

**STATUTE
OF THE ARBITRATION COURT OF THE SLOVAK BAR ASSOCIATION**

Pursuant to the Statute in force as from September 2, 2019 published in Commercial Gazette No. 168/2019 of September 2, 2019, the Slovak Bar Association, as a self-regulated professional organization and legal person established by Act No. 586/2003 Coll. on Advocacy and on Amending and Supplementing Act No. 455/1991 Coll. on Trade Licenses (the Trade Licensing Act), as amended, is, pursuant to the Fourth Head of the First Part of Act No. 244/2002 Coll. on Arbitration, as amended, the founder of the permanent arbitration court called the Arbitration Court of the Slovak Bar Association, having its seat in Bratislava, Slovak Republic.

The Slovak Bar Association amends and replaces that Statute, which now reads as follows:

Article I

Legal Status and Competence of the Permanent Arbitration Court of the Slovak Bar Association

- (1) **Arbitration Court.** The Slovak Bar Association (the “Association”), as a self-regulated professional organization and legal person established by Act No. 586/2003 Coll. on Advocacy and on Amending and Supplementing Act No. 455/1991 Coll. on Trade Licenses (the Trade Licensing Act), as amended, is, pursuant to the Fourth Head of the First Part of Act No. 244/2002 Coll. on Arbitration, as amended (the “**Arbitration Act**”), the founder of the permanent arbitration court called the Arbitration Court of the Slovak Bar Association, having its seat in Bratislava, Slovak Republic (the “**Arbitration Court**”).
- (2) **Statute.** The Association issues this Statute of the Arbitration Court (the “**Statute**”) pursuant to Section 12 paragraph 2 and Section 13 of the Arbitration Act.
- (3) **Legal status.** The Arbitration Court is an independent organizational branch of the Association and does not have own legal capacity.
- (4) **Activity.** The Arbitration Court conducts arbitrations in the Slovak Republic and makes arbitral decisions pursuant to the Arbitration Act, the Statute, and the Rules of Procedure of the Arbitration Court (the “**Rules of Procedure**”).
- (5) **Resolution of disputes.** The Arbitration Court decides on disputes through a one or a three member arbitral tribunal in arbitration conducted pursuant to the Arbitration Act, the Statute, the Rules of Procedure, and the parties’ agreement. Arbitration before the Arbitration Court is closed to the public.
- (6) **Competence.** The Arbitration Court decides on disputes that are capable of settlement by arbitration pursuant to Section 1 of the Arbitration Act. The Arbitration Court does not decide on disputes that can only be resolved in consumer arbitration.

Article II

Bodies of the Arbitration Court

- (1) The Arbitration Court has the following bodies:

- (a) the board of the Arbitration Court (the “**Board**”),
- (b) the president of the Board (the “**President**”),
- (c) the vice president of the Board (the “**Vice President**”), and
- (d) the secretary of the Arbitration Court (the “**Secretary**”).

Article III
The Board, President, and Vice President

- (1) **Board.** The Board manages the activities of the Arbitration Court, performs duties set out in the Statute, and renders decisions within its competence, except for those that the Statute reserves for the President, arbitrators or the Secretary.
- (2) **Composition and office term.** The Board has five members. The board of the Association elects the Board members for a three year term. A Board member may also be repeatedly re-elected.
- (3) **Incompatibility of offices.** The office of a Board member is incompatible with the mandate of acting as an arbitrator in arbitrations before the Arbitration Court and, except for the case set out in Article IV(5) of the Statute, as the Secretary. A Board member cannot represent a party in arbitration before the Arbitration Court.
- (4) **Confidentiality obligation.** A Board member is obliged, even after his term in office has terminated, to keep all information confidential which he learned when performing this function or in relation to it to the extent set out in Section 8 paragraph 4 of the Arbitration Act.
- (5) **Termination of office.** A Board member’s term in office terminates upon (i) the last day of the office term, (ii) revocation by the board of the Association pursuant to Article III(6) of the Statute, (iii) a Board member’s withdrawal from office effective as of the date of delivery of the withdrawal notice to the Secretary unless such notice provides for a later effective date, (iv) full loss of legal capacity, or (v) death.
- (6) **Revocation.** The board of the Association may only revoke a Board member based on serious grounds. Unless the decision on revocation provides for a later effective date, the revocation is effective on the date of delivery of the decision to the revoked Board member. The board of the Association ensures that the Board is always properly occupied and that the President’s and Vice President’s offices are always occupied.
- (7) **President.** The board of the Association elects the President from among the Board members. The President manages the work of the Board and decides on the following matters:
 - (a) after having reviewed an arbitrator’s declaration on independence, impartiality, qualification, and acceptance of the appointment of the arbitrator’s mandate (the “**Declaration of Independence and Impartiality**”) and prospective comments of the parties as to its content, the President confirms the appointment of the nominated person to act as an arbitrator and informs the Secretary of the confirmation; if the President does not confirm the nomination of that person, the President submits the

Declaration of Independence and Impartiality to the Board for a final decision under Article III(10)(c) of the Statute,

- (b) decides on the acceptance of the arbitrator's withdrawal from the office under Article IV(7) of the Rules of Procedure; if the President does not accept the withdrawal, he submits it to the Board for a decision under Article III(10)(f) of the Statute,
 - (c) after the delivery of a statement of claim, the President prima facie assesses the Arbitration Court's jurisdiction to act and decide on the dispute submitted to the Arbitration Court and acknowledges the acceptance of the dispute to the Secretary together with information as to whether the supplementary rules for resolving selected types of disputes apply to the dispute; if the President does not acknowledge the acceptance of the dispute to the Secretary, he will submit it to the Board for a prima facie assessment under Article III(10)(b) of the Statute and decision on the application of the supplementary rules for resolving selected types of disputes,
 - (d) if the parties did not agree on the number of arbitrators, the President decides whether the dispute will be decided by a one or a three member arbitral tribunal, whereby he takes into account the complexity and financial value of the asserted claims,
 - (e) the President confirms the termination of the arbitrator's mandate by a decision because of (i) the arbitrator's revocation by a general court, (ii) the arbitrator's revocation by the Board under Article IV(8) of the Rules of Procedure, or because (iii) the arbitrator no longer satisfies the general requirements for Inscription under Article V(3) of the Statute, and
 - (f) on termination of a proceeding in the cases set out in Article VI(6)(a) through VI(6)(f) of the Rules of Procedure.
- (8) **Vice President.** The board of Association elects the Vice President from among the Board members. The Vice President represents the President (i) in matters that can suffer no delay and where the President is incapable of performing the office because of health reasons, long-term absence, or busyness, or (ii) in matters which the President authorized.
- (9) **Meetings and decision-making.** The President convenes the Board meetings so that they are held at least once per year and whenever a situation, at the President's discretion, so requires. The President shall always convene the Board at the Secretary's request. The Board meetings are held at the seat of the Arbitration Court or at any other convenient location in the Slovak Republic. In justified situations, the Board members may participate in the meetings via telephone or video-conference. The President chairs the Board meetings and approves the minutes of such meetings. The Board meeting has a quorum if it is attended by more than half of the Board members. The Board decides by majority of all votes, except for decisions on the inscribing into and deletion from the list of arbitrators of the Arbitration Court (the "**List of Arbitrators**"), which requires the consent of all Board members. The Board may also decide *per rollam*.
- (10) **Decision-making of the Board.** The Board decides, in particular, on the following matters:

- (a) decides on the inscribing into or the deletion from the List of Arbitrators,
 - (b) upon the President's motion under Article III(7)(c) of the Statute and after the prima facie assessment of the Arbitration Court's jurisdiction, it decides on the acceptance or refusal of a dispute submitted to the Arbitration Court; the Board will only refuse the dispute if it concludes, after the prima facie assessment, that the Arbitration Court clearly does not have jurisdiction to decide on the submitted dispute; the Board shall notify the Secretary of its decision,
 - (c) upon the President's motion under Article III(7)(a) of the Statute, it decides on the acceptance or refusal of an arbitrator or a substitute arbitrator nominated by the party or parties; it shall notify the Secretary of the decision,
 - (d) on appointing an arbitrator or a substitute arbitrator if (i) a party or parties fail to comply with the time limit for the nomination, (ii) the appointed arbitrators fail to comply with the time limit for the nomination of the presiding arbitrator, (iii) the person nominated by a party or by two arbitrators does not satisfy the qualification criteria agreed by the parties, (iv) the Board refused to confirm the arbitrator nominated by the party, parties, or two arbitrators, or (v) if it is so authorized by the parties' agreement,
 - (e) on a challenge of bias against an arbitrator under Article IV(6) of the Rules of Procedure,
 - (f) upon the President's motion under Article III(7)(b) of the Statute, the Board decides on the acceptance of the arbitrator's withdrawal from the office pursuant to Article IV(7) of the Rules of Procedure,
 - (g) on revocation of an arbitrator or arbitrators pursuant to Article IV(8) of the Rules of Procedure,
 - (h) on consolidation of multiple arbitrations pursuant to Article II(10) of the Rules of Procedure,
 - (i) on appointment of an arbitrator for the review of an arbitral award pursuant to Article X of the Rules of Procedure,
 - (j) on authorizing one of the arbitrators inscribed into the List of Arbitrators to decide on a request to order interim measure before the appointment of an arbitral tribunal as well as on authorizing one of the arbitrators inscribed into the List of Arbitrators to decide on an objection to the ordered interim measure pursuant to Article VII(5) of the Rules of Procedure, and
 - (k) on the application of the supplementary rules for resolving selected types of disputes, unless the President has decided on this matter pursuant to Article III(7)(c) of the Statute.
- (11) **Report on activity.** The Board submits a report on the Arbitration Court's activity for the calendar year to the board of the Association by March 31 of the following calendar year.

- (12) **Education and exams.** The Board ensures the education of registered legal trainees and advocates in the field of arbitration.
- (13) **Preparation of documents.** The Board arranges for the preparation and update of standardized documents (e.g. templates of submissions, a template of the Declaration of Independence and Impartiality), guidelines (e.g. on keeping reasonable costs and duration of arbitration), and recommendations (e.g. for the correct assessment of potential conflicts of interests and for impartial taking of evidence).
- (14) **Cooperation.** The Board ensures cooperation with other permanent arbitration courts, foreign arbitration courts, and arbitral institutions, and acts in support of using arbitration as a suitable alternative to general courts and of developing arbitration awareness in the Slovak Republic.

Article IV Secretary

- (1) **Supporting role.** The Secretary is an organizational and administrative function for the support of the effective operation of the Arbitration Court.
- (2) **Appointment, revocation, and term of office.** The Board appoints and revokes the Secretary. The Secretary term in office is not limited by time.
- (3) **Duties.** The Secretary performs duties resulting from the Statute, the Rules of Procedure, and to which he was entrusted by the Board or President. Within organizational and administrative matters, the Secretary is responsible, in particular, for (i) communication with the parties and third parties, (ii) the Secretariat's operation, (iii) operation of the Arbitration Court's website, (iv) preparing and supporting an oral hearing, (v) designating and signing the effectiveness statements on arbitral decisions, (vi) publishing and updating the List of Arbitrators, (vii) publishing and updating the Statute and the Rules of Procedure, (viii) drawing up minutes of the Board meetings and the confirmations on the adoption of a decision outside of the Board meeting, and (ix) preparing the Arbitration Court's report on activity pursuant to Article III(11). The Secretary determines the value of a dispute for the purposes of determination of the fees of arbitration.
- (4) **Board meetings.** The Secretary prepares the Board meetings, participates in them without voting rights and, at the President's request, draws up minutes of the Board meetings or, alternatively, confirms the adoption of a decision outside of the Board meeting.
- (5) **Incompatibility of offices.** The office of a Secretary is incompatible with the office of a Board member and the mandate of an arbitrator in arbitration before the Arbitration Court. The Secretary cannot represent a party in arbitration before the Arbitration Court. In case of absence or conflict of interest on the Secretary's side, the Board may authorize one of the Board members or other suitable person to act as the Secretary in a specific proceeding.
- (6) **Confidentiality obligation.** The Secretary is obliged, even after his office has terminated, to keep all information which he learned when performing his office or in relation to it confidential to the extent set out in Article 8 paragraph 4 of the Arbitration Act.

Article V Arbitrators

- (1) **List of Arbitrators.** The Arbitration Court maintains a List of Arbitrators and publishes it on its web site. The Board decides on inscription into the List of Arbitrators (“**Inscription**”) and on the deletion from the List of Arbitrators after having consulted the board of the Association. Arbitrators are inscribed into the List of Arbitrators without time limitation as to the Inscription’s validity.
- (2) **Conditions for an Inscription.** A person may only be inscribed into the List of Arbitrators if he or she satisfies the general and special conditions for Inscription. The Board may set detailed requirements on proving the satisfaction of the conditions for Inscription and may decide to interview the applicant of Inscription in person. There is no legally enforceable right for Inscription.
- (3) **General conditions.** The general conditions for Inscription are full legal age, full legal capacity, and other conditions set out in Section 6 paragraph 1 of the Arbitration Act, and, as the case may be, in other generally applicable laws providing requirements on the capability of a person to become an arbitrator, including requirements on incompatibility of the arbitrator’s mandate with other activities.
- (4) **Special conditions.** The special conditions for Inscription are:
 - (a) a second-degree university education in law studies from a law faculty at a university in the Slovak Republic or a recognized certificate on a second degree university education in law studies issued by a foreign university,
 - (b) at least 10 years of legal practice after completing the above-mentioned education or at least 5 years of practice as an advocate in the Slovak Republic or abroad, and
 - (c) satisfaction of personal prerequisites to perform the mandate of an arbitrator.
- (5) **Deletion from the List of Arbitrators.** The Board, after having consulted the board of the Association, deletes a person from the List of Arbitrator who
 - (a) no longer satisfies the general conditions for inscription into the List of Arbitrators,
 - (b) requested the deletion from the List of Arbitrators, or
 - (c) grossly or repeatedly breached the obligations of arbitrators resulting from the Arbitration Act, the Statute or the Rules of Procedure.

Article VI Economy and Accounting

- (1) The Arbitration Court maintains a separate accounting and financial reporting as a so-called individual unit.

Article VII
Rules of Procedure

- (1) The board of Association, after having consulted the Board, adopts and amends the Rules of Procedure governing the conduct of proceedings before the Arbitration Court and other areas referred to in Article 14 of the Arbitration Act.

Article VIII
Costs of Arbitration

- (1) **Rules on costs.** The board of Association, after having consulted the Board, issues rules on costs of arbitration (the “**Rules on Costs**”) as an integral part of the Rules of Procedure.
- (2) **Rules on remuneration.** Parts of the costs of arbitration are also remuneration of arbitrators and the bodies of the Arbitration Court in relation to arbitration. Details shall be set out in the Arbitration Court’s rules on remuneration of arbitrators and the bodies of the Arbitration Court (the “**Rules on Remuneration**”), which are adopted and amended by the board of the Association.

Article IX
Final Provisions

- (1) **Applicability.** The parties that agreed to submit their dispute to the Arbitration Court for resolution are subject to the Statute and the Rules of Procedure in force at the time of the commencement of arbitration.
- (2) **Validity and entry into force.** This Statute becomes valid and effective on the date of publication in the Commercial Gazette. As of the date preceding the validity and entry into force of the Statute, the statute in force as from September 2, 2019 ceases to be valid and effective, while its provisions apply to arbitration commenced before the validity and effectiveness of the Statute, and the effects of an action taken before the validity and effectiveness of the Statute remain intact.

RULES OF PROCEDURE OF THE ARBITRATION COURT OF THE SLOVAK BAR ASSOCIATION

The Slovak Bar Association, as a self-regulated professional organization and legal person established by Act No. 586/2003 Coll. on Advocacy and on Amending and Supplementing Act No. 455/1991 Coll. on Trade Licenses (the Trade Licensing Act), as amended, is, pursuant to the Fourth Head of the First Part of Act No. 244/2002 Coll. on Arbitration, as amended, the founder of the permanent arbitration court called the Arbitration Court of the Slovak Bar Association, having its seat in Bratislava, Slovak Republic.

Pursuant to the Statute in force as from September 2, 2019 published in Commercial Gazette No. 168/2019 of September 2, 2019, the Slovak Bar Association issued rules of procedure of the Arbitration Court of the Slovak Bar Association in force as from September 2, 2019, which was published in Commercial Gazette No. 168/2019 of September 2, 2019, , which the Slovak Bar Association now amends and replaces with the following rules of procedure.

Article I Introductory provisions

- (1) **Definitions.** Terms with capital letters, which are not defined in these rules of procedure of the Arbitration Court (the “Rules of Procedure”), have the meaning determined in the Statute.
- (2) **Arbitration Court.** The Arbitration Court is established by the Association. The Arbitration Court is subject to the Statute, which governs its internal functioning and subject-matter competence.
- (3) **Rules of Procedure.** The Association issues the Rules of Procedure under Sections 12(2) and 14 of the Arbitration Act. The Rules of Procedure govern, in particular, (i) the conduct of procedure before the Arbitration Court, including the process of appointment and revocation of arbitrators, (ii) the Rules on Costs (Annex A), the Rules on Remuneration (Annex B), (iii) the Rules of settlement procedure (Annex C) and (iv) the Supplementary Rules for Corporate Disputes (Annex D)
- (4) **Arbitration rules.** Arbitration is governed by the Rules of Procedure, the Statute, the rules determined by the arbitral tribunal, and the rules agreed upon by the parties. The Arbitration Act governs matters which are not regulated by the methods set out in the preceding sentence. An agreement of the parties, or its part, which, after having considered all of the circumstances, is incompatible with the Rules of Procedure, the Statute, or the Arbitration Act, is disregarded in the procedure before the Arbitration Court and is deemed non-binding and unenforceable.
- (5) **Selection of the Arbitration Court.** The Arbitration Rules apply to disputes, which the parties in an arbitration agreement or an arbitration clause (the “Arbitration Agreement”) agreed to resolve in arbitration before the Arbitration Court (for instance, by reference to the Arbitration Court or its arbitration rules).
- (6) **Place of arbitration.** The place of arbitration is Bratislava, Slovak Republic. The oral hearing, consultations among members of the arbitral tribunal, examination of goods, property or documents, or any other procedural acts, may be conducted at any location, which the arbitral tribunal determines after consulting the parties.

- (7) **Language of arbitration.** Arbitration before the Arbitration Court is in the Slovak language, unless the parties agreed on using a different language or languages. Apart from Slovak language, the parties may also choose Czech, English, or German language. The Arbitration Court or the arbitral tribunal may order to have the submissions or evidence accompanied by an official translation into Slovak language.
- (8) **Applicable law.** When deciding the dispute, the Arbitration Court applies the substantive law chosen by the parties. Absent such agreement, the arbitral tribunal applies the law which it determines under the conflict-of-law rules of Slovak law. The Arbitration Court always applies the procedural law of the Slovak Republic.
- (9) **Number of copies.** All submissions in arbitration must be filed in a number of copies so that each party (except the party making the submission), each arbitrator, and Secretary can receive one copy.
- (10) **Power of attorney.** The Arbitration Court is entitled to request, in any stage of arbitration, the submission of powers of attorney or any document that proves the right to act or speak on behalf of a party.

Article II

Statement of Claim, Statement of Defense, and Counterclaim

- (1) **Statement of claim.** Arbitration commences on the date when the statement of claim was delivered to the Arbitration Court. The statement of claim must contain, at least, (i) a designation of the parties, and potentially their representatives (ii) a description of the decisive facts, (iii) a designation of evidence that the claimant proposes to be taken, (iv) reference to laws relied upon in the statement of claim, (v) a request for relief, (vi) the value of dispute in EUR or its estimate, (vii) a copy of the Arbitration Agreement, (viii) the name of the arbitrator that the claimant nominates if the dispute is to be resolved by a three-member arbitral tribunal according to the Arbitration Agreement and the claimant has the right to nominate an arbitrator, and (ix) the claimant's signature or the claimant-representative's signature.
- (2) **Effect of the statement of claim's submission.** The submission of the statement of claim to the Arbitration Court has the same legal effects as if the statement of claim was filed with a competent general court.
- (3) **Removal of submission's defects.** If the statement of claim does not satisfy the prescribed requirements or is not filed in the prescribed number of copies, the Secretary will request the claimant to supplement the statement of claim within a time period not shorter than 14 days.
- (4) **Sending of the statement of claim to the respondent.** If the statement of claim satisfies all requirements and the Arbitration Court accepts the dispute after a prima facie assessment of its jurisdiction under Article III(7)(c) or Article III(10)(b) of the Statute, the Secretary will send the statement of claim to the respondent without delay together with the Statute, the Rules of Procedure, and the List of Arbitrators.
- (5) **Statement of defense.** When sending the statement of claim, the Secretary requests the respondent to respond to it within a time period of 30 days. The Secretary may extend the time limit before it lapses at the respondent's request. The statement of defense contains,

at least, (i) a designation of the parties, and potentially their representatives, (ii) the respondent's response to the decisive circumstances, evidence and laws set out in the statement of claim, (iii) a description of the decisive facts, designation of the evidence that the respondent proposes to be taken, and reference to the laws relied upon by the respondent, (iv) a request for relief, (v) the name of arbitrator that the respondent nominates if the dispute is to be resolved by a three-member arbitral tribunal according to the Arbitration Agreement and the respondent has the right to nominate an arbitrator, and (vi) the respondent's signature or the respondent-representative's signature.

- (6) **Party default.** If the respondent does not submit the statement of defense, or if any party refuses to participate, for instance, by not attending the oral hearing or is otherwise inactive in the arbitration, the Arbitration Court may continue with the arbitration and decide on the basis of submissions and evidence submitted to it.
- (7) **Counterclaim.** Together with the statement of defense, the respondent may file a counterclaim in which it will assert its rights against the claimant. The statement of defense must at least satisfy the requirements set out in Article II(1)(i) to (vii) and (ix) of the Rules of Procedure. The provisions of the Rules of Procedure concerning the statement of claim apply accordingly to the counterclaim.
- (8) **Exclusion into separate proceedings.** If the Arbitration Court deems it appropriate, it may exclude the counterclaim into a separate arbitration.
- (9) **Change and supplementation of claim.** The parties may amend and supplement their claims in the course of arbitration, unless the arbitral tribunal deems such amendment or supplementation unacceptable because, according to the arbitral tribunal, such amendment or supplementation may cause unreasonable delays in the proceedings, unreasonably increase the costs of arbitration or otherwise impose an unreasonable burden upon due continuance of arbitration. The decision of the Arbitration Court that the amendment or supplementation is unacceptable does not prevent a party from submitting a separate claim to the Arbitration Court.
- (10) **Consolidation of proceedings.** The Arbitration Court may consolidate several arbitrations pending before the Arbitration Court into one proceeding. The Arbitration Court reflects the parties' positions and takes into consideration, in particular, the issues of compatibility of the Arbitration Agreements and the composition of the arbitral tribunals.

Article III

Decision on Acceptance of the Statement of Claim and on Jurisdiction

- (1) Acceptance of the statement of claim. If the Arbitration Court accepts the statement of claim for arbitration, the Secretary will send it to the respondent pursuant to Article II(4) of the Rules of Procedure. If the Arbitration Court refuses to accept it, the Secretary informs the claimant accordingly; this is without prejudice to the claimant's right to ask for declaratory relief that the Arbitration Agreement is valid or to request the respondent to confirm the validity or acceptance of the Arbitration Agreement.
- (2) Assessment of jurisdiction by the arbitral tribunal. The notification of acceptance of a dispute for arbitration under Article III(1) of Rules of Procedure does not affect the right

of the arbitral tribunal to individually assess the jurisdiction of the Arbitration Court in an arbitral order or arbitral award, including the objection concerning the existence or validity of the Arbitration Agreement. If the Arbitration Court rules on jurisdiction in an arbitral order, the party that raised the jurisdictional objection may, in accordance with Section 21(4) of the Arbitration Act, file a motion with a court within 30 days of delivery of the arbitral order to decide on the objection. The Arbitration Court may continue with the proceedings and render an award while the decision upon such objection is pending.

- (3) Time limitation. Sections 21(2) and (3) of the Arbitration Act govern the time limitation for raising objections on lack of jurisdiction.

Article IV Arbitrators

- (1) **Rights and obligations of arbitrator.** The rights and obligations of arbitrators are set forth in the Arbitration Act, the Statute, and the Rules of Procedure and may also result from the agreement between the parties and an arbitrator. Pursuant to Section 6a of the Arbitration Act, an arbitrator undertakes to perform the mandate independently and impartially and with professional care so that fair protection of the parties' rights and legitimate interests are ensured and their rights and legally protected interests are not violated and that rights are not abused against them; an arbitrator must also act and decide without undue delay.
- (2) **Nomination and appointment of arbitrator by the party.** The party may nominate any person inscribed in the List of Arbitrators or any other person to act as an arbitrator, if such other person satisfies the general conditions for Inscription laid down in Article V(3) of the Statute and special conditions for Inscription laid down in Article V(4)(a) and V(4)(b) of the Statute. If the person decides to accept the arbitrator's mandate, he must do so pursuant to Article IV(4) of the Rules of Procedure. The party-nominated person is deemed to be appointed as an arbitrator only after such person has been accepted by the President pursuant to Article III(7)(a) or the Board pursuant to Article III(10)(c) of the Statute. Any reference in the Arbitration Agreement to a party's right to nominate, appoint, choose, or select an arbitrator is always interpreted as the right to nominate pursuant to this Article of the Rules of Procedure.
- (3) **Appointment of arbitrator by the Board.** The Board may only appoint a person inscribed in the List of Arbitrators as an arbitrator. Before the appointment of the arbitrator by the Board pursuant to Article III(10)(d) of the Statute, the Secretary grants the parties an opportunity to present their position as to the person preliminarily chosen by the Board as a potential arbitrator and provides them with the Declaration of Independence and Impartiality of that person.
- (4) **Acceptance of arbitrator's mandate.** By accepting the arbitrator's mandate, the arbitrator agrees to fulfil his rights and obligations under the Rules of Procedure, the Statute, as well as the Arbitration Act in matters not regulated by the Rules of Procedure and the Statute. When accepting the arbitrator's mandate, the arbitrator fills in truly and completely, signs and delivers to the Secretary the Declaration of Independence and Impartiality using the form published on the website of the Arbitration Court. The arbitrator must deliver the Declaration of Independence and Impartiality to the Secretary within 15 days of delivery of (i) the notification of being nominated by a party or other

arbitrators or (ii) the notification of being preliminarily selected by the Board. If the arbitrator fails to do so, the arbitrator is deemed to have rejected the arbitrator's mandate.

- (5) **Ongoing obligation of independence and impartiality.** After being appointed, the arbitrator must notify the parties, other co-arbitrators and the Secretary of all circumstances that have arisen during arbitration and that may have an influence on declarations made in the Declaration of Independence and Impartiality.
- (6) **Objection of bias against an arbitrator.** A party may raise an objection of bias against an arbitrator after his appointment exclusively on grounds of which it became aware after the arbitrator's appointment. The objection is filed with the Arbitration Court and must be addressed to the Secretary, which forwards the objection to the arbitrator which the objection concerns. If the arbitrator does not withdraw from his mandate within 15 days of having received such objection, the Board decides on the objection pursuant to Article III(10)(e) of the Statute within 45 days of its delivery to the Arbitration Court. If the Board does not grant the objection or does not decide on it within the given time period, the objecting party is entitled to request the court to decide upon the objection pursuant to Section 9(5) of the Arbitration Act.
- (7) **Withdrawal from the arbitrator's mandate.** The arbitrator may only withdraw from the mandate because of serious grounds. The withdrawal must be made in writing and addressed to the Secretary. The withdrawal becomes valid at the moment when the President pursuant to Article III(7)(b) of Statute or the Board pursuant to Article III(10)(f) of the Statute renders a decision accepting such withdrawal.
- (8) **Revocation of arbitrator.** The Board may revoke the arbitrator or arbitrators (i) based on the request of any party if the arbitrator or arbitrators without sufficient and proper reasons and despite the Secretary's written warning do not act in arbitration without delay, (ii) based on the objection of bias, or (iii) if it is necessary to preserve the principle of parties' equality when appointing the arbitral tribunal. The Board always revokes the arbitrator and arbitrators if so proposed or agreed by all parties.
- (9) **Termination of arbitrator's office.** The arbitrator's mandate terminates on the date of (i) issuance of the decision accepting the withdrawal from the arbitrator's mandate, (ii) delivery of the revocation of the arbitrator to the arbitrator, but not later than the expiry of seventh day after sending the revocation to the address that the arbitrator notified to the Arbitration Court as an address for service, or (iii) when the arbitrator ceases to satisfy the general conditions for Inscription set out Article V(3) of the Statute.
- (10) **Substitute arbitrator.** If the arbitrator's mandate is terminated, the right to nominate a substitute arbitrator belongs to the party that originally nominated that arbitrator; the right to nominate a substitute arbitrator expires if not exercised within 30 days of when the party, parties, or arbitrators entitled to exercise such right have learned that the original arbitrator's mandate has terminated. If the right to nominate under the preceding sentence expires or if the right to appoint the original arbitrator was entrusted upon the Board, the Board appoints the substitute arbitrator within 60 days of when the original arbitrator's mandate has terminated. The provisions of the Statute and the Rules of Procedure for the appointment of the original arbitrator apply accordingly to the appointment of a substitute arbitrator.

- (11) **Remuneration and reimbursements of the arbitrator's costs.** The arbitrator is entitled to remuneration and reimbursement of costs pursuant to the Rules on Costs and the Rules on Remuneration.

Article V Arbitral Tribunal

- (1) **Number of arbitral tribunal's members.** Arbitration is conducted by a one or a three member arbitral tribunal. The parties may agree on whether the dispute is to be submitted to a one or three member arbitral tribunal. If no such parties' agreement exists, the President decides pursuant to Article III(7)(d) of the Statute.
- (2) **Creation of a one member tribunal.** Unless otherwise agreed by the parties, the arbitrator of a one member tribunal is nominated by a joint proposal submitted to the Arbitration Court. If the parties make no such a proposal within 30 days upon the Secretary's request, the arbitrator is appointed by the Board pursuant to Article IV(3) of the Rules of Procedure.
- (3) **Creation of a three member tribunal.** A three member tribunal consists of two arbitrators and a presiding arbitrator. Unless otherwise agreed by the parties, arbitrators of a three member tribunal are appointed by one arbitrator being nominated by claimant, one by respondent, and these two arbitrators, after having been accepted by the President or the Board, jointly nominate the presiding arbitrator. Article IV(2) of the Rules of Procedure accordingly applies to nomination and appointment of the presiding arbitrator by two arbitrators. If any party or two arbitrators fail to make such nomination within 15 days of being requested by the Arbitration Court, the Board appoints the arbitrator or presiding arbitrator pursuant to Article IV(3) of the Rules of Procedure.
- (4) **Plurality on the side of claimant or respondent.** Unless otherwise agreed by the parties, if there are more persons on the side of the claimant or respondent, the persons on one side nominate the arbitrator jointly. If persons on the side of the claimant or respondent fail to jointly nominate the arbitrator within 15 days of being so requested by the Arbitration Court, it is deemed that the persons on one side agreed to have the arbitrators appointed by the Board pursuant to Article IV(3) of the Rules of Procedure.
- (5) **Transmission of the file.** The Secretary transmits the whole arbitration case file to the arbitral tribunal without undue delay after appointment of all arbitrators and informs the parties accordingly.

Article VI Conduct of Proceedings

- (1) **Principles of proceedings.** Subject to the Rules of Procedure, the Statute, and the Arbitration Act, the arbitral tribunal, after having consulted the parties, is entitled to adopt procedural rules and conduct the proceedings in a way it deems appropriate; the arbitral tribunal grants each party equal opportunity to exercise its rights and for their protection.
- (2) **Procedural rules.** Within 30 days of receiving the file from the Secretary, the arbitral tribunal, after having consulted the parties, adopts the procedural rules and provisional timetable of the proceeding. The parties undertake to follow these procedural rules and

the provisional timetable of the proceeding. The parties undertake to cooperate with the Arbitration Court and the arbitral tribunal in the resolution of the dispute and follow the procedural decisions, including the interim measures.

- (3) **Taking of evidence.** The arbitral tribunal takes evidence proposed by the parties and may seek evidence, request the submission of evidence, and examine the parties' representatives, witnesses, persons possessing expertise („experts“) and sworn experts. The arbitral tribunal assesses the selection and manner of taking of evidence according to its potential contribution to the clarification of the dispute. The rules on confidentiality, examination, taking, and assessment of evidence set out in Section 27 paragraphs 2 through 4 of the Arbitration Act apply.
- (4) **Experts and sworn experts.** The arbitral tribunal may appoint an expert or experts, a sworn expert or sworn experts, if its decision may depend on the assessment of circumstances that require expertise. The arbitral tribunal provides the parties an opportunity to comment on the prospective expert or sworn expert before the appointment; for this purpose, the arbitral tribunal invites the expert or sworn expert to submit a statement of not being biased. The expert submits an expert statement or the sworn expert submits an expert opinion answering the questions posed by the arbitral tribunal. The arbitral tribunal may order a party to provide the expert or sworn expert with all relevant information or to submit or produce all relevant documents or objects, provide him with necessary explanations, or to do or to refrain from doing something, if it is necessary for submitting an expert statement or expert opinion. The arbitral tribunal will cancel the appointment of an expert or sworn expert based on a party's objection if, according to the arbitral tribunal's opinion, there are reasonable doubts as to whether the expert is unbiased. The party may deliver the objection to the arbitral tribunal within 15 days of when it became aware of the reasons giving rise to doubts as to whether the expert or sworn expert is unbiased, if the party did not know about such reasons at the time when it became aware of the expert's or sworn expert's appointment. The appointment of an expert or sworn expert by the arbitral tribunal does not prevent the parties from proposing evidence in the form of an expert statement or expert opinion prepared by another expert or sworn expert and from examining such expert or sworn expert.
- (5) **Oral hearing.** Unless the parties agreed otherwise, the arbitral tribunal decides whether and when to hold an oral hearing or whether the proceedings will be conducted in writing only. If the parties did not exclude the possibility of holding an oral hearing, the arbitral tribunal orders an oral hearing if so requested by any party. If the date of an oral hearing is not determined in the provisional timetable, the arbitral tribunal notifies the order and day of the oral hearing with a sufficient advance notice, typically not shorter than 15 days.
- (6) **Termination of proceedings.** The Arbitration Court terminates the arbitration in part or in whole, if:
 - (a) the claimant does not rectify the defects of the statement of claim after the Secretary's request pursuant to Article II(3) of the Rules of Procedure,
 - (b) the respondent does not rectify the defects of the counterclaim after the Secretary's request under Article II(3) of the Rules of Procedure; in such case, the Arbitration Court terminates the proceeding in part of the counterclaim,

- (c) the claimant fails to pay the registration fee, procedural fee, or advance on particular costs even after the Secretary's repeated request,
 - (d) the respondent fails to pay the registration fee, procedural fee, or advance on specific expenses in relation to the counterclaim even after the Secretary's repeated request; in such case, the Arbitration Court terminates the proceeding in part of the counterclaim,
 - (e) the claimant withdraws the statement of claim and the respondent confirms that it does not insist on having the statement of claim heard by the arbitral tribunal,
 - (f) the respondent withdraws the counterclaim and the claimant confirms that it does not insist on having the counterclaim heard by the arbitral tribunal; in such case, the Arbitration Court terminates the proceeding in part of the counterclaim,
 - (g) the Arbitration Court concludes, after the prima facie assessment of jurisdiction pursuant to Article III(10)(b) of the Statute, that the Arbitration Court obviously does not have jurisdiction to decide on the submitted dispute,
 - (h) the arbitral tribunal concludes that it does not have jurisdiction to decide on the merits,
 - (i) the parties concluded a settlement and (i) they did not request the Arbitration Court to record the settlement in the form of an arbitral award or (ii) the Arbitration Court did not accept such parties' request, or
 - (j) the arbitral tribunal concludes that the continuance of the arbitration is not possible or needed.
- (7) **End of proceedings.** The arbitration ends on the day of sending the arbitral order on termination of arbitration or the arbitral award to the parties. The end of arbitration does not affect the steps of the Arbitration Court pursuant to Article IX(4) and Article X of the Rules of Procedure.

Article VII Interim Measures

- (1) **Order of an interim measure.** The arbitral tribunal may order an interim measure by an order at the request of a party if it is necessary to temporarily adjust the parties' relations, if there is a risk that the enforcement of an arbitral award might be jeopardized, if there is a risk that evidence may not be taken in the future at all or only with great difficulties, or in other cases that the arbitral tribunal deems necessary or appropriate.
- (2) **Change or termination.** The arbitral tribunal may, on its own motion or at the party's request, change or terminate the interim measure if the reasons for ordering the interim measure change or do not exist anymore.
- (3) **Security and compensation for damages.** The arbitral tribunal may make a decision on interim measure subject to the submission of a security for any loss that may occur in relation to ordering the interim measure by the party which requests the interim measure to be ordered. If the respective party, within the time limit set by the arbitral tribunal,

fails to submit the security or fails to pay the fee set in the List of Fees, the arbitral tribunal rejects the request to order interim measure. If the interim measure ceases to exist because the respective party's request for relief on merits was not granted or it was terminated based on an objection pursuant to Article VII(5), the respective party is obliged to compensate the other party for damages it incurred as a result of ordering the interim measure. The arbitral tribunal may also decide on damages compensation pursuant to the preceding sentence.

- (4) **Ordering an interim measure before the arbitral tribunal's appointment.** The Arbitration Court may, at a party's request, order an interim measure set out in Article VII(1) even before the appointment of an arbitral tribunal through a so determined arbitrator pursuant to Article III(10)(j) of the Statute.
- (5) **Ex parte ordering an interim measure.** The arbitrator referred to in Article VII(4) or the arbitral tribunal may, at a party's request, order an interim measure set out in Article VII(1) even without delivering the request to the other party for comments. The arbitrator referred to in Article VII(4) or the arbitral tribunal delivers the request to order an interim measure together with an order by which it was decided on the request. The other party may file objections to the so ordered interim measure to the Arbitration Court within 15 days of its delivery to this party. The objections do not have suspensory effects unless the arbitral tribunal decides otherwise. Within 30 days of filing the objections, the arbitral tribunal will decide whether it terminates, changes, or confirms the interim measure. If the interim measure was ordered before the arbitral tribunal's appointment and the arbitral tribunal was not appointed at the time of filing of the objections to the Arbitration Court, the arbitrator referred to in Article VII(4) will decide on the objections' suspensory effect and on the objections. An execution title pursuant to the Arbitration Act is (i) an order made otherwise than ex parte and (ii) an order confirming or changing an ex parte interim measure pursuant to Article VII(5).

Article VIII Decision Making

- (1) **One-member arbitral tribunal.** If the arbitral tribunal consists of one member, the arbitrator decides the dispute alone, including on all procedural questions.
- (2) **Three-member arbitral tribunal.** If the arbitral tribunal consists of three members, every decision requires consent of the majority of the arbitrators, whereas the presiding arbitrator is entitled to decide on procedural matters alone if (i) so entrusted by the other arbitrators of the arbitral tribunal or (ii) the situation can suffer no delay.
- (3) **Voting.** The voting on arbitral decisions is closed to the public. If an arbitrator does not participate in voting, although having received proper notice of the voting, the other arbitrators may decide without such arbitrator. In case of a tie vote, the presiding arbitrator's vote decides.
- (4) **Signing and dissenting opinion.** An arbitral decision is signed by all arbitrators of the arbitral tribunal except for procedural decisions made by the arbitral tribunal's presiding arbitrator pursuant to Article VIII(2) of the Rules of Procedure. If the arbitrator refuses to sign the decision or does not sign it for another reason, this is stated in the decision together with the reason why the arbitrator did not sign the decision. The arbitrator who

was outvoted by the other arbitrators is entitled to attach his dissenting opinion to the decision and provide reasons for it.

Article IX Arbitral Award

- (1) **Subject.** The arbitral tribunal issues an arbitral award if deciding on the merits or on the basis of a settlement concluded between the parties. In all other matters, the arbitral tribunal decides by an arbitral order. The provisions of the Rules of Procedure and the Statute governing the arbitral award apply to the arbitral order accordingly.
- (2) **Scope.** The arbitral tribunal decides in an arbitral award on every request for relief accepted for arbitration, but must not exceed the scope of these submitted requests. The arbitral tribunal may render a partial award on the legal basis or in respect of a part of the relief sought, but it must state in the operative part that it is a partial award.
- (3) **Form, content, and dispatch.** The arbitral tribunal issues the arbitral award in writing. The arbitral award contains at least the particulars set out in Section 34 paragraphs 2 and 4 of the Arbitration Act. The arbitral tribunal sends the signed arbitral award to the Secretary who ensures its delivery to the parties.
- (4) **Supplementation and correction.** If (i) the arbitral tribunal did not decide in the arbitral award on every request for relief accepted for arbitration or (ii) the arbitral award contains typographical or computational errors or other similar obvious irregularities, the arbitral tribunal may issue a supplementary or corrective award, which becomes part of the supplemented or corrected award, at the party's request submitted within 30 days of delivery of the arbitral award to the party making the request for supplementation or correction or on its own motion within 30 days of delivery of the arbitral award to the last party.

Article X Effects and Review of an Arbitral Award

- (1) **Effects.** The delivered arbitral award that may not be reviewed pursuant to Article X(2) of the Rules of Procedure or in respect of which the time period for filing the application for its review has lapsed has the same effects for the parties as an effective court judgment.
- (2) **Review.** The parties may agree that the arbitral award may be reviewed by another arbitral tribunal appointed by the Board. A party has the right to file an application for reviewing the arbitral award with the Arbitration Court within 15 days of the delivery of the arbitral award to that party. The failure to file such application by the entitled party within the time period stated in the preceding sentence does not affect the party's right to seek the setting aside of the arbitral award by a general court as provided under Arbitration Act.
- (3) **Review procedure.** The review procedure is conducted accordingly pursuant to the Rules of Procedure governing the procedure leading to making the arbitral award. The review procedure is conducted by a one-member tribunal unless the Board, having regard to the value and complexity of the dispute, decides on the appointment of a three-member tribunal. The review procedure may only commence if the applicant paid the registration fee and the fee for the application for review procedure set out in the List of Fees within

the time period for filing the application for review. The arbitral tribunal determines the procedural rules and provisional timetable so that the party which did not file the application for review has the right to submit one written submission and that the scrutiny arbitral award is issued within 3 months of delivery of the request for reviewing the arbitral award to the Arbitration Court.

- (4) **Scrutiny arbitral award.** By the scrutiny arbitral award, the arbitral tribunal may decide on confirmation of the arbitral award or change of the arbitral award. The scrutiny arbitral award cannot be challenged by a request for review to the Arbitration Court. The delivered scrutiny arbitral award has the same effect as an effective court judgment.
- (5) **Procedure after setting aside the arbitral award by a court.** If the court sets aside the arbitral award or the scrutiny arbitral award and remands the matter to the Arbitration Court for further proceeding, the arbitrators involved in the set aside award are excluded from further hearing and deciding on the merits. The provisions of the Statute and the Rules of Procedure governing the procedure before setting aside of the arbitral award apply to the further proceeding accordingly.

Article XI

Service and Time Periods

- (1) **Methods of service.** The Arbitration Court delivers the communications by mail or courier, in person, or by electronic means. The service by electronic means is excluded when delivering the arbitral award, which must be delivered to the hand of the recipient.
- (2) **Person effecting service.** Delivery is made to the party or its representative. If the delivery is to be made to multiple representatives, it is made to the one which the party designates for delivery; if the party does not designate such a representative, delivery is made to any one of them.
- (3) **Delivery.** If the Arbitration Court delivers by mail or by courier to the address of (i) the seat of legal person inscribed in the Commercial Register or any similar public register, (ii) place of business of an entrepreneur inscribed in the Commercial Register or any similar public register, or (iii) permanent or temporary stay of a person which is not an entrepreneur, and no proof of a previous delivery exists, the communication is deemed to have been delivered on the third working day after the handing over of the communication to the post or courier if delivering within the Slovak Republic and on the tenth working day after the handing over of the communication to the post or courier if delivering abroad; when delivering abroad, the delivery is usually made by courier. If the Arbitration Court delivers to the email address that the party notified to it, the communication is deemed to have been delivered on the day following the day after its transmission.
- (4) **Time periods.** The time periods commence on the day following the day when the event, relevant for the beginning of the time period, occurred. If that day is Saturday, Sunday, or a bank holiday or any other day of public holiday in the place of delivery, the time period commences on the first following working day. The time periods specified by weeks, months, or years end with the expiry of the day, whose designation is the same as the day, when the event, provided for the beginning of the time period; if there is no such a day in that month the time period ends on the last day of that month. If the time period ends on Saturday, Sunday, bank holiday or any other public holiday in the place of

delivery, the last day of the time period is the first following working day. Saturdays, Sundays, bank holidays or public holidays during of the time period do not interrupt the duration of the time period, unless the time period is determined according to the working days. If the arbitral tribunal does not act with the time period set under the Rules of Procedure, its competence to make such an act does not extinguish, unless otherwise provided by law.

Article XII Disclaimer

- (1) To the extent permissible under the Slovak Republic's legal order, the Association, its employees, members of the Board, the Secretary, and arbitrators are not liable for damages caused in any connection with arbitration, unless caused by an intentional act. The loss of profit is always excluded from the compensation for damages.

Article XIII Final Provisions

- (1) **Applicability.** The parties which agreed to submit its dispute to decision of the Arbitration Court are subject to the Statute and the Rules of Procedure in force at the time of commencing the arbitration.
- (2) **Validity and effectiveness.** These Rules of Procedure become valid and effective on the day of publication in the Commercial Gazette. As of the day preceding the validity and effectiveness of the Rules of Procedure, the rules of procedure effective as from July 1, 2016 cease to be valid and effective, while their provisions apply to arbitration commenced before the validity and effectiveness of the Rules of Procedure and the effects of an action taken before validity and effectiveness of the Rules of Procedure remain intact.

ATTACHMENT A
OF THE RULES OF PROCEDURE OF THE ARBITRATION COURT OF THE
SLOVAK BAR ASSOCIATION

RULES ON COSTS OF ARBITRATION

Article I
Costs of Arbitration

- (1) **Types of costs.** The costs of arbitration are (i) the registration fee, (ii) the procedural fee, (iii) the specific expenses, and (iv) the parties' own costs.
- (2) **Registration fee.** The Arbitration Court charges a registration fee for the performance of basic administration in relation to the submission of a statement of claim and counterclaim. The amount of the registration fee is determined in the list of fees, which is attached to the Rules on Costs ("List of Fees").
- (3) **Procedural fee.** The Arbitration Court charges a procedural fee for the hearing and deciding on the statement of claim, counterclaim, or other acts in the arbitration. The amount of the registration fee is determined separately from the statement of claim, counterclaim, or other act in the arbitration pursuant to the List of Fees. If the amount of the procedural fee depends on the value of the dispute, the Arbitration Court determines the value of the dispute at its own discretion; it also takes into account the parties' positions. The procedural fee determined in the List of Fees, except for the minimum fee pursuant to item 2 of the List of Fees, is decreased by 30% if the dispute is decided by a one-member arbitral tribunal. The procedural fee includes the remuneration of the arbitrators and Arbitration Court's bodies for the performance of their offices in the arbitration. The Rules on Remuneration provide for the details of the procedural fee's distribution between the arbitrators and the Arbitration Court. The procedural fee is rounded up to a whole number.
- (4) **Specific expenses.** The specific expenses are justified, actual, and provable expenses incurred by the Arbitration Court and arbitral tribunal in relation to the arbitration, in particular the expenses for taking of evidence, expenditures of witnesses, payment of expert's fees, interpreter's fees, translation of documents, travel costs of arbitrators, etc.
- (5) **Parties' own costs.** The parties' own costs are their appropriate, actual, and provable expenses of their legal representation, internal expenses, expenses of taking of evidence, and other expenses incurred by the parties in relation to the arbitration.

Article II
Payment of the Costs of Arbitration

- (1) **Registration fee and procedural fee.** The obligation of a party to pay the registration fee and procedural fee occur on the day of submitting the statement of claim, counterclaim, or making any other chargeable action. The Arbitration Court does not have to make any act in relation to a chargeable action until the registration fee or the procedural fee has been paid.

- (2) **Specific expenses.** The parties must pay the advance on specific expenses, also repeatedly, in the amount and within the time period determined by the Secretary. When fixing the advance on specific expenses, the Secretary takes into consideration which party gave rise to specific expenses. Until the advance on specific expenses has been paid, the acts for which the advance is fixed will not be made.
- (3) **Parties' own costs.** Each party bears its own costs.

Article III

Refund of Registration Fee, Procedural Fee, and Advance on Specific Expenses

- (1) **Registration fee.** The registration fee is non-refundable.
- (2) **Procedural fee.** The Arbitration Court refunds the procedural fee in the following situations and under the following conditions:
 - (a) if the Arbitration Court terminates the proceedings pursuant to Article VI(6)(g) of the Rules of Procedure after the prima facie assessment of its jurisdiction pursuant to Article III(10)(b) of the Statute, the Arbitration Court refunds 90% of the paid procedural fee to the claimant. The provision of the preceding sentence equally applies to the respondent in case of submission of a counterclaim,
 - (b) if the claimant withdraws the statement of claim before the appointment of the arbitral tribunal, the Arbitration Court refunds 80% of the paid procedural fee to the claimant. The provision of preceding sentence equally applies to the respondent in case of submission of a counterclaim,
 - (c) if the claimant withdraws the claim before the beginning of the first oral hearing, the Arbitration Court refunds 50% of the paid procedural fee to the claimant. The provision of preceding sentence equally applies to the counterparty in case of submission of a counterclaim,
 - (d) if the party applying for ordering an interim measure withdraws the application before the Arbitration Court has decided on the application, the Arbitration Court refunds 75% of the paid fee to the applicant. The provision of preceding sentence equally applies to the withdrawal of an objection to the ordered interim measure, and
 - (e) if the respondent withdraws a jurisdictional objection before the Arbitration Court has decided on the objection, the Arbitration Court refunds 75% of the paid fee to the respondent. The provision of preceding sentence equally applies to the claimant in case of a jurisdictional objection concerning the counterclaim.
- (3) **Advance on specific expenses.** The Arbitration Court refunds the party or the parties the non-consumed advance on specific expenses after issuing the decision on costs.

**Article IV
Decision on Costs**

- (1) **Form of decision.** The arbitral tribunal may decide on the costs of arbitration in the form of an arbitral award on the merits, separate award after making the arbitral award on the merits, or in a procedural order terminating the arbitration.
- (2) **Method of decision.** The arbitral tribunal is entitled to decide at its discretion which party bears the costs of arbitration; it takes into account which party was successful in the arbitration and to what extent. The parties may agree on different rules for deciding which party bears the costs of arbitration before the issuance of decision on costs.

**Article V
Payments**

- (1) **Payment method.** Payments to the Arbitration Court are made by a credit transfer to the bank account or in cash to the Arbitration Court's treasury.
- (2) **Date of payment.** Payments to the Arbitration Court are deemed to have been made on the day of crediting the funds to the bank account or day of furnishing the funds to the Arbitration Court's treasury.

**Attachment to the Rules on Costs of Arbitration
List of Fees**

- (1) The registration fee for submitting the statement of claim, counterclaim, or application for reviewing an arbitral award is EUR 300.00.
- (2) The fee for submitting the statement of claim, counterclaim, or application for reviewing an arbitral award is 6% of the value of the dispute, but at least EUR 500 and not more than EUR 200,000.00.
- (3) The fee for filing an application for ordering an interim measure is EUR 500.00.
- (4) The fee for filing an objection to the interim measure is EUR 500.00
- (5) The fee for filing an objection to lack of jurisdiction of the Arbitration Court is 50% of the procedural fee set out in point (2).

All amounts fixed in this List of Fees are excluding value added tax (VAT).

ATTACHMENT B

OF THE RULES OF PROCEDURE OF THE ARBITRATION COURT OF THE SLOVAK BAR ASSOCIATION

RULES ON REMUNERATION

- (1) **Scope of application.** The Rules on Remuneration govern the remuneration of the Arbitration Court for activities under the Statute and the Rules of Procedure. The parties may not agree on a specific remuneration with the arbitrators.
- (2) **Arbitrators' remuneration.** The arbitrator's remuneration in a particular case corresponds to 70% of the non-refunded procedural fee. If a three-member arbitral tribunal decides the case, the remuneration of arbitrators is distributed so that 40% belongs to the presiding arbitrator and 30% to the other arbitrators.
- (3) **Calculation and control of remuneration.** The Secretary calculates and is responsible for the accuracy of the calculation of remuneration amounts. The Secretary must submit a detailed method of the remuneration calculation upon request of the arbitrators and Board members. The Board controls the Secretary's method of the remuneration calculations.

ATTACHMENT C

OF THE RULES OF PROCEDURE OF THE ARBITRATION COURT OF THE SLOVAK BAR ASSOCIATION

RULES OF SETTLEMENT PROCEDURE

- (1) **Jurisdiction.** The Arbitration Court is entitled to conduct the settlement procedure upon the agreement of the parties after the commencement of arbitration in matters falling within the jurisdiction of the Arbitration Court. The settlement procedure before the Arbitration Court is deemed to be a part of the arbitration. During the settlement procedure, the time limits in the arbitration are suspended.
- (2) **Mediator.** The settlement procedure takes place before a party-chosen mediator inscribed in the List of Arbitrators. The person who was nominated or appointed as an arbitrator in the already commenced arbitration between the parties may not act as a mediator.
- (3) **Conduct of procedure.** The settlement procedure is held orally. The Secretary convenes the oral procedure by delivering the notification of its venue and time. The Secretary ensures all organizational matters in relation to the settlement procedure. Unless otherwise agreed by the parties, each party presents a proposal for settlement to the mediator and opposing party. If the party's proposal was not delivered to other parties, the mediator proposes the settlement after hearing all parties. The proposals, presentations, and actions of the parties and mediator in the settlement procedure are made on a without prejudice basis to the already commenced arbitration or other proceedings, and no party or mediator are entitled to use them or to refer to them in the proceedings before the arbitral panel, except in a situation where the parties jointly propose to record the adopted settlement in a form of arbitral award.
- (4) **Termination of settlement procedure.** The settlement procedure ends on the day of settlement or the day of issuing the mediator's decision on termination of settlement procedure on grounds of its unsuccessful outcome. The mediator is entitled to make a decision on unsuccessful outcome of the settlement procedure if the parties do not accept his first settlement proposal.
- (5) **Costs of settlement procedure.** The fee for settlement procedure is 50% of the procedural fee, however not less than EUR 500.00. Both parties pay this fee in equal shares in advance. Irrespective of the result of settlement procedure, this fee is non-refundable. The parties bear their own costs of the settlement procedure.
- (6) **Relationship with the Act on Mediation.** Act No. 420/2004 Coll. on Mediation, as amended, does not apply to the settlement procedure before the Arbitration Court.

INTRODUCTION TO SUPPLEMENTARY RULES FOR CORPORATE DISPUTES

The Arbitration Court recommends to the parties that wish to refer to the Supplementary Rules for Corporate Disputes to include the following arbitration agreement in the constitutional corporate document (e.g. a memorandum of association, articles of association):

1. **"Where permitted by law, all disputes that arose or will arise between the shareholders or between the company and its shareholders or between the company and a statutory body, the members of a statutory or other body of a company in connection with this document or other documents that this document refers to or in connection with their validity, in particular, disputes regarding the rights and obligations of a shareholder towards other shareholders or towards the company, the protection of a shareholder's right, including his power to challenge the validity of a decision of a statutory body, decision of a member of a statutory or other body of the company, disputes between the company, the shareholders, the statutory bodies, members of a statutory or other body of the company related to the execution of their function, including their liability, shall be decided finally in accordance with the Rules of Procedure of the Arbitration Court of the Slovak Bar Association and its Attachment D - Supplementary Rules for Corporate Disputes.**
2. **The effects of the arbitral award shall also apply to those shareholders who were, within the given time periods in line with Art. II(1) of Attachment D - Supplementary Rules for Corporate Disputes, designated as the Affected shareholders, regardless of whether they used their opportunity to enter into the arbitration as a party. Shareholders that were within the given time period designated as the Affected Shareholders undertake to accept the effects of the arbitral award issued in accordance with the Supplementary Rules for Corporate Disputes.**
3. **The persons that ceased to be shareholders shall remain bound by this arbitration agreement.**
4. **The arbitration agreement also applies to the company. The company undertakes to include the arbitration agreement in the agreement on execution of the function of a statutory body or a member of a statutory or a different body. The company undertakes to always use the existing arbitration agreement as a defence against any claim related to disputes within the meaning of section 1 and raised at the general courts.**
5. **The number of the arbitrators is [1 or 3]."**

It is further recommended that the memorandum of association includes a provision, requiring all the shareholders to provide the company with an up-to-date delivery address or an agent for delivery, and under which the receipt of any document at this address or by this person will be assumed after a reasonable period.

ATTACHMENT D
OF THE RULES OF PROCEDURE OF THE ARBITRATION COURT OF THE
SLOVAK BAR ASSOCIATION

SUPPLEMENTARY RULES FOR CORPORATE DISPUTES

The parties may agree to apply the Supplementary rules for Corporate Disputes (hereinafter the "Supplementary rules") attached to the Rules of Procedure. The Rules of Procedure shall continue to apply to arbitrations conducted under the Supplementary Rules to the extent that the Supplementary Rules do not contain more detailed or different provisions.

Article I
Scope of competence

- (1) **Applicability.** The Supplementary rules shall apply if the parties have expressly referred to them in their Arbitration Agreement contained in the memorandum of association, in the articles of association, in the articles of incorporation, deed of incorporation, or if their application was expressly agreed upon in another corporate document or otherwise.

Article II
Classification of Affected shareholders

- (1) **Affected shareholders.** In disputes requiring a single decision binding on all shareholders and the company and within which dispute a party to the arbitration wants to extend the effects of the arbitral award on all shareholders (hereinafter the "Affected shareholder") and the company, without them being a party to the arbitration, the Affected shareholders shall have the right to join the proceedings either on the side of the claimant or the respondent, in accordance with the Supplementary rules. This also applies to disputes which require a single decision binding on specific shareholders or the company.
- (2) **The statement of claim and number of copies.** In addition to the requirements set out in Article II(1) of the Rules of Procedure and Article VIII(1) of the Supplementary Rules, the statement of claim shall also include the designation of any shareholders or the company itself, to which the arbitral award shall extend, including the address for service of such designated persons. Without limiting the requirement of Article I(9) of the Rules of Procedure, the statement of claim shall be made in such number of counterparts so that each designated person can receive one copy.
- (3) **Later entry of the Affected shareholder into the proceedings.** The Affected shareholders who were designated after the expiry of the period for their designation, specified in the Supplementary rules, may enter into the arbitration in accordance with Article IV(3) of the Supplementary rules.

Article III

Delivery of the statement of claim and the invitation to enter into arbitration

- (1) **Sending of the statement of claim to the designated persons by the claimant.** In addition to sending the statement of claim to the respondent under Article II (4) of the Rules of Procedure, the Secretary shall also send the statement of claim to the shareholders and the company as designated by the claimant, inviting them to respond in writing within 30 days whether they are entering into the arbitration on the part of the claimant or the respondent.
- (2) **The designation of the Affected shareholders by the respondent.** Within 30 days of the delivery of the statement of claim, the respondent may designate other Affected shareholders to which the arbitral award is to apply, including their address for service. The respondent shall supply the Secretary such request together with a sufficient number of copies of the statement of claim. Article III (1) of the Supplementary rules shall apply mutatis mutandis.
- (3) The Secretary shall forward to the parties and to any designated Affected shareholders any statement of entry into the arbitration within the meaning of Article II(2) or Article IX(3) of the Supplementary rules.

Article IV

Entry of the Affected shareholder into the arbitration

- (1) **Entry into the arbitration.** If the Designated shareholders notify their entry into the arbitration within the time period under Article III or Article IX(4) of the Supplementary Rules on the side of the claimant or the respondent, they shall become a party to the arbitration with all the rights and obligations attached thereto, at the time when the Secretary accepts their notice of entry. From their entry into the arbitration, the designated Affected shareholders are entitled to designate other Affected shareholders. Article III (3) of the Supplementary Rules shall apply accordingly to the so subsequently designated Affected shareholders.
- (2) **Waiver of participation in the arbitration.** If the designated Affected shareholder fails to notify its entry into the arbitration within the given time period, it shall be deemed to have waived its participation in the arbitration. The right to later entry into the arbitration within the meaning of Article IV (3) of the Supplementary Rules shall be retained.
- (3) **Conditions for later entry into the arbitration.**

The designated Affected shareholders can enter into the arbitration at any time under the following conditions:

- (a) they shall refrain from raising objections to the creation and composition of the arbitral tribunal, the place of the oral hearings or the language of the arbitration, if the above questions have already been determined prior to their entry into the arbitration; and
- (b) they shall not require the repetition of procedural acts that had already been carried out or of other procedural acts if the given time period had already expired; and

- (c) they shall accept the current state of arbitration at the time of their entry into the proceedings; or if
- (d) the arbitral tribunal decides on their admission to the arbitration at their own discretion.

Notwithstanding the above-stated, Article IV(1) of the Supplementary Rules shall apply mutatis mutandis.

Article V

The status of the Affected shareholders who did not join the proceedings

- (1) **Information updates.** The arbitral tribunal shall inform the designated Affected shareholders who did not join the arbitration, about the course of the arbitration by delivering copies of the parties' written statements as well as the decisions and procedural resolutions of the arbitral tribunal to them, to the addresses provided by them, except if the Affected shareholders expressly waive such right to receive information, in writing. This also applies to any other communication of the arbitral tribunal with the parties, however, only to the extent that it may be presumed to be relevant for the decision of the Affected shareholder to join the arbitration later.
- (2) **Written submissions.** The Affected shareholders who did not join the arbitration may request the arbitral tribunal to grant them a leave to file written submission on the subject-matter of the dispute and to the submissions of the parties to the dispute. The arbitral tribunal shall not be obliged to comply with such a request and must not comply with such a request if the oral hearing has already taken place regarding the given issue. If it approves such a request, it shall, at its reasonable discretion and having regard to the current state of the arbitration, set a time period for the requesting Affected shareholder to file its written submission. The arbitral tribunal shall deliver all submissions of the Affected shareholders, filed in accordance with this Article, to the parties to the Arbitration.
- (3) **Oral hearings.** The Affected shareholders that did not join the arbitration shall be entitled to attend oral hearings only if all the parties to the arbitration have given their consent. If consent is given, the Affected shareholders may attend oral hearings only as observers, without the right to submit motions and present arguments.

Article VI

The statement of claim

- (1) **Amendment, supplementation and withdrawal of the statement of claim.** Expanding the relief sought in the statement of claim or a change in the subject-matter of arbitration (including any possible counterclaims), or an extension of the statement of claim to new shareholders' decisions, in disputes over shareholders' decisions, is permitted only with the consent of all the Affected shareholders. A total or partial withdrawal of the statement of claim is admissible without the consent of the Affected shareholders, save that within 30 days of the notification of the intended withdrawal, the Affected shareholder raises an objection and the arbitral tribunal recognizes its legitimate interest in having the issue finally determined. Article VI (6) (e) and (f) of the Rules of Procedure shall continue to apply.

Article VII
One-member tribunal

- (1) **Creation of a one member tribunal.** If the arbitral tribunal is to consist of a single arbitrator, the parties shall jointly nominate the arbitrator. Article IV(2) of the Rules of Procedure shall apply accordingly to the nomination and appointment of a single arbitrator.
- (2) **Appointment of an arbitrator by the Board.** If the Parties fail to reach an agreement on a single arbitrator within 15 days of being called upon to do so by the Arbitration Court, the Board shall appoint an arbitrator in accordance with Article IV(3) of the Rules of Procedure.

Article VIII
Three-member tribunal

- (1) **Content of the statement of claim.** If the arbitral tribunal is to consist of three arbitrators, the statement of claim, by contrast to Article II(1) of the Rules of Procedure, need not include the nomination of an arbitrator and if it does, it shall be deemed to be a proposal for a joint nomination by the parties on the side of the claimant.
- (2) **Creation of a three member tribunal.** Unless otherwise agreed by the parties, the arbitrators of a three member tribunal shall be appointed in a way that the parties on the claimant's side nominate one arbitrator jointly, and the parties on the respondent's side nominate the other arbitrator jointly and the two arbitrators, after being confirmed by the President or the Board, jointly nominate the presiding arbitrator. Article IV(2) of the Rules of Procedure shall apply to the nomination and appointment of the presiding arbitrator *mutatis mutandis*. If either party or the two arbitrators fail to make such a nomination within 15 days of being called upon to do so by the Arbitration Court, the Board shall appoint the missing arbitrator or arbitrators pursuant to Article IV(3) of the Rules of Procedure.

Article IX
Merger of jurisdictions in case of parallel proceedings

- (1) **Concurrence of multiple proceedings.** If several arbitration proceedings were initiated with a subject-matter requiring a single decision binding on the parties and the Affected shareholders, Articles IX(2) to (4) of the Supplementary Rules shall apply.
- (2) **Inadmissibility of Later Arbitration.** The arbitration which was first commenced (hereinafter referred to as the "Initial Arbitration Proceeding") precludes the continuation of arbitration proceedings that were commenced later (hereinafter the "Later Arbitration Proceeding"). Later arbitration proceedings are inadmissible. The Board shall decide on the inadmissibility of the Later Arbitration Proceeding.
- (3) **Priority.** The priority, out of a number of statements of claim brought, is determined by the moment of their delivery to the Arbitration Court. In order to determine the exact moment of receipt of the statement of claim by the arbitral tribunal, the statement of claim (not necessarily with the attachments) shall also be sent by e-mail. In case of doubt, the Secretary shall, at his own discretion, rule on priority. If the Secretary finds that a situation

within the meaning of Article IX(1) of the Supplementary Rules has arisen, he shall duly inform the Parties and the designated Affected shareholders of the commenced arbitration proceedings.

- (4) **The claimant's entry from the Later Arbitration Proceeding to the Initial Arbitration Proceeding.** If the claimant from the Later Arbitration Proceeding has filed his statement of claim within the given time period for issuing a statement to enter into the proceedings under Article III(1) of the Supplementary Rules, the claimant may, within 14 days of the receipt of the decision on the inadmissibility of the Later Arbitration proceedings, notify the Secretary that it is entering into the First Arbitration Proceeding as a designated Affected shareholder, indicating the party on which side it wishes to appear in the First Arbitration Proceeding. In such a case, the time period for commencing proceedings within the meaning of Article III (1) of the Supplementary Rules shall be extended until the end of the period for notification within the meaning of the previous sentence. If the claimant from the Later Arbitration proceeding notifies the entry into the First Arbitration proceeding before the expiry of the notice period, the claimant may participate in the creation of the arbitral tribunal pursuant to Article VII or Article VIII of the Supplementary Rules and also in the First Arbitration Proceeding designate other Affected shareholders pursuant to Article IV(1) of the Supplementary rules.

Article X Extension of effects of the arbitral award

- (1) The effects of the arbitration award shall also apply to those Affected shareholders who have been designated as Affected shareholders within the given time periods, regardless of whether they have exercised their right to enter into the arbitration proceedings as a party. Shareholders designated as Affected shareholders within the given time periods shall be bound by an arbitral award issued in accordance with the Supplementary Rules.

Article XI Costs of arbitration

- (1) **Rules regarding the costs of arbitration.** Attachment A to the Rules of Procedure shall apply to the decision on costs of arbitration, whereby the Affected shareholders who have not entered into the arbitration as a party are not entitled to reimbursement of costs.
- (2) **Quantification of the costs of arbitration.** The costs shall be calculated in accordance with the Attachment to the Rules on Costs of Arbitration (List of Fees) to Attachment A to the Rules of Procedure, with the designated Affected shareholder being considered a party.
