

RULES OF ARBITRATION OF INTERNATIONAL COMMERCE IN HONG KONG

Introductory Provisions

Article 1 – The Institute of Arbitration of the International Commerce in Hong Kong

1. The Institute of Arbitration of the International Commerce in Hong Kong (the “Institute”) is the independent arbitration body of Global Legal Alliance Limited, a company incorporated in Hong Kong. The Constitution of the Institute and Global Legal Alliance Limited are set forth in Appendix I
2. The Institute does not itself resolve disputes. It administers the resolution of disputes by arbitral tribunals, in accordance with the Rules of Arbitration of the International Commerce in Hong Kong (the “Rules”). The Institute is the only body authorized to administer arbitrations under the Rules, including the scrutiny and approval of awards rendered in accordance with the Rules. It draws up its own internal rules, which are set forth in Appendix II (the “Internal Rules”).
3. The President of the Institute (the “President”) shall have the power to take urgent decisions on behalf of the Institute, provided that any such decision is reported to the Institute at one of its next sessions. At the President’s request, in the President’s absence or otherwise where the President is unable to act, one of the Vice-Presidents shall have the same power.
4. As provided for in the Internal Rules, the Institute may delegate to one or more committees composed of its members the power to take certain decisions, provided that any such decision is reported to the Institute at one of its next sessions.
5. The Institute is assisted in its work by the Secretariat of the Institute (the “Secretariat”) under the direction of its Secretary General (the “Secretary General”).

Article 2 – Definitions

In the Rules:

- (i) “arbitral tribunal” includes one or more arbitrators;
- (ii) “claimant” includes one or more claimants, “respondent” includes one or more respondents, and “additional party” includes one or more additional parties;
- (iii) “party” or “parties” include claimants, respondents or additional parties;
- (iv) “claim” or “claims” include any claim by any party against any other party;
- (v) “award” includes, *inter alia*, an interim, partial, final, or additional award.

Article 3 – Written Notifications or Communications; Time Limits

1. Save as otherwise provided in Articles 4(4)(b) and 5(3), all pleadings and other written communications submitted by any party, as well as all documents annexed thereto, shall be sent to each party, each arbitrator, and the Secretariat. Any notification or communication from the arbitral tribunal to the parties shall also be sent in copy to the Secretariat.

2. All notifications or communications from the Secretariat and the arbitral tribunal shall be made to the last address of the party or its representative for whom the same are intended, as notified either by the party in question or by any other party. Such notification or communication may be made by delivery against receipt, registered post, courier, email, or any other means of telecommunication that provides a record of the sending thereof.
3. A notification or communication shall be deemed to have been made on the day it was received by the party itself or by its representative, or would have been received if made in accordance with Article 3(2).
4. Periods of time specified in or fixed under the Rules shall start to run on the day following the date a notification or communication is deemed to have been made in accordance with Article 3(3). When the day next following such date is an official holiday, or a non-business day in the country where the notification or communication is deemed to have been made, the period of time shall commence on the first following business day. Official holidays and non-business days are included in the calculation of the period of time. If the last day of the relevant period of time granted is an official holiday or a non-business day in the country where the notification or communication is deemed to have been made, the period of time shall expire at the end of the first following business day.

Commencing the Arbitration

Article 4 – Request for Arbitration

1. A party wishing to have recourse to arbitration under the Rules shall submit its Request for Arbitration (the “Request”) to the Secretariat at any of the offices specified in the Internal Rules. The Secretariat shall notify the claimant and respondent of the receipt of the Request and the date of such receipt.
2. The date on which the Request is received by the Secretariat shall, for all purposes, be deemed to be the date of the commencement of the arbitration.
3. The Request shall contain the following information:
 - a) the name in full, description, address and other contact details of each of the parties;
 - b) the name in full, address and other contact details of any person(s) representing the claimant in the arbitration;
 - c) a description of the nature and circumstances of the dispute giving rise to the claims and of the basis upon which the claims are made;
 - d) a statement of the relief sought, together with the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims;
 - e) any relevant agreements and, in particular, the arbitration agreement(s);
 - f) where claims are made under more than one arbitration agreement, an indication of the arbitration agreement under which each claim is made;
 - g) all relevant particulars and any observations or proposals concerning the number of arbitrators and their choice in accordance with the provisions of Articles 12 and 13, and any nomination of an arbitrator required thereby; and

- h) all relevant particulars and any observations or proposals as to the place of the arbitration, the applicable rules of law and the language of the arbitration.

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

- 4. Together with the Request, the claimant shall:
 - a) make payment of the filing fee required by Appendix III (“Arbitration Costs and Fees”) in force on the date the Request is submitted; and
 - b) submit a sufficient number of copies of the Request for each other party, each arbitrator and the Secretariat where the claimant requests transmission of the Request by delivery against receipt, registered post or courier.

In the event that the claimant fails to comply with either of these requirements, the Secretariat may fix a time limit within which the claimant must comply, failing which the file shall be closed without prejudice to the claimant’s right to submit the same claims at a later date in another Request.

- 5. The Secretariat shall transmit a copy of the Request and the documents annexed thereto to the respondent for its Answer to the Request once the Secretariat has sufficient copies of the Request and the required filing fee.

Article 5 – Answer to the Request; Counterclaims

- 1. Within 30 days from receipt of the Request from the Secretariat, the respondent shall submit an Answer (the “Answer”) which shall contain the following information:
 - a) its name in full, description, address and other contact details;
 - b) the name in full, address and other contact details of any person(s) representing the respondent in the arbitration;
 - c) its comments as to the nature and circumstances of the dispute giving rise to the claims and the basis upon which the claims are made;
 - d) its response to the relief sought;
 - e) any observations or proposals concerning the number of arbitrators and their choice in light of the claimant’s proposals and in accordance with the provisions of Articles 12 and 13, and any nomination of an arbitrator required thereby; and
 - f) any observations or proposals as to the place of the arbitration, the applicable rules of law and the language of the arbitration.

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

- 2. The Secretariat may grant the respondent an extension of the time for submitting the Answer, provided the application for such an extension contains the respondent’s observations or proposals concerning the number of arbitrators and their choice and, where required by Articles 12 and 13, the nomination of an arbitrator. If the respondent fails to do so, the Institute shall proceed in accordance with the Rules.
- 3. The Answer shall be submitted in a sufficient number of copies for each other party, each arbitrator and the Secretariat where the respondent requests transmission thereof by delivery against receipt, registered post or courier.
- 4. The Secretariat shall communicate the Answer and the documents annexed thereto to all other parties.

5. Any counterclaims made by the respondent shall be submitted with the Answer and shall provide:
 - a) a description of the nature and circumstances of the dispute giving rise to the counterclaims and of the basis upon which the counterclaims are made;
 - b) a statement of the relief sought together with the amounts of any quantified counterclaims and, to the extent possible, an estimate of the monetary value of any other counterclaims;
 - c) any relevant agreements and, in particular, the arbitration agreement(s); and
 - d) where counterclaims are made under more than one arbitration agreement, an indication of the arbitration agreement under which each counterclaim is made.

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

6. The claimant shall submit a reply to any counterclaim within 30 days from receipt of the counterclaims communicated by the Secretariat. Prior to the transmission of the file to the arbitral tribunal, the Secretariat may grant the claimant an extension of time for submitting the reply.

Article 6 – Effect of the Arbitration Agreement

1. Where the parties have agreed to submit to arbitration under the Rules, they shall be deemed to have submitted ipso facto to the Rules in effect on the date of commencement of the arbitration, unless they have agreed to submit to the Rules in effect on the date of their arbitration agreement.
2. By agreeing to arbitration under the Rules, the parties have accepted that the arbitration shall be administered by the Institute.
3. If any party against which a claim has been made does not submit an Answer, or if any party raises one or more pleas concerning the existence, validity or scope of the arbitration agreement or concerning whether all of the claims made in the arbitration may be determined together in a single arbitration, the arbitration shall proceed and any question of jurisdiction or of whether the claims may be determined together in that arbitration shall be decided directly by the arbitral tribunal, unless the Secretary General refers the matter to the Institute for its decision pursuant to Article 6(4).
4. In all cases referred to the Institute under Article 6(3), the Institute shall decide whether and to what extent the arbitration shall proceed. The arbitration shall proceed if and to the extent that the Institute is prima facie satisfied that an arbitration agreement under the Rules may exist. In particular:
 - (i) where there are more than two parties to the arbitration, the arbitration shall proceed between those of the parties, including any additional parties joined pursuant to Article 7(1), with respect to which the Institute is prima facie satisfied that an arbitration agreement under the Rules that binds them all may exist; and
 - (ii) where claims pursuant to Article 9 are made under more than one arbitration agreement, the arbitration shall proceed as to those claims with respect to which the Institute is prima facie satisfied (a) that the arbitration agreements under which those claims are made may be compatible, and (b) that all parties to the arbitration may have agreed that those claims can be determined together in a single arbitration.

The Institute's decision pursuant to Article 6(4) is without prejudice to the admissibility or merits of any party's plea or pleas.

5. In all matters decided by the Institute under Article 6(4), any decision as to the jurisdiction of the arbitral tribunal, except as to parties or claims with respect to which the Institute decides that the arbitration cannot proceed, shall then be taken by the arbitral tribunal itself.
6. Where the parties are notified of the Institute's decision pursuant to Article 6(4) that the arbitration cannot proceed in respect of some or all of them, any party retains the right to ask any court having jurisdiction whether or not, and in respect of which of them, there is a binding arbitration agreement.
7. Where the Institute has decided pursuant to Article 6(4) that the arbitration cannot proceed in respect of any of the claims, such decision shall not prevent a party from reintroducing the same claim at a later date in other proceedings.
8. If any of the parties refuses or fails to take part in the arbitration or any stage thereof, the arbitration shall proceed notwithstanding such refusal or failure.
9. Unless otherwise agreed, the arbitral tribunal shall not cease to have jurisdiction by reason of any allegation that the contract is non-existent or null and void, provided that the arbitral tribunal upholds the validity of the arbitration agreement. The arbitral tribunal shall continue to have jurisdiction to determine the parties' respective rights and to decide their claims and pleas even though the contract itself may be non-existent or null and void.

Multiple Parties, Multiple Contracts and Consolidation

ARTICLE 7 Joinder of Additional Parties

1. A party wishing to join an additional party to the arbitration shall submit its request for arbitration against the additional party (the "Request for Joinder") to the Secretariat. The date on which the Request for Joinder is received by the Secretariat shall, for all purposes, be deemed to be the date of the commencement of arbitration against the additional party. Any such joinder shall be subject to the provisions of Articles 6(3)–6(7) and 9. Unless all parties, including the additional party, otherwise agree, or as provided for in Article 7(5), no additional party may be joined after the confirmation or appointment of any arbitrator. The Secretariat may fix a time limit for the submission of a Request for Joinder.
2. The Request for Joinder shall contain the following information:
 - a) the case reference of the existing arbitration;
 - b) the name in full, description, address and other contact details of each of the parties, including the additional party; and
 - c) the information specified in Article 4(3), subparagraphs c), d), e) and f).

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

3. The provisions of Articles 4(4) and 4(5) shall apply, *mutatis mutandis*, to the Request for Joinder.
4. The additional party shall submit an Answer in accordance, *mutatis mutandis*, with the provisions of Articles 5(1)–5(4). The additional party may make claims against any other party in accordance with the provisions of Article 8.

5. Any Request for Joinder made after the confirmation or appointment of any arbitrator shall be decided by the arbitral tribunal once constituted and shall be subject to the additional party accepting the constitution of the arbitral tribunal and agreeing to the Terms of Reference, where applicable. In deciding on such a Request for Joinder, the arbitral tribunal shall take into account all relevant circumstances, which may include whether the arbitral tribunal has prima facie jurisdiction over the additional party, the timing of the Request for Joinder, possible conflicts of interests and the impact of the joinder on the arbitral procedure. Any decision to join an additional party is without prejudice to the arbitral tribunal's decision as to its jurisdiction with respect to that party.

ARTICLE 8 Claims Between Multiple Parties

1. In an arbitration with multiple parties, claims may be made by any party against any other party, subject to the provisions of Articles 6(3)–6(7) and 9 and provided that no new claims may be made after the Terms of Reference are signed or approved by the Institute without the authorization of the arbitral tribunal pursuant to Article 23(4).
2. Any party making a claim pursuant to Article 8(1) shall provide the information specified in Article 4(3), subparagraphs c), d), e) and f).
3. Before the Secretariat transmits the file to the arbitral tribunal in accordance with Article 16, the following provisions shall apply, mutatis mutandis, to any claim made: Article 4(4) subparagraph b); Article 4(5); Article 5(1) except for subparagraphs a), b), e) and f); Article 5(2); Article 5(3) and Article 5(4). Thereafter, the arbitral tribunal shall determine the procedure for making a claim.

ARTICLE 9 Multiple Contracts

Subject to the provisions of Articles 6(3)–6(7) and 23(4), claims arising out of or in connection with more than one contract may be made in a single arbitration, irrespective of whether such claims are made under one or more than one arbitration agreement under the Rules.

ARTICLE 10 Consolidation of Arbitrations

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

- a) the parties have agreed to consolidation; or
- b) all of the claims in the arbitrations are made under the same arbitration agreement or agreements; or
- c) the claims in the arbitrations are not made under the same arbitration agreement or agreements, but the arbitrations are between the same parties, the disputes in the arbitrations arise in connection with the same legal relationship, and the Institute finds the arbitration agreements to be compatible.

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

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

THE ARBITRAL TRIBUNAL

ARTICLE 11 General Provisions

1. Every arbitrator must be and remain impartial and independent of the parties involved in the arbitration.
2. Before appointment or confirmation, a prospective arbitrator shall sign a statement of acceptance, availability, impartiality and independence. The prospective arbitrator shall disclose in writing to the Secretariat any facts or circumstances which might be of such a nature as to call into question the arbitrator's independence in the eyes of the parties, as well as any circumstances that could give rise to reasonable doubts as to the arbitrator's impartiality. The Secretariat shall provide such information to the parties in writing and fix a time limit for any comments from them.
3. An arbitrator shall immediately disclose in writing to the Secretariat and to the parties any facts or circumstances of a similar nature to those referred to in Article 11(2) concerning the arbitrator's impartiality or independence which may arise during the arbitration.
4. The decisions of the Center as to the appointment, confirmation, challenge or replacement of an arbitrator shall be final.
5. By accepting to serve, arbitrators undertake to carry out their responsibilities in accordance with the Rules.
6. Insofar as the parties have not provided otherwise, the arbitral tribunal shall be constituted in accordance with the provisions of Articles 12 and 13. 7 In order to assist prospective arbitrators and arbitrators in complying with their duties under Articles 11(2) and 11(3), each party must promptly inform the Secretariat, the arbitral tribunal and the other parties, of the existence and identity of any non-party which has entered into an arrangement for the funding of claims or defenses and under which it has an economic interest in the outcome of the arbitration.

ARTICLE 12 Constitution of the Arbitral Tribunal

Number of Arbitrators

1. The disputes shall be decided by a sole arbitrator or by three arbitrators.
2. Where the parties have not agreed upon the number of arbitrators, the Institute shall appoint a sole arbitrator, save where it appears to the Institute that the dispute is such as to warrant the appointment of three arbitrators. In such case, the claimant shall nominate an arbitrator within 15 days from receipt of the notification of the decision of the Institute, and the respondent shall nominate an arbitrator within 15 days from receipt of the notification of the nomination made by the claimant. If a party fails to nominate an arbitrator, the appointment shall be made by the Institute.

Sole Arbitrator

3. Where the parties have agreed that the dispute shall be resolved by a sole arbitrator, they may, by agreement, nominate the sole arbitrator for confirmation. If the parties fail to nominate a sole arbitrator within 30 days from the date when the claimant's Request for Arbitration has been received by the other

party or parties, or within such additional time as may be allowed by the Secretariat, the sole arbitrator shall be appointed by the Institute.

Three Arbitrators

4. Where the parties have agreed that the dispute shall be resolved by three arbitrators, each party shall nominate in the Request and the Answer, respectively, one arbitrator for confirmation. If a party fails to nominate an arbitrator, the appointment shall be made by the Institute.
5. Where the dispute is to be referred to three arbitrators, the third arbitrator, who will act as president of the arbitral tribunal, shall be appointed by the Institute, unless the parties have agreed upon another procedure for such appointment, in which case the nomination will be subject to confirmation pursuant to Article 13. Should such procedure not result in a nomination within 30 days from the confirmation or appointment of the co-arbitrators or any other time limit agreed by the parties or fixed by the third arbitrator shall be appointed by the Institute.
6. Where there are multiple claimants or multiple respondents, and where the dispute is to be referred to three arbitrators, the multiple claimants, jointly, and the multiple respondents, jointly, shall nominate an arbitrator for confirmation pursuant to Article 13.
7. Where an additional party has been joined (Article 7(1)), and where the dispute is to be referred to three arbitrators, the additional party may, jointly with the claimant(s) or with the respondent(s), nominate an arbitrator for confirmation pursuant to Article 13 and subject to Article 7(5).
8. In the absence of a joint nomination pursuant to Articles 12(6) or 12(7) and where all parties are unable to agree to a method for the constitution of the arbitral tribunal, the Institute may appoint each member of the arbitral tribunal and shall designate one of them to act as president. In such cases, the Institute shall be at liberty to choose any person it regards as suitable to act as arbitrator, applying Article 13 when it considers this appropriate.
9. Notwithstanding any agreement by the parties on the method of constitution of the arbitral tribunal, in exceptional circumstances the Institute may appoint each member of the arbitral tribunal to avoid a significant risk of unequal treatment and unfairness that may affect the validity of the award.

ARTICLE 13 Appointment and Confirmation of the Arbitrators

1. In confirming or appointing arbitrators, the Institute shall consider the prospective arbitrator's nationality, residence and other relationships with the countries of which the parties or the other arbitrators are nationals and the prospective arbitrator's availability and ability to conduct the arbitration in accordance with the Rules. The same shall apply where the Secretary General confirms arbitrators pursuant to Article 13(2).
2. The Secretary General may confirm as coarbitrators, sole arbitrators and presidents of arbitral tribunals persons nominated by the parties or pursuant to their particular agreements, provided that the statement they have submitted contains no qualification regarding impartiality or independence or that a qualified statement regarding impartiality or independence has not given rise to objections.

Such confirmation shall be reported to the at one of its next sessions. If the Secretary General considers that a co-arbitrator, sole arbitrator or president of an arbitral tribunal should not be confirmed, the matter shall be submitted to the Institute.

3. Where the Institute is to appoint an arbitrator, it shall make the appointment upon proposal of an Institute Committee or Group that it considers to be appropriate. If the Institute does not accept the proposal made, or if the Institute Committee or Group fails to make the proposal requested within the time limit fixed by the Institute, the Institute may repeat its request, request a proposal from another Institute Committee or Group that it considers to be appropriate, or appoint directly any person whom it regards as suitable.
4. The Institute may also appoint directly to act as arbitrator any person whom it regards as suitable where:
 - a) one or more of the parties is a state or may be considered to be a state entity;
 - b) the Institute considers that it would be appropriate to appoint an arbitrator from a country or territory where there is no Institute Committee or Group; or
 - c) the President certifies to the Institute that circumstances exist which, in the President's opinion, make a direct appointment necessary and appropriate.
5. Where the Institute is to appoint the sole arbitrator or the president of the arbitral tribunal, such sole arbitrator or president of the arbitral tribunal shall be of a nationality other than those of the parties. However, in suitable circumstances and provided that none of the parties objects within the time limit fixed by the Secretariat, the sole arbitrator or the president of the arbitral tribunal may be chosen from a country of which any of the parties is a national.
6. Whenever the arbitration agreement upon which the arbitration is based arises from a treaty, and unless the parties agree otherwise, no arbitrator shall have the same nationality of any party to the arbitration.

ARTICLE 14 Challenge of Arbitrators

1. A challenge of an arbitrator, whether for an alleged lack of impartiality or independence, or otherwise, shall be made by the submission to the Secretariat of a written statement specifying the facts and circumstances on which the challenge is based.
2. For a challenge to be admissible, it must be submitted by a party either within 30 days from receipt by that party of the notification of the appointment or confirmation of the arbitrator, or within 30 days from the date when the party making the challenge was informed of the facts and circumstances on which the challenge is based if such date is subsequent to the receipt of such notification.
3. The Institute shall decide on the admissibility and, at the same time, if necessary, on the merits of a challenge after the Secretariat has afforded an opportunity for the arbitrator concerned, the other party or parties and any other members of the arbitral tribunal to comment in writing within a suitable period of time. Such comments shall be communicated to the parties and to the arbitrators.

ARTICLE 15 Replacement of Arbitrators

1. An arbitrator shall be replaced upon death, upon acceptance by the Institute of the arbitrator's resignation, upon acceptance by the Institute of a challenge, or upon acceptance by the Institute of a request of all the parties.

2. An arbitrator shall also be replaced on the Institute's own initiative when it decides that the arbitrator is prevented de jure or de facto from fulfilling the arbitrator's functions, or that the arbitrator is not fulfilling those functions in accordance with the Rules or within the prescribed time limits.
3. When, on the basis of information that has come to its attention, the Institute considers applying Article 15(2), it shall decide on the matter after the arbitrator concerned, the parties and any other members of the arbitral tribunal have had an opportunity to comment in writing within a suitable period of time. Such comments shall be communicated to the parties and to the arbitrators.
4. When an arbitrator is to be replaced, the Institute has discretion to decide whether or not to follow the original nominating process. Once reconstituted, and after having invited the parties to comment, the arbitral tribunal shall determine if and to what extent prior proceedings shall be repeated before the reconstituted arbitral tribunal.
5. Subsequent to the closing of the proceedings, instead of replacing an arbitrator who has died or been removed by the Institute pursuant to Articles 15(1) or 15(2), the Institute may decide, when it considers it appropriate, that the remaining arbitrators shall continue the arbitration. In making such determination, the Institute shall take into account the views of the remaining arbitrators and of the parties and such other matters that it considers appropriate in the circumstances.

THE ARBITRAL PROCEEDINGS

ARTICLE 16 Transmission of the File to the Arbitral Tribunal

The Secretariat shall transmit the file to the arbitral tribunal as soon as it has been constituted, provided the advance on costs requested by the Secretariat at this stage has been paid.

ARTICLE 17 Party Representation

1. Each party must promptly inform the Secretariat, the arbitral tribunal and the other parties of any changes in its representation.
2. The arbitral tribunal may, once constituted and after it has afforded an opportunity to the parties to comment in writing within a suitable period of time, take any measure necessary to avoid a conflict of interest of an arbitrator arising from a change in party representation, including the exclusion of new party representatives from participating in whole or in part in the arbitral proceedings.
3. At any time after the commencement of the arbitration, the arbitral tribunal or the Secretariat may require proof of the authority of any party representatives.

ARTICLE 18 Place of the Arbitration

1. The place of the arbitration shall be fixed by the Institute, unless agreed upon by the parties.
2. The arbitral tribunal may, after consulting the parties, conduct hearings and meetings at any location it considers appropriate, unless otherwise agreed by the parties.
3. The arbitral tribunal may deliberate at any location it considers appropriate.

ARTICLE 19 Rules Governing the Proceedings

The proceedings before the arbitral tribunal shall be governed by the Rules and, where the Rules are silent, by any rules which the parties or, failing them, the arbitral tribunal may settle on, whether or not reference is thereby made to the rules of procedure of a national law to be applied to the arbitration.

ARTICLE 20 Language of the Arbitration

In the absence of an agreement by the parties, the arbitral tribunal shall determine the language or languages of the arbitration, due regard being given to all relevant circumstances, including the language of the contract.

ARTICLE 21 Applicable Rules of Law

1. The parties shall be free to agree upon the rules of law to be applied by the arbitral tribunal to the merits of the dispute. In the absence of any such agreement, the arbitral tribunal shall apply the rules of law which it determines to be appropriate.
2. The arbitral tribunal shall take account of the provisions of the contract, if any, between the parties and of any relevant trade usages.
3. The arbitral tribunal shall assume the powers of an amiable compositeur or decide *ex aequo et bono* only if the parties have agreed to give it such powers.

ARTICLE 22 Conduct of the Arbitration

1. The arbitral tribunal and the parties shall make every effort to conduct the arbitration in an expeditious and cost-effective manner, having regard to the complexity and value of the dispute.
2. In order to ensure effective case management, after consulting the parties, the arbitral tribunal shall adopt such procedural measures as it considers appropriate, provided that they are not contrary to any agreement of the parties. Such measures may include one or more of the case management techniques described in Appendix IV.
3. Upon the request of any party, the arbitral tribunal may make orders concerning the confidentiality of the arbitration proceedings or of any other matters in connection with the arbitration and may take measures for protecting trade secrets and confidential information.
4. In all cases, the arbitral tribunal shall act fairly and impartially and ensure that each party has a reasonable opportunity to present its case.
5. The parties undertake to comply with any order made by the arbitral tribunal.

ARTICLE 23 Terms of Reference

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

- a) the names in full, description, address and other contact details of each of the parties and of any person(s) representing a party in the arbitration;
 - b) the addresses to which notifications and communications arising in the course of the arbitration may be made;
 - c) a summary of the parties' respective claims and of the relief sought by each party, together with the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims;
 - d) unless the arbitral tribunal considers it inappropriate, a list of issues to be determined; e) the names in full, address and other contact details of each of the arbitrators;
 - f) the place of the arbitration; and
 - g) particulars of the applicable procedural rules and, if such is the case, reference to the power conferred upon the arbitral tribunal to act as *amiabile compositeur* or to decide *ex aequo et bono*.
2. The Terms of Reference shall be signed by the parties and the arbitral tribunal. Within 30 days from the date on which the file has been transmitted to it, the arbitral tribunal shall transmit to the Institute the Terms of Reference signed by it and by the parties. The Institute may extend this time limit pursuant to a reasoned request from the arbitral tribunal or on its own initiative if it decides it is necessary to do so.
 3. If any of the parties refuses to take part in the drawing up of the Terms of Reference or to sign the same, they shall be submitted to the Institute for approval. When the Terms of Reference have been signed in accordance with Article 23(2) or approved by the Institute, the arbitration shall proceed.
 4. After the Terms of Reference have been signed or approved by the Institute, no party shall make new claims which fall outside the limits of the Terms of Reference unless it has been authorized to do so by the arbitral tribunal, which shall consider the nature of such new claims, the stage of the arbitration and other relevant circumstances.

ARTICLE 24 Case Management Conference and Procedural Timetable

1. When drawing up the Terms of Reference or as soon as possible thereafter, the arbitral tribunal shall hold a case management conference to consult the parties on procedural measures that may be adopted pursuant to Article 22(2).
2. During such conference, or as soon as possible thereafter, the arbitral tribunal shall establish the procedural timetable that it intends to follow for the efficient conduct of the arbitration. The procedural timetable and any modifications thereto shall be communicated to the Institute and the parties.
3. To ensure continued effective case management, the arbitral tribunal, after consulting the parties by means of a further case management conference or otherwise, may adopt further procedural measures or modify the procedural timetable.
4. Case management conferences may be conducted through a meeting in person, by video conference, telephone or similar means of communication. In the absence of an agreement of the parties, the arbitral tribunal shall determine the means by which the conference will be conducted. The arbitral tribunal may request the parties to submit case management proposals in advance of a case management conference and may request the attendance at any case management conference of the parties in person or through an internal representative.

ARTICLE 25 Establishing the Facts of the Case

1. The arbitral tribunal shall proceed within as short a time as possible to establish the facts of the case by all appropriate means.
2. The arbitral tribunal may decide to hear witnesses, experts appointed by the parties or any other person, in the presence of the parties, or in their absence provided they have been duly summoned.
3. The arbitral tribunal, after consulting the parties, may appoint one or more experts, define their terms of reference and receive their reports. At the request of a party, the parties shall be given the opportunity to question at a hearing any such expert.
4. At any time during the proceedings, the arbitral tribunal may summon any party to provide additional evidence.
5. The arbitral tribunal may decide the case solely on the documents submitted by the parties unless any of the parties requests a hearing.

ARTICLE 26 Hearings

1. A hearing shall be held if any of the parties so requests or, failing such a request, if the arbitral tribunal on its own motion decides to hear the parties. When a hearing is to be held, the arbitral tribunal, giving reasonable notice, shall summon the parties to appear before it on the day and at the place fixed by it. The arbitral tribunal may decide, after consulting the parties, and on the basis of the relevant facts and circumstances of the case, that any hearing will be conducted by physical attendance or remotely by videoconference, telephone or other appropriate means of communication.
2. If any of the parties, although duly summoned, fails to appear without valid excuse, the arbitral tribunal shall have the power to proceed with the hearing.
3. The arbitral tribunal shall be in full charge of the hearings, at which all the parties shall be entitled to be present. Save with the approval of the arbitral tribunal and the parties, persons not involved in the proceedings shall not be admitted.
4. The parties may appear in person or through duly authorized representatives. In addition, they may be assisted by advisers.

ARTICLE 27 Closing of the Proceedings and Date for Submission of Draft Awards

As soon as possible after the last hearing concerning matters to be decided in an award or the filing of the last authorized submissions concerning such matters, whichever is later, the arbitral tribunal shall:

- a) declare the proceedings closed with respect to the matters to be decided in the award; and
- b) inform the Secretariat and the parties of the date by which it expects to submit its draft award to the Court for approval pursuant to Article 34.

After the proceedings are closed, no further submission or argument may be made, or evidence produced, with respect to the matters to be decided in the award, unless requested or authorized by the arbitral tribunal.

ARTICLE 28 Conservatory and Interim Measures

1. Unless the parties have otherwise agreed, as soon as the file has been transmitted to it, the arbitral tribunal may, at the request of a party, order any interim or conservatory measure it deems appropriate. The arbitral tribunal may make the granting of any such measure subject to appropriate security being furnished by the requesting party. Any such measure shall take the form of an order, giving reasons, or of an award, as the arbitral tribunal considers appropriate.
2. Before the file is transmitted to the arbitral tribunal, and in appropriate circumstances even thereafter, the parties may apply to any competent judicial authority for interim or conservatory measures. The application of a party to a judicial authority for such measures or for the implementation of any such measures ordered by an arbitral tribunal shall not be deemed to be an infringement or a waiver of the arbitration agreement and shall not affect the relevant powers reserved to the arbitral tribunal. Any such application and any measures taken by the judicial authority must be notified without delay to the Secretariat. The Secretariat shall inform the arbitral tribunal thereof.

ARTICLE 29 Emergency Arbitrator

1. A party that needs urgent interim or conservatory measures that cannot await the constitution of an arbitral tribunal (“Emergency Measures”) may make an application for such measures pursuant to the Emergency Arbitrator Rules in Appendix V. Any such application shall be accepted only if it is received by the Secretariat prior to the transmission of the file to the arbitral tribunal pursuant to Article 16 and irrespective of whether the party making the application has already submitted its Request for Arbitration.
2. The emergency arbitrator’s decision shall take the form of an order. The parties undertake to comply with any order made by the emergency arbitrator.
3. The emergency arbitrator’s order shall not bind the arbitral tribunal with respect to any question, issue or dispute determined in the order. The arbitral tribunal may modify, terminate or annul the order or any modification thereto made by the emergency arbitrator.
4. The arbitral tribunal shall decide upon any party’s requests or claims related to the emergency arbitrator proceedings, including the reallocation of the costs of such proceedings and any claims arising out of or in connection with the compliance or noncompliance with the order.
5. Articles 29(1)–29(4) and the Emergency Arbitrator Rules set forth in Appendix V (collectively the “Emergency Arbitrator Provisions”) shall apply only to parties that are either signatories of the arbitration agreement under the Rules that is relied upon for the application or successors to such signatories.
6. The Emergency Arbitrator Provisions shall not apply if:
 - a) the parties have agreed to opt out of the Emergency Arbitrator Provisions; or
 - b) the arbitration agreement upon which the application is based arises from a treaty.
7. The Emergency Arbitrator Provisions are not intended to prevent any party from seeking urgent interim or conservatory measures from a competent judicial authority at any time prior to making an application for such measures, and in appropriate circumstances even thereafter, pursuant to the Rules. Any

application for such measures from a competent judicial authority shall not be deemed to be an infringement or a waiver of the arbitration agreement. Any such application and any measures taken by the judicial authority must be notified without delay to the Secretariat.

ARTICLE 30 Expedited Procedure

1. By agreeing to arbitration under the Rules, the parties agree that this Article 30 and the Expedited Procedure Rules set forth in Appendix VI (collectively the “Expedited Procedure Provisions”) shall take precedence over any contrary terms of the arbitration agreement.
2. The Expedited Procedure Rules set forth in Appendix VI shall apply if:
 - a) the amount in dispute does not exceed the limit set out in Article 1(2) of Appendix VI at the time of the communication referred to in Article 1(3) of that Appendix; or
 - b) the parties so agree.
3. The Expedited Procedure Provisions shall not apply if:
 - a) the arbitration agreement under the Rules was concluded before the date on which the Expedited Procedure Provisions came into force;
 - b) the parties have agreed to opt out of the Expedited Procedure Provisions; or
 - c) the Institute, upon the request of a party before the constitution of the arbitral tribunal or on its own motion, determines that it is inappropriate in the circumstances to apply the Expedited Procedure Provisions.

AWARDS

ARTICLE 31 Time Limit for the Final Award

1. The time limit within which the arbitral tribunal must render its final award is six months. Such time limit shall start to run from the date of the last signature by the arbitral tribunal or by the parties of the Terms of Reference or, in the case of application of Article 23(3), the date of the notification to the arbitral tribunal by the Secretariat of the approval of the Terms of Reference by the Institute. The Institute may fix a different time limit based upon the procedural timetable established pursuant to Article 24(2).
2. The Institute may extend the time limit pursuant to a reasoned request from the arbitral tribunal or on its own initiative if it decides it is necessary to do so.

ARTICLE 32 Making of the Award

1. When the arbitral tribunal is composed of more than one arbitrator, an award is made by a majority decision. If there is no majority, the award shall be made by the president of the arbitral tribunal alone.
2. The award shall state the reasons upon which it is based.

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

ARTICLE 33 Award by Consent

If the parties reach a settlement after the file has been transmitted to the arbitral tribunal in accordance with Article 16, the settlement shall be recorded in the form of an award made by consent of the parties, if so requested by the parties and if the arbitral tribunal agrees to do so.

ARTICLE 34 Scrutiny of the Award by the Institute

Before signing any award, the arbitral tribunal shall submit it in draft form to the Institute. The Institute may lay down modifications as to the form of the award and, without affecting the arbitral tribunal's liberty of decision, may also draw its attention to points of substance. No award shall be rendered by the arbitral tribunal until it has been approved by the Institute as to its form.

ARTICLE 35 Notification, Deposit and Enforceability of the Award

1. Once an award has been made, the Secretariat shall notify to the parties the text signed by the arbitral tribunal, provided always that the costs of the arbitration have been fully paid to Institute by the parties or by one of them.
2. Additional copies certified true by the Secretary General shall be made available on request and at any time to the parties, but to no one else.
3. By virtue of the notification made in accordance with Article 35(1), the parties waive any other form of notification or deposit on the part of the arbitral tribunal.
4. An original of each award made in accordance with the Rules shall be deposited with the Secretariat.
5. The arbitral tribunal and the Secretariat shall assist the parties in complying with whatever further formalities may be necessary.
6. Every award shall be binding on the parties. By submitting the dispute to arbitration under the Rules, the parties undertake to carry out any award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made.

ARTICLE 36 Correction and Interpretation of the Award; Additional Award; Remission of Awards

1. On its own initiative, the arbitral tribunal may correct a clerical, computational or typographical error, or any errors of similar nature contained in an award, provided such correction is submitted for approval to the Institute within 30 days from notification of the award by the Secretariat pursuant to Article 35(1).
2. Any application of a party for the correction of an error of the kind referred to in Article 36(1), or for the interpretation of an award, must be made to the Secretariat within 30 days from receipt of the award by such party.

3. Any application of a party for an additional award as to claims made in the arbitral proceedings which the arbitral tribunal has omitted to decide must be made to the Secretariat within 30 days from receipt of the award by such party.
4. After transmission of an application pursuant to Articles 36(2) or 36(3) to the arbitral tribunal, the latter shall grant the other party or parties a short time limit, normally not exceeding 30 days, from receipt of the application by that party or parties, to submit any comments thereon. The arbitral tribunal shall submit its decision on the application in draft form to the Institute not later than 30 days from expiry of the time limit for the receipt of any comments from the other party or parties or within such other period as the Institute may decide. A decision to correct or to interpret the award shall take the form of an addendum and shall constitute part of the award. A decision to grant the application under paragraph 3 shall take the form of an additional award. The provisions of Articles 32, 34 and 35 shall apply mutatis mutandis.
5. Where a court remits an award to the arbitral tribunal, the provisions of Articles 32, 34, 35 and this Article 36 shall apply mutatis mutandis to any addendum or award made pursuant to the terms of such remission. The Institute may take any steps as may be necessary to enable the arbitral tribunal to comply with the terms of such remission and may fix an advance to cover any additional fees and expenses of the arbitral tribunal and any additional the Institute administrative expenses.

COSTS

ARTICLE 37 Advance to Cover the Costs of the Arbitration

1. After receipt of the Request, the Secretary General may request the claimant to pay a provisional advance in an amount intended to cover the costs of the arbitration
 - a) until the Terms of Reference have been drawn up; or
 - b) when the Expedited Procedure Provisions apply, until the case management conference. Any provisional advance paid will be considered as a partial payment by the claimant of any advance on costs fixed by the Institute pursuant to this Article 37.
2. As soon as practicable, the Institute shall fix the advance on costs in an amount likely to cover the fees and expenses of the arbitrators, the Institute administrative expenses and any other expenses incurred by the Institute related to the arbitration for the claims which have been referred to it by the parties, unless any claims are made under Article 7 or 8 in which case Article 37(4) shall apply. The advance on costs fixed by the Institute pursuant to this Article 37(2) shall be payable in equal shares by the claimant and the respondent.
3. Where counterclaims are submitted by the respondent under Article 5 or otherwise, the Institute may fix separate advances on costs for the claims and the counterclaims. When the Institute has fixed separate advances on costs, each of the parties shall pay the advance on costs corresponding to its claims.
4. Where claims are made under Article 7 or 8, the Institute shall fix one or more advances on costs that shall be payable by the parties as decided by the Institute. Where the Institute has previously fixed any advance on costs pursuant to this Article 37, any such advance shall be replaced by the advance(s) fixed pursuant to this Article 37(4), and the amount of any advance previously paid by any party will be

considered as a partial payment by such party of its share of the advance(s) on costs as fixed by the Institute pursuant to this Article 37(4).

5. The amount of any advance on costs fixed by the Institute pursuant to this Article 37 may be subject to readjustment at any time during the arbitration. In all cases, any party shall be free to pay any other party's share of any advance on costs should such other party fail to pay its share.
6. When a request for an advance on costs has not been complied with, and after consultation with the arbitral tribunal, the Secretary General may direct the arbitral tribunal to suspend its work and set a time limit, which must be not less than 15 days, on the expiry of which the relevant claims shall be considered as withdrawn. Should the party in question wish to object to this measure, it must make a request within the aforementioned period for the matter to be decided by the Institute. Such party shall not be prevented, on the ground of such withdrawal, from reintroducing the same claims at a later date in another proceeding.
7. If one of the parties claims a right to a set-off with regard to any claim, such set-off shall be taken into account in determining the advance to cover the costs of the arbitration in the same way as a separate claim insofar as it may require the arbitral tribunal to consider additional matters.

ARTICLE 38 Decision as to the Costs of the Arbitration

1. The costs of the arbitration shall include the fees and expenses of the arbitrators and the Institute administrative expenses fixed by the Institute, in accordance with the scales in force at the time of the commencement of the arbitration, as well as the fees and expenses of any experts appointed by the arbitral tribunal and the reasonable legal and other costs incurred by the parties for the arbitration.
2. The Institute may fix the fees of the arbitrators at a figure higher or lower than that which would result from the application of the relevant scale should this be deemed necessary due to the exceptional circumstances of the case.
3. At any time during the arbitral proceedings, the arbitral tribunal may make decisions on costs, other than those to be fixed by the Institute, and order payment.
4. The final award shall fix the costs of the arbitration and decide which of the parties shall bear them or in what proportion they shall be borne by the parties.
5. In making decisions as to costs, the arbitral tribunal may take into account such circumstances as it considers relevant, including the extent to which each party has conducted the arbitration in an expeditious and cost-effective manner.
6. In the event of the withdrawal of all claims or the termination of the arbitration before the rendering of a final award, the Institute shall fix the fees and expenses of the arbitrators and the Institute administrative expenses. If the parties have not agreed upon the allocation of the costs of the arbitration or other relevant issues with respect to costs, such matters shall be decided by the arbitral tribunal. If the arbitral tribunal has not been constituted at the time of such withdrawal or termination, any party may request the Institute to proceed with the constitution of the arbitral tribunal in accordance with the Rules so that the arbitral tribunal may make decisions as to costs.

MISCELLANEOUS

ARTICLE 39 Modified Time Limits

1. The parties may agree to shorten the various time limits set out in the Rules. Any such agreement entered into subsequent to the constitution of an arbitral tribunal shall become effective only upon the approval of the arbitral tribunal.
2. The Institute, on its own initiative, may extend any time limit which has been modified pursuant to Article 39(1) if it decides that it is necessary to do so in order that the arbitral tribunal and the Institute may fulfil their responsibilities in accordance with the Rules.

ARTICLE 40 Waiver

A party which proceeds with the arbitration without raising its objection to a failure to comply with any provision of the Rules, or of any other rules applicable to the proceedings, any direction given by the arbitral tribunal, or any requirement under the arbitration agreement relating to the constitution of the arbitral tribunal or the conduct of the proceedings, shall be deemed to have waived its right to object.

ARTICLE 41 Limitation of Liability

The arbitrators, any person appointed by the arbitral tribunal, the emergency arbitrator, the Institute and its members, the Institute and its employees, and the Institute affiliated committees and groups and their employees and representatives shall not be liable to any person for any act or omission in connection with the arbitration, except to the extent such limitation of liability is prohibited by applicable law.

ARTICLE 42 General Rule

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

ARTICLE 43 Governing Law and Settlement of Disputes

Any claims arising out of or in connection with the administration of the arbitration proceedings by the Institute under the Rules shall be governed by Hong Kong law and settled by the Hong Kong Judicial Tribunal in Hong Kong, which shall have exclusive jurisdiction.

APPENDIX I (A) - STATUTES OF THE INSTITUTE OF ARBITRATION OF THE INTERNATIONAL COMMERCE IN HONG KONG

ARTICLE 1 Function

1. The function of the Institute of Arbitration of the International Commerce in Hong Kong (the Institute) is to ensure the application of the Rules of Arbitration of the International Commerce in Hong Kong, and it has all the necessary powers for that purpose.
2. As an autonomous body, the Institute carries out these functions in complete independence from Council Members and its organs.
3. The Institute's members are independent from the Institute's affiliated Committees and Groups.

ARTICLE 2 Composition of the Institute

The Institute shall consist of a President, Vice-Presidents, and members and alternate members (collectively designated as members). In its work it is assisted by its Secretariat (Secretariat of the Institute).

ARTICLE 3 Appointment

1. The President is elected by the Council of the Institute of Arbitration of the International Commerce (the Council) upon the recommendation of the Executive Board of Council based on the proposal of an independent selection committee which includes highly distinguished arbitration practitioners. The Council is formed by a board of five board members, which are elected by all the advisors in the Academy of Arbitration of the International Commerce in Hong Kong (the "Academy"). The Academy is the independent research body of Global Legal Alliance Limited. The Constitution of the Academy is set forth at the end of this **APPENDIX I**.
2. On the proposal of the President, the Council appoints the Vice-Presidents of the Institute from among the members of the Council or otherwise. The President and the Vice-Presidents of the Institute form the Bureau of the Institute.
3. The members of the Institute are appointed by the Council on the proposal of Institute affiliated Committees or Groups, one member for each Committee or Group. On the proposal of the President, the Council may appoint alternate members.
4. The term of office of all members, including, for the purposes of this paragraph, the President and Vice Presidents, is ten years and may be renewed once. If a member is no longer in a position to exercise the member's functions, a successor is appointed by the Council for the remainder of the term.
5. No Institute member shall serve for more than two full consecutive terms, unless the Council decides otherwise upon the recommendation of the Executive Board further to the proposal of the President, in particular where an Institute member is proposed for election as Vice-President.

ARTICLE 4 Committees

1. Save as provided in Articles 5(1), 6 and 7 of this Appendix, the Institute conducts its work in Committees of three members.
2. Members of the Committees consist of a president and two other members.

ARTICLE 5 Special Committees

1. The Institute may conduct its work in Special Committees:
 - a) to decide on matters under Articles 14 and 15(2) of the Rules;
 - b) to scrutinize draft awards in the presence of dissenting opinions;
 - c) to scrutinize draft awards in cases where one or more of the parties is a state or may be considered to be a state entity;
 - d) to decide on matters transferred to a Special Committee by a Committee which did not reach a decision or deemed it preferable to abstain, having made any suggestions it deemed appropriate; or
 - e) upon request of the President.
2. Members of the Special Committee consist of a president and at least six other members.

ARTICLE 6 Single-member Committees

The Institute may scrutinize draft awards under the Expedited Procedure Provisions in Single-member Committees.

ARTICLE 7 Plenary of the Institute

1. The Institute meets in plenary during its annual working session. It also meets in plenary whenever so convened by the President.
2. The plenary of the Institute may take any decision under Articles 4(1), 5(1) and 6 of this Appendix.
3. Members of the plenary consist of the President, the Vice-Presidents and all Institute members who have accepted to attend and are in attendance.

ARTICLE 8 Confidentiality

The work of the Institute is of a confidential nature which must be respected by everyone who participates in that work in whatever capacity. The Institute lays down the rules regarding the persons who can attend the meetings of the Institute and its Committees and who are entitled to have access to materials related to the work of the Institute and its Secretariat.

ARTICLE 9 Modification of the Rules of Arbitration

Any proposal of the Institute for a modification of the Rules is laid before the Commission on Arbitration and ADR before submission to the Executive Board of Council for approval, provided, however, that the Institute,

in order to take account of developments in information technology, may propose to modify or supplement the provisions of Article 3 of the Rules or any related provisions in the Rules without laying any such proposal before the Commission.

ARTICLE 10 The decisions of the Institute shall be deemed to be made in Hong Kong, China.

APPENDIX I (B) CONSTITUTION OF THE ACADEMY OF ARBITRATION OF THE INTERNATIONAL COMMERCE IN HONG KONG

PREAMBLE

This Constitution establishes the Academy of Arbitration of the International Commerce in Hong Kong (the "Academy") as an independent research body under Global Law Alliance Limited, a company incorporated in Hong Kong (the "Company"). The Academy is constituted to promote the study and development of international commercial arbitration and to fulfil a specific electoral function concerning the Institute of Arbitration of the International Commerce in Hong Kong.

ARTICLE 1: NAME AND STATUS

- 1.1 The name of the body shall be the "Academy of Arbitration of the International Commerce in Hong Kong".
- 1.2 The Academy is established as an independent research body and a constituent part of Global Law Alliance Limited.
- 1.3 The Academy shall have its operations centered in Hong Kong.

ARTICLE 2: OBJECTIVES AND FUNCTIONS

The objectives and functions of the Academy are:

- 2.1 To conduct and promote advanced research, study, and discourse on the law, practice, and development of international commercial arbitration.
- 2.2 To organize seminars, conferences, and publications to disseminate knowledge in the field of international commercial arbitration.
- 2.3 To elect, in accordance with the procedure set forth in Article 5 of this Constitution, five (5) Council Members to form the Council of the Institute of Arbitration of the International Commerce in Hong Kong (the

"Institute").

2.4 The Institute, for which the Academy performs an electoral function, is the independent arbitration body of Global Law Alliance Limited. The Statutes of the Institute are attached hereto as **Appendix I**.

ARTICLE 3: MEMBERSHIP OF THE ACADEMY

3.1 The Academy shall consist of Advisors.

3.2 Advisors shall be individuals of high professional standing and expertise in international commercial arbitration, law, academia, or related fields.

3.3 The initial two(2) years, Advisors shall be appointed by the Board of Directors of Global Law Alliance Limited. Subsequently, new Advisors shall be appointed by a resolution passed by a simple majority of the existing Advisors.

3.4 An Advisor may resign by providing written notice to the Chairperson of the Academy.

ARTICLE 4: GOVERNANCE OF THE ACADEMY

4.1 The Academy shall be administered by a Chairperson, Vice Chairpersons and a Secretary.

4.2 The Chairperson and Secretary shall be elected from among the Advisors by a simple majority vote for a term of five (5) years, renewable.

4.3 The Chairperson shall preside over all meetings of the Academy, and Vice Chairpersons shall assist the Chairperson in the daily business of the Academy.

4.5 Upon the proposal of the Chairperson, the Academy may appoint two(2) to five(5) honorable Chairpersons, one (1) to five (5) vice Chairpersons and two(2) to five(5) Associate Secretaries, passed by the Advisors by a simple majority vote.

4.4 The Secretary shall be responsible for the minutes, records, and correspondence of the Academy, and for administering electoral processes as per Article 5, and Associate Secretaries shall assist the Chairperson in the daily business of the Academy.

ARTICLE 5: ELECTORAL FUNCTION FOR THE INSTITUTE'S COUNCIL

5.1 The primary electoral function of the Academy is to elect five (5) Council Members of the Institute.

5.2 Election Process:

a) The Secretary shall issue a call for nominations to all Advisors.

b) Any Advisor may nominate a candidate who fulfils the qualifications required for a Council Member of the Institute. Self-nominations are permitted.

c) Voting shall be conducted by secret ballot, either electronically or in a convened meeting.

d) Each Advisor shall have one vote.

e) To be elected, a candidate must secure votes in favor from at least two-thirds (2/3) of all Advisors of the Academy.

f) The five candidates receiving the highest number of votes meeting the two-thirds threshold shall be elected. If fewer than five candidates meet the threshold, additional rounds of nomination and voting shall be held until five Council Members are elected.

5.3 The Secretary shall formally certify and communicate the result of the election to the President of the Institute and to Global Law Alliance Limited.

ARTICLE 6: MEETINGS

6.1 The Academy shall meet at least once annually for general discussion and to conduct any necessary elections.

6.2 Special meetings may be convened by the Chairperson or upon the written request of at least one-third of the Advisors.

6.3 A quorum for any meeting shall be one-half of the total number of Advisors.

ARTICLE 7: AMENDMENTS

This Constitution may be amended by a resolution passed by a two-thirds (2/3) majority of all Advisors of the Academy, subject to the approval of the Board of Directors of Global Law Alliance Limited, which approval shall not be unreasonably withheld.

ARTICLE 8: GENERAL PROVISIONS

8.1 All decisions of the Academy shall be deemed to be made in Hong Kong, China.

8.2 The working language of the Academy shall be English.

8.3 This Constitution incorporates by reference the **Statutes of the Institute of Arbitration of the International Commerce in Hong Kong**.

CERTIFICATION

Adopted on this 22nd day of December, 2025.

Zhaofan Tang

Chairperson, Academy of Arbitration of the International Commerce in Hong Kong

Zhaofan Tang Wen Chen

Director, Global Law Alliance Limited

APPENDIX I (C) CONSTITUTION OF GLOBAL ALLIANCE LIMITED

THE COMPANIES ORDINANCE (CHAPTER 622)

Private Company Limited by Shares ARTICLES OF ASSOCIATION

Global Legal Alliance Limited

環球法律聯盟有限公司

Part A Mandatory Articles

1. Company Name The name of the company is

“Global Legal Alliance Limited
環球法律聯盟有限公司”

2. Members' Liabilities

The liability of the members is limited.

3. Liabilities or Contributions of Members

The liability of the members is limited to any amount unpaid on the shares held by the members.

4. Share Capital and Initial Shareholdings (on the company's formation)

The total number of shares that the company proposes to issue

The total amount of share capital to be subscribed by the company's founder members

- (i) The amount to be paid up or to be regarded as paid up
- (ii) The amount to remain unpaid or to be regarded as remaining unpaid

10,000
HKD10,000
HKD10,000
HKD0

Class of Shares	Ordinary
The total number of shares in this class that the company proposes to issue	10,000
The total amount of share capital in this class to be subscribed by the company's founder members	HKD10,000
(i) The amount to be paid up or to be regarded as paid up	HKD10,000
(ii) The amount to remain unpaid or to be regarded as remaining unpaid	HKD0

I/WE, the undersigned, wish to form a company and wish to adopt the articles of association as attached, and I/we respectively agree to subscribe for the amount of share capital of the Company and to take the number of shares in the Company set opposite my/our respective name.

Name(s) of Founder Members	Number of Share(s) and Total Amount of Share Capital
TANG ZHAOFAN 唐兆凡	5,000 Ordinary shares HKD5,000
CHEN WEN 陈文	5,000 Ordinary shares HKD5,000
Total:	10,000 Ordinary shares HKD10,000

Part 1
Interpretation

1. Interpretation

(1) In these articles—

articles (本《章程細則》) means the articles of association of the company;

associated company (有聯繫公司) means—

- (a) a subsidiary of the company;
- (b) a holding company of the company; or
- (c) a subsidiary of such a holding company;

distribution recipient (分派對象) means, in relation to a share in respect of which a dividend or other sum is payable—

- (a) the holder of the share;
- (b) if the share has 2 or more joint holders, whichever of them is named first in the register of members; or
- (c) if the holder is no longer entitled to the share by reason of death or bankruptcy or otherwise by operation of law, the transmittee;

fully paid (已繳足款), in relation to a share, means the price at which the share was issued has been fully paid to the company;

holder (持有人), in relation to a share, means the person whose name is entered in the register of members as the holder of the share;

mental incapacity (精神上無行為能力) has the meaning given by section 2(1) of the Mental Health Ordinance (Cap. 136);

mentally incapacitated person (精神上無行為能力者) means a person who is found under the Mental Health Ordinance (Cap. 136) to be incapable, by reason of mental incapacity, of managing and administering his or her property and affairs;

Ordinance (《條例》) means the Companies Ordinance (Cap. 622);

paid (已繳) means paid or credited as paid;

proxy notice (代表通知書)—see article 43(1);

register of members (成員登記冊) means the register of members of the company;

transmittee (承傳人) means a person entitled to a share by reason of the death or bankruptcy of a member or otherwise by operation of law;

virtual meeting technology (虛擬會議科技) means a technology that allows a person to listen, speak and vote at a meeting without being physically present at the meeting.

- (2) Other words or expressions used in these articles have the same meaning as in the Ordinance as in force on the date these articles become binding on the company.
- (3) For the purposes of these articles, a document is authenticated if it is authenticated in any way in which section 828(5) or 829(3) of the Ordinance provides for documents or information to be authenticated for the purposes of the Ordinance.
- (4) The articles set out in Schedule 2 of the Companies (Model Articles) Notice (Cap. 622H) do not apply to the company.

Part 2 Private
Company

2. Company is private company

(1) The company is a private company and accordingly—

- (a) a member's right to transfer shares is restricted in the manner specified in this article;
- (b) the number of members is limited to 50; and
- (c) any invitation to the public to subscribe for any shares or debentures of the company is prohibited.

(2) The directors may in their discretion refuse to register the transfer of a share.

(3) In paragraph (1)(b)—

member (成員) excludes—

- (a) a member who is an employee of the company; and
 - (b) a person who was a member while being an employee of the company and who continues to be a member after ceasing to be such an employee.
- (4) For the purposes of this article, 2 or more persons who hold shares in the company jointly are to be regarded as 1 member.

Part 3

Directors and Company Secretary Division

1—Directors' Powers and Responsibilities

3. Directors' general authority

- (1) Subject to the Ordinance and these articles, the business and affairs of the company are managed by the directors, who may exercise all the powers of the company.
- (2) An alteration of these articles does not invalidate any prior act of the directors that would have been valid if the alteration had not been made.
- (3) The powers given by this article are not limited by any other power given to the directors by these articles.
- (4) A directors' meeting at which a quorum is present may exercise all powers exercisable by the directors.

4. Members' reserve power

- (1) The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- (2) The special resolution does not invalidate anything that the directors have done before the passing of the resolution.

5. Directors may delegate

- (1) Subject to these articles, the directors may, if they think fit, delegate any of the powers that are conferred on them under these articles—
 - (a) to any person;
 - (b) by any means (including by power of attorney);
 - (c) to any extent and without territorial limit;
 - (d) in relation to any matter; and
 - (e) on any terms and conditions.
- (2) If the directors so specify, the delegation may authorize further delegation of the directors' powers by any person to whom they are delegated.
- (3) The directors may—
 - (a) revoke the delegation wholly or in part; or
 - (b) revoke or alter its terms and conditions.

Division 2—Decision-taking by Directors

6. Directors to take decision collectively

- (1) A decision of the directors may only be taken—
 - (a) by a majority of the directors at a meeting; or
 - (b) in accordance with article 7.
- (2) Paragraph (1) does not apply if—
 - (a) the company only has 1 director; and
 - (b) no provision of these articles requires it to have more than one director.
- (3) If paragraph (1) does not apply, the director may take decisions without regard to any of the provisions of these articles relating to directors' decision-taking.

7. Unanimous decisions

- (1) A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other (either directly or indirectly) by any means that they share a common view on a matter.
- (2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.
- (3) A reference in this article to eligible directors is a reference to directors who would have been entitled to vote on the matter if it had been proposed as a resolution at a directors' meeting.
- (4) A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at a directors' meeting.

8. Calling directors' meetings

- (1) Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorizing the company secretary to give such notice.

- (2) Notice of a directors' meeting must indicate—
 - (a) its proposed date and time; and
 - (b) where it is to take place.
- (3) Notice of a directors' meeting must be given to each director, but need not be in writing.

9. Participation in directors' meetings

- (1) Subject to these articles, directors participate in a directors' meeting, or part of a directors' meeting, when—
 - (a) the meeting has been called and takes place in accordance with these articles; and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- (2) In determining whether directors are participating in a directors' meeting, it is irrelevant where a director is and how they communicate with each other.
- (3) If all the directors participating in a directors' meeting are not in the same place, they may regard the meeting as taking place wherever any one of them is.

10. Quorum for directors' meetings

- (1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- (2) The quorum for directors' meetings may be fixed from time to time by a decision of the directors and unless otherwise fixed it is 2 unless there is a sole director, in which case the quorum is 1.

11. Meetings if total number of directors less than quorum

If the total number of directors for the time being is less than the quorum required for directors' meetings, the directors must not take any decision other than a decision—

- (a) to appoint further directors; or
- (b) to call a general meeting so as to enable the members to appoint further directors.

12. Chairing of directors' meetings

- (1) The directors may appoint a director to chair their meetings.
- (2) The person appointed for the time being is known as the chairperson.
- (3) The directors may terminate the appointment of the chairperson at any time.
- (4) If the chairperson is not participating in a directors' meeting within 10 minutes of the time at which it was to start or is unwilling to chair the meeting, the participating directors may appoint one of themselves to chair it.

13. Chairperson's casting vote at directors' meetings

- (1) If the numbers of votes for and against a proposal are equal, the chairperson or other director chairing the directors' meeting has a casting vote.
- (2) Paragraph (1) does not apply if, in accordance with these articles, the chairperson or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

14. Conflicts of interest

- (1) This article applies if—
 - (a) a director is in any way (directly or indirectly) interested in a transaction, arrangement or contract with the company that is significant in relation to the company's business; and
 - (b) the director's interest is material.
- (2) The director may declare the nature and extent of the director's interest to the other directors in accordance with section 536 of the Ordinance but is not obliged to do so. Even if the director does not make any declaration pursuant to this article, all resolutions passed shall still be valid.
- (3) The director may—
 - (a) vote in respect of the transaction, arrangement or contract in which the

- director is so interested; nor
- (b) be counted for quorum purposes in respect of the transaction, arrangement or contract.

15. Supplementary provisions as to conflicts of interest

- (1) A director may hold any other office or position of profit under the company (other than the office of auditor and if the company has only 1 director, the office of company secretary) in conjunction with the office of director for a period and on terms (as to remuneration or otherwise) that the directors determine.
- (2) A director or intending director is not disqualified by the office of director from contracting with the company—
 - (a) with regard to the tenure of the other office or position of profit mentioned in paragraph (1); or
 - (b) as vendor, purchaser or otherwise.
- (3) The contract mentioned in paragraph (2) or any transaction, arrangement or contract entered into by or on behalf of the company in which any director is in any way interested is not liable to be avoided.
- (4) A director who has entered into a contract mentioned in paragraph (2) or is interested in a transaction, arrangement or contract mentioned in paragraph (3) is not liable to account to the company for any profit realized by the transaction, arrangement or contract by reason of—
 - (a) the director holding the office; or
 - (b) the fiduciary relation established by the office.
- (5) A director of the company may be a director or other officer of, or be otherwise interested in—
 - (a) any company promoted by the company; or
 - (b) any company in which the company may be interested as shareholder or otherwise.
- (6) Subject to the Ordinance, the director is not accountable to the company for any remuneration or other benefits received by the director as a director or officer of, or from the director's interest in, the other company unless the company otherwise directs.

16. Validity of acts of meeting of directors

The acts of any meeting of directors or the acts of any person acting as a director are as valid as if the directors or the person had been duly appointed as a director and was qualified to be a director, even if it is afterwards discovered that—

- (a) there was a defect in the appointment of any of the directors or of the person acting as a director;
- (b) any one or more of them were not qualified to be a director or were disqualified from being a director;
- (c) any one or more of them had ceased to hold office as a director; or
- (d) any one or more of them were not entitled to vote on the matter in question.

17. Record of decisions to be kept

The directors must ensure that the company keeps a written record of every decision taken by the directors under article 6(1) for at least 10 years from the date of the decision.

18. Written record of decision of sole director

- (1) This article applies if the company has only 1 director and the director takes any decision that—
 - (a) may be taken in a directors' meeting; and
 - (b) has effect as if agreed in a directors' meeting.

- (2) The director must provide the company with a written record of the decision within 7 days after the decision is made.
- (3) The director is not required to comply with paragraph (2) if the decision is taken by way of a resolution in writing.
- (4) If the decision is taken by way of a resolution in writing, the company must keep the resolution for at least 10 years from the date of the decision.
- (5) The company must also keep a written record provided to it in accordance with paragraph (2) for at least 10 years from the date of the decision.

19. Directors' discretion to make further rules

Subject to these articles, the directors may make any rule that they think fit about—

- (a) how they take decisions; and
- (b) how the rules are to be recorded or communicated to directors.

Division 3—Appointment and Retirement of Directors

20. Appointment and retirement of directors

- (1) A person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director—
 - (a) by ordinary resolution; or
 - (b) by a decision of the directors.
- (2) Unless otherwise specified in the appointment, a director appointed under paragraph (1)(a) holds office for an unlimited period of time.
- (3) An appointment under paragraph (1)(b) may only be made to—
 - (a) fill a casual vacancy; or
 - (b) appoint a director as an addition to the existing directors if the total number of directors does not exceed the number fixed in accordance with these articles.
- (4) A director appointed under paragraph (1)(b) must—
 - (a) retire from office at the next annual general meeting following the appointment; or
 - (b) if the company has dispensed with the holding of annual general meetings or is not required to hold annual general meetings, retire from office before the end of 9 months after the end of the company's accounting reference period by reference to which the financial year in which the director was appointed is to be determined.

21. Retiring director eligible for reappointment

A retiring director is eligible for reappointment to the office.

22. Termination of director's appointment

A person ceases to be a director if the person—

- (a) ceases to be a director under the Ordinance or the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) or is prohibited from being a director by law;
- (b) becomes bankrupt or makes any arrangement or composition with the person's creditors generally;
- (c) becomes a mentally incapacitated person;
- (d) resigns the office of director by notice in writing of the resignation in accordance with section 464(5) of the Ordinance;
- (e) for more than 6 months has been absent without the directors' permission from directors' meetings held during that period; or
- (f) is removed from the office of director by an ordinary resolution of the company.

23. Directors' remuneration

- (1) Directors' remuneration must be determined by the company at a general meeting.
- (2) A director's remuneration may—
 - (a) take any form; and
 - (b) include any arrangements in connection with the payment of a retirement benefit to or in respect of that director.
- (3) Directors' remuneration accrues from day to day.

24. Directors' expenses

The company may pay any travelling, accommodation and other expenses properly incurred by directors in connection with—

- (a) their attendance at—
 - (i) meetings of directors;
 - (ii) general meetings; or
- (b) the exercise of their powers and the discharge of their responsibilities in relation to the company.

Division 4—Directors' Indemnity and Insurance

25. Indemnity

- (1) A director or former director of the company may be indemnified out of the company's assets against any liability incurred by the director to a person other than the company or an associated company of the company in connection with any negligence, default, breach of duty or breach of trust in relation to the company or associated company (as the case may be).
- (2) Paragraph (1) only applies if the indemnity does not cover—
 - (a) any liability of the director to pay—
 - (i) a fine imposed in criminal proceedings; or
 - (ii) a sum payable by way of a penalty in respect of non-compliance with any requirement of a regulatory nature; or
 - (b) any liability incurred by the director—
 - (i) in defending criminal proceedings in which the director is convicted;
 - (ii) in defending civil proceedings brought by the company, or an associated company of the company, in which judgment is given against the director;
 - (iii) in defending civil proceedings brought on behalf of the company by a member of the company or of an associated company of the company, in which judgment is given against the director;
 - (iv) in defending civil proceedings brought on behalf of an associated company of the company by a member of the associated company or by a member of an associated company of the associated company, in which judgment is given against the director; or
 - (v) in connection with an application for relief under section 903 or 904 of the Ordinance in which the Court refuses to grant the director relief.
- (3) A reference in paragraph (2)(b) to a conviction, judgment or refusal of relief is a reference to the final decision in the proceedings.
- (4) For the purposes of paragraph (3), a conviction, judgment or refusal of relief—
 - (a) if not appealed against, becomes final at the end of the period for bringing an appeal; or
 - (b) if appealed against, becomes final when the appeal, or any further appeal, is disposed of.
- (5) For the purposes of paragraph (4)(b), an appeal is disposed of if—
 - (a) it is determined, and the period for bringing any further appeal has ended; or
 - (b) it is abandoned or otherwise ceases to have effect.

26. Insurance

The directors may decide to purchase and maintain insurance, at the expense of the company, for a director of the company, or a director of an associated company of the company, against—

- (a) any liability to any person attaching to the director in connection with any negligence, default, breach of duty or breach of trust (except for fraud) in relation to the company or associated company (as the case may be); or
- (b) any liability incurred by the director in defending any proceedings (whether civil or criminal) taken against the director for any negligence, default, breach of duty or breach of trust (including fraud) in relation to the company or associated company (as the case may be).

Division 5—Company Secretary

27. Appointment and removal of company secretary

- (1) The directors may appoint a company secretary for a term, at a remuneration and on conditions they think fit.
- (2) The directors may remove a company secretary appointed by them.

Part 4

Decision-taking by

Members Division 1—

Organization of General

Meetings

28. General meetings

- (1) Subject to sections 611, 612 and 613 of the Ordinance, the company must, in respect of each financial year of the company, hold a general meeting as its annual general meeting in accordance with section 610 of the Ordinance.
- (2) The directors may, if they think fit, call a general meeting.
- (3) If the directors are required to call a general meeting under section 566 of the Ordinance, they must call it in accordance with section 567 of the Ordinance.
- (4) If the directors do not call a general meeting in accordance with section 567 of the Ordinance, the members who requested the meeting, or any of them representing more than one half of the total voting rights of all of them, may themselves call a general meeting in accordance with section 568 of the Ordinance.

29. Notice of general meetings

- (1) An annual general meeting must be called by notice of at least 21 days in writing.
- (2) A general meeting other than an annual general meeting must be called by notice of at least 14 days in writing.
- (3) The notice is exclusive of—
 - (a) the day on which it is served or deemed to be served; and
 - (b) the day for which it is given.
- (4) The notice must—
 - (a) specify the date and time of the meeting;
 - (b) specify either or both of the following—
 - (i) the physical venue of the meeting;
 - (ii) the virtual meeting technology to be used for holding the meeting;
 - (ba) if 2 or more physical venues are specified under subparagraph (b)(i)—specify the principal venue, and the other venue or venues, of the meeting;
 - (c) state the general nature of the business to be dealt with at the meeting;

- (d) for a notice calling an annual general meeting, state that the meeting is an annual general meeting;
 - (e) if a resolution (whether or not a special resolution) is intended to be moved at the meeting—
 - (i) include notice of the resolution; and
 - (ii) include or be accompanied by a statement containing any information or explanation that is reasonably necessary to indicate the purpose of the resolution;
 - (f) if a special resolution is intended to be moved at the meeting, specify the intention and include the text of the special resolution; and
 - (g) contain a statement specifying a member’s right to appoint a proxy under section 596(1) and (3) of the Ordinance.
- (5) Paragraph (4)(e) does not apply in relation to a resolution of which—
- (a) notice has been included in the notice of the meeting under section 567(3) or 568(2) of the Ordinance; or
 - (b) notice has been given under section 615 of the Ordinance.
- (6) Despite the fact that a general meeting is called by shorter notice than that specified in this article, it is regarded as having been duly called if it is so agreed—
- (a) for an annual general meeting, by all the members entitled to attend and vote at the meeting; and
 - (b) in any other case, by a majority in number of the members entitled to attend and vote at the meeting, being a majority together representing at least 95% of the total voting rights at the meeting of all the members.

30. Persons entitled to receive notice of general meetings

- (1) Notice of a general meeting must be given to—
 - (a) every member; and
 - (b) every director.
- (2) In paragraph (1), the reference to a member includes a transmittee, if the company has been notified of the transmittee’s entitlement to a share.
- (3) If notice of a general meeting or any other document relating to the meeting is required to be given to a member, the company must give a copy of it to its auditor (if more than one auditor, to everyone of them) at the same time as the notice or the other document is given to the member.

31. Accidental omission to give notice of general meetings

Any accidental omission to give notice of a general meeting to, or any non-receipt of notice of a general meeting by, any person entitled to receive notice does not invalidate the proceedings at the meeting.

32. Attendance and speaking at general meetings

- (1) A person is able to exercise the right to speak at a general meeting when the person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions that the person has on the business of the meeting.
- (2) A person is able to exercise the right to vote at a general meeting when—
 - (a) the person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - (b) the person’s vote can be taken into account in determining whether or not those resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- (3) The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or

vote at it.

- (4) In determining attendance at a general meeting, it is immaterial whether any 2 or more members attending it are in the same physical venue as each other.
- (5) Two or more persons who are not in the same physical venue as each other attend a general meeting if their circumstances are such that if they have rights to speak and vote at the meeting, they are able to exercise them.
- (6) A person attends a general meeting by using virtual meeting technology if—
 - (a) the person uses the virtual meeting technology specified in the notice of the meeting; and
 - (b) where the person has the rights to speak and vote at the meeting, the person is able to exercise them.

33. Quorum for general meetings

- (1) Two members present in person or by proxy constitute a quorum at a general meeting. If the company has only one member, that member present in person or by proxy constitutes a quorum at a general meeting of the company.
- (1A) For the purposes of paragraph (1), a person who attends a general meeting by using the virtual meeting technology specified in the notice of the meeting is to be regarded as being present while so attending.
- (2) No business other than the appointment of the chairperson of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

34. Chairing general meetings

- (1) If the chairperson (if any) of the board of directors is present at a general meeting and is willing to preside as chairperson at the meeting, the meeting is to be presided over by him or her.
- (2) The directors present at a general meeting must elect one of themselves to be the chairperson if—
 - (a) there is no chairperson of the board of directors;
 - (b) the chairperson is not present within 15 minutes after the time appointed for holding the meeting;
 - (c) the chairperson is unwilling to act; or
 - (d) the chairperson has given notice to the company of the intention not to attend the meeting.
- (3) The members present at a general meeting must elect one of themselves to be the chairperson if—
 - (a) no director is willing to act as chairperson; or
 - (b) no director is present within 15 minutes after the time appointed for holding the meeting.
- (4) A proxy may be elected to be the chairperson of a general meeting by a resolution of the company passed at the meeting.

35. Attendance and speaking by non-members

- (1) Directors may attend and speak at general meetings, whether or not they are members of the company.
- (2) The chairperson of a general meeting may permit other persons to attend and speak at a general meeting even though they are not—
 - (a) members of the company; or
 - (b) otherwise entitled to exercise the rights of members in relation to general meetings.

36. Adjournment

- (1) If a quorum is not present within 30 minutes after the time appointed for

- holding a general meeting, the meeting must—
- (a) if called on the request of members—be dissolved; or
 - (b) if not called on the request of members—be adjourned.
- (1A) If a general meeting is adjourned under paragraph (1)(b), the directors must determine—
- (a) the date and time of the adjourned meeting;
 - (b) either or both of the following—
 - (i) the physical venue of the adjourned meeting;
 - (ii) the virtual meeting technology to be used for holding the adjourned meeting; and
 - (c) if 2 or more physical venues are determined under subparagraph (b)(i)—the principal venue, and the other venue or venues, of the adjourned meeting.
- (2) If at the adjourned meeting, a quorum is not present within 30 minutes after the time appointed for holding the meeting, the member or members present in person or by proxy constitute a quorum.
- (3) The chairperson may adjourn a general meeting at which a quorum is present if—
- (a) the meeting consents to an adjournment; or
 - (b) it appears to the chairperson that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- (4) The chairperson must adjourn a general meeting if directed to do so by the meeting.
- (5) When adjourning a general meeting under paragraph (3) or (4), the chairperson must specify—
- (a) the date and time of the adjourned meeting;
 - (b) either or both of the following—
 - (i) the physical venue of the adjourned meeting;
 - (ii) the virtual meeting technology to be used for holding the adjourned meeting; and
 - (c) if 2 or more physical venues are specified under subparagraph (b)(i)—the principal venue, and the other venue or venues, of the adjourned meeting.
- (6) Only the business left unfinished at the general meeting may be transacted at the adjourned meeting.
- (7) If a general meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as for an original meeting.
- (8) If a general meeting is adjourned for less than 30 days, it is not necessary to give any notice of the adjourned meeting.
- (9) If no notice of an adjourned meeting is given, a person who attends the adjourned meeting by using either of the following virtual meeting technologies is to be regarded as being present while so attending—
- (a) the virtual meeting technology determined by the directors under paragraph (1A);
 - (b) the virtual meeting technology specified by the chairperson under paragraph (5).

Division 2—Voting at General Meetings

37. General rules on voting

- (1) A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these articles.
- (2) If there is an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, is entitled to a second or casting vote.
- (3) On a vote on a resolution on a show of hands at a general meeting, a declaration by the chairperson that the resolution—
 - (a) has or has not been passed; or

- (b) has passed by a particular majority, is conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- (4) An entry in respect of the declaration in the minutes of the meeting is also conclusive evidence of that fact without the proof.

38. Errors and disputes

- (1) Any objection to the qualification of any person voting at a general meeting may only be raised at the meeting or adjourned meeting at which the vote objected to is tendered, and a vote not disallowed at the meeting is valid.
- (2) Any objection must be referred to the chairperson of the meeting whose decision is final.

39. Demanding a poll

- (1) A poll on a resolution may be demanded—
 - (a) in advance of the general meeting where it is to be put to the vote; or
 - (b) at a general meeting, either before or on the declaration of the result of a show of hands on that resolution.
- (2) A poll on a resolution may be demanded by—
 - (a) the chairperson of the meeting;
 - (b) at least 2 members present in person or by proxy; or
 - (c) any member or members present in person or by proxy and representing at least 5% of the total voting rights of all the members having the right to vote at the meeting.
- (3) The instrument appointing a proxy is regarded as conferring authority to demand or join in demanding a poll on a resolution.
- (4) A demand for a poll on a resolution may be withdrawn.

40. Number of votes a member has

- (1) On a vote on a resolution on a show of hands at a general meeting—
 - (a) every member present in person has 1 vote; and
 - (b) every proxy present who has been duly appointed by a member entitled to vote on the resolution has 1 vote.
- (2) If a member appoints more than one proxy, the proxies so appointed are not entitled to vote on the resolution on a show of hands.
- (3) On a vote on a resolution on a poll taken at a general meeting—
 - (a) every member present in person has 1 vote for each share held by him or her; and
 - (b) every proxy present who has been duly appointed by a member has 1 vote for each share in respect of which the proxy is appointed.
- (4) This article has effect subject to any rights or restrictions attached to any shares or class of shares.

41. Votes of joint holders of shares

- (1) For joint holders of shares, only the vote of the most senior holder who votes (and any proxies duly authorized by the holder) may be counted.
- (2) For the purposes of this article, the seniority of a holder of a share is determined by the order in which the names of the joint holders appear in the register of members.

42. Votes of mentally incapacitated members

- (1) A member who is a mentally incapacitated person may vote, whether on a show of hands or on a poll, by the member's committee, receiver, guardian or other person in the nature of a committee, receiver or guardian appointed by the Court.
- (2) The committee, receiver, guardian or other person may vote by proxy on a show

of hands or on a poll.

43. Content of proxy notices

- (1) A proxy may only validly be appointed by a notice in writing (**proxy notice**) that—
 - (a) states the name and address of the member appointing the proxy;
 - (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - (c) is authenticated, or is signed on behalf of the member appointing the proxy; and
 - (d) is delivered to the company in accordance with these articles and any instructions contained in the notice of the general meeting in relation to which the proxy is appointed.
- (2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (3) If the company requires or allows a proxy notice to be delivered to it in electronic form, it may require the delivery to be properly protected by a security arrangement it specifies.
- (4) A proxy notice may specify how the proxy appointed under it is to vote (or that the proxy is to abstain from voting) on one or more resolutions dealing with any business to be transacted at a general meeting.
- (5) Unless a proxy notice indicates otherwise, it must be regarded as—
 - (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the general meeting; and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

44. Execution of appointment of proxy on behalf of member appointing the proxy

If a proxy notice is not authenticated, it must be accompanied by written evidence of the authority of the person who executed the appointment to execute it on behalf of the member appointing the proxy.

45. Delivery of proxy notice and notice revoking appointment of proxy

- (1) A proxy notice does not take effect unless it is received by the company—
 - (a) for a general meeting or adjourned general meeting, at least 48 hours before the time appointed for holding the meeting or adjourned meeting; and
 - (b) for a poll taken more than 48 hours after it was demanded, at least 24 hours before the time appointed for taking the poll.
- (2) An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- (3) A notice revoking the appointment only takes effect if it is received by the company—
 - (a) for a general meeting or adjourned general meeting, at least 48 hours before the time appointed for holding the meeting or adjourned meeting; and
 - (b) for a poll taken more than 48 hours after it was demanded, at least 24 hours before the time appointed for taking the poll.

46. Effect of member's voting in person on proxy's authority

- (1) A proxy's authority in relation to a resolution is to be regarded as revoked in the circumstances set out in section 605 of the Ordinance.
- (2) A member who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of the meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of the member.

- 47. Effect of proxy votes in case of death, mental incapacity, etc. of member appointing the proxy**
- (1) A vote given in accordance with the terms of a proxy notice is valid despite—
 - (a) the previous death or mental incapacity of the member appointing the proxy;
 - (b) the revocation of the appointment of the proxy or of the authority under which the appointment of the proxy is executed; or
 - (c) the transfer of the share in respect of which the proxy is appointed.
 - (2) Paragraph (1) does not apply if notice in writing of the death, mental incapacity, revocation or transfer is received by the company—
 - (a) for a general meeting or adjourned general meeting, at least 48 hours before the time appointed for holding the meeting or adjourned meeting; and
 - (b) for a poll taken more than 48 hours after it was demanded, at least 24 hours before the time appointed for taking the poll.
- 48. Amendments to proposed resolutions**
- (1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—
 - (a) notice of the proposed amendment is given to the company secretary in writing; and
 - (b) the proposed amendment does not, in the reasonable opinion of the chairperson of the meeting, materially alter the scope of the resolution.
 - (2) The notice must be given by a person entitled to vote at the general meeting at which it is to be proposed at least 48 hours before the meeting is to take place (or a later time the chairperson of the meeting determines).
 - (3) A special resolution to be proposed at a general meeting may be amended by ordinary resolution if—
 - (a) the chairperson of the meeting proposes the amendment at the meeting at which the special resolution is to be proposed; and
 - (b) the amendment merely corrects a grammatical or other non-substantive error in the special resolution.
 - (4) If the chairperson of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the vote on that resolution remains valid unless the Court orders otherwise.

Part 5

Shares and

Distributions

Division 1—

Issue of Shares

49. All shares to be fully paid up

No share is to be issued unless the share is fully paid.

Division 2—Interests in Shares

50. Company only bound by absolute interests

- (1) Except as required by law, no person is to be recognized by the company as holding any share on any trust.
- (2) Except as otherwise required by law or these articles, the company is not in any way to be bound by or recognize any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.
- (3) Paragraph (2) applies even though the company has notice of the interest.

Division 3—Share Certificates

51. Certificates to be issued except in certain cases

- (1) The company must issue each member, free of charge, with one or more certificates in respect of the shares that the member holds, within—
 - (a) 2 months after allotment or lodgment of a proper instrument of transfer; or
 - (b) any other period that the conditions of issue provide.
- (2) If more than one person holds a share, only 1 certificate may be issued in respect of it.

52. Contents and execution of share certificates

- (1) A certificate must specify—
 - (a) in respect of how many shares the certificate is issued;
 - (b) the fact that the shares are fully paid; and
 - (c) any distinguishing numbers assigned to them.
- (2) A certificate must—
 - (a) have affixed to it the company's common seal or the company's official seal under section 126 of the Ordinance; or
 - (b) be otherwise executed in accordance with the Ordinance.

53. Replacement share certificates

- (1) If a certificate issued in respect of a member's shares is defaced, damaged, lost or destroyed, the member is entitled to be issued with a replacement certificate in respect of the same shares.
- (2) A member exercising the right to be issued with a replacement certificate—
 - (a) must return the certificate that is to be replaced to the company if it is defaced or damaged; and
 - (b) must comply with the conditions as to evidence, indemnity and the payment of a reasonable fee that the directors decide.

Division 4—Transfer and Transmission of Shares

54. Transfer of shares

- (1) Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of both the transferor and the transferee.
- (2) No fee may be charged by the company for registering any instrument of transfer or other document relating to or affecting the title to any share.
- (3) The company may retain any instrument of transfer that is registered.
- (4) The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

55. Power of directors to refuse transfer of shares

- (1) Without limiting article 2(2), the directors may refuse to register the transfer of a share if—
 - (a) the instrument of transfer is not lodged at the company's registered office or another place that the directors have appointed;
 - (b) the instrument of transfer is not accompanied by the certificate for the share to which it relates, or other evidence the directors reasonably require to show the transferor's right to make the transfer, or evidence of the right of someone other than the transferor to make the transfer on the transferor's behalf; or
 - (c) the transfer is in respect of more than one class of shares.
- (2) If the directors refuse to register the transfer of a share under paragraph (1) or article 2(2)—
 - (a) the transferor or transferee may request a statement of the reasons for the refusal; and
 - (b) the instrument of transfer must be returned to the transferor or transferee

who lodged it unless the directors suspect that the proposed transfer may be fraudulent.

- (3) The instrument of transfer must be returned in accordance with paragraph (2) (b) together with a notice of refusal within 2 months after the date on which the instrument of transfer was lodged with the company.
- (4) If a request is made under paragraph (2)(a), the directors must, within 28 days after receiving the request—
 - (a) send the transferor or transferee who made the request a statement of the reasons for the refusal; or
 - (b) register the transfer.

56. Transmission of shares

If a member dies, the company may only recognize the following person or persons as having any title to a share of the deceased member—

- (a) if the deceased member was a joint holder of the share, the surviving holder or holders of the share; and
- (b) if the deceased member was a sole holder of the share, the legal personal representative of the deceased member.

57. Transmittees' rights

- (1) If a transmittee produces evidence of entitlement to the share as the directors properly require, the transmittee may, subject to these articles, choose to become the holder of the share or to have the share transferred to another person.
- (2) The directors have the same right to refuse or suspend the registration as they would have had if the holder had transferred the share before the transmission.
- (3) A transmittee is entitled to the same dividends and other advantages to which the transmittee would be entitled if the transmittee were the holder of the share, except that the transmittee is not, before being registered as a member in respect of the share, entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company.
- (4) The directors may at any time give notice requiring a transmittee to choose to become the holder of the share or to have the share transferred to another person.
- (5) If the notice is not complied with within 90 days of the notice being given, the directors may withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with.

58. Exercise of transmittees' rights

- (1) If a transmittee chooses to become the holder of a share, the transmittee must notify the company in writing of the choice.
- (2) Within 2 months after receiving the notice, the directors must—
 - (a) register the transmittee as the holder of the share; or
 - (b) send the transmittee a notice of refusal of registration.
- (3) If the directors refuse registration, the transmittee may request a statement of the reasons for the refusal.
- (4) If a request is made under paragraph (3), the directors must, within 28 days after receiving the request—
 - (a) send the transmittee a statement of the reasons for the refusal; or
 - (b) register the transmittee as the holder of the share.
- (5) If the transmittee chooses to have the share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.
- (6) All the limitations, restrictions and other provisions of these articles relating to

the right to transfer and the registration of transfer of shares apply to the notice under paragraph (1) or the transfer under paragraph (5), as if the transmission had not occurred and the transfer were a transfer made by the holder of the share before the transmission.

59. Transmittees bound by prior notices

If a notice is given to a member in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the member before the transmittee's name has been entered in the register of members.

Division 5—Alteration and Reduction of Share Capital, Share Buy-backs and Allotment of Shares

60. Alteration of share capital

- (1) Subject to paragraph (2), the company may alter its share capital in any one or more of the ways set out in section 170(2)(a), (b), (c), (d), (e) and (f)(i) of the Ordinance, and subsections (3), (4), (5), (6), (7) and (8) of that section apply accordingly.
- (2) An alteration made in the way set out in section 170(2)(c), (d), (e) or (f)(i) of the Ordinance may only be made by ordinary resolution.

61. Reduction of share capital

The company may by special resolution reduce its share capital in accordance with Division 3 of Part 5 of the Ordinance.

62. Share buy-backs

The company may buy back its own shares (including any redeemable shares) in accordance with Division 4 of Part 5 of the Ordinance.

63. Allotment of shares

The directors must not exercise any power conferred on them to allot shares in the company without the prior approval of the company by resolution if the approval is required by section 140 of the Ordinance.

Division 6—Distributions

64. Procedure for declaring dividends

- (1) The company may at a general meeting declare dividends, but a dividend must not exceed the amount recommended by the directors.
- (2) The directors may from time to time pay the members interim dividends that appear to the directors to be justified by the profits of the company.
- (3) A dividend may only be paid out of the profits in accordance with Part 6 of the Ordinance.
- (4) Unless the members' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each member's holding of shares on the date of the resolution or decision to declare or pay it.
- (5) Before recommending any dividend, the directors may set aside out of the profits of the company any sums they think fit as reserves.
- (6) The directors may—
 - (a) apply the reserves for any purpose to which the profits of the company may be properly applied; and
 - (b) pending such an application, employ the reserves in the business of the company or invest them in any investments (other than shares of the company) that they think fit.
- (7) The directors may also without placing the sums to reserve carry forward any

profits that they think prudent not to divide.

65. Payment of dividends and other distributions

- (1) If a dividend or other sum that is a distribution is payable in respect of a share, it must be paid by one or more of the following means—
 - (a) transfer to a bank account specified by the distribution recipient either in writing or as the directors decide;
 - (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors decide;
 - (c) sending a cheque made payable to the specified person by post to the specified person at the address the distribution recipient has specified either in writing or as the directors decide;
 - (d) any other means of payment as the directors agree with the distribution recipient either in writing or as the directors decide.
- (2) In this article—

specified person (指明人士) means a person specified by the distribution recipient either in writing or as the directors decide.

66. No interest on distributions

The company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by—

- (a) the terms on which the share was issued; or
- (b) the provisions of another agreement between the holder of the share and the company.

67. Unclaimed distributions

- (1) If dividends or other sums are payable in respect of shares and they are not claimed after having been declared or become payable, they may be invested or made use of by the directors for the benefit of the company until claimed.
- (2) The payment of the dividends or other sums into a separate account does not make the company a trustee in respect of it.
- (3) A distribution recipient is no longer entitled to a dividend or other sum and it ceases to remain owing by the company, if—
 - (a) 12 years have passed from the date on which the dividend or other sum became due for payment; and
 - (b) the distribution recipient has not claimed it.

68. Non-cash distributions

- (1) Subject to the terms of issue of the share in question, the company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).
- (2) For paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, if any difficulty arises regarding the distribution—
 - (a) fixing the value of any assets;
 - (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
 - (c) vesting any assets in trustees.

69. Waiver of distributions

- (1) Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by executing to the company a deed to that effect.
- (2) But if the share has more than one holder or more than one person is entitled to the share (whether by reason of the death or bankruptcy of one or more joint holders, or otherwise), the deed is not effective unless it is expressed to be executed by all the holders or other persons entitled to the share.

Division 7—Capitalization of Profits

70. Capitalization of profits

- (1) The company may by ordinary resolution on the recommendation of the directors capitalize profits.
- (2) If the capitalization is to be accompanied by the issue of shares or debentures, the directors may apply the sum capitalized in the proportions in which the members would be entitled if the sum was distributed by way of dividend.
- (3) To the extent necessary to adjust the rights of the members among themselves if shares or debentures become issuable in fractions, the directors may make any arrangements they think fit, including the issuing of fractional certificates or the making of cash payments or adopting a rounding policy.

Part 6

Miscellaneous Provisions

Division 1—Communications to and by Company

71. Means of communication to be used

- (1) Subject to these articles, anything sent or supplied by or to the company may be sent or supplied in any way in which Part 18 of the Ordinance provides for documents or information to be sent or supplied by or to the company for the purposes of the Ordinance.
- (2) Subject to these articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such a notice or document for the time being.
- (3) A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

Division 2—Administrative Arrangements

72. Company seals

- (1) A common seal may only be used by the authority of the directors.
- (2) A common seal must be a metallic seal having the company's name engraved on it in legible form.
- (3) Subject to paragraph (2), the directors may decide by what means and in what form a common seal or official seal (whether for use outside Hong Kong or for sealing securities) is to be used.
- (4) Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least 1 director of the company and 1 authorized person.
- (5) For the purposes of this article, an authorized person is—

- (a) any director of the company;
 - (b) the company secretary; or
 - (c) any person authorized by the directors for signing documents to which the common seal is applied.
- (6) If the company has an official seal for use outside Hong Kong, it may only be affixed to a document if its use on the document, or documents of a class to which it belongs, has been authorized by a decision of the directors.
- (7) If the company has an official seal for sealing securities, it may only be affixed to securities by the company secretary or a person authorized to apply it to securities by the company secretary.

73. No right to inspect accounts and other records

A person is not entitled to inspect any of the company's accounting or other records or documents merely because of being a member, unless the person is authorized to do so by—

- (a) an enactment;
- (b) an order under section 740 of the Ordinance;
- (c) the directors; or
- (d) an ordinary resolution of the company.

74. Winding up

- (1) If the company is wound up and a surplus remains after the payment of debts proved in the winding up, the liquidator—
- (a) may, with the required sanction, divide amongst the members in specie or kind the whole or any part of the assets of the company (whether they consist of property of the same kind or not) and may, for this purpose, set a value the liquidator thinks fair on any property to be so divided; and
 - (b) may determine how the division is to be carried out between the members or different classes of members.
- (2) The liquidator may, with the required sanction, vest the whole or part of those assets in trustees on trust for the benefit of the contributories that the liquidator, with the required sanction, thinks fit, but a member must not be compelled to accept any shares or other securities on which there is any liability.
- (3) In this article—

required sanction (規定認許) means the sanction of a special resolution of the company and any other sanction required by the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32).

APPENDIX II – INTERNAL RULES OF THE INSTITUTE OF ARBITRATION OF THE INTERNATIONAL COMMERCE IN HONG KONG

ARTICLE 1 Confidential Character of the Work of the Institute of Arbitration of the International Commerce in Hong Kong (the Institute)

1. For the purposes of this Appendix, members of the Institute include the President and Vice-Presidents of the Court.
2. The sessions of the Institute are open only to its members and to the Secretariat.
3. However, in exceptional circumstances, the President of the Institute may invite other persons to attend. Such persons must respect the confidential nature of the work of the Institute.
4. The documents submitted to the Institute, or drawn up by it or the Secretariat in the course of the Institute's proceedings, are communicated only to the members of the Institute, to the Secretariat and to persons authorized by the President to attend Institute sessions.
5. The President or the Secretary General of the Institute may authorize researchers undertaking work of an academic nature to acquaint themselves with awards and other documents of general interest, with the exception of memoranda, notes, statements and documents remitted by the parties within the framework of arbitration proceedings.
6. Such authorization shall not be given unless the beneficiary has undertaken to respect the confidential character of the documents made available and to refrain from publishing anything based upon information contained therein without having previously submitted the text for approval to the Secretary General of the Institute.
7. The Secretariat will in each case submitted to arbitration under the Rules retain in the archives of the Institute all awards, Terms of Reference and decisions of the Institute, as well as copies of the pertinent correspondence of the Secretariat.
8. Any documents, communications or correspondence submitted by the parties or the arbitrators may be destroyed unless a party or an arbitrator requests in writing within a period fixed by the Secretariat the return of such documents, communications or

correspondence. All related costs and expenses for the return of those documents shall be paid by such party or arbitrator.

ARTICLE 2 Participation of Members of the Institute of Arbitration of the International Commerce in Hong Kong in Council Arbitration (Council means the Council of the Institute of Arbitration of the International Commerce (the Council))

1. The President and the members of the Secretariat of the Institute may not act as arbitrators or as counsel in cases submitted to Council Arbitration.
2. The Institute shall not appoint Vice-Presidents or members of the Institute as arbitrators. They may, however, be proposed for such duties by one or more of the parties, or pursuant to any other procedure agreed upon by the parties, subject to confirmation.
3. When the President, a Vice-President or a member of the Institute or of the Secretariat is involved in any capacity whatsoever in proceedings pending before the Institute, such person must inform the Secretary General of the Court upon becoming aware of such involvement.
4. Such person must be absent from the Institute session whenever the matter is considered by the Institute and shall not participate in the discussions or in the decisions of the Institute.
5. Such person will not receive any material documentation or information pertaining to such proceedings.

ARTICLE 3 Relations Between the Members of the Institute and its affiliated Committees and Groups

1. By virtue of their capacity, the members of the Institute are independent of the Institute's affiliated Committees and Groups which proposed them for appointment by the Council.
2. Furthermore, they must regard as confidential, vis-à-vis the said Committees and Groups, any information concerning individual cases with which they have become acquainted in their capacity as members of the Institute, except when they have been requested by the President of the Institute, by a Vice-President of the Institute authorized by the President of the Institute, or by the Institute's Secretary General to communicate specific information to their respective Committees or Groups.

ARTICLE 4 Constitution, Quorum and Decision-Making

1. The members of Committees, Special Committees and Single-member Committees are appointed by the President from among the Vice-Presidents or the other members of the Institute. In the President's absence or otherwise where the President is unable

to act, they are appointed by a Vice-President at the request of the Secretary General or the Deputy Secretary General of the Institute.

2. Committees and Special Committees meet whenever convened by their president.
3. The President of the Institute acts as the president of the Committee, the Special Committee and the plenary. A Vice-President of the Court may act as president of a Committee, Special Committee or the plenary (i) at the request of the President or (ii) in the President's absence or otherwise where the President is unable to act, at the request of the Secretary General or the Deputy Secretary General of the Institute. In exceptional circumstances, another member of the Institute may act as president of a Committee or Special Committee following the same procedure.
4. The President of the Institute, a Vice-President and any Institute member may act in, and convene, the Single member Committee.
5. Decisions on the constitution of Committees, Special Committees and Single-member Committees are reported to the Institute at one of its next sessions.
6. Deliberations shall be valid:
7. a) At the Committee, when at least two members are present;
b) At the Special Committee and plenary, when at least six members, and the President or designated Vice-President, are present.
8. Decisions at Committees are taken unanimously. When a Committee cannot reach a unanimous decision or deems it preferable to abstain, it transfers the case to a Special Committee, making any suggestions it deems appropriate.
9. Decisions at Special Committees and the plenary are taken by majority, the President or Vice-President, as the case may be, having a casting vote in the event of a tie.

ARTICLE 5 Communication of Reasons of Decisions

1. Upon request of any party, the Institute will communicate the reasons for Articles 6(4), 10, 12(8), 12(9), 14 and 15(2).
2. Any request for the communications of reasons must be made in advance of the decision in respect of which reasons are sought. For decisions pursuant to Article 15(2), a party shall address its request to the Institute when invited to comment pursuant to Article 15(3).
3. In exceptional circumstances, the Institute may decide not to communicate the reasons for any of the above decisions.

ARTICLE 6 Institute Secretariat

1. In the Secretary General's absence or otherwise at the Secretary General's request, the Deputy Secretary General and/or the General Counsel shall have the authority to refer matters to the Institute, confirm arbitrators, certify true copies of awards, request the

payment of a provisional advance and authorize the payment of advances in instalments, respectively provided for in Articles 6(3), 13(2), 35(2) and 37(1) of the Rules and Article 1(6) of Appendix III, as well as to take the measure provided for in Article 37(6).

2. The Secretariat may, with the approval of the Institute, issue notes and other documents for the information of the parties and the arbitrators, or as necessary for the proper conduct of the arbitral proceedings.
3. Offices of the Secretariat may be established outside the headquarters of the Council. The Secretariat shall keep a list of offices designated by the Secretary General. Requests for Arbitration may be submitted to the Secretariat at any of its offices, and the Secretariat's functions under the Rules may be carried out from any of its offices, as instructed by the Secretary General, Deputy Secretary General or General Counsel.

ARTICLE 7 Scrutiny of Arbitral Awards

When the Institute scrutinizes draft awards in accordance with Article 34 of the Rules, it considers, to the extent practicable, the requirements of mandatory law at the place of the arbitration.

APPENDIX III - ARBITRATION COSTS AND FEES

ARTICLE 1 Advance on Costs

1. Each request to commence an arbitration pursuant to the Rules must be accompanied by a filing fee of US\$ 2,000. Such payment is non-refundable and shall be credited to the claimant's portion of the advance on costs.
2. The provisional advance fixed by the Secretary General according to Article 37(1) of the Rules shall normally not exceed the amount obtained by adding together the Council (the Council of the Institute of Arbitration of the International Commerce, "the Council") administrative expenses, the minimum of the fees (as set out in the scales hereinafter) based upon the amount of the claim and the expected reimbursable expenses of the arbitral tribunal incurred with respect to the drafting of the Terms of Reference or the holding of the case management conference. If such amount is not quantified, the provisional advance shall be fixed at the discretion of the Secretary General. Payment by the claimant shall be credited to its share of the advance on costs fixed by the Institute (the Institute of Arbitration of the International Commerce in Hong Kong, "the Institute").
3. In general, the arbitral tribunal shall, in accordance with Article 37(6) of the Rules, proceed only with respect to those claims or counterclaims in regard to which the whole of the advance on costs has been paid.
4. The advance on costs fixed by the Institute according to Articles 37(2) or 37(4) of the Rules comprises the fees of the arbitrator or arbitrators (hereinafter referred to as "arbitrator"), any arbitration-related expenses of the arbitrator and the Council administrative expenses.
5. Each party shall pay its share of the total advance on costs in cash. However, if a party's share of the advance on costs is greater than US\$ 500,000 (the "Threshold Amount"), such party may post a bank guarantee for any amount above the Threshold Amount. The Institute may modify the Threshold Amount at any time at its discretion.
6. The Secretary General may authorize the payment of advances on costs, or any party's share thereof, in instalments, subject to such conditions as the Institute thinks fit.
7. A party that has already paid in full its share of the advance on costs fixed by the Institute may, in accordance with Article 37(5) of the Rules, pay the unpaid portion of the advance owed by the defaulting party by posting a bank guarantee.
8. When the Institute has fixed separate advances on costs pursuant to Article 37(3) of the Rules, the Secretariat shall invite each party to pay the amount of the advance corresponding to its respective claim(s).
9. When, as a result of the fixing of separate advances on costs, the separate advance fixed for the claim of either party exceeds one half of such global advance as was previously fixed (in respect of the same claims and counterclaims that are the subject of separate advances), a bank guarantee may be posted to cover any such excess

amount. In the event that the amount of the separate advance is subsequently increased, at least one half of the increase shall be paid in cash.

10. The Secretariat shall establish the terms governing all bank guarantees which the parties may post pursuant to the above provisions.
11. As provided in Article 37(5) of the Rules, the advance on costs may be subject to readjustment at any time during the arbitration, in particular to take into account fluctuations in the amount in dispute, changes in the amount of the estimated expenses of the arbitrator, or the evolving difficulty or complexity of arbitration proceedings.
12. Before any expertise ordered by the arbitral tribunal can be commenced, the parties, or one of them, shall pay an advance on costs fixed by the arbitral tribunal sufficient to cover the expected fees and expenses of the expert as determined by the arbitral tribunal. The arbitral tribunal shall be responsible for ensuring the payment by the parties of such fees and expenses.
13. The amounts paid as advances on costs do not yield interest for the parties or the arbitrator.

ARTICLE 2 Costs and Fees

1. Subject to Article 38(2) of the Rules, the Institute shall fix the fees of the arbitrator in accordance with the scales hereinafter set out or, where the amount in dispute is not stated, at its discretion.
2. In setting the arbitrator's fees, the Institute shall take into consideration the diligence and efficiency of the arbitrator, the time spent, the rapidity of the proceedings, the complexity of the dispute and the timeliness of the submission of the draft award, so as to arrive at a figure within the limits specified or, in exceptional circumstances (Article 38(2) of the Rules), at a figure higher or lower than those limits.
3. When a case is submitted to more than one arbitrator, the Institute, at its discretion, shall have the right to increase the total fees up to a maximum which shall normally not exceed three times the fees of one arbitrator.
4. The arbitrator's fees and expenses shall be fixed exclusively by the Institute as required by the Rules. Separate fee arrangements between the parties and the arbitrator are contrary to the Rules.
5. The Institute shall fix the Council administrative expenses of each arbitration in accordance with the scales hereinafter set out or, where the amount in dispute is not stated, at its discretion. Where the parties have agreed upon additional services, or in exceptional circumstances, the Institute may fix the Council administrative expenses at a lower or higher figure than that which would result from the application of such scale, provided that such expenses shall normally not exceed the maximum amount of the scale.

6. At any time during the arbitration, the Institute may fix as payable a portion of the Council administrative expenses corresponding to services that have already been performed by the Institute and the Secretariat.
7. The Institute may require the payment of administrative expenses in addition to those provided in the scale of administrative expenses as a condition for holding an arbitration in abeyance at the request of the parties or of one of them with the acquiescence of the other.
8. If an arbitration terminates before the rendering of a final award, the Institute shall fix the fees and expenses of the arbitrators and the Council administrative expenses at its discretion, taking into account the stage attained by the arbitral proceedings and any other relevant circumstances.
9. Any amount paid by the parties as an advance on costs exceeding the costs of the arbitration fixed by the Institute shall be reimbursed to the parties having regard to the amounts paid.
10. In the case of an application under Articles 36(2) or 36(3) of the Rules, or of a remission pursuant to Article 36(5) of the Rules, the Institute may fix an advance to cover additional fees and expenses of the arbitral tribunal and additional Council administrative expenses and may make the transmission of such application to the arbitral tribunal subject to the prior cash payment in full to Council of such advance. The Institute shall fix at its discretion the costs of the procedure following an application or a remission, which shall include any possible fees of the arbitrator and Council administrative expenses, when approving the decision of the arbitral tribunal.
11. The Secretariat may require the payment of administrative expenses in addition to those provided in the scale of administrative expenses for any expenses arising in relation to a request pursuant to Article 35(5) of the Rules.
12. When an arbitration is preceded by proceedings under the Council Mediation Rules, one half of the Council administrative expenses paid for such proceedings shall be credited to the Council administrative expenses of the arbitration.
13. Amounts paid to the arbitrator do not include any possible value added tax (VAT) or other taxes or charges and imposts applicable to the arbitrator's fees. Parties have a duty to pay any such taxes or charges; however, the recovery of any such charges or taxes is a matter solely between the arbitrator and the parties.
14. Council administrative expenses do not include VAT, taxes, imposts or any other charges of a similar nature. They may be increased by the amount of VAT, taxes, imposts or any charges of a similar nature at the prevailing rate. Parties have a duty to pay any such charges pursuant to invoices issued by Council.

ARTICLE 3 Scales of Administrative Expenses and Arbitrator's Fees

1. The scales of administrative expenses and arbitrator's fees set forth below shall be effective as of 1 January 2025 in respect of all arbitrations commenced on or after such date, irrespective of the version of the Rules applying to such arbitrations, except

that in the first five years following 1 January 2025, the actual administrative expenses and arbitrator's fees shall be 50% of the scales of administrative expenses and arbitrator's fees set forth below.

2. To calculate the Council administrative expenses and the arbitrator's fees, the amounts calculated for each successive tranche of the amount in dispute must be added together, except that where the amount in dispute is over US\$ 500 million, a flat amount of US\$ 75,000 shall constitute the entirety of the Council administrative expenses.
3. The scales of administrative expenses and arbitrator's fees for the expedited procedure set forth below shall be effective as of 1 January 2025 in respect of all arbitrations commenced on or after such date, irrespective of the version of the Rules applying to such arbitrations, except that in the first five years following 1 January 2025, the actual administrative expenses and arbitrator's fees shall be 50% of the scales of administrative expenses and arbitrator's fees set forth below.

When parties have agreed to the expedited procedure pursuant to Article 30(2), subparagraph b), the scales for the expedited procedure will apply.

4. All amounts fixed by the Institute or pursuant to any of the appendices to the Rules are payable in US\$ except where prohibited by law or decided otherwise by the Institute, in which case the Council may apply a different scale and fee arrangement in another currency.

SCALES OF ADMINISTRATIVE EXPENSES AND ARBITRATOR'S FEES

A Administrative Expenses

Amount in dispute (in US Dollars)	Administrative expenses*
up to 50,000	\$5,000
from 50,001 to 100,000	1.53%
from 100,001 to 200,000	2.72%
from 200,001 to 500,000	2.25%
from 500,001 to 1,000,000	1.62%
from 1,000,001 to 2,000,000	0.788%
from 2,000,001 to 5,000,000	0.46%
from 5,000,001 to 10,000,000	0.25%
from 10,000,001 to 30,000,000	0.10%
from 30,000,001 to 50,000,000	0.09%
from 50,000,001 to 80,000,000	0.01%
from 80,000,001 to 500,000,000	0.0123%
over 500,000,000	\$150,000

* Amounts excluding VAT. For illustrative purposes only, the table on page 62 indicates the resulting administrative expenses in US\$ when the proper calculations have been made.

B Arbitrator's Fees

Amount in dispute (in US Dollars)	minimum	maximum
up to 50,000	\$3,000	18.0200%
from 50,001 to 100,000	2.6500%	13.5680%
from 100,001 to 200,000	1.4310%	7.6850%
from 200,001 to 500,000	1.3670%	6.8370%
from 500,001 to 1,000,000	0.9540%	4.0280%
from 1,000,001 to 2,000,000	0.6890%	3.6040%
from 2,000,001 to 5,000,000	0.3750%	1.3910%
from 5,000,001 to 10,000,000	0.1280%	0.9100%
from 10,000,001 to 30,000,000	0.0640%	0.2410%
from 30,000,001 to 50,000,000	0.0590%	0.2280%
from 50,000,001 to 80,000,000	0.0330%	0.1570%
from 80,000,001 to 100,000,000	0.0210%	0.1150%
from 100,000,001 to 500,000,000	0.0110%	0.0580%
over 500,000,000	0.0100%	0.0400%

** For illustrative purposes only, the table on page 63 indicates the resulting range of fees in US\$ when the proper calculations have been made.

Amount in Dispute **A Administrative Expenses***

(in US Dollars)	(in US Dollars)
up to 50,000	5,000
from 50,001 to 100,000	5,000 + 1.53% of amt. over 50,000
from 100,001 to 200,000	5,765 + 2.72% of amt. over 100,000
from 200,001 to 500,000	8,485 + 2.25% of amt. over 200,000
from 500,001 to 1,000,000	15,235 + 1.62% of amt. over 500,000
from 1,000,001 to 2,000,000	23,335 + 0.788% of amt. over 1,000,000
from 2,000,001 to 5,000,000	31,215 + 0.46% of amt. over 2,000,000
from 5,000,001 to 10,000,000	45,015 + 0.25% of amt. over 5,000,000
from 10,000,001 to 30,000,000	57,515 + 0.10% of amt. over 10,000,000
from 30,000,001 to 50,000,000	77,515 + 0.09% of amt. over 30,000,000
from 50,000,001 to 80,000,000	95,515 + 0.01% of amt. over 50,000,000
from 80,000,001 to 500,000,000	98,515 + 0.0123% of amt. over 80,000,000
over 500,000,000	150,000

* Amounts excluding VAT. See page 61.

Amount in Dispute B Arbitrator's Fees**

Amount in Dispute (in US Dollars)	Minimum (in US Dollars)	Maximum
up to 50,000	3,000	18,0200% of amount in dispute
from 50,001 to 100,000	3,000 + 2.6500% of amt. over 50,000	9,010 + 13.5680% of amt. over 50,000
from 100,001 to 200,000	4,325 + 1.4310% of amt. over 100,000	15,794 + 7.6850% of amt. over 100,000
from 200,001 to 500,000	5,756 + 1.3670% of amt. over 200,000	23,479 + 6.8370% of amt. over 200,000
from 500,001 to 1,000,000	9,857 + 0.9540% of amt. over 500,000	43,990 + 4.0280% of amt. over 500,000
from 1,000,001 to 2,000,000	14,627 + 0.6890% of amt. over 1,000,000	64,130 + 3.6040% of amt. over 1,000,000
from 2,000,001 to 5,000,000	21,517 + 0.3750% of amt. over 2,000,000	100,170 + 1.3910% of amt. over 2,000,000
from 5,000,001 to 10,000,000	32,767 + 0.1280% of amt. over 5,000,000	141,900 + 0.9100% of amt. over 5,000,000
from 10,000,001 to 30,000,000	39,167 + 0.0640% of amt. over 10,000,000	187,400 + 0.2410% of amt. over 10,000,000
from 30,000,001 to 50,000,000	51,967 + 0.0590% of amt. over 30,000,000	235,600 + 0.2280% of amt. over 30,000,000
from 50,000,001 to 80,000,000	63,767 + 0.0330% of amt. over 50,000,000	281,200 + 0.1570% of amt. over 50,000,000
from 80,000,001 to 100,000,000	73,667 + 0.0210% of amt. over 80,000,000	328,300 + 0.1150% of amt. over 80,000,000
from 100,000,001 to 500,000,000	77,867 + 0.0110% of amt. over 100,000,000	351,300 + 0.0580% of amt. over 100,000,000
over 500,000,000	121,867 + 0.0100% of amt. over 500,000,000	583,300 + 0.0400% of amt. over 500,000,000

** See page 61.

B Administrative Expenses

Amount in dispute (in US Dollars)	Administrative expenses*
up to 50,000	\$5,000
from 50,001 to 100,000	1.53%
from 100,001 to 200,000	2.72%
from 200,001 to 500,000	2.25%
from 500,001 to 1,000,000	1.62%
from 1,000,001 to 2,000,000	0.788%
from 2,000,001 to 5,000,000	0.46%
from 5,000,001 to 10,000,000	0.25%
from 10,000,001 to 30,000,000	0.10%
from 30,000,001 to 50,000,000	0.09%
from 50,000,001 to 80,000,000	0.01%
from 80,000,001 to 500,000,000	0.0123%
over 500,000,000	\$150,000

* Amounts excluding VAT. For illustrative purposes only, the table on page 65 indicates the resulting administrative expenses in US\$ when the proper calculations have been made.

B Arbitrator's Fees

Amount in dispute (in US Dollars)	minimum	Fees**	maximum
up to 50,000	\$2,400		14.4160%
from 50,001 to 100,000	2.1200%		10.8544%
from 100,001 to 200,000	1.1448%		6.1480%
from 200,001 to 500,000	1.0936%		5.4696%
from 500,001 to 1,000,000	0.7632%		3.2224%
from 1,000,001 to 2,000,000	0.5512%		2.8832%
from 2,000,001 to 5,000,000	0.3000%		1.1128%
from 5,000,001 to 10,000,000	0.1024%		0.7280%
from 10,000,001 to 30,000,000	0.0512%		0.1928%
from 30,000,001 to 50,000,000	0.0472%		0.1824%
from 50,000,001 to 80,000,000	0.0264%		0.1256%
from 80,000,001 to 100,000,000	0.0168%		0.0920%
from 100,000,001 to 500,000,000	0.0088%		0.0464%
over 500,000,000	0.0080%		0.0320%

** For illustrative purposes only, the table on page 66 indicates the resulting range of fees in US\$ when the proper calculations have been made.

Amount in Dispute **A Administrative Expenses***

(in US Dollars)	(in US Dollars)
up to 50,000	5,000
from 50,001 to 100,000	5,000 + 1.53% of amt. over 50,000
from 100,001 to 200,000	5,765 + 2.72% of amt. over 100,000
from 200,001 to 500,000	8,485 + 2.25% of amt. over 200,000
from 500,001 to 1,000,000	15,235 + 1.62% of amt. over 500,000
from 1,000,001 to 2,000,000	23,335 + 0.788% of amt. over 1,000,000
from 2,000,001 to 5,000,000	31,215 + 0.46% of amt. over 2,000,000
from 5,000,001 to 10,000,000	45,015 + 0.25% of amt. over 5,000,000
from 10,000,001 to 30,000,000	57,515 + 0.10% of amt. over 10,000,000
from 30,000,001 to 50,000,000	77,515 + 0.09% of amt. over 30,000,000
from 50,000,001 to 80,000,000	95,515 + 0.01% of amt. over 50,000,000
from 80,000,001 to 500,000,000	98,515 + 0.0123% of amt. over 80,000,000
over 500,000,000	150,000

* Amounts excluding VAT. See page 64.

Amount in Dispute		B Arbitrator's Fees**	
(in US Dollars)		(in US Dollars)	
		Minimum	Maximum
up to 50,000		2,400	14.4160% of amount in dispute
from 50,001 to 100,000		2,400 + 2.1200% of amt. over 50,000	7,208 + 10.8544% of amt. over 50,000
from 100,001 to 200,000		3,460 + 1.1448% of amt. over 100,000	12,635 + 6.1480% of amt. over 100,000
from 200,001 to 500,000		4,605 + 1.0936% of amt. over 200,000	18,783 + 5.4696% of amt. over 200,000
from 500,001 to 1,000,000		7,886 + 0.7632% of amt. over 500,000	35,192 + 3.2224% of amt. over 500,000
from 1,000,001 to 2,000,000		11,702 + 0.5512% of amt. over 1,000,000	51,304 + 2.8832% of amt. over 1,000,000
from 2,000,001 to 5,000,000		17,214 + 0.3000% of amt. over 2,000,000	80,136 + 1.1128% of amt. over 2,000,000
from 5,000,001 to 10,000,000		26,214 + 0.1024% of amt. over 5,000,000	113,520 + 0.7280% of amt. over 5,000,000
from 10,000,001 to 30,000,000		31,334 + 0.0512% of amt. over 10,000,000	149,920 + 0.1928% of amt. over 10,000,000
from 30,000,001 to 50,000,000		41,574 + 0.0472% of amt. over 30,000,000	188,480 + 0.1824% of amt. over 30,000,000
from 50,000,001 to 80,000,000		51,014 + 0.0264% of amt. over 50,000,000	224,960 + 0.1256% of amt. over 50,000,000
from 80,000,001 to 100,000,000		58,934 + 0.0168% of amt. over 80,000,000	262,640 + 0.0920% of amt. over 80,000,000
from 100,000,001 to 500,000,000		62,294 + 0.0088% of amt. over 100,000,000	281,040 + 0.0464% of amt. over 100,000,000
over 500,000,000		97,494 + 0.0080% of amt. over 500,000,000	466,640 + 0.0320% of amt. over 500,000,000

** See page 64.

APPENDIX IV - CASE MANAGEMENT TECHNIQUES

The following are examples of case management techniques that can be used by the arbitral tribunal and the parties for controlling time and cost. Appropriate control of time and cost is

important in all cases. In cases of low complexity and low value, it is particularly important to ensure that time and costs are proportionate to what is at stake in the dispute.

- a) Bifurcating the proceedings or rendering one or more partial awards on key issues, when doing so may genuinely be expected to result in a more efficient resolution of the case.
- b) Identifying issues that can be resolved by agreement between the parties or their experts.
- c) Identifying issues to be decided solely on the basis of documents rather than through oral evidence or legal argument at a hearing.
- d) Production of documentary evidence: (i) requiring the parties to produce with their submissions the documents on which they rely; (ii) avoiding requests for document production when appropriate in order to control time and cost; (iii) in those cases where requests for document production are considered appropriate, limiting such requests to documents or categories of documents that are relevant and material to the outcome of the case; (iv) establishing reasonable time limits for the production of documents; (v) using a schedule of document production to facilitate the resolution of issues in relation to the production of documents.
- e) Limiting the length and scope of written submissions and written and oral witness evidence (both fact witnesses and experts) so as to avoid repetition and maintain a focus on key issues.
- f) Using telephone or video conferencing for procedural and other hearings where attendance in person is not essential and use of IT that enables online communication among the parties, the arbitral tribunal and the Secretariat of the Institute.
- g) Organizing a pre-hearing conference with the arbitral tribunal at which arrangements for a hearing can be discussed and agreed and the arbitral tribunal can indicate to the parties issues on which it would like the parties to focus at the hearing.
- h) Settlement of disputes: (i) encouraging the parties to consider settlement of all or part of the dispute either by negotiation or through any form of amicable dispute resolution methods such as, for example, mediation under the Council (Council (the Council of the Institute of Arbitration of the International Commerce, “the Council”)) Mediation Rules; (ii) where agreed between the parties and the arbitral tribunal, the arbitral tribunal may take steps to facilitate settlement of the dispute, provided that every effort is made to ensure that any subsequent award is enforceable at law.

APPENDIX V - EMERGENCY ARBITRATOR RULES

ARTICLE 1 Application for Emergency Measures

1. A party wishing to have recourse to an emergency arbitrator pursuant to Article 29 of the Rules of Arbitration of the International Commerce in Hong Kong (the “Rules”) shall submit its Application for Emergency Measures (the “Application”) to the Secretariat at any of the offices specified in the Internal Rules of the Institute in Appendix II to the Rules.
2. The Application shall be supplied in a number of copies sufficient to provide one copy for each party, plus one for the emergency arbitrator, and one for the Secretariat where the party submitting the Application requests transmission thereof by delivery against receipt, registered post or courier.
3. The Application shall contain the following information:
 - a) the name in full, description, address and other contact details of each of the parties;
 - b) the name in full, address and other contact details of any person(s) representing the applicant;
 - c) a description of the circumstances giving rise to the Application and of the underlying dispute referred or to be referred to arbitration;
 - d) a statement of the Emergency Measures sought;
 - e) the reasons why the applicant needs urgent interim or conservatory measures that cannot await the constitution of an arbitral tribunal;
 - f) any relevant agreements and, in particular, the arbitration agreement;
 - g) any agreement as to the place of the arbitration, the applicable rules of law or the language of the arbitration;
 - h) proof of payment of the amount referred to in Article 7(1) of this Appendix; and
 - i) any Request for Arbitration and any other submissions in connection with the underlying dispute, which have been filed with the Secretariat by any of the parties to the emergency arbitrator proceedings prior to the making of the Application.

The Application may contain such other documents or information as the applicant considers appropriate or as may contribute to the efficient examination of the Application.

4. The Application shall be drawn up in the language of the arbitration if agreed upon by the parties or, in the absence of any such agreement, in the language of the arbitration agreement.
5. If and to the extent that the President of the Institute (the “President”) considers, on the basis of the information contained in the Application, that the Emergency Arbitrator Provisions apply with reference to Article 29(5) and Article 29(6) of the Rules, the Secretariat shall transmit a copy of the Application and the documents annexed thereto to the responding party. If and to the extent that the President considers otherwise, the Secretariat shall inform the parties that the emergency

arbitrator proceedings shall not take place with respect to some or all of the parties and shall transmit a copy of the Application to them for information.

6. The President shall terminate the emergency arbitrator proceedings if a Request for Arbitration has not been received by the Secretariat from the applicant within 10 days from the Secretariat's receipt of the Application, unless the emergency arbitrator determines that a longer period of time is necessary.

ARTICLE 2 Appointment of the Emergency Arbitrator; Transmission of the File

1. The President shall appoint an emergency arbitrator within as short a time as possible, normally within two days from the Secretariat's receipt of the Application.
2. No emergency arbitrator shall be appointed after the file has been transmitted to the arbitral tribunal pursuant to Article 16 of the Rules. An emergency arbitrator appointed prior thereto shall retain the power to make an order within the time limit permitted by Article 6(4) of this Appendix.
3. Once the emergency arbitrator has been appointed, the Secretariat shall so notify the parties and shall transmit the file to the emergency arbitrator. Thereafter, all written communications from the parties shall be submitted directly to the emergency arbitrator with a copy to each other party and the Secretariat. A copy of any written communications from the emergency arbitrator to the parties shall be submitted to the Secretariat.
4. Every emergency arbitrator shall be and remain impartial and independent of the parties involved in the dispute.
5. Before being appointed, a prospective emergency arbitrator shall sign a statement of acceptance, availability, impartiality and independence. The Secretariat shall provide a copy of such statement to the parties.
6. An emergency arbitrator shall not act as an arbitrator in any arbitration relating to the dispute that gave rise to the Application.

ARTICLE 3 Challenge of an Emergency Arbitrator

1. A challenge against the emergency arbitrator must be made within three days from receipt by the party making the challenge of the notification of the appointment or from the date when that party was informed of the facts and circumstances on which the challenge is based if such date is subsequent to the receipt of such notification.
2. The challenge shall be decided by the Institute after the Secretariat has afforded an opportunity for the emergency arbitrator and the other party or parties to provide comments in writing within a suitable period of time.

ARTICLE 4 Place of the Emergency Arbitrator Proceedings

1. If the parties have agreed upon the place of the arbitration, such place shall be the place of the emergency arbitrator proceedings. In the absence of such agreement, the President shall fix the place of the emergency arbitrator proceedings, without prejudice to the determination of the place of the arbitration pursuant to Article 18(1) of the Rules.
2. Any meetings with the emergency arbitrator may be conducted through a meeting in person at any location the emergency arbitrator considers appropriate or by video conference, telephone or similar means of communication.

ARTICLE 5 Proceedings

1. The emergency arbitrator shall establish a procedural timetable for the emergency arbitrator proceedings within as short a time as possible, normally within two days from the transmission of the file to the emergency arbitrator pursuant to Article 2(3) of this Appendix.
2. The emergency arbitrator shall conduct the proceedings in the manner which the emergency arbitrator considers to be appropriate, taking into account the nature and the urgency of the Application. In all cases, the emergency arbitrator shall act fairly and impartially and ensure that each party has a reasonable opportunity to present its case.

ARTICLE 6 Order

1. Pursuant to Article 29(2) of the Rules, the emergency arbitrator's decision shall take the form of an order (the "Order").
2. In the Order, the emergency arbitrator shall determine whether the Application is admissible pursuant to Article 29(1) of the Rules and whether the emergency arbitrator has jurisdiction to order Emergency Measures.
3. The Order shall be made in writing and shall state the reasons upon which it is based. It shall be dated and signed by the emergency arbitrator.
4. The Order shall be made no later than 15 days from the date on which the file was transmitted to the emergency arbitrator pursuant to Article 2(3) of this Appendix. The President may extend the time limit pursuant to a reasoned request from the emergency arbitrator or on the President's own initiative if the President decides it is necessary to do so.
5. Within the time limit established pursuant to Article 6(4) of this Appendix, the emergency arbitrator shall send the Order to the parties, with a copy to the Secretariat, by any of the means of communication permitted by Article 3(2) of the Rules that the emergency arbitrator considers will ensure prompt receipt.
6. The Order shall cease to be binding on the parties upon:

- a) the President's termination of the emergency arbitrator proceedings pursuant to Article 1(6) of this Appendix;
 - b) the acceptance by the Court of a challenge against the emergency arbitrator pursuant to Article 3 of this Appendix;
 - c) the arbitral tribunal's final award, unless the arbitral tribunal expressly decides otherwise; or
 - d) the withdrawal of all claims or the termination of the arbitration before the rendering of a final award.
7. The emergency arbitrator may make the Order subject to such conditions as the emergency arbitrator thinks fit, including requiring the provision of appropriate security.
 8. Upon a reasoned request by a party made prior to the transmission of the file to the arbitral tribunal pursuant to Article 16 of the Rules, the emergency arbitrator may modify, terminate or annul the Order.

ARTICLE 7 Costs of the Emergency Arbitrator Proceedings

1. The applicant must pay an amount of US\$ 20,000, consisting of US\$ 5,000 for the Council administrative expenses and US\$ 15,000 for the emergency arbitrator's fees and expenses. Notwithstanding Article 1(5) of this Appendix, the Application shall not be notified until the payment of US\$ 40,000 is received by the Secretariat.
2. The President may, at any time during the emergency arbitrator proceedings, decide to increase the emergency arbitrator's fees or the Council administrative expenses taking into account, inter alia, the nature of the case and the nature and amount of work performed by the emergency arbitrator, the Institute, the President and the Secretariat. If the party which submitted the Application fails to pay the increased costs within the time limit fixed by the Secretariat, the Application shall be considered as withdrawn.
3. The emergency arbitrator's Order shall fix the costs of the emergency arbitrator proceedings and decide which of the parties shall bear them or in what proportion they shall be borne by the parties.
4. The costs of the emergency arbitrator proceedings include the Council administrative expenses, the emergency arbitrator's fees and expenses and the reasonable legal and other costs incurred by the parties for the emergency arbitrator proceedings.
5. In the event that the emergency arbitrator proceedings do not take place pursuant to Article 1(5) of this Appendix or are otherwise terminated prior to the making of an Order, the President shall determine the amount to be reimbursed to the applicant, if any. An amount of US\$ 2,500 for the Council administrative expenses is non-refundable in all cases.

ARTICLE 8 General Rule

1. The President shall have the power to decide, at the President's discretion, all matters relating to the administration of the emergency arbitrator proceedings not expressly provided for in this Appendix.
2. In the President's absence or otherwise at the President's request, any of the Vice-Presidents of the Court shall have the power to take decisions on behalf of the President.
3. In all matters concerning emergency arbitrator proceedings not expressly provided for in this Appendix, the Institute, the President and the emergency arbitrator shall act in the spirit of the Rules and this Appendix.

APPENDIX VI - EXPEDITED PROCEDURE RULES

ARTICLE 1 Application of the Expedited Procedure Rules

1. Insofar as Article 30 of the Rules of Arbitration of the International Commerce in Hong Kong (the "Rules") and this Appendix VI do not provide otherwise, the Rules shall apply to an arbitration under the Expedited Procedure Rules.
2. The amount referred to in Article 30(2), subparagraph a) of the Rules is:
 - a) US\$ 1,000,000 if the arbitration agreement under the Rules was concluded on or after 1 January 2025 and before 1 January 2030; or
 - b) US\$ 2,00,000 if the arbitration agreement under the Rules was concluded on or after 1 January 2030.
3. Upon receipt of the Answer to the Request pursuant to Article 5 of the Rules, or upon expiry of the time limit for the Answer or at any relevant time thereafter and subject to

Article 30(3) of the Rules, the Secretariat will inform the parties that the Expedited Procedure Provisions shall apply in the case.

4. The Institute may, at any time during the arbitral proceedings, on its own motion or upon the request of a party, and after consultation with the arbitral tribunal and the parties, decide that the Expedited Procedure Provisions shall no longer apply to the case. In such case, unless the Institute considers that it is appropriate to replace and/or reconstitute the arbitral tribunal, the arbitral tribunal shall remain in place.

ARTICLE 2 Constitution of the Arbitral Tribunal

1. The Institute may, notwithstanding any contrary provision of the arbitration agreement, appoint a sole arbitrator.
2. The parties may nominate the sole arbitrator within a time limit to be fixed by the Secretariat. In the absence of such nomination, the sole arbitrator shall be appointed by the Institute within as short a time as possible.

ARTICLE 3 Proceedings

1. Article 23 of the Rules shall not apply to an arbitration under the Expedited Procedure Rules.
2. After the arbitral tribunal has been constituted, no party shall make new claims, unless it has been authorized to do so by the arbitral tribunal, which shall consider the nature of such new claims, the stage of the arbitration, any cost implications and any other relevant circumstances.
3. The case management conference convened pursuant to Article 24 of the Rules shall take place no later than 15 days from the date on which the file was transmitted to the arbitral tribunal. The Institute may extend this time limit pursuant to a reasoned request from the arbitral tribunal or on its own initiative if it decides it is necessary to do so.
4. The arbitral tribunal shall have discretion to adopt such procedural measures as it considers appropriate. In particular, the arbitral tribunal may, after consultation with the parties, decide not to allow requests for document production or to limit the number, length and scope of written submissions and written witness evidence (both fact witnesses and experts).
5. The arbitral tribunal may, after consulting the parties, decide the dispute solely on the basis of the documents submitted by the parties, with no hearing and no examination of witnesses or experts.

ARTICLE 4 Award

1. The time limit within which the arbitral tribunal must render its final award is six months from the date of the case management conference. The Institute may extend the time limit pursuant to Article 31(2) of the Rules.
2. The fees of the arbitral tribunal shall be fixed according to the scales of administrative expenses and arbitrator's fees for the expedited procedure set out in Appendix III.

ARTICLE 5 General Rule

In all matters concerning the expedited procedure not expressly provided for in this Appendix, the Institute and the arbitral tribunal shall act in the spirit of the Rules and this Appendix.

ARBITRATION CLAUSES

It is recommended that parties wishing to make reference to the Institute of Arbitration of the International Commerce in Hong Kong (the "Institute") Arbitration in their contracts use the standard clause below.

Standard Institute Arbitration Clause

All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Commerce in Hong Kong by one or more arbitrators appointed in accordance with the said Rules in Hong Kong.

Parties are free to adapt the clause to their particular circumstances. For instance, they may wish to stipulate the number of arbitrators, given that the Rules of Arbitration of the International Commerce in Hong Kong ("the Rules") contain a presumption in favor of a sole arbitrator. Also, it may be desirable for them to stipulate the language of the arbitration and the law applicable to the merits. The Rules do not limit the parties' free choice of the place and language of the arbitration or the law governing the contract.

When adapting the clause, care must be taken to avoid any risk of ambiguity. Unclear wording in the clause will cause uncertainty and delay and can hinder or even compromise the dispute resolution process.

Parties should also take account of any factors that may affect the enforceability of the clause under applicable law. These include any mandatory requirements that may exist at the place of arbitration and the expected place or places of enforcement.

The Institute Arbitration Without Emergency Arbitrator

If the parties wish to exclude any recourse to the Emergency Arbitrator Provisions, they must expressly opt out by adding the following wording to the clause above:

The Emergency Arbitrator Provisions shall not apply

Expedited Arbitration

The Institute Arbitration Rules provide for use of an expedited procedure in lower-value cases. If parties wish to exclude the application of the Expedited Procedure Provisions, they must expressly opt out by adding the following wording to the clause above:

The Expedited Procedure Provisions shall not apply.

Parties wishing to avail themselves of the expedited procedure in higher-value cases should expressly opt in by adding the following wording to the clause above:

The parties agree, pursuant to Article 30(2)(b) of the Rules of Arbitration of the International Commerce in Hong Kong, that the Expedited Procedure Rules shall apply irrespective of the amount in dispute.

If parties wish the ceiling for the application of the Expedited Procedure Rules to be higher than that specified in those Rules, the following wording should be added to the clause above:

The parties agree, pursuant to Article 30(2)(b) of the Rules of Arbitration of the International Commerce in Hong Kong, that the Expedited Procedure Rules shall apply, provided the amount in dispute does not exceed US\$ [specify amount] at the time of the communication referred to in Article 1(3) of the Expedited Procedure Rules.

Standard Institute Arbitration Clause Without Publication of Awards

All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Commerce in Hong Kong by one or more arbitrators appointed in accordance with the said Rules. No award or procedural order made in the arbitration shall be published.