

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

)	
In re:		)	Chapter 11
)	
MARELLI AUTOMOTIVE LIGHTING USA LLC, <i>et al.</i> , ¹		)	Case No. 25-11034 (CTG)
)	
Debtors.		)	(Jointly Administered)
)	
		)	Hearing Date: August 25, 2025 at 1:00 p.m. (ET)
		)	Obj Deadline: August 11, 2025 at 4:00 p.m. (ET)

**MOTION OF DEBTORS FOR
ENTRY OF AN ORDER (I) AUTHORIZING
THE DEBTORS TO REDACT AND FILE UNDER SEAL CERTAIN
COMMERCIALLY SENSITIVE AND CONFIDENTIAL INFORMATION
RELATED TO THE ARBITRATION AND (II) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) state as follows in support of this motion:²

Relief Requested³

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Order”): (a) authorizing the Debtors to redact and file under seal certain commercially sensitive and confidential information related to the ICC Arbitration (the “Confidential Information”), in any and all filings with the Court, including (i) the *Motion of*

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.veritaglobal.net/Marelli>. The location of Marelli Automotive Lighting USA LLC’s principal place of business and the Debtors’ service address in these chapter 11 cases is 26555 Northwestern Highway, Southfield, Michigan 48033.

² A detailed description of the Debtors and their business, including the circumstances giving rise to the Debtors’ chapter 11 cases, is set forth in the *Declaration of David Slump, Chief Executive Officer of Marelli Automotive Lighting USA, LLC, in Support of First Day Motions*, [Docket No. 20] (the “Slump Declaration”) and the *Declaration of Tony Simion, Managing Director of Alvarez & Marsal North America, LLC, in Support of First Day Motions* [Docket No. 19] (the “Simion Declaration”, and together with the Slump Declaration, the “First Day Declarations”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declarations.

³ Capitalized terms used but not defined in this section shall have the meanings ascribed to them elsewhere in this motion.



Debtors for Entry of an Order Granting Relief from the Automatic Stay (the “Lift Stay Motion”) and (ii) Exhibits B through I attached to the Lift Stay Motion; (b) directing that the Confidential Information shall remain under seal and confidential and not be made available to anyone, without the prior written consent of the Debtors, except to (i) the Court, (ii) the U.S. Trustee, (iii) counsel to the Committee, (iv) professionals proposed to be retained by the Debtors or the Committee, and (v) any other party as may be ordered by the Court or agreed to by the Debtors, in each case under appropriate confidentiality agreements satisfactory to the Debtors, in their sole discretion, that preserve the confidentiality of the Confidential Information, and (c) granting related relief.

2. In support of this Motion, the Debtors submit the *Declaration of Lamberto Schiona in Support of the Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to Redact and File Under Seal Certain Commercially Sensitive and Confidential Information Related to the Arbitration and (II) Granting Related Relief* (the “Schiona Declaration”), which is attached hereto as Exhibit B and incorporated by reference.

Jurisdiction and Venue

3. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated February 29, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Debtors confirm their consent, pursuant to rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), to the entry of a final order by the Court in connection with this motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The statutory bases for the relief requested herein are section 107(b) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), rule 9018 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Local Rule 9018-1.

Background

6. The Debtors, together with their non-Debtor affiliates (collectively, “Marelli” or the “Company”) are one of the largest international automotive parts suppliers in the world and a pioneer in motorsports and in automobile manufacturing and design. With its headquarters in Saitama, Japan and over 46,000 employees located in twenty-four countries around the world, Marelli designs and produces sophisticated technologies for leading automotive manufacturers, including lighting and sensor integrations, electronic systems, software solutions, and interior design products, and collaborates with motor sports teams and other industry leaders to research and develop cutting edge, high performance automotive components.

7. On June 11, 2025 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On June 12, 2025, the Court entered an order [Docket No. 102] authorizing the procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1. On June 25, 2025, the United States Trustee for the District of Delaware (the “U.S. Trustee”) appointed an official committee of unsecured creditors [Docket No. 184] (the “Committee”). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases.

The ICC Arbitration

8. By the Lift Stay Motion, the Debtors seek entry of an order granting limited relief from the automatic stay to permit (i) the arbitration proceedings (the “ICC Arbitration”) commenced by Debtor Marelli Europe S.p.A. (“Marelli Europe”) before the International Chamber of Commerce (ICC Case no. 28309/FJT) to proceed and (ii) First Brands Group, LLC (“FBG”) to prosecute its counterclaims against Marelli Europe to judgment, but not enforce any judgment it obtains in the ICC Arbitration. Marelli Europe commenced the ICC Arbitration in December 2023, seeking damages for FBG’s conduct in relation to a proposed sale of an entire multi-jurisdictional line of Marelli Europe’s business (the “Marelli Business Line”).”

9. The ICC Arbitration is seated in Italy and is presided over by a judiciary body composed of three independent arbitrators (the “Arbitral Tribunal”). It is pending before the International Court of Arbitration of the International Chamber of Commerce (the “ICC Court”), as required under that certain Sale and Purchase Agreement (the “SPA”) executed by Marelli Europe and FBG on January 25, 2023. *Schiona Decl.* ¶ 15. As such, the substantive law applicable to the ICC Arbitration is Italian law and the procedural law applicable to the ICC Arbitration is summarized in the July 2024 Terms of Reference (“TOR”), Item Q, § 108. *Id.* ¶¶ 16-17. Considering the international nature of the ICC Arbitration on multiple levels, the ICC Arbitration is also governed by a complex set of rules of domestic and international relevance. *Id.* ¶¶ 18-19.

10. As more fully set forth in the Schiona Declaration, a complex array of procedures, rules, and agreements impose confidentiality obligations in the ICC Arbitration. *Id.* ¶¶ 20-26. This confidentiality framework includes provisions under the TOR, the ICC Rules 2021, and the

SPA,⁴ and other requirements applicable to an international arbitration proceeding. *Id.* Among other things, § 114 of the TOR requires that, “[u]nless the parties expressly agree in writing to the contrary, the parties shall keep confidential all awards and orders, as well as all materials specifically prepared or disclosed by the parties in and/or for the purposes of the arbitral proceedings . . . save and to the extent that a disclosure may be required of a party by a legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a judicial authority.” *Id.* ¶ 20.

11. Consistent with these procedures and rules, at the outset of the ICC Arbitration the ICC Court sought the express consent of Marelli Europe and FBG to waive confidentiality to a limited extent. While Marelli Europe consented (subject to certain conditions), FBG did not. Moreover, Marelli Europe sought FBG’s consent to lift the confidentiality restrictions prior to filing the Lift Stay Motion, but FBG again did not consent to waive confidentiality. *Id.* ¶ 25.

12. Therefore, following the issuance of the TOR in July 2024 and as a matter of an *ad hoc* judicial measure issued by the Arbitral Tribunal, and approved by the ICC Court, Marelli Europe and FBG pursuant to Article 23 of the ICC Rules 2021, § 114 of the TOR, and the (litigated) SPA, (a) the ICC Arbitration has always been entirely protected by confidentiality; (b) Marelli Europe, FBG, the Arbitral Tribunal and the ICC Court are bound by confidentiality; and (c) FBG is ostensibly determined to maintain and protect the confidentiality of the entirety of the ICC Arbitration. *Id.* ¶ 26.

13. From a broader perspective, the ICC Arbitration, as well as any other international commercial arbitration, is inherently confidential. Indeed, “[a] widely held view is that there is an

⁴ Marelli Europe and FBG agreed to maintain the confidentiality of the SPA and its terms and conditions, except to the extent required by applicable law or by order of any governmental authority of competent jurisdiction. *See* Schiona Decl. ¶ 24.

inherent requirement of confidentiality in commercial arbitration and that confidentiality is an advantageous and helpful feature of international commercial arbitration.” *G. Born, Confidentiality of International Commercial Arbitration in the United States, in American Review of International Arbitration (ARIA)*, Vol. 31, No. 3, 2020, p. 267 (internal citations omitted). Not surprisingly, “the implied confidentiality of arbitral proceedings is a default rule, subject to contrary agreement by the parties, but absent such agreement, arbitral proceedings should be presumptively confidential.” *Id.* Simply put, confidentiality is a paradigmatic aspect of arbitration, as multiple sources of domestic and foreign law and case law confirm.⁵

14. The Confidential Information in the Lift Stay Motion describes the substance of the Arbitration, including the parties’ submissions to the arbitral tribunal, all of which are subject to the aforementioned confidentiality restrictions in place in the Arbitration. Exhibits B through I of

⁵ For instance, with reference to the NY Convention and the FAA, it has been held that: “In particular, provisions regarding the confidentiality of the arbitral process are no less material than provisions regarding the number of arbitrators, the means of selecting arbitrators, the seat of the arbitration, the language of the arbitration or the incorporation of institutional arbitration rules; as both U.S. and foreign courts have concluded, confidentiality is a paradigmatic and important aspect of the arbitral process. As one U.S. court correctly concluded, ‘[a]n attack on the confidentiality provision [in the underlying contract’s arbitration agreement] is, in part, an attack on the character of the arbitration itself.’ Like other types of material procedural provisions of arbitration agreements, the Convention and the FAA mandatorily require that confidentiality provisions of arbitration agreements be given effect.” *G. Born, Confidentiality of International Commercial Arbitration in the United States, in American Review of International Arbitration (ARIA)*, Vol. 31, No. 3, 2020, p. 263 (internal citations omitted) (quoting *Iberia Credit Bureau, Inc. v. Cingular Wireless LLC*, 379 F.3d 159, 175 (5th Cir. 2004)).

This is a clear expression of the principle of party autonomy, which informs international commercial arbitration, as reflected, *i.e.*, in Articles II and V(1)(d) of the NY Convention and § 2 of the FAA, as to sources of law especially relevant in the exequatur forum, and in Articles 4, 5, 6, 11, 12, 18, 19, 20, 21, 23, 24 of the ICC Rules 2021, as well as in Articles 806, 808, 816 and 816-bis of the Italian Code of Civil Procedure, as sources of law directly applicable to the ICC Arbitration. *See G. Born, Confidentiality of international commercial arbitration in the United States, in American Review of International Arbitration (ARIA)*, Vol. 31, No. 3, 2020, p. 264.

Accordingly, it has been clarified that “where the parties’ agreement regarding the confidentiality of the arbitral proceedings is express [such as it is expressed in the TOR], there is no serious doubt that Article II of the [NY] Convention (and parallel provisions of national law) require giving effect to that agreement.” *Id.* (internal citations omitted).

the Lift Stay Motion also constitute Confidential Information as they are letters and email correspondence submitted to the arbitral tribunal by Marelli Europe and FBG, which are subject to the same confidentiality restrictions.

15. Failure to protect the Confidential Information would also result in the disclosure of confidential, commercial information that could cause harm and expense to the Debtors and their bankruptcy estates. The Lift Stay Motion and the Exhibits thereto describe commercially sensitive terms of the SPA and other non-public sensitive information regarding Marelli Europe and FBG. Disclosure of the Confidential Information may compromise the value of the Marelli Business Line by enabling competitors to gain access to sensitive information about the Marelli Business Line and transactional preferences and unfairly use such information to their advantage and to the detriment of Marelli Europe and, potentially, FBG. *Schiona Decl.* ¶ 27.

16. For these reasons, the Debtors seek, by this Motion, authorization to redact and file under seal the Confidential Information in any and all filings with the Court, including the Lift Stay Motion and Exhibits B through I of the Lift Stay Motion.

17. For the avoidance of doubt, the Order authorizes any future filings containing the Confidential Information to be filed under seal, whether filed by the Debtors or any other party in interest, including, without limitation, declarations accompanying applications and affidavits of service filed on the docket in these chapter 11 cases. Accordingly, the Debtors seek authority to redact and file under seal the Confidential Information and to provide for the limited disclosure of the Confidential Information as provided herein.

Basis for Relief

18. The Court must protect entities from potential harm that may result from the disclosure of certain confidential information. *See* 11 U.S.C. § 107(b); *see also In re Orion Pictures Corp.*, 21 F.3d 24, 27 (2d Cir. 1994); *In re Motions Seeking Access to 2019 Statements*

(*Honeywell*), 585 B.R. 733, 753 (D. Del. 2018); *In re Altegrity, Inc.*, 2015 WL 10963572, at *3 (Bankr. D. Del. July 6, 2015). Specifically, section 107(b) of the Bankruptcy Code provides, in relevant part, as follows:

On request of a party in interest, the bankruptcy court shall, and on the bankruptcy court's own motion, the bankruptcy court may—

(1) protect an entity with respect to a trade secret or confidential research, development, or commercial information;

11 U.S.C. § 107(b). “The protections afforded in section 107(b) do not just extend to a debtor,” but “[r]ather, a bankruptcy court may ‘protect’ an entity with respect to . . . commercial information.” *In re Borders Group, Inc.*, 462 B.R. 42 (Bankr. S.D.N.Y. 2011) (emphasis in original) (citing 11 U.S.C. § 107(b)(1)).

19. Bankruptcy Rule 9018 sets forth the procedures by which a party may obtain a protective order authorizing the filing of a document under seal. Fed. R. Bankr. P. 9018. Bankruptcy Rule 9018 provides, in relevant part, that “[o]n motion or on its own initiative, with or without notice, the court may make any order which justice requires . . . to protect the estate or any entity in respect of a trade secret or other confidential research, development, or commercial information[.]” *Id.* In addition, Local Rule 9018-1(d) provides, in relevant part, that “any filer seeking to file a document . . . under seal must file a motion requesting such relief[.]” Del. Bankr. L.R. 9018-1(d)(i).

20. “Section 107 provides the Bankruptcy Courts with authority and discretion to fashion orders that appropriately balance the interests of a party seeking access to [confidential commercial information] with the interests of those whose information is contained therein.” *Honeywell*, 585 B.R. at 753. If the material sought to be protected satisfies one of the categories

identified in section 107(b) of the Bankruptcy Code, the court is required to grant protection and has no discretion to deny the application. *Orion Pictures*, 21 F.3d at 27.

21. “Courts have supervisory authority over their records and files and may deny access to those records and files to prevent them from being used for an improper purpose.” *In re Kaiser Aluminum Corp.*, 327 B.R. 554, 560 (D. Del. 2005); *see also In re A C & S Inc.*, 775 Fed. Appx. 78, 79 (3d Cir. 2019) (mem.) (“[E]very court has supervisory power over its own records and files, and access has been denied where court files might have become a vehicle for improper purposes.” (internal quotations omitted) (quoting *Nixon v. Warner Commc’ns, Inc.*, 435 U.S. 589, 598 (1978))). “When the requirements of Rule 9018 are satisfied, the authority to issue the resulting order is broad—‘any order which justice requires.’” *In re Global Crossing Ltd*, 295 B.R. 720, 724 (Bankr. S.D.N.Y. 2003) (quoting Fed. R. Bankr. P. 9018). Such court “authority goes not just to the protection of confidential documents, but to other confidentiality restrictions that are warranted in the interests of justice.” *Id.*

22. Moreover, courts have found that section 107(b) requires the court to protect confidential commercial information, including information subject to court-approved confidentiality restrictions, such as a protective order. *See, e.g., In re Williams*, 2017 WL 6278764, at *4 (citing *Pittston Co. v. United States*, 368 F.3d 385, 406 (4th Cir. 2004) (affirming decision to seal certain “confidential, proprietary, commercial, or financial data” produced under a protective order)).

23. Commercial information is “information which would result in an unfair advantage to competitors by providing them information as to [an entity’s] commercial operations.” *Honeywell*, 585 B.R. at 733 n.24 (quoting *In re Alterra Healthcare Corp.*, 353 B.R. 66, 75 (Bankr. D. Del. 2006)); *Altegrity*, 2015 WL 10963572, at *3. Commercial information need not rise to the

level of a trade secret to be protected under section 107(b) of the Bankruptcy Code; it need only be “confidential” and “commercial” in nature. *See Orion Pictures*, 21 F.3d at 27–28; *Altegrity*, 2015 WL 10963572, at *3. Rather, “commercial information” may be sealed when a bankruptcy court “reasonably determine[s]” that allowing such disclosure would have a “chilling effect on negotiations, ultimately affecting the viability of the Debtors.” *In re Lomas Fin. Corp.*, 1991 WL 21231, at *2 (S.D.N.Y. Feb. 11, 1991).

24. As explained above, disclosure of the Confidential Information would violate the confidentiality restrictions in place in the ICC Arbitration. Moreover, disclosure of the commercially sensitive terms of the SPA as contained in the Confidential Information would likely cause substantial harm to Marelli Europe and create unfair advantage to competitors. As such, it is critically important that the Confidential Information be kept confidential.

25. The Debtors request authority to file the Confidential Information under seal in light of the confidentiality restrictions in place in the Arbitration, the commercially sensitive nature of the terms of the purchase agreement between Marelli Europe and FBG, and the potential harm to the estate should such Confidential Information be disclosed. The Debtors submit that other parties in interest will not be materially prejudiced because the Confidential Information will be reviewed by the Court and the U.S. Trustee, and any party ordered by the Court, on a confidential basis. Thus, the parties with the greatest interest in the subject matter at hand will have the ability to review the Confidential Information. Accordingly, the Debtors submit that good cause exists to authorize the Debtors to file the Confidential Information under seal because of the harm that would attend public disclosure of the Confidential Information.

Notice

26. The Debtors will provide notice of this motion to: (a) the U.S. Trustee; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) Paul

Hastings LLP and Morris James LLP, as co-counsel to the Committee; (d) the office of the attorney general for each of the states in which the Debtors operate; (e) the United States Attorney's Office for the District of Delaware; (f) the Internal Revenue Service; (g) the United States Securities and Exchange Commission; (h) the United States Department of Justice; (i) Mayer Brown LLP, as counsel to the DIP Agent; (j) Davis Polk & Wardwell LLP, as counsel to Mizuho Bank, Ltd., in all capacities other than as Prepetition Agent; (k) Young Conaway Stargatt & Taylor, LLP, as counsel to Mizuho Bank, Ltd., in its capacity as Prepetition Agent; (l) Akin Gump Strauss Hauer & Feld LLP and Cole Schotz P.C., as counsel to the Ad Hoc Group of Senior Lenders; (m) Paul, Weiss, Rifkind, Wharton & Garrison LLP, as counsel to the Sponsors; (n) Quinn Emanuel Urquhart & Sullivan, LLP, as counsel to FBG; and (o) any party that has requested notice pursuant to Bankruptcy Rule 2002 (the "Notice Parties"). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

27. No prior request for the relief sought in this motion has been made to this or any other court.

WHEREFORE, the Debtors request entry of the Order, substantially in the form attached hereto as **Exhibit A**, (a) granting the relief requested herein and (b) granting such other relief as the Court deems appropriate under the circumstances.

Dated: July 24, 2025
Wilmington, Delaware

/s/ Laura Davis Jones

PACHULSKI STANG ZIEHL & JONES LLP

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*Proposed Co-Counsel for the Debtors
and Debtors in Possession*

*Proposed Co-Counsel for the Debtors
and Debtors in Possession*

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	
)	Chapter 11
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MARELLI AUTOMOTIVE LIGHTING USA LLC,)	Case No. 25-11034 (CTG)
<i>et al.</i> , ¹)	
Debtors.)	(Jointly Administered)
)	
	)	Hearing Date: August 25, 2025 at 1:00 p.m. (ET)
	)	Obj Deadline: August 11, 2025 at 4:00 p.m. (ET)

**NOTICE OF MOTION OF DEBTORS
FOR ENTRY OF AN ORDER (I) AUTHORIZING
THE DEBTORS TO REDACT AND FILE UNDER SEAL CERTAIN
COMMERCIALLY SENSITIVE AND CONFIDENTIAL INFORMATION
RELATED TO THE ARBITRATION AND (II) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that, on July 24, 2025 the above-captioned debtors and debtors in possession (collectively, the “Debtors” and together with their non-debtor affiliates, the “Company”) filed the *Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to Redact and File Under Seal Certain Commercially Sensitive and Confidential Information Related to the Arbitration and (II) Granting Related Relief* (the “Motion”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).

PLEASE TAKE FURTHER NOTICE that any responses to the Motion must be in writing and filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, Third Floor, Wilmington, Delaware 19801, and served upon the undersigned, so as to be received on or **before 4:00 p.m. (prevailing Eastern Time) on August 11, 2025.**

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.veritaglobal.net/Marelli>. The location of Marelli Automotive Lighting USA LLC’s principal place of business and the Debtors’ service address in these chapter 11 cases is 26555 Northwestern Highway, Southfield, Michigan 48033.

PLEASE TAKE FURTHER NOTICE that at the same time, you must also serve a copy of the response or objection upon: (a) the Debtors, Marelli Automotive Lighting USA LLC, 26555 Northwestern Highway, Southfield, Michigan 48033, Attn.: Marisa Iasenza (marisa.iasenza@marelli.com); (b) proposed counsel to the Debtors, Kirkland & Ellis LLP, 333 West Wolf Point Plaza, Chicago, Illinois 60654, Attn.: Spencer A. Winters, P.C. (spencer.winters@kirkland.com), and Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Nicholas M. Adzima (nicholas.adzima@kirkland.com) and Evan Swager (evan.swager@kirkland.com); (c) proposed co-counsel to the Debtors, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, P.O. Box 8705, Wilmington, Delaware 19899 (Courier 19801), Attn.: Laura Davis Jones (ljones@pszjlaw.com), Timothy P. Cairns (tcairns@pszjlaw.com), and Edward A. Corma (ecorma@pszjlaw.com); (d) the U.S. Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Jane Leamy (Jane.M.Leamy@usdoj.gov) and Timothy J. Fox, Jr. (timothy.fox@usdoj.gov); (e) counsel to the DIP Agent, Mayer Brown LLP, 1221 Avenue of the Americas, New York, New York 10020-1001, Attn.: Jason Elder (jason.elder@mayerbrown.com); (f) counsel to Mizuho Bank, Ltd., in all capacities other than as Prepetition Agent, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn.: Timothy Graulich (timothy.graulich@davispolk.com) and Richard J. Steinberg (richard.steinberg@davispolk.com); (g) counsel to Mizuho Bank, Ltd., in its capacity as Prepetition Agent, Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19801, Attn.: Robert S. Brady (rbrady@ycst.com) and Andrew L. Magaziner (amagaziner@ycst.com); (h) counsel to the Ad Hoc Group of Senior Lenders, (i) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: Ira S. Dizengoff (idizengoff@akingump.com) and Anna Kordas (akordas@akingump.com), (ii) Akin

Gump Strauss Hauer & Feld LLP, 2001 K Street NW, Washington, D.C. 20006, Attn.: Scott Alberino (salberino@akingump.com), Kate Doorley (kdoorley@akingump.com), and Alexander F. Antypas (aantypas@akingump.com); and (iii) Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, DE 19801, Attn: Justin R. Alberto (jalberto@coleschotz.com) and Stacy L. Newman (snewman@coleschotz.com); (i) counsel to the Sponsors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019-6064, Attn.: Brian S. Hermann (bhermann@paulweiss.com) and Jacob Adlerstein (jadlerstein@paulweiss.com); and (j) co-counsel to the Committee, (i) Paul Hastings LLP, 200 Park Avenue, New York, New York 10166. Attn.: Kristopher M. Hansen (krishansen@paulhastings.com), Jonathan D. Canfield (joncanfield@paulhastings.com), Gabriel E. Sasson (gabesasson@paulhastings.com), and Marcella Leonard (marcellaleonard@paulhastings.com), and (ii) Morris James LLP, 500 Delaware Avenue, Suite 1500, Wilmington, Delaware 19801. Attn.: Eric J. Monzo (emonzo@morrisjames.com), Jason S. Levin (jlevin@morrisjames.com), and Siena B. Cerra (scerra@morrisjames.com).

PLEASE TAKE FURTHER NOTICE THAT, IF AN OBJECTION IS PROPERLY FILED AND SERVED IN ACCORDANCE WITH THE ABOVE PROCEDURES, A HEARING WILL BE HELD ON AUGUST 25, 2025, BEFORE THE HONORABLE CRAIG T. GOLDBLATT, UNITED STATES BANKRUPTCY JUDGE FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, COURTROOM #7, THIRD FLOOR, WILMINGTON, DELAWARE 19801. ONLY OBJECTIONS MADE IN WRITING AND TIMELY FILED WILL BE CONSIDERED BY THE BANKRUPTCY COURT AT SUCH HEARING.

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT
MAY GRANT THE RELIEF DEMANDED BY THE MOTION WITHOUT FURTHER NOTICE
OR HEARING.

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Dated: July 24, 2025
Wilmington, Delaware

/s/ Laura Davis Jones

PACHULSKI STANG ZIEHL & JONES LLP

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-and-

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*Proposed Co-Counsel for the Debtors
and Debtors in Possession*

*Proposed Co-Counsel for the Debtors
and Debtors in Possession*

Exhibit A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
	)	Chapter 11
MARELLI AUTOMOTIVE LIGHTING USA LLC,	)	Case No. 25-11034 (CTG)
<i>et al.</i> , ¹)	
Debtors.	)	(Jointly Administered)
)	
	)	Re: Docket No. [●]

**ORDER (I) AUTHORIZING THE
DEBTORS TO REDACT AND FILE UNDER SEAL CERTAIN
COMMERCIALY SENSITIVE AND CONFIDENTIAL INFORMATION
RELATED TO ARBITRATION AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), (a) authorizing the Debtors to redact and file the Confidential Information under seal, (b) directing that the Confidential Information shall remain under seal and confidential and not be made available to anyone, without the prior written consent of the Debtors except to (i) the Court, (ii) the U.S. Trustee, and (iii) any other party as may be ordered by the Court or agreed to by the Debtors, under appropriate confidentiality agreements reasonably satisfactory to the Debtors that preserve the confidentiality of the Confidential Information (and any information derived therefrom), and (c) granting related relief; all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.veritaglobal.net/Marelli>. The location of Marelli Automotive Lighting USA LLC’s principal place of business and the Debtors’ service address in these chapter 11 cases is 26555 Northwestern Highway, Southfield, Michigan 48033.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on a basis as set forth herein.
2. The Debtors are authorized to redact and file under seal the Confidential Information. The Confidential Information shall remain confidential, and shall not be made available to anyone, other than as provided in paragraph 3 of this Order, without prior written consent of the Debtors or further order of the Court.
3. The Debtors are authorized to cause the Confidential Information to be served on and made available, on a confidential basis, to: (a) the Court, (b) the U.S. Trustee, (c) professionals proposed to be retained by the Debtors or the Committee, and (d) any other party as may be ordered by the Court or agreed to by the Debtors, pursuant to appropriate confidentiality agreements satisfactory to the Debtors that preserve the confidentiality of the Confidential Information (and any information derived therefrom).

4. The Debtors and any party authorized to receive the Confidential Information pursuant to this Order shall, subject to Local Rule 9018-1(d) and without further order of the Court: (a) redact specific references to the information set forth therein from pleadings filed on the public docket maintained in these chapter 11 cases and (b) not use or refer to the information contained in the Confidential Information in any hearing unless appropriate safeguards have been put in place to protect the confidentiality of the information.

5. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

6. This Order is without prejudice to the rights of any party in interest to seek to unseal and make public any portion of the material filed under seal.

7. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit B

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
	)	Chapter 11
MARELLI AUTOMOTIVE LIGHTING USA LLC, <i>et al.</i> , ¹	)	Case No. 25-11034 (CTG)
Debtors.	)	(Jointly Administered)
)	

**DECLARATION OF LAMBERTO
SCHIONA IN SUPPORT OF THE MOTION OF
DEBTORS FOR ENTRY OF AN ORDER (I) AUTHORIZING
THE DEBTORS TO REDACT AND FILE UNDER SEAL CERTAIN
COMMERCIALLY SENSITIVE AND CONFIDENTIAL INFORMATION
RELATED TO THE ARBITRATION AND (II) GRANTING RELATED RELIEF**

I, Lamberto Schiona, pursuant to section 1746 of title 28 of the United States Code, hereby declare under penalty of perjury under the laws of the United States that, after reasonable inquiry, the following is true to the best of my knowledge, information, and belief:

1. I am duly admitted to practice law in Italy. I am a partner with the law firm of Jones Day in Milan, Italy.
2. I submit this declaration (this “Declaration”) in support of the *Motion of Debtors for Entry of an Order (I) Authorizing the Debtor to Redact and File Under Seal Certain Commercially Sensitive and Confidential Information Related to the Arbitration and (II) Granting Related Relief* (the “Motion to Seal”) filed contemporaneously herewith. The Motion to Seal relates to the *Motion of Debtors for Entry of an Order Granting Relief from the Automatic Stay* (the “Lift Stay Motion”), filed contemporaneously herewith.

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.veritaglobal.net/Marelli>. The location of Marelli Automotive Lighting USA LLC’s principal place of business and the Debtors’ service address in these chapter 11 cases is 26555 Northwestern Highway, Southfield, Michigan 48033.

3. In preparing this Declaration, I reviewed (a) the Motion to Seal; (b) the Lift Stay Motion and the exhibits thereto; and (c) the (multi-layered) set of rules applicable to the international arbitration proceeding pending before the International Court of Arbitration of the International Chamber of Commerce (the “ICC Court”) since December 15, 2023, with docket Case No. 28309/FJT between Marelli Europe S.p.A. (“Marelli Europe”), as Claimant, and First Brands Group, LLC (“FBG”), as Respondent/Counterclaimant (the “ICC Arbitration”).

4. This Declaration comprises matters that are statements of legal opinion or statements of fact. Where the matters stated in this Declaration are statements of legal opinion, such statements represent my view of the applicable legal framework as a practicing lawyer admitted and licensed to practice in Italy.

5. I am above 18 years of age and I am competent to testify. If called as a witness, I could and would testify competently to the statements of legal opinion and statements of fact set forth in this Declaration.

I. Personal Background and Qualifications.

6. I earned my Juris Doctor degree from the Faculty of Law at the University of Rome, “La Sapienza,” graduating in 1997 with full marks and publication rights. In 2000, I was admitted to the Pescara Bar Association with special distinction, receiving the Golden Gown award. In 2007, I completed the Auditor Apprenticeship Program. In 2013, I was admitted to practice before the Highest Courts of Italy, including the Supreme Court and the Council of State.

7. In 2012, I joined the law firm of Jones Day as the head partner of the Italian Global Disputes Practice. I currently occupy this position, and I remain in good standing as a practitioner of law admitted in Italy.

8. Prior to joining Jones Day, I began my career as a trainee lawyer at the Rome office of Simmons & Simmons in 1997. In 1999, I joined the law firm of Professor Agostino Gambino

in Rome, an elite boutique firm specializing in litigation and arbitration, where I served first as an associate and later as a partner until 2012, with the sole exception of 2001, when I was selected as a temporary agent serving in the Financial Law Division of the European Central Bank in Frankfurt, Germany. Throughout my career, I have managed almost 1,000 cases, encompassing a wide array of both litigation and arbitration matters.

9. With over 25 years of experience as a trial attorney in international litigation, my practice centers on representing clients in complex civil, commercial, and administrative disputes before Italian courts—including the Supreme Court and the Council of State—as well as before EU courts and international arbitral tribunals. My casework embraces a broad range of legal areas, including antitrust and competition law (public and private enforcement), intellectual property (patents and trademarks), commercial contracts (such as supply, license, and distribution agreements), corporate disputes (including post-closing purchase price adjustments, working-capital adjustments, business performance, and earn-out cases), insolvency, banking and finance (including international bank guarantees and defaulted securitization transactions), insurance, construction (notably in oil and gas and strategic infrastructure projects), and consumer protection (product safety and liability, advertising, and unfair commercial practices).

10. Among other things, I have represented multinational corporations in numerous international commercial arbitration proceedings under the rules adopted by the ICC Court in Milan, Geneva, London, and Paris. My experience also includes overseeing emergency measures in arbitration and coordinating such measures with urgent domestic court proceedings and enforcement actions. I have also served as both sole arbitrator and co-arbitrator in several arbitration proceedings.

11. In addition to my legal practice, from 1998 to 2010, I served as an adjunct and assistant professor of commercial law and civil law at several universities, including the University of Rome, the University of Bari, and the University of Chieti. My teaching experience spans both law and economics faculties.

12. Beyond my legal and academic work, I am a frequent speaker at conferences and seminars and have authored numerous articles on law and economics, commercial law, and insurance law. Since 2022, I have served as co-Director of the Course on Class Actions at the School of Law of the University of Rome.

II. Statements of ICC Arbitration Rules, ICC Rules 2021, and Guidelines and Practice Concerning Confidentiality in Connection with the ICC Arbitration.

13. I am the most senior attorney of record representing Marelli Europe in the ICC Arbitration, which concerns a confidential commercial dispute between Marelli Europe and FBG involving commercially sensitive and confidential information. Specifically, the ICC Arbitration relates to an entire multi-jurisdictional line of Marelli Europe's business (the "Marelli Business Line") that was to be sold to FBG pursuant to that certain Sale and Purchase Agreement (the "SPA") executed by Marelli Europe and FBG on January 25, 2023.

14. This statement conveys my independent view of confidentiality obligations in the context relevant to the ICC Arbitration.

15. The ICC Arbitration is seated in Italy and is presided over by a judiciary body made up of three independent arbitrators (the "Arbitral Tribunal"). It is pending before the ICC Court, as required under the SPA.²

² See SPA § 10.8. The relevant excerpt of the SPA is attached as Exhibit B to the Lift Stay Motion, and the Debtors seek authorization from the Court to file such exhibit under seal. Should the Court request, the Debtors will provide the Court with a complete copy of the SPA under seal.

16. The SPA provides that the substantive law applicable to the ICC Arbitration is Italian law.³

17. The procedural law applicable to the ICC Arbitration is summarized in the July 2024 Terms of Reference (“TOR”),⁴ Item Q, § 108: “[t]he procedure is governed by the following rules: (i) The rules of Italian procedural law applicable to international arbitration proceedings; (ii) The ICC Rules of Arbitration of the International Chamber of Commerce in force as of 1 January 2021;⁵ (iii) These Terms of Reference and Procedural Order no. 1 (comprising additional procedural rules and the procedural timetable).”⁶

18. Considering the inherently international nature of any arbitration proceeding before the ICC Court, the different nationalities of the parties to the ICC Arbitration, and the potential jurisdictions in which an arbitral award may be enforced, the relevant legal framework applicable to the ICC Arbitration also includes (a) the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 10 June 1958) (the “NY Convention,” of which both Italy and the United States are signatories); and (b) more generally, U.S. law (including the Federal Arbitration Act and applicable bankruptcy law) since the resulting arbitral award will likely be enforced in the United States, should Marelli Europe prevail.

19. The ICC Arbitration is thus governed by a complex set of rules of domestic and international relevance.

³ See SPA § 10.8; Lift Stay Motion, Exhibit B.

⁴ The TOR governs the ICC Arbitration according to Article 23 of the ICC Rules 2021.

⁵ The ICC Rules of Arbitration of the International Chamber of Commerce in force as of 1 January 2021 (the “ICC Rules 2021”) are attached hereto as Exhibit A.

⁶ The relevant excerpt of the TOR, Item Q, § 108, is attached as Exhibit C to the Lift Stay Motion, and the Debtors seek authorization from the Court to file such exhibit under seal. Should the Court request, the Debtors will provide the Court with a complete copy of the TOR under seal.

20. With respect to confidentiality, according to § 114 of the TOR, “[u]nless the parties expressly agree in writing to the contrary, the parties shall keep confidential all awards and orders, as well as all materials specifically prepared or disclosed by the parties in and/or for the purposes of the arbitral proceedings (such as any documents disclosed, other evidence, pleadings, correspondence, written submissions, witness statements, expert reports or other written statements), not otherwise in the public domain, save and to the extent that a disclosure may be required of a party by a legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a judicial authority. For the avoidance of doubt, the parties are allowed to disclose confidential information to their auditors, legal counsel and/or expert witnesses. This clause shall also apply to the Arbitral Tribunal and to the Administrative Secretary.”⁷

21. Exceptions to confidentiality are very limited, such as where the disclosure of information concerning the ICC Arbitration would be necessary for Marelli Europe to protect its legal rights.⁸ Even where disclosure of such information is necessary for a party to exercise its rights, it is advisable that the disclosing party avail itself of any means available to otherwise limit such disclosure.⁹

22. The TOR § 114 is consistent with Article 22(3) of the ICC Rules 2021, which provides that “[u]pon the request of any party, the arbitral tribunal may make orders concerning

⁷ TOR, Item S, § 114; Lift Stay Motion, Exhibit C.

⁸ *Id.*

⁹ *See* Article 1375 of the Italian Civil Code (“The contract must be performed in good faith”); Article 1227 of the Italian Civil Code (“If the creditor’s negligent act has contributed to causing the damage, the compensation shall be reduced according to the gravity of the fault and the extent of the consequences arising therefrom. Compensation is not due for damages that the creditor could have avoided by using ordinary diligence”).

the confidentiality of the arbitration proceedings or of any other matters in connection with the arbitration and may take measures for protecting trade secrets and confidential information.”¹⁰

23. Furthermore, the TOR § 114 is consistent with the *Note to Parties and Arbitral Tribunals on the Conduct of the Arbitration Under the ICC Rules of Arbitration* issued by the ICC Court, which clarifies that “[i]n case of a confidentiality agreement, order or explicit provisions under the law of the place of arbitration covering certain aspects of the arbitration or of the award, publication will be subject to the parties’ specific consent.”¹¹

24. Marelli Europe and FBG agreed to maintain the confidentiality of the SPA and its terms, except to the extent required by applicable law or by order of any governmental authority of competent jurisdiction.¹²

25. Accordingly, at the outset of the ICC Arbitration, the ICC Court sought the express consent of Marelli Europe and FBG to waive confidentiality to a limited extent.¹³ While Marelli Europe consented (subject to certain conditions),¹⁴ FBG did not. Moreover, Marelli Europe sought FBG’s consent to lift the confidentiality restrictions prior to filing the Lift Stay Motion, but FBG again did not consent to waive confidentiality.¹⁵

26. Therefore, following the issuance of the TOR in July 2024 and as a matter of an *ad hoc* judicial measure issued by the Arbitral Tribunal, and approved by the ICC Court, Marelli

¹⁰ See **Exhibit A**.

¹¹ See **Exhibit A**.

¹² See SPA § 5.3(b); Lift Stay Motion, **Exhibit B**.

¹³ See Letter from ICC Court to Marelli Europe and FBG, dated December 20, 2023, attached hereto as **Exhibit B**, at 5–6.

¹⁴ See Letter from Marelli Europe to the ICC Court, dated January 19, 2024, attached hereto as **Exhibit C**.

¹⁵ See Email correspondence between counsel for Marelli Europe and counsel for FBG, dated July 24, 2025, attached hereto as **Exhibit D**.

Europe and FBG pursuant to Article 23 of the ICC Rules 2021,¹⁶ § 114 of the TOR,¹⁷ and § 5.3(b) of the (litigated) SPA,¹⁸ (a) the ICC Arbitration has always been entirely protected by confidentiality; (b) Marelli Europe, FBG, the Arbitral Tribunal and the ICC Court are bound by confidentiality; and (c) FBG is ostensibly determined to maintain and protect the confidentiality of the entirety of the ICC Arbitration.

27. Disseminating commercial and sensitive information in dispute in the ICC Arbitration through the chapter 11 process—which I understand is public in nature—may (further) compromise the value of the Marelli Business Line, an asset of the bankruptcy estate. For example, competitors may gain access to sensitive information about the Marelli Business Line and unfairly use such information to their advantage and to the detriment of Marelli Europe (and, potentially, FBG).

28. Furthermore, Marelli Europe’s shareholders and stakeholders have the legitimate expectation that the ICC Arbitration (and the underlying SPA) remain entirely confidential. Violating any such expectation may affect these existing relationships—an outcome that would be extremely detrimental to the Debtors’ efforts to reorganize and emerge from bankruptcy.

* * *

¹⁶ See Exhibit A.

¹⁷ TOR, Item S, § 114; Lift Stay Motion, Exhibit C.

¹⁸ SPA § 5.3(b); Lift Stay Motion, Exhibit B.

I declare under penalty of perjury under the laws of the United States, that after reasonable inquiry, the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: July 24, 2025
Milan, Italy

/s/ Lamberto Schiona
Lamberto Schiona

Exhibit A



Arbitration Rules

In force as from 1 January 2021

Mediation Rules

In force as from 1 January 2014



International Chamber of Commerce (ICC)
33-43 avenue du Président Wilson
75116 Paris, France
www.iccwbo.org

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International Chamber of Commerce (ICC)

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Publication date: September 2022

FOREWORD

ARBITRATION RULES

MEDIATION RULES

This booklet contains two discrete but complementary dispute resolution procedures offered by the International Chamber of Commerce (ICC). Arbitration under the ICC Arbitration Rules is a formal procedure leading to a binding decision from a neutral arbitral tribunal, susceptible to enforcement pursuant to both domestic arbitration laws and international treaties such as the 1958 New York Convention. Mediation under the ICC Mediation Rules is a flexible procedure aimed at achieving a negotiated settlement with the help of a neutral facilitator. The two sets of Rules are published together in this booklet in answer to the growing demand for a holistic approach to dispute resolution techniques.

Each set of Rules defines a structured, institutional framework intended to ensure transparency, efficiency and fairness in the dispute resolution process while allowing parties to exercise their choice over many aspects of procedure. Arbitration is administered by the International Court of Arbitration and mediation by the International Centre for ADR. These are the only bodies empowered to administer proceedings under their respective Rules, thereby affording parties the benefit of the experience, expertise and professionalism of a leading international dispute resolution provider.

Drafted by dispute resolution specialists and users representing a wide range of legal traditions, cultures and professions, these Rules provide a modern framework for the conduct of procedures and respond to the needs of international trade today. At the same time, they remain faithful to the ethos and essential features of ICC dispute resolution and, in particular, its suitability for use in any part of the world in proceedings conducted in any language and subject to any law.

Arbitration

The Arbitration Rules are those of 2012, as amended in 2017 and 2021. They are effective as of 1 January 2021.

Some of the 2021 amendments reflect established practice of the Court while others aim at increasing the flexibility, efficiency and transparency of ICC Arbitrations.

FOREWORD

Amendments with regard to complex arbitrations include Article 7(5) (providing for joinder of additional parties after the confirmation or appointment of any arbitrator) and Article 10(b) (allowing consolidation of cases involving different parties where the same arbitration agreements are relied upon).

The new Article 12(9) introduces an additional safeguard for parties' equality in the constitution of the arbitral tribunal. It provides that the Court may appoint each member of the arbitral tribunal where the method of constitution in the arbitration agreement may pose a risk to the validity of the award.

Independence and impartiality of arbitrators are further addressed with the inclusion of a provision empowering the arbitral tribunal to take any measure necessary to avoid a conflict of interest of an arbitrator arising from a change in party representation (Article 17(2)), and the requirement of party disclosure of third-party funding arrangements (Article 11(7)). In addition, Article 13(6), which applies to investment arbitrations based on a treaty, ensures complete neutrality of the arbitral tribunal by providing that no arbitrator shall have the same nationality of any party to the arbitration.

On the conduct of the proceedings, the 2021 amendments acknowledge the increased use of technology in arbitration, such as the transmission of the Request for Arbitration and Answer by electronic means of communication (Articles 4 and 5) and the possibility for the arbitral tribunal to decide that hearings can be held remotely after consulting the parties (Article 26(1)). Moreover, the Rules introduce a provision on additional awards (Article 36(3)), and, as a further step towards flexibility and efficiency of the proceedings, encourage parties to consider settlement of all or part of their dispute (Appendix IV(h)(i)).

The Rules also provide for increased transparency with regard to the composition and functioning of the Court (Appendices I and II) and the communication of reasons of Court decisions upon request of any party (Appendix II, Article 5).

The expedited procedure (Article 30 and Appendix VI), which is a streamlined procedure with a reduced scale of fees, has proved its efficiency since it was introduced in 2017. The Rules expand its scope of application to disputes with a value not exceeding US\$ 3 million for arbitration agreements concluded on or after 1 January 2021. The expedited procedure continues to be available on an opt-in basis for higher-value cases.

Mediation

The Mediation Rules, in force from 2014, reflect modern practice and set clear parameters for the conduct of proceedings, while recognizing and maintaining the need for flexibility. Like the ADR Rules, which they replace, they can be used for conducting other procedures or combinations of procedures that are similarly aimed at an amicable settlement of the dispute, such as conciliation or neutral evaluation.

Parties wishing to have recourse to ICC Arbitration, Mediation, or both, are encouraged to include an appropriate dispute resolution clause in their agreements. For this purpose, each set of Rules is followed by model clauses, together with guidance on their use and how they may be adjusted to particular needs and circumstances. The recommended clauses include multi-tiered clauses providing for a combination of techniques as well as clauses contemplating a single technique.

Both the Rules and the model clauses are available for use by parties, whether or not members of ICC. For the convenience of users, they have been translated into several languages and are available at <https://iccwbo.org/dispute-resolution-services/>.

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ARBITRATION RULES

Rules of Arbitration of the International
Chamber of Commerce

In force as from 1 January 2021

ICC ARBITRATION RULES
INTRODUCTORY PROVISIONS

ARTICLE 1

International Court of Arbitration

- 1 The International Court of Arbitration (the “Court”) of the International Chamber of Commerce (“ICC”) is the independent arbitration body of ICC. The statutes of the Court are set forth in Appendix I.
- 2 The Court does not itself resolve disputes. It administers the resolution of disputes by arbitral tribunals, in accordance with the Rules of Arbitration of ICC (the “Rules”). The Court is the only body authorized to administer arbitrations under the Rules, including the scrutiny and approval of awards rendered in accordance with the Rules. It draws up its own internal rules, which are set forth in Appendix II (the “Internal Rules”).
- 3 The President of the Court (the “President”) shall have the power to take urgent decisions on behalf of the Court, provided that any such decision is reported to the Court at one of its next sessions. At the President’s request, in the President’s absence or otherwise where the President is unable to act, one of the Vice-Presidents shall have the same power.
- 4 As provided for in the Internal Rules, the Court may delegate to one or more committees composed of its members the power to take certain decisions, provided that any such decision is reported to the Court at one of its next sessions.
- 5 The Court is assisted in its work by the Secretariat of the Court (the “Secretariat”) under the direction of its Secretary General (the “Secretary General”).

ARTICLE 2

Definitions

In the Rules:

- (i) “arbitral tribunal” includes one or more arbitrators;
- (ii) “claimant” includes one or more claimants, “respondent” includes one or more respondents, and “additional party” includes one or more additional parties;
- (iii) “party” or “parties” include claimants, respondents or additional parties;
- (iv) “claim” or “claims” include any claim by any party against any other party;
- (v) “award” includes, *inter alia*, an interim, partial, final, or additional award.

ARTICLE 3

Written Notifications or Communications; Time Limits

- 1 Save as otherwise provided in Articles 4(4)(b) and 5(3), all pleadings and other written communications submitted by any party, as well as all documents annexed thereto, shall be sent to each party, each arbitrator, and the Secretariat. Any notification or communication from the arbitral tribunal to the parties shall also be sent in copy to the Secretariat.
- 2 All notifications or communications from the Secretariat and the arbitral tribunal shall be made to the last address of the party or its representative for whom the same are intended, as notified either by the party in question or by any other party. Such notification or communication may be made by delivery against receipt, registered post, courier, email, or any other means of telecommunication that provides a record of the sending thereof.
- 3 A notification or communication shall be deemed to have been made on the day it was received by the party itself or by its representative, or would have been received if made in accordance with Article 3(2).

ICC ARBITRATION RULES
INTRODUCTORY PROVISIONS

- 4 Periods of time specified in or fixed under the Rules shall start to run on the day following the date a notification or communication is deemed to have been made in accordance with Article 3(3). When the day next following such date is an official holiday, or a non-business day in the country where the notification or communication is deemed to have been made, the period of time shall commence on the first following business day. Official holidays and non-business days are included in the calculation of the period of time. If the last day of the relevant period of time granted is an official holiday or a non-business day in the country where the notification or communication is deemed to have been made, the period of time shall expire at the end of the first following business day.

**ICC ARBITRATION RULES
COMMENCING THE ARBITRATION****ARTICLE 4**

Request for Arbitration

- 1 A party wishing to have recourse to arbitration under the Rules shall submit its Request for Arbitration (the "Request") to the Secretariat at any of the offices specified in the Internal Rules. The Secretariat shall notify the claimant and respondent of the receipt of the Request and the date of such receipt.
- 2 The date on which the Request is received by the Secretariat shall, for all purposes, be deemed to be the date of the commencement of the arbitration.
- 3 The Request shall contain the following information:
 - a) the name in full, description, address and other contact details of each of the parties;
 - b) the name in full, address and other contact details of any person(s) representing the claimant in the arbitration;
 - c) 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;
 - d) 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;
 - e) any relevant agreements and, in particular, the arbitration agreement(s);
 - f) where claims are made under more than one arbitration agreement, an indication of the arbitration agreement under which each claim is made;
 - g) all relevant particulars and any observations or proposals concerning the number of arbitrators and their choice in accordance with the provisions of Articles 12 and 13, and any nomination of an arbitrator required thereby; and

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- h) all relevant particulars and any observations or proposals as to the place of the arbitration, the applicable rules of law and the language of the arbitration.

The claimant may submit such other documents or information with the Request as it considers appropriate or as may contribute to the efficient resolution of the dispute.

- 4 Together with the Request, the claimant shall:
 - a) make payment of the filing fee required by Appendix III (“Arbitration Costs and Fees”) in force on the date the Request is submitted; and
 - b) submit a sufficient number of copies of the Request for each other party, each arbitrator and the Secretariat where the claimant requests transmission of the Request by delivery against receipt, registered post or courier.

In the event that the claimant fails to comply with either of these requirements, the Secretariat may fix a time limit within which the claimant must comply, failing which the file shall be closed without prejudice to the claimant’s right to submit the same claims at a later date in another Request.

- 5 The Secretariat shall transmit a copy of the Request and the documents annexed thereto to the respondent for its Answer to the Request once the Secretariat has sufficient copies of the Request and the required filing fee.

ARTICLE 5

Answer to the Request; Counterclaims

- 1 Within 30 days from receipt of the Request from the Secretariat, the respondent shall submit an Answer (the “Answer”) which shall contain the following information:
 - a) its name in full, description, address and other contact details;
 - b) the name in full, address and other contact details of any person(s) representing the respondent in the arbitration;

- c) 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;
- d) its response to the relief sought;
- e) any observations or proposals concerning the number of arbitrators and their choice in light of the claimant's proposals and in accordance with the provisions of Articles 12 and 13, and any nomination of an arbitrator required thereby; and
- f) any observations or proposals as to the place of the arbitration, the applicable rules of law and the language of the arbitration.

The respondent may submit such other documents or information with the Answer as it considers appropriate or as may contribute to the efficient resolution of the dispute.

- 2 The Secretariat may grant the respondent an extension of the time for submitting the Answer, provided the application for such an extension contains the respondent's observations or proposals concerning the number of arbitrators and their choice and, where required by Articles 12 and 13, the nomination of an arbitrator. If the respondent fails to do so, the Court shall proceed in accordance with the Rules.
- 3 The Answer shall be submitted in a sufficient number of copies for each other party, each arbitrator and the Secretariat where the respondent requests transmission thereof by delivery against receipt, registered post or courier.
- 4 The Secretariat shall communicate the Answer and the documents annexed thereto to all other parties.
- 5 Any counterclaims made by the respondent shall be submitted with the Answer and shall provide:
 - a) 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;
 - b) 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;

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- c) any relevant agreements and, in particular, the arbitration agreement(s); and
- d) where counterclaims are made under more than one arbitration agreement, an indication of the arbitration agreement under which each counterclaim is made.

The respondent may submit such other documents or information with the counterclaims as it considers appropriate or as may contribute to the efficient resolution of the dispute.

- 6 The claimant shall submit a reply to any counterclaim within 30 days from receipt of the counterclaims communicated by the Secretariat. Prior to the transmission of the file to the arbitral tribunal, the Secretariat may grant the claimant an extension of time for submitting the reply.

ARTICLE 6

Effect of the Arbitration Agreement

- 1 Where the parties have agreed to submit to arbitration under the Rules, they shall be deemed to have submitted *ipso facto* to the Rules in effect on the date of commencement of the arbitration, unless they have agreed to submit to the Rules in effect on the date of their arbitration agreement.
- 2 By agreeing to arbitration under the Rules, the parties have accepted that the arbitration shall be administered by the Court.
- 3 If any party against which a claim has been made does not submit an Answer, or if any party raises one or more pleas concerning the existence, validity or scope of the arbitration agreement or concerning whether all of the claims made in the arbitration may be determined together in a single arbitration, the arbitration shall proceed and any question of jurisdiction or of whether the claims may be determined together in that arbitration shall be decided directly by the arbitral tribunal, unless the Secretary General refers the matter to the Court for its decision pursuant to Article 6(4).

- 4 In all cases referred to the Court under Article 6(3), the Court shall decide whether and to what extent the arbitration shall proceed. The arbitration shall proceed if and to the extent that the Court is *prima facie* satisfied that an arbitration agreement under the Rules may exist. In particular:
- (i) where there are more than two parties to the arbitration, the arbitration shall proceed between those of the parties, including any additional parties joined pursuant to Article 7(1), with respect to which the Court is *prima facie* satisfied that an arbitration agreement under the Rules that binds them all may exist; and
 - (ii) where claims pursuant to Article 9 are made under more than one arbitration agreement, the arbitration shall proceed as to those claims with respect to which the Court is *prima facie* satisfied (a) that the arbitration agreements under which those claims are made may be compatible, and (b) that all parties to the arbitration may have agreed that those claims can be determined together in a single arbitration.

The Court's decision pursuant to Article 6(4) is without prejudice to the admissibility or merits of any party's plea or pleas.

- 5 In all matters decided by the Court under Article 6(4), any decision as to the jurisdiction of the arbitral tribunal, except as to parties or claims with respect to which the Court decides that the arbitration cannot proceed, shall then be taken by the arbitral tribunal itself.
- 6 Where the parties are notified of the Court's decision pursuant to Article 6(4) that the arbitration cannot proceed in respect of some or all of them, any party retains the right to ask any court having jurisdiction whether or not, and in respect of which of them, there is a binding arbitration agreement.
- 7 Where the Court has decided pursuant to Article 6(4) that the arbitration cannot proceed in respect of any of the claims, such decision shall not prevent a party from reintroducing the same claim at a later date in other proceedings.

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- 8 If any of the parties refuses or fails to take part in the arbitration or any stage thereof, the arbitration shall proceed notwithstanding such refusal or failure.
- 9 Unless otherwise agreed, the arbitral tribunal shall not cease to have jurisdiction by reason of any allegation that the contract is non-existent or null and void, provided that the arbitral tribunal upholds the validity of the arbitration agreement. The arbitral tribunal shall continue to have jurisdiction to determine the parties' respective rights and to decide their claims and pleas even though the contract itself may be non-existent or null and void.

**ICC ARBITRATION RULES
MULTIPLE PARTIES, MULTIPLE CONTRACTS
AND CONSOLIDATION**

ARTICLE 7

Joinder of Additional Parties

- 1 A party wishing to join an additional party to the arbitration shall submit its request for arbitration against the additional party (the “Request for Joinder”) to the Secretariat. The date on which the Request for Joinder is received by the Secretariat shall, for all purposes, be deemed to be the date of the commencement of arbitration against the additional party. Any such joinder shall be subject to the provisions of Articles 6(3)–6(7) and 9. Unless all parties, including the additional party, otherwise agree, or as provided for in Article 7(5), no additional party may be joined after the confirmation or appointment of any arbitrator. The Secretariat may fix a time limit for the submission of a Request for Joinder.
- 2 The Request for Joinder shall contain the following information:
 - a) the case reference of the existing arbitration;
 - b) the name in full, description, address and other contact details of each of the parties, including the additional party; and
 - c) the information specified in Article 4(3), subparagraphs c), d), e) and f).

The party filing the Request for Joinder may submit therewith such other documents or information as it considers appropriate or as may contribute to the efficient resolution of the dispute.
- 3 The provisions of Articles 4(4) and 4(5) shall apply, *mutatis mutandis*, to the Request for Joinder.
- 4 The additional party shall submit an Answer in accordance, *mutatis mutandis*, with the provisions of Articles 5(1)–5(4). The additional party may make claims against any other party in accordance with the provisions of Article 8.

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- 5 Any Request for Joinder made after the confirmation or appointment of any arbitrator shall be decided by the arbitral tribunal once constituted and shall be subject to the additional party accepting the constitution of the arbitral tribunal and agreeing to the Terms of Reference, where applicable. In deciding on such a Request for Joinder, the arbitral tribunal shall take into account all relevant circumstances, which may include whether the arbitral tribunal has *prima facie* jurisdiction over the additional party, the timing of the Request for Joinder, possible conflicts of interests and the impact of the joinder on the arbitral procedure. Any decision to join an additional party is without prejudice to the arbitral tribunal's decision as to its jurisdiction with respect to that party.

ARTICLE 8

Claims Between Multiple Parties

- 1 In an arbitration with multiple parties, claims may be made by any party against any other party, subject to the provisions of Articles 6(3)–6(7) and 9 and provided that no new claims may be made after the Terms of Reference are signed or approved by the Court without the authorization of the arbitral tribunal pursuant to Article 23(4).
- 2 Any party making a claim pursuant to Article 8(1) shall provide the information specified in Article 4(3), subparagraphs c), d), e) and f).
- 3 Before the Secretariat transmits the file to the arbitral tribunal in accordance with Article 16, the following provisions shall apply, *mutatis mutandis*, to any claim made: Article 4(4) subparagraph b); Article 4(5); Article 5(1) except for subparagraphs a), b), e) and f); Article 5(2); Article 5(3) and Article 5(4). Thereafter, the arbitral tribunal shall determine the procedure for making a claim.

ARTICLE 9

Multiple Contracts

Subject to the provisions of Articles 6(3)-6(7) and 23(4), claims arising out of or in connection with more than one contract may be made in a single arbitration, irrespective of whether such claims are made under one or more than one arbitration agreement under the Rules.

ARTICLE 10

Consolidation of Arbitrations

The Court may, at the request of a party, consolidate two or more arbitrations pending under the Rules into a single arbitration, where:

- a) the parties have agreed to consolidation; or
- b) all of the claims in the arbitrations are made under the same arbitration agreement or agreements; or
- c) the claims in the arbitrations are not made under the same arbitration agreement or agreements, but the arbitrations are between the same parties, the disputes in the arbitrations arise in connection with the same legal relationship, and the Court finds the arbitration agreements to be compatible.

In deciding whether to consolidate, the Court may take into account any circumstances it considers to be relevant, including whether one or more arbitrators have been confirmed or appointed in more than one of the arbitrations and, if so, whether the same or different persons have been confirmed or appointed.

When arbitrations are consolidated, they shall be consolidated into the arbitration that commenced first, unless otherwise agreed by all parties.

ICC ARBITRATION RULES
THE ARBITRAL TRIBUNAL

ARTICLE 11

General Provisions

- 1 Every arbitrator must be and remain impartial and independent of the parties involved in the arbitration.
- 2 Before appointment or confirmation, a prospective arbitrator shall sign a statement of acceptance, availability, impartiality and independence. The prospective arbitrator shall disclose in writing to the Secretariat any facts or circumstances which might be of such a nature as to call into question the arbitrator's independence in the eyes of the parties, as well as any circumstances that could give rise to reasonable doubts as to the arbitrator's impartiality. The Secretariat shall provide such information to the parties in writing and fix a time limit for any comments from them.
- 3 An arbitrator shall immediately disclose in writing to the Secretariat and to the parties any facts or circumstances of a similar nature to those referred to in Article 11(2) concerning the arbitrator's impartiality or independence which may arise during the arbitration.
- 4 The decisions of the Court as to the appointment, confirmation, challenge or replacement of an arbitrator shall be final.
- 5 By accepting to serve, arbitrators undertake to carry out their responsibilities in accordance with the Rules.
- 6 Insofar as the parties have not provided otherwise, the arbitral tribunal shall be constituted in accordance with the provisions of Articles 12 and 13.
- 7 In order to assist prospective arbitrators and arbitrators in complying with their duties under Articles 11(2) and 11(3), each party must promptly inform the Secretariat, the arbitral tribunal and the other parties, of the existence and identity of any non-party which has entered into an arrangement for the funding of claims or defences and under which it has an economic interest in the outcome of the arbitration.

ARTICLE 12

Constitution of the Arbitral Tribunal**Number of Arbitrators**

- 1 The disputes shall be decided by a sole arbitrator or by three arbitrators.
- 2 Where the parties have not agreed upon the number of arbitrators, the Court shall appoint a sole arbitrator, save where it appears to the Court that the dispute is such as to warrant the appointment of three arbitrators. In such case, the claimant shall nominate an arbitrator within 15 days from receipt of the notification of the decision of the Court, and the respondent shall nominate an arbitrator within 15 days from receipt of the notification of the nomination made by the claimant. If a party fails to nominate an arbitrator, the appointment shall be made by the Court.

Sole Arbitrator

- 3 Where the parties have agreed that the dispute shall be resolved by a sole arbitrator, they may, by agreement, nominate the sole arbitrator for confirmation. If the parties fail to nominate a sole arbitrator within 30 days from the date when the claimant's Request for Arbitration has been received by the other party or parties, or within such additional time as may be allowed by the Secretariat, the sole arbitrator shall be appointed by the Court.

Three Arbitrators

- 4 Where the parties have agreed that the dispute shall be resolved by three arbitrators, each party shall nominate in the Request and the Answer, respectively, one arbitrator for confirmation. If a party fails to nominate an arbitrator, the appointment shall be made by the Court.
- 5 Where the dispute is to be referred to three arbitrators, the third arbitrator, who will act as president of the arbitral tribunal, shall be appointed by the Court, unless the parties have agreed upon another procedure for such appointment, in which case the nomination will be subject to confirmation pursuant to Article 13. Should such procedure not result in a nomination within 30 days from the

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confirmation or appointment of the co-arbitrators or any other time limit agreed by the parties or fixed by the Court, the third arbitrator shall be appointed by the Court.

- 6 Where there are multiple claimants or multiple respondents, and where the dispute is to be referred to three arbitrators, the multiple claimants, jointly, and the multiple respondents, jointly, shall nominate an arbitrator for confirmation pursuant to Article 13.
- 7 Where an additional party has been joined (Article 7(1)), and where the dispute is to be referred to three arbitrators, the additional party may, jointly with the claimant(s) or with the respondent(s), nominate an arbitrator for confirmation pursuant to Article 13 and subject to Article 7(5).
- 8 In the absence of a joint nomination pursuant to Articles 12(6) or 12(7) and where all parties are unable to agree to a method for the constitution of the arbitral tribunal, the Court may appoint each member of the arbitral tribunal and shall designate one of them to act as president. In such cases, the Court shall be at liberty to choose any person it regards as suitable to act as arbitrator, applying Article 13 when it considers this appropriate.
- 9 Notwithstanding any agreement by the parties on the method of constitution of the arbitral tribunal, in exceptional circumstances the Court may appoint each member of the arbitral tribunal to avoid a significant risk of unequal treatment and unfairness that may affect the validity of the award.

ARTICLE 13

Appointment and Confirmation of the Arbitrators

- 1 In confirming or appointing arbitrators, the Court shall consider the prospective arbitrator's nationality, residence and other relationships with the countries of which the parties or the other arbitrators are nationals and the prospective arbitrator's availability and ability to conduct the arbitration in accordance with the Rules. The same shall apply where the Secretary General confirms arbitrators pursuant to Article 13(2).

- 2 The Secretary General may confirm as co-arbitrators, sole arbitrators and presidents of arbitral tribunals persons nominated by the parties or pursuant to their particular agreements, provided that the statement they have submitted contains no qualification regarding impartiality or independence or that a qualified statement regarding impartiality or independence has not given rise to objections. Such confirmation shall be reported to the Court at one of its next sessions. If the Secretary General considers that a co-arbitrator, sole arbitrator or president of an arbitral tribunal should not be confirmed, the matter shall be submitted to the Court.
- 3 Where the Court is to appoint an arbitrator, it shall make the appointment upon proposal of an ICC National Committee or Group that it considers to be appropriate. If the Court does not accept the proposal made, or if the National Committee or Group fails to make the proposal requested within the time limit fixed by the Court, the Court may repeat its request, request a proposal from another National Committee or Group that it considers to be appropriate, or appoint directly any person whom it regards as suitable.
- 4 The Court may also appoint directly to act as arbitrator any person whom it regards as suitable where:
 - a) one or more of the parties is a state or may be considered to be a state entity;
 - b) the Court considers that it would be appropriate to appoint an arbitrator from a country or territory where there is no National Committee or Group; or
 - c) the President certifies to the Court that circumstances exist which, in the President's opinion, make a direct appointment necessary and appropriate.

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- 5 Where the Court is to appoint the sole arbitrator or the president of the arbitral tribunal, such sole arbitrator or president of the arbitral tribunal shall be of a nationality other than those of the parties. However, in suitable circumstances and provided that none of the parties objects within the time limit fixed by the Secretariat, the sole arbitrator or the president of the arbitral tribunal may be chosen from a country of which any of the parties is a national.
- 6 Whenever the arbitration agreement upon which the arbitration is based arises from a treaty, and unless the parties agree otherwise, no arbitrator shall have the same nationality of any party to the arbitration.

ARTICLE 14

Challenge of Arbitrators

- 1 A challenge of an arbitrator, whether for an alleged lack of impartiality or independence, or otherwise, shall be made by the submission to the Secretariat of a written statement specifying the facts and circumstances on which the challenge is based.
- 2 For a challenge to be admissible, it must be submitted by a party either within 30 days from receipt by that party of the notification of the appointment or confirmation of the arbitrator, or within 30 days from the date when the party making the challenge was informed of the facts and circumstances on which the challenge is based if such date is subsequent to the receipt of such notification.
- 3 The Court shall decide on the admissibility and, at the same time, if necessary, on the merits of a challenge after the Secretariat has afforded an opportunity for the arbitrator concerned, the other party or parties and any other members of the arbitral tribunal to comment in writing within a suitable period of time. Such comments shall be communicated to the parties and to the arbitrators.

ARTICLE 15

Replacement of Arbitrators

- 1 An arbitrator shall be replaced upon death, upon acceptance by the Court of the arbitrator's resignation, upon acceptance by the Court of a challenge, or upon acceptance by the Court of a request of all the parties.
- 2 An arbitrator shall also be replaced on the Court's own initiative when it decides that the arbitrator is prevented *de jure* or *de facto* from fulfilling the arbitrator's functions, or that the arbitrator is not fulfilling those functions in accordance with the Rules or within the prescribed time limits.
- 3 When, on the basis of information that has come to its attention, the Court considers applying Article 15(2), it shall decide on the matter after the arbitrator concerned, the parties and any other members of the arbitral tribunal have had an opportunity to comment in writing within a suitable period of time. Such comments shall be communicated to the parties and to the arbitrators.
- 4 When an arbitrator is to be replaced, the Court has discretion to decide whether or not to follow the original nominating process. Once reconstituted, and after having invited the parties to comment, the arbitral tribunal shall determine if and to what extent prior proceedings shall be repeated before the reconstituted arbitral tribunal.
- 5 Subsequent to the closing of the proceedings, instead of replacing an arbitrator who has died or been removed by the Court pursuant to Articles 15(1) or 15(2), the Court may decide, when it considers it appropriate, that the remaining arbitrators shall continue the arbitration. In making such determination, the Court shall take into account the views of the remaining arbitrators and of the parties and such other matters that it considers appropriate in the circumstances.

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ARTICLE 16

Transmission of the File to the Arbitral Tribunal

The Secretariat shall transmit the file to the arbitral tribunal as soon as it has been constituted, provided the advance on costs requested by the Secretariat at this stage has been paid.

ARTICLE 17

Party Representation

- 1 Each party must promptly inform the Secretariat, the arbitral tribunal and the other parties of any changes in its representation.
- 2 The arbitral tribunal may, once constituted and after it has afforded an opportunity to the parties to comment in writing within a suitable period of time, take any measure necessary to avoid a conflict of interest of an arbitrator arising from a change in party representation, including the exclusion of new party representatives from participating in whole or in part in the arbitral proceedings.
- 3 At any time after the commencement of the arbitration, the arbitral tribunal or the Secretariat may require proof of the authority of any party representatives.

ARTICLE 18

Place of the Arbitration

- 1 The place of the arbitration shall be fixed by the Court, unless agreed upon by the parties.
- 2 The arbitral tribunal may, after consulting the parties, conduct hearings and meetings at any location it considers appropriate, unless otherwise agreed by the parties.
- 3 The arbitral tribunal may deliberate at any location it considers appropriate.

ARTICLE 19

Rules Governing the Proceedings

The proceedings before the arbitral tribunal shall be governed by the Rules and, where the Rules are silent, by any rules which the parties or, failing them, the arbitral tribunal may settle on, whether or not reference is thereby made to the rules of procedure of a national law to be applied to the arbitration.

ARTICLE 20

Language of the Arbitration

In the absence of an agreement by the parties, the arbitral tribunal shall determine the language or languages of the arbitration, due regard being given to all relevant circumstances, including the language of the contract.

ARTICLE 21

Applicable Rules of Law

- 1 The parties shall be free to agree upon the rules of law to be applied by the arbitral tribunal to the merits of the dispute. In the absence of any such agreement, the arbitral tribunal shall apply the rules of law which it determines to be appropriate.
- 2 The arbitral tribunal shall take account of the provisions of the contract, if any, between the parties and of any relevant trade usages.
- 3 The arbitral tribunal shall assume the powers of an *amiable compositeur* or decide *ex aequo et bono* only if the parties have agreed to give it such powers.

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ARTICLE 22

Conduct of the Arbitration

- 1 The arbitral tribunal and the parties shall make every effort to conduct the arbitration in an expeditious and cost-effective manner, having regard to the complexity and value of the dispute.
- 2 In order to ensure effective case management, after consulting the parties, the arbitral tribunal shall adopt such procedural measures as it considers appropriate, provided that they are not contrary to any agreement of the parties. Such measures may include one or more of the case management techniques described in Appendix IV.
- 3 Upon the request of any party, the arbitral tribunal may make orders concerning the confidentiality of the arbitration proceedings or of any other matters in connection with the arbitration and may take measures for protecting trade secrets and confidential information.
- 4 In all cases, the arbitral tribunal shall act fairly and impartially and ensure that each party has a reasonable opportunity to present its case.
- 5 The parties undertake to comply with any order made by the arbitral tribunal.

ARTICLE 23

Terms of Reference

- 1 As soon as it has received the file from the Secretariat, the arbitral tribunal shall draw up, on the basis of documents or in the presence of the parties and in the light of their most recent submissions, a document defining its Terms of Reference. This document shall include the following particulars:
 - a) the names in full, description, address and other contact details of each of the parties and of any person(s) representing a party in the arbitration;
 - b) the addresses to which notifications and communications arising in the course of the arbitration may be made;

- c) a summary of the parties' respective claims and of the relief sought by each party, together with the amounts of any quantified claims and, to the extent possible, an estimate of the monetary value of any other claims;
 - d) unless the arbitral tribunal considers it inappropriate, a list of issues to be determined;
 - e) the names in full, address and other contact details of each of the arbitrators;
 - f) the place of the arbitration; and
 - g) particulars of the applicable procedural rules and, if such is the case, reference to the power conferred upon the arbitral tribunal to act as *amiable compositeur* or to decide *ex aequo et bono*.
- 2 The Terms of Reference shall be signed by the parties and the arbitral tribunal. Within 30 days from the date on which the file has been transmitted to it, the arbitral tribunal shall transmit to the Court the Terms of Reference signed by it and by the parties. The Court may extend this time limit pursuant to a reasoned request from the arbitral tribunal or on its own initiative if it decides it is necessary to do so.
- 3 If any of the parties refuses to take part in the drawing up of the Terms of Reference or to sign the same, they shall be submitted to the Court for approval. When the Terms of Reference have been signed in accordance with Article 23(2) or approved by the Court, the arbitration shall proceed.
- 4 After the Terms of Reference have been signed or approved by the Court, no party shall make new claims which fall outside the limits of the Terms of Reference unless it has been authorized to do so by the arbitral tribunal, which shall consider the nature of such new claims, the stage of the arbitration and other relevant circumstances.

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ARTICLE 24

Case Management Conference and Procedural Timetable

- 1 When drawing up the Terms of Reference or as soon as possible thereafter, the arbitral tribunal shall hold a case management conference to consult the parties on procedural measures that may be adopted pursuant to Article 22(2).
- 2 During such conference, or as soon as possible thereafter, the arbitral tribunal shall establish the procedural timetable that it intends to follow for the efficient conduct of the arbitration. The procedural timetable and any modifications thereto shall be communicated to the Court and the parties.
- 3 To ensure continued effective case management, the arbitral tribunal, after consulting the parties by means of a further case management conference or otherwise, may adopt further procedural measures or modify the procedural timetable.
- 4 Case management conferences may be conducted through a meeting in person, by video conference, telephone or similar means of communication. In the absence of an agreement of the parties, the arbitral tribunal shall determine the means by which the conference will be conducted. The arbitral tribunal may request the parties to submit case management proposals in advance of a case management conference and may request the attendance at any case management conference of the parties in person or through an internal representative.

ARTICLE 25

Establishing the Facts of the Case

- 1 The arbitral tribunal shall proceed within as short a time as possible to establish the facts of the case by all appropriate means.
- 2 The arbitral tribunal may decide to hear witnesses, experts appointed by the parties or any other person, in the presence of the parties, or in their absence provided they have been duly summoned.

- 3 The arbitral tribunal, after consulting the parties, may appoint one or more experts, define their terms of reference and receive their reports. At the request of a party, the parties shall be given the opportunity to question at a hearing any such expert.
- 4 At any time during the proceedings, the arbitral tribunal may summon any party to provide additional evidence.
- 5 The arbitral tribunal may decide the case solely on the documents submitted by the parties unless any of the parties requests a hearing.

ARTICLE 26

Hearings

- 1 A hearing shall be held if any of the parties so requests or, failing such a request, if the arbitral tribunal on its own motion decides to hear the parties. When a hearing is to be held, the arbitral tribunal, giving reasonable notice, shall summon the parties to appear before it on the day and at the place fixed by it. The arbitral tribunal may decide, after consulting the parties, and on the basis of the relevant facts and circumstances of the case, that any hearing will be conducted by physical attendance or remotely by videoconference, telephone or other appropriate means of communication.
- 2 If any of the parties, although duly summoned, fails to appear without valid excuse, the arbitral tribunal shall have the power to proceed with the hearing.
- 3 The arbitral tribunal shall be in full charge of the hearings, at which all the parties shall be entitled to be present. Save with the approval of the arbitral tribunal and the parties, persons not involved in the proceedings shall not be admitted.
- 4 The parties may appear in person or through duly authorized representatives. In addition, they may be assisted by advisers.

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ARTICLE 27

Closing of the Proceedings and Date for Submission of Draft Awards

As soon as possible after the last hearing concerning matters to be decided in an award or the filing of the last authorized submissions concerning such matters, whichever is later, the arbitral tribunal shall:

- a) declare the proceedings closed with respect to the matters to be decided in the award; and
- b) inform the Secretariat and the parties of the date by which it expects to submit its draft award to the Court for approval pursuant to Article 34.

After the proceedings are closed, no further submission or argument may be made, or evidence produced, with respect to the matters to be decided in the award, unless requested or authorized by the arbitral tribunal.

ARTICLE 28

Conservatory and Interim Measures

- 1 Unless the parties have otherwise agreed, as soon as the file has been transmitted to it, the arbitral tribunal may, at the request of a party, order any interim or conservatory measure it deems appropriate. The arbitral tribunal may make the granting of any such measure subject to appropriate security being furnished by the requesting party. Any such measure shall take the form of an order, giving reasons, or of an award, as the arbitral tribunal considers appropriate.
- 2 Before the file is transmitted to the arbitral tribunal, and in appropriate circumstances even thereafter, the parties may apply to any competent judicial authority for interim or conservatory measures. The application of a party to a judicial authority for such measures or for the implementation of any such measures ordered by an arbitral tribunal shall not be deemed to be an infringement or a waiver of the arbitration agreement and shall not affect the relevant powers reserved to the arbitral tribunal. Any such application and any measures taken by the judicial authority must be notified without delay to the Secretariat. The Secretariat shall inform the arbitral tribunal thereof.

ARTICLE 29

Emergency Arbitrator

- 1 A party that needs urgent interim or conservatory measures that cannot await the constitution of an arbitral tribunal (“Emergency Measures”) may make an application for such measures pursuant to the Emergency Arbitrator Rules in Appendix V. Any such application shall be accepted only if it is received by the Secretariat prior to the transmission of the file to the arbitral tribunal pursuant to Article 16 and irrespective of whether the party making the application has already submitted its Request for Arbitration.
- 2 The emergency arbitrator’s decision shall take the form of an order. The parties undertake to comply with any order made by the emergency arbitrator.
- 3 The emergency arbitrator’s order shall not bind the arbitral tribunal with respect to any question, issue or dispute determined in the order. The arbitral tribunal may modify, terminate or annul the order or any modification thereto made by the emergency arbitrator.
- 4 The arbitral tribunal shall decide upon any party’s requests or claims related to the emergency arbitrator proceedings, including the reallocation of the costs of such proceedings and any claims arising out of or in connection with the compliance or non-compliance with the order.
- 5 Articles 29(1)-29(4) and the Emergency Arbitrator Rules set forth in Appendix V (collectively the “Emergency Arbitrator Provisions”) shall apply only to parties that are either signatories of the arbitration agreement under the Rules that is relied upon for the application or successors to such signatories.

ICC ARBITRATION RULES
THE ARBITRAL PROCEEDINGS

- 6 The Emergency Arbitrator Provisions shall not apply if:
 - a) the arbitration agreement under the Rules was concluded before 1 January 2012;
 - b) the parties have agreed to opt out of the Emergency Arbitrator Provisions; or
 - c) the arbitration agreement upon which the application is based arises from a treaty.
- 7 The Emergency Arbitrator Provisions are not intended to prevent any party from seeking urgent interim or conservatory measures from a competent judicial authority at any time prior to making an application for such measures, and in appropriate circumstances even thereafter, pursuant to the Rules. Any application for such measures from a competent judicial authority shall not be deemed to be an infringement or a waiver of the arbitration agreement. Any such application and any measures taken by the judicial authority must be notified without delay to the Secretariat.

ARTICLE 30

Expedited Procedure

- 1 By agreeing to arbitration under the Rules, the parties agree that this Article 30 and the Expedited Procedure Rules set forth in Appendix VI (collectively the "Expedited Procedure Provisions") shall take precedence over any contrary terms of the arbitration agreement.
- 2 The Expedited Procedure Rules set forth in Appendix VI shall apply if:
 - a) the amount in dispute does not exceed the limit set out in Article 1(2) of Appendix VI at the time of the communication referred to in Article 1(3) of that Appendix; or
 - b) the parties so agree.

- 3 The Expedited Procedure Provisions shall not apply if:
 - a) the arbitration agreement under the Rules was concluded before the date on which the Expedited Procedure Provisions came into force;
 - b) the parties have agreed to opt out of the Expedited Procedure Provisions; or
 - c) the Court, upon the request of a party before the constitution of the arbitral tribunal or on its own motion, determines that it is inappropriate in the circumstances to apply the Expedited Procedure Provisions.

ICC ARBITRATION RULES
AWARDS

ARTICLE 31

Time Limit for the Final Award

- 1 The time limit within which the arbitral tribunal must render its final award is six months. Such time limit shall start to run from the date of the last signature by the arbitral tribunal or by the parties of the Terms of Reference or, in the case of application of Article 23(3), the date of the notification to the arbitral tribunal by the Secretariat of the approval of the Terms of Reference by the Court. The Court may fix a different time limit based upon the procedural timetable established pursuant to Article 24(2).
- 2 The Court may extend the time limit pursuant to a reasoned request from the arbitral tribunal or on its own initiative if it decides it is necessary to do so.

ARTICLE 32

Making of the Award

- 1 When the arbitral tribunal is composed of more than one arbitrator, an award is made by a majority decision. If there is no majority, the award shall be made by the president of the arbitral tribunal alone.
- 2 The award shall state the reasons upon which it is based.
- 3 The award shall be deemed to be made at the place of the arbitration and on the date stated therein.

ARTICLE 33

Award by Consent

If the parties reach a settlement after the file has been transmitted to the arbitral tribunal in accordance with Article 16, the settlement shall be recorded in the form of an award made by consent of the parties, if so requested by the parties and if the arbitral tribunal agrees to do so.

ARTICLE 34

Scrutiny of the Award by the Court

Before signing any award, the arbitral tribunal shall submit it in draft form to the Court. The Court may lay down modifications as to the form of the award and, without affecting the arbitral tribunal's liberty of decision, may also draw its attention to points of substance. No award shall be rendered by the arbitral tribunal until it has been approved by the Court as to its form.

ARTICLE 35

Notification, Deposit and Enforceability of the Award

- 1 Once an award has been made, the Secretariat shall notify to the parties the text signed by the arbitral tribunal, provided always that the costs of the arbitration have been fully paid to ICC by the parties or by one of them.
- 2 Additional copies certified true by the Secretary General shall be made available on request and at any time to the parties, but to no one else.
- 3 By virtue of the notification made in accordance with Article 35(1), the parties waive any other form of notification or deposit on the part of the arbitral tribunal.
- 4 An original of each award made in accordance with the Rules shall be deposited with the Secretariat.
- 5 The arbitral tribunal and the Secretariat shall assist the parties in complying with whatever further formalities may be necessary.
- 6 Every award shall be binding on the parties. By submitting the dispute to arbitration under the Rules, the parties undertake to carry out any award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made.

ICC ARBITRATION RULES
AWARDS

ARTICLE 36

Correction and Interpretation of the Award; Additional Award; Remission of Awards

- 1 On its own initiative, the arbitral tribunal may correct a clerical, computational or typographical error, or any errors of similar nature contained in an award, provided such correction is submitted for approval to the Court within 30 days from notification of the award by the Secretariat pursuant to Article 35(1).
- 2 Any application of a party for the correction of an error of the kind referred to in Article 36(1), or for the interpretation of an award, must be made to the Secretariat within 30 days from receipt of the award by such party.
- 3 Any application of a party for an additional award as to claims made in the arbitral proceedings which the arbitral tribunal has omitted to decide must be made to the Secretariat within 30 days from receipt of the award by such party.
- 4 After transmission of an application pursuant to Articles 36(2) or 36(3) to the arbitral tribunal, the latter shall grant the other party or parties a short time limit, normally not exceeding 30 days, from receipt of the application by that party or parties, to submit any comments thereon. The arbitral tribunal shall submit its decision on the application in draft form to the Court not later than 30 days from expiry of the time limit for the receipt of any comments from the other party or parties or within such other period as the Court may decide. A decision to correct or to interpret the award shall take the form of an addendum and shall constitute part of the award. A decision to grant the application under paragraph 3 shall take the form of an additional award. The provisions of Articles 32, 34 and 35 shall apply *mutatis mutandis*.

- 5 Where a court remits an award to the arbitral tribunal, the provisions of Articles 32, 34, 35 and this Article 36 shall apply *mutatis mutandis* to any addendum or award made pursuant to the terms of such remission. The Court may take any steps as may be necessary to enable the arbitral tribunal to comply with the terms of such remission and may fix an advance to cover any additional fees and expenses of the arbitral tribunal and any additional ICC administrative expenses.

ICC ARBITRATION RULES
COSTS

ARTICLE 37

Advance to Cover the Costs of the Arbitration

- 1 After receipt of the Request, the Secretary General may request the claimant to pay a provisional advance in an amount intended to cover the costs of the arbitration
 - a) until the Terms of Reference have been drawn up; or
 - b) when the Expedited Procedure Provisions apply, until the case management conference.

Any provisional advance paid will be considered as a partial payment by the claimant of any advance on costs fixed by the Court pursuant to this Article 37.

- 2 As soon as practicable, the Court shall fix the advance on costs in an amount likely to cover the fees and expenses of the arbitrators, the ICC administrative expenses and any other expenses incurred by ICC related to the arbitration for the claims which have been referred to it by the parties, unless any claims are made under Article 7 or 8 in which case Article 37(4) shall apply. The advance on costs fixed by the Court pursuant to this Article 37(2) shall be payable in equal shares by the claimant and the respondent.
- 3 Where counterclaims are submitted by the respondent under Article 5 or otherwise, the Court may fix separate advances on costs for the claims and the counterclaims. When the Court has fixed separate advances on costs, each of the parties shall pay the advance on costs corresponding to its claims.
- 4 Where claims are made under Article 7 or 8, the Court shall fix one or more advances on costs that shall be payable by the parties as decided by the Court. Where the Court has previously fixed any advance on costs pursuant to this Article 37, any such advance shall be replaced by the advance(s) fixed pursuant to this Article 37(4), and the amount of any advance previously paid by any party will be considered as a partial payment by such party of its share of the advance(s) on costs as fixed by the Court pursuant to this Article 37(4).

- 5 The amount of any advance on costs fixed by the Court pursuant to this Article 37 may be subject to readjustment at any time during the arbitration. In all cases, any party shall be free to pay any other party's share of any advance on costs should such other party fail to pay its share.
- 6 When a request for an advance on costs has not been complied with, and after consultation with the arbitral tribunal, the Secretary General may direct the arbitral tribunal to suspend its work and set a time limit, which must be not less than 15 days, on the expiry of which the relevant claims shall be considered as withdrawn. Should the party in question wish to object to this measure, it must make a request within the aforementioned period for the matter to be decided by the Court. Such party shall not be prevented, on the ground of such withdrawal, from reintroducing the same claims at a later date in another proceeding.
- 7 If one of the parties claims a right to a set-off with regard to any claim, such set-off shall be taken into account in determining the advance to cover the costs of the arbitration in the same way as a separate claim insofar as it may require the arbitral tribunal to consider additional matters.

ARTICLE 38

Decision as to the Costs of the Arbitration

- 1 The costs of the arbitration shall include the fees and expenses of the arbitrators and the ICC administrative expenses fixed by the Court, in accordance with the scales in force at the time of the commencement of the arbitration, as well as the fees and expenses of any experts appointed by the arbitral tribunal and the reasonable legal and other costs incurred by the parties for the arbitration.
- 2 The Court may fix the fees of the arbitrators at a figure higher or lower than that which would result from the application of the relevant scale should this be deemed necessary due to the exceptional circumstances of the case.
- 3 At any time during the arbitral proceedings, the arbitral tribunal may make decisions on costs, other than those to be fixed by the Court, and order payment.

ICC ARBITRATION RULES
COSTS

- 4 The final award shall fix the costs of the arbitration and decide which of the parties shall bear them or in what proportion they shall be borne by the parties.
- 5 In making decisions as to costs, the arbitral tribunal may take into account such circumstances as it considers relevant, including the extent to which each party has conducted the arbitration in an expeditious and cost-effective manner.
- 6 In the event of the withdrawal of all claims or the termination of the arbitration before the rendering of a final award, the Court shall fix the fees and expenses of the arbitrators and the ICC administrative expenses. If the parties have not agreed upon the allocation of the costs of the arbitration or other relevant issues with respect to costs, such matters shall be decided by the arbitral tribunal. If the arbitral tribunal has not been constituted at the time of such withdrawal or termination, any party may request the Court to proceed with the constitution of the arbitral tribunal in accordance with the Rules so that the arbitral tribunal may make decisions as to costs.

ICC ARBITRATION RULES
MISCELLANEOUS**ARTICLE 39**

Modified Time Limits

- 1 The parties may agree to shorten the various time limits set out in the Rules. Any such agreement entered into subsequent to the constitution of an arbitral tribunal shall become effective only upon the approval of the arbitral tribunal.
- 2 The Court, on its own initiative, may extend any time limit which has been modified pursuant to Article 39(1) if it decides that it is necessary to do so in order that the arbitral tribunal and the Court may fulfil their responsibilities in accordance with the Rules.

ARTICLE 40

Waiver

A party which proceeds with the arbitration without raising its objection to a failure to comply with any provision of the Rules, or of any other rules applicable to the proceedings, any direction given by the arbitral tribunal, or any requirement under the arbitration agreement relating to the constitution of the arbitral tribunal or the conduct of the proceedings, shall be deemed to have waived its right to object.

ARTICLE 41

Limitation of Liability

The arbitrators, any person appointed by the arbitral tribunal, the emergency arbitrator, the Court and its members, ICC and its employees, and the ICC National Committees and Groups and their employees and representatives shall not be liable to any person for any act or omission in connection with the arbitration, except to the extent such limitation of liability is prohibited by applicable law.

ICC ARBITRATION RULES
MISCELLANEOUS

ARTICLE 42

General Rule

In all matters not expressly provided for in the Rules, the Court and the arbitral tribunal shall act in the spirit of the Rules and shall make every effort to make sure that the award is enforceable at law.

ARTICLE 43

Governing Law and Settlement of Disputes

Any claims arising out of or in connection with the administration of the arbitration proceedings by the Court under the Rules shall be governed by French law and settled by the Paris Judicial Tribunal (*Tribunal Judiciaire de Paris*) in France, which shall have exclusive jurisdiction.

ICC ARBITRATION RULES
APPENDIX I - STATUTES OF THE INTERNATIONAL
COURT OF ARBITRATION

ARTICLE 1

Function

- 1 The function of the International Court of Arbitration of the International Chamber of Commerce (the “Court”) is to ensure the application of the Rules of Arbitration of ICC, and it has all the necessary powers for that purpose.
- 2 As an autonomous body, it carries out these functions in complete independence from ICC and its organs.
- 3 Its members are independent from the ICC National Committees and Groups.

ARTICLE 2

Composition of the Court

The Court shall consist of a President, Vice-Presidents, and members and alternate members (collectively designated as members). In its work it is assisted by its Secretariat (Secretariat of the Court).

ARTICLE 3

Appointment

- 1 The President is elected by the ICC World Council upon the recommendation of the Executive Board of ICC based on the proposal of an independent selection committee which includes highly distinguished arbitration practitioners.
- 2 On the proposal of the President, the ICC World Council appoints the Vice-Presidents of the Court from among the members of the Court or otherwise. The President and the Vice-Presidents of the Court form the Bureau of the Court.

ICC ARBITRATION RULES
APPENDIX I - STATUTES OF THE INTERNATIONAL
COURT OF ARBITRATION

- 3 The members of the Court are appointed by the ICC World Council on the proposal of ICC National Committees or Groups, one member for each National Committee or Group. On the proposal of the President, the World Council may appoint alternate members.
- 4 On the proposal of the President, the ICC World Council may appoint members and alternate members in countries and territories:
 - a) where there is no National Committee or Group; or
 - b) where the National Committee or Group is suspended.
- 5 The term of office of all members, including, for the purposes of this paragraph, the President and Vice-Presidents, is three years and may be renewed once. If a member is no longer in a position to exercise the member's functions, a successor is appointed by the World Council for the remainder of the term.
- 6 No Court member shall serve for more than two full consecutive terms, unless the World Council decides otherwise upon the recommendation of the Executive Board further to the proposal of the President, in particular where a Court member is proposed for election as Vice-President.

ARTICLE 4

Committees

- 1 Save as provided in Articles 5(1), 6 and 7 of this Appendix, the Court conducts its work in Committees of three members.
- 2 Members of the Committees consist of a president and two other members.

ARTICLE 5

Special Committees

- 1 The Court may conduct its work in Special Committees:
 - a) to decide on matters under Articles 14 and 15(2) of the Rules;
 - b) to scrutinise draft awards in the presence of dissenting opinions;
 - c) to scrutinise draft awards in cases where one or more of the parties is a state or may be considered to be a state entity;
 - d) to decide on matters transferred to a Special Committee by a Committee which did not reach a decision or deemed it preferable to abstain, having made any suggestions it deemed appropriate; or
 - e) upon request of the President.
- 2 Members of the Special Committee consist of a president and at least six other members.

ARTICLE 6

Single-member Committees

The Court may scrutinize draft awards under the Expedited Procedure Provisions in Single-member Committees.

ARTICLE 7

Plenary of the Court

- 1 The Court meets in plenary during its annual working session. It also meets in plenary whenever so convened by the President.
- 2 The plenary of the Court may take any decision under Articles 4(1), 5(1) and 6 of this Appendix.
- 3 Members of the plenary consist of the President, the Vice-Presidents and all Court members who have accepted to attend and are in attendance.

ICC ARBITRATION RULES
APPENDIX I - STATUTES OF THE INTERNATIONAL
COURT OF ARBITRATION

ARTICLE 8

Confidentiality

The work of the Court is of a confidential nature which must be respected by everyone who participates in that work in whatever capacity. The Court lays down the rules regarding the persons who can attend the meetings of the Court and its Committees and who are entitled to have access to materials related to the work of the Court and its Secretariat.

ARTICLE 9

Modification of the Rules of Arbitration

Any proposal of the Court for a modification of the Rules is laid before the Commission on Arbitration and ADR before submission to the Executive Board of ICC for approval, provided, however, that the Court, in order to take account of developments in information technology, may propose to modify or supplement the provisions of Article 3 of the Rules or any related provisions in the Rules without laying any such proposal before the Commission.

ARTICLE 10

The decisions of the Court shall be deemed to be made in Paris, France.

ICC ARBITRATION RULES
APPENDIX II - INTERNAL RULES OF
THE INTERNATIONAL COURT OF ARBITRATION

ARTICLE 1

Confidential Character of the Work of the International Court of Arbitration

- 1 For the purposes of this Appendix, members of the Court include the President and Vice-Presidents of the Court.
- 2 The sessions of the Court are open only to its members and to the Secretariat.
- 3 However, in exceptional circumstances, the President of the Court may invite other persons to attend. Such persons must respect the confidential nature of the work of the Court.
- 4 The documents submitted to the Court, or drawn up by it or the Secretariat in the course of the Court's proceedings, are communicated only to the members of the Court, to the Secretariat and to persons authorized by the President to attend Court sessions.
- 5 The President or the Secretary General of the Court may authorize researchers undertaking work of an academic nature to acquaint themselves with awards and other documents of general interest, with the exception of memoranda, notes, statements and documents remitted by the parties within the framework of arbitration proceedings.
- 6 Such authorization shall not be given unless the beneficiary has undertaken to respect the confidential character of the documents made available and to refrain from publishing anything based upon information contained therein without having previously submitted the text for approval to the Secretary General of the Court.
- 7 The Secretariat will in each case submitted to arbitration under the Rules retain in the archives of the Court all awards, Terms of Reference and decisions of the Court, as well as copies of the pertinent correspondence of the Secretariat.

ICC ARBITRATION RULES
APPENDIX II - INTERNAL RULES OF
THE INTERNATIONAL COURT OF ARBITRATION

- 8 Any documents, communications or correspondence submitted by the parties or the arbitrators may be destroyed unless a party or an arbitrator requests in writing within a period fixed by the Secretariat the return of such documents, communications or correspondence. All related costs and expenses for the return of those documents shall be paid by such party or arbitrator.

ARTICLE 2

Participation of Members of the International Court of Arbitration in ICC Arbitration

- 1 The President and the members of the Secretariat of the Court may not act as arbitrators or as counsel in cases submitted to ICC Arbitration.
- 2 The Court shall not appoint Vice-Presidents or members of the Court as arbitrators. They may, however, be proposed for such duties by one or more of the parties, or pursuant to any other procedure agreed upon by the parties, subject to confirmation.
- 3 When the President, a Vice-President or a member of the Court or of the Secretariat is involved in any capacity whatsoever in proceedings pending before the Court, such person must inform the Secretary General of the Court upon becoming aware of such involvement.
- 4 Such person must be absent from the Court session whenever the matter is considered by the Court and shall not participate in the discussions or in the decisions of the Court.
- 5 Such person will not receive any material documentation or information pertaining to such proceedings.

ARTICLE 3**Relations Between the Members of the Court and the ICC National Committees and Groups**

- 1 By virtue of their capacity, the members of the Court are independent of the ICC National Committees and Groups which proposed them for appointment by the ICC World Council.
- 2 Furthermore, they must regard as confidential, vis-à-vis the said National Committees and Groups, any information concerning individual cases with which they have become acquainted in their capacity as members of the Court, except when they have been requested by the President of the Court, by a Vice-President of the Court authorized by the President of the Court, or by the Court's Secretary General to communicate specific information to their respective National Committees or Groups.

ARTICLE 4**Constitution, Quorum and Decision-Making**

- 1 The members of Committees, Special Committees and Single-member Committees are appointed by the President from among the Vice-Presidents or the other members of the Court. In the President's absence or otherwise where the President is unable to act, they are appointed by a Vice-President at the request of the Secretary General or the Deputy Secretary General of the Court.
- 2 Committees and Special Committees meet whenever convened by their president.
- 3 The President of the Court acts as the president of the Committee, the Special Committee and the plenary. A Vice-President of the Court may act as president of a Committee, Special Committee or the plenary (i) at the request of the President or (ii) in the President's absence or otherwise where the President is unable to act, at the request of the Secretary General or the Deputy Secretary General of the Court. In exceptional circumstances, another member of the Court may act as president of a Committee or Special Committee following the same procedure.

ICC ARBITRATION RULES
APPENDIX II - INTERNAL RULES OF
THE INTERNATIONAL COURT OF ARBITRATION

- 4 The President of the Court, a Vice-President and any Court member may act in, and convene, the Single-member Committee.
- 5 Decisions on the constitution of Committees, Special Committees and Single-member Committees are reported to the Court at one of its next sessions.
- 6 Deliberations shall be valid:
 - a) At the Committee, when at least two members are present.
 - b) At the Special Committee and plenary, when at least six members, and the President or designated Vice-President, are present.
- 7 Decisions at Committees are taken unanimously. When a Committee cannot reach a unanimous decision or deems it preferable to abstain, it transfers the case to a Special Committee, making any suggestions it deems appropriate.
- 8 Decisions at Special Committees and the plenary are taken by majority, the President or Vice-President, as the case may be, having a casting vote in the event of a tie.

ARTICLE 5

Communication of Reasons of Decisions

- 1 Upon request of any party, the Court will communicate the reasons for Articles 6(4), 10, 12(8), 12(9), 14 and 15(2).
- 2 Any request for the communications of reasons must be made in advance of the decision in respect of which reasons are sought. For decisions pursuant to Article 15(2), a party shall address its request to the Court when invited to comment pursuant to Article 15(3).
- 3 In exceptional circumstances, the Court may decide not to communicate the reasons for any of the above decisions.

ARTICLE 6

Court Secretariat

- 1 In the Secretary General's absence or otherwise at the Secretary General's request, the Deputy Secretary General and/or the General Counsel shall have the authority to refer matters to the Court, confirm arbitrators, certify true copies of awards, request the payment of a provisional advance and authorize the payment of advances in instalments, respectively provided for in Articles 6(3), 13(2), 35(2) and 37(1) of the Rules and Article 1(6) of Appendix III, as well as to take the measure provided for in Article 37(6).
- 2 The Secretariat may, with the approval of the Court, issue notes and other documents for the information of the parties and the arbitrators, or as necessary for the proper conduct of the arbitral proceedings.
- 3 Offices of the Secretariat may be established outside the headquarters of ICC. The Secretariat shall keep a list of offices designated by the Secretary General. Requests for Arbitration may be submitted to the Secretariat at any of its offices, and the Secretariat's functions under the Rules may be carried out from any of its offices, as instructed by the Secretary General, Deputy Secretary General or General Counsel.

ARTICLE 7

Scrutiny of Arbitral Awards

When the Court scrutinizes draft awards in accordance with Article 34 of the Rules, it considers, to the extent practicable, the requirements of mandatory law at the place of the arbitration.

ICC ARBITRATION RULES
APPENDIX III - ARBITRATION COSTS AND FEES

ARTICLE 1

Advance on Costs

- 1 Each request to commence an arbitration pursuant to the Rules must be accompanied by a filing fee of US\$ 5,000. Such payment is non-refundable and shall be credited to the claimant's portion of the advance on costs.
- 2 The provisional advance fixed by the Secretary General according to Article 37(1) of the Rules shall normally not exceed the amount obtained by adding together the ICC administrative expenses, the minimum of the fees (as set out in the scales hereinafter) based upon the amount of the claim and the expected reimbursable expenses of the arbitral tribunal incurred with respect to the drafting of the Terms of Reference or the holding of the case management conference. If such amount is not quantified, the provisional advance shall be fixed at the discretion of the Secretary General. Payment by the claimant shall be credited to its share of the advance on costs fixed by the Court.
- 3 In general, the arbitral tribunal shall, in accordance with Article 37(6) of the Rules, proceed only with respect to those claims or counterclaims in regard to which the whole of the advance on costs has been paid.
- 4 The advance on costs fixed by the Court according to Articles 37(2) or 37(4) of the Rules comprises the fees of the arbitrator or arbitrators (hereinafter referred to as "arbitrator"), any arbitration-related expenses of the arbitrator and the ICC administrative expenses.
- 5 Each party shall pay its share of the total advance on costs in cash. However, if a party's share of the advance on costs is greater than US\$ 500,000 (the "Threshold Amount"), such party may post a bank guarantee for any amount above the Threshold Amount. The Court may modify the Threshold Amount at any time at its discretion.
- 6 The Secretary General may authorize the payment of advances on costs, or any party's share thereof, in instalments, subject to such conditions as the Court thinks fit.

- 7 A party that has already paid in full its share of the advance on costs fixed by the Court may, in accordance with Article 37(5) of the Rules, pay the unpaid portion of the advance owed by the defaulting party by posting a bank guarantee.
- 8 When the Court has fixed separate advances on costs pursuant to Article 37(3) of the Rules, the Secretariat shall invite each party to pay the amount of the advance corresponding to its respective claim(s).
- 9 When, as a result of the fixing of separate advances on costs, the separate advance fixed for the claim of either party exceeds one half of such global advance as was previously fixed (in respect of the same claims and counterclaims that are the subject of separate advances), a bank guarantee may be posted to cover any such excess amount. In the event that the amount of the separate advance is subsequently increased, at least one half of the increase shall be paid in cash.
- 10 The Secretariat shall establish the terms governing all bank guarantees which the parties may post pursuant to the above provisions.
- 11 As provided in Article 37(5) of the Rules, the advance on costs may be subject to readjustment at any time during the arbitration, in particular to take into account fluctuations in the amount in dispute, changes in the amount of the estimated expenses of the arbitrator, or the evolving difficulty or complexity of arbitration proceedings.
- 12 Before any expertise ordered by the arbitral tribunal can be commenced, the parties, or one of them, shall pay an advance on costs fixed by the arbitral tribunal sufficient to cover the expected fees and expenses of the expert as determined by the arbitral tribunal. The arbitral tribunal shall be responsible for ensuring the payment by the parties of such fees and expenses.
- 13 The amounts paid as advances on costs do not yield interest for the parties or the arbitrator.

ICC ARBITRATION RULES
APPENDIX III - ARBITRATION COSTS AND FEES

ARTICLE 2

Costs and Fees

- 1 Subject to Article 38(2) of the Rules, the Court shall fix the fees of the arbitrator in accordance with the scales hereinafter set out or, where the amount in dispute is not stated, at its discretion.
- 2 In setting the arbitrator's fees, the Court shall take into consideration the diligence and efficiency of the arbitrator, the time spent, the rapidity of the proceedings, the complexity of the dispute and the timeliness of the submission of the draft award, so as to arrive at a figure within the limits specified or, in exceptional circumstances (Article 38(2) of the Rules), at a figure higher or lower than those limits.
- 3 When a case is submitted to more than one arbitrator, the Court, at its discretion, shall have the right to increase the total fees up to a maximum which shall normally not exceed three times the fees of one arbitrator.
- 4 The arbitrator's fees and expenses shall be fixed exclusively by the Court as required by the Rules. Separate fee arrangements between the parties and the arbitrator are contrary to the Rules.
- 5 The Court shall fix the ICC administrative expenses of each arbitration in accordance with the scales hereinafter set out or, where the amount in dispute is not stated, at its discretion. Where the parties have agreed upon additional services, or in exceptional circumstances, the Court may fix the ICC administrative expenses at a lower or higher figure than that which would result from the application of such scale, provided that such expenses shall normally not exceed the maximum amount of the scale.
- 6 At any time during the arbitration, the Court may fix as payable a portion of the ICC administrative expenses corresponding to services that have already been performed by the Court and the Secretariat.

- 7 The Court may require the payment of administrative expenses in addition to those provided in the scale of administrative expenses as a condition for holding an arbitration in abeyance at the request of the parties or of one of them with the acquiescence of the other.
- 8 If an arbitration terminates before the rendering of a final award, the Court shall fix the fees and expenses of the arbitrators and the ICC administrative expenses at its discretion, taking into account the stage attained by the arbitral proceedings and any other relevant circumstances.
- 9 Any amount paid by the parties as an advance on costs exceeding the costs of the arbitration fixed by the Court shall be reimbursed to the parties having regard to the amounts paid.
- 10 In the case of an application under Articles 36(2) or 36(3) of the Rules, or of a remission pursuant to Article 36(5) of the Rules, the Court may fix an advance to cover additional fees and expenses of the arbitral tribunal and additional ICC administrative expenses and may make the transmission of such application to the arbitral tribunal subject to the prior cash payment in full to ICC of such advance. The Court shall fix at its discretion the costs of the procedure following an application or a remission, which shall include any possible fees of the arbitrator and ICC administrative expenses, when approving the decision of the arbitral tribunal.
- 11 The Secretariat may require the payment of administrative expenses in addition to those provided in the scale of administrative expenses for any expenses arising in relation to a request pursuant to Article 35(5) of the Rules.
- 12 When an arbitration is preceded by proceedings under the ICC Mediation Rules, one half of the ICC administrative expenses paid for such proceedings shall be credited to the ICC administrative expenses of the arbitration.

ICC ARBITRATION RULES
APPENDIX III - ARBITRATION COSTS AND FEES

- 13 Amounts paid to the arbitrator do not include any possible value added tax (VAT) or other taxes or charges and imposts applicable to the arbitrator's fees. Parties have a duty to pay any such taxes or charges; however, the recovery of any such charges or taxes is a matter solely between the arbitrator and the parties.
- 14 ICC administrative expenses do not include VAT, taxes, imposts or any other charges of a similar nature. They may be increased by the amount of VAT, taxes, imposts or any charges of a similar nature at the prevailing rate. Parties have a duty to pay any such charges pursuant to invoices issued by ICC.

ARTICLE 3

Scales of Administrative Expenses and Arbitrator's Fees

- 1 The scales of administrative expenses and arbitrator's fees set forth below shall be effective as of 1 January 2017 in respect of all arbitrations commenced on or after such date, irrespective of the version of the Rules applying to such arbitrations.
- 2 To calculate the ICC administrative expenses and the arbitrator's fees, the amounts calculated for each successive tranche of the amount in dispute must be added together, except that where the amount in dispute is over US\$ 500 million, a flat amount of US\$ 150,000 shall constitute the entirety of the ICC administrative expenses.
- 3 The scales of administrative expenses and arbitrator's fees for the expedited procedure set forth below shall be effective as of 1 March 2017 in respect of all arbitrations commenced on or after such date, irrespective of the version of the Rules applying to such arbitrations. When parties have agreed to the expedited procedure pursuant to Article 30(2), subparagraph b), the scales for the expedited procedure will apply.
- 4 All amounts fixed by the Court or pursuant to any of the appendices to the Rules are payable in US\$ except where prohibited by law or decided otherwise by the Court, in which case ICC may apply a different scale and fee arrangement in another currency.

SCALES OF ADMINISTRATIVE EXPENSES AND ARBITRATOR'S FEES

B Arbitrator's Fees	
Amount in dispute (in US Dollars)	Fees**
	minimum
	maximum
up to 50,000	\$3,000
from 50,001 to 100,000	2.6500%
from 100,001 to 200,000	1.4310%
from 200,001 to 500,000	1.3670%
from 500,001 to 1,000,000	0.9540%
from 1,000,001 to 2,000,000	0.6890%
from 2,000,001 to 5,000,000	0.3750%
from 5,000,001 to 10,000,000	0.1280%
from 10,000,001 to 30,000,000	0.0640%
from 30,000,001 to 50,000,000	0.0590%
from 50,000,001 to 80,000,000	0.0330%
from 80,000,001 to 100,000,000	0.0210%
from 100,000,001 to 500,000,000	0.0110%
over 500,000,000	0.0100%

** For illustrative purposes only, the table on page 63 indicates the resulting range of fees in US\$, when the proper calculations have been made.

A Administrative Expenses	
Amount in dispute (in US Dollars)	Administrative expenses*
up to 50,000	\$5,000
from 50,001 to 100,000	1.53%
from 100,001 to 200,000	2.72%
from 200,001 to 500,000	2.25%
from 500,001 to 1,000,000	1.62%
from 1,000,001 to 2,000,000	0.788%
from 2,000,001 to 5,000,000	0.46%
from 5,000,001 to 10,000,000	0.25%
from 10,000,001 to 30,000,000	0.10%
from 30,000,001 to 50,000,000	0.09%
from 50,000,001 to 80,000,000	0.01%
from 80,000,001 to 500,000,000	0.0123%
over 500,000,000	\$150,000

* Amounts excluding VAT. For illustrative purposes only, the table on page 62 indicates the resulting administrative expenses in US\$, when the proper calculations have been made.

ICC ARBITRATION RULES
APPENDIX III - ARBITRATION COSTS AND FEES

**SCALES OF ADMINISTRATIVE EXPENSES AND
 ARBITRATOR'S FEES**

Amount in Dispute	A Administrative Expenses*
(in US Dollars)	(in US Dollars)
up to 50,000	5,000
from 50,001 to 100,000	5,000 + 1.53% of amt. over 50,000
from 100,001 to 200,000	5,765 + 2.72% of amt. over 100,000
from 200,001 to 500,000	8,485 + 2.25% of amt. over 200,000
from 500,001 to 1,000,000	15,235 + 1.62% of amt. over 500,000
from 1,000,001 to 2,000,000	23,335 + 0.788% of amt. over 1,000,000
from 2,000,001 to 5,000,000	31,215 + 0.46% of amt. over 2,000,000
from 5,000,001 to 10,000,000	45,015 + 0.25% of amt. over 5,000,000
from 10,000,001 to 30,000,000	57,515 + 0.10% of amt. over 10,000,000
from 30,000,001 to 50,000,000	77,515 + 0.09% of amt. over 30,000,000
from 50,000,001 to 80,000,000	95,515 + 0.01% of amt. over 50,000,000
from 80,000,001 to 500,000,000	98,515 + 0.0123% of amt. over 80,000,000
over 500,000,000	150,000

* Amounts excluding VAT. See page 61.

SCALES OF ADMINISTRATIVE EXPENSES AND ARBITRATOR'S FEES

Amount in Dispute (in US Dollars)	B Arbitrator's Fees** (in US Dollars)	
	Minimum	Maximum
up to 50,000	3,000	18.0200% of amount in dispute
from 50,001 to 100,000	3,000 + 2.6500% of amt. over 50,000	9,010 + 13.5680% of amt. over 50,000
from 100,001 to 200,000	4,325 + 1.4310% of amt. over 100,000	15,794 + 7.6850% of amt. over 100,000
from 200,001 to 500,000	5,756 + 1.3670% of amt. over 200,000	23,479 + 6.8370% of amt. over 200,000
from 500,001 to 1,000,000	9,857 + 0.9540% of amt. over 500,000	43,990 + 4.0280% of amt. over 500,000
from 1,000,001 to 2,000,000	14,627 + 0.6890% of amt. over 1,000,000	64,130 + 3.6040% of amt. over 1,000,000
from 2,000,001 to 5,000,000	21,517 + 0.3750% of amt. over 2,000,000	100,170 + 1.3910% of amt. over 2,000,000
from 5,000,001 to 10,000,000	32,767 + 0.1280% of amt. over 5,000,000	141,900 + 0.9100% of amt. over 5,000,000
from 10,000,001 to 30,000,000	39,167 + 0.0640% of amt. over 10,000,000	187,400 + 0.2410% of amt. over 10,000,000
from 30,000,001 to 50,000,000	51,967 + 0.0590% of amt. over 30,000,000	235,600 + 0.2280% of amt. over 30,000,000
from 50,000,001 to 80,000,000	63,767 + 0.0330% of amt. over 50,000,000	281,200 + 0.1570% of amt. over 50,000,000
from 80,000,001 to 100,000,000	73,667 + 0.0210% of amt. over 80,000,000	328,300 + 0.1150% of amt. over 80,000,000
from 100,000,001 to 500,000,000	77,867 + 0.0110% of amt. over 100,000,000	351,300 + 0.0580% of amt. over 100,000,000
over 500,000,000	121,867 + 0.0100% of amt. over 500,000,000	583,300 + 0.0400% of amt. over 500,000,000

** See page 61.

ICC ARBITRATION RULES
APPENDIX III - ARBITRATION COSTS AND FEES

SCALES OF ADMINISTRATIVE EXPENSES AND
ARBITRATOR'S FEES FOR THE EXPEDITED PROCEDURE

B Arbitrator's Fees

Amount in dispute (in US Dollars)	minimum	maximum
upto 50,000	\$2,400	14.4160%
from 50,001 to 100,000	2.1200%	10.8544%
from 100,001 to 200,000	1.1448%	6.1480%
from 200,001 to 500,000	1.0936%	5.4696%
from 500,001 to 1,000,000	0.7632%	3.2224%
from 1,000,001 to 2,000,000	0.5512%	2.8832%
from 2,000,001 to 5,000,000	0.3000%	1.1128%
from 5,000,001 to 10,000,000	0.1024%	0.7280%
from 10,000,001 to 30,000,000	0.0512%	0.1928%
from 30,000,001 to 50,000,000	0.0472%	0.1824%
from 50,000,001 to 80,000,000	0.0264%	0.1256%
from 80,000,001 to 100,000,000	0.0168%	0.0920%
from 100,000,001 to 500,000,000	0.0088%	0.0464%
over 500,000,000	0.0080%	0.0320%

** For illustrative purposes only, the table on page 66 indicates the resulting range of fees in US\$ when the proper calculations have been made.

A Administrative Expenses

Amount in dispute (in US Dollars)	Administrative expenses*
upto 50,000	\$5,000
from 50,001 to 100,000	1.53%
from 100,001 to 200,000	2.72%
from 200,001 to 500,000	2.25%
from 500,001 to 1,000,000	1.62%
from 1,000,001 to 2,000,000	0.788%
from 2,000,001 to 5,000,000	0.46%
from 5,000,001 to 10,000,000	0.25%
from 10,000,001 to 30,000,000	0.10%
from 30,000,001 to 50,000,000	0.09%
from 50,000,001 to 80,000,000	0.01%
from 80,000,001 to 500,000,000	0.0123%
over 500,000,000	\$150,000

* Amounts excluding VAT. For illustrative purposes only, the table on page 65 indicates the resulting administrative expenses in US\$ when the proper calculations have been made.

SCALES OF ADMINISTRATIVE EXPENSES AND
ARBITRATOR'S FEES FOR THE EXPEDITED PROCEDURE

Amount in Dispute (in US Dollars)	A Administrative Expenses* (in US Dollars)
up to 50,000	5,000
from 50,001 to 100,000	5,000 + 1.53% of amt. over 50,000
from 100,001 to 200,000	5,765 + 2.72% of amt. over 100,000
from 200,001 to 500,000	8,485 + 2.25% of amt. over 200,000
from 500,001 to 1,000,000	15,235 + 1.62% of amt. over 500,000
from 1,000,001 to 2,000,000	23,335 + 0.788% of amt. over 1,000,000
from 2,000,001 to 5,000,000	31,215 + 0.46% of amt. over 2,000,000
from 5,000,001 to 10,000,000	45,015 + 0.25% of amt. over 5,000,000
from 10,000,001 to 30,000,000	57,515 + 0.10% of amt. over 10,000,000
from 30,000,001 to 50,000,000	77,515 + 0.09% of amt. over 30,000,000
from 50,000,001 to 80,000,000	95,515 + 0.01% of amt. over 50,000,000
from 80,000,001 to 500,000,000	98,515 + 0.0123% of amt. over 80,000,000
over 500,000,000	150,000

* Amounts excluding VAT. See page 64.

ICC ARBITRATION RULES
APPENDIX III - ARBITRATION COSTS AND FEES

SCALES OF ADMINISTRATIVE EXPENSES AND
ARBITRATOR'S FEES FOR THE EXPEDITED PROCEDURE

Amount in Dispute (in US Dollars)	B Arbitrator's Fees** (in US Dollars)	
	Minimum	Maximum
up to 50,000	2,400	14,4160% of amount in dispute
from 50,001 to 100,000	2,400 + 2.1200% of amt. over 50,000	7,208 + 10.8544% of amt. over 50,000
from 100,001 to 200,000	3,460 + 1.1448% of amt. over 100,000	12,635 + 6.1480% of amt. over 100,000
from 200,001 to 500,000	4,605 + 1.0936% of amt. over 200,000	18,783 + 5.4696% of amt. over 200,000
from 500,001 to 1,000,000	7,886 + 0.7632% of amt. over 500,000	35,192 + 3.2224% of amt. over 500,000
from 1,000,001 to 2,000,000	11,702 + 0.5512% of amt. over 1,000,000	51,304 + 2.8832% of amt. over 1,000,000
from 2,000,001 to 5,000,000	17,214 + 0.3000% of amt. over 2,000,000	80,136 + 1.1128% of amt. over 2,000,000
from 5,000,001 to 10,000,000	26,214 + 0.1024% of amt. over 5,000,000	113,520 + 0.7280% of amt. over 5,000,000
from 10,000,001 to 30,000,000	31,334 + 0.0512% of amt. over 10,000,000	149,920 + 0.1928% of amt. over 10,000,000
from 30,000,001 to 50,000,000	41,574 + 0.0472% of amt. over 30,000,000	188,480 + 0.1824% of amt. over 30,000,000
from 50,000,001 to 80,000,000	51,014 + 0.0264% of amt. over 50,000,000	224,960 + 0.1256% of amt. over 50,000,000
from 80,000,001 to 100,000,000	58,934 + 0.0168% of amt. over 80,000,000	262,640 + 0.0920% of amt. over 80,000,000
from 100,000,001 to 500,000,000	62,294 + 0.0088% of amt. over 100,000,000	281,040 + 0.0464% of amt. over 100,000,000
over 500,000,000	97,494 + 0.0080% of amt. over 500,000,000	466,640 + 0.0320% of amt. over 500,000,000

** See page 64.

ICC ARBITRATION RULES
APPENDIX IV - CASE MANAGEMENT TECHNIQUES

The following are examples of case management techniques that can be used by the arbitral tribunal and the parties for controlling time and cost. Appropriate control of time and cost is important in all cases. In cases of low complexity and low value, it is particularly important to ensure that time and costs are proportionate to what is at stake in the dispute.

- a) Bifurcating the proceedings or rendering one or more partial awards on key issues, when doing so may genuinely be expected to result in a more efficient resolution of the case.
- b) Identifying issues that can be resolved by agreement between the parties or their experts.
- c) Identifying issues to be decided solely on the basis of documents rather than through oral evidence or legal argument at a hearing.
- d) Production of documentary evidence:
 - (i) requiring the parties to produce with their submissions the documents on which they rely;
 - (ii) avoiding requests for document production when appropriate in order to control time and cost;
 - (iii) in those cases where requests for document production are considered appropriate, limiting such requests to documents or categories of documents that are relevant and material to the outcome of the case;
 - (iv) establishing reasonable time limits for the production of documents;
 - (v) using a schedule of document production to facilitate the resolution of issues in relation to the production of documents.
- e) Limiting the length and scope of written submissions and written and oral witness evidence (both fact witnesses and experts) so as to avoid repetition and maintain a focus on key issues.
- f) Using telephone or video conferencing for procedural and other hearings where attendance in person is not essential and use of IT that enables online communication among the parties, the arbitral tribunal and the Secretariat of the Court.

ICC ARBITRATION RULES
APPENDIX IV - CASE MANAGEMENT TECHNIQUES

- g) Organizing a pre-hearing conference with the arbitral tribunal at which arrangements for a hearing can be discussed and agreed and the arbitral tribunal can indicate to the parties issues on which it would like the parties to focus at the hearing.
- h) Settlement of disputes:
 - (i) encouraging the parties to consider settlement of all or part of the dispute either by negotiation or through any form of amicable dispute resolution methods such as, for example, mediation under the ICC Mediation Rules;
 - (ii) where agreed between the parties and the arbitral tribunal, the arbitral tribunal may take steps to facilitate settlement of the dispute, provided that every effort is made to ensure that any subsequent award is enforceable at law.

Additional techniques are described in the ICC publication entitled "Controlling Time and Costs in Arbitration".

ICC ARBITRATION RULES
APPENDIX V - EMERGENCY ARBITRATOR RULES**ARTICLE 1**

Application for Emergency Measures

- 1 A party wishing to have recourse to an emergency arbitrator pursuant to Article 29 of the Rules of Arbitration of ICC (the "Rules") shall submit its Application for Emergency Measures (the "Application") to the Secretariat at any of the offices specified in the Internal Rules of the Court in Appendix II to the Rules.
- 2 The Application shall be supplied in a number of copies sufficient to provide one copy for each party, plus one for the emergency arbitrator, and one for the Secretariat where the party submitting the Application requests transmission thereof by delivery against receipt, registered post or courier.
- 3 The Application shall contain the following information:
 - a) the name in full, description, address and other contact details of each of the parties;
 - b) the name in full, address and other contact details of any person(s) representing the applicant;
 - c) a description of the circumstances giving rise to the Application and of the underlying dispute referred or to be referred to arbitration;
 - d) a statement of the Emergency Measures sought;
 - e) the reasons why the applicant needs urgent interim or conservatory measures that cannot await the constitution of an arbitral tribunal;
 - f) any relevant agreements and, in particular, the arbitration agreement;
 - g) any agreement as to the place of the arbitration, the applicable rules of law or the language of the arbitration;
 - h) proof of payment of the amount referred to in Article 7(1) of this Appendix; and
 - i) any Request for Arbitration and any other submissions in connection with the underlying dispute, which have been filed with the Secretariat by any of the parties to the emergency arbitrator proceedings prior to the making of the Application.

ICC ARBITRATION RULES
APPENDIX V - EMERGENCY ARBITRATOR RULES

The Application may contain such other documents or information as the applicant considers appropriate or as may contribute to the efficient examination of the Application.

- 4 The Application shall be drawn up in the language of the arbitration if agreed upon by the parties or, in the absence of any such agreement, in the language of the arbitration agreement.
- 5 If and to the extent that the President of the Court (the "President") considers, on the basis of the information contained in the Application, that the Emergency Arbitrator Provisions apply with reference to Article 29(5) and Article 29(6) of the Rules, the Secretariat shall transmit a copy of the Application and the documents annexed thereto to the responding party. If and to the extent that the President considers otherwise, the Secretariat shall inform the parties that the emergency arbitrator proceedings shall not take place with respect to some or all of the parties and shall transmit a copy of the Application to them for information.
- 6 The President shall terminate the emergency arbitrator proceedings if a Request for Arbitration has not been received by the Secretariat from the applicant within 10 days from the Secretariat's receipt of the Application, unless the emergency arbitrator determines that a longer period of time is necessary.

ARTICLE 2

**Appointment of the Emergency Arbitrator;
Transmission of the File**

- 1 The President shall appoint an emergency arbitrator within as short a time as possible, normally within two days from the Secretariat's receipt of the Application.
- 2 No emergency arbitrator shall be appointed after the file has been transmitted to the arbitral tribunal pursuant to Article 16 of the Rules. An emergency arbitrator appointed prior thereto shall retain the power to make an order within the time limit permitted by Article 6(4) of this Appendix.
- 3 Once the emergency arbitrator has been appointed, the Secretariat shall so notify the parties and shall transmit the file to the emergency arbitrator. Thereafter, all written communications from the parties shall be submitted directly to the emergency arbitrator with a copy to each other party and the Secretariat. A copy of any written communications from the emergency arbitrator to the parties shall be submitted to the Secretariat.
- 4 Every emergency arbitrator shall be and remain impartial and independent of the parties involved in the dispute.
- 5 Before being appointed, a prospective emergency arbitrator shall sign a statement of acceptance, availability, impartiality and independence. The Secretariat shall provide a copy of such statement to the parties.
- 6 An emergency arbitrator shall not act as an arbitrator in any arbitration relating to the dispute that gave rise to the Application.

ICC ARBITRATION RULES
APPENDIX V - EMERGENCY ARBITRATOR RULES

ARTICLE 3

Challenge of an Emergency Arbitrator

- 1 A challenge against the emergency arbitrator must be made within three days from receipt by the party making the challenge of the notification of the appointment or from the date when that party was informed of the facts and circumstances on which the challenge is based if such date is subsequent to the receipt of such notification.
- 2 The challenge shall be decided by the Court after the Secretariat has afforded an opportunity for the emergency arbitrator and the other party or parties to provide comments in writing within a suitable period of time.

ARTICLE 4

Place of the Emergency Arbitrator Proceedings

- 1 If the parties have agreed upon the place of the arbitration, such place shall be the place of the emergency arbitrator proceedings. In the absence of such agreement, the President shall fix the place of the emergency arbitrator proceedings, without prejudice to the determination of the place of the arbitration pursuant to Article 18(1) of the Rules.
- 2 Any meetings with the emergency arbitrator may be conducted through a meeting in person at any location the emergency arbitrator considers appropriate or by video conference, telephone or similar means of communication.

ARTICLE 5

Proceedings

- 1 The emergency arbitrator shall establish a procedural timetable for the emergency arbitrator proceedings within as short a time as possible, normally within two days from the transmission of the file to the emergency arbitrator pursuant to Article 2(3) of this Appendix.

- 2 The emergency arbitrator shall conduct the proceedings in the manner which the emergency arbitrator considers to be appropriate, taking into account the nature and the urgency of the Application. In all cases, the emergency arbitrator shall act fairly and impartially and ensure that each party has a reasonable opportunity to present its case.

ARTICLE 6

Order

- 1 Pursuant to Article 29(2) of the Rules, the emergency arbitrator's decision shall take the form of an order (the "Order").
- 2 In the Order, the emergency arbitrator shall determine whether the Application is admissible pursuant to Article 29(1) of the Rules and whether the emergency arbitrator has jurisdiction to order Emergency Measures.
- 3 The Order shall be made in writing and shall state the reasons upon which it is based. It shall be dated and signed by the emergency arbitrator.
- 4 The Order shall be made no later than 15 days from the date on which the file was transmitted to the emergency arbitrator pursuant to Article 2(3) of this Appendix. The President may extend the time limit pursuant to a reasoned request from the emergency arbitrator or on the President's own initiative if the President decides it is necessary to do so.
- 5 Within the time limit established pursuant to Article 6(4) of this Appendix, the emergency arbitrator shall send the Order to the parties, with a copy to the Secretariat, by any of the means of communication permitted by Article 3(2) of the Rules that the emergency arbitrator considers will ensure prompt receipt.
- 6 The Order shall cease to be binding on the parties upon:
 - a) the President's termination of the emergency arbitrator proceedings pursuant to Article 1(6) of this Appendix;

ICC ARBITRATION RULES
APPENDIX V - EMERGENCY ARBITRATOR RULES

- b) the acceptance by the Court of a challenge against the emergency arbitrator pursuant to Article 3 of this Appendix;
 - c) the arbitral tribunal's final award, unless the arbitral tribunal expressly decides otherwise; or
 - d) the withdrawal of all claims or the termination of the arbitration before the rendering of a final award.
- 7 The emergency arbitrator may make the Order subject to such conditions as the emergency arbitrator thinks fit, including requiring the provision of appropriate security.
- 8 Upon a reasoned request by a party made prior to the transmission of the file to the arbitral tribunal pursuant to Article 16 of the Rules, the emergency arbitrator may modify, terminate or annul the Order.

ARTICLE 7

Costs of the Emergency Arbitrator Proceedings

- 1 The applicant must pay an amount of US\$ 40,000, consisting of US\$ 10,000 for ICC administrative expenses and US\$ 30,000 for the emergency arbitrator's fees and expenses. Notwithstanding Article 1(5) of this Appendix, the Application shall not be notified until the payment of US\$ 40,000 is received by the Secretariat.
- 2 The President may, at any time during the emergency arbitrator proceedings, decide to increase the emergency arbitrator's fees or the ICC administrative expenses taking into account, *inter alia*, the nature of the case and the nature and amount of work performed by the emergency arbitrator, the Court, the President and the Secretariat. If the party which submitted the Application fails to pay the increased costs within the time limit fixed by the Secretariat, the Application shall be considered as withdrawn.
- 3 The emergency arbitrator's Order shall fix the costs of the emergency arbitrator proceedings and decide which of the parties shall bear them or in what proportion they shall be borne by the parties.

- 4 The costs of the emergency arbitrator proceedings include the ICC administrative expenses, the emergency arbitrator's fees and expenses and the reasonable legal and other costs incurred by the parties for the emergency arbitrator proceedings.
- 5 In the event that the emergency arbitrator proceedings do not take place pursuant to Article 1(5) of this Appendix or are otherwise terminated prior to the making of an Order, the President shall determine the amount to be reimbursed to the applicant, if any. An amount of US\$ 5,000 for ICC administrative expenses is non-refundable in all cases.

ARTICLE 8

General Rule

- 1 The President shall have the power to decide, at the President's discretion, all matters relating to the administration of the emergency arbitrator proceedings not expressly provided for in this Appendix.
- 2 In the President's absence or otherwise at the President's request, any of the Vice-Presidents of the Court shall have the power to take decisions on behalf of the President.
- 3 In all matters concerning emergency arbitrator proceedings not expressly provided for in this Appendix, the Court, the President and the emergency arbitrator shall act in the spirit of the Rules and this Appendix.

ICC ARBITRATION RULES
APPENDIX VI - EXPEDITED PROCEDURE RULES

ARTICLE 1

Application of the Expedited Procedure Rules

- 1 Insofar as Article 30 of the Rules of Arbitration of ICC (the "Rules") and this Appendix VI do not provide otherwise, the Rules shall apply to an arbitration under the Expedited Procedure Rules.
- 2 The amount referred to in Article 30(2), subparagraph a) of the Rules is:
 - a) US\$ 2,000,000 if the arbitration agreement under the Rules was concluded on or after 1 March 2017 and before 1 January 2021; or
 - b) US\$ 3,000,000 if the arbitration agreement under the Rules was concluded on or after 1 January 2021.
- 3 Upon receipt of the Answer to the Request pursuant to Article 5 of the Rules, or upon expiry of the time limit for the Answer or at any relevant time thereafter and subject to Article 30(3) of the Rules, the Secretariat will inform the parties that the Expedited Procedure Provisions shall apply in the case.
- 4 The Court may, at any time during the arbitral proceedings, on its own motion or upon the request of a party, and after consultation with the arbitral tribunal and the parties, decide that the Expedited Procedure Provisions shall no longer apply to the case. In such case, unless the Court considers that it is appropriate to replace and/or reconstitute the arbitral tribunal, the arbitral tribunal shall remain in place.

ARTICLE 2

Constitution of the Arbitral Tribunal

- 1 The Court may, notwithstanding any contrary provision of the arbitration agreement, appoint a sole arbitrator.
- 2 The parties may nominate the sole arbitrator within a time limit to be fixed by the Secretariat. In the absence of such nomination, the sole arbitrator shall be appointed by the Court within as short a time as possible.

ARTICLE 3

Proceedings

- 1 Article 23 of the Rules shall not apply to an arbitration under the Expedited Procedure Rules.
- 2 After the arbitral tribunal has been constituted, no party shall make new claims, unless it has been authorized to do so by the arbitral tribunal, which shall consider the nature of such new claims, the stage of the arbitration, any cost implications and any other relevant circumstances.
- 3 The case management conference convened pursuant to Article 24 of the Rules shall take place no later than 15 days from the date on which the file was transmitted to the arbitral tribunal. The Court may extend this time limit pursuant to a reasoned request from the arbitral tribunal or on its own initiative if it decides it is necessary to do so.
- 4 The arbitral tribunal shall have discretion to adopt such procedural measures as it considers appropriate. In particular, the arbitral tribunal may, after consultation with the parties, decide not to allow requests for document production or to limit the number, length and scope of written submissions and written witness evidence (both fact witnesses and experts).
- 5 The arbitral tribunal may, after consulting the parties, decide the dispute solely on the basis of the documents submitted by the parties, with no hearing and no examination of witnesses or experts.

ICC ARBITRATION RULES
APPENDIX VI - EXPEDITED PROCEDURE RULES

ARTICLE 4

Award

- 1 The time limit within which the arbitral tribunal must render its final award is six months from the date of the case management conference. The Court may extend the time limit pursuant to Article 31(2) of the Rules.
- 2 The fees of the arbitral tribunal shall be fixed according to the scales of administrative expenses and arbitrator's fees for the expedited procedure set out in Appendix III.

ARTICLE 5

General Rule

In all matters concerning the expedited procedure not expressly provided for in this Appendix, the Court and the arbitral tribunal shall act in the spirit of the Rules and this Appendix.

ARBITRATION CLAUSES

It is recommended that parties wishing to make reference to ICC Arbitration in their contracts use the standard clause below.

Standard ICC Arbitration Clause

All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

Parties are free to adapt the clause to their particular circumstances. For instance, they may wish to stipulate the number of arbitrators, given that the ICC Arbitration Rules contain a presumption in favour of a sole arbitrator. Also, it may be desirable for them to stipulate the place and language of the arbitration and the law applicable to the merits. The ICC Arbitration Rules do not limit the parties' free choice of the place and language of the arbitration or the law governing the contract.

When adapting the clause, care must be taken to avoid any risk of ambiguity. Unclear wording in the clause will cause uncertainty and delay and can hinder or even compromise the dispute resolution process.

Parties should also take account of any factors that may affect the enforceability of the clause under applicable law. These include any mandatory requirements that may exist at the place of arbitration and the expected place or places of enforcement.

ICC Arbitration Without Emergency Arbitrator

If the parties wish to exclude any recourse to the Emergency Arbitrator Provisions, they must expressly opt out by adding the following wording to the clause above:

The Emergency Arbitrator Provisions shall not apply.

ICC ARBITRATION CLAUSES

Expedited Arbitration

The ICC Arbitration Rules provide for use of an expedited procedure in lower-value cases. If parties wish to exclude the application of the Expedited Procedure Provisions, they must expressly opt out by adding the following wording to the clause above:

The Expedited Procedure Provisions shall not apply.

Parties wishing to avail themselves of the expedited procedure in higher-value cases should expressly opt in by adding the following wording to the clause above:

The parties agree, pursuant to Article 30(2)(b) of the Rules of Arbitration of the International Chamber of Commerce, that the Expedited Procedure Rules shall apply irrespective of the amount in dispute.

If parties wish the ceiling for the application of the Expedited Procedure Rules to be higher than that specified in those Rules, the following wording should be added to the clause above:

The parties agree, pursuant to Article 30(2)(b) of the Rules of Arbitration of the International Chamber of Commerce, that the Expedited Procedure Rules shall apply, provided the amount in dispute does not exceed US\$ [specify amount] at the time of the communication referred to in Article 1(3) of the Expedited Procedure Rules.

Standard ICC Arbitration Clause Without Publication of Awards

All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. No award or procedural order made in the arbitration shall be published.

Multi-Tiered Clauses

ICC Arbitration may be used as the forum for final determination of a dispute following an attempt at settlement by other means such as mediation. Parties wishing to include in their contracts a tiered dispute resolution clause combining ICC Arbitration with ICC Mediation should refer to the standard clauses relating to the ICC Mediation Rules (see pages 98-101).

Other combinations of services are also possible. For instance, arbitration may be used as a fallback to expertise or dispute boards. Also, parties who resort to ICC Arbitration may wish to provide for recourse to the ICC International Centre for ADR for the proposal of an expert if an expert opinion is required in the course of the arbitration.

Standard clauses for these and other combinations of services are available in several languages at <https://iccwbo.org/dispute-resolution-services/>.

MEDIATION RULES

Mediation Rules of the International
Chamber of Commerce

In force as from 1 January 2014

ICC MEDIATION RULES

ARTICLE 1

Introductory Provisions

- 1 The Mediation Rules (the “Rules”) of the International Chamber of Commerce (the “ICC”) are administered by the ICC International Centre for ADR (the “Centre”), which is a separate administrative body within the ICC.
- 2 The Rules provide for the appointment of a neutral third party (the “Mediator”) to assist the parties in settling their dispute.
- 3 Mediation shall be used under the Rules unless, prior to the confirmation or appointment of the Mediator or with the agreement of the Mediator, the parties agree upon a different settlement procedure or a combination of settlement procedures. The term “mediation” as used in the Rules shall be deemed to cover such settlement procedure or procedures and the term “Mediator” shall be deemed to cover the neutral who conducts such settlement procedure or procedures. Whatever settlement procedure is used, the term “Proceedings” as used in the Rules refers to the process beginning with its commencement and ending with its termination pursuant to the Rules.
- 4 All of the parties may agree to modify any of the provisions of the Rules, provided, however, that the Centre may decide not to administer the Proceedings if, in its discretion, it considers that any such modification is not in the spirit of the Rules. At any time after the confirmation or appointment of the Mediator, any agreement to modify the provisions of the Rules shall also be subject to the approval of the Mediator.
- 5 The Centre is the only body authorized to administer Proceedings under the Rules.

ARTICLE 2

Commencement Where there is an Agreement to Refer to the Rules

- 1 Where there is an agreement between the parties to refer their dispute to the Rules, any party or parties wishing to commence mediation pursuant to the Rules shall file a written Request for Mediation (the “Request”) with the Centre. The Request shall include:
 - a) the names, addresses, telephone numbers, email addresses and any other contact details of the parties to the dispute and of any person(s) representing the parties in the Proceedings;
 - b) a description of the dispute including, if possible, an assessment of its value;
 - c) any agreement to use a settlement procedure other than mediation, or, in the absence thereof, any proposal for such other settlement procedure that the party filing the Request may wish to make;
 - d) any agreement as to time limits for conducting the mediation, or, in the absence thereof, any proposal with respect thereto;
 - e) any agreement as to the language(s) of the mediation, or, in the absence thereof, any proposal as to such language(s);
 - f) any agreement as to the location of any physical meetings, or, in the absence thereof, any proposal as to such location;
 - g) any joint nomination by all of the parties of a Mediator or any agreement of all of the parties as to the attributes of a Mediator to be appointed by the Centre where no joint nomination has been made, or, in the absence of any such agreement, any proposal as to the attributes of a Mediator;
 - h) a copy of any written agreement under which the Request is made.

ICC MEDIATION RULES

- 2 Together with the Request, the party or parties filing the Request shall pay the filing fee required by the Appendix hereto in force on the date the Request is filed.
- 3 The party or parties filing the Request shall simultaneously send a copy of the Request to all other parties, unless the Request has been filed jointly by all parties.
- 4 The Centre shall acknowledge receipt of the Request and of the filing fee in writing to the parties.
- 5 Where there is an agreement to refer to the Rules, the date on which the Request is received by the Centre shall, for all purposes, be deemed to be the date of the commencement of the Proceedings.
- 6 Where the parties have agreed that a time limit for settling the dispute pursuant to the Rules shall start running from the filing of a Request, such filing, for the exclusive purpose of determining the starting point of the time limit, shall be deemed to have been made on the date the Centre acknowledges receipt of the Request or of the filing fee, whichever is later.

ARTICLE 3

Commencement Where there is No Prior Agreement to Refer to the Rules

- 1 In the absence of an agreement of the parties to refer their dispute to the Rules, any party that wishes to propose referring the dispute to the Rules to another party may do so by sending a written Request to the Centre containing the information specified in Article 2(1), subparagraphs a)-g). Upon receipt of such Request, the Centre will inform all other parties of the proposal and may assist the parties in considering the proposal.
- 2 Together with the Request, the party or parties filing the Request shall pay the filing fee required by the Appendix hereto in force on the date the Request is filed.

- 3 Where the parties reach an agreement to refer their dispute to the Rules, the Proceedings shall commence on the date on which the Centre sends written confirmation to the parties that such an agreement has been reached.
- 4 Where the parties do not reach an agreement to refer their dispute to the Rules within 15 days from the date of the receipt of the Request by the Centre or within such additional time as may be reasonably determined by the Centre, the Proceedings shall not commence.

ARTICLE 4

Place and Language(s) of the Mediation

- 1 In the absence of an agreement of the parties, the Centre may determine the location of any physical meeting of the Mediator and the parties or may invite the Mediator to do so after the Mediator has been confirmed or appointed.
- 2 In the absence of an agreement of the parties, the Centre may determine the language(s) in which the mediation shall be conducted or may invite the Mediator to do so after the Mediator has been confirmed or appointed.

ARTICLE 5

Selection of the Mediator

- 1 The parties may jointly nominate a Mediator for confirmation by the Centre.
- 2 In the absence of a joint nomination of a Mediator by the parties, the Centre shall, after consulting the parties, either appoint a Mediator or propose a list of Mediators to the parties. All of the parties may jointly nominate a Mediator from the said list for confirmation by the Centre, failing which the Centre shall appoint a Mediator.

ICC MEDIATION RULES

- 3 Before appointment or confirmation, a prospective Mediator shall sign a statement of acceptance, availability, impartiality and independence. The prospective Mediator shall disclose in writing to the Centre any facts or circumstances which might be of such a nature as to call into question the Mediator's independence in the eyes of the parties, as well as any circumstances that could give rise to reasonable doubts as to the Mediator's impartiality. The Centre shall provide such information to the parties in writing and shall fix a time limit for any comments from them.
- 4 When confirming or appointing a Mediator, the Centre shall consider the prospective Mediator's attributes, including but not limited to nationality, language skills, training, qualifications and experience, and the prospective Mediator's availability and ability to conduct the mediation in accordance with the Rules.
- 5 Where the Centre appoints a Mediator, it shall do so either on the basis of a proposal by an ICC National Committee or Group, or otherwise. The Centre shall make all reasonable efforts to appoint a Mediator having the attributes, if any, which have been agreed upon by all of the parties. If any party objects to the Mediator appointed by the Centre and notifies the Centre and all other parties in writing, stating the reasons for such objection, within 15 days of receipt of notification of the appointment, the Centre shall appoint another Mediator.
- 6 Upon agreement of all of the parties, the parties may nominate more than one Mediator or request the Centre to appoint more than one Mediator, in accordance with the provisions of the Rules. In appropriate circumstances, the Centre may propose to the parties that there be more than one Mediator.

ARTICLE 6

Fees and Costs

- 1 The party or parties filing a Request shall include with the Request the non-refundable filing fee required by Article 2(2) or Article 3(2) of the Rules, as set out in the Appendix hereto. No Request shall be processed unless accompanied by the filing fee.
- 2 Following the receipt of a Request pursuant to Article 3, the Centre may request that the party filing the Request pay a deposit to cover the administrative expenses of the Centre.
- 3 Following the commencement of the Proceedings, the Centre shall request the parties to pay one or more deposits to cover the administrative expenses of the Centre and the fees and expenses of the Mediator, as set out in the Appendix hereto.
- 4 The Centre may stay or terminate the Proceedings under the Rules if any requested deposit is not paid.
- 5 Upon termination of the Proceedings, the Centre shall fix the total costs of the Proceedings and shall, as the case may be, reimburse the parties for any excess payment or bill the parties for any balance required pursuant to the Rules.
- 6 With respect to Proceedings that have commenced under the Rules, all deposits requested and costs fixed shall be borne in equal shares by the parties, unless they agree otherwise in writing. However, any party shall be free to pay the unpaid balance of such deposits and costs should another party fail to pay its share.
- 7 A party's other expenditure shall remain the responsibility of that party, unless otherwise agreed by the parties.

ICC MEDIATION RULES

ARTICLE 7

Conduct of the Mediation

- 1 The Mediator and the parties shall promptly discuss the manner in which the mediation shall be conducted.
- 2 After such discussion, the Mediator shall promptly provide the parties with a written note informing them of the manner in which the mediation shall be conducted. Each party, by agreeing to refer a dispute to the Rules, agrees to participate in the Proceedings at least until receipt of such note from the Mediator or earlier termination of the Proceedings pursuant to Article 8(1) of the Rules.
- 3 In establishing and conducting the mediation, the Mediator shall be guided by the wishes of the parties and shall treat them with fairness and impartiality.
- 4 Each party shall act in good faith throughout the mediation.

ARTICLE 8

Termination of the Proceedings

- 1 Proceedings which have been commenced pursuant to the Rules shall terminate upon written confirmation of termination by the Centre to the parties after the occurrence of the earliest of:
 - a) the signing by the parties of a settlement agreement;
 - b) the notification in writing made to the Mediator by any party, at any time after it has received the Mediator's note referred to in Article 7(2), that such party has decided no longer to pursue the mediation;
 - c) the notification in writing by the Mediator to the parties that the mediation has been completed;
 - d) the notification in writing by the Mediator to the parties that, in the Mediator's opinion, the mediation will not resolve the dispute between the parties;

- e) the notification in writing by the Centre to the parties that any time limit set for the Proceedings, including any extension thereof, has expired;
 - f) the notification in writing by the Centre to the parties, not less than seven days after the due date for any payment by one or more parties pursuant to the Rules, that such payment has not been made; or
 - g) the notification in writing by the Centre to the parties that, in the judgment of the Centre, there has been a failure to nominate a Mediator or that it has not been reasonably possible to appoint a Mediator.
- 2 The Mediator shall promptly notify the Centre of the signing of a settlement agreement by the parties or of any notification given to or by the Mediator pursuant to Article 8(1), subparagraphs b)-d), and shall provide the Centre with a copy of any such notification.

ARTICLE 9

Confidentiality

- 1 In the absence of any agreement of the parties to the contrary and unless prohibited by applicable law:
- a) the Proceedings, but not the fact that they are taking place, have taken place or will take place, are private and confidential;
 - b) any settlement agreement between the parties shall be kept confidential, except that a party shall have the right to disclose it to the extent that such disclosure is required by applicable law or necessary for purposes of its implementation or enforcement.

ICC MEDIATION RULES

- 2 Unless required to do so by applicable law and in the absence of any agreement of the parties to the contrary, a party shall not in any manner produce as evidence in any judicial, arbitral or similar proceedings:
 - a) any documents, statements or communications which are submitted by another party or by the Mediator in or for the Proceedings, unless they can be obtained independently by the party seeking to produce them in the judicial, arbitral or similar proceedings;
 - b) any views expressed or suggestions made by any party within the Proceedings with regard to the dispute or the possible settlement of the dispute;
 - c) any admissions made by another party within the Proceedings;
 - d) any views or proposals put forward by the Mediator within the Proceedings; or
 - e) the fact that any party indicated within the Proceedings that it was ready to accept a proposal for a settlement.

ARTICLE 10

General Provisions

- 1 Where, prior to the date of the entry into force of the Rules, the parties have agreed to refer their dispute to the ICC ADR Rules, they shall be deemed to have referred their dispute to the ICC Mediation Rules, unless any of the parties objects thereto, in which case the ICC ADR Rules shall apply.
- 2 Unless all of the parties have agreed otherwise in writing or unless prohibited by applicable law, the parties may commence or continue any judicial, arbitral or similar proceedings in respect of the dispute, notwithstanding the Proceedings under the Rules.

- 3 Unless all of the parties agree otherwise in writing, a Mediator shall not act nor shall have acted in any judicial, arbitral or similar proceedings relating to the dispute which is or was the subject of the Proceedings under the Rules, whether as a judge, an arbitrator, an expert or a representative or advisor of a party.
- 4 Unless required by applicable law or unless all of the parties and the Mediator agree otherwise in writing, the Mediator shall not give testimony in any judicial, arbitral or similar proceedings concerning any aspect of the Proceedings under the Rules.
- 5 The Mediator, the Centre, the ICC and its employees, the ICC National Committees and Groups and their employees and representatives shall not be liable to any person for any act or omission in connection with the Proceedings, except to the extent such limitation of liability is prohibited by applicable law.
- 6 In all matters not expressly provided for in the Rules, the Centre and the Mediator shall act in the spirit of the Rules.

ICC MEDIATION RULES
APPENDIX - FEES AND COSTS

ARTICLE 1

Filing Fee

Each Request pursuant to the Rules must be accompanied by a filing fee of US\$ 3,000. The filing fee is non-refundable and shall be credited towards the deposit of the party or parties having filed the Request.

ARTICLE 2

Administrative Expenses

- 1 The administrative expenses of the ICC for the proceedings shall be fixed at the Centre's discretion depending on the tasks carried out by the Centre and shall normally not exceed the following:

US\$ 5,000	for amounts in dispute up to and including US\$ 200,000
US\$ 10,000	for amounts in dispute between US\$200,001 and US\$ 2,000,000
US\$ 15,000	for amounts in dispute between US\$ 2,000,001 and US\$ 10,000,000
US\$ 20,000	for amounts in dispute between US\$ 10,000,001 and US\$ 50,000,000
US\$ 25,000	for amounts in dispute between US\$ 50,000,001 and US\$ 100,000,000
US\$ 30,000	for amounts in dispute over US\$ 100,000,000

- 2 Where the amount in dispute is not stated, the administrative expenses may be fixed by the Centre at its discretion, taking into account all the circumstances of the case, including indications regarding the value of the dispute, but they shall normally not exceed US\$ 20,000.

- 3 In exceptional circumstances, the Centre may fix the administrative expenses at a higher figure than that which would result from the application of the above scale, provided that the Centre shall inform the parties of such possibility beforehand and shall normally not exceed the maximum amount for administrative expenses foreseen in the scale.
- 4 The Centre may require the payment of administrative expenses in addition to those provided in the scale described in Article 2(1) of this Appendix as a condition for holding the proceedings in abeyance at the request of the parties or of one of them with the acquiescence of the other. Such abeyance fee shall normally not exceed US\$ 1,000 per party per year.

ARTICLE 3

Mediator's Fees and Expenses

- 1 Unless otherwise agreed by the parties and the Mediator, the fees of the Mediator shall be calculated on the basis of the time reasonably spent by the Mediator in the proceedings. These fees shall be based on an hourly rate fixed by the Centre when appointing or confirming the Mediator and after having consulted the Mediator and the parties. The hourly rate shall be reasonable in amount and shall be determined in light of the complexity of the dispute and any other relevant circumstances.
- 2 If agreed by the parties and the Mediator, the Centre may fix the Mediator's fees on the basis of a single fixed fee for the whole proceedings, rather than an hourly rate. The single fixed fee shall be reasonable in amount and shall be determined in light of the complexity of the dispute, the amount of work that the parties and the Mediator anticipate will be required of the Mediator, and any other relevant circumstances. The Centre, at its discretion, may increase or decrease the amount of the single fixed fee based upon a reasoned request of a party or the Mediator. Prior to increasing or decreasing the single fixed fee, the Centre shall invite observations from all parties and the Mediator.

ICC MEDIATION RULES
APPENDIX - FEES AND COSTS

- 3 The amount of reasonable expenses of the Mediator shall be fixed by the Centre.
- 4 The Mediator's fees and expenses shall be fixed exclusively by the Centre as required by the Rules. Separate fee arrangements between the parties and the Mediator are not permitted by the Rules.

ARTICLE 4

Prior ICC Arbitration

When a mediation is preceded by the submission of a request for arbitration pursuant to the ICC Rules of Arbitration concerning the same parties and the same or parts of the same dispute, the filing fee paid for such arbitration proceedings shall be credited to the administrative expenses of the mediation, if the total administrative expenses paid with respect to the arbitration exceed US\$ 7,500.

ARTICLE 5

Currency, VAT and Scope

- 1 All amounts fixed by the Centre or pursuant to any Appendix to the Rules are payable in US\$ except where prohibited by law, in which case the ICC may apply a different scale and fee arrangement in another currency.
- 2 Amounts paid to the Mediator do not include any possible value added tax (VAT) or other taxes or charges and imposts applicable to the Mediator's fees. Parties have a duty to pay any such taxes or charges; however, the recovery of any such taxes or charges is a matter solely between the Mediator and the parties.
- 3 Any ICC administrative expenses may be subject to value added tax (VAT) or charges of a similar nature at the prevailing rate.
- 4 The above provisions on the costs of proceedings shall be effective as of 1 January 2018 in respect of all proceedings commenced on or after such date under the present Rules or the ICC ADR Rules.

ARTICLE 6

ICC as Appointing Authority

Any request received for an authority of the ICC to appoint a Mediator will be treated in accordance with the ICC Rules for the Appointment of Experts and Neutrals and shall be accompanied by a non-refundable filing fee of US\$ 3,000 per Mediator. No request shall be processed unless accompanied by the said filing fee. For additional services, the ICC may at its discretion fix ICC administrative expenses, which shall be commensurate with the services provided and shall normally not exceed the maximum amount of US\$ 10,000.

MEDIATION CLAUSES

Parties wishing to use proceedings under the ICC Mediation Rules should consider choosing one of the clauses below, which cover different situations and needs. Parties are free to adapt the chosen clause to their particular circumstances. For instance, they may wish to specify the use of a settlement procedure other than mediation. Further, they may wish to stipulate the language and place of any mediation and/or arbitration proceedings.

The notes below each clause are intended to help parties select the clause that best meets their specific requirements.

At all times, care must be taken to avoid any risk of ambiguity in the drafting of the clause. Unclear wording causes uncertainty and delay and can hinder or even compromise the dispute resolution process.

When incorporating any of these clauses in their contracts, parties are advised to take account of any factors that may affect their enforceability under applicable law.

Clause A: Option to Use the ICC Mediation Rules

The parties may at any time, without prejudice to any other proceedings, seek to settle any dispute arising out of or in connection with the present contract in accordance with the ICC Mediation Rules.

Notes: By including this clause, the parties acknowledge that proceedings under the ICC Mediation Rules are available to them at any time. This clause does not commit the parties to do anything, but the presence of the clause is designed to remind them of the possibility of using mediation or some other settlement procedure at any time. In addition, it can provide a basis for one party to propose mediation to the other party. One or more parties may also ask the ICC International Centre for ADR for its assistance in this process.

Clause B: Obligation to Consider the ICC Mediation Rules

In the event of any dispute arising out of or in connection with the present contract, the parties agree in the first instance to discuss and consider referring the dispute to the ICC Mediation Rules.

Notes: This clause goes a step further than Clause A and requires the parties, when a dispute arises, to discuss and consider together referring the dispute to proceedings under the ICC Mediation Rules. One or more parties may ask the ICC International Centre for ADR for its assistance in this process.

This clause may be appropriate where the parties do not wish to commit to referring a dispute to proceedings under the Rules at the outset but prefer to retain flexibility as to whether to use mediation to try and settle a dispute.

Clause C: Obligation to Refer Dispute to the ICC Mediation Rules While Permitting Parallel Arbitration Proceedings if Required

(x) In the event of any dispute arising out of or in connection with the present contract, the parties shall first refer the dispute to proceedings under the ICC Mediation Rules. The commencement of proceedings under the ICC Mediation Rules shall not prevent any party from commencing arbitration in accordance with sub-clause y below.

(y) All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

Notes: This clause creates an obligation to refer a dispute to proceedings under the ICC Mediation Rules. It is designed to ensure that when a dispute arises, the parties will attempt to settle the dispute using proceedings under the Rules.

The clause also makes it clear that the parties do not need to conclude the proceedings under the ICC Mediation Rules, or wait for an agreed period of time, before commencing arbitration proceedings. This is also the default position under Article 10(2) of the Rules.

ICC MEDIATION CLAUSES

The clause provides for ICC Arbitration as the forum for final determination of the dispute. If desired, the clause can be adapted to provide instead for a different form of arbitration, or for judicial or other similar proceedings.

Clause D: Obligation to Refer Dispute to the ICC Mediation Rules, Followed by Arbitration if Required

In the event of any dispute arising out of or in connection with the present contract, the parties shall first refer the dispute to proceedings under the ICC Mediation Rules. If the dispute has not been settled pursuant to the said Rules within [45] days following the filing of a Request for Mediation or within such other period as the parties may agree in writing, such dispute shall thereafter be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration.

Notes: Like Clause C, this clause creates an obligation to refer a dispute to proceedings under the ICC Mediation Rules.

Unlike Clause C, this clause provides that arbitration proceedings may not be commenced until an agreed period has elapsed following the filing of a Request for Mediation. The lapse of time suggested in the model clause is 45 days, but parties should select a period that they consider to be appropriate for the contract in question.

Clause D changes the default position under Article 10(2) of the ICC Mediation Rules allowing judicial, arbitral or similar proceedings to be commenced in parallel with proceedings under the ICC Mediation Rules.

Like Clause C, Clause D provides for ICC Arbitration as the forum for final determination of the dispute. If desired, the clause can be adapted to provide instead for a different form of arbitration, or for judicial or other similar proceedings.

Specific Issues Concerning the Emergency Arbitrator Provisions

The parties should determine whether they wish to have recourse to the Emergency Arbitrator Provisions under Clauses C and D.

Clauses C and D

If the parties wish to exclude any recourse to the Emergency Arbitrator Provisions, the following wording should be added to Clause C or D as applicable:

The Emergency Arbitrator Provisions shall not apply.

Clause D

- 1 If the parties wish to have recourse to the Emergency Arbitrator Provisions, and want that recourse expressly to be available prior to expiry of the 45-day or other agreed period following filing of the Request for Mediation, the following wording should be added to Clause D:

The requirement to wait [45] days, or any other agreed period, following the filing of a Request for Mediation, before referring a dispute to arbitration shall not prevent the parties from making an application, prior to expiry of those [45] days or other agreed period, for Emergency Measures under the Emergency Arbitrator Provisions in the Rules of Arbitration of the International Chamber of Commerce.

- 2 If the parties wish to have recourse to the Emergency Arbitrator Provisions, but only after expiry of the 45-day or other agreed period following filing of the Request for Mediation, the following wording should be added to Clause D:

The parties shall not have the right to make an application for Emergency Measures under the Emergency Arbitrator Provisions in the Rules of Arbitration of the International Chamber of Commerce prior to expiry of the [45] days or other agreed period following the filing of a Request for Mediation.

For further information on drafting clauses providing for ICC Arbitration, see pages 79-81 above.

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Exhibit B



20 December 2023 /mgl - lbo - fjt

28309/FJT

MARELLI EUROPE S.P.A. (Italy) vs/ FIRST BRANDS GROUP, LLC (U.S.A.)

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By ICC Case Connect and by email

Dear Mesdames and Sirs,

Further to the Secretariat's correspondence to MARELLI EUROPE S.P.A ("Claimant") dated 19 December 2023, we notify the Request for Arbitration ("Request") to FIRST BRANDS GROUP, LLC ("Respondent").

Notification of a Request for Arbitration

The Secretariat notifies Respondent that, on 15 December 2023, it received the Request from Claimant represented by JONES DAY naming it as Respondent. Pursuant to Article 4(2) of the ICC Rules of Arbitration ("Rules") in force as of 1 January 2021, this arbitration commenced on 15 December 2023.

In all future correspondence, any capitalised term not otherwise defined will have the meaning ascribed to it in the Rules and references to Articles of the Rules generally will appear as: "(Article ***)".

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28309/FJT

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The Rules include the Expedited Procedure Provisions (“Provisions”) (Article 30 and Appendix VI) which apply if the amount in dispute does not exceed the amounts referred to under Article 1(2) of Appendix VI, subject to the conditions set forth in Article 30(3). The parties can also agree on the application of these Provisions in all other cases.

We enclose for Respondent a copy of the Request and the documents annexed thereto (Article 4(5)).

The caption and reference of this arbitration are as follows:

28309/FJT

MARELLI EUROPE S.P.A. (Italy) vs/ FIRST BRANDS GROUP, LLC (U.S.A.).

Please include the reference **28309/FJT** in all future correspondence.

ICC Case Connect

Your arbitration proceedings benefit from the International Court of Arbitration of the International Chamber of Commerce’s Dispute Resolution Services case management digital platform. More information about ICC Case Connect is available at www.iccwbo.org/icc-case-connect.

Throughout your arbitration proceedings, you will benefit from a dedicated case space to facilitate communications and document-sharing. Parties and arbitral tribunals are encouraged to make use of this centralised case environment, although they remain free to determine the extent to which they do so. ICC Case Connect will constitute the Secretariat’s principal means of communication throughout the proceedings (Article 3(2)), therefore case users should envisage that some interaction with the platform will be necessary.

Following the present notification of the Request by email, all persons indicated by Claimant as representing Respondent will receive an ICC Case Connect platform notification inviting them to access their dedicated case space.

You are encouraged to connect to ICC Case Connect promptly. You are encouraged to submit the Answer, or any request for an extension of time to submit the Answer, directly via ICC Case Connect within the time limit provided for under the Rules.

Contact your case management team and the dedicated ICC Case Connect helpdesk (caseconnect@iccwbo.org) for assistance and technical support. Once you have received the email notification inviting you to access your case space, you will be able to explore [ICC Case Connect](#).

Answer to the Request

Respondent's Answer to the Request ("Answer") is due within **30 days** (Article 5(1)).

As indicated above, we invite Respondent to submit the Answer together with any exhibits via ICC Case Connect.

Pursuant to Article 5(3), where Respondent requests transmission of the Answer by delivery against receipt, registered post or courier, Respondent must submit a sufficient number of copies for each other party.

Respondent may apply for an extension of time for submitting the Answer by nominating a co-arbitrator (Article 5(2)). Such information will enable the International Court of Arbitration of the International Chamber of Commerce ("Court") to take steps towards the constitution of the arbitral tribunal.

If any of the parties refuses or fails to take part in the arbitration or any stage thereof, the arbitration will proceed notwithstanding such refusal or failure (Article 6(8)).

Joinder of Additional Parties

No additional party may be joined to this arbitration after the confirmation or appointment of any arbitrator, unless all parties including the additional party otherwise agree (Article 7(1)). Therefore, if Respondent intends to join an additional party and seek an extension of time for submitting the Answer, please inform us in your application for such extension.

Funding of Claims or Defences

In order to assist prospective arbitrators in complying with their duties, parties must promptly inform the Secretariat, the arbitral tribunal and the other parties of the existence and identity of any non-party which has entered into an arrangement for the funding of claims or defences and under which it has an economic interest in the outcome of the arbitration (Article 11(7)).

Constitution of the Arbitral Tribunal

The arbitration agreement provides for three arbitrators. Claimant nominated Mr Andrea Guaccero as co-arbitrator. We will invite the prospective arbitrator to complete a Statement of Acceptance, Availability, Impartiality and Independence, which we will send to all parties.

Pursuant to the arbitration agreement, each of the arbitrators shall be "(x) *an experienced arbitrator of disputes arising out of large, complex, cross-border commercial transactions;* (y) *an Italian qualified lawyer who is fluent in English;* and (z) *unaffiliated, and without prior or current financial alliances or affiliations, with either Party*".

We invite Respondent to nominate a co-arbitrator “*within 10 Business Days of the notice commencing the arbitration proceedings*”, namely by **8 January 2023**. Failing nomination within 10 business days, the Court will appoint a co-arbitrator on its behalf, pursuant to the arbitration agreement.

According to the arbitration agreement, the co-arbitrators will nominate the president. The co-arbitrators will have **10 business days** from their confirmation or appointment to nominate the president, unless another time limit is agreed upon by the parties or fixed by the Court (Article 12(5)).

Finally, when selecting arbitrators, parties are encouraged to consider diversity, broadly defined, including but not limited to racial, ethnic, cultural, generational, and gender diversity.

Place of Arbitration

The arbitration agreement provides for Milan, Italy as place of arbitration.

Language of Arbitration

The arbitration agreement provides for English as language of arbitration.

Modified Time Limits

The arbitration agreement provides, in relevant part, as follows:

*“The panel of arbitrators will be composed of three members to be appointed as follows: each Party will appoint one arbitrator; the two arbitrators so appointed by the Parties will then appoint a third arbitrator who shall chair the panel, provided however that, should such two arbitrators fail to agree on the designation of the third arbitrator within 10 Business Days of the acceptance of the appointment by the latter of such two arbitrators, or should a Party fail to appoint its own arbitrator within 10 Business Days of the notice commencing the arbitration proceedings, then such appointments will be made by the ICC Court of Arbitration (the “**ICC Court**”) at the request of either Party. Each of the arbitrators appointed pursuant to this Section 10.8(b) shall be (x) an experienced arbitrator of disputes arising out of large, complex, cross-border commercial transactions; (y) an Italian qualified lawyer who is fluent in English; and (z) unaffiliated, and without prior or current financial alliances or affiliations, with either Party.”*

Provisional Advance

The Secretary General fixed a provisional advance of US\$ 115 000 to cover the costs of arbitration until the Terms of Reference are established (Article 37(1)), based on an amount in dispute partially quantified at US\$ 16 955 915 (*i.e.*, EUR 15 500 000) and three arbitrators.

We enclose a table on the financial aspect of this arbitration (“Financial Table”) and a Payment Request for Claimant that indicates the amount to be paid and when such payment is due.

Neither the Court nor the Secretary General will take any decisions until we receive such payment.

VAT payable on ICC Administrative Expenses

As of 1 January 2021, and to the extent that value added tax (“VAT”) is applicable, ICC administrative expenses will be subject to VAT. Accordingly, ICC administrative expenses may be increased by the corresponding amount at the prevailing rate as set out in the Explanatory Note on VAT Applicable on ICC Administrative Expenses (“Explanatory Note”) available on the ICC website. The applicable rate under French tax law is currently 20%.

The Secretariat’s requests for payment of the advance on costs will result in the issuance of invoices that will cover all amounts requested (i.e. amounts to cover ICC administrative expenses alongside the advance on arbitrators’ fees and expenses). VAT will be charged and invoiced on the requested advance payments corresponding to the ICC administrative expenses, as per the principles set forth in the Explanatory Note.

In application of the above, we kindly invite Claimant to provide us with its EU VAT registration number within **30 days**. Should the requested information not be provided, ICC may charge and invoice the VAT.

Publication of Information on the Website

Pursuant to section “Publication of Information Regarding Arbitral Tribunals, Industry Sector and Law Firms Involved” of the Note to Parties and Arbitral Tribunals on the Conduct of the Arbitration under the ICC Rules of Arbitration (“Note”), the Court publishes on its website information regarding the names of the arbitrators, their nationality, their role within a tribunal and the method of their appointment, the parties’ representatives in the case, the industry sector involved and whether the arbitration is pending or closed. Such information is published after the Terms of Reference have been transmitted to or approved by the Court, or after the Case Management Conference in cases where the Expedited Procedure Provisions apply, and will be updated in the event of a change in the party representation (without however mentioning the reason for the change). In this respect, the Court publishes such information unless any of the parties objects.

Publication of Awards

Pursuant to section “Publication of Awards, Procedural Orders, Dissenting and/or Concurring Opinions” of the Note, any award and/or order, as well as any dissenting and/or concurring opinion (“awards and related documents”) which may be made in the case, may be published in their entirety, including the names of the parties and the arbitrators, no less than two years after the date of said notification. The parties may agree to a longer or shorter time period for publication. Considering that awards and related documents may be published, arbitral tribunals are encouraged to include in their award a list of names of relevant individuals or entities involved in the case.

Parties and/or their representatives should consider the relevant applicable laws and establish whether any legal requirements or limitations may prevent the publication of awards and related documents and inform the arbitral tribunal and the Secretariat accordingly. Any information in this regard available to the Secretariat will be communicated to the parties and the arbitral tribunal.

We note that a confidentiality agreement exists in *Section 5.3 of the Sale and Purchase Agreement*. Therefore, publication will be subject to the parties' specific consent. They can opt for publication by letting us know of their consent that any award and related documents be published by **19 January 2024**. They may also consent that any award and related documents be in all or part anonymised (removal of names and any contextual data that may lead to identification of individuals, parties or disputes) or pseudonymised (replacement of any name by one or more artificial identifiers or pseudonyms), in which case it will be upon the parties to agree on the redactions or accept the redactions proposed by the Secretariat. In case of publication, we will send the draft to the parties and/or their representatives for their information, by using the contact details indicated in the award or any contact details subsequently provided.

Efficient Conduct of the Arbitration

The Rules require the parties and the arbitral tribunal to make every effort to conduct the arbitration in an expeditious and cost-effective manner having regard to the complexity and value of the dispute (Article 22(1)).

In making decisions as to costs, the arbitral tribunal may take into account such circumstances as it considers relevant, including the extent to which each party has conducted the arbitration in an expeditious and cost-effective manner (Article 38(5)).

Parties, counsel and arbitral tribunals are encouraged to consider implementing case management techniques designed to make arbitration fair and efficient (Appendix IV to the Rules). The Note also provides guidance on the organisation of conferences or hearings, including conducting such conferences and hearings by audioconference, videoconference, or other similar means of communication (see section "Conduct of the Arbitration" of the Note).

Amicable Settlement

Parties are free to settle their dispute amicably at any time during an arbitration. The parties may wish to consider conducting an amicable dispute resolution procedure pursuant to the ICC Mediation Rules, which, in addition to mediation, also allow for the use of other amicable settlement procedures. ICC can assist the parties in finding a suitable mediator. Further information is available from the ICC International Centre for ADR at +33 1 49 53 30 53 or adr@iccwbo.org or www.iccadr.org.

Representation

All future correspondence addressed to Claimant will be sent solely to JONES DAY.

If Respondent is represented by a counsel, we invite Respondent to provide the relevant contact details. Such persons will be authorised to access and communicate via ICC Case Connect.

Each party must promptly inform the Secretariat, the arbitral tribunal and the other parties of any changes in its representation (Article 17).

Communication with the Secretariat

We invite Respondent to ensure that its contact details, and/or those of its/their counsel, are always up to date on ICC Case Connect. The information on record can be verified in the case information section of your ICC Case Connect case space. To inform the Secretariat of any changes in your representation, please contact your case management team via the below information or directly via your ICC Case Connect case space.

Your Case Management Team

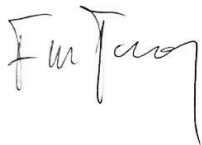
- Mr Francisco J. Trebucq, Counsel(direct dial number: +33 1 49 53 28 13)
- Ms Lucia Bonetto, Deputy Counsel(direct dial number: +33 1 49 53 29 81)
- Ms Shannen Honoré, Deputy Counsel (direct dial number: +33 1 49 53 30 16)
- Ms Monthana Guervil, Assistant(direct dial number: +33 1 49 53 33 29)
- Ms Laura Miller, Assistant.....(direct dial number: +33 1 49 53 30 15)
- Email (icab@iccwbo.org)

While maintaining strict neutrality, we are at the parties’ disposal regarding any questions they may have concerning the application of the Rules.

The Note highlights certain key features of ICC arbitration which also includes key features of the Expedited Procedure Provisions. We also enclose a Case Information.

Finally, we invite you to visit our website at www.iccarbitration.org to learn more about our Dispute Resolution services.

Yours faithfully,



Francisco J. Trebucq
Counsel
Secretariat of the ICC International Court of Arbitration

28309/FJT

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- encl. - Request for Arbitration with documents annexed thereto
- Case Information
- Financial Table
- Payment Request

Enclosures available via ICC Case Connect:

- All correspondence exchanged to date (including a copy of the present correspondence and its annexes)
- ICC Rules of Arbitration
- Note to Parties and Arbitral Tribunals on the Conduct of the Arbitration under the ICC Rules of Arbitration
- Explanatory Note on VAT Applicable on ICC Administrative Expenses

cc. By email only

- Mr Jonathan E. Kellner

jonkellner@paulhastings.com

Exhibit C

JONES DAY

VIA TURATI, 16-18 • 20121 MILAN
TELEPHONE: (+39) 02-7645-4001 • FAX: (+39) 02-7645-4400

ICC CASE No. 28309/FJT
MARELLI EUROPE S.P.A. V. FIRST BRANDS GROUP, LLC

Milan, January 19, 2024

Via ICC Case Connect

To:

ICC Case Management Team

Mr. Francisco J. Trebucq

(ica6@iccwbo.org)

Ms. Lucia Bonetto

(ica6@iccwbo.org)

SECRETARIAT OF THE ICC INTERNATIONAL COURT OF ARBITRATION

Cc:

Counsel for Respondent

Mr. Michael B. Carlinsky

(michaelcarlinsky@quinnemanuel.com)

Mr. Michael Young KC

(michaelyoung@quinnemanuel.com)

Mr. Ryan A. Rakower

(ryanrakower@quinnemanuel.com)

Ms. Danielle Lazarus

(daniellelazarus@quinnemanuel.com)

QUINN EMANUEL URQUHART & SULLIVAN, LLP

**RE: CLAIMANT'S REPLY TO THE LETTER OF THE SECRETARIAT TO THE PARTIES OF
DECEMBER 20, 2023, DUE ON JANUARY 19, 2024 PER THE SECRETARIAT'S INSTRUCTIONS
THEREIN.**

Dear Mesdames and Sirs,

Claimant acknowledges receipt of the Letter of the Secretariat to the Parties of December 20, 2023 whereby, *i.a.*, the Secretariat (i) invited Claimant to provide its EU VAT registration number within 30 days (*i.e.*, by January 19, 2024), and (ii) invited both Claimant and Respondent to inform the Secretariat by 19 January 2024 as to whether each of them consents that any award and related documents be published.

Claimant hereby provides the requested information:

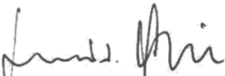
JONES DAY

(i) Claimant's EU VAT registration number is 08082990014;

(ii) Claimant does not object to any award and related documents being published by the ICC, including any information referred to in the section "Publication of Information Regarding Arbitral Tribunals, Industry Sector and Law Firms Involved" of the Note to Parties and Arbitral Tribunals on the Conduct of the Arbitration under the ICC Rules of Arbitration. Claimant reserves the right to request that any Award and related documents be anonymized or pseudonymized or redacted, in part, as the case may be, in order to safeguard the privacy and confidentiality afforded by third-parties to these proceedings and/or protect Claimant's trade secrets and/or know-how (and/or similar rights). Claimant clarifies that, except as herein stated, the consent hereby granted does not amount to and must not be construed as a waiver of Section 5.3 of the SPA, which remains fully valid and binding upon Claimant and Respondent.

Finally, in the interest of good order, Claimant hereby acknowledges receipt of the updated Financial Table sent by the Secretariat on January 15, 2024, confirming receipt of Claimant's payment of the Provisional Advance (US\$ 110 000).

Yours sincerely,


Lamberto Schiona


Margherita Farina

Exhibit D

From: Schiona, Lamberto
Sent: Thursday, July 24, 2025 12:47 PM
To: Michael Carlinsky; Michael Young; Ryan Rakower; Arman Cuneo; Danielle Lazarus; Maura Grealish
Cc: Farina, Margherita
Subject: Lift Stay Motion - Request for FBG's consent to waive confidentiality

Counsel,

We write in relation to the arbitration proceedings (the "Arbitration") commenced by Marelli Europe S.p.A. before the International Chamber of Commerce (ICC Case no. 28309/FJT) against First Brands Group, LLC ("FBG"). As stated in its prior correspondence to the Arbitral Tribunal dated July 15, 2025, Marelli intends to file a motion (the "Lift Stay Motion") with the Delaware bankruptcy court for an order granting limited relief from the automatic stay in Marelli's chapter 11 cases to allow (i) the Arbitration to proceed and (ii) FBG to prosecute its counterclaims to judgment, but not enforce any judgment FBG obtains in the Arbitration.

Marelli will be including a description of the Arbitration and attaching certain of the parties' correspondence to the Arbitral Tribunal to the Lift Stay Motion. Given the confidentiality obligations, procedures, and rules in place governing the Arbitration and the SPA, Marelli will be filing this content under seal with the bankruptcy court. Please let us know by **6:00 p.m. ET today** if, however, FBG consents to waiving confidentiality with respect to the Arbitration and the SPA and consents to Marelli filing the confidential content in the Lift Stay Motion publicly with the bankruptcy court. Marelli will be filing the Lift Stay Motion shortly thereafter. Absent affirmative waiver and consent from FBG with respect to confidentiality, Marelli will be filing the relevant content under seal.

Regards,
Lamberto Schiona
Margherita Farina

Avv. Lamberto Schiona
Partner
JONES DAY® - One Firm WorldwideSM
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20121, Milan, Italy
Office +39.02.76454001
Fax +39.02.76454400
lschiona@jonesday.com

In base alle disposizioni del Garante della Privacy e vista la natura non personale dei messaggi email, le risposte a tali messaggi potranno essere note all'organizzazione di appartenenza del mittente.
Pursuant to the guidelines of the Italian Data Protection Authority, we hereby inform you that third parties belonging to the sender's organisation may access the replies to the emails messages received as such email messages are not to be regarded as personal in nature.