



WORLD ESPORTS ASSOCIATION
ARBITRATION RULES

In force as from 17 August 2016

MODEL ARBITRATION CLAUSE

"All disputes arising out of, relating to, or in connection with this [contract/regulation/etc.], its validity, enforcement, or the breach thereof, shall be finally settled by arbitration in accordance with the World Esports Association (WESA) Arbitration Rules. For the purpose of enforcement, judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof."

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1. PREAMBLE

The Arbitration Court for ESports ("ACES") is an ad hoc facility independent from the World ESports Association ("WESA") or its members or the WESA teams and its players.

2. APPLICATION OF THE RULES

2.1 The WESA Arbitration Rules ("Rules") shall apply whenever the parties have agreed to refer an ESports-related dispute to ACES. Such reference may arise out of an arbitration agreement contained in a contract or regulations or out of a later arbitration agreement.

2.2 ESports-related disputes include any activity or matter relating to ESports including matters of pecuniary or other interests relating to the practice or the development of ESports.

2.3 The Rules effective at the beginning of the arbitral proceedings shall be applied.

3. PLACE OF ARBITRATION

3.1 The place of arbitration for arbitral proceedings under these Rules shall be Zurich, Switzerland, unless the parties agree on a different place of arbitration.

3.2 Notwithstanding subsection 3.1, the arbitral tribunal/sole arbitrator may, after consultation with the parties, decide to hold hearings or to take evidence or to meet for consultation among its members in venues different from the aforementioned place of arbitration.

4. LANGUAGE OF ARBITRATION

4.1 The language of arbitration shall be English, unless the parties agree otherwise.

4.2 The parties may submit regulations, expert reports and other documents in a language different than the language of arbitration, provided that they attach a translation into the language of arbitration. The translation shall be deemed to be authentic as long as none of the parties objects to the authenticity; in case of an objection the submitting party shall provide a certified translation.

5. NUMBER OF ARBITRATORS

The number of arbitrators shall be three, unless the parties agree on arbitration by one arbitrator.

6. CHOICE OF ARBITRATORS

- 6.1 In case of a three-member-tribunal, two of the arbitrators shall be nominated pursuant to subsections 13.2.6 and 14.1.5. In case a party fails to nominate an arbitrator pursuant to the aforementioned subsections, each party may request the competent state court/public authority pursuant to the law applicable at the place of arbitration to appoint such arbitrator on behalf of the failing party.
- 6.2 The party-appointed arbitrators shall nominate the third arbitrator as chairman of the arbitral tribunal. They shall take into account views by the parties regarding the person of the third arbitrator. If the party-appointed arbitrators fail to nominate the third arbitrator within 21 calendar days after receipt of the Answer pursuant to sec. 14 by the claimant, each party may request the competent state court/public authority pursuant to the law applicable at the place of arbitration to appoint the third arbitrator.
- 6.3 In case of a sole arbitrator, the parties shall agree on a natural person as sole arbitrator within 21 calendar days after receipt of the Notice of Arbitration by the respondent. If the parties fail to agree on the person of the sole arbitrator, each party may request the competent state court/public authority pursuant to the law applicable at the place of arbitration to appoint a sole arbitrator.
- 6.4 The chairman of the arbitral tribunal/sole arbitrator shall be a jurist. The arbitrator(s) shall have a sufficient command of the language of arbitration.

7. IMPARTIALITY AND INDEPENDENCE

- 7.1 Every arbitrator shall be and remain impartial and independent of the parties.
- 7.2 An arbitrator shall immediately disclose to the parties any circumstances which might give rise to doubts about his or her impartiality or independence. In that regard, he or she shall take guidance from the IBA Guidelines on the Conflicts of Interest in International Arbitration.

8. CHALLENGE OF ARBITRATOR

- 8.1 An arbitrator may be challenged if circumstances exist which give rise to doubts about his/her impartiality or independence or if he/she does not fulfil the requirements agreed between the parties. A party may challenge an arbitrator, which it has nominated or whose nomination it was part of, only if the reason for challenge became known to the party after the nomination of this arbitrator.
- 8.2 The challenge specifying the reasons and circumstances for the challenge shall be submitted to the arbitral tribunal/sole arbitrator and to the other party within

14 calendar days after having received knowledge of the reason for challenge. If the arbitrator(s) do(es) not resign from office within 7 calendar days following the receipt of the challenge or if the other party does not agree to the challenge, the challenging party may request, within additional 14 calendar days following the expiration of the former time period, the competent state court/public authority at the place of arbitration to make the final decision.

- 8.3 If the challenged arbitrator resigns from office or if the other party agrees to the challenge or if the request for challenge has been granted, a substitute arbitrator shall be nominated. Regarding this nomination sec. 6 shall apply.

9. REPLACEMENT OF ARBITRATOR

- 9.1 In case an arbitrator is factually or legally unable to fulfil his/her office or he/she does not fulfil its duties for other reasons, his/her office shall end if the parties agree on the termination of his/her office or if the arbitrator resigns from office. In case the parties are not able to agree on the termination or the arbitrator does not resign, each party may request the competent state court/public authority at the place of arbitration to decide on the termination of the arbitrator's office.

- 9.2 If the arbitrator's office has ended pursuant to the aforementioned subsection, a substitute arbitrator shall be nominated. Sec. 6 shall apply to such substitute nomination.

10. INTERIM MEASURES / EMERGENCY ARBITRATOR

- 10.1 The request for interim measures shall be submitted to the competent arbitrator pursuant to subsection 10.2 or 10.3. The request shall contain the reasons for why the applicant deems its rights to be violated and why an urgent preliminary decision seems to be necessary.

- 10.2 The chairman of the arbitral tribunal/sole arbitrator shall decide on a request for interim measures by order. The content of an interim measure shall be at the discretion of the arbitral tribunal/sole arbitrator. The interests of each party shall be considered and balanced, in particular with a view to the avoidance of prejudice to the merits in the main proceedings.

- 10.3 If an arbitral tribunal/sole arbitrator has not been established yet, the competent Emergency Arbitrator shall decide on the request for interim measures. The List of Emergency Arbitrators shall be agreed by WESA. The contact details of the competent Emergency Arbitrator will be made available via the website of WESA and may also be requested from the league commissioner of WESA (the "League Commissioner").

- 10.4 In case the request is submitted to an Emergency Arbitrator pursuant to subsection 10.3, the Emergency Arbitrator shall be entitled to make his/her further actions dependent of prior payment of a preliminary security on his/her fees by the applicant in an amount of EUR 1,000.00.
- 10.5 The decision on a request for interim measures may be issued without prior conduct of an oral hearing. If particular circumstances are present that make an immediate decision indispensable, such decision may be issued without hearing the respondent.
- 10.6 If a decision has been issued without hearing the respondent, the respondent may submit an objection to the decision to the person who has decided on the request for interim measures within 14 calendar days after receipt of the decision. In case of a decision by the chairman of the arbitral tribunal, the objection shall be decided by the entire arbitral tribunal.
- 10.7 The respondent may request the applicant to initiate the main arbitral proceedings, if they have not been initiated yet. If the applicant does not follow this request within 14 calendar days from the receipt of the respondent's request, the decision on interim measures pursuant to the aforementioned subsections shall be deemed void.

11. NUMBER OF SUBMISSIONS AND OF EXHIBITS

All submissions and attached exhibits shall be filed in at least so many copies that every arbitrator and every party receives a copy.

12. FILING OF DOCUMENTS

- 12.1 The Notice of Arbitration and all other written submissions, which contain requests for relief or a request for withdrawal of claim shall be filed by registered mail, courier or any other means of transmission, which allows for proof of receipt. All other written notifications or communications may be transmitted by any means of transmission. All documents and information which are submitted to the arbitral tribunal/sole arbitrator shall also be submitted to the other party/parties at the same time.
- 12.2 All documents shall be transmitted to the last known address that has been communicated by the recipient. The addresses of the WESA teams, players, members and, to the extent possible, non-members shall be retained by the League Commissioner and made available on reasonable request to a party intending to initiate/join proceedings under these Rules.

- 12.3 In case the current whereabouts of a party or of a person authorised to receive documents are unknown, documents shall be deemed to be received on the day, on which they would have been received at the last known address, if orderly transmitted by registered mail, courier or any other means of transmission which allows for proof of receipt.
- 12.4 In case a document, which has been transmitted pursuant to sec. 12.1, is received in a different way, the document shall be deemed received at the time of actual receipt.
- 12.5 In case a party authorises a representative to act on its behalf in the arbitral proceedings, all transmissions shall be made to the representative.

13. INITIATION OF ARBITRAL PROCEEDINGS

- 13.1 The claimant shall submit a Notice of Arbitration to the respondent. The arbitral proceedings commence with the receipt of the Notice of Arbitration by the respondent.
- 13.2 The Notice of Arbitration shall contain
- 13.2.1 the name in full, address and other contact details of each of the parties;
 - 13.2.2 the name in full, address and other contact details of any person(s) representing the claimant in the arbitration;
 - 13.2.3 a description of the nature and circumstances of the dispute giving rise to the claims and of the basis upon which the claims are made;
 - 13.2.4 a statement of the relief sought, together with the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims;
 - 13.2.5 copies of any relevant agreements and, in particular, of the arbitration agreement(s);
 - 13.2.6 in case of arbitration by a three-member-tribunal, the nomination of one arbitrator;
 - 13.2.7 in case of an agreement on arbitration by a sole arbitrator, proof of such agreement as well as a proposal regarding the person of the arbitrator;
 - 13.2.8 if applicable, all relevant particulars or any proposals or observations regarding the place of arbitration, language of arbitration and/or applicable substantive law.

13.3 The claimant may submit any other document or information with the Notice of Arbitration as it considers appropriate or which might contribute to an efficient resolution of the dispute.

14. ANSWER TO THE NOTICE OF ARBITRATION; COUNTERCLAIMS

14.1 Within 30 calendar days after having received the Notice of Arbitration, the respondent shall submit an Answer to the Notice of Arbitration (the "Answer") to the claimant, which shall contain

14.1.1 its name in full, address and other contact details;

14.1.2 the name in full, address and other contact details of any person(s) representing the respondent in the arbitration;

14.1.3 its comments as to the nature and circumstances of the dispute giving rise to the claims and the basis upon which the claims are made;

14.1.4 its response to the relief sought;

14.1.5 in case of arbitration by a three-member-tribunal, a nomination of one arbitrator

14.1.6 in case of an agreement on arbitration by a sole arbitrator, a proposal regarding the person of the arbitrator;

14.1.7 if applicable, any proposals or observations regarding the place of arbitration, language of arbitration and/or applicable substantive law.

14.2 The respondent may submit any other document or information with the Answer as it considers appropriate or which might contribute to an efficient resolution of the dispute.

14.3 Any counterclaims made by the respondent shall be submitted with the Answer and shall contain:

14.3.1 a description of the nature and circumstances of the dispute giving rise to the counterclaims and of the basis upon which the counterclaims are made;

14.3.2 a statement of the relief sought, together with the amounts of any quantified counterclaims and, to the extent possible, an estimate of the monetary value of any other counterclaims;

14.3.3 copies of any relevant agreements and, in particular, of the arbitration agreement(s) related to the counterclaims.

14.4 The respondent may submit any other document or information with the counterclaims as it considers appropriate or which might contribute to an efficient resolution of the dispute.

15. MULTIPLE PARTIES

15.1 In case of multiple claimants and/or multiple respondents, the multiple claimants, jointly, and/or the multiple respondents, jointly, shall nominate the party-appointed arbitrators/sole arbitrator pursuant to subsections 6.1 or 6.3.

15.2 The time period for submitting the Answer pursuant to subsection 14.1 shall begin with the receipt of the Notice of Arbitration by the respondent which received it last.

15.3 The arbitral tribunal/sole arbitrator shall decide upon the admissibility of multi-party arbitral proceedings.

16. JOINDER OF THIRD PARTIES

16.1 In case a third party would like to join the initiated arbitral proceedings, it shall submit a respective request to the arbitral tribunal/sole arbitrator. The arbitral tribunal/sole arbitrator shall forward the request for joinder to the parties of the arbitral proceedings for comments.

16.2 A joinder shall only be admissible within the time period set by the arbitral tribunal/sole arbitrator for the submission of the Statement of Defence by the respondent.

16.3 The request for joinder shall in principle have the same effect as the initiation of arbitral proceedings. The request shall be justified if the third party is a party to the arbitration agreement(s) pursuant to subsection 2.1 or if the parties agree to the joinder.

16.4 The arbitral tribunal/sole arbitrator may decide on the request for joinder by order without oral hearing.

17. APPLICABLE LAW

17.1 The arbitral tribunal/sole arbitrator shall decide the dispute pursuant to the substantive law agreed by the parties. The reference to the law of a state shall be deemed to be a reference to the substantive laws of this state and not to its law of conflicts, unless the parties have explicitly agreed otherwise.

- 17.2 In the absence of a parties' agreement, the arbitral tribunal/sole arbitrator shall apply the substantive law of the state that has the closest connection to the matter in dispute.
- 17.3 The arbitral tribunal/sole arbitrator may decide only on the basis of the principle of *ex aequo et bono*, if the parties have expressly agreed to its application. The parties may submit such agreement to the arbitral tribunal/sole arbitrator up to the final decision of the arbitral tribunal/sole arbitrator.
- 17.4 In any case the arbitral tribunal/sole arbitrator shall decide on the basis of the applicable WESA Regulations and contracts, to the extent their application is compliant with the mandatory statutory laws.

18. ANTI-DOPING-RELATED ARBITRAL PROCEEDINGS

- 18.1 This section shall apply to anti-doping-related arbitral proceedings as *lex specialis*. To the extent this section is silent, the other sections of the Rules shall apply.
- 18.2 In addition to sec. 18 the applicable anti-doping regulations shall apply.
- 18.3 If a (natural or legal) person has submitted itself to arbitration under these Rules, the competent anti-doping organization ("ADO") may initiate arbitration proceedings pursuant to these Rules against the person, irrespective of whether or not the ADO is a party to the arbitration agreement.
- 18.4 In each arbitral proceedings, in which the ADO is not a party, it may nonetheless participate. At its request the ADO shall receive information about the current status of the arbitral proceedings and the opportunity to take part in the oral hearing(s).
- 18.5 In arbitral proceedings in which the ADO is not a party, the parties shall submit additional copies of all submissions and exhibits to the arbitral tribunal/sole arbitrator, which shall at the ADO's request be forwarded to it.
- 18.6 The arbitral tribunal/sole arbitrator shall transmit an original of the arbitral award to the ADO.
- 18.7 The arbitrator(s) are entitled to receive a lump-sum fee and reimbursement of reasonable expenses as well as applicable VAT for their services. The amount of the lump-sum fees is stated in the Table of Costs (Annex A).

19. CONDUCT OF THE ARBITRAL PROCEEDINGS

19.1 Regarding the conduct of the arbitral proceedings the applicable procedural rules are:

19.1.1 the mandatory arbitration law at the place of arbitration;

19.1.2 these Rules; and

19.1.3 procedural agreements by the parties, if any.

19.2 Subject to subsection 19.1, the arbitral tribunal/sole arbitrator may at its discretion adopt further procedural measures after consultation of the parties.

19.3 The arbitral tribunal in whole shall in principle decide on all procedural issues. In urgent matters the chairman of the arbitral tribunal alone may decide on procedural issues, if the other members of the arbitral tribunal have empowered him/her to do so.

19.4 The chairman of the arbitral tribunal/sole arbitrator directs the arbitral proceedings.

19.5 At all stages of the arbitral proceedings the arbitral tribunal/sole arbitrator shall endorse the use of electronic communication, like videoconference or teleconference.

20. SECURITY ON FEES AND EXPENSES

20.1 The arbitral tribunal/sole arbitrator may make the continuance of the arbitral proceedings subject to the payment of a security on the expected fees and expenses of the arbitrators. The parties shall each pay an equal share of such security. The maximum security shall comprise the entire fees of the arbitrators, their expected expenses and applicable VAT.

20.2 If a party fails to pay its share, the arbitral tribunal/sole arbitrator may request the other party to substitute the payment of the share. In case of non-payment of the entire security within the time limit fixed by the arbitral tribunal/sole arbitrator, the Notice of Arbitration shall be deemed to be withdrawn and the arbitral tribunal/sole arbitrator shall terminate the proceedings. This provision shall apply *mutatis mutandis* to any counterclaim.

21. RIGHT TO BE HEARD

21.1 The parties shall be treated equally. Each party shall be granted the right to be heard at each stage of the arbitral proceedings. The parties shall be timely

informed about each hearing and each meeting of the arbitral tribunal/sole arbitrator for the purpose of taking of evidence.

- 21.2 The parties may be represented in the arbitral proceedings by external counsel.
- 21.3 All documents, communications and information that are disclosed to the arbitral tribunal/sole arbitrator shall also be disclosed to the other party, unless the arbitral tribunal/sole arbitrator and the parties agree otherwise. The arbitral tribunal/sole arbitrator shall not base its decision on documents, communications or information which have not been disclosed to the parties prior to the decision, unless the parties agree otherwise. In case there are reasonable grounds for the protection of confidentiality of evidence, the arbitral tribunal/sole arbitrator may take necessary measures to ensure the protection of confidentiality.

22. TAKING OF EVIDENCE

- 22.1 The arbitral tribunal/sole arbitrator shall examine the underlying facts of the dispute. For that purpose it may at its discretion issue orders regarding the taking of evidence. It shall take guidance from the IBA Rules on the Taking of Evidence in International Arbitration.
- 22.2 The arbitral tribunal/sole arbitrator may after consultation with the parties order the provision of an expert report by an independent expert with regard to certain issues determined by the arbitral tribunal/sole arbitrator. It may further order the parties to provide the independent expert with or grant access to all facts, documents or other information necessary for the expert report.
- 22.3 Unless the parties agree otherwise, the independent expert shall after the provision of the expert report participate in the oral hearing, on request of any of the parties or if the arbitral tribunal/sole arbitrator deems this necessary. During the oral hearing the parties may pose questions to the independent expert or bring party-appointed experts for examination regarding the issues in dispute.

23. ORAL HEARING

- 23.1 Unless the parties agree otherwise, the arbitral tribunal/sole arbitrator shall after consultation with the parties decide whether an oral hearing shall be conducted or whether the arbitral proceedings can be solely based on documents and other written information.
- 23.2 An oral hearing shall not be open to the public, unless the parties agree otherwise and the arbitral tribunal/sole arbitrator consents to the parties' agreement.

23.3 In each oral hearing a protocol of the hearing shall be prepared. It shall be signed by the chairman of the arbitral tribunal/sole arbitrator. The parties shall receive copies of the protocol of the oral hearing.

24. DEFAULT OF A PARTY

24.1 If, following the Answer by the respondent, the claimant is to submit a Statement of Claim and fails to provide it within the time period set by the arbitral tribunal/sole arbitrator, the Notice of Arbitration shall be deemed to have been withdrawn.

24.2 If the respondent fails to provide the Answer within the time period pursuant to subsection 14.1, the arbitral tribunal/sole arbitrator may proceed without regarding the default as an admission of the claimant's allegations and arguments.

24.3 If a party fails to appear at an oral hearing or to produce a document despite a respective order, the arbitral tribunal/sole arbitrator may proceed and issue an award based on the existing findings.

24.4 If a default is sufficiently excused in the view of the arbitral tribunal/sole arbitrator, it may be disregarded, unless the parties have agreed otherwise.

25. END OF SUBMISSION PHASE

As soon as the parties had sufficient opportunity to present their cases and arguments in the view of the arbitral tribunal/sole arbitrator, the arbitral tribunal/sole arbitrator may set a time period, after which it may reject submissions of new facts, arguments and evidence.

26. SETTLEMENT

26.1 If and when appropriate during the arbitral proceedings the arbitral tribunal/sole arbitrator shall endorse an amicable solution of the entire dispute or of single issues in dispute.

26.2 If the parties agree on a settlement of the dispute in the course of the arbitral proceedings, the arbitral tribunal/sole arbitrator shall terminate the arbitral proceedings. At the parties' request the arbitral tribunal/sole arbitrator shall record the settlement in an award on agreed terms, provided that the content of the settlement does not violate the principle of *ordre public*.

26.3 An award on agreed terms shall be issued pursuant to sec. 27, 28 and state that it is an arbitral award. Such award shall have the same effect as any other arbitral award on the merits of the case.

27. ISSUANCE OF ARBITRAL AWARD

- 27.1 The arbitral tribunal/sole arbitrator shall conduct the arbitral proceedings in a timely and efficient manner and issue an arbitral award within a reasonable time period.
- 27.2 When issuing the arbitral award, the arbitral tribunal/sole arbitrator shall be bound by the parties' requests for relief.
- 27.3 Unless the parties have agreed otherwise, the arbitral tribunal shall decide by majority vote. If there is no majority, the chairman of the arbitral tribunal shall have a casting vote.

28. ARBITRAL AWARD

- 28.1 The arbitral award shall be issued in writing and signed by all arbitrators. In case of more than one arbitrator, the signatures of the majority of arbitrators shall be sufficient, if the reason for the missing signature(s) is stated.
- 28.2 The arbitral award shall include the full names of the parties, of their counsel and of the arbitrators who have issued the arbitral award.
- 28.3 The arbitral award shall state the reasons upon which it is based, unless the parties have agreed otherwise or it is an award on agreed terms pursuant to subsections 26.2, 26.3.
- 28.4 The arbitral award shall be deemed made on the day and at the place of arbitration stated therein.

29. DECISION ON COSTS

- 29.1 Unless the parties have agreed otherwise, the arbitral tribunal/sole arbitrator shall in the arbitral award also decide on the bearing of costs, including the costs incurred that were necessary for pursuing the parties' rights.
- 29.2 In principle the losing party shall bear the costs of the arbitral proceedings. The arbitral tribunal/sole arbitrator may take into account particular circumstances of the proceedings, in particular the behaviour of the parties during the proceedings, when allocating the bearing of costs to the parties.
- 29.3 To the extent the costs of the proceedings are known when issuing the arbitral award, the arbitral tribunal/sole arbitrator shall determine in which amount the parties shall reimburse those costs. If and to the extent a determination of the amount of costs has not taken place or is only possible after issuance of the

arbitral award, a decision on the amount of the costs to be reimbursed shall be taken in a separate subsequent arbitral award.

- 29.4 Subsections 29.1, 29.2 and 29.3 shall also apply if the arbitral proceedings on the merits have been finished without issuance of an arbitral award as far as the parties have not agreed on the allocation of costs.

30. TRANSMISSION OF ARBITRAL AWARD

- 30.1 The arbitral tribunal/sole arbitrator shall issue a sufficient number of originals of the arbitral award. Each party shall receive an original of the arbitral award.
- 30.2 The arbitral tribunal/sole arbitrator may refrain from transmitting the arbitral award to the parties as long as the fees and expenses of the arbitral tribunal/sole arbitrator have not been paid in full.

31. INTERPRETATION AND CORRECTION OF ARBITRAL AWARD

- 31.1 Each party may request the arbitral tribunal/sole arbitrator
- 31.1.1 to correct in the arbitral award mistakes in calculation, in writing or of similar nature;
 - 31.1.2 to provide an interpretation of certain parts of the arbitral award;
 - 31.1.3 to issue a supplementary arbitral award regarding such claims that have been asserted in the arbitral proceedings but not taken into consideration in the arbitral award.
- 31.2 Unless the parties have agreed otherwise, the request pursuant to subsection 31.1 shall be submitted to the arbitral tribunal/sole arbitrator within 21 calendar days after receipt of the original of the arbitral award.
- 31.3 The arbitral tribunal/sole arbitrator shall decide on the request for correction or interpretation within 14 calendar days following the receipt of the request and on the request for issuing a supplementary arbitral award within 30 calendar days following the receipt of the request.
- 31.4 The arbitral tribunal/sole arbitrator may also correct the arbitral award at its own discretion without prior request by a party within a time period of 21 calendar days following the date of receipt of the arbitral award by the last party.
- 31.5 Sec. 27, 28 and 30 shall apply accordingly.

32. EFFECT OF ARBITRAL AWARD

The arbitral award shall be final and binding for the parties. This effect shall commence with the receipt of the original of the arbitral award by the parties. In case the dates of receipt by the parties differ, the last date of receipt shall be the relevant point in time.

33. TERMINATION OF ARBITRAL PROCEEDINGS

33.1 The arbitral proceedings shall be terminated by a final arbitral award pursuant to sec. 27 et seq. or by an order by the arbitral tribunal/sole arbitrator pursuant to subsection 33.2.

33.2 The arbitral tribunal/sole arbitrator shall declare the arbitral proceedings terminated by an order if

33.2.1 the claimant withdraws its claim, unless the respondent objects and the arbitral tribunal/sole arbitrator acknowledges a justified interest of the respondent for a final resolution of the dispute; or

33.2.2 the parties agree on the termination of the arbitral proceedings; or

33.2.3 the parties do not continue the arbitral proceedings despite a notice by the arbitral tribunal/sole arbitrator to do so; or

33.2.4 the parties fail to provide the entire security on fees and expenses within the time limit fixed by the arbitral tribunal/sole arbitrator; or

33.2.5 the continuation of the arbitral proceedings has become impossible for other reasons.

34. COSTS OF ARBITRAL PROCEEDINGS

34.1 The arbitrators are entitled to receive fees and expenses as well as applicable VAT. The parties shall be jointly and severally liable for the costs of the proceedings, irrespective of a potential claim for reimbursement of one party against the other party.

34.2 The fee shall be based on the amount in dispute. The amount in dispute shall be duly determined by the arbitral tribunal/sole arbitrator.

34.3 In case of a premature termination of the arbitral proceedings the arbitral tribunal/sole arbitrator may reduce its fees at its reasonable discretion.

34.4 The amount of fees and expenses is stated in Annex A to the Rules.

34.5 If the amount in dispute is not stated in a claim or counterclaim, the arbitral tribunal/sole arbitrator may at its discretion determine the amount of security on its fees and expenses.

35. WAIVER OF RIGHT TO OBJECT

If a party fails to immediately object to a violation of the Rules or of further requirements of the arbitral proceedings, the failing party shall subsequently be excluded from raising an objection based on this violation. This shall not apply if the violation was not known to the party.

36. CONFIDENTIALITY

Arbitral proceedings under these Rules shall be confidential. The parties and the arbitrators shall undertake not to disclose to any third party any facts or other information relating to the dispute or the proceedings. Awards shall not be made public, unless the parties agree otherwise.

37. EXCLUSION OF LIABILITY

The liability of the arbitrators for their decisions within the arbitral proceedings as well as for any other actions or omissions in connection with the arbitral proceedings shall be excluded to the widest extent permitted by law.

Annex A: Table of Costs

1. Amounts in dispute up to EUR 5,000:
 - a. Fee of the chairman of the arbitral tribunal/sole arbitrator: EUR 1,000
 - b. Fee of each co-arbitrator: EUR 900;
2. Amounts in dispute from EUR 5,000.01 to EUR 50,000:

| Amount in Dispute | Fee of the Chairman of the Arbitral Tribunal/Sole Arbitrator | Fee of each Co-arbitrator |
|--------------------------|---|----------------------------------|
| up to EUR 6,000 | EUR 1,100 | EUR 1,000 |
| up to EUR 7,000 | EUR 1,300 | EUR 1,150 |
| up to EUR 8,000 | EUR 1,500 | EUR 1,300 |
| up to EUR 9,000 | EUR 1,700 | EUR 1,450 |
| up to EUR 10,000 | EUR 1,900 | EUR 1,600 |
| up to EUR 12,500 | EUR 2,100 | EUR 1,750 |
| up to EUR 15,000 | EUR 2,300 | EUR 1,900 |
| up to EUR 17,500 | EUR 2,500 | EUR 2,050 |
| up to EUR 20,000 | EUR 2,700 | EUR 2,200 |
| up to EUR 22,500 | EUR 3,000 | EUR 2,350 |
| up to EUR 25,000 | EUR 3,200 | EUR 2,500 |
| up to EUR 30,000 | EUR 3,400 | EUR 2,650 |
| up to EUR 35,000 | EUR 3,600 | EUR 2,800 |
| up to EUR 40,000 | EUR 3,800 | EUR 2,950 |
| up to EUR 45,000 | EUR 4,000 | EUR 3,100 |
| up to EUR 50,000 | EUR 4,200 | EUR 3,250 |

In case of higher amounts in dispute the fee of a co-arbitrator is calculated as follows:

3. Amounts in dispute from EUR 50,000.01 to EUR 500,000: EUR 3,250 plus 2% of the amount exceeding EUR 50,000;
4. Amounts in dispute from EUR 500,000.01 to EUR 1,000,000: EUR 12,250 plus 1.4% of the amount exceeding EUR 500,000;
5. Amounts in dispute from EUR 1,000,000.01 to EUR 2,000,000: EUR 19,250 plus 1% of the amount exceeding EUR 1,000,000;
6. Amounts in dispute from EUR 2,000,000.01 to EUR 5,000,000: EUR 29,250 plus 0.5% of the amount exceeding EUR 2,000,000;
7. Amounts in dispute from EUR 5,000,000.01 to EUR 10,000,000: EUR 44,250 plus 0.3% of the amount exceeding EUR 5,000,000;

8. Amounts in dispute from EUR 10,000,000.01 to EUR 50,000,000: EUR 59,250 plus 0.1% of the amount exceeding EUR 10,000,000;
9. Amounts in dispute from EUR 50,000,000.01 to EUR 100,000,000: EUR 99,250 plus 0.06% of the amount exceeding EUR 50,000,000;
10. Amounts in dispute from EUR 100,000,000.01: EUR 129,250 plus 0.05% of the amount exceeding EUR 100,000,000 up to EUR 650,000,000; amounts in dispute beyond the latter one are not taken into account for the fee.
11. If more than two parties are involved in the arbitral proceedings, the arbitrators' fees pursuant to this Annex A are increased by 20% for each additional party. The fees of the arbitrators are increased by 50% at maximum.
12. The fee pursuant to no. 3 – 11 is increased for the chairman of the arbitral tribunal/sole arbitrator by 30%.
13. In cases of particular legal or factual complexity and/or difficulty the parties can after consultation of the arbitral tribunal/sole arbitrator agree on an increase of the fees by 50%.
14. In case of an application for interim measures to an Emergency Arbitrator pursuant to subsection 10.3, the fee is calculated on the basis of no. 1-13; in case a decision is issued without conduct of an oral hearing the fee is reduced by 50%.
15. In anti-doping-related arbitral proceedings a sole arbitrator receives a lump-sum fee of EUR 1,000 in deviation from no. 1-14. In case of an oral hearing this fee is increased by EUR 400 for each hearing day.
16. In anti-doping-related arbitral proceedings in case of a three-member-tribunal each co-arbitrator receives a lump-sum fee of EUR 800 and the chairman of the arbitral tribunal EUR 1,500 in deviation from no. 1-14. If the oral hearing takes more than one day, the fee of each arbitrator is increased by EUR 400 for each additional hearing day.
17. Reasonable expenses of the arbitrators shall be reimbursed by the parties.
18. The above-mentioned amounts are net amounts, subject to VAT, if applicable.

| Exemplary Arbitrator Fees | |
|----------------------------------|---|
| If amount in dispute is | the total net fees of the arbitrator(s) pursuant to no. 1-10, 12 of this Annex A are |
| EUR 10,000 | <ul style="list-style-type: none"> • Three-member Tribunal: EUR 5,100 • Sole Arbitrator: EUR 1,900 |
| EUR 100,000 | <ul style="list-style-type: none"> • Three-member Tribunal: EUR 14,025 • Sole Arbitrator: EUR 5,525 |
| EUR 1,000,000 | <ul style="list-style-type: none"> • Three-member Tribunal: EUR 63,525 • Sole Arbitrator: EUR 25,025 |
| EUR 10,000,000 | <ul style="list-style-type: none"> • Three-member Tribunal: EUR 195,525 • Sole Arbitrator: EUR 77,025 |