

Xi'an Arbitration Commission (XAAC)

Arbitration Rules

Table of Content

Introduction

Application

Model Clause

Chapter I General Provisions

Article 1 Arbitral Institution

Article 2 Definitions

Article 3 Scope of Case Acceptance

Article 4 Application of the Rules

Article 5 Seat of Arbitration

Article 6 Language of Arbitration

Article 7 Waiver of the Right to Objection

Article 8 Good Faith Arbitration

Article 9 Efficient Arbitration

Article 10 Green Arbitration and Smart Arbitration

Chapter II Arbitration Agreement and Jurisdiction

Article 11 Arbitration Agreement

Article 12 Separability of Arbitration Agreement

Article 13 Jurisdictional Objection and Decision

Chapter III Commencement of Arbitral Proceedings

Article 14 Application

Article 15 Acceptance

Article 16 Notice

Article 17 Defense

Article 18 Counterclaim

Article 19 Amendments to the Claim or Counterclaim

Article 20 Single Arbitration under Multiple Contracts

Article 21 Consolidation of Arbitration Cases

Article 22 Joinder of Additional Parties

Article 23 Submission of Documents and Number of Copies

Article 24 Party Representation

Article 25 Interim Measures

Chapter IV The Arbitral Tribunal

Article 26 Principles of Independence and Impartiality

Article 27 Application of the Panel of Arbitrators

+Article 28 Number of Arbitrators and Constitution of the Arbitral Tribunal

Article 29	Three Arbitrators
Article 30	Sole Arbitrator
Article 31	Notice on the Constitution of Arbitral Tribunal
Article 32	Disclosure by the Arbitrator
Article 33	Challenge to the Arbitrator
Article 34	Replacement of the Arbitrator
Article 35	Continuation of Arbitral Proceedings by the Majority Arbitrators
Chapter V Hearing	
Article 36	Modes of Hearing
Article 37	Conduct of Hearing
Article 38	Notice of Hearing
Article 39	Venue of Hearing
Article 40	Consolidation of Hearing
Article 41	Default
Article 42	Record of Hearing
Article 43	Evidence Production
Article 44	Examination of Evidence
Article 45	Investigation by the Arbitral Tribunal
Article 46	Expert's Report and Appraiser's Evaluation Report
Article 47	Suspension of Proceedings
Article 48	Withdrawal of Application and Dismissal of Case
Article 49	Mediation by the Arbitral Tribunal
Article 50	Partial Mediation
Article 51	Settlement
Chapter VI Decisions and Awards	
Article 52	Arbitral Decisions
Article 53	Early Dismissal of Application for Arbitration and Defenses
Article 54	Time Limit for Rendering the Award
Article 55	Rendering of the Award
Article 56	Interim Award and Partial Award
Article 57	Scrutiny of Draft Arbitral Award
Article 58	Supplement and Correction to the Award
Article 59	Interpretation of the Arbitral Award
Article 60	Re-Arbitration
Chapter VII Expedited Procedure	
Article 61	Application of Expedited Procedure
Article 62	Defense and Counterclaim
Article 63	Constitution of the Arbitral Tribunal
Article 64	Modes of Hearing
Article 65	Notice of Hearing
Article 66	Change of the Procedure
Article 67	Miscellaneous Provisions
Chapter VIII Time Limits and Services	
Article 67	Time Limits

Article 69 Service

Chapter IX Supplementary Provisions

Article 70 Arbitration Fees

Article 71 Allocation of Costs

Article 72 Confidentiality

Article 73 Challenge to Arbitration Secretary

Article 74 Assistance in *Ad Hoc* Arbitration

Article 75 Expert Deliberation

Article 76 Form of Signature or Seal

Article 77 Application of Information Technology

Article 78 Exclusion of Liability

Article 79 Interpretation of the Rules

Article 80 Language of the Rules

Article 81 Entry into Effect

Appendix I Emergency Arbitrator Procedure

Emergency Arbitrator Procedure

Article 1 Application for the Emergency Arbitrator Procedure

Article 2 Acceptance of Application and Appointment of the Emergency Arbitrator

Article 3 Disclosure of and Challenge to the Emergency Arbitrator

Article 4 Decisions of the Emergency Arbitrator

Article 5 Allocation of Costs for the Emergency Arbitrator Procedure

Article 6 Miscellaneous Provisions

Introduction

Xi'an Arbitration Commission(the“XAAC”)Arbitration Rules(the “Rules”) have been deliberated and adopted at the Third Meeting of the Third Session of the Xi'an Arbitration Commission, which shall come into effect as of September 1, 2023.

Application

The Rules may be adopted in a written agreement at any time before or after a dispute has arisen, and may be applied in both domestic and international arbitrations commenced under a contract or treaty. The scope of application of the Rules is set out in Article 4.

Model Clause

The following clause in the contract may be agreed by the parties who wish to refer any future dispute to arbitration in accordance with the Rules:

(1) “Any dispute arising from or in relation to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising from or in relation to it shall be referred to and finally resolved by the Xi'an Arbitration Commission (“XAAC”) under the Rules in force. The arbitral award is final and binding upon the parties.

The seat of arbitration shall be ... (Xi'an, China).

The number of arbitrators is ... (1 or 3). The arbitral proceedings shall be conducted in ... (select a language). ”

(2) Where an existing dispute without a previous agreement with respect to arbitration exists, the parties who wish to refer such dispute to arbitration under the Rules may agree to do so in the following terms:

“We, the undersigned, agree to refer to the XAAC under the Rules any dispute arising from or in relation to (name of the contract in dispute between the parties), or any non-contractual dispute arising from or in relation to the contract. The arbitral award is final and binding upon the parties.

The seat of arbitration shall be ... (Xi'an, China).

The number of arbitrators is ... (1 or 3). The arbitral proceedings shall be conducted in ... (select a language). ”

Chapter I General Provisions

Article 1 Arbitral Institution

(1) The XAAC is an arbitral institution registered in Xi'an of the People's Republic of China for resolving contractual disputes and other disputes over property rights and interests between natural persons, legal persons and unincorporated associations.

(2) Where the parties have agreed in an arbitration agreement that any dispute shall be arbitrated by the XAAC, or that any dispute shall be arbitrated by a local arbitral institution which can be inferred as the XAAC, or that any dispute shall be arbitrated by any branch of the XAAC, the parties shall be deemed to have agreed that the arbitration shall be administered by the XAAC.

(3) The XAAC performs the functions that should be performed by an arbitral institution in accordance with other arbitration rules as agreed by the parties.

(4) Where the parties agree to arbitrate under the Arbitration Rules of the United Nations Commission on International Trade Law (the “UNCITRAL Arbitration Rules”) or the China Pilot Free Trade Zone Arbitration Rules, the XAAC may be the appointing authority and perform other relevant administrative functions in accordance with the agreement or provisions.

(5) The Chairperson of the XAAC (the “Chairperson”) shall perform the functions and obligations of the Chairperson specified in the Arbitration Law of the People’s Republic of China. Alternatively, the Deputy Chairperson, the Secretary-General or the Deputy Secretary-General of the XAAC may also perform such functions and obligations of the Chairperson with the authorization of the Chairperson.

(6) The functional departments of the XAAC are responsible for the procedural management of arbitration cases based on their respective division of functions and responsibilities.

(7) The XAAC is located in Xi’an of the People’s Republic of China.

(8) The XAAC has its Panel of Arbitrators.

Article 2 Definitions

(1) References to the “XAAC” in the Rules are to the Xi’an Arbitration Commission or any other institution or person authorized or designated by the XAAC to perform the functions and obligations referred to the Rules.

(2) References to the “party” or “parties” in the Rules include the Claimant, Respondent and/or the additional parties.

(3) References to the “arbitral tribunal” in the Rules include one arbitrator or three arbitrators appointed under the Rules. With the exception in Appendix I, such references do not include any emergency arbitrator.

(4) References to the “arbitral award” in the Rules include interim, partial or final awards, except for any decision made by any emergency arbitrator.

(5) The Rules include all Appendixes attached thereto, as amended from time to time by the XAAC, in force on the date from the commencement of the arbitration.

Article 3 Scope of Case Acceptance

The XAAC accepts any contractual disputes and other disputes over property rights and interests between natural persons, legal persons and unincorporated organization, including:

(1) Arbitration cases involving disputes in Chinese Mainland;

(2) Arbitration cases involving disputes related to the Hong Kong Special Administrative Region, the Macao Special Administrative Region or Taiwan Area;

(3) Arbitration cases involving international or foreign-related disputes; and

(4) Arbitration cases involving international investment disputes between international investors and the host country accepted by the XAAC, with the consent of the parties or in accordance with the provisions of relevant treaties.

Article 4 Application of the Rules

(1) Where the parties have agreed to submit the dispute to the XAAC or its branch for arbitration, the Rules shall be applicable in the arbitration.

(2) Where the parties have agreed to arbitrate the dispute in accordance with the Rules or the special arbitration rules formulated by the XAAC, but have not agreed any designated arbitral institution, it shall be deemed that they have agreed to submit the dispute to the XAAC for arbitration.

(3) Where there is any inconsistency between the special arbitration rules stipulated by the XAAC and the Rules, the special rules shall prevail. Where the matter is not covered in the special rules, the provisions of the Rules shall apply.

(4) Where the parties have agreed to submit the dispute to the XAAC for arbitration but have agreed for other arbitration rules to be applicable, or the parties have agreed to modify certain contents of the Rules, such agreement shall prevail, unless the agreement is unenforceable or in conflict with a mandatory provisions of the law applicable to the arbitral proceedings.

(5) Where any of the parties raises any objection on whether the Rules formulated by the XAAC are applicable in the arbitration case, the XAAC or the Arbitral Tribunal shall make a decision thereon.

(6) Where any matters are not expressly stipulated in the Rules, the XAAC or the Arbitral Tribunal may advance the arbitral proceedings in such a manner as it deems appropriate.

Article 5 Seat of Arbitration

(1) Where the parties have agreed on the seat of arbitration, such agreement shall prevail.

(2) Where the parties have not agreed on the seat of arbitration or the agreement is ambiguous in relation to such seat, the location of the XAAC shall be regarded as the seat of arbitration. The XAAC or the Arbitral Tribunal may also determine another location as the seat of arbitration after taking into account the specific circumstances of the case.

(3) Unless otherwise agreed by the parties, the Arbitral Tribunal may conduct hearings and meetings, hear witnesses' testimonies, experts' testimonies or statements of the parties, or inspect goods, other property or documents at any location other than the seat of arbitration as it deems appropriate. The above-mentioned acts shall be deemed as being conducted at the seat of arbitration.

(4) The arbitral award shall be deemed as having been rendered at the seat of arbitration.

Article 6 Language of Arbitration

(1) Where the parties have agreed on the language of arbitration, such agreement shall apply. Where the parties have not agreed on the language of arbitration or the agreement is ambiguous in relation to such language, the XAAC may, before the Arbitral Tribunal is constituted, preliminarily decide the applicable language of the arbitral proceedings based on the specific circumstances of the case; and once constituted, the Arbitral Tribunal may make a final determine on the applicable language of the arbitral proceedings.

(2) Where the parties have agreed upon the use of two or more languages in the arbitral proceedings, the Arbitral Tribunal may, with the consent of the parties, decide to apply one language. If the parties fail to reach a unanimous agreement thereon, the arbitral proceedings

may be conducted in multiple languages as agreed by the parties, in which case any resulting additional costs shall be borne by the parties.

(3) At the hearing, where a party or its representative(s) or witness(es) requires language interpretation, the relevant party may make such arrangements for language interpretation on its own or may apply to the XAAC for assisting to arrange for the interpretation service. Where the XAAC assists to arrange for such interpretation service, the parties shall bear the costs thereof.

(4) The XAAC or the Arbitral Tribunal may, when it deems necessary, require the parties to provide the whole or abridged translated version of documents and evidences in such language as applied in the arbitral proceedings.

(5) The arbitral award shall be made in the language of arbitration specified in Paragraph 1 or 2 of this Article.

Article 7 Waiver of the Right to Objection

(1) Where any of the parties who knows or ought reasonably to have known that any provision of the Rules or any terms or conditions of the arbitration agreement has not been complied with, but still takes part in or continues to take part in the arbitral proceedings without promptly raising any objection against such non-compliance in writing, it shall be deemed as having waived the right to objection against such non-compliance.

(2) Where, despite being expressly notified, any of the parties who knows or ought reasonably to have known that any statutory arbitral proceedings has not been complied with, but still takes part in or continues to take part in the arbitral proceedings without promptly raising any objection against such non-compliance in writing, it shall be deemed as having waived the right to objection against such non-compliance, except in circumstances where such non-compliance contravenes any mandatory provisions of the law applicable to the arbitral proceedings.

Article 8 Good Faith Arbitration

(1) The parties in the arbitration shall adhere to the principles of honesty and good faith in the arbitration.

(2) The parties and their representatives shall ensure the accuracy and veracity of their statements and materials submitted, or they shall bear the corresponding consequences.

(3) Where a party or its representatives breaches any provisions of the Rules, any agreement between them or any decision of the Arbitral Tribunal, and such breach results in a delay of the proceedings or increase in costs, the Arbitral Tribunal shall have the power to take appropriate measure and decide that the relevant breaching party shall bear the corresponding consequences.

Article 9 Efficient Arbitration

The Arbitral Tribunal shall adhere to the principle of efficiency in the arbitration, actively promote effective implementation of arbitral proceedings, and may take relevant measures to prevent delays in arbitral proceedings.

Article 10 Green Arbitration and Smart Arbitration

The XAAC advocates for green and smart arbitration, and encourages parties to resolve disputes through environment-friendly methods such information technology and digitization which is convenient for the parties and the Arbitral Tribunal.

Chapter II Arbitration Agreement and Jurisdiction

Article 11 Arbitration Agreement

(1) An arbitration agreement may take the form of an arbitration clause included in a contract or any other arbitration agreement in writing. The arbitration agreement shall be in written form. The “written form” includes, but is not limited to, contracts, letters, electronic data messages (including telexes, facsimiles, electronic data interchange, and e-mails), and any other forms which may accurately express the contents of the arbitration clause.

(2) Where the parties jointly sign a document in the arbitral proceedings such as the record or minutes of hearing which clearly states that the parties agree to submit the dispute to the XAAC for arbitration, such a document shall be deemed to be a written arbitration agreement binding on the parties.

(3) Where the applicable law of an arbitration agreement provides otherwise in relation to the form and validity of the arbitration agreement, such provision shall prevail.

Article 12 Separability of Arbitration Agreement

An arbitration agreement shall exist independently from the contract. By no means shall the effect of an arbitration agreement be affected by the establishment, validity, alteration, dissolution, termination, nullity and voidness, invalidity and revocation of the contract concerned.

Article 13 Jurisdictional Objection and Decision

(1) Where the parties have any objection to jurisdiction over the case, they shall file such objection in writing before the first hearing. Where the parties have agreed that the hearing of the arbitration shall be conducted on a documents-only or a paper-review-only basis, such objection in writing shall be filed within the time limit stipulated before submission of first defense. If a party fails to file an objection to jurisdiction pursuant to the above-mentioned provisions, it shall be deemed to have accepted the jurisdiction of the XAAC. Any objection to jurisdiction by the parties shall not affect the process of arbitral proceedings.

(2) The XAAC, or the Arbitral Tribunal upon authorization by the XAAC, has the power to rule on its own jurisdiction. The Arbitral Tribunal may make its decision on jurisdiction either during the course of the arbitral proceedings or in its arbitral award.

(3) Where the XAAC is satisfied by *prima facie* evidence that there is a binding arbitration agreement that the dispute shall be arbitrated by the XAAC, it may make a decision of having jurisdiction over the case based on such evidence, and the arbitral proceedings shall proceed. Such a decision shall not prevent the XAAC from making a subsequent decision on jurisdiction based on the facts or evidence discovered by the Arbitral Tribunal in the process of hearing that is inconsistent with the initial *prima facie* evidences.

(4) Where the XAAC, or the Arbitral Tribunal upon authorization by the XAAC, determines that it has no jurisdiction over the case, a decision to dismiss the case shall be made either by the XAAC before the constitution of the Tribunal, or by the Arbitral Tribunal after the constitution of such Tribunal.

Chapter III Commencement of Arbitral Proceedings

Article 14 Application

(1) Any party wishing to apply for the arbitration of the dispute in accordance with the Rules shall submit the following materials:

- (i) Arbitration Agreement(s);
- (ii) An Application for Arbitration which contains the following information:
 - (a) Basic information and means of communication of the parties and their legal representatives (if any) or the persons in charge (if any);
 - (b) An Arbitration Agreement on which the Application for Arbitration is based;
 - (c) Arbitration claims, facts and grounds on which the arbitration claims are based; and
 - (d) Signature and/or seal of the Claimant or the representative authorized.
- (iii) Supporting materials on which the arbitration claims are based (if any); and
- (iv) Proofs of the parties' qualifications.

(2) The parties may submit arbitration documents through the online platform of the XAAC, or submit those materials by mail service, delivery in person or other means.

Article 15 Acceptance

(1) After the Claimant submits the Application for Arbitration and its attachments, and makes advance payment of the requisite arbitration fees, the XAAC shall accept the case within five days if it confirms that the required formalities have been completed. If the required formalities are incomplete, the XAAC may request the Claimant to submit supplementary materials within a prescribed time limit. If the formalities remain incomplete upon expiration of the prescribed time limit, the XAAC will not accept the Application for Arbitration.

(2) The arbitral proceedings shall be deemed to be commenced on the date of acceptance of the Application by the XAAC.

Article 16 Notice

After the acceptance of the Application for Arbitration, the XAAC shall send a Notice of Acceptance, a copy of the Rules and the XAAC Panel of Arbitrators to the Claimant, and the Notice of Arbitration, a copy of the Application for Arbitration together with the attachments, a copy of the Rules and the XAAC Panel of Arbitrators to the Respondent respectively.

Article 17 Defense

(1) The Respondent shall submit to the XAAC the Statement of Defense and other

relevant materials within 15 days from the date of receipt of the Notice of Arbitration.

(2) The Statement of Defense and other relevant documents shall include the following content:

(i) A Statement of Defense including the following information:

(a) Basic information and means of communication of the Respondent and the legal representative (if any) or the person in charge (if any) of the Respondent;

(b) Opinion of Defense to the Claim, and the facts and grounds on which the defense is based; and

(c) Signature and/or the seal of the Respondent or the representative authorized.

(ii) Supporting materials on which the opinion of defense is based; and

(iii) Proof of the Respondent's qualification as one of the parties.

(3) The Respondent's failure to submit a Statement of Defense shall not affect the progress of arbitral proceedings.

Article 18 Counterclaim

(1) If the Respondent has any counterclaim, it shall file the Application for Counterclaim within 15 days from the date of receipt of the Notice for Participation in Arbitral Proceedings. If the Application is submitted after expiration of the time limit, the decision on whether to accept the Counterclaim shall be made by the XAAC before the constitution of the Arbitral Tribunal, or by the Arbitral Tribunal after the constitution of the Tribunal.

(2) When deciding whether to accept a late Counterclaim, the XAAC or the Arbitral Tribunal, as the case may be, shall take into account the necessity of hearing the overdue counterclaim and the claim in one consolidated arbitration, the length of delay in submitting the Counterclaim, whether there will be unnecessary delay that might be caused to the arbitral proceedings by the late submission and any other relevant factors.

(3) The submission and acceptance of the Application for Counterclaim shall be in accordance with Articles 14 and 15 of the Rules.

(4) After accepting the Application for Counterclaim, the XAAC shall send the Notice on the Acceptance of Application for Counterclaim together with the attachments to the Claimant of the Counterclaim and the Application for Counterclaim together with the attachments to the Respondent of the Counterclaim respectively.

(5) The Claimant shall submit the Statement of Defense to the Counterclaim to the XAAC in accordance with the provisions of Article 17 of the Rules.

(6) Where any other matters concerning the Counterclaim are not expressly stipulated in the Rules, they shall be handled by reference to the provisions governing the Application for Arbitration, insofar as they are relevant.

Article 19 Amendments to the Claim or Counterclaim

(1) The parties may apply in writing to amend the claim or the counterclaim. A decision on whether to grant the application and to allow amendments shall be made by the XAAC before the constitution of the Arbitral Tribunal, or by the Arbitral Tribunal after the constitution of the Tribunal, as the case may be.

(2) Amendments to the claim or the counterclaim shall not affect the progress of arbitral proceedings.

(3) The submission of, acceptance of and/or opposition to the application to amend the claim or the counterclaim shall be handled by reference to Articles 14 to 18 of the Rules.

Article 20 Single Arbitration under Multiple Contracts

Where there are disputes arising from or in relation to multiple contracts (the “multiple contracts”), in which these multiple contracts contain identical or compatible arbitration agreements that any dispute shall be arbitrated by the XAAC, and where any of the following circumstances exists, any party may file an application for the disputes arising from or in relation to the multiple contracts to be arbitrated in a single arbitration:

- (1) The multiple contracts involve disputes arising out of contracts consisting of a principal contract and its ancillary contract(s);
- (2) The multiple contracts involve the same parties and with the disputes arising out of the same legal relationship(s); or
- (3) The disputes arise from the same transaction or the same series of transactions.

Article 21 Consolidation of Arbitration Cases

(1) Where any of the following conditions is satisfied, and upon the application in writing of any party, the XAAC may consolidate two or more pending arbitrations under the Rules into a single arbitration if:

- (i) All of the claims in the arbitration cases are filed under the same arbitration agreement;
- (ii) The claims in the arbitration cases are filed under multiple arbitration agreements that are identical or compatible, and the disputes in the arbitration cases involved the same parties and with the disputes arising out of the same legal relationship(s);
- (iii) The claims in the arbitration cases are filed under multiple arbitration agreements that are identical or compatible, and the multiple contracts involve disputes arising out of contracts consisting of a principal contract and its ancillary contract(s); or
- (iv) All parties have agreed to the consolidation.

(2) In deciding whether to consolidate the arbitration under Paragraph (1) above, the XAAC shall consider such factors as the positions of the parties and the nexus between the relevant cases, including circumstance under which the Arbitral Tribunals in these separate arbitrations were constituted.

(3) Unless otherwise agreed by the parties or decided by the XAAC, all pending arbitrations, following the decision for consolidation by the XAAC, shall be consolidated into the arbitration that commences first, and the Arbitral Tribunals of the subsequent and other pending cases shall be dissolved.

(4) After the arbitral proceedings are consolidated, any procedural matters shall be decided by the XAAC before the constitution of the Arbitral Tribunal, or by the Arbitral Tribunal after the constitution of the Tribunal.

(5) After the arbitral proceedings are consolidated, the Arbitral Tribunal shall have the power to make separate awards or a joint award on the disputes between the parties. Where the parties have reached a mediation agreement, the Tribunal shall have the power to make separate mediation statements or a joint mediation statement.

Article 22 Joinder of Additional Parties

(1) Where any of the following conditions is satisfied, any party or non-party to the arbitration may file an application for joining additional parties with the XAAC or the Arbitral Tribunal in writing:

(i) Any additional party to be joined is *prima facie* bound by the arbitration agreement; or

(ii) All parties, including any additional party to be joined, have consented to the joinder of the additional party.

(2) A decision on whether to grant an application for joinder shall be made by the XAAC before the constitution of the Arbitral Tribunal, or by the Arbitral Tribunal after the constitution of the Tribunal. When deciding whether to grant an application for joinder, the XAAC or the Tribunal, as the case may be, shall consider the position of all the parties and the specific circumstances of the case.

(3) Where the XAAC decides to grant an application for joinder, the arbitrators shall be nominated or appointed in accordance with Articles 28 to 30 of the Rules.

(4) Where the Arbitral Tribunal decides to grant an application for joinder, any party who has not participated in the proceedings for the constitution of the Tribunal shall be deemed as having agreed to the legality, validity and binding force of arbitral proceedings already conducted, but this will not affect such party's right to apply for challenge to any arbitrator in accordance with Article 33 of the Rules.

(5) The provisions on the submission of the Statement of Defense and the Statement of Counterclaim under Articles 17 and 18 of the Rules may be applicable to the application for joinder of additional parties under this Article.

Article 23 Submission of Documents and Number of Copies

(1) Unless otherwise agreed by the parties, the XAAC or the Arbitral Tribunal may request the parties to submit the Application for Arbitration, the Statement of Defense, the Application for Counterclaim, the evidence and other written documents through electronic means and/or in a hard-copy form.

(2) The arbitration documents to be submitted by any of the parties shall be provided in five copies. Where there are multiple parties to the arbitration, additional copies shall be provided correspondingly. Where the Arbitral Tribunal is constituted of a sole arbitrator, the number of copies to be submitted shall be reduced by two correspondingly.

Article 24 Party Representation

(1) Any party may authorize one to three persons as its authorized representative(s) in the arbitration.

(2) Where the party has authorized representative(s) in the arbitration, the proof of authority containing the specific matters and scope of the authorization shall be submitted to the XAAC.

(3) Where, after the constitution of the Arbitral Tribunal, any party wishes to change or add authorized representative(s) shall notify the Tribunal in writing.

Article 25 Interim Measures

(1) Preservation

(i) Where the enforcement of an arbitral award is likely to become difficult or any other detriment is likely to be caused to any party as a result of the conduct of the other party or of the existence of any other relevant factors, that party may apply for an order to preserve the assets of the other party or to compel the other party to take certain actions or restrain the other party from taking certain actions;

(ii) Where it is likely that the evidence may be destroyed or lost, or become difficult to be obtained later on, any of the parties may apply for preservation of evidence; and

(iii) If the seat of arbitration is in Chinese Mainland, any party that applies for preservation before the commencement of arbitral proceedings may directly submit the application to the competent court. If the party applies for preservation during the arbitral proceedings, the XAAC shall forward the application for preservation to the competent court. If the seat of arbitration is located in another country or region, the party that applies for preservation shall handle the matter in accordance with the applicable law.

(2) Other Interim Measures

(i) Upon the application of any party in accordance with the applicable law of arbitration, the Arbitral Tribunal may decide to take any interim measures that it deems necessary or appropriate. Interim measures can be made through decisions, orders, interim awards or other means. The Tribunal has the power to decide that the party applying for interim measures shall provide appropriate security. After the aforesaid interim measures are taken, the Tribunal may decide to amend, suspend or lift the interim measures upon the application of any of the parties, if it deems necessary; and

(ii) Where any party applies for emergency interim measures for relief before the constitution of the Arbitral Tribunal, it may apply for such relief pursuant to the procedure set forth in Appendix I of the Rules.

Chapter IV The Arbitral Tribunal

Article 26 Principles of Independence and Impartiality

An arbitrator may not represent any party, and shall remain independent and impartial at all times.

Article 27 Application of the Panel of Arbitrators

The parties shall nominate arbitrators from the Panel of Arbitrators of Xi'an Arbitration Commission (the "XAAC Panel of Arbitrators"). Where the parties have agreed to nominate arbitrators who are not from the XAAC Panel of Arbitrators, it shall be subject to the review and approval by the Chairperson.

Article 28 Number of Arbitrators and Constitution of the Arbitral Tribunal

(1) The Arbitral Tribunal may be constituted of sole arbitrator or three arbitrators. If the Tribunal is composed of three arbitrators, a presiding arbitrator shall be appointed.

(2) The Arbitral Tribunal shall be constituted of sole arbitrator if the amount in dispute

does not exceed RMB 1,000,000, or if the XAAC deems that the facts are clear and there is no significant dispute in the case.

(3) The parties may agree on the constitution of the Arbitral Tribunal, unless such agreement cannot be implemented or is in conflict with a mandatory provision of the law applicable to the arbitral proceedings.

(4) Where any of the parties nominates an arbitrator who lives or works outside the venue of any hearing, it shall pay in advance reasonable expenses that the arbitrator may incur for attending the hearing. If the above-mentioned expenses are not paid in advance within the time limit stipulated by the XAAC, it shall be deemed that the arbitrator has not been nominated, and the Chairperson shall appoint one for that party.

Article 29 Three Arbitrators

(1) Unless otherwise agreed by the parties, the Claimant and the Respondent shall, within 10 days from the date of receipt of the Notice of Arbitration, nominate an arbitrator, or entrust the Chairperson to appoint one for them respectively. Where any party fails to nominate, or to entrust the Chairperson to appoint, one arbitrator within the prescribed time limit, the Chairperson shall appoint one for that party.

(2) Where there are two or more than two persons or entities who are the claimants or respondents in the arbitration, they shall jointly nominate an arbitrator, or entrust the Chairperson to appoint one. If no agreement on joint nomination or entrustment can be reached, the Chairperson shall appoint one for them.

(3) Unless otherwise agreed, the parties shall, within 10 days from the date of receipt of the Notice of Arbitration, jointly nominate, or request the Chairperson to appoint, the presiding arbitrator. Where the parties fail to do so, the Chairperson shall appoint the presiding arbitrator for them. Where any party expressly waives in writing the right to jointly nominate, or request the Chairperson to appoint, the presiding arbitrator, the Chairperson shall appoint one, which is not subject to the above-mentioned time limit.

(4) The parties may, within the time limit specified in Paragraph 3 of this Article, jointly request the two arbitrators nominated by them or appointed by the Chairperson to jointly nominate a presiding arbitrator. Unless otherwise agreed by the parties, the Chairperson shall appoint the presiding arbitrator for them if the two arbitrators fail to reach an agreement on the nominee within five days from the date of receipt of the notice of the XAAC.

(5) The parties may respectively recommend one to five arbitrators as candidates for the presiding arbitrator and each shall submit a list of recommended candidates within the time limit specified in Paragraph 3 of this Article. Where there is only one same candidate on the lists, such candidate shall be the presiding arbitrator jointly nominated by the parties. Where there is more than one same candidate or there is no same candidate on the lists, the Chairperson shall appoint the presiding arbitrator for them outside the list of recommended candidates.

(6) The parties may, within the time limit specified in Paragraph 3 of this Article, jointly apply for or agree to request the Chairperson to recommend a list of five candidates for the presiding arbitrator. Each of the parties may nominate between one to three arbitrator(s) as their respective candidate(s) for the presiding arbitrator within five days from the date of receipt of the list. Where there is only one common candidate on the parties' respective lists

of nominated candidates, that candidate shall be the presiding arbitrator jointly nominated by the parties. If there are two or three common candidates on the parties' respective lists of nominated candidates, the Chairperson shall appoint one out of those candidates as the presiding arbitrator jointly nominated by the parties. If there is no common candidate on the parties' respective lists of nominated candidates, the Chairperson shall appoint an arbitrator outside the list of nominations as the presiding arbitrator, as the case may be.

(7) The parties may, within the time limit specified in Paragraph 3 of this Article, jointly apply for or agree to request the Chairperson to recommend a list of five candidates for the presiding arbitrator. Each of the parties shall rank the order of their respective preferences within five days from the date of receipt of the list. Among the recommended candidates, a candidate placed in the highest ranking on the parties' lists shall be the presiding arbitrator jointly nominated by the parties. Where there are two or more candidates on the top of the lists, the Chairperson shall nominate one as the presiding arbitrator outside the lists of candidates.

(8) The parties may, within the time limit specified in Paragraph 3 of this Article, jointly apply for or agree that the Chairperson shall recommend a list of five candidates for the presiding arbitrator. Each of the parties may remove one to five out of the recommended candidates within five days from the date of receipt of the list. The presiding arbitrator shall be determined by the Chairperson from the remaining candidates. Where all candidates are excluded, the Chairperson shall appoint the presiding arbitrator outside the list of candidates.

Article 30 Sole Arbitrator

Where the Arbitral Tribunal is constituted of a sole arbitrator, the sole arbitrator shall be nominated or appointed pursuant to the procedures stipulated in Paragraphs 3 to 8 of Article 29 of the Rules.

Article 31 Notice on the Constitution of Arbitral Tribunal

Within 10 days from the date of constitution of the Arbitral Tribunal, the XAAC shall notify the parties on the constitution of the Arbitral Tribunal in writing.

Article 32 Disclosure by the Arbitrator(s)

(1) After receiving the nomination or appointment, each arbitrator shall sign a Declaration of Independence and Impartiality, disclosing any circumstances known to him or her which may give rise to justifiable doubts as to his or her independence and impartiality.

(2) In the arbitral proceedings, when an arbitrator becomes aware of circumstances that are likely to lead any party to have reasonable doubts as to his or her independence or impartiality, the arbitrator shall disclose such circumstances in writing.

(3) Within 10 days of receiving the arbitrator's written disclosure, either party shall state in writing whether it intends to challenge the arbitrator.

(4) Any party who fails to challenge an arbitrator within the time limit specified in Paragraph 3 of this Article may not be permitted to challenge the arbitrator at a later time during the arbitral proceedings on the basis of the circumstances already disclosed by the arbitrator.

Article 33 Challenge to an Arbitrator

(1) If an arbitrator is involved in any of the following circumstances, he or she must either withdraw from the arbitration, or any of the parties may challenge the arbitrator:

- (i) Being either a party to the case or a close relative of any of the parties to the case or their representatives;
- (ii) Having the conflict of interests in the case;
- (iii) Having any other relationship with any of the parties to the case or with any of their representatives, which may affect the impartiality of the arbitration; or
- (iv) Having private meeting with any of the parties to the case or any of their representatives thereof or having accepted any gift or treat offered by any of the parties or their representatives.

(2) “Having any other relationship” in Sub-paragraph 3 to Paragraph 1 of this Article includes but is not limited to the following circumstances:

- (i) The arbitrator has previously provided any legal service and written legal advice to any of the parties to this case;
- (ii) The arbitrator has served as a legal consultant who was retained for a significant period of time for any of the parties to the case or is acting as the representative for any of the parties to the case in other litigation and arbitration cases;
- (iii) The close relatives of the arbitrator have substantive economic interests in the outcome of the dispute;
- (iv) The arbitrator directly holds shares in any of the parties to the case or any of its affiliated entities.

(3) Where any party has any justifiable doubts as to the impartiality or independence of an nominated or appointed arbitrator, it may challenge and apply in writing for the withdrawal of that arbitrator from the case, but shall state the relevant facts and reasons on which the challenge is based, and provide any relevant evidence supporting such facts and reasons.

(4) Any application for an arbitrator’s withdrawal from the case shall be filed before the first hearing; but if the reason for withdrawal is known after the first hearing, it may be filed before the end of the last hearing. In a case where the hearing shall be conducted on a documents-only or a paper review-only basis, such challenge shall be filed within 10 days after the reason for withdrawal is known, except in the circumstances specified in Paragraph 3 of Article 32 of the Rules.

(5) Where one party applies to challenge an arbitrator and other parties agree to such challenge, or the arbitrator subject to the challenge expresses the willingness to voluntarily withdraw from the case, such arbitrator shall no longer participate in the arbitration after the consent of the Chairperson. Neither of the above-mentioned circumstances means that the grounds of the application on which the challenge is based are established.

(6) In circumstances other than those specified in Paragraph 5 of this Article, the Chairperson shall make a final decision on the challenge for withdrawal and may give no reasons to such decision. The arbitrator subject to the challenge shall continue to perform the functions and duties of an arbitrator before the decision is made by the Chairperson.

(7) Where any party who, after knowing the constitution of the Arbitral Tribunal, appoints authorized representatives whose appointment may give rise to the grounds for the

challenge to an arbitrator, it shall be deemed to have waived its right to challenge the arbitrator on those grounds; however, the right of other parties to apply for the challenge for the withdrawal of that arbitrator shall not be affected. The Arbitral Tribunal shall also have the power to reject such authorized representative's participation in the arbitral proceedings.

Article 34 Replacement of an Arbitrator

(1) In the event of any *de jure* or *de facto* impossibility by an arbitrator to act or perform his or her functions and duties, or fails to fulfill his or her functions and duties in accordance with the requirements of the Rules, the Chairperson shall have the power to replace the arbitrator. The arbitrator may also voluntarily apply for withdrawal from the arbitration.

(2) The Chairperson shall make a decision on whether to replace an arbitrator, and may give no reasons to such decision.

(3) Where an arbitrator subject to the challenge or to be replaced in light of the preceding paragraph was nominated by the parties, the parties shall re-nominate a new arbitrator within 10 days after receipt of the notice. Where such arbitrator subject to the challenge or to be replaced was previously nominated by the other two arbitrators, the other two arbitrators shall nominate a new arbitrator within the prescribed time limit specified by the XAAC. Where the two arbitrators fail to agree on the new arbitrator within the prescribed time limit, the Chairperson shall appoint one. Where the arbitrator to be replaced was previously appointed by the Chairperson, the Chairperson shall appoint another one. After the replacement, the XAAC shall promptly notify the parties of the re-constitution of the Arbitral Tribunal.

(4) After the replacement of an arbitrator, any of the parties may request that the arbitral proceedings which has commenced and is in progress begin anew in whole or in part, and the Arbitral Tribunal shall decide whether or not to approve such request. The Tribunal may also decide at its own discretion whether the arbitral proceedings in progress begin anew in whole or in part and the scope thereof.

Article 35 Continuation of Arbitral proceedings with the Majority of the Arbitral Tribunal

After the conclusion of the last hearing and the deliberation of the case, if an arbitrator of a three-arbitrator Tribunal is unable to participate in the arbitral proceedings due to any of reasons such as his or her death or removal, the Chairperson may replace that arbitrator pursuant to Article 34 of the Rules. Upon the consent of the parties and the Chairperson, however, the other two arbitrators may also continue the arbitral proceedings and render a decision or an award.

Chapter V Hearing

Article 36 Modes of Hearing

(1) Where the parties have agreed on the mode of hearing, such agreement shall prevail.

(2) Where the parties have not agreed on the mode of the hearing or the agreement is ambiguous in relation to such mode, the Arbitral Tribunal shall have the power to decide such procedural matters, and conduct the arbitration in such a manner as it deems appropriate.

(3) The Arbitral Tribunal shall conduct the hearing for the arbitration. The mode of such hearing includes an in-person hearing and an online virtual hearing. The Tribunal has the power to determine the mode of the hearing in accordance with the specific circumstances of the case.

(4) Where the parties agree on a documents-only or paper review-only arbitration, or the Arbitral Tribunal considers a hearing unnecessary and the parties so agree, the Tribunal may decide the arbitration case based on the documents submitted by the parties only.

Article 37 Conduct of Hearing

(1) Where the parties have agreed on the conduct of the hearing, such agreement shall prevail.

(2) Where the parties have not agreed on the conduct of the hearing or the agreement is ambiguous in relation to such conduct, the Arbitral Tribunal shall have the power to decide specific conduct of hearing the case.

(3) Prior to the hearing, the Arbitral Tribunal may make any arrangements such as producing a procedural timetable for the arbitration, issuing procedural orders, making a list of questions, convening pre-hearing conferences, determining the terms of reference, and conducting a preliminary hearing; or it may, upon the expiration of the period for filing the Statement of Defense but prior to the hearing, organize the parties to exchange evidences and disclose relevant documents, and jointly prepare a list of issues in dispute.

Article 38 Notice of Hearing

(1) In any case of conducting an hearing, the Arbitral Tribunal shall, after finalizing the time of the first hearing, notify the parties of the time of the first hearing at least seven days in advance. Any party having justifiable causes may apply for a postponement of the hearing. However, such application shall be filed with the Tribunal and the applicant shall give reasons in writing at least five days prior to the first hearing. The Tribunal shall decide on whether to grant the postponement of the hearing.

(2) A notice of a subsequent hearing and a postponed hearing is not subject to the time limit specified in Paragraph 1 of this Article.

(3) Upon the request by any of the parties and the approval by the Arbitral Tribunal, or upon the proposal by the Tribunal and consent by the parties, the hearing may be held ahead of the schedule.

Article 39 Venue of Hearing

(1) Where the parties have agreed on the venue of hearing, such agreement shall prevail.

(2) Where the parties have not agreed on the venue of hearing or the agreement is ambiguous in relation to such venue, the hearing shall be conducted in the location of the XAAC, or if the Arbitral Tribunal deems it necessary and with the approval of the XAAC, the hearing may be conducted at another location.

(3) Where a hearing is conducted at a venue other than the location of the XAAC pursuant to the agreement of the parties, or upon the application of any party and with the approval of the Arbitral Tribunal, the parties shall bear the additional costs generated thereof. The parties shall make payment in advance for such additional costs in accordance with the

proportion agreed by them or decided by the XAAC. If such costs are not paid in advance, the hearing shall be conducted at the location of the XAAC.

Article 40 Consolidation of Hearing

(1) Where there are two or more arbitration cases involving the same or connected subject matter and the constitution of the Arbitral Tribunal is same in those cases, the Tribunal may, upon the application of any party and with the consent of other parties, decide to consolidate the hearings.

(2) Unless otherwise agreed by the parties, where two or more arbitration cases are to be heard together, the procedure of the consolidated hearing shall follow the procedure of the arbitration that commenced first. Unless the parties have unanimously agreed to request for one combined arbitral award, the Arbitral Tribunal shall render separate arbitral awards on the consolidated arbitration cases. Where the parties reach an agreement in the mediation, unless they have unanimously agreed to request for a mediation statement for the case, the Tribunal shall make a separate mediation statement for each of the arbitration cases which were heard together.

Article 41 Default

(1) Where after being notified in writing, the Claimant fails to appear at a hearing without any justified cause, or withdraws from an on-going hearing without the permission of the Arbitral Tribunal, the Claimant may be deemed as having withdrawn its Application for Arbitration. In such a case, if the Respondent has filed a counterclaim, the Tribunal shall proceed with hearing the counterclaim.

(2) Where after being notified in writing, the Respondent fails to appear at a hearing without any justified cause, or withdraws from an on-going hearing without the permission of the Arbitral Tribunal, the Tribunal may proceed with the hearing and make a default award. In such a case, if the Respondent has filed an Application for Counterclaim, the Respondent may be deemed as having withdrawn its counterclaim.

Article 42 Record of Hearing

(1) The Arbitral Tribunal shall make a written record of the hearing, except in the case of mediation proceedings.

(2) The Arbitral Tribunal may make an audio or video record of the hearing.

(3) Any of the parties or other participants in the arbitration may apply for correction of the hearing record upon finding any omission or mistake in the record regarding its own statements. If the application is refused by the Arbitral Tribunal, such refusal shall nevertheless be recorded.

(4) The written record shall be signed or sealed by the arbitrator(s), the parties and their representatives, witnesses and other participants in the arbitration. Where the hearing is held online, confirmation on the written record will be made in a manner as determined by the Arbitral Tribunal.

(5) Upon a joint request by all parties, or by a request from one party which is approved by the XAAC, the XAAC may hire one or more stenographers to record the hearing. The resulting additional costs shall be borne by the parties (if jointly requested) or the requesting

party, as the case may be.

Article 43 Evidence Production

(1) Where the parties have agreed on a timeline for the production of evidence or rules of evidence, such agreement shall prevail.

(2) Where the parties have not agreed on a timeline for the production of evidence or rules of evidence, or the agreement is ambiguous in relation to such timeline or rules of evidence, they shall submit evidence within 20 days from the date of receipt of the Notice of Acceptance or the Notice of Participating in the Arbitration.

(3) Where there is any difficulty for the parties to submit evidence within the prescribed time limit, they shall apply in writing for an extension of time within the prescribed time limit. The Arbitral Tribunal shall decide whether or not to grant such an extension of time.

(4) Where any of the parties applies for a witness to attend the hearing to give evidence, it shall list in the written application the identity information of such witnesses, matters to be testified and the language to be used by the witnesses.

(5) With respect to the legal and other professional matters, the parties may appoint expert witnesses to submit written opinions to the Arbitral Tribunal or to give evidence at the hearing.

(6) Unless otherwise agreed by the parties or specified in the Rules, the evidence or written documents submitted by the parties in a foreign language should be accompanied by a translated version in Chinese. The XAAC or the Arbitral Tribunal may, when it deems necessary, require the parties to provide translations in other languages.

(7) Any party who provides any forged or falsified evidence shall bear the adverse consequences accordingly.

Article 44 Examination of Evidence

(1) Unless otherwise agreed by the parties, the evidence shall be produced at the hearing, and the parties may examine on the evidence given.

(2) The Arbitral Tribunal may, if so required for the hearing, delegate the arbitrator or the arbitration secretary to arrange the parties to verify that the photocopies of the evidence are identical with the original thereof.

(3) Where a case is to be conducted on a documents-only or a paper-review-only basis, or where addition evidence is submitted after the hearing and the parties have agreed to examine such further evidence in written form, they shall submit their written opinions on the examination of the evidence within the time limit specified by the Arbitral Tribunal.

Article 45 Investigation by the Arbitral Tribunal

(1) Where a party makes an application and the Arbitral Tribunal deems it necessary, or where there is no such application but the Tribunal deems it necessary based on the particular circumstances of the case, the Tribunal may conduct investigations and collect evidence on its own initiative.

(2) When investigating the facts and collecting evidence on site, the Arbitral Tribunal may notify the parties to be present in a timely manner if it deems necessary. In the event that

any of the parties fails to be present after being notified, it will not affect the Tribunal's investigation of facts and collection of evidence.

(3) The evidence collected by the Arbitral Tribunal on its own initiative shall be forwarded to the parties who shall be given an opportunity to comment such evidence.

Article 46 Expert's Report and Appraiser's Evaluation Report

(1) The term "expert's report" mentioned in this Article refers to the opinion and judgment made by an expert on professional issues. The term "appraiser's evaluation report" means the opinion and judgment made by an employed professional with relevant qualifications or professional capabilities on relevant issues through such professional or technical means such as identification, auditing, evaluation, testing and inspection.

(2) Where the Arbitral Tribunal deems it necessary, or where any party so applies for and the Tribunal grants the application, the Tribunal may consult experts or appoint appraisers for clarification on specific issues of the case.

(3) Where the parties have agreed on the appointment of an expert or appraiser, such agreement shall prevail. Where the parties have not agreed on the appointment of experts or appraisers, or the agreement is ambiguous in relation to such appointment, the Arbitral Tribunal may notify the parties of jointly appointing an expert or appraiser within a prescribed time limit, or the parties may also jointly request the Tribunal to appoint an expert or appraiser within the above-mentioned time limit.

(4) The parties shall pay the expenses for experts or appraisers in advance according to the percentage agreed by them or as decided by the Arbitral Tribunal. Where the parties fail to make the payment in advance, the Tribunal shall have the power to decide not to arrange the consultation or appraisal. The ultimate bearer of such expenses shall be determined by the Tribunal.

(5) The Arbitral Tribunal has the power to request the parties to provide the expert or appraiser with any relevant documents, data, information, property, or other physical objects. The Tribunal shall decide upon any disagreement between any of the parties and the expert or appraiser as to whether the documents, data, information, property, or other physical objects required for consultation or appraisal are relevant to the case.

(6) The expert shall submit a written expert's report, and the appraiser shall present a written appraiser's evaluation report. Copies of the expert's report and the appraiser's evaluation report shall be forwarded to the parties for comments.

(7) Where the Arbitral Tribunal deems it necessary, or upon the request of any party, the Tribunal may notify the expert or appraiser to attend the hearing and to explain the expert's report or the appraiser's evaluation report.

(8) With the permission of the Arbitral Tribunal, the parties may ask the expert or appraiser questions related to the expert's report or the appraiser's evaluation report. Where the expert or appraiser refuses to appear in the hearing in person, the Tribunal shall have the power to disregard the expert's report or the appraiser's evaluation report.

Article 47 Suspension of Arbitral Proceedings

(1) Where both parties jointly, or a party, request the suspension of arbitral proceedings, or under circumstances where such suspension is necessary, the arbitral proceedings may be suspended.

(2) Where any of the parties requests to resume the arbitral proceedings, or where the XAAC or the Arbitral Tribunal deems it necessary, the arbitral proceedings shall be resumed.

(3) The decision on the suspension and resumption of arbitral proceedings shall be made by the XAAC before the constitution of the Arbitral Tribunal, or by the Arbitral Tribunal after the constitution of the Tribunal.

Article 48 Withdrawal of Application(s) and Dismissal of Case(s)

(1) Any party may withdraw the claim or the counterclaim in its entirety. Where the Claimant withdraws the claim in its entirety, the Arbitral Tribunal may still proceed with hearing the Respondent's counterclaim and to render an arbitral award thereon. Where the Respondent withdraws the counterclaim in its entirety, the Arbitral Tribunal may still proceed with hearing the Claimant's claim and to render an arbitral award thereon.

(2) A case may be dismissed if the claim and the counterclaim have been withdrawn in their entirety, or the arbitral proceedings cannot be continued for other reasons. Where a case is to be withdrawn prior to the constitution of the Arbitral Tribunal, such withdrawal shall be decided by the XAAC. Where a case is to be withdrawn after the constitution of the Arbitral Tribunal, such withdrawal shall be decided by the Tribunal.

(3) Where any party requests to withdraw the claim or the counterclaim in its entirety after the hearing, the Arbitral Tribunal may give the other party a reasonable opportunity to state its position on the withdrawal. Where the other party raises any justified objection thereto and the Tribunal believes that there is any legitimate and justified reason for the case to be resolved by rendering an arbitral award, the Tribunal shall have the power to continue the arbitral proceedings.

Article 49 Mediation by the Arbitral Tribunal

(1) During the hearing, the Arbitral Tribunal may conduct mediation upon the request of or with the consent of the parties.

(2) The Arbitral Tribunal may mediate in a manner it considers appropriate. With the consent of the parties, the mediation may be conducted by all or some members of the Tribunal.

(3) Where one party requests a non-party outside the case to participate in the mediation, and the other parties in the arbitration and the additional party so agree, the Arbitral Tribunal may notify the additional party to participate in the mediation.

(4) In the course of mediation by the Arbitral Tribunal, where any party proposes to terminate the mediation, or the Tribunal deems it impossible to achieve any successful mediation result, the mediation shall be terminated in a timely manner.

(5) Where the parties reach a settlement after mediation, any of them may withdraw the claim or the counterclaim, or request the Arbitral Tribunal to render an arbitral award or a mediation statement in accordance with the terms of the settlement agreement. The mediation statement and the arbitral award shall have the same legal effect.

(6) Where the mediation fails, any party may not rely on the acceptance or opposition

expressed in any statement, view, opinion, proposal or proposition by either party or by the Arbitral Tribunal in the mediation as the grounds for supporting any of its claims, defenses or counterclaims in the subsequent arbitral proceedings, judicial proceedings, or any other proceedings. The Tribunal shall not use the opinions expressed by the parties during the mediation as the basis for the award.

(7) Where the content of a mediation agreement reached by the parties is beyond the scope of an arbitration claim or an arbitration agreement, it shall be deemed to be a modification or acknowledgement of the parties regarding the scope of the claim or the agreement, except where such content is in conflict with the mandatory provision of the law applicable to the arbitral proceedings.

(8) The mediation statement shall specify the claim and the terms of a resulting mediation agreement reached by the parties. It shall be signed by the arbitrator(s), sealed by the XAAC and delivered to the parties. The mediation statement shall be legally binding after the parties sign an acknowledgement of receipt of the mediation statement.

(9) Where any of the parties reneges on its agreement before signing to acknowledge the receipt of the mediation statement, the Arbitral Tribunal shall render an arbitral award accordingly in a timely manner.

Article 50 Partial Mediation

(1) Where the parties, before the Arbitral Tribunal renders a final arbitral award, have settled part of the claim, the Tribunal shall either issue a partial mediation statement or render a partial award based on such agreement.

(2) The partial mediation statement shall be legally binding once the parties sign an acknowledge of receipt of the partial mediation statement.

(3) Where any of the parties reneges on its agreement before signing an acknowledgement of receipt of the partial mediation statement, the Arbitral Tribunal shall proceed with hearing the case.

Article 51 Settlement

(1) The parties may settle the dispute by themselves.

(2) Where any of the parties requests an arbitral award in accordance with a settlement agreement before the constitution of the Arbitral Tribunal, the Chairperson shall promptly appoint a sole arbitrator to constitute the Arbitral Tribunal, unless otherwise agreed by the parties. The parties may request the Arbitral Tribunal to render an arbitral award, a mediation statement or dismiss the case in accordance with the terms of the settlement agreement. Where the parties have reached a settlement agreement in the process of the hearing, they may request the Tribunal to render an arbitral award or a mediation statement, or to dismiss the case in accordance with the terms of such agreement.

(3) Where any of the parties has reached a settlement agreement but reneges on its agreement after having withdrawn the Application for Arbitration, it may apply for a subsequent arbitration in accordance with the arbitration agreement.

(4) Where the Arbitral Tribunal has reasonable doubts on the legality and authenticity of the settlement agreement, or believes that an arbitral award or a mediation statement based on the content of the agreement may harm the interests of, non-party or the public interest, it

may reject the parties' requests to render an award or a mediation statement based on the terms of such agreement.

Chapter VI Decisions and Awards

Article 52 Decisions

(1) The Arbitral Tribunal has the power to decide on procedural matters relating to the hearing of the case.

(2) Any decision of the Arbitral Tribunal consisting of three arbitrators shall be rendered by a majority opinion of arbitrators. Where the Tribunal fails to reach a majority decision, the opinion of the presiding arbitrator shall prevail.

(3) The decision shall be legally binding upon the parties from the date of rendering it.

Article 53 Early Dismissal of Application for Arbitration and Defenses:

(1) Any of the parties may apply to the Arbitral Tribunal for early dismissal of the Application for Arbitration or the defense based on any of the following grounds:

(i) The Application for Arbitration or the defense obviously lacks legal basis;

(ii) The Application for Arbitration or the defense clearly exceeds the jurisdiction of the Arbitral Tribunal; or

(iii) Even if the issue of law or fact is raised by the other party and presumed to be correct, the Arbitral Tribunal could not render an award in favor of that party raising the issue.

(2) Where any of the parties applies early dismissal of the Application for Arbitration or the defense, it shall submit its application in writing to state the facts and legal basis of such application before the first hearing. Where the Arbitral Tribunal allows the application to be made, it shall give the parties an opportunity to submit on the application. The Arbitral Tribunal shall make a decision or award on the application and briefly give reasons within 20 days from the date of hearing the parties' submissions on the application.

Article 54 Time Limit for Rendering an Award

(1) For an arbitration case in Chinese Mainland, the Arbitral Tribunal shall render an award within five months from the date of acceptance of the Application for Arbitration by the XAAC.

(2) For an international or foreign-related arbitration case involving the Hong Kong Special Administrative Region, Macao Special Administrative Region or Taiwan Area, the Arbitral Tribunal shall render an award within seven months from the date of acceptance of the Application for Arbitration by the XAAC.

(3) Where the expedited procedure in Chapter VII is applied, the Arbitral Tribunal shall render an award within three months from the date of acceptance of the Application for Arbitration by the XAAC.

(4) Where there are special reasons to extend the time limit prescribed above, the Arbitral Tribunal shall submit it to the XAAC for determination. Where the XAAC agrees with the extension, the case can be extended accordingly.

(5) The aforementioned “time limit for hearing an arbitration case” refers to the duration from the next day after case acceptance to the day of rendering an arbitral award or producing a mediation statement. The above-mentioned period does not include the time during the hearing on jurisdictional challenge, files a counterclaim, changes an arbitral claim or counterclaim, or requests to postpone evidence production or the hearing; or constitutes the Arbitral Tribunal, or an arbitrator is challenged or replaced; or the arbitral proceedings are suspended; expert appraisal or consultation is conducted; or the case is mediated and the time of delivering the document as that for the settlement allowed by the Tribunal upon the parties’ request in writing.

Article 55 Rendering of the Award

(1) The Arbitral Tribunal shall render an arbitral award in a fair and reasonable, independent and impartial manner, based on the facts and in accordance with the applicable laws and recognized legal principles, and with reference to commercial practices.

(2) In the arbitral award, the Arbitral Tribunal shall state the claims, facts of the dispute, reasons on which the award is based, findings of the award, the allocation of arbitration fees as well as the date of rendering the award. The facts of the dispute and reasons on which the award is based may not be stated in the arbitral award if the parties have so agreed, or the arbitral award is rendered in accordance with the terms of a settlement agreement between the parties. The Tribunal has the power to determine the specific time limit for the parties to perform the arbitral award and the liabilities for failure to perform the arbitral award within the specified time limit.

(3) Where a case is heard by the Arbitral Tribunal consisting of three arbitrators, the arbitral award shall be rendered based on the opinions of the three arbitrators or a majority opinion of the arbitrators. A written dissenting opinion of the minority of arbitrators shall be kept with the file and may be attached to the award, but such written opinion will not form a constituent part of the award. Where the Tribunal could not reach a majority opinion, the arbitral award shall be rendered in accordance with the opinion of the presiding arbitrator. The written opinions of the other two arbitrators shall be kept with the file, and may be attached to the award, but such written opinions will not form a constituent part of the award.

(4) The arbitral award shall be signed by arbitrators. The arbitrator who has a dissenting opinion may or may not sign the arbitral award.

(5) The arbitral award is final and binding upon the parties, and is legally binding from the date on which it is rendered.

(6) The seal of the XAAC shall be affixed to the arbitral award.

(7) The XAAC may, with the written consent of the parties, publish the arbitral award.

Article 56 Interim Award and Partial Award

(1) Where the Arbitral Tribunal deems it necessary, or where a party so requests and the Arbitral Tribunal approves, the Tribunal may, prior to a final arbitral award, render an interim award on any procedural issues. If there is any order for performance in the interim award, the parties shall perform it accordingly, but the fact on whether or not the award is performed will not affect the progress of arbitral proceedings and the rendering of the final arbitral award.

(2) Where the Arbitral Tribunal deems it necessary, or where a party so requests and the Arbitral Tribunal approves, the Tribunal may, prior to a final arbitral award, render a partial award on any part of the claims. A partial award is final and binding upon the parties. Failure to perform a partial award by any party will neither affect the progress of arbitral proceedings nor the rendering of the final award.

Article 57 Scrutiny of Draft Arbitral Award

The Arbitral Tribunal shall submit the draft arbitral award to the XAAC for scrutiny before signing. The XAAC may suggest modifications to the format of the draft award and may also draw the attention of the Tribunal to substantive issues, but this will not affect the independence of the Tribunal in rendering an award.

Article 58 Supplement and Correction to an Award

(1) Within 30 days after the receipt of an arbitral award, any of the parties may apply to the Arbitral Tribunal in writing for any correction of textual, typographical or computational errors, or other errors contained in the award. If such an error or omission does exist in the award, the Tribunal shall make an additional award within 30 days of the receipt of such written request.

(2) The Arbitral Tribunal shall notify the parties if it refuses any application for supplement and correction to an award.

(3) The Arbitral Tribunal may supplement or correct the arbitral award in writing by itself within a reasonable period of time after the rendering of the award.

(4) If necessary, the Arbitral Tribunal has the right to extend the time limit for the supplement and correction to an award.

(5) The above-mentioned written supplements and corrections constitute part of the arbitral award, and are applicable to the relevant provisions of Article 55 of the Rules.

(6) The provisions of this Article are applicable to the supplements and corrections of any written decision or mediation statement.

Article 59 Interpretation of an Arbitral Award

(1) The parties may request the Arbitral Tribunal to explain the content of an arbitral award within 30 days from the date of receipt of the award. Where the Tribunal considers that the reason for the request is justified, it may make a written or oral explanation of the content of the award within 45 days from the date of receipt of such request.

(2) Where an arbitral award after corrections of errors and/or supplements in accordance with Article 58 of the Rules necessitates an interpretation of the award, the Arbitral Tribunal shall have the power to interpret the award.

(3) The interpretation of the arbitral award shall not form a part of the award.

Article 60 Re-Arbitration

(1) Where a People's Court having jurisdiction issues a notice of re-arbitration, the original Arbitral Tribunal shall decide whether to re-arbitrate the case within the time limit specified by the People's Court, and the XAAC shall notify the People's Court of the Tribunal's decision.

(2) Where a member of the original Arbitral Tribunal is unable to perform the functions and duties due to having voluntarily withdrawn from the case, or the challenge by any of the parties, or other reasons, the Tribunal shall be reconstituted in accordance with the provisions of the Rules at the discretion of the XAAC.

(3) The Arbitral Tribunal shall decide the specific arbitral proceedings for the case to be re-arbitrated. The Notice of the Hearing is not subject to the time limit stipulated in Paragraph 1 of Article 38 of the Rules. Where the parties fail to present any new facts or evidence, or the Tribunal deems it unnecessary to hold an hearing, it may hear the arbitration case based on the documents available.

Chapter VII Expedited Procedure

Article 61 Application of Expedited Procedure

(1) An expedited procedure may be applicable to any arbitration case where the amount in dispute does not exceed RMB 1,000,000; or to any case where the amount in dispute exceeds RMB 1,000,000 but the parties consent in writing on the application of an expedited procedure; or to any case where the parties agree to apply such procedure.

(2) Where the amount in dispute is not clear, the XAAC may decide whether or not to apply the expedited procedure after taking into full consideration the degree of complex of the case and the interests involved in the arbitration as well as any other relevant factors.

Article 62 Defense and Counterclaim

(1) The Respondent shall submit the Statement of Defense and relevant supporting documents within 10 days from the date of receipt of the Notice of Arbitration.

(2) The Respondent shall submit its counterclaim (if any) in writing within 10 days from the date of receipt of the Notice of Arbitration. The Claimant shall submit the Statement of Defense to the Counterclaim within the time limit specified in Paragraph 1 of this Article.

Article 63 Constitution of the Arbitral Tribunal

The Arbitral Tribunal consisting of a sole arbitrator shall be formed in accordance with Article 30 of the Rules to hear the case applicable to the expedited procedure.

Article 64 Modes of Hearing

(1) Where the parties have agreed on the mode of the hearing, such agreement shall prevail.

(2) Where the parties have not agreed on the mode of the hearing or the agreement is ambiguous in relation to such mode, the Arbitral Tribunal may hear the case in the manner it deems appropriate.

Article 65 Notice of Hearing

(1) After the Arbitral Tribunal has fixed a date for the first hearing, it shall notify the parties at least five days prior to the hearing. Any party having legitimate reasons may request a postponement of the hearing. However, such request shall be raised in writing to the

Tribunal at least three days prior to the date fixed for case hearing. The Tribunal shall decide whether or not to postpone the hearing.

(2) Where any party having legitimate reasons, fails to submit an application for the postponement of the hearing within the time limit specified in Paragraph 1 of this Article, the Arbitral Tribunal may still decide on whether or not to postpone the hearing.

(3) The notice on the time of a reopened or postponed hearing is not subject to the time limit specified in Paragraph 1 of this Article.

(4) Upon the request by any of the parties and approved by the Arbitral Tribunal, or proposed by the Tribunal and agreed by the parties, the hearing may be conducted ahead of the schedule.

Article 66 Change of the Procedure

(1) Any amendment to the claim or the filing of a counterclaim by the parties will not affect the progress of hearing the arbitration case in the expedited procedure.

(2) Where the amount in dispute of the amended claim or that of the counterclaim exceeds RMB 1,000,000, upon the request by any of the parties' or the proposal by the Arbitral Tribunal, the XAAC may, if it deems necessary, order that the arbitral proceedings shall no longer be conducted with the expedited procedure and be converted to the ordinary procedure.

(3) Where the arbitral proceedings is converted from the expedited procedure to the ordinary procedure after the constitution of the Arbitral Tribunal, the parties shall, within five days from the date of receipt of a Notice on Procedural Change, nominate, or authorize the Chairperson to appoint, arbitrators in accordance with Article 29 of the Rules. Where the parties fail to do so within the above-mentioned time limit, the Chairperson shall appoint the arbitrator(s) for them. Unless otherwise agreed by the parties, the sole arbitrator in the original Arbitral Tribunal shall become the presiding arbitrator in the reconstituted Arbitral Tribunal.

(4) The reconstituted Arbitral Tribunal shall decide whether or not the arbitral proceedings conducted before the reconstitution of the Arbitral Tribunal shall be resumed.

Article 67 Miscellaneous Provisions

Any matters not covered in this Chapter shall be governed by the relevant provisions in the other Chapters of the Rules.

Chapter VIII Time Limits and Services

Article 68 Time Limits

(1) Any time limit specified in or fixed in accordance with the *XAAC Arbitration Rules* shall be counted on the day following the date on which such period commences. The day on which such period commences does not form part of the time limit.

(2) If the day following the date on which the time limit commences is a public holiday or a non-business day at the place of the addressee, such period shall be counted on the first following business day. Public holidays or non-business days occurring within such period

shall be counted in when calculating the time limit. If the last day of the time limit falls on a public holiday or a non-business day, such period shall expire on the first following business day.

(3) Where any party breaches the time limit because of force majeure events or other legitimate reasons, it may apply for an extension of time within 10 days after the removal of the obstacle. A decision shall be made on whether or not to approve such application by the Arbitral Tribunal, or by the XAAC before the constitution of the Tribunal, as the case may be.

Article 69 Service

(1) Where the parties have agreed on the means of service, such agreement shall prevail.

(2) Where the parties have not agreed on the means of service, or the agreement is ambiguous in relation to such means, arbitration documents may be served through delivery in person, registered mail, express mail, facsimile, email, and other methods. The XAAC or the Arbitral Tribunal shall have the power to adopt appropriate delivery methods based on the specific circumstances of the case.

(3) Where there is any of the following circumstances in delivering arbitration documents to any party or its representative by the XAAC, it shall be deemed to have been properly served:

(i) The arbitration documents are delivered to the system where the electronic address is located, place of business, place of registration, place of residence, address indicated on the household registration or on the ID card, address confirmed with the XAAC in writing, any effective address for external use, the address provided under the parties' agreements or any other correspondence address that the XAAC deems appropriate;

(ii) The arbitration documents are delivered to the addressee's last known correspondence address, place of business, place of registration, place of residence, or place of habitual residence; or

(iii) Where any of the parties or its representative(s) fails to notify the XAAC of its address change after having received the arbitration documents, the XAAC has delivered the subsequent arbitration documents to the original service address of the addressee.

(4) Where the service is delivered by electronic means, the date on which the information is delivered reaches the specific system of the recipient shall be the date of service. If two or more delivery methods are adopted, the time of service is subject to the time at which such documents have been first served to the addressee.

(5) Where the parties provide incorrect correspondence addresses, hide or refuse to provide the service addresses, or fail to inform the XAAC of the change of service addresses, they shall bear the legal consequences of the addressees' failure to receive the XAAC's service of the relevant arbitration document thereof.

Chapter IX Supplementary Provisions

Article 70 Arbitration Fees

(1) The parties shall make advance payment of the arbitration fees to the XAAC in full amount in accordance with the *XAAC Arbitration Fee Schedule*.

(2) In addition to collecting the arbitration fees from the parties in accordance with the *Arbitration Fee Schedule*, the XAAC may also collect other reasonable costs from the parties, which include but are not limited to the travel expenses of the arbitrator(s), the lodging and meal expenses, the fees for stenographic service, and the fees for experts, appraisers and interpreters as well as the costs for expert deliberation.

(3) Where the parties agree to apply other arbitration rules, the XAAC may charge in accordance with the arbitration fee schedule stipulated by such other arbitration rules. Where there is no arbitration fee schedule in such other rules, the parties shall pay the fees in advance in accordance with the *XAAC Arbitration Fee Schedule*.

Article 71 Allocation of Costs

(1) The Arbitral Tribunal has the power to decide the arbitration fees and other expenses to be borne by the parties, including the arbitration fees and actual expenses that the parties shall pay in accordance with the *XAAC Arbitration Fee Schedule*, as well as the reasonable expenses incurred by the parties for arbitration.

(2) Unless otherwise agreed by the parties or specified in the Rules, the arbitration fees shall in principle be borne by the losing party. However, the Arbitral Tribunal may, after considering the relevant circumstances, decide the proportion of the arbitration fees it deems reasonable that shall be borne by the respective parties. Where the parties settle the case by themselves or through mediation by the Tribunal, they may negotiate and finalize their respective proportion of the fees to be borne thereby.

(3) Where there is any breach of the Rules or any non-performance of the decision of the Arbitral Tribunal which results in a delay in the arbitral proceedings, the allocation of arbitration fees shall not be limited by the provisions of the preceding paragraph of this Article. Where there are other expenses incurred or increased due to such delay in the arbitral proceedings, the party causing the delay shall also bear such costs so incurred or increased.

(4) The Arbitral Tribunal may, pursuant to any party's request, order the losing party to bear the winning party's reasonable costs and expenses for the conduct of the arbitration, including but not limited to lawyer's fees, the costs of preservation measures, travel and accommodation expenses, notarial fees and costs for giving evidence by witnesses. When the Tribunal determines the amount of above-mentioned costs and expenses, it shall take relevant factors into consideration such as the outcome and complexity of the case, the actual workload of the parties or their lawyers as well as the amount in dispute.

Article 72 Confidentiality

(1) The arbitration case shall be confidential and shall not be heard in public. Where the parties agree to make the hearing public, the case may be heard in public, except in cases where state secrets are involved.

(2) Where an arbitration case is confidential, all individuals involved in the arbitration such as the parties and their representatives, witnesses, interpreters, arbitrators, experts, appraisers, arbitration secretary and staff of the XAAC shall not disclose any substantive or procedural information in relation to the arbitration case, unless otherwise stipulated by the

law or the Rules.

Article 73 Challenge to Arbitration Secretary

(1) Any challenge to an arbitration secretary shall be handled by reference to the provisions of Article 33 of the Rules.

(2) The challenge to an arbitration secretary shall be decided by the Chairperson.

Article 74 Assistance in *Ad Hoc* Arbitration

The XAAC may assist in an *ad hoc* arbitration upon any of the parties' application, and shall separately prescribe the applicable guidelines and the relevant fee schedule for such *ad hoc* arbitration.

Article 75 Expert Deliberation

The XAAC has established an expert committee, and the Arbitral Tribunal or the parties may refer to the expert committee for difficult and complex issues in the arbitration. The opinions of the expert committee are for the reference of the Arbitral Tribunal.

Article 76 Form of Signature or Seal

Both the signature(s) of the arbitrator(s) and the seal of the XAAC in the arbitration documents may be signed or affixed either physically or electronically.

Article 77 Application of Information Technology

Unless otherwise agreed by the parties, the XAAC or the Arbitral Tribunal may decide to conduct all or part of the arbitral proceedings through technological means, including but not limited to the online case registration, service, hearing, and examination of evidence.

Article 78 Exclusion of Liability

(1) Any arbitrator, including any Emergency Arbitrator, any person appointed by the Tribunal, including any expert and any appraiser, the Chairperson, Secretary-General, Arbitration Secretary and staff of the XAAC, shall not be liable to any person for any act in connection with the arbitration, unless otherwise stipulated by the law.

(2) Any arbitrator, including any Emergency Arbitrator, any person appointed by the Tribunal, including any expert and any appraiser, the Chairperson, Secretary-General, Arbitration Secretary and staff of the XAAC, shall not be under any obligation to make any statement in connection with any act in the arbitration. No party shall require or compel any of the above-mentioned persons to serve as a witness in any legal proceedings.

Article 79 Interpretation of the Rules

(1) The headings of the articles in the Rules are not construed as interpretations of the provisions contained therein.

(2) The XAAC shall have the power to interpret the Rules.

(3) Other documents issued by the XAAC do not constitute any part of the Rules, unless it so states otherwise.

Article 80 Language of the Rules

The original version of the Rules is Chinese. If the version in any other language is different from or inconsistent with the Chinese version, the Chinese version shall prevail.

Article 81 Entry into Effect

The Rules shall come into effect as of September 1, 2023 upon the deliberation and approval of the XAAC. From the date of the entry into effect, all cases accepted by the XAAC shall be governed by the Rules. For cases accepted by the XAAC before the entry into effect, the arbitration rules at the time of case acceptance shall be applicable; or where the parties agree, the Rules may also be applicable.

Appendix I Emergency Arbitrator Procedure

Emergency Arbitrator Procedure

Article 1 Application for Emergency Arbitrator Procedure

(1) Before the constitution of the Arbitral Tribunal, any party who needs to apply for any emergency interim relief may, based on the applicable laws to the arbitration, file a written application to the XAAC for the appointment of an emergency arbitrator. The decision on whether to grant such application for the appointment shall be made by the XAAC.

(2) The Application for Emergency Arbitrator Procedure shall include the following content:

- (i) Names of the parties involved in the case and other basic information;
- (ii) Description of the underlying dispute giving rise to the Application and the grounds on applying for interim emergency measures for relief;
- (iii) Statement on the nature of the emergency interim relief sought and the grounds on the Applicant's entitlement to such emergency relief;
- (iv) Other necessary information required in applying for emergency interim relief; and
- (v) Opinions on the applicable laws and the language of the Emergency Arbitrator Procedure.

(3) When filing the Application, the Applicant shall attach the evidence and other relevant supporting documents for the Application, including but not limited to the Arbitration Agreement and any other agreements giving rise to the underlying dispute.

Such documents as the Application and the evidence shall be submitted in triplicate. Where there are multiple parties in the case, additional copies shall be provided accordingly.

(4) The Applicant shall make an advance payment for the costs involved in the Emergency Arbitrator Procedure.

(5) Where the parties have agreed on the language of arbitration, such language shall be the language of the Emergency Arbitrator Procedure. In the absence of such agreement, the language of the Procedure shall be determined by the XAAC.

Article 2 Acceptance of Application and Appointment of the Emergency Arbitrator

(1) After a preliminary review on the basis of the Application, the Arbitration Agreement and relevant evidence submitted by the Applicant, the XAAC shall decide whether or not the Emergency Arbitrator Procedure is applicable. Where the XAAC decides to apply the Emergency Arbitrator Procedure, it shall appoint an emergency arbitrator within two days after receipt of both the Application and the advance payment of the fees required for the emergency arbitrator.

(2) After appointing the emergency arbitrator, the XAAC shall promptly transfer the Notice of Acceptance and the Applicant's application materials to the appointed emergency arbitrator.

Article 3 Disclosure of and Challenge to the Emergency Arbitrator

(1) An emergency arbitrator shall not represent either party, and shall remain independence from the parties and treat them impartially.

(2) Upon the acceptance of the appointment, the emergency arbitrator shall sign a Declaration and disclose to the XAAC any facts or circumstances that are likely to give rise to justifiable doubts as to his or her impartiality or independence in the case. If circumstances that need to be disclosed occur during the Emergency Arbitrator Procedure, the emergency arbitrator shall promptly disclose such information in writing.

(3) The written disclosure of the emergency arbitrator shall be communicated to the parties via the XAAC.

(4) Such matters as the disclosure of and challenge to an emergency arbitrator shall be handled in accordance with Articles 32 and 33 of the Rules. Any party wishing to challenge an emergency arbitrator on the basis of the matters disclosed by the arbitrator shall submit the challenge in writing within two days after the receipt of the written disclosure. If any of the parties fail to submit the challenge in writing within the above-mentioned time limit, it may not subsequently challenge the arbitrator on the grounds of the matters disclosed by that arbitrator.

(5) The Chairperson shall make a final decision on the challenge of an emergency arbitrator. Where the challenge to the original emergency arbitrator is accepted, the Chairperson shall reappoint another emergency arbitrator within two days after the date of making the decision to confirm such challenge. The emergency arbitrator who has been challenged shall continue to perform the functions and duties before a final decision on the challenge is made.

(6) Unless otherwise agreed by the parties, the emergency arbitrator may not accept any nomination or appointment to act as a member of the Arbitral Tribunal in any arbitration case relating to the dispute.

Article 4 Decisions of the Emergency Arbitrator

(1) The emergency arbitrator has the power to review the application for interim relief submitted by the applicant in a manner that it deems appropriate, but he or she shall ensure that the parties are given reasonable opportunities to be heard.

(2) The emergency arbitrator has the power to make a decision on any necessary interim emergency measures for relief in accordance with the law applicable to the arbitration. He or she may require the party applying for interim measures to provide appropriate security as a condition to any such decisions or directions.

(3) The decision of the emergency arbitrator shall be made within 15 days from the date of acceptance of the appointment. Under special circumstances, the Chairperson may extend the time limit for making the decision upon the application of the emergency arbitrator.

(4) The decision of the emergency arbitrator shall state the reasons for granting any emergency interim measures for relief, which shall be signed by the emergency arbitrator and affixed with the seal of the XAAC.

(5) The decision of the emergency arbitrator is binding upon the parties. Any party may apply for the enforcement of the decision in a competent court pursuant to the relevant laws of the enforcing state or region. Where any party raises the request and gives reasons, the

emergency arbitrator or the Arbitral Tribunal shall have the power to modify, suspend or terminate such decision.

(6) The emergency arbitrator may decide to dismiss the Application of the Applicant and terminate the emergency arbitrator procedure where he or she deems that the emergency interim measures for relief are unnecessary or cannot be granted for various reasons.

(7) The decision of the emergency arbitrator will be no longer binding to the parties under any of the following circumstances:

- (i) The emergency arbitrator or the Arbitral Tribunal has terminated such decision;
- (ii) The Chairperson has decided to accept a challenge against the emergency arbitrator;
- (iii) The Arbitral Tribunal has rendered a final arbitral award;
- (iv) The Applicant has withdrawn all its claims before the emergency arbitrator renders a decision;
- (v) Where the Arbitral Tribunal has not been constituted within 90 days after the decision of the emergency arbitrator; or
- (vi) The arbitral proceedings have been suspended for 60 consecutive days after the constitution of the Arbitral Tribunal.

Article 5 Allocation of the Costs for Emergency Arbitrator Procedure

(1) The Applicant shall make an advance payment for the costs in relation to the emergency arbitrator procedure in accordance with the *XAAC Arbitration Fee Schedule*. The XAAC has the power to request the Applicant to pay in advance any other reasonable costs.

(2) The emergency arbitrator shall determine the allocated proportion of the costs in relation to the emergency arbitrator procedure to be borne by the parties in his or her decision.

(3) Where the emergency arbitrator procedure is terminated before the emergency arbitrator has made a decision, the XAAC shall have the power to decide the amount and proportion of the costs in relation to the emergency arbitrator procedure refundable to the Applicant.

Article 6 Miscellaneous Provisions

The XAAC shall have the power to interpret the rules on the *Emergency Arbitrator Procedure*.