Explanatory Statement on the Hainan International Arbitration Court (Hainan Arbitration Commission) Arbitration Rules

To fully implement the legislative spirit of the newly revised Arbitration Law of the People's Republic of China and further enhance the internationalization and professionalization of arbitration services, the Hainan International Arbitration Court (Hainan Arbitration Commission) (hereinafter referred to as the "HIAC") commenced the revision of its Arbitration Rules in November 2025. Following multiple rounds of internal deliberation and an expert seminar on the draft rules, the revised Rules were deliberated and approved at the Third Meeting of the Second Board of Directors on 27 October 2026. The revised Rules are designed to further integrate internationally accepted practices with local realities, uphold a party-oriented philosophy of arbitration services, and continuously improve the efficiency and transparency of arbitral proceedings, thereby providing a solid institutional foundation for high-standard opening-up through the modernization of the Rules. The background, guiding approach, and principal revisions of the Rules are set out below.

I. Background

First, benchmarking against leading arbitration practice and continuing to consolidate the Rules' leading position. In 2020, the Hainan International Arbitration Court (HIAC) led the way in China in completing its institutional restructuring and revised its Arbitration Rules

at the same time. The Rules introduced innovative provisions on the seat of arbitration, interim measures, emergency arbitrators and other mechanisms that were well established overseas but were not then provided for in the vast majority of domestic arbitration rules, offering a model for arbitration institutions across China. Six-years on, the 2020 Rules remain notably advanced. Nevertheless, the promulgation of the newly revised Arbitration Law and the practical requirements of evolving arbitration practice make it imperative to revise the Rules in response, so as to maintain their leading position.

Second, adhering to the legislative intent of higher-ranking legislation and fully implementing the requirements of the newly revised Arbitration Law. The new Arbitration Law, which took effect in 2026, provides the institutional foundation for arbitration in China. One of the central objectives of this revision is to align strictly with the latest provisions of the Arbitration Law by comprehensively revising the provisions on good faith arbitration, online arbitration, challenges to jurisdiction and other matters. This will ensure close consistency between the Rules and higher-ranking legislation and give effect to the legislative intent and institutional requirements of the Arbitration Law.

Third, responding to the Free Trade Port's development needs and supporting its broader agenda of institutional opening-up. On the 18th of December 2025, the Hainan Free Trade Port officially launched island-wide special customs operations, placing higher demands on the international reach and professional standards of commercial dispute

resolution services. As the province's only civil and commercial arbitration institution established by the Hainan Provincial Government, the HIAC has an important mission to serve major national strategies and support the development of the rule of law in the Free Trade Port. This revision responds proactively to the strategic positioning of the Free Trade Port's development, focusing on the close integration of internationally accepted rules with local practice, strengthening services for foreign-related arbitration, and supporting the Free Trade Port's high-standard opening-up.

II. Approach to the Revision

First, retaining the established structure while combining alignment with international practice with concise, standardized provisions. A small number of arbitration institutions currently maintain separate sets of domestic and international arbitration rules. This revision, however, preserves the existing, well-established framework rather than adopting that approach. On the one hand, the existing structure allows mechanisms characteristic of international arbitration, such as interim measures, emergency arbitrators and third-party funding, to be addressed together in the special chapter on international commercial arbitration, thereby achieving alignment with international rules. On the other hand, there is no need to duplicate general provisions or common procedures concerning the composition of arbitral tribunals, challenges to arbitrators and similar matters. This reduces the length of the Rules while preserving, to the greatest extent possible, the coherence of the arbitral procedural

framework and its institutional stability.

Second, upholding established principles while pursuing innovation and balancing continuity with development. Mechanisms under the HIAC's 2020 Rules that have proved mature and effective, such as nomination of arbitrators from outside the Panel of Arbitrators, consolidation of arbitral proceedings and the appointment of experts by the parties, are retained or improved to preserve the HIAC's distinctive strengths in arbitration. At the same time, in response to contemporary developments such as the digital economy and diversified dispute resolution, mechanisms including online arbitration and arbitral confirmation of settlement or mediation agreements are introduced to enhance the competitiveness of the Rules as an institutional framework.

Third, focusing on practical problems and difficulties. Throughout the revision, the approach has focused on solving problems, responding to practice and improving effectiveness. Extensive input was sought from frontline case managers and members of the case review group, and procedural obstacles and difficulties in case handling were comprehensively identified. The revision fills gaps in the procedural framework and raises standards of case administration across the board.

III. Main Revisions

This revision comprehensively and systematically improves the existing Rules. The principal changes concern the following matters:

(I) Upholding a party-centered approach to arbitration services and strengthening the protection of parties' rights. First, the revision

improves the means of constituting arbitral tribunals. In accordance with Article 43 of the Arbitration Law, it adds a route under which, as agreed by the parties, the Presiding Arbitrator is selected by the arbitrators jointly nominated by both parties, giving the fullest possible effect to the parties' wishes to select their own arbitrators. Second, it improves mechanisms for the consolidated hearing of related disputes by adding provisions on multiple contracts in a single arbitration and the addition of contracts during arbitration. These provisions address procedural duplication arising from repeated case filings, hearings and submissions of evidence in similar disputes, substantially reducing the burden on parties participating in multiple arbitral proceedings. Third, the revision strengthens disclosure by arbitrators by providing that the arbitration institution must notify the parties in writing of arbitrators' disclosures, thereby safeguarding the parties' right to challenge arbitrators and their right to be informed about the proceedings.

(II) Giving effect to the principle of competence-competence and improving the rules on challenges to jurisdiction. To give full effect to the Arbitration Law's provisions on the arbitral tribunal's power to rule on its own jurisdiction, the Draft Revision deletes references in the existing provisions to "the arbitral tribunal authorized by the HIAC". It makes clear that both the HIAC and the arbitral tribunal may decide on the existence and validity of the arbitration agreement and jurisdiction over the arbitration case, thereby further affirming the principle of competence-competence in the Rules.

(III) Improving the provisions on the language of arbitration and clarifying how that language is determined where the parties' agreement is unclear. In arbitration practice, procedural disputes frequently arise because the parties have not agreed on the language of arbitration, their agreed provisions conflict, or their wording is ambiguous. Drawing on the "initial language" mechanism in the LCIA Arbitration Rules of the London Court of International Arbitration, this revision expressly sets out the rules governing the language of arbitration before and after the composition of the arbitral tribunal. It both respects party autonomy and provides guidance, thereby improving the efficiency of case handling.

(IV) Introducing early dismissal to improve overall procedural efficiency. The revision introduces an early dismissal mechanism and specifies in detail the grounds on which parties may apply for early dismissal, the procedure governing such applications, and the arbitral tribunal's time limits for deciding whether to accept such applications and for making awards, among other matters. This helps shorten unproductive proceedings, balancing the protection of parties' rights and interests in individual cases with the overall efficiency of arbitration case handling, and aligns the Rules with developments in international arbitration practice.

(V) Adding provisions on mediation outside the arbitral proceedings to promote diversified dispute resolution. Provisions on mediation outside the arbitral proceedings are added to the existing article

entitled “Conciliation and Mediation”. Where the parties wish to mediate but do not wish the mediation to be conducted by the arbitral tribunal, they may jointly apply for suspension of the arbitral proceedings and apply to the Hainan International Arbitration Court International Commercial Mediation Center for mediation. This approach accords with generally accepted international commercial arbitration practice. It also helps avoid the risk that subjective views formed by the arbitral tribunal during its earlier consideration of the case could affect the effectiveness of mediation, thereby allaying the parties’ related concerns. At the same time, it fully respects the parties’ right to choose the procedure, offers flexibility in resolving commercial disputes, and draws on the expertise of full-time mediators to improve the success rate of mediation, shorten the time needed to resolve disputes and reduce the cost of protecting parties’ rights, while further improving the allocation of arbitration resources.

(VI) Establishing arbitral confirmation of settlement or mediation agreements to turn successful practice into effective rules. In response to the Hainan Free Trade Port’s need for diversified means of resolving commercial disputes, the HIAC’s well-established dual-track “mediation + arbitration” mechanism is formally incorporated into the Arbitration Rules. Under these provisions, where the parties have reached a settlement or mediation agreement before applying for arbitration，they may apply to the HIAC for arbitration in accordance with the arbitration agreement so that an arbitral tribunal is constituted to issue a Statement of

Mediation or an award. This makes those mediation or settlement agreements enforceable and addresses parties' concerns that "mediation agreements cannot be enforced".

(VII) Improving the provisions on time limits and clarifying how they are recalculated. In arbitration practice, time limits for hearing cases need to be recalculated in circumstances such as a party amending or adding claims or bringing a counterclaim, the joinder of an additional party, or the replacement of an arbitrator. This revision incorporates those internal case management practices into the Rules and specifies the circumstances in which time limits start to run afresh. Greater procedural transparency safeguards the parties' reasonable expectations as to the progress of their cases.

(VIII) Aligning with generally accepted international arbitration rules and strengthening international service capabilities. First, in keeping with the Hainan Free Trade Port's high-standard opening-up, the revision fills the gap in the Rules concerning the acceptance of international investment disputes and clarifies how the applicable investment arbitration rules are determined. Where the parties have not agreed on the arbitration rules applicable, following the practice of the Shenzhen Court of International Arbitration and the Guangzhou Arbitration Commission, cases will be administered in accordance with the UNCITRAL Arbitration Rules and the relevant procedural guidelines of the arbitration institution; the HIAC will prepare and issue such procedural guidelines in due course. Second, keeping abreast of

developments in practice, it systematically revises the special chapter on international arbitration, further improving and expanding provisions on emergency arbitrators, third-party funding and other matters. Third, preservation measures and interim measures are addressed separately, distinguishing the procedural regimes for domestic arbitration and international commercial arbitration. In domestic arbitration cases, preservation procedures apply in accordance with Article 39 of the Arbitration Law; in international arbitration cases, the arbitral tribunal decides on appropriate interim measures within the limits permitted by the law of the seat of arbitration, in accordance with the applicable procedural law or the parties' agreement. This accommodates the preservation measures regime where Chinese law applies while reflecting the concept of interim measures in international commercial arbitration, avoiding differences in interpretation and obstacles to cross-border enforcement arising from inconsistent terminology. Fourth, the revision further details assistance in ad hoc arbitration by specifying the services available under the Rules, and introduces an innovative two-way linkage mechanism between ad hoc and institutional arbitration, including conversion from ad hoc to institutional arbitration, to enhance the flexibility of ad hoc arbitral proceedings.

(IX) Extending case review to all cases and continuously improving the case review system. Case review, which was previously provided for only in the special chapter on international arbitration, is moved into the general provisions applicable to all procedures,

confirming that all draft awards must undergo institutional review. This helps unify the standards of case review, prevents differences in review standards in individual cases from affecting the fairness and credibility of awards, and strikes a balance between the independence of the arbitral tribunal in deciding cases and institutional quality supervision.

(X) Expanding the use of digital arbitration to create a green, low-carbon model of smart arbitration. First, the revision adds electronic service through the HIAC's online arbitration platform and further clarifies the conditions for electronic service, the circumstances in which service is deemed to have been effected, and the mechanism for addressing objections, safeguarding the parties' right to be informed and their right to choose. Second, it adds provisions on the use of information technology, making clear that, unless otherwise agreed by the parties, the HIAC or the arbitral tribunal may decide that all or part of the arbitral proceedings are to be conducted using information technology. Third, it introduces provisions on the protection of personal information and data security in digital arbitration to ensure the secure operation of online arbitration and provide the parties with safe, convenient and efficient online arbitration services.

Hainan International Arbitration Court
(Hainan Arbitration Commission)
Arbitration Rules

(Amended pursuant to the resolution of the Second Board of Directors of the HIAC in the Third Board Meeting on 27 October 2026)

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Chapter 1 General Provisions

Article 1 Institute and Responsibility

(I) The Hainan International Arbitration Court (also known as Hainan Arbitration Commission) ("the HIAC") is a permanent arbitration institution for public interest legally established and registered in accordance with laws in Hainan Province, China.

(II) The Chairman of the HIAC ("the Chairman") performs the director's duties as prescribed by the Arbitration Law of the People's Republic of China ("the Arbitration Law").

The President of the HIAC ("the President") and the Vice President shall perform

duties in accordance with the Articles of Association of the HIAC and may perform corresponding duties if so entrusted by the Chairman.

(III) These Arbitration Rules ("the Rules") shall apply to the HIAC and its branches.

(IV) Working departments and branches of the HIAC are responsible for procedural management of arbitration cases according to the division of responsibilities.

(V) Where the parties agree in an arbitration agreement that the disputes shall be arbitrated by the HIAC, or that the name of the arbitration institution as agreed is the Hainan Arbitration Commission or its former name the Haikou Arbitration Commission, or that the disputes shall be arbitrated by the local arbitration institution which can be inferred as designating the HIAC, or that the disputes shall be arbitrated by a branch of the HIAC, or in any other circumstances in which the HIAC's jurisdiction may be inferred in accordance with the law, the HIAC may accept the case and administer the arbitral proceedings.

Article 2 Scope of Application

(I) The HIAC accepts, in accordance with the law, contractual disputes and other disputes over property rights and interests, including contractual or non-contractual disputes, between natural persons, legal persons and unincorporated associations as subjects of equal status.

(II) The HIAC accepts, in accordance with the law, international investment disputes between investors and States, entities authorized by States or intergovernmental organizations, arising under contracts, treaties, laws and regulations or other instruments.

Article 3 Applicability of the Rules

(I) Where the parties have agreed to submit their disputes to the HIAC for arbitration, unless otherwise agreed by the parties, they shall be deemed to have agreed to arbitration in accordance with the Rules.

(II) Where the parties have agreed to arbitration under the Rules without providing

the name of a specific arbitration institution, they shall be deemed to have agreed to submit the disputes to the HIAC for arbitration.

(III) Where the parties have agreed to arbitration by the HIAC but have agreed to apply the other arbitration rules or the Rules with modification or supplement, the parties' agreement shall prevail except where such agreement cannot be implemented or contravenes a mandatory provision of the law applicable to the arbitral proceedings. Where the parties have agreed to apply the other arbitration rules, the HIAC shall perform the duties of the relevant institution under the applicable arbitration rules.

(IV) Where the parties submit to the HIAC an international investment dispute referred to in Paragraph (II) of Article 2, the HIAC shall administer the case in accordance with the arbitration rules agreed by the parties. In the absence of such agreement, the HIAC shall administer the case in accordance with the UNCITRAL Arbitration Rules and the HIAC's relevant procedural guidelines.

(V) Where the parties have agreed to apply the arbitration rules made by the HIAC in respect of a specific industry or profession, and the dispute falls within the scope of application of such rules, the parties' agreement shall prevail.

(VI) In respect of any matters not expressly provided for in the Rules, the HIAC may administer or the arbitral tribunal may conduct the arbitration in such manner as it considers appropriate, with a view to facilitating the efficient and fair resolution of disputes between the parties.

Article 4 Language of Arbitration

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

(II) In the absence of such an agreement on the language of arbitration or where such agreement is ambiguous, the initial language of the arbitral proceedings before the composition of the arbitral tribunal shall be the language, or the predominant

language, of the arbitration agreement. Where the arbitration agreement is written in more than one language, the HIAC may determine which of those languages shall be the initial language of the arbitral proceedings.

(III) After the composition of the arbitral tribunal, unless the parties agree on the language of arbitration, the arbitral tribunal shall, after giving the parties a reasonable opportunity to submit written comments, determine the language ultimately applicable to the arbitral proceedings, having regard to the initial language of arbitration and any other factors it considers relevant in the circumstances.

(IV) At the hearing, if any party or its representative(s) or witness(es) needs language interpretation, such party shall arrange by itself or request the HIAC to provide interpretation services. Where the parties have an agreement on the costs of interpretation expenses, such agreement shall prevail; where there is no such agreement or the agreement is ambiguous, the party requesting for interpretation shall bear the interpretation expenses.

(V) The arbitral tribunal or the HIAC may, if it considers necessary, require the parties to provide translations or translated extracts of documents and evidentiary materials submitted by the parties in such language as applied to the arbitration proceedings.

Article 5 Seat of Arbitration

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

(II) Where the parties have not agreed on the seat of arbitration or the agreed seat of arbitration is ambiguous, the seat of arbitration shall be the domicile of the HIAC. The arbitral tribunal or the HIAC may also determine the seat of arbitration having regard to the circumstances of the case and with a view to facilitating the resolution of the dispute.

(III) The arbitral awards shall be deemed as having been made at the seat of arbitration.

Article 6 Good Faith Arbitration

(I) Arbitration participants shall act in accordance with the principle of good faith in arbitration.

(II) Where the parties concerned or their representatives are in breach of the Rules, the agreements between the parties, the decisions of the arbitral tribunal or commit any other impropriety resulting in delay in proceedings or increase in expenses, the arbitral tribunal shall have the power to decide that the party concerned shall bear the additional expenses.

(III) If the statements made or the documents submitted by the parties or their representatives are false, the party or representative concerned shall bear the adverse consequences arising therefrom.

Article 7 Waiver of Right to Objection

(I) A party who knows or ought to have known of a failure to comply with any provision of the Rules or any term of the arbitration agreement, but still takes part in or continues to take part in the arbitral proceedings without promptly raising its objection to such non-compliance in writing, shall be deemed to have waived its right to object to such non-compliance.

(II) Upon specific notification, a party who knows or ought to have known of a failure to comply with the statutory arbitration procedure at the seat of arbitration, but still takes part in or continues to take part in the arbitral proceedings without promptly raising its objection to such non-compliance in writing, shall be deemed to have waived its right to object to such non-compliance unless such non-compliance contravenes a mandatory provision of the law of the seat of arbitration.

Chapter 2 Arbitration Agreement

Article 8 Definition and Form of Arbitration Agreement

(I) An arbitration agreement is an agreement whereby the parties agree to submit for arbitration a dispute which has arisen or may arise between the parties. An arbitration agreement includes an arbitration clause stipulated in a contract or an agreement requesting arbitration entered into in any other written form.

(II) The arbitration agreement shall be in written form. Written form includes, but is not limited to, contractual instruments, letters or electronic data messages (including telegram, telex, facsimile, electronic data interchange and e-mail), and other forms capable of tangibly expressing their contents.

(III) Where one party asserts the existence of an arbitration agreement when applying for arbitration and the other party does not deny its existence before the first oral hearing or, in cases decided on the basis of written documents, before the expiry of the time limit for the first statement of defense, an arbitration agreement between the parties shall be deemed to exist after the arbitral tribunal has drawn the parties' attention to the matter and made a record of it.

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

Article 9 Severability of Arbitration Agreement

An arbitration agreement shall be severable from the contract in which it is contained. The validity of an arbitration agreement already concluded shall not be affected by whether the contract has been formed or by any variation, failure to take effect, termination, rescission or invalidity of the contract.

Article 10 Invitation to Arbitration

(I) Where there is no arbitration agreement between the parties and one party via the HIAC invites the other party to resolve the disputes by arbitration and signs the written invitation to arbitration, the HIAC shall, within 3 days, serve the written invitation to arbitration and the Rules on that other party.

Upon that other party agreeing in writing to arbitration, an arbitration agreement

shall be deemed to have been entered into between both parties and the HIAC shall notify both parties that the arbitration proceedings shall directly proceed. Where no reply in writing is received from the other party within 10 days from its receipt of the invitation to arbitration, the invitation shall be deemed to have not been accepted.

(II) Both parties to an arbitration agreement may jointly via the HIAC or the arbitral tribunal invite a third party to join the arbitration proceedings. Upon the third party agreeing in writing to join the arbitration, an arbitration agreement shall be deemed to have been entered into between both parties and the third party. The parties may jointly decide whether or not to recommence afresh the arbitration proceedings having so proceeded. Where the parties fail to make a joint decision within the time limit as notified by the HIAC or arbitral tribunal, the HIAC or the arbitral tribunal shall make a decision. Where no reply in writing is received from the third party within 10 days from its receipt of the invitation to arbitration, the invitation shall be deemed to have not been accepted.

Article 11 Validity of Arbitration Agreement and Challenge to Jurisdiction

(I) Any challenge to the existence or validity of the arbitration agreement or to the jurisdiction shall be raised in writing before the first oral hearing is held. For arbitration conducted on paper, the challenge shall be raised in writing before the initial time limit for the submission of defense expires.

(II) If a party fails to raise a challenge in accordance with the above provisions, it shall be deemed to have accepted the validity of the arbitration agreement or the jurisdiction of the HIAC.

(III) Where a party challenges the validity of the arbitration agreement, the party may request the HIAC or arbitral tribunal to make a decision or apply to the People's Court for a ruling. If one party requests the HIAC or arbitral tribunal to make a decision and the other party applies to the People's Court for a ruling, the

People's Court shall enter a ruling.

(IV) The challenge of existence or validity of an arbitration agreement and the jurisdiction shall be decided by the HIAC where the arbitral tribunal has not been constituted or by the arbitral tribunal if it has been constituted. The decision of the arbitral tribunal may be made either during the arbitral proceedings or in the arbitral award.

(V) Where the HIAC or the arbitral tribunal, upon preliminary examination, considers that an arbitration agreement exists, it may, based on prima facie evidence, decide that the HIAC has jurisdiction and the arbitration shall proceed. Such decision shall not prevent the arbitral tribunal from making afresh a decision on jurisdiction based on facts or evidence found by the arbitral tribunal during the arbitral proceedings which are inconsistent with the prima facie evidence.

(VI) Where the HIAC or the arbitral tribunal has decided it lacks jurisdiction, the case shall be terminated. Where the HIAC or the arbitral tribunal has made a decision that it lacks jurisdiction over a part of the arbitration, the application for arbitration of that part shall be dismissed.

Chapter 3 Application for Arbitration, Defense and Counterclaim

Article 12 Application for Arbitration

(I) A party applying for arbitration ("the Claimant") shall submit:

(a) The arbitration agreement(s);

(b) A statement of application ("the Statement of Application") containing the following contents:

(i) the name, residential address, postal code, telephone number, fax number and other effective and convenient means of communication of the Claimant and the respondent ("the Respondent"), and of the legal representative or the person in charge (including his or her position) where a party is a legal person or unincorporated association;

(ii) the claim for relief and the facts and grounds on which the claim is based;
(iii) the signature and/or seal affixed by the Claimant or its authorized representative(s);
(c) The evidence and a list setting out the title and description, the source and the relevance of the evidence; and
(d) Proof of the Claimant's identity.
(II) For an application for arbitration failing to comply with the requirements set out in Paragraph (I), the party shall rectify within 5 days after receiving the notice; if the party still fails to rectify, the party shall be deemed not to have submitted an application for arbitration, and the HIAC shall not preserve such documents or materials as submitted by the Claimant.

Article 13 Acceptance

(I) Where the HIAC, within 3 days from its receipt of the arbitration application, finds that the application meets the requirements for acceptance, it shall accept the application.
(II) The Claimant that files for arbitration shall, within 5 days upon receipt of the written notice, pay in advance the arbitration fees in accordance with the provisions of *the HIAC Schedule of Arbitration Fees*. Where a party has difficulty in paying the arbitration fees in advance within the specified time limit, it may apply for reduction or deferral of payment, which the HIAC shall decide whether to approve. If a party fails to pay the arbitration fees in advance within the time limit and fails to apply for reduction or deferral of payment, or fails to pay all the arbitration fees in advance within the deferral period approved by the HIAC, it shall be deemed to have withdrawn the arbitration application.
(III) The arbitration proceedings shall be deemed to commence on the date on which the HIAC accepts the arbitration application.
(IV) Upon acceptance of an application for arbitration, the HIAC shall designate a

case manager to assist with the procedural administration of the arbitration.

Article 14 Notice of Arbitration

(I) The HIAC shall serve a notice of arbitration ("the Notice of Arbitration"), a copy of the applicable arbitration rules and a list of the HIAC's panel of arbitrators ("the Panel") on the Claimant within 3 days from acceptance of the arbitration application; and serve the Notice of Arbitration, the applicable arbitration rules, a list of the Panel and the Statement of Application together with its attachments on the Respondent within 5 days from payment by the Claimant.

(II) Where the Claimant has reasonable grounds for requesting a deferral of service on the Respondent of the Notice of Arbitration and other case materials, the time for service may be appropriately extended with the approval of the HIAC.

Article 15 Defense

(I) Within 15 days from the date of receipt of the Notice of Arbitration, the Respondent shall submit:

(a) A statement of defense ("the Statement of Defense") containing the following contents:

(i) the name, residential address, postal code, telephone number, fax number and other effective and convenient means of communication of the Respondent and of the legal representative or the person in charge (including his or her position) where a party is a legal person or unincorporated association;

(ii) its defense to the claim(s), and the facts and grounds on which the defense is based;

(iii) the signature and/or seal affixed by the Respondent or its authorized representative(s);

(b) The evidence and a list setting out the title and description, the source and the relevance of the evidence; and

(c) The Respondent's identity proof;

(II) The Respondent's request for extension of the period of time justified with proper grounds shall be determined by the HIAC where the arbitral tribunal has not been constituted or by the arbitral tribunal if it has been constituted.

(III) The HIAC shall serve the Statement of Defense together with its attachments on the Claimant within 5 days from receipt of the Statement of Defense.

(IV) Failure to submit a Statement of Defense shall not affect the progress of the arbitral proceedings.

Article 16 Counterclaim

(I) Where the Respondent makes a counterclaim, it shall submit a written application before the conclusion of oral argument at the first oral hearing; for arbitration conducted on paper, the written application shall be submitted within 15 days from the receipt of the Notice of Arbitration. Whether or not to accept it shall be decided by the HIAC where the arbitral tribunal has not been constituted or by the arbitral tribunal if it has been constituted.

(II) Where the Respondent submits an application for counterclaim out of time, whether or not to accept it shall be decided by the HIAC where the arbitral tribunal has not been constituted or by the arbitral tribunal if it has been so constituted. When deciding whether to accept an application for counterclaim submitted out of time, there shall be taken into account the necessity to hear the counterclaim together with the claim, the extent of the delay in submitting the application for counterclaim, whether it would cause unnecessary delay to the arbitral proceedings and any other relevant factors.

(III) Articles 12 and 13 of the Rules shall apply mutatis mutandis to an application for counterclaim.

(IV) The HIAC shall, within 3 days upon acceptance of the application for counterclaim, serve the notice of counterclaim ("the Notice of Counterclaim") to the Respondent; and shall, within 5 days upon payment of the arbitration fees by the

Respondent, serve the Notice of Counterclaim, the Statement of Counterclaim together with its attachments on the Claimant.

(V) Article 15 shall apply mutatis mutandis to submission by the Claimant of its Statement of Defense to the counterclaim ("the Statement of Defense to Counterclaim").

Article 17 Amendment to Claim or Counterclaim

(I) A party may amend its claim or counterclaim. A written application shall be submitted for any amendment to the arbitration claim or counterclaim. Whether or not to accept such application shall be decided by the HIAC where the arbitral tribunal has not been constituted or by the arbitral tribunal if it has been constituted.

(II) Where a party amends the arbitration claim or counterclaim and is required to pay supplementary arbitration fees, Paragraph (II) of Article 13 shall apply mutatis mutandis.

Article 18 Multiple Contracts in a Single Arbitration and Addition of Contracts

(I) A party may submit disputes arising under multiple contracts in a single arbitration, provided that all of the following conditions are met:

(a) the parties to the contracts are the same, and the subject matters of the arbitration are of the same kind or are related;

(b) the disputes under the contracts arise out of the same transaction or the same series of transactions; and

(c) the arbitration agreements in the contracts are identical or compatible.

(II) Where the conditions in Paragraph (I) of this Article are met, a party may apply to add a contract to the arbitration during the arbitral proceedings. The HIAC or the arbitral tribunal may refuse the addition if the application is made so late that it may disrupt the orderly conduct of the proceedings.

(III) Any objection by another party to the submission of disputes under multiple contracts in a single arbitration or to the addition of a contract during the arbitration

shall be decided by the HIAC where the arbitral tribunal has not been constituted or by the arbitral tribunal if it has been constituted.

Article 19 Consolidation of Arbitral Proceedings

(I) Upon the unanimous consent of the parties, the HIAC or the arbitral tribunal may consolidate two or more related or similar sets of commenced arbitral proceedings into one to be heard before the same arbitral tribunal.

(II) The provisions on consolidation of arbitral proceedings shall not apply where the composition of the arbitral tribunals in the cases concerned is not identical.

(III) Unless otherwise agreed by the parties, the arbitral proceedings shall be consolidated into the arbitration proceedings having commenced first in time.

(IV) Where the arbitral proceedings are consolidated, the procedural matters shall be decided by the HIAC where the arbitral tribunal has not been constituted or by the arbitral tribunal if it has been constituted.

(V) Where the arbitral proceedings are consolidated, the arbitral tribunal shall have the power to make separate awards or a joint award on the disputes between the parties.

Article 20 Joinder of Additional Parties

(I) Any party in commenced arbitral proceedings may apply in writing to join an additional party under the same arbitration agreement to the arbitration. Whether or not to accept such application shall be decided by the HIAC where the arbitral tribunal has not been constituted or by the arbitral tribunal if it has been constituted.

(II) Upon the unanimous consent of the parties and the additional party, the additional party may apply in writing to join the arbitration proceedings. Whether or not to accept such application shall be decided by the HIAC where the arbitral tribunal has not been constituted or by the arbitral tribunal if it has been constituted.

(III) The party applying for joinder shall submit a joinder application ("the Joinder Application"). So far as the contents of the Joinder Application and matters such as

acceptance and defense are concerned, Articles 12 to 15 of the Rules shall apply *mutatis mutandis.*

(IV) Where the HIAC or arbitral tribunal accepts the joinder application, all parties shall nominate and appoint arbitrators afresh in accordance with Articles 24, 25, 67 and 74 of the Rules, unless all parties agree to the continuation of the hearing by the original arbitral tribunal.

Article 21 Submission of Copies of Documents

The Statement of Application, Statement of Defense, Statement of Counterclaim, Statement of Defense to Counterclaim, evidence and any other documents shall be submitted by the parties in quintuplicate. Where there are more than two parties, additional copies shall be provided accordingly; if the arbitral tribunal is composed of a sole arbitrator, two copies shall be reduced.

Article 22 Preservation Measures in Arbitration

(I) A party may, in the event that enforcement of any award is likely to become difficult or any other detriment is likely to be caused to the party as a result of the conduct of the other party or of the existence of any other relevant factors, apply for preservation of property or for an order requiring the other party to take, or prohibiting it from taking, certain actions.

(II) Where it is likely that the evidence may be destroyed or lost or become difficult to obtain later on, a party may apply for preservation of evidence.

(III) Where a party makes an application aforesaid, the HIAC shall, within 5 days from the receipt of such application, forward the application to a People's Court with competent jurisdiction.

(IV) In urgent circumstances, where a party's lawful rights and interests would be irreparably damaged or evidence might be lost, destroyed or become difficult to obtain if the measures referred to in Paragraphs (I) and (II) of this Article are not applied for immediately, a party may make an application for those measures

directly to a People's Court with competent jurisdiction before submitting its application for arbitration.

Article 23 Representation

Where a party or its statutory representative appoints a lawyer or other representative for the arbitration, it shall submit a power of attorney stating the matters in which the representative(s) have authority to act and the scope of authority and the identity proof of the appointed representative(s).

Chapter 4 Arbitral Tribunal

Article 24 Panel of Arbitrators

(I) The HIAC may establish panel(s) of arbitrators according to different industries or specialties.

(II) The parties may nominate arbitrators either on or not on the Panel.

(III) Where the parties nominate arbitrators not on the Panel, they shall provide the HIAC with the professional qualification, resume and contact information of such nominees, who may act as arbitrators subject to the confirmation by the HIAC. Under circumstances other than those specified in Paragraph (I) of Article 64 hereof, the term of the arbitrator so nominated shall expire upon the conclusion of the arbitration.

Article 25 Composition of the Arbitral Tribunal

(I) Unless otherwise agreed by the parties or provided for in the Rules, the arbitral tribunal shall be composed of three arbitrators.

(II) Within 15 days of receipt of the Notice of Arbitration, each party shall respectively nominate or request the Chairman to appoint an arbitrator. Where any party fails to nominate or request the Chairman to appoint an arbitrator within the specified time limit, the Chairman shall appoint the same.

(III) Where there are two or more Claimants and/or Respondents in a case, each party on the Claimant side and/or the Respondent side shall through consultations

jointly nominate, or jointly request the Chairman to appoint, one arbitrator for that side. If the Claimant side and/or the Respondent side fails to make such joint nomination or joint request within 15 days from the date on which the last party on the respective side receives the Notice of Arbitration, the Chairman shall appoint the arbitrator for that side.

(IV) The Presiding Arbitrator shall be selected in one of the following ways:

(a) Both parties shall jointly nominate through consultation or jointly request the Chairman to appoint the presiding arbitrator ("the Presiding Arbitrator") within 15 days from the date of receipt of the Notice of Arbitration by the Respondent.

(b) Each party may also nominate one to three arbitrators as candidates for the Presiding Arbitrator within 15 days from receipt of the HIAC's notice. Upon application or consent by the parties, the HIAC may provide a list of five to seven candidates for the Presiding Arbitrator, from which each party shall select one to three arbitrators as candidates for the Presiding Arbitrator within the aforesaid time limit. Where there is one common candidate on both parties' nomination or selection lists, such candidate shall be the Presiding Arbitrator jointly selected by the parties. Where there is more than one common candidate on both parties' nomination or selection lists, the Chairman shall, taking into consideration the particular circumstances of the case, appoint one of those candidates as the Presiding Arbitrator, who shall be deemed to have been jointly nominated by the parties. Where there is no common candidate on both parties' nomination or selection lists, the Chairman shall appoint as the Presiding Arbitrator an arbitrator other than those appearing on the parties' nomination or selection lists.

(c) The parties may agree that the two arbitrators respectively nominated under Paragraph (II) of this Article shall jointly nominate the Presiding Arbitrator through consultation or jointly request the Chairman to appoint the Presiding Arbitrator. Within 15 days from receipt of the HIAC's notice, those two arbitrators shall jointly

nominate the Presiding Arbitrator or jointly request the Chairman to appoint the Presiding Arbitrator.

(V) Where the parties fail to determine the Presiding Arbitrator in accordance with Paragraph (IV) above, the Presiding Arbitrator shall be appointed by the Chairman.

(VI) Where a party nominates an arbitrator residing outside the administrative area of the place of hearing, it shall pay in advance and bear the travel and accommodation expenses incurred by that arbitrator for the purpose of the arbitration. If a party fails to pay in advance the travel and accommodation expenses within the specified time limit, it shall be deemed that no arbitrator has been nominated, and the Chairman may appoint an arbitrator in accordance with the Rules.

(VII) Where an arbitrator refuses to accept nomination by a party or is unable to participate in arbitration due to illness or any other reason that may prevent him or her from performing an arbitrator's usual duties, the party or the arbitrators shall nominate another arbitrator within 5 days after receiving the notice of re-nomination of arbitrator. If that party or those arbitrators fail to nominate another arbitrator within the time limit, the Chairman shall appoint the same.

Article 26 Notice of Composition of the Arbitral Tribunal

Within 5 days of the composition of the arbitral tribunal, the HIAC shall notify the parties in writing of its composition. The HIAC shall forward the case file to the arbitral tribunal promptly thereafter.

Article 27 Disclosure by Arbitrators

(I) Upon accepting the appointment or nomination, each arbitrator shall sign a statement of independence and impartiality. The statement shall be forwarded to each party by the HIAC.

(II) Throughout the arbitration, an arbitrator shall remain alert to circumstances that may give rise to justifiable doubts on the part of the parties, their representatives or

third-party funders as to the arbitrator's independence or impartiality. Upon becoming aware of any such circumstances, the arbitrator shall promptly disclose them to the HIAC in writing. The HIAC shall notify the parties in writing of the arbitrator's written disclosure.

(III) Within 5 days of receiving a written disclosure, either party shall state in writing whether it intends to challenge the arbitrator.

(IV) Paragraphs (I), (III), (V), (VI) and (VII) of Article 28 shall apply to the challenge to an arbitrator on the basis of circumstances disclosed by the arbitrator.

(V) If a party fails to challenge an arbitrator within the time limit prescribed in Paragraph (III) of this Article, it shall not be permitted to challenge the arbitrator at a later time during the arbitral proceedings on the basis of the circumstances already disclosed by the arbitrator.

Article 28 Challenge of Arbitrators

(I) Under any of the following circumstances, an arbitrator shall disqualify himself or herself, and the parties shall be entitled to apply to challenge an arbitrator:

(a) the arbitrator is a party to the case or a representative in the case, or is a close relative of a party to a case or its representative(s);

(b) the arbitrator has an interest in the case;

(c) the arbitrator has any other relationship with a party to the case or its representative(s), which may affect the impartiality of the arbitration;

(d) the arbitrator has met a party or its representative in private;

(e) the arbitrator has accepted entertainment or gifts from a party or its representative.

(II) A party shall be entitled to challenge an arbitrator on the basis of justifiable doubts as to the independence or impartiality of the arbitrator.

(III) A challenge shall be made in writing and accompanied by the grounds of the challenge and supporting evidence.

(IV) In any case other than those set out in Paragraph (III) of Article 27, a challenge shall be raised before the first hearing. A challenge based on circumstances that become known after the first hearing may be raised prior to the conclusion of the final hearing. Where no further hearing will be conducted or in the case of arbitration conducted on paper, a challenge shall be raised within 5 days after the party becomes aware of the circumstances giving rise to a challenge.

(V) The HIAC shall promptly forward the application for challenge to the other parties and to each member of the arbitral tribunal.

(VI) Where a party challenges an arbitrator and the other party concurs with the challenge or where the challenged arbitrator withdraws voluntarily upon being informed of the challenge, that arbitrator shall no longer participate in the arbitration. Neither of these circumstances shall imply that the grounds on which the challenge is based are established.

(VII) In circumstances other than those specified in Paragraph (VI) of this Article, the Chairman shall decide on the challenge. If the Chairman serves as an arbitrator, the decision on his or her withdrawal shall be made collectively by the other board members of the HIAC.

(VIII) A party who, after becoming aware of the composition of the arbitral tribunal, appoints authorized representatives whose appointment may give rise to grounds for the challenge of any arbitrator under the Rules, shall be deemed to have waived its right to challenge the arbitrator on those grounds; the right of the other party to challenge the arbitrator shall not, however, be affected. Additional costs resulting from any delay caused to the arbitral proceedings in these circumstances shall be borne by the party responsible for causing the grounds for challenge.

(IX) The provisions on the challenge of arbitrators shall apply *mutatis mutandis t*o the challenge of case manager, appraisers, interpreters, inspectors, etc.

Article 29 Replacement of Arbitrator

(I) An arbitrator shall be replaced if he/she is unable to perform his/her duties due to death, health or other reasons, or if the Chairman decides that he or she is to withdraw from the arbitration, or if both parties jointly request him/her to withdraw from the arbitration.

(II) Where an arbitrator voluntarily withdraws from the arbitration, he/she shall state the reason in writing and obtain the approval of the HIAC.

(III) The HIAC may also replace an arbitrator on its own initiative if it considers that the arbitrator is de jure or de facto unable to perform his or her duties as an arbitrator or fails to perform his or her duties as required by the Rules.

(IV) Where the replaced arbitrator was nominated by the party concerned or by arbitrators, the party concerned or those arbitrators shall nominate the substitute arbitrator within 5 days upon receipt of the notice from the HIAC; where the replaced arbitrator was appointed by the Chairman, a substitute arbitrator shall be appointed in accordance with the original appointment procedure. The HIAC shall notify the parties concerned in writing of the replacement within 5 days from the date on which the arbitrator is replaced.

(V) After the nomination or appointment of the substitute arbitrator, the arbitral tribunal may, on its own initiative, decide whether the previous arbitral proceedings shall be repeated. Where both parties jointly request an oral hearing, the arbitral tribunal shall hold an oral hearing.

Article 30 Continuation of Arbitration by Majority

After the conclusion of the final hearing, if an arbitrator of a 3-member arbitral tribunal is unable to participate in the deliberation or render an award due to his or her death, health, removal from the Panel or other special reasons, the HIAC may replace that arbitrator in accordance with Article 29 of the Rules. With the consent of both parties and after considering the opinions of the other two arbitrators, the HIAC may decide that the two remaining arbitrators shall continue with the

arbitration proceedings. This Article shall not apply to arbitration conducted on paper.

Chapter 5 Arbitral Proceedings and Award

Article 31 Mode of Proceedings

(I) The arbitral tribunal shall hold an oral hearing.

(II) Where the parties agree not to hold oral hearings, or the arbitral tribunal deems oral hearings unnecessary and obtains the consent of both parties, the arbitral tribunal may conduct the arbitration on paper based on the evidential materials, documents and other materials submitted by the parties.

(III) Unless otherwise agreed by the parties, the arbitral tribunal may conduct the arbitration in any way it considers appropriate and may decide on the procedural arrangements for the arbitration and may issue procedural orders.

(IV) The arbitral tribunal may, having regard to the circumstances of the case, decide to conduct hearings and other arbitral activities online through information networks, unless a party expressly objects.

(V) Regardless of the mode of proceeding adopted, the arbitral tribunal shall treat the parties fairly and impartially and shall safeguard their right to make statements and to arguments.

Article 32 Related Matters that the Arbitration Tribunal may Decide

During the arbitration, the arbitral tribunal may, if necessary or upon the request of a party, decide on the matters which include, but are not limited to, the following:

(I) Issuing question lists to either party or requiring the party to answer the questions which it deems related to the case at the oral hearing;

(II) Ordering the party concerned to submit evidence in a proper form, excluding irrelevant evidence, and requiring the party to provide evidence and make statements in respect of the relevant issues;

(III) Requiring the parties to provide goods for inspection, sell goods and keep the

proceeds therefrom, test equipment and submit report, provide documents for audit or do such other acts as the arbitral tribunal considers necessary, or prohibiting the parties from acting in a certain way;

(IV) Proceeding with the arbitral proceedings even if the parties fail to comply with the Rules or the orders of the arbitral tribunal, and deciding on the allocation of additional costs incurred as a result of the misconduct of the parties;

(V) Drawing, in a partial award or the final award, an adverse inference against a party that fails to comply with an order, interim award or other decision of the arbitral tribunal, as to the consequences of such non-compliance;

(VI) Deciding the governing law of the arbitration agreement or the arbitral proceedings; and

(VII) Elucidating to the parties, where permissible under the applicable law, the nature of a specific legal relationship, the reliefs sought for arbitration claim or counterclaim.

Article 33 Confidentiality

(I) Arbitration shall be conducted in private. Where the parties agree to conduct the arbitration in public, the arbitration may be conducted in public, except where the arbitration involves state secrets or another person's trade secrets or personal privacy, or where the arbitral tribunal considers a public arbitration is inappropriate.

(II) Where an arbitration is conducted in private, the parties and their authorized representatives, arbitrators, witnesses, interpreters, inspectors, appraisers, experts consulted by the arbitral tribunal, the staff of the HIAC and other relevant persons shall not disclose to a third party any information concerning the arbitration, whether substantive or procedural, except where disclosure is necessary for the conduct of the arbitration itself, for application to the People's Court for enforcement, or in other circumstances where disclosure is required by law.

Article 34 Place of Hearing

(I) Unless otherwise agreed by the parties or decided by the arbitral tribunal, the hearing shall be held at the locality of the HIAC or its branch.

(II) Where the parties agree to hold a hearing at a location other than the locality of the HIAC or its branch, the parties shall bear the costs arising therefrom. In the event the parties fail to pay in advance the costs within the time limit set by the HIAC in accordance with such proportions as agreed by them or decided by the arbitral tribunal, the parties shall be deemed to have not agreed to hold a hearing at a location other than the locality of the HIAC or its branch.

Article 35 Concurrent Hearings

(I) The arbitral tribunal may, upon the consent of the parties, decide to hear concurrently two or more cases whose subject matters are of the same kind or are related.

(II) The provisions of the preceding paragraph shall not apply to cases where the composition of the arbitral tribunals in the arbitral proceedings concerned are not identical.

Article 36 Notice of Hearing

(I) The arbitral tribunal shall notify the parties of the date and place of the hearing 5 days prior to the hearing. With the consent of both parties, the arbitral tribunal may reschedule the hearing to an earlier date. A party having justified reasons to request a postponement of the hearing shall make such request 3 days prior to the hearing. The arbitral tribunal shall decide whether to postpone the oral hearing or not.

(II) Notification of the date and place of any further hearing or that of the date and place of such postponed hearing shall not be subject to the 5-day time limit.

Article 37 Default of Parties

(I) Having been duly notified in writing of the hearing, if the Claimant fails to appear at the hearing without any justification or withdraws from an ongoing

hearing without the permission of the arbitral tribunal, the Claimant shall be deemed to have withdrawn its application for arbitration. Where the respondent has raised a counterclaim, the Claimant's default shall not affect the hearing of the counterclaim by the arbitral tribunal.

(II) Having been duly notified in writing of the hearing, if the respondent fails to appear at the hearing without any justification or withdraws from an ongoing hearing without the permission of the arbitral tribunal, the arbitral tribunal may proceed with the arbitration. Where the respondent has raised a counterclaim, such counterclaim shall be deemed to have been withdrawn.

Article 38 Suspension and Resumption of Arbitral Proceedings

(I) Where, during the arbitration, both parties jointly request or any exceptional circumstances occur that necessitate suspension, the arbitration proceedings may be suspended.

(II) The decision to suspend the arbitration proceedings shall be made by the HIAC where the arbitral tribunal has not been constituted or by the arbitral tribunal if it has been constituted.

(III) The arbitral proceedings shall resume as soon as the reason for the suspension disappears or the suspension period ends.

Article 39 Submission of Evidence

(I) Each party shall bear the burden of proving the facts relied upon to support its claim or defense in the arbitration proceedings.

(II) The arbitral tribunal shall have the power to require the parties to submit their evidence within a specified time limit. The parties shall comply with any such order. The arbitral tribunal shall have the power to decide whether to accept any evidence not submitted within a specified time limit.

(III) If a party having the burden of proof fails to submit evidence within the specified time limit, or if the submitted evidence is insufficient to prove the facts

supporting its claim, it shall bear the adverse consequences of such failure.

(IV) Each party shall classify, bind, number, and paginate the evidential materials submitted thereby and state briefly the name, source and content of the evidential materials and the facts they are intended to prove, and shall sign and seal the materials and indicate the date of submission.

(V) Where a party raises no objection to the authenticity of any reproduction, duplicate, counterpart or abridged version of any document or any item produced by the other party, it may be deemed to be identical to the original.

(VI) Unless otherwise agreed by the parties, evidence and written documents submitted by the parties in a foreign language shall be accompanied by a Chinese translation. The arbitral tribunal may, if necessary, require the parties to provide a translation of the evidence and of any written documents in another language.

Article 40 Collection of Evidence by the Arbitral Tribunal

(I) At the request of a party and with the approval of the arbitral tribunal or if the arbitral tribunal considers it necessary, the arbitral tribunal may undertake investigations and collect evidence. If the arbitral tribunal considers it necessary to require the parties to be present when it undertakes investigations or collects evidence, it shall notify the parties in time. If one or both parties fail to appear after being notified, the arbitral tribunal may proceed with the investigations or the collection of evidence, which shall not be affected by such absence.

(II) Evidence collected by the arbitral tribunal through investigation shall be sent to both parties for them to comment on and challenge such evidence.

(III) Where the arbitral tribunal considers that a third party's interest may be involved in the case, it shall hear the opinions of such third party.

Article 41 Appraisal

(I) Where a party applies for an appraisal and the arbitral tribunal agrees, the arbitral tribunal may notify the parties to nominate an appraisal institution or an appraiser

jointly within a period of time specified by the arbitral tribunal. Where the parties fail to reach a consensus, the arbitral tribunal shall appoint an appraisal institution or an appraiser. The parties shall pay in advance the appraisal costs within the time limit in accordance with such proportions as agreed by them or decided by the arbitral tribunal. Where the parties fail to pay in advance the appraisal costs within the time limit, the application for appraisal may be deemed to have been withdrawn.

(II) Where no party has applied for an appraisal but the arbitral tribunal considers an appraisal necessary, the arbitral tribunal may notify the parties to nominate an appraisal institution or an appraiser jointly within a period of time specified by the arbitral tribunal. Where the parties fail to reach a consensus, the arbitral tribunal shall appoint an appraisal institution or an appraiser. The parties shall pay in advance the appraisal costs within the time limit in accordance with such proportions as decided by the arbitral tribunal. Where the parties fail to pay in advance the appraisal costs within the time limit, the arbitral tribunal has the right to decide not to proceed with such appraisal.

(III) The arbitral tribunal shall have the power to require a party to provide or present to the appraiser, within a specified time limit, any documents, materials, properties or any other items required for the appraisal. If a party fails to do so within the time limit without justifiable reason, it shall bear the corresponding consequences.

(IV) The arbitral tribunal shall decide any dispute raised by a party or the appraiser as to whether the documents, materials, properties or any other items required for the appraisal are relevant to the case.

(V) A copy of the appraisal report shall be sent to each party. Each party may express opinions on the appraisal report.

(VI) At the request of a party, or where the arbitral tribunal considers it necessary, the appraiser shall be notified to attend the hearing. With the permission of the

arbitral tribunal, the parties may question the appraiser.

Article 42 Experts Appointed by the Parties

(I) The parties may at their own discretion retain experts with the appropriate qualifications to provide expert opinions on the factual or legal issues of the case.

(II) The arbitral tribunal has the power to require the experts appointed by each party to jointly hold an expert meeting before the hearing to submit written opinions on the matters on which they have reached a consensus, the matters on which they have not reached a consensus and the corresponding reasons.

(III) Either party may require an expert appointed by the other party to appear in hearing to give explanations and clarifications on the opinions submitted.

Article 43 Expert Appointed by Arbitral Tribunal

(I) At the request of a party and with the consent of the arbitral tribunal or if the arbitral tribunal considers it necessary, the arbitral tribunal may consult one or more experts on specialized issues relating to the case, and the experts may issue advisory opinion(s) thereon. The arbitral tribunal may also decide to engage experts to conduct audit, evaluation, testing or consultancy and provide expert opinion(s).

(II) The parties are obliged to provide the expert with any relevant materials or to facilitate the expert's on-site investigation.

(III) The arbitral tribunal may require the experts to attend the hearing to explain and clarify their opinion(s) on the specialized issues of the case.

(IV) The parties shall pay in advance the costs of the expert(s) within the time limit in accordance with such proportions as agreed by them or decided by the arbitral tribunal. Where the parties fail to pay in advance the costs of the expert(s), the application shall be deemed to have been withdrawn or the parties shall bear the corresponding legal consequences.

Article 44 Examination and Assessment of Evidence

(I) Where an oral hearing is to be held, evidence exchanged between the parties

prior to the hearing shall be produced for examination during the hearing. Evidence that the parties have accepted during the exchange of evidence and that has been recorded in the case file may, after the arbitral tribunal has explained this at the hearing, be relied on directly as a basis for finding the facts without being produced.

(II) Where evidence is produced by any party during or after the hearing and the arbitral tribunal decides to admit the evidence without holding any further hearings, the arbitral tribunal may require the parties to submit written comments on such evidence within a specified period of time.

(III) The arbitral tribunal shall assess the evidence. It shall decide whether to admit the witness testimonies, appraisal reports or expert opinion(s).

(IV) A party that neither acknowledges nor denies a fact claimed by the other party which is unfavorable to the party itself, but does not expressly confirm or deny it after full explanation and inquiry by the arbitral tribunal, is deemed to have acknowledged that fact.

(V) The facts and evidence that are unfavorable to the party itself and have been admitted by the party in the application for arbitration, defense, statements and other written opinions shall be confirmed by the arbitral tribunal. Where a self-admitted fact is inconsistent with an ascertained fact, the arbitral tribunal shall not confirm the self-admitted fact.

(VI) Where a party has in his power evidence and refuses to provide the said evidence without proper justification, when the party bearing the burden of proving a relevant fact makes a claim that the content of the said evidence, if produced, is adverse to the party having in his power the said evidence, such claim may be presumed to be established.

(VII) When the parties submit witness testimony, the witness shall appear to testify in accordance with the notice of the arbitral tribunal. With the permission of the arbitral tribunal, the parties may question the witnesses. The witness statement of

such witness who fails to appear without proper justification shall not be accepted as evidence to be relied on for ascertaining the facts of the case.

Article 45 Presentation of Arguments

The parties have the right to present arguments in the course of the arbitral proceedings.

Article 46 Closing Statements

Before the conclusion of the hearing, the arbitral tribunal shall invite closing statements from the parties, which may be presented either orally during the hearing or in writing within a period of time specified by the arbitral tribunal.

Article 47 Record of Oral Hearing

(I) The arbitral tribunal shall make a written record of the hearing.

(II) With the consent of the arbitral tribunal, the HIAC may record the hearing by audio or video. The audio or video recordings are for the exclusive use of the HIAC or the arbitral tribunal and shall not be disclosed to public.

(III) A party or any other participant in the arbitration may request the rectification of any omission or error in the written record of their oral statement. The request shall be recorded if the arbitral tribunal does not allow the rectification.

(IV) The arbitral tribunal, the case manager, the recorder, the parties and other participants in the arbitration shall sign or affix their seals on the written record.

(V) Where the parties or any other participant in the arbitration proceedings refuse to sign the hearing record, such refusal shall be recorded, and signed by the arbitrator(s) and the recorder.

Article 48 Withdrawal of Arbitration Application and Termination of the Case

(I) The Claimant may withdraw the application for arbitration. Where the respondent has raised a counterclaim, withdrawal of the application for arbitration shall not affect the determination of such counterclaim by the arbitral tribunal. The respondent may withdraw its counterclaim. Withdrawal of the counterclaim shall not

affect the determination of the Claimant's claim by the arbitral tribunal.

(II) Where the party withdraws its arbitration application, the withdrawal application shall be decided by the HIAC where the arbitral tribunal has not been constituted or by the arbitral tribunal if it has been constituted.

(III) Except for the circumstances above and Paragraph (VI) of Article 11 of the Rules, where it becomes unnecessary or impossible to continue the arbitral proceedings for any reason, the HIAC or the arbitral tribunal, may decide to terminate the case.

(IV) Where a party concerned withdraws the arbitration application before the composition of the arbitral tribunal, the HIAC shall refund the case acceptance fee collected in advance; where a party concerned withdraws the arbitration application after the composition of the arbitral tribunal, the HIAC shall, based on the actual circumstances, refund part of the case acceptance fee and case handling fee collected in advance.

Article 49 Settlement and Mediation

(I) During the arbitral proceedings, the parties may settle by themselves.

(II) Upon the request of or with the consent of the parties, the arbitral tribunal may conduct mediation during the arbitral proceedings.

(III) Where a party applies for a third party to participate in the mediation and the other party and that third party agree, the arbitral tribunal may, in accordance with the Rules, notify the third party to participate in the mediation.

(IV) The arbitral tribunal may conduct the mediation in appropriate manners.

(V) During the process of mediation, if a party proposes to terminate the mediation or if it fails, the process shall cease.

(VI) Where the parties wish to mediate but do not wish the mediation to be conducted by the arbitral tribunal, they may jointly apply for a suspension of the proceedings and apply for mediation to the Hainan International Arbitration Court

International Commercial Mediation Center.

(VII) Where a settlement agreement is reached by the parties themselves, the parties may withdraw the claim or counterclaim, or request the arbitral tribunal to render a Statement of Mediation or an arbitral award in accordance with the terms of the settlement agreement.

(VIII) Where the parties have reached a mediation agreement, the arbitral tribunal shall render a Statement of Mediation or an award based on the outcome of the agreement. The mediation agreement that is capable of being immediately performed or for which the parties concerned state that it is not necessary to render a Statement of Mediation or an award shall be recorded in the written record, and the written records shall become legally effective after being signed or sealed by the parties concerned, arbitrators and case manager.

(IX) Where the contents of the settlement agreement or mediation agreement reached by the parties are beyond the scope of the claim, it shall be permitted, provided that it shall not prejudice public interest or a third party's legitimate rights and interests. The HIAC or the arbitral tribunal shall have the right to request the parties to make a statement to warrant the legality and authenticity of the settlement agreement or the mediation agreement and the relevant transactions and request the parties to undertake not to prejudice public interest or a third party's legitimate rights and interests. Where the arbitral tribunal considers that the contents of the settlement agreement or the mediation agreement prejudices public interest or a third party's legitimate rights and interests and the parties refuse to modify the contents, the arbitral tribunal may reject the parties' application for a Statement of Mediation or arbitral award made in accordance with the contents of the settlement agreement or mediation agreement.

(X) The Statement of Mediation shall state the claim and the terms of the resulting settlement agreement reached by the parties. It shall be signed by the arbitrators and

sealed by the HIAC. The Statement of Mediation shall become legally binding once it has been signed for by both parties.

(XI) Where a party reneges on the mediation before the Statement of Mediation has been signed for by the parties, the arbitral tribunal shall promptly render an arbitral award.

(XII) If the mediation fails to lead to a settlement, neither party shall be permitted to adduce evidence of or to refer to or use any statements, opinions, views or proposals expressed by the other party or by the arbitral tribunal during the mediation in support of any claim, defense or counterclaim in the subsequent arbitral proceedings. The arbitral tribunal shall not base its award on the opinions expressed by the parties during the mediation.

Article 50 Arbitral Confirmation of Settlement or Mediation Agreements

(I) Where the parties have reached a settlement or mediation agreement before applying for arbitration, they may apply to the HIAC for arbitration in accordance with the arbitration agreement providing for the jurisdiction of the HIAC and request a Statement of Mediation or an award in accordance with the terms of that agreement. Unless otherwise agreed by the parties, the Chairman shall appoint a sole arbitrator to hear the case.

(II) The HIAC or the arbitral tribunal shall have the right to request the parties to make a statement to warrant the legality and authenticity of the settlement agreement or the mediation agreement and the relevant transactions and request the parties to undertake not to prejudice public interest or a third party's legitimate rights and interests.

(III) Where the arbitral tribunal has reasonable doubts as to the legality or authenticity of the settlement or mediation agreement, or considers that issuing a Statement of Mediation or an award in accordance with its terms may prejudice the interests of a third party or public interest, and the parties refuse to amend the

agreement, the arbitral tribunal must reject the parties' request for a Statement of Mediation or an award in accordance with the terms of that agreement.

Article 51 Decisions on Procedural Matters

(I) Any decision of an arbitral tribunal comprising 3 arbitrators shall be made by a majority of the arbitrators. If the arbitral tribunal fails to reach a majority decision, the decision of the Presiding Arbitrator shall prevail.

(II) The Presiding Arbitrator may, with the consent of the parties or with the authorization of the arbitral tribunal, decide upon procedural matters.

Article 52 Opinions of the Expert Advisory Committee

Before the arbitral award is rendered, the case may be submitted to the HIAC's Expert Advisory Committee for discussion and opinions for the arbitral tribunal's reference in any of the following circumstances:

(I) Where the arbitration case has a significant social impact;

(II) Where the arbitral tribunal has a material difference of opinion;

(III) Where the Chairman deems it necessary.

Article 53 Time Limit for Making the Award

(I) The arbitral tribunal shall render the award within 4 months from the date of its constitution. If there are special circumstances justifying an extension to this period, the Chairman may approve an extension at the request of the Presiding Arbitrator.

(II) The above periods shall not include the period during which the arbitration proceedings are suspended and the period during which the specialized issues are audited, evaluated, appraised and tested, as well as the period during which the arbitral tribunal conducts mediation between the parties or the period allowed by the arbitral tribunal, at the written request of both parties, for the parties to settle between themselves outside the arbitral proceedings.

(III) The time limit for hearing the case shall be recalculated where, during the proceedings, a party amends or adds claims or brings a counterclaim, addition of

contracts, consolidation of arbitral proceedings, a third party is joined as a party to the case, an arbitrator is replaced, or any other circumstance arises that requires recalculation of that time limit.

Article 54 Scrutiny of Draft Award

The arbitral tribunal shall submit its draft award to the HIAC for scrutiny before signing. The HIAC may suggest amendment(s) as to the form of the draft award and may also draw the attention of the arbitral tribunal to the substantive issues without affecting the independence of the arbitral tribunal in making the award.

Article 55 Making the Award

(I) The arbitral tribunal may conduct its deliberation at any place it deems appropriate and may also conduct its deliberation, if necessary, by such means as video, correspondence and electronic data messages.

(II) The award of an arbitral tribunal comprising 3 arbitrators shall be made by a majority of the arbitrators. The dissenting opinion of the minority arbitrator may be entered into the record. If the arbitral tribunal fails to reach a majority decision, the award shall be made in accordance with the opinion of the Presiding Arbitrator.

(III) The award shall state the claim, the facts in dispute, the reasons for the award, the dispositions (including the determination of arbitration fees), and the date of the award. The arbitral tribunal shall not be required to state the facts in dispute or the reasons for the award if the parties so agree.

(IV) The award shall be signed by the arbitrator(s). A dissenting arbitrator may choose whether or not to sign the award. An arbitrator who elects not to sign the award shall issue a dissenting written opinion. The dissenting opinion shall not form part of the award. An arbitrator’s electronic signature shall have the same effect as a handwritten signature.

(V) The arbitral award is rendered once it has been signed by the arbitrator(s) and the HIAC’s seal has been affixed to it.

(VI) An award shall have legal effect on the date it is rendered.

Article 56 Interim Award

(I) Where the arbitral tribunal considers it necessary, or where a party so requests and the arbitral tribunal agrees, the arbitral tribunal may, before rendering the final award, render an interim award on any procedural issues or substantive issues.

(II) The rendering of an interim award and whether or not an interim award is complied with does not affect the continuation of the arbitral proceedings or the rendering of a final award by the arbitral tribunal.

Article 57 Partial Award

Where the arbitral tribunal considers it necessary, or where a party so requests and the arbitral tribunal agrees, the arbitral tribunal may, before rendering the final award, render a partial award on any part of the claim. A partial award is final and binding upon the parties. Where the parties have reached a mediation agreement on part of the dispute, the arbitral tribunal may, upon the application of both parties, render a Statement of Mediation in respect of that part.

Article 58 Early Dismissal Procedure

(I) A party may apply for early dismissal of all or part of a claim or counterclaim on the ground that the claim or counterclaim is manifestly without legal merit (an "Application for Early Dismissal").

(II) An Application for Early Dismissal shall be made in writing. The application shall state the relevant facts, its legal basis, and the reasons why it is necessary to initiate the procedure. Unless otherwise directed by the arbitral tribunal, the application shall be made no later than the submission of the Statement of Defense or the Statement of Defense to Counterclaim. The application shall not prevent the arbitral tribunal from continuing the arbitral proceedings.

(III) The arbitral tribunal shall safeguard each party's right to present its views fully and may, as appropriate, require the parties to submit additional explanations and

supporting materials. Where both parties jointly request an oral hearing, the arbitral tribunal shall hold an oral hearing.

(IV) The arbitral tribunal shall decide whether to accept an Application for Early Dismissal within 10 days from receipt. If it accepts the application, the arbitral tribunal shall make a reasoned decision or award within 45 days from acceptance. In special circumstances, that period may be appropriately extended with the Chairman's approval at the request of the Presiding Arbitrator.

(V) A decision or award granting an Application for Early Dismissal in whole or in part shall not prevent the arbitral tribunal from continuing to hear other claims or counterclaims.

Article 59 Dismissal of Fraudulent Arbitration Claims

Where a party and its representatives unilaterally fabricate material facts in applying for arbitration, or where the parties collude in bad faith, in an attempt to use arbitration to prejudice State interests, public interest or another person's lawful rights and interests, the arbitral tribunal shall dismiss the corresponding claims.

Article 60 Determination of Costs in the Award

(I) The arbitral tribunal has the power to determine in the arbitral award, the arbitration fees and costs actually incurred which shall finally be borne by the parties in accordance with Article 67 of the Arbitration Law and Paragraph (III) of Article 55 of the Rules, and to make an award that a party shall pay the amount of costs for which he shall be responsible directly to the other party who has advanced the cost.

(II) In principle, the arbitral tribunal shall determine the proportion of arbitration fees to be borne by each party on the basis of the extent of liability and the extent of success in the claim of the parties.

(III) Where a party contravenes the principle of good faith arbitration as provided herein or fails to comply with the requirements for proof imposed by the arbitral

tribunal, or engages in other similar conduct, and such conduct results in increased arbitration costs, the arbitral tribunal has the right to determine that the party shall bear a reasonable proportion of the costs based on its conduct.

(IV) Where the parties reach settlement by themselves or the case is settled upon mediation by the arbitral tribunal, the parties may determine the allocation of arbitration fees through negotiation.

(V) The arbitral tribunal has the power to award, at the request of a party, reimbursement by the responsible party of the reasonable costs incurred by the other party in conducting the case.

(VI) Where a party claims its legal costs and provides the relevant evidence, the arbitral tribunal may, at its discretion, uphold the claim in whole or in part, having regard to factors including the extent of the liability and the extent of success in the claim of the parties, the circumstances under which the lawyer's fees are charged, the complexity of the case, the amount in dispute and the parties' conduct.

Article 61 Correction of the Award and Additional Award

(I) The arbitral tribunal shall make correction for any clerical error and any computational error and any claim presented by a party in the arbitration having been decided by the arbitral tribunal as expressed in the views of the arbitral tribunal in the award but omitted in the dispositions. In the event that any claim presented by a party in the arbitration is omitted from the award, the arbitral tribunal shall render an additional award.

(II) Upon discovering the existence of any of the circumstances described in Paragraph (I) of this Article, a party may, within 30 days of the date of receiving the award, request in writing that the arbitral tribunal correct the award or render an additional award.

(III) Any correction made or additional award rendered by the arbitral tribunal shall form part of the original arbitral award.

Article 62 Use of Decision Notice

The HIAC or the arbitral tribunal shall issue a decision notice in any of the following circumstances:

(I) Determination of whether an arbitration agreement exists, of its validity, or of jurisdiction over the case;

(II) Deciding on the challenge of an arbitrator;

(III) Suspension of the arbitral proceedings;

(IV) Permission of or deemed withdrawal of an arbitration application or a counterclaim;

(V) Terminating an arbitration case;

(VI) Dismissing an application for arbitration;

(VII) Other matters.

Article 63 Correction of Statement of Mediation and Decision Notice

The provisions of Article 61 on the correction of awards shall apply to the correction of the Statement of Mediation and the decision notice.

Article 64 Re-arbitration

(I) Where the People's Court issues a notice of re-arbitration, the arbitral tribunal shall decide whether to re-arbitrate the case within the time limit specified by the People's Court and the HIAC shall notify the People's Court of the decision. Where the arbitral tribunal is unable to perform the duties on re-arbitration, the HIAC shall decide whether to re-arbitrate and inform the People's Court.

In the case of re-arbitration, the HIAC shall notify the parties concerned within 5 days. If both parties unanimously request the arbitrator to withdraw from the case, such arbitrator shall be replaced. Where the arbitral tribunal is unable to perform the duties on re-arbitration, the HIAC shall decide to recompose a new arbitral tribunal.

(II) The arbitral tribunal shall determine the scope of re-arbitration according to the causes notified by the People's Court.

(III) It is for the arbitral tribunal to decide whether to hold a hearing. Notice of hearing date is not subject to the 5-day time limit. Where the parties do not present new facts or evidence and the arbitral tribunal considers that an oral hearing is unnecessary, it may conduct the arbitration on paper. Where an arbitrator has been replaced and both parties jointly request an oral hearing, the arbitral tribunal shall hold an oral hearing.

(IV) Where the People's Court issues a notice of re-arbitration in respect of arbitration, the parties concerned may not challenge the jurisdiction in respect of the arbitration.

(V) The re-arbitration award shall replace the original award, and the parties shall perform the award of re-arbitration.

(VI) No arbitration fee shall be charged for re-arbitration. However, where the cause of re-arbitration is attributable to the party or parties, the HIAC has the right to inform the party or parties to pay in advance the arbitration fee and make the final award on the liability for the arbitration fee.

Chapter 6 Expedited Procedure

Article 65 Application of the Expedited Procedure

(I) Unless otherwise agreed by the parties, the expedited procedure set out in this Chapter (the "Expedited Procedure") shall apply if the amount in dispute does not exceed RMB 3,000,000 or the arbitration fee is charged by a fixed sum.

(II) The parties may also agree or consent to apply the Expedited Procedure where the amount in dispute exceeds RMB 3,000,000. In such a case, the arbitration fees shall be appropriately reduced.

(III) If the parties agree to apply the ordinary procedure when the amount in dispute does not exceed RMB 3,000,000 or the arbitration fee is charged by a fixed sum, they shall bear any resulting additional arbitration fees.

(IV) In cases where there is no amount in dispute or where the amount in dispute is

unclear, the HIAC shall decide whether to apply the Expedited Procedure according to the complexity of the case, the magnitude of the interests involved and other relevant factors.

Article 66 Defense and Counterclaim

Within 10 days of receipt of the Notice of Arbitration, the respondent shall submit to the HIAC its Statement of Defense, together with any relevant supporting documents. Where the respondent makes a counterclaim, it shall submit a written application before the conclusion of oral argument at the first hearing; where the arbitration is conducted on paper, the written counterclaim application shall be submitted within 10 days of receipt of the Notice of Arbitration. The decision on whether to accept a counterclaim shall be made by the HIAC where the arbitral tribunal has not been constituted or by the arbitral tribunal if it has been constituted.

Article 67 Composition of the Arbitral Tribunal

(I) An arbitration conducted in accordance with the Expedited Procedure shall be heard by a sole arbitrator.

(II) Within 10 days of receipt of the Notice of Arbitration, the parties shall jointly nominate, or jointly request the Chairman to appoint, a sole arbitrator from the Panel. The sole arbitrator may be selected in the manner prescribed by item (b) of Paragraph (IV) of Article 25.

If the parties fail jointly to nominate a sole arbitrator or request the Chairman to appoint a sole arbitrator within the specified period, the Chairman will appoint the sole arbitrator.

Article 68 Notice of Hearing

(I) Where an oral hearing is to be held, the arbitral tribunal shall notify the parties of the date and hearing place at least 3 days in advance.

(II) Hearing the case by way of oral hearing, it shall hold one hearing only in principle. Where necessary, however, the arbitral tribunal may decide to hold further

hearings. Notification of the date and place of any further hearing shall not, however, be subject to the 3-day time limit under Paragraph (I) of this Article.

Article 69 Conversion of the Expedited Procedure

(I) Proceedings under the Expedited Procedure shall not be affected by reason of any amendment to the claim, the submission of a counterclaim or any amendment causing the amount in dispute to exceed RMB 3,000,000. Where a conversion of Expedited Procedure into ordinary procedure is necessary, it shall be decided by the Chairman.

(II) In the event of conversion of proceedings from the Expedited Procedure into the ordinary procedure, the parties shall, within 5 days of receipt of a notice of the conversion of the procedure ("Notice of Conversion of Procedure"), respectively nominate or respectively request the Chairman to appoint one arbitrator each in accordance with the Rules. Unless otherwise agreed by the parties, the sole arbitrator originally appointed shall become the Presiding Arbitrator of the arbitral tribunal.

(III)The reconstituted arbitral tribunal shall decide whether the previous proceedings shall be repeated. The case shall not apply the Expedited Procedure after the arbitral tribunal is recomposed.

Article 70 Time Limit for Making the Award

The arbitral tribunal shall make its award within 2 months from the date of its constitution. If there are special circumstances justifying an extension of this period, the Chairman may approve an appropriate extension of time at the request of the arbitral tribunal.

Article 71 Applicability of the other Provisions of the Rules

In respect of matters not provided for in this Chapter, other relevant provisions of the Rules shall apply.

Chapter 7 Special Provisions for International Commercial Arbitration

Article 72 Scope of Application of this Chapter

(I) Unless otherwise agreed by the parties, the provisions of this Chapter shall apply to international commercial arbitration. In respect of matters not provided for in this Chapter, the other relevant provisions of the Rules shall apply.

A commercial case involving any one of the following circumstances may be regarded as an international commercial case in this Chapter:

(a)One or both parties are foreigners, stateless persons, foreign enterprises or foreign organizations;

(b)One or both parties have their habitual residence outside the territory of the People's Republic of China;

(c)The subject matter in dispute is outside the territory of the People's Republic of China;

(d)Legal facts that create, change, or terminate the commercial relationship have taken place outside the territory of the People's Republic of China;

(e)Any other circumstances in which the case may be regarded as an international commercial case.

(II) For arbitration cases involving the Hong Kong Special Administrative Region ("SAR"), the Macao SAR and the Taiwan Region, the provisions of this Chapter shall apply mutatis mutandis.

(III) Where the parties have disputes over whether the case involves international elements or elements of Hong Kong SAR, Macao SAR or the Taiwan Region, the HIAC shall make a decision before the composition of the arbitral tribunal, and the arbitral tribunal shall make a decision after its composition. The decision of the arbitral tribunal shall not affect the arbitration proceedings which have already taken place.

Article 73 Defense and Counterclaim

Within 30 days of receipt of the Notice of Arbitration, the respondent shall submit to the HIAC its Statement of Defense, together with any relevant supporting

documents. Where the respondent makes a counterclaim, it shall submit a written application before the conclusion of oral argument at the first hearing; where the arbitration is conducted on paper, the written counterclaim application shall be submitted within 30 days of receipt of the Notice of Arbitration. The decision on whether to accept a counterclaim shall be made by the HIAC where the arbitral tribunal has not been constituted or by the arbitral tribunal if it has been constituted.

Article 74 Composition of the Arbitral Tribunal

(I) Where the parties have a particular agreement on the qualifications of the arbitrators, such as nationality, region or profession, such agreement shall prevail.

(II) Within 30 days of receipt of the Notice of Arbitration, the parties shall, pursuant to the provisions of Article 24, 25 and 67 nominate or request the Chairman to appoint their arbitrators and jointly nominate or jointly request the Chairman to appoint the Presiding Arbitrator.

(III) Where the parties fail to nominate or request the Chairman to appoint their arbitrators or the Presiding Arbitrator in accordance with those provisions, the arbitrators or the Presiding Arbitrator shall be appointed by the Chairman.

Article 75 Interim Measures

(I) Upon the application of a party, the arbitral tribunal may order any interim measures it deems appropriate to the extent permitted by the law of the seat in accordance with the applicable procedural law or the agreement of the parties. An order for interim measures may take the form of a decision of the arbitral tribunal, an interim award, or any other form permitted by the applicable law. Where necessary, the arbitral tribunal may require the party requesting the interim measures to provide appropriate security.

(II) The parties may also directly apply for interim measures to the People's Court with jurisdiction in accordance with relevant laws.

Article 76 Emergency Arbitrator

(I) Before the composition of the arbitral tribunal, a party requiring urgent interim relief may submit to the HIAC an application for emergency arbitrator proceedings in accordance with the applicable law or the agreement of the parties. The HIAC shall decide whether to approve the application.

(II) An application for emergency arbitrator proceedings shall be accompanied by the following materials:

(a) an application stating:

(i) basic information about the parties and their representatives;

(ii) the underlying dispute giving rise to the application and the reasons for seeking urgent interim relief;

(iii) the specific urgent interim relief sought and the reasons why the applicant is entitled to that relief;

(iv) an effective means of service on the party against whom the urgent interim relief is sought;

(v) the applicant's views on the applicable law, seat of arbitration and language of the emergency arbitrator proceedings; and

(vi) any other necessary particulars;

(b) the evidence and other supporting documents on which the application is based, including, but not limited to, the arbitration agreement and the agreements giving rise to the underlying dispute.

(III) The costs of emergency arbitrator proceedings shall be dealt with as follows:

(a) Where the HIAC agrees to appoint an emergency arbitrator, the applicant shall pay the corresponding costs of the emergency arbitrator proceedings in advance.

(b) Where required by the case, the HIAC may require the applicant to advance additional reasonable expenses actually incurred.

(c) Failure to pay the costs in advance within the period notified by the HIAC shall be deemed a withdrawal of the application.

(d) The emergency arbitrator shall determine in the decision the proportion of the costs of the emergency arbitrator proceedings to be borne by each party, without prejudice to the arbitral tribunal's power, at a party's request, to make a final determination of their allocation.

(e) If the emergency arbitrator proceedings terminate before a decision, order or award is made, the HIAC may determine the amount of those costs to be refunded to the applicant.

(IV) The Chairman shall appoint an emergency arbitrator on the Panel within 2 days from the date on which the applicant has paid in advance the costs of the emergency arbitrator proceedings. The appointment shall be notified to the parties in writing.

(V) The emergency arbitrator shall disclose to the HIAC any circumstances that may give rise to justifiable doubts as to his/her impartiality or independence. Where a party wishes to challenge an emergency arbitrator, the challenge shall be made within 2 days from receipt of the written appointment notice of the emergency arbitrator and disclosure thereof. If a party fails to challenge within the above time limit, it shall not subsequently challenge the emergency arbitrator on the basis of matters disclosed by the emergency arbitrator.

(VI) An emergency arbitrator shall consider the application for interim measures in such manner as he or she deems appropriate and shall ensure that the parties have a reasonable opportunity to present their cases.

(VII) The emergency arbitrator shall issue a reasoned decision, order or award within 15 days after his or her appointment. Such decision, order or award shall be sent to the parties after being signed by the emergency arbitrator and affixed with the seal of the HIAC. Under special circumstances, the time limit can be extended with the reasons being given to the HIAC, and the HIAC shall decide whether or not to approve such an extension.

(VIII) Where a party objects to a decision, order or award made by the emergency

arbitrator, it may apply to the emergency arbitrator for an amendment to or the suspension or revocation of such decision, order or award within 3 days of receipt of such decision, order or award. The emergency arbitrator will decide whether to approve such application.

(IX) Unless otherwise agreed by the parties, the emergency arbitrator shall not subsequently act as an arbitrator in the proceedings to which the application for interim measures relates.

(X) Any decision, order or award made by an emergency arbitrator will not be binding upon the arbitral tribunal. The arbitral tribunal may amend, suspend or revoke such a decision, order or award.

(XI) A decision, order or award made by the emergency arbitrator in the above proceedings shall cease to have effect in any of the following circumstances:

(a) the emergency arbitrator or the arbitral tribunal revokes the decision, order or award;

(b) the Chairman decides that the emergency arbitrator shall withdraw;

(c) the arbitral tribunal has made its final award, unless it determines that the decision, order or award shall remain in effect;

(d) the applicant withdraws all its claims before the award is made; or

(e) the arbitral tribunal is not constituted within 90 days after the decision, order or award is made, unless that period is extended by agreement of the parties or by the Chairman in appropriate circumstances.

Article 77 Third Party Funding

(I) A party receiving third-party funding shall, when submitting its Statement of Application, Statement of Defense or application for emergency arbitrator proceedings, disclose in writing to the HIAC or the arbitral tribunal and to all other parties:

(a) the fact of third-party funding and the financial interests involved;

(b) basic information about the third-party funder, including, but not limited to, its identity and contact details; and

(c) where the arbitral tribunal has been constituted, whether there is any conflict of interest between the third-party funder and any arbitrator.

(II) The arbitral tribunal may, if it considers necessary, require the funded party to disclose further relevant information.

(III) Where a party enters into a third-party funding agreement after submitting its Statement of Application, Statement of Defense or application for emergency arbitrator proceedings, it shall disclose in writing the information specified in Paragraph (I) of this Article within 7 days after entering into that agreement.

(IV) Where a previously disclosed third-party funding agreement is amended, the funded party shall disclose the amendment in writing within 7 days after it is made.

(V) Where a third-party funding arrangement exists, Articles 27 and 28 of the Rules shall apply mutatis mutandis to disclosure by and challenges to arbitrators.

(VI) After the composition of the arbitral tribunal, no party shall enter into a third-party funding agreement that may give rise to a conflict of interest concerning an arbitrator. In such circumstances, the arbitral tribunal may make a decision including, but not limited to, requiring that party to withdraw from the third-party funding agreement within a specified period.

(VII) Where a party fails to comply with any disclosure obligation under this Article or any decision of the arbitral tribunal, the arbitral tribunal may take appropriate measures, including, but not limited to, taking the aforementioned conduct into account in determining the apportionment of arbitration fees and other related costs, or drawing such adverse inferences as it deems appropriate.

(VIII) The funded party may disclose confidential information to its funder, which shall be bound by the same confidentiality obligations.

(IX) The tribunal may take third-party funding into account in deciding applications

for security for costs.

Article 78 Notice of Hearing

(I) The arbitral tribunal shall notify the parties of the date and place of the oral hearing 15 days in advance of the oral hearing. With the consent of the parties, the oral hearing may be held earlier. A party having justified reasons may request a postponement of the oral hearing in writing at least 10 days in advance of the oral hearing. The arbitral tribunal shall decide whether to postpone the oral hearing.

(II) A notice of the subsequent oral hearing and a postponed oral hearing shall not be subject to the time limit of 15 days.

Article 79 Rules of Evidence

(I) Where the parties have an agreement on the evidence rules, the parties' agreement shall prevail, unless the agreement cannot be implemented or is in conflict with the mandatory provisions of the laws applicable to the arbitral proceedings.

(II) Where the parties have not agreed on the rules of evidence, the arbitral tribunal shall have the power to determine the adoption of the evidence rules formulated by other institutions according to the circumstances of the case.

Article 80 Record of Oral Hearing

(I) Upon a joint request by both parties, or a request by one party and an approval by the arbitral tribunal, the HIAC may engage one or more stenographers for the arbitral tribunal to make a stenographic record of the oral hearing, the cost of which shall be paid by both parties evenly.

(II) The stenographic record made by a stenographer may be provided to the parties.

(III) The arbitral tribunal may make a written record of the hearing or minutes of its main points. The minutes may be signed or sealed by the parties and other participants in the arbitration.

Article 81 Mediation

(I) The arbitral tribunal may conduct mediation with the consent of both parties.

(II) If the mediation fails and is terminated and both parties apply to replace the arbitrator(s) on the ground that the outcome of the arbitration may be affected by the mediation, the Chairman shall decide whether to replace the arbitrator(s); where the Chairman approves the replacement, the additional costs thereby incurred shall be borne by both parties.

(III) Article 49 of the Rules shall apply mutatis mutandis to matters not covered by this Article.

Article 82 Arbitration Ex Aequo Et Bono

Where the parties agree in the arbitration agreement or a unanimous request is made in writing during the arbitral proceedings, the arbitral tribunal may conduct arbitration as amiable compositeur or ex aequo et bono.

Article 83 Time Limit for Making the Award

The arbitral tribunal shall make an arbitral award within 6 months or 3 months under Expedited Procedure from the date on which the arbitral tribunal is composed. If special circumstances warrant extension of the time limit, the Chairman may approve an extension at the request of the Presiding Arbitrator or the sole arbitrator.

Article 84 Applicable Law

(I) The parties may agree on the laws and rules applicable to the arbitration agreement, the arbitral proceedings and the merits of the case, unless their agreement contravenes mandatory provisions of the law of the seat of arbitration or cannot be implemented. In the absence of such agreement, the arbitral tribunal may determine the appropriate law in light of the circumstances of the case.

(II) In any circumstance, the arbitral tribunal shall make an arbitral award in accordance with the terms of the contract and taking into consideration the relevant trade usages.

Chapter 8 Period of Time and Service

Article 85 Reckoning Period of Time

(I) A period of time specified in or determined under the Rules shall be calculated from the day following the commencing date of a period of time. The first day of the period shall not be counted toward the period.

(II) Public holidays and non-business days within the period of time concerned are included in the calculation of the period. If the last day of the relevant period of time is a public holiday or a non-business day, the period of time shall expire on the first following business day.

(III) A period of time shall not include the delivery time. The arbitration documents, notices or materials dispatched before the expiry of the period of time shall be deemed to be submitted within the period of time.

(IV) If a party defaults on complying with a time limit by reason of force majeure events or other justified grounds, the party may apply for an extension of time within 10 days after the circumstances causing the non-compliance have ceased to exist. The application shall be decided by the HIAC where the arbitral tribunal has not been constituted or by the arbitral tribunal if it has been constituted.

Article 86 Service

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

(II) In the absence of an agreement on the means of service or where such agreement is ambiguous, arbitration documents, notices, materials and other arbitration communications may be served on a party or its representative in person, by post or courier, or by other reasonable means. They may also be served through the HIAC's online arbitration platform, email, text message, instant messaging tools or other means of electronic data exchange.

Where the party being served refuses to sign or affix its seal to acknowledge receipt of the arbitration documents, notices, and materials etc. served in person, the service

by leaving the rejected legal documents at the place of abode shall apply.

(III) The arbitration documents, notices, materials and other arbitration communications, sent by the HIAC to the parties concerned or their representative shall be deemed to have been served under any of the following circumstances:

(a) where service is effected in person, by post or courier, or by other reasonable means, delivery to the place of business, place of registration of incorporation, place of residence, address indicated on household registration, address indicated on the identification card, address confirmed with the HIAC orally or in writing, any effective address for external use, or address provided in the parties' agreements shall be deemed valid service;

(b) where service is effected through the HIAC's online arbitration platform, email, text message, instant messaging tools or other means of electronic data exchange, the arbitration communications enter the addressee's designated system or, if no system has been designated, any system of the addressee;

(c) Where none of the places specified in item (a) of this Paragraph can be found after reasonable enquiry, delivery by post, courier or by any other means which provides a record of delivery to the last known correspondence address of the party being served;

(IV) The parties shall provide accurate addresses and means of service and shall promptly notify the HIAC or the arbitral tribunal in writing of any change. A party that refuses to provide such information, provides inaccurate information, conceals it, or fails promptly to notify a change shall bear the resulting difficulties in service and the corresponding legal consequences.

(V) The date of signature for receipt or return of the mail shall be the delivery date. If the party being served designates a designated system to receive electronic data, the time when the electronic data enters the designated system shall be deemed as the time of service. If no system is designated, the time when the electronic data first

enters any system of the addressee shall be deemed as the time of service.

(VI) The time of service shall be the earliest time at which the party being served is duly served by any of the foregoing means of service. Any dispute over the time of service shall be determined by the HIAC or the arbitral tribunal.

Chapter 9 Supplementary Rules

Article 87 Assistance in Ad Hoc Arbitration

(I) At the parties' request, the HIAC may assist them in conducting ad hoc arbitration under the arbitration rules they have agreed. Where the parties have not agreed on ad hoc arbitration rules, the arbitral tribunal shall formulate the specific arbitral procedure or determine the applicable ad hoc arbitration rules.

(II) The HIAC may provide the following assistance for ad hoc arbitration:

(a) Where the parties have designated the HIAC as the appointing authority for ad hoc arbitration, the HIAC may provide assistance by:

(i) determining the composition of the arbitral tribunal and the number of arbitrators;

(ii) appointing arbitrators or substitute arbitrators; and

(iii) deciding challenges to arbitrators.

(b) Whether or not the parties have designated the HIAC as the appointing authority, the HIAC may, at the request of the ad hoc arbitral tribunal, provide assistance in respect of:

(i) administration of receipts and payments of case-related costs, including, but not limited to, collecting arbitration fees and arranging payment of arbitrators' remuneration and expenses actually incurred;

(ii) hearing-related services, including, but not limited to, providing hearing rooms and facilities, providing videoconferencing facilities, and arranging translation or interpretation and stenographic reporting;

(iii) tribunal secretary services;

(iv) custody of case files; and

(v) other services.

(III) Where the HIAC provides assistance for ad hoc arbitration under this Article, it shall notify the parties to pay, within the specified period, the costs of ad hoc arbitration determined under the Hainan International Arbitration Court Rules for Assisting ad hoc Arbitration (Provisional). If the parties fail to pay those costs in advance as required by the HIAC, the HIAC may suspend all or part of its assistance and may deem the relevant request withdrawn.

(IV) At any time during the ad hoc arbitration, the parties may, with the agreement of all parties, apply in writing to convert the case into an institutional arbitration accepted by the HIAC.

(V) For matters not covered by this Article or by the Hainan International Arbitration Court Rules for Assisting ad hoc Arbitration (Provisional), the parties' agreement shall prevail, unless it cannot be implemented or conflicts with mandatory provisions of the law applicable to the arbitral proceedings.

Article 88 Use of Information Technology

(I) The HIAC or the arbitral tribunal may decide that all or part of the arbitral proceedings shall be conducted using information technology, unless a party expressly objects.

(II) Arbitral proceedings conducted using information technology shall have the same legal effect as proceedings conducted offline.

Article 89 Protection of Personal Information and Data Security

(I) The use of information technology in arbitration shall comply with the principles of security and reliability, fairness and efficiency, protection of rights and other relevant principles. The parties, their representatives and other participants in the arbitration shall comply with the relevant laws and regulations on cybersecurity, protection of personal information and data security.

(II) Where a party, its representative or any other participant in the arbitration

violates the relevant laws and regulations on cybersecurity, protection of personal information or data security, causing loss or additional expense to another party, the arbitral tribunal may make an award holding the party liable accordingly.

Article 90 Limitation of Liability

The HIAC and its staff, arbitrators, emergency arbitrators and relevant persons engaged by the arbitral tribunal in the course of the arbitration shall not incur any civil liability to any person in respect of any arbitration-related conduct under the Rules, including negligence, acts or omissions, and shall not be obliged to testify, unless otherwise provided by the law applicable to the arbitration.

Article 91 Application of Specialized Arbitration Rules

(I) Where the HIAC's specialized arbitration rules contain specific provisions, those provisions shall prevail. Matters not provided for in the specialized arbitration rules shall be governed by the Rules.

(II) Any dispute between the parties as to the application of specialized arbitration rules shall be decided by the HIAC.

Article 92 Time Limits

For the purpose of the Rules, "time limit" refers to the time within which the arbitration participants are required to do an act individually or jointly in the arbitral proceedings.

Article 93 Periods of Time

For the purpose of the Rules, "period(s) of time" refers to the duration of time which elapses from a particular point of time to another.

Article 94 Interpretation of the Rules

The Rules shall be interpreted by the HIAC. The headings of the articles in the Rules have guiding function only and shall not be used to interpret the meaning of the articles.

Article 95 Official Version of the Rules

The Chinese version, the English version and the version in any other language released by the HIAC are all official versions. In the event of any discrepancy or inconsistency between different versions, the Chinese version shall prevail.

Article 96 Implementation of the Rules

The Rules shall take effect on December 18, 2026. For cases accepted by the HIAC before the Rules came into effect, the edition of the Arbitration Rules in force at the time of such acceptance shall apply. However, the Rules may apply to such cases where the parties unanimously so agree.