

LIST OF FEES CHARGED BY ARBI3 ARBITRATION COURT

I. GENERAL PROVISIONS

1. This List of Fees (hereinafter referred to as the "List of Fees") charged by the Arbitration Court ARBI3 operating at the company Arbi3 Ltd. with its registered office in Wrocław (hereinafter referred to as the "Court") determines the amount of fees charged by the Court in connection with the commencement and conduct of proceedings.
2. The List of Fees applies as of 26 January 2024 and may be updated pursuant to the rules set forth in the Statute of the Court.
3. The Fee Schedule in its current form is available at www.arbi3.pl.

II. THE AMOUNT OF THE FEES CHARGED BY THE COURT

1. The fees charged by the Court for lawsuits processed in the ordinary course (up to 60 days) are as follows:

Gross amount in dispute (hereinafter: " AID "), rounded up to the nearest whole PLN.	Fee for a Statement of Claim in a single Arbitrator arbitration.		Fee for a Statement of Claim in Arbitration by Three Arbitrators	
	net	gross (+23% VAT)	net	gross (+23% VAT)
Less than PLN 5.000	PLN 1.000	PLN 1.230	PLN 2.000	PLN 2.460
PLN 5.000 – 10.000	PLN 2.000	PLN 2.460	PLN 3.000	PLN 3.690
PLN 10.001 – 25.000	PLN 3.000	PLN 3.690	PLN 5.000	PLN 6.150
PLN 25.001 – 75.000	PLN 5.000	PLN 6.150	PLN 10.000	PLN 12.300
PLN 75.001 – 150.000	PLN 10.000	PLN 12.300	PLN 15.000	PLN 18.450
Above PLN 150.000	8% AID	10% AID	12% AID	15% AID

Where the AID is the value of monetary claims expressed in Polish zloty (for foreign currencies, the NBP exchange rate of the day before filing the claim is used) plus an additional PLN 1,000 for each nonpecuniary claim.

2. Where the AID is the value of monetary claims expressed in Polish zloty (for foreign currencies, the NBP exchange rate of the day before filing the claim is used) plus an additional PLN 1,000 for each non-pecuniary claim.

3. The Suit Fee is subject to a reduction of 70% (calculated on the net price, after application of the increase referred to in paragraph 2 above, if applicable), rounded up to the nearest full zloty, in connection with the prior purchase of the "Prevention Clause" service, consisting of (in total):

- a. the insertion of an arbitration clause (arbitration clause) in the contract between third parties to the Tribunal;
- b. payment to the Tribunal of the fee for the "Prevention Clause", in accordance with para. 4 below, prior to the occurrence of any circumstances which are the subject of a dispute between the parties to the agreement referred to in paragraph a above, indicating in the title of the transfer: "KP Arbi3, name of the parties to the contract, date of conclusion of the contract" and, if applicable, the number of the contract if more than 1 contract has been concluded by the parties to the contract on a given day;
- c. notifying the Court of the use of the "Prevention Clause" service, using the appropriate form available on the Court's website or in the form of an email sent to KP@arbi3.pl, indicating the data referred to in point b above and indicating the VAT number of the fee payer referred to in point b above, in order to issue a VAT invoice.

4. The fees for the "Prevention Clause" service are as follows:

The gross value of the subject of the contract (hereinafter: "VSC"), rounded up to the nearest zloty.	Fee for the "Prevention Clause" service.	
	net	gross (+23% VAT)
Less than PLN 5.000	PLN 100	PLN 123
PLN 5.000 – 10.000	PLN 200	PLN 246
PLN 10.001 – 25.000	PLN 400	PLN 492
PLN 25.001 – 75.000	PLN 1.000	PLN 1.230
PLN 75.001 – 150.000	PLN 2.000	PLN 2.460

Above PLN 150.000	PLN 3.000	PLN 3.690
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Where the VSC is the sum of remuneration, expressed in Polish zloty (for foreign currencies, the NBP exchange rate of the day preceding the filing of the statement of claim is used), due under the concluded agreement to each of the parties to that agreement. In the absence of remuneration expressed in money, the VSC is the product of the total number of mutual non-monetary benefits and the amount of PLN 3,000.

5. The amount of the fee for a lawsuit shall be determined based on the Fee Schedule current at the time the lawsuit is filed, subject to the next sentence. In the case of the Precaution Clause service, if there has been a change in the Schedule of Fees after the service has been used, the amount of the fees shall be determined on the basis of the lower fees from (alternatively):

- a. The Fee Schedule current at the time of the claim;
- b. The Fee Schedule current at the time the fee referred to in paragraph 3(b) above was paid, increased by the latest inflation rate announced by the CSO for the period from the time the fee referred to in paragraph 3(b) above was paid to the time the lawsuit was filed.

If there is any doubt as to the amount of the fees, the amount of the fee must be confirmed with the Court by e-mail under pain of nullity.

6. All fees shall be paid to the Court's bank account designated by the Arbitration Court.

7. Arbitration Court may, by means of separate agreements, made in documentary form under pain of nullity, set different fee levels from those indicated in this Schedule of Fees or a different procedure for reporting the use of the "Prevention Clause" service.

This document was drawn up in Polish and English. In case of discrepancies, Polish language version shall prevail.

Approved on: 26 January 2024.