STATUTES OF THE COURT OF ARBITRATION AND ARBITRATION RULES OF THE DISTINGUISHED LAW SOCIETY OF MADRID, APPROVED ON 20 JULY 2010, AS AMENDED BY RESOLUTIONS OF THE COUNCIL OF GOVERNMENT OF 7 FEBRUARY 2012 AND 6 JUNE 2018 AND 11 DECEMBER 2019.

OPERATING STATUTES

Article 1. As provided under the *Ley de Arbitraje* [*Arbitration Act*] and by virtue of the powers conferred under *Ley 2/1.974, de 13 de febrero, de Colegios Profesionales* [*Act 2/1974, of 13 February, on Professional Societies*] (Article 5. m) and n)), and by the *Estatuto General de la Abogacía* [*General Statute of Lawyers'*], approved by Royal Decree 658/2001, of 22 June (Art. 4, l) and m)), and by its own Statutes (Art. 3, ñ) and o)), approved by the Extraordinary General Meeting of 19 July 2006, the Court of Arbitration was created within the Society of Lawyers of Madrid depending on its Governing Body, with the duties set out under these Statutes.

Article 2. The Court of Arbitration shall have the following duties:

a) The administration of arbitration proceedings freely and voluntarily submitted by two or more parties, including natural persons and legal entities, providing assistance to the parties and to the arbitrators to ensure the success of the arbitration.

b) The confirmation or appointment of the arbitrator(s) taking part in the arbitration.

c) The collaboration with the court bodies with the functions set out for these purposes under the Arbitration Act.

d) The study and drafting of any reports and expert judgments requested on private arbitration and motioning public authorities on the proposals it considers convenient on the matter.

e) The relationship with other bodies specialising in the area and entering into cooperation agreements in the framework of their respective responsibilities.
f) In general, any other activity directly or indirectly relating to private arbitration.

Article 3. The Court shall comprise the members designated by the Council of Government of the Distinguished Society of Lawyers of Madrid, due to their prestige and knowledge of private arbitration.

The appointment of the President, a Vice-President and a General Secretary is also the responsibility of the Council of Government.

The General Secretary shall ensure the proper administrative performance of the Court.

Article 4. The resolutions of the Court shall be adopted by a majority, and the President or the person exercising his / her duties shall hold the casting vote.

The resolutions of the Court shall be valid irrespective of how many persons attend, whenever the meeting had been called with due notice.

The discussions and resolutions adopted shall be secret, unless there is a special exemption in writing by the President.

Article 5. Should any members of the Court have a direct interest in the litigation being arbitrated, such person shall be in incompatible to take part in any decisions relative to this controversy.

Article 6. The Court of Arbitration shall meet at least four times a year, and whenever it is called by its President, with a notice of at least five days.

Article 7.

1. In administering arbitration, the Court shall follow its own Rules, approved by the Council of Government, subject in any case to the principles of the Arbitration Act.
2. Moreover, it shall confirm or appoint an arbitrator or arbitrators to decide on every controversy. The persons appointed shall be practising Lawyers, members of the Distinguished Society of Lawyers of Madrid, who have been practising for at least ten uninterrupted years, with no sanctions on their professional record.
3. The Court of Arbitration may provide an exemption from the requirements set out in above for jurists of renowned prestige in any field of Law, irrespective of their nationality.
4. The Court of Arbitration shall ensure the compliance with the conditions of capacity of arbitrators and the transparency of their appointment, and their independence. Therefore, a list by specialties of the members who can act as arbitrators shall be drawn up. The members wishing to be on this list shall apply in writing to the Court, proving that they meet the requirements of the statutes and justifying their arbitration experience or training, and their specialisation in any of the legal areas that can be arbitrated, due to their specific professional expertise or because they hold qualifications or specialisation diplomas issued by universities or accredited centres, or have attended specialised meetings, edited publications or carried out other relevant activities.
5. Whenever the Court appoints arbitrators, these shall be selected from the list detailed above, preferably adhering to specialisation criteria commensurate with the nature of the question brought. No same arbitrator can be appointed more than twice in a year.

6. Once a list has been drawn up following the rules approved for these purposes, the Court of Arbitration shall reach a quarterly decision, upon the motion of the Assessment Committee(*) designated for this task by the Council of Government of ICAM, to add any lawyers applying for their addition to the list after the list has been drawn up.

(*) If not, by an *ad hoc* commission stablished by the Court

ARBITRATION RULES OF THE DISTINGUISHED SOCIETY OF LAWYERS OF MADRID

I. MISCELLANEOUS PROVISIONS

Article 1. Scope

These Rules are applicable to arbitration proceedings administered by the Court of Arbitration of the Distinguished Society of Lawyers of Madrid.

Article 2. Interpretation Rules

1. In these Rules:

a) References to the Court shall be understood as references to the Court of Arbitration of the Distinguished Society of Lawyers of Madrid;

b) References to "arbitrators" are references to the arbitral tribunal, with one or more arbitrators;

c) References to the singular include the plural if there are multiple parties;

d) References to "arbitration" equate to "arbitration proceedings";

e) References to "communication" include any notice, questioning, document, letter, note or information sent to any party or arbitrator or to the Court;

f) References to "contact details" include the address, usual residence, postal address, telephone, fax and email address.

2. It shall be understood that the parties entrust the administration of the arbitration to the Court when the arbitration agreement submits the resolution of its differences to "the Court", the "Rules of the Court", or to the "arbitration rules of the Court" or where any similar wording is used.

(*) If not, by an *ad hoc* commission stablished by the Court

3. By submitting to the Arbitration Rules, the parties submit to the Rules in force when the arbitration starts, unless the parties expressly agreed to submit to the Rules in force on the arbitration agreement date.

4. References to the "*Ley de Arbitraje*" [*Arbitration Act*] shall be construed as applicable laws on arbitration in force, when the request for arbitration is submitted.

5. If the arbitral tribunal has not been formed yet, the Court shall be responsible for an *ex officio* resolution, or a resolution at the request of any of the parties or the arbitrators, which shall be final, to clarify any doubts as to the interpretation of these Rules.

Article 3. Communications

1. Unless otherwise agreed, any communications sent by a party and the documents attached thereto, shall be supplied in a number of hardcopies sufficient to provide one copy for each party, plus an additional copy for each arbitrator and for the Court, and a copy in digital format. At the request of the parties and given the circumstances of the case, the Court may release such parties from submitting a digital copy.

2. In their first written submission, the parties shall designate an address for notices. All notices to be sent to a party during the arbitration shall be sent to this address.

3. If a party does not provide an address for notices, and no address is given in the arbitration contract or agreement, any notices to such party shall be addressed to its registered office, establishment or usual residence.

4. Where, following reasonable research, it was still not possible to find out the details of any of the locations set out under the foregoing paragraph, the notices to this party shall be sent to its latest office, usual residence, establishment or known address of the recipient.

(*) If not, by an *ad hoc* commission stablished by the Court

5. The requester of the arbitration is responsible for informing the Court on the details set out under sections 2 and 3 about the respondent, until such person attends in person or designates an address for notices.

6. Communications can be submitted by delivery against receipt, registered post, courier, fax, electronically or by any other means providing proof of issue and receipt. Electronic communications shall be preferred.

7. A communication shall be deemed to have been received on the date when it has been:

a) delivered personally to the recipient;

b) handed over at its address, usual residence, establishment or known address;

c) where delivery has been attempted as explained in section 4 of this article.

8. The parties may agree that communications are to be sent solely via electronic methods using the communication platform made available for these purposes by the Court.

Article 4. Time Limits

1. Save as otherwise provided, for time limits provided in days and running from a given day, this day is excluded, and the calculation starts on the following day.

2. Any notices shall be deemed to have been received on the date of the delivery or delivery attempt as provided under the article above.

3. Time limit calculations do not exclude non-business days. However, if the final day of the time limit is a non-business day in the location of the Court or where the arbitration is based, it shall be understood that such time limit has been extended to the first following business day.

(*) If not, by an *ad hoc* commission stablished by the Court

4. The time limits provided in these Rules can be subject to changes (including their extension, reduction or suspension), depending on the circumstances of the case. The Court shall be responsible for this until the arbitral tribunal is formed and, thereafter, the arbitrators shall be responsible, unless otherwise expressly agreed by the parties.

5. The Court shall ensure that time limits are effectively followed at all times, and it shall endeavour to avoid delays. This shall be considered by the arbitrators in deciding on arbitration costs, and by the Court when it fixes the final fees of the arbitrators.

II. ORDINARY PROCEEDINGS:

Article 5. Request for Arbitration

1. The arbitration shall start with the request for arbitration to the Court, which shall record this date in the register created to this end.

2. The request for arbitration shall provide at least the following:

a) The full name, address and other relevant details to identify and contact the claimant(s) and respondent(s). In particular, the addresses to which notices to all such parties must be sent must be given, as set forth under Article 3.

b) The full name, address and other relevant details to identify and contact the persons representing the claimant in the arbitration.

c) A brief description of the controversy concerned.

d) The requests being made and, where possible, their value.

e) The act, contract or legal agreement giving rise to the controversy or to which it is related.

(*) If not, by an *ad hoc* commission stablished by the Court

f) The arbitration agreement under which the claim is made.

g) A proposal as to the number of arbitrators, the language and the place of the arbitration, should there be no prior agreement on the above or should the request seek to amend this.

h) Where the arbitration agreement provides for the appointment of three arbitrators, the party shall designate the arbitrator it is entitled to appoint, providing his / her full name and contact details, attaching the statement of independence and impartiality set out under Article 10.

3. The request for arbitration may also contain details of the rules applicable to the facts of the controversy.

4. At least the following documents must be attached to the request for arbitration:

a) A copy of the arbitration agreement or the communications providing evidence of the above.

b) Where applicable, a copy of the contracts giving rise to the controversy.

c) The letter appointing the persons to represent the party in the arbitration, signed by such party.

d) Proof of payment of the fees for the acceptance and administration of the case by the Court and a deposit of the funds of the applicable fees of the arbitrator, as the case may be.

5. If the request for arbitration is incomplete or if there are not enough copies or annexes or if the fees for the acceptance and administration of the case by the Court are not paid, or the funds for the fees of the arbitrators have not been deposited, as established by the Court, such Court can provide a time limit for the claimant to remedy the defect or pay the fees or the deposit. After the defect has been remedied or the fees or deposit have been paid within the term granted, it shall be deemed that the request for arbitration has been submitted validly on its initial submission date.

(*) If not, by an *ad hoc* commission stablished by the Court

6. After the request for arbitration has been received, including all its documents and copies; and following the remedy of any defect and the payment of fees or the deposit of funds required, the Court shall send the respondent a copy of the request with no further delay.

Article 6. Answer to the Request for Arbitration

1. The respondent shall answer the request for arbitration within a time limit of fifteen days following its receipt.

2. The answer to the request for arbitration shall contain at least the following details:

a) The full name of the respondent, its address and other relevant details to identify and contact the respondent. In particular, a person and address for notices sent in the arbitration shall be designated.

b) The full name, address and other relevant details to identify and contact the persons representing the respondent in the arbitration.

c) Some brief allegations as to the description of the controversy submitted by the claimant.

d) Its position on the requests of the claimant.

e) Should it challenge the arbitration, its position as to the existence, validity or applicability of the arbitration agreement.

f) Its position on the number of arbitrators suggested by the claimant, the language and place of arbitration, if there is no prior agreement or if a proposal to amend it has been submitted.

g) If the arbitration agreement contemplates the appointment of a tribunal of three members, the party shall designate the arbitrator it is entitled to appoint, providing his/her full name and contact details, attaching the statements of

(*) If not, by an *ad hoc* commission stablished by the Court

independence and impartiality set out under Article 10.

h) Its opinion on the rules applicable to the facts of the controversy, should this have been submitted by the claimant.

3. At least the following documents shall be attached to the answer to the request for arbitration: a) The letter of appointment of the persons representing the party to the arbitration signed by such party. b) Proof of payment of the fees for the acceptance and administration of the case by the Court and, where applicable, of the deposit of the funds of the applicable fees of the arbitrators.

4. Once the answer to the request for arbitration has been received together with all its documents and copies and following the payment of the corresponding fees and deposits of funds, in the amount established by the Court, a copy shall be submitted to the claimant. The remedy of any defects in the answer shall be governed by the provisions of Article 5.5 of these Rules.

5. Failing to submit the answer to the request for arbitration within the time limit granted shall not discontinue the procedure or the appointment of the arbitrators.

Article 7. Counterclaim

1. If the respondent wishes to submit a counterclaim, this must be announced in the same document answering the request for arbitration.

2. The announcement of the counterclaim shall contain at least the following details:

a) A brief description of the controversy.

b) The claims made and, where possible, their value.

3. Attached to the advertisement of the counterclaim there shall be at least proof of the payment of Court costs and the deposit of funds of the fees of the

(*) If not, by an *ad hoc* commission stablished by the Court

arbitrators, in the amount established by the Court.

4. The acceptance of the counterclaim, notwithstanding any other applicable requirements, requires that legal relationship that it relates to is within the scope of the arbitration agreement.

5. If a counterclaim has been announced, the claimant shall submit a preliminary response within a term of ten days after its receipt.

6. The preliminary response to the advertisement of the counterclaim shall contain at least the following details:

a) Some brief allegations on the description of the counterclaim submitted by the counterclaiming respondent.

b) Its position on the claims of the counterclaiming respondent.

c) Its position on the applicability of the arbitration agreement to the counterclaim, if it is challenging the inclusion of the counterclaim in the arbitration.

d) Its position on the rules applicable to the facts of the counterclaim, should the matter have been raised by the counterclaiming respondent.

Article 8. Prima facie review of the existence of an arbitration agreement

If the respondent failed to provide an answer to the request for arbitration, or if it did not submit to the arbitration or submitted one or more challenges against the existence, validity or scope of the arbitration agreement, the following alternatives shall apply:

a) If the Court's prima facie belief is that an arbitration agreement exists as provided under the Rules, it shall continue to process the arbitration (with any reservations as to the deposit of funds provided under these Rules), notwithstanding the acceptability or the grounds of the challenges that may be brought. In this case, the arbitrators shall be responsible for any decisions

(*) If not, by an *ad hoc* commission stablished by the Court

concerning their own jurisdiction.

b) If the Court does not find, prima facie, that there is an arbitration agreement compliant with the Rules exists, it shall notify the parties that the arbitration cannot continue.

Article 9. Deposit of Funds for Costs

1. The Court shall establish the sum of the deposit of funds for the arbitration costs, including the applicable taxes.

2. During the arbitration, the Court, ex officio or at the request of the arbitrators, may request additional deposits of funds from the parties.

3. Where, due to the submission of a counterclaim or for any other reason, the payment of deposits of funds needed to be requested from the parties more than once, the Court shall be exclusively responsible for establishing the allocation of the payments made to the deposits of funds.

4. Unless otherwise agreed by the parties, the payment of these provisions shall be equally divided between the claimant and the respondent. Should either party fail to pay its part, any other parties may cover this payment to continue with the proceedings, and notwithstanding the final distribution applicable.

5. Where, at any time of the arbitration, the deposits required are not paid in full, the Court shall inform the parties so that either of them can make the payment required within a ten-day time limit. If the payment is not inside this time limit, the Court shall refuse to administer the arbitration. In this case, after deducting the applicable amount for administration costs, it shall return each party the remainder of the amount deposited by it.

6. Once the award is rendered, the Court shall send the parties a settlement of the deposits of funds received. Any unused balance shall be returned to the parties, in the amount corresponding to each of them.

(*) If not, by an *ad hoc* commission stablished by the Court

Article 10. Independence and Impartiality

1. Arbitrators must be independent and impartial and remain so during the arbitration. They cannot have a personal, professional or commercial relationship with the parties.

2. After arbitrators accept, they must sign a statement of independence and impartiality and inform the Court in writing on any events that could be considered relevant for their appointment. In particular, they shall disclose any events that may give rise to questions about their independence or impartiality, and the parties shall be informed of this.

3. The arbitrator shall immediately send a letter addressed to the Court and the parties, if any similar circumstances arise in the course of the arbitration.

4. The decisions on the appointment, confirmation, challenge or substitution of an arbitrator shall be final.

5. By accepting their appointments, the arbitrators shall be bound to carry on their duties until the end of their term of office with diligence and following the provisions of these Rules.

Article 11. Number of Arbitrators and Appointment Procedure

1. Where the parties cannot reach an agreement as to the number of arbitrators, the Court shall decide if a sole arbitrator or a three-member arbitral tribunal is to be appointed, considering all the circumstances involved.

2. As a general rule, the Court shall appoint a sole arbitrator, unless the complexity of the case or the value of the controversy justified the appointment of three arbitrators.

3. When the parties reach an agreement or, failing the above, where the Court decided that a sole arbitrator should be appointed, the parties shall be granted a joint time limit of ten days to appoint them. If this time limit ends, and no

(*) If not, by an *ad hoc* commission stablished by the Court

mutually agreed appointment has been informed, the sole arbitrator shall be appointed by the Court within the following fifteen days.

4. If the parties agree to appoint three arbitrators before the arbitration starts, each party must appoint an arbitrator in their respective requests for arbitration and answer to the request for arbitration documents. If any party failed to appoint the arbitrator it is entitled to in the aforesaid documents, the Court shall designate the arbitrator for them. The third arbitrator, acting as the president of the arbitral tribunal, shall be appointed by the other two arbitrators, who shall be granted a ten-day time limit to reach a mutual agreement on the appointment. Following this time limit, and where no mutually agreed appointment has been informed, the third arbitrator shall be appointed by the Court within the fifteen days thereafter.

5. Where, in the absence of an agreement of the parties, the Court decided that it was appropriate to appoint a tribunal comprising three members, the parties shall be given a time limit of ten days for each of them to appoint the arbitrator they are entitled to. After this time limit elapses without a party having stated which arbitrator it is appointing, the arbitrator of this party shall be appointed by the Court. The third arbitrator shall be appointed as provided under the paragraph above.

6. Where applicable the arbitrators have a time limit of fifteen days after the receipt of the notice of the Court on their appointment to state that they accept.

Article 12. Confirmation or Appointment by the Court

1. When an arbitrator is appointed or confirmed, the Court must consider the nature and circumstances of the controversy, the nationality, location and language of the parties, and the availability and the skills of such person to arbitrate according to the Rules. Before appointing or confirming an arbitrator, the Court may interview the candidate to assess his / her availability and skills.

(*) If not, by an *ad hoc* commission stablished by the Court

2. The Court shall inform the parties about any events it is aware of in respect of an arbitrator designated by the parties that could impact his / her appropriateness or prevent or seriously hinder his / her compliance with his / her duties provided under the Rules or within the time limits provided.

3. The Court shall confirm the arbitrators designated by the parties or by other arbitrators, unless the person appointed failed to fulfil the requirements to be an arbitrator provided under Art. 7 of the Statutes of the Court or where, at their exclusive discretion, because of the relationship of the designated person with the controversy, with the parties or with their lawyers, there could be questions as to their appropriateness, availability, independence or impartiality.

4. If an arbitrator appointed by the parties or by the arbitrators is not confirmed by the Court, the party or the arbitrators appointing such person shall be provided a new ten-day time limit to appoint another arbitrator. Should the new arbitrator also fail to be confirmed, then the Court shall appoint one.

5. As for international arbitration, unless the parties are nationals of the same country or save as otherwise provided, the sole arbitrator or the president shall be a national of a country other than that of the parties, unless the circumstances advised the opposite and none of the parties objects within the time limit established for these purposes by the Court.

6. When the Court is responsible for designating a sole arbitrator or a president of the arbitral tribunal, the Court shall designate the arbitrator at its discretion.

Article 13. Multiple Parties

1. If there are several claimants or respondents and the appointment of three arbitrators is applicable, the claimants shall jointly appoint an arbitrator and the respondents shall jointly appoint another one.

2. In the absence of this joint proposal and failing an agreement on the method to form the arbitral tribunal, the Court shall appoint the three arbitrators and

(*) If not, by an *ad hoc* commission stablished by the Court

shall designate one of them to act as the president. The Court shall then appoint the arbitral tribunal according to its own criterion.

Article 14. Joinder

1. Should a party submit a request for arbitration concerning a legal relationship for which there is an existing arbitration governed by these Rules and pending between such parties, the Court may, at the request of any of the parties and after consultation with all of such parties and, in any case, with the arbitrators, join the request to the pending proceedings. To do this, the Court shall consider, among other details, the nature of the new claims, their connection to those brought in the proceedings already underway, and the state of the existing proceedings.

2. Where the Court decided to join the new request to a proceeding pending with an arbitral tribunal that had already been formed, it shall be presumed that the parties waive their entitlement to appoint an arbitrator in respect of the new request.

3. The Court's decision on the joinder shall be final.

4. At the request of any of the parties and having heard all of such parties, the arbitrators may accept the intervention of one or more third parties, agreeing to this in writing, as parties to the arbitration. Moreover, whenever the arbitration clause permits this, the arbitrators can agree to the intervention of third parties following a reasoned assessment of their relationship or connection to the proceedings.

Article 15. Challenge of Arbitrators

1. The challenge against an arbitrator, on the grounds of the lack of independence, impartiality or for any other reason must be submitted to the Court with a letter detailing and proving the facts on which the challenge is based.

(*) If not, by an *ad hoc* commission stablished by the Court

2. The challenge must be made within a time limit of ten days following the receipt of the notice of the acceptance by the arbitrator to which the statement of independence and impartiality provided under Art. 10.2 must be attached or as of the later date on which the party became aware of the facts on which the challenge is based.

3. The Court shall transmit the challenge document to the arbitrator being challenged and to the remaining parties. Where, within a time limit of ten days following the document transmitted, the counterparty or the arbitrator agreed to the challenge, the arbitrator being challenged shall cease to perform his / her duties and another arbitrator shall be appointed as provided under Article 16 of these Rules for the substitutions.

4. Where neither the arbitrator nor the counterparty agreed to the challenge, this must be stated in writing by addressing the Court within the same ten-day time limit and following the gathering, as the case may be, of the evidence offered and accepted, the Court shall reach a reasoned decision on the challenge.

5. The costs of the challenge procedure shall be charged to the party losing the challenge request if the arbitrators or the Court find it to be reckless or in bad faith.

Article 16. Replacement of Arbitrators and its Consequences

1. An arbitrator shall be replaced upon death, upon resignation, or when a challenge against such person or a request of the parties is accepted.

2. The arbitrators can also be replaced at the discretion of the Court or that of the remaining arbitrators, after hearing all parties and the arbitrators for a joint time limit of ten days, when the arbitrator fails to comply with his / her duties as provided under the Rules or within the terms established or where there are any circumstances seriously preventing the compliance with the above.

3. Irrespective of the reason to appoint a new arbitrator, this shall be done as

(*) If not, by an *ad hoc* commission stablished by the Court

provided under the rules regulating the procedure for the appointment of the replaced arbitrator. Where applicable, the Court shall provide a new time limit for the applicable party to appoint a new arbitrator. Where such party failed to appoint a replacement arbitrator within the time limit granted, such person shall be designated by the Court according to the provisions set out under Article 12.6 above.

4. Where an arbitrator is replaced, as a general rule, the arbitration shall restart at the time when the replaced arbitrator ceased to exercise his or her duties, unless the arbitral tribunal or the Court - in the case where there is a sole arbitrator - agreed otherwise.

5. Following the termination of the proceedings, instead of replacing an arbitrator, the Court may agree, following a hearing with the parties and the remaining arbitrators for a joint time limit of ten days that the remaining arbitrators are to continue with the arbitration without a replacement being appointed.

Article 17. Place of the Arbitration

1. It shall be understood that the place of the arbitration is that of the Court, unless the parties agree otherwise.

2. As a general rule, the hearings and meetings shall be carried out at the place of the arbitration, although the arbitrators can meet, for discussions or for any other reason, at another location they deem fit. They may further, with the consent of the parties, arrange hearings outside the place of the arbitration and this shall not involve, in itself, a change of the place of the arbitration.

3. The award shall be deemed as rendered in the place of the arbitration.

Article 18. Arbitration Language

1. The language of the arbitration shall be Spanish unless otherwise agreed by the parties.

(*) If not, by an *ad hoc* commission stablished by the Court

2. The arbitral tribunal can order that any documents submitted during the proceedings in their original language are accompanied by a translation into the language of the arbitration.

Article 19. Representation of the Parties

The parties can appear represented or advised by the persons of their choice. For these purposes, the party need solely inform in the corresponding document on the name of the representatives or advisors, their contact details and the capacity in which they are acting. If there are any doubts, the arbitral tribunal may request reliable proof of the representation authority granted.

Article 20. Procedural Rules

1. Once the arbitral tribunal is formally constituted and whenever the parties had paid the advance payments and deposits of funds required, the Court shall hand over the case file to the arbitrators.

2. Subject to the provisions set out under these Rules, the arbitrators may manage the arbitration as they deem fit, always observing the principle of equality of the parties and giving each party sufficient opportunities to enforce their rights.

3. The parties, via a mutual agreement provided in writing, may agree on the procedural amendments they deem fit, subject, in any event, to the principles of bilateral hearing, equality, contradiction and procedural economy. The arbitrators must respect these amendments and manage the procedure as agreed with the parties.

4. Notwithstanding the provisions laid down above, the arbitrators shall manage and organise the arbitration following the consultation, where applicable, with the parties, via case management orders.

5. A copy of all communications, letters and documents submitted by one party

(*) If not, by an *ad hoc* commission stablished by the Court

to the tribunal must be sent at the same time to the counterparty and to the Court. The same rule shall apply to the communications and decisions of the arbitral tribunal sent to one or more parties.

6. All parties taking part in the arbitral tribunal shall act in agreement with the principles of confidentiality and good faith.

Article 21. Rules of the Facts of the Case

1. The arbitrators shall resolve abiding by the legal rules chosen by the parties or, in the absence of the above, according to the legal rules they deem fit.

2. The arbitrators shall solely resolve equitably, i.e. *ex aequo et bono* or as *amiable compositeurs*, if they are expressly authorised to do so by the parties.

3. In any event, the arbitrators shall resolve in agreement with the stipulations of the contract and shall consider the business practices applicable to the case.

Article 22. Tacit Waiver of Challenges

If a party proceeds with the arbitration without raising its objection to an infringement of these Rules, when it becomes aware of it, it shall be deemed to have waived its right to challenge the infringement.

Article 23. Instruction of the Procedure. First Procedural Order

1. Once the Court receives the arbitration file and, in any event, within the thirty days following this receipt, the arbitrators shall issue, following a consultation with the parties, a procedural order establishing at least the following matters:

a) The full name of the arbitrators and the parties, and the addresses designated by them for communications in the arbitration.

(*) If not, by an *ad hoc* commission stablished by the Court

b) The communication methods to use.
c) The language and place of the arbitration.

d) The legal rules applicable to the facts of the controversy or, where applicable, if the controversy should be resolved equitably.

e) The procedural timetable.

2. The parties grant authority to the arbitrators to modify the procedural timetable, as often and with the scope that they deem necessary, even to prolong or suspend, if necessary, the time limits initially set within the limits established under Article 38.2 of these Rules.

Article 24. Claim

1. Once the timetable is established, if it did not provide otherwise, the arbitrators shall grant the claimant a thirty-day time limit to file the claim.

2. The claimant shall provide the following details in the claim:

a) The specific request being made.

b) The legal facts and grounds on which such requests are based.

c) A list of evidence put forward to support its case.

3. Likewise, all documents, witness statements and expert reports supporting the requests alleged shall be attached to the claim.

Article 25. Answer to the Claim

1. The other party shall be sent the claim document so that, within the time limit established in the timetable or, failing the above, within a thirty-day time limit,

(*) If not, by an *ad hoc* commission stablished by the Court

it can submit an answer to the claim, following the provisions provided under the foregoing article for the claim.

2. The failure to answer the claim shall not prevent the ordinary continuance of the arbitration from taking place.

Article 26. Counterclaim

1. In the same document of the answer to the claim or a separate document, if this is permitted, and whenever a timely announcement is provided, the respondent can make a counterclaim, which must follow the rules provided for the claim.

2. The counterclaim document shall be informed to the counterparty so that, within the time limit established in the timetable or, failing the above, within the time limit of twenty days, such party can submit its answer to the counterclaim, which must follow the same rules provided for the claim document.

Article 27. New Claims

New claims submitted must firstly be authorised by the arbitrators who, in deciding on this particular, shall consider the nature of the new claims, the state that the proceedings are at, and other relevant circumstances.

Article 28. Other Documents

The arbitrators shall decide whether the parties are to submit other documents, as well as the claim and answer to the claim, including rebuttals and surrebuttals, and they shall establish the time limits to submit the above.

Article 29. Evidence

(*) If not, by an *ad hoc* commission stablished by the Court

1. Once the claim or, as the case may be, the counterclaim has been answered, the parties shall enjoy a common time limit of ten days to offer any additional evidence they need to support the claims alleged. The arbitral tribunal may replace this written procedure with a hearing which shall only be held if all of the parties request it.

2. Each of the parties shall be responsible for the burden of proof of the facts it is taking as a basis for its requests or defences.

3. The arbitrators are entrusted with deciding, via a procedural order, on the acceptance, relevance and usefulness of the evidence offered or ordered ex-officio.

4. Evidence gathering shall be completed based on the principle that every party is entitled to have reasonable notice on the evidence the counterparty is using to base its allegations.

5. At any time during the proceedings, the arbitrators may ask the parties to provide documents or other proof, and such evidence must be supplied within the time limit provided for this.

6. If a source of evidence is in possession or in the control of one party and such party unreasonably refused to submit it or to give access to it, the arbitrators may reach the conclusions they deem fit on this conduct in connection with the facts to be proved.

7. The arbitrators shall assess evidence freely, following sound judgment rules.

Article 30. Hearings

1. The arbitrators can resolve the controversy solely on the basis of the documents and the remaining evidence furnished by the parties, unless any of such parties asked for a hearing.

2. To hold a hearing, the arbitral tribunal shall summon the parties with

(*) If not, by an *ad hoc* commission stablished by the Court

reasonable notice to appear on the day and date established.

3. The hearing can be held although one of the parties, called with due notice, failed to appear without providing a justified reason.

4. The arbitral tribunal is exclusively responsible for managing hearings.

5. With due notice and following consultation with the parties, the arbitrators, by issuing a case management order, shall set the rules for the hearing procedure, the method of questioning the witnesses or experts, and the order in which these parties are to be summoned.

6. The proceedings shall be in camera, unless the parties agree otherwise.

Article 31. Witnesses

1. In these Rules, witnesses are defined as any persons providing witness statements on their knowledge of any facts of the case, irrespective of whether the above are part of the arbitration.

2. The arbitrators may provide that the witnesses can make a statement in writing, notwithstanding that there may also be questioning by the arbitrators and before the parties. This may be done orally or using any other method of communication making their attendance unnecessary. An oral statement of a witness must be carried out at the request of either of the parties, and when the arbitrators agree to the above.

3. If a witness summoned to attend a hearing for an interrogatory fails to attend without a justified reason, the arbitrators can consider this fact in assessing the evidence and, where applicable, deem that the written statement has not been submitted, as they deem appropriate in the circumstances.

4. All parties may ask the witness any questions they deem convenient, under the moderation of the arbitrators, as to the relevance and usefulness of the questions. The arbitrators may also ask the witness questions at any time.

(*) If not, by an *ad hoc* commission stablished by the Court

Article 32. Experts

1. The arbitrators, following the consultation of the parties, may appoint one or more experts, who must be and remain independent and impartial during the course of the arbitration proceedings, to issue their opinions on specific matters.

2. The arbitrators are further empowered to ask any of the parties to place at the disposal of expert witnesses designated by the arbitrators, any relevant information or any documents, assets or proof that they must examine.

3. The arbitrators shall inform the parties of the opinion of the expert witness designated by the arbitral tribunal for them to allege what they consider appropriate on the opinion in the conclusions phase. The parties shall be entitled to examine any document that the expert has used as a basis for his / her opinion.

4. After the opinion has been submitted, any experts, appointed by the parties or the arbitrators, must appear upon the request of any of the parties and whenever the arbitrators deem fit, at a hearing where the parties and the arbitrators may examine the expert on the contents of his / her opinion. Should the experts have been appointed by the arbitrators, the parties may additionally appoint other experts to make a statement on the matters being discussed.

5. The examination of the experts may be done successively or at the same time, as a confrontation, at the arbitrator's discretion.

6. The fees and expenses of any experts appointed by the arbitral tribunal shall be regarded arbitration expenses.

Article 33. Conclusions

(*) If not, by an *ad hoc* commission stablished by the Court

1. Following the conclusion of the hearing or, where the procedure was solely in writing, following the last document submitted by a party, the arbitral tribunal, in the time limit of the timetable or, failing this, within a fifteen-day time limit, shall inform the parties so that, in writing and at the same time, they can submit their conclusions. The arbitral tribunal may choose to have oral conclusions instead of written conclusions in a hearing which shall be held, in any event, at the request of all of the parties.

2. Following the conclusions procedure and prior to the closure of the instruction stage, the arbitrators shall ask the parties for a list of expenses incurred for their defence, and proof of the above and they may, following the receipt of such documents, grant each party a time limit to present allegations in respect of the expenses furnished by the counterparty.

Article 34. Challenges against the Jurisdiction of the Arbitral Tribunal

1. The arbitrators shall have powers to decide on their own jurisdiction, even in connection with the challenges against the existence or validity of the arbitration agreement or any other challenges whose acceptance prevented them from judging the facts of the controversy concerned.

2. Therefore, an arbitration agreement that is part of a contract shall be regarded as agreement that is separable from the remaining clauses of the contract. The decision of the arbitral tribunal on the nullity of the contract shall not lead, in itself, to the unenforceability of the arbitration agreement.

3. In general, the challenges to the jurisdiction of the arbitrators must be presented in the answer to the request for arbitration or, at the latest, in the answer to the claim or, as the case may be, the counterclaim, and they shall not suspend the progress of the procedure.

4. In general, objections to the jurisdiction of the arbitrators shall be resolved as a preliminary matter and with an award, after hearing all the parties, although they can also be resolved in the final award, following the termination of the procedure.

(*) If not, by an *ad hoc* commission stablished by the Court

Article 35. Default

1. Should the claimant fail to submit the claim within the time limit without alleging a reasonable cause, the proceedings shall be terminated.

2. If the claimant or the counterclaiming respondent failed to submit their answer within the time limit without providing a sufficient cause, the procedure shall be delayed.

3. Should any of the parties, duly summoned, fail to attend a hearing without invoking a sufficient cause, the arbitrators shall be authorised to proceed with the arbitration.

4. Should any of the parties, duly summoned to submit documents, fail to do so within the time limits without invoking a sufficient cause, the arbitrators may render the award based on the evidence available to them.

Article 36. Precautionary Measures and Emergency Arbitrator

1. Unless otherwise agreed by the parties, the arbitrators may, at the discretion of any of them, adopt the precautionary measures they deem necessary, weighing the facts of the case and, especially, the probability of the alleged claim, the risks of delays, and the consequences that may arise from upholding the decision or dismissing it. The measure must be proportional to the purpose sought and shall be the least onerous way of attaining the measure sought.

2. Arbitrators may demand sufficient security to the requester, including a counter-guarantee supported in a form deemed sufficient by the tribunal.

3. The arbitrators shall resolve on the measures requested having heard all the parties concerned.

4. The precautionary measures may be adopted as a procedural order or, where

(*) If not, by an *ad hoc* commission stablished by the Court

requested by any of the parties, as an award.

5. Prior to the constitution of the arbitral tribunal, any of the parties may ask for the appointment of an Emergency Arbitrator to order the precautionary measures or the measures to anticipate or secure evidence. The appointment of an Emergency Arbitrator and the procedure to follow to adopt these measures shall be governed by Annex II to these Rules.

6. The decisions adopted by the Emergency Arbitrator, and the grounds on which these are based, shall not be binding for the arbitral tribunal, which may revoke or amend any decisions adopted by the Emergency Arbitrator.

Article 37. Closure of the Instruction of the Proceedings

The arbitrators shall order the closure of the instruction when they believe that the parties have had sufficient opportunity to enforce their rights. After this date, no more documents, allegations or proof can be submitted unless the arbitrators authorise this because of exceptional circumstances.

Article 38. Time limit to render the Award

1. If the parties had not provided otherwise, the arbitrators shall resolve on the requests made within the six months following the submission of the answer to the claim or, as the case may be, the answer to the counterclaim.

2. By submitting to these Rules, the parties delegate the arbitrators the powers to extend the time limit to render the award for a term of no longer than three months to suitably fulfil their mission. The arbitrators shall ensure that there are no delays. In any case, the time limit to render the award can be extended by agreement of all the parties.

3. If an arbitrator is substituted in the final month of the time limit to render an award, such term shall be automatically extended for an additional thirty days. If the substitution made it necessary to repeat some of the procedures, the time

(*) If not, by an *ad hoc* commission stablished by the Court

limit to render an award shall be extended automatically by the thirty additional days already mentioned and for the same amount of time used at the time concerned to carry out the procedures to be repeated.

Article 39. Form, Contents and Notice of the Award

1. The arbitrators shall decide on the controversy in a single award or in as many partial awards they deem fit. Any award shall be regarded as rendered at the place of the arbitration and on the date mentioned in its text.

2. If the court is a collegiate body, the award shall be adopted by a majority of arbitrators. Should there be no such majority, the president shall hold the casting vote.

3. The award must be rendered in writing and be signed by the arbitrators, who may express their differing opinions. If the court is a collegiate body, the signatures of the majority of the arbitrators or, in their absence, those of their president, shall be enough, whenever they provide the reasons for the absence of such signatures.

4. The award must always be reasoned, unless the award is rendered in the terms set out under Art. 40 of these Rules.

5. The arbitrators shall rule in the award about the costs of the arbitration. Any orders to pay costs must be reasoned.

6. Unless otherwise agreed in writing by the parties, as a general rule, the order to pay costs shall reflect the success or failure of the respective requests of the parties save where, based on the facts of the case, the arbitrators deemed that this general principle is inappropriate.

7. There shall be one original of the award for every party taking part in the arbitration and an additional original, which shall be placed on file in the archive created for these purposes by the Court.

(*) If not, by an *ad hoc* commission stablished by the Court

8. The award can be placed on record at the request of any party, before the arbitrators cease to perform their duties and they shall be charged any expenses needed to do the above.

9. The arbitrators shall notify the award to the parties through the Court by handing each of them a signed copy, as provided under Article 3. The same rule shall be applicable to any corrections, clarification or supplementary documents to the arbitration.

Article 40. Award by Agreement of the Parties

Where, during the arbitral procedure, the parties reach an agreement totally or partially ending the controversy, the arbitrators shall deem that the proceedings on the matters agreed have terminated and, where both parties request this, and the arbitrators found no reasons to object, this agreement shall be recorded in due form in the award in the terms agreed by the parties.

Article 41. Preliminary Examination of the Award by the Court

1. Before signing the award, the arbitrators shall submit it to the Court which may, within ten days thereafter, propose strictly formal amendments.

2. Likewise, the Court may, respecting in any case the freedom of decision of the arbitrators, draw their attention to aspects relating to the facts of the controversy, and the establishment and breakdown of the costs.

3. The prior examination of the award by the Court shall not, under any circumstances, mean that such body is taking any responsibility for the contents of the award.

Article 42. Correction, Clarification and Supplement of the Award

1. Within the ten days following the notice of the award, unless the parties had

(*) If not, by an *ad hoc* commission stablished by the Court

agreed to another time limit, any of such parties may ask the arbitrators to do the following:

a) The correction of any errors of calculations, copies, typography or similar errors.

b) The clarification of an item or a specific part of an award.

c) The supplement of the award in respect of the requests made and not resolved therein.

d) The rectification of the partial extra-limitation of the award, when a resolution has been reached on matters not subject to its decision or on matters not subject to arbitration.

2. After hearing the remaining parties for a ten-day time limit, the arbitrators shall resolve as applicable with an award in a term of twenty days.

3. Within the time limits set out under the foregoing sections, the arbitrators may proceed *ex officio* to correct the errors defined under paragraph a) of section 1.

Article 43. Effectiveness of the Award

1. The award is compulsory for the parties. The parties undertake to comply with it with no delays.

2. If any appeals can be lodged at the location of the arbitration in respect of the facts or any points of the controversy, it shall be understood that, by submitting to this Arbitration Regulation, the parties waive the right to these appeals, whenever this appeal is legally possible.

Article 44. Other Methods of Termination

The arbitration can also terminate:

a) Due to the abandonment of the claimant, unless the respondent challenges the

(*) If not, by an *ad hoc* commission stablished by the Court

above and the arbitrators recognise him / her a legitimate interest in obtaining the resolution of the litigation.

b) When the parties provide this by mutual agreement.
c) When, at the request of the arbitrators, it is unnecessary or not possible for the proceedings to continue.

Article 45. Custody and Conservation of the Arbitration File

1. The Court needs to custody and preserve the arbitration file, after the award is rendered.

2. When a year has gone by since the award was rendered, and having warned the parties or their representatives so that in a term of fifteen days they can ask for the separation from the file and delivery, at their cost, of the documents they had presented, the obligation to preserve the file and its documents shall no longer continue, with an exception being a copy of the award and the decisions and communications of the Court concerning the procedure, which shall be preserved in the file made available by the Court for these purposes.
3. While the obligation of the Court to custody and preserve the arbitral file continues, any party may request the separation of the files and the handover, at its cost, of the original documents it had furnished.

Article 46. Costs

The costs of the arbitration shall be established, where possible, in the final award and include:

a) The costs of Court acceptance and administration, calculated as provided under Annex I of these Rules on the Costs of Arbitration and, where applicable, the expenses for the rental of facilities and equipment for arbitration;

b) The fees and expenses of the arbitrators, to be established or approved by the Court as provided under Annex I;

(*) If not, by an *ad hoc* commission stablished by the Court

c) The fees of the experts appointed, as the case may be, by the arbitral tribunal; and

d) The reasonable expenses incurred by the parties for their defence in the arbitration.

Article 47. Fees of the Arbitrators

1. The Court shall establish the fees of the arbitrators as provided under Annex I to these Rules, on the Costs of the arbitration, considering the workload of arbitrators and any other relevant circumstances, particularly the early termination of the arbitration by agreement of the parties or for any other reason and the potential delays to render the award.

2. The correction, clarification or addition to the award as provided under Article 42 shall not lead to additional fees.

Article 48. Confidentiality

1. Unless otherwise agreed by the parties, the Court and the arbitrators are bound to keep confidentiality on the arbitration and the award.

2. The arbitrators may order the case management measures they deem convenient to protect commercial or industrial secrets or any other confidential information.

3. The discussions of the arbitral tribunal shall be confidential.

4. An award can be published if the following terms are met:

a) that the corresponding request for publication is submitted at the Court itself or that the Court itself deems that there is a doctrinal interest;

b) that any references to the names of the parties and the details allowing them to be easily identified are removed; and

(*) If not, by an *ad hoc* commission stablished by the Court

c) that no party to the arbitration objects to this publication within the term established for these purposes by the Court.

Article 49. Responsibility

Neither the Court nor the arbitrators shall be responsible for any acts or omissions of an arbitration administered by the Court, unless they are proved to have acted negligently.

III. EXPEDITED PROCEDURE

Article 50. Scope.

The expedited procedure shall be applicable when the parties agree to it and, additionally, where the Court so decides. It shall be for cases where the total sum of the procedure (including, as the case may be, the counterclaim) does not exceed one hundred thousand euros or the equivalent updated amount established by the Court. It shall also be for any procedures with an unspecified amount, which cannot be determined as long as, in any of such cases, there are no circumstances advising an ordinary procedure, in the Court's opinion. The decision of the Court to process an arbitral case using one or another procedure shall be final.

Save as expressly regulated under the following articles, the expedited procedure shall be regulated by the Rules provided for the ordinary proceedings.

Article 51. Initial Hearing.

1. Once the request for arbitration has been received, the Court shall notify the other party(ies) by handing over a copy of the above and of the attached documents, if any, summoning the parties to a hearing to be held within a time limit of up to twenty days.

(*) If not, by an *ad hoc* commission stablished by the Court

2. The purpose of this hearing shall be the following:

a. Placing on record, if applicable, the acceptance of the arbitration by all of the parties, should there be no prior arbitration agreement.
b. Setting the limits of the subject of the controversy and its value.

c. Including the agreements adopted by the parties on the type of arbitration (lawful or equitable), the number of arbitrators, their appointment or, as the case may be, the appointments by each party, in agreement with the provisions set forth under Article 11 of these Rules, which must be done at the hearing itself.
d. Designating the addresses for notices during the arbitration and, where applicable, the persons to represent the parties.

3. A record shall be drafted on the hearing, which shall be signed by all the parties in attendance.

4. The non-attendance of any of the parties shall not be a reason in itself to prevent the continuation of the procedure, and it shall further not bar the enforceability of the award (if any) rendered. In this case, the hearing shall be informed to the party failing to attend, attaching a copy of the record.

Article 52. Appointment of the Arbitrators.

Once the hearing set out under the section above has taken place the Court shall have a time limit of up to fifteen days to appoint the arbitrator(s), as provided under Articles 11, 12 and 13 of these Rules.

Article 53. Implementation of the Expedited Procedure.

1. The expedited procedure shall be implemented as provided in these Rules and, failing this, as provided by the arbitrator(s). However, the parties may agree the procedural amendments they deem fit subject, in any event, to the

(*) If not, by an *ad hoc* commission stablished by the Court

principles of bilateral hearing, equality, contradiction and procedural economy.

2. To this end, following the acceptance of the arbitration by the arbitrator(s), the parties shall be heard to notify them about the acceptance and to lay down the agreements that they may adopt in respect of the rules and phases of the procedure, and the time limit to render an award, should it not have been established beforehand.

3. Communications between the parties and the arbitrators, and the submission of letters and documents, shall be completed through the Secretariat of the Court ensuring, in any case, that there is a sufficient record and that there is not defencelessness under any circumstances.

4. The hearings shall take place at the Court, unless the arbitrator or the Arbitral Tribunal establish another location.

Article 54. Claim.

In the hearing itself, provided under section 2 of the article above, the arbitrator or the Arbitral Tribunal designated shall grant the party fostering the arbitration the time limit agreed to submit the claim. The default time limit shall be twenty days.

Article 55. Answer and Counterclaim.

1. The claim and documents shall be transmitted to the remaining parties within the time limit agreed to answer to the above and, where not otherwise agreed, this is to be twenty days, irrespective of whether such parties had attended the hearings provided under Articles 51 and 53.2.

2. Likewise, the respondent party can submit a counterclaim when it answers the main claim, in which case the claimant may submit an answer to the counterclaim within the time limit agreed and, failing the above, within a ten-day time limit.

(*) If not, by an *ad hoc* commission stablished by the Court

Article 56. Reconciliation, Examination of Procedural Matters and Evidence Offered.

1. Once the abovementioned procedures have been completed, the arbitrator or the Arbitration Tribunal shall summon the parties to a reconciliation hearing where the parties shall be exhorted to attempt to reach an agreement to resolve the conflict. Should such agreement be reached, it shall be placed on record in the corresponding conciliation record, to be signed by the parties and the arbitrator. The agreements reached by the parties must follow the general rules for validity of contracts, and the rules governing waivers and settlements, if any. At the request of any party, the arbitrator must render the award terminating the arbitration proceeding in the terms agreed in the conciliation record. At least five days must run from the date of the submission of the last allegations document or the expiry of the time limit to do so and the holding of this hearing, unless otherwise agreed.

2. Should no agreement be reached, the hearing shall continue, to allow the party concerned to answer the challenges brought by the remaining parties, and for the parties to offer evidence to support their case in the proceedings.

3. The arbitrator or the Arbitral Tribunal shall reach a decision in the proceedings themselves on the acceptance, relevance and usefulness of the evidence offered, issuing the necessary orders to gather such evidence within the time limit established. Failing an agreement, such time limit shall be thirty days. Likewise, such person may reach an *ex-officio* decision to gather any other evidence. Should the parties request evidence other than documentary evidence, there shall be a sole hearing for witness and expert statements.

Article 57. Conclusions.

1. Once the period of evidence has finished and the pertinent evidence has been gathered, the arbitrator or the Arbitral Tribunal shall grant the parties a time limit for them to submit their conclusions. Failing an agreement to the contrary, this time limit shall be ten days.

(*) If not, by an *ad hoc* commission stablished by the Court

2. The conclusions phase can be replaced or, where applicable, supplemented at the request of all parties or at the discretion of the arbitrator or Arbitral Tribunal by an oral statement delivered before it, which shall be rendered in the relevant record.

Article 58. Time Limit to Render the Award.

Arbitrators shall render the award within the four months after the answer to the claim or the answer to the counterclaim is submitted. Arbitrators can only extend the time limit for a sole additional time limit of two months.

IV. SPECIAL PROCEDURES BASED ON THE MATTER.

Article 59. Scope.

Arbitrations in areas such as urban rentals and professional fees, and any arbitration proceedings where the parties so agree, shall be processed through this special procedure, following the specifications on ordinary and expedited proceedings provided in this section.

Article 60. Procedure.

1. The procedures applicable in this case shall be those employed for expedited proceedings. However, if there are no specific rules, the procedures for ordinary proceedings shall be followed, with the following different specifications:

    a) Failing an agreement of the parties, the time limits to lodge a claim, answer to the claim and, where applicable, counterclaim, shall be ten days, ten days and five days, respectively.

(*) If not, by an *ad hoc* commission stablished by the Court

b) Once the allegations stage is over, the hearing provided under Article 56 of these rules shall be held. However, if no such agreement is reached and the hearing continues as provided under such article, the evidence offered and accepted (other than documentary evidence) shall be collected in such proceedings, and the parties shall submit their conclusions thereafter.

c) Should the arbitrator or the Arbitral Tribunal believe that any relevant evidence cannot be collected in the hearing, they shall adjourn it, setting a new date and time to restart the proceedings.

d) Within three days following the notice setting the hearing, the parties must detail the persons to be summoned by the Court of Arbitration as parties or witnesses where they cannot submit the proof themselves.

2. The arbitrators shall render an award within the three months following the submission of the answer to the claim or the counterclaim. The arbitrators can only extend the time limit to render an award for a sole additional time limit of two months.

Article 61. Statutory Arbitration

1. When the arbitration relates to a conflict arising inside a company (a capital company or another type of firm), or a corporation, foundation or association with an arbitration agreement in its bylaws or governing rules, and the Court is entrusted with administering the proceedings, the special rules on statutory arbitration contained in this article shall be preferred.

2. The number of arbitrators shall be agreed in the bylaws or in the governing rules. Failing the above, the number shall be established by the Court as provided under Art. 11 of these Rules.

3. The appointment of a sole arbitrator or, as the case may be, of the three arbitrators comprising the arbitral tribunal, shall be entrusted to the Court, unless the conflict arises and all parties freely agree another appointment procedure, whenever it does not violate the principle of equality.

(*) If not, by an *ad hoc* commission stablished by the Court

4. The Court may postpone the appointment of the arbitrators for a reasonable time limit, if it deems that it is possible for a same conflict to give rise to successive arbitration claims.

5. Prior to the designation of the arbitrators the Court may, having consulted all the parties, allow the joinder of third parties to the arbitration as co-claimants or co-defendants. Once the arbitrators have been appointed, they shall have the powers to join third parties when this is requested, after consulting with all the parties. Any third parties requesting the joinder shall abide by the procedures in the state they are at that time concerned.

6. Should a party submit a request for arbitration about a company conflict for which there is already a pending arbitration procedure, the Court may decide to join the request to the oldest procedure underway, at the request of any of the parties and following the consultation with all the remaining parties, always respecting the principle of equality in appointing arbitrators.
7. When adopting the decisions set out under the two foregoing paragraphs, the arbitrators or the Court shall bear in mind the will of the parties, the state of the procedures, the benefits or damages arising out of the […]

joining of the third party or the joinder and any other elements they deem relevant.

Article 62. Determination of the international character of arbitration proceedings and effects.

1. Submissions to the Court of arbitrations that are of international character, in accordance with the provisions of article 3 of Law 60/2003 on Arbitration or regulation that replaces it, arising from arbitration agreements signed as of January 1, 2020 ("Effective Date"), shall be deemed to have been made to the International Arbitration Center of Madrid (MIAC) and its regulations, to which the parties will be subjected for the administration of the corresponding arbitration with the same effect as if they had expressly agreed to submit the dispute to said institution.

(*) If not, by an *ad hoc* commission stablished by the Court

2. The parties must indicate in the request for arbitration and in the corresponding Answer whether they consider that the arbitration is national or international, in accordance with the foregoing.

3 The Court will review the national or international nature of ex officio arbitration, determining:

That the arbitration is national, in which case the procedure will continue to be processed by the Court itself; or

That the arbitration is international. In this case,

If the arbitration agreement is after the Effective Date, the documentation and provisions of funds made to the International Arbitration Center of Madrid will be sent so that the MIAC can proceed to administer the arbitration proceeding according to its regulations;

If the arbitration agreement is prior to the Effective Date, it will be administered by the Court, in accordance with these regulations, unless all the parties expressly agree, within 15 days from the notification of the Court's resolution on the international nature of arbitration, to submit the proceedings to the MIAC.

4 The decision of the Court on the national or international nature of the arbitration is not appealable. By submitting to these Regulations, the parties expressly authorize the Court to carry out this determination, and undertake to accept the decision of the Court on a final and definitive basis.

Additional Provision

For any matters not provided under these Rules, *Ley 60/2003, de 23 de diciembre, de Arbitraje* [*Act 60/2003, of 23 December, on Arbitration*] shall be applicable as a supplementary regulation.

Transitional provision.

(*) If not, by an *ad hoc* commission stablished by the Court

This regulation, as it has been drafted pursuant to the agreement of the Governing Board of December 11, 2019, will enter into force the day after said agreement, being applicable to any arbitration whose application has been submitted from of the day of its entry into force.

(*) If not, by an *ad hoc* commission stablished by the Court

ANNEX I. ARBITRATION COSTS

ONE. The term "Arbitration Costs" includes the fees of the arbitrators, and the costs of the Court to administer the arbitration, the expenses for gathering evidence and the expenses, where applicable, of recording the award in a notarial deed.
The expenses for the defence and representation of the parties shall solely be included in the costs of arbitration if the arbitrator(s) expressly provide this in the arbitration award.

TWO. The Court of Arbitration may ask the parties to deposit the funds they deem necessary to pay the fees and expenses of the arbitrators that may arise in administering the arbitration, as provided under Article 9 of the Rules.

THREE. The basis for the calculation of the costs shall be the economic contents of the arbitration. For incalculable or unspecified contents, the costs shall be set at the discretion of the Court.

FOUR. ACCEPTANCE RATE, COSTS AND FEES.

A. Acceptance Rate. The Acceptance Rate is €350, the payment of which needs to be justified when the request for arbitration is submitted. This Rate shall be deducted, where applicable, from any amounts to be paid by the payer for the Court costs and arbitrators' fees.

Bank details to deposit the Acceptance Fee:

ACC. No. ES57 0075 0080 1006 0104 0073
CORTE DE ARBITRAJE Ilustre Colegio Abogados Madrid [Court of Arbitration of the Distinguished Society of Lawyers of Madrid]

B. ARBITRATION COSTS.

(*) If not, by an *ad hoc* commission stablished by the Court

a) Court Costs. The scale of charges is the following:

ADMINISTRATION COSTS			
Tranches	**Rate**	**Tranche**	**Cumulative**
Up to €30,000	**2.6%**	**€780**	**€780**
From €30,000 to €100,000	**1.95%**	**€1,365**	**€2,145**
From €100,000 to €150,000	**1%**	**€500**	**€2,645**
From €150,000 to €200,000	**0.65%**	**€325**	**€2,970**
From €200,000 to €350,000	**0.26%**	**€390**	**€3,360**
From €350,000 to €600,000	**0.16%**	**€400**	**€3,760**
Greater than €600,000	**0.08%**		

In any case, the Court shall collect 7% of the arbitrators' fees as costs to administer the arbitration.

b) Fees of the arbitrators. Each of the arbitrators comprising the Arbitral Tribunal shall be paid fees depending on the value of the case, as provided in the following scale:

FEES OF THE ARBITRATORS			
Tranches	**Rate**	**Tranche**	**Cumulative**
Minimum Amount	**€450**		
Up to €30,000	**10%**	**€3,000**	**€3,000**
From €30,000 to €100,000	**7%**	**€4,900**	**€7,900**
From €100,000 to €150,000	**5%**	**€2,500**	**€10,400**
From €150.000 to €200,000	**4%**	**€2,000**	**€12,400**
From €200.000 to €350,000	**2,5%**	**€3,750**	**€16,150**
From €350.000 to €600,000	**1%**	**€2,500**	**€18,650**
Greater than €600,000	**0.12%**		

(*) If not, by an *ad hoc* commission stablished by the Court

The fees calculated with this scale can be increased or reduced by up to 50%, depending on how complex the case is, the time required for the arbitration and the workload and size of the professional study carried out.

C. EMERGENCY ARBITRATION COSTS.

The cost of the procedure to adopt precautionary measures or measures for the anticipation or securing of evidence by an Emergency Arbitrator shall amount to 1,000 euros for Court administration costs and 5,000 euros for Emergency Arbitrator fees. The Court, *ex-officio* or at the request of the Emergency Arbitrator, can modify these costs upwards or downwards, if the nature of the case, the work carried out by the Emergency Arbitrator or other relevant circumstances made this necessary.

In any case, the Court of Arbitration must approve the fee schedules of the arbitrators.

(*) If not, by an *ad hoc* commission stablished by the Court

ANNEX II: EMERGENCY ARBITRATOR

Article 1. Request for an Emergency Arbitrator.

1. The party requesting the intervention of an emergency arbitrator in agreement with the provisions laid down under Art. 36.5 of ICAM's Arbitration Rules, must make a Request addressed to the Secretariat of the Court of Arbitration which must contain the following information:

a) The full name, address and other relevant details for the identification of and contact with the parties.

b) The full name, address and remaining relevant details for the identification of and contact with the persons who are to represent the requester of the Emergency Arbitrator.

c) A brief description of the controversy.

d) A list of precautionary measures or measures to anticipate or secure evidence requested and the reasons on which it is based.

e) The reasons for which the requester considers that the adoption of the precautionary measures or measures to anticipate or secure evidence cannot wait until the arbitral tribunal is formed.

f) The arbitration agreement(s) it is based on.

g) A description of the place and language of the emergency procedure, and the law applicable to the adoption of the precautionary measures or the measures for the anticipation or securing of the evidence requested.

2. Attached to the Request for the Appointment of an Emergency Arbitrator there shall be, at least, the following documents:

a) A copy of the arbitration agreement or the notices providing proof of the above.

b) Proof of payment of the deposit of funds for the procedure for the Request of Appointment of the Emergency Arbitrator as provided under Article 7 to this Annex.

c) A copy of the Request of Appointment of the Emergency Arbitrator for each counterparty and a copy for the Emergency Arbitrator, unless it is submitted by

electronic means.

Likewise, the documents that the requester deems appropriate to facilitate the consideration of the request can be attached.

3. The Request of the Appointment of the Emergency Arbitrator can be submitted at the Register of ICAM or by email, with an electronic signature, to the address: cortearbitraje@icam.es.

Article 2. Notice of the Request.

1. As soon as a Request for the Appointment of an Emergency Arbitrator is received, the Court shall submit this request to the other party unless:

a) The Request for the Appointment of the Emergency Arbitrator has been received after the arbitral tribunal was formed.

b) The requester has failed to prove the payment of the deposit of funds for the emergency procedure as provided under Article 7 to this Annex.

c) The Court evidently lacks jurisdiction to hear the arbitration.

2. The Court shall ask this party to identify its representatives, providing their full names, addresses and other contact details.

Article 3. Appointment of the Emergency Arbitrator

1. The Court shall appoint an Emergency Arbitrator at the earliest notice, with a guidance being a time limit of two days following the receipt by the Secretariat of the Request for Appointment of the Emergency Arbitrator in due form.

2. The Emergency Arbitrator must accept his / her appointment within the two months following the receipt of his / her appointment by the Court. For these purposes, s/he must sign a statement of independence, impartiality and availability in the terms set out under Article 10.2 of the Rules.

3. Once the Emergency Arbitrator has agreed to his appointment, the Court shall notify it to the parties and deliver the file to the Emergency Arbitrator.

4. A challenge against the Emergency Arbitrator must be made in the terms provided under Article 15 of the Rules and be submitted within the two days following the

receipt of the notice of the appointment of the Emergency Arbitrator or on the date, if later, on which the party became aware of the facts it is basing the challenge on. Once the counterparty and the Emergency Arbitrator have been heard, within as short a time as possible, the Court shall render a reasoned resolution on this challenge within a time limit of two days.

5. Unless otherwise agreed by the parties, the Emergency Arbitrator cannot act as an Arbitrator in any subsequent arbitration relating to the controversy giving rise to the Request for the Appointment of the Emergency Arbitrator.

Article 4. Place and Language of the Proceedings, Communications and Procedural Timetable.

1. The place of the emergency proceedings shall be the one agreed by the parties as the place of the arbitration. In the absence of an agreement by the parties, the Court shall decide on the place of the emergency proceedings.

2. The language of the emergency proceedings shall be the one agreed by the parties as the language of the arbitration. If the parties fail to reach an agreement, the Court shall decide on the language of the emergency proceedings.

3. A copy of all communications, letters and documents which one party transmits to the Emergency Arbitrator must be submitted at the same time to the counterparty and to the Court. The same rule shall apply to the communications and decisions submitted by the Emergency Arbitrator to one or more parties.

4. Within the two days following the receipt of the file, the Emergency Arbitrator shall establish a procedural timetable for the emergency proceedings.

5. Subject to the provisions laid down under these Rules, the Emergency Arbitrator can manage the proceedings as s/he deems fit, always observing the principle of equality of the parties and giving each of such parties sufficient opportunities to enforce their rights.

Article 5. Decision of the Emergency Arbitrator.

1. The Emergency Arbitrator must decide on the precautionary measures or measures to anticipate or secure the evidence requested, within a time limit of no more than seven days following the date of the submission of the file to the

Emergency Arbitrator. The Court can extend this time limit following a reasoned request from the Emergency Arbitrator, should this be regarded necessary.

2. The decision of the Emergency Arbitrator may be rendered as an award or a case management order, it must be made in writing, be reasoned and signed by the Emergency Arbitrator.

3. In this decision (award or case management order), the Emergency Arbitrator must issue an opinion on the costs of the emergency proceedings, considering the facts set out under Article 39.6 of the Rules. The costs of the emergency proceedings must include the administration costs of the Court, the fees and expenses of the Emergency Arbitrator and the reasonable expenses incurred by the parties for their defence in the arbitration, which have been reasonably proved in the emergency proceedings.

4. The Emergency Arbitrator must notify the award or case management order in which s/he reaches a decision on the precautionary measures or the measures to anticipate or secure evidence to the parties within the time limits provided under section 1 of this article, submitting a copy to the Court.

Article 6. Binding Effect of the Decision of the Emergency Arbitrator.

1. Once the award is rendered or the case management order with the decision of the Emergency Arbitrator is issued, such decision shall be binding for the parties, who are bound to comply with it voluntarily without delay.

2. The Emergency Arbitrator can modify or revoke an emergency decision, upon the reasonable request of any of the parties, submitted prior to the constitution of the arbitral tribunal.

3. The decision of the Emergency Arbitrator shall cease to be binding in the following scenarios:

a) Where this is established by the Emergency Arbitrator or by the arbitral tribunal.

b) If the Request for the Appointment of the Emergency Arbitrator had been made prior to the filing of the Request for Arbitration, where such request is not submitted within the fifteen days following the date of the Request for the

Appointment of the Emergency Arbitrator.

c) If the arbitration terminates because a Final Award is rendered or for any other reason.

Article 7. Costs of the Procedure

The cost of the procedure to adopt precautionary measures or measures to anticipate or secure evidence from an Emergency Arbitrator shall be that provided under Annex I to the Court Rules.