

Cayman International Mediation and Arbitration Centre Ltd.



**Arbitration Rules
2023**

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Preamble

These Rules have been adopted by the Cayman International Mediation and Arbitration Centre Ltd. (“CI-MAC”) and are designed for procedurally flexible, cost-effective resolution of domestic, regional, and international arbitration administered by CI-MAC.

Unless the context indicates otherwise, in these Rules:

“Award” includes a partial, interim, or final award and an award of an Emergency Arbitrator;

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

“Practice Notes” refers to the guidelines periodically published by CI-MAC to supplement, regulate, and implement these Rules;

“Rules” means the Arbitration Rules of CI-MAC (1st Edition, 9 March 2023);

“Seat” means the legal place of the arbitration;

“Third-Party Funding Arrangement” means an arrangement between an independent third party (whether an individual or body corporate) and one of the parties to the arbitration which confers on that third party an economic benefit linked to the outcome of the arbitration and may involve the receipt of a share of the proceeds of any award; and

“Tribunal” includes a sole arbitrator, including an emergency arbitrator, where appropriate, or all the arbitrators where more than one arbitrator is appointed.

This Preamble, the Articles, together with any Appendices, Annexes and Schedules, which may be separately amended by CI-MAC from time to time, shall be considered to be a part of these Rules.

Any pronoun in these Rules shall be considered gender-neutral and any singular noun shall be interpreted as plural when appropriate.

As a signatory to The Green Pledge, CI-MAC is committed to adopting environmentally sustainable practices, applying the Green Protocols to its operations, and being mindful of the environmental impact of arbitration.

As a signatory to the Equal Representation in Arbitration pledge and the Ray Corollary Initiative (RCI) Pledge, CI-MAC aims to increase diversity, equity, and inclusion in the selection of arbitrators, mediators, and other ADR neutrals. CI-MAC encourages law firms, ADR users, and other ADR service providers to consider the goals of the RCI, the Equal Representation in Arbitration Pledge and R.E.A.L (Racial Equality for Arbitration Lawyers) and is committed to providing research and tools to support the selection of diverse neutrals.

1 Scope of these Rules

- 1.1 These Rules shall apply where the Parties have agreed to submit their existing or future dispute to CI-MAC, or, as it was formerly known, the Cayman International Arbitration Centre Ltd (“CIAC”), or where an agreement to arbitration, that provides for arbitration to be “conducted” or “administered” by CI-MAC, or any of its other current or former names, or words similar to that effect. In such an event, the disputes shall be settled in accordance with these Rules, subject to such modifications as the Parties may agree.
- 1.2 These Rules shall come into force on 9 March 2023 and shall apply to any arbitration which is commenced on or after that date, unless otherwise agreed by the Parties.
- 1.3 CI-MAC has the power to interpret all provisions of these Rules. The Tribunal will interpret the Rules as they relate to its powers and duties.
- 1.4 In the event of a conflict between a provision of the procedural law applicable to the arbitration agreement, which the parties cannot derogate from, and these Rules, the provision of the applicable law will prevail.

2 Notices and time limits

- 2.1 Any notice or correspondence under these Rules must be in writing. A copy of any communication must be sent simultaneously to the Tribunal (if established), each Party (excluding the Party submitting the communication), and to CI-MAC. Unless otherwise ordered by the Tribunal under Article 2.6, any notice or communication may be delivered by hand, registered post or courier service, transmitted electronically, or delivered through other suitable means that can verify its delivery.
- 2.2 Subject to any order made by the Tribunal under Article 2.6, any notice or communication under these Rules will be determined to have been received by a Party, a Tribunal, or by CI-MAC if it is delivered:

- a) to the addressee personally or to its authorised representative as notified in writing in the arbitration;
 - b) or, in the absence of (a), to the address specified in any applicable agreement between the Parties;
 - c) or, in the absence of (a) and (b), to the addressee's habitual residence, place of business, or to any address which the addressee holds out to the world at the time of such delivery or according to the practice of the Parties in prior dealings;
 - d) or, if after reasonable efforts (a), (b), and (c) cannot be determined, to any last known residence, habitual residence, mailing address, or place of business of the addressee, facsimile number and/or email address by means that provides a record of attempted communication; or
 - e) uploaded to any secured online repository that the parties have agreed to use.
- 2.3 Any such notice or communication shall be deemed to have been received on the day of delivery or attempted communication, in accordance with the provisions above. Electronic transmissions shall be deemed to have been received on the day they are sent, except for notices of arbitration, which are considered received on the day they reach the addressee's electronic address. The time zone used to determine periods of time under these Rules is the Cayman Island's Time Zone unless the Tribunal or CI-MAC determines otherwise.
- 2.4 To calculate a period of time under these Rules, such period shall commence on the day following the day of the receipt or deemed receipt of any notice or communication.
- 2.5 If the last day of such a period falls on a public holiday or non-business day at the place of receipt, the period shall be extended until the first following business day. The period will be calculated using calendar days, including official holidays and/or non-business days. Unless otherwise specified under these Rules, CI-MAC may amend any time limits prescribed under these Rules at any time.
- 2.6 The Tribunal has the authority to make orders regarding the delivery method and timing of any notice or communication.
- 2.7 If there are any changes to a Party's full name and contact details (including email address, postal address, and telephone number), or changes to those of its authorized representatives, that Party must inform CI-MAC, the Tribunal, and all other parties as soon as reasonably practicable.

3 Request for Arbitration

- 3.1 Any party wishing to commence an arbitration under the CI-MAC Rules (“Claimant”) shall provide CI-MAC with a written request (“Request”), which must include the following:
- a) a request that the dispute be referred to arbitration;
 - b) the full name and contact details, including telephone number, email address, and mailing address, of each Party (if known), and their representatives, (if any);
 - c) a copy of the arbitration agreement(s) being invoked;
 - d) a copy of the contract or other instrument that the dispute arises out of, or, if such contract or instrument is not available, a brief description of the relevant relationship;
 - e) When claims arise under more than one arbitration agreement, an indication as to which arbitration agreement each claim pertains;
 - f) a brief description of the nature and circumstances of the dispute giving rise to the claim;
 - g) a preliminary statement of the relief sought, and an indication of the amount claimed, to the extent possible;
 - h) if the Parties have not already agreed, a proposal as to the number of arbitrators, language, and Seat of arbitration;
 - i) if the Arbitration Agreement (or any other written agreement) calls for any form of party nomination of arbitrators, the full name, email address, mailing address, and telephone number of the Claimant’s nominee;
 - j) unless otherwise agreed by the Parties, the nomination of an arbitrator or arbitrators, depending on whether the arbitration agreement provides for a sole arbitrator or for three arbitrators;
 - k) the existence of any funding agreement and the identity of any third-party funder under Article 15 of these Rules;
 - l) confirmation of payment of the registration fee under these Rules, or confirmation of payment being made to CI-MAC. CI-MAC will consider the Request for Arbitration as undelivered and the arbitration as not having commenced under the Arbitration Agreement until the receipt of this confirmation; and

- m) confirmation all Parties and CI-MAC have received or will receive copies of the Request for Arbitration, along with accompanying documents, in accordance with Article 2.1 This confirmation must specify the means of delivery, which must be supported by documentary proof of actual delivery, including the date of delivery. If actual delivery is shown to be impossible, to CI-MAC's satisfaction, sufficient information must be provided regarding any other effective form of notification.
- 3.2 Unless CI-MAC determines otherwise, the arbitration shall be deemed to have commenced on the date that CI-MAC receives the Request and all accompanying documents, provided that the registration fee is received within seven days. If the registration fee is not received within this period, the Commencement Date will be the actual date of CI-MAC's receipt of the registration fee, subject to CI-MAC's discretion to determine otherwise.
- 3.3 The Request and all accompanying documents must be submitted to CI-MAC in electronic form unless CI-MAC agrees otherwise.
- 3.4 Where an amendment is made to the Request for Arbitration prior to the constitution of the Tribunal, CI-MAC has discretion to determine whether and to what extent such amendment affects other time limits under these Rules.
- 3.5 Any disputes regarding the sufficiency of the Request for Arbitration shall not hinder the constitution of the Tribunal and shall be finally resolved by the Tribunal.

4 Answer to the Request for Arbitration

- 4.1 The Respondent must submit an Answer to CI-MAC, the Claimant, and any other Party within 30 days of receiving the Request. Alternatively, if agreed upon by the Parties or permitted by the Tribunal, a different period may be set by CI-MAC upon application by any party or upon its own determination. The Answer must include the following information:
 - a) its name in full, description, address and other contact details including its telephone number, email address and mailing address of itself or its representative(s), if any;
 - b) its comments on the nature and circumstances of the dispute giving rise to the claim and the relief sought by the Claimant;
 - c) All objections to the jurisdiction of the Tribunal known or that should be known based on, including but not limited to, the validity, existence, scope, or applicability of the arbitration agreement;

- d) a statement on the nature and circumstances of any counterclaim, if any, specifying the relief sought and, where possible, an initial identification of the counterclaim amount;
 - e) any comments on the number of arbitrators and their choice in light of the Claimant's proposals and statements and if the arbitration agreement calls for party nomination of arbitrators, the name and contact details of the Respondent's nominee; or, if the arbitration agreement provides for a sole arbitrator, comments on the Claimant's proposal for a sole arbitrator or a counter proposal;
 - f) the existence of any funding agreement and the identity of any third-party funder under Article 15 of the Rules;
 - g) any comments on the Seat and language of the arbitration, and the applicable law(s) governing the merits;
 - h) any comments on the Claimant's proposal on the method for determining the fees and expenses of the Tribunal, if such proposal was communicated by the Claimant; and
 - i) proof that the payment of the filing fee under these Rules for any counterclaim has been made.
- 4.2 If the Claimant has filed a Statement of Claim with the Request for Arbitration, the Respondent may also include the Statement of Defence and a Statement of Counterclaim in its Answer.
- 4.3 Any disputes regarding the Respondent's failure to communicate a Response to the Request for Arbitration, or an incomplete or late response to the Request for Arbitration, will not hinder the constitution of the Tribunal and shall be finally resolved by the Tribunal.

5 Expedited Procedure

- 5.1 Notwithstanding any prior written agreement, any Party can apply to CI-MAC for an expedited procedure, either if both Parties agree in writing, or in exception circumstances, as determined by CI-MAC upon the request of a Party.
- 5.2 Such an application must be submitted to CI-MAC electronically along with a copy of the Request (if made by a Claimant) or a copy of the Answer (if made by a Respondent). A copy must also be delivered to all other Parties to the arbitration. The application must also provide specific grounds for the exceptional urgency requiring the expedited formation of the Tribunal or the expedited appointment of a replacement arbitrator, if applicable.

- 5.3 CI-MAC will review the application and make a determination as quickly as possible in the circumstances. If the application is granted, CI-MAC may modify any time limits specified in the Rules or in any prior agreement between the Parties in order to expedite the formation of the Tribunal.
- 5.4 At the request of any Party, and after consulting with the Parties and the Tribunal (if constituted), CI-MAC may determine that the Expedited Procedure will no longer apply, in light of any new circumstances in the case. Unless CI-MAC considers it necessary to remove or replace any arbitrator, the Tribunal will remain intact.

6 Multiple Contracts

- 6.1 Claims arising out of or in connection to more than one contract may be filed as follows:
- a) The Claimant may file a separate Request for Arbitration regarding each arbitration agreement invoked, and concurrently the Claimant may apply for consolidation in accordance with Article 7 of these Rules; or
 - b) The Claimant may file a single Request for Arbitration regarding all arbitration agreements invoked, which will include a statement identifying each contract and arbitration agreement invoked and a description of how the requirements for consolidation set forth in Article 7 of these Rules are met.
 - c) For the purposes of these Rules, the Claimant shall be deemed to have commenced an arbitration proceeding in respect of each arbitration agreement invoked, and the Request for Arbitration under this Article 6 shall be deemed to be an application for consolidation under Article 7 of these Rules.
- 6.2 CI-MAC will accept a single filing fee under these Rules for all arbitrations that are sought to be consolidated unless CI-MAC rejects the consolidation request and requires a separate filing fee for each arbitration that has not been consolidated.

7 Joinder and Consolidation

- 7.1 At the Request of any Party to an arbitration under the Rules, the Tribunal, or if the Tribunal has not yet been constituted, CI-MAC, has the power to allow an additional Party to be joined to the arbitration (a “Consolidation Order”), provided that at least one of the following conditions is satisfied at the time of the request:
- a) all the Parties to the arbitration have so agreed in writing; or
 - b) the claims or disputes in question arise out of or in connection to the same arbitration agreement(s); or

- c) the claims or disputes in question arise between the same Parties or out of the same transaction or series of transactions and the Tribunal or CI-MAC considers the arbitration agreements to be compatible.
- 7.2 When determining whether to issue a Consolidation Order, CI-MAC or the Tribunal will take into account the perspectives of all parties and evaluate all relevant aspects of the case, such as whether a Tribunal has already been appointed for either arbitration and, if so, whether the same members have been appointed.
- 7.3 In the event that the Tribunal has not been formed, any Party or non-Party involved in an arbitration initiated under these Rules may submit a written request to CI-MAC, or, in the event the Tribunal has been formed, to the Tribunal, to add one or more additional Parties as Claimant or Respondent in a pending arbitration, provided that at least one of the following criteria is met:
 - a) the additional Party to be joined is *prima facie* bound by the arbitration agreement referred to in the request; or
 - b) all Parties, including the additional Party to be joined, have expressly agreed in writing.
- 7.4 The request for joinder must include the following information:
 - a) the full name, address, including email address, and other contact details of the party to be joined;
 - b) the grounds on which the joinder is based; and
 - c) the requested manner of joinder of the third party.
- 7.5 In deciding whether to make a Joinder Order, the Tribunal or CI-MAC will consider the views of all parties and all circumstances of the case and may request additional information before making a decision.

8 Formation of the Tribunal

- 8.1 If the Parties have not agreed on the number of arbitrators and they are unable to reach an agreement within 30 days of the Respondent receiving the Request for Arbitration, the Parties and/or arbitrators may request an extension of up to 14 days from CI-MAC. After this deadline, or if the request is denied, a sole arbitrator will be appointed under these rules, unless CI-MAC deems it appropriate to appoint three arbitrators based on the circumstances of the case. In the event that the Tribunal is incomplete, CI-MAC will make any outstanding appointments.
- 8.2 When designating, confirming, or appointing arbitrators, the Parties and the appointing authority are not required to draw from the panel of arbitrators maintained by CI-MAC.

- 8.3 Subject to any agreement between the parties as to the manner in which the Tribunal members will be appointed, the provisions below will apply.
- 8.4 If three arbitrators are to be appointed, the Claimant and Respondent will each select an arbitrator when submitting the Request and Answer, respectively. Within 30 days of receiving these submissions, the two appointed arbitrators will choose a third arbitrator to serve as the presiding arbitrator of the Tribunal (“President”). If this process fails to result in an appointment within 30 days of the co-arbitrator’s appointment, or any other agreed time frame, CI-MAC will make the third appointment.
- 8.5 Where there are three or more parties, if the dispute is to be resolved by three arbitrators, (if applicable) the Claimants shall jointly appoint an arbitrator and the Respondents acting jointly will appoint one arbitrator and the appointments will be made in accordance with Article 9.
- 8.6 In proposing any arbitrator under the Rules, the Parties, their counsel, any appointed arbitrator, and CI-MAC will consider the goals of the Ray Corollary Initiative, the Equal Representation in Arbitration Pledge and R.E.A.L (Racial Equality for Arbitration Lawyers).
- 8.7 Without prejudice to the Parties’ right to submit their dispute in accordance with the tenets of their religion, any prior agreement between the Parties regarding the gender, race, or ethnicity of an arbitrator will have no effect. However, the Parties’ agreed method or criteria for selecting arbitrators will be honoured in all other respects.
- 8.8 Where the Parties are of different nationalities, in appointing any arbitrator, CI-MAC shall consider:
- a) the nationalities of the parties and other arbitrators; and
 - b) the desirability, in the case of a sole arbitrator or Chair, of appointing an arbitrator of a nationality other than that of the parties.
- 8.9 For the purposes of Article 8.9, nationality will include:
- a) in the case of an individual, the person’s country of principal residence or citizenship;
 - b) for any incorporated entity (including, but not limited to, a company, corporation, partnership, limited partnership, or charity), the country of incorporation or the principal country of business of that entity.

9 Appointment of arbitrators and their qualifications

- 9.1 Any arbitrator appointed under the Rules will be and remain at all times independent and impartial.

- 9.2 Any arbitrator appointed under the Rules shall, at the time of accepting any appointment, sign and submit to CI-MAC a declaration confirming their:
- a) impartiality and independence;
 - b) availability;
 - c) qualifications; and
 - d) acceptance of the appointment
- 9.3 An arbitrator shall, in writing, disclose all circumstances that might reasonably give rise to doubts as to their impartiality, independence or availability or that conflict with the agreement of the parties. This duty to immediately disclose any such circumstances applies continuously throughout the arbitration.

10 Challenge and replacement

- 10.1 CI-MAC has the authority to revoke any arbitrator's confirmation or appointment upon its own initiative, at the written request of all other members of the Tribunal, or upon a written challenge by any Party provided:
- a) that arbitrator gives written notice of their intent to resign as arbitrator to CI-MAC, copied to all Parties and other members of the Tribunal, if applicable;
 - b) that arbitrator is or becomes unwilling or unfit to act; or
 - c) circumstances give rise to justifiable doubts as to that arbitrator's impartiality or independence.
- 10.2 CI-MAC may determine that an arbitrator is unfit to act under Article 10.1 in circumstances where an arbitrator:
- a) acts in deliberate violation of the Arbitration Agreement;
 - b) does not act fairly or impartiality as between the Parties; or
 - c) does not conduct or participate in the arbitration with reasonable efficiency, diligence, and industry.
- 10.3 A Party who wishes to challenge an arbitrator must file a notice of challenge, in accordance with the requirements of this Article 10, with CI-MAC within 14 days after receiving notice of the appointment of the arbitrator being challenged or within 14 days after the circumstances specified in Articles 10.1 or 10.2 became known or should reasonably have been known to that Party.
- 10.4 The notice of challenge will state the reasons for the challenge. The date of receipt of the notice of challenge by CI-MAC will be deemed to be the date the notice of challenge is

filed. The Party challenging an arbitrator must notify CI-MAC in writing and send a copy of the notice of challenge to the other Party, the arbitrator being challenged, and any other members of the Tribunal or, if the Tribunal has not yet been constituted, any appointed arbitrator. The challenging Party must also inform CI-MAC that it has provided such notice, including the mode of service used and the date of service.

- 10.5 The Party making the challenge must pay the challenge fee required under these Rules, in accordance with the applicable Schedule of Fees. If the challenging Party fails to pay the challenge fee within the time limit set by CI-MAC, the challenge will be considered withdrawn.
- 10.6 After receipt of a notice of challenge under Article 10.4, CI-MAC may order a suspension of the arbitral proceedings until the challenge is resolved. The challenged arbitrator may continue to participate in the arbitration until the challenge is resolved unless CI-MAC orders the suspension of the arbitral proceedings.
- 10.7 If a Party challenges an arbitrator and all Parties agree to the challenge, CI-MAC will remove the challenged arbitrator from the Tribunal. The challenged arbitrator may also voluntarily withdraw from office. In neither case does this imply accepted of the validity of the grounds for the challenge.
- 10.8 If an arbitrator is removed or withdraws from office in accordance with Article 10.7, a substitute arbitrator will be appointed following the same procedure used for the nomination and appointment of the arbitrator being replaced. This applies even if a Party failed to exercise its right to nominate an arbitrator when appointing the challenged arbitrator. The time limits for nominating and appointing the substitute arbitrator will commence from the date of receipt of the other Party's agreement to the challenge or the challenged arbitrator's withdrawal from office.
- 10.9 Unless the parties so agree or the challenged arbitrator resigns in writing within 14 days of receipt of the written statement, CI-MAC will decide the challenge. CI-MAC has the discretion to conduct the challenge proceedings in any manner it deems appropriate under the circumstances but must give the other Parties and the challenged arbitrator a reasonable opportunity to comment on the challenging Party's written statement. Additionally, CI-MAC may request further information and materials from the challenging Party, the challenged arbitrator, the other Parties, any authorized representatives of a Party, other members of the Tribunal, and the Tribunal Secretary (if any), at any time.
- 10.10 CI-MAC's will make its decision in writing, including reasons for its conclusion, and a copy will be transmitted to the Parties, the challenged arbitrator, and other members of the Tribunal (if any). If the challenge is upheld, CI-MAC will revoke that arbitrator's appointment. If a challenged arbitrator resigns in writing prior to CI-MAC's decision, that arbitrator will not be considered to have admitted any part of the written statement.

- 10.11 Based on the circumstances, CI-MAC will determine the amount of the fees and expenses, if any, to be paid for the former arbitrator's services. Additionally, CI-MAC has the authority to determine which Party should pay for any or all costs of the challenge, the amount to be paid, and to whom payment should be made to. CI-MAC may refer any parts of or all of such costs to the Tribunal or to CI-MAC for a later decision.
- 10.12 In the event of an arbitrator's death, resignation, withdrawal, or removal during the arbitral proceedings, a substitute arbitrator will be appointed following the same procedure that was applicable to the nomination and appointment of the arbitrator being replaced, except as otherwise provided in these Rules.
- 10.13 If an arbitrator refuses or fails to act or perform his functions in accordance with the Rules or within prescribed time limits, or in the event of any *de jure* or *de facto* impossibility by an arbitrator to act or perform their functions, the procedure for challenge and replacement of an arbitrator will apply.
- 10.14 The President has the authority to remove an arbitrator at their own initiative and discretion, in the following circumstances:
- a) The arbitrator refuses or fails to act or to perform his functions in accordance with the Rules or within prescribed time limits;
 - b) in the event of a *de jure* or *de facto* impossibility of an arbitrator to act or perform his functions, or;
 - c) if the arbitrator does not conduct or participate in the arbitration with due diligence or in a manner that ensures the fair, expeditious, economical, and final resolution of the dispute.

The President will consult the parties and the members of the Tribunal, including the arbitrator to be removed (or any appointed arbitrator, if the Tribunal has not yet been constituted) before the removal of an arbitrator under this Rule.

11 Repetition of hearings in the event of replacement of an arbitrator

- 11.1 If the sole or presiding arbitrator is replaced in accordance with the procedure in Article 10, any hearings previously held will be repeated unless otherwise agreed by the Parties. If any other arbitrator is replaced, any hearings previously held may be repeated at the discretion of the Tribunal after consulting the parties. If the Tribunal has issued an interim or partial Award, any hearings relating solely to that Award will not be repeated, and the award will remain in effect.

12 Conduct of the proceedings

- 12.1 Subject to these Rules, the Tribunal will conduct the arbitration in a manner it deems appropriate, considering the complexity of the issues, the amount in dispute and use of technology to ensure the fair, expeditious, economical, and final resolution of the dispute.
- 12.2 The Tribunal will determine the admissibility, relevance, materiality, and weight of all evidence.
- 12.3 Within 15 days from the transfer of the file to the constituted Tribunal, it will conduct a first preliminary meeting with the Parties, in person or by any other means, to discuss the procedures that will be most appropriate and efficient for the case.
- 12.4 Without prejudice to the generality of the Tribunal's discretion, after giving the Parties a reasonable opportunity to state their views, the Tribunal may, subject to the Rules, make any procedural order it considers appropriate with regard to the fair, efficient and expeditious conduct of the arbitration.

13 Seat of arbitration, place(s) of hearing

- 13.1 In the absence of any express or implied choice of the Seat of arbitration by the Parties, the Tribunal has the discretion to determine the appropriate Seat after considering applicable factors such as the Parties' nationality and the place of dispute. The Tribunal's determination, when made, will be irrevocable.
- 13.2 The Tribunal, regardless of the choice or determination of the Seat of arbitration, has the right to hold hearings elsewhere than the Seat, as it deems appropriate, subject to any agreement between the Parties.
- 13.3 The Tribunal may, after consultation with the Parties, decide to conduct hearings or meetings virtually, by telephone, or through other appropriate means of virtual communication including video conferencing.
- 13.4 Any Award shall be deemed to have been issued at the Seat of the arbitration, no matter where it has been signed by the Tribunal, and whether at one single sitting or separately by each member to whom the award was forwarded for signature and whether physically or by electronic means.

14 Language(s) of arbitration

- 14.1 The Tribunal will determine the language or languages used in the arbitration, unless otherwise agreed by the Parties. This determination will apply to all written communications, pleadings and other documents filed or exchanged in the proceedings, as well as the language or languages to be used in any hearings.

- 14.2 If a Party submits a document written in a language other than the language(s) of the arbitration, the Tribunal, or if the Tribunal has not yet been constituted, CI-MAC, may order the translation of the document and the Party who submitted the document in the language other than the language(s) of the arbitration will bear the cost of the translation.

15 Third-Party Funding

- 15.1 If, before the constitution of the Tribunal, a Party enters into a Third-Party Funding Agreement, the funded Party must promptly disclose that fact in writing to CI-MAC and to all other parties, along with the details of the identity of the funder and whether or not the funder has committed to an adverse costs liability.
- 15.2 If the Tribunal has been constituted, the Parties shall not enter into a Third-Party Funding Agreement if the consequence of that agreement will or may give rise to a conflict of interest between the third-party funder and any member of the Tribunal. A Party entering into such an arrangement shall make the same disclosure to CI-MAC, the Tribunal, and all other parties, simultaneously, as required by Article 15.1 above.
- 15.3 Any funded party shall promptly disclose any changes to the information referred to in 15.1 and 15.2 that occur after the initial disclosure.

16 Party representation

- 16.1 The Parties are free to choose their representatives. However, CI-MAC or the Tribunal may request evidence of authority from any Party representative.
- 16.2 Once the Tribunal is formed, any Party wishing to add or replace a representative must promptly notify the other Parties, the Tribunal, and CI-MAC in writing.

17 Submissions

- 17.1 Unless the Parties have agreed or jointly proposed in writing otherwise, written statements shall be submitted in accordance with this Article, subject to the Tribunal's discretion.
- 17.2 The Claimant must provide the Respondent and the Tribunal with a Statement of Claim within the time period determined by the Tribunal, unless it has already been submitted under Article 3. The Statement of Claim must include, with sufficient detail:
- a) a statement of facts supporting the claim;
 - b) the legal grounds or arguments supporting the claim;
 - c) the relief claimed together with the amount of all quantifiable claims; and

- d) all documents relied on.
- 17.3 The Respondent must, within a time period to be determined by the Tribunal, provide the Claimant and the Tribunal with a Statement of Defence, unless it has already been submitted under Article 4. The Statement of Defence must include, with sufficient detail:
- a) a statement of facts supporting its defence to the Statement of Claim;
 - b) the legal grounds or arguments supporting its defence;
 - c) the relief claimed against all other parties; and
 - d) all documents relied on.
- 17.4 The Claimant must, within 30 days of receiving the Respondent's Statement of Defence and Statement of Counterclaim, if applicable, or within such other time period determined by the Tribunal, the Claimant must send a written Statement of Reply which, in the event of any counterclaim, shall also include a Statement of Defence to Counterclaim and include, with sufficient detail:
- a) a statement of facts supporting its defence to the Statement of Counterclaim;
 - b) the legal grounds or arguments supporting its defence;
 - c) the relief claimed against all other Parties; and
 - d) all documents relied on.
- 17.5 Unless the Tribunal decides otherwise, a Party may amend its Claim, Counterclaim, or any other submission, provided that the amendment does not result in the amended Claim or Counterclaim falling outside the scope of the arbitration agreement and is not likely to cause undue delay or prejudice.
- 17.6 The Tribunal may request that the Parties make additional submissions and will fix the deadlines for communicating such submissions.
- 17.7 Any accompanying document not previously submitted by a Party must accompany all submissions made under this Article.
- 17.8 If the Claimant fails to submit its Statement of Claim within the time limit set by the Tribunal, the Tribunal may issue an order terminating the proceeding or give any other directions that it deems appropriate.

- 17.9 If the Respondent fails to submit its Statement of Defence or, at any point, fails to present its case in accordance with the Tribunal's directions, the Tribunal may proceed with the arbitration, taking into account any other evidence and submissions available to it.

18 Evidence

- 18.1 Each Party has the burden of proving the facts relied on to support its claim, defence, counterclaim, or defence to counterclaim.
- 18.2 Any individual, including a Party to the arbitration or someone related to a Party, may be presented as a witness, including as an expert witness, by the Parties to testify on any issue of fact or expertise. Unless the Tribunal directs otherwise, witness statements, including expert witness statements, may be presented in writing, and must be signed by the witness.
- 18.3 At any time during the arbitral proceedings the Tribunal may require the Parties to produce documents, exhibits or other evidence within such a time as the Tribunal will determine.
- 18.4 The Tribunal will determine the admissibility, relevance, materiality, weight of the evidence offered and the burden of proof.

19 Hearing(s)

- 19.1 Unless the Parties agree otherwise or as otherwise provided in these Rules, the Tribunal shall hold a hearing for the presentation of evidence and/or for oral submissions on the merits of the dispute, including on any jurisdictional issues.
- 19.2 The Tribunal shall set the time, date and place of any meeting or hearing after consulting with the Parties and providing them with reasonable notice.
- 19.3 If a Party fails to appear at a meeting or hearing without showing sufficient cause, the Tribunal may proceed with the arbitration and may base the Award on the submissions and evidence before it.
- 19.4 All meetings and hearings will be held in private, and all recordings, transcripts, or documents used in relation to the arbitral proceedings will remain confidential, unless otherwise agreed in writing by the Parties.
- 19.5 The Tribunal may determine the conditions for the hearings, including allowing hearings to take place through telecommunication means such as videoconferencing and not require any physical presence at the hearing.
- 19.6 Witnesses, including expert witnesses, may be heard, and examined in the manner set by the Tribunal.

- 19.7 The Tribunal may require the retirement of witnesses, including expert witnesses, during the testimony of other witnesses, except for a witness who is a Party to the arbitration.
- 19.8 The Tribunal may direct that witnesses, including expert witnesses, be examined through telecommunication means, such as videoconference. The Tribunal may also direct that witnesses, including expert witnesses, be examined in-person and require them to appear physically at the hearing.

20 Witnesses

- 20.1 Prior to any hearing, each Party shall inform the Tribunal and the other Party, within the time specified by the Tribunal and at least 30 days before the hearing, of the names and addresses of the witnesses it intends to call, along with the subject matter of their testimony and its relevance to the disputed issues, and any other matter requested by the Tribunal.
- 20.2 The Tribunal may, at its discretion, allow, refuse, or limit the appearance of any witness, whether a witness of fact or an expert witness, to provide oral testimony at any hearing.
- 20.3 Any witness who provides oral evidence may be questioned by the Tribunal, as well as by each Party and their representatives, under the supervision and direction of the Tribunal.
- 20.4 The Tribunal may require witnesses to submit their testimony in written form, such as through signed statements or sworn affidavits. Subject to Article 20.2, the Tribunal may condition the admissibility of the testimony on the attendance of the witness for oral examination. If the witness fails to attend for oral examination, the Tribunal may give such weight to the written testimony as it deems appropriate or exclude it altogether.
- 20.5 Subject to any mandatory provisions of any applicable law and unless otherwise ordered by the Tribunal, any Party or their representatives may interview any witness or potential witness before their appearance to give oral evidence at any hearing.

21 Tribunal-appointed experts

- 21.1 After consulting with the Parties, the Tribunal may:
- a) appoint an expert to report to it on specific issues; and
 - b) require a Party to supply any expert appointed under Article 21 with all relevant information and documentation, and/or provide the expert with access to goods, property, or sites for inspection.
- 21.2 Any such expert and expert witness appointed under Article 21 must be and remain impartial and independent of the Parties. To this effect, they must sign a written

declaration in accordance with the CI-MAC Guidelines and provide it to the Tribunal and all Parties.

- 21.3 Any expert appointed under Article 21 shall submit a written report to the Tribunal. The Tribunal will provide the Parties with a copy of the report and allow them to comment on its contents. The Parties will have the opportunity to examine any document on which the expert has relied upon in the report.
- 21.4 After submission of their written report, the expert shall participate in a hearing for oral examination by the Parties at the request of any Party, if the Tribunal deems it necessary, or unless otherwise agreed.
- 21.5 At the request of any Party or if the Tribunal deems it necessary, the expert appointed under Article 21 shall participate in a hearing where the Parties can ask questions and present their own expert witness.

22 Default

- 22.1 If, within the time fixed by these Rules or by the Tribunal, without showing sufficient cause:
- a) the Claimant has failed to submit its Statement of Claim, the Tribunal will issue an order for the termination of the arbitral proceedings, unless there are remaining matters that may need to be decided and the Tribunal considers it appropriate to do so;
 - b) the Respondent has failed to submit its Answer to the Request for Arbitration or its Statement of Defence, the Tribunal will order that the proceedings continue, without treating such failure in itself as an admission of the Claimant's allegations; and
 - c) the provisions of this subparagraph also apply to a claimant's failure to submit a Defence to a Statement of Counterclaim or to a claim for the purpose of a set-off.
- 22.2 If a Party is properly notified under these Rules of an upcoming hearing but fails to appear without showing sufficient cause, the Tribunal may proceed with the arbitration.
- 22.3 If the Tribunal invites a Party to produce documents, exhibits or other evidence and that Party fails to do so before the established deadline, without showing sufficient cause for such failure, the Tribunal may issue an Award based on the evidence before it.

23 Additional powers of the Tribunal

- 23.1 Unless prohibited by the mandatory rules of law applicable to the arbitration or if the Parties agree otherwise, in addition to the powers mentioned in these rules, the Tribunal will have the authority and powers to:

- a) order any Party to make documents, goods, property, site, or any other thing under such Party's control available for inspection by the Tribunal, any other Party, or any experts engaged by them, and to order any Party or person to give evidence in any form;
- b) order the preservation, storage, sale or disposal of any property or item, which is, or forms part of, the subject matter of the dispute, and to order any Party to take or refrain from acting to prevent the dissipation of assets by a Party or to otherwise ensure the effectiveness of any Award;
- c) order for the reimbursement of unpaid deposits towards the arbitration costs;
- d) order any Party to provide security for legal and other costs and for all or part of any disputed amount in the arbitration through any manner, including but not limited to, deposit or bank guarantee;
- e) proceed with the arbitration despite any Party's failure or refusal to comply with these Rules or with the Tribunal's orders and directions or any Award;
- f) Sanction any Party in relation to its failure or refusal to comply with these Rules or with the Tribunal's orders or directions or any partial Award or to attend any meeting or hearing;
- g) decide any issue that has not been raised, expressly or impliedly, in a Party's submissions, provided that the other Party has been given sufficient notice and an opportunity to respond;
- h) decide on the law applicable to the arbitral proceedings;
- i) decide on any claim of legal and other privilege;
- j) order simple or compound interest on any amount which is the subject of the arbitration, at the rates agreed by the Parties or, if there is no agreement, as determined by the Tribunal, in respect of any period determined to be appropriate by the Tribunal;
- k) to reduce or extend any time period set under these Rules or by its directions, even if the time limit has expired;
- l) make any enquiries that the Tribunal deems necessary or beneficial;
- m) order a party to comply with any legal obligation, payment of compensation for breach of any legal obligation, order specific performance of any contract, the correction or rectification of any contract, subject to the law governing such contract; and

- n) order that the arbitration proceedings be halted if Tribunal determines that the arbitration appears to have been abandoned by the Parties, or all claims and any counterclaims have been withdrawn by the Parties, unless a Party, upon receipt of the Tribunal's notification to agree or object to such discontinuance, has raised an objection in writing to the Tribunal.

24 Jurisdiction of the Tribunal

- 24.1 The Tribunal may rule on any matter that is relevant to its own jurisdiction, including but not limited to:
 - a) the validity of the arbitration agreement;
 - b) the proper constitution of the Tribunal; and
 - c) what matters have been submitted to arbitration in accordance with the arbitration agreement.
- 24.2 Any Party ("Challenger") may challenge the Tribunal's jurisdiction on the ground that the Tribunal lacks or has exceeded its jurisdiction in relation to any matter.
- 24.3 Any such jurisdictional objection must be made by the Challenger—
 - a) before, or as soon as is reasonably practicable after, the matter to which the objection relates is first raised in the arbitration, but nonetheless no later than the time the Challenger files any Defence to the Claim or Counterclaim or any other submission on the merits of the dispute; or
 - b) at a later time as permitted by the Tribunal but, in any case, no later than when the Tribunal's final Award.
- 24.4 Separately from dealing with the subject matter of the dispute, the Tribunal may rule on a jurisdictional objection in the form of an Award on jurisdiction only, or as part of an Award on the merits, unless otherwise agreed by the Parties. The Tribunal's decision on which of these alternatives it will adopt will be final.

25 Early determination

- 25.1 A Party may request that the Tribunal decide one or more points of law or fact by early determination procedure on the grounds that such points of law or fact lack merit or are outside the jurisdiction of the Tribunal.
- 25.2 Any Party making the request for early determination procedure shall simultaneously communicate the request and any supporting documentation to the Tribunal, CI-MAC, and all other Parties, and include in detail the facts and legal basis supporting the request.

- 25.3 The Tribunal will issue the decision on the request within 30 days from the date of filing. The decision may dismiss the request or allowing it to proceed, in whole or in part, under this Article 25 of the Rules, after providing all Parties the opportunity to be heard.
- 25.4 If the Tribunal grants the request, the order or Award on the request under this Article 25 of the Rules must be made within 60 days from the date the request was filed, unless the Parties or CI-MAC agree to an extension. The order or Award shall include reasons for the decision on the relevant points of law or fact, which may be in summary form.
- 25.5 Before deciding on the request under this Article 25, the Tribunal may determine whether and to what extent the arbitration will proceed.

26 Interim measures and emergency relief

- 26.1 At the request of a Party, the Tribunal may issue an order or Award granting interim or conservatory relief as it deems appropriate. The Tribunal may order the requesting Party to provide appropriate security in connection with the relief sought.
- 26.2 A Party seeking emergency interim relief before the Tribunal is constituted may apply for such relief under the procedures set out in Schedule 1.
- 26.3 When deciding a Party's request for an interim measure, the Tribunal will account for the circumstances of the case. Relevant factors may include, but are not limited to:
- a) harm not adequately reparable by an award of damages is likely to result if the measure is not ordered, and such harm substantially outweighs the harm that is likely to result to the Party against whom the measure is directed if the measure is granted; and
 - b) here is a reasonable possibility that the requesting party will succeed on the merits of the claim. The determination on this possibility shall not affect the discretion of the Tribunal in making any subsequent determination.
- 26.4 The Tribunal has the authority to modify, suspend, or terminate any interim measure it has granted, either upon application of any Party or, in exceptional circumstances and after providing notice to the Parties, on the Tribunal's own initiative.
- 26.5 If there is a material change to the circumstances on which an interim measure was requested or granted, the Tribunal may require the relevant Party to disclose such change promptly.
- 26.6 If the Tribunal later determines that, under the prevailing circumstances, an interim measure should not have been granted, the requesting Party may be liable for any costs and damages caused by the measure to any other Party. The Tribunal may award such costs and damages at any point during the arbitration.

- 26.7 A Party's request for interim relief from an applicable judicial authority before or after the constitution of the Tribunal, in exceptional circumstances, is not inconsistent with these Rules.

27 Applicable law, *amiable compositeur* and *ex aequo et bono*

- 27.1 The law applicable to the Arbitration Agreement and the arbitration will be the law applicable to the Seat of the arbitration, unless and to the extent the parties have agreed in writing to apply other laws or rules of law and such agreement is not prohibited by the law applicable to the arbitral Seat.
- 27.2 Notwithstanding Article 27.1, these Rules will be interpreted under the laws of the Cayman Islands.
- 27.3 The Tribunal will decide as *amiable compositeur* or *ex aequo et bono* only if the Parties have expressly authorised it to do so in writing.
- 27.4 The Tribunal will decide all cases in accordance with the terms of the contract, if any, and will consider any applicable usage of trade, custom, or the Parties' prior course of dealings, if any.

28 Closure of proceedings

- 28.1 Once the Tribunal is satisfied that both Parties have had reasonable opportunity to present their case, either for the entire proceedings or a distinct phase of the proceedings, it will declare those proceedings or that phase closed. At that point, no further submissions or arguments may be made, nor evidence produced, unless the Tribunal reopens the proceedings or phase in accordance with Article 28.4.
- 28.2 Once the proceedings are declared closed, the Tribunal will notify CI-MAC and the Parties of the anticipated date for communicating the award, which will be no later than six months from the date of closure, unless extended by agreement of the Parties or by CI-MAC in exceptional circumstances.
- 28.3 This time limit does not apply to arbitrations conducted under the Expedited Procedure in accordance with Article 5.
- 28.4 The Tribunal may, if it considers it necessary on its own initiative or upon application of a Party, decide to reopen the proceedings at any time before the Award is made.

29 Waiver of right to object

- 29.1 If a Party fails to object promptly to any noncompliance with these Rules or with any requirement of the arbitration agreement, that Party shall be deemed to have waived its right to make such an objection, unless it can demonstrate that, under the circumstances, its failure to object was justified.

30 Form of the Award

- 30.1 Each original copy of the Award made by the Tribunal must contain the signatures of at least a majority of its members.
- 30.2 Electronic signatures will be treated as valid for all purposes, provided that all Parties agree.
- 30.3 The Award will be in writing and state:
- a) the date on which it is made;
 - b) the reasons given for the conclusions reached in the award (unless otherwise agreed by the parties);
 - c) whether the award is a unanimous or a majority award; and
 - d) the Seat in which the arbitration is or has been proceeding.
- 30.4 Once all original copies of the award have been signed and dated in accordance with this Article 30, the Tribunal shall promptly deliver them to CI-MAC for onward transmission to all Parties.
- 30.5 Unless exceptional circumstances arise, the Award should be written and signed within 90 days of the end of the final hearing or, if later, the date of the last authorised substantive written submission by any Party.

31 Consent Awards

- 31.1 If the Parties inform the Tribunal that they have reached a final settlement and request an Award to record the settlement terms (“Consent Award”), the Tribunal shall prepare such Consent Award, unless it has reasonable grounds for refusing, in which case it shall promptly communicate those grounds to the Parties.
- 31.2 Any such Consent Award shall contain an express statement that it is an Award made at the Parties’ request and with their consent.

- 31.3 The Tribunal has the discretion to include or exclude a determination of the costs of the arbitration, including the Tribunal's and CI-MAC's fees and expenses, in the Consent Award.
- 31.4 If the Parties confirm in writing to the Tribunal and CI-MAC that they have reached a final settlement and do not require a Consent Award the Tribunal's tenure will be terminated and the arbitration proceedings will be deemed terminated, subject to the payment of any arbitration costs as determined under these Rules.

32 Right to withhold Award

- 32.1 Before sending any original or electronic copy of an Award to the Parties, CI-MAC shall determine that it has sufficient funds to cover all outstanding fees and expenses of the Tribunal and CI-MAC.
- 32.2 If, at the time of delivering the copies of the Award to CI-MAC, it appears as though CI-MAC does not have sufficient funds to cover all outstanding fees and expenses of the Tribunal and CI-MAC, CI-MAC will provide written notification of the shortfall to the Parties and provide them with required deposit amounts and respective proportions needed to release the Award.

33 Correction, clarification and interpretation of the award, and additional awards

- 33.1 Within 30 days of the date of an Award, the Tribunal may make corrections to any clerical, computational, typographical, or similar errors found in the Award. The Tribunal will notify the Parties of the errors and they will be given reasonable time to comment on the proposed corrections.
- 33.2 After making any corrections under Article 33.1, the Tribunal will submit the Award to CI-MAC. Neither CI-MAC nor the Tribunal will be entitled to any fees or expenses for such corrections made by the Tribunal, if they are made by the Tribunal upon its own initiative.
- 33.3 Any Party may make a written request within 30 days of receipt of an Award, asking that the Tribunal correct clerical, computational, typographical, or similar errors, or request that the Tribunal clarify any ambiguity in, or interpret any part of, the Award.
- 33.4 Within 30 days of receipt of an Award, a Party may also make a written request to the Tribunal requesting additional Award concerning claims presented in the arbitration but not dealt with in the Award. If the Tribunal reviews the request and determines that it is justified, it shall issue the additional Award within 45 days of receiving the request.
- 33.5 Upon receiving a request under Article 33.3 or 33.4, the Tribunal will decide whether or not the request is justified within 7 days. If the Tribunal determines the request is justified, it will provide any other Party with reasonable time, not exceeding 30 days, to submit written comments on the request.

- 33.6 The Tribunal shall render its decision on the request for correction, clarification, or interpretation of the Award within 14 days of receiving the comments from the other Party (or the last such Party). If the Tribunal determines that the request is justified, it will make the correction, clarification, or interpretation by recording it in an Addendum to the Award. The Addendum will address any cost issues arising from the request, provided that the Parties have been consulted on this issue. The Addendum will be treated for all purposes (other than as it relates to any appeal or challenge against the Award) as though it were made on the same date as the unamended Award.
- 33.7 If the Tribunal denies the request, it may issue a formal Addendum recording the request and its denial. The Addendum will address any cost issues arising from the request, after consulting the Parties.

34 Fees and deposits

- 34.1 The costs of the arbitration, other than the Parties' legal or other expenses ("Arbitration Costs"), will be determined by CI-MAC in accordance with the Schedule of Fees. The Parties will be jointly and severally liable to CI-MAC and the Tribunal for the payment of these Arbitration Costs.
- 34.2 CI-MAC will determine the amount of the Arbitration Costs and the Tribunal will specify such amount in an order or Award. In the absence of a final settlement of the Parties' dispute about liability for these costs, the Tribunal will also determine the proportions in which the Parties will bear them. A Party who has already made a payment to CI-MAC covering the costs and the Tribunal decides that a different Party should bear all or part of the Arbitration Costs, the former Party will have the right to recover the appropriate amount from the latter Party.
- 34.3 The Tribunal has the power to decide, by order or award, that all or part of the legal or other expenses incurred by a Party ("Legal Costs") be paid by another Party. The Tribunal will determine the amount of these Legal Costs on a reasonable basis it considers appropriate. The Tribunal is not required to apply the rates or procedures for assessing such costs practices by any state court or other legal authority.
- 34.4 The Tribunal will determine both Arbitration Costs and Legal Costs based on the general principle that costs should reflect the Parties' relative success and failure in the arbitration, or under different issues, unless the application of this principle would be inappropriate under the Arbitration Agreement or otherwise. Additionally, the Tribunal may consider the conduct of the Parties and their authorized representatives during the arbitration, including any cooperation or non-cooperation that may have resulted in undue delay or unnecessary expense. The Tribunal will provide reasons for its decision on costs in the order or Award containing such decision (unless it is a Consent Award).

- 34.5 If, before the final Award is made, the arbitration is abandoned, suspended, withdrawn, or concluded, by agreement or otherwise, the Parties will remain jointly and severally liable to CI-MAC and the Tribunal for the Arbitration Costs determined by CI-MAC.
- 34.6 The Tribunal may allocate costs associated with jurisdictional or interlocutory applications in any interim order or award or in the final award.

35 Fees and expenses of the Tribunal

- 35.1 The fees and expenses of the Tribunal will be determined either according to:
- a) an hourly rate; or
 - b) a schedule of fees based on the sum in dispute.

The fees of the Tribunal will be fixed in accordance with the applicable Schedule of Fees and parties must agree in writing on the method of determining the Tribunal's fees and expenses. They must inform CI-MAC of their choice, in writing, within 30 days of the date on which the Respondent receives the Notice of Arbitration. If the Parties fail to agree on the applicable method, the Tribunal's fees and expenses will be determined in accordance with the applicable hourly rate.

- 35.2 The Tribunal's reasonable out of pocket expenses necessarily incurred, as well as other allowances, shall be reimbursed in accordance with the applicable Practice Note.

36 Advance payment for costs

- 36.1 CI-MAC will determine the advance on costs to be paid by the Parties, which will cover the fees and expenses of the Tribunal as well as CI-MAC's administrative fees. The Parties will each pay an equal portion of the deposit unless directed otherwise by CI-MAC. If there is a Counterclaim or Crossclaim, CI-MAC may require separate deposits.
- 36.2 If the amount of the Claim or Counterclaim cannot be determined at the time of payment, CI-MAC will make a provisional estimate of the Arbitration Costs based on the nature of the dispute and case circumstances. This estimate may be adjusted later based on additional information.
- 36.3 From time to time, CI-MAC may require Parties to make supplementary deposits with CI-MAC, in such proportions as it thinks appropriate.
- 36.4 If, within 30 days after the receipt of the request, or any other period that may be set by CI-MAC, the requested deposits are not paid in full, CI-MAC will inform the Parties and the other Party/Parties will be able to make the required payment to allow the arbitration to proceed (subject to any order or award on Arbitration Costs) within a specified period. If the payment is not made within that time, CI-MAC will dismiss the case in whole or in

part. If the case has been referred to the Tribunal, the Tribunal will terminate the case in whole or in part.

- 36.5 If such an event occurs, the party making the additional payment on behalf of another Party may request an order or award from the Tribunal for reimbursement to that Party by the defaulting Party, together with any interest.
- 36.6 After a termination order or final Award has been made, CI-MAC will render an accounting to the Parties of the deposits received and return any unexpended balance to the Parties in such proportions as the parties may agree in writing or, failing such agreement, in the same proportions as the deposits were made.
- 36.7 CI-MAC may determine that part of the advance on costs may be provided in the form of a bank guarantee or other form of security.

37 Confidentiality

- 37.1 Subject to express, written agreement to the contrary, CI-MAC, the Tribunal, arbitrators, and all Parties involved shall not disclose any confidential information pertaining to the arbitration. Disclosure may occur only if:
- a) it is necessary for the Tribunal to conduct the arbitration;
 - b) it is required to comply with applicable laws or regulations or to perform required public functions; or
 - c) all Parties and the Tribunal have given prior written consent.
- 37.2 Reasonable measures must be taken by CI-MAC, the Tribunal, and all Parties to prevent unauthorized disclosure of confidential information by any third parties involved in the arbitration.
- 37.3 “Confidential information”, in relation to an arbitration, means any information relating to:
- a) the dispute, including the existence of the dispute;
 - b) the arbitral proceedings; or
 - c) the Award,
- which is not, and has never been, in the public domain.
- 37.4 CI-MAC will not publish any Award or any part of an Award without the prior written consent of all parties and the Tribunal.

38 Data protection

- 38.1 Any processing of personal data by CI-MAC is subject to applicable data protection legislation, and CI-MAC's data protection notice can be found on the CI-MAC website.
- 38.2 As soon as practicable after it has been constituted, and having regard to (a) the ICCA-IBA Roadmap to Data Protection in International Arbitration and (b) the ICCA-NYC Bar-CPR Protocol on Cybersecurity in International Arbitration, the Tribunal will consider whether it is appropriate to adopt (and if so, to make directions in respect of):
- a) any specific information security measures to protect the physical and electronic information shared in the arbitration; and
 - b) any means to address the processing of personal data produced or exchanged in the arbitration under applicable data protection or equivalent legislation.

39 Environmental Impact

- 39.1 All Parties, their counsel and other representatives, the Tribunal, and CI-MAC shall be mindful of the environmental impact of arbitration and consider implementing the Green Protocols as developed by The Campaign for Greener Arbitration and/or other environmentally sustainable practices.

40 Miscellaneous/General Provisions

- 40.1 Any party that proceeds with the arbitration without promptly objecting to a failure to comply with any provision of these Rules, or if any other rules applicable to the proceedings, any direction given by the Tribunal, or any requirement under the arbitration agreement relating to the constitution of the Tribunal or the conduct of the proceedings, shall be deemed to have waived its right to object.
- 40.2 In all matters not expressly provided for in these Rules, CI-MAC and the Tribunal will act in the spirit of these Rules and shall make every reasonable effort to ensure the fair, expeditious and economical conclusion of the arbitration and the enforceability of any Award.
- 40.3 No arbitrator appointed under the Rules, nor any clerk or tribunal secretary appointed by the Tribunal, nor any body or person specifically designated by CI-MAC to perform the functions under these rules, nor any of CI-MAC's other personnel, nor CI-MAC itself, shall be liable for any act or omission in connection with an arbitration conducted under these Rules, save where such act was done or omitted in bad faith.

- 40.3 In the event of any discrepancy or inconsistency between the English version of these Rules and any other languages in which these Rules are published, the English version will prevail.

SCHEDULE 1: Emergency Arbitrator

1. A Party seeking emergency interim relief may file an application with CI-MAC at the same time as they file a Notice of Arbitration or after the filing, as long as the Tribunal has not yet been constituted. The Party applying for emergency interim relief must provide all other Parties with a copy of the application when filing it. The application must include details of:

- a) the nature of the relief sought;
- b) the names and contact details of the requesting Party, the other Parties, and their representatives;
- c) a copy of the arbitration agreement(s) invoked;
- d) the reasons the Party is entitled to such relief; and
- e) a statement certifying that all other Parties have received a copy of the application or, if they have not, an explanation of the good faith steps taken to notify all other Parties.

2. When submitting an application for emergency interim relief, the Party must pay the non-refundable administration fee and provide the required deposits for the Emergency Arbitrator's fees and expenses for Emergency Arbitrator proceedings under this Schedule 1. CI-MAC may request additional deposits from the applicant in certain cases. If the additional deposits are not paid within the time limit set by CI-MAC, the application will be deemed to have been withdrawn.

3. If CI-MAC grants the request for emergency interim relief, CI-MAC shall seek to appoint an Emergency Arbitrator within one day of receiving the application and payment of the administration fee and deposits, subject to extenuating circumstances.

4. If the Parties have agreed on the Seat, that Seat will also serve as the Seat of the proceedings for emergency interim relief. In the absence of such an agreement, the Seat for the emergency interim relief proceedings will be the Cayman Islands, without prejudice to the Tribunal's authority to determine the Seat of the arbitration under Article 13.

5. The language of the emergency interim relief proceedings will be the language(s) agreed by the Parties. In the absence of such an agreement, the language shall be the language agreed to in the Arbitration Agreement. If the Arbitration Agreement is silent on this matter, the Emergency Arbitrator shall determine the language(s) of these proceedings after giving all Parties a reasonable opportunity to comment.

5. Before accepting an appointment, a potential Emergency Arbitrator must sign a statement of independence and impartiality specifically confirming its acceptance and availability to act (see Annex B) and must disclose any circumstances that could give rise to justifiable doubts about their impartiality or independence to CI-MAC. Any challenge to the Emergency Arbitrator's appointment must be made within two days of CI-MAC notifying the Parties of the appointment and circumstances disclosed.

6. Unless otherwise agreed by the Parties, an Emergency Arbitrator may not act as an arbitrator in any future arbitration relating to the dispute.

7. As soon as possible, but no later than two days after appointment, the Emergency Arbitrator shall establish a schedule for consideration of the emergency interim relief application. The schedule must provide a reasonable opportunity for the Parties to present their arguments and may allow for proceedings via telephone, video conference, or on written submissions as an alternative to an in-person hearing. The Emergency Arbitrator shall have the same powers as the Tribunal under these Rules, including the authority to rule on their own jurisdiction, without prejudice to the Tribunal's determination.

8. The Emergency Arbitrator has the authority to grant any interim relief they deem necessary, including preliminary orders that may be issued before any hearing, telephone or video conference, or written submissions by the Parties. The Emergency Arbitrator must provide a written summary of the reasons for their decision and may modify or vacate the preliminary order, interim order, or Award for good cause.

9. The Emergency Arbitrator will issue their interim order or Award within 14 days of the date of their appointment unless that deadline is extended by CI-MAC in exceptional circumstances. CI-MAC must approve the form of any interim order or Award before it is made.

10. Once the Tribunal is constituted, the Emergency Arbitrator will no longer have the authority to act. The Tribunal has the power to reconsider, modify, or vacate any interim order or Award issued by the Emergency Arbitrator, including their ruling on their own jurisdiction. The Tribunal shall not be bound by any reasons given by the Emergency Arbitrator. An interim order or Award by an Emergency Arbitrator will cease to be binding if the Tribunal is not constituted within 90 days of such an order or Award, or once the claim has been withdrawn, or a Tribunal makes a final Award, unless the Tribunal determines that the interim order or Award shall continue to be binding.

11. The Emergency Arbitrator may require the Party seeking interim relief to provide appropriate security as a condition of any interim order or Award.

12. The Parties agree that any order or Award issued by an Emergency Arbitrator in accordance with Schedule 1 shall be binding from the date it is issued and agree to carry out the interim order or Award without delay. The Parties also irrevocably waive any rights to appeal, review, or recourse to any State court or judicial authority with respect to such Award, to the extent that such a waiver is legally valid.

13. The Emergency Arbitrator may allocate the costs associated with any application under Schedule 1, subject to the Tribunal's ultimate authority to determine the final apportionment of such costs.

14. These Rules shall be applicable as appropriate to any proceeding under Schedule 1, with due regard for the urgency of the matter. The Emergency Arbitrator shall determine the manner in which these Rules apply, and their decision on this matter is final and not subject to appeal, review, or recourse.