



Shanghai International Economic and Trade Arbitration Commission
(Shanghai International Arbitration Center)

ARBITRATION RULES

2024

Effective as from January 1, 2024

**Shanghai International Economic and Trade
Arbitration Commission
(Shanghai International Arbitration Center)**

Model Arbitration Clause I

“Any dispute arising from or in connection with this Contract shall be submitted to Shanghai International Economic and Trade Arbitration Commission for arbitration.”

Model Arbitration Clause II

“Any dispute arising from or in connection with this Contract shall be submitted to Shanghai International Arbitration Center for arbitration.”

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Arbitration Commission**
(Shanghai International Arbitration Center)

Arbitration Rules

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Shanghai International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center) Arbitration Rules

[Adopted at the Fifth Meeting of the Fourth Session of the Shanghai International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center, “SHIAC”), effective as from January 1, 2024.]

Chapter I General Provisions

Article 1 These Rules

These Rules are formulated in accordance with the *Arbitration Law of the People’s Republic of China* and relevant provisions of other applicable laws, and the *Charter of the Shanghai International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center)*.

Article 2 Institution and Functions

1. The Shanghai International Economic and Trade Arbitration Commission (also named “Shanghai International Arbitration Center”, formerly named “China International Economic and Trade Arbitration Commission Shanghai Commission/Sub-Commission”, hereinafter referred to as “SHIAC”) is an arbitration institution established in Shanghai, China.

2. SHIAC establishes the Shanghai International Arbitration (Hong Kong) Center in the jurisdiction of the Hong Kong Special Administrative Region.

3. SHIAC establishes the China (Shanghai) Pilot Free Trade Zone Court of Arbitration, the Shanghai International Aviation Court of Arbitration, the BRICS Dispute Resolution Center Shanghai, the China-Africa Joint Arbitration Centre Shanghai, the Shanghai International Economic and Trade Arbitration Commission Assets and Equity Exchange Arbitration Center, the Shanghai International Economic and Trade Arbitration Commission Data Arbitration Centre, and the Air Silk Road Investment and Trade Dispute Resolution Center. SHIAC may also establish and adjust professional platforms as needed.

4. Where an arbitration agreement provides for arbitration by SHIAC, or by the professional platforms of SHIAC, or designates an institution that can reasonably be inferred to be SHIAC, the parties shall be deemed to have agreed that SHIAC shall administer that arbitration.

5. SHIAC may formulate special arbitration rules and guidelines.

6. SHIAC may, according to the agreement of the parties and the Guidance for Ad Hoc Arbitration Services of SHIAC, act as the appointing authority for arbitrators in ad hoc arbitration cases under the Arbitration Rules of the United Nations Commission on International Trade Law (hereinafter the “UNCITRAL Arbitration Rules”) or other arbitration rules, or provide administrative

services in such cases, or perform the functions that an arbitration institution should perform under other arbitration rules.

7. The Chairman of SHIAC shall perform the functions and duties vested in him or her by the Laws and Regulations of the People's Republic of China, the Charter of SHIAC, and these Rules. The Vice-Chairman may perform the Chairman's functions and duties with the Chairman's authorization.

8. The Secretariat is the executive body of SHIAC, which handles its day-to-day work under the direction of the Secretary General and performs the functions and duties vested by the Laws and Regulations of the People's Republic of China, the Charter of SHIAC, and these Rules.

9. SHIAC establishes a Panel of Arbitrators and a Panel of Mediators and may establish specialized Panels of Arbitrators within the Panel of Arbitrators as necessary.

Article 3 Jurisdiction

1. SHIAC accepts arbitration cases related to contractual disputes and other disputes over property rights and interests between individuals, legal persons, and non-legal person organizations, including:

- (1) international or foreign-related arbitration cases;
- (2) arbitration cases relating to the Hong Kong SAR, Macau SAR, and Taiwan Region;
- (3) domestic arbitration cases.

2. SHIAC accepts arbitration cases over international investment disputes in accordance with the law.

Article 4 Scope of Application

1. These Rules shall apply where parties have agreed to refer their disputes to SHIAC unless the parties agree otherwise or the special arbitration rules formulated by SHIAC provide otherwise.

2. Where the parties have agreed to refer their disputes to SHIAC for arbitration under other arbitration rules or agreed on any modification of these Rules, the parties' agreement shall prevail except where such an agreement is inoperative or in conflict with a mandatory provision of the law of the place of arbitration.

3. Where parties agree to refer their disputes to the Shanghai International Arbitration (Hong Kong) Center for arbitration, Chapter IX of these Rules shall apply unless the parties agree otherwise.

4. Where the parties have agreed to refer their disputes to a specialized platform of SHIAC for arbitration, these Rules shall apply unless the parties agree otherwise or the special arbitration rules formulated by SHIAC provide otherwise.

5. Where the parties agree for arbitration under these Rules without designating the arbitration institution, they shall be deemed as having agreed to submit their disputes to SHIAC and apply these Rules for arbitration; where the parties agree for arbitration under the special arbitration rules formulated by

SHIAC without designating the arbitration institution, they shall be deemed as having agreed to submit their disputes to SHIAC.

6. Where the parties submit the cases belonging to Article 3.2 of these Rules to SHIAC for arbitration, SHIAC shall apply the UNCITRAL Arbitration Rules for arbitration.

7. Where the special arbitration rules formulated by SHIAC are to be applied for arbitration, and the special arbitration rules are inconsistent with these Rules, the provisions of the special arbitration rules shall prevail; for matters not provided for in the special arbitration rules, these Rules shall apply.

8. If the special arbitration rules formulated by SHIAC may also be applied after applying these Rules for arbitration, the parties may request SHIAC to apply the relevant provisions of the special arbitration rules.

9. SHIAC or the tribunal shall have the discretion to deal with matters not expressly provided for in these Rules in accordance with the provisions of the law and in a manner they consider appropriate after consulting with the parties.

10. SHIAC shall decide on the issues arising out of the application of these Rules, the special arbitration rules formulated by SHIAC, and other arbitration rules.

Article 5 Arbitration Agreement

1. An arbitration agreement means an arbitration clause in a contract concluded between the parties or any other form of written agreement providing for

the submission of disputes to arbitration. Where there are different provisions on the form and validity of an arbitration agreement in the laws applicable to the arbitration agreement, such provisions shall prevail.

2. SHIAC shall accept the arbitration case based on the written application of a party and the arbitration agreement providing for arbitration in SHIAC concluded between the parties before or after the occurrence of the dispute.

3. An arbitration agreement shall be in writing. An arbitration agreement is in writing if it is contained in a document such as, but not limited to, a contract, letter, telegram, telex, facsimile, EDI, or email.

4. Unless otherwise provided by the law applicable to the arbitration proceedings, an agreement to arbitrate in writing shall be deemed to exist where any of the following circumstances, but not limited to, occurs:

- (a) where the parties have agreed in the contract to apply specific transaction rules, and the rules contain arbitration clauses;
- (b) an arbitration agreement is asserted by one party and not denied by the other party during the exchange of the Request for Arbitration and the Statement of Defense;
- (c) one party requests to SHIAC for arbitration, and the other party expresses in written form its intention to agree to the arbitration;
- (d) one party makes a written commitment to refer the dispute to SHIAC for arbitration, and the other party requests to SHIAC for arbitration; and

- (e) the documents jointly signed by the parties during the arbitration proceedings state that the parties agree to arbitrate in SHIAC.

5. An arbitration clause contained in a contract shall be treated as a clause independent of and separate from all other clauses of the contract, and an arbitration agreement attached to a contract shall also be treated as independent of and separate from all other clauses of the contract. The validity of an arbitration clause or an arbitration agreement shall not be affected by any modification, rescission, termination, transfer, expiration, invalidity, ineffectiveness, revocation, or non-existence of the contract.

Article 6 Objection to Jurisdiction

1. SHIAC shall have the power to decide on the existence, validity, and jurisdiction of the case in accordance with the applicable law of the arbitration procedure and based on *prima facie* evidence.

2. If SHIAC decides on *prima facie* evidence that there exists a valid arbitration agreement and that SHIAC has jurisdiction, the arbitration procedures shall continue.

3. After the tribunal's constitution, SHIAC authorizes the tribunal to decide jurisdiction. The decision made by SHIAC on the basis of *prima facie* evidence shall not prevent the tribunal from making a new decision based on facts or evidence found during the hearing that is inconsistent with *prima facie* evidence.

4. The tribunal may either render a separate decision on jurisdiction during the arbitration proceedings or incorporate the decision in the award.

5. An objection on jurisdiction shall be made in writing before the tribunal holds the first hearing; where a case is to be decided solely on the basis of documentary evidence, such an objection shall be made in writing within ten (10) days of receiving the Written Notice of Hearing or before the expiration of the time limit for the first defense. Where there are different provisions in the laws applicable to arbitration proceedings, such provisions shall prevail.

6. An arbitration shall proceed notwithstanding the objection on jurisdiction.

7. Where SHIAC considers that it lacks the authority to accept the case or the tribunal finds it lacks jurisdiction over the arbitration case, the case shall be dismissed by the provisions under these Rules.

Article 7 Place of Arbitration

1. Where the parties have agreed on the place of arbitration, the parties' agreement shall prevail.

2. Where the parties have not agreed on the place of arbitration or the agreement is unclear, the place of arbitration shall be the domicile of SHIAC; SHIAC may also entrust the tribunal to determine another place as the place of arbitration depending on the specific circumstances of the case.

3. An award shall be deemed as being rendered at the place of arbitration.

Article 8 Good-faith Arbitration

The parties and other participants in the arbitration procedures shall participate in the arbitration following the principle of good faith, conduct goodwill cooperation, and abide by their commitments. The parties shall ensure that they deal with the arbitration procedure and advance their submissions in good faith.

Article 9 Green Arbitration

The parties and other participants in the arbitration procedures shall participate in the arbitration in line with the green environmental protection principle.

Article 10 Digital and Intelligent Arbitration

1. The parties may agree, and the Secretariat or the tribunal may also decide, to conduct all or part of the arbitration proceedings with the assistance of information technology, including but not limited to case filing, document and evidence exchange, inquiry, mediation, appraisal, hearing, and other logistic services, through SHIAC E-Platform (hereinafter referred to as the “E-Platform”).

2. The use of technology pursuant to these Rules should follow the principles of technological neutrality, efficiency and convenience, equal rights, safety, and reliability. Each technology user shall comply with relevant laws and regulations, including but not limited to the laws and regulations on network security, personal information protection, and data security, and shall not harm national security, state secrets, trade secrets, and personal privacy.

Article 11 Principle of Confidentiality

1. Arbitration shall be held in camera. Where the parties agree to request a public hearing or disclose case information, the tribunal shall decide whether or not to grant the request; the Secretariat of SHIAC shall make the decision prior to the constitution of the tribunal.

2. For cases heard in camera, participants in the arbitration procedures, whether during the conduct of the arbitration or after the rendering of the arbitral award, shall not disclose to any outsiders any substantive or procedural matters in relation to the case unless otherwise provided by laws, regulations, and these Rules.

3. At the request of a party and if the tribunal considers it necessary, the tribunal may decide to require the parties and their affiliates to maintain the confidentiality of the arbitration proceedings or any other matters related to the arbitration and may also decide to take necessary measures to protect trade secrets, personal privacy, and other confidential information.

4. SHIAC may, with the written consent of the parties, publish desensitized and anonymized awards.

Article 12 Waiver of Right to Object

A party shall be deemed to have waived its right to object where it knows or should have known that any provision of, or requirement under, these Rules or arbitration agreements has not been complied with and yet participates in or proceeds with the arbitration

proceedings without promptly and explicitly submitting its objection to such non-compliance in writing.

Chapter II Arbitral Proceedings

Article 13 Commencement of Arbitration

The arbitration proceedings shall commence on the date SHIAC receives the Request for Arbitration unless otherwise provided by the law applicable to the arbitral proceedings or otherwise provided by the arbitration rules agreed upon by the parties.

Article 14 Application for Arbitration

1. A party applying for arbitration under these Rules shall submit a Request for Arbitration in writing signed by or sealed by the Claimant or its authorized representative(s), which shall, among other things, include:

- (a) the names and domiciles of the Claimant and the Respondent, including contact addresses and any means of communication;
- (b) a reference to the arbitration agreement;
- (c) the claims; and
- (d) the facts and grounds.

2. Apart from the Request for Arbitration, the Claimant shall also submit documents certifying its identity and the evidence that supports its claims. If representative(s) is/are authorized, a Power of Attorney shall be submitted. The Claimant shall pay the arbitration fees

in advance to SHIAC according to the Schedules of Arbitration Fees attached with these Rules.

Article 15 Claims Under Multiple Contracts in One Arbitration

1. Where arbitration agreements of multiple contracts all provide for arbitration at SHIAC, and the contents of these arbitration agreements are identical or compatible, the Claimant may submit a Request for Arbitration against other parties under multiple contracts in one arbitration if any of the following circumstances occurs:

- (a) multiple contracts arise from the same transaction or series of transactions;
- (b) multiple contracts have a principal-accessory relationship, or the subject matter of arbitration is of the same sort or related; or
- (c) other circumstances stipulated by law or agreed upon by the parties.

2. If the Secretariat of SHIAC decides to accept the application for claims under multiple contracts to be heard in one arbitration, the counter-parties may request that multiple contracts be heard separately by submitting an application in writing within the time limit for submitting the Statement of Defense under these Rules, and the Secretariat has the discretion to decide whether to grant permission.

Article 16 Acceptance

1. Upon receipt of the Request for Arbitration and its attachments, if SHIAC finds, after examination, the formalities required for the application for arbitration to be incomplete, SHIAC may request the Claimant to complete those formalities. Where the party fails to complete the formalities as required, the party is deemed not to have submitted the Request for Arbitration.
2. Where the formalities of the application for arbitration are complete, the Secretariat shall send a Notice of Acceptance to the Claimant together with the Arbitration Rules, the Panel of Arbitrators, and the Schedules of Arbitration Fees within five (5) days. The Secretariat shall send to the Respondent, within five (5) days after the delivery of the Notice of Acceptance, the Notice of Arbitration together with the Request for Arbitration and its attachments, the Arbitration Rules, the Panel of Arbitrators and the Schedules of Arbitration Fees.
3. SHIAC shall, after accepting a case, designate one or two case management secretaries to assist the tribunal in the procedural administration of the case.

Article 17 Defense

1. Within thirty (30) days from receipt of the Notice of Arbitration, the Respondent shall submit a Statement of Defense in writing to the Secretariat. If the Respondent has justifiable reasons to request an extension of the time limit for submitting the Statement of Defense, the tribunal shall, at its discretion, decide whether or

not to grant such request. If the tribunal has yet to be constituted, the Secretariat shall decide.

2. The Statement of Defense shall be signed by or sealed by the Respondent or its authorized representative(s), and shall, among other things, include:

(a) the name and domicile of the Respondent, including contact addresses and any means of communication; and

(b) The Defense to the Request for Arbitration setting forth the relevant facts and grounds.

3. When submitting the Statement of Defense, the Respondent shall attach the documents certifying its identity and the evidence which supports the Respondent's Defense. If representative(s) is/are authorized, a Power of Attorney shall be submitted.

4. Failure of the Respondent to submit a Statement of Defense or evidence within the specified period shall not affect the conduct of the arbitration proceedings. The tribunal may decide whether to accept a Statement of Defense or evidence submitted after the expiration of the time limit.

Article 18 Counterclaim

1. Within thirty (30) days from receipt of the Notice of Arbitration, the Respondent shall file with the Secretariat its counterclaim in writing, if any.

2. If the Respondent has justifiable reasons to request an extension of the time limit for submitting the counterclaim, the tribunal shall, at its discretion, decide

whether to grant such request. If the tribunal has not been constituted, the Secretariat shall decide.

3. Failure of the Respondent to submit a counterclaim within the specified period shall not affect the conduct of the arbitration proceedings. The tribunal may decide whether to accept a counterclaim submitted after the expiration of the time limit.

4. When submitting a counterclaim, the Respondent shall specify the counterclaim in writing in its Statement of Counterclaim and state the facts and grounds upon which it is based, together with relevant evidence.

5. When submitting a counterclaim, the Respondent shall pay the arbitration fees in advance according to the Schedules of Arbitration Fees attached with these Rules within a specified period, failing which the Respondent shall be deemed not to have submitted any counterclaim.

6. Where the formalities required for filing a counterclaim are complete, SHIAC shall send the Notice of Acceptance of the Counterclaim to the Claimant. The Claimant shall, within thirty (30) days from the date of receipt of the Notice of Acceptance, submit in writing its Statement of Defense to the Respondent's counterclaim and its attachments to the Claimant. If the Claimant has justifiable reasons to request an extension of the time limit for filing the Statement of Defense, the tribunal shall, at its discretion, decide whether to extend it or not. If the tribunal has not been constituted, the Secretariat shall decide.

7. Failure of the Claimant to submit a Statement of Defense or evidence in response to the Respondent's counterclaim shall not affect the conduct of arbitration proceedings. The tribunal has the discretion to decide whether to accept a Statement of Defense or evidence to the Respondent's counterclaim submitted after the expiration of the time limit.

Article 19 Amendment to Request

1. A party may request in writing to amend its claims or counterclaims for arbitration or clarify matters relating to the claims or counterclaims.

2. The Secretariat has the discretion to decide whether or not to grant such amendment before the constitution of the tribunal; the tribunal shall render a decision after the constitution of the tribunal. The Secretariat or the tribunal shall have the discretion to refuse if the amendment would be so late, unfair to the other party, or cause any other circumstance, as to make the amendment undesirable.

3. The establishment, acceptance, and defense of such amendment of a claim or counterclaim shall be conducted per the provisions under these Rules on the acceptance and defense of a claim or counterclaim.

Article 20 Copies of Submissions

1. Unless otherwise agreed by the parties or otherwise decided by the tribunal, the arbitration documents and evidence submitted under these Rules may if the parties prefer be submitted in electronic forms through the E-Platform.

2. Where a party submits a document electronically, the Secretariat of SHIAC or the tribunal may require it to submit an identical document in paper form. Unless otherwise agreed by the parties or decided by the tribunal, the electronic version shall prevail in case of inconsistency between the electronic version and the paper version.

3. Where a party submits a hardcopy arbitration document or evidence, it shall ensure that the Secretariat, the tribunal, and other parties each receive at least one copy; where the parties have multiple contact addresses, the number of copies shall be increased accordingly.

3. Unless otherwise agreed by the parties or otherwise decided by the tribunal, the arbitration documents and evidence shall be forwarded by the Secretariat to the tribunal and the other parties.

Article 21 Representation

1. A party may be represented by authorized Chinese or foreign representative(s) to handle matters relating to arbitration. In such a case, a Power of Attorney setting out the identity of, specific matters entrusted to, and authority of the representative(s) shall be submitted to SHIAC.

2. If there is a change in the representative(s) of a party during the arbitral proceedings, it shall promptly notify the Secretariat in writing of the change in its representative(s).

3. Where a party needs to change or add a representative(s) after the tribunal's constitution, it shall submit a written request to the tribunal. After hearing the opinions of the parties, the tribunal may decide whether to permit the new party representative's involvement in the arbitration, taking into account factors such as the circumstances under which the parties have expressed their opinions on the matters concerning the challenge of the arbitrator within a reasonable period, the progress of the tribunal's hearing of the case, and the prevention of conflicts of interest arising from the change of the arbitrator's representative(s).

Chapter III Interim Measures

Article 22 Types of Interim Measures

The parties may apply to SHIAC or a competent court for the following interim measure(s) under the relevant laws of the place of arbitration, the domicile of the parties, and the jurisdiction where the interim measure(s) is sought:

- (a) preservation of property;
- (b) preservation of evidence;
- (c) requesting a party to perform or prohibiting a party from performing an act; and
- (d) other measure(s).

Article 23 Pre-arbitration Interim Measures

1. Before filing a Request for Arbitration, a party seeking interim measures may apply directly to the competent court for interim measure(s) under the

applicable laws or request assistance from SHIAC in applying to the competent court for interim measure(s).

2. An applicant for pre-arbitration interim measure(s) which requests SHIAC to assist shall provide the following documents:

- (a) an arbitration agreement, and
- (b) an application for interim measures under Article 24.1.

3. Within two (2) days of receipt of the above documents, if SHIAC considers the assistance sought to be feasible, SHIAC shall transfer the documents to the competent court and notify the applicant.

4. An applicant for pre-arbitration interim measure(s) shall apply to SHIAC for arbitration within the mandatory time limit after the court has enforced the interim measure(s) by the applicable laws.

Article 24 Interim Measures in Arbitration

1. Any party applying for interim measure(s) after SHIAC accepts the case shall submit a Request for Interim Measure(s), including:

- (a) the name, domicile, and contact means of the parties;
- (b) the reason(s) for seeking interim measure(s);
- (c) the specific interim measure(s) sought;
- (d) information on the court where the interim measure(s) sought is to be enforced or other courts with competent jurisdictions; and
- (e) any other content specified under relevant laws.

2. SHIAC will transfer the application for interim measures, and any supplementary applications, applications for amendment, and applications for rescission, made under relevant laws and the provisions of these Rules, to the court with competent jurisdiction for a ruling or to the tribunal for a decision or to the emergency arbitrator for a decision.

Article 25 Emergency Arbitrator

1. Any party who wishes to apply for interim measure(s) during the period between the acceptance of a case and the constitution of the tribunal may apply for the appointment of an emergency arbitrator by submitting a written application under the provisions of relevant laws. The Chairman of SHIAC shall decide whether to appoint an emergency arbitrator.

2. The applicant shall pay the fees in advance according to the Schedules of Arbitration Fees if the Chairman of SHIAC decides to appoint an emergency arbitrator. The Chairman of SHIAC may appoint an emergency arbitrator from the Panel of Arbitrators within two (2) days upon the completion of formalities. The Secretariat shall inform the parties of the appointment of the emergency arbitrator.

3. The emergency arbitrator shall perform his/her disclosure obligations according to Article 35 of these Rules. A party seeking to challenge the emergency arbitrator shall file a written request to SHIAC within two (2) days of that party's receipt of the emergency arbitrator's disclosures pursuant to Article 35. Where a party fails to raise a challenge within the time limit, it

shall not challenge the emergency arbitrator later based on the disclosed facts.

4. The emergency arbitrator shall decide on the application for interim measure(s) pursuant to Article 26 of these Rules.

5. The emergency arbitrator shall no longer perform his/her duties after the tribunal is constituted and shall hand over all the materials to the tribunal.

6. Unless otherwise agreed by the parties, the emergency arbitrator shall not act as an arbitrator for the dispute in relation to which the emergency arbitrator was appointed.

7. The procedures provided in this Article shall not affect the continuation of the arbitration proceedings.

8. The provisions of Chapter IV of these Rules shall be taken as a reference in respect of matters not covered in this Article regarding the appointment of emergency arbitrators.

Article 26 Rendering Decision on Interim Measures

1. The emergency arbitrator or tribunal shall comprehensively judge the necessity and feasibility of granting interim measure(s), and shall render and sign a written decision in the format required by the provisions of the relevant laws, with reasons provided, on any application for interim measure(s). Any decision on interim measure(s) rendered and signed by the emergency arbitrator or the tribunal shall be sealed by SHIAC.

2. The emergency arbitrator or the tribunal may hear the opinions of the parties in writing or through a hearing, arrange for the submission of relevant documents and materials related to the interim measures requested by the parties, and considering the nature of the interim measure(s) sought, order the provision of appropriate security by the applicant before making a decision.

3. A decision on interim measures under this Article shall be rendered by the emergency arbitrator within ten (10) days of their appointment or by the tribunal within ten (10) days of its receipt of the application for interim measure(s), save that the emergency arbitrator or the tribunal shall decide on interim measure(s) within five (5) days of the date any security is provided under Article 26.2.

4. If a decision on interim measures rendered by the emergency arbitrator or the tribunal requires enforcement by the courts, the relevant party's request to enforce the interim measures shall communicate the relevant decision to the competent court.

Article 27 Amendment to Decision on Interim Measures

1. Where the opposing party objects to a decision on interim measures made by the emergency arbitrator or the tribunal, it shall file a written objection to the Secretariat within three (3) days of its receipt of the decision, which shall submit it to the emergency arbitrator or the tribunal which rendered such decision on interim measure(s), which has the discretion to decide whether to accept the objection. If the

emergency arbitrator has handed over to the tribunal all the materials after rendering such the decision on interim measure(s), the tribunal shall have the discretion to decide whether to accept the objection.

2. The emergency arbitrator or the tribunal shall, within three (3) days of its receipt of the objection, decide whether to maintain, modify, suspend, or withdraw the decision on interim measure(s).

3. The emergency arbitrator or the tribunal has the discretion to decide whether the decision on interim measure(s) should be maintained, modified, suspended, or withdrawn. The tribunal has the discretion to decide whether the decision on interim measure(s) rendered by the emergency arbitrator should be maintained, modified, suspended, or withdrawn.

4. Any amendment of a decision on interim measure(s) under this Article shall be made in writing with supporting reasons by the emergency arbitrator or by the tribunal and shall constitute a part of the decision on interim measure(s).

5. The party receiving an amendment to a decision on interim measure(s) shall notify the competent court within five (5) days of the receipt of such amendment.

Article 28 Compliance with Decision on Interim Measures

1. A decision on interim measure(s) made by the emergency arbitrator or the tribunal shall be binding upon the parties, and the parties shall comply with such decision.

2. If a party violates a decision on interim measures made by the emergency arbitrator or the tribunal, the tribunal may, after reviewing an application by the opposing party, require the party which violated the decision to bear the reasonable losses of the opposing party as a result.

Chapter IV Tribunal

Article 29 Duties of Arbitrator(s)

An arbitrator shall not represent either party and shall remain independent of the parties and shall treat them equally.

Article 30 Number and Composition of Tribunal

1. The tribunal shall be composed of one or three arbitrator(s).
2. Unless otherwise agreed by the parties or provided by these Rules, the tribunal shall be composed of three arbitrators.
3. Where the parties have agreed on the constitution of the tribunal, the parties' agreement shall prevail except where such agreement is inoperative or in conflict with a mandatory provision of the law applicable to the arbitration procedures.

Article 31 Appointment of Arbitrator(s)

1. The parties may appoint arbitrators from the Panel of Arbitrators or recommend persons not on the Panel of Arbitrators to act as arbitrators.

2. A person not on the Panel of Arbitrators may act as an arbitrator, presiding arbitrator, or sole arbitrator after being confirmed by the Chairman of SHIAC under the law.

Article 32 Three-arbitrator Tribunal

1. Unless otherwise agreed by the parties, the Claimant and the Respondent shall each appoint or entrust the Chairman of SHIAC to appoint an arbitrator from the Panel of Arbitrators within twenty (20) days of receiving the Notice of Acceptance or the Notice of Arbitration respectively. Where a party fails to do so, the Chairman of SHIAC shall appoint the arbitrator.

2. Where a party recommends a person not on the Panel of Arbitrators to act as an arbitrator, it shall submit that person's information to the Secretariat within the specified time limit in Article 32.1. The person may act as the arbitrator of the case upon the approval of the Chairman of SHIAC after confirmation in accordance with law; if there is no confirmation, the party recommending the person shall, within ten (10) days from the date of receipt of the decision of SHIAC declining to appoint such person, appoint or entrust the Chairman of SHIAC to appoint an arbitrator from the Panel of Arbitrators. Where a party fails to do so, the Chairman of SHIAC shall appoint the arbitrator.

3. Unless otherwise agreed by the parties, the presiding arbitrator shall be jointly appointed by the parties from the Panel of Arbitrators within twenty (20) days from the date of receipt of the Notice of Arbitration by the Respondent, or be appointed from the Panel

of Arbitrators by the Chairman of SHIAC under the parties' entrustment. Where the parties fail to jointly appoint the presiding arbitrator or entrust the Chairman of SHIAC to do so, the Chairman of SHIAC shall appoint the presiding arbitrator.

4. Where the parties have agreed on the choice of a presiding arbitrator not on the Panel of Arbitrators, information in relation to that person shall be submitted to the Secretariat within the time limit specified in Article 32.1. The person may act as the presiding arbitrator of the case upon the approval of the Chairman of SHIAC; if there is no approval, the parties shall, within ten (10) days of the date of receipt of the decision of SHIAC declining to appoint such person, jointly appoint, or entrust the Chairman of SHIAC to appoint, the presiding arbitrator from the Panel of Arbitrators. Where the parties fail to jointly appoint or entrust the Chairman of SHIAC to appoint a presiding arbitrator in accordance with the aforesaid provisions, the Chairman of SHIAC shall appoint the presiding arbitrator.

5. The parties may agree that the presiding arbitrator shall be jointly appointed by the two co-arbitrators. Unless otherwise agreed by the parties, where the two confirmed co-arbitrators fail to reach an agreement on the presiding arbitrator within ten (10) days of the date of appointment of the second arbitrator, or where they fail to entrust the Chairman of SHIAC to appoint the presiding arbitrator within ten (10) days of the date of the appointment of the second arbitrator, the presiding arbitrator shall be appointed by the Chairman of SHIAC.

6. The Secretariat may, by agreement of the parties or upon joint submission of a written application by the parties, recommend five (5) or more candidates for presiding arbitrator from the Panel of Arbitrators for the parties to choose from. Unless otherwise agreed by the parties, within ten (10) days from the date of receipt of the shortlist sent by the Secretariat, the parties shall respectively determine their candidates from the shortlist and submit them to the Secretariat in writing. Where there is only one common candidate between the parties' choices, such a candidate shall act as the presiding arbitrator jointly appointed by the parties; where there is more than one (1) common candidate between the parties' choices, the Chairman of SHIAC shall choose a presiding arbitrator from among the common candidates, who shall act as the presiding arbitrator jointly appointed by the parties; where there is no common candidate between the parties' choices, the Chairman of SHIAC shall appoint the presiding arbitrator outside the shortlist of candidates.

7. Where the presiding arbitrator fails to be appointed according to the above provisions, the presiding arbitrator shall be appointed by the Chairman of SHIAC.

8. Unless otherwise agreed by the parties, where an arbitrator appointed by the parties is required to incur expenses for travel and accommodation, arbitrators' special remuneration, and other necessary costs for hearing a case, such expenses shall be borne by the party that appointed the arbitrator and shall be paid in advance within the time limit notified by

the Secretariat. Where either party fails to make the payment for such expenses in advance as a deposit within the specified period, the relevant arbitrator will be deemed to have not been appointed by that party. Unless the appointing party appoints another arbitrator who is not required to incur the said expenses within ten (10) days upon the date of receipt of the notice to appoint another arbitrator, the Chairman of SHIAC will appoint the arbitrator under the provisions in these Rules.

9. Where an agreement in connection with the appointment of arbitrators by the parties is inoperative, an arbitrator shall be appointed according to the provisions of these Rules.

10. Where an arbitrator appointed by the parties, or a presiding arbitrator appointed or jointly appointed by the parties or by the appointed arbitrators, refuses to accept the appointment, the relevant party shall appoint another arbitrator within ten (10) days of the date of receipt of the notice to appoint another arbitrator by that party in accordance with the provisions of this Article; where the party fails to appoint another arbitrator according to this Article, the Chairman of SHIAC shall appoint the arbitrator. Where an arbitrator appointed by the Chairman of SHIAC refuses to accept the appointment in accordance with the provisions of this Article, the Chairman of SHIAC shall re-appoint the arbitrator under the provisions of this Article.

Article 33 Sole-arbitrator Tribunal

Where the tribunal comprises one arbitrator, the sole arbitrator shall be appointed according to the procedures stipulated in Article 32 for appointing the presiding arbitrator.

Article 34 Tribunal in Multiple Parties' Arbitration

1. Where there are two (2) or more Claimants or Respondents in an arbitration case, the arbitrator appointed or recommended by one of the parties shall be jointly determined by that party through consultation and submitted in writing to the Secretariat.
2. Apart from those provided in Article 41 of these Rules, other procedures relating to the constitution of the tribunal in multiple parties' cases shall be conducted in accordance with the provisions of Article 32 of these Rules.

Article 35 Information Disclosure

1. Where an arbitrator accepts an appointment to act as the arbitrator in the case, he /she shall sign a declaration and disclose in writing to SHIAC any facts or circumstances that may give rise to justifiable doubts as to his/her impartiality or independence under the laws and regulations applicable to the arbitration procedure, which the Secretariat shall forward to the parties. When disclosing information, arbitrators may refer to the provisions of the IBA Guidelines on Conflicts of Interest in International Arbitration or relevant guidance documents formulated by SHIAC.

2. If circumstances that need to be disclosed arise after the acceptance by the arbitrator of the appointment to act as arbitrator in the case and before the conclusion of the arbitration proceedings, the relevant arbitrator shall promptly disclose such circumstances in writing to SHIAC.

3. In order to ensure that the arbitrators fulfill their disclosure obligations based on sufficient information of the case, any party shall notify the Secretariat in writing during the arbitral proceedings of any matter that may affect the impartiality and independence of the arbitrators, including but not limited to, agreements with its representatives or agreements with a non-party to finance its arbitration case, or any other agreement relating to the arbitration case, for transmission by the Secretariat to the tribunal and the parties.

Article 36 Challenge to Arbitrator(s)

1. Upon receipt of the declaration or written disclosure of an arbitrator communicated by the Secretariat, a party who intends to challenge the arbitrator on the grounds of the facts or circumstances disclosed by the arbitrator shall forward the challenge in writing to SHIAC within ten (10) days of the date of such receipt. If a party fails to raise a challenge within the time limit, it shall not challenge an arbitrator later on the basis of facts disclosed by the arbitrator.

2. A party which has justifiable doubts as to the impartiality or independence of arbitrator(s) may request in writing to SHIAC for that arbitrator's

withdrawal. In the request, the facts and reasons on which the request is based shall be stated with supporting evidence. Such challenge of the arbitrator shall be made in writing within fifteen (15) days of a party becoming aware of the facts and reasons for a challenge.

3. The Secretariat shall communicate the challenge promptly to the other party, the arbitrator being challenged, and the other members of the tribunal, who subsequently may all provide their comments on such challenge.

4. Where an arbitrator is challenged by one party and the other party agrees to the challenge, or the arbitrator being challenged withdraws from his/her office, such arbitrator shall no longer act as an arbitrator. Neither circumstance shall imply that the challenge made by the party is sustainable.

5. If, after a party has been informed of the constitution of the tribunal, and as a result of that party's initiative, a matter arises between that party and an arbitrator which the arbitrator should have disclosed, that party is deemed to have waived its right to challenge the arbitrator on those grounds, without prejudice to the right of other parties to challenge the arbitrator on those grounds. If an arbitrator is challenged or voluntarily withdraws as a result of that matter and the arbitral proceedings are therefore delayed, the tribunal shall be entitled to require that party to bear the costs incurred as a result in accordance with the provisions of Article 63 of these Rules.

6. In circumstances other than those specified in Article 36.4, the Chairman of SHIAC shall decide on the challenge to the arbitrators.

7. An arbitrator who has been challenged shall continue to perform his/her functions as arbitrator until the Chairman of SHIAC has decided on the challenge.

Article 37 Replacement of Arbitrator(s)

1. Where an arbitrator is prevented *de jure* from performing, or is *de facto* unable to perform his/her functions due to health reasons, removal, withdrawal, or resignation after acceptance of the appointment, or he/she fails to perform his/her functions under the requirements in these Rules, the parties may request the replacement of the arbitrator, and such arbitrator may also withdraw his/her acceptance of the appointment. The Chairman of the SHIAC has the discretion to decide whether to replace such an arbitrator after hearing the opinions of the parties and all members of the tribunal.

2. In the event of replacement of an arbitrator pursuant to Article 37.1, a substitute arbitrator shall be appointed according to the procedure for the original appointment of the arbitrator being replaced, except in cases where the majority of arbitrators continue the proceedings pursuant to Article 38 of these Rules.

3. After replacement of arbitrator(s), a party may apply for a challenge to a substituted arbitrator by reference to Article 36 of these Rules.

4. The tribunal shall decide whether to resume the

proceedings that have been wholly or partially conducted. If the tribunal decides to resume all hearing proceedings, the time limit for making an award provided for in these Rules shall be calculated from the date the tribunal decides to resume the proceedings.

Article 38 Remaining Arbitrators to Continue Arbitration

If, after the tribunal declares the hearing concluded, an arbitrator in a three-arbitrator tribunal falls under the circumstances provided for in Article 37.1 of these Rules, the remaining arbitrators may request the Chairman of SHIAC to replace the arbitrator according to Article 37.2. After consulting with the parties and upon the approval of the Chairman of SHIAC, the remaining arbitrators may continue the arbitration proceedings and make decisions or render the award.

Chapter V Hearings

Article 39 Conduct of Hearing

1. The tribunal shall conduct the case in any manner deemed appropriate, unless otherwise agreed by the parties. Under any circumstance, the tribunal shall act impartially and fairly and shall provide reasonable opportunities to all parties for them to present and argue their cases.
2. The tribunal shall hold hearings when conducting the case. The tribunal may conduct hearings in whole or in part online, taking the SHIAC Guidance for Online Arbitration as a reference.

3. The tribunal may conduct the case based on documents only with the consent of all parties.
4. The tribunal may hold its deliberations at any place or in any manner that it deems appropriate.
5. The tribunal may, if it considers it necessary, issue procedural directions and lists of questions, hold pre-hearing meetings and preliminary hearings, produce terms of reference, and make interim or partial awards, and may also make arrangements for the exchange or examination of evidence, witness testimony, hearing procedures, post-hearing procedures.
6. Where the tribunal disagrees on procedural matters, the arbitration proceedings shall be conducted by the majority opinion of the tribunal; when the tribunal cannot reach a majority opinion, the arbitration proceedings shall be conducted following the opinion of the presiding arbitrator.

Article 40 Consolidation of Arbitration

1. Upon request by a party and with the consent of the other parties, the tribunal may decide to consolidate directly two or more cases, the subject matter of which is of the same kind or which are related, into a single arbitration.
2. Unless otherwise agreed by the parties, cases shall be consolidated into the case that was commenced first. Unless the parties jointly request a single award, the tribunal shall render separate awards in the consolidated cases.

3. This Article shall not apply to cases where the composition of the tribunals is not identical.

Article 41 Joinder of Third Parties

1. Where a party requests the joinder of third parties under the same arbitration agreement as the parties to the case, or if such third parties apply to join the arbitration proceedings, a written application shall be submitted. The Secretariat shall decide whether or not to grant permission before the tribunal's constitution, and the tribunal has the discretion to decide on that issue after its constitution.

2. Where multiple Claimants or multiple Respondents are not able to jointly appoint arbitrators after the Secretariat has agreed that third parties may join the arbitration proceedings, all the arbitrators in the case shall be appointed by the Chairman of SHIAC unless the parties agree otherwise.

3. Where the tribunal has been constituted but the third parties to be joined and the original parties fail to reach an agreement on the formation of the tribunal, the tribunal shall have the discretion to refuse the third parties from joining the arbitral proceedings.

4. After the third parties join the arbitration proceedings, the parties may submit a written application for a new determination of the time limit for the submission of the statement of defense, the submission of counterclaims or amendment of the Request for Arbitration, or the submission of evidence. The Secretariat shall decide whether or not to grant permission before the tribunal's

constitution, and the tribunal shall have the discretion to decide after its constitution.

5. In arbitration proceedings, the parties may, with the consent of the third parties that is not a signatory to the arbitration agreement, apply in writing to add that third party into the arbitration, and that third party may, with the consent of the original parties, apply in writing to be added as an additional party into the arbitration. Reference shall be made to the provisions of this Article in respect of other matters relating to the joinder of the third party that is not a signatory to the arbitration agreement into the arbitration proceedings.

Article 42 Notice of Hearing

1. The date of the first hearing shall be fixed by the tribunal and notified to the parties by the Secretariat at least twenty (20) days in advance of the date of the hearing. The tribunal may hold hearings with less than twenty (20) days' notice with the consent of the parties.

2. A party with justifiable reasons may request a postponement of the hearing. However, such a request must be communicated to the tribunal in writing at least ten (10) days in advance of the date of the hearing. The tribunal shall decide whether to postpone the hearing or not.

3. If a party having justifiable reasons fails to request a postponement of the hearing within the time limit in Article 42.2, the tribunal shall decide whether to accept such request or not.

4. A notice of hearing after the first hearing and a notice of a postponed hearing shall not be subject to the time limit in Article 42.1.

Article 43 Place of Hearing

1. Unless otherwise agreed by the parties or the tribunal decides to hold an online hearing, cases to which these Rules apply shall be heard at the domicile of the SHIAC.

2. If the tribunal considers it necessary, hearings may be held at places other than the domicile of SHIAC with the approval of the Secretary General of SHIAC.

3. Where the parties have agreed to hold a hearing at a place other than SHIAC's domicile, they shall bear the corresponding costs under the provisions of Article 87 of these Rules. The parties shall pay the fees in the proportions agreed or determined by SHIAC within the time limit notified by the Secretariat; if the parties fail to do so, the hearing shall be held at the domicile of SHIAC.

Article 44 Default

1. If the Claimant fails to appear at a hearing without showing justifiable reasons for such failure or withdraws from an ongoing hearing without the tribunal's permission, the Claimant shall be deemed to have withdrawn its Request for Arbitration. In such a case, if the Respondent has filed a counterclaim, the tribunal shall proceed with the hearing of the counterclaim and render a default award.

2. If the Respondent fails to appear at a hearing without showing justifiable reasons for such failure or withdraws from an ongoing hearing without the tribunal's permission, the tribunal may proceed with arbitration and render a default award. In such a case, if the Respondent has filed a counterclaim, the Respondent shall be deemed to have withdrawn its counterclaim.

Article 45 Record of Hearing

1. During the hearing, excluding those held for the purposes mediation, the tribunal shall make a written record of the hearing and may arrange a stenographic or audio-visual record.

2. Upon joint application by the parties, or application by one of the parties and with the consent of the tribunal, or at the discretion of the tribunal, the tribunal may hire professional stenographers or use other means to prepare the record of the hearing, and the expenses incurred therein shall be paid in advance by the parties. For cases heard online, the tribunal may use voice recognition technology to generate electronic records simultaneously.

3. The hearing record shall be signed, stamped, or sealed by the arbitrators, the parties and their representative(s), witness(es), or other relevant personnel. Any party or participant in the arbitration may apply for a rectification of any omission or error in the record of the hearing. If the tribunal refuses the request for rectification, the application shall be

recorded in the file. The electronic record is available online for the parties to check and confirm.

4. SHIAC shall keep the written record and the stenographic or audio-visual record of the hearing. After the parties have written to SHIAC confirming that they will comply with their confidentiality obligations, the Secretariat may provide the parties with a copy of the written record of the hearing.

Article 46 Evidence

1. Each party bears the burden of proving the facts on which its claim, defense, or counterclaim is based.

2. The tribunal shall specify a period for the parties to submit evidence unless otherwise provided in these Rules. The parties shall produce evidence within the specified period, and the tribunal may refuse to admit any evidence produced beyond the period. If a party has difficulties submitting evidence within the specified period, it may apply for an extension before the expiration of the period. The tribunal shall decide whether or not to extend the period.

3. Parties that bear the burden of proof shall bear the consequences of their failure to produce evidence within the specified period or if the produced evidence is insufficient to support their claims or counterclaims.

4. Where parties apply for factual witnesses or expert witnesses to appear at a hearing, they shall specify in the written application the identity information of the witnesses, the objects of proof to be stated, the content

of the proof, and the language used. The tribunal may decide whether to grant witness testimony and the relevant arrangements for witnesses to testify.

5. The form of evidence submitted by the parties and matters related to the submission of evidence shall comply with the rules of evidence applicable to the case. If the parties have not agreed on the rules of evidence or the agreement of the parties cannot be implemented, the tribunal may decide the rules of evidence by referring to the relevant provisions of the law applicable to the arbitration procedure.

Article 47 Investigation by Tribunal

1. The tribunal may, on its initiative, undertake investigations and collect evidence as it considers necessary.

2. When investigating and collecting evidence by itself, the tribunal shall promptly notify the parties to be present at such investigation if it considers it necessary. If one or both parties fail to be present, the investigation and collection shall proceed without being affected.

3. The tribunal shall, through the Secretariat, transmit the evidence collected by itself to the parties and provide them with an opportunity to comment.

Article 48 Expert Opinion and Appraiser Report

1. The parties may request a consultation or appraisal on specific issues of a case. The tribunal has the discretion to decide whether to grant permission.

The tribunal may consult or appoint expert(s) or appraiser(s) for clarification on specific issues of a case as it considers necessary. Such expert(s) or appraiser(s) may be a Chinese or foreign organization or natural person.

2. Such an expert or appraiser may be appointed jointly by the parties, who may make the joint appointment in accordance with the provisions of these Rules on the appointment of the presiding arbitrator. Where the parties disagree on the appointment, the tribunal shall make the appointment.

3. The parties shall pay in advance the consultation/appraisal fees according to the percentage agreed to or specified by the tribunal. Where the parties fail to pay such fees in advance within the specified period, the tribunal has the discretion to decide not to conduct the relevant consultation or appraisal, and the parties shall bear the corresponding consequences themselves.

4. An expert or appraiser shall, under the provisions of Article 35 of these Rules, disclose in writing circumstances that may give rise to doubts as to his/her independence and impartiality before accepting the appointment, which the Secretariat shall forward to the parties and the tribunal.

5. The tribunal has the discretion to request the parties to deliver or produce to the expert or appraiser relevant materials, documents, or properties and goods for examination, inspection, or appraisal. The parties are obliged to comply with such requests.

6. The expert opinion or the appraiser report shall be

transmitted to the parties by the Secretariat, and the parties shall be given an opportunity to respond. At the request of either party and with the approval of the tribunal, the expert or the appraiser may be heard at a hearing where, if considered necessary and appropriate by the tribunal, he/she may give explanations on their reports.

Article 49 Examination of Evidence

1. The tribunal may, as necessary for examining the case, arrange for the parties to independently verify whether the original evidence materials and copies are consistent before or after the hearing. Under the parties' agreement, the tribunal may entrust the Secretariat to organize the parties to conduct the above verification work.

2. Where a case is conducted through a hearing, the evidence shall be exhibited at the hearing and examined by the parties. The tribunal shall decide whether to admit the evidence submitted at the hearing; if it decides to accept it, the tribunal, after soliciting the counter-party, may decide to conduct an examination of the evidence during the hearing and allow the counter-party to submit written examination of evidence opinions after the hearing, or may decide to arrange another hearing for examination of such part of the evidence.

3. Evidence that the parties jointly confirm or have no objection to may not be exhibited after being explained by the tribunal at the hearing.

4. If evidence is submitted after the hearing and the tribunal decides to admit the evidence without holding further hearings, the tribunal may request the parties to submit their opinions thereon in writing within a specified period.

5. When making determinations on the evidence, the tribunal may, in addition to relevant laws and regulations, decide based on the overall circumstances of the case in light of industry practices and trading usage.

Article 50 Suspension and Resumption of Arbitration Procedures

1. The arbitration proceedings may be suspended when the parties request or if laws and regulations or these Rules stipulate circumstances during the proceedings that make such suspension necessary. The tribunal shall decide to suspend the arbitration proceedings, or the Secretary General of SHIAC shall decide if the tribunal is not constituted.

2. After the circumstances giving rise to the suspension of the arbitral proceedings have disappeared, the arbitral proceedings may be resumed at the request of either party or if SHIAC or the tribunal considers it necessary to resume the arbitral proceedings. The tribunal shall make the decision to resume the arbitration proceedings, or the Secretary General of SHIAC shall decide if the tribunal is not constituted.

Article 51 Announcement of the Conclusion

1. The tribunal may decide, after hearing the parties' opinions, on the final deadline for the submission of arbitration documents and evidence by the parties in the arbitral proceedings and decide to terminate the hearing after such deadline. The tribunal shall no longer accept arbitration documents and evidence submitted by the parties after the deadline.
2. The decision to announce the conclusion of the hearing shall be made in writing. After the tribunal has made the decision, if exceptional circumstances arise and the parties request, and the tribunal also considers it necessary, the tribunal may decide to resume the proceedings at any time before rendering the award.

Article 52 Withdrawal

1. A party may submit a request to withdraw its claim or counterclaim in its entirety. If a party is absent from the hearing as provided for in Article 44 of these Rules, it may be deemed that the absent party withdraws all the claims for arbitration or all counterclaims for arbitration.
2. If the Claimant withdraws its claim in its entirety, the tribunal shall proceed with its examination of the counterclaim and render the award thereon. If the Respondent withdraws its counterclaim in its entirety, the tribunal shall proceed with the examination of the claim and render the award thereon.
3. If, after the tribunal has announced the hearings concluded, a party applies for the withdrawal of the

entire claims or counterclaims, the tribunal may give the opposing party a reasonable opportunity to be heard or to file a claim or counterclaim against the party that seeks the withdrawal to bear costs that the party has already incurred in connection with the arbitration. The tribunal is authorized to continue the arbitral proceedings if the opposing party raises reasonable objections, considering there are justifiable grounds for resolving the dispute by an award.

Article 53 Dismissal of Cases

1. In any of the following circumstances, the case shall be withdrawn:

- (a) if SHIAC considers that it lacks the authority to accept the case or the tribunal decides that it lacks jurisdiction over the arbitration case;
- (b) all of the parties' claims and counterclaims for arbitration are withdrawn under these Rules; and
- (c) other circumstance where an arbitration shall be dismissed under laws and regulations.

2. The Secretary General of SHIAC shall decide whether to revoke a case before the tribunal's constitution. The tribunal has the discretion to decide after its constitution.

3. The Secretary General of SHIAC or the tribunal shall have the discretion to determine the fees of arbitration to be borne by the parties after the arbitration is dismissed.

Chapter VI Combination of Arbitration with Mediation

Article 54 Mediation by Mediator

1. Any party may apply for mediation upon the consent of the other party during the period after an arbitration case has been accepted and before the tribunal is constituted. The Chairman of SHIAC shall, within three (3) days of receipt of consent to mediate in writing, appoint a mediator from the Panel of Arbitrators or the Panel of Mediators.

2. Mediation shall not affect the arbitration proceedings. During mediation, if one party requests the postponement of the tribunal's constitution, to which the other party agrees, the Secretariat may postpone the process of constituting the tribunal.

3. The mediator, upon appointment, shall disclose in writing to SHIAC any facts or circumstances which may give rise to justifiable doubts as to their impartiality or independence, of which the Secretariat shall notify the parties promptly. A party may request the withdrawal or change of the mediator by a written application. The Chairman of SHIAC shall decide on the application.

4. A mediator may use methods they consider appropriate for facilitating the parties to settle, including but not limited to:

- (a) meeting with the parties and their representatives separately or jointly;
- (b) asking the parties to put forward settlement proposals in writing or verbally; and

(c) suggesting settlement proposals to the parties under the principle of *ex aequo et bono*.

5. Where a settlement agreement is reached through mediation, the Claimant may withdraw its application for arbitration or ask the tribunal to be subsequently constituted to render an award based on the terms of the settlement agreement.

6. The parties may request the mediator to sign the settlement agreement or apply to SHIAC to issue certificates related to the mediation procedure.

7. The mediator shall terminate mediation if either party requests such termination in the mediation proceedings. In any event, the mediation proceedings shall be terminated on the date of constitution of the tribunal.

8. Unless otherwise agreed by the parties in writing, a mediator shall not act as an arbitrator in the subsequent arbitration proceedings.

Article 55 Mediation by Tribunal

1. After the constitution of the tribunal, where both parties have the desire for mediation or one party so desires, and the other party agrees when approached by the tribunal, the tribunal may mediate the case during the course of the arbitration proceedings.

2. The tribunal may conduct the mediation as it considers appropriate.

3. The tribunal shall terminate mediation and continue the arbitration proceedings until rendering the award if

either party requests such termination or if the tribunal believes further mediation efforts will be futile.

4. During mediation by the tribunal, a settlement agreement reached between the parties without the tribunal's involvement shall be deemed as one that came through mediation by the tribunal.

5. Where settlement is reached through mediation by the tribunal, the parties shall sign a written settlement agreement. The parties may withdraw their requests for arbitration or counterclaims or request the tribunal to render the award based on the terms of the settlement agreement.

Article 56 Settlement outside Arbitration

Where the parties have reached a settlement agreement by themselves through negotiation or mediation without involving SHIAC, the parties may, based on an arbitration agreement concluded between them that provides for arbitration by SHIAC and the settlement agreement, request SHIAC to constitute a tribunal to render an award based on the terms of the settlement agreement. Unless otherwise agreed by the parties, the Chairman of SHIAC shall appoint a sole arbitrator to constitute such tribunal, which shall examine the case using the appropriate procedures and render the award. The specific procedures and the time limit for rendering the award shall not be subject to other Articles in these Rules.

Article 57 No Reference to Contents in Mediation

Where mediation fails, any opinion, view, or statement, and any proposal or proposition expressing acceptance or opposition by either party or by the mediator or by the tribunal in the process of mediation shall not be invoked as grounds for any claim, defense or counterclaim in the subsequent arbitration proceedings, judicial proceedings or any other proceedings.

Chapter VII Award

Article 58 Time Limit for Rendering Award

1. The tribunal shall render the award within four (4) months of the date the tribunal is constituted. For cases involving foreign-related disputes, the tribunal shall render the award within six (6) months of the date the tribunal is constituted.
2. Upon the tribunal's request, the Secretary General of SHIAC may extend the time limit if he or she considers it necessary with justifiable reasons.
3. Unless otherwise provided in these Rules, the following periods shall not be counted within the time limit:
 - (a) the period during which a consultation or appraisal is conducted, as provided in Article 48 of these Rules; and
 - (b) the period during which any arbitration proceedings are suspended under laws or these Rules.

Article 59 Applicable Law

1. In cases with foreign-related disputes, the parties may agree on the applicable laws and rules of the arbitration agreement, arbitration procedures, and substantive issues of the case, except where such an agreement is in conflict with a mandatory provision of the law of the place of arbitration or is inoperative. If there is no agreement between the parties, the tribunal may determine the applicable laws and rules.

2. The tribunal may decide on the method of ascertaining foreign laws and rules, including adopting the examined legal opinions of expert witness(es) retained by the parties.

3. Where the parties so agree in the arbitration agreement or submit a request in writing through consensus during the arbitration proceedings, the tribunal may render an award solely based on the principle of fairness and reasonableness, provided that it does not violate the mandatory provisions of the law of the place of arbitration and public policy.

Article 60 Rendering Award

1. The tribunal shall fairly, reasonably, independently, and impartially render the award based on facts and applicable laws. and with reference to commercial practices.

2. The tribunal shall state in the award the claims, the facts of the dispute, the reasons on which the award is based, the result of the award, the allocation of the arbitration costs, and the date on which and the place

at which the award is rendered. The facts of the dispute and the reasons on which the award is based need not be stated in the award if the parties have agreed so or if the award is rendered under the terms of a settlement agreement between the parties. The tribunal has the discretion to determine in the award the specific period for the parties to execute the award and the liabilities to be borne by a party failing to enforce the award within the specified time limit.

3. SHIAC shall affix its seal to an award rendered in an arbitration accepted by SHIAC.

4. Where a three-arbitrator tribunal examines a case, the award shall be rendered by all three arbitrators or a majority of the arbitrators. A written dissenting opinion shall be submitted in writing and be docketed into the file and may be attached to the award, but it shall not constitute a part of the award.

5. Where the tribunal cannot reach a majority opinion, the award shall be rendered by the presiding arbitrator's opinion. The written opinion of other arbitrators shall be submitted in writing and be docketed into the file and may be attached to the award, but it shall not constitute a part of the award.

6. Unless the award is rendered with the opinion of the presiding arbitrator or the sole arbitrator, the award shall be signed by a majority of arbitrators. An arbitrator with a dissenting opinion may or may not sign their name on the award.

7. The date on which the award is rendered shall be the date on which the award becomes legally effective.

8. Unless otherwise provided by the law of the place of arbitration, an award under these Rules is final and binding upon both parties. Neither party may bring a suit before a court or request any other organization to revise the award.

Article 61 Interim Award

1. Upon the parties' request and if the tribunal considers it necessary, the tribunal may render an interim award on matters related to the case before the final award.
2. Failure to perform the interim award by any parties will neither affect the continuation of the arbitration proceedings nor prevent the tribunal from rendering the final award.

Article 62 Partial Award

1. Upon the request of the parties and if the tribunal deems it necessary, the tribunal may render a partial award on matters related to the case before the final award is rendered. The partial award is a part of the final award with binding effect on the parties.
2. Failure to perform the partial award by any one of the parties will neither affect the continuation of the arbitration proceedings nor prevent the tribunal from rendering the final award.

Article 63 Burden of Costs

1. The tribunal has the discretion to determine in the award the arbitration fees and other expenses to be paid by the parties to SHIAC.

2. The tribunal can award the allocation of attorney's fees and other reasonable expenses incurred by the parties in pursuing the case and the relevant costs provided for in Article 87 of these Rules. The tribunal shall consider factors such as the reasons for the dispute, the outcome and complexity of the case, the workload of the parties and their representative(s), and the amount in dispute.

3. Where the parties settle the case on their own or conclude it through mediation by the tribunal, the parties shall negotiate to determine the proportion of costs borne by each of them; if consultation is not possible, the tribunal shall decide.

4. If a party submits the arbitration documents, applications, or evidence late or makes any behavior against the provisions of these Rules, the agreement between the parties or the decision of the tribunal, which may lead to a delay in the proceedings of the case, the party shall bear the costs of the arbitration without being subject to the limitation provided for in Article 63.2. Upon application by the opposite party, the tribunal is authorized to decide that the party shall bear the corresponding costs.

Article 64 Scrutiny of Draft Award

The tribunal shall submit its award draft to SHIAC for scrutiny before signing it. SHIAC may remind the tribunal of issues in the award on condition that the tribunal's independence in rendering the award is not affected.

Article 65 Rectification of Award

Within thirty (30) days of receiving the award, either party may request in writing for rectification of any clerical, typographical, or calculation error or errors of a similar nature contained in the award; if such errors do exist in the award, the tribunal shall make rectification in writing within thirty (30) days of its receipt of the written request for the rectification. The tribunal may rectify such errors in writing on its initiative within a reasonable time after the award is rendered. Such rectification in writing shall constitute a part of the award.

Article 66 Supplementary Award

Within thirty (30) days of receiving the award, either party may request the tribunal in writing for a supplementary award in respect of a matter which was advanced in the arbitration proceedings but was omitted from the award. If such omission does exist, the tribunal shall render a supplementary award within thirty (30) days upon receipt of the written request. The tribunal may also render a supplementary award on its initiative within a reasonable period after the award is rendered. Such award shall constitute a part of the award previously rendered.

Article 67 Performance of Award

1. The parties must perform the award within the period specified in the award. If no time limit is specified in the award, the parties shall complete the award immediately.

2. Where one party fails to perform the award, the other party may apply to a competent court to enforce the award according to law.

Article 68 Re-arbitration

1. If a competent court notifies the tribunal to conduct re-arbitration under the provision of the law, the original tribunal may agree to re-arbitrate the case. If any member of the original tribunal cannot perform their functions due to withdrawal, resignation, or other specific reasons, the replacement of the arbitrator shall be effected in accordance with Article 37 of these Rules.

2. The tribunal shall determine the specific arbitration procedure for re-arbitration.

3. The tribunal shall render a new award under these Rules.

4. The re-arbitration award shall replace the original award, and the parties shall perform the re-arbitration award.

Chapter VIII Summary Procedures

Article 69 Application of Summary Procedures

1. Where the amount in dispute does not exceed RMB 5,000,000, or where the amount in dispute exceeds RMB 5,000,000 but with the written consent of the parties, or where the arbitration agreement of the parties stipulates that summary or expedited proceedings or other similar expressions are applicable, the procedures provided for in this Chapter shall apply.

2. Where no monetary claim is specified, or the amount in dispute needs to be clarified, SHIAC shall determine whether or not to apply the Summary Procedures after fully considering such factors as the complexity of the case and the interests involved.

Article 70 Constitution of Tribunal

1. Unless the parties explicitly agree on the tribunal's constitution, a case to apply Summary Procedures shall be heard by a tribunal composed of one arbitrator.

2. Where the parties disagree on appointing the sole arbitrator within fifteen (15) days from receipt of the Notice of Arbitration by the Respondent, the sole arbitrator shall be appointed by the Chairman of SHIAC.

Article 71 Defense and Counterclaim

1. Within fifteen (15) days of receipt of the Notice of Arbitration, the Respondent shall submit its Defense and relevant evidence, documents certifying the party's identity, and other supporting documents.

2. If the Respondent has a counterclaim or counterclaims, it shall submit its Defense in writing within fifteen (15) days of receipt of the Notice of Arbitration.

3. If the party has justifiable reasons to request an extension of the period, the tribunal shall decide whether to extend the time limit or not, and the Secretariat shall make such decision if the tribunal has yet to be constituted.

Article 72 Conduct of Hearing

1. Provided that the parties' right to present their case is fully guaranteed, the tribunal may, based on efficiency and convenience, hear the case as it considers appropriate.
2. The tribunal may hear the case as it considers appropriate, either only based on written submissions and evidence submitted by the parties, after consulting the parties, or by holding a hearing.

Article 73 Notice of Hearing

1. For a case examined by way of a hearing, the Secretariat shall, after the tribunal has fixed a date for the hearing, notify the parties of the date at least ten (10) days in advance of the date of the hearing. A party having justifiable reasons may request the tribunal for a postponement of the hearing. However, such a request must be submitted to the tribunal at least five (5) days in advance of the date of the hearing. The tribunal shall decide whether to postpone the hearing or not.
2. If the party has justifiable reasons for failure to request a postponement of the hearing within the time limit provided in Article 73.1, the tribunal will decide whether to accept its request for postponement or not.
3. A notice of the subsequent hearing and a notice of a postponed hearing shall not be subject to the time limit provided in Article 73.1.

Article 74 Time Limit for Rendering Award

1. The tribunal shall render the award within three (3) months of the date the tribunal is constituted.
2. Upon the request of the tribunal, the Secretary General of SHIAC may extend the time limit if he/she considers it necessary with justifiable reasons.

Article 75 Change of Procedures

1. The application of the Summary Procedures shall not be affected by any amendment to the claim or by the filing of any amendment to a counterclaim.
2. After the commencement of summary proceedings, where the amount in dispute of the amended claim or filing of or amendment of a counterclaim exceeds RMB 5,000,000, or the circumstances provided for in these Rules do not apply to the Summary Procedure, the Summary Procedures shall not apply unless the parties have agreed to the continuous application of the Summary Procedures.
3. If the procedure is changed after the tribunal's constitution, the tribunal shall be reconstituted under the provisions of Article 32 of these Rules unless the parties agree that the members of the original tribunal continue to serve as arbitrators.

Article 76 Application of Other Chapters in These Rules

Regarding matters not covered in this Chapter, the relevant Articles in the other Chapters of these Rules shall apply.

Chapter IX Special Provisions on Hong Kong Arbitration

Article 77 Application of This Chapter

1. This Chapter applies only to arbitration accepted and administered by the Shanghai International Arbitration (Hong Kong) Center.

2. Where the parties agree to refer their disputes to the Shanghai International Arbitration (Hong Kong) Center for arbitration or decide to refer their disputes to SHIAC for arbitration in Hong Kong, the Shanghai International Arbitration (Hong Kong) Center shall accept the request for arbitration and administer the case.

Article 78 The Place of Arbitration and the Applicable Law of Procedure

Unless otherwise agreed by the parties, the place of arbitration for cases administered by the Shanghai International Arbitration (Hong Kong) Center shall be Hong Kong SAR, China; the applicable law of the arbitration proceedings shall be the laws of Hong Kong SAR; the arbitration award shall be the award of Hong Kong SAR, China.

Article 79 Making Jurisdictional Decisions

1. An objection to an arbitration agreement or jurisdiction over an arbitration case shall be made before the first substantive defense.

2. The tribunal has the discretion to decide on the existence and validity of the arbitration agreement and its jurisdiction over the arbitration case.

Article 80 Interim Measures and Emergency Relief

1. Unless otherwise agreed by the parties, the tribunal shall have the discretion to decide on appropriate interim measures at the request of a party.

2. The parties may request an emergency arbitrator under Article 25 of these Rules before the tribunal's constitution.

Article 81 The Seal of the Award

An award of the Shanghai International Arbitration (Hong Kong) Center shall be affixed with the seal of "The Shanghai International Arbitration (Hong Kong) Center."

Article 82 Arbitration Fees

The fee schedule applied for cases accepted and administered under this Chapter shall be made separately by SHIAC.

Article 83 Application of Other Articles in These Rules

Regarding matters not covered in this Chapter, the relevant Articles in the other Chapters of these Rules shall apply.

Chapter X Supplementary Provisions

Article 84 Language

1. Where the parties have agreed on the language of the arbitration, their agreement shall prevail.
2. Where the parties have not agreed on the language of the arbitration before the constitution of the tribunal, the Secretariat may consider factors such as the language of the contract involved in the case to determine the preliminary language of arbitration to be applied during the initial stages of the arbitral proceedings; the tribunal shall determine the final applicable arbitration language of the arbitral proceedings after the constitution of the tribunal.
3. Where the parties agree on two (2) or more languages of the arbitration, the tribunal may, after hearing the parties' opinions, determine that multiple languages or one of the languages shall be used to conduct the proceedings.
4. At a hearing, if a party or its representative(s) or witness(es) require language interpretation, they may ask the Secretariat to employ the interpreter(s) on their behalf or arrange for it themselves.
5. The tribunal or SHIAC may, if it considers it necessary, request the parties to submit a translated or partially translated copy of the documents in the language applicable to the arbitral proceedings.
6. The arbitral award shall be rendered in the arbitration language determined under these rules.

Article 85 Service

1. Where the parties have agreed on how they transmit documents to each other during the arbitration proceedings, their agreement shall prevail unless such agreement violates the mandatory provisions of the law applicable to the arbitration procedure; absent such an agreement, the Secretariat shall serve it under the law applicable to the arbitration procedure and the provisions of these Rules. Where the parties agree to send the arbitration documents and materials directly to the other parties, the party submitting such documents shall submit copies of the documents and materials to the Secretariat or the tribunal with a record of service.

2. The Secretariat may serve documents, notices, and materials relating to the arbitration in person, by post, or by electronic service through the E-Platform, electronic mail, facsimile, instant messenger, or other appropriate means that provide a delivery record. Unless otherwise agreed by the parties or decided by the tribunal, the Secretariat may give priority to electronic service through the E-Platform.

3. Except for in-person service, arbitration documents, notices, and materials sent by the Secretariat to the parties or their representative(s) by mail as provided for in Article 85.2 shall be deemed to have been validly served under any of the following circumstances, regardless of whether they are signed for or not:

- (a) they are sent to the address to which the parties or their representative(s) confirm in writing to SHIAC;

- (b) after reasonable inquiry by the other party, they are sent to the last known place of business, place of registration, place of residence, household registration, identity card address, valid address for external use, and address specified in the agreement of the parties;
- (c) where a party or its representative(s) changes its address after receiving the arbitration documents, notices, or materials served by the Secretariat without notifying the other party or the Secretariat, the Secretariat shall serve the subsequent arbitration documents, notices, and materials to the original address.

4. Except for in-person service, arbitration documents, notices, and materials sent by the Secretariat to the parties or their representative(s) through electronic service provided for in Article 85.2 shall be deemed to have been validly served under any of the following circumstances:

- (a) they are sent to the electronic address voluntarily provided or confirmed by the parties or their representative(s), and the delivery information reaches the system where the electronic address is located;
- (b) after a reasonable inquiry by the other party, they are sent to the last known electronic address of the party, and the party has taken the corresponding action in the arbitration according to the content of the service or the reply has been received, the system where the electronic address is located has reported that it has been read, or there is other evidence to prove that the party has received it.

5. If the address for service provided in this Article is changed during the arbitral proceedings, the parties shall promptly notify the Secretariat in writing.
6. The time of service shall be determined by the Secretariat or the tribunal based on the record of service.
7. Where a party applies during the arbitral proceedings for a re-exercise of its relevant procedural rights on the ground that it has not received the arbitration documents or notices, it shall state the reasonable reasons for not receiving the arbitration documents or notices, the tribunal shall decide whether to grant the request, and the Secretariat shall make such decision if the tribunal has not been constituted.

Article 86 Calculation of Time Limits

1. A time limit specified in or fixed under these Rules shall commence on the day after the date on which such period begins. The day from which a time limit commences shall not be counted as within such time limit.
2. If the day after the date on which the period begins falls on a public holiday or non-business day at the addressee's place, then the time limit shall commence from the first subsequent business day. Public holidays and non-business days occurring within such period shall be included in calculating the period. If the expiration date of a time limit falls on a public holiday or a non-business day, then the period shall expire on the first subsequent business day.

Article 87 Arbitration Fees

1. Unless otherwise agreed by the parties or otherwise decided by the tribunal, apart from charging arbitration fees to the parties according to the Schedules of Arbitration Fees, SHIAC may, based on the actual circumstances of the case, collect from the parties the special remuneration, the travel and accommodation expenses of the arbitrator and the case management secretary of SHIAC, as well as the costs and expenses for experts, appraisers, interpreters stenographers, the secretary of the tribunal and technical service personnel appointed by the tribunal, and other additional and reasonable actual expenses related to the arbitration case.

2. Where a party fails to pay in full the arbitration fees and other expenses that should be paid in advance according to these Rules or the tribunal's decision, SHIAC or tribunal has the discretion to refuse the arbitration claim or counterclaim, suspend the arbitration proceedings or appraisal proceedings, or revoke the arbitration case.

3. Where the parties agree to apply other arbitration rules, SHIAC may apply the arbitration fee method as provided by the applicable arbitration rules; in the absence of such method, SHIAC's Schedules of Arbitration Fees shall apply.

Article 88 Electronic Signatures and seals

Documents to be signed by the tribunal under these Rules may be signed by the tribunal through

a handwritten signature or through an electronic signature reserved by SHIAC and authorized to be used. An electronic seal may affix documents that SHIAC shall stamp.

Article 89 Limitation of Liability

Except as otherwise provided by the law applicable to the arbitration proceedings, SHIAC, its staff, the arbitrators, the emergency arbitrator, and persons engaged by the tribunal in the arbitration proceedings shall not be subject to any civil liability to any person for any act, including any negligence, act or omission, in connection with the arbitration under these Rules, or under any obligation to testify in any legal procedures.

Article 90 Interpretation of These Rules

1. SHIAC reserves the right to interpret these Rules.
2. The Supplementary Provisions constitute an integral part of these Rules, but the headings of Articles in these Rules shall not serve as interpretations of the contents of the Articles contained herein.
3. Unless stated otherwise, other documents issued by SHIAC shall not constitute a part of these Rules.

Article 91 Official Versions of These Rules

All the versions of these Rules published by SHIAC in Chinese, English, and other languages are the official versions. If there are any discrepancies among different versions, the Chinese version shall prevail.

Article 92 Coming into Force

1. These Rules shall be effective from January 1, 2024. For cases accepted by SHIAC before these Rules become effective, the Arbitration Rules effective at the time of acceptance shall apply.

2. Unless the parties have expressly agreed to apply them in the arbitration agreement or have decided to use them in the arbitration proceedings, the arbitration rules of SHIAC before the application of these Rules shall not be applied to the cases accepted by SHIAC after the application of these Rules.

SCHEDULE OF ARBITRATION FEES (1)

(This Schedule of Arbitration Fees applies to arbitration cases with foreign elements under these Rules)

| Amount of Claim (RMB Yuan) | Amount of Fee (RMB Yuan) |
|----------------------------|--|
| 1,000,000 or below | 3.5% of the Claimed Amount, minimum 10,000 |
| 1,000,001 to 5,000,000 | 35,000 plus 2.5% of the amount above 1,000,000 |
| 5,000,001 to 10,000,000 | 135,000 plus 1.5% of the amount above 5,000,000 |
| 10,000,001 to 50,000,000 | 210,000 plus 1% of the amount above 10,000,000 |
| 50,000,001 or above | 610,000 plus 0.5% of the amount above 50,000,000 |

SCHEDULE OF ARBITRATION FEES (2)

(This Schedule of Arbitration Fees applies to arbitration cases without foreign elements under these Rules)

| Registration Fee | |
|----------------------------|--|
| Amount of Claim (RMB Yuan) | Amount of Fee (RMB Yuan) |
| 1,000 or below | minimum 100 |
| 1,001 to 50,000 | 100 plus 5% of the amount above 1,000 |
| 50,001 to 100,000 | 2,550 plus 4% of the amount above 50,000 |
| 100,001 to 200,000 | 4,550 plus 3% of the amount above 100,000 |
| 200,001 to 500,000 | 7,550 plus 2% of the amount above 200,000 |
| 500,001 to 1,000,000 | 13,550 plus 1% of the amount above 500,000 |
| 1,000,001 or above | 18,550 plus 0.5% of the amount above 1,000,000 |

| Handling Fee | |
|----------------------------|--|
| Amount of Claim (RMB Yuan) | Amount of Fee (RMB Yuan) |
| 200,000 or below | 5,000 |
| 200,001 to 500,000 | 5,000 plus 2% of the amount above 200,000 |
| 500,001 to 1,000,000 | 11,000 plus 1.5% of the amount above 500,000 |
| 1,000,001 to 3,000,000 | 18,500 plus 0.5% of the amount above 1,000,000 |
| 3,000,001 to 6,000,000 | 28,500 plus 0.45% of the amount above 3,000,000 |
| 6,000,001 to 10,000,000 | 42,000 plus 0.4% of the amount above 6,000,000 |
| 10,000,001 to 20,000,000 | 58,000 plus 0.3% of the amount above 10,000,000 |
| 20,000,001 to 40,000,000 | 88,000 plus 0.2% of the amount above 20,000,000 |
| 40,000,001 to 100,000,000 | 128,000 plus 0.15% of the amount above 40,000,000 |
| 100,000,001 to 500,000,000 | 218,000 plus 0.13% of the amount above 100,000,000 |
| 500,000,001 or above | 738,000 plus 0.1% of the amount above 500,000,000 |

SCHEDULE OF ARBITRATION FEES (3)

(This Schedule of Arbitration Fees applies to circumstances under Article 25 of these Rules)

| Request for interim measure | Amount of Fee (RMB Yuan) |
|------------------------------------|-------------------------------|
| One item of interim measure | 10,000 |
| Multiple items of interim measures | $10,000 + (n-1) \times 2,000$ |

Explanatory Notes on the Schedules of Arbitration Fees

1. Collection of arbitration fee

(1) Where a party makes an arbitration claim or counterclaim or a variation of an arbitration claim or counterclaim, it shall pay arbitration fees in advance to SHIAC under the standards set out in the Arbitration Fees Schedule (1) and Arbitration Fees Schedule (2). In cases where the Arbitration Fees Schedule (1) applies, the first party to apply for arbitration shall also pay a case filing fee of RMB 10,000 to SHIAC in advance for the examination, filing, input, filing, and communication of the application for arbitration.

(2) Where there is no specific amount for the parties' claim or counterclaim, the amount in dispute is unclear, or the circumstances are extraordinary, the Secretariat shall determine the amount of arbitration fees to be collected in advance in light of the specific circumstances of the rights and interests involved in the dispute.

(3) If the arbitration fee is in foreign currency, the foreign currency equivalent to RMB shall be charged under the provisions of the Arbitration Fee Schedule (1) and Arbitration Fee Schedule (2).

(4) Except for unspecified claims, the arbitration fee will not be charged for the part of the arbitration claim or counterclaim of which the amount exceeds RMB 3 billion.

(5) SHIAC may, according to the specific circumstances of the case, reduce the arbitration fee by a certain percentage based on the Arbitration Fee Schedule (1) and Arbitration Fee Schedule (2), including but not limited to the agreement that a sole arbitrator will hear the case where summary procedures are not applicable, the agreement that the arbitration proceedings shall be conducted online, and other particular circumstances.

(6) If the parties are unable to pay the arbitration fee in advance within the prescribed time limit due to particular circumstances or under the circumstances specified in the special arbitration rules of SHIAC, they may apply for deferment of payment or partial payment of the arbitration fee, and the Secretariat shall decide whether to approve or not. If a party fails to pay the arbitration fee in advance nor apply for suspension or fails to pay the total amount of the arbitration fee payable in advance within the time limit for suspension or partial payment approved by the Secretariat, it shall be deemed that the application for arbitration has not been filed, modified or withdrawn.

2. Refund of arbitration fees

In the event of compliance with the relevant laws and regulations or the relevant provisions of the SHIAC on the refund of arbitration fees, the parties may apply to SHIAC for the refund of part of the arbitration fees paid in advance under the provisions on the refund of arbitration fees formulated by the SHIAC.

3. Remuneration of arbitrators

(1) SHIAC shall determine the remuneration of the arbitrators in cases to which these Rules apply, which shall be paid out of the arbitration fees collected under the arbitration fee schedule. In determining the amount of remuneration for arbitrators, SHIAC shall consider factors such as the time spent by the arbitrators in handling the case, the amount in dispute in the case, the complexity of the case, and the degree of diligence and efficiency of the arbitrators.

(2) With the unanimous consent of all the parties, the remuneration of an arbitrator may be determined by the agreement reached between the parties and the arbitrator. If this method is adopted, the remuneration of all members of the tribunal shall be determined this way.

(3) The arbitrator may, by agreement with the parties, collect payment by time or by the amount in dispute. The amount of the arbitrator's fees and expenses shall be reasonable, taking into account the amount of money in dispute, the complexity of the case, the time spent by the arbitrator, and other relevant circumstances.

(4) If the arbitration clause or rules agreed upon by the parties in advance determine the remuneration of the arbitrators by means of agreement, SHIAC may reduce the arbitration fee by a certain percentage according to the actual circumstances of the case at the time of filing.

(5) If the parties in the arbitration proceedings reach an agreement to determine the remuneration of the arbitrators by agreement, SHIAC may, in light of the actual circumstances of the case, refund a certain percentage of the arbitration fee to the parties after the case's conclusion.

(6) Where a party applies to SHIAC for the appointment of an emergency arbitrator for an interim measure, or the other party applies to the emergency arbitrator for an interim measure, unless otherwise agreed by the parties, these fees are independent of the arbitration fees paid in advance by the parties.

4. Other provisions

(1) Unless otherwise agreed by the parties, the fees for the cases referred to in Article 3.2 of these Rules shall be determined separately by SHIAC, and the Schedules of Arbitration Fees attached to these Rules shall not apply.

(2) The Schedules of Arbitration Fees and these Explanatory Notes shall form part of these Rules. If the parties have an objection to the Schedules of Arbitration Fees or these Explanatory Notes, the Secretariat shall decide.