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

DOMESTIC 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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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 Domestic Arbitration Rules. The award shall be final and binding upon all the parties.

Domestic Arbitration Rules

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

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Domestic Arbitration Rules

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Chapter I: General Provisions

Article 1: The Arbitral Institution

1. The Beijing Arbitration Commission/Beijing International Arbitration Court (the "BAC" or "BIAC") 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 2: Structure and Duties

1. The Chairperson of the BAC (the "Chairperson") shall perform the duties vested in the Chairperson under the BAC Domestic Arbitration Rules (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, which are the branches of the BAC. 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.

Article 3: Application of the Rules

1. The Rules shall apply to domestic cases.

2. Where the parties have otherwise agreed on the rules applicable to the arbitration or certain procedural matters, their agreement shall prevail, unless such agreement is inoperative or in conflict with the mandatory law of the seat of arbitration. Where the parties have agreed on the application of other arbitration rules, the BAC shall perform the administrative functions and duties accordingly.

3. Where the parties have agreed to apply the Rules without specifying the name of the arbitral institution, they shall be deemed to have agreed to submit their disputes to the BAC for arbitration.

4. In respect of any matters not expressly provided for in the Rules, the BAC or the arbitral tribunal may conduct the proceedings in such manner as it considers appropriate, to ensure the efficient and fair resolution of disputes between the parties.

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 International Arbitration Rules of the BAC shall apply. Where a dispute falls within the scope of application of the Special Rules, the

Rules or the International Arbitration Rules of the BAC 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 4: 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 5: Confidentiality

The parties and their representatives, witnesses, 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 to any information concerning the merits or the procedure of the case, except as required by law.

Article 6: Service

1. Arbitration Documents shall be served primarily via the BAC Online Arbitration Platform, e-mail, 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 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 7: 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 not be deemed untimely.

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 Secretary-General of the BAC having taken into account the specific circumstances of the case.

Article 8: 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: Arbitration Agreement and Jurisdiction

Article 9: 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, e-mails, 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(s) 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.

Article 10: 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 11: 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 the first hearing. Where the case is conducted on the basis of written submissions, any objection to jurisdiction shall be raised before the expiry of the time limit for the submission of the first 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 the BAC's jurisdiction.

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

Article 12: Decision on Jurisdiction

1. The BAC or the arbitral tribunal may decide on an objection to jurisdiction.

2. The arbitral tribunal may make its decision with respect to jurisdiction either during the arbitral proceedings or in the award.

Chapter III: Application for Arbitration, Defense and Counterclaim

Article 13: Application for Arbitration

1. A party applying for arbitration shall submit:

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

(i) the names, ID numbers, domiciles, telephone numbers, email addresses and any other possible convenient means of contact of the claimant and the respondent; where a party concerned is a legal person or other organization, the name, position, telephone numbers, email address and any other possible convenient means of contact of the legal representative or the person in charge;

(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 claims 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 shall deposit an advance for the arbitrator's fees and the administrative fees (together, the "arbitration fees") in accordance with the provisions of the Beijing Arbitration Commission/ Beijing International Arbitration Court Schedule of Arbitration Fees [Annex of the Rules]. Where the amount in dispute is not specified in

the application for arbitration, the BAC shall determine the amount in dispute or the amount of the arbitration fees that shall be paid in advance.

3. If a party 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.

Article 14: Consolidated Arbitration 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 apply 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: Acceptance

1. 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 within 10 days after the date when the party deposits an advance for the arbitration fees.

2. Where the application for arbitration does not comply with the requirements of Paragraph 1 of Article 13 of the Rules, the party shall rectify it within the time limit specified by the BAC. If the party fails to rectify within the specified time, it shall be deemed that the application for arbitration has been withdrawn. The application for arbitration and accompanying materials will not be retained by the BAC.

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

4. 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.

Article 16: Notice of Arbitration

1. Within 10 days after the acceptance of the application for arbitration, the BAC shall send to the claimant the notice of acceptance, 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 for submission of defense, 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.

2. If the claimant has reasonable grounds to apply for an extension of time for sending the notice for submission of defense and other case materials to the respondent, such time limit may be appropriately extended upon approval by the Secretary-General.

Article 17: Defense

1. Within 15 days of receiving the notice for submission of defense, the respondent shall submit the following materials:

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

(i) the name, ID numbers, domicile, telephone numbers, email address and any other possible convenient means of contact of the respondent; where a party concerned is a legal person or other organization, the name, position, telephone numbers, email address and any other possible convenient means of contact of the legal representative or the person in charge;

(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. 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.

3. The failure by the respondent to submit its statement of defense shall not affect the conduct of arbitral proceedings.

Article 18: Counterclaim

1. The respondent shall file its counterclaim, if any, by submitting a written application for counterclaim within 30 days after the date of receiving the notice for submission of defense. In case of a late submission, the BAC shall decide whether to accept the counterclaim prior to the constitution of the arbitral tribunal; after the constitution of

the arbitral tribunal, the arbitral tribunal shall make the decision.

2. When determining whether to accept a counterclaim submitted after the time limit, the BAC or the arbitral tribunal shall take into account whether it is necessary to hear the counterclaim and the claim jointly, the extent of the delay in making the counterclaim, whether there will be undue delay of the arbitral proceedings and any other relevant factors.

3. The provisions of Articles 13 and 15 of the Rules shall apply, mutatis mutandis, to the submission and acceptance of the counterclaim.

4. Within 10 days of accepting the counterclaim, the BAC shall send to the claimant a notice for submission of its defense to counterclaim, and the application for counterclaim together with its accompanying materials.

5. The claimant shall submit its statement of defense to the counterclaim in accordance with Article 17 of the Rules.

6. The provisions of the Rules concerning the application for arbitration shall apply, mutatis mutandis, to matters concerning the counterclaim not provided for in the Rules.

Article 19: Amendment to Claim or Counterclaim

1. A party may amend its claim(s) or counterclaim(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 20: 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. 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. The provisions of Articles 13, 15 to 17 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 among the claimant(s), respondent(s), and the additional party(ies).

4. Where there is a joinder, the arbitral tribunal shall be constituted in accordance with Article 31 of the Rules.

Article 21: 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 a 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 22: Claims among Multiple Parties

1. Where there are two or more claimants or respondents in a single arbitration, or any additional party is joined to the arbitration, any party may raise arbitration claims against any other party. Prior to the constitution of the arbitral tribunal, the BAC shall decide whether to accept such claims. After the constitution of the arbitral tribunal, the arbitral tribunal shall make the decision.

2. The provisions of Article 13, 15 to 17 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 23: Submission 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 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 24: 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 party(ies) to take or to 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 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 interest 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 25: 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 IV: The Arbitral Tribunal

Article 26: 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 27: Panel of Arbitrators

1. The BAC has issued a Panel of Arbitrators. The parties may select arbitrators from the Panel of Arbitrators; they may also nominate from outside the Panel of Arbitrators.

2. The Panel of Arbitrators in effect at the time of the commencement of the arbitral proceedings shall apply.

3. Where a party nominates an arbitrator from outside the Panel of Arbitrators, they shall submit the candidate's resume and contact details, as well as other information that the BAC deems necessary to the BAC. Such candidate may serve as arbitrator of the case upon confirmation by the BAC.

Article 28: 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 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 Chairperson 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 29: Constitution of a Sole-Arbitrator Tribunal

1. The parties shall jointly select or jointly entrust the Chairperson 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 Chairperson to appoint the sole arbitrator, the sole arbitrator shall be appointed by the Chairperson.

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 Chairperson 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 Chairperson from within or outside the list.

Article 30: Constitution of a Three-Arbitrator Tribunal

1. Within 15 days after the date of receipt of the notice of arbitration, each party shall select or entrust the Chairperson to appoint an arbitrator. Where a party fails to select an arbitrator or entrust the Chairperson to appoint an arbitrator within the above time limit, the arbitrator shall be appointed by the Chairperson.

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 Chairperson to appoint an arbitrator in accordance with Paragraph 1 of this Article; in case no joint selection of arbitrator or joint entrustment to the Chairperson to appoint the arbitrator is made within 15 days after the date of receipt of the notice of arbitration by the last party, the arbitrator shall be appointed by the Chairperson.

3. Within 15 days after the date of receipt of the notice of arbitration by the last party, the parties shall jointly select the presiding arbitrator. 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 the parties as the presiding arbitrator. Where there are two or more common candidates, the Chairperson 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 the provisions of this Paragraph without a 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 Chairperson from within or outside the list.

4. Where the parties fail to jointly select the presiding arbitrator, the Chairperson may decide, in accordance with the specific circumstances of the case, that 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 Chairperson.

Article 31: Constitution of the Arbitral Tribunal in case of Joinder

1. 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 29 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 Chairperson.

2. 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 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 Chairperson to appoint the arbitrator, the provision set forth in Paragraph 1 of this Article shall apply, mutatis mutandis, to the constitution of the sole-arbitrator tribunal or the three-arbitrator tribunal.

Article 32: 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 functions and duties, that party or those arbitrators shall select another arbitrator within 5 days after the date of receipt of 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 Chairperson.

Article 33: Advance Payment of Travel Expenses of the Arbitrator

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. If that party fails to pay the advance within the period prescribed by the BAC, it shall be deemed not to have selected that arbitrator, and the Chairperson shall appoint an arbitrator in accordance with the Rules.

Article 34: Notice of Constitution of the Arbitral Tribunal

Within 5 days of the constitution of the arbitral tribunal, the BAC shall send to the parties the notice of constitution of the arbitral tribunal.

Article 35: 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 36: 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. 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 to 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 Chairperson shall decide the challenge of an arbitrator. The decision of the Chairperson shall be final. The Chairperson 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 Chairperson 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 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 37: 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 Chairperson may, on its own initiative, replace an 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 Chairperson 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 64 and 77 shall be recalculated from the date of the reconstitution of the arbitral tribunal.

Chapter V: Conduct of the Arbitral Proceedings

Article 38: Mode of Proceedings

1. An arbitral tribunal shall conduct an arbitration by way of oral hearing. The mode of oral hearing includes an in-person hearing and an online hearing.

2. Online hearing means a hearing conducted by videoconference or other communication technology, whether in whole or in part.

3. The arbitral tribunal shall have the authority to determine, in accordance with the specific circumstances of the case, the mode of oral hearing.

4. Where the parties agree that the case shall not be heard by means of oral hearing, or the arbitral tribunal determines that an oral hearing is unnecessary and obtains the parties' consent, the case may be conducted on the basis of documents only according to the parties' written submissions. If a party amends its claim(s) or counterclaim(s) after the oral hearing, the arbitral tribunal may decide whether the amended arbitration claim(s) or counterclaim(s) will be heard on the basis of written submissions according to the specific circumstances of the case.

5. Regardless of what mode of proceeding is adopted, the arbitral tribunal shall treat the parties fairly and justly and give each party a reasonable opportunity to present and argue its case.

6. The arbitral tribunal may deliberate at any location and time and in any manner it considers appropriate.

Article 39: Place of Oral Hearing

1. In-person hearings shall be held at the BAC's premises. Where the parties have otherwise agreed, the parties' agreement shall prevail.

2. 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, which include but are not limited to the travel expenses of the arbitrator(s) and case manager(s), hearing facility fees and other related costs. The parties shall pay an advance on the above costs in proportion agreed by the parties or decided by the arbitral tribunal within the time limit set by the BAC. If the parties fail to pay the advance, the hearing shall be held at the BAC's premises.

Article 40: Concurrent Conduct of Arbitrations

1. Where the arbitral tribunal considers it necessary and obtains the parties' consent, the arbitral tribunal may conduct concurrent proceedings for two or more arbitrations if both of the following conditions are fulfilled:

(a) The subject matters of the disputes are of the same nature or are related.

(b) The constitution of the arbitral tribunals is the same.

2. The arbitral tribunal may determine the specific procedures of concurrent conduct of arbitrations in light of the circumstances.

Article 41: 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 application 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 29 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 Chairperson.

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

Article 42: Notice of 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 hearing at least 10 days in advance of the hearing; having consulted with the parties and obtained the parties' consent, the arbitral tribunal may convene the hearing prior to the scheduled date. 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.

2. A notification of the date of additional hearings or of the date of a postponed hearing shall not be subject to the time limit of 10 days.

Article 43: Default

1. Where the claimant, having been duly notified in writing, fails to appear at the hearing without a justifiable reason, or withdraws from an ongoing hearing without the permission of the arbitral tribunal, the claimant may be deemed to have withdrawn its arbitration claim(s). If the respondent has submitted counterclaim(s), it shall not affect the arbitral tribunal's conduct of proceedings in respect of the counterclaim(s) of the respondent in the absence of the defaulting party.

2. Where the respondent, having been duly notified in writing, fails to appear at the hearing without a justifiable reason, or withdraws from an ongoing hearing without the permission of the arbitral tribunal, the arbitral tribunal may proceed with the hearing in the absence of the respondent. If the respondent has submitted counterclaim(s), the respondent may be deemed to have withdrawn its counterclaim(s).

Article 44: Submission of Evidence

1. Each party shall bear the burden of proving its claim.

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. 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.

Article 45: 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 a justifiable reason, his or her testimony shall not serve as the sole basis for ascertaining facts.

Article 46: 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 considered in issuing the expert opinion;

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

(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 arrangement 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 47: Investigations and Collection of Evidence by the Arbitral Tribunal

1. 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.

2. The facts investigated by the arbitral tribunal on its own initiative shall be notified to the parties for comment. The evidence collected by the arbitral tribunal on its own initiative shall be forwarded to the parties for examination and comment.

Article 48: 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 parties shall pay an advance on the costs of the appraisal 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 proceed with the related procedures of appraisal.

3. 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.

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

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

6. The time taken to conduct an appraisal shall not be included in the calculation of the time limits provided for in Articles 64 and 77 of the Rules.

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

Article 49: Experts 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 opinion, etc.

3. The expert 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 parties shall pay an advance on the costs of the expert(s) in the proportion agreed by the parties or decided by the arbitral tribunal. If the parties fail to pay the advance, the arbitral tribunal may decide not to appoint expert(s).

5. An 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.

6. 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.

7. Article 48 of the Rules shall apply, mutatis mutandis, to matters not provided for in this Article.

Article 50: Measures for Conduct of Proceedings

According to the needs of the proceedings, the arbitral tribunal may adopt measures for conduct of the proceedings, including without limitation establishing a procedural timetable for the arbitration, issuing lists of questions, issuing procedural orders, holding pre-hearing conference(s), formulating terms of reference, etc. The presiding arbitrator may, upon authorization by the arbitral tribunal, take any of the above measures.

Article 51: Examination of Evidence

1. The arbitral tribunal may, if it considers necessary for the conduct of the proceedings, make arrangements for the parties to verify whether the copies of evidence are consistent with the originals. The arbitral tribunal may delegate the task of organizing such verification to the secretary. If any party fails to participate in the verification of the originals as notified or as required by the arbitral tribunal, it shall be deemed that the party acknowledges the copies of

evidence submitted by the opposing party to be consistent with the originals.

2. Where an arbitration is to be conducted by way of oral hearing, the evidence exchanged before the hearing shall be presented at the hearing for examination by the parties. The evidence already acknowledged by the parties in the written examination comments or during the pre-hearing procedure may, upon explanation by the arbitral tribunal at the hearing, be directly admitted as the basis for ascertaining facts without being presented.

3. In respect of the evidence submitted by the parties during or after the hearing, if the arbitral tribunal decides to accept it but not to conduct any subsequent hearing, the arbitral tribunal may require the parties to submit written examination comments on the evidence within a specified time limit.

Article 52: Assessment of Evidence

1. Evidence shall be assessed by the arbitral tribunal. The admissibility of an appraisal opinion, expert opinion, etc., shall be decided by the arbitral tribunal.

2. In the assessment of evidence, in addition to applying the relevant laws and administrative regulations and taking reference from judicial interpretations, the arbitral tribunal may make a determination based on the overall circumstances of the case, in light of factors such as industry practices, course of dealing, etc.

Article 53: 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 54: 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 55: Record of Hearing

1. The arbitral tribunal shall make written minutes of the hearing, except for the process of mediation.

2. The arbitral tribunal may make an audio or video record of the hearing for its own reference.

3. Where the parties and other participants to the arbitration consider there is an omission or error in the written minutes of their statements, they may apply for correction. Such application shall be kept in the record if the arbitral tribunal denies the request for correction.

4. The written minutes shall be confirmed by signature or seal of the arbitrator(s), the recorder, the parties, and other participants in the arbitration. For an online hearing, or where the parties so agree, the written minutes shall be confirmed in a manner determined by the arbitral tribunal.

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 one or more stenographers to record the hearing. The costs of stenography shall be borne by the parties.

Article 56: Withdrawal and Dismissal

1. The claimant may withdraw its claim(s) after having applied for arbitration. Where the respondent has submitted its counterclaim(s), the arbitral tribunal may proceed with its examination of the counterclaim(s) and render an arbitral award thereon. The respondent may withdraw its counterclaim(s). Where the respondent withdraws its counterclaim(s), the arbitral tribunal may proceed with its examination of the claim(s) and render an arbitral award thereon.

2. A case may be dismissed if the claim(s) and counterclaim(s) have been withdrawn in their entirety. Prior to the constitution of the arbitral tribunal, the decision of dismissal shall be made by the BAC. Where the arbitral tribunal has been constituted, the decision of dismissal shall be made by the arbitral tribunal. Where reconstitution of the arbitral tribunal is necessary due to the replacement of arbitrator(s), and the dismissal is necessary prior to the reconstitution of the arbitral tribunal, the decision of dismissal shall be made by the BAC.

3. Apart from the above circumstances, where the arbitral proceedings become unnecessary or impossible to continue for lack of jurisdiction or any other reasons, the BAC or the arbitral tribunal may make a decision to dismiss the case or render an award to reject the arbitration claim(s).

4. In the event of dismissal, the BAC may, after having taken into account the specific circumstances of the case, make a decision on whether the advance on arbitration costs and other expenses shall be refunded and the amount of the refund.

Article 57: 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 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.

3. 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 acknowledgement of receipt by all the parties.

4. 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.

5. 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.

6. 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 64 and 77 of the Rules.

Article 58: 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 59: 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 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 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 64 and 77 of the Rules.

Article 60: Continuation of the Arbitral Proceedings by Majority Arbitrators

After conclusion of the last 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 Chairperson may replace that arbitrator pursuant to Article 37 of the Rules. After considering the views of the parties and the remaining two arbitrators, the BAC may decide that the arbitral proceedings will continue with the remaining two arbitrators.

Article 61: 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 62: 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 any 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 exist between the arbitrator(s) 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 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 an order, the arbitral tribunal may take actions as it deems appropriate, including making an adverse determination with respect to relevant arbitration costs.

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

Chapter VI: Decisions and Awards

Article 63: 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 opinions.

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 64: Time Limit for Rendering the Award

The arbitral tribunal shall render the award within 4 months after its constitution. Where there are special circumstances justifying an extension, the Secretary-General may approve an extension of an appropriate time limit at the request of the presiding arbitrator.

Article 65: 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 66: 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, the apportionment of arbitration fees, the date of the award and the seat of the arbitration. The facts of the dispute and the reasons upon which the award is based need not be stated 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 elect 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 67: 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 68: Effect of and Carrying out the Award

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

2. 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.

Article 69: 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.

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 70: 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 arbitration 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 71: 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 72: Re-arbitration

1. Where a court notifies the arbitral tribunal to re-arbitrate a case and the arbitral tribunal agrees, the case shall in principle be examined by the original arbitral tribunal. If any member of the original arbitral tribunal becomes unable to perform his or her functions and duties due to withdrawal, voluntary recusal or other reasons, such arbitrator shall be replaced in accordance with Article 37 of the Rules.

2. The specific procedures for re-arbitration shall be determined

by the arbitral tribunal in accordance with the specific circumstances of the case. The time limits provided for in Articles 64 and 77 of the Rules shall be recalculated from the date on which the arbitral tribunal notifies the parties of the re-arbitration.

3. The arbitral tribunal shall render a new award in accordance with the Rules. The award rendered in the re-arbitration shall be legally effective from the date it is rendered.

Chapter VII: Expedited Procedure

Article 73: 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 74: Constitution of the Arbitral Tribunal

1. The arbitral tribunal shall be constituted in accordance with the provision of Article 29 of the Rules for arbitrations conducted under the Expedited Procedure.

2. Where the parties have agreed that the arbitral tribunal shall consist of three arbitrators, the arbitral tribunal shall be constituted in accordance with the provision of Article 30 of the Rules, in which case the resulting additional costs shall be borne by the parties.

Article 75: Defense and Counterclaim

1. Within 10 days after receiving the request for submission of defense, the respondent shall submit to the BAC its statement of defense, together with the relevant supporting documents.

2. Article 18 of the Rules shall apply, if the respondent has any counterclaim.

3. Within 10 days after the date of receiving the notice for submission of defense to counterclaim, the claimant shall submit to the BAC its statement of defense, together with the relevant supporting documents.

Article 76: Notice of 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 hearing at least 3 days in advance. If a party has a justifiable reason to request postponement of the hearing, it should make a written request 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.

2. 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. A notification of the date of additional hearings or of the date of a postponed hearing is not subject to the time limit of three days.

Article 77: Time Limit for Rendering the Award

The arbitral tribunal shall render the award within 75 days after the date of its constitution. If there are special circumstances justifying an extension, the Secretary-General may approve an appropriate extension of time at the request of the sole arbitrator.

Article 78: 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 and the counterclaims, 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 ordinary procedure to the Expedited 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 the procedure, respectively select or respectively entrust the Chairperson 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 parties shall pay an advance on the additional arbitration fees arising from the change of procedure. Where the parties fail to make an advance payment as required by the BAC, the procedure shall not be changed.

6. 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 64 and 77 of the Rules shall be recalculated from the date on which the new arbitral tribunal is constituted.

7. 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 79: 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 VIII: Supplementary Provisions

Article 80: Seat of Arbitration

1. The seat of arbitration for the domestic cases administered by the BAC is Beijing. The BAC or the arbitral tribunal may determine the seat of arbitration on the basis of the specific circumstances of the case.

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

3. Where the venue of hearing differs from the seat of arbitration, the seat of arbitration determined in accordance with the Rules shall not be affected.

Article 81: Language of Arbitration

1. The parties may agree on the language of 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 82: Information Security

Online arbitration shall be conducted in accordance with such principles as security and reliability, fairness and efficiency, and protection of parties' rights. The parties, their representatives and other participants in the arbitration shall comply with the laws and regulations on cybersecurity, personal-information protection and data security.

Article 83: 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 84: Immunity from Civil Liability

1. Unless otherwise provided by law, 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 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 85: 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 86: 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

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

Amount in Dispute (in RMB)	Fees of Arbitrator(s) (in RMB)	Administrative fees (in RMB)
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
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.





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

Address: 16/F China Merchants Tower, No.118 Jian Guo Road,
Chaoyang District, Beijing 100022, China
Tel: +86 10 6566 9856
Fax: +86 10 6566 8078
E-mail: bjac@bjac.org.cn
Http: //www.bjac.org.cn