

**The Danish Institute of Arbitration
recommend the following model
arbitration clause:**

Any dispute arising out of or in connection with this contract, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced.

RULES OF ARBITRATION PROCEDURE

**Adopted by the Board of the
Danish Institute of Arbitration
and in force as from 1 May 2013**

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Introductory Provisions

Organisation

Article 1

(1) The Danish Institute of Arbitration (hereafter referred to as DIA) is a non-profit and independent body providing administrative services in relation to settlement of disputes in accordance with the “Rules of Arbitration Procedure” (hereafter referred to as the Rules).

(2) The Chairman’s Committee of DIA (hereafter referred to as the Chairman’s Committee) is composed of the Chairman and the Vice-Chairman of the Board of DIA (hereafter referred to as the Board). The Chairman’s Committee carries out the functions and makes the decisions assigned to it under the Rules. If a majority is not attained, the Chairman has the casting vote. If the Chairman or the Vice-Chairman of DIA or both have a conflict of interest or are otherwise prevented from carrying out a function or make a decision, another member of the Board, respectively two other members of the Board, shall replace the Chairman and/or the Vice-Chairman.

(3) The Secretariat of DIA (hereafter referred to as the Secretariat) acts under the direction of a Secretary General. The Secretariat carries out the functions assigned to it under the Rules. The Secretariat or the Secretary General may also carry out functions or make decisions delegated to it by the Chairman’s Committee or the Board.

(4) The Chairman, the Vice-Chairman, the Secretary General and the members of the Secretariat cannot act as arbitrators in cases submitted to DIA. Members of the Board and DIA’s Board of Representatives

shall not be appointed arbitrators in cases submitted to DIA, unless this is done at the proposal of one or more of the parties or pursuant to any other procedure agreed upon by the parties.

The Arbitration Agreement

Article 2

(1) Where the parties have agreed to submit to arbitration under the Rules, they shall be deemed to have submitted ipso facto to the Rules in effect on the date of commencement of the arbitration, unless they have agreed otherwise. The provisions in Appendix 3 regarding interim measures prior to the confirmation of the arbitrators are only applicable if the parties' arbitration agreement is entered into after 1 May 2013, or if the parties have explicitly agreed that the provisions in Appendix 3 shall be applicable.

(2) The case shall be decided by an Arbitral Tribunal. The members of the Arbitral Tribunal shall be confirmed by the Chairman's Committee for each individual dispute.

Communications

Article 3

(1) Any communication from DIA or the Arbitral Tribunal shall be deemed to have been validly received by a party when forwarded to a party's address or last known address by registered mail, e-mail or any other means of communication that provides a record of the sending thereof, or if proven to have reached the party.

Commencing the Arbitration

Statement of Claim

Article 4

- (1) A party wishing to have a dispute settled by arbitration in accordance with the Rules shall submit a Statement of Claim to DIA.
- (2) The date on which DIA receives the Statement of Claim shall in all respects be considered the date on which the arbitration case commenced.
- (3) The Statement of Claim shall as a minimum contain the following information:
 - (a) The names, addresses, telephone numbers and e-mail addresses of the parties as well as any VAT and company registration numbers.
 - (b) Information about any legal counsel of the parties, including the names and addresses, telephone numbers and e-mail addresses of such legal counsel.
 - (c) The relief or remedy sought, together with the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims.
 - (d) A statement of the facts and legal points supporting the relief or remedy sought.
 - (e) A reference to the documents, reports and other evidence, if possible, upon which the Claimant intends to rely.
 - (f) Mention of any witnesses, if possible, upon whose testimonies the Claimant intends to rely, and an indication of the subject-matter and the most important themes of such testimonies.
 - (g) Mention of whether the Claimant intends to appoint expert witnesses to submit written statements, if possible.

- (h) Any comments regarding the place of arbitration, the rules of law chosen by the parties as applicable to the case as well as the language(s) to be used in the proceedings.
- (i) Any comments regarding the number of arbitrators and the appointment of one or more arbitrators, including their names, addresses, telephone numbers and e-mail addresses, as well as any information about a jointly appointed President of the Arbitral Tribunal.
- (4) Documents referred to in the Statement of Claim, including the arbitration agreement, shall be enclosed in the form of original documents or copies thereof.
- (5) The Statement of Claim and any exhibits shall be accompanied by as many copies as there are other parties, together with an additional copy for each arbitrator.
- (6) If the submitted Statement of Claim does not comply with the requirements above, the Secretariat may fix a deadline for compliance. Failure to supply missing elements before the deadline may cause the Secretariat to close the case without prejudice to the Claimant's possibility of submitting a Statement of Claim on the same issue at a later stage.
- (7) The Secretariat shall inform the parties of the time it received the Statement of Claim and any exhibits and shall at the same time send a copy thereof to the Respondent, unless the Respondent has already received a copy. The Secretariat also sends the parties a copy of the Rules.

Registration Fee

Article 5

(1) The Statement of Claim shall be accompanied by the payment to DIA of a registration fee of EUR 1,300 or the equivalent amount in Danish Kroner (DKK). The registration fee is non-refundable.

(2) If DIA is not in receipt of the registration fee not later than by the time it receives the Statement of Claim, the Secretariat shall fix a deadline for payment. Failure to effect payment by such deadline may cause the Secretariat to close the case without prejudice to the Claimant's possibility of submitting a Statement of Claim on the same issue at a later stage.

Financial Deposit

Financial Deposit at the Commencement of Arbitration, etc.

Article 6

(1) In addition to the registration fee mentioned in Article 5, the parties shall pay a cash deposit as security for the estimated costs of the arbitration, including the fees of the arbitrators and an administrative charge to DIA. Interest is not added to the deposit.

(2) The Secretariat shall fix the amount of the financial deposit in accordance with the scale adopted by the Board (Appendix 1). The Claimant and the Respondent will usually be asked to pay identical amounts in financial deposit, unless otherwise decided by the Secretariat. In the event that a party does not pay its share, the Secretariat shall require the other party to pay the full financial deposit in order for the case to be processed. In such case, the paying party

may request the Arbitral Tribunal to render a separate arbitral award for reimbursement by the defaulting party of its share of the deposit.

(3) Failure to pay the financial deposit demanded by the Secretariat within the fixed deadline may cause the Secretariat to close the case without prejudice to the Claimant's possibility of submitting a Statement of Claim on the same issue at a later stage.

(4) If the Respondent advances a counterclaim, (1-3) shall also apply to the counterclaim. This shall apply even if the Respondent claims a right to a set-off with regard to any claim insofar as it, at the discretion of the Secretariat, may require the Arbitral Tribunal to consider additional matters.

(5) The party requesting the Arbitral Tribunal to appoint an expert shall pay an additional cash deposit to DIA as security for the estimated costs related to the expert's work, unless otherwise decided by the Secretariat. When the expert has been appointed, he or she shall produce an estimate of the costs likely to arise out of his or her work and submit it to the Secretariat. The expert is to refrain from doing any work in the case until the financial deposit has been paid. If it becomes clear that the amount in financial deposit is insufficient to cover the actual costs, the expert shall report this to the Secretariat as soon as possible. Interest is not added to the deposit.

(6) The Secretariat may at any time demand that the financial deposit be adjusted and that any additional amount in deposit be paid before the case continues. This applies in particular to cases where the amount in dispute has been changed, or where the case turns out to be more difficult or complex than originally estimated.

(7) The President of the Arbitral Tribunal, respectively the sole arbitrator, shall at any time keep in contact with the Secretariat about the developments in the arbitration case to ensure that the deposit is adequate at any point in time. This is particularly relevant prior to the oral hearing or decisions to initiate particularly cost-consuming measures.

(8) Upon the request of a party the Arbitral Tribunal may decide that the other party shall provide security for any costs which the Arbitral Tribunal may impose upon this party by a final arbitral award. Failure by the other party to comply with any decision to provide security may cause the Arbitral Tribunal to close or stay the processing of that party's claims, except for claims for dismissal or acquittal.

Statement of Defence and Counterclaims

Statement of Defence and Any Counterclaims

Article 7

(1) Within a deadline fixed by the Secretariat of at least 30 calendar days the Respondent shall submit a Statement of Defence containing as a minimum the following information:

- (a) The Respondent's name, address, telephone number and e-mail address as well as any VAT and company registration number.
- (b) Information about any legal counsel of the Respondent, including the names and addresses, telephone numbers and e-mail addresses of such legal counsel.
- (c) The Respondent's response to the relief or remedy sought and any counterclaims.
- (d) A statement of the facts and legal points supporting the Respondent's response.

- (e) A reference to the documents, reports and other evidence, if possible, upon which the Respondent intends to rely.
 - (f) Mention of any witnesses, if possible, upon whose testimonies the Respondent intends to rely, and an indication of the subject-matter of the case and the most important themes of such testimonies.
 - (g) Mention of, whether the Respondent intends to appoint expert witnesses to submit written statements, if possible.
 - (h) Any comments regarding the place of arbitration, the rules of law chosen by the parties as applicable to the case as well as the language(s) to be used in the proceedings.
 - (i) Any comments regarding the number of arbitrators and the appointment of one or more arbitrators, including their names, addresses, telephone numbers and e-mail addresses, as well as any information about a jointly appointed President of the Arbitral Tribunal.
- (2) Documents etc., referred to in the Statement of Defence shall be enclosed in the form of original documents or copies thereof.
- (3) The Statement of Defence and any exhibits shall be forwarded in the number of copies stated in Article 4 (5).
- (4) On reasoned request the Secretariat may extend the deadline for submitting the Statement of Defence, and at the same time continue the process of appointing the Arbitral Tribunal.
- (5) The Secretariat shall inform the parties of the time of its receipt of the Statement of Defence and any exhibits and shall at the same time forward to the

Claimant a copy thereof, unless the Claimant already has received a copy.

Claimant's Reply to Counterclaim(s)

Article 8

(1) The Claimant shall produce a reply to any counterclaims within 30 calendar days. Documents referred to in the reply shall be enclosed in the form of original documents or copies thereof. The provisions of Article 4 (5) shall also apply.

Consolidation, etc.

Consolidation and Additional Parties

Article 9

(1) Where a Statement of Claim is submitted in a dispute between parties already involved in other arbitral proceedings pending under the Rules, the Chairman's Committee may decide, upon the request of a party and after consulting with the other party and any confirmed arbitrators in all the above cases, that the new case shall be consolidated with the pending case. The Chairman's Committee may proceed in the same way where a Statement of Claim is submitted in a dispute between parties that are not identical to the parties in other arbitral proceedings pending under the Rules.

(2) When rendering its decision, the Chairman's Committee shall take into account all relevant circumstances, including the mutual connection between the cases and/or the parties and the progress already made in the pending case. Where the Chairman's Committee decides to consolidate the new case with the pending case, the parties to

both cases shall be deemed to have waived their right to an arbitrator, and the Chairman's Committee may revoke the appointment of arbitrators already confirmed in order to confirm new arbitrators in accordance with Article 10-14.

(3) Where one or more third parties request to join cases already pending under the Rules, or where a party to a pending case under the Rules requests that one or more third parties join the arbitration case, the Arbitral Tribunal shall decide on such request, provided that an arbitration agreement covering the third party/parties exists, and after consulting with all of the parties, including the party/parties to be joined, taking into account all relevant circumstances, including the mutual connection between such third party/parties and the parties to the pending case and the progress already made in the pending case.

Appointment and Confirmation of Arbitrators, etc.

Number of Arbitrators; President of the Arbitral Tribunal

Article 10

(1) Where the parties have not agreed upon the number of arbitrators, the dispute shall be decided by a sole arbitrator. However, the Chairman's Committee after having invited the parties to comment and taking into account the complexity of the case, the amount in dispute and any other relevant circumstances, the Chairman's Committee may decide that the dispute shall be decided by a panel of three arbitrators.

(2) The President of the Arbitral Tribunal, respectively the sole arbitrator, shall hold a law degree.

Appointment and confirmation

Article 11

(1) All appointments of arbitrators are subject to confirmation by the Chairman's Committee.

(2) Where a case is to be decided by a sole arbitrator the parties may jointly appoint a sole arbitrator before a deadline fixed by the Secretariat.

(3) Where it is stipulated in the arbitration agreement between the parties that a case is to be decided by a panel of three arbitrators, the Claimant may appoint an arbitrator in its Statement of Claim. The Respondent may also appoint an arbitrator before the deadline for the submission of its Statement of Defence as stated in Article 7 (1). The third arbitrator, who shall be the President of the Arbitral Tribunal, may be appointed jointly by the parties before the deadline for the Respondent's submission of its Statement of Defence as stated in Article 7 (1).

(4) Where the Chairman's Committee decides that the arbitration case shall be decided by three arbitrators pursuant to Article 10 (1), the Secretariat shall set a deadline for the appointment of arbitrators by the parties.

(5) The Chairman's Committee may refuse to confirm an appointed arbitrator on the grounds set out in Article 13 (3-4), in which case the party/parties may appoint another arbitrator before a deadline fixed by the Secretariat, unless the Chairman's Committee decides otherwise in view of the delay that this may cause.

(6) Where there are multiple Claimants, they shall act jointly in appointing an arbitrator. The same shall apply if there are multiple Respondents. Failing such joint appointment by the Claimants or the Respondents respectively, all members of the Arbitral Tribunal shall be appointed by the Chairman's Committee.

(7) Where not all parties to the dispute have the same nationality, the President, respectively the sole arbitrator, shall be of a nationality and be domiciled in a country other than those of the parties and the other arbitrators, unless the parties agree otherwise, or, if a party does not object, the Chairman's Committee decides otherwise.

(8) If the parties have agreed that the arbitrators, respectively the sole arbitrator, are to be appointed by DIA, or if a party has not appointed an arbitrator, or if the parties have not jointly appointed a President, respectively a sole arbitrator, or if an arbitrator has not been appointed in accordance with (6), the Chairman's Committee shall appoint the said arbitrator(s).

Availability, Impartiality and Independence

Article 12

(1) Any person appointed arbitrator shall be available, impartial and independent.

(2) Before being confirmed, an appointed arbitrator shall sign a Declaration of Acceptance and of Impartiality and Independence. At the same time, the arbitrator shall disclose in writing any circumstances which might give rise to reasonable doubts as to the arbitrator's availability, impartiality or independence. The arbitrator shall also produce information on his or her professional and educational background, etc. (CV/ résumé). The Secretariat shall forward the declaration

and the CV/résumé to the parties and fix a deadline for any comments.

(3) During the case the arbitrator shall immediately disclose in writing to the other arbitrators, the parties and the Secretariat any circumstances that should have been disclosed according to (2) had they existed at that time.

Challenge of Arbitrators

Article 13

(1) A party may challenge an arbitrator only if it finds that circumstances exist, which give rise to justifiable doubts as to the impartiality or independence of the arbitrator, or if the party finds that the arbitrator does not possess the qualifications agreed on between the parties. A challenge shall be submitted in writing to the Secretariat within 15 calendar days of the party having become aware of the appointment of the arbitrator and the circumstances on which the challenge is based.

(2) The Secretariat shall notify the parties and the arbitrator of its receipt of the challenge fixing a deadline for any comments.

(3) Unless the challenged arbitrator resigns or the parties agree that the arbitrator shall not be appointed or that his or her appointment shall be revoked, the Chairman's Committee shall decide on the challenge.

(4) Even in the absence of a challenge, cf. (1), the Chairman's Committee may decide not to confirm an arbitrator or to revoke his or her appointment if it finds that there are justifiable doubts as to the impartiality or independence of the arbitrator, or if it finds that the arbitrator does not possess the qualifications agreed on between the parties.

Replacement of Arbitrators

Article 14

(1) If an arbitrator resigns, dies or for other reasons is replaced, another arbitrator shall be appointed in accordance with the same rules as those that applied to the appointment of the arbitrator having resigned, etc., unless the Chairman's Committee decides otherwise in view of the delay that this may cause.

(2) If an arbitrator does not act timely and efficiently, or if the arbitrator's other duties according to the Rules are not fulfilled, a party may request the Chairman's Committee to decide whether the arbitrator shall be replaced. Even in the absence of such a request, the Chairman's Committee may replace an arbitrator on the grounds mentioned in the 1st sentence of this paragraph.

(3) If an arbitrator is replaced, the Arbitral Tribunal shall decide, after having invited the parties to comment, whether the procedural steps already taken in the case are to be repeated before the Arbitral Tribunal now composed. If an arbitrator is replaced at a stage of the arbitral proceedings where the oral hearing has been conducted, the Chairman's Committee may decide that the case is to be decided by the remaining arbitrators, after having invited the parties and the other arbitrators to comment.

Conduct of the Arbitration

Referral to the Arbitral Tribunal; the Place of Arbitration

Article 15

(1) When the financial deposit is paid and the Arbitral Tribunal has been confirmed, the Secretariat shall

refer the case to the Arbitral Tribunal. Henceforth, all correspondence shall be exchanged directly between the Arbitral Tribunal and the parties, with copies to the Secretariat, which follows the developments in the case so that, if necessary, it may assist the Arbitral Tribunal and the parties in ensuring that the case progresses effectively and efficiently.

(2) The place of arbitration shall be Copenhagen, Denmark, unless otherwise agreed between the parties.

Jurisdiction of the Arbitral Tribunal

Article 16

(1) The Arbitral Tribunal shall rule on its own jurisdiction, also in relation to any objections with respect to the existence or validity of the arbitration agreement. For that purpose an arbitration clause which forms part of a contract shall be considered a separate agreement that is independent of the other terms of the contract. A decision by the Arbitral Tribunal to the effect that the contract is null and void shall not entail ipso jure the invalidity of the arbitration clause.

(2) Objections to the jurisdiction of the Arbitral Tribunal shall be raised not later than in the Respondent's Statement of Defence. A party shall not be precluded from raising an objection to the jurisdiction of the Arbitral Tribunal by the fact that it has appointed or otherwise participated in the appointment of an arbitrator. Objections regarding whether, during the arbitral proceedings, the Arbitral Tribunal is exceeding its jurisdiction shall be raised as soon as the matter alleged to be beyond its jurisdiction is raised. The Arbitral Tribunal may in either case allow a later objection if it considers the delay justified.

(3) The Arbitral Tribunal may make a separate decision in issues relating to the scope of its jurisdiction, or it may decide the issue in the award on the merits of the case.

(4) Objections to the jurisdiction of the Arbitral Tribunal cannot later be relied upon in a claim for setting aside the award or as a reason for refusing recognition or enforcement of the award, unless the nature of the dispute is such that it cannot be decided by arbitration.

Procedural Language and Applicable Law

Article 17

(1) The parties may agree on the language(s) to be used in the arbitration. Failing such agreement, the Arbitral Tribunal shall determine the language(s) to be used, after having invited the parties to comment.

(2) The Arbitral Tribunal may decide that written evidence be accompanied by a translation into the language(s) agreed between the parties or determined by the Arbitral Tribunal.

(3) The Arbitral Tribunal shall decide the arbitration in accordance with the law chosen by the parties as applicable to a decision of the merits of the dispute. Failing a designation by the parties of the rules of law applicable to the decision of the merits of the dispute, the Arbitral Tribunal shall apply the rules, which it considers appropriate after having invited the parties to comment.

(4) The Arbitral Tribunal shall decide the dispute as amiable compositeur or ex aequo et bono only if the parties have expressly authorised it to do so.

(5) The Arbitral Tribunal shall in any case decide the dispute in accordance with the provisions of the contract and with due regard to the usages of the trade applicable to the case.

(6) The Rules have been prepared in Danish, English, German, French, Russian and Chinese. In cases where the procedural language is Danish, German, French, Russian or Chinese, the Danish, German, French, Russian or Chinese version of the Rules, respectively, shall apply. In all other cases the English version of the Rules shall apply.

Fundamental Principles

Article 18

(1) The Arbitral Tribunal shall be fair and impartial and shall ensure that parties are treated with equality and that each party is given full opportunity to present its case. The Arbitral Tribunal shall ensure that the arbitration is conducted within reasonable time and in an efficient and cost-conscious manner.

(2) The arbitration shall be governed by the Rules and, where the Rules are silent, by any other rules agreed by the parties or, failing that, by rules decided by the Arbitral Tribunal.

(3) Unless otherwise agreed between the parties, taking into account the circumstances of the case and after having invited the parties to comment, the Arbitral Tribunal may decide that any meetings, including the oral hearing, are to be conducted at any place it considers appropriate.

(4) Unless otherwise agreed between the parties, meetings, including oral hearings, shall be held in camera.

(5) The Arbitral Tribunal shall prepare minutes of meetings held, stating the place and time of the meeting, the participants of the meeting, and the decisions made at the meeting. These minutes shall be forwarded to the parties and the Secretariat.

(6) Prior to the conclusion of the preparatory work in the case, all submissions, documents, expert statements obtained by a party and other information produced to the Arbitral Tribunal by one party shall be communicated to the other party. Also expert opinions and evidentiary documents received by the Arbitral Tribunal directly from third parties shall be communicated to the parties.

(7) Upon the request of a party, the Arbitral Tribunal may make decisions concerning the confidentiality of the arbitration proceedings or of any other matters in connection with the arbitration and take measures to protect trade secrets and confidential information.

(8) If, without showing good cause, a party fails to appear at a meeting, including an oral hearing, or to produce documentary evidence, the Arbitral Tribunal may continue the proceedings and make an arbitral award on the evidence before it.

Preparatory Meeting

Article 19

(1) The Arbitral Tribunal shall as soon as possible convene the parties for a preparatory meeting. The meeting may be held by the use of telecommunication. In the notice convening the meeting the Arbitral Tribunal shall set out the issues of special importance to be addressed at the meeting, such as:

- (a) the position of the parties in relation to the facts and the legal points of the case, including a determination of undisputed facts and circumstances, and facts and circumstances requiring the taking of evidence,
- (b) the procedure for the taking of evidence, including the indication of the parties' own expert witnesses, submissions of written witness statements, etc.,
- (c) the organisation of, and a timetable for, any additional preparatory work, including any exchange of additional written submissions,
- (d) requests to a party for the submission of factual information, including the presentation of documents or other evidence,
- (e) requests for obtaining expert opinions or statements by organisations or authorities,
- (f) the phrasing of questions to experts appointed by the Arbitral Tribunal or jointly by the parties, organisations or authorities,
- (g) the costs that may accrue from the case, including the need to make decisions involving particularly cost-consuming activities, and
- (h) the organisation of an oral hearing, including the date, time and location of the oral hearing.

Experts Appointed by the Arbitral Tribunal

Article 20

(1) After having invited the parties to comment, the Arbitral Tribunal may decide to appoint one or more experts to report to it on specific issues to be determined by the Arbitral Tribunal. The Arbitral Tribunal may order a party to give the expert any and all relevant information and grant him or her access to inspect documents and other evidence.

(2) Any person appointed expert shall be available, impartial and independent.

(3) Before being appointed, the expert shall sign a Declaration of Acceptance and of Impartiality and Independence. At the same time the expert shall disclose in writing any circumstances which might give rise to reasonable doubts as to his or her availability, impartiality or independence. The expert shall also produce information on his or her professional and educational background, etc. (CV/résumé). The Secretariat shall forward the declaration and the CV/résumé to the parties and fix a deadline for any comments.

(4) After the appointment and during the case the expert shall immediately disclose in writing to the Arbitral Tribunal, the parties and the Secretariat any circumstances that should have been disclosed according to (3) had they existed at that time.

(5) Upon the request of the Arbitral Tribunal or a joint request of the parties, the Secretariat shall produce one or more candidates for appointment as expert(s). The Secretariat shall charge a fee for the appointment of such expert(s) amounting to EUR 500 or the equivalent amount in Danish Kroner (DKK) per expert.

(6) After having invited the parties to comment, the Arbitral Tribunal shall decide the fee payable to the expert.

Interim Measures

Article 21

(1) Upon the request of a party the Arbitral Tribunal may order another party to take such interim measures as the Arbitral Tribunal may consider necessary in

respect of the subject-matter of the dispute. The Arbitral Tribunal may require the party to provide appropriate security in connection with such measure.

Oral Hearing

Article 22

(1) The Arbitral Tribunal shall, in consultation with the parties, determine the date, time and location of an oral hearing and shall provide the parties with reasonable notice thereof.

(2) Upon the request of a party the Arbitral Tribunal may allow a testimony before the Arbitral Tribunal to be given by the use of telecommunication, if appropriate and sound.

(3) Each party shall well in advance before an oral hearing inform the Arbitral Tribunal and the other party of the witnesses they intend to call, including the subject matter and the most important themes of the witness testimonies, and provide copies of any new documents. Failure to do that not later than 8 calendar days before the hearing may cause the Arbitral Tribunal to reject hearing of the witness(es) or the inclusion of the new documents, unless special circumstances prevail.

(4) Upon the request of a party, or where the Arbitral Tribunal so decides, an expert – whether the expert is appointed by a party or jointly by the parties or by the Arbitral Tribunal and whether the expert has submitted a written statement prior to the oral hearing or not - shall give an oral statement before the Arbitral Tribunal and answer questions from the parties and the Arbitral Tribunal.

Closing of the Proceedings

Article 23

(1) When it finds that the case has been adequately clarified, the Arbitral Tribunal shall close the arbitral proceedings in order to render a final award.

The Arbitral Award

Form and Content of the Award

Article 24

(1) As soon as possible upon conclusion of the oral hearing, and, if possible, not later than six months from the referral of the case to the Arbitral Tribunal, cf. Article 15, the draft version of the arbitral award must be submitted to the Secretariat for the purpose of the scrutiny mentioned in Article 28. If the draft award has not been submitted by the expiry of the deadline, the Arbitral Tribunal shall notify the parties and the Secretariat of the time when the draft award may be expected.

(2) The award shall state its date and the place of arbitration. Unless otherwise agreed between the parties, the award shall contain a presentation of the facts of the case, including the claims made by the parties and, to the extent necessary, a rendition of the testimonies made by parties and witnesses. The award shall also contain the legal arguments of the parties and a detailed statement of the reasons upon which it is based.

(3) The award shall be in writing and shall be signed by the arbitrator(s). Where the Arbitral Tribunal is composed of more than one arbitrator, the signatures of the majority of the members of the Arbitral

Tribunal shall suffice, provided that the reason for any omitted signature is stated in the award.

(4) Where the Arbitral Tribunal is composed of more than one arbitrator, the award shall be made by a majority decision. If there is no majority, the President of the Arbitral Tribunal shall have the casting vote.

(5) An arbitrator who finds himself or herself to be in a minority regarding the reasons given and/or the outcome of the case shall be entitled to have his or her vote noted in the award.

Decision as to the Costs

Article 25

(1) The award shall state the costs of the arbitration and the proportion in which they shall be borne by the parties. The costs of the arbitration include the fees and any arbitration-related expenses of experts appointed by the Arbitral Tribunal, the fees and any arbitration-related expenses of each of the arbitrators, as well as the registration fee, administrative charge and arbitration-related expenses payable to DIA.

(2) The Secretariat shall make the final computation of the costs of the arbitration. The costs stated in the award shall equal the amount decided by the Secretariat. Any excess amount of the financial deposit is reimbursed.

(3) The award shall also state whether or not a party shall compensate the other party for reasonable costs, including legal costs, incurred by that other party in relation to the arbitration.

(4) In its decision as to costs, the Arbitral Tribunal shall take into account the outcome of the case and other relevant circumstances, including any agreement between the parties and the extent to which each party has contributed to the arbitration in an efficient and cost-conscious manner.

Arbitrators' Fees

Article 26

(1) The fees of the arbitrators shall be fixed by the Chairman's Committee on the basis of a reasoned written proposal made by the President of the Arbitral Tribunal, respectively the sole arbitrator, after consultation of the other arbitrators and setting out the size of the total fee and its allocation to the arbitrators. The proposal shall be based on Appendix 1, Article 3.

Liability for Costs

Article 27

(1) The parties shall be jointly and severally liable for the total costs of the arbitration regardless of how the costs have been allocated in the award and whether or not the amount exceeds the financial deposit lodged. If this means that one party has to pay for the other party, the former shall have a right of recourse against the latter.

Scrutiny of the Award

Article 28

(1) Before the rendering of the award, the Secretariat shall scrutinize the draft award. The Secretariat may propose modifications as to the form of the award and without affecting the Arbitral Tribunal's jurisdiction, draw its attention to other issues, including issues of importance to the validity of the award and its recogni-

tion and enforcement. Notwithstanding the scrutiny by the Secretariat, the responsibility for the contents of the award lies exclusively with the Arbitral Tribunal.

Notification of the Parties, etc.

Article 29

(1) The Secretariat shall forward to the parties the award signed by the Arbitral Tribunal, provided that the total costs of the arbitration have been fully paid to DIA.

(2) Upon the request of a party, the Secretariat shall forward a certified copy of the award.

(3) The award shall be binding on the parties. The parties undertake to carry out any award without undue delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made.

Award by Consent

Article 30

(1) If, during the case, the parties settle the dispute, the Arbitral Tribunal shall terminate the proceedings. If requested by the parties and not objected to by the Arbitral Tribunal, the Arbitral Tribunal shall record the settlement in the form of an arbitral award by consent.

(2) An arbitral award by consent shall be made in accordance with Article 24, except that such an award shall not be reasoned, and it shall state that it is an arbitral award. Such an award shall have the same status and legal effect as any other arbitral award on the merits of the case.

Correction, Interpretation and Additional Award

Article 31

- (1) Within 30 calendar days of receiving an arbitral award a party may request from the Arbitral Tribunal:
- (a) a correction of an award where, due to written, typing or calculation errors or similar errors, the contents of the award are not in accordance with the intention of the Arbitral Tribunal,
 - (b) an interpretation of the award, or
 - (c) the making of an additional award with regard to claims which, although they were presented to the Arbitral Tribunal and should have been decided by it, were omitted from the award.
- (2) A request for a correction to or an interpretation of an arbitral award or for the making of an additional award shall be submitted to the Arbitral Tribunal and to the other party with a copy to the Secretariat. The Arbitral Tribunal shall decide on the matter after having invited the other party to comment.
- (3) The Arbitral Tribunal may correct any error of the kind referred to in (1) (a) on its own motion within 30 calendar days of the date of the award, after having invited the parties to comment.
- (4) Under special circumstances the Arbitral Tribunal may extend the deadlines stated in (1) and (3) above.
- (5) The provisions in Article 24-29 shall also apply to decisions to correct or interpret the arbitral award as well as to an additional award.

Miscellaneous

Interim Arbitrator; Emergency Arbitrator

Article 32

- (1) Where the taking of evidence or interim measures cannot await the confirmation of the arbitrators under the Rules, it may be done with assistance from an interim arbitrator or an emergency arbitrator in accordance with the provisions contained in Appendices 2 and 3, respectively.

Waiver

Article 33

- (1) A party who has become aware that a provision of the Rules or a requirement under the arbitration agreement has not been complied with and yet proceeds with the case without stating an objection to such non-compliance without undue delay or, if a deadline is provided therefore, before that deadline, shall be deemed to have waived the right to object.

Confidentiality

Article 34

- (1) The members of the Arbitral Tribunal, the members of the Board or the Board of Representatives, the Chairman's Committee, the Secretariat and the Secretary General of DIA shall treat all matters relating to the arbitration as confidential. Notwithstanding the 1st sentence, the decisions made by the Chairman's Committee in pursuance of Article 13 (3) and (4) may be published in an anonymous form.

Archiving, etc.

Article 35

(1) When the costs of the arbitration have been paid and the case has been closed, the Secretariat shall, upon the request of the parties, return original documents, drawings and similar documents to the parties. Everything else that has been submitted in the case shall remain the property of DIA.

(2) DIA shall keep arbitral awards in its archive for a minimum of 10 years.

Limitation of Liability

Article 36

(1) The members of the Arbitral Tribunal, persons appointed by the Arbitral Tribunal, DIA, the members of the Board or DIA's Board of Representatives, the Chairman's Committee, the Secretariat or the Secretary General shall not be liable for any act or omission in connection with commencement of an arbitration, the processing of an arbitration or an award made by the Arbitral Tribunal, except to the extent such limitation of liability is prohibited by applicable law.

Appendix 1

Administrative Charge and Arbitrators' Fees

Introduction

Article 1

(1) The scales of administrative charges to DIA and arbitrators' fees set out in Article 2 and 3, respectively, are fixed by the Board of DIA and are effective as from 1 May 2013 in respect of all arbitrations commenced on or after such date, irrespective of the version of the rules of DIA applying to such arbitrations.

(2) The scales apply whether the dispute is decided after conducting an oral hearing or on basis of written submissions only.

Administrative Charge

Article 2

(1) The administrative charge shall be fixed by the Chairman's Committee in accordance with the scale set out below.

(2) The administrative charge cannot exceed the amounts set out in the scale below.

(3) Where the amount in dispute cannot be determined on the basis of the claim made, the monetary value of the case shall be fixed at the discretion of the Chairman's Committee.

(4) Where a case ends before the rendering of a final award, for instance where the parties settle the dispute, the Chairman's Committee shall fix a reasonable administrative charge, taking into account the

work DIA has put into the case and any other circumstances. If an arbitration ends immediately prior to the oral hearing, the administrative charge shall be the full amount applicable under the scale below, unless the Chairman's Committee decides otherwise.

Administrative Charge

Amount in dispute in EUR and DKK

Administrative charge

Up to EUR 25,000
Up to DKK 185,000

EUR 1,000
DKK 7,500

From EUR 25,001
to EUR 50,000

EUR 675 + 3 %
of the amount above
EUR 25,000

**From DKK 185,001
to DKK 370,000**

**DKK 5,000 + 3 %
of the amount above
DKK 185,000**

From EUR 50,001
to EUR 100,000

EUR 2,000 + 2 %
of the amount above
EUR 50,000

**From DKK 370,001
to DKK 740,000**

**DKK 15,000 + 2 %
of the amount above
DKK 370,000**

From EUR 100,001
to EUR 300,000

EUR 3,000 + 1 %
of the amount above
EUR 100,000

**From DKK 740,001
to DKK 2,200,000**

**DKK 22,000 + 1 %
of the amount above
DKK 740,000**

From EUR 300,001
to EUR 500,000

EUR 4,000 + 1 %
of the amount above
EUR 300,000

**From DKK 2,200,001
to DKK 3,700,000**

**DKK 30,000 + 1 %
of the amount above
DKK 2,200,000**

From EUR 500,001
to EUR 1,000,000

EUR 7,000 + 0.8 %
of the amount above
EUR 500,000

**From 3,700,001
to DKK 7,400,000**

**DKK 53,000 + 0.8 %
of the amount above
DKK 3,700,000**

From EUR 1,000,001
to EUR 2,000,000

EUR 11,000 + 0.3 %
of the amount above
EUR 1,000,000

**From DKK 7,400,001
to DKK 14,800,000**

**DKK 81,000 + 0.3 %
of the amount above
DKK 7,400,000**

Amount in dispute in EUR and DKK

Administrative charge

From EUR 2,000,001
to EUR 5,000,000

EUR 14,000 + 0.1 %
of the amount above
EUR 2,000,000

**From DKK 14,800,001
to DKK 37,000,000**

**DKK 103,000 + 0.1 %
of the amount above
DKK 14,800,000**

From EUR 5,000,001
to EUR 10,000,000

EUR 17,000 + 0.06 %
of the amount above
EUR 5,000,000

**From DKK 37,000,001
to DKK 74,000,000**

**DKK 125,000 + 0.06 %
of the amount above
DKK 37,000,000**

From EUR 10,000,001
to EUR 50,000,000

EUR 20,000 + 0.02 %
of the amount above
EUR 10,000,000

**From DKK 74,000,001
to DKK 370,000,000**

**DKK 148,000 + 0.02 %
of the amount above
DKK 74,000,000**

From EUR 50,000,001
to EUR 75,000,000

EUR 28,000 + 0.01 %
of the amount above
EUR 50,000,000

**From DKK 370,000,001
to DKK 555,000,000**

**DKK 207,000 + 0.01 %
of the amount above
DKK 370,000,000**

From EUR 75,000,001
to EUR 100,000,000

EUR 30,500 + 0.01 %
of the amount above
EUR 75,000,000

**From DKK 555,000,001
to DKK 740,000,000**

**DKK 225,000 + 0.01 %
of the amount above
DKK 555,000,000**

Maximum EUR 60,000

Maximum DKK 444,000

Arbitrators' Fees

Article 3

(1) The fees of the arbitrators shall be fixed by the Chairman's Committee of DIA upon a reasoned written proposal made by the president of the Arbitral Tribunal, respectively the sole arbitrator, after consultation with the other arbitrators and setting out the size of the total fee and its allocation to the arbitrators. The proposal shall be based on the application of the scale set out below.

(2) In addition, when fixing the fees, the Chairman's Committee takes into account whether the Arbitral Tribunal has ensured that the deposit is adequate at any point in time, the diligence of the arbitrators and the extent to which they have managed the arbitration in an efficient and cost-conscious manner, including whether the deadline mentioned in Article 24 (1) has been complied with, the amount in dispute, time spent, the complexity of the dispute and any other relevant circumstances.

(3) The Chairman's Committee may fix the fees of the arbitrators at a level below or above that which would result from the application of the scale below should this be deemed necessary due to exceptional circumstances.

(4) Where the amount in dispute cannot be determined on the basis of the claim made, the monetary value of the case shall be fixed at the discretion of the Chairman's Committee.

(5) Separate fee arrangements between the parties and the arbitrators shall be considered contrary to the Rules.

(6) Where a case ends before the rendering of a final award, the Chairman's Committee shall at its discretion fix a reasonable fee to the arbitrators in accordance with (1) - (4) above.

(7) Amounts payable to an arbitrator do not include any possible value added tax (VAT) or other taxes or charges that may be and imposts applicable to the arbitrator's fees. Parties have a duty to pay any such taxes or charges; however, the recovery of any such charges or taxes is a matter solely between each arbitrator and the parties.

Arbitrators' Fee

Amount in dispute in EUR and DKK	President of the Tribunal/ Sole Arbitrator		Arbitrator, not president	
	Minimum	Maximum	Minimum	Maximum
Up to EUR 25,000 Up to DKK 185,000	EUR 1,350 DKK 10,000	EUR 2,000 DKK 15,000	EUR 1,350 DKK 10,000	EUR 1,350 DKK 10,000
From EUR 25,001 to EUR 50,000 From DKK 185,001 to DKK 370,000	EUR 2,000 DKK 15,000	EUR 2,700 DKK 20,000	EUR 2,000 DKK 15,000	EUR 2,000 DKK 15,000
From EUR 50,001 to EUR 100,000 From DKK 370,001 to DKK 740,000	EUR 2,700 DKK 20,000	EUR 3,400 DKK 25,000	EUR 2,000 DKK 15,000	EUR 2,700 DKK 20,000
From EUR 100,001 to EUR 300,000 From DKK 740,001 to DKK 2,200,000	EUR 3,400 DKK 25,000	EUR 8,100 DKK 60,000	EUR 2,700 DKK 20,000	EUR 6,750 DKK 50,000
From EUR 300,001 to EUR 500,000 From DKK 2,200,001 to 3.700,000	EUR 6,750 DKK 50,000	EUR 11,000 DKK 80,000	EUR 5,400 DKK 40,000	EUR 8,800 DKK 65,000
From EUR 500,001 to EUR 1,000,000 From DKK 3,700,001 to DKK 7,400,000	EUR 9,500 DKK 70,000	EUR 18,000 DKK 135,000	EUR 7,400 DKK 55,000	EUR 14,000 DKK 105,000
From EUR 1,000,001 to EUR 2,000,000 From DKK 7,400,001 to DKK 14,800,000	EUR 12,000 + 0.5 % of the amount above EUR 1,000,000 DKK 88,000 + 0.5 % of the amount above DKK 7,400,000	EUR 34,000 + 2 % of the amount above EUR 1,000,000 DKK 251,000 + 2 % of the amount above DKK 7,400,000	EUR 9,000 + 0.375 % of the amount above EUR 1,000,000 DKK 66,000 + 0.375 % of the amount above DKK 7,400,000	EUR 25,500 + 1.5 % of the amount above EUR 1.000.000 DKK 188,000 + 1.5 % of the amount above DKK 7,400,000
From EUR 2,000,001 to EUR 5,000,000 EUR 2,000,000 From DKK 14,800,001 to DKK 37,000,000	EUR 17,000 + 0.2 % of the amount above EUR 2,000,000 DKK 125,000 + 0.2 % of the amount above DKK 14,800,000	EUR 54,000 + 1 % of the amount above DKK 399,000 + 1 % of the amount above DKK 14,800,000	EUR 12,750 + 0.15 % of the amount above EUR 2,000,000 DKK 94,000 + 0.15 % of the amount above DKK 14,800,000	EUR 40,500 + 0.75 % of the amount above EUR 2,000,000 DKK 299,000 + 0.75 % of the amount above DKK 14,800,000
From EUR 5,000,001 to EUR 10,000,000 From DKK 37,000,001 to DKK 74,000,000	EUR 23,000 + 0,1 % of the amount above EUR 5,000,000 DKK 170,000 + 0.1 % of the amount above DKK 37,000,000	EUR 84,000 + 0.52 % af beløbet der overstiger EUR 5,000,000 DKK 621,000 + 0.52 % of the amount above DKK 37,000,000	EUR 17,250 + 0.075 % of the amount above EUR 5,000,000 DKK 127,000 + 0.075 % of the amount above DKK 37,000,000	EUR 63,000 + 0.39 % of the amount above EUR 5,000,000 DKK 466,000 + 0.39 % of the amount above DKK 37,000,000

Arbitrators' Fee

Amount in dispute in EUR and DKK	President of the Tribunal/ Sole Arbitrator		Arbitrator, not president	
	Minimum	Maximum	Minimum	Maximum
From EUR 10,000,001 to EUR 50,000,000	EUR 28,000 + 0.03 % of the amount above EUR 10,000,000	EUR 110,000 + 0.1 % of the amount above EUR 10,000,000	EUR 21,000 + 0.0225 % of the amount above EUR 10,000,000	EUR 82,500 + 0.075 % of the amount above EUR 10,000,000
From DKK 74,000,001 to DKK 370,000,000	DKK 207,000 + 0.03 % of the amount above DKK 74,000,000	DKK 814,000 + 0.1 % of the amount above DKK 74,000,000	DKK 155,000 + 0.0225 % of the amount above DKK 74,000,000	DKK 610,000 + 0.075 % of the amount above DKK 74,000,000
From EUR 50,000,001 to EUR 75,000,000	EUR 40,000 + 0.02 % of the amount above EUR 50,000,000	EUR 150,000 + 0.08 % of the amount above EUR 50,000,000	EUR 30,000 + 0.015 % of the amount above EUR 50,000,000	EUR 112,500 + 0.06 % of the amount above EUR 50,000,000
From DKK 370,000,001 to DKK 555,000,000	DKK 296,000 + 0.02 % of the amount above DKK 370,000,000	DKK 1,110,000 + 0.08 % of the amount above DKK 370,000,000	DKK 222,000 + 0.015 % of the amount above DKK 370,000,000	DKK 832,000 + 0.06 % of the amount above DKK 370,000,000
From EUR 75,000,001 to EUR 100,000,000	EUR 45,000 + 0.012 % of the amount above EUR 75,000,000	EUR 170,000 + 0.048 % of the amount above EUR 75,000,000	EUR 33,750 + 0.009 % of the amount above EUR 75,000,000	EUR 127,500 + 0.036 % of the amount above EUR 75,000,000
From DKK 555,000,001 to DKK 740,000,000	DKK 333,000 + 0.012 % of the amount above DKK 555,000,000	DKK 1,258,000 + 0.048 % of the amount above DKK 555,000,000	DKK 249,000 + 0.009 % of the amount above DKK 555,000,000	DKK 943,000 + 0.036 % of the amount above DKK 555,000,000
From EUR 100,000,001	EUR 48,000 + 0.01 % of the amount above EUR 100,000,000	EUR 182,000 + 0.045 % of the amount above EUR 100,000,000	EUR 36,000 + 0.0075 % of the amount above EUR 100,000,000	EUR 136,500 + 0.03375 % of the amount above EUR 100,000,000
Fra DKK 740,000,001	DKK 355,000 + 0.01 % of the amount above DKK 740,000,000	DKK 1,346,000 + 0.045 % of the amount above DKK 740,000,000	DKK 266,000 + 0.0075 % of the amount above DKK 740,000,000	DKK 1,010,000 + 0.03375 % of the amount above DKK 740,000,000

Appendix 2

Taking of Evidence Prior to the Confirmation of the Arbitrators

Powers of the Interim Arbitrator

Article 1

(1) The interim arbitrator has powers to resolve any disputes between the parties regarding the taking of evidence, cf. Article 32 of the Rules of Arbitration Procedure.

(2) The powers of the interim arbitrator shall terminate when:

- (a) the arbitrators are confirmed in accordance with the Rules of Arbitration Procedure, or
- (b) the interim arbitrator decides that the proceedings of the taking of evidence are closed or have become unnecessary or impossible.

(3) The interim arbitrator may require a party to provide appropriate security.

Application for Appointment of an Interim Arbitrator

Article 2

(1) An application for the appointment of an interim arbitrator shall as a minimum include the following information:

- (a) The names, addresses, telephone numbers and e-mail addresses of the parties as well as any VAT and company registration numbers.
- (b) Information about any legal counsel of the parties, including the names and addresses, telephone numbers and e-mail addresses of such legal counsel.

- (c) A statement of the facts and legal circumstances and documents and other evidence upon which the party intends to rely, as well as any other information necessary for the handling of the application.
- (d) Any comments on the place of the interim arbitration, the rules of law chosen by the parties as applicable to the case as well as the language(s) to be used in the proceedings.

(2) Documents referred to in the application, including the arbitration agreement, shall be enclosed in the form of original documents or copies thereof.

Confirmation of Receipt of the Application

Article 3

(1) The Secretariat shall inform the parties of its receipt of the application and shall at the same time send them a copy of the Rules of Arbitration Procedure.

Appointment of the Interim Arbitrator

Article 4

(1) The Chairman's Committee shall as soon as possible appoint an interim arbitrator, unless an interim arbitrator manifestly lacks jurisdiction.

(2) The interim arbitrator shall be and shall remain impartial and independent of the parties involved during the processing of the case.

(3) An interim arbitrator may not be appointed arbitrator in any future arbitration related to the dispute, unless otherwise agreed between the parties.

Place of the Interim Arbitration

Article 5

(1) The place of the interim arbitration shall be Copenhagen, Denmark, unless otherwise agreed between the parties.

Referral to the Interim Arbitrator

Article 6

(1) When the interim arbitrator has been appointed, the Secretariat shall refer the application and any additional correspondence to the interim arbitrator. Henceforth, all correspondence shall be exchanged directly between the interim arbitrator and the parties with copies to the Secretariat, which will follow the developments in the case so that, if necessary, it may assist the interim arbitrator and the parties in ensuring that the case progresses effectively and efficiently.

Conduct of the Interim Proceedings and the Decisions of the Interim Arbitrator

Article 7

(1) The interim proceedings shall be conducted under the Rules of Arbitration Procedure which are applied with such modifications as follows from the nature of the case.

(2) The decisions of the interim arbitrator shall be binding on the parties and shall be complied with without delay.

(3) The decisions of the interim arbitrator shall not be binding on arbitrators confirmed in accordance with the rules stated in (1).

Financial Deposit and Costs

Article 8

(1) The party applying for the appointment of an interim arbitrator shall pay a cash deposit as security for the estimated costs of interim proceedings.

(2) The Secretariat shall fix the amount of the financial deposit. Failure by a party to pay the financial deposit demanded by the Secretariat within a deadline of 5 calendar days of receiving notice of its size may cause the Secretariat to close the case without prejudice to the said party's possibility of submitting an application on the same issue at a later stage. At any time the Secretariat may decide that the financial deposit be adjusted and that any additional amount be paid before the proceedings continue.

(3) The costs of the interim proceedings include the fee and any arbitration-related expenses of the interim arbitrator and the administrative charge and any arbitration-related expenses of DIA. The administrative charge payable to DIA amounts to one third of the fee to the interim arbitrator. The fee of the interim arbitrator shall be fixed by the Chairman's Committee upon a reasoned written proposal made by the interim arbitrator in accordance with the principles of Appendix 1 applied with such modifications as follows from the nature of the case.

(4) Upon the request of a party, the costs of the interim proceedings may be finally apportioned between the parties by the Arbitral Tribunal that may later be confirmed in accordance with the Rules of Arbitration Procedure.

Appointment of Experts

Article 9

(1) Upon the request of a party and after having invited the other party to comment, the interim arbitrator may decide to appoint one or more experts to report to it on specific issues.

(2) Upon the request of the interim arbitrator or a joint request of the parties, the Secretariat shall produce one or more candidates for appointment as expert(s). The Secretariat shall charge a fee for the appointment of such expert(s) amounting to EUR 500 or the equivalent amount in Danish Kroner (DKK) per expert.

(3) In addition to the charge mentioned in (2), a financial deposit shall be paid to DIA as security for the estimated costs of the work of the expert.

(4) The party requesting the appointment of an expert shall pay the amounts mentioned in (2) and (3), unless otherwise decided by the Secretariat.

Appendix 3

Interim Measures to be Granted Prior to the Confirmation of the Arbitrators

Powers of the Emergency Arbitrator

Article 1

(1) The emergency arbitrator may upon the request of a party grant any interim measure that he or she deems to be necessary in view of the nature of the case, cf. Article 32 of the Rules of Arbitration Procedure.

(2) The powers of the emergency arbitrator shall terminate when:

- (a) the arbitrators are confirmed in accordance with the Rules of Arbitration Procedure,
- (b) arbitration is not commenced within 30 calendar days from the date of the emergency arbitrator's decision, or
- (c) the emergency arbitrator finds that interim measures are unnecessary or impossible.

(3) The emergency arbitrator may order a party to provide appropriate security.

Application for Appointment of an Emergency Arbitrator

Article 2

(1) An application for the appointment of an emergency arbitrator shall as a minimum include the following information:

- (a) The names, addresses, telephone numbers and e-mail addresses of the parties as well as any VAT and company registration numbers.

- (b) Information about any legal counsel of the parties, including the names and addresses, telephone numbers and e-mail addresses of such legal counsel.
 - (c) A statement of the interim measure sought.
 - (d) A statement of the facts and legal circumstances and documents and other evidence upon which the party intends to rely, and any other information necessary for the handling of the application, including comments on why the interim measure cannot await the confirmation of the arbitrators in accordance with the Rules of Arbitration Procedure.
 - (e) Any comments on the place of the emergency arbitration, the rules of law chosen by the parties as applicable to the case as well as the language(s) to be used in the proceedings.
 - (f) Proof of any payment of a financial deposit pursuant to Article 10.
- (2) Documents referred to in the application, including the arbitration agreement, shall be enclosed in the form of original documents or copies thereof.

Confirmation of Receipt of the Application

Article 3

- (1) The Secretariat shall inform the parties of its receipt of the application and shall at the same time send them a copy of the Rules of Arbitration Procedure.

Appointment of the Emergency Arbitrator

Article 4

- (1) The Chairman's Committee shall appoint an emergency arbitrator as soon as possible, unless an emergency arbitrator manifestly lacks jurisdiction.
- (2) The emergency arbitrator shall be and shall remain impartial and independent of the parties.

- (3) An emergency arbitrator may not be appointed arbitrator in any future arbitration related to the dispute, unless otherwise agreed between the parties.

Place of the Emergency Arbitration

Article 5

- (1) The place of the emergency arbitration shall be Copenhagen, Denmark, unless otherwise agreed between the parties.

Referral to the Emergency Arbitrator

Article 6

- (1) When the emergency arbitrator is appointed, the Secretariat shall refer the application and any additional correspondence to the emergency arbitrator. Henceforth, all correspondence shall be exchanged directly between the emergency arbitrator and the parties with copies to the Secretariat, which will follow the developments in the case so that, if necessary, it may assist the emergency arbitrator and the parties in ensuring that the case progresses effectively and efficiently.

Conduct of the Emergency Proceedings

Article 7

- (1) The emergency proceedings shall be conducted in accordance with the Rules of Arbitration Procedure which are applied with such necessary modifications in view of the urgent nature of the case.

Decision of the Emergency Arbitrator

Article 8

- (1) The emergency arbitrator shall make a decision on any interim measures as soon as possible and not

later than 14 calendar days from the date upon which the application was referred pursuant to Article 6. If a decision is not made by the deadline fixed in 1st sentence, the emergency arbitrator shall notify the parties and the Secretariat of the time when a decision in the case may be expected.

(2) The decision of the emergency arbitrator shall be in writing and signed, and it shall state the date it was made, the reasons upon which it is based and the place of the emergency arbitration.

(3) The decision of the emergency arbitrator shall be forwarded to each party and the Secretariat.

Binding Effect of the Decision

Article 9

(1) The decision of the emergency arbitrator shall be binding on the parties and shall be complied with as soon as possible.

(2) The decision of the emergency arbitrator shall cease to be binding where:

- (a) the emergency arbitrator or the arbitrators confirmed in accordance with the Rules of Arbitration Procedure so decides,
- (b) the arbitrators confirmed in accordance with the rules stated in (a) makes a final award in the case, or
- (c) an arbitration in accordance with the rules stated in (a) is not commenced within 30 calendar days from the date of the decision of the emergency arbitrator.

(3) The decisions of the emergency arbitrator shall not be binding on the arbitrators confirmed in accordance with the rules stated in (2)(a).

Financial Deposit and Costs

Article 10

(1) The party applying for the appointment of an emergency arbitrator shall pay a cash deposit of EUR 12,500 or the equivalent amount in Danish Kroner (DKK) as security for the estimated costs of the emergency proceedings.

(2) Failure by a party to pay the financial deposit not later than the day after submitting the application mentioned in Article 2 may cause the Secretariat to close the case without prejudice to the said party's possibility of submitting an application on the same issue at a later stage. At any time the Secretariat may demand that the financial deposit be adjusted and that any additional amount be paid before the proceedings continue.

(3) The costs of the emergency proceedings include the fee and any arbitration-related expenses of the emergency arbitrator and an administrative charge and any arbitration-related expenses of DIA. The administrative charge of DIA amounts to one third of the fee to the emergency arbitrator. The fee of the emergency arbitrator shall be fixed by the Chairman's Committee upon a reasoned written proposal made by the emergency arbitrator in accordance with the principles of Appendix 1 applied with such modifications as follows from the nature of the case.

(4) Upon the request of a party, the costs of the emergency proceedings may be finally apportioned between the parties by the Arbitral Tribunal that may later be confirmed in accordance with the Rules of Arbitration Procedure.

