Arbitration Rules

Parties wishing to submit their dispute to an arbitration governed by the Rules of the Casablanca Mediation and Arbitration Centre may decide to include the following standard clause in their contract:

"All disputes arising out of or in connection with the present contract will be finally settled by arbitration in accordance with the CIMAC Arbitration Rules.
The seat of arbitration shall be [...]
The Tribunal shall be made up of [...] arbitrator(s), confirmed according to the Rules.
The language of the arbitration shall be [...]."

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PRELIMINARY PROVISIONS

The Casablanca International Mediation and Arbitration Centre ("CIMAC") is an arbitration centre, with its own legal personality.

The object of the Centre is to resolve, through mediation and/or arbitration, disputes that are referred to it by physical persons and legal entities (whether private or public), pursuant to contractual or statutory provisions or any other relations (whether contractual or other).

The seat of the Centre is located at Casablanca. The official languages for correspondence with the Centre are French, Arabic, English and Spanish.

Article 1 – Scope

(1.1) These rules are applicable to any arbitration arising from an arbitration agreement which provides directly or indirectly (including by reference to the arbitration rules of another arbitral institution referring to the present Rules and/or Centre) for arbitration under these rules (the "Rules"). The Rules shall apply regardless of whether the arbitration agreement was concluded before or after the dispute arose.

(1.2) Unless the Parties have agreed otherwise, the version of these Rules (which entered into force on 1 of January 2017) applicable to a dispute is the version in force on the date of the submission of the Request for Arbitration, superseding all the previous ones.

Article 2 – Definitions

In these Rules:

- "Annex" means the annexes indexed at the end of these Rules;

- "Answer" means the Respondent's answer to the Request for Arbitration;

- "Arbitral Tribunal" means the arbitral tribunal, which shall be made up of an uneven number of arbitrators;

- "Arbitration Agreement" means the arbitration clause or agreement which forms the basis of the application of these Rules;

- "Award" includes a partial, final or additional award, including on costs, other than an Order;

- "Centre" or "CIMAC" means the Casablanca International Mediation and Arbitration Center;

- "Claimant", "Respondent" and "Intervening Party" means one or more Claimants, Respondents or Intervening Parties, respectively;

- "Court" means the Court of Arbitration of the Centre;

- "Expedited Procedure" means the rapid procedure set forth in Article 43;

- "Internal Rules" means the rules provided in Annex 1 of these Rules;

- "Order" means any decision of the Arbitral Tribunal other than an Award;

- "Party" or "Parties" means the Claimants, the Respondents and the Intervening Parties and their representatives;

- "Request for Arbitration" means the initial request submitted by the Claimant in which it makes its claim(s);

- "Rules" means these Arbitration Rules;

- "Secretariat" means the secretariat of the Center;

- "Secretary General" refers to the director of the Secretariat;

- "Submission" refers to written submissions filed by the Parties at different stages in the proceedings, as provided for in these Rules.

Article 3 – Notification

All notifications are deemed to have been validly transmitted and to have been received by a Party, the Arbitral Tribunal or the Secretariat when they have been delivered by hand or sent:

- by registered mail with acknowledgement of receipt to the last known address of the addressee as communicated by the addressee;

- by e-mail or other method of communication capable of providing a proof of transmission;

- by any other legal method of notification capable of providing a proof of transmission;

- by any messaging service capable of providing a proof of transmission.

Article 4 – Calculation of Time Limits

(4.1) Time limits fixed or to be fixed pursuant to the Rules start to run on the day following the date when the notification is deemed to have been made and received pursuant to Article 3.

(4.2) Public holidays and non-working days are included in the calculation of time limits. Nevertheless, the fact that the last day of the time limit is a public holiday or non-working day in the jurisdiction of a Party concerned by the arbitration may be taken into account.

(4.3) The Court or (in certain circumstances) the Secretariat has the right to extend all time limits set in these Rules by informing the Tribunal and/or the Parties.

INITIAL PHASE OF THE PROCEEDINGS

Article 5 – Request for Arbitration

(5.1) Any party wishing to commence an arbitration under these Rules must send its request for arbitration (the "Request for Arbitration") to the Secretariat, by any means of communication, including by email, pursuant to Article 3. The Request must contain the following:

a) the full name, description, address and other contact details of each Party, as well as the identity of its authorised representative;

b) the full name, address and other contact details of all person(s) representing the Claimant in the arbitration;

c) a description of the nature and circumstances surrounding the dispute, the background of the claims and their basis;

d) an indication of the relief sought including the amounts of any quantified claims and, where possible, an estimate of the monetary value of all other claims;

e) all relevant agreements, including in particular any Arbitration Agreement(s);

f) where the claims are made on the basis of several Arbitration Agreements, an indication of the Arbitration Agreement on which each of the claims is based;

g) all relevant information and any comments or proposals concerning the applicability of the expedited procedure governed by Article 43 if a request for such a procedure has been submitted;

h) any comments or proposals on the number of arbitrators and their choice according to the provisions of Article 8 *et seq.* and accordingly require any nomination of an arbitrator;

i) all relevant information and any comments or proposals on the seat of arbitration, the applicable law and the language of the arbitration;

j) confirmation to the Secretariat that the fees fixed by Article 42.1 of the Rules in force on the date of the commencement of the arbitration have been paid or that they are attached to the Request;

k) confirmation to the Secretariat that copies of the Request for Arbitration (and all supporting documents) have been served simultaneously to all other Parties to the arbitration, in addition to the details of the method of transmission.

(5.2) The date of receipt of the Request for Arbitration by the Secretariat is deemed to be that of the commencement of the Arbitration.

Article 6 – Answer to the Request for Arbitration; Counterclaim

(6.1) The Respondent must submit an answer (the "Answer") to the Secretariat by any method of communication allowed by Article 3 within thirty (30) days from receipt of the Request for Arbitration. The Answer must contain:

a) its name, description, address and other contact details;

b) the name, address and other contact details of any person(s) representing the Respondent in the arbitration;

c) a description of the factual background of the dispute giving rise to the claims;

d) the Respondent's position on the relief sought by the Claimant;

e) any jurisdictional objections it intends to raise, and any defences;

f) any observations or proposals on the possible applicability of the expedited procedure set out at Article 43;

g) any observation or proposal on the number of arbitrators and their selection in light of the proposals made by the Claimant, in accordance with Articles 8 *et seq.*, and (where required) the nomination of an arbitrator;

h) any observation or proposal on the seat of arbitration, the applicable law and the language of the arbitration;

i) confirmation to the Secretariat that copies of the Answer (and all supporting documents) have been or are being simultaneously served on any other parties, and an indication as to the method of transmission.

(6.2) The Secretariat may grant an extension of the time limit for the Respondent to submit its Answer, provided the request for an extension contains the Respondent's observations and proposals on the number of arbitrators and, if required by Article 10 *et seq*., the nomination of an arbitrator. Failing that, the Court will proceed with an appointment in accordance with these Rules.

(6.3) As far as possible, all counterclaims made by the Respondent must be made in the Answer and contain the information listed in Article 5.1. Where there is no Answer to the Request for Arbitration, the Respondent is not deemed to have waived its right to make counterclaims, subject always to Article 18. Where the Arbitration Agreement provides for the appointment of arbitrators by the Parties, the Respondent will be deemed to have waived that right where it has not provided an answer or appointed an arbitrator within the required time limit.

(6.4) Once the Secretariat has notified any Answer and any counterclaims to the Claimant, the Claimant may submit a reply to the counterclaims within thirty (30) days from receipt of the Answer and any counterclaims. The Secretariat may extend this time limit.

THE ARBITRAL TRIBUNAL

Article 7 – Constitution of the Arbitral Tribunal – General Provisions

(7.1) The Arbitral Tribunal shall be constituted according to the provisions of Article 7 *et seq.*

(7.2) All arbitrators must be and remain impartial and independent of the Parties throughout the arbitral proceedings.

(7.3) In accepting his or her mission, an arbitrator undertakes to complete it in accordance with the Rules, subject to the exceptions provided for in Article 13 below.

(7.4) Before his or her appointment, a prospective arbitrator must sign a declaration of acceptance, availability, impartiality and independence. The arbitrator must disclose to the Secretariat in writing any facts or circumstances that are likely to create reasonable doubts relating to his or her impartiality or independence. The Secretariat shall communicate this information to the Parties in writing and shall fix a time limit in which they may present any observations.

(7.5) During the Arbitration, and as soon as they become aware of them, an arbitrator must notify immediately and in writing the Secretariat and the Parties of any facts or circumstances of the type described in the preceding paragraph relating to his or her impartiality or independence, which may have arisen after his or her declaration.

(7.6) The Court shall decide on the appointment, challenge or replacement of an arbitrator, and its decision shall be final. The challenge or replacement does not invalidate the proceedings or Award.

Article 8 – Number of Arbitrators

(8.1) Disputes will be determined by one arbitrator or by more arbitrators in an uneven number.

(8.2) Where the Parties have not agreed on the number of arbitrators, the Court will decide on the matter.

Article 9 – Sole Arbitrator

Where the Parties have agreed, or the Court has decided, that the dispute will be settled by a sole arbitrator, the Parties may agree to nominate one subject to confirmation by the Court pursuant to Article 11. In the absence of such an agreement of the Parties within thirty (30) days from receipt of the notification of the Request for Arbitration by the Respondent, or any other time limit set by the Secretariat, the power to appoint the sole arbitrator shall be transferred to the Court. This time limit may be shortened pursuant to the procedure set forth in Article 43.

Article 10 – Three Arbitrators

(10.1) Where the Parties have agreed in the Arbitration Agreement that the dispute will be settled by three arbitrators, each Party shall nominate an arbitrator, in the Request for Arbitration and Answer respectively. Where one of the Parties fails to do so, the appointment will be made by the Court in accordance with these Rules.

(10.2) Where the Court has decided that the dispute will be settled by three arbitrators, and subject to any agreement between the Parties and to confirmation by the Court pursuant to Article 11, the Claimant must nominate an arbitrator within fourteen (14) days from the receipt of notification of the Court's decision, and the Respondent must nominate an arbitrator at the latest within fourteen (14) days from receipt of notification of the Claimant's nomination. Where a Party fails to nominate an arbitrator, the arbitrator will be appointed by the Court.

(10.3) Where the dispute is submitted to three arbitrators, the third arbitrator, acting as the President of the Arbitral Tribunal, will be appointed by the Court, unless the Parties have agreed to another procedure, in which case the President nominated by the Parties must be confirmed according to Article 11. If the Parties have agreed to another procedure but no nomination has been made within thirty (30) days from the appointment of the co-arbitrators or any other time limit agreed by the Parties or determined by the Court, the third arbitrator will be appointed by the Court.

(10.4) Where there are multiple Claimants or Respondents, and where the dispute is submitted to three arbitrators, the group of

Claimants jointly, and the group of Respondents jointly, will each nominate a co-arbitrator, subject to confirmation according to Article 11 and to any other agreement between the Parties.

(10.5) In the absence of a joint nomination pursuant to Article 10.4 and subject to any other agreement between the Parties on the constitution of the Arbitral Tribunal, the Court may appoint each of the members of the Arbitral Tribunal, including the president, notwithstanding any nomination made by the Parties. In such a case, the Arbitration Agreement is deemed to be a written agreement between the Parties pursuant to which the appointment of the Arbitral Tribunal shall be within the competence of the Court.

Article 11 – Confirmation and Appointment of an Arbitrator by the Court

(11.1) Any arbitrator, whether nominated by one or more Parties, must be confirmed by the Court. Any arbitrator must also be confirmed when his or her nomination has been made pursuant to a procedure other than that provided for in Articles 9 and 10. Where there are more than one arbitrator, the confirmation of the nomination of the co-arbitrators will take place simultaneously.

When appointing an arbitrator, the Court shall take into account the arbitrator's independence and impartiality, his or her availability, his or her ability to conduct the arbitration in the language of arbitration and any other factor that may be relevant to the efficient resolution of the dispute.

(11.2) Provided that the declaration submitted by an arbitrator does not contain any reservation about his or her independence or impartiality or if a declaration with reservation gives rise to no objection, the Secretariat, on the Court's behalf, may confirm as co-arbitrator, sole arbitrator or president of the Arbitral Tribunal persons nominated by the Parties. The Secretariat must nevertheless inform the Court of this at its next session.

(11.3) Where there has been no nomination of an arbitrator, the Court shall appoint him or her directly.

Where the Court appoints an arbitrator, it shall take account, among other things, of his or her nationality, of his place of residence and of any other connections with the countries from which the Parties and the other arbitrators (if any) come, as well as his or her availability and ability to conduct the arbitration in accordance with the Rules.

When the Court appoints a sole arbitrator or the president of the Arbitral Tribunal, he or she shall be of a different nationality from that of the Parties, except where the Parties are of the same nationality. Nevertheless, if justified by the circumstances and where none of the Parties objects within a time-limit set by the Court, the sole arbitrator or president of the Arbitral Tribunal may be a national of the same country as one of the Parties.

Article 12 – Challenge of an Arbitrator

(12.1) Any Party may challenge an arbitrator in the manner set out in this Article. A challenge, for alleged lack of impartiality or independence or for any other valid reason, must be made to the Secretariat by submission of a written request specifying the facts and circumstances on which the challenge is based.

(12.2) Such request must be submitted by a Party either within thirty (30) days of receipt of the notice of appointment of the arbitrator, or within thirty (30) days of the date on which the Party making the challenge was informed, or should have known, of the facts and circumstances on which it relies on in its challenge, where that date is after the receipt of the above mentioned notice.

(12.3) The Court shall rule on the admissibility simultaneously, where applicable, with its ruling on the merits of the challenge, once the Secretariat has communicated the challenge request to the arbitrator concerned, the other Parties and any other member of the Arbitral

Tribunal, and has given them the opportunity to submit written observations within a reasonable time limit. Such observations will be communicated to the Parties and the arbitrators.

Article 13 – Replacement of an Arbitrator

(13.1) An arbitrator shall be replaced in case of death, resignation, challenge or where a joint request from all the Parties is accepted by the Court.

(13.2) An arbitrator may also be replaced on the Court's own initiative where it decides that the arbitrator is no longer able to fulfil his or her mandate, in law or in fact, or that the arbitrator is not fulfilling the mandate in accordance with the Rules or within the required time limits.

(13.3) Where, on the basis of information brought to its attention, the Court considers applying this Article, it must inform the Parties and the Arbitral Tribunal and must decide only after the concerned arbitrator, the Parties and, where appropriate, the other members of the Arbitral Tribunal have had the opportunity to submit their written observations. Such observations will be sent to the Parties and the arbitrators.

(13.4) Where an arbitrator is replaced, the Court shall decide in its discretion whether to follow the initial confirmation procedure. Once reconstituted, the Arbitral Tribunal shall decide, after inviting the Parties to submit their comments, whether and to what extent the prior proceedings shall be resumed.

Article 14 – Principle of Competence-Competence and Jurisdictional Objections

(14.1) The Arbitral Tribunal has the power to rule on its own jurisdiction, including in respect of any objection relating to the existence, validity, scope, effectiveness or scope of application of the Arbitration Agreement.

(14.2) In accordance with the general rule stated in Article 30, an objection to jurisdiction must be raised at the latest in the Answer to the Request for Arbitration. Otherwise, the Parties will be deemed to have waived the right to object to the jurisdiction of the Arbitral Tribunal.

THE ARBITRAL PROCEEDINGS

Article 15 – Transmission of the File to the Arbitral Tribunal

The Secretariat shall transmit the file to the Arbitral Tribunal as soon as it has been constituted, provided the fees requested by the Secretariat at this stage have been paid, pursuant to Article 42.

Article 16 – The Parties and their Representatives

(16.1) The Parties may be represented by the persons of their choice, including by counsel (whether external or otherwise).

(16.2) The Arbitral Tribunal or the Secretariat reserves the right at all times during the arbitral proceedings, on its own initiative or at the request of a Party, to request a Party to provide evidence of the power conferred on its representative(s).

(16.3) A Party's change of counsel in the course of the proceedings must not prejudice the proper conduct of the arbitration or the efficiency of the proceedings. Any such change envisaged by a Party must be notified as quickly as possible to the other Parties, to the Arbitral Tribunal and to the Secretariat.

(16.4) Such a change – or addition –will only take effect subject to the agreement of the Arbitral Tribunal, which may refuse such a change where it would compromise the composition of the Arbitral Tribunal, the issuing of an Award and its finality. In any event, the Arbitral Tribunal shall take account of the following considerations in deciding whether to agree to such a change: the principle that all parties should be entitled to be represented by the representatives of their choice; the state of advancement of the proceedings; the efficiency

resulting from maintaining in place the Arbitral Tribunal in its current composition; and the costs and delay that would result from such a change.

(16.5) All Party representatives undertake to respect the Rules and in particular Article 20. They are expected to act in a cooperative and non-dilatory manner.

Article 17 – Seat and Language of the Arbitration

a) Seat of Arbitration

(17.1) In the absence of an agreement by the Parties, the seat of arbitration shall be Casablanca in Morocco, subject to any circumstances that the Court may take into account in choosing another more appropriate seat of arbitration.

(17.2) Notwithstanding the seat of arbitration, the Arbitral Tribunal may, unless the Parties agree otherwise, conduct hearings and meetings in any other place it deems appropriate in the interests of efficiency, and that shall have no effect on the seat of the arbitration or the validity of the proceedings.

(17.3) The Arbitral Tribunal may meet to deliberate in any place that it considers appropriate, without any physical meeting being necessary and without affecting the seat of arbitration or the validity of the proceedings.

b) Language of the Arbitration

(17.4) In the absence of an agreement between the Parties on the language of the arbitration (whether in the Arbitration Agreement or in a separate instrument concluded subsequently), the Court shall determine the language of the arbitration based on the circumstances of the case, from the following four languages: French, Arabic, English and Spanish.

(17.5) The Arbitral Tribunal may, if it considers it necessary, request that all documents produced in the course of the arbitral proceedings be translated into the language of the arbitration.

Article 18 – Amendments to Claims or Defences

During the arbitral proceedings, and absent any agreement by the Parties to the contrary, no Party may complete or amend its claims/defences and/or counterclaims, unless the Arbitral Tribunal authorises it and considers such amendment to be appropriate in view of its nature, the lateness of its submission, because of the prejudice it may cause to another Party or for any other reason. In any event, such an amendment cannot be authorised if it would have the effect of excluding a request from the jurisdiction of the Arbitral Tribunal.

Article 19 – Time-Limits and Duration of Proceedings

(19.1) After having consulted the Parties, the Arbitral Tribunal shall draw up the provisional procedural timetable of the arbitration at a procedural meeting, taking Articles 20 to 30 into account. This procedural meeting may be held by telephone, by videoconference or in person. The procedural calendar must be fixed and communicated to the Secretariat within one month after the transfer of the file to the Arbitral Tribunal pursuant to Article 15. The Arbitral Tribunal may, if necessary, amend this timetable during the proceedings.

(19.2) Time limits fixed by the Arbitral Tribunal for the submission of pleadings should not exceed forty-five (45) days. However, these time limits may be modified by the Arbitral Tribunal, of its own initiative or at the request of the Parties, if it deems it justified by the circumstances.

Article 20 – General Procedural Principles and Conduct of the Arbitration

(20.1) The arbitral proceedings are governed by the Rules and, where these are silent on a point, by the rules chosen by the Parties or (otherwise) by the Arbitral Tribunal, whether or

not by reference to national procedural legislation applicable to the arbitration.

(20.2) In any event, the Arbitral Tribunal shall conduct and administer the proceedings fairly and impartially, respecting and ensuring respect for the principle of due process.

(20.3) The Arbitral Tribunal and the Parties shall act swiftly and efficiently in conducting the proceedings. They shall take account of the principle of proportionality between the amount at stake and the corresponding cost of the arbitration.

(20.4) In all circumstances, the Parties and their representatives shall act in good faith and fairly. If they do not do so, the Arbitral Tribunal shall have the right to take all measures, including by Order, in order to ensure the respect of these principles, and to take this into account in the determination and allocation of the costs of the arbitration.

(20.5) The Parties undertake to comply with all Orders rendered and any other measures taken by the Arbitral Tribunal.

(20.6) The fact that one of the Parties, duly notified, refuses or abstains in any way from participating in the arbitration, whatever the reason or stage, and in whatever way, will not cause the arbitration to terminate. Similarly, the non-participation of a Party in the arbitral proceedings from the commencement of those proceedings shall not obstruct or prevent such proceedings from continuing to their end .

Article 21 – Interim and Conservatory Measures

(21.1) Unless the Parties agree to the contrary, the Arbitral Tribunal may, upon its constitution and at the request of one of the Parties, order any interim or conservatory measures it deems appropriate.

(21.2) The Arbitral Tribunal may subject its measures to the provision of security by the requesting party.

(21.3) The Arbitral Tribunal may, at the request of one of the Parties or of its own initiative, amend, suspend or cancel an interim or conservatory measure that it has granted.

(21.4) The power of the Arbitral Tribunal to grant interim or conservatory measures does not prevent the Parties, whether or not the Arbitral Tribunal has been constituted, from requesting a national court to take such measures or to order the enforcement of a measure taken by the Arbitral Tribunal, where justified by the circumstances. Such requests do not prevent the application of the Arbitration Agreement and are not deemed to waive it.

Article 22 – Pleadings and Submissions

Save where otherwise agreed by the Parties, the written phase of the proceedings shall take place in the following way, subject to modification by the Arbitral Tribunal depending on the requirements of the arbitration and specifically of Article 19.2.

a) Statement of Claim

(22.1) Except where the Arbitral Tribunal provides for an extension pursuant to Article 19.2, the Claimant shall submit its statement of claim (the "Statement of Claim") to the Arbitral Tribunal and the Respondent within forty-five (45) days of the fixing of the procedural calendar. The Request for Arbitration provided for in Article 5 may act as the Statement of Claim.

(22.2) The Statement of Claim must contain, in particular:

- the names and contact details of the Parties and, as the case may be, of their representatives;

- a description of the facts;

- all claims and relief requested from the Arbitral Tribunal;

- a quantification of the claims, insofar as possible;

- all legal bases and arguments brought forward in support of the claims;

- all sources, documents and evidence on which the Claimant bases its claims and allegations.

b) Statement of Defence

(22.3) Within a maximum of forty-five (45) days from the notification of the Statement of Claim, subject to any extension granted by the Arbitral Tribunal, the Respondent shall send to the Arbitral Tribunal and to the Claimant its statement of defence (the "Statement of Defence"). It must contain at least elements similar to those referred to in Article 22.2 and/or responding to those set out in the Statement of Claim, and any potential counterclaim(s). The Answer provided for at Article 6 may act as the Statement of Defence.

c) Statement of Reply and Rejoinder

(22.4) Unless the Arbitral Tribunal considers it unnecessary, a second exchange of pleadings shall take place within a maximum of forty-five (45) days from the service of the Statement of Defence as regards the statement of reply by the Claimant (the "Statement of Reply") and thirty (30) days at the latest from the Statement of Reply for the statement of rejoinder by the Respondent (the "Statement of Rejoinder"), unless extended by the Arbitral Tribunal.

Article 23 – Documentary and Witness Evidence

The Arbitral Tribunal shall establish the relevant facts by deciding (in its own discretion) on the admissibility, relevance and probative value of the evidence presented.

Article 24 – Document Production

(24.1) The Arbitral Tribunal may, in the absence of an agreement by the Parties to the contrary, at any time during the proceedings that it considers to be appropriate, ask the Parties to produce documents, exhibits, or any other items, within the time limit that it shall indicate. It may, when it considers it necessary, ask the Parties to produce the originals of exhibits or documents on which the Parties rely.

(24.2) The Arbitral Tribunal may decide to implement a phase specifically dedicated to the production of documents, in particular following the filing of the Statements of Claim and Defence but before the filing of the Statements of Reply and Rejoinder.

(24.3) Document production requests must be limited, reasonable, and proportionate. These requests must be specific and precise, and the documents requested must be clearly identified and directly relevant to the outcome of the dispute. Finally, the requesting Party must establish that the Party from which the documents are requested is likely to have them in its possession, custody or control and that the production of the said documents shall not be excessively onerous for this Party. The Party to whom the production request is addressed may object to produce a particular document, for example by relying upon its confidentiality. The Arbitral Tribunal shall decide on the admissibility and validity of such an objection.

(24.4) The Parties undertake to produce the documents requested within the time limit set, and according to a method agreed between the Parties and, if necessary, under the supervision and with the intervention of the Arbitral Tribunal.

Article 25 – Witnesses and Experts Appointed by the Parties

The Parties are free to present any person as a witness to a question of fact or as an expert. Each witness statement or expert report shall be presented to the Arbitral Tribunal in a written document duly signed by the person concerned and certifying its accuracy and truthfulness, and in the case of an expert his or her independence.

Article 26 – Tribunal-Appointed Experts

(26.1) The Arbitral Tribunal may, if it considers it necessary, and after consulting the Parties, appoint one or more experts, define their mandate(s) and receive their reports.

(26.2) The Parties are required to provide to the expert or experts appointed by the Arbitral Tribunal any relevant document, product, sample, information, etc. that may be required by the expert or by the Arbitral Tribunal insofar as they are within the possession, custody or control of the Parties.

Article 27 – Hearing

(27.1) Subject to agreement by the Parties to the contrary, to Article 27.5 and to Article 43, any Party is entitled to require that a hearing be held.

(27.2) Subject to Article 27.1, the Arbitral Tribunal may decide not to hold a hearing, if it considers that one is not necessary in the circumstances of the case. The Arbitral Tribunal may decide in its sole discretion and/or at the request of the Parties or according to their agreement, to hold the hearing over one or more days or, according to the case, to hold one or more hearings during the proceedings. It shall organise the procedure for the hearing in its sole discretion, respecting due process.

(27.3) The Parties shall submit to the Arbitral Tribunal, sufficiently before the hearing, a list of the witnesses and experts who have submitted written statements whom they wish to call, indicating their identity, and the purpose and relevance of their testimony. The Arbitral Tribunal may decide, if it considers it necessary, to hear or not hear the witnesses and experts proposed by the Parties.

(27.4) Witnesses and experts shall be questioned during the hearing by the Parties. The Arbitral Tribunal may also ask questions at any time.

(27.5) Even when only one Party requests the holding of a hearing, the procedure for such a hearing shall be agreed between the Parties. The Arbitral Tribunal shall ultimately determine its limits and its framework.

(27.6) The hearing shall be subject to an audio recording and, if the Parties so wish and/or the Arbitral Tribunal so decides, a typewritten transcript.

(27.7) Depending on the circumstances of the dispute, the Arbitral Tribunal may, at the request of the Parties or on its own initiative, invite them to submit, within a maximum of thirty (30) days following the hearing or the receipt of the transcript of the hearing, post-hearing briefs ("Post-Hearing Briefs"), containing, in particular:

- a summary of the facts, in particular in light of the testimony heard during the hearing;

- the most relevant matters presented during the hearing;

- a development of the arguments raised in support of the claims, in particular in light of the testimony heard during the hearing;

- answers to any questions raised by the Arbitral Tribunal.

(27.8) The Arbitral Tribunal may invite the Parties to submit a summary of the costs incurred by the Parties for the purposes of the arbitration, within no more than forty-five (45) days following the hearing or receipt of the transcript of the hearing, if there is one.. The summary of costs should be included with the last Post-Hearing Brief of each Party if the Arbitral Tribunal orders the filing of Post-Hearing Briefs.

Each Party shall provide documents to support its claim for costs, such as to prove the reality and the amount of such costs.

Article 28 – Closing of the Proceedings

(28.1) Following the hearing or the submission of any Post-Hearing Briefs, and in any event when the Arbitral Tribunal considers that the case has been sufficiently examined, it shall close the proceedings by way of an Order, and inform the Secretariat of this. The Secretariat may indicate a provisional date on which the Award shall be issued.

(28.2) The Arbitral Tribunal may, if it considers it necessary in the circumstances of the case, decide to reopen the proceedings at the request of one of the Parties or on its own initiative..

Article 29 – Applicable Substantive Law – Amiable composition

(29.1) The Parties are free to choose the rules of law that the Arbitral Tribunal shall apply to the merits of the dispute. In the absence of such a choice, the Arbitral Tribunal shall determine and apply the rules of law that it considers appropriate in light of the circumstances of the case.

(29.2) In any event, the Arbitral Tribunal shall take into account the provisions of the relevant contract or contracts and all relevant commercial usages and, where appropriate, the rules and principles of international law.

(29.3) The Arbitral Tribunal shall decide as an *amiable compositeur*, or in equity, only if the Parties have expressly agreed to grant it such powers.

Article 30 – Waiver of Right to Object

Any Party that pursues the arbitration without promptly raising objections to the failure to respect any provision of the Rules, of rules decided by the Arbitral Tribunal or any provision contained in the Arbitration Agreement, and more generally any circumstance that could give rise to an objection, of which it had or ought to have had knowledge, is deemed to have waived its right to object, unless that Party shows that the failure to object was justified.

MULTIPLE CONTRACTS, CONSOLIDATION AND INTERVENTION

Article 31 – Multiple Contracts

Where several claims are made based on several Arbitration Agreements, the arbitration may commence, to the extent possible, if

a) the Arbitration Agreements under which the claims are made are compatible; and

b) all parties to the arbitration have agreed that such claims should be decided in a single arbitration.

The decision taken by the Secretariat on this question does not in any way prejudice the final decision of the Arbitral Tribunal, once it is constituted, concerning its own jurisdiction.

Article 32 – Consolidation

(32.1) Where an Arbitral Tribunal is already constituted, the Court may authorise, at the request of one of the Parties and after consultation with the Parties and the Arbitral Tribunal, the consolidation of the arbitration that has already been commenced with one or more arbitrations which are subject to the Rules and in which no arbitrator has yet been confirmed or appointed, if:

- the Parties to the matters have agreed to the consolidation of the proceedings; or

- a single Arbitration Agreement has given rise to all of the claims; or

- the claims, even though they are made under separate Arbitration Agreements, involve the same Parties, even if they are not identical, and relate to disputes arising out of the same legal relationship between the Parties.

(32.2) The Party making this request shall notify the Secretariat and all of the Parties as well as the Arbitral Tribunal that has already been constituted.

(32.3) The Court shall decide whether to join the proceedings depending on the circumstances of the case (including the compatibility of the arbitration agreements) and in order to achieve procedural efficiency and consistency.

(32.4) In the event of consolidation, the arbitration proceedings shall be consolidated into the proceedings that were commenced first, unless otherwise agreed by the Parties or justified by other circumstances.

(32.5) In the event of consolidation, the Parties are deemed to have waived their right to nominate an arbitrator and the Court reserves the right to revoke the appointment or confirmation of arbitrators. In this situation, the Court shall appoint the members of the Arbitral Tribunal.

The revocation of an arbitrator pursuant to this Article shall be without prejudice to:

- Decisions previously issued by him or her;

- His or her fees for the work he or she has already performed and which the Court shall fix in its discretion pursuant to Article 42 of these Rules.

Article 33 – Intervention

(33.1) Before any arbitrator has been confirmed or appointed, a request to intervene may be made to the Secretariat. The Secretariat may fix a deadline for the submission of a request for intervention.

An intervention may be forced (where a Party requests to include a new party in the arbitration) or voluntary (where a new party spontaneously requests to join the arbitration).

(33.2) Once the Arbitral Tribunal has been constituted, it may decide on its own jurisdiction with respect to the intervening party and accordingly decide on the request for intervention. However, no request for forced intervention may be made after the confirmation or appointment of an arbitrator, unless all parties, including the intervening party, have agreed otherwise.

(33.3) In all cases, the request for intervention shall be submitted to the Secretariat and must contain:

- any relevant matters concerning the existing proceedings, including any agreement by the intervening party as to a joint nomination of an arbitrator, including one of the arbitrators already nominated by one of the Parties;

- the names and contact details of the Parties, including those of the intervening Party;

- the contract on which the dispute is based, as well as the one on which the request for intervention is based, if it is different from the former;

- the Arbitration Agreement, if it is not included in the relevant contract, as well as arguments justifying why the intervening Party should become a party to the arbitration already commenced;

- a summary of the facts and circumstances justifying the intervention;

- the legal arguments upon which the request for intervention is based;

- the substantive claims, including cross-claims against any Party, whether claimant or respondent, subject to Article 18.

(33.4) The Parties may present, within ten (10) days following the service of the request for intervention, their observations relating to that request, as well as any new request, including cross-claims against any Party, whether claimant or respondent subject to Article 18.

(33.5) The Arbitral Tribunal shall decide on the request in light of the circumstances of the dispute and of the Parties to the arbitration, including those of the intervening Party, in

determining whether the intervening Party is bound to the other Parties to the arbitration by an Arbitration Agreement providing for the application of these Rules.

THE AWARD

Article 34 – Time Limit for Rendering the Award

(34.1) The Arbitral Tribunal shall submit a draft Award to the Secretariat within three (3) months of the date of the closing of the proceedings pursuant to Article 28.

(34.2) The Court may extend this time limit, if it deems it necessary. The Parties must be informed of any such extension.

(34.3) Upon receipt of the Award, the Court shall fix the costs of the arbitration and invite the Arbitral Tribunal to take this amount into account in its Award.

(34.4) The mandate of the Arbitral Tribunal terminates upon the publication of the final Award, which brings to an end the arbitral proceedings, subject to Article 39.

Article 35 - Type of Award

The Arbitral Tribunal may render one (or more) Award(s), including preliminary, interim, partial, additional, on the costs or final, depending on whether the dispute has been divided into several phases or not, and shall do so pursuant to Articles 36 *et seq*.

Article 36 - Form and Contents of the Award

(36.1) The Award shall be in writing and shall be reasoned.

(36.2) Where there is more than one arbitrator, the Award shall be rendered by a majority. Absent a majority vote, the President of the Arbitral Tribunal shall decide on his or her own.

(36.3) The Award may be signed at a place that is different from the seat of the arbitration. However, the Award shall be presumed to have been rendered at such seat and at the date mentioned therein.

(36.4) The Award shall be signed by all members of the Arbitral Tribunal, or, if applicable, by the majority thereof.

(36.5) The Award shall necessarily contain the following elements:

- a reference to the Rules applicable to the arbitration and the name of the Center;

- the surname, first names, full titles and description of each of the Parties and of all persons that have represented the Parties in the arbitration;

- the names and full titles, and full contact details of the arbitrator or arbitrators;

- the date of the Award, the place of the arbitration and the necessary signatures;

- the text of the relevant Arbitration Agreement (or Arbitration Agreements);

- a summary of the proceedings;

- a description of the facts and of the dispute;

- a description of the main claims and/or counterclaims, as well as the defences;

- the reasons for the decision and the decision itself;

- the seal of CIMAC.

Article 37 – Fixing and Allocation of Costs

(37.1) The costs of the arbitration shall include the fees and expenses of the arbitrators, the administrative fees of the Center, the fees and expenses of any experts appointed by the Arbitral Tribunal, and all other costs incurred by the Parties for the purpose of defending their positions in the proceedings, as well as any

other expenses incurred in relation to the arbitration.

(37.2) Unless otherwise agreed by the Parties, the Arbitral Tribunal shall fix the costs of the arbitration, either in the final Award or in a separate Award, which must be duly reasoned.

(37.3) The Arbitral Tribunal shall have sole discretion regarding the allocation of costs. Where it decides on the costs of the arbitration, the Arbitral Tribunal may take into account any circumstances it deems relevant, and in particular:

- the importance given by the Parties to each of their claims and/or defences and the outcome of each of these as decided by the Arbitral Tribunal in the Award or more generally in the arbitration;

- the factual and/or legal complexity of the matter;

- the reasonableness and/or proportionate character of the costs incurred and the evidence submitted by the Parties in light of the complexity of the matter and/or the amounts in dispute;

- the behaviour of each of the Parties during the Proceedings, in particular in light of the degree of cooperation shown by the Parties, of the number of applications made by them and more generally of their respect for the principles set out at Article 19.

Article 38 – Effects of the Award

(38.1) The Award is final and binding upon the Parties as soon as it is rendered.

(38.2) The Parties hereby irrevocably waive all rights of challenge that they can legally waive, including any right of appeal, and undertake to comply with any Award rendered by the Arbitral Tribunal and to carry it out without delay.

Article 39 – Interpretation and Correction of the Award

(39.1) The Arbitral Tribunal may, of its own motion or at the request of one of the Parties, interpret its Award or correct any material error, whether of calculation or of a typographical nature, or any similar error affecting the award that it has rendered.

(39.2) Any request by one of the Parties for correction of an error referred to in Article 39.1 or for interpretation of the Award shall be submitted to the Secretariat within thirty (30) days of the notification of the Award to the Parties. Upon transmission of the request to the Arbitral Tribunal, the former shall grant to the other Party a short time limit, not exceeding thirty (30) days after receipt of the request by that Party, for that Party to submit its comments. The Arbitral Tribunal shall submit its draft ruling concerning that request to the Court thirty (30) days, at the latest, after the expiration of the time limit fixed for the other party to submit its comments or within any other time limit fixed by the Secretariat.

(39.3) The correction (or interpretation), if it is granted, shall be the subject of an *addendum* that shall be an integral part of the Award.

Article 40 – Notification and Safekeeping of the Award

(40.1) The Secretariat shall notify the Award to the Parties in accordance with Article 3 of the Rules. One original will be delivered to each of the Parties and to each of the members of the Arbitral Tribunal, and the Secretariat will keep one original.

(40.2) The interim, partial or final Award shall be deposited if the applicable law so requires.

(40.3) The Secretariat shall keep an original version of the Award in its archives for ten (10) years. The Parties may, during this period, ask that the Secretariat deliver to them a certified copy of the Award, subject to payment of the corresponding costs.

Article 41 – Settlement by the Parties

(41.1) The Parties may settle their dispute at any time during the proceedings. In such case, the Arbitral Tribunal, if it is already constituted, shall order the closing of the arbitral proceedings in such a manner as it sees fit. The settlement may result in a consent Award, after the Arbitral Tribunal has had an opportunity to verify that such an Award does not breach public order or the rights of third parties.

(41.2) In any case, the Arbitral Tribunal shall remain, regardless of the state of advancement of the proceedings, alert to the possibility of an amicable settlement of the issues in dispute and of the dispute itself, in particular by way of mediation, of the Center's mediation rules and of Article 46.

COSTS

Article 42 – Costs and Fees

(42.1) Any Request for Arbitration submitted to the Secretariat in accordance with the Rules must be accompanied by a registration fee of two thousand (2,000) Euros or the equivalent thereof. This payment is non-refundable and shall be set against the Claimant's share of the advance on costs of the arbitration.

(42.2) The Claimant shall make a provisional payment to the Center before the Secretariat transmits the file to the Arbitral Tribunal, in order to cover the fees and expenses of the Arbitral Tribunal as well as the administrative costs of the Center at the beginning of the proceedings. This provisional payment shall be fixed by the Secretary General. This provisional payment shall be treated as a partial payment by the Claimant of the advance on costs of the arbitration as determined by the Court pursuant to Article 42.3.

(42.3) The Court shall determine, as soon as possible, the advance so as to cover the fees and expenses of the Tribunal as well as the administrative fees for the proceedings corresponding to the requests filed with the Tribunal by the Parties.

(42.4) Subject to the provisions of Article 42.6 of the Rules, claims made by an intervening party shall be deemed, for the purposes of the fixing of the advance, to form part of the claims of the Claimant or those of the Respondent.

(42.5) The advance fixed by the Court pursuant to Article 42.3 is due by the Claimant and Respondent in equal shares. Nevertheless, a Party may pay the whole advance if the other Party fails to pay its share.

(42.6) In the event that a counterclaim or an additional claim by an intervening party is made, the Court may, at the request of one of the Parties, fix separate advances for the main claim, the counterclaim and the additional claim of the intervening Party. Where separate advances are fixed, each party must pay the advance corresponding to its claim, additional claim or counterclaim. The Arbitral Tribunal shall decide only on claims for which the relevant advance has been paid.

(42.7) The amount of the advance fixed by the Court may be either increased or decreased during the course of the arbitration, depending on the circumstances and in order to take account of the evolution of the actual costs of the arbitration.

(42.8) When a request for payment of an advance is not satisfied, the Court may, after inviting the other Party to pay and after consulting the Arbitral Tribunal, invite it to suspend its activities and fix a deadline of at least fifteen (15) days, following which the claim to which the advance relates may be deemed to have been withdrawn. If the Party in question wishes to object to this, it must promptly request that the matter be decided by the Court. In any event, such a withdrawal shall not deprive a party of its right subsequently to reintroduce the same claim or counterclaim in another arbitration.

MISCELLANEOUS

Article 43 – Expedited Procedure

(43.1) By derogation from the standard procedure described in the Rules, and subject to a contrary agreement by the Parties, the Court may decide to opt for a faster procedure known as the "Expedited Procedure". The choice of the Expedited Procedure may in particular be justified where the amounts in dispute do not exceed the equivalent of two hundred thousand (200,000) Euros or by other circumstances of the dispute. This possibility is only available for disputes made under an Arbitration Agreement signed after the entry into force of the present Rules and implies an express waiver of the right to a hearing provided for in Article 27.1.

(43.2) Where the Expedited Procedure applies, the procedure described in Articles 7 to 35 of these Rules shall be modified in the following ways.

(43.3) In an Expedited Procedure, the Respondent's Answer shall be submitted within twenty-one (21) days from the notification of the Request for Arbitration.

(43.4) In this type of proceedings, unless otherwise agreed between the Parties, the Arbitral Tribunal will comprise a sole arbitrator.

(43.5) The time limits provided for in the Rules are not applicable to an Expedited Procedure.

(43.6) As soon as it is constituted, the Arbitral Tribunal shall draw up, within fifteen (15) days of its constitution, a timetable suited to the Expedited Procedure and shall determine a schedule for the exchange of written submissions, taking into account the Parties, desire for an Expedited Procedure.

(43.7) Unless otherwise agreed between the Parties, only one round of submissions shall be exchanged, the production of a Statement of Reply and a Statement of Rejoinder, as well as Post-Hearing Briefs, being excluded.

(43.8) No hearing shall be held except where the Parties agree otherwise or the Arbitral Tribunal decides that it is necessary to hold a hearing.

(43.9) The Arbitral Tribunal shall render its Award within six (6) months from the date of transmission of the file to the Arbitral Tribunal. The Secretariat may, exceptionally, extend this time limit if it considers it justified in light of the circumstances.

(43.10) Awards shall be written and briefly reasoned, unless the Parties have agreed that no reasoning is necessary.

Article 44 – Confidentiality

Unless otherwise agreed by the Parties, the arbitration proceedings are confidential, subject to Article 40.2. This principle applies, subject to any contrary mandatory legislative provision, to the very existence of the arbitration, to exchanges, to memorials and exhibits which are produced, to hearings that take place and to decisions that are rendered.

Article 45 – Limitation of Liability

The Center and its personnel, the Court (including its President, Vice-Presidents and members), the Secretariat (including the Secretary-General), arbitrators and experts appointed by the Arbitral Tribunal shall not be liable howsoever for any act or omission in connection with any arbitration conducted in accordance with the Rules, save where it is established that: (i) the act or omission constitutes conscious and deliberate wrongdoing committed by the body or person alleged to be liable; or (ii) such a limitation of liability is prohibited by applicable law.

Article 46 – Interplay between Mediation and Arbitration

The arbitration proceedings may take place following a mediation that has not succeeded. A mediation may take place concurrently with any arbitration initiated in accordance with the Rules

and in conformity with the mediation rules of the Center.

Article 47 – Appointing Authority

The Parties may apply to the Court in its capacity as the appointing authority. Such a request shall be addressed to the Secretariat and accompanied, if necessary, by a registration fee, in accordance with Article 42, together with a supplemental fee if necessary.

Article 48 – Amending the Rules

(48.1) The Court may amend the Rules at any time.

(48.2) The former provisions of the Rules remain applicable, on a transitional basis, to proceedings that were ongoing at the date of entry into force of the new Rules.