARTICLE 12. CONDUCT OF THE PROCEEDINGS

12.1. Subject to these Rules, the Tribunal shall conduct the arbitration in such manner as it considers appropriate, taking into account the complexity of the issues, the amount in dispute and use of technology to ensure the fair, expeditious, economical and final resolution of the dispute.

12.2. The Tribunal shall determine the admissibility, relevance, materiality and weight of all evidence.

12.3. Within 15 days from the transfer of the file to a sole arbitrator or the presiding arbitrator, the Tribunal shall conduct a first preliminary meeting with the Parties, in person or by any other means, to discuss the procedures that will be most appropriate and efficient for the case.

12.4. All statements, documents or other information supplied to the Tribunal and/or the TIAC Secretariat by a Party shall simultaneously be communicated to the other Party, unless directed otherwise by the Tribunal or the TIAC Secretariat.

ARTICLE 13. WRITTEN SUBMISSIONS

13.1. Unless the Statement of Claim was submitted in the Request for Arbitration pursuant to Article 4.1, the Claimant shall, within a period of time to be determined by the Tribunal, send to the Respondent and the Tribunal a Statement of Claim setting out in full detail:

- a) a statement of facts supporting the claim;
- b) the issues in dispute;
- c) the legal grounds or arguments supporting the claim; and
- d) the relief sought together with the amount of all quantifiable claims.

13.2. Unless the Statement of Defence was submitted pursuant to Article 5.1, the Respondent shall, within a period of time to be determined by the Tribunal, send to the Claimant and the Tribunal a Statement of Defence replying to the particulars of the Statement of Claim, including the factual and legal grounds for an objection to jurisdiction, if such objection is raised.

13.3. The Respondent may also submit a Statement of Counterclaim, if any, setting out in full detail:

- a) a statement of facts supporting the counterclaim, set off defence or cross claim;
- b) the issues in dispute;
- c) the legal grounds or arguments supporting the counterclaim, set off defence or cross-claim; and

d) the relief sought together with the amount of all quantifiable counterclaims.

13.4. If a Statement of Counterclaim is made, the Claimant shall, within a period of time to be determined by the Tribunal, send to the Respondent and the Tribunal a Statement of Defence to Counterclaim replying to the particulars of the Statement of Counterclaim.

13.5. During the course of the arbitration, a Party may amend or supplement its claim, counterclaim or defence or other submissions with leave from the Tribunal. However, a claim, defence or counterclaim may not be amended in such a manner that the amended claim, defence or counterclaim falls outside the scope of the arbitration agreement.

13.6. The Tribunal may, at its absolute discretion, allow or request further written statements in addition to the Statement of Claim and Statement of Defence and shall fix the periods of time for submission of any such statements. In deciding whether to allow any further written submissions, the Tribunal shall consider the nature of such new claims, the stage of the arbitration, the possibility of delay and any other relevant circumstances.

13.7. All written submissions referred to in this Article shall be accompanied by copies of all supporting documents which have not previously been submitted by any Party.

13.8. If, within the time limit set by the Tribunal, the Claimant has failed to submit its Statement of Claim, the Tribunal may issue an order for the termination of the arbitral proceedings or give such other directions as may be appropriate, unless another Party has brought a claim and wishes the arbitration to continue, in which case the Tribunal may proceed with the arbitration in respect of the other Party's claim.

13.9. If, within the time limit set by the Tribunal, the Respondent fails to submit its Statement of Defence, or if at any point any Party fails to avail itself of the opportunity to present its case in the manner directed by the Tribunal, the Tribunal may proceed with the arbitration.

ARTICLE 14. SEAT AND VENUE

14.1. The Parties may agree in writing on the seat of the arbitration. In the absence of such choice, the seat of the arbitration shall be Hong Kong, unless the Tribunal determines otherwise having regard to all the circumstances of the case.

14.2. The Tribunal may, after consultation with the Parties, hold hearings or meetings at any place, be it in person or through the means that it considers appropriate (including electronic means of communication). If such place is different from the seat of arbitration, the hearings or meetings shall nonetheless be treated for all purposes as having been conducted at the seat of arbitration.

14.3. The Tribunal may hold deliberations wherever it considers appropriate.

ARTICLE 15. LANGUAGE OF THE ARBITRATION

15.1. Unless otherwise agreed by the Parties, the initial language of the arbitration (until the formation of the Tribunal) shall be the language or prevailing language of the arbitration agreement.

15.2. Subject to any agreement by the Parties, the Tribunal shall determine the language to be used in the arbitration.

15.3. A non-participating or defaulting Party shall have no cause for complaint if communications to and from the HKIAC and TIAC Secretariat are conducted in the initial language of the arbitration agreement.

15.4. After the formation of the Tribunal, the Tribunal shall determine the language of arbitration, unless otherwise agreed by the Parties. The non-participating or defaulting Party shall have no cause for complaint in respect of the language after the Tribunal has given the Parties a reasonable opportunity to make comments.

15.5. If a Party submits a document written in a language other than the language of the arbitration, the Tribunal, or if the Tribunal has not been constituted, the TIAC Secretariat, may order that Party to submit a translation in a form to be determined by the Tribunal or the TIAC Secretariat.

ARTICLE 16. PARTY REPRESENTATION

16.1. The Parties may be represented by persons of their choice, taking into account the duty of the Parties and of the Tribunal to do everything to ensure the fair and efficient conduct of the arbitration. The TIAC Secretariat and/or the Tribunal may require proof of authority of any Party representatives.

16.2. After the constitution of the Tribunal, any change or addition by a Party to its representatives shall be promptly communicated in writing to the parties, the Tribunal and the TIAC Secretariat.

ARTICLE 17. HEARINGS

17.1. Unless agreed by the Parties otherwise and subject to these Rules, if either Party so requests, the Tribunal shall hold a hearing for the presentation of evidence by witnesses or for oral argument or for both, including any jurisdictional issue. In the absence of a request, the Tribunal has the discretionary power to decide whether to hold such a hearing or hearings. If no hearings are held, the proceedings shall be conducted on the basis of documents and other materials alone.

17.2. In the event of a hearing, the Tribunal shall consult with the Parties and set the date, time and place of any meeting or hearing and shall give the Parties adequate notice thereof.

17.3. If any of the Parties, although duly notified, fails to appear without valid excuse, the Tribunal may proceed with the arbitration and may issue the Award based on the submissions and evidence before it.

17.4. Unless the Tribunal directs or the parties agree otherwise, all meetings and hearings shall be in private, and any recordings, transcripts, or documents used in relation to the arbitral proceedings shall remain confidential. Persons not involved in the proceedings shall not be admitted to the hearings without the approval of the Tribunal and the Parties.

ARTICLE 18. WITNESSES

18.1. Before any hearing, each Party shall communicate to the Tribunal and to the other party within the period of time established by the Tribunal and in any event at least 30 days before the hearing, the identities and addresses of the witnesses of the other Party it intends to call, the subject matter of their testimony and the relevance of the testimony to the issues in dispute and any other matter requested by the Tribunal.

18.2. The Tribunal has the discretion to allow, refuse or limit the appearance of any witness, whether witness of fact or expert, to give oral evidence at any hearing.

18.3. Any witness who gives oral evidence may be questioned by each of the Parties and their representatives under the supervision and direction of the Tribunal.

18.4. The Tribunal has the discretion to direct the testimony of witnesses to be submitted in written form, whether by way of signed statements, sworn affidavits or otherwise, in which case and subject to Article 18.2, the Tribunal may make the admissibility of the testimony conditional upon the attendance of a witness for oral examination. If the witness fails to attend for oral examination, the Tribunal may place such weight on the written testimony as it thinks fit or exclude such written testimony altogether.

18.5. Subject to the mandatory provisions of any applicable law and any order of the Tribunal otherwise, it shall be permissible for any party or its representatives to interview any witness or potential witness (that may be presented by that Party) prior to his or her appearance to give oral evidence at any hearing.

ARTICLE 19. TRIBUNAL-APPOINTED EXPERTS

19.1. The Tribunal may, after consultation with the Parties:

- a) appoint an expert to report to it on specific issues; and
- b) require a Party to give any expert appointed under this Article 19 all relevant information and documents or provide access to goods, property or site for inspection by the expert.

19.2. Any such expert shall be and remain impartial and independent of the Parties; he or she shall sign a written declaration in accordance with the TIAC-HKIAC Guidelines to such effect and deliver it to the Tribunal and all Parties.

19.3. Any expert appointed under this Article 19 shall submit a report in writing to the Tribunal. Upon receipt of such written report, the Tribunal shall provide a copy of the report to the Parties, who shall be given the opportunity to comment on the report. A Party may examine any document upon which the expert has relied in such a report.

19.4. Unless the Parties agree otherwise, if the Tribunal considers it necessary or at the request of any Party, an expert appointed under this Article 19 shall, after delivery of his or her written report, participate in a hearing for oral examination by the Parties.

ARTICLE 20. ADDITIONAL POWERS OF THE TRIBUNAL

20.1. Unless the Parties agree otherwise, in addition to the powers mentioned in these Rules and unless prohibited by the mandatory rules of law applicable to the arbitration, the Tribunal shall have the authority and powers to:

- a) Order any Party to make any documents, goods, property, site or any other thing under such Party's control available for inspection by the Tribunal, any other Party, any expert to such Party and any expert to the Tribunal, and order any Party or person to give evidence in any form;

- b) Order the preservation, storage, sale or disposal of any property or item, which is or forms part of the subject matter of the dispute, and to direct any Party to take or refrain from taking actions to avoid dissipation of assets by a Party or otherwise rendering any Award ineffectual;
- c) Order for the reimbursement of unpaid deposits towards the arbitration costs;
- d) Order any Party to provide security for legal and other costs and for all or part of any amount in dispute in the arbitration;
- e) Proceed with arbitration despite any Party's failure or refusal to comply with these Rules or with the Tribunal's orders and directions or any Award;
- f) Sanction any Party in relation to its failure or refusal to comply with these Rules or with the Tribunal's orders or directions or any partial Award or to attend any meeting or hearing. Sanctions referred herein may be in the form of ordering the costs against a part, drawing adverse inferences and/or any other measure necessary to fulfill duties required from the Tribunal under these Rules;
- g) Make a determination on any issue not expressly or impliedly raised in the submissions of a Party, if such issue has been clearly brought to the notice of the other Party, and that other party has been given adequate opportunity to respond to it;
- h) Decide on the law applicable to the arbitral proceedings;
- i) Decide on any claim of legal and other privilege;
- j) Order simple or compound interest on any amount, which is the subject of the arbitration, at such rates as the Parties may have agreed or, in the absence of such agreement, as the Tribunal determines to be appropriate, in respect of any period which the Tribunal determines to be appropriate ;
- k) Even where the time limit has expired, to abridge or extend any period of time prescribed under these Rules or by its directions;
- l) Make such enquiries as the Tribunal deems necessary or expedient;
- m) Order compliance with any legal obligation, payment of compensation for breach of any legal obligation, order specific performance of any contract, the correction or rectification of any contract, subject to the law governing such contract;
- n) Order the discontinuance of the arbitral proceedings if it appears to the Tribunal that the arbitration has been abandoned by the Parties or all claims including any counterclaims, set-off claims and cross-claims have been withdrawn by the Parties, provided that no Party has raised an objection in writing to the Tribunal to such discontinuance upon receipt of the Tribunal's notification to agree or to object to such discontinuance.

ARTICLE 21 – JURISDICTION OF THE ARBITRAL TRIBUNAL

21.1. If any Party raises one or more pleas concerning the existence, validity or scope of the arbitration agreement, before the Tribunal is constituted, the HKIAC shall decide if it is prima facie satisfied that an arbitration agreement under these Rules may exist. If the HKIAC is not so satisfied, the Parties shall be notified that the arbitration cannot proceed. The decision of the HKIAC that the arbitration agreement under these Rules may exist is without prejudice to the Tribunal's power to rule on its own jurisdiction.

21.2. The Tribunal shall have the power to rule on its jurisdiction, including any allegations as to the existence, validity or scope of the arbitration agreement. For the purposes of Article 21 of these Rules, an arbitration agreement which forms part of an underlying contract, and which provides for arbitration under these Rules, shall be treated as an agreement independent of the other terms of the contract. A decision by the Tribunal that the contract is null and void shall not necessarily entail the invalidity of the arbitration agreement, and the Tribunal shall not cease to have jurisdiction by reason of any allegation that the underlying contract is non-existent, cancelled, rescinded, terminated and/or null and void.

21.3. A plea that the Tribunal does not have jurisdiction shall be raised not later than in the Statement of Defence, and with respect to a counterclaim, in a Statement of Defence to the Counterclaim.

21.4. A plea that the Tribunal is exceeding the scope of its jurisdiction shall be raised 15 days after the matter alleged to be beyond the scope of its jurisdiction arises during the arbitral proceedings.

21.5. A Party is not precluded from raising such a plea under Article 21.3 and Article 21.4 by the fact that it has nominated, or participated in the nomination of an arbitrator.

21.6. The Tribunal may either rule on a plea concerning its jurisdiction as a preliminary question or in the final Award on the merits.

ARTICLE 22. INTERIM MEASURES AND EMERGENCY RELIEF

22.1. Subject to any mandatory rules of the applicable procedural law, at the request of the Party, the Tribunal may issue any provisional measures it deems necessary, including issuing an order or an Award granting an injunction and any other interim and conservatory measures of protection it deems appropriate. The Tribunal may make the granting of such measures subject to appropriate security being furnished by the requesting Party.

22.2. A Party may apply for urgent interim or conservatory relief ("Emergency Relief") prior to the constitution of the Tribunal, pursuant to the provisions of Schedule 1.

22.3. A request to a competent judicial authority for provisional or conservatory measures, or for security for the claim or counterclaim, or for the implementation of any such measures or orders granted by the Tribunal, prior to the constitution of the Tribunal, or in exceptional circumstances thereafter, shall not be deemed incompatible with these Rules or a waiver of the arbitration agreement. Any such request and any measures taken by a competent judicial authority must be notified without delay to the TIAC Secretariat and the Tribunal once constituted.

ARTICLE 23. APPLICABLE LAW, AMIABLE COMPOSITEUR AND EX AEQUO ET BONO

23.1. The Tribunal shall decide the dispute in accordance with the law(s) or rules of law chosen by the Parties as applicable to the substance of their dispute. If and to the extent that the Tribunal determines that the Parties have made no such choice, the Tribunal shall apply the law(s) or rules of law which it considers to be most appropriate.

23.2. Any designation of the law of a given state shall be construed, unless otherwise expressed, as directly referring to the substantive law of that state and not to its conflict of laws rules.

23.3. The Tribunal shall decide as amiable compositeur or ex aequo et bono only if the Parties have expressly authorised the Tribunal to do so.

23.4. In all cases, the Tribunal shall decide the dispute having due regard to the terms of the contract and taking into account applicable trade usages.

ARTICLE 24. AWARD

24.1. The Tribunal shall declare the proceedings closed when it is satisfied that the Parties have had an adequate opportunity to present their submissions and evidence. The Tribunal's declaration that the proceedings are closed shall be communicated to the Parties and to the TIAC Secretariat.

24.2. The Tribunal may, if it considers it necessary due to exceptional circumstances, decide on its own initiative or upon application of a Party before any Award is made, to re-open the proceedings it declared closed. The Tribunal's declaration that the proceedings are re-opened shall be communicated to the Parties and to the TIAC Secretariat. The Tribunal shall close any re-opened proceedings in accordance with Article 24.1.

24.3. Unless the HKIAC extends the period of time or unless otherwise agreed by the Parties, the Tribunal shall submit the draft Award to the HKIAC not later than 30 days from the date on which the Tribunal declares the proceedings closed. The HKIAC may, as soon as practicable, lay down any modifications as to the form of the Award and, without affecting the Tribunal's liberty of decision, draw the Tribunal's attention to points of substance. No Award shall be made by the Tribunal until it has been approved by the HKIAC as to its form.

24.4. The Award shall be in writing and shall state the reasons upon which it is based unless the Parties have agreed that no reasons are to be provided and the applicable procedural law does not require the inclusion of such reasons.

24.5. Where an arbitrator refuses to cooperate in the making of the Award, having been given a reasonable opportunity to do so, the remaining arbitrators may proceed in her/his absence, taking into account, inter alia, the stage of the arbitration, any explanation provided by the absent arbitrator for his/her refusal to participate and the effect, if any, upon the enforceability of the Award issued in the absence of a non-compliant arbitrator. The non-compliant arbitrator may provide comments on the matter separately. The remaining arbitrators shall provide written notice of such refusal or failure to the TIAC Secretariat, the Parties and the absent arbitrator. If the remaining arbitrators decide to proceed without an absent arbitrator, they shall explain in any Award made the reasons for proceeding.

24.6. Unless the Parties agree otherwise, where there is more than one arbitrator, any order or other decision of the Tribunal may be made by a majority. If there is no majority, the Award shall be made solely by the presiding arbitrator.

24.7. The Award shall be delivered to the TIAC Secretariat, who shall transmit certified copies to the Parties upon full settlement of the arbitration costs.

24.8. If before a final decision on all merits is made, the Parties agree on a settlement of the dispute, the Tribunal shall terminate the arbitration upon full settlement of the costs of the arbitration. If requested jointly by the Parties, the Tribunal may record the settlement in the form of a termination

order or consent Award. Such Award shall contain a statement that it is an Award made by the Parties' consent.

24.9. All Awards shall be made in writing and shall be binding on the Parties. By agreeing to arbitrate their dispute under the Rules, the Parties undertake to comply with any Award immediately and without any delay. The Parties also waive irrevocably their right to any form of appeal, review or recourse to any state court or other judicial authority, insofar as such waiver may be validly made.

24.10. The Award, in its full or the redacted form, may be made public with the consent of the Parties.

ARTICLE 25. CORRECTION OF THE AWARDS, INTERPRETATION OF AWARDS AND ADDITIONAL AWARDS

25.1. Within 30 days of receipt of the Award, a Party may, by written notice to the Tribunal with a copy to the TIAC Secretariat and the other Party, request the Tribunal to give an interpretation of the Award, correct any error in computation, any clerical or typographical error or any other error of similar nature. If the Tribunal considers the request to be justified, it shall provide its interpretation or correction, within 30 days of receipt of the request. Any interpretation, which shall take the form of a supplemental award, is deemed to be part of the final Award. The Tribunal may correct any error of the type mentioned in this Article 25.1 on its own initiative within 30 days of the date of the Award.

25.2. Within 30 days of receipt of the Award, a Party may, by written notice to the Tribunal with a copy to the TIAC Secretariat and the other party, request the Tribunal to make an additional Award in respect of claims or counterclaims presented in the arbitration but not dealt with in any award. Before deciding on the request, the Tribunal shall give the Parties an opportunity to be heard. If the Tribunal considers the request to be justified, it shall, wherever reasonably possible, make the additional Award within 45 days of receipt of the request. The additional Award is deemed to be part of the final Award.

25.3. The HKIAC may, if necessary, extend the period of time within which the Tribunal shall make a correction of an Award, interpretation of an Award or an additional Award under this Article 25.

25.4. The provisions of Article 24 apply *mutatis mutandis* in relation to a correction of an Award, interpretation of an Award and to any additional Award made.

ARTICLE 26. FEES AND DEPOSITS

26.1. The costs of the arbitration shall include the Tribunal's fees and TIAC's and HKIAC's fees, which shall be ascertained in accordance with the Fees Schedule in force at the time of commencement of the arbitration, and, if applicable, the costs of any expert or administrative secretary appointed by the Tribunal. All costs of arbitration are payable to and are to be held by the TIAC Secretariat. The Parties may agree to alternative methods for determining the Tribunal's fees prior to the constitution of the Tribunal, and in such case, they shall inform the TIAC Secretariat of the applicable method within 30 days of the date on which the Respondent receives the Request of Arbitration. If the Parties fail to agree on the applicable method, the Tribunal's fees and expenses

shall be determined in accordance with the Fees Schedule in force at the time of commencement of the arbitration.

26.2. The HKIAC shall fix the amount of deposits payable towards the costs of the arbitration. Unless the HKIAC directs otherwise, the amount of deposits shall be payable in equal shares by the Claimant and Respondent. If either Party fails to pay its share, the other Party at the request of the TIAC Secretariat shall substitute the other Party's share.

26.3. The HKIAC may fix separate deposits on costs for claims and counterclaims, respectively.

26.4. Where the amount of the claim or the counterclaim is not quantifiable at the time payment is due, an estimate of the costs of the arbitration shall be made by the HKIAC, taking into account the nature of the dispute and the circumstances of the case. This estimate may be adjusted by the HKIAC in view of the claim value that may subsequently become available.

26.5. The Parties are jointly and severally liable for the arbitration costs.

26.6. If a Party fails to pay the deposits notified by the TIAC Secretariat either wholly or in part:

a. the arbitration may be suspended, in whole or in part; and

b. the TIAC Secretariat may, after consultation with the Tribunal (if constituted), set a time limit, on the expiry of which the claims or counterclaims shall be considered as withdrawn, without prejudice to the Party reintroducing the same claims or counterclaims in another proceeding.

ARTICLE 27. LEGAL AND OTHER COSTS

27.1. By arbitrating under these Rules, the Parties agree that the Tribunal shall have the powers and authority to order that all or a part of the legal or other costs of a Party be paid by another Party.

ARTICLE 28. EXCLUSION OF LIABILITY

28.1. Any arbitrator, any Emergency Arbitrator, administrative secretary and tribunal-appointed expert, the TIAC (including its officers, Members of the TIAC Secretariat and all other TIAC employees) and HKIAC, shall not be liable to any Party and to any person for any negligence, act or omission in connection with any arbitration administered by TIAC in accordance with these Rules.

28.2 After the Award has been made and all possibilities of additional Award have lapsed or been exhausted, neither TIAC (including its officers, Members of the TIAC Secretariat and employees) and HKIAC, nor any arbitrator, Emergency Arbitrator, administrative secretary or tribunal-appointed expert shall be under any legal obligation to make any statement to any person about any matter concerning the arbitration; nor shall any Party seek to make any of these bodies or persons mentioned above a witness in any legal or other proceedings arising out of the arbitration administered under these Rules.

ARTICLE 29. CONFIDENTIALITY

29.1. Unless all Parties expressly agree in writing to the contrary and subject to Article 24.10, the Parties, any arbitrator, including any Emergency Arbitrator, and any person appointed by the Tribunal, including any administrative secretary to the Tribunal and any expert shall keep confidential all Awards and orders in their arbitration, together with the existence of the arbitration, all materials in the proceedings created for the purpose of the arbitration and all other documents

produced by another Party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required:

- a) to enforce or challenge the award or the Emergency Arbitrator decision;
- b) to protect or pursue a legal right or interest of the Party;
- c) to comply with the provisions of the laws of any jurisdiction, which are binding on the Party making the disclosure;
- d) to any government body, regulatory body, court or tribunal where the Party is obliged by law to disclose the above mentioned information; or
- e) pursuant to the order of or a subpoena issued by a court of competent jurisdiction;
- f) to a person for the purposes of having, or seeking, third party funding of arbitration.
- g) to a professional or any other adviser of any of the Parties, including any actual or potential witness or expert;
- h) for the purpose of any request under Article 7 and Article 8.

29.2. The deliberations of the Tribunal are confidential.

29.3. The Tribunal has the authority to take appropriate measures and sanction a Party through an order or an Award, if a Party breaches the duties contained in this Article.

ARTICLE 30. THIRD PARTY FUNDING

30.1. If a funding agreement is made, the Party that has entered into such funding agreement shall communicate a written notice to all other Parties, the Tribunal, any Emergency Arbitrator and the TIAC Secretariat, of the existence of the third-party funding agreement and the details of the identity of the funder.

ARTICLE 31. MISCELLANEOUS

31.1. Unless otherwise specified in these Rules or otherwise decided by the HKIAC, the decisions of the HKIAC and the TIAC Secretariat on all matters relating to an arbitration shall be final and binding upon the Parties and the Tribunal.

31.2. Unless the HKIAC decides otherwise, the HKIAC or the TIAC Secretariat shall not be required to provide reasons for any decision made under these Rules. Neither provision under these Rules prevents TIAC or the HKIAC from publishing 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 the HKIAC. In the case of an objection, the award shall not be published.

31.3. A Party, which knows or must have known that any provision of, or requirement arising under, the Rules, the arbitration agreement or other rules applicable to the proceedings, or any direction given by the Tribunal, has not been complied with and yet proceeds with the arbitration without

promptly raising an objection to such non-compliance, shall be deemed to have irrevocably waived its right to object.

31.4. In all matters not expressly provided for in these Rules, the HKIAC, the TIAC Secretariat, the Tribunal, Emergency Arbitrator and the Parties shall act in the spirit of these Rules.

ARTICLE 32. EXPEDITED PROCEEDINGS

32.1. Prior to the full constitution of the Tribunal, a Party may file an application with the TIAC Secretariat for the arbitral proceedings to be conducted on an expedited basis under this Article 32, provided that any of the following requirements is satisfied:

- a) the amount in dispute is below USD 3,000,000 (exclusive of interest and legal representation costs); or
- b) the Parties expressly agree; or
- c) In case of exceptional urgency.

32.2. Where the HKIAC decides that the arbitration proceedings shall be conducted in accordance with this Article 32 of the Rules, after considering the Parties' views and the circumstances of the case, the following procedure shall apply:

- a) The HKIAC or the TIAC Secretariat may abridge any time limits under the Rules as deemed appropriate;
- b) The case shall be referred to a sole arbitrator, unless the Parties agree otherwise;
- c) The dispute may be decided on the basis of documents only, unless the Tribunal decides otherwise after consultation with the Parties;
- d) The award shall be made within 6 months from the transfer of file to the Tribunal, unless extended by the HKIAC on exceptional grounds.
- e) The reasoning in the final Award may be stated by the Tribunal in summary form, unless the Parties have expressly agreed otherwise.

32.3. Upon application by a Party, and after giving the other Party the opportunity to be heard, the Tribunal may issue an order declaring that the arbitral proceedings shall no longer be conducted under this Article. In reaching this decision, the Tribunal shall have regard to any further information as may subsequently become available. If the Tribunal grants an application under this Article 32.3, the arbitration shall proceed with the same Tribunal that was constituted to conduct the arbitration under Article 32.

ARTICLE 33. EARLY DETERMINATION

33.1 A Party may request the Tribunal to decide one or more points of law or fact by way of early determination procedure on the basis that such points of law or fact are manifestly without legal merit or are manifestly outside the jurisdiction of the Tribunal.

33.2. Any Party making the request for early determination procedure shall simultaneously communicate the request and any supporting documentation to the Tribunal, the TIAC Secretariat and all other Parties and include in detail the facts and legal basis supporting the request.

33.3. The Tribunal shall issue the decision within 30 days from the date of filing the request, either dismissing the request or allowing the request to proceed, in whole or in part, under this Article 33 of the Rules after providing all Parties the opportunity to be heard.

33.4. If the decision is made to allow the request, the Tribunal shall make its order or Award on the relevant points of law or fact with reasons, which may be in summary form. Such order or Award shall be made within 60 days from the date the request was filed, unless extended by agreement of the Parties or the HKIAC.

33.5. Prior to the determination by the Tribunal of the request under this Article 33 of the Rules, the Tribunal may decide whether and to what extent the arbitration shall proceed.

SCHEDULE 1

Schedule 1 – Emergency Arbitration

1.1. A party in need of emergency relief may concurrent with, prior to or following the filing of the Request for Arbitration, but prior to the constitution of the Tribunal, make an application to the TIAC Secretariat for emergency interim relief, and such application shall also be notified to all other Parties. If the application is submitted prior to the constitution of the Tribunal, the emergency arbitration procedure shall be terminated if the Request for Arbitration has not been submitted by the applicant to HKIAC within seven days of HKIAC's receipt of the application under this Schedule 1, unless the Emergency Arbitrator extends this time limit.

1.2. Such application for emergency interim relief shall include:

- a) the nature of the relief sought and the reasons why such relief is required on an emergency basis;
- b) comments on the language, the seat of the emergency relief proceedings, and the applicable law
- c) the existence of any funding agreement and the identity of any third party funder.
- d) a statement certifying that all other Parties have been notified or an explanation of the measures taken to notify the other Parties.

The application shall also be accompanied by the payment of a non-refundable filing fee and the requisite deposits under these Rules towards the Emergency Arbitrator's fees pursuant to the Fee Schedule.

1.3. The HKIAC shall, if it decides to accept the application, seek to appoint an Emergency Arbitrator within 3 business days of receipt by the TIAC Secretariat of such application and payment of the filing fee and the deposits.

1.4. Before appointment, a prospective Emergency Arbitrator shall disclose to the TIAC Secretariat any circumstances which may give rise to reasonable doubts as to her/his impartiality or independence. Any challenge to the Emergency Arbitrator once appointed must be made within 2 business days of the communication by the TIAC Secretariat to the Parties of the appointment and the circumstances disclosed.

1.5. If an Emergency Arbitrator dies or has been otherwise removed or has resigned, the HKIAC shall seek to appoint a substitute Emergency Arbitrator within 3 business days. If an Emergency Arbitrator resigns or a Party agrees to terminate the appointment of an Emergency Arbitrator under this Article 1.5 of Schedule 1, no acceptance of the validity of any ground referred to in Article 11.1 of the Rules shall be implied. If the HKIAC replaces the Emergency Arbitrator, the proceedings under the Schedule 1 shall resume at the stage, where the HKIAC issued the decision to replace the Emergency Arbitrator, or where the Emergency Arbitrator ceased to perform his or her functions, unless the substitute Emergency Arbitrator decides otherwise.

1.6. An Emergency Arbitrator shall not act as an arbitrator in any future arbitral proceedings relating to the dispute, unless agreed otherwise by the Parties.

1.7. If the Parties have agreed on the seat of the arbitration, such seat shall be the seat of the proceedings for emergency interim relief. Where the Parties have not agreed on the seat of arbitration, the seat of the arbitration shall be determined by the Emergency Arbitrator, having regard to all the circumstances of the case.

1.8. The Emergency Arbitrator shall as soon as practicable establish a schedule for consideration of the application for emergency relief. Such schedule shall allow each Party a reasonable opportunity to be heard, but may provide for proceedings by tele or video conference or on written submissions as alternatives to an in-person hearing. The Emergency Arbitrator shall have the powers to rule on jurisdictional objections and other powers the Tribunal has under the Rules.

1.9. The Emergency Arbitrator shall have the power to order or award any interim relief deemed necessary. Article 22.1 of the Rules shall apply, *mutatis mutandis*, to any emergency relief granted by the Emergency Arbitrator. The Emergency Arbitrator shall reason all orders, decisions or Awards in writing, in summary form or in detail as he or she deems appropriate.

1.10. Any decision, order or Award of the Emergency Arbitrator on the application under this Schedule 1 shall be made within 15 days from the date on which TIAC Secretariat transmitted the case file to the Emergency Arbitrator. The HKIAC shall supervise the TIAC Secretariat in reviewing the drafts of any decision, order or Award issued by the Emergency Arbitrator.

1.11. Any decision, order or Award by the Emergency Arbitrator shall be binding on the Parties. By agreeing to arbitrate their dispute under the Rules, the Parties undertake to comply with any such decision, order or Award by the Emergency Arbitrator immediately and without any delay. The Parties also waive irrevocably their right to any form of appeal, review or recourse to any state court or other judicial authority, insofar as such waiver may be validly made.

1.12. The Emergency Arbitrator may conduct the proceedings in such a manner as the Emergency Arbitrator deems appropriate, considering the urgency inherent in the proceedings under this Schedule 1 and allowing each Party a reasonable opportunity to be heard.

1.13. Any decision, order or Award of the Emergency Arbitrator may fix and apportion the costs of the Emergency Relief proceedings, subject to the power of the Tribunal to fix and apportion finally such costs.

1.14. The Emergency Arbitrator shall have no powers to act after the Tribunal is constituted. The Tribunal may reconsider, modify or vacate the decision, order or Award issued by the Emergency Arbitrator. The Tribunal is not bound by the reasons given by the emergency arbitrator. Any decision, order or Award issued by the Emergency Arbitrator shall cease to be binding if the Tribunal is not constituted within 90 days of such decision, order or Award of the Emergency Arbitrator or when the Tribunal makes a final award or if the claim is withdrawn.