北京仲裁委员会
BEIJING ARBITRATION COMMISSION
北京国际仲裁院
BEIJING INTERNATIONAL ARBITRATION COURT
中国(北京)证券期货仲裁中心
CHINA (BEIJING) SECURITIES AND FUTURES ARBITRATION CENTER

INTERNATIONAL ARBITRATION RULES

Revised and adopted at the Sixteenth Meeting of the Eighth Session of the Beijing Arbitration Commission on October 29, 2025.
Effective as of January 1, 2026.

BAC

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The QR code is available to download the electronic copy of the International Arbitration Rules.

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Model Clause

Any disputes arising from or relating to this contract shall be submitted to Beijing Arbitration Commission/Beijing International Arbitration Court for arbitration in accordance with its International Arbitration Rules. The award shall be final and binding upon all the parties.

The parties may consult and consider adding the following elements:

(I) Applicable Procedure and Number of Arbitrators

The parties may, taking into account the nature, the amount in dispute and other related considerations, agree on the arbitral procedure and the number of arbitrators. For example:

[Applicable procedure]

"The arbitration shall be conducted in accordance with the _____ (ordinary procedure or Expedited Procedure)."

[Applicable number of arbitrators]

"The arbitral tribunal shall consist of _____ (one or three) arbitrator(s)."

(II) Selection of Arbitrators

Apart from the methods provided in the Rules, the parties may agree on the method for selecting the arbitrators.

For example:

[Nationality]

"The parties hereby agree that the presiding/the sole arbitrator shall be ***a national of a third country*** *other than the countries where the parties to the dispute are located."*

[Expertise]

"The parties hereby agree that the arbitrator(s) shall ***possess professional expertise/practicing experience or qualifications in*** *_____."*

[Language]

"The parties hereby agree that the arbitrator(s) shall be ***proficient in the _____ language****."*

(III) Seat of Arbitration

The parties may agree on the seat of arbitration:

"The seat of arbitration shall be _____."

(IV) Language of Arbitration

The parties may agree on the language of arbitration:

"The parties agree that the language of arbitration shall be _____."

(V) Applicable Law

The parties may agree on the law applicable to the arbitration agreement:

"The law applicable to the arbitration agreement shall be _____."

The parties may agree on the law governing the arbitral procedure:

"The law governing the arbitral procedure shall be _____."

The parties may agree on the substantive law governing the dispute:

"The substantive law governing the dispute shall be _____."

Chapter I: General Provisions

Article 1: Definitions

For the Purposes of the Rules:

1. "BAC" or "BIAC" means Beijing Arbitration Commission/ Beijing International Arbitration Court;

2. "The Rules" mean the BAC International Arbitration Rules;

3. "Domestic Rules" mean the BAC Domestic Arbitration Rules;

4. "Special Rules" include rules issued by the BAC concerning special provisions for arbitral proceedings and rules applicable to a specific professional field, etc.;

5. "Arbitration Documents" means all the materials generated, filed, or exchanged in the arbitration, including notices, submissions, statements, evidence, decisions, and awards;

6. "BAC Online Arbitration Platform" means the online arbitration platform accessible through the BAC official website ;

7. "Party" or "Parties" include the claimant(s), respondent(s), any additional party and any party to a consolidated arbitration;

8. "Claim" includes any claim(s), counterclaim(s), or cross-claim(s);

9. "Defense" includes any defense(s) submitted in response to a claim;

10. "Panel of Arbitrators" means the version of the BAC Panel of Arbitrators in effect on the date on which the case is accepted;

11. "Online Hearing" means a hearing conducted by videoconference or other communication technology, whether in whole or in part;

12. "Arbitration Fees" include the fees of the arbitrators and the administrative fees of the BAC;

13. "Other Reasonable Expenses Actually Incurred" include the travel expenses of the arbitrator(s) and the staff of the BAC, the cost incurred in conducting arbitral proceedings outside the location of the BAC, as well as the expenses of expert(s), appraiser(s), interpreter(s), stenographer(s) or other assisting personnel appointed by the arbitral tribunal, etc.

Article 2: The Arbitral Institution

1. The BAC is an arbitral institution, registered and established in Beijing, China, providing dispute resolution services to parties.

The BAC also uses the name "China (Beijing) Securities and Futures Arbitration Center".

2. The BAC has previously used the name "Beijing International Arbitration Center" as an alternative name. Where the parties have designated in their arbitration agreement the "Beijing International Arbitration Center" as the arbitral institution, the arbitration shall be administered by the BAC.

Article 3: Structure and Duties

1. The Chairperson of the BAC shall perform the duties regarding the appointment, challenge and replacement of arbitrators, as well as other related matters, under the Rules. The Vice-Chairperson or the Secretary-General of the BAC may perform the Chairperson's duties with the Chairperson's authorization.

2.The Secretariat of the BAC is the executive body of the BAC, responsible for handling the BAC's daily operations and performing the duties provided in the Rules under the direction of the Secretary-General.

3. The Secretariat shall designate members of its staff as case managers, who shall assist with the procedural administration work of cases.

4. The BAC may establish sub-commissions or arbitration centers to act as its delegated offices. Where the parties have agreed to refer their dispute to a sub-commission or an arbitration center, the relevant arbitration case shall be administered by that sub-commission or arbitration center. Where such an agreement is unclear or inoperative, the case shall be administered by the BAC. The BAC may also designate a sub-commission or an arbitration center to administer an arbitration case according to the specific circumstances of the case.

5. The BAC may, according to the agreement or request of the parties, provide administrative and supporting services for ad hoc arbitrations, including but not limited to appointing arbitrators, deciding on challenges to arbitrators, providing tribunal secretary services, providing oral hearing services, etc., unless such agreement is inoperative or in conflict with the mandatory provisions of the law applicable to the arbitral proceedings.

Article 4: Application of the Rules

1. Where the parties agree:

(a) to submit their disputes to the BAC for arbitration without specifying the arbitration rules, and the dispute has international elements, they shall be deemed to have agreed to arbitration in accordance with the Rules. Where the parties agree on the application of other arbitration rules, the BAC shall perform the administrative functions and duties accordingly.

(b) to submit their disputes to arbitration in accordance with the BAC Arbitration Rules without specifying the name of the arbitral institution, and the dispute has international elements, they shall be deemed to have agreed to administration by the BAC applying the Rules.

2. A dispute shall be deemed to have "international elements" if any of the following circumstances exists:

(a) one or more of the parties is a natural person who does not have the nationality of the People's Republic of China, or a legal person or other organization registered outside the territory of the People's Republic of China.

(b) the habitual residence of one or more of the parties is outside the territory of the People's Republic of China.

(c) the subject matter is outside the territory of the People's Republic of China.

(d) the legal facts that lead to the establishment, change, or termination of the civil relationship(s) occur outside the territory of the People's Republic of China.

(e) there exist other circumstances that can be deemed as having international elements.

3. Unless the parties have agreed otherwise, the version of the arbitration rules in effect on the date of the acceptance of the case shall apply, and shall be deemed incorporated by reference into the arbitration agreement of the parties. Where the parties have otherwise agreed on the seat of arbitration or certain procedural matters, the parties' agreement shall prevail unless such agreement is inoperative or in conflict with the mandatory law applicable to the arbitration.

4. Arbitrations relating to the Hong Kong Special Administrative Region ("SAR") of the People's Republic of China, the Macao SAR of the People's Republic of China, and the Taiwan region of the People's Republic of China shall also be conducted, mutatis mutandis, in accordance with the provisions of the Rules.

5. Where the parties agree to apply any Special Rules of the BAC, the parties' agreement shall prevail. However, where the dispute does not fall within the scope of application of the Special Rules, the Rules or the Domestic Rules shall apply. Where a dispute falls within the scope of application of the Special Rules, the Rules or the Domestic Rules shall apply in respect of matters not covered in the Special Rules.

6. Where the parties disagree or raise an objection concerning the application of the Rules, the BAC or the arbitral tribunal shall decide on the rules to be applied. Such a decision by the BAC or the arbitral tribunal shall not affect any arbitral proceedings that have already been conducted.

Article 5: Good Faith in Arbitration

1. When participating in the arbitration, the parties, their representatives, and other arbitration participants shall act in good faith, with good will, and in the spirit of collaboration.

2. The parties and their representatives shall ensure that they act properly in the arbitral proceedings and ensure the authenticity of their statements and submissions; otherwise the party concerned shall bear the corresponding consequences.

3. Where the parties and their representatives violate the Rules, any agreement between the parties, or any procedural arrangements or decisions made by the BAC or the arbitral tribunal, causing delay or increased costs, the BAC or the arbitral tribunal shall have the authority to decide that the party concerned shall bear the resulting consequences, including the drawing of adverse inference.

Article 6: Confidentiality

The parties and their representatives, witnesses, arbitrators, emergency arbitrators, experts or appraisers, the BAC staff, and other persons involved in the arbitration shall maintain the confidentiality of the arbitration and shall not disclose any information concerning the merits or the procedure of the case, except as required by law.

Article 7: Submission and Exchange of Documents

1. Unless the parties agreed otherwise, the arbitration documents shall be submitted to the BAC, and the BAC shall forward them to the arbitral tribunal and the other parties.

2. Parties shall primarily submit arbitration documents to the BAC electronically via the BAC Online Arbitration Platform as the preferred method.

3. Where parties submit arbitration documents in both electronic and hard-copy versions, they shall ensure consistency between them. Unless the parties have agreed otherwise, the electronic version shall prevail if any discrepancy exists between the electronic and hard-copy versions.

Article 8: Service

1. Arbitration Documents shall be served primarily via the BAC Online Arbitration Platform, email, text message, instant-messaging tools, or other electronic means. They may also be served in person or by post, courier, or by any other reasonable method.

2. Arbitration documents served by electronic means, such as by the BAC Online Arbitration Platform, shall be deemed to have been served upon reaching the system designated by the recipient. Arbitration documents served in person, by post, courier, or other means, shall be deemed to have been served upon being delivered to the parties in person or by post or courier to the location of business, place of registration, place of residence, address indicated on the identification card, household registration address, address for service agreed upon by the parties, address confirmed in writing to the BAC, or other correspondence address of the service recipient provided by the recipient or the other party.

3. If, despite reasonable inquiries, the recipient's place of business, place of registration, place of residence, address indicated on identification card, household registration address, address for service agreed upon by the parties or other correspondence address cannot be found, service shall be deemed to have been effectuated if the arbitration documents are delivered to the recipient's last known place of business, place of registration, place of residence, address indicated on identification card, household registration address, address for service agreed by the parties or other correspondence address, whether

by post, courier or by any other means of delivery which allows for a record of delivery.

4. The provisions of Paragraphs 1 to 3 shall apply, mutatis mutandis, to determine the means of service where the parties agree to serve documents by themselves.

5. Each party is obliged to provide an accurate address and method for service. Any change to such address or method for service must be promptly notified to the BAC or the arbitral tribunal in writing. Where a party provides an inaccurate address or method for service, withholds or refuses to provide the address or method for service, or fails to notify the BAC or the arbitral tribunal of any change to the address or method for service, the resulting impediment to service and its consequences shall be borne by such party.

6. Where a dispute arises with respect to the time of service, the time of service shall be determined by the BAC or the arbitral tribunal.

Article 9: Time Limit

1. Any time limit specified or determined in accordance with the Rules shall start to run on the day following the date on which such time limit commences. The day on which the time limit commences does not form part of the time limit.

2. If the day following the date on which the time limit commences is an official holiday or a non-business day at the place of service, the time limit shall begin to run on the next business day. Official holidays or non-business days occurring within the time limit are included in the calculation of the period of time. If the last day of a time limit falls on an official holiday or a non-business day, the time limit shall expire on the next business day.

3. Time for delivery shall not be included in a time limit. Any arbitration document that has been mailed out or dispatched within the time limit shall be deemed timely.

4. Where a party has failed to comply with a time limit due to

force majeure or other justifiable reasons, it may, within 10 days after the elimination of the impediment, apply for an extension of the time limit. The BAC or the arbitral tribunal shall determine whether to grant such extension.

5. For time limits specified in the Rules in relation to the BAC's case management functions, if the day following the date on which the time limit commences or the last day of a time limit is an official holiday or a non-business day at the location of the BAC, such date shall be determined in accordance with the provision of Paragraph 2 of this Article, mutatis mutandis. The time limits specified in this Paragraph may be extended upon the approval of the BAC having taken into account the specific circumstances of the case.

Article 10: Waiver of Right to Object

Where a party knows or should have known of any non-compliance with any provision or condition of the Rules or the arbitration agreement, yet participates in or continues to participate in the arbitral proceedings, or fails to attend the hearing without a justifiable reason after being notified in writing, and does not promptly submit its objection to such non-compliance in writing to the BAC or the arbitral tribunal, it shall be deemed to have waived the right to object and must not advance any contrary assertion in subsequent proceedings.

Chapter II: Commencement of the Arbitral Proceedings

Article 11: Definition and Form of Arbitration Agreement

1. An arbitration agreement is an agreement reached by the parties before or after the occurrence of a dispute, and shall contain the parties' expression of intention to refer the dispute to arbitration. An arbitration agreement may take the form of an arbitration clause included in a contract or any other form of a written agreement that provides for arbitration.

2. An arbitration agreement shall be in writing. This includes any form that shows the content in a tangible way, such as a contract, letter, telegram, telex, facsimile, electronic data exchange, email, etc.

3. In any of the following circumstances, the parties shall be deemed to have reached a written arbitration agreement:

(a) One party makes a written expression of intent to submit the dispute to the BAC for arbitration, and the other party applies to the BAC for arbitration.

(b) During the exchange of the application for arbitration and the statement of defense, the existence of an arbitration agreement is asserted by one party and not denied by the other party.

(c) Document jointly or separately signed by the parties during the arbitral proceedings (including but not limited to hearing minutes) record the parties' agreement to arbitrate at the BAC.

4. Where the law applicable to an arbitration agreement has different provisions as to the form and validity of the arbitration agreement, those provisions shall prevail.

Article 12: Separability of the Arbitration Agreement

An arbitration agreement exists independently and its validity shall be determined separately. The validity of the arbitration agreement shall not be affected by whether or not the underlying contract is concluded, modified, rescinded, terminated, null and void, expired, not yet effective, revoked, etc.

Article 13: Application for Arbitration and Acceptance

1. A party applying for arbitration shall submit:

(a) an application for arbitration containing the following information:

(i) the names, basic information, addresses, telephone numbers, email addresses and details of other possible convenient means of contact of each party;

(ii) the arbitration agreement on which the application for arbitration is based or a statement of its existence;

(iii) clear and specific claim(s) for relief; and

(iv) the facts and reasons on which the claim(s) are based.

The application for arbitration shall be signed or affixed with seal by the claimant, or be signed by its representative.

(b) the claimant's identification document(s).

(c) the evidence and/or other supporting documents on which the application for arbitration is based; and

(d) preliminary materials showing the respondent's identification.

2. The claimant may also submit the following materials:

(a) opinions regarding applicable law, the seat of arbitration, the language(s) of arbitration and the constitution of the arbitral tribunal;

(b) opinions on settlement or mediation.

3. Where the arbitration agreement and/or relevant contract provides that negotiation or mediation shall be conducted before arbitration, the claimant may apply for arbitration after conducting such negotiation or mediation. Failure to negotiate or mediate shall neither prevent the claimant from applying for arbitration nor prevent the BAC from accepting the case, unless the arbitration agreement provides otherwise.

4. Upon receiving the application for arbitration:

(a) Where the application for arbitration does not comply with the requirements of Paragraph 1 of this Article, the BAC may require the party to rectify it within the appropriate time limit specified by the BAC.

(b) The BAC shall notify the parties to deposit an advance for the arbitration fees within a specified time limit in accordance with the provisions of the Beijing Arbitration Commission/Beijing International Arbitration Court Schedule of Arbitration Fees [Annex I of the Rules].

(c) If a party fails to rectify or does not deposit the required advance for the arbitration fees within the specified time limit, it shall be deemed that the application for arbitration has been withdrawn. The claimant's application for arbitration and accompanying materials will not be retained by the BAC.

5. Upon receiving the application for arbitration, the BAC shall, if it finds that the requirements for acceptance have been met, accept the application for arbitration and issue a notice of arbitration within 10 days after the date when the requirements for acceptance have been met. Within 10 days after the acceptance of the application for arbitration, the BAC shall send to the claimant the notice of arbitration, a copy of the Rules, and a list of the BAC's Panel of Arbitrators, and the BAC shall send to the respondent the notice of arbitration, a copy of the application for arbitration, together with its accompanying materials, a copy of the Rules and a list of the Panel of Arbitrators. If the claimant has justifiable grounds to apply for an extension of

time for sending the notice of arbitration and other case materials to the respondent, such time limit may be appropriately extended upon approval by the BAC.

6. The arbitral proceedings shall be deemed to commence on the date of BAC's acceptance of the application for arbitration.

Article 14: Consolidated Application under Multiple Contracts and Adding Contract(s) in Arbitration

1. A party may make a consolidated application to commence a single arbitration concerning disputes arising under multiple contracts, provided that the following conditions are both met:

(a) such contracts involve the same parties and the subject matter of the disputes under such contracts are of the same nature or are related, or the disputes under such contracts arise out of the same transaction or the same series of transactions, and

(b) the arbitration agreements in the multiple contracts are compatible.

2. If both of the circumstances set forth in Sub-paragraphs (a) and (b) of the preceding Paragraph 1 are met, a party may apply to add contract(s) during the arbitral proceedings. However, such application may be denied by the BAC or the arbitral tribunal if it is too late and delays the arbitral proceedings.

3. In the event that a party applies to commence a single arbitration under multiple contracts or applies to add contract(s) during the arbitral proceedings, the BAC or the arbitral tribunal shall decide whether or not to grant such application.

4. If any other party objects to commencing a single arbitration under multiple contracts or adding contract(s) during the arbitral proceedings, the arbitral tribunal shall decide on the objection.

Article 15: Objection to Jurisdiction

1. If a party objects to the existence, formation, validity, or scope of an arbitration agreement, or to a party's legal capacity, or to any other issues and matters relating to jurisdiction, it shall raise such objection to jurisdiction in writing before submitting the first substantive defense. A party's participation in the constitution of the arbitral tribunal, such as the selection of an arbitrator, shall not affect its right to raise an objection to jurisdiction.

2. If a party fails to raise any objection to jurisdiction pursuant to Paragraph 1 of this Article, it shall be deemed to have accepted jurisdiction, unless the party has justifiable reasons for the delay in raising the objection. The BAC or the arbitral tribunal shall decide whether there is any justifiable reason after hearing the opinions of the other parties.

3. The fact that a party has raised objection to jurisdiction does not affect the conduct of the arbitral proceedings.

4. The BAC or the arbitral tribunal may decide on an objection to jurisdiction. The arbitral tribunal may make its decision with respect to jurisdiction either during the arbitral proceedings or in the award.

Article 16: Defense

1. Within 30 days after receiving the notice of arbitration, the respondent shall submit the following materials:

(a) its statement of defense clearly stating the following information:

(i) the name, basic information, address and other possible convenient means of contact with the respondent;

(ii) its defense to the claims, and the facts and reasons on which the defense is based.

The statement of defense shall be signed or affixed with its seal by the respondent, or be signed by its representative.

(b) the evidence and/or other supporting documents on which the defense is based; and

(c) proof of the respondent's identity.

2. The respondent may also submit the following materials within the time limit stated above:

(a) opinions on the applicable law, the seat of arbitration, and the language(s) of arbitration;

(b) opinions on settlement or mediation.

3. Within 10 days after the date of receiving the statement of defense, the BAC shall send to the claimant a copy of the statement of defense, together with its related materials.

Article 17: Counterclaim and Cross-claim

1. Any counterclaim or cross-claim by a party against the other party(ies) shall be submitted within 30 days after the date of receiving the notice of arbitration. In case of a late submission, the BAC shall decide whether to accept the counterclaim or the cross-claim prior to the constitution of the arbitral tribunal; after the constitution of the arbitral tribunal, the arbitral tribunal shall make the decision. In making the decision, the BAC or the arbitral tribunal shall take into account whether it is necessary to hear the counterclaim or the cross-claim and the claim jointly, the extent of the delay in making the counterclaim or the cross-claim, whether there will be undue delay of the arbitral proceedings and any other relevant factors.

2. The provisions of Articles 13, 16 and other relevant articles of the Rules shall apply, mutatis mutandis, to the payment of fees, acceptance, defense and other matters in respect of the aforementioned arbitration claims.

Article 18: Amendment to Claim

1. A party may amend its claim(s). The application to amend shall be in writing. Prior to the constitution of the arbitral tribunal, the BAC shall decide whether to accept the application to amend. After the constitution of the arbitral tribunal, the arbitral tribunal shall make the decision.

2. Where the application to amend is unreasonably delayed and may affect the normal conduct of the arbitral proceedings, the BAC or the arbitral tribunal may decide to refuse to accept such amendment.

3. The arbitral tribunal has the authority to determine relevant matters such as the procedure and time limit of the acceptance and submission of defense based on the specific circumstances of the amendment.

Article 19: Representation

1. A party can engage representative(s) to conduct the arbitration, with no restriction on the number or identity of such representative(s).

2. Where a party engages representative(s) for the arbitration, it shall submit to the BAC a power of attorney with its signature or seal, setting out the name and identity of the representative(s), the matters entrusted, the scope of authority, telephone numbers, email addresses and other contact method.

3. During the arbitral proceedings, if there is any change in the representative's information, the party shall promptly notify the BAC or the arbitral tribunal of such change.

4. After the constitution of the arbitral tribunal, if a party newly engages a person to serve as its representative(s) who has a conflict of interests with a member of the arbitral tribunal, the BAC may, taking into account factors such as the protection of the parties' rights, the stage of the proceedings and efficiency, take necessary measures to prevent the occurrence of the aforesaid conflict of interests, including to exclude the new representative(s) from participating in the arbitral proceedings.

Chapter III: The Arbitral Tribunal

Article 20: Duties of Arbitrator

1. An arbitrator shall remain impartial and independent of the parties, and shall render independent judgments regardless of how he or she is appointed.

2. Each arbitrator shall sign a declaration, stating that he or she accepts the selection or appointment, is impartial and independent, and has availability to handle the case. The BAC shall forward the declaration to the parties.

Article 21: Number of Arbitrators and Constitution of the Arbitral Tribunal

1. The parties may agree that the arbitral tribunal shall comprise one or three arbitrators.

2. Unless the parties have agreed otherwise or the Rules provide otherwise, the arbitral tribunal shall comprise three arbitrators.

3. The parties may agree on the method of the constitution of the arbitral tribunal or the qualifications of the arbitrators. If the parties' agreement is manifestly unfair, unjust, inoperative, or if a party abuses its rights resulting in unnecessary delay of the arbitral proceedings, the BAC may, upon the application of a party, decide the method of constituting the arbitral tribunal or the members of the arbitral tribunal in accordance with the principle of fairness.

Article 22: Selection and Appointment of Arbitrator

1. The parties may select arbitrators from the Panel of Arbitrators; they may also nominate arbitrators from outside the Panel of Arbitrators. Where a party nominates an arbitrator from outside the Panel of Arbitrators, they shall submit the candidate's resume and contact details to the BAC. The resume shall contain content demonstrating that the

candidate meets the qualifications agreed upon by the parties and the mandatory provisions of applicable law. Such candidate may serve as arbitrator of the case upon confirmation by the BAC.

2. In the appointment of arbitrators, comprehensive consideration shall be given to the type of the dispute, applicable law, seat of arbitration, language of arbitration, nationalities of the parties, time required for the arbitrators to handle the case, and other factors relevant to the handling of the case.

Article 23: Constitution of a Sole-Arbitrator Tribunal

1. The parties shall jointly select or jointly entrust the BAC to appoint the sole arbitrator within 10 days after the date of receipt of the notice of arbitration by the last party. If the parties fail to jointly select or jointly entrust the BAC to appoint the sole arbitrator, the sole arbitrator shall be appointed by the BAC.

2. Upon the parties' application or consent, the BAC may provide them with a list of five candidates for the sole arbitrator from which the parties may each select and rank at least three candidates within the time limit set by the BAC. Where there is only one common candidate on both parties' lists, that candidate shall be the sole arbitrator jointly selected by the parties. Where there are two or more common candidates, the BAC shall decide on the sole arbitrator among those candidates, and such sole arbitrator shall still be deemed as being jointly selected by the parties. After agreeing to the provision of a list of candidates by the BAC, if a party fails to select the sole arbitrator in accordance with this Paragraph without a justifiable reason, it shall be deemed to have consented to the sole arbitrator selected by the other party or parties. In the event of a failure to select the sole arbitrator in accordance with this Paragraph, the sole arbitrator shall be appointed by the BAC from within or outside the list.

Article 24: Constitution of a Three-Arbitrator Tribunal

1. Within 20 days after the date of receipt of the notice of arbitration, each party shall select or entrust the BAC to appoint an

arbitrator. Where a party fails to select an arbitrator or to entrust the BAC to appoint an arbitrator within the above time limit, the arbitrator shall be appointed by the BAC.

2. Where there are two or more claimants or respondents in the case, the claimants or the respondents shall consult and jointly select or jointly entrust the BAC to appoint an arbitrator in accordance with Paragraph 1 of this Article; in case no joint selection of the arbitrator or joint entrustment to the BAC to appoint the arbitrator is made within 20 days after the date of receipt of the notice of arbitration by the last party, the arbitrator shall be appointed by the BAC.

3. Within 20 days after the date of receipt of the notice of arbitration by the last party, the parties shall jointly select the presiding arbitrator. Where the parties fail to jointly select the presiding arbitrator and Paragraph 4 of this Article does not apply, the presiding arbitrator shall be jointly selected by the arbitrators appointed in accordance with the method provided in Paragraphs 1 and 2 of this Article. The two arbitrators shall jointly select the presiding arbitrator within 15 days after the date of receipt of notice from the BAC. In case the presiding arbitrator cannot be selected in accordance with this Paragraph, the presiding arbitrator shall be appointed by the BAC.

4. Upon the parties' application or consent, the BAC may provide them with a list of five candidates for the presiding arbitrator from which the parties may each select and rank at least three candidates within the time limit set by the BAC. Where there is only one common candidate on both parties' lists, that candidate shall be deemed to have been jointly selected by both parties as the presiding arbitrator. Where there are two or more common candidates, the BAC shall decide on the presiding arbitrator among those candidates, and such presiding arbitrator shall still be deemed as being jointly selected by the parties. After agreeing to the provision of a list of candidates by the BAC, if a party fails to select the presiding arbitrator in accordance with this Paragraph without any justifiable reason, it shall be deemed to have agreed to the presiding arbitrator selected by the other party or parties. In the event of a failure to select the presiding arbitrator in accordance with this Paragraph, the presiding arbitrator shall be appointed by the

BAC from within or outside the list.

Article 25: Re-selection of Arbitrator

Where an arbitrator selected by a party or a presiding arbitrator selected by arbitrators declines to accept the selection, or is unable to participate in the arbitration due to illness or any other reasons that may prevent him or her from normally performing an arbitrator's duties, that party or those arbitrators shall select another arbitrator within 5 days after the date of receipt of the notice to re-select. In case that party or those arbitrators fail to select another arbitrator within the time limit, the arbitrator shall be appointed by the BAC.

Article 26: Disclosure by Arbitrator

Throughout the entire arbitral proceedings, an arbitrator shall continuously be mindful of any circumstances that may give rise to justifiable doubts as to the independence or impartiality. If an arbitrator becomes aware of the existence of such circumstances, the arbitrator shall promptly disclose them in writing. The BAC shall forward the written disclosure to all parties and the other arbitrators.

Article 27: Challenge of Arbitrator

1. Within 10 days after receiving a written disclosure by an arbitrator, each party shall state in writing whether it intends to challenge the arbitrator. If a party fails to challenge the arbitrator within the time limit of this Paragraph, it shall be precluded from subsequently challenging the arbitrator on the basis of the circumstances previously disclosed by the arbitrator.

2. A party has the right to challenge any arbitrator on the basis of its justifiable doubts as to the independence or impartiality of the arbitrator, or of the arbitrator's lack of the qualifications agreed upon by the parties. A party may challenge an arbitrator it has selected only on grounds which it becomes aware of after the selection has been made.

3. A challenge of an arbitrator shall be raised in writing and accompanied by the grounds of the challenge and supporting evidence within 10 days after the date of receipt of the notice of selection or appointment of the arbitrator, or within 10 days after the challenging party becomes aware of the circumstances giving rise to a challenge.

4. The BAC shall forward the application for challenge to the other party and to all members of the arbitral tribunal.

5. Where a party challenges an arbitrator and the other party agrees, or the challenged arbitrator withdraws voluntarily upon learning of the challenge, that arbitrator shall no longer participate in the case; however, neither of the foregoing circumstances shall be deemed as acceptance of the validity of the grounds for challenge.

6. Except for the circumstances set forth in Paragraph 5 of this Article, the BAC shall decide the challenge of an arbitrator. The decision of the BAC shall be final. The BAC may decide, according to the particular circumstances of the case, whether to provide reasons for the decision. The challenged arbitrator shall continue to perform his or her duties before the BAC decides on the challenge.

7. If a party's engagement of a representative, after becoming aware of the constitution of the arbitral tribunal, gives rise to the grounds upon which an arbitrator should be challenged, that party shall be deemed to have waived its right to challenge the arbitrator on those grounds; however, the right of the other party to apply to challenge the arbitrator on such grounds shall not be affected. Costs incurred due to delay to the arbitral proceedings resulting from such circumstances shall be borne by the party causing the circumstances of the challenge.

Article 28: Replacement of an Arbitrator

1. An arbitrator shall be replaced if he or she becomes de jure or de facto unable to perform his or her duties as an arbitrator, withdraws from the arbitration, is successfully challenged, or is unanimously requested by all the parties to withdraw.

2. The BAC may, on its own initiative, replace the arbitrator who becomes de jure or de facto unable to perform his or her duties as an arbitrator.

3. Before making any decision pursuant to the provisions of Paragraph 2 of this Article, the BAC shall provide the parties and all members of the arbitral tribunal with an opportunity to comment thereon in writing.

4. Where an arbitrator is replaced, a substitute arbitrator shall be selected or appointed in the same manner as the original arbitrator within a reasonable time limit set by the BAC, and the arbitral tribunal shall be reconstituted. After the reconstitution of the arbitral tribunal, a party may request the previous arbitral proceedings to be reconducted, and the arbitral tribunal shall decide whether or not it is necessary to do so. The arbitral tribunal may also, on its own initiative, decide whether and to what extent the previous arbitral proceedings shall be reconducted. If the arbitral tribunal decides to reconduct the arbitral proceedings in their entirety, the time limits provided for in Articles 58 and 72 shall be recalculated from the date of the reconstitution of the arbitral tribunal.

Article 29: Continuation of Arbitral Proceedings by Majority Arbitrators

After conclusion of the final hearing, if an arbitrator on a three-arbitrator tribunal is unable to participate in the arbitral proceedings as a result of death or other reasons, the BAC may replace that arbitrator pursuant to the provisions of Article 28 of the Rules. After considering the opinions of the parties and the remaining two arbitrators, the BAC may decide that the arbitral proceedings will continue with the remaining two arbitrators.

Chapter IV: Arbitral Proceedings

Article 30: General Provisions

1. The parties may agree on the procedure to be followed in the arbitration, provided that such agreement is not in conflict with any mandatory provision of the law applicable to the arbitral proceedings. In respect of any matters not agreed on by the parties and not expressly provided for in the Rules, the BAC or the arbitral tribunal may conduct the proceedings in such manner as it considers appropriate.

2. The arbitral tribunal shall treat the parties fairly and justly, give each party a reasonable opportunity to present and argue its case, and adopt procedures appropriate to the specific circumstances of the case to avoid undue delay or expense.

3. Upon its constitution, the arbitral tribunal may, based on the actual circumstances of the case, determine the timetable for the arbitration as soon as practicable, and shall take into account the views of the parties regarding such timetable for the arbitration. After inviting the parties to comment, the arbitral tribunal may extend or shorten any time limit, whether prescribed by the Rules or agreed by the parties.

4. An oral hearing shall be held, unless the parties have agreed otherwise or the arbitral tribunal determines that a hearing is unnecessary after soliciting the comments of the parties.

5. Unless otherwise agreed by the parties or required by mandatory provisions of applicable law, in addition to exercising its powers according to the provisions of the Rules, the arbitral tribunal shall have the following powers:

(a) According to the needs of the proceedings, the arbitral tribunal may adopt measures for the conduct of the proceedings, including without limitation holding pre-hearing case management conference(s), establishing a timetable for the arbitration, issuing procedural orders, issuing lists of questions, formulating terms of

reference, requiring the parties to exchange evidence prior to the hearing, instructing the parties to jointly identify the key issues in dispute, and requiring the parties to disclose relevant documents. The presiding arbitrator may, upon authorization by the arbitral tribunal, take any of the above measures. The arbitral tribunal shall have the authority to decide whether to require or permit the parties to provide further written submissions beyond the application for arbitration and the statement of defense, and to set time limits for such submissions.

(b) Where a party makes an application and the arbitral tribunal considers it necessary, or there is no such application but the arbitral tribunal considers it necessary according to the circumstances of the case, the arbitral tribunal may require the parties to submit evidence that is of assistance to determining the facts, or the arbitral tribunal may undertake factual investigations and collect evidence on its own initiative. When the arbitral tribunal considers it necessary to require the parties to be present when it undertakes investigations or collects evidence, it shall notify the parties in a timely manner. Failure by a party to appear at the place of investigation or collection after having been notified shall not affect the arbitral tribunal's conduct of investigations or collection of evidence.

(c) Where a party makes an application and the arbitral tribunal considers it necessary, or there is no such application but the arbitral tribunal considers it necessary according to the circumstances of the case, the arbitral tribunal may decide to conduct concurrent proceedings for two or more arbitrations involving the same or related subject matters and with the same constitution of the arbitral tribunals, and may determine the specific procedures of concurrent conduct of arbitrations.

(d) To assist the parties to settle the dispute through mediation, settlement, or other means in order to facilitate the amicable resolution of the dispute.

6. Where a party fails to comply with a decision of the arbitral tribunal without a justifiable reason, the arbitral tribunal may issue a final peremptory order with respect to the same matter and specify a

time limit. Where a party fails to comply with the peremptory order, the arbitral tribunal shall have the authority to rule that such party may not rely on any material that is required to be submitted under the peremptory order, draw adverse inferences against that party and render an award based on the available materials, and may also make an award apportioning any additional costs incurred.

Article 31: Seat of Arbitration

1. Where the parties have agreed on the seat of arbitration, the parties' agreement shall prevail. Where the parties have not agreed on the seat of arbitration, the seat of arbitration for the cases administered by the BAC shall be Beijing, and the seat of arbitration for the cases administered by the Hong Kong Center of the Beijing International Arbitration Court shall be Hong Kong. Where the parties have dispute regarding the seat of arbitration, the BAC or the arbitral tribunal shall have the authority to make a decision on the basis of the specific circumstance of the case.

2. The award shall be deemed to have been rendered at the seat of the arbitration.

3. The determination of the seat of arbitration does not affect the conduct of arbitration activities, such as oral hearings, deliberations, etc. at an appropriate location other than the seat that the parties have agreed on or the arbitral tribunal considers appropriate.

Article 32: Language of Arbitration

1. All written communications and oral hearings shall be conducted in the language of the arbitration. The parties may agree on the language of the arbitration. Absent the parties' agreement, the arbitral tribunal shall determine the language of the arbitration according to the circumstances of the case; before the constitution of the arbitral tribunal, the BAC may provisionally determine the language of the arbitration according to the language of the arbitration agreement and other specific circumstances of the case.

2. Where a party submits arbitration documents in a language other than the language of arbitration, the BAC or the arbitral tribunal may require that party to provide translations in the language of arbitration.

3. Where the parties have agreed to use two or more languages, the BAC or the arbitral tribunal may determine to use one of those languages after obtaining the parties' consent. If the parties are unable to reach an agreement, the arbitral proceedings may be conducted in multiple languages, in which case the additional costs incurred as a result shall be borne by the parties.

4. Where the parties or their representatives or witnesses need translation, translation service may be provided by the BAC or by the parties themselves. The parties shall bear the costs of translation.

Article 33: Applicable Law

1. The arbitral tribunal shall render an award on the dispute in accordance with the applicable law chosen by the parties.

2. In the absence of a choice of applicable law by the parties, the arbitral tribunal has the authority to determine the applicable law according to the circumstances of the case.

3. Unless the parties have agreed otherwise, the applicable law or rules chosen by the parties or determined by the arbitral tribunal shall not include the rules of conflict of laws.

4. By agreement of the parties, or by consent of all parties during the arbitral proceedings, the arbitral tribunal may render its award ex aequo et bono, provided that it does not violate mandatory provisions of the applicable law or the social and public interest.

5. Under all circumstances, the arbitral tribunal shall render its award in accordance with the valid contract terms and take into account relevant trade usages.

Article 34: Preservation Measures

1. In the event that enforcement of the award is likely to become difficult or if other harm is likely to be caused to a party as a result of the conduct of the other party(ies) or other reasons, the party may apply to a court of competent jurisdiction for an order to preserve assets of the other party(ies), or to require that the party(ies) take or refrain from taking certain actions.

2. Under conditions where evidence may be lost or later become difficult to obtain, a party may apply to a court of competent jurisdiction for evidence preservation.

3. Where a party applies for preservation under the provision of Paragraph 1 or 2 of this Article, the BAC shall forward the application in accordance with the relevant legal provisions to the court of competent jurisdiction identified by the party, with the court to decide whether to take the preservation measures or not.

4. In urgent circumstances where a party's lawful rights and interests would suffer irreparable harm or evidence might be lost or subsequently become difficult to obtain if no preservation measure is applied for immediately, a party may file the above application for preservation measures before submitting its application for arbitration.

Article 35: Interim Measures

1. Unless the parties have agreed otherwise, upon the application of a party, the arbitral tribunal may grant interim measures against another party in accordance with relevant laws before rendering the award, including but not limited to:

(a) maintaining or restoring the status quo pending determination of the dispute;

(b) taking action to prevent, or refrain from taking action causing current or imminent harm or impeding the arbitral proceedings;

(c) preserving assets for purposes of enforcing an award;

(d) preserving material evidence that may be relevant to the resolution of the dispute.

2. An order for interim measures may take the form of a decision by the arbitral tribunal, an interim award or other form recognized by relevant laws.

3. The party requesting an interim measure under the provision of Paragraph 1 of this Article shall satisfy the arbitral tribunal that:

(a) Unless such interim measure is ordered, the resulting harm may not be capable of being fully compensated through other means and such harm substantially outweighs the harm that may be caused to the party against whom the measure is directed if the measure is granted;

(b) There is a reasonable probability that the party requesting the interim measure will succeed on the merits of its claim. However, the determination of such probability shall not affect the arbitral tribunal's discretion to decide the case.

4. With regard to a request for an interim measure under the provision of Sub-paragraph (d) of Paragraph 1 of this Article, the requirements in the provision of Sub-paragraphs (a) and (b) of Paragraph 3 of this Article shall apply only to the extent the arbitral tribunal considers appropriate.

5. The arbitral tribunal may, upon the application of a party, modify, suspend, or terminate an interim measure it has ordered. Under special circumstances and upon the prior notice to the parties, the arbitral tribunal may also, on its own initiative, modify, suspend, or terminate an interim measure it has granted.

6. The arbitral tribunal may require the party requesting an interim measure to provide appropriate security in connection with the measure.

7. The arbitral tribunal may require any party to promptly disclose any material change in the circumstances on the basis of which the interim measure was requested or granted.

8. In case the arbitral tribunal later determines, upon any other party's application, that under the circumstances then prevailing the interim measure should not have been granted, it may, during the proceedings, make an award requiring the party requesting the interim measure to provide compensation for any costs and damages caused by such measure to another party.

Article 36: Emergency Arbitrator

1. Before the constitution of the arbitral tribunal, any party that wishes to apply for interim measures may submit a written application to the BAC for the appointment of an emergency arbitrator in accordance with relevant laws. The BAC has the authority to decide whether to grant such application.

2. The written application for appointment of an emergency arbitrator shall include the following:

(a) basic information of the parties;

(b) effective method of service on the party against whom the interim measure is sought;

(c) reasons for applying for the appointment of an emergency arbitrator and interim measures;

(d) the specific contents of the requested interim measures;

(e) the arbitration agreement or a statement that the arbitration agreement exists;

(f) opinions on the applicable law, the seat of arbitration and the language of arbitration of the emergency arbitrator proceedings; and

(g) any other necessary matters.

3. Where the BAC agrees to appoint an emergency arbitrator, the parties shall make advance payment of corresponding costs in accordance with the Schedule set out in Annex II, Schedule of Fees for Appointing Emergency Arbitrators and Applying for Interim Measures,

to the Rules. The BAC shall appoint an emergency arbitrator from the Panel of Arbitrators within two days after the date of receipt of the advance payment, and shall notify the parties of such appointment.

4. During the entire emergency arbitrator proceedings, the emergency arbitrator shall remain mindful of the circumstances that are likely to lead any party to have justifiable doubts about his or her independence or impartiality. If, at any time, the arbitrator becomes aware of such circumstances, the arbitrator shall timely disclose them in writing. Any challenge to the emergency arbitrator shall be submitted within two days after the BAC notifies the parties of the appointment of the emergency arbitrator and of any disclosure made by the emergency arbitrator, or within two days after the party submitting the challenge becomes aware of the grounds for the challenge. The BAC shall make a final decision on any challenge to an emergency arbitrator within two days after the date of receipt of the challenge. Where the challenge is accepted or in the event of any other circumstance requiring the replacement of the emergency arbitrator, the BAC shall reappoint an emergency arbitrator within one day after the date of making such decision. The disclosure and challenge procedures shall apply equally to the reappointed emergency arbitrator.

5. Unless the parties have agreed otherwise, Articles 31 and 32 shall apply, mutatis mutandis, to the determination of the seat of arbitration and language in the emergency arbitrator proceedings.

6. The emergency arbitrator may establish a procedural timetable for the emergency arbitrator proceedings within two business days after accepting the appointment. An emergency arbitrator shall have the authority to review the application for interim measures in such manner as he or she deems appropriate, including by conducting a hearing by means of videoconference or other electronic communication, or by conducting the arbitration on the basis of written submissions in lieu of oral hearings, provided that all parties are given a reasonable opportunity to present their cases.

7. The emergency arbitrator shall issue a decision or award and state the reasons within 15 days after his or her appointment. Such

decision or award shall be sent to the parties after being signed by the emergency arbitrator and affixed with the seal of the BAC. The BAC shall have the authority to extend the time limit at the request of the emergency arbitrator.

8. An emergency arbitrator shall have the authority to decide on the objection to his or her jurisdiction and to grant any interim measures he or she considers necessary, including granting such measures before a hearing is held or written submissions are filed by the parties.

9. An emergency arbitrator may add such conditions as he or she deems appropriate in a decision or award, including requiring the provision of appropriate security.

10. Where a party objects to a decision or award made by the emergency arbitrator, the party may apply to the emergency arbitrator for modification, suspension or termination of such decision or award and provide reasons within three days after the date of receipt of such decision or award. The emergency arbitrator shall decide whether to grant such application. The emergency arbitrator may also modify, suspend or terminate such decision or award ex officio. The authority of the emergency arbitrator shall remain in effect until the constitution of the arbitral tribunal. The arbitral tribunal may modify, suspend or terminate the corresponding decision or award rendered by the emergency arbitrator.

11. Unless the parties have agreed otherwise, the emergency arbitrator shall not subsequently act as an arbitrator in the case relating to the application for interim measures.

Article 37: Evidence

1. Each party shall bear the burden of proving its claim. Unless otherwise required by mandatory provisions of applicable law, the arbitral tribunal may further allocate the burden of proof in accordance with the circumstances of the case.

2. The arbitral tribunal may require the parties to submit evidence

within a specified time limit and the parties shall submit such evidence within the required time limit. The arbitral tribunal may reject any evidence submitted after the specified time limit, unless the parties agree otherwise or the arbitral tribunal considers it necessary to accept the evidence.

3. Where a party fails to submit evidence within the specified time limit, or if the evidence produced fails to prove its claim, the party having the burden of proof shall bear the resulting adverse consequences.

4. A party shall number and paginate the evidence it submits and shall attach a list of the evidence, which shall state briefly the name of each evidentiary material, the object of proof, etc., and shall be signed or sealed and shall state the date of submission.

5. The arbitral tribunal may, at the request of a party or on its own initiative, require another party to produce documents or evidence that may be relevant to the case and influence its outcome.

6. The parties may agree upon the manner in which evidence is to be examined, or the examination of evidence may be conducted in such manner as the arbitral tribunal considers appropriate.

7. Where a party does not raise any objection to the authenticity of a duplicate, photograph, copy, or extract submitted by the other party, it may be deemed to be identical to the original document or object.

8. The arbitral tribunal has the authority to determine the admissibility, relevance, materiality, and weight of the evidence submitted by the parties.

Article 38: Oral Hearing

1. Where an arbitration is to be conducted by way of oral hearing, the arbitral tribunal shall notify the parties of the date of the first hearing at least 30 days in advance. A notification of the date of any subsequent hearing or of the date of a postponed hearing shall not be

subject to this time limit. A party may, no less than 12 days in advance of the hearing, request a postponement of the hearing, provided that there are justifiable grounds for the postponement. The arbitral tribunal shall, in its discretion, decide whether to postpone the hearing. If the arbitral tribunal does not give notice of a postponement of the hearing, the hearing shall proceed as scheduled.

2. Unless the parties have agreed otherwise, in-person hearings shall be held at the BAC's premises. The arbitral tribunal may also decide to conduct the hearing at a location which it considers appropriate.

3. The arbitral tribunal shall have the authority to determine, in accordance with the circumstances of the case, the specific mode of oral hearing, including but not limited to an in-person hearing or an online hearing, and an inquisitorial or an adversarial hearing.

4. The arbitral tribunal may make written minutes of the hearing. The written minutes shall be confirmed by signature or seal of the parties and other participants, or confirmed by other means as determined by the arbitral tribunal. The arbitral tribunal may make an audio or video record of the hearing for its own reference.

5. Upon the joint application of all parties, or upon an application by one party with the consent of the BAC, the BAC may engage stenographer(s) to record the hearing. The costs of stenography shall be borne by the parties.

Article 39: Witness of Fact

1. Where a party arranges for any witness of fact to testify, it shall specify in advance the identity of the witness of fact and the objects of proof and other details in writing, together with copies of his or her identification documents and witness statement.

2. Any party may request a witness of fact to testify at a hearing. The arbitral tribunal shall decide whether to grant such request. The arbitral tribunal may also decide whether to request a witness of fact to testify at a hearing according to the circumstances of the case.

3. The parties may examine the witness(es) of fact testifying at the hearing under the direction of the arbitral tribunal. The arbitral tribunal may also put questions to the witness(es) of fact.

4. Where a witness of fact fails to attend the hearing without justifiable reasons, his or her testimony shall not serve as the sole basis for ascertaining facts.

Article 40: Expert Witness

1. Where a party intends to designate any expert witness to testify on professional or technical issues arising in the proceedings, it shall specify in advance the identity of the expert witness, the subject matter of the testimony and other details in writing, together with copies of the expert witness's relevant qualification documents.

2. The expert witness shall submit a written expert opinion. The content of the expert opinion shall include:

(a) the expert's name, address, relationship with any party, and an introduction of his or her professional background;

(b) the facts understood, documents read, and other sources of information the expert considered in issuing the expert opinion;

(c) the opinions and conclusions of the expert, including the methodology and basis for forming and reaching the conclusions;

(d) the date of issuance of the expert's opinion and the signature of the expert.

The expert opinion shall be forwarded to the parties for comment.

3. The arbitral tribunal may, as it considers appropriate, decide to convene a meeting of the expert witnesses and issue a procedural order regarding the arrangements for such matters as the submission, exchange, and review of expert opinions, and giving testimony.

4. Unless decided otherwise by the arbitral tribunal, an expert witness shall attend the hearing and submit to examination by the

parties and the arbitral tribunal.

Article 41: Expert Appointed by the Arbitral Tribunal

1. When the arbitral tribunal deems it necessary, it may appoint one or more experts to provide expert opinions on professional or technical issues arising in the course of adjudicating the case.

2. Before the arbitral tribunal appoints expert(s), it shall solicit the comments of the parties regarding the necessity of appointment, qualification, number of expert(s), the specific issues to be addressed in expert opinions, etc.

3. The expert appointed by the arbitral tribunal shall, before accepting the appointment, submit a statement of his or her independence and a description of his or her qualifications, and disclose the above information to the parties for comment within a designated time limit.

4. The expert appointed by the arbitral tribunal may require the parties to provide any documents or materials necessary for issuing the expert opinions. The arbitral tribunal may order the parties to provide necessary assistance to the expert.

5. The expert opinions shall be forwarded to the parties for comment. The arbitral tribunal may arrange for the expert to attend the hearing and submit to examination by the parties and the arbitral tribunal as needed.

6. Article 42 of the Rules shall apply, mutatis mutandis, to matters not provided for in this Article.

Article 42: Appraisal

1. Where a party applies for an appraisal and the arbitral tribunal consents, or where the arbitral tribunal considers an appraisal necessary despite the absence of the parties' application, the arbitral tribunal may notify the parties to jointly select an appraiser within

a time limit set by the arbitral tribunal, or the arbitral tribunal may appoint the appraiser.

2. The arbitral tribunal shall have the authority to require the parties, and the parties also have the duty to provide or produce to the appraiser the relevant documents, data, property or any other goods required for the appraisal. Any disagreement between a party and the appraiser as to whether documents, data, property or any other goods required for the appraisal are relevant to the case shall be decided by the arbitral tribunal.

3. The appraiser shall provide a written appraisal opinion. The appraisal opinion shall be forwarded to the parties for comment.

4. The arbitral tribunal may notify the appraiser to attend the hearing and submit to examination by the parties and the arbitral tribunal as needed.

5. The time taken to conduct an appraisal shall not be included in the calculation of the time limits provided for in Articles 58 and 72 of the Rules

6. Procedures for audit, evaluation, testing, etc. shall be handled in accordance with Paragraphs 1 to 5 of this Article, mutatis mutandis.

Article 43: Default

1. Where a party submitting arbitration claims, having been duly notified in writing, fails to appear at the hearing without justifiable reasons, or withdraws from an ongoing hearing without the permission of the arbitral tribunal, the arbitral tribunal may deem that such party has withdrawn its arbitration claims. If the other party(ies) have submitted arbitration claims, it shall not affect the arbitral tribunal's conduct of proceedings in respect of the claims of other party(ies) in the absence of the defaulting party.

2. Where the party against whom the arbitration claims are filed, having been duly notified in writing, fails to appear at the hearing without justifiable reasons, or withdraws from an ongoing hearing

without the permission of the arbitral tribunal, the arbitral tribunal may conduct proceedings in the absence of that party.

Article 44: Presentation of Arguments

The parties have the right to present oral arguments during the proceedings. Depending on the circumstances of the proceedings, the arbitral tribunal may also require the parties to submit written arguments within a specified time limit.

Article 45: Closing Statements

Before the conclusion of hearing the case, the arbitral tribunal shall solicit closing statements from the parties. Closing statements of the parties may be presented either orally during the hearing or in writing within a time limit set by the arbitral tribunal.

Article 46: Mediation by the Arbitral Tribunal

1. The arbitral tribunal may, at the request of the parties or with the consent of the parties, conduct mediation in such manner as it considers appropriate.

2. Where the mediation proceedings are terminated due to the failure to reach a settlement, if all parties request the replacement of arbitrator(s) on the grounds that the outcome of the award may be affected by the mediation, the BAC may approve such request. The resulting additional costs shall be borne by all the parties.

3. Where the mediation leads to a settlement, the parties may withdraw their arbitration claims, or request the arbitral tribunal either to issue a mediation statement or to render an award in accordance with the terms of the settlement agreement. Where the parties have reached a mediated settlement on part of the disputed matters, the arbitral tribunal may, upon the application of all the parties or with the consent of all the parties, issue a mediation statement regarding the settled matters. The issuance of the mediation statement shall not

prevent the arbitral tribunal from hearing the other disputed matters and rendering an award.

4. The mediation statement shall clearly set forth the claims and the results of the agreement reached by the parties. It shall be signed by the arbitrator(s), be affixed with the seal of the BAC, and served on all the parties. The mediation statement shall come into legal effect upon the acknowledgement of receipt by all the parties.

5. The arbitral tribunal shall correct such clerical or typographical errors, errors in computation or errors of similar nature pertaining to the identity of the parties, the dispositive section, etc. in the mediation statement that affect the realization of a party's claims or interest in enforcement. The parties have the right to request corrections within 30 days after acknowledging receipt of the mediation statement. Corrections shall form part of the mediation statement and take effect immediately after being served on the parties.

6. Where mediation is unsuccessful, the parties may not rely on any statements, opinions, views or proposals made by another party or by the arbitral tribunal in the course of mediation as the basis for any claim, defense or counterclaim in any subsequent arbitral, judicial or other proceedings.

7. Any time limit set by the arbitral tribunal with the consent of the parties for settlement or mediation shall not be included in the calculation of the time limits provided for in Articles 58 and 72 of the Rules.

Article 47: Independent Mediation

1. During the arbitral proceedings, the parties may reach settlement by themselves or may apply to the Mediation Center of the BAC (the "Mediation Center") for mediation by the mediators of the Mediation Center in accordance with the Mediation Rules of the Mediation Center of the BAC.

2. Where a settlement agreement is concluded through mediation, the parties may apply for arbitration in accordance with the Med-

Arb Expedited Procedure Rules of the BAC, with either a mediation statement or an award to be rendered by the arbitral tribunal. Any additional costs incurred shall be borne by the parties.

Article 48: Tribunal Secretary

1. The arbitral tribunal may, with the consent of all the parties and after consultation with the BAC, appoint a tribunal secretary.

2. The tribunal secretary shall maintain impartiality and independence at all times during the performance of his or her functions and duties and shall perform its disclosure obligations according to the provision of Article 26 of the Rules, mutatis mutandis.

3. Under no circumstance shall the tribunal secretary assume any decision-making functions. The tribunal secretary's work shall be carried out under the guidance of the arbitral tribunal.

4. Where a party has an objection to the appointment or the work of a tribunal secretary, such objection shall be raised within 7 days after the date of the arbitral tribunal's issuance of the notice of appointment of the tribunal secretary or within 7 days after the date that the party becomes aware of the grounds for objection. The arbitral tribunal shall decide whether to dismiss and replace the tribunal secretary. If the tribunal secretary is a staff member of the BAC, the arbitral tribunal shall consult the BAC before making its decision.

Article 49: Joinder of Additional Parties

1. The BAC shall have the authority to join a party if one of the following conditions is fulfilled:

(a) The additional party is prima facie bound by the arbitration agreement; or

(b) Claimant(s), respondent(s) and the additional party or parties, all agree to joinder of the party.

When deciding whether or not to join a party, the BAC shall consider whether the joinder would unjustly prejudice the procedural rights of any other party, cause undue procedural delay, and whether there exist other circumstances making joinder inappropriate.

2. An application to join, or to be joined as, a party shall be submitted as early as possible. An application for joinder shall contain the case reference number, the information of the parties, the information of the party to be joined, the arbitration agreement, the claims, and the facts and grounds.

3. Where a party is joined prior to the constitution of the arbitral tribunal, if a sole-arbitrator tribunal is to be constituted, the arbitral tribunal shall be constituted in accordance with Article 23 of the Rules. The time limit for selecting an arbitrator shall start to run from the date of service of the decision approving the application for joinder. If a three-arbitrator tribunal is to be constituted, the joined party may, together with the claimant(s) or the respondent(s) as one side, jointly select an arbitrator. The time limit for selecting an arbitrator shall start to run from the date of service of the decision approving the application for joinder. In the event of failure to jointly select an arbitrator, all members of the arbitral tribunal shall be appointed by the BAC.

4. Where a party is joined after the constitution of the arbitral tribunal, and such party has either applied for joinder or agreed to be joined, it shall be deemed to have waived its right to select an arbitrator and to have accepted the constitution of the arbitral tribunal. The constitution of the arbitral tribunal shall remain the same. In all other cases, the BAC shall solicit the opinions of the additional party regarding the arbitral proceedings that have been conducted, including the constitution of the arbitral tribunal. If the additional party requests to select, or entrusts the BAC to appoint the arbitrator, the provision set forth in Paragraph 3 of this Article shall apply, mutatis mutandis, to the constitution of the sole-arbitrator tribunal or the three-arbitrator tribunal.

5. The provisions of Articles 13, 16 and other relevant articles of the Rules shall apply, mutatis mutandis, to the payment of fees, acceptance, defense and other matters in respect of arbitration claims

in an application for the joinder of an additional party.

Article 50: Substitution of Party

1. Where, in the course of the arbitral proceedings, a legal person or other organization is deregistered, or a natural person dies, or rights and obligations of a party are transferred, or other similar circumstances occur, upon the request of a party and in light of the circumstances of the case, the BAC or the arbitral tribunal shall have the authority to decide, whether to substitute the successor to the rights and obligations as a party to the proceedings.

2. A decision by the BAC or the arbitral tribunal to substitute a party shall not affect the arbitral proceedings that have already been conducted. After the substitution of party, the arbitral proceedings shall continue.

Article 51: Consolidation of Arbitrations

1. A party may submit a written application to consolidate multiple arbitrations under the Rules into a single arbitration if any of the following conditions is met. Whether to consolidate shall be determined by the BAC after considering all relevant circumstances. Unless otherwise agreed by the parties or otherwise decided by the BAC, the arbitrations shall be consolidated into the arbitration that has commenced first:

(a) the parties have agreed to the consolidation;

(b) all the claims in the arbitrations are made under the same arbitration agreement, and the constitution of the arbitral tribunal is the same or the arbitral tribunal is yet to be constituted; or

(c) the arbitration agreements are compatible, the arbitral tribunals are identical or have not yet been constituted, and the subject matters are of the same nature or are related, or the disputes arise out of the same transaction or the same series of transactions.

2. The written application for consolidation submitted by a party shall include the following:

(a) the information of the cases requested to be consolidated;

(b) the arbitration agreement(s) on which each of the arbitrations to be consolidated is based, or other written documents reflecting the parties' consent to consolidation;

(c) the general nature of the claims and the amount involved in each case;

(d) a statement of the facts and grounds supporting the request for consolidation;

(e) comments on the constitution of the arbitral tribunal after consolidation.

3. Following consolidation, prior to the constitution of the arbitral tribunal, the BAC shall make decisions regarding the conduct of the arbitral proceedings. After the constitution of the arbitral tribunal, the arbitral tribunal shall make decisions regarding the conduct of the proceedings.

4. Unless otherwise agreed by the parties or otherwise decided by the BAC, the designations of the parties in the consolidated case shall be determined with reference to the arbitration that commenced first. Any party not included in the first commenced arbitration shall be referred to as a party to the consolidated case.

5. After consolidation of arbitration cases, if a sole-arbitrator tribunal is to be constituted, the arbitral tribunal shall be constituted in accordance with Article 23 of the Rules. The time limit for selecting an arbitrator shall start to run from the date of service of the decision approving the application for consolidation. If a three-arbitrator tribunal is to be constituted, the parties to the consolidated arbitration shall be grouped into the claimant side and the respondent side to respectively select arbitrator(s). The time limit for selecting arbitrator(s) shall start to run from the date of service of the decision approving the consolidation. In the event of failure to jointly select an arbitrator, all members of the

arbitral tribunal shall be appointed by the BAC.

6. Following consolidation, the arbitration fees already collected for each individual case shall be converted into the arbitration fees of the consolidated case.

Article 52: Coordinated Proceedings

1. Where common questions of law or fact arise out of or in connection with multiple arbitrations, and one of the requirements in the provision of Paragraph 1 of Article 51 of the Rules is met, any party to an arbitration may apply to the arbitral tribunal or the BAC for the arbitrations to be coordinated, in order that the arbitrations shall be conducted concurrently or sequentially, the arbitrations shall be heard together and procedural aspects shall be aligned, or any of the arbitrations shall be suspended pending adjudication of other arbitrations.

2. The arbitral tribunal or the BAC shall make a decision after consulting with all parties while complying with the obligations of confidentiality under Article 6 of the Rules.

3. Unless the parties have agreed otherwise, any coordinated arbitrations shall remain separate proceedings, and the arbitral tribunal shall issue separate decisions or awards in each arbitration.

Article 53: Early Dismissal

1. A party may apply to the arbitral tribunal for early dismissal on the grounds that the claim is manifestly without legal basis, or is manifestly outside the jurisdiction of the arbitral tribunal.

2. An application for early dismissal shall be submitted in writing prior to defense on merits, and shall set out in detail the facts, legal basis, and specific grounds. An application for early dismissal by the parties shall not prevent the arbitral tribunal from continuing to conduct the arbitration.

3. Upon the receipt of the application for early dismissal, the arbitral tribunal shall solicit the opinions of all parties, and has the authority to decide whether or not to accept the application. Prior to making the decision on acceptance, the arbitral tribunal may require the applying party to provide justifiable grounds and to demonstrate that the early dismissal procedure will expedite the overall arbitral proceedings, so as to prevent the abuse of early dismissal to delay the arbitral proceedings. Where the arbitral tribunal decides to accept the application for early dismissal, it shall hear all parties' opinions and render a decision or award and provide reasons within 60 days after the date of accepting the application. Where an extension is required under special circumstances, the presiding arbitrator may request approval from the BAC for a reasonable extension.

4. Where the application for early dismissal is granted in whole or in part, it shall not prevent the arbitral tribunal from continuing the hearing of other claims.

Article 54: Suspension and Resumption of Arbitral Proceedings

1. Where the parties jointly request, or if one party requests and the other party(ies) do not object, the arbitral proceedings may be suspended. The arbitral proceedings may be resumed if any party so requests or the BAC or the arbitral tribunal deems it necessary.

2. The arbitral proceedings may be suspended in accordance with the provisions of applicable law or where exceptional circumstances so require. The arbitral proceedings shall be resumed once such circumstances cease to exist or where resumption is required by the provisions of applicable law.

3. The suspension and resumption of the arbitral proceedings shall be decided by the BAC prior to the constitution of the arbitral tribunal. After the constitution of the arbitral tribunal, the arbitral tribunal shall make the decision. Any period of suspension shall not be included in the calculation of the time limits provided for in Articles 58 and 72 of the Rules.

Article 55: Interim Award

If there are issues in dispute affecting the progress of the arbitral proceedings or require clarification prior to the final award, following the request of a party and approval of the arbitral tribunal, or when the arbitral tribunal deems it necessary, the arbitral tribunal may render an interim award on procedural or substantive issues. The performance or failure of performance of an interim award shall neither affect the continued conduct of the arbitral proceedings nor prevent the arbitral tribunal from rendering a final award.

Article 56: Third-Party Funding

1. Where a party has a third-party funding arrangement, it shall submit a written notice fully disclosing the following:

(a) the existence of the third-party funding agreement;

(b) the identity and contact details of the third-party funder;

(c) where arbitrator(s) have been selected or appointed, whether any conflict of interests exists between the arbitrators and the third-party funder.

2. The notice referred to in the provision of Paragraph 1 of this Article shall be submitted simultaneously with the submission of the claimant's application for arbitration, the written application for appointment of an emergency arbitrator or the respondent's statement of defense. If the third-party funding agreement is entered into after the submission of the application for arbitration or the statement of defense, the notice shall be submitted within 7 days after execution of the agreement.

3. In the event of any change in the information referred to in the provision of Paragraph 1 of this Article after the disclosure, including the termination of the third-party funding arrangement, the party shall disclose such change in writing within 7 days after the change occurs.

4. After the constitution of the arbitral tribunal, a party shall

not enter into a third-party funding agreement that may give rise to conflict of interests with an arbitrator. Otherwise, the BAC or the arbitral tribunal may, where necessary, take appropriate measures, including but not limited to requiring that party to withdraw from the third-party funding agreement within a specified time limit. If a party fails to comply with such order, the arbitral tribunal may take actions as it deems appropriate, including making an adverse determination with respect to the apportionment of arbitration costs.

5. When determining the apportionment of arbitration costs and other expenses, the arbitral tribunal may take into account of the existence of the third-party funding and whether the funded party complied with the requirements set forth in Paragraphs 1 to 4 of this Article.

Chapter V: Decisions and Awards

Article 57: Decisions on Procedural Matters

1. The arbitral tribunal has the authority to make decisions on procedural matters in the course of the case's proceedings.

2. Any decision of an arbitral tribunal comprising three arbitrators shall be made by a majority of the arbitrators. If the arbitral tribunal fails to reach a majority decision, the decision shall be made in accordance with the presiding arbitrator's opinion.

3. The presiding arbitrator may also, with the consent of the parties or with the authorization of the arbitral tribunal, make decisions on procedural matters.

Article 58: Time Limit for Rendering the Award

The arbitral tribunal shall render the award within 6 months after its constitution. Where there are special circumstances justifying an extension, the BAC may approve an extension of an appropriate time limit at the request of the presiding arbitrator.

Article 59: Scrutiny of Draft Award

The arbitral tribunal shall submit its draft award to the BAC for scrutiny. The BAC may draw the arbitral tribunal's attention to relevant issues on condition that the arbitral tribunal's independence in rendering the award is not affected.

Article 60: Rendering the Award

1. The award of an arbitral tribunal comprising three arbitrators shall be made unanimously or by a majority of the arbitrators. The dissenting opinion may be included in the written record. If the arbitral tribunal fails to reach a majority decision, the award shall be made in accordance with the opinion of the presiding arbitrator.

2. The award shall clearly state the arbitration claims, the facts in dispute, the reasons upon which the award is based, the result of the award, as well as the arbitration agreement, the seat of the arbitration, the language of arbitration, the applicable law, the apportionment of arbitration fees and the date of the award. The facts of the dispute and the reasons upon which the award is based need not be stated in the award if the parties so agree, or if the award is made in accordance with the terms of a settlement agreement between the parties.

3. The award shall be signed by the arbitrator(s). An arbitrator who holds a dissenting opinion may either sign the award or decide not to sign it. An arbitrator who decides not to sign the award shall issue a dissenting opinion in writing, which shall be served by the BAC to the parties together with the award. The dissenting opinion shall not form part of the award.

4. Following signature by the arbitrator(s), the award shall be affixed with the seal of the BAC.

Article 61: Partial Award

1. Where a party so requests and the arbitral tribunal approves, or where the arbitral tribunal considers it necessary, the arbitral tribunal may render a partial award disposing of a portion of a party's claims before rendering the final award.

2. A partial award is final and shall be legally binding from the date it is rendered, and shall form part of the final award. The parties shall carry out the partial award. If any party fails to do so, the party(ies) may apply to a court of competent jurisdiction for enforcement.

Article 62: Effect of the Award

1. An award shall be legally effective and final and binding on the parties from the date on which it is rendered.

2. The award may be served on the parties by electronic means.

An award served electronically shall have the same legal effect as a hard copy. The BAC shall provide the hard copy of the award if a party so requests. In case of any discrepancy between the electronic and hard copy versions, the electronic version shall prevail.

Article 63: Apportionment of Costs

1. The arbitral tribunal may determine in its award how the arbitration costs and other actual expenses incurred shall be borne by the parties, including but not limited to appraisal fees, expert fees, valuation fees, and audit fees. Where the arbitral proceedings are terminated pursuant to the provision of Paragraph 2 of Article 66, the BAC or the arbitral tribunal shall have the authority to determine, in light of the stage of the proceedings, the work performed by the arbitral tribunal and other relevant circumstances, whether the advance on arbitration costs and other actual expenses incurred shall be refunded and the amount of the refund. The arbitral tribunal also has authority to render an award with respect to the arbitration costs and other actual expenses actually incurred for the current stage of the arbitral proceedings.

2. Unless the parties have agreed otherwise, the arbitral tribunal shall apportion the arbitration costs between the parties having taken into account the specific circumstances of the case. If the parties reach a settlement either independently or as a result of mediation by the arbitral tribunal, the parties may agree upon the allocation of costs.

3. Where a breach of the provisions of the Rules by a party causes delay of the arbitral proceedings, the arbitral tribunal has the authority to take it into account when apportioning arbitration costs. Where other costs are incurred or increased due to such delay in the arbitral proceedings, the party causing the delay shall also bear the corresponding costs.

4. The arbitral tribunal has the authority, according to the request of a party, to order in the award that the unsuccessful party compensates the prevailing party for the reasonable costs and expenses

incurred in the arbitration, including but not limited to attorney's fees, the costs of preservation measures, travel and accommodation expenses, notarial fees, etc. When determining the aforementioned costs, the arbitral tribunal should take into consideration the parties' agreement on costs, the outcome of the case, the complexity of the case, the actual workload of the parties or their representatives, the amount in dispute, and other relevant factors.

Article 64: Correction of the Award

1. The arbitral tribunal shall correct any clerical or typographical errors or any errors in computation in the award pertaining to the identity of the parties or the dispositive portion of the award that affects the realization of a party's claims or interest in enforcement, or where the tribunal's reasoning portion addresses an issue submitted for arbitration but that issue was omitted from the dispositive portion.

2. Within 30 days after the date of receipt of the award, a party may submit a written request to the arbitral tribunal for correction of the award. The arbitral tribunal may also correct the award on its own initiative within a reasonable time.

3. Any correction made by the arbitral tribunal shall form part of the original award.

Article 65: Additional Award

1. Where the award has omitted any of the claims submitted by the parties for arbitration, the arbitral tribunal shall render an additional award thereon.

2. Within 30 days after the date of receipt of the award, a party may submit a written request to the arbitral tribunal for an additional award. The arbitral tribunal may require the other party or parties to submit comments in reply on such request within a reasonable time limit. The arbitral tribunal may also supplement the award on its own initiative within a reasonable time.

3. An additional award rendered by the arbitral tribunal shall form part of the original award.

Article 66: Termination of Arbitral Proceedings

1. The arbitral proceedings shall be terminated upon the rendering of the final award, acknowledgment of receipt of the mediation statement, or the rendering of a decision or award in accordance with the provision of Paragraph 2 of this Article.

2. The arbitral tribunal shall issue a decision or award to terminate the arbitral proceedings under any of the following circumstances:

(a) The claims have been withdrawn in their entirety;

(b) The claims are deemed withdrawn due to failure to pay the arbitration fees, default, or other reasons;

(c) All parties agree to the termination of the proceedings;

(d) The arbitral proceedings no longer need to continue or cannot continue for lack of jurisdiction or any other reasons.

After the oral hearing, under the circumstance listed in Sub-paragraph (a) of this Paragraph, and if the other party objects to the withdrawal and demonstrates a justifiable interest in obtaining a final resolution of the dispute, the arbitral tribunal may, having regard to the specific circumstances of the case, either continue the proceedings to a final resolution of the dispute or, while permitting a party to withdraw all claims, issue an award regarding the apportionment of direct costs, such as attorney's fees, incurred by the other party as a result of the proceedings.

3. The BAC may decide to terminate the arbitral proceedings in accordance with the provision of Paragraph 2 of this Article prior to the constitution of the arbitral tribunal.

4. The decision or award terminating the arbitral proceedings shall be effective from the date on which it is rendered.

Article 67: Carrying out the Award

1. After an award has been made, the parties shall carry out the award in accordance with the time limit for performance specified in the award. Where no time limit for performance is specified, the parties shall carry out the award immediately. If any party fails to carry out the award, the other party may apply to a court of competent jurisdiction for enforcement.

2. If the enforcing court notifies the arbitral tribunal in writing that the award cannot be enforced due to lack of clarity of its contents, the arbitral tribunal shall provide a clarification. The arbitral tribunal's clarification does not form part of the award.

Chapter VI: Expedited Procedure

Article 68: Application of Expedited Procedure

1. The Expedited Procedure shall apply where the parties have agreed to apply the Expedited Procedure.

2. Where the parties have not made a special agreement, the Expedited Procedure shall apply if the amount in dispute does not exceed RMB 5,000,000. Where the amount in dispute exceeds RMB 5,000,000, the Expedited Procedure may also apply with the written consent of all parties.

Article 69: Constitution of the Arbitral Tribunal

Unless otherwise agreed upon by the parties or otherwise provided by the Rules, the arbitral tribunal shall be constituted in accordance with the provision of Article 23 of the Rules for arbitrations conducted under the Expedited Procedure.

Article 70: Defense, Counterclaim and Cross-claim

The time limit for submitting counterclaims, cross-claims, and statement of defense shall each be 20 days under the Expedited Procedure, and shall be handled, mutatis mutandis, in accordance with Articles 16 and 17 of the Rules.

Article 71: Conduct of the Arbitral Proceedings

1. The arbitral tribunal may conduct the case in the manner it considers appropriate. After soliciting the opinions of the parties, if none of them applies for an oral hearing, the arbitral tribunal may decide not to conduct an oral hearing.

2. Where an arbitration is to be conducted by way of oral hearing, the arbitral tribunal shall notify the parties of the date of the first hearing at least 10 days in advance. A notification of the date

of subsequent hearings or of the date of a postponed hearing is not subject to this time limit. If a party has a justifiable reason to request postponement of the hearing, it should make a written request within 5 days prior to the hearing. The arbitral tribunal shall decide whether or not to postpone the hearing. If the arbitral tribunal does not give notice of a postponement of the hearing, the hearing shall proceed as scheduled.

3. If the arbitral tribunal decides to hold an oral hearing, there shall be one hearing only. If truly necessary, the arbitral tribunal may decide to hold an additional hearing.

Article 72: Time Limit for Rendering the Award

The arbitral tribunal shall render the award within 90 days after the date of its constitution. If there are special circumstances justifying an extension, the BAC may approve an appropriate extension of time at the request of the sole arbitrator.

Article 73: Change of Procedure

1. During the pendency of the arbitral proceedings, upon the joint application of all parties or application of one party with the consent of the other party(ies), the Expedited Procedure may be changed to the ordinary procedure, or the ordinary procedure changed to the Expedited Procedure.

2. Due to the submission or amendment of arbitration claims, upon the application of one party and after soliciting the opinions of the other party(ies), the BAC may decide to change the Expedited Procedure to the ordinary procedure, or change the Expedited Procedure to ordinary procedure.

3. Where the Expedited Procedure is changed to the ordinary procedure after the constitution of the arbitral tribunal, the parties shall, within 10 days after the date of receipt of the notice of the change of procedure, respectively select or respectively entrust the BAC to appoint one arbitrator in accordance with the Rules. The sole

arbitrator originally appointed shall serve as the presiding arbitrator.

4. Where the ordinary procedure is changed to the Expedited Procedure after the constitution of the arbitral tribunal, the presiding arbitrator originally appointed shall serve as the sole arbitrator. The parties shall bear the corresponding fees of the arbitrators who withdraw as a result of such change.

5. The new arbitral tribunal shall decide whether and to what extent the arbitral proceedings already conducted prior to the constitution of the new arbitral tribunal shall be repeated. Where the new arbitral tribunal decides to repeat the arbitral proceedings in their entirety, the time limits provided for in Articles 58 and 72 of the Rules shall be recalculated from the date on which the new arbitral tribunal is constituted.

6. From the date of the change of procedure, the arbitral proceedings shall be conducted in accordance with the procedure applicable following the change of procedure.

Article 74: Application of other Provisions of the Rules

Other relevant provisions of the Rules shall apply, mutatis mutandis, to matters not provided for in this Chapter.

Chapter VII: Supplementary Provisions

Article 75: Advance Payment

1. The BAC has the authority to collect the arbitration fees and other reasonable expenses actually incurred in accordance with Annex I, the Beijing Arbitration Commission/Beijing International Arbitration Court Schedule of Arbitration Fees. The parties shall make advance payment within the time limit specified by the BAC.

2. Where the arbitrator's fees are calculated on the basis of hourly rates, the BAC may, based on the progress of the proceedings, require the parties to pay an advance of the arbitrator's fees in an appropriate amount. If none of the parties pays the required advance within the time limit specified by the BAC, the arbitral tribunal may decide to suspend hearing the corresponding claims or suspend the arbitral proceedings, and may set a time limit for payment; if the parties have still failed to make payment by the expiry of such time limit, the arbitral tribunal has the authority to decide that the corresponding claims are deemed to have been withdrawn or to terminate the entire arbitral proceedings. The aforesaid circumstances shall be without prejudice to the right of the parties to submit the same claims in another proceeding.

3. The parties shall agree upon their respective proportions of the advance on the additional arbitration fees arising from the change from the Expedited Procedure to the ordinary procedure. Where the parties fail to agree, such proportions shall be determined by the BAC. Where the parties fail to make advance payment as required by the BAC, the procedure shall not be changed. The parties shall agree upon their respective proportions of the advance on the additional arbitration costs resulting from an increase in the number of arbitrators from one to three. Where the parties fail to agree, such proportions shall be determined by the BAC. Where the parties fail to make an advance payment on the resulting additional costs in accordance with

the requirements of the BAC, the number of arbitrators shall not be increased.

4. The increased compensation for a foreign arbitrator with the consent of the parties shall be borne by the party that selected such arbitrator, and shall be paid in advance within the time limit prescribed by the BAC. If the party fails to pay the advance, it shall be deemed not to have selected the arbitrator. The BAC shall then appoint an arbitrator in accordance with the Rules.

5. The parties shall pay an advance on the costs of the expert or the appraiser appointed by the arbitral tribunal in the proportion agreed upon by the parties or decided by the arbitral tribunal. If the parties fail to pay the advance, the arbitral tribunal has the authority to decide not to conduct the procedures under Article 41 or 42 of the Rules.

6. Where a party selects an arbitrator who resides outside the place of the oral hearing, that party shall bear the necessary travel expenses incurred by that arbitrator for hearing the case within the period prescribed by the BAC. If that party fails to pay the advance, it shall be deemed not to have selected that arbitrator, and the BAC shall appoint an arbitrator in accordance with the Rules.

7. Where the parties agree to hold an oral hearing at a place other than the premises of the BAC, they shall bear resulting additional costs and make advance payment within the time limit prescribed by the BAC. If the parties fail to pay the advance, the hearing shall be held at the BAC's premises.

8. The parties shall consult and agree upon their respective proportions of the advance on the additional arbitration fees arising from the consolidation of arbitrations or joinder of additional parties. Where the parties fail to agree, such proportion shall be determined by the BAC. Where the parties fail to pay an advance on the arbitration costs as required by the BAC, no consolidation of arbitrations or joinder of additional parties shall be granted.

9. Additional costs incurred as a result of conducting the arbitral proceedings in multiple languages shall be borne by the parties. The

parties may consult and agree upon their respective proportions of the advance on the additional arbitration fees. Where the parties fail to reach agreement through consultation, such proportions shall be determined by the BAC. Where the parties fail to pay the advance as required by the BAC, the BAC or the arbitral tribunal may decide to conduct the proceedings in one of the languages only.

10. Where the BAC provides ad hoc arbitration services to the parties in accordance with Paragraph 5 of Article 3 of the Rules, taking into account the claims of the parties and the specific circumstances of the case, the BAC shall determine the relevant arbitration fees in consultation with the parties and notify the parties to make payment within a prescribed time limit. Where the parties fail to pay the advance as required by the BAC, the BAC may suspend the provision of ad hoc arbitration services in whole or in part, and may deem the relevant claims to have been withdrawn.

Article 76: Effect of Electronic Signature and Seal

An electronic signature and seal shall have the same effect as a handwritten signature or an affixed seal.

Article 77: Information Security

1. After commencement of the arbitral proceedings, the parties may consult and agree on measures concerning the sharing, storage, or handling of information relating to the arbitration.

2. The arbitral tribunal may, after soliciting the opinions of the parties, make a decision or interim award to protect the security of information relating to the arbitration that is shared, stored, or handled, provided that no mandatory provisions of applicable law are violated.

3. If a party fails to comply with the information security measures agreed upon by the parties or specified by the arbitral tribunal, the arbitral tribunal shall have the authority, upon the application of another party, to render an award on the payment of costs or other measures.

Article 78: Immunity from Civil Liability

1. Unless otherwise provided by applicable law, arbitrators and emergency arbitrators shall not bear civil liability for their conduct in the course of the arbitration, such as implementing procedural arrangements and issuing awards, including negligence, acts, and omissions.

2. Unless otherwise provided by applicable law, the BAC and its staff shall not bear civil liability for their conduct in connection with the arbitration, including negligence, acts, and omissions.

Article 79: Interpretation of the Rules

1. The Rules shall be interpreted by the BAC.

2. The headings of the provisions in the Rules shall not be used to interpret provisions contained thereunder.

3. Each of the Chinese, English and other language versions of the Rules published by the BAC is an official version. In case of ambiguity arising from expressions in different versions, the expression in the Chinese version shall prevail.

Article 80: Implementation of the Rules

The Rules shall take effect on 1 January 2026. The arbitration rules in force at the time of acceptance of the case shall continue to apply to cases accepted before the effective date of the Rules. The Rules may be applied if the parties consult and agree, and the BAC approves.

Annex I:

Beijing Arbitration Commission/Beijing International Arbitration Court Schedule of Arbitration Fees

The applicable arbitration fees of the BAC are set out in the following Schedule:

Amount in Dispute (in RMB)	Fees of Arbitrator(s) (in RMB)	Administrative fees (in RMB)
Up to (and including) 250,000	12,000	5,000
From 250,000 to (and including) 500,000	12,000 + 2.00% of the sum over 250,000	5,000 + 1.20% of the sum over 250,000
From 500,000 to (and including) 1,000,000	17,000 + 1.20% of the sum over 500,000	8,000 + 0.75% of the sum over 500,000
From 1,000,000 to (and including) 3,000,000	23,000 + 0.41% of the sum over 1,000,000	11,750 + 0.30% of the sum over 1,000,000
From 3,000,000 to (and including) 5,000,000	31,200 + 0.40% of the sum over 3,000,000	17,750 + 0.28% of the sum over 3,000,000
From 5,000,000 to (and including) 10,000,000	55,000 + 0.50% of the sum over 5,000,000	23,500 + 0.45% of the sum over 5,000,000
From 10,000,000 to (and including) 20,000,000	80,000 + 0.40% of the sum over 10,000,000	46,000 + 0.35% of the sum over 10,000,000
From 20,000,000 to (and including) 40,000,000	120,000 + 0.35% of the sum over 20,000,000	81,000 + 0.30% of the sum over 20,000,000

Amount in Dispute (in RMB)	Fees of Arbitrator(s) (in RMB)	Administrative fees (in RMB)
From 40,000,000 to (and including) 100,000,000	190,000 + 0.31% of the sum over 40,000,000	141,000 + 0.25% of the sum over 40,000,000
From 100,000,000 to (and including) 200,000,000	376,000 + 0.28% of the sum over 100,000,000	291,000 + 0.20% of the sum over 100,000,000
From 200,000,000 to (and including) 500,000,000	656,000 + 0.26% of the sum over 200,000,000	491,000 + 0.19% of the sum over 200,000,000
From 500,000,000 to (and including) 1,000,000,000	1,436,000 + 0.24% of the sum over 500,000,000	1,061,000 + 0.18% of the sum over 500,000,000
Over 1,000,000,000	2,636,000 + 0.20% of the sum over 1,000,000,000	1,961,000 + 0.17% of the sum over 1,000,000,000

Where the amount in dispute is over (and including) RMB 3,964,000,000, the administrative fee shall be capped at RMB 7,000,000. Where the amount in dispute is over (and including) RMB 8,682,000,000, the fees of arbitrator(s) shall be capped at RMB 18,000,000.

1. The amount of money claimed by the party(ies) shall be deemed the amount in dispute. If there is a difference between the amount claimed and the actual amount in dispute, the actual amount in dispute shall prevail.

2. Where the amount in dispute is not specified, the amount in dispute or the arbitration fees shall be determined by the BAC.

3. When the amount in dispute does not exceed RMB 5,000,000, if the parties agree to apply the ordinary procedure or to form a tribunal composed of three arbitrators, the arbitrators' fees and the administrative fees shall be ascertained in accordance with the minimum standard of arbitration fees under the ordinary procedure. When the amount in dispute exceeds RMB 5,000,000, if the parties agree to apply the Expedited Procedure or to form a tribunal composed of one arbitrator, the arbitrator's fees shall be assessed at 60% of the

arbitrators' fees chargeable under the ordinary procedure, but not less than RMB 39,200, and the administrative fees shall be assessed at 100% of the administrative fees chargeable under the ordinary procedure.

4. The BAC may, having taken into account the specific circumstances of the case, assess a surcharge as a specified certain proportion of the arbitrator's fees and administrative fees calculated as per the Schedule. Such circumstances include, but are not limited to, cases where there are two or more claimants or respondents, the arbitration involves multiple contracts, the parties agree on two or more languages as the languages of the arbitration, and any other special circumstances.

5. In addition to the fees of arbitrator(s) and administrative fees charged under this Schedule, the BAC may collect other additional, reasonable expenditures incurred in accordance with relevant provisions of the Rules.

6. Where the parties so agree, the arbitrator's fees may be calculated on the basis of hourly rates.

(1) The hourly rate for an arbitrator selected by a party is the rate agreed upon by that arbitrator and the selecting party.

(2) The hourly rate of a sole arbitrator or the presiding arbitrator shall be discussed and agreed upon by that arbitrator and all parties.

(3) Where the hourly rate cannot be agreed upon by the parties through consultation within the time limit they have agreed to or specified in the notice of the BAC, the hourly rate of the arbitrator may be determined by the BAC.

(4) Regardless of how the hourly rate is determined, the arbitrator's hourly rate shall, in principle, not exceed RMB 5,000.

(5) Where the arbitrator's fees are calculated on the basis of hourly rates, the BAC may, taking into account the status of the arbitral proceedings, require the parties to pay an advance in an appropriate amount.

(6) The parties shall be jointly and severally liable for payment of the arbitrator's fees, no matter which party selects that arbitrator.

7. Where special circumstances exist and a party is unable to pay the arbitration costs in advance within the specified time limit, such party may apply for a deferral of payment, and the BAC shall decide whether to approve the application or not. Where a party fails to pay the arbitration costs in advance, and fails to either apply for a deferral of payment or to pay the full amount of the arbitration costs within the deferred period approved by the BAC, its application for arbitration shall be deemed to have been withdrawn.

Annex II:

Schedule of Fees for Appointing Emergency Arbitrators and Applying for Interim Measures

Where a party applies to the BAC for the appointment of an emergency arbitrator to handle an application for interim measures in accordance with Article 36 of the Rules, the fees shall be assessed according to the following standards.

1. The administrative fee shall be RMB 10,000 and is nonrefundable. In the event of replacement of the emergency arbitrator, an additional administrative fee of RMB 2,000 shall be charged for each instance of replacement.

2. The minimum emergency arbitrator's fees are RMB 20,000. Where a party applies for multiple interim measures, applies to change interim measures, or applies to modify a decision on interim measures, etc., the BAC may charge extra emergency arbitrator's fees according to the specific circumstances.

3. The parties may agree that the emergency arbitrator's fees be calculated on the basis of an hourly rate which is to be agreed upon by them and the emergency arbitrator, which in principle shall not exceed RMB 5,000. In the event the parties agree that the emergency arbitrator's fees be calculated on the basis of hourly rates, the BAC may require the parties to make advance payment of the emergency arbitrator's fees in an appropriate amount.

4. In addition to the above fees, the BAC may, according to the specific circumstances of the case, charge for other extra reasonable expenses incurred.



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