

RULES OF PROCEDURE TAB

I. GENERAL ISSUES

Art. 1 Scope of application

These Rules shall apply to arbitrations administered by the Tribunal Arbitral de Barcelona [*Barcelona Arbitration Court*] (hereinafter referred to as "TAB").

Art. 2 Rules of interpretation

1. In these rules:

- a) the reference to the Tribunal shall be construed as a reference to the TAB;
- b) references to "arbitrator", "arbitrators" and "arbitration panel" shall be understood to refer to one or more persons;
- c) references in the singular shall include the plural when there is a plurality of parties;
- d) references to "arbitration" shall be construed as references to "arbitral proceedings";
- e) the reference to "communication" shall include any procedural order, notice, interpellation, agreement, writing, letter, note or information addressed to any of the parties, arbitrators or the TAB;
- f) the reference to "contact details" shall include domicile, habitual residence, place of business, postal address, telephone, fax and e-mail address.
- g) anything not expressly prohibited in these Rules shall be deemed to be permitted.

2. The TAB shall reject arbitrations that do not comply with the law and may reject, with reasons, those that do not comply with these Rules.

3. It shall be understood that the parties entrust the administration of the arbitration to the TAB when the arbitration agreement submits the resolution of their differences "to the Tribunal", "to the Court", to the "rules of the Tribunal", to the "rules of arbitration of the Tribunal" or use any other similar expression.

4. Submission to the arbitration rules shall be deemed to be submission to the rules in force on the date of commencement of the arbitration, unless it has been expressly agreed to submit to the rules in force on the date of the arbitration agreement.

5. The reference to "arbitration law" shall be construed as a reference to the applicable arbitration law in force at the time the request for arbitration is submitted.



6. The TAB shall be responsible for resolving, ex officio or at the request of any of the parties or arbitrators, definitively, any doubts that may arise regarding the interpretation of these Rules.

Art. 3 Communications

1. The parties may agree that communications may only be made electronically using the communication platform provided for this purpose by the TAB.
2. Any pleading or document which is not submitted in digital format shall be accompanied by as many paper copies as there are parties, plus additional copies for each arbitrator and for the TAB.
3. In its first written submission, each party shall designate an address for the purpose of communications. All communications to be addressed to that party during the arbitration shall be sent to that address, unless a different address is formally notified to the Tribunal at a later date.
4. So long as a party does not designate an address for service, nor has the address been stipulated in the arbitration contract or agreement, communications to that party shall be addressed to his domicile, place of business or habitual residence, and preference shall be given to the registered address.
5. If it is not possible to ascertain, after reasonable enquiry, any of the places referred to in the preceding paragraph, communications to that party shall be addressed to the last known domicile, habitual residence, place of business or address of the addressee.
6. It is the responsibility of the applicant for arbitration to inform the TAB of the data listed in the sections relating to the Respondent, until such time as the latter appears or designates an address for communications.
7. Communications may be made by delivery against receipt, registered mail, courier service, electronic means or any other means that provides proof of sending and receipt. Efforts shall be made to favour electronic communication.
8. A communication shall be deemed to have been received on the day on which it has been:
 - a) delivered personally to the addressee
 - b) delivered at his or her domicile, habitual residence, place of business or known address; or
 - c) attempted to be delivered in accordance with paragraph 5 of this Article.
9. The communication of the arbitrators with the jurisdiction, the Administration and other institutions or third parties may be made through the TAB, which, in this case, shall arrange for its service.

Art. 4 Time limits

1. Unless provided otherwise, in the case of a period of days starting on a particular day, that day shall be excluded from the calculation, which shall commence on the following day.



2. Any communication shall be deemed to have been received on the day on which it is delivered or attempted to be delivered in accordance with the provisions of the preceding Article.
3. Non-business days are not excluded in the calculation of time limits; however, if the last day of the time limit is a non-business day in the locality where the TAB has its main office, it shall be deemed to be extended to the first following business day. Unless expressly authorised by the TAB, the month of August shall not be a working day.
4. The time periods established in these Rules may be modified (including their extension, reduction or suspension) by the TAB until the constitution of the arbitration panel, and by the arbitrators from that time onwards, unless otherwise expressly agreed by the parties.
5. The TAB shall ensure at all times that the time limits are complied with in order to avoid delays. This shall be taken into account by the arbitrators when deciding on the costs of the arbitration and by the TAB when setting the final fees of the arbitrators.

II. COMMENCEMENT OF PROCEEDINGS

Art. 5 Request for arbitration

1. The arbitration proceedings shall commence with the filing of the request for arbitration with the TAB, which shall record this date in the register enabled for this purpose.
2. The request for arbitration shall contain at least the following information:
 - a) The full name, address and other relevant data for the identification and contact of the Claimant(s) and of the Respondent(s). In particular, it shall indicate the postal and/or electronic addresses to which communications should be addressed to all such parties in accordance with Article 3.
 - b) The full name, address and other relevant contact details of the persons who will represent and defend the Claimant in the arbitration.
 - c) A brief description of the dispute.
 - d) The relief sought and the amount of such relief.
 - e) The act, contract or legal transaction from which the dispute arises or to which the dispute relates.
 - f) The arbitration agreement invoked.
 - g) A proposal as to the number of arbitrators, the language and the place of arbitration, if there is no prior agreement on this or it is intended to be modified.
 - h) If the arbitration agreement provides for the appointment of a three-member arbitration panel, the designation of the person to be chosen by the Claimant - giving full name and contact details -, accompanied by the declaration of independence and impartiality referred to in Article 10.
3. The request for arbitration may also contain an indication of the rules which the Claimant considers applicable to the substance of the dispute.



4. At least the following documents shall be attached to the request for arbitration:
 - a) A copy of the arbitration agreement or of the communications evidencing the same.
 - b) A copy of the contracts, if any, from which the dispute arises.
 - c) Powers of attorney or apud acta granted at the Secretariat of the TAB, in favour of the persons who will represent the party in the arbitration.
 - d) Proof of payment of the admission and administration fees of the TAB, as well as the applicable provisions of funds for the arbitrators' fees.
5. If the request for arbitration is incomplete, the copies or annexes are not submitted in the required number or the TAB admission and administration fees fixed by the TAB are not paid, the TAB may fix a reasonable period of time not exceeding fifteen days for the Claimant to remedy the defect or pay the fees. Once the defect has been remedied or the fees have been paid within the period granted, the request for arbitration shall be deemed to have been validly filed on the date of its initial filing. Otherwise, if the period of time granted by the TAB has elapsed without the defect having been remedied or the fees having been paid, the file shall be closed without further proceedings.
6. Once the request for arbitration has been received with all its documents and copies, any defects have been remedied and the required fees have been paid, the TAB shall send a copy of the request to the Respondent without delay.

Art. 6 Answer to the request for arbitration

1. The Respondent shall answer the request for arbitration within fifteen days of receipt thereof.
2. The answer to the request for arbitration shall contain at least the following particulars:
 - a) The full name, address and other relevant information for identification and contact of the Respondent; in particular, the name of the person and address to whom any communication to be made to the Respondent during the arbitration should be addressed.
 - b) The full name, address and other relevant identification and contact details of the persons who will represent and defend the Respondent in the arbitration.
 - c) A brief statement on the description of the dispute made by the Claimant and on the proposed amount.
 - d) The position of the Respondent on the Claimant's claims.
 - e) If opposing arbitration, a statement of its position on the existence, validity or enforceability of the arbitration agreement.
 - f) The position of the Respondent on the Claimant's proposal regarding the number of arbitrators, the language and the place of arbitration, if there is no prior agreement or if it is intended to be modified.
 - g) If the arbitration agreement provides for the appointment of a three-member arbitration panel, the designation of the person to be chosen by the Respondent - giving full name and contact details -, accompanied by the declaration of independence and impartiality referred to in Article 10.
 - h) The position of the Respondent on the rules applicable to the merits of the dispute.

3. The response to the request for arbitration shall be accompanied by at least the following documents:
 - a) The power of attorney or appointment *apud acta* granted at the Secretariat of the TAB in favour of the persons who will represent the party in the arbitration.
 - b) Proof of payment of the admission and administration fees of the TAB, as well as the applicable advance of costs for the arbitrators' fees.
4. Once the response to the request for arbitration has been received with all its documents and copies, and the corresponding fees and advance of costs have been paid in the amount fixed by the TAB, a copy shall be sent to the Claimant. The correction of any defects in the answer to the request for arbitration shall be governed by the provisions contained in Article 5.5 of these Rules.
5. Failure to submit the answer to the request for arbitration within the time limit shall not suspend the proceedings or the appointment of the arbitrators and the arbitration proceedings shall continue in accordance with the provisions of these Rules.

Art. 7 Counterclaim

1. If the respondent intends to file a counterclaim, this may be announced in the statement of defence to the request for arbitration.
2. The announcement of counterclaim shall contain at least the following particulars:
 - a) A brief description of the dispute.
 - b) The justification that the legal relationship that constitutes its subject matter falls within the scope of application of the arbitration agreement.
 - c) The claims to be formulated and their amount.

Art. 8 Prima facie review of the existence of the arbitration agreement

In the event that the Respondent does not answer the request for arbitration, refuses to submit to arbitration or raises one or more defences relating to the existence, validity or scope of the arbitration agreement, the following alternatives may arise:

- a) If the TAB considers, *prima facie*, the existence of an arbitration agreement, in accordance with the Rules, it shall continue with the processing of the arbitration proceedings, without prejudice to the admissibility or the merits of the defences that may be raised. In this case, it shall be up to the arbitrators to decide on their own competence.
- b) If the TAB appreciates, *prima facie*, the non-existence of an arbitration agreement, in accordance with the Rules, it shall notify the parties that the arbitration may not proceed.

Art. 9 Provision of funds for costs

1. The TAB shall fix the amount of the advance on costs to pay the costs of the arbitration in accordance with the rates in force from time to time.
2. During the arbitration proceedings, the TAB may request, on its own motion or at the request of the arbitrators, additional advance on costs from the parties, if necessary.
3. In those cases in which, due to the filing of a counterclaim or for any other reason, it is necessary to request the payment of provisions of funds to the parties on several occasions, it shall be the exclusive responsibility of the TAB to determine the allocation of the payments made to the provisions of funds.
4. Unless otherwise agreed by the parties, the payment of these provisions shall be made by the Claimant and the Respondent in equal shares. If either party fails to pay its share, any of the other parties may substitute such payment for the continuation of the proceedings and without prejudice to the final allocation as the case may be.
5. If, at any time during the arbitration, the required provisions are not paid in full, the TAB shall notify the parties of this situation so that any of them may make the required payment within fifteen days of such notification. If payment is not made within this period, the TAB shall refuse to administer the arbitration, in which case, after deducting the amount corresponding to administration costs incurred up to that time, it shall reimburse each party the remaining amount deposited.

The TAB may, however, continue the administration of the arbitration, despite the fact that the requested provisions of funds have not been completed, in those cases in which either party offers sufficient security, in the opinion of the TAB, to cover the unpaid amounts.

6. Once the award has been rendered, the TAB shall send the parties a statement of the provisions received. The remaining balance shall be returned to the parties, in the proportion that corresponds to each of them.
7. If the Claimant states in the statement of claim a higher interest or amount of claims than those stated in the request, it shall attach to that document, if applicable, proof of having paid to the TAB the sum necessary to pay the expenses and foreseeable fees of the arbitration, determined in accordance with such modifications, after deduction of the sum already paid. Failure to justify payment at the aforementioned time shall entitle the arbitrators to refrain from dealing with and deciding in the award on those excesses, which shall be excluded from the subject matter of the arbitration, or to suspend and terminate the arbitration proceedings, except in the case indicated in the last paragraph of section 5 of this Article.
8. If the Respondent files a counterclaim, evidence of having paid to the TAB the sum necessary to pay the expenses and fees foreseeable for the processing of the counterclaim shall be attached to the counterclaim. Failure to provide proof of payment at the aforementioned time shall oblige the arbitrators not to process the counterclaim, unless the provisions of the second paragraph of section 5 of this Article are applicable.

III. APPOINTMENT OF ARBITRATORS

Art. 10 Independence and impartiality

1. An arbitrator must be and remain during the arbitration independent and impartial, and shall not maintain any personal, professional or business relationship with the parties.
2. Before their final appointment or confirmation, if applicable, the person proposed as arbitrator shall sign a statement of independence, impartiality and availability, as well as an express commitment to confidentiality, and shall inform the TAB in writing of any circumstance which may be considered relevant to their appointment and, especially, those which may give rise to doubts as to their independence or impartiality.
3. The arbitrators shall immediately inform the TAB in writing, and the TAB shall inform the parties, of any circumstances which may call into question their independence, impartiality or availability during the arbitration.
4. The arbitrators undertake to perform their duties with the utmost diligence and in accordance with the provisions of these Rules.

Art. 11 Number of arbitrators and appointment procedure

1. If the parties have not agreed on the number of arbitrators, the TAB shall decide whether to appoint a sole arbitrator or a panel of three arbitrators, taking into account all the circumstances.
2. As a general rule, the TAB shall appoint a sole arbitrator, unless the special nature of the case justify the appointment of three arbitrators.
3. The appointment of arbitrators by the TAB shall be made from among the persons on the list which shall be displayed on the TAB's website. In order to form part of the list, the corresponding request must be formalised, specifying the professional qualifications, experience and speciality or specialities and providing sufficient accreditation. It shall also indicate the arbitration courses attended, the arbitration proceedings in which the applicant has been involved, whether at the TAB or at other institutions, or ad hoc arbitrations, and the languages in which the applicant is capable of ordering and processing an arbitration proceeding. In arbitrations in law, it will be necessary for the applicant, in addition to being a jurist, to have been a graduate in law for ten years or more, and to accredit the exercise of a legal profession during this period. On formalising the request for inclusion on the list of arbitrators, the applicants must authorise the TAB to publish their name, personal and professional circumstances and speciality on the corporate website.

In order to be included on the list, the TAB reserves the right to hold a personal interview with the candidate prior to registration in order to compare and assess the information received.

4. The TAB, after analysing the characteristics of the conflict, shall proceed, on the basis of the existing list of arbitrators and taking into account the appropriate specialisation for its resolution,

to directly appoint the person it considers suitable as arbitrator and his/her substitutes. Said appointment shall be made at random when there are several arbitrators considered suitable for the assignment.

Exceptionally, by agreement between both parties or for reasons arising from the uniqueness of a particular arbitration proceeding, the TAB, by means of a reasoned resolution, may appoint a person from outside the TAB's list.

When appointing or confirming an arbitrator and the substitutes of the arbitrator, the TAB shall also take into account the nationality, location and language of the parties, as well as their availability to carry out the arbitration in accordance with the law and these Rules.

5. Should an arbitration panel of three arbitrators must be appointed by the parties, each party shall propose one arbitrator in its respective written request for arbitration and answer to the request for arbitration. If any of the parties does not propose the arbitrator corresponding to that party in the aforementioned pleadings, the TAB shall appoint the arbitrator in that party's stead. The third person to be appointed, who shall act as chair of the arbitration panel, shall be appointed by the other two arbitrators, for which purpose a period of fifteen days shall be granted for them to make the appointment by mutual agreement. Once this period has elapsed without a mutually agreed appointment having been communicated, the third arbitrator shall be appointed by the TAB, directly and randomly from among the specialists in the matter in question at the discretion of the TAB.
6. The arbitrators shall communicate their acceptance within a maximum period of ten days following receipt of the communication from the TAB notifying them of their appointment.
7. Once the TAB has received the acceptance of the arbitrators and their compliance with the provisions of Section 2 of Article 10 of these Rules, the TAB shall notify the parties confirming the appointment, unless, at its sole discretion and based on the statements made by the appointed arbitrator pursuant to section 2 of Article 10, it considers that there may be doubts as to the arbitrator's availability, independence, impartiality and suitability. In such cases, the appointment of substitute arbitrator shall be made.
8. Of the arbitrators to be appointed by the TAB, two substitutes shall be appointed in turn, and the order of precedence shall be established.

Art. 12 Confirmation or appointment by the TAB

1. The TAB shall confirm the arbitrators appointed by the parties or by the rest of the arbitrators, unless it considers, at its sole discretion, that, in view of the relationship of the persons appointed with the dispute, the parties or their lawyers, doubts may arise as to their suitability, availability, independence or impartiality.
2. If the proposed person is not confirmed by the TAB, the proposer shall be given a further period of ten days in which to propose another person.

3. In international arbitration, unless the parties have the same nationality or provide otherwise, the sole or presiding arbitrator shall be of a nationality other than that of the parties, unless the circumstances advise otherwise and neither party objects within the period of time fixed for this purpose by the TAB.

Art. 13 Multiparty proceedings

1. If there are several Claimants or Respondents and three arbitrators are to be appointed, the Claimants shall jointly nominate one arbitrator and the Respondents shall jointly nominate another.
2. In the absence of such joint proposal and in the default of agreement on the method for constituting the arbitration panel, the TAB shall appoint the three arbitrators and shall designate one of the three appointed persons to act as chair of the panel. The TAB shall appoint the arbitration panel in accordance with the provisions of Article 11 Section 5 above.

Art. 14 Consolidation and intervention of third parties in the proceedings

1. The consolidation of arbitration proceedings in progress between the same parties shall be admissible when the parties so request. The TAB may also, in the same situation and after hearing the parties, agree to the consolidation. For this purpose, the TAB shall take into account, among other things, the nature of the claims, their connection with those formulated in the proceedings already commenced and the stage of the proceedings, and shall agree on the file to which the consolidation shall take place.
2. If the circumstances of the previous Section are met and the TAB agrees to the consolidation of a case to a proceeding in progress with an arbitrator or arbitration panel already constituted or appointed, it shall be understood for all purposes that the parties agree that the person appointed in the first proceeding shall be the arbitrator in the consolidated proceeding.
3. The decision of the TAB on the consolidation shall be final.
4. Whenever the arbitration agreement so permits, the arbitrators may decide, after hearing the parties, to allow the intervention of third parties, subject to a reasoned assessment of their relationship or connection with the proceedings.

Art. 15 Challenge of arbitrators

1. The challenge of an arbitrator, based on lack of independence, impartiality or any other reason, shall be filed with the TAB by means of a written statement in which the facts on which the challenge is based shall be specified and accredited.
2. The challenge must be filed within ten days from receipt of the communication of the appointment or confirmation of the arbitrator or from the date, if later, on which the party becomes aware of the facts on which the challenge is based.

3. The TAB shall transmit the statement of challenge to the challenged arbitrator and to the other parties. If, within ten days following the transfer, the other party or the arbitrator accept the challenge, the person challenged shall cease to perform the functions and the designated substitute shall be appointed or, failing this, another person, in accordance with the provisions of Article 16 of these Rules for substitutions.
4. If neither the arbitrator nor the other party accept the challenge, they shall state so in writing to the TAB within the same period of ten days and, once the evidence which has been proposed and admitted has been taken, if applicable, the TAB shall decide on the challenge with reasoning.
5. The costs of the challenge shall be imposed by the arbitrators on the party whose challenge is rejected if the TAB judges the challenge to be bad faith or recklessness.

Art. 16 Replacement of arbitrators and its consequences

1. An arbitrator may be replaced upon death, incapacity to act as arbitrator or resignation, successful challenge or if all parties so request.
2. An arbitrator may also be replaced at the initiative of the TAB or of the other arbitrators, after hearing all the parties and the arbitrators for a common term of ten days, when the arbitrator fails to perform the duties in accordance with the Rules or within the established time limits, or when there are circumstances that seriously hinder the performance of the arbitrator's duties.
3. In cases where the arbitrator must be replaced, the replacement shall be carried out in accordance with the provisions of Article 11 Section 8 of these Rules. Failing this, the TAB shall appoint a new person.
4. In the event of the replacement of an arbitrator, as a general rule, the arbitration proceedings shall be resumed at the point at which the person replaced ceased to perform their functions, unless the arbitration panel or the sole arbitrator decides otherwise.
5. Once the proceedings have been concluded, the TAB may decide, after hearing the parties and the other arbitrators for a common term of ten days, that instead of replacing an arbitrator, the remaining arbitrators shall continue with the arbitration without appointing a substitute.

IV. GENERAL ASPECTS OF THE ARBITRAL PROCEEDINGS

Art. 17 Seat of arbitration

1. Unless otherwise agreed by the parties, the seat of arbitration shall be deemed to be the main seat of the TAB.
2. As a general rule, hearings and meetings shall be held at the seat of arbitration, although the arbitrators may hold meetings, for deliberation or for any other purpose, at any other place they

deem appropriate. They may also, with the consent of the parties, hold hearings away from the seat of arbitration.

3. The award shall be deemed to be made at the seat of arbitration.

Art. 18 Language of arbitration

1. The language of the arbitration shall be the language of the act, contract or legal transaction from which the dispute arises and which incorporates the arbitration agreement, unless the parties have agreed or agree otherwise.
2. The arbitrator may order that any documents submitted in the course of the proceedings in their original language be accompanied by a translation into the language of the arbitration.

Art. 19 Representation of the parties

The parties may be represented and/or defended by persons of their choice. For this purpose, it shall be sufficient for the party to provide the corresponding power of attorney or granted *apud acta*.

Art. 20 Rules of procedure

1. Once the appointment of the arbitrator has been confirmed and the assignment has been accepted by the arbitrator, provided that the parties have paid or guaranteed the required advances and provisions of funds, the TAB shall deliver the file to the arbitrator.
2. Subject to the provisions of these Rules, the arbitrators may conduct the arbitration in the manner they consider appropriate, always observing the principles of equality, hearing and right to be heard, giving the parties the opportunity to assert their rights.
3. The arbitrators shall conduct and order the arbitration proceedings after hearing the parties, where appropriate, and shall do so by means of "procedural orders".
4. All communications, pleadings and documents submitted by a party shall be sent to the TAB, which shall promptly forward them to the arbitrator and to the other parties. The same rule shall apply to communications and orders of the arbitrator addressed to the parties or to any of them.
5. All parties involved participating in the arbitration proceedings shall act in accordance with the principles of confidentiality and good faith.

Art. 21 Rules applicable to the merits of the case

1. The arbitrators shall decide in accordance with the rules of law chosen by the parties or, failing that, in accordance with the rules of law they consider appropriate.



2. In any event, the arbitrators shall decide in accordance with the terms of the contract and shall take into account the trade usages applicable to the case.
3. The arbitrators shall decide in equity only if they have been expressly authorised by the parties.

Art. 22 Tacit waiver of challenge

If a party, being aware of the infringement of any provision of these Rules, does not file a complaint within the time limit provided for this purpose or, failing this, as soon as possible, such party shall be deemed to have waived the right to challenge that infringement.

V. CONDUCT OF PROCEEDINGS

Art. 23 Opening hearing or first procedural order

1. The TAB shall summon the arbitrator and the parties to a hearing on the day and at the time it may fix, in order to determine the following matters:
 - a) The full name of the arbitrators and the parties, and the address they have designated for communications in the arbitration.
 - b) The means and ways to be used for communications.
 - c) The language and seat of the arbitration.
 - d) The rules of law applicable to the merits of the dispute or, where appropriate, whether it is to be decided in equity.
 - e) The timetable for proceedings.
2. In the event that one of the parties fails to appear at the hearing, a copy of the minutes shall be sent to that party for its knowledge, so that it may be informed of the timetable of proceedings and proceed as provided therein.
3. The provisions in the minute of the opening hearing shall prevail over the provisions of these Rules, which shall be of subsidiary application.
4. In arbitrations involving amounts not exceeding fifty thousand euros under the terms of Article 50 of these Regulations, the abbreviated procedure provided for in said Article shall be followed, which shall be governed by the provisions of the following Articles, without the opening hearing being held.

However, the parties may request the TAB, at any arbitration, to process the arbitration under the abbreviated procedure.

In this case, as soon as the arbitrators receive the arbitration file from the TAB and, in any event, within fifteen days of receipt thereof, they shall issue, after consultation with the parties, a

procedural order in which they shall establish, as a minimum, the issues referred to in the first paragraph of this article.

5. The parties authorise the arbitrators to modify the timetable of the proceedings, as often and to the extent that they deem necessary, including extending or suspending, if necessary, the time limits initially established within the limits set out in Article 38 Section 2 of these Rules.

Art. 24 Statement of claim

Once the timetable of proceedings has been fixed, and unless otherwise provided for in the timetable:

1. The arbitrators shall grant the Claimant a period of twenty days in which to file the statement of claim.
2. In the statement of claim, the Claimant shall state:
 - a) The specific claims made by the Claimant.
 - b) The facts and legal grounds on which the claims are based.
 - c) A non-exhaustive list of the evidence on which the Claimant intends to rely.

Care shall be taken to ensure that the statements of claim and defence do not exceed 25 pages in length.

3. The statement of claim shall also be accompanied by all documents and expert reports which are intended to be relied upon in support of the claims.

Art. 25 Statement of defence

1. The other party shall be served with the statement of claim so that, within the time limit fixed in the timetable for proceedings or, failing that, within twenty days, that party may file a statement of defence to the claim, which must comply with the provisions of the preceding Article for the statement of claim.
2. Failure to file a statement of defence shall not prevent the arbitration from proceeding normally.

Art. 26 Counterclaim

1. In the statement of defence to the claim, or in a separate statement, if so provided, the Respondent may file a counterclaim, which must conform to the provisions for the claim.
2. The counterclaim shall also be accompanied by proof of payment of the administration fees of the TAB and of the provision of funds for the arbitrators' fees, in the form and amount to be determined by the TAB.

3. In order for the counterclaim to be admissible, and without prejudice to the other applicable requirements, the legal relationship which constitutes its object must fall within the scope of application of the arbitration agreement.
4. The counterclaim shall be served on the other party so that, within the time limit set in the timetable for proceedings or, failing that, within fifteen days, that party may file a statement of defence to the counterclaim, which must comply with the provisions of the statement of claim.

Art. 27 New claims

The submission of new claims after the statement of claim, statement of defence and counterclaim, if any, shall require the authorisation of the arbitrators and the settlement or provision of security, if any, for the corresponding fees. The arbitrators, in deciding thereon, shall take into account the nature of the new claims, the stage reached in the proceedings and all other relevant circumstances.

Art. 28 Other submissions

The arbitrators may exceptionally admit other explanatory or supplementary submissions in addition to the statement of claim and statement of defence, and they shall fix the time limits within which they are to be submitted.

Art. 29 Evidence

1. Unless otherwise provided in the schedule, once the claim or, as the case may be, the counterclaim has been answered, the parties shall be granted a common time limit of ten days within which to propose any additional evidence they may require in support of their claims. The arbitrator may substitute or add to this written submission a hearing, which shall be held in any case if it is so requested by any of the parties, in order to clarify any point and, where appropriate, to order, in the most operative manner possible, the proposition and production of the evidence.
2. Without prejudice to the power of the arbitrators to order evidence on their own motion, each party shall bear the burden of proof of the facts on which they rely to support their claims, objections or defences.
3. It is for the arbitrators to decide, by procedural order, on the admission, relevance and usefulness of the evidence proposed.
4. The taking of evidence shall be carried out on the basis of the principle that each party has the right to know reasonably in advance the evidence on which the other party bases its arguments.
5. At any time during the proceedings, the arbitrators may request documents or other evidence from the parties, which shall be submitted within the time limit set for that purpose.
6. If a source of evidence is in the possession or under the control of a party, and the latter unjustifiably refuses to produce it or give access to it, the arbitrators may draw from this conduct

the conclusions they deem appropriate on the facts that are the object of the evidence, including considering the facts that are sought to be accredited to be admitted.

7. No evidence shall be carried out unless its cost has been previously covered or secured.
8. When the arbitrators consider the documentary evidence provided to be highly confidential at the request of the party that has produced it, it may be agreed that no copy shall be made and that the documentation shall be deposited at the Tribunal at the disposal of the parties, their counsels and experts, so that they may examine it and take note of it.
9. The arbitrators shall assess the evidence freely, in accordance with the rules of sound criticism.

Art. 30 Hearings

1. The arbitrators may decide the dispute solely on the basis of the documents and other evidence produced by the parties, in which case no hearings shall be held unless requested by one of the parties.
2. In order to hold a hearing, the arbitrators shall summon the parties with reasonable notice to appear on the day and at the place determined by them.
3. The hearing may be held even if one of the parties, having been summoned with due notice, fails to appear without showing just cause in the opinion of the arbitrator.
4. The management of the hearings shall be the exclusive responsibility of the Arbitrator.
5. With due notice and after consultation with the parties, the arbitrators, by issuing a procedural order, shall establish the rules in accordance with which the hearing is to be conducted, the manner in which witnesses or experts are to be examined and the order in which they are to be called.
6. Hearings shall be held in camera, unless the parties agree otherwise.

Art. 31 Examination of witnesses

1. For the purposes of these Rules, any person who gives evidence as to his knowledge of any factual issue, whether or not that person is a party to the arbitration, shall be deemed to be examined.
2. The arbitrators may provide for a written statement to be made, without prejudice to the possibility that an examination may also be made before the arbitrators and in the presence of the parties, orally or by any means of communication that renders their presence unnecessary. The oral hearing shall be held whenever one of the parties so requests and the arbitrators so agree.
3. If the person called to appear at a hearing for examination fails to appear without showing just cause, the arbitrators may take this fact into account in their assessment of the evidence and,

where appropriate, deem the written statement not to have been given, as they deem appropriate in view of the circumstances.

4. All parties may ask the questions they deem appropriate, subject to the control of the arbitrators as to their relevance and usefulness, as well as to the length of each examination. The arbitrators may also put questions to the witness at any time.
5. The examinations may be carried out successively and/or simultaneously, in the form of a confrontation, as the arbitrators may decide.
6. The arbitrators shall expressly exhort the persons questioned as witnesses or experts to tell the truth and shall warn them of the liabilities they may incur if they fail to do so.

Art. 32 Experts

1. The arbitrators, after consulting the parties, may appoint one or more experts, who must be and remain independent and impartial of the parties during the course of the arbitration, to give their opinion on specific issues. In any case, the TAB shall authorise their appointment.
2. The arbitrators may require any of the parties to make available to the appointed experts the relevant information or any documents, goods or evidence that they must examine. If the requested party unjustifiably refuses the request, the provisions of Article 29 Section 6 of these Rules shall apply.
3. The arbitrators shall give the parties a copy of the report of the experts appointed so that they may present any arguments they deem appropriate regarding the report at the conclusions stage. The parties shall have the right to examine any document that the experts refer to in their report.
4. After the submission of the report, any expert, whether appointed by the parties or by the arbitrators, shall, at the requested of either party and whenever the arbitrators consider it appropriate, appear at a hearing at which the parties and the arbitrators may examine the expert on the contents of the report. If the experts have been appointed by the arbitrators, the parties may be assisted by other experts to state their opinion on the issues in debate.
5. The examination of the experts may take place successively and/or simultaneously, in the form of a confrontation, as the arbitrators may decide.
6. The fees and expenses of any intervening expert shall be deemed to be expenses of the arbitration at the discretion of the arbitrator and irrespective of the award of costs.

Art. 33 Closing submissions

1. Once the hearing has been concluded or, if the proceedings are written only, once the last written statement of the parties has been received, the arbitrators shall, within the time limit fixed in the timetable for proceedings or, failing this, within fifteen days, give notice to the parties so that, in writing and simultaneously, they may present their closing submissions.

2. The arbitrator may replace the written closing submissions with oral submissions at a hearing, which shall in any case be held at the request of any of the parties.

Art. 34 Challenges to the competence of arbitrators

1. The arbitrators shall have the power to decide on their own competence, including any objections relating to the existence or validity of the arbitration agreement or any other objections which, if upheld, would prevent them from deciding on the merits of the dispute.
2. For this purpose, an arbitration agreement which forms part of a contract shall be deemed to be an agreement independent of the other provisions of the contract. A decision by the arbitrators that the contract is null and void shall not in itself render the arbitration agreement invalid.
3. As a general rule, objections to the competence of the arbitrators must be raised in the answer to the request for arbitration or, at the latest, in the statement of defence to the claim or, where appropriate, to the counterclaim, and shall not stay the course of the arbitral proceedings.
4. As a general rule, objections to the competence of the arbitrators shall be decided as a preliminary question and by means of an award, after all parties have been heard, although they may also be decided in the final award, once the proceedings have been concluded.

Art. 35 Failure of the parties to appear

1. If the Claimant fails to submit the statement of claim within the time limit without giving sufficient cause for such failure in the opinion of the arbitrator, after hearing the Respondent, the proceedings shall be deemed to be closed, unless the Respondent expresses a wish to make any request.
2. If the respondent or the counterclaimant fail to submit a statement of defence within the time limit without giving sufficient cause for such failure in the opinion of the arbitrator, after hearing the other party, the proceedings shall be ordered to continue.
3. If one of the parties, duly summoned, fails to appear at the hearing without giving sufficient cause, the arbitrators shall have the power to continue the arbitration.
4. If one of the parties, duly requested to submit documents, fails to do so within the time limits set without giving sufficient cause, the arbitrators may make the award on the basis of the evidence available to them, without prejudice to the provisions of Article 29 Section 6 of these Rules.

Art. 36 Precautionary Measures

1. Unless otherwise agreed by the parties, the arbitrators may, at the request of any of them, adopt such precautionary measures as they deem necessary, weighing the circumstances of the case and, in particular, the appearance of good law, the risk of delay and the consequences that may

arise from their adoption or rejection. The measure must be proportionate to the aim pursued and as little burdensome as possible in order to achieve that aim.

2. The arbitrators may require sufficient security from the requesting party, in such form as the arbitrators may deem appropriate.
3. The arbitrators shall decide on the measures requested after hearing all interested parties. Exceptionally, in cases of extreme urgency or risk of frustration of the measure, they may be adopted without prior hearing of the party affected by the measure. In this case, once the measure has been executed, it shall be immediately communicated to the other party and the latter may challenge it before the arbitrator, without prejudice to the action for judicial annulment.
4. The adoption of precautionary measures may take the form of a procedural order or, if one of the parties so requests, of a partial award.
5. The party requesting a certificate from the TAB to certify that it has filed the request for arbitration shall state the reason why it is being requested, and the TAB may require the prior payment of the corresponding advance on costs.

Art. 37 Closure of the proceedings

The arbitrators shall declare the proceedings closed when they consider that the parties have had sufficient opportunity to assert their rights. After that date, no further submissions, pleadings or evidence may be filed, unless the arbitrators so authorise due to exceptional circumstances.

VI. TERMINATION OF THE PROCEEDINGS AND ISSUANCE OF THE AWARD

Art. 38 Time limit for making the award

1. Unless the parties had provided otherwise, the arbitrators shall make the award ruling on the claims made within six months from the date of the commencement of the proceedings as provided for in Article 23.
2. By submitting to these Rules, the parties delegate to the arbitrators the power to extend the time limit for making the award for a period not exceeding two months in order to properly complete their assignment. The arbitrators shall ensure that there are no delays. In any case, the time limit for making the award may be extended by agreement of all the parties.
3. If an arbitrator is replaced in the last month of the time limit for rendering the award, the award shall be automatically extended for an additional sixty days.

In the event that the replacement makes it necessary to repeat certain steps in the proceedings, the time limit for making the award shall be automatically extended, in addition to the sixty

additional days mentioned above, by the same amount of time as the time previously used to carry out the proceedings to be repeated.

Art. 39 Form, content and communication of the award

1. The arbitrators shall decide the dispute in a single award or in as many partial awards as they deem necessary in view of the claims submitted. Each award shall be deemed to have been made at the seat of arbitration and on the date specified in the text of the award itself.
2. Where there is more than one arbitrator, the award shall be made by a majority. If there is no majority, the person presiding over the arbitration panel shall decide.
3. The award shall be in writing and signed by the arbitrators, who may express their dissenting opinion. In the case of an arbitration panel, the signatures of the majority of its members or, failing that, of its chair shall be sufficient, provided that the reasons for the absence of such signatures are stated.
4. The award shall state the reasons on which it is based, unless the parties have agreed otherwise or it is an award by agreement of the parties.
5. The arbitrators shall make an award as to the costs of the arbitration. Reasons shall be given for any award of costs.
6. Unless otherwise agreed in writing by the parties, the award of costs shall be made on the basis of whether the respective claims of parties are upheld or dismissed, unless, exceptionally and in view of the circumstances of the case, the arbitrators deem the application of another criterion to be more appropriate.
7. The award shall be issued in as many original texts as parties have participated in the arbitration and an additional original, which shall be deposited in the file provided for this purpose by the TAB.
8. The award may be notarised if either of the parties so requests, in which case they shall bear all the necessary costs.

If the award is not notarised, the arbitrators shall notify the award to the parties through the TAB by delivering to each of them, in the manner established in Article 3, a signed copy or, where appropriate, a genuine copy of the notarised document.

The same rules shall apply to any correction, clarification or supplement to the award.

Art. 40 Award by consent

If during the arbitral proceedings the parties reach an agreement which puts an end to all or part of the dispute, the arbitrators shall terminate the proceedings as to the points agreed upon and, if both



parties so request and the arbitrators see no reason to object, they shall record such agreement in the form of an award on the terms agreed upon by the parties.

Art. 41 Prior scrutiny of the award by the TAB

1. Before signing the award, the arbitrators shall submit it to the TAB, which may, within ten days thereafter, propose modifications of a strict formal nature.
2. Likewise, while respecting in all cases the freedom of decision of the arbitrators, the TAB may draw their attention to aspects related to the merits of the dispute, as well as to the determination and allocation of the costs.
3. The prior scrutiny of the award by the TAB shall in no case imply that the TAB assumes any responsibility for the content of the award.

Art. 42 Correction, clarification and supplementation of the award

1. Within ten days after the notification of the award, unless the parties have agreed upon another time limit, either party may request the arbitrators to
 - a) The correction of any error of computation, clerical, typographical or similar nature.
 - b) The clarification of a specific point or part of the award.
 - c) The supplementing of the award in respect of claims formulated and not resolved therein.
2. After hearing the other parties for a period of ten days, the arbitrators shall decide on the matter by means of an award within twenty days.
3. Within the maximum period of ten days, calculated in accordance with Section 1, the arbitrators may proceed at their own motion to correct the errors referred to in Paragraph a) Section 1.

Art. 43 Effectiveness of the award

1. The award has the effect of *res judicata*, and only an action for annulment may be brought against it and, where appropriate, a review may be sought in accordance with the provisions of the law.
2. The award is binding on the parties. The parties undertake to comply with it without delay.
3. If any appeal on the merits or on any point of the dispute is possible at the seat of arbitration under the applicable law, it shall be understood that, by submitting to these Arbitration Rules, the parties waive such appeal, insofar as such waiver is legally allowable.

Art. 44 Other forms of termination

The arbitral proceedings may also be terminated

- a) By withdrawal of the Claimant, unless the Respondent objects thereto and the arbitrators recognise a legitimate interest of the Respondent in obtaining a final resolution of the dispute.
- b) When the parties so agree by mutual consent.
- c) When, in the opinion of the arbitrators, the continuation of the proceedings, in view of the circumstances, is unnecessary or impossible.

Art. 45 Custody and preservation of the arbitration file

1. The TAB shall be responsible for the custody and preservation of the arbitration file, once the award has been rendered.
2. Five years after the award has been issued, and after giving notice to the parties or their representatives so that within fifteen days they may request the disclosure and delivery, at their expense, of the documents submitted by them, the obligation to keep the file and its documents shall cease, with the exception of a copy of the award, which shall be kept in the archive set up by the TAB for such purpose.
3. While the obligation of the TAB to keep and preserve the arbitration file is in force, any of the parties may request the disclosure and delivery, at their own expense, of the original documents they have submitted.

Art. 46 Costs

The costs of the arbitration shall be fixed in the final award, in accordance with Article 39 Section 6 of these Rules, and shall include:

- a) The admission and administration fees of the TAB, in accordance with the Appendix to these Rules and, where appropriate, the expenses for the use of facilities and equipment for the arbitration;
- b) The fees and expenses of the arbitrators, which shall be fixed or approved by the TAB in accordance with the Appendix to these Rules;
- c) The fees of the experts appointed, if any, by the arbitrators; and
- d) Reasonable fees and expenses, so estimated by the TAB and duly justified, incurred by the parties for their defence in the arbitration.

Art. 47 Fees of arbitrators

1. Their amounts and the criteria for their application shall be those set out in the Appendix to these Rules.
2. No additional fees shall be payable for the correction, clarification or supplementation of the award as provided for in Article 42.

Art. 48 Confidentiality

1. Unless otherwise agreed by the parties, the parties, their counsels, the experts involved, the TAB and the arbitrators are bound to keep the arbitration and the award confidential.
2. The arbitrators may order such measures as they deem appropriate to protect commercial or industrial secrets or any other confidential information.
3. The deliberations of the arbitration panel are confidential.
4. An award may be published if the following conditions are met:
 - a) That the corresponding request for publication is filed with the TAB or the TAB itself considers that there is a doctrinal interest;
 - b) That all references to the names of the parties and data which can easily identify them are deleted; and
 - c) That none of the parties to the arbitration objects to such publication within the period of time set for that purpose by the TAB.

Art. 49 Liability

The TAB shall not be liable for any act or omission in connection with an arbitration administered by it, unless fraud is proven.

Art. 50 Expedited proceedings

1. The parties may agree that the arbitration proceedings shall be governed in accordance with the expedited procedure established in this Article, which modifies the general rules only in the following aspects:
 - a) The TAB may reduce the time periods for the appointment of arbitrators.
 - b) A sole arbitrator and a substitute arbitrator shall be appointed, unless the arbitration agreement has provided for the appointment of an arbitration panel. In the case of a sole arbitrator, and if the parties have not previously agreed on the appointment, the arbitrator shall be appointed by the TAB directly and randomly, under the terms provided for and from the list established in Article 11 Section 4 of these Rules.
 - c) If the parties request any evidence other than documentary evidence, a single hearing shall be held for the examination of witnesses and experts, as well as for the oral closing submissions, except in those cases in which, exceptionally, in view of the evidence, the arbitrator considers it necessary to hold another hearing.
 - d) The arbitrators shall make their award within two months after the statement of defence to the claim or the statement of defence to the counterclaim had been filed. The arbitrators may only extend the time limit for making the award for a single additional period of one month.

2. In addition to the agreement of the parties, the expedited procedure shall apply, by decision of the TAB, to all cases in which the total amount of the proceedings -including, if applicable, the counterclaim- does not exceed fifty thousand euros or the equivalent amount which, as an update, may be fixed by the TAB, provided that there are no circumstances which, in the opinion of the TAB, make the use of the ordinary procedure advisable. The decision to process an arbitration case under the abbreviated procedure shall be final.

Transitional Provision

These Rules shall enter into force on 1 March 2019 and, from that date, all previous TAB Rules shall no longer be in force. Unless otherwise agreed by the parties, these Rules shall apply to all arbitrations which request for arbitration has been filed on or after the date of their entry into force. In arbitrations currently pending, the parties may mutually agree to the application of these Rules.

Additional Provisions

One. Persons who are members of the TAB or of the Board of Directors of the Association of which the TAB is a body may not be appointed as arbitrators in TAB institutional arbitration, notwithstanding the fact that they may be appointed as arbitrators in arbitration proceedings outside the TAB.

Second. If any of the members of the TAB has any interest in the dispute submitted to arbitration or any relationship with the parties, they shall be incompatible to participate in the decisions relating to the aforementioned dispute.

Third. The members of the TAB or of the Board of Directors of the Association of which the TAB is a body undertake to maintain the confidentiality of all the deliberations of the meetings and hearings they attend in the performance of their office, as well as all information and documentation they examine.

Fourth. The members of the TAB shall act as rapporteurs for the files assigned to them. The rapporteur is the representative of the TAB in each file and the person in charge of it and for all of the decisions affecting it before the TAB. Persons who do not meet the conditions set forth in Article 10 may not act as rapporteurs.

Fifth. The TAB shall be governed, as regards its summons, meetings, operation, decision-making, incompatibilities and penalties, by the same rules as those established in the Articles of Association for the Board of Directors of the Association of which it is a body.

These Rules of Procedure have been approved by the Board of Directors, in Barcelona, on 27 November 2018 and come into force on 1 March 2019.

APPENDIX TO THE TAB RULES COST OF ARBITRATION ADMINISTRATION FEES

Appendix to the Rules of the Tribunal Arbitral de Barcelona [*Barcelona Arbitration Court*] (hereinafter referred to as TAB) approved by the Board of Directors of the TAB on 22 January 2019 and amended on 26 October 2022 by agreement of the Board of Directors.

A. Costs of opening and registration of the file

The filing of the application entails the payment of registration fees that vary depending on the type of proceedings:

- a) Expedited proceedings which amount in dispute is less than or equal to 16,000.00€ are exempt from payment of the registration fee.
- b) Expedited proceedings which amount in dispute is over 16.000,00€ and up to 50.000,00€, the registration fee shall be 900,00€.
- c) Ordinary proceedings which amount in dispute is over 50.000,00€, the registration fee shall be 1.500,00€.

In accordance with the provisions of Article 46 of the Rules, the admission fee shall form part of the costs of the arbitration.

B. Arbitrators' fees and TAB administration rights

The cost of arbitration is determined taking into account the economic interest of the claims made by the parties.

The administration of the arbitration generates the payment of a single fee, which includes the arbitrator's fees and the TAB administration fees. This fee shall be determined in accordance with the following table:

Amount in dispute	Minimum	Maximum
Up to 2.000,00€	500,00€	500,00€
From 2.001,00€ to 12.000,00€	500,00€	1.500,00€
From 12.001,00€ to 16.000,00€	1.500,00€	2.200,00€
From 16.001,00€ to 20.000,00€	2.200,00€	2.900,00€
From 20.001,00€ to 45.000,00€	2.900,00€	7.000,00€
From 45.001,00€ to 90.000,00€	7.000,00€	14.800,00€
From 90.001,00€ to 180.000,00€	14.800,00€	19.000,00€
From 180.001,00€ to 600.000,00€	19.000,00€	35.000,00€



From 600.001,00€ to 1.500.000,00€	35.000,00€	59.000,00€
More than 1.500.000,00€	59.000,00€	59.000,00€ +1% increase from 1.500.000,00€ onwards

In arbitrations for amounts exceeding €30,000,000.00, the TAB may review and moderate the resulting fee based on criteria other than the amount, such as complexity, volume of work, time, number of parties, number of arbitrators and other similar criteria.

Arbitrations of undetermined amount shall be processed by the ordinary procedure and shall be subject to a fee of 16,000.00€. In the event that the amount is determined during the arbitration proceedings, the corresponding fee shall be payable.

Provision of funds for expenses arising from the processing of the case. This provision includes notifications, digital media, the costs of evaluating the award and other costs that may arise. The amount to be paid for this item may vary according to the type of proceedings:

- a) Expedited proceedings up to 16.000,00€: 300,00€,
- b) Expedited and/or ordinary proceedings for amounts over 16.000,00€: 900,00€.

or as determined by the Court in the specific case. In the event that an arbitration panel is appointed, the provision of funds for expenses shall be 1,500.00€.

The cost of the arbitration, unless otherwise agreed by the parties, shall be borne equally by the Claimant and the Respondent, in accordance with the provisions of Art. 9 Section 4 and 5 of the Rules.

In the event that a higher economic interest or an amount in dispute different from the claims of the parties stated in the request for arbitration becomes apparent, or if a counterclaim is filed, the provisions of Article 9 Sections 7 and 8 of the Rules shall apply.

C. Multiple Respondents

When the party against whom the arbitration is brought is formed by a plurality of Respondents, an increase in the registration fee will be generated in two cases:

- If there are more than ten (10) Respondents, the registration fee shall be doubled.
- If there are more than fifty (50) Respondents, the registration fee shall be tripled.

D. Arbitral Tribunal

If an Arbitral Tribunal is appointed, the fee applicable to the arbitration shall be doubled. Unless otherwise agreed by the institution, the fees of the chair of the arbitration panel shall be increased by one third of the fees of the co-arbitrators forming the arbitration panel.

E. Stay of arbitration

Stay of the arbitration proceedings shall give rise to a new registration fee. After six months have elapsed since the stay of proceedings, the continuation of the stay of arbitration shall incur new consecutive registration fees for equal periods of six months. Failure by the applicant for the stay to pay the registration fees due shall result in the file being closed without further action.

F. Cost of the early closure of the file

If the arbitration is not carried out in full and the file is archived at any procedural moment prior to the issuance of the award, a cost for the archiving of the file shall be accrued according to the following phases:

From the filing of the request for arbitration until the expiry of the time limit for answering the request for arbitration, the cost of archiving the file is included in the registration fee paid at the beginning, except in cases where the amount of the file is exempt from the registration fee, in which case the cost of archiving will be 30% of the fee applicable to the file.

If the filing is requested after the answer to the request for arbitration, but before the commencement of the arbitration proceedings, the cost of the filing shall be 20% of the fee applicable to the arbitration.

If the filing is requested after the opening hearing of the arbitration proceedings has been held, a scale of fees is established according to the procedural stage of the arbitration proceedings. The percentages of accrual of the cost of archiving the arbitration within this phase are determined in the following table:

Procedural stage of the filing	Applicable percentage
After the opening hearing	30%
During the pleading stage	40%
Within the evidence stage	50%
Within the taking of evidence or conclusions stage	70%
Up to the issuance of the award / award by consent	90%

The cost of the filing shall be borne by the Claimant in the proceedings, irrespective of what the parties agree on the cost of the arbitration.

If the parties request the issuance of an award by consent and the award is made before the termination of the proceedings, in accordance with Art. 37 of the Rules, an additional 20% shall be added to the percentage applicable to the fee. In the event that the request is made within the period of evidence or conclusions, this 20% will be applied to the fee already accrued according to the percentage applicable to the filing of the case. Only when the award by consent is requested and issued after the end of the evidence or conclusions stage, 90% of the fee will be applied directly.

G. Provisional filing

When, in view of the circumstances of the case, the TAB decides to provisionally close the file, the provisions of the previous Section in relation to the accrual of the cost of filing shall apply. Once the provisional filing has been agreed, the TAB shall proceed to the economic settlement of the file.

In this case, after hearing the parties or at the request of any of them with the other parties being heard, the TAB may decide to continue the arbitration or to close it definitively. The continuation shall entail the accrual of a new registration fee and the payment of the fee and provision of funds for the same amount reimbursed when the provisional filing was agreed.

H. Precautionary measures

Proceedings for precautionary measures shall give rise to a new registration fee.

I. Arbitration Routing Service

The cost of the arbitration routing service offered to parties who (a) do not have a clause of submission to TAB arbitration, (b) wish to novate the arbitration agreement, or (c) wish to obtain accreditation of the attempt to reach an out-of-court settlement of the conflict, is 150.00€.

Should further meetings or subsequent arbitration activity be required due to a submission agreement having been reached, the fee for the commencement of arbitration proceedings and the corresponding fees shall be payable in accordance with the provisions of these Rules.

J. Services of the Secretariat of the TAB

The cost of the services of the Secretariat of the TAB for certificates and testimonies shall be €50.00 plus photocopying and other expenses.

With regard to the deposit of amounts arising from arbitrations administered by the TAB, each deposit in one of the TAB's accounts shall cost €70.00.

K. Value Added Tax

All amounts, both the opening and registration fees, as well as the fees of the arbitrators and of the TAB administration, shall be subject to Value Added Tax.

This amendment to the Appendix to the Rules of the TAB regarding the cost of arbitration was adopted by the Board of Directors on 27 April 2023 and is published on the TAB website (www.tab.es).