

**INTERNATIONAL ARBITRATION RULES**

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## INTERNATIONAL ARBITRATION RULES

### ARTICLE 1: SCOPE OF THE RULES

1. Where parties have agreed to arbitrate disputes under these International Arbitration Rules (“**Rules**”), or have provided for arbitration of an international dispute by the Triple A International Arbitration Service LTD (TAIAS) without designating particular rules, the arbitration shall take place in accordance with these Rules as in effect at the date of commencement of the arbitration, subject to modifications that the parties may adopt in writing. The TAIAS is administering the dispute resolution under International Arbitration Rules of the Triple A – International Arbitration Service LTD (these “**Rules**” or the “**Rules**”).
2. These Rules govern the arbitration, except that, where any such rule is in conflict with any provision of the law applicable to the arbitration from which the parties cannot derogate, that provision shall prevail. These Rules govern the arbitration, except that, where any such rule is in conflict with any provision of the arbitration provision or arbitration agreement executed by the Parties and on which parties relying in the request for arbitration, however in such case, upon request from the arbitral tribunal or on its own motion, the Arbitrator may rule (after consultations with the parties and the arbitral tribunal) that these Rules will govern. Such ruling of the Administrator is final, it is not appealable and shall not be disturbed by any trier of fact or law.
3. When parties agree to arbitrate under these Rules, or when they provide for arbitration of an international dispute by the TAIAS without designating particular rules, they thereby authorize the TAIAS to administer the arbitration. These Rules specify the duties and responsibilities of the TAIAS in administering the arbitration. The Administrator may provide services through any of the TAIAS’s case management offices or arbitral institutions with which the TAIAS has agreements of cooperation. Arbitrations administered under these Rules shall be administered only by the TAIAS or by an individual or organization authorized by the TAIAS to do so.
4. Unless the parties agree or the Administrator determines otherwise, the International Expedited Procedures shall apply in any case in which no disclosed claim or counterclaim exceeds USD \$250,000 exclusive of interest and the costs of arbitration. The parties may also agree to use the International Expedited Procedures in other cases. Upon application of one party, the Administrator may rule that the International Expedited Procedures shall apply. Such ruling of the Administrator is final, it is not appealable and shall not be disturbed by any trier of fact or law. The International Expedited Procedures shall be applied as described in Articles E-1 through E-10 of these Rules, in addition to any other

portion of these Rules that is not in conflict with the Expedited Procedures. Where no party's claim or counterclaim exceeds USD \$100,000 exclusive of interest, attorneys' fees, and other arbitration costs, the dispute shall be resolved by written submissions only unless the arbitrator determines that an oral hearing is necessary. However, the TAIAS administrator in his own discretion may determine for any case with any size of claims that the International Expedited Procedures shall apply. Such ruling of the Administrator is final, it is not appealable and shall not be disturbed by any trier of fact or law. Upon application of one party, after consultation with all parties, the Administrator may rule in any case that the dispute shall be resolved by written submissions only. Such ruling of the Administrator is final, it is not appealable and shall not be disturbed by any trier of fact or law.

## **COMMENCING THE ARBITRATION**

### **ARTICLE 2: NOTICE OF ARBITRATION**

1. The party initiating arbitration ("**Claimant**") shall, in compliance with Article 10, give written Notice of Arbitration to the Administrator and at the same time to the party against whom a claim is being made ("**Respondent**"). The Claimant may also initiate the arbitration through the Administrator's online filing system located at [www.TAIAS.org](http://www.TAIAS.org).
2. The arbitration shall be deemed to commence on the date on which the Administrator receives the Notice of Arbitration.
3. The Notice of Arbitration shall contain the following information:
  - a) demand that the dispute be referred to arbitration;
  - b) the names, addresses, telephone numbers, fax numbers, and email addresses of the parties and, if known, of their representatives;
  - c) a copy of the entire arbitration clause or agreement being invoked, and, where claims are made under more than one arbitration agreement, a copy of the arbitration agreement under which each claim is made;
  - d) a reference to any contract out of or in relation to which the dispute arises;
  - e) a description of the claim and of the facts supporting it;
  - f) the relief or remedy sought and any amount claimed;
  - g) the copies of the documents and statement supporting the requested relief or remedy sought and
  - h) optionally, proposals, consistent with any prior agreement between or among the parties, as to the means of designating the arbitrators, the number of

arbitrators, the place of arbitration, the language(s) of the arbitration, the request that the dispute shall be resolved under the International Expedited Procedures, the request that the dispute shall be resolved by written submissions only and any interest in mediating the dispute.

4. The Notice of Arbitration shall be accompanied by the appropriate filing fee.
5. Upon receipt of the Notice of Arbitration, the Administrator shall communicate with all parties with respect to the arbitration and shall acknowledge the commencement of the arbitration. Such acknowledgement (the “**Acknowledgement**”), among other thing, will have: (i) the case index, (ii) the Administrator index, (ii) the index for each party, (iii) the index for the Notice of Arbitration, (iv) the indexes for the potential answers and counterclaims. The Claimant shall serve not later than in 10 days to all parties: the Notice of Arbitration with the attached index and the Acknowledgement.

### **ARTICLE 3: ANSWER AND COUNTERCLAIM**

1. Within 30 days after the service of Notice of Arbitration, each Respondent shall submit to Claimant, to any other parties, and to the Administrator a written Answer to the Notice of Arbitration with attached index.
2. At the time Respondent submits its Answer, Respondent may make any counterclaims covered by the agreement to arbitrate or assert any setoffs and Claimant shall within 30 days submit to Respondent, to any other parties, and to the Administrator a written Answer to the counterclaim or setoffs.
3. A counterclaim or setoff shall contain the same information required of a Notice of Arbitration under Article 2(3) and shall be accompanied by the appropriate filing fee.
4. Respondent shall within 30 days after the service submit to Claimant, to any other parties, and to the Administrator a response to any proposals by Claimant not previously agreed upon, or submit its own proposals, consistent with any prior agreement between or among the parties, as to the means of designating the arbitrators, the number of arbitrators, the place of the arbitration, the language(s) of the arbitration, and any interest in mediating the dispute.
5. The arbitral tribunal, or the Administrator if the tribunal has not yet been constituted, may extend any of the time limits established in this Article if it considers such an extension justified.
6. Failure of Respondent to submit an Answer shall not preclude the arbitration from proceeding.
7. In arbitrations with multiple parties, Respondent may make claims or assert setoffs against another Respondent and Claimant may make claims or assert setoffs against another Claimant in accordance with the provisions of this Article 3.

**ARTICLE 4: ADMINISTRATIVE CONFERENCE**

The Administrator may conduct an administrative conference before the arbitral tribunal is constituted to facilitate party discussion and agreement on issues such as arbitrator selection, mediating the dispute, process efficiencies, and any other administrative matters.

**ARTICLE 5: MEDIATION**

Following the time for submission of an Answer, the Administrator may invite the parties to mediate in accordance with the TAIAS's International Mediation Rules. At any stage of the proceedings, the parties may agree to mediate in accordance with the TAIAS's International Mediation Rules. Unless the parties agree otherwise, the mediation shall proceed concurrently with arbitration and the mediator shall not be an arbitrator appointed to the case.

**ARTICLE 6: EMERGENCY MEASURES OF PROTECTION**

1. A party may apply for emergency relief before the constitution of the arbitral tribunal by submitting a written notice to the Administrator and to all other parties setting forth the nature of the relief sought, the reasons why such relief is required on an emergency basis, and the reasons why the party is entitled to such relief. The notice shall be submitted concurrent with or following the submission of a Notice of Arbitration. Such notice may be given by email, or as otherwise permitted by Article 10, and must include a statement certifying that all parties have been notified or an explanation of the steps taken in good faith to notify all parties.
2. Within one business day of receipt of the notice as provided in Article 6(1), the Administrator shall appoint a single emergency arbitrator. Prior to accepting appointment, a prospective emergency arbitrator shall, in accordance with Article 13, disclose to the Administrator any circumstances that may give rise to justifiable doubts as to the arbitrator's impartiality or independence. Any challenge to the appointment of the emergency arbitrator must be made within one business day of the communication by the Administrator to the parties of the appointment of the emergency arbitrator and the circumstances disclosed.
3. The emergency arbitrator shall as soon as possible, and in any event within two business days of appointment, establish a schedule for consideration of the application for emergency relief. Such schedule shall provide a reasonable opportunity to all parties to be heard and may provide for proceedings by telephone, video, written submissions, or other suitable means, as alternatives to an in-person hearing. The emergency arbitrator shall have the authority vested in the arbitral

tribunal under Article 19, including the authority to rule on her/his own jurisdiction, and shall resolve any disputes over the applicability of this Article.

4. The emergency arbitrator shall have the power to order or award any interim or conservancy measures that the emergency arbitrator deems necessary, including injunctive relief and measures for the protection or conservation of property. Any such measures may take the form of an interim award or of an order (including order of specific performance). The emergency arbitrator shall give reasons in either case. The emergency arbitrator may modify or vacate the interim award or order. Any interim award or order shall have the same effect as an interim measure made pursuant to Article 24 and shall be binding on the parties when rendered. The parties shall undertake to comply with such an interim award or order without delay.
5. The emergency arbitrator shall have no further power to act after the arbitral tribunal is constituted. Once the tribunal has been constituted, the tribunal may reconsider, modify, or vacate the interim award or order of emergency relief issued by the emergency arbitrator. The emergency arbitrator may not serve as a member of the tribunal unless the parties agree otherwise.
6. Any interim award or order of emergency relief may be conditioned on provision of appropriate security by the party seeking such relief.
7. A request for interim measures addressed by a party to a judicial authority shall not be deemed incompatible with this Article 6 or with the agreement to arbitrate or a waiver of the right to arbitrate.
8. The costs associated with applications for emergency relief shall be addressed by the emergency arbitrator, subject to the power of the arbitral tribunal to determine finally the allocation of such costs.

**ARTICLE 7: JOINDER**

1. A party wishing to join an additional party to the arbitration shall submit to the Administrator a Notice of Arbitration against the additional party. No additional party may be joined after the appointment of any arbitrator, unless all parties, including the additional party, otherwise agree. The party wishing to join the additional party shall, at that same time, submit the Notice of Arbitration to the additional party and all other parties. The date on which such Notice of Arbitration is received by the Administrator shall be deemed to be the date of the commencement of arbitration against the additional party. Any joinder shall be subject to the provisions of Articles 12 and 19.
2. The request for joinder shall contain the same information required of a Notice of Arbitration under Article 2(3) and shall be accompanied by the appropriate filing fee.

3. The additional party shall submit an Answer in accordance with the provisions of Article 3. 4. The additional party may make claims, counterclaims, or assert setoffs against any other party in accordance with the provisions of Article 3.

**ARTICLE 8: CONSOLIDATION**

1. At the request of a party, the Administrator may appoint a consolidation arbitrator, who will have the power to consolidate two or more arbitrations pending under these Rules, or these and other arbitration rules administered by the AAA or TAIAS, into a single arbitration where:
  - a) the parties have expressly agreed to consolidation; or
  - b) all of the claims and counterclaims in the arbitrations are made under the same arbitration agreement; or
  - c) the claims, counterclaims, or setoffs in the arbitrations are made under more than one arbitration agreement; the arbitrations involve the same parties; the disputes in the arbitrations arise in connection with the same legal relationship; and the consolidation arbitrator finds the arbitration agreements to be compatible.
2. A consolidation arbitrator shall be appointed as follows:
  - a) The Administrator shall notify the parties in writing of its intention to appoint a consolidation arbitrator.
  - b) within 15 days of such notice of appointment of a consolidation arbitrator, the Administrator shall appoint the consolidation arbitrator.
  - c) The provisions of Articles 13-15 of these Rules shall apply to the appointment of the consolidation arbitrator.
3. In deciding whether to consolidate, the consolidation arbitrator shall consult the parties and may consult the arbitral tribunal(s) and may take into account all relevant circumstances, including:
  - a) applicable law;
  - b) whether one or more arbitrators have been appointed in more than one of the arbitrations and, if so, whether the same or different persons have been appointed;
  - c) the progress already made in the arbitrations;
  - d) whether the arbitrations raise common issues of law and/or facts; and Rules Amended an

- e) whether the consolidation of the arbitrations would serve the interests of justice and efficiency.
4. The Administrator or consolidation arbitrator may order that any or all arbitrations subject to potential consolidation be stayed pending a ruling on a request for consolidation.
5. When arbitrations are consolidated, they shall be consolidated into the arbitration that commenced first, unless otherwise agreed by all parties or the consolidation arbitrator finds otherwise.
6. The Arbitrator, with the advice of the consolidation arbitrator, may revoke the appointment of any arbitrators and may select one of the previously appointed tribunals to serve in the consolidated proceeding. The Administrator shall, as necessary, complete the appointment of the tribunal in the consolidated proceeding.
7. The decision as to consolidation, which need not include a statement of reasons, shall be rendered within 15 days of the date for final submissions on consolidation.

**ARTICLE 9: AMMENDMENT OF SUPPLEMENT OF CLAIM, COUNTERCLAIM, OR DEFENCE**

Any party may amend or supplement its claim, counterclaim, setoff, or defense unless the arbitral tribunal considers it inappropriate to allow such amendment or supplement because of the party's delay in making it, prejudice to the other parties, or any other circumstances. A party may not amend or supplement a claim or counterclaim if the amendment or supplement would fall outside the scope of the agreement to arbitrate. The tribunal may permit an amendment or supplement subject to an award of costs and/or the payment of filing fees as determined by the Administrator.

**ARTICLE 10: PLACE OF ARBITRATION**

1. Should one or more parties have difficulty in coming to the chosen place of arbitration due to pandemic, governmental restrictions, difficulties in obtaining visa for entering the country of arbitration, costs, etc., the parties and TAIAS administrator shall consider agreeing on an alternative place of arbitration. If no such agreement is achieved then, upon application of one of the parties, the TAIAS administrator shall conclude as follows: (i) the case will be resolved under the Expedited Procedures regardless of the amount in the dispute, or (ii) the case will be resolved using videoconference facility or audioconference facility, or (iii) the TAIAS administrator may decide that the case is to be resolved based on the written submissions of the respective parties, etc.
2. Should the TAIAS administrator make a determination that the arbitrator cannot arrive at the chosen place of arbitration due to pandemic, governmental



restrictions, difficulties in obtaining visa for entering the country of the supposed arbitration, costs, etc., then, after consultation with the respected parties, the TAIAS administrator shall conclude as follows: (i) the case will be resolved under the Expedited Procedures regardless of the amount in the dispute, or (ii) the case will be resolved using videoconference facility or audioconference facility, or (iii) the TAIAS administrator may decide that the case is to be resolved based on the written submissions of the respective parties, etc.

3. Such determinations by the TAIAS administrator shall be final and no appeal shall be possible.

#### **ARTICLE 11: NOTICES**

1. Unless otherwise agreed by the parties or ordered by the arbitral tribunal, all notices and written communications may be transmitted by any means of communication that allows for a record of its transmission including mail, courier, fax, or other written forms of electronic communication addressed to the party or its representative at its last- known address, or by personal service.
2. For the purpose of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice is made. If the last day of such period is an official holiday at the place received, the period is extended until the first business day that follows. Official holidays occurring during the running of the period of time are included in calculating the period.
3. All notices shall state:
  - a) Assigner case number.
  - b) Name of the case.
  - c) Administrator index.
  - d) Name of the notifying party.
  - e) The notifying Party assigned index.
  - f) The name(s) and index(es) of the case arbitrator(s).
  - g) The names and assigned indexes of the notified parties.
  - h) Date of the notice.
4. After receipt of the notice by the Administrator, the index number will be assigned to such notice for the future references.
5. The Administrator shall return the Notice with the assigned index to the notifying party

6. Then the Notice (with the attached index) shall be transmitted by the notifying party to:
  - a) To the parties,
  - b) To the arbitrator(s) if it is required