RULES OF PROCEDURE TAB

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I. GENERAL ISSUES

Art. 1 The TAB. Scope of application

The Tribunal Arbitral de Barcelona (TAB) [*Barcelona Arbitration Court*] is the permanent body of the Associació Catalana per a l'Arbitratge (ACA) [*Catalan Association for Arbitration*] which administers arbitrations in accordance with the provisions of these Rules, in relation to the other Rules and Protocols approved and published by the Board of Directors of the ACA.

Art. 2 Rules of interpretation

1. In these Rules:

   a) the reference to the Tribunal shall be construed as reference to the TAB;
   b) references in the singular shall include the plural when there is a plurality of parties or in the case of an arbitral tribunal. Likewise, references in the masculine shall be understood as generic-neuter;
   c) references to 'arbitration' shall be understood as equivalent to 'arbitration proceedings';
   d) the reference to 'communication' shall include any procedural order, notice, interpellation, resolution, writing, letter, note or information addressed to any of the parties, arbitrators or the TAB;
   e) the reference to 'contact details' shall include domicile, habitual residence, place of business, postal address, telephone number and e-mail address;
   f) the reference to 'Rules of procedure' shall include such rules and protocols as may be adopted and published by the Board of Directors of the ACA;
   g) the reference to 'third party funding' shall include any agreement for the funding of all or part of the claims or defences which are the subject of the arbitration, where the funder has a financial interest in the outcome of the arbitration;
   h) the reference to 'administration fees' shall include the cost of the administration of the arbitration by the TAB and the arbitrator's fees;
   i) the reference to 'provision of funds' shall include the costs derived from the processing of the file, including notifications, digital media, the costs of the evaluation of the award and other costs that may arise;
   j) anything not expressly prohibited in these Rules shall be deemed to be permitted.

2. The TAB shall reject arbitrations which do not comply with the law and may reject with reasons those which 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 TAB implies that the Rules of the TAB shall form part of the arbitration agreement in all matters not agreed by the parties.

5. Submission to the Rules shall be understood as submission to the version in force on the date of commencement of the arbitration, unless the parties have expressly agreed to submit to the Rules in force on the date of the arbitration agreement.

6. Reference to the 'law' shall be construed as referring to the applicable arbitration legislation.

7. The TAB shall resolve on its own initiative or at the request of any of the parties or the arbitrators, any questions that may arise regarding the interpretation of these Rules.

Art. 3 Communications

1. Unless otherwise agreed, all communications and attached documents shall be sent electronically to the TAB, by e-mail or using the communication platform provided for this purpose.

2. In the request for arbitration, the requesting party shall provide the TAB with all the contact details of the respondent until such party appears or designates a communications address in the response to the request for arbitration. In any event, each party shall provide the TAB with all its contact details, including the designation of at least one e-mail address for the purposes of communications during the arbitration.

3. Until a party does not designate an e-mail address for the purposes of communications, communications to this party shall be sent to any of the other addresses designated in its contact details or stipulated in the arbitration agreement or in the contract between the parties. If no other address has been designated or stipulated, communications to this party may be addressed to his domicile, place of business or habitual residence, giving preference to his registered address.

4. If it is not possible to ascertain, after reasonable enquiry, any of the places referred to in the preceding paragraph, communications to this party shall be addressed to the last known domicile, habitual residence, place of business or address of the addressee.

5. Any communication of the arbitrators with the jurisdictional body, public administration and other institutions or third parties may be made through the TAB, which, in this case, shall manage its processing.

Art. 4 Time limits

1. The time limits granted by the TAB and those established in these Rules (including extension, reduction or suspension) maybe modified by the TAB until the constitution of the arbitral tribunal

in view of the circumstances of the case, and by the arbitrators, from that moment onwards, unless otherwise expressly agreed by the parties.

2. Unless otherwise agreed, 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 these Rules.

3. Unless otherwise agreed, the time limits set out in these Rules shall be of a substantive nature and shall be counted in calendar days from the day following their receipt, not excluding non-business days. If the last day of the period is a non-business day at the place of receipt of the notification, it shall be understood to be extended to the first following business day.

4. Unless otherwise agreed by the parties, the month of August shall be a non-business month.

5. The TAB shall ensure at all times that the time limits are met on time. The arbitrators may assess the occurrence of this circumstance when deciding on the costs of the arbitration. Likewise, the TAB may consider this circumstance for the final settlement of the arbitrators' fees.

II. COMMENCEMENT OF THE 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 provided for this purpose.

2. The request for arbitration shall include at least the following information:

   a) the full name, contact details and other relevant data for the identification and contact of the claimant party or parties and of the respondent party or parties. In particular, it shall indicate the person and the electronic and postal addresses to which communications to all these parties should be addressed as provided for in Art. 3;
   b) the full name, contact details and other relevant identification and contact details of the persons representing and defending the claimant in the arbitration;
   c) a brief description of the dispute;
   d) a brief provisional description of the claims and, if possible, its amount;
   e) the act, contract or legal transaction from which the dispute arises or to which the dispute is related
   f) the arbitration agreement invoked;
   g) a proposal as to the number of arbitrators, the language and the seat of arbitration, unless otherwise agreed by the parties;
   h) its stance on the Rules applicable to the substance of the dispute and the arbitration procedure;
   i) if the arbitration agreement provides for the appointment of a three-member arbitral tribunal, the designation of the person proposed to act as co-arbitrator (indicating full name and contact details), accompanied by their prior declaration of independence and impartiality as referred to in Article 10.2 of the Rules;

j) the identification and details of any third party who has provided funding for any of the claims or defences which are the subject of the arbitration;
k) the national or international nature of the arbitration.

The parties undertake to notify the TAB or the arbitrators of any modification of the data provided and included in this Section, as well as of any circumstance indicated in their introductory documents.

3. In the case of disputes relating to more than one contract, the claimant may submit as many requests for arbitration as the number of arbitration agreements invoked or a single request for arbitration in relation to all the arbitration agreements invoked, requesting and justifying the reasons for the joinder respectively.

4. In case of international arbitration, the request for arbitration shall also state the Rules which the claimant considers applicable to the merits of the dispute and the arbitration procedure.

5. The request for arbitration shall be accompanied by at least the following documents:

   a) a copy of the arbitration agreement or of the communications on record;
   b) a copy of the contracts or essential documents, if any, giving rise to the dispute;
   c) the power 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; and
   d) proof of payment of the applicable admission fees, administration fees and provision of funds for expenses.

6. If the request for arbitration is incomplete, the copies or annexes are not submitted in the required number or the admission and administration fees and the provisions of funds for expenses established by the TAB are not paid, the TAB may grant a reasonable period of no more than fifteen days for the claimant to amend the defect or pay the fees and the requested provision of funds. Once the defect has been corrected or the amounts required have been paid, the request for arbitration shall be considered to have been validly submitted on the date of its initial submission. Otherwise, once the period granted by the TAB has elapsed without the defect having been corrected or the fees and deposit requested having been paid, the TAB shall decide without further formalities whether the file should be closed.

7. Once the request for arbitration has been received with all the documents and copies required, any defects have been corrected and the required amounts 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 of the request.

2. The answer to the request for arbitration shall include at least the following information:

a) the full name of the respondent, its contact details and other relevant identification and contact information; in particular, it shall designate the person and the e-mail and postal addresses to which communications to this party should be sent in accordance with Article 3;
b) the full name, contact details and other relevant details for the identification and contact of the persons who represent and defend the respondent in the arbitration. A brief statement regarding the claimant's description of the dispute and the proposed amount;
c) their position on the claimant's provisional claims;
d) if they object to the arbitration, their position on the existence, validity or applicability of the arbitration agreement;
e) their position on the claimant's proposal regarding the number of arbitrators, the language and the seat of the arbitration;
f) if the arbitration agreement provides for the appointment of a three-member arbitral tribunal, the designation of the person proposed to act as coarbitrator (indicating full name and contact details), accompanied by their prior declaration of independence and impartiality as referred to in Article 10.2 of the Rules;
g) its position on the rules applicable to the merits of the dispute and the arbitration procedure;
h) the identification and details of any third-party that has provided funding for any of the claims or defences that are the subject of the arbitration;
i) its position on the joinder of disputes related to more than one contract in a single request for arbitration; and
j) its position on the national or international nature of the arbitration.

3. The answer to the request for arbitration shall be accompanied by at least the following documents:

    a) the power of attorney or designation *apud acta* granted at the secretariat of the TAB, or electronically, in favour of the persons representing the party in the arbitration; and
    b) proof of payment of the requested administration and provision of funds for expenses.

4. Once the answer to the request for arbitration has been received with all the documents and copies, and the corresponding administration fees and provision of funds have been paid in the amount set by the TAB, a copy shall be sent to the claimant. The correction of any defects in the answer shall be governed by the provisions contained in Art. 5.5 of these Rules.

5. Failure to present an answer to the request for arbitration within the time limit granted shall not suspend the proceedings or the appointment of arbitrators. The arbitration proceedings shall continue in accordance with these Rules.

Art. 7 Counterclaim

1. If the respondent intends to file a counterclaim, it may announce this in the same document in which it responds to the request for arbitration.

2. The notice of counterclaim shall include at least the following information:

    a) a brief description of the dispute;

b) justification that the legal relationship that constitutes its object is comprised within the scope of the invoked arbitration agreements; and
c) a description of the provisional counterclaims to be made and their amount.

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

In the event that the respondent does not file its answer to the request for arbitration, refuses to submit to arbitration or files one or more objections relating to the existence, validity or scope of the arbitration agreement:

a) if the TAB considers, *prima facie*, that an arbitration agreement exists, it shall continue with the arbitration proceedings, without prejudice to the admissibility or merits of any objections that may be raised. In this case, it shall be for the arbitrators to make any decision regarding their own competence; and
b) if the TAB considers *prima facie*, the inexistence of an arbitration agreement in accordance with the Rules, it shall notify the parties that the arbitration cannot proceed.

Art. 9 Administration fees and provisions of funds for expenses

1. The TAB shall provisionally set the amount of the claims in order to determine the corresponding administration fees, taking into account the claims made by the parties, the economic interest of the dispute and its complexity. It shall also be incumbent upon the TAB, after consulting the arbitrators, to set the final amount.

   The TAB shall set the amount of the administration fees and the provision of funds to be paid to cover the cost of the arbitration in accordance with the rates in force at any given time.

2. During the arbitration proceedings, the TAB may request additional amounts from the parties, with justification, on its own initiative or at the request of the arbitrators, for administration fees and provisions of funds if necessary.

3. In cases in which, due to a counterclaim being filed or for any other reason, it is necessary to request the payment of administration fees and/or provisions of funds from the parties on several occasions, it shall be the exclusive competence of the TAB to determine the allocation of the payments made.

4. Unless otherwise agreed by the parties, the claimant and the respondent shall pay the administration fees and the required provisions of funds in equal parts. If either party fails to pay its share, either of the other parties may pay this amount in order for the proceedings to continue, without prejudice to its subsequent settlement in the award that may be issued.

5. If the administration fees and provisions of funds for expenses initially requested are not paid in full, the TAB shall inform the parties of this situation so that either of them can make the requested payment within fifteen days of this notification. If payment is not made within this period, the TAB may refuse to continue with the arbitration, in which case, once the corresponding amount for TAB administration fees and expenses incurred up to that point has been deducted, it will reimburse each party for the remaining amount deposited.

The TAB may, however, continue to administer the arbitration even if the requested administration and provision of funds fees have not been paid in full, in cases where either party offers sufficient guarantees, in the TAB's opinion, to cover the unpaid sums.

6. Once the arbitration has been finalised, the TAB shall send the parties a settlement of the administration fees and the provisions of funds received. The remaining balance will be returned to the parties, in the proportion corresponding to each one.

7. If the claimant states in the claim a higher interest or amount than that stated in the request, it must attach, where appropriate, proof that it has paid the TAB the sum necessary to cover the foreseeable administration fees for the arbitration, determined in accordance with these amendments, after deducting the sum already paid. Failure to provide proof of payment at this point will entitle the arbitrators to refrain from dealing with and deciding the excesses in the award, which will be excluded from the subject matter of the arbitration, or to suspend and terminate the arbitral proceedings, except in the case indicated in the last paragraph of Section 5 of this Article.

8. If the respondent files a counterclaim, it must attach to its submission proof that it has paid the TAB the sum necessary to cover the foreseeable administrative fees for processing the counterclaim. Failure to provide proof of payment will oblige the arbitrators not to process the counterclaim, unless the provisions of the second paragraph of Section 5 of this Article apply.

III. APPOINTMENT OF ARBITRATORS

Art. 10 Independence and impartiality

1. Arbitrators must be and remain independent and impartial throughout the arbitration. Arbitrators shall refrain from maintaining personal, professional or commercial relationship with the parties during the course of the arbitration.

2. The arbitrators appointed by the parties must sign a prior declaration of independence, impartiality and availability, which will be attached to the introductory documents. The parties will have a period of five days from receipt of the declaration of the arbitrator appointed by the other party to submit any allegations they consider relevant. Once the TAB has received these submissions or the time limit for doing so has elapsed, it shall decide on the confirmation of the arbitrators appointed by the parties in accordance with Article 12.1 of these Rules.

3. The person appointed by the TAB or designated by the parties as arbitrator must sign a document in which they accept, where appropriate, their appointment and make a declaration of interests, independence and impartiality in which they state any circumstances that may be considered relevant to their appointment and, especially, those that may give rise to doubts about their independence or impartiality. They shall also sign an express confidentiality agreement and a statement of availability, undertaking to diligently fulfil the arbitration assignment and the time limits set out in the Rules. The TAB shall forward these statements to the parties so that they may make any considerations they deem appropriate to their right.

4. The arbitrator shall immediately inform in writing to both the TAB and the parties of any circumstances which may cast doubt on their independence, impartiality or availability during the arbitration.

5. The arbitrator undertakes to perform their duties with the utmost diligence and in accordance with the provisions of these Rules.

Art. 11 Number of arbitrators and procedure for appointment

1. The parties may appoint an arbitrator from the list of the TAB or from outside the list. The person appointed by agreement of the parties shall be confirmed by the TAB. If the parties have not agreed on the number of arbitrators, as a general rule, the TAB shall appoint a sole arbitrator, unless the special characteristics of the case justify the appointment of three arbitrators. The TAB shall adopt this decision with reasons, after taking into account all the circumstances of the specific case.

2. In the absence of an agreement between the parties, if the TAB decides that an arbitral tribunal should be appointed, it shall grant the parties a common period of fifteen days for each party to designate the arbitrator that corresponds to it. Once this period has elapsed, if the party has not notified its designation, the arbitrator shall be appointed by the TAB. The chair of the arbitral tribunal shall be appointed in accordance with the provisions of Article 11.6 of these Rules.

3. The TAB, after analysing the characteristics of the conflict and the appropriate specialisation for its resolution, shall appoint the person it considers suitable as arbitrator and their substitutes from among the members of the list of arbitrators. In the event that there are several suitable candidates for appointment, the TAB shall make the appointment by drawing lots and in accordance with the protocol on the appointment of arbitrators[1].

4. Unless otherwise agreed by the parties or for reasons arising from the uniqueness of a particular arbitration procedure, the TAB, by means of a reasoned resolution, may appoint a person from outside the list of the institution.

5. Unless otherwise agreed by the parties, in the event of international arbitration, the sole arbitrator or the chairperson shall be of a nationality other than that of either of the parties.

6. When, by agreement of the parties or by decision of the TAB regarding the number of arbitrators, the appointment of an arbitral tribunal is appropriate, each party, in their respective written request for arbitration and answer to the request for arbitration, shall propose an arbitrator for confirmation by the TAB. If either party does not propose the corresponding arbitrator in said submissions, the TAB shall appoint the arbitrator in its place. The chairperson of the arbitral tribunal shall be appointed by the other arbitrators, once they have accepted the arbitration assignment. To this end, they shall be given a period of fifteen days to make the appointment by mutual agreement. Once this period has elapsed without a mutual agreement having been communicated, the third arbitrator shall be appointed by the TAB

[1] Protocol on appointment of arbitrators.

7. The TAB shall notify the arbitrators of their appointment and shall provide them with the arbitration file for perusal. The arbitrators must communicate their acceptance within a maximum period of ten days following receipt of this notification and must submit to the institution their declaration of interests, independence and impartiality, as well as their availability in accordance with the provisions of Article 10.2 of these Rules.

8. Once the TAB has received the acceptance of the arbitrators and they have complied with the provisions of Art. 10.2 of these Rules, the TAB shall notify the parties, unless, at its sole discretion and based on the statements made by the person appointed, it considers that there may be doubts as to their availability, independence, impartiality and suitability. In such cases, the substitute arbitrator shall be appointed as arbitrator.

9. Of all the arbitrators whose appointment corresponds to the TAB, two substitutes shall be appointed in the ordinary procedure and one substitute in the abbreviated procedure, stating the order of precedence when more than one substitute is appointed.

Art. 12 Confirmation or appointment by the TAB

1. The TAB shall confirm the arbitrators appointed by the parties or by the other arbitrators, unless it considers, in its sole discretion, that, given the relationship of the appointed person with the dispute, the parties or their counsel, doubts may arise as to their suitability, availability, independence or impartiality.

2. The TAB shall inform the parties of any circumstance of which it is aware regarding the arbitrators appointed by the parties that may affect their independence and impartiality, their suitability or that may prevent them from diligently fulfilling the arbitration assignment in accordance with the Rules.

3. If the proposed person is not confirmed by the TAB, the proposing party shall be given an additional period of ten days to propose another person. If the latter is also not confirmed, the TAB shall appoint such other person.

Art. 13 Multiparty

1. If there are several claimants or respondents and three arbitrators are to be appointed, the claimants shall jointly appoint one arbitrator and the respondents shall jointly appoint another.

2. If the claimants or respondent do not agree on the arbitrator to be appointed, the TAB shall appoint the three arbitrators and designate one of the three persons chosen to act as chairperson. The TAB shall appoint the chair of the arbitral tribunal in accordance with the provisions of Article 11.6 above.

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

1. The TAB, at the request of one party and after having consulted the other parties and, where appropriate, the arbitrators, may decide to consolidate ongoing arbitration proceedings when a)

there is agreement between the parties, and b) all the claims are made under the same arbitration agreement.
The TAB may also decide to consolidate files of claims made under different arbitration agreements provided that a) the arbitration files are between the same parties, b) the disputes arise in relation to the same legal relationship and c) the TAB considers that the arbitration agreements are compatible.

When deciding on consolidation, the TAB shall take into account the stage reached in the proceedings and any other circumstances it considers relevant and shall decide in which case the consolidation will take place.

2. If the TAB decides on the consolidation of a file to an ongoing proceeding with an arbitrator or arbitral tribunal already constituted or appointed, it shall be generally understood that the parties agree that in the consolidated proceeding the person or panel appointed in the first file shall be the arbitrator or arbitrators.

3. The decision of the TAB on the consolidation shall be final.

4. At the request of either party or a third party, the TAB or the arbitrators may admit the joinder of a third party as a party to the arbitration. The joinder of a third party shall be allowed with reasons when expressly accepted by the parties and the third party or when permitted by the arbitration agreement taking into account its relationship or connection with the arbitration. In the event that the joinder of the third party is requested once the arbitrators have been appointed, the joinder of the third party shall be decided by the arbitrators and it shall be understood that with such acceptance the third party also accepts the arbitrators already appointed and the Opening Hearing minute or the First Procedural Order.

5. Once the arbitrators have been appointed or confirmed, any request for a third party to intervene in the arbitration at the proposal of a party - whether due to a change of representation or defence, third-party funding or joinder in accordance with Article 14.4 of the Rules - shall be subject to verification of the absence of conflict by the TAB, the arbitrator, the arbitral tribunal and the other parties involved. With the request for joinder, the party must submit a declaration of absence of conflict. If any of the parties or arbitrators communicate the existence of a conflict by reason of the joinder requested and the party does not waive this, the TAB shall decide on the existence of such conflict. The joinder shall not be admitted if the TAB determines that it gives rise to a conflict with the arbitrators already appointed or confirmed.

Art. 15 Third party funding

If either party is financed by a third party, it must disclose this fact and the identity of the third party as soon as such funding is contracted.

Art. 16 Challenge of arbitrators

1. The challenge of an arbitrator, based on his lack of independence, impartiality or any other reason, must be submitted by the challenging party to the TAB in a reasoned written document specifying and justifying the facts on which the challenge is based.

2. The challenge must be submitted within ten days of receipt of the acceptance of the arbitrator, accompanied by the declaration of interests, independence and impartiality referred to in Article 10.3 of the Rules. If the facts giving rise to the challenge occur at a later date, the party must submit its challenge within the same number of days from the date on which it became aware of them. Unless otherwise agreed by the TAB, the submission of a challenge shall not suspend the proceedings.

3. The TAB shall forward the challenge to the challenged arbitrator and to the other parties, giving them ten days to present their position on the challenge, if they so wish. In view of the content of these considerations:

    a) the arbitrator or the other parties may accept the challenge, in which case the challenged person shall cease to perform their duties and the designated substitute person shall be appointed or, failing that, another person shall be appointed in accordance with the provisions of Article 17 of these Rules for substitutions; or
    b) the arbitrator or the other parties may reject the challenge, in which case, once the parties have been heard and the appropriate evidence has been presented with full respect for the parties' right to be heard and to equality of arms, the TAB[2] will make a reasoned decision on the challenge. Such decision will be final.

4. The costs of the challenge shall be allocated by the arbitrators on the party whose challenge is rejected unless, given the circumstances of the challenge, they consider that the allocation of costs is not appropriate.

Art. 17 Replacement of arbitrators and its consequences

1. An arbitrator shall be replaced upon death, declaration of temporary or permanent incapacity to fulfil their decision-making functions, resignation, successful challenge or when all parties so request.

2. The TAB or the other arbitrators may also request the replacement of an arbitrator when they do not comply with their functions or when there is any circumstance that seriously hinders their fulfilment, after a hearing of all the parties and the other arbitrators for a common period of ten days.

3. Where the replacement of an arbitrator appointed by the TAB is appropriate, the TAB shall appoint the new arbitrator from among the substitutes, in accordance with the provisions of Article 11 of these Rules. If this is not possible, the TAB shall appoint a new person. In the event of the replacement of an arbitrator appointed by a party, the TAB shall give the party to whom it corresponds a period of time in which to propose a new arbitrator. If the party does not propose a replacing arbitrator, the latter shall be appointed by the TAB.

4. As a general rule and unless otherwise agreed, in the event of replacement of an arbitrator, the arbitral proceedings shall resume at the time when the person replaced ceases to perform their duties.

[2] Protocol on challenge of arbitrators.

5. Once the proceedings have been concluded and after hearing the parties and the other arbitrators within a common period of ten days, the TAB may decide to continue the arbitration proceedings in progress with a truncated arbitral tribunal, without appointing a replacing arbitrator.

Art. 18 Procedural succession

1. In the event that the death or extinction of a party is communicated, and the person or persons succeeding said party have not requested to intervene in the arbitration in accordance with Article 14.4 of the Rules, the TAB or the arbitrators, if they have already been appointed or confirmed, may suspend the proceedings. The other parties may request the intervention in the arbitration of the successor person or persons in accordance with Article 14.4 of the Rules. In this case, the identification and contact details of the successor persons must be included with the request for intervention.

2. If the TAB or the arbitrators agree to the intervention requested by any of the other parties, the arbitration file shall be notified to the successor or successors and they shall be given a period of time to appear. If the successors do not appear within this period, the TAB or the arbitrators may lift the stay and continue the proceedings.

3. In the event of procedural succession, the arbitrators may modify the procedural calendar if they deem it necessary.

IV. GENERAL ISSUES OF THE ARBITRAL PROCEEDINGS

Art. 19 Seat of arbitration

1. Unless otherwise agreed, the seat of the arbitration shall be that of the head office of the TAB.

2. As a general rule and unless otherwise agreed, hearings and meetings shall be held at the seat of arbitration.

3. The arbitrators may meet at any other place they deem appropriate, for deliberations or for any other purpose.

4. The award shall be deemed to be issued at the seat of arbitration.

Art. 20 Language of arbitration

1. The language of the arbitration shall be the language of the document incorporating the arbitration agreement, unless the parties agree otherwise, or the arbitrators determine another language in view of the circumstances of the case.

2. The arbitrator may order that any documents submitted in their original language during the proceedings be accompanied by a translation into the language of the arbitration.

Art. 21 Parties representation

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

Art. 22 Rules of procedure

1. Once the arbitrators have been appointed or confirmed, provided that the parties have paid or guaranteed the administration fees and provision of funds required, the TAB shall hand over the file to the arbitrators, in order to obtain their acceptance and declaration of interests, where appropriate.

2. Subject to the agreement of the parties and the provisions of these Rules, the arbitrators may conduct the arbitration in the manner they consider appropriate, always observing the principles of equality, the right to be heard and the right to contradict, giving the parties the opportunity to assert their rights.

3. The arbitrators shall conduct and manage the arbitral proceedings by means of procedural orders.

4. All communications, submissions and documents submitted by a party shall be filed with the TAB, which shall promptly forward them to the arbitrator and the other parties. The same rule shall apply to communications and orders of the arbitrator addressed to the parties or to any of them, unless otherwise agreed by the arbitrator and the parties.

5. All participants in the arbitral proceedings shall act in accordance with the principles of confidentiality and good faith, and shall make every effort to ensure that the arbitration is conducted efficiently and without delay.

Art. 23 Rules applicable to the merits of the case

1. The arbitrators shall decide in accordance with the provisions of the substantive legal rules agreed upon by the parties and, in the absence of such agreement, in accordance with the provisions of the substantive legal rules they consider appropriate for deciding the case.

2. The arbitrators shall decide in accordance with the terms of the contract, if any, and shall consider any trade usages applicable to the case.

3. The arbitrators shall only decide in equity when the parties have expressly authorised them to do so.

Art. 24 Tacit waiver of the right to challenge

If a party, having knowledge of a breach of any provision of these Rules, fails to report it within the time limit established for this purpose or, failing that, as soon as possible, this party shall be deemed to have waived its right to challenge.

V. CONDUCT OF THE PROCEEDINGS

Art. 25 Opening hearing or first procedural order

1. The TAB shall convene the arbitrator and the parties to a hearing on the day and at the time set by it, in order to determine, among others, the following issues:

    a) the full names of the arbitrators and parties, their contact details and the address they have designated for communications in the arbitration;
    b) the forms of communication to be used;
    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 on the basis of equity;
    e) the issues and formalities of the proceedings;
    f) the timetable of the proceedings.

2. In the event that one of the parties failing to appear, the TAB shall send that party a copy of the minutes so that said party may take note of the decisions taken and of the procedural calendar in case it is relevant to their rights.

3. The agreements adopted in the opening hearing shall prevail over the provisions of these Rules, which shall be of subsidiary application. However, unless otherwise agreed, the time limit for issuing the award shall be in accordance with the provisions set out in Article 40 of these Rules of procedure.

4. Arbitrations involving amounts not exceeding fifty thousand euros shall be conducted by the expedited procedure under the terms provided for in Article 52. The expedited procedure shall be governed by the aforementioned article and the following paragraphs without carrying out the opening hearing, unless the circumstances of the case so advise.

5. In this case, as soon as arbitrators receive the arbitration file from the TAB and, in any event, within fifteen days of their acceptance and after consultation with the parties, the arbitrators shall issue a procedural order setting out, as a minimum, the issues listed in the first paragraph of this Article.

6. However, in any arbitration, the parties may request the TAB to conduct the arbitration in an expedited procedure.

7. The parties authorise the arbitrators to modify the procedural calendar, as often and to the extent that they consider appropriate, and even to extend or suspend, if necessary, the time limits initially established in the terms set out in Article 40 of these Rules.

8. In conducting the proceedings, and in particular, in the admission of evidence, the arbitrators shall ensure due respect for good faith and for the fundamental rights recognised by the international treaties ratified by the States of either party to the arbitration.

Art. 26 Statement of claim

Unless the procedural calendar provides or the arbitrator decides otherwise:

1. The arbitrators shall grant the claimant a period of twenty days to file the statement of claim.

2. In the statement of claim, the claimant shall state:

    a) the claims that the claimant is making;
    b) the facts and legal grounds on which the claimant is basing their claims;
    c) a non-preclusive list of the evidence the claimant intends to rely on.

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

3. The statement of claim shall be accompanied by all documents and expert reports intended to be used as the grounds for the statement of claims made, unless for duly justified reasons they cannot be provided with the claim. In this case, the arbitrators may consider whether to offer the other parties the possibility to present additional evidence restricted to the aforementioned documents and/or expert reports.

Art. 27 Statement of defence

1. The statement of claim shall be forwarded to the other party so that, within the period established in the procedural calendar or, if not possible, within a period of twenty days, it may submit a statement of defence, which must comply with the provisions of the previous Article for the statement of claim.

2. Failure to respond to the claim shall not prevent the normal course of the arbitration.

Art. 28 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 comply with the provisions for the claim.

2. The counterclaim must also be accompanied by proof of payment of the administration fees, in the form and amount determined by the TAB.

3. In order for the counterclaim to be admitted, and without prejudice to the rest of the 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 out in the calendar or, if this is not possible, within fifteen days, a defence to the counterclaim may be filed, which must comply with the provisions for the statement of claim.

Art. 29 New claims

The submission of new claims after the statement of claim, statement of defence and, where applicable, counterclaim and statement of defence to the counterclaim, shall require the authorisation of the arbitrators and the payment or provision of a guarantee for the corresponding administrative fees. In deciding on this issue, the arbitrators shall assess the nature of the new claims, the stage reached in the proceedings and all other relevant circumstances.

Art. 30 Other written submissions

The arbitrators may, in exceptional circumstances, admit other written submissions for clarification or additional information, in addition to the statement of claim and statement of defence, and shall set the time limits for their submission.

Art. 31 Evidence

1. Unless otherwise provided in the calendar of proceedings or by the arbitrator, once the statement of claim or, if applicable, the counterclaim has been answered, the parties shall be granted a common period of ten days to propose any additional evidence they may need in support of the claims made. The arbitrators may substitute or add a hearing to this written procedure, which shall take place in any case if either of the parties so requests, in order to clarify any issue and to organise the proposal and taking of evidence in the most efficient way possible, if appropriate.

2. Without prejudice to the authority of the arbitrators to decide on evidence on their own initiative, each party shall bear the burden of proving the facts on which it relies to support its claims, objections or defences.

3. The arbitrators shall decide, by means of a procedural order, on the admissibility, relevance and usefulness of the proposed evidence.

4. The taking of evidence shall be based on the principle that each party shall have the right to know, with reasonable anticipation, the evidence on which the other party shall base its arguments.

5. At any time during the proceedings, the arbitrators may request documents or other evidence from the parties, which must be provided within the time limit set by the arbitrators for this purpose.

6. If a source of evidence is in the possession or under the control of a party, and that party unjustifiably refuses to present it or allow access to it, the arbitrators may draw from this conduct the conclusions they deem appropriate regarding the facts under evidence, including deeming admitted the facts intended to be proven.

7. No evidence shall be taken the costs of which have not been previously covered or guaranteed.

8. When the arbitrators consider the documentary evidence provided to be significantly confidential, at the request of the party that provided it, it may be decided that no copy shall be made and that

the documentation shall be deposited in the TAB Secretariat at the sole disposal of the parties, their advisers and experts, so that they can examine it and take notes.

9. The arbitrators shall assess the evidence freely, in accordance with the rules of sound criticism.

Art. 32 Hearings

1. The arbitrators may decide the dispute on the sole basis of the documents and other evidence submitted 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 despite the failure of a party to appear if, having been duly summoned in time and, in the opinion of the arbitrator, that party does not provide just cause.

4. The hearings shall be conducted exclusively by the arbitrators.

5. With due notice and after consultation with the parties, the arbitrators shall, by issuing a procedural order, establish the rules according to which the hearing shall be conducted, the manner in which witnesses or experts shall be examined and the order in which they shall be called.

6. Unless otherwise agreed by the parties, hearings shall be held in camera.

7. The arbitrators, having heard the parties, may decide that the hearings take place in person, by telematic or hybrid means.

Art. 33 Examination

1. For the purposes of these Rules, an examination is considered to be testimony from any person who gives a statement regarding their knowledge of any matter of fact, whether or not they are a party to the arbitration.

2. The arbitrators may order that a statement be provided in writing, without prejudice to the possibility of also ordering an examination before the arbitrators and in the presence of the parties, either orally or by some means of communication that makes their presence unnecessary. The oral statement shall be held whenever required by one of the parties and so agreed by the arbitrators.

3. If the person summoned to appear at a hearing to be examined fails to appear without just cause, the arbitrators may take this fact into account in their assessment of the evidence and, if appropriate, consider as not having been made, as they deem appropriate in the circumstances.

4. The parties may ask all questions they deem appropriate, under the control of the arbitrators regarding their relevance and usefulness, as well as to the length of each interrogation. The arbitrators may also ask questions to the examinee at any time.

5. Examinations may be conducted successively or simultaneously, in the form of a confrontation, as decided by the arbitrators.

6. The arbitrators shall expressly urge the persons examined 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. 34 Experts

1. The arbitrators, after consulting the parties, may appoint on their own initiative one or more experts to give their opinion on specific issues. These experts must be and remain independent and impartial of the parties during the course of the arbitration. In any case, the TAB shall authorise the appointment of experts, unless the parties agree on the person appointed and the fees presented, with the parties, individually or jointly, bearing the cost of the evidence.

2. The arbitrators may require any party to make available to the experts appointed by the arbitrators or by either party any relevant information or any documents, goods or evidence that they may need to examine. If the party requested fails to comply without justification, the provisions of Article 31.6 of these Rules shall apply.

3. The parties shall be notified of the opinion of the expert appointed by the arbitrators themselves so that they may make any allegations they deem appropriate regarding its contents in the conclusions period. The parties shall have the right to examine any document that the expert invokes in their opinion.

4. Once their report has been submitted, any expert, whether appointed by the parties or by the arbitrators, shall appear, if requested by either party and provided the arbitrators deem it appropriate, at a hearing in which the parties and the arbitrators may examine the expert on the content of their report. Where the experts have been appointed by the arbitrators, the parties may appear assisted by other experts to declare on the issues under debate.

5. The experts may be questioned successively or simultaneously, by way of comparison, as determined by the arbitrators.

Art. 35 Conclusions

1. The parties shall submit their written conclusions simultaneously within the time limit established or, if this is not possible, within fifteen days following the ending of the evidentiary hearing. If the proceedings are conducted in writing only, once the last written submission has been received.

2. The arbitrator may substitute the submission of written conclusions with oral conclusions at a hearing, which shall take place in any case at the request of either party. In this case, the arbitrator may decide that the parties also provide a summary of evidence in the form of written conclusions at the same hearing.

Art. 36 Challenge to the jurisdiction of arbitrators

1. The arbitrators shall be empowered to decide on their own jurisdiction, including on objections concerning the existence or validity of the arbitration agreement or any other objections the admission of which would prevent them from assessing the merits of the dispute.

2. To this end, an arbitration agreement which forms part of a contract shall be deemed to be an agreement independent of the other terms of the contract. A decision by the arbitrators that the contract is null and void shall not by itself render the arbitration agreement invalid.

3. As a general rule, objections to the jurisdiction of the arbitrators shall be made in the answer to the request for arbitration or, at the latest, in the statement of defence or, as the case may be, the counterclaim, and shall not suspend the course of the proceedings.

4. Objections to the jurisdiction of the arbitrators may be decided as a preliminary question by means of an award, after all parties have been heard, or in the final award, after the proceedings have been concluded.

Art. 37 Failure of the parties to appear

1. If the claimant fails to submit the statement of claim within the time limit without invoking sufficient reason in the opinion of the arbitrator, once the respondent has been heard, the proceedings shall be deemed to be closed, unless the respondent states its will to file a plea.

2. If the respondent or the claimant counterclaimed fail to file an answer within the time limit without invoking a cause sufficiently justified in the opinion of the arbitrator, a hearing having been given to 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 be empowered to proceed with the arbitration.

4. If one of the parties duly required to submit documents fails to do so within the time limit set without invoking sufficient cause, the arbitrators may issue the award based on the evidence available to them, without prejudice to the provisions of Article 31.6 of these Rules.

Art. 38 Interim measures

1. Unless otherwise agreed by the parties, the arbitrators shall be entitled to, at the request of either party, adopt the interim measures requested, weighing up the circumstances of the case and, in particular, both the appearance of good right and the risk in delay and the consequences that may arise from their adoption or dismissal. The measure must be proportionate to the intended purpose and as cost-effective as possible to achieve it.

2. The arbitrators may require sufficient security from the requesting party in the form they deem appropriate.

3. The arbitrators shall decide on the measures requested after having heard all the interested parties. Exceptionally, in cases of extreme urgency or risk of frustration of the measure, they may be adopted without a hearing or prior communication to the party affected by the measure. In this case, once the measure has been implemented, it shall be immediately communicated to the counterparty, who may challenge it before the arbitrator, without prejudice to the action for judicial annulment.

4. The decision to grant interim measures may take the form of a procedural order or, if so requested by either party, a partial award.

5. The parties may also apply to the ordinary courts for the adoption of interim measures. The request for interim measures or the implementation of the measures agreed by the arbitrators shall not affect the validity of the arbitration agreement or the jurisdiction of the arbitrators. In the event that an interim measure is granted by the competent judicial authority, the party that requested it shall inform the arbitrators and the TAB.

6. The party requesting certification from the TAB to prove that it has submitted the request for arbitration must state the reason for the request, and the TAB may require it to pay the corresponding amount.

Art. 39 Closing of the proceedings

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

VI. THE AWARD

Art. 40 Time limit for rendering the award

1. Unless otherwise agreed by the parties, the arbitrators shall render the award within six months from the date of the opening hearing.

2. By submitting to these Rules, the parties grant the arbitrators the power to extend the time limit for rendering the award for a period not exceeding two months in order to properly complete their assignment. The arbitrators shall ensure that no delays occur. In any case, the time limit for rendering the award may be extended by agreement of all parties or, in exceptional cases and by reasoned decision, by the TAB at the request of any of the parties or the arbitrators.

3. Unless otherwise agreed, if an arbitrator is replaced in the last month of the time limit for rendering the award, the time limit shall be automatically extended for an additional sixty days.

   Once a substitute arbitrator has been appointed, said arbitrator shall decide, after hearing the parties, whether there is cause to repeat any of the proceedings, in which case and unless otherwise agreed, the time limit for rendering the award shall be automatically extended, in

addition to the sixty additional days mentioned above, by the same amount of time as that taken to carry out the proceedings to be repeated.

Art. 41 Form, content and notification 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 made. Every award shall be deemed to have been made at the place of arbitration and on the date mentioned in the text of the award itself.

2. When there is more than one arbitrator, the award shall be adopted by majority When there is more than one arbitrator, the award shall be adopted by majority vote. If there is no majority, the person who occupies the presidency of the arbitral tribunal shall decide. If there is no majority, the person who occupies the presidency of the arbitral tribunal shall decide.

   Once the award has been made and adopted by decision of the majority of the arbitrators or by the president of the arbitral tribunal, any arbitrator may express an individual dissenting or concurring opinion by means of a separate vote. The final text of the dissenting opinion must be sent to the other arbitrators at least seven days before the date set by the chairperson to submit the award for prior examination by the TAB in accordance with Article 43 of the Rules. In view of the individual opinions, the other arbitrators who have decided the award may reconsider their decision or give reasons for their disagreement in the award.

3. The award shall be made in writing and signed by the arbitrators. In the case of an arbitral tribunal. the signatures of the majority of the members of the panel shall suffice or, failing that, the signature of the chairperson provided that the reasons for the absence of such signatures are stated.

4. The award must be reasoned, unless it is an award by consent of the parties or, if permitted by law, the parties have agreed otherwise.

5. The arbitrators shall state the reasons for their decision on the costs of the arbitration in the award.

6. Unless there is a written agreement from the parties to the contrary, the award on costs shall be imposed based on the acceptance or rejection of the respective requests of the parties, unless, in view of the circumstances of the case, the arbitrators consider it more appropriate to apply another criterion, giving their reasons.

7. Once the award has been made, the Secretariat of the TAB shall notify the parties by delivering a signed copy to each of them, with a copy of the award being deposited in the file kept for that purpose by the TAB.

8. The award may be notarised if either of the parties so requests, in which case all costs arising therefrom shall be borne by that party. In this case, it shall be the notary public who notifies the award to the parties.

9. The same notification rules shall apply to any correction, clarification, addition or rectification of the award.

10. If a dissenting vote has been submitted within the period established in Article 41.2, it shall be notified to the parties with the award unless the TAB determines that the law opposes it or that the dissenting vote violates the secrecy of the deliberations of the arbitral tribunal or the respectful disagreement with the opinion of the other arbitrators.

Art. 42 Award by consent

If during the arbitral proceedings the parties reach an agreement that puts an end to all or part of the dispute, the arbitrators shall terminate the proceedings with respect to the points agreed upon and, if both parties so request and the arbitrators see no reason to object, they shall record this agreement in the form of an award on the terms agreed upon by the parties.

Art. 43 Scrutiny of the award by the TAB

1. At least ten days before the time limit for issuing the award expires, the arbitrators shall submit a draft to the TAB, which may, within ten days, propose strictly formal amendments.

2. Likewise, and with due respect in all cases for the freedom of decision of the arbitrators, the TAB may make suggestions regarding aspects related to the merits of the dispute, as well as on the determination and breakdown of the costs.

3. The scrutiny of the award by the TAB shall in no case imply that the TAB assumes any responsibility for its content.

4. If a dissenting vote has been submitted within the time limit set out in Article 41.2, it shall be attached to the draft award submitted for scrutiny. The TAB shall verify whether the law allows for the issuance or notification of the dissenting vote and whether it violates the secrecy of arbitral tribunal deliberations or the respectful disagreement with the opinion of the other arbitrators.

Art. 44 Correction, clarification, addition or rectification of partial excess of the award

1. Within ten days from the notification of the award, unless another time limit has been agreed by the parties, either party may request the arbitrators:

    a) to correct any clerical, arithmetical, typographical or similar error;
    b) to clarify a particular point or a specific part of the award;
    c) addition to the award with regard to requests made and not decided;
    d) rectification of the partial excess of the award, when it has decided on issues not submitted or its decision or on issues not susceptible to arbitration.

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 a maximum period of ten days, counted in accordance with Section 1, the arbitrators may correct errors referred to in Section 1. a), on their own motion.

Art. 45 Effectiveness of the award

1. The award is binding on the parties. The parties undertake to comply with it without delay.

2. If at the seat of arbitration, under the applicable legislation, an appeal on the merits or on any point of the dispute is possible, it shall be understood that by submitting to these arbitration Rules the parties waive these appeals, provided that such waiver is legally possible.

Art. 46 Other forms of termination

The arbitral proceedings may also be terminated:

a) by withdrawal of the claimant, unless the respondent objects and the arbitrators deem the respondent to have a legitimate interest in obtaining a final settlement of the dispute;
b) by mutual consent of the parties;
c) when, in the opinion of the arbitrators, the continuation of the proceedings, having regard to the circumstances, is unnecessary or impossible.

Art. 47 Custody and conservation of the arbitration file

1. The TAB shall be in charge of the custody and conservation of the arbitration file, once the award has been rendered.

2. Five years after the award has been rendered, the obligation to conserve 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 this purpose.

3. While the obligation of the TAB to custody and keep the arbitration file is in force, either party may request the breakdown and delivery, at its own expense, of the original documents it has provided.

Art. 48 Costs

The costs of the arbitration shall be fixed in the final award, in accordance with Article 41.6 of these Rules, and shall include:

a) the admission and administration fees of the TAB, as well as the provision of funds, in accordance with Section A and B of the Annex to these Rules;
b) the fees and expenses of the arbitrators, which shall be fixed or approved by the TAB in accordance with Section B of the Annex;
c) the fees of the experts appointed, if any, by the arbitrators;
d) the expenses and fees incurred by the parties for their defence in the arbitration, in the amount the arbitrators deem reasonable and duly justified, including, among others, the fees and expenses for legal defence, the fees of the experts appointed by the parties, the expenses of witnesses, the rental or use of facilities, equipment or technology, or transcription or interpretation services. The arbitrators may exclude with reasons those

items of fees and expenses which they consider inappropriate and moderate those which they consider excessive.

Art. 49 Arbitrator's fees

1. The criteria for applying the fees of the arbitrator are those set out in Section B of the Annex to these Rules and in the corresponding protocol.

2. Correction, clarification, addition or rectification of the excess of the award provided for in Article 44 shall not result in additional fees.

Art. 50 Confidentiality

1. Unless otherwise agreed by the parties, all those involved in the arbitration are obliged to keep the proceedings and the content of the award secret.

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 arbitral tribunal shall be confidential.

4. The TAB may publish an award, two years after it is rendered, if all of the following conditions are met:

    a) the corresponding request for publication is submitted to the TAB or the TAB itself considers that there is a doctrinal or legal interest;
    b) all references to the names of the parties, to the subject matter of the arbitration and data which may easily identify it are deleted; and
    c) neither of the parties to the arbitration objects to such publication within the time limit set for this purpose by the TAB.

Art. 51 Liability

1. The TAB shall not be liable for any act or omission concerning an arbitration it has administered, unless wilful misconduct is proven.

2. Unless otherwise agreed by the parties, any technology may be used in arbitral proceedings in accordance with the applicable legislation, but in any event, it must be used in a manner that respects transparency in its use, confidentiality with respect to the information and data contained therein, and good faith. The parties or the arbitrators shall assume the risks and liabilities that may arise from the use of technology owned by them or external to the TAB.

Art. 52 Expedited procedure

1. The expedited procedure shall be governed by the provisions of this article, which modifies the general rules only in the following points:

a) the TAB may reduce the time limits for the appointment of arbitrators;
b) a sole arbitrator and a substitute arbitrator shall be appointed, unless the arbitration agreement stipulates the appointment of an arbitral tribunal. In the case of a sole arbitrator, and if the parties have not previously agreed on the appointment, the TAB shall appoint the arbitrator in accordance with the terms of Article 11;
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 conclusions, except in those cases in which, exceptionally, in view of the evidence admitted, the arbitrator considers another hearing necessary. By agreement of the parties, the conclusions may be made in writing;
d) the arbitrators shall render their award within two months of the submissions of the statement of defence to the claim or the statement of defence to the counterclaim. The arbitrators may only extend this time limit for rendering the award for a single additional period of one month.

2. The expedited procedure shall apply, by decision of the TAB, to all cases in which the total amount of the proceedings (including, where 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 parties may agree to exclude the application of the provisions of the expedited procedure and to process the arbitration by the ordinary procedure regardless of the amount of the claims brought.

3. The TAB may regulate specific procedures by means of protocols.

VII. EMERGENCY ARBITRATOR

Art. 53 The emergency arbitrator. Definition of functions

Unless otherwise agreed by the parties, the emergency arbitrator may at the request of a party and under the exclusive responsibility of that party adopt urgent and provisional interim measures and preliminary orders, establishing, where appropriate, the security deposit that the arbitrator deems appropriate.

Art. 54 Request for emergency measures

1. Any party to an arbitration agreement with submission to the TAB may request the appointment of an emergency arbitrator.

2. The request shall be submitted to the TAB, which shall record the date in the register provided for this purpose, and shall contain the information specified in paragraphs a, b, c, d, e, f and g of Article 5.2 of the Rules, in addition to the following information:

a) an indication of the emergency measures requested;
b) the reasons why the urgent measures requested are necessary and why the appointment of the arbitrator in the proceedings cannot be awaited;
c) an offer of sufficient security to cover any liabilities which may arise;
d) proof of payment of the administration fees referred to in Section I of the Annex to the Rules concerning to the cost of arbitration.

The applicant may also submit any other document or information that they consider appropriate or that may contribute to the efficient examination of the request.

3. The request shall be written in the language of the arbitration, in accordance with the provisions of Article 20 of the Rules.

4. This procedure shall be closed without further processing if, within fifteen days following receipt of the request for emergency measures, the request for arbitration provided for in Article 5 of the Rules has not been filed with the TAB.

5. The TAB shall examine the request for an emergency arbitrator and, if the particulars set out in this title are met, shall notify on the party against whom the request is addressed.

6. The request for an emergency arbitrator shall not be processed in the following cases:

a) if the arbitrators of the proceedings have already accepted the arbitration assignment;
b) if the TAB is not competent to decide on the measures requested;
c) if the admission and administration fees requested by the institution have not been paid.

Art. 55 Appointment of the emergency arbitrator

1. The president of the TAB shall appoint an emergency arbitrator within the shortest possible time, normally within three days of receipt of the request to the TAB. No emergency arbitrator shall be appointed once the arbitrators in the proceedings have accepted.

2. The emergency arbitrator shall be appointed from the list of emergency arbitrators, which shall be published on the website of the institution.

3. The emergency arbitrator must be and remain impartial and independent of the parties to the dispute.

4. The emergency arbitrator must accept their appointment within three days of receiving the arbitration file. Together with their acceptance, they must submit a statement of interests, independence, impartiality and availability, as well as an express commitment to confidentiality. The TAB will inform the parties of the appointment, acceptance and statement of interests of the emergency arbitrator.

Art. 56 Challenge of the emergency arbitrator

1. The challenge of an emergency arbitrator shall be made in writing within three days of receipt of the first notification informing of the appointment, acceptance and statement of interests or from the date on which the party was informed of the facts or circumstances on which the challenge is based, if said information is of a later date.

2. The challenge shall be decided by the TAB after the emergency arbitrator and the parties appearing have presented the allegations as they deem appropriate within a period of three days from the time they have been notified of the challenge.

3. Should the TAB accept the challenge, a new emergency arbitrator shall be appointed in accordance with the provisions of this Title. The procedure for appointing a new emergency arbitrator shall not suspend the proceedings.

Art. 57 Obligations of the emergency arbitrator

1. Once the emergency arbitrator has been appointed, the TAB shall hand over the case file to them. From that moment, the emergency arbitrator shall commence the proceedings, in accordance with Article 59.

2. The emergency arbitrator shall hear and decide with reasons given any objections, oppositions and incidents arising from requests for emergency measures.

3. The emergency arbitrator shall cease all functions upon acceptance by the arbitrators of the proceedings.

Art. 58 Seat of emergency arbitration procedure

1. In the absence of an agreement between the parties on the seat of arbitration, the president of the TAB shall determine the seat of the emergency arbitrator procedure, without prejudice to the provisions of Article 19 of the Rules.

2. Any meeting with the emergency arbitrator may be held electronically or by means of a face-to-face meeting at any place the emergency arbitrator deems appropriate.

Art. 59 Emergency arbitration procedure

1. The emergency arbitrator shall assess the adequacy of the bond offered by the applicant and establishing a procedural calendar for emergency measures in the shortest time possible; normally, within three days of acceptance.

2. The emergency arbitrator must conduct the proceedings in the manner they deem more appropriate, taking into account the nature and urgency of the measures requested, giving the parties the opportunity to assert their rights, in accordance with Article 22.2 of the Rules.

3. Without prejudice to the provisions of the previous Section, the emergency arbitrator may grant interim measures or preliminary orders without first hearing the party affected by the measure. In this case, once the measure has been granted, it shall be immediately notified to the affected party, who may challenge it before the emergency arbitrator within a period of three days from the date of notification.

4. The decision of the emergency arbitrator shall take the form of an order (the order). In this order, the arbitrator shall decide whether he has jurisdiction to grant the measures requested, whether they are admissible in accordance with Article 38.1 of the Rules, and the reasons for their decision. The order shall be dated and signed by the emergency arbitrator.

5. The order shall be issued and notified to the parties no later than fifteen days following the date of acceptance by the emergency arbitrator, unless an extension of this period is authorised by the president of the TAB at the request of the emergency arbitrator.

6. At the request of a party, the emergency arbitrator may modify or lift the granted measures or substitute them for security that is sufficient in their judgment and the circumstances of the case.

7. The arbitrators for the proceedings may modify, render ineffective or annul the order.

8. The emergency arbitrator shall make a reasoned decision in the order on the costs of the emergency measures procedure, which shall include the items set out in Article 48 of the Rules. The emergency arbitrator shall decide on the amount and the allocation of costs between the parties.

Art. 60 Lifting of the measures adopted by the emergency arbitrator

The measures taken by the emergency arbitrator shall cease to be binding on the parties:

a) in the event that the requesting party withdraws its request;
b) in the case provided for in Article 54.4 of this Title with respect to the request for arbitration;
c) in the event of acceptance by the TAB of a challenge of the emergency arbitrator;
d) if the party who requested them does not proceed with the arbitration or does not pay the administration fees and the provisions of funds due to him;
e) if a competent state court decrees the lifting;
f) if the emergency arbitrator or the arbitrators in the proceedings render them totally or partially ineffective;
g) when the award is made, unless expressly provided otherwise.

Art. 61 General rule of emergency arbitration

1. In these proceedings a single person shall be appointed as emergency arbitrator.

2. In the absence of the president of the TAB or at the president's request, the decision-making powers of the president provided for in this Title shall be temporarily exercised by one of the persons occupying one of the two vice-presidencies, who shall act according to the president's discretion or, failing that, alternatively.

ANNEX TO THE RULES OF TAB
COST OF ARBITRATION

A. Admission fees and case registration

The submission of the request for arbitration gives rise to the payment of an admission fee, which varies according to the amount in dispute:

a) proceedings involving an amount under or equal to 16,000.00€ are exempt from admission fees;
b) proceedings involving an amount over 16,000.00€ and up to 30,000.00€, the admission fee shall be 900.00€;
c) proceedings involving an amount over 30,000.00€, the admission fee shall be 1,500.00€.

In accordance with the provisions of Article 48 of the Rules, the admission fee shall form part of the arbitration costs.

B. Arbitrators' fees and TAB administration fees

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

The administration of the arbitration entails the payment of a single administration fee that includes both the arbitrator fees[3] and the administration fees of the TAB. These fees will be determined according to 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€ a 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 involving amounts over 30,000,000.00€, the TAB may review and moderate the resulting administration fees by applying criteria other than the amount, such as complexity, workload, time, number of parties, number of arbitrators and other similar criteria.

[3] Protocol on the distribution of administration fees.

Arbitrations of undetermined amount shall be processed following the ordinary procedure and shall be subject to an administration fee of 17,000.00€. Should the amount be determined during the arbitration process, the corresponding administration fees must be paid, if applicable.

Provision of funds for expenses derived from the processing of the case. This provision of funds includes notifications, digital media, the costs of evaluating the award and other costs that may arise. The amount to be paid for this concept will vary depending on the amount of the procedure:

a) Procedures up to 16,000.00€: 300.00€,
b) Procedures over 16,000.00€: 900.00€.

or that amount that the TAB may consider appropriate for the case in question. In the event that an arbitral tribunal is appointed, the provision of funds for expenses shall be 1,500.00€.

Unless otherwise agreed by the parties, the cost of arbitration shall be paid by the claimant and the respondent in equal shares in accordance with the provisions of Article 9.4 and 9.5 of the Rules.

In the event that a higher interest or amount different from the claims stated in the request for arbitration is revealed, or a counterclaim is filed, the provisions of Article 9.7 and 9.8 of the Rules shall apply.

C. Plurality of respondents

In the event that the party against whom the arbitration is brought is formed by a plurality of respondents, an increase in the admission fees will be applicable in two cases:

a) If there are more than ten (10) respondents, the admission fees shall be doubled.
b) If there are more than fifty (50) respondents, the admission fees shall be tripled.

D. Third Party Intervener

The joinder in an arbitration of a third party as a party to the proceedings shall generate administration fees which shall be determined according to their intervention:

a) If the third party has been called to the arbitration for lack of legitimation and does not formulate petitions, the fees will be those corresponding to the main claim, according to Section B of the Annex to the Rules;
b) If the third party intervenes as a third party with a vested interest with knowledge of the arbitration, the applicable administration fees, according to Section B of this appendix, shall be those corresponding to the request made by the third party or, failing that, the same fees that the parties have paid for the arbitration proceedings.

E. Arbitral tribunal

In the event that an arbitral tribunal is appointed, the administration fees applicable to the arbitration shall be doubled. Unless otherwise agreed by the Institution, the fees of the chairperson of the arbitral tribunal shall be one third higher than the fees of the coarbitrators.

F. Stay of arbitration

The stay of the arbitration proceedings shall accrue a stay fee equal to the corresponding admission fees. Six months after the case has been stayed, the extension of the stay of the arbitration shall accrue new consecutive stay fees for equal periods of six months. Failure by the party requesting the stay to pay the accrued stay fees shall result in the case being closed without further ado.

In the event that the arbitration is exempt from the payment of admission fees, the suspension fee shall be 20% of the arbitration administration fees and shall be applied under the same terms as those established in the previous paragraph.

G. Cost of early closing of the file

In the event that the arbitration is not carried out in full and the file is closed at any procedural stage prior to the issuance of the award, a cost for the closing of the file shall be accrued, according to the following phases:

From the submission of the request for arbitration until the period for responding to it expires, the cost of closing the case is included in the admission fee paid at the commencement, except for cases that are exempt from paying admission fees due to the amount involved, in which case the cost of closing the case shall be 30% of the administration fees applicable to the arbitration, with the minimum cost of closing the case being 300.00€.

If the closing of the case is requested after the answer to the request for arbitration but before the opening hearing is held or the first procedural order is issued, the cost of closing the case will be 20% of the administration fees applicable to the arbitration.

If the closing of the case is requested once the opening hearing has been held or the first procedural order has been issued, a scale of accrual is established depending on the procedural stage of the arbitration case. The percentages of accrual of cost for closing the arbitration case within this stage are determined in the following table:

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

Taking into account the complexity and the workload involved in the arbitration process, the TAB may modify, based on the circumstances of the case and with reasons given, the percentages established in the table above.

The cost of closing the case shall be borne by the party commencing the proceedings, regardless of what the parties agree regarding the cost of the arbitration. However, when the closing of the case results from a settlement agreement between the parties and both parties have paid the full amount of the administration fees and provision of funds, the cost of closing the case shall be paid in half.

If the parties request the issuance of an award by consent and this occurs before the proceedings are concluded, in accordance with Article 39 of the Rules, an additional 20% will be added to the percentage to be applied to the administration fees. In the event that the request is made within the period for taking evidence or submitting conclusions, this 20% will be applied to the administrative fees already accrued according to the percentage of the case being closed. Only when the issuance of the award by consent is requested and occurs after the period for taking evidence or submitting conclusions has ended, 90% will be applied directly to the administrative fees.

H. Interim measures

1. Procedures for interim measures shall accrue new admission fees.

2. The TAB shall set the administration fees deriving from the interim measures. The TAB shall determine, depending on the circumstances of the case, whether the cost of the interim measures involves:

    a) only the admission fees referred to in paragraph 1;
    b) the applicable administration fees as established in Section B of the Annex to the Rules, if the requested measure has a determined amount of its own, or,
    c) if the provisions of Section I concerning the emergency arbitrator apply.

I. Emergency arbitrator

Fees for administration and cost of the procedure:

1. The administration fees provided for in the Annex to the Rules shall not apply to the preliminary emergency measures procedure, with the exception of Sections J and K thereof.

2. For the substantiation of the measures, the applicant for the measure shall pay an amount of 9,000.00€ to cover the administration fees and expenses of the emergency arbitrator. Proof of payment of these fees must be provided with the request for the measures in accordance with the terms of Article 54.2 d).

   The amount of the fees of the arbitrator shall be decided by the TAB according to the circumstances of the case.

3. At any time during the preliminary emergency measures procedure, the president of the TAB may decide, by means of a reasoned resolution, to increase the amount mentioned in the previous

Section to a maximum of 18,000.00€, taking into consideration, among other things, the nature of the case, its complexity and the workload of the TAB and the emergency arbitrator. Failure to pay this increased administration fee within the time limit set by the TAB shall be deemed to be a withdrawal of the application for interim measures.

4. The order of the emergency arbitrator shall set the costs of the emergency measures proceedings, including the reasonable expenses incurred by the parties, and shall decide which of the parties shall pay them or in what proportion they shall be apportioned between them.

5. In the event that, once the application has been filed, the emergency measures procedure is terminated prematurely before the order is issued, the president of the TAB shall determine the amount to be reimbursed to the applicant, if any. In any case, the amount of 4,500.00€ for the TAB administration fee shall not be refundable in any case.

J. Routing to arbitration service

The cost of the routing to arbitration service offered to parties who (a) do not have a TAB arbitration clause, (b) want to renew the agreed arbitration agreement, or (c) obtain accreditation of the attempt to resolve the conflict out of court, is 150.00€.

Should further meetings or subsequent arbitral activity be required due to an agreement to submit having been reached, the admission fees for commencement of arbitration proceedings and the corresponding administration fees and provision of funds shall be accrued in accordance with the provisions of these Rules.

K. Services of the Secretariat of the TAB

The cost of the services of the TAB Secretariat for certificates and testimonials will be 50.00€ plus the cost of photocopies and other expenses.

With regard to the deposit of amounts derived from the arbitrations administered by the TAB, each deposit of such amounts in one of the TAB accounts shall have a cost of 70.00€.

L. Valued Added Tax

All amounts, including the application fee and the administration and provision of funds fees requested, shall be subject to Value Added Tax.

TRANSITIONAL PROVISION

These Rules shall enter into force on 1st January 2025 and from that date any previous TAB Rules shall cease to have effect. These Rules shall apply to any arbitration which application has been filed on or after the date of their entry into force. In arbitrations currently in progress, the parties may mutually agree to apply these Rules.

This amendment of the Rules of the TAB was approved by the Board of Directors on 18th November 2024 and will be published on the TAB website (www.tab.es).

By resolution of the Board of Directors of 13th March 2025, section F of the Annex to the Rules on the cost of arbitration is amended, to which a second paragraph is added. This amendment shall apply to all arbitrations exempt from payment of admission fees, in which a request is made for the stay of proceedings, as of the date of the aforementioned resolution of the Board of Directors.