

P.R.I.M.E. Finance Arbitration Rules*

Section I. Introductory rules

Scope of application

Article 1

1. Where parties have agreed that disputes between them in respect of a defined legal relationship, whether contractual or not, shall be referred to arbitration by P.R.I.M.E. Finance or under the P.R.I.M.E. Finance Arbitration Rules, then such disputes shall be settled in accordance with these Rules subject to such modification as the parties may agree.
2. These Rules shall govern the arbitration except that where any of these Rules is in conflict with a provision of the law applicable to the arbitration from which the parties cannot derogate, that provision shall prevail.
3. P.R.I.M.E. Finance may, at any time, amend these Rules. Such amendments have no effect with regard to arbitrations that have already been commenced, unless the parties explicitly agree otherwise.

Notice and calculation of periods of time

Article 2

1. A notice, including a notification, communication or proposal, may be transmitted by any means of communication that provides or allows for a record of its transmission.
2. If an address has been designated by a party specifically for this purpose or authorized by the arbitral tribunal, any notice shall be delivered to that
_____ party

* These P.R.I.M.E. Finance Arbitration Rules are a modified version of the UNCITRAL Arbitration Rules (as revised in 2010).

at that address, and if so delivered shall be deemed to have been received. Delivery by electronic means such as facsimile or e-mail may only be made to an address so designated or authorized.

3. In the absence of such designation or authorization, a notice is:
 - (a) Received if it is physically delivered to the addressee; or
 - (b) Deemed to have been received if it is delivered at the place of business, habitual residence or mailing address of the addressee.
4. If, after reasonable efforts, delivery cannot be effected in accordance with paragraphs 2 or 3, a notice is deemed to have been received if it is sent to the addressee's last-known place of business, habitual residence or mailing address by registered letter or any other means that provides a record of delivery or of attempted delivery.
5. A notice shall be deemed to have been received on the day it is delivered in accordance with paragraphs 2, 3 or 4, or attempted to be delivered in accordance with paragraph 4. A notice transmitted by electronic means is deemed to have been received on the day it is sent, except that a notice of arbitration so transmitted is only deemed to have been received on the day when it reaches the addressee's electronic address.
6. For the purpose of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice is received. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Official holidays or non-business days occurring during the running of the period of time are included in calculating the period.

Expedited proceedings

Article 2a

The parties may agree to shorten time lines set out in these Rules. If the parties have agreed upon shortened time lines, the shortened time lines shall only become



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effective after approval by the arbitral tribunal. The arbitral tribunal will communicate its approval, or refusal thereof, within 7 days of the parties' submissions, notwithstanding the arbitral tribunal's inherent discretion to suggest reasonable modifications of the parties' agreed time line.

Notice á arbitration, filing and administrative fees

Article 3

1. The party or parties initiating recourse to arbitration (the “claimant”) shall file with P.R.I.M.E. Finance a notice of arbitration. The notice of arbitration shall be filed in a number of copies sufficient to provide one copy for each arbitrator, for each party other than the claimant and for P.R.I.M.E. Finance. P.R.I.M.E. Finance shall then notify the claimant of the receipt of the notice of arbitration and the date of such receipt, and transmit to the counter-party (the "respondent") a copy of the notice of arbitration including the date of receipt, together with an invitation to submit a response to the notice of arbitration.
2. Arbitral proceedings shall be deemed to commence on the date on which the notice of arbitration is received by P.R.I.M.E. Finance.
3. 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) A brief description of the claim and an indication of the amount involved, if any;
 - (f) The relief or remedy sought;
 - (g) A proposal as to the number of arbitrators, language and place of arbitration, if the parties have not previously agreed thereon.

4. The notice of arbitration may also include:
 - (a) A proposal for the appointing authority referred to in article 6, paragraph 1;
 - (b) A proposal for the appointment of a sole arbitrator referred to in article 8, paragraph 1;
 - (c) Notification of the appointment of an arbitrator referred to in article 9 or 10.

5. 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.

6. Upon filing the notice of arbitration, the claimant shall pay a registration fee
as prescribed in Annex E ("Schedule of institutional costs") in force on the date when the notice of arbitration is filed. If the registration fee is not paid upon filing the notice of arbitration, P.R.I.M.E. Finance shall not proceed with the arbitration and the arbitration shall be treated as not having been commenced without prejudice to any right of the claimant to submit the same claims at a later date in another notice of arbitration.

7. As soon as possible after the filing of the notice of arbitration, P.R.I.M.E. Finance shall send a notice to the claimant requesting the payment for administrative costs in accordance with Annex E in force on the date when the notice of arbitration is filed. Within 7 days of the receipt of such notice, the claimant shall remit to P.R.I.M.E. Finance the payment of administrative costs required by P.R.I.M.E. Finance. In the event that the claimant fails to make the payment as requested, P.R.I.M.E. Finance may fix a time limit within which the claimant must comply, failing which the file will be closed without prejudice to any right of the claimant to submit the same claims at a later date in another notice of arbitration.

Response to the notice of arbitration

Article 4



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1. Unless otherwise indicated by P.R.I.M.E. Finance, the response to the notice of arbitration shall be filed with P.R.I.M.E. Finance in a number of copies sufficient to provide one copy for each arbitrator, for each party other than the respondent and for P.R.I.M.E. Finance within 30 days of the date of the invitation to submit a response to the notice of arbitration, and 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 3, paragraphs 3 (c) to (g).

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 6, paragraph 1;
 - (c) A proposal for the appointment of a sole arbitrator referred to in article 8, paragraph 1;
 - (d) Notification of the appointment of an arbitrator referred to in article 9 or 10;
 - (e) A brief description of counterclaims or claims for the purpose of a set-off, if any, including where relevant, an indication of the amounts involved, and the relief or remedy sought;
 - (f) A notice of arbitration in accordance with article 3 in case the respondent formulates a claim against a party to the arbitration agreement other than the claimant.

3. 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.

4. P.R.I.M.E. Finance shall send a copy of the response to the notice of arbitration of the respondent to the claimant.

Representation and assistance

Article 5

Each party may be represented or assisted by persons chosen by it. The names and addresses of such persons must be communicated to P.R.I.M.E. Finance, all other parties and 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.

Appointing authorities

Article 6

1. If the parties have not otherwise agreed on the choice of an appointing authority by the time of commencement of the arbitration, any party may request the Secretary-General of the PCA to act as the appointing authority.
2. In exercising their functions under these Rules, 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 the appointing authority shall also be provided by the sender to all other parties and P.R.I.M.E. Finance.
3. When the appointing authority is requested to appoint an arbitrator pursuant to articles 8, 9, 10 or 14, 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.
4. The appointing authority shall have regard to such considerations as are likely to secure the appointment of an independent and impartial arbitrator and shall take into account the advisability of appointing an arbitrator of a nationality other than the nationalities of the parties.

Section II. Composition of the arbitral tribunal

Number of arbitrators

Article 7

1. If the parties have not previously agreed on the number of arbitrators, and if, within 30 days after the receipt by P.R.I.M.E. Finance of the notice of arbitration the parties have not agreed that there shall be only one arbitrator, three arbitrators shall be appointed.
2. Notwithstanding paragraph 1, if no other parties have responded to a party's proposal to appoint a sole arbitrator within the time limit provided for in paragraph 1 and the party or parties concerned have failed to appoint a second arbitrator in accordance with article 9 or 10, the appointing authority may, at the request of a party, appoint a sole arbitrator pursuant to the procedure provided for in article 8, paragraph 2, if it determines that, in view of the circumstances of the case, this is more appropriate.

Appointment of arbitrators

Article 8

1. If the parties have agreed that a sole arbitrator is to be appointed, the sole arbitrator shall be jointly appointed by the parties from P.R.I.M.E. Finance's list of approved arbitrators. If, within 30 days after receipt by all other parties, and P.R.I.M.E. Finance, 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 the appointing authority.
2. The 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



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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 9

1. If three arbitrators are to be appointed, each party shall appoint one arbitrator from P.R.I.M.E. Finance's list of approved arbitrators. The two arbitrators thus appointed shall choose the third arbitrator from P.R.I.M.E. Finance's list of approved arbitrators, which third arbitrator will act as the presiding arbitrator of the arbitral tribunal.
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 the first party of the arbitrator it has appointed, the first party may request the appointing authority to appoint the second arbitrator from P.R.I.M.E. Finance's list of approved arbitrators.
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 the appointing authority in the same way as a sole arbitrator would be appointed under article 8.

Article 10

1. For the purposes of article 9, 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 from P.R.I.M.E. Finance's list of approved arbitrators.
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.
3. In the event of any failure to constitute the arbitral tribunal under these Rules, the appointing authority shall, at the request of any party, constitute the arbitral tribunal from P.R.I.M.E. Finance's list of approved arbitrators 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 11

When a person is approached in connection with his or her possible appointment as an arbitrator, he or she shall disclose any circumstances likely to give rise to justifiable doubts as to his or her impartiality, independence or availability. An arbitrator, from the time of his or her appointment and throughout the arbitral proceedings, shall without delay disclose any such circumstances to the parties and the other arbitrators unless they have already been informed by him or her of these circumstances.

Article 12

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

* Model statements of independence pursuant to article 11 can be found as Annex B to the Rules.



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

Article 13

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 11 and 12 became known to that party.
2. The notice of challenge shall be communicated to all other parties, to P.R.I.M.E. Finance, to the arbitrator who is challenged and to the other arbitrators. The notice of challenge shall state the reasons for the challenge.
3. When an arbitrator has been challenged by a party, 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.
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 the appointing authority.

Replacement of an arbitrator

Article 14

1. Subject to paragraph 2, 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 8 to

11 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.

2. 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, the 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 15*

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 16

Save for intentional wrongdoing, the parties waive, to the fullest extent permitted under the applicable law, any claim against the arbitrators, the appointing authority, P.R.I.M.E. Finance and any person appointed by the arbitral tribunal based on any act or omission in connection with the arbitration.

Communication between the parties, the appointing authority and P.R.I.M.E. Finance

Article 16a

1. All communications to and from the appointing authority shall be copied to all other parties and to P.R.I.M.E. Finance at the same time.
2. When P.R.I.M.E. Finance receives notice from the appointing authority of the appointment of the arbitrator(s), P.R.I.M.E. Finance shall proceed to transmit the arbitration file to the arbitral tribunal.

Section III. Arbitral proceedings

General provisions

Article 17

1. Subject to these Rules, the arbitral tribunal may conduct the arbitration in such manner as it considers appropriate, provided that 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.
2. 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.
3. 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.

4. All communications to the arbitral tribunal by one party shall be communicated by that party to all other parties and P.R.I.M.E. Finance. 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.
5. 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.

Place of arbitration

Article 18

1. If the parties have not previously agreed on the place of arbitration, the place of arbitration shall be determined by the arbitral tribunal having regard to the circumstances of the case. The award shall be deemed to have been made at the place of arbitration.
2. The arbitral tribunal may meet at any location it considers appropriate for deliberations. Unless otherwise agreed by the parties, the arbitral tribunal may also meet at any location it considers appropriate for any other purpose, including hearings.

Language

Article 19

1. The parties may determine the language or languages of the proceedings. In the absence of 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.

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 á claim

Article 20

1. The claimant shall communicate its statement of claim in writing to the respondent, to each of the arbitrators and P.R.I.M.E. Finance within a period of time to be determined by the arbitral tribunal. The claimant may elect to treat its notice of arbitration referred to in article 3 as a statement of claim, provided that the notice of arbitration also complies with the requirements of paragraphs 2 to 4 of this article.
2. The statement of claim shall include the following particulars:
 - (a) The names and contact details of the parties;
 - (b) A statement of the facts supporting the claim;
 - (c) The points at issue;
 - (d) The relief or remedy sought;
 - (e) The legal grounds or arguments supporting the claim.
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.
4. The statement of claim should, as far as possible, be accompanied by all documents and other evidence relied upon by the claimant, or contain references to them.



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Statement of defence

Article 21

1. The respondent shall communicate its statement of defence in writing to the claimant, to each of the arbitrators and to the P.R.I.M.E. Finance 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 4 as a statement of defence, provided that the response to the notice of arbitration also complies with the requirements of paragraph 2 of this article.
2. The statement of defence shall reply to the particulars (b) to (e) of the statement of claim (article 20, paragraph 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.
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.
4. The provisions of article 20, paragraphs 2 to 4, shall apply to a counterclaim, a claim under article 4, paragraph 2 (f), and a claim relied on for the purpose of a set-off.
5. If a counterclaim is filed, even if it is a provisional counterclaim, the respondent shall pay a registration fee as prescribed in Annex E in force on the date when the counterclaim is filed upon filing the counterclaim. If the registration fee is not paid upon filing the counterclaim, the arbitral tribunal will not take account of the counterclaim without prejudice to the right of the respondent to submit the same counterclaim at a later date, complying with the time deadlines set out in these Rules.

6. If the respondent files a counterclaim, even if it is a provisional counterclaim, administration costs shall be paid by the respondent in accordance with Annex E in force on the date when the counterclaim is filed. As soon as possible after the filing of the counterclaim, P.R.I.M.E. Finance shall send a notice to the respondent requesting the advance payment on administrative costs as required by P.R.I.M.E. Finance. Within 7 days of the receipt of such notice, the respondent shall remit to P.R.I.M.E. Finance the advance payment on administrative costs required by P.R.I.M.E. Finance. In the event that the respondent fails to make the payment as requested, P.R.I.M.E. Finance may fix a time limit within which the respondent must comply, failing which the counterclaim will be considered abandoned without prejudice to the right of the respondent to submit the same counterclaim at a later date, complying with the time deadlines set out in these Rules.

Amendments to the claim or defence

Article 22

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.

Pleas as to the jurisdiction á the arbitral tribunal

Article 23

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.

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.
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 24

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 25

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 26

1. The arbitral tribunal may, at the request of a party, grant interim measures if it finds that it has prima facie jurisdiction to decide the claim.
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.
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.
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.

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

Emergency arbitral proceedings

Article 26a

1. A party in need of (an) urgent provisional measure(s) that cannot await the constitution of the arbitral tribunal pursuant to section II may make an application for such measure(s) in accordance with the present provision and the emergency arbitration rules as set out in Annex C to these Rules (the "Emergency Arbitration Rules").
2. The decision on (the) emergency measure(s) shall be rendered by the emergency arbitrator in the form of an order (the "Order"). The parties undertake to comply with any Order made by the emergency arbitrator.

3. The Order shall not bind the arbitral tribunal with respect to any question, issue or dispute determined in the Order, and shall in no way prejudice a final decision of the arbitral tribunal on the merits of the case.
4. The arbitral tribunal shall decide upon any party's requests or claims related to the emergency arbitral proceedings, including the reallocation of the costs of such proceedings as set out in article 11 of the Emergency Arbitration Rules and any claims arising out of or in connection with the compliance or non-compliance with the Order.
5. The Emergency Arbitration Rules shall not apply if the parties have agreed to opt out of the Emergency Arbitration Rules.
6. By submitting to these Rules, the parties do not waive any right that they may have under the relevant applicable laws to submit a request for interim measures to a judicial authority. Article 26 paragraph 9 applies accordingly.

Referee arbitral proceedings

Article 26b

1. Any party in need of (an) urgent provisional measure(s) may make an application for such measure(s) in referee arbitral proceedings, as referred to in article 1051 paragraph 1 Dutch Code of Civil Procedure, in accordance with the present provision and the referee arbitral proceedings rules as set out in Annex D (the "Referee Arbitration Rules").
2. Article 26b and the Referee Arbitration Rules shall apply only if:
 - (i) the parties have agreed that the Referee Arbitration Rules shall apply; and
 - (ii) the place of arbitration is situated in the Netherlands.
3. The parties undertake to comply with any decision made by the referee arbitral tribunal.
4. The referee arbitral award is an arbitral award as referred to in article 1051 paragraph 3 of the Dutch Code of Civil Procedure. It shall in no way prejudice

a final decision of an arbitral tribunal on the merits of the case.

5. By submitting to these Rules, the parties do not waive any right that they may have under the relevant applicable laws to submit a request for interim measures to a judicial authority. Article 26 paragraph 9 applies accordingly.

Evidence

Article 27

1. Each party shall have the burden of proving the facts relied on to support its claim or defence.
2. Witnesses, including expert witnesses, who are presented by the parties or 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 anyway 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.
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.
4. The arbitral tribunal shall determine the admissibility, relevance, materiality and weight of the evidence offered.

Hearings

Article 28

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



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3. Hearings shall be held in camera 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.
4. The arbitral tribunal may direct that witnesses, including expert witnesses, be examined through means of telecommunication that do not require their physical presence at the hearing (such as videoconference).

Experts appointed by the arbitral tribunal

Article 29

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 the parties.
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.
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 the arbitral tribunal for decision.

4. Upon receipt of the expert's report, the arbitral tribunal shall communicate a copy of the report to the 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.
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 28 shall be applicable to such proceedings.

Default

Article 30

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.
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.

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 31

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.
2. 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.

Waiver of right to object

Article 32

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.

Section IV. The award

Decisions

Article 33

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.

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 34

1. The arbitral tribunal may make separate awards on different issues at different times.
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.
3. 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.
4. 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.
5. An award may be made public with the consent of all parties or where and to the extent disclosure is required of a party or of P.R.I.M.E. Finance by legal duty, to protect or pursue a legal right or in relation to legal proceedings before a court or other competent authority. P.R.I.M.E. Finance may include in its publications excerpts of the arbitral award or an order in anonymised form. P.R.I.M.E. Finance may publish an award or an order in its entirety, in anonymised form, under the condition that no party objects to such publication within one month after receipt of the award.
6. Copies of the award signed by the arbitrators shall be communicated to the parties by P.R.I.M.E. Finance on behalf of the arbitral tribunal.

Applicable law, *amiable compositeur*

Article 35

1. The arbitral tribunal shall apply the rules of law designated by the parties as applicable to the substance of the dispute. Failing such designation by the parties, the arbitral tribunal shall apply the law which it determines to be appropriate.
2. 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.
3. 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.

Settlement or other grounds for termination

Article 36

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.
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.
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 the parties and to P.R.I.M.E. Finance. Where an arbitral award on agreed terms is made, the provisions of article 34, paragraphs 2, 4 and 5, shall apply.

Interpretation of the award

Article 37

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.
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 34, paragraphs 2 to 6, shall apply.

Correction of the award

Article 38

1. Within 30 days after the receipt of the award, a party, with notice to the other parties, may 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.
2. The arbitral tribunal may within 30 days after the communication of the award make such corrections on its own initiative.
3. Such corrections shall be in writing and shall form part of the award. The provisions of article 34, paragraphs 2 to 6, shall apply.

Additional award

Article 39

1. Within 30 days after the receipt of the termination order or the award, a party, with notice to the other parties, may 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.
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.
3. When such an award or additional award is made, the provisions of article 34, paragraphs 2 to 6, shall apply.

Definition á costs

Article 40

1. The arbitral tribunal shall fix the costs of arbitration in the final award and, if it deems appropriate, in another decision.
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 41;
 - (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 fees;
 - (g) The administrative costs of P.R.I.M.E.;

- (h) Any fees and expenses of the appointing authority.
3. Before making the final award, the arbitral tribunal shall request P.R.I.M.E. Finance to finally determine the administrative costs. P.R.I.M.E. Finance shall finally determine the administrative costs in accordance with these Rules and Annex E.
 4. If the arbitration is terminated before the final award is made pursuant to article 36, P.R.I.M.E. Finance shall finally determine the administrative costs at its discretion, taking into account the stage attained by the arbitral proceedings, the applicable method of calculation of the administrative costs and any other relevant circumstances.
 5. The arbitral tribunal shall include in the final award or, as the case may be, in the order for the termination of the arbitral proceedings or in the arbitral award on agreed terms, the administrative costs as finally determined by P.R.I.M.E. Finance.
 6. In relation to interpretation, correction or completion of any award under articles 37 to 39, the arbitral tribunal may charge the costs referred to in paragraphs 2 (b) to (f), but no additional fees.
 7. The parties are jointly and severally liable to the arbitrator(s) and to P.R.I.M.E. Finance for the costs of arbitration.

Fees and expenses of arbitrators

Article 41

1. The fees and expenses of the arbitrators shall be reasonable in amount, taking into account the amount in dispute, the complexity of the subject matter, the time spent by the arbitrators and any other relevant circumstances of the case.
2. If there is an appointing authority and it applies or has stated that it will apply a schedule or particular method for determining the fees for arbitrators in international cases, the arbitral tribunal in fixing its fees shall

take that schedule or method into account to the extent that it considers appropriate in the circumstances of the case.

3. Promptly after its constitution, the arbitral tribunal shall inform the parties as to how it proposes to determine its fees and expenses, including any rates it intends to apply. Within 15 days of receiving that proposal, any party may refer the proposal to the appointing authority for review. If, within 45 days of receipt of such a referral, the appointing authority finds that the proposal of the arbitral tribunal is inconsistent with paragraph 1, it shall make any necessary adjustments thereto, which shall be binding upon the arbitral tribunal.
4.
 - (a) When informing the parties of the arbitrators' fees and expenses that have been fixed pursuant to article 40, paragraphs 2 (a) and (b), the arbitral tribunal shall also explain the manner in which the corresponding amounts have been calculated;
 - (b) Within 15 days of receiving the arbitral tribunal's determination of fees and expenses, any party may refer for review such determination to the appointing authority;
 - (c) If the appointing authority finds that the arbitral tribunal's determination is inconsistent with the arbitral tribunal's proposal (and any adjustment thereto) under paragraph 3 or is otherwise manifestly excessive, it shall, within 45 days of receiving such a referral, make any adjustments to the arbitral tribunal's determination that are necessary to satisfy the criteria in paragraph 1. Any such adjustments shall be binding upon the arbitral tribunal;
 - (d) Any such adjustments shall either be included by the arbitral tribunal in its award or, if the award has already been issued, be implemented in a correction to the award, to which the procedure of article 38, paragraph 3, shall apply.
5. Throughout the procedure under paragraphs 3 and 4, the arbitral tribunal shall proceed with the arbitration, in accordance with article 17, paragraph 1.

6. A referral under paragraph 4 shall not affect any determination in the award other than the arbitral tribunal's fees and expenses; nor shall it delay the recognition and enforcement of all parts of the award other than those relating to the determination of the arbitral tribunal's fees and expenses.

Allocation of costs

Article 42

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.
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 43

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 40, paragraphs 2 (a) to (c). Such deposits will be made to P.R.I.M.E. Finance and held by P.R.I.M.E. Finance and from time to time may be released by P.R.I.M.E. Finance to the arbitrator(s), any expert appointed by the arbitral tribunal and to P.R.I.M.E. Finance itself as the arbitration progresses.
2. During the course of the arbitral proceedings the arbitral tribunal may request supplementary deposits from the parties.
3. When a party so requests, and the 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 appointing authority, which appointing authority may make any comments to the

arbitral tribunal that it deems appropriate concerning the amount of such deposits and supplementary deposits.

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.
5. After a termination order or final award has been made, P.R.I.M.E. Finance shall render an account to the parties of the deposits received and return any unexpended balance to the parties.

ANNEX A

Model arbitration clause for contracts

Option 1 (including an express option for mediation)

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be submitted to mediation in accordance with the P.R.I.M.E. Finance Mediation Rules. Any mediation shall take place in [town & country] and be administered by P.R.I.M.E. Finance.

Subject to Articles 18 and 19 of the P.R.I.M.E. Finance Mediation Rules, a party may commence arbitration proceedings administered by P.R.I.M.E. Finance in accordance with the P.R.I.M.E. Finance Arbitration Rules:

- (a) The number of arbitrators shall be [one or three], and [this/these] arbitrators shall be selected from P.R.I.M.E. Finance's list of approved arbitrators.
- (b) [Where there will be three arbitrators] Each party shall appoint one arbitrator from P.R.I.M.E. Finance's list of approved arbitrators, and the Chairman shall be selected in line with article 9(1) of the P.R.I.M.E. Finance Arbitration Rules.
- (c) Where necessary, the Secretary-General of the Permanent Court of Arbitration shall act as the appointing authority, and shall appoint from P.R.I.M.E. Finance's list of approved arbitrators, to which list the parties herewith agree as the basis for the appointment of the arbitrators.
- (d) The place of arbitration shall be [town & country];
- (e) The language to be used in the arbitral proceedings shall be [...]; and

[Optional]

- (f) The Emergency Arbitration Rules as set out in ANNEX C to the P.R.I.M.E. Finance Arbitration Rules shall not apply.
- (g) The Referee Arbitration Rules as set out in ANNEX D to the P.R.I.M.E. Finance Arbitration Rules shall apply."

' Please note that this option is only open in cases where the place of arbitration is located in The Netherlands.

- (h) *The administrative costs of P.R.I.M.E. Finance shall be calculated in accordance with article 3 of Annex E to the P.R.I.M.E. Finance Arbitration Rules.*

Option 2 (not including an express option for mediation)

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be resolved by arbitration administered by P.R.I.M.E. Finance in accordance with the P.R.I.M.E. Finance Arbitration Rules.

- (a) *The number of arbitrators shall be [one or three], and [this/these] arbitrators shall be selected from P.R.I.M.E. Finance's list of approved arbitrators.*
- (b) **[Where there will be three arbitrators]** *Each party shall appoint one arbitrator from P.R.I.M.E. Finance's list of approved arbitrators, and the Chairman shall be selected in line with article 9(1) of the P.R.I.M.E. Finance Arbitration Rules.*
- (c) *Where necessary, the Secretary-General of the Permanent Court of Arbitration shall act as the appointing authority, and shall appoint from P.R.I.M.E. Finance's list of approved arbitrators, to which list the parties herewith agree as the basis for the appointment of the arbitrators.*
- (d) *The place of arbitration shall be [town & country];*
- (e) *The language to be used in the arbitral proceedings shall be [...]; and*

[Optional]

- (f) *The Emergency Arbitration Rules as set out in ANNEX C to the P.R.I.M.E. Finance Arbitration Rules shall not apply.*
- (g) *The Referee Arbitration Rules as set out in ANNEX D to the P.R.I.M.E. Finance Arbitration Rules shall apply."*
- (h) *The administrative costs of P.R.I.M.E. Finance shall be calculated in accordance with article 3 of Annex E to the P.R.I.M.E. Finance Arbitration Rules.*

Possible waiver statement

' Please note that this option is only open in cases where the place of arbitration is located in The Netherlands.

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.

ANNEX B

Model statements of independence pursuant to article 11 of the P.R.I.M.E. Finance 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 P.R.I.M.E. Finance Rules of (a) my past and present professional, business and other relationships with the parties and (b) any other relevant circumstances. 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.

Availability:

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.

ANNEX C

Emergency arbitral proceedings

Article 1

Any party wishing to have recourse to an Emergency Arbitrator pursuant to article 26a of the P.R.I.M.E. Finance Arbitration Rules (the "Rules") may apply for the appointment of an Emergency Arbitrator (the "Application") until the case has been referred to the arbitral tribunal pursuant to section II of the Rules (the "Arbitral Tribunal").

Application

Article 2

1. The Application shall contain the information mentioned in article 3 paragraph 3 under (b), (c), (d) and (e) of the Rules. In addition, the Application shall contain:
 - (i) a statement of the measure(s) sought and the reasons thereof, in particular the reasons for the purported urgency;
 - (ii) comments on the seat of the emergency arbitral proceedings, the applicable law(s) and the language of the emergency arbitral proceedings;
 - (iii) proof of the payment of the registration fee, the administrative costs and the deposit for the Emergency Arbitrator's fees pursuant to article 11.

Notification

Article 3

As soon as P.R.I.M.E. Finance has received an Application for emergency arbitral proceedings, P.R.I.M.E. Finance shall send the Application to the other party, unless

- (i) P.R.I.M.E. Finance finds that it is manifest that the Emergency

Arbitration Rules do not apply.

(ii) the applicant fails to pay the registration fee, the administrative costs and/or the deposit for the Emergency Arbitrator's fees pursuant to article 11.

Appointment of the Emergency Arbitrator

Article 4

1. Within 72 hours of receipt of the Application, P.R.I.M.E. Finance shall - in deviation of any appointment process agreed to by the parties for proceedings in the merits - appoint an Emergency Arbitrator from P.R.I.M.E. Finance's list of approved arbitrators.
2. P.R.I.M.E Finance will not appoint an Emergency Arbitrator if it is manifest that the Emergency Arbitration Rules do not apply and/or it has not received proof of payment of the registration fee, the administrative costs and the deposit for the Emergency Arbitrator's fees pursuant to article 11.
3. Articles 11, 12, 13 and 16 of the Rules shall apply to the Emergency Arbitrator except that the time-limit of article 13 paragraph 1 shall be 72 hours instead of 15 days. The time-limit of article 13 paragraph 4 shall be 72 hours respectively 7 days instead of 15 respectively 30 days and the appointing authority referred to in this paragraph shall be P.R.I.M.E. Finance.
4. In any event, where the Emergency Arbitrator has to be replaced during the course of the emergency arbitral proceedings, P.R.I.M.E. Finance shall appoint a substitute Emergency Arbitrator in accordance with this article 4.
5. P.R.I.M.E. Finance shall transmit the file to the Emergency Arbitrator immediately after the Emergency Arbitrator has been appointed.
6. The Emergency Arbitrator shall not act as an arbitrator in any future arbitration relating to the dispute, unless otherwise agreed by the parties.

Filing the notice of arbitration

Article 5

The applicant shall file a notice of arbitration pursuant to article 3 of the Rules within 10 days after receipt of the Application by P.R.I.M.E. Finance. If the notice of arbitration is not filed on time, the Emergency Arbitrator shall terminate the emergency arbitral proceedings, unless the Emergency Arbitrator agrees to an extension of the time-limit upon a reasoned request of the applicant.

Power of the Emergency Arbitrator

Article 6

If the Emergency Arbitrator is appointed prior to the transmission of the file to the Arbitral Tribunal pursuant to article 16a of the Rules, the Emergency Arbitrator retains the power to make a decision on emergency measures after the Arbitral Tribunal has been appointed.

Place of the emergency arbitral proceedings

Article 7

1. The place of the emergency arbitral proceedings shall be the place agreed by the parties for the arbitration proceedings. In the absence of such an agreement or if such agreement is unclear or incomplete, P.R.I.M.E. Finance shall determine the place, without prejudice to the determination of the place of the arbitration pursuant to article 18 paragraph 1 of the Rules.
2. The Emergency Arbitrator may decide to conduct the hearings at any location he considers appropriate. He may also consider to conduct the hearings by means of video-conference, telephone or other means of communication.

Conduct of the emergency arbitration proceedings

Article 8

Article 17 paragraphs 1 and 4 of the Rules shall apply to the emergency arbitration proceedings.

The Order

Article 9

1. Pursuant to article 26a paragraph 2 of the Rules, the Emergency Arbitrator's decision shall take the form of an order (the "Order").
2. The Emergency Arbitrator shall render an Order within 15 days after the date upon which the Application has been transmitted to him pursuant to article 4 paragraph 5. P.R.I.M.E. Finance may extend this time limit upon a reasoned request of the Emergency Arbitrator.
3. The Emergency Arbitrator shall determine in the Order whether the Application is admissible and whether he has jurisdiction pursuant to article 26a and this Annex C.
4. The Order shall be in writing and state the date on which it was made, the place of the emergency arbitral proceedings and the reasons upon which the Order is based, unless the parties have agreed otherwise.
5. The Order signed by the Emergency Arbitrator shall be transmitted to P.R.I.M.E. Finance. Copies of the Order shall be promptly communicated to the parties by P.R.I.M.E. Finance.

Binding effect of the Order

Article 10

1. The Emergency Arbitrator or, after the constitution of the Arbitral Tribunal, the Arbitral Tribunal may modify or terminate the Order.
2. The Order shall cease to be binding if:
 - (i) the emergency arbitral proceedings are terminated pursuant to article 5;
 - (ii) the Arbitral Tribunal has rendered a final award, unless the Arbitral Tribunal decides otherwise;
 - (iii) the arbitral proceedings are terminated before the Arbitral Tribunal has

rendered a final award.

Registration fee, administrative costs and Emergency Arbitrator's fees

Article 11

1. Upon filing the Application, the applicant shall pay a registration fee and administrative costs as prescribed in Annex E ("Schedule of institutional costs").
2. Upon filing the Application, the applicant shall also pay an amount of EUR 20.000 as deposit for the Emergency Arbitrator's fees and expenses.
3. Upon a request from the Emergency Arbitrator or if otherwise deemed appropriate, P.R.I.M.E. Finance may decide to increase or reduce the administrative costs as well as the Emergency Arbitrator's fees taking into account the nature of the case, the work performed by the Emergency Arbitrator and P.R.I.M.E. Finance. If the applicant fails to pay the costs mentioned in this paragraph in due time, P.R.I.M.E. Finance shall dismiss the Application.
4. The Emergency Arbitrator shall determine in the Order which of the parties shall bear
 - (i) the costs mentioned in this article; and
 - (ii) the reasonable legal and other costs incurred by the parties for the emergency arbitral proceedings,

or in what proportion these costs shall be borne by the parties.

ANNEX D

Referee arbitral proceedings ("*Arbitraal Kort Geding*")

Article 1

1. Any party wishing to have recourse to a Referee Arbitral Tribunal pursuant to article 26b of the P.R.I.M.E. Finance Arbitration Rules (the "Rules") may apply for the appointment of a Referee Arbitral Tribunal until arbitration proceedings have been commenced pursuant to article 3 paragraph 2 of the Rules and the arbitral tribunal has been constituted pursuant to section II of the Rules (the "Arbitral Tribunal").
2. Articles 1, 2 and 5 of the Rules apply to the referee arbitral proceedings referred to in article 26b of the Rules and in this Annex D. Further provisions of the Rules apply only in so far as reference is made to those provisions in this Annex D.

Notice of referee arbitraíon

Article 2

1. The claimant initiating referee arbitral proceedings shall file with each respondent and with P.R.I.M.E. Finance a notice of referee arbitration. The notice shall be accompanied by the exhibits on which the claimant bases its claim. Proof of the notification to each respondent shall at the latest be submitted by the claimant at the hearing referred to in article 5 paragraph 1.
2. The referee arbitral proceedings shall be deemed to commence on the date on which the notice of referee arbitration is received by P.R.I.M.E. Finance. P.R.I.M.E. Finance shall send a written notice of receipt of the notice of referee arbitration to the parties, mentioning the date of receipt of such notice of referee arbitration.
3. The notice of referee arbitration shall contain the information mentioned in article 3 paragraph 3 under (a), (b), (c), (d), (e) and (f) of the Rules, on the condition that the brief description of the claim is accompanied by a description

of the reasons for the claim and for the purported urgency.

4. Upon filing the notice of referee arbitration, the claimant shall pay a registration fee as prescribed in Annex E ("Schedule of institutional costs") in force on the date when the notice of referee arbitration is filed. If the registration fee is not paid upon filing the notice of referee arbitration, P.R.I.M.E. Finance shall not proceed with the referee arbitral proceedings and the referee arbitral proceedings shall be treated as not having been commenced without prejudice to any right of the claimant to submit the same claim(s) at a later date in another notice of referee arbitration or in a notice of arbitration as referred to in article 3 of the Rules.
5. As soon as possible after the filing of the notice of referee arbitration, P.R.I.M.E. Finance shall send a notice to the claimant requesting the payment for administrative costs in accordance with Annex E ("Schedule of institutional costs") in force on the date when the notice of referee arbitration is filed as required by P.R.I.M.E. Finance. Within 7 days of the receipt of such notice, the claimant shall remit to P.R.I.M.E. Finance the payment of administrative costs. In the event that the claimant fails to make the payment as requested, P.R.I.M.E. Finance may fix a time limit within which the claimant must comply, failing which the file will be closed without prejudice to any right of the claimant to submit the same claim(s) at a later date in another notice of referee arbitration or in a notice of arbitration as referred to in article 3 of the Rules.

Response to the notice of referee arbitration

Article 3

The response to the notice of referee arbitration needs to be filed with P.R.I.M.E. Finance and the claimant within 10 days after the date of the written notice of receipt of the notice of referee arbitration, as referred to in article 2 paragraph 2, and shall include:

- (a) The name and contact details of each respondent; and
- (b) A response to the information set forth in the notice of referee arbitration.

Appointment of Referee Arbitral Tribunal

Article 4

1. Within 5 days of the receipt of the notice of referee arbitration, P.R.I.M.E. Finance shall - in deviation of any appointment process nominated by the parties for proceedings on the merits - appoint the Referee Arbitral Tribunal, consisting of a sole arbitrator, which shall decide in referee arbitral proceedings.
2. The appointment of the Referee Arbitral Tribunal shall be confirmed by P.R.I.M.E. Finance by a letter of appointment addressed to the sole arbitrator. A copy of this letter shall be sent to the parties simultaneously.
3. The following articles of section II of the Rules apply to the referee arbitral proceedings:
 - (a) Articles 11, 12, 13 paragraph 2 and 3 and article 16.
 - (b) Article 13 paragraph 1 shall apply accordingly, except that the notice by which a party challenges an arbitrator shall be sent within 5, instead of 15, days after it has been notified of the appointment of the challenged arbitrator, or within 5 days of the circumstances mentioned in articles 11 and 12 becoming known to that party.
 - (c) Article 13 paragraph 4 shall apply accordingly, except that the party making the challenge may elect to pursue its challenge if, within 5, instead of 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. In that case within 10, instead of 30, days from the date of the notice of the challenge, the challenging party shall seek a decision on the challenge by P.R.I.M.E. Finance.
 - (d) Article 14 shall apply accordingly, except that the substitute arbitrator shall be appointed pursuant to the procedure of article 4 paragraph 1.

Hearing

Article 5

1. Immediately after its constitution, the Referee Arbitral Tribunal shall determine the date, time and place of the hearing for the claim in referee arbitral

proceedings and shall promptly notify the parties in writing thereof, taking into account the date for filing the response to the notice of referee arbitration.

2. Written memorials are to be filed only if the Referee Arbitral Tribunal so determines, without prejudice to the provisions of articles 2 and 3.

Plea of lack of jurisdiction

Article 6

1. If the respondent wishes to raise the plea of lack of jurisdiction of the Referee Arbitral Tribunal, it shall raise this plea in the response to the notice of referee arbitration referred to in article 3. Article 23 paragraph 1 of the Rules applies accordingly.
2. The Referee Arbitral Tribunal may continue the referee arbitral proceedings and make an award, notwithstanding any pending challenge to its jurisdiction before a court.

Counterclaim

Article 7

1. The respondent is entitled to submit a counterclaim in referee arbitral proceedings. The counterclaim shall be made by means of a written memorial which shall be submitted to the Referee Arbitral Tribunal at the latest in the response to the notice of referee arbitration referred to in article 3.
2. If a counterclaim is filed, even if it is a provisional counterclaim, the respondent shall pay a registration fee as prescribed in Annex E ("Schedule of institutional costs") in force on the date when the counterclaim is filed upon filing the counterclaim. If the registration fee is not paid upon filing the counterclaim, the arbitral tribunal will not take account of the counterclaim without prejudice to the right of the respondent to submit the same counterclaim at a later date, complying with the time deadlines set out in this Annex D.
3. If the respondent files a counterclaim, even if it is a provisional counterclaim, administrative costs shall be paid by the respondent in accordance with Annex E

("Schedule of institutional costs") in force on the date when the counterclaim is filed. As soon as possible after the filing of the counterclaim, P.R.I.M.E. Finance shall send a notice to the respondent requesting the payment of administrative costs. Within 7 days of the receipt of such notice, the respondent shall remit to P.R.I.M.E. Finance the payment of administrative costs required by P.R.I.M.E. Finance. In the event that the respondent fails to make the payment as requested, P.R.I.M.E. Finance may fix a time limit within which the respondent must comply, failing which the counterclaim will be considered abandoned without prejudice to the right of the respondent to submit the same counterclaim at a later date, complying with the time deadlines set out in this Annex D.

4. If the claimant wishes to raise the plea of lack of jurisdiction of the Referee Arbitral Tribunal in respect of the counterclaim in referee arbitral proceedings, it shall raise this plea within at least 3 working days prior to the hearing referred to in Article 5 paragraph 1.

Procedure for referee arbitral proceedings

Article 8

The provisions of article 17 paragraphs 1, 4 and 5, article 18 paragraph 2, articles 19, 22, 27, 28, 29, article 30 paragraph 2 and 3 and article 32 of the Rules apply accordingly. Article 30 paragraph 1 of the Rules applies with regard to the submission of the response to the notice of referee arbitral proceedings and to the submission of written memorials as referred to in article 5 paragraph 2, if any.

Referral to arbitration

Article 9

1. If, after a notice of referee arbitration has been made relying on article 1, the Referee Arbitral Tribunal determines that the case is not sufficiently urgent, it may reject the claim either wholly or partially and refer the parties to the arbitral proceedings as referred to in sections I - IV of the Rules.
2. If, after a notice of referee arbitration has been made relying on article 1, the Referee Arbitral Tribunal determines that the case is too complicated to be decided by referee arbitral proceedings, it may reject the claim either wholly or

partially and refer the parties to the arbitral proceedings as referred to in sections I - IV of the Rules.

Referee arbitral award

Article 10

1. The Referee Arbitral Tribunal shall procure that the award is made as soon as possible after the hearing. The provisions of articles 34, 35 and 36 of the Rules apply accordingly. Articles 37, 38 and 39 of the Rules also apply to the referee arbitral proceedings, though the terms mentioned in these articles as 30 days and 45 days are instead 7 days and 10 days respectively.
2. The referee arbitral award, although expressly recognized as an arbitral award in the meaning of article 1051(3) of the Dutch Code of Civil Procedure, shall in no way prejudice a final decision of the Arbitral Tribunal on the merits of the case.

Costs and fees

Article 11

The provisions of articles 40, 41, 42 and 43 of the Rules apply to referee arbitral proceedings, save that

- a. where these articles refer to an appointing authority, this should be replaced by P.R.I.M.E. Finance;
- b. the terms mentioned in these articles are all shortened to 7 days, unless P.R.I.M.E. Finance decides to extend this time-limit upon a reasoned request of any party; and
- c. the deposit for costs referred to in article 43 of the Rules shall be deposited prior to the hearing referred to in article 5.

ANNEX E - Schedule of institutional costs

Registration fee

Article 1

1. When submitting a notice of arbitration pursuant to article 3 of the P.R.I.M.E. Finance Arbitration Rules (the "Rules"), the claimant shall pay a non-refundable registration fee of EUR 2,000 (the "Registration Fee").
2. Article 1 paragraph 1 shall apply accordingly to any counterclaim referred to in article 21 paragraph 3 of the Rules.
3. A party applying for emergency arbitral proceedings pursuant to article 26a of the Rules shall pay a non-refundable registration fee of EUR 1,000 together with the submission of the application mentioned in article 2 of Annex C ("Emergency arbitral proceedings").
4. Article 1 paragraphs 1 and 2 shall apply accordingly to the notice of referee arbitration referred to in article 2 of Annex D ("Referee arbitral proceedings") and to any counterclaim referred to in article 7 of Annex D, respectively.

Administrative costs

Article 2

1. The administrative costs referred to in article 3 paragraph 7 of the Rules and in article 2 paragraph 5 of Annex D shall be determined, at the choice of the parties, in accordance with either article 3 or article 4 below.
2. If the parties have not agreed in writing before filing the notice of arbitration referred to in article 3 of the Rules or before filing the notice of referee arbitration referred to in article 2 of Annex D, that article 3 shall apply, article 4 shall apply.

3. The administrative costs shall be no less than EUR 10,000 and shall be limited to a maximum of EUR 66,400, regardless of the method of calculation chosen by the parties.
4. The method for the calculation of the administrative costs chosen for the claim by the parties shall also apply to the determination of the administrative costs for the counterclaim. Article 2 paragraph 3 applies separately to the administrative costs for counterclaims.

Article 3

1. The administrative costs shall be equivalent to 10% of the fees of the arbitrators, excluding expenses, as determined in article 41 of the Rules.
2. The notice requesting payment of administrative costs shall be a request for the deposit of an advance for the administrative costs referred to in article 3 paragraph 1. The amount of the deposit shall be determined at the discretion of P.R.I.M.E. Finance.
3. At any time during the course of the arbitral proceedings P.R.I.M.E. Finance may request a supplementary deposit from the claimant and, in case of (a) counterclaim(s), from the respondent.
4. P.R.I.M.E. Finance shall finally determine the administrative costs in accordance with article 40 paragraphs 3 and 4 of the Rules.

Article 4

1. The administrative costs shall be determined in accordance with the scale set out hereinafter (the "Scale") or, where the amount in dispute is not stated, at the discretion of P.R.I.M.E. Finance, taking into account all relevant circumstances. In exceptional circumstances, P.R.I.M.E. Finance may fix the administrative costs at a lower or higher figure than that which would result from the application of the Scale, provided that such costs shall not exceed the maximum amount of the Scale.

2. In case a claim or a counterclaim is increased, the additional administrative costs, to be determined in accordance with this article, shall be due from the claimant or the respondent.

Amount in Dispute (in EUR)	Prime Finance administrative fees
Up to 1,000,000	10,000
From 1,000,001 to 2,000,000	10,000 + 1% on the amount above 1,000,000
From 2,000,001 to 5,000,000	20,000 + 0.28% on the amount above 2,000,000
From 5,000,001 to 10,000,000	28,400 + 0.15% on the amount above 5,000,000
From 10,000,001 to 20,000,000	35,900 + 0.07% in the amount above 10,000,000
From 20,000,001 to 50,000,000	42,900 + 0.045% on the amount above 20,000,000
From 50,000,001 to 100,000,000	56,400 + 0.004% on the amount above 50,000,000
From 100,000,001 to 300,000,000	58,400 + 0.0025% on the amount above 100,000,000
From 300,000,001 to 500,000,000	63,400 + 0.0015% on the amount above 300,000,000
Over 500,000,000	66,400

Article 5

When submitting an Application in accordance with article 2 of Annex C ("Emergency arbitral proceedings"), the applicant shall pay administrative costs of EUR 10,000 upon filing the Application.