

Arbitration Rules



ARBITRATION INSTITUTE
OF THE STOCKHOLM CHAMBER OF COMMERCE

MODEL ARBITRATION CLAUSE

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

The parties are advised to make the following additions to the clause, as required:

The arbitral tribunal shall be composed of.....arbitrators (a sole arbitrator)

The seat of arbitration shall be

The language to be used in the arbitral proceedings shall be.....

Model Governing Law Clause

This contract shall be governed by the substantive law of (insert jurisdiction).

ARBITRATION RULES

Adopted by the Stockholm Chamber of Commerce
and in force as of 1 January 2007



ARBITRATION INSTITUTE OF THE STOCKHOLM CHAMBER OF COMMERCE

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ARBITRATION RULES OF THE ARBITRATION INSTITUTE OF THE STOCKHOLM CHAMBER OF COMMERCE

**The Arbitration Institute of the
Stockholm Chamber of Commerce**

Article 1 The SCC Institute

The Arbitration Institute of the Stockholm Chamber of Commerce (the “SCC Institute”) is the body responsible for the administration of disputes in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce (the “SCC Rules”) and other procedures or rules agreed upon by the parties. The SCC Institute is composed of a board of directors (the “Board”) and a secretariat (the “Secretariat”). Detailed provisions regarding the organisation of the SCC Institute are set out in Appendix I.

Initiation of proceedings

Article 2 Request for Arbitration

Arbitration is initiated by the Claimant filing a Request for Arbitration with the SCC Institute, which shall include:

- (i) a statement of the names, addresses, telephone and facsimile numbers and e-mail addresses of the parties and their counsel;
- (ii) a summary of the dispute;
- (iii) a preliminary statement of the relief sought by the Claimant;
- (iv) a copy or description of the arbitration agreement or clause under which the dispute is to be settled;
- (v) any comments on the number of arbitrators and the seat of arbitration; and

- (vi) if applicable, the name, address, telephone number, facsimile number and e-mail address of the arbitrator appointed by the Claimant.

Article 3 Registration Fee

- (1) Upon filing the Request for Arbitration, the Claimant shall pay a Registration Fee. The amount of the Registration Fee shall be determined in accordance with the Schedule of Costs (Appendix II) in force on the date of the Request for Arbitration.
- (2) If the Registration Fee is not paid upon filing the Request for Arbitration, the Secretariat shall set a time period within which the Claimant shall pay the Registration Fee. If the Registration Fee is not paid within this time period, the Secretariat shall dismiss the Request for Arbitration.

Article 4 Date of commencement

The arbitration shall be deemed to commence on the date on which the Request for Arbitration is received by the SCC Institute.

Article 5 Answer

- (1) The Secretariat shall send a copy of the Request for Arbitration and the documents attached thereto to the Respondent. The Secretariat shall set a time period within which the Respondent shall submit an Answer to the SCC Institute. The Answer shall include:
 - (i) any objections concerning the existence, validity, or applicability of the arbitration agreement; however, failure to raise any objections shall not preclude the Respondent from subsequently raising such objections at any time up to and including the submission of the Statement of Defence;
 - (ii) an admission or denial of the relief sought in the Request for Arbitration;
 - (iii) a preliminary statement of any counterclaims or set-offs;

- (iv) any comments on the number of arbitrators and the seat of arbitration; and

- (v) if applicable, the name, address, telephone number, facsimile number and e-mail address of the arbitrator appointed by the Respondent.

- (2) The Secretariat shall send the Answer to the Claimant. The Claimant shall be given an opportunity to submit comments on the Answer.
- (3) Failure by the Respondent to submit an Answer shall not prevent the arbitration from proceeding.

Article 6 Request for further details

The Board may request further details from either party regarding any of their written submissions to the SCC Institute. If the Claimant fails to comply with a request for further details, the Board may dismiss the case. If the Respondent fails to comply with a request for further details regarding its counterclaim or set-off, the Board may dismiss the counterclaim or set-off. Failure by the Respondent to otherwise comply with a request for further details shall not prevent the arbitration from proceeding.

Article 7 Time periods

The Board may, on application by either party or on its own motion, extend any time period which has been set for a party to comply with a particular direction.

Article 8 Notices

- (1) Any notice or other communication from the Secretariat or the Board shall be delivered to the last known address of the addressee.
- (2) Any notice or other communication shall be delivered by courier or registered mail, facsimile transmission, e-mail or any other means of communication that provides a record of the sending thereof.
- (3) A notice or communication sent in accordance

with paragraph (2) shall be deemed to have been received by the addressee on the date it would normally have been received given the chosen means of communication.

Article 9 Decisions by the Board

When the exchange of written submissions pursuant to Articles 2-6 has been concluded, the Board shall, if necessary:

- (i) decide whether the SCC Institute manifestly lacks jurisdiction over the dispute pursuant to Article 10(i);
- (ii) decide the number of arbitrators pursuant to Article 12;
- (iii) make any appointment of arbitrators pursuant to Article 13, and
- (iv) decide the seat of arbitration pursuant to Article 20.

The Board shall also determine the Advance on Costs pursuant to Article 45.

Article 10 Dismissal

The Board shall dismiss a case, in whole or in part, if:

- i) the SCC Institute manifestly lacks jurisdiction over the dispute; or
- ii) the Advance on Costs is not paid pursuant to Article 45.

Article 11 Consolidation

Upon the submission of a Request for Arbitration concerning a legal relationship in respect of which an arbitration between the same parties is already pending under these Rules, the Board may, at the request of a party, decide to include the claims contained in the Request for Arbitration in the pending proceedings. Such decision will only be made after consulting the parties and the Arbitral Tribunal.

COMPOSITION OF THE ARBITRAL TRIBUNAL

Article 12 Number of arbitrators

The parties are free to agree on the number of arbitrators. Where the parties have not agreed on the number of arbitrators, the Arbitral Tribunal shall consist of three arbitrators, unless the Board, taking into account the complexity of the case, the amount in dispute or other circumstances, decides that the dispute is to be decided by a sole arbitrator.

Article 13 Appointment of arbitrators

- (1) The parties are free to agree on a different procedure for appointment of the Arbitral Tribunal than as provided under this Article. In such cases, if the Arbitral Tribunal has not been appointed within the time period agreed by the parties or, where the parties have not agreed on a time period, within the time period set by the Board, the appointment shall be made pursuant to paragraphs (2) – (6).
- (2) Where the Arbitral Tribunal is to consist of a sole arbitrator, the parties shall be given 30 days within which to jointly appoint the arbitrator. If the parties fail to make the appointment within this time period, the arbitrator shall be appointed by the Board.
- (3) Where the Arbitral Tribunal is to consist of more than one arbitrator, each party shall appoint an equal number of arbitrators and the Chairperson shall be appointed by the Board. Where a party fails to appoint arbitrator(s) within the stipulated time period, the Board shall make the appointment.
- (4) Where there are multiple Claimants or Respondents and the Arbitral Tribunal is to consist of more than one arbitrator, the multiple Claimants, jointly, and the multiple Respondents,

jointly, shall appoint an equal number of arbitrators. If either side fails to make such joint appointment, the Board shall appoint the entire Arbitral Tribunal.

- (5) If the parties are of different nationalities, the sole arbitrator or the Chairperson of the Arbitral Tribunal shall be of a different nationality than the parties, unless the parties have agreed otherwise or unless otherwise deemed appropriate by the Board.
- (6) When appointing arbitrators, the Board shall consider the nature and circumstances of the dispute, the applicable law, the seat and language of the arbitration and the nationality of the parties.

Article 14 Impartiality and independence

- (1) Every arbitrator must be impartial and independent.
- (2) Before being appointed as arbitrator, a person shall disclose any circumstances which may give rise to justifiable doubts as to his/her impartiality or independence. If the person is appointed as arbitrator, he/she shall submit to the Secretariat a signed statement of impartiality and independence disclosing any circumstances which may give rise to justifiable doubts as to that person's impartiality or independence. The Secretariat will provide the parties with a copy of the statement of impartiality and independence.
- (3) An arbitrator shall immediately inform the parties and the other arbitrators in writing where any circumstances referred to in paragraph (2) arise during the course of the arbitration.

Article 15 Challenge to arbitrators

- (1) A party may challenge any arbitrator if circumstances exist which give rise to justifiable doubts as to the arbitrator's impartiality or independence or if he/she does not possess qualifications agreed by

the parties. A party may challenge an arbitrator whom it has appointed or in whose appointment it has participated, only for reasons of which it becomes aware after the appointment was made.

- (2) A challenge to an arbitrator shall be made by submitting a written statement to the Secretariat setting forth the reasons for the challenge within 15 days from when the circumstances giving rise to the challenge became known to the party. Failure by a party to challenge an arbitrator within the stipulated time period constitutes a waiver of the right to make the challenge.
- (3) The Secretariat shall notify the parties and the arbitrators of the challenge and give them an opportunity to submit comments on the challenge.
- (4) If the other party agrees to the challenge, the arbitrator shall resign. In all other cases, the Board shall make the final decision on the challenge.

Article 16 Release from appointment

- (1) The Board shall release an arbitrator from appointment where:
 - (i) the Board accepts the resignation of an arbitrator;
 - (ii) a challenge to the arbitrator under Article 15 is sustained; or
 - (iii) the arbitrator is otherwise prevented from fulfilling his/her duties or fails to perform his/her functions in an adequate manner.
- (2) Before the Board releases an arbitrator, the Secretariat may give the parties and the arbitrators an opportunity to submit comments.

Article 17 Replacement of arbitrators

- (1) The Board shall appoint a new arbitrator where an arbitrator has been released from his/her appointment pursuant to Article 16, or where an arbitrator

has died. If the arbitrator being replaced was appointed by a party, that party shall appoint the new arbitrator, unless otherwise deemed appropriate by the Board.

- (2) Where the Arbitral Tribunal consists of three or more arbitrators, the Board may decide that the remaining arbitrators shall proceed with the arbitration. In making its decision, the Board shall take into account the stage of the arbitration and other relevant circumstances. Before making such decision, the parties and the arbitrators shall be given an opportunity to submit comments.
- (3) Where an arbitrator has been replaced, the newly composed Arbitral Tribunal shall decide whether and to what extent the proceedings are to be repeated.

THE PROCEEDINGS BEFORE THE ARBITRAL TRIBUNAL

Article 18 Referral to the Arbitral Tribunal

When the Arbitral Tribunal has been appointed and the Advance on Costs has been paid, the Secretariat shall refer the case to the Arbitral Tribunal.

Article 19 Conduct of the Arbitration

- (1) Subject to these Rules and any agreement between the parties, the Arbitral Tribunal may conduct the arbitration in such manner as it considers appropriate.
- (2) In all cases, the Arbitral Tribunal shall conduct the arbitration in an impartial, practical and expeditious manner, giving each party an equal and reasonable opportunity to present its case.

Article 20 Seat of arbitration

- (1) Unless agreed upon by the parties, the Board shall decide the seat of arbitration in accordance with Article 9.

- (2) The Arbitral Tribunal may, after consultation with the parties, conduct hearings at any place which it considers appropriate. The Arbitral Tribunal may meet and deliberate at any place which it considers appropriate. If any hearing, meeting, or deliberation is held elsewhere than at the seat of arbitration, the arbitration shall be deemed to have taken place at the seat of arbitration.
- (3) The award shall be deemed to have been made at the seat of arbitration.

Article 21 Language

- (1) Unless agreed upon by the parties, the Arbitral Tribunal shall determine the language or languages of the arbitration. In so determining, the Arbitral Tribunal shall have due regard to all relevant circumstances and shall give the parties an opportunity to submit comments.
- (2) The Arbitral Tribunal may order that any documents submitted in languages other than the language(s) of the arbitration be accompanied by a translation into the language(s) of the arbitration.

Article 22 Applicable law

- (1) The Arbitral Tribunal shall decide the merits of the dispute on the basis of the law or rules of law agreed upon by the parties. In the absence of such agreement, the Arbitral Tribunal shall apply the law or rules of law which it considers to be most appropriate.
- (2) Any designation made by the parties of the law of a given state shall be deemed to refer to the substantive law of that state and not to its conflict of laws rules.
- (3) The Arbitral Tribunal shall decide the dispute *ex aequo et bono* or as *amiable compositeur* only if the parties have expressly authorised it to do so.

Article 23 Provisional timetable

After the referral of the case to the Arbitral Tribunal, the Arbitral Tribunal shall promptly consult with the parties with a view to establishing a provisional timetable for the conduct of the arbitration. The Arbitral Tribunal shall send the provisional timetable to the parties and to the Secretariat.

Article 24 Written submissions

- (1) The Claimant shall, within the period of time determined by the Arbitral Tribunal, submit a Statement of Claim which shall include, unless previously submitted:
 - (i) the specific relief sought;
 - (ii) the material circumstances on which the Claimant relies; and
 - (iii) copies of documents relied upon in the Statement of Claim.
- (2) The Respondent shall, within the period of time determined by the Arbitral Tribunal, submit a Statement of Defence which shall include, unless previously submitted:
 - (i) a statement whether, and to what extent, the Respondent admits or denies the relief sought by the Claimant;
 - (ii) any objections concerning the existence, validity or applicability of the arbitration agreement;
 - (iii) the material circumstances relied on by the Respondent;
 - (iv) any counterclaim or set-off and the grounds on which it is based; and
 - (v) copies of documents relied upon in the Statement of Defence.
- (3) The Arbitral Tribunal may direct the parties to submit additional written submissions.

Article 25 Amendments

At any time prior to the close of proceedings pursuant to Article 34, a party may amend or supplement its claim, counterclaim, defence or set-off provided its case, as amended or supplemented, is still comprised by the arbitration agreement, unless the Arbitral Tribunal considers it inappropriate to allow such amendment or supplement having regard to the delay in making it, the prejudice to the other party or any other circumstances.

Article 26 Evidence

- (1) The admissibility, relevance, materiality and weight of evidence shall be for the Arbitral Tribunal to determine.
- (2) The Arbitral Tribunal may require a party to identify the documentary evidence it intends to rely on and specify the circumstances intended to be proved by such evidence.
- (3) At the request of a party, the Arbitral Tribunal may order a party to produce any documents or other evidence which may be relevant to the outcome of the case.

Article 27 Hearings

- (1) A hearing will be held if requested by a party, or if deemed appropriate by the Arbitral Tribunal.
- (2) The Arbitral Tribunal will, in consultation with the parties, determine the date, time and location of any hearing and will provide the parties with reasonable notice thereof.
- (3) Unless otherwise agreed by the parties, hearings will be in private.

Article 28 Witnesses

- (1) In advance of any hearing, the Arbitral Tribunal may request the parties to identify each witness or expert they intend to call and specify the circumstances intended to be proved by each testimony.

- (2) The testimony of witnesses or party-appointed experts may be submitted in the form of signed statements.
- (3) Any witness or expert, on whose testimony a party seeks to rely, shall attend a hearing for examination, unless otherwise agreed by the parties.

Article 29 Experts appointed by the Arbitral Tribunal

- (1) After consultation with the parties, the Arbitral Tribunal may appoint one or more experts to report to it on specific issues set out by the Arbitral Tribunal in writing.
- (2) Upon receipt of a report from an expert appointed by the Arbitral Tribunal, the Arbitral Tribunal shall deliver a copy of the report to the parties and shall give the parties an opportunity to submit written comments on the report.
- (3) Upon the request of a party, the parties shall be given an opportunity to examine any expert appointed by the Arbitral Tribunal at a hearing.

Article 30 Default

- (1) If the Claimant, without showing good cause, fails to submit a Statement of Claim in accordance with Article 24, the Arbitral Tribunal shall terminate the proceedings provided the Respondent has not filed a counterclaim.
- (2) If a party, without showing good cause, fails to submit a Statement of Defence or other written statement in accordance with Article 24, or fails to appear at a hearing, or otherwise fails to avail itself of the opportunity to present its case, the Arbitral Tribunal may proceed with the arbitration and make an award.
- (3) If a party without good cause fails to comply with any provision of, or requirement under, these Rules or any procedural order given by the Arbitral Tribunal, the Arbitral Tribunal may draw such inferences as it considers appropriate.

Article 31 Waiver

A party, who during the arbitration fails to object without delay to any failure to comply with the arbitration agreement, these Rules or other rules applicable to the proceedings, shall be deemed to have waived the right to object to such failure.

Article 32 Interim measures

- (1) The Arbitral Tribunal may, at the request of a party, grant any interim measures it deems appropriate.
- (2) The Arbitral Tribunal may order the party requesting an interim measure to provide appropriate security in connection with the measure.
- (3) An interim measure may take the form of an order or an award.
- (4) A request for interim measures made by a party to a judicial authority is not incompatible with the arbitration agreement or with these Rules.

Article 33 Communications from the Arbitral Tribunal

Article 8 shall apply to communications from the Arbitral Tribunal.

Article 34 Close of proceedings

The Arbitral Tribunal shall declare the proceedings closed when it is satisfied that the parties have had a reasonable opportunity to present their cases. In exceptional circumstances, prior to the making of the final award, the Arbitral Tribunal may reopen the proceedings on its own motion, or upon the application of a party.

AWARDS AND DECISIONS

Article 35 Awards and decisions

- (1) When the Arbitral Tribunal consists of more than one arbitrator, any award or other decision of the Arbitral Tribunal shall be made by a majority of the arbitrators or, failing a majority, by the Chairperson.
- (2) The Arbitral Tribunal may decide that the Chairperson alone may make procedural rulings.

Article 36 Making of awards

- (1) The Arbitral Tribunal shall make its award in writing, and, unless otherwise agreed by the parties, shall state the reasons upon which the award is based.
- (2) An award shall include the date of the award and the seat of arbitration in accordance with Article 20.
- (3) An award shall be signed by the arbitrators. If an arbitrator fails to sign an award, the signatures of the majority of the arbitrators or, failing a majority, of the Chairperson shall be sufficient, provided the reason for the omission of the signature is stated in the award.
- (4) The Arbitral Tribunal shall deliver copies of the award to each of the parties and to the SCC Institute without delay.
- (5) If any arbitrator fails without valid cause to participate in the deliberations of the Arbitral Tribunal on an issue, such failure will not preclude a decision being made by the other arbitrators.

Article 37 Time limit for final award

The final award shall be made not later than six months from the date upon which the arbitration was referred to the Arbitral Tribunal pursuant to Article 18. The Board may extend this time limit upon a reasoned re-

quest from the Arbitral Tribunal, or if otherwise deemed necessary.

Article 38 Separate award

The Arbitral Tribunal may decide a separate issue or part of the dispute in a separate award.

Article 39 Settlement or other grounds for termination of the arbitration

- (1) If the parties reach a settlement before the final award is made, the Arbitral Tribunal may, upon the request of both parties, record the settlement in the form of a consent award.
- (2) If the arbitration for any other reason is terminated before the final award is made, the Arbitral Tribunal shall issue an award recording the termination.

Article 40 Effect of an award

An award shall be final and binding on the parties when rendered. By agreeing to arbitration under these Rules, the parties undertake to carry out any award without delay.

Article 41 Correction and interpretation of an award

- (1) Within 30 days of receiving an award, a party may, upon notice to the other party, request that the Arbitral Tribunal correct any clerical, typographical or computational errors in the award, or provide an interpretation of a specific point or part of the award. If the Arbitral Tribunal considers the request justified, it shall make the correction or provide the interpretation within 30 days of receiving the request.
- (2) The Arbitral Tribunal may correct any error of the type referred to in paragraph (1) above on its own initiative within 30 days of the date of an award.
- (3) Any correction or interpretation of an award shall be in writing and shall comply with the requirements of Article 36.

Article 42 Additional award

Within 30 days of receiving an award, a party may, upon notice to the other party, request the Arbitral Tribunal to make an additional award on claims presented in the arbitration but not determined in the award. If the Arbitral Tribunal considers the request justified, it shall make the additional award within 60 days of receipt of the request. When deemed necessary, the Board may extend this 60 day time limit.

COSTS OF THE ARBITRATION

Article 43 Costs of the Arbitration

- (1) The Costs of the Arbitration consist of:
 - i) the Fees of the Arbitral Tribunal;
 - ii) the Administrative Fee of the SCC Institute; and
 - iii) the expenses of the Arbitral Tribunal and the SCC Institute.
- (2) Before making the final award, the Arbitral Tribunal shall request the Board to finally determine the Costs of the Arbitration. The Board shall finally determine the Costs of the Arbitration in accordance with the Schedule of Costs (Appendix II) in force on the date of commencement of the arbitration pursuant to Article 4.
- (3) The Arbitral Tribunal shall include in the final award the Costs of the Arbitration as finally determined by the Board and specify the individual fees and expenses of each member of the Arbitral Tribunal.
- (4) If the arbitration is terminated before the final award is made, the Board shall finally determine the Costs of the Arbitration having regard to when the arbitration terminates, the work performed by the Arbitral Tribunal and other relevant circumstances.

- (5) Unless otherwise agreed by the parties, the Arbitral Tribunal shall, at the request of a party, apportion the Costs of the Arbitration between the parties, having regard to the outcome of the case and other relevant circumstances.
- (6) The parties are jointly and severally liable to the arbitrator(s) and the SCC Institute for the Costs of the Arbitration.

Article 44 Costs incurred by a party

Unless otherwise agreed by the parties, the Arbitral Tribunal may in the final award, or an award under Article 39, upon the request of a party, order one party to pay any reasonable costs incurred by another party, including costs for legal representation, having regard to the outcome of the case and other relevant circumstances.

Article 45 Advance on Costs

- (1) In accordance with Article 9, the Board shall determine an amount to be paid by the parties as an Advance on Costs.
- (2) The Advance on Costs shall correspond to the estimated amount of the Costs of Arbitration pursuant to Article 43.
- (3) Each party shall pay half of the Advance on Costs, unless separate advances are determined. Where counterclaims or set-offs are submitted, the Board may determine separate advances on costs for the claims, the counterclaims and the set-offs, and each of the parties shall pay the advances on costs corresponding to its claim. Upon a request from the Arbitral Tribunal, the Board may order parties to pay additional advances during the course of the arbitration.
- (4) If a party fails to make a required payment, the Secretariat shall give the other party an opportunity to do so within a specified period of time. If the required payment is not made, the Board shall

dismiss the case in whole or in part pursuant to Article 10. If the other party makes the required payment, the Arbitral Tribunal may, at the request of such party, make a separate award for reimbursement of the payment.

- (5) At any stage during the arbitration or after the Award has been made, the Board may draw on the Advance on Costs to cover the Costs of the Arbitration.
- (6) The Board may decide that part of the Advance on Costs shall be provided in the form of a bank guarantee or other form of security.

CONFIDENTIALITY

Article 46 Confidentiality

Unless otherwise agreed by the parties, the SCC Institute and the Arbitral Tribunal shall maintain the confidentiality of the arbitration and the award.

GENERAL RULE

Article 47 General rule

In all matters not expressly provided for in these Rules, the SCC Institute, the Arbitral Tribunal and the parties shall act in the spirit of these Rules and shall make every reasonable effort to ensure that all awards are legally enforceable.

EXCLUSION OF LIABILITY

Article 48 Exclusion of liability

Neither the SCC Institute nor the arbitrator(s) are liable to any party for any act or omission in connection with the arbitration unless such act or omission constitutes wilful misconduct or gross negligence.

ENTRY INTO FORCE

These Rules enter into force on 1 January 2007 and will replace the former Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. These Rules will be applied to any arbitration commenced on or after 1 January 2007, unless otherwise agreed by the parties.

APPENDIX I ORGANISATION OF THE SCC INSTITUTE

Article 1 The SCC Institute

The Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC Institute") is a body providing administrative services in relation to the settlement of disputes. The SCC Institute is part of the Stockholm Chamber of Commerce (the "Chamber"), but is independent in exercising its functions in the administration of disputes. The SCC Institute is composed of a board of directors (the "Board") and a secretariat (the "Secretariat").

Article 2 Function of the SCC Institute

The SCC Institute does not itself decide disputes. The function of the SCC Institute is to:

- administer domestic and international disputes in accordance with the SCC Institute's rules;
- administer domestic and international disputes in accordance with other procedures or rules agreed upon by the parties; and
- provide information concerning arbitration and mediation matters.

Article 3 The Board

The Board is composed of one chairperson, a maximum of three vice-chairpersons and a maximum of 12 additional members. The Board includes both Swedish and non-Swedish nationals.

Article 4 Appointment of the Board

The Board is appointed by the Board of Directors of the Chamber. The members of the Board are appointed for a period of three years and, absent exceptional circumstances, are eligible for re-appointment in their respective capacities only for one further three year period.

Article 5 Removal of a member of the Board

If extraordinary reasons so require, the Board of Directors of the Chamber may remove a member of the Board. If a member resigns or is removed during a term of office, the Board of Directors of the Chamber will appoint a new member for the remainder of the term.

Article 6 Function of the Board

The function of the Board is to take the decisions required of the SCC Institute in administering disputes under the SCC Institute's rules any other rules or procedures agreed upon by the parties. Such decisions include decisions on the jurisdiction of the SCC Institute, determination of advances on costs, appointment of arbitrators, decisions upon challenges to arbitrators, removal of arbitrators and the fixing of arbitration costs.

Article 7 Decisions by the Board

Two members of the Board form a quorum. If a majority is not attained, the Chairperson has the casting vote. The Chairperson or a Vice Chairperson is authorised to take decisions on behalf of the Board in urgent matters. A committee of the Board may be appointed to take certain decisions on behalf of the Board. The Board may delegate decisions to the Secretariat, including decisions on advances on costs, extension of time for rendering an award, dismissal for non-payment of registration fee, release of arbitrators and fixing of arbitration costs. Decisions by the Board are final.

Article 8 The Secretariat

The Secretariat acts under the direction of a Secretary

General. The Secretariat carries out the functions assigned to it under the SCC Institute's rules. The Secretariat may also take decisions delegated to it by the Board.

Article 9 Procedures

The SCC Institute shall maintain the confidentiality of the arbitration and the award and shall deal with the arbitration in an impartial, practical and expeditious manner.

APPENDIX II SCHEDULE OF COSTS

I. Registration Fee

The Registration Fee referred to in Article 3 of the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC Rules") amounts to EUR 1 500.

The Registration Fee is non-refundable and constitutes a part of the Administrative Fee due to the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC Institute") under Section II, Article 2 below. The Registration Fee shall be credited to the Advance on Costs to be paid by the Claimant pursuant to Article 45 of the SCC Rules.

II. Arbitration Costs

Article 1 Fees of the Arbitral Tribunal

- (1) The Board shall determine the fees of a Chairperson or sole arbitrator based on the amount in dispute in accordance with the table below.
- (2) Co-arbitrators shall each receive 60 per cent of the total fee paid to the Chairperson. After consultation with the Arbitral Tribunal, the Board

may decide upon a different apportionment of the fees between the arbitrators.

- (3) The amount in dispute shall be the aggregate value of all claims, counterclaims and set-offs. Where the amount in dispute cannot be ascertained, the Board will determine the Fees of the Arbitral Tribunal taking all relevant circumstances into account.
- (4) In exceptional circumstances, the Board may deviate from the amounts set out in the table.

Article 2 Administrative Fee of the SCC Institute

- (1) The Administrative Fee of the SCC Institute shall be determined in accordance with the table below.
- (2) The amount in dispute shall be the aggregate value of all claims, counterclaims and set-offs. Where the amount in dispute cannot be ascertained, the Board will determine the Administrative Fee of the SCC Institute taking all relevant circumstances into account.
- (3) In exceptional circumstances, the Board may deviate from the amounts set out in the table.

Article 3 Expenses

In addition to the Fees of the arbitrator(s) and the Administrative Fee of the SCC Institute, the Board shall fix an amount, to be paid by the parties, to cover any reasonable expenses incurred by the arbitrator(s) and the SCC Institute. The expenses of the arbitrator(s) may include the fees and expenses of any expert appointed by the Arbitral Tribunal pursuant to Article 29.

ARBITRATORS' FEES

Amount in dispute (EUR)	Chairman of the Tribunal/Sole Arbitrator (EUR)	
	Minimum	Maximum
to 25 000	2 500	5 500
from 25 001 to 50 000	2 500 + 2% on the amount above 25 000	5 500 + 14% on the amount above 25 000
from 50 001 to 100 000	3 000 + 2% on the amount above 50 000	9 000 + 4% on the amount above 50 000
from 100 001 to 500 000	4 000 + 1% on the amount above 100 000	11 000 + 5% on the amount above 100 000
from 500 001 to 1 000 000	8 000 + 0,8% on the amount above 500 000	31 000 + 2,4% on the amount above 500 000
from 1 000 001 to 2 000 000	12 000 + 0,5% on the amount above 1 000 000	43 000 + 2,5% on the amount above 1 000 000
from 2 000 001 to 5 000 000	17 000 + 0,2% on the amount above 2 000 000	68 000 + 0,8% on the amount above 2 000 000
from 5 000 001 to 10 000 000	23 000 + 0,1% on the amount above 5 000 000	92 000 + 0,68% on the amount above 5 000 000
from 10 000 001 to 50 000 000	28 000 + 0,03% on the amount above 10 000 000	126 000 + 0,15% on the amount above 10 000 000
from 50 000 001 to 75 000 000	40 000 + 0,02% on the amount above 50 000 000	186 000 + 0,16% on the amount above 50 000 000
from 75 000 001 to 100 000 000	45 000 + 0,012% on the amount above 75 000 000	226 000 + 0,02% on the amount above 75 000 000
from 100 000 001	To be determined by the Board	To be determined by the Board

ADMINISTRATIVE FEE OF THE SCC INSTITUTE

Amount in dispute (EUR)	Administrativ Fee of the SCC Institute (EUR)
to 25 000	1 500
from 25 001 to 50 000	1 500 + 4% on the amount above 25 000
from 50 001 to 100 000	2 500 + 2% on the amount above 50 000
from 100 001 to 500 000	3 500 + 1,6% on the amount above 100 000
from 500 001 to 1 000 000	9 900 + 0,8% on the amount above 500 000
from 1 000 001 to 2 000 000	13 900 + 0,5% on the amount above 1 000 000
from 2 000 001 to 5 000 000	18 900 + 0,1% on the amount above 2 000 000
from 5 000 001 to 10 000 000	21 900 + 0,14% on the amount above 5 000 000
from 10 000 001 to 50 000 000	28 900 + 0,02% on the amount above 10 000 000
from 50 000 001 to 75 000 000	36 900 + 0,02% on the amount above 50 000 000
from 75 000 001	41 900 + 0,01% on the amount above 75 000 000
	Maximum 60 000

On www.sccinstitute.com you find a calculator estimating the costs of the arbitration.



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