

# RULES OF PROCEDURE OF THE PERMANENT COURT OF ARBITRATION „ARBI3”

## I. GENERAL PROVISIONS

### §1

#### Definitions

1. Whenever the following capitalized phrases are used in the following section of the Rules of Procedure, they are to be understood in the sense given below, unless the context of their use clearly indicates otherwise:

- a. **Arbitrator** - the person appointed to resolve the dispute between the Claimant and the Defendant, appointed from among the Arbitrators on the List;
- b. **Presiding Arbitrator** - The Arbitrator appointed as the sole Arbitrator in the case or the Arbitrator who directs the work of the panel of 3 Arbitrators appointed to hear the case;
- c. **Business days** - any day other than Saturday, Sunday and public holidays in Poland;
- d. **Arbitration Clause** - a contractual provision or agreement under which the Parties submit to the Court for decision a dispute that has arisen or may arise between them, constituting an agreement referred to in Article 1161 § 1 of the Code of Civil Procedure;
- e. **Civil Code** - the Civil Code Act of 23 April 1964 (Dz.U. Nr 16, poz. 93, with changes);
- f. **Code of Civil Procedure** - the Civil Procedure Code Act of 17 November 1964 (Dz.U. Nr 43, poz. 296, with changes);
- g. **List** - a list, maintained by the President of the Court, of Arbitrators appointed to resolve disputes in the course of the Court's business;
- h. **Claimant** - The Party filing the Lawsuit in accordance with the Rules of Procedure;
- i. **Statement of Claim** - a letter from the Claimant, drawn up in accordance with the Rules of Procedure, triggering arbitration proceedings;
- j. **Defendant** - the person against whom the Statement of Claim is directed;
- k. **President of the Court** - the authority of the Court referred to in § 5 of the

Statute;

l. **Rules of Procedure** - this Rules of Procedure which set out the procedure, manner and rules for the settlement of disputes by the Court;

m. **Court** - the Permanent Court of Arbitration ARBI3 with its seat in the capital city of Warsaw, operating as part of the company Arbitrzy Ltd with its seat in Warsaw, pl. Konesera 12, 03-736 Warsaw, registered by the District Court for Wrocław Fabryczna in Wrocław, IX Commercial Division of the National Court Register, KRS: 0000922638, NIP: 8863018062, share capital PLN 5,000;

n. **Secretary of the Court** - the body of the Court referred to in § 7 of the Statutes;

o. **Statute** - the document setting out the organisation of the Court adopted by the Board of Directors of the Company;

p. **Party or Parties** - the Claimant or the Defendant, respectively, or both of them jointly, being persons with full capacity to perform legal acts, who are linked by a legal relationship from which disputes may be examined by the Court in accordance with Polish law, the Statute and the Rules of Procedure;

q. **List of Fees** - a document specifying the amount of fees charged by the Court in connection with the commencement and conduct of proceedings, published on the website [www.arbi3.pl](http://www.arbi3.pl).

## II. INITIATION OF ARBITRATION PROCEEDINGS

### §2

#### Statement of Claim

1. Arbitration proceedings are initiated by the Claimant filing a Statement of Claim meeting the requirements set forth in this Rules of Procedure.
2. The Statement of Claim shall be submitted to the Court in electronic form, by e-mail sent to [dispute@arbi3.pl](mailto:dispute@arbi3.pl) or other address indicated by the President of the Court in the form of a notice on the website [www.arbi3.pl](http://www.arbi3.pl) or by means of the online platform, if any, available for this purpose at [www.arbi3.pl](http://www.arbi3.pl).
3. Before filing the Statement of Claim, the Claimant shall pay the fee in accordance with the List of Fees and attach a confirmation of its payment to the Statement of Claim. The Statement of Claim fee is refundable at 80% of its amount only if the Statement of Claim is withdrawn before the Arbitrator is appointed in the case.

4. In the event the Statement of Claim fee is not paid, the Statement of Claim shall be returned after the lapse of 7 days from the service on the Claimant of a request to supplement the fee.

5. The Statement of Claim must be drawn up in electronic form and include:

- a. the full name of the Claimant and the Defendant;
- b. Addresses of residence or registered office of the Parties;
- c. The telephone number of the Claimant;
- d. the e-mail address of each Party;
- e. the precise nature of the request;
- f. an indication of the facts on which the Claimant bases its claim;
- g. indication of the evidence in support of the facts asserted;
- h. in the case of an application for the taking of evidence from the testimony of witnesses, if possible, enclosing their written statements or assertions concerning the subject matter of the dispute, together with an indication of their e-mail addresses and telephone numbers, signed by them using a qualified electronic signature or a Trusted Signature (ePUAP);
- i. a request, if any, that the Defendant be ordered to pay the costs of the proceedings in accordance with the Rules of Procedure;
- j. the Arbitration Clause and, if not expressly provided for in the Arbitration Clause, an indication of whether the case is to be heard by 1 or 3 Arbitrators;
- k. indication of the mode of consideration of the case (ordinary or expedited);
- l. signature of the Claimant or his/her legal representative or attorney, under the Statement of Claim and attachments (if in separate files) - with a qualified electronic signature or a Trusted Signature (ePUAP);
- m. listing of attachments.

6. If the Statement of Claim is submitted by an attorney, the Statement of Claim shall specify the data of the attorney (in the scope analogous to paragraph 5 points a-d above) and shall be accompanied by a power of attorney, certified by the attorney with a qualified signature or a Trusted Signature (ePUAP).

7. If the Statement of Claim contains formal deficiencies, the President of the Court, or the Secretary of the Court under the authority of the President of the Court shall set a 7-day period for the Claimant to rectify the formal deficiencies. In the case of failure to remove formal defects by the Claimant, the Statement of Claim shall be returned and shall have no legal effect. In such a case, the Court shall return to the Claimant 80% of the fee for the

Statement of Claim paid by the Claimant to the bank account indicated by the Claimant for that purpose.

8. In the event that the Statement of Claim does not contain formal deficiencies, the President of the Court shall appoint 1 or 3 Arbitrators from among the available Arbitrators with adequate knowledge and experience for the case in question, as requested in paragraph 5(j) above, including the Presiding Arbitrator.

9. The President of the Court shall serve the Statement of Claim to the Defendant by electronic means. The notice of service of the Statement of Claim, together with instructions on its receipt and instructions on the nature of the proceedings before the Court, shall be sent by the Court without delay by registered mail to the address indicated in paragraph 5(b) above. The Statement of Claim shall be deemed to have been served on the expiry of 3 Business Days from the dispatch of the notice referred to in the preceding sentence.

### §3

#### **Statement of defence**

1. The Defendant shall have the right to send an electronically drafted response to the Statement of Claim to the Court and to the Claimant within 10 Business days of service of the Statement of Claim on the Defendant. In justified cases, the Presiding Arbitrator may extend the time limit for responding to the Statement of Claim, upon the Defendant's request submitted no later than 7 days after service of the Statement of Claim on him/her.

2. The response to the Statement of Claim shall include:

- a. the case reference number;
- b. the name and surname of the Claimant and the Defendant;
- c. The residential or business addresses of the Parties;
- d. telephone number of the Defendant
- e. the Parties' e-mail addresses;
- f. identification of the allegations, including any allegation of lack of jurisdiction of the Court, pursuant to the provisions of the Rules of Procedure and the Code of Civil Procedure;
- g. Indicate the facts on which the Defendant bases its allegations;
- h. an indication of the evidence in support of the circumstances asserted;
- i. if the Claimant requests that the case be heard by 1 Arbitrator or under the ordinary procedure, the Defendant's request, if any, for the case to be heard by 3 Arbitrators or under the expedited procedure, provided that, when submitting such a

request, the Defendant shall at the same time be required to supplement the fee referred to in §2(3) of the Rules of Procedure in accordance with the List of Fees, or else the request shall be disregarded;

j. signature of the Defendant or his/her legal representative or attorney, under the answer to the Statement of Claim and attachments (if in separate files) - with a qualified electronic signature or with a Trusted Signature (ePUAP);

k. listing the attachments.

3. If the Answer to the Statement of Claim is submitted by an attorney, the attorney's data must be specified (in the same scope as in paragraph 2(b-e) above) and a power of attorney must be attached, certified by the attorney with a qualified signature or a Trusted Signature (ePUAP).

4. If the answer to the Statement of Claim has formal deficiencies, the President of the Court shall set a 7-day deadline for the Defendant to remedy them. If the Defendant fails to remedy the formal deficiencies, depending on the nature of the deficiencies, the Arbitrator hearing the case shall be entitled to disregard the answer to the Statement of Claim in its entirety or in the relevant part.

5. In the event that the Defendant submits a demand as referred to in paragraph 2(i) above, the President of the Court shall issue an order in accordance with the demand, indicating the Presiding Arbitrator.

6. The answer to the Statement of Claim may constitute a counterclaim. In such a case, the provisions of § 2 above and the Defendant bringing a counterclaim shall also apply mutatis mutandis and the Defendant shall be obliged to pay an independent fee, determined in accordance with §2(3) of the Rules of Procedure, in accordance with the List of Fees, on pain of disregarding the counterclaim. The counterclaim shall be dealt with in the same proceedings.

7. In the event that the Defendant fails to file an answer to the Statement of Claim or fails to indicate any objections, the Arbitrator shall make the judgment after explaining the circumstances of the case as comprehensively as possible, based on the content and extent of the information, evidence, life experience and information generally known or otherwise obtained by the Arbitrator during the proceedings before the Court. Failure to file an answer to the Statement of Claim shall not constitute an admission of the facts pleaded in the Statement of Claim or an acknowledgement of the Claim.

### **III. ARBITRATORS**

## §4

### **General provisions**

1. Arbitration proceedings shall be conducted by the Court in a panel of one or three Arbitrators, in accordance with the Rules of Procedure. In the case of adjudication by a panel of three Arbitrators, the Presiding Arbitrator shall take the actions provided by the Rules of Procedure for an Arbitrator adjudicating alone, unless otherwise provided by the Rules of Procedure.
2. The Arbitrator shall be impartial and independent and shall perform his function to the best of his knowledge and skills and with the utmost care. In his consideration of the merits of the case, the Arbitrator is not subject to the authority of any third party, including in particular the President of the Court.
3. In the course of proceedings, the Arbitrator is obliged to clarify the circumstances which are of material importance for resolving the case.
4. An Arbitrator shall be obliged to resolve a matter subject to arbitration within 60 days in the case of an ordinary procedure or 45 days in the case of an expedited procedure, counting from the time limit referred to in § 3(1) above. In particularly complicated cases, in particular those requiring an expert opinion or opinions, the time limit referred to in the preceding sentence may be extended at most twice, each time for a period of no longer than 3 months, upon prior notification of the Parties by the Arbitrator.

## §5

### **Appointment of Arbitrator**

An Arbitrator shall be appointed in accordance with the procedure set forth in § 2(8) in conjunction with § 3(5) above, unless otherwise provided for in the Arbitration Clause or in a consensual statement by the Parties. In the event that the Arbitration Clause is ambiguous in this respect and the Parties fail to agree on the selection of Arbitrators, the procedure set out in § 2(8) in conjunction with § 3(5) above shall apply.

## §6

### **Acceptance of Function by Arbitrator**

1. An Arbitrator shall notify the President of the Court as to whether he accepts his appointment to rule on a given case, in documentary form, within 3 Business Days from the date of receipt of the notice of appointment and information about the Parties and the subject matter of the dispute being made available to him. In the event of refusal, the

President of the Court shall immediately appoint another Arbitrator. If it is not possible to complete the arbitral panel within 15 Business Days from the filing of the Statement of Claim free of formal defects, the President of the Court shall immediately notify the Parties thereof, returning the Statement of Claim and the full amount of the fees paid.

2. When giving the consent referred to in paragraph 1 above, the Arbitrator shall at the same time make a declaration, in a document form, that he is independent and impartial, and that there are no grounds for excluding him from adjudicating the case, pursuant to §7 below, and that there is no conflict of interests on his part with respect to the Parties and the subject matter of the dispute. The statement referred to above shall be delivered to the Parties.

3. An Arbitrator shall promptly disclose to the President of the Court and to the Parties all circumstances that could raise doubts as to his impartiality or independence, including during the course of the proceedings if such circumstances come to light after the proceedings have commenced. The provisions of §7(3) below shall apply mutatis mutandis.

4. The Court shall immediately notify the Parties of the appointment of the Arbitrator or Arbitrators, indicating the Presiding Arbitrator in the case of a case to be decided by a panel of 3 Arbitrators, and shall make the case file available to the Arbitrator or Arbitrators.

## §7

### **Exclusion of the Arbitrator**

1. The Arbitrator is excluded by the Rules of Procedure:

- a. in matters in which he is a Party or has such a legal or factual relationship with one of the Parties that the outcome of the case may affect his rights or obligations;
- b. in matters concerning his spouse, relatives or affinities in the direct line, collateral relatives to the fourth degree and collateral relatives to the second degree;
- c. in cases in which he was or is the attorney or adviser of one of the Parties.

2. The grounds for exclusion shall continue even after the termination of the marriage, adoption, custody or guardianship justifying them.

3. Irrespective of the reasons referred to in paragraph 1, the President of the Court may remove an Arbitrator on his own initiative and may also remove an Arbitrator at the request of the Arbitrator or at the request of a Party if there exists a circumstance of such a kind that it could give rise to a justified doubt as to the Arbitrator's impartiality in a given case.

4. At the request of any of the Parties or on his own initiative, the President of the Court may dismiss an Arbitrator if it is evident that the Arbitrator will not perform his activities in a timely manner or if he delays in performing them without a justified reason.

5. If an Arbitrator is dismissed during the proceedings, the President of the Court shall designate another Arbitrator from the List to resolve the case. The provisions of §6 above shall apply mutatis mutandis. The actions performed so far before the Court before the exclusion of an Arbitrator shall remain valid, unless otherwise agreed by the Parties or the newly nominated Arbitrator. The Parties may, at any time or the President of the Court for important reasons, release an Arbitrator from the conduct of a case. In such a case, the provisions of § 7 shall apply mutatis mutandis.

#### **IV. THE COURSE OF THE ARBITRATION PROCEEDINGS**

##### **§9**

##### **General Provisions**

1. The Arbitrator shall ensure equal treatment of the Parties during the arbitration proceedings.
2. The Arbitrator shall give the Parties an opportunity to present their respective positions in the case, while preventing any Party from protracting the arbitration proceedings.
3. The time limits set out in the Rules of Procedure may be extended only for valid reasons, by decision of the Arbitrator or the President of the Court, as the case may be, within the scope of their powers under the Rules of Procedure. The Parties may unanimously request an extension of the time limits under the Rules of Procedure in the course of proceedings - in such case, the Arbitrator shall be bound by the Parties' request, provided that if the time limits were to be extended by a total of more than 3 months, the Arbitrator, having previously advised the Parties of such intention, may discontinue the proceedings.
4. The Arbitrator shall be bound by the Parties' concurring statements as to the facts, circumstances and, if any, their willingness to conclude a settlement as to the whole or part of the dispute. Consenting statements of the Parties must be made in the form of a qualified signature or a Trusted Signature (ePUAP) under pain of nullity. At the joint request of the Parties, the Arbitrator shall suspend the proceedings for the period indicated by the Parties. If the period of such suspensions is to exceed a total of 3 months, upon the lapse of such period, the Arbitrator may discontinue the proceedings without issuing a decision as to the subject matter of the dispute, having previously instructed the Parties of such intention.



5. In cases provided for in the Code of Civil Procedure or for other important reasons, the Arbitrator may suspend the proceedings, with the consent of the President of the Court. In such a case, the time limits set forth in the Rules of Procedure shall be suspended.

6. Unless otherwise provided in the Rules of Procedure, the Parties may not contact the Arbitrator on matters relating to the proceedings except through means of communication provided to them in connection with the proceedings.

## §10

### **Language of the case, jurisdiction of the Court and applicable law**

1. The language of the arbitration proceedings shall be Polish unless the Arbitrator decides otherwise at the joint request of the Parties.

2. If documents drawn up in a language other than the language of proceedings are submitted to the Court, they should be accompanied by a sworn translation into the language of proceedings, unless the Arbitrator decides otherwise.

3. Judgments shall be rendered in Polish.

4. The Arbitrator shall issue decisions based on the provisions of Polish law and, where the Parties have expressly authorised him to do so, on the basis of general principles of law or principles of equity. In each case, however, the Court shall consider the valid provisions of the Parties' agreement and established customs applicable to the legal relationship in question, as well as the consensual statements of the Parties. To the extent not regulated by the Rules of Procedure, the relevant provisions of the Code of Civil Procedure shall apply to proceedings before the Court.

5. In the case of disputes arising from contracts to which a consumer is a Party, the settlement of the dispute according to the general principles of law or principles of equity may not lead to depriving the consumer of the protection granted to him/her by the mandatory provisions of the law applicable to the given relationship.

6. Unless a specific provision of law provides otherwise, only the following may be the subject of disputes before the Court.

- a. disputes concerning property rights, with the exception of cases relating to maintenance;
- b. disputes concerning non-economic rights if they can be the subject of a court settlement.

## §11

### **Objections concerning the jurisdiction of the Court or the Arbitration Clause**

1. The Arbitrator shall decide on objections against the jurisdiction of the Court or the validity or scope of the Arbitration Clause based on the provisions of the Rules of Procedure and the Code of Civil Procedure.
2. The objections referred to in paragraph 1 above may be raised at the latest in the answer to the Statement of Claim. Settlement shall take place in the form of an order, before proceeding to resolve the merits of the case. If the dispute is considered by 3 Arbitrators, the decision shall be made by majority vote.
3. The Court shall take into account ex officio:
  - a. the formal requirements for the Arbitration Clause, including in particular whether the Arbitration Clause covering labour law disputes or disputes arising out of contracts to which the consumer is a Party has been drawn up in accordance with the provisions of the Code of Civil Procedure after the dispute has arisen and whether the written form has been observed; moreover, in the case of an Arbitration Clause for disputes arising out of contracts to which the consumer is a Party, does it state that the Parties are aware of the effects of the Arbitration Clause, in particular as to the legal effect of an arbitration award or a settlement reached before it on a par with a judgment of a common court or a settlement reached before a common court after they have been recognised by a common court or declared enforceable by a common court.
  - b. The jurisdiction of the Court, in accordance with §10(6) above.
4. If deficiencies are found in the scope referred to in paragraph 3(a) above, the Arbitrator shall request the Parties to supplement the Arbitration Clause, if they wish the case to be resolved by the Court, within 7 Business Days, under pain of discontinuance of the proceedings.
5. Discontinuance of the proceedings resulting from the circumstances referred to in paragraph 3 above shall be made in the form of an order issued before proceeding to resolve the merits of the case. In the event a dispute is considered by 3 Arbitrators, the decision shall be made by the Presiding Arbitrator.

## §12

### **Evidence**

1. The Arbitrator shall assess the credibility and strength of evidence according to his/her own conviction, based on a comprehensive consideration of the material gathered.

2. The Arbitrator shall assess, on the same basis, the weight to be given to a Party's refusal to present evidence or to the obstacles placed in its way contrary to the Arbitrator's decision.
3. In particular, the Arbitrator may admit evidence from documents, explanations of the Parties, testimony of witnesses, inspection and expert opinions.
4. The Arbitrator may demand that the Parties provide him with access to documents, information and other evidence not referred to in the Statement of Claim or answer to the Statement of Claim if in the Arbitrator's opinion, their contents may have a significant effect on the settlement of the case. The Arbitrator may also appoint an expert to assess the evidence or information submitted to him. The above does not imply any obligation on the part of the Arbitrator to show any evidentiary initiative.
5. If the Arbitrator admits evidence from the Parties' explanations or witnesses' testimonies, the Parties and the witnesses, respectively, shall submit their explanations or testimonies in electronic form, with a qualified signature or a Trusted Signature (ePUAP), within the time limit set by the Arbitrator. The Arbitrator shall immediately make available to the Parties the content of the explanations or testimonies referred to in the preceding sentence.
6. The Arbitrator may order the hearing to be conducted remotely if this may contribute to the efficient consideration of the case. In such a case, the statements or testimony of the Parties or witnesses shall be recorded in the form of a voice and video recording.
7. The Arbitrator may refuse to admit evidence if its invocation was possible and reasonable at the stage of filing the Statement of Claim or answer to the Statement of Claim, or if its taking is aimed at delaying the proceedings or will have no effect on the resolution of the case.
8. If the taking of evidence involves the necessity of incurring costs, the Arbitrator shall make the taking of such evidence conditional upon the payment of an advance by the Party who requests such evidence or for whom the taking of evidence may have significant consequences.

### §13

#### **Witness**

1. An application for the appointment of a witness should indicate the name of the witness, correspondence address, the e-mail address of the witness and, if possible, the telephone number of the witness, as well as the scope of the circumstances for which the witness is being called.

2. The Arbitrator shall be entitled to contact the witness directly in order to clarify any doubts about his or her testimony, provided that any facts on which the decision in the case is to be based must result from the testimony given in the form referred to in § 12(5) or § 12(6) above.

#### §14

##### **Attorneys**

1. The Parties may be represented in proceedings before the Court by attorneys.
2. An attorney may be a natural person having full legal capacity, irrespective of nationality and professional qualifications.

#### §15

##### **Experts**

1. In cases requiring special knowledge, the Arbitrator may appoint one or more experts for consultation.
2. The Claimant or the Defendant may request expert evidence in the Statement of Claim or answer to the Statement of Claim or in the course of the proceedings, respectively.
3. The opinion shall be drawn up by the expert in writing or in electronic form. Upon receipt of the expert's opinion, the Arbitrator shall provide a copy thereof to the Parties.
4. If the Arbitrator deems it necessary, the expert, having presented his opinion, shall participate in the hearing, during which the Parties may ask him questions and request explanations.
5. The fees determined by the expert for the preparation of his or her opinion shall constitute the costs of the arbitration, which shall be decided by the Court in accordance with the Rules of Procedure. The Parties may be required by the Court to make advance payments for the costs of the expert's opinion.

#### §16

##### **Security**

1. At the request of a Party which has made the claim plausible, the Arbitrator may decide to apply such security as he deems appropriate in view of the subject matter of the dispute. When issuing such a decision, the Arbitrator may make its implementation dependent on the provision of appropriate security.

2. At the request of a Party, the Arbitrator may modify or cancel a decision issued pursuant to paragraph 1 above.

## **V. DELIVERIES**

### **§ 17**

#### **Correspondence**

1. In proceedings under the Rules of Procedure, all correspondence shall be sent electronically unless otherwise provided by the Presiding Arbitrator or the Rules of Procedure for good cause.
2. Correspondence sent by e-mail shall be deemed to have been delivered at the time it is sent or posted within the Court's platform with simultaneous (automatic) notification to the addressees of the fact that the correspondence has been posted on the Court's platform.
3. In the absence of notification to the Court or the Arbitrator of a change of correspondence address or e-mail address, correspondence sent to the last correspondence address or e-mail address known to the Arbitrator or the Court shall be deemed to have been delivered.
4. For important reasons, the President of the Court or the Arbitrator may determine a different method of delivery of correspondence, notifying the Parties thereof.
5. Insofar as the proceedings are conducted on an electronic platform made available for that purpose, in connection with the initiation and conduct of the proceedings, the Parties shall be obliged to keep a proper user account on the platform available at [www.arbi3.pl](http://www.arbi3.pl) at all times, under pain of having communications placed on that platform deemed to have been delivered. The Parties are obliged to comply with the relevant Rules of Procedure of the user account of the aforementioned platform, specifying in particular the technical conditions of use. In all other cases, the Parties shall be obliged to monitor on an ongoing basis the means of electronic communication used in the proceedings (including, in particular, the relevant e-mail addresses).

### **§18**

#### **Documents addressed to the Court and the Parties**

Documents addressed by a Party to the Court shall be made available to the other Party in electronic form. A Party shall not be obliged to directly serve letters addressed to the Court also on the other Party, subject to §17(4) above.

## VI. JUDGMENTS

### §19

#### Issuing a judgment

1. When deciding a case, an Arbitrator shall issue an judgment within the meaning of the provisions of the Code of Civil Procedure.
2. If the case is decided by three Arbitrators, judgements shall be made by a majority of the members of the panel. An Arbitrator who voted against the majority position may indicate on the award next to his signature that he has filed a dissenting opinion. A statement of reasons for the dissenting opinion shall be drawn up within two weeks of the date on which the recitals to the award are drawn up and attached to the case file.
3. The decision should be in writing and include, in particular:
  - a. case reference number
  - b. the date and place of issue;
  - c. the name of each Party and its domicile or registered office, as appropriate;
  - d. name and surname of the Arbitrator or Arbitrators;
  - e. indication of the agreement between the Parties which is the basis for the Arbitrator's competence (Arbitration Clause);
  - f. settlement of the Parties' claims;
  - g. a statement of the Arbitrator's reasons for the ruling (statement of reasons);
  - h. signature of the Arbitrator or, in the event the case is heard by three Arbitrators, signatures of at least two Arbitrators, stating the reason why the signature of the third Arbitrator is missing.
4. The Court shall serve a copy of the judgment on each of the Parties by return receipt.
5. The original of the judgment shall be retained in the case file kept in the archives of the Court.
6. The provisions relating to the judgment shall apply mutatis mutandis (including to the extent relevant) to judgments or orders of the Arbitrator in the case other than the judgment.

### §20

#### Settlement

1. At any stage of the ongoing arbitration proceedings, the Parties may conclude a settlement agreement before the Arbitrator. The body of the settlement agreement shall be

incorporated into the record signed by the Arbitrator or included in a separate document forming part of the record and certified by the signatures of the Parties.

2. At the request of the Parties, the Court may give the settlement referred to in paragraph 1 above the form of a judgment.

3. If the Parties conclude a settlement agreement concerning a dispute outside of the proceedings before the Court, the content of the settlement agreement becomes binding upon the Court upon its delivery to the Court. The provisions of §21(3) shall apply mutatis mutandis to the circumstances and scope of the Settlement Agreement.

## §21

### **Decision to discontinue proceedings**

1. The Arbitrator shall issue a decision to discontinue the arbitration proceedings if:
  - a. The Claimant shall withdraw the Statement of Claim unless the Respondent objects and the Arbitrator finds that the Respondent has a legal interest in obtaining an judgment resolving the case on the merits;
  - b. The Parties unanimously request that the proceedings be discontinued;
  - c. The Parties entered into a settlement agreement as to the subject matter of the proceedings, without requesting that it be given the form of a judgment;
  - d. The Arbitrator finds that the continuation of the proceedings has become unnecessary or impossible for any other reason;
  - e. The Arbitrator determines that the proceedings before the Court are inadmissible;
  - f. Other circumstances indicated in the Rules of Procedure or in provisions by law occur.

2. In the case of proceedings in a case decided by 3 Arbitrators, the order of discontinuance shall be made by majority vote, unless otherwise stated in the Rules of Procedure.

## §22

### **Rectification, supplementation, interpretation of judgments and copies**

1. With regard to rectification, supplementation and interpretation of judgments, the provisions of Articles 1200 - 1203 of the Code of Civil Procedure shall apply mutatis mutandis.

2. Subsequent copies of the Arbitrator's judgments or orders or copies of the file of the proceedings shall be issued by the President of the Court or the Secretary of the Court,

with the authorisation of the President of the Court, at the request of a Party or authorised bodies.

## **VII. COSTS OF PROCEEDINGS**

### **§23**

#### **Amount and award of costs**

1. The amount of fees is set out in the List of Fees. The Court may also charge fees agreed with the Parties by separate agreements. The provisions of the agreements referred to in the preceding sentence shall prevail over the provisions concerning the amount of fees set forth in the List of Fees.
2. A Party should report to the Arbitrator any costs of the arbitration proceedings incurred by it. Such costs may include the Statement of Claim fee, the Party's costs of taking evidence, as well as reasonable costs of representation and legal assistance in the case.
3. A Party should attach documents confirming the incurrence of such costs to the notification referred to in paragraph 2.
4. The Arbitrator shall determine and award the costs of the arbitration to the prevailing Party from the Party that lost the case. The amount of the costs shall be determined by the Arbitrator taking into account the notification referred to in paragraph 2 and the principles of equity and economy of the proceedings.
5. The costs of the proceedings may also be mutually abolished or relatively divided between the Parties. The decision in this respect shall be made by the Arbitrator.

## **VIII. FINAL PROVISIONS**

### **§24**

#### **Confidentiality**

1. Proceedings before the Court are confidential and the Court and the Arbitrator shall strive to keep the proceedings confidential, unless otherwise required by law.
2. Neither the Arbitrator nor the Court may use or disclose information obtained in connection with the conduct of the proceedings for any purpose other than the handling of the case in the context of which the information was obtained.
3. The provision of paragraph 2 above does not preclude the Court from collecting, processing and making available statistical information, in particular for educational purposes or for improving proceedings before the Court.



§25

**General provisions**

1. These Rules of Procedure are effective as of 14 October 2022.
2. The Rules of Procedure shall be amended in accordance with the procedure set out in the Statute.
3. Unless the Parties have agreed otherwise, they shall be bound by the Rules of Procedure of the Court in force on the date of filing the Statement of Claim.
4. In matters not regulated by the Rules of Procedure, the provisions of the Civil Code and the Code of Civil Procedure shall apply.

*This protocol has been drawn up in Polish and English. In case of doubt, the Polish version shall prevail.*