
MODEL ARBITRATION CLAUSES

1. The following arbitration clause is recommended:

"Any dispute arising out of or in connection with this contract shall be finally settled by the Arbitral Tribunal at the Arbitration Court at the Confederation Lewiatan in Warsaw in accordance with the Rules of that Court in effect on the date of commencement of the proceedings."

The following provisions may be added to the arbitration clause: "The place of arbitration shall be [●]."* "The language of arbitration shall be [●]." "Service of documents during the course of arbitration shall be effected by electronic means only."

* If the place of arbitration is to be other place than Warsaw.

2. For contracts relating to the creative and cultural sector, i.e. in particular those related to the Internet, advertising, film, video, radio, television, computer and video games, software, music, architecture, the publishing market, the art and antiques market, design, fashion and art markets, the following arbitration clause is recommended:

"Any dispute arising out of or in connection with this contract shall be finally settled by the Arbitral Tribunal at the Arbitration Court at the Confederation Lewiatan in Warsaw in accordance with the Rules of that Court in effect on the date of commencement of the proceedings, taking into consideration provisions on the creative and cultural sector."

The following provisions may be added to the arbitration clause: "The place of arbitration shall be [●]."* "The language of arbitration shall be [●]." "Service of documents during the course of arbitration shall be effected by electronic means only."

* If the place of arbitration is to be other place than Warsaw.

GENERAL PROVISIONS

§ 1

ARBITRATION COURT AT THE POLISH CONFEDERATION LEWIATAN

1. The Arbitration Court at the Polish Confederation Lewiatan (hereinafter also referred to as the "Arbitration Court", "Lewiatan Court of Arbitration" or "Court" is a permanent court of arbitration. The seat of the Arbitration Court at the Polish Confederation Lewiatan is Warsaw.

2. The Arbitration Court at the Polish Confederation Lewiatan is an autonomous, independent and separate organisational entity of the Polish Confederation Lewiatan. The organisational structure of the Arbitration Court at the Polish Confederation Lewiatan is set out in detail in Appendix 1 to the Rules.

3. The Arbitration Court at the Polish Confederation Lewiatan administers the arbitration proceedings conducted under the Rules of the Arbitration Court at the Polish Confederation Lewiatan (the "Rules") and settled by Arbitral Tribunals appointed in accordance with the Rules.

4. The Arbitration Court at the Polish Confederation Lewiatan may administer *ad hoc* arbitration proceedings if the parties decide so.

5. In consideration of its services, the Arbitration Court at the Polish Confederation Lewiatan charges fees pursuant to the terms set out in the Tariff of Fees in effect on the date of commencement of proceedings.

§ 2

RULES OF THE ARBITRATION COURT. ARBITRAL TRIBUNAL.

1. The dispute shall be heard by the Arbitral Tribunal in accordance with the provisions of the Rules in effect on the date of the commencement of the proceedings, unless the parties decided otherwise.

2. The Arbitral Tribunal shall mean a sole arbitrator or all arbitrators appointed to hear and settle a specific dispute (the “Arbitral Tribunal”).

3. Unless otherwise agreed by the parties, in the event of any discrepancy between the provisions of the Rules in various language versions, the Polish version of the Rules shall prevail.

4. At the request of the Arbitral Tribunal or the Director of the Court, the President of the Arbitration Court shall issue an interpretation of a provision of the Rules in a given case. The applicant should take into account the interpretation issued by the President of the Arbitration Court.

§ 3

COMMENCEMENT OF THE PROCEEDINGS

Arbitration proceedings shall be commenced by the filing of either a request for arbitration or a statement of claim with the Arbitration Court.

§ 4

CONFIDENTIALITY

1. The Arbitration Court and the Polish Confederation Lewiatan, including their governing bodies and employees as well as the arbitrators, the parties and all other arbitration participants are obliged to keep confidential the very fact of the arbitration proceedings being conducted, the award, the orders and all documents filed or disclosed in the arbitration, as well as all information acquired in connection with the arbitration proceedings, unless the parties decided otherwise, disclosure of information is a statutory duty or serves to protect or assert rights, in particular to recognize, enforce or file an action to set aside an arbitral award in proceedings before a state court.

2. Publication of the contents of the award by the Lewiatan Court of Arbitration is admissible on condition of anonymity. The parties may object to the publication of the award within 14 days of its service. The absence of an objection within the time limit indicated above shall be deemed to be consent to the publication of the award.

§ 5

EXPEDITED PROCEDURE

1. If the amount in dispute does not exceed PLN 200,000.00, a dispute shall be settled in accordance with Appendix 3 to the Rules. However, the parties may agree to hear such a dispute without regard to Appendix 3 to the Rules, in particular agree that the dispute is to be settled by an Arbitral Tribunal composed of three arbitrators.

2. The parties may decide, no later than the filing of the answer to the submission commencing the proceedings, that the dispute shall be settled in expedited procedure even if the amount in dispute exceeds PLN 200,000.00.

ARBITRAL TRIBUNAL

§ 6

NUMBER OF ARBITRATORS AND THE MANNER OF THEIR APPOINTMENT

1. The parties may agree on the number of arbitrators or the manner of their appointment.
2. The President of the Arbitration Court may, within 7 days from the date of appointment of an arbitrator by any of the parties, a third party or the other arbitrators, raise an objection to his or her appointment if he or she considers that such arbitrator does not warrant the proper performance of his or her duties. In the event of an objection by the President of the Arbitration Court, the parties, a third party or the other arbitrators shall appoint another arbitrator within 7 days of the date of receipt of the objection. The power of the President of the Arbitration Court to raise an objection shall also be vested in him or her with respect to the newly appointed arbitrator. If the President of the Arbitration Court objects again, the arbitrator shall be appointed by the Nominating Committee within 14 days of the date of the President of the Arbitration Court's renewed objection. The power of the President of the Arbitration Court to raise an objection cannot be excluded by the parties. This power shall not apply to an arbitrator appointed by the Nominating Committee.
3. Unless the parties agreed otherwise, the determination of the number of arbitrators or the manner of their appointment shall be in accordance with the provisions below.
4. Subject to the expedited procedure, the dispute shall be settled by an Arbitral Tribunal composed of three arbitrators, unless the parties decided otherwise.
5. If the dispute is to be settled by three arbitrators, the claimant and the respondent shall appoint one arbitrator each. If either party fails to appoint an arbitrator in accordance with § 15 Sec. 1 point g or § 15 Sec. 3 point g in conjunction with § 17 Sec. 1 and § 18 Sec. 2 point d or § 18 Sec. 3 point d or waives the right to appoint an arbitrator in its submission, the arbitrator shall be nominated by the Nominating Committee. The presiding arbitrator shall be appointed by the party-appointed arbitrators. If no presiding arbitrator is appointed within 14 days following the notice to the second arbitrator of the appointment thereof, the presiding arbitrator shall be appointed by the Nominating Committee. In justifiable cases, the Director of the Court may extend the time limit for appointing the presiding arbitrator by a further 7 days.
6. If the dispute is to be settled by a sole arbitrator (either under the expedited procedure or under the ordinary procedure), and the parties do not jointly appoint a sole arbitrator within 7 days of the filing of the answer to the submission commencing the proceedings with the Lewiatan Court of Arbitration, the sole arbitrator shall be appointed by the Nominating Committee within a further 14 days. In justifiable cases, the Director of the Court may extend the time limit for appointing the sole arbitrator by the Nominating Committee by a further 14 days.
7. If the parties fail to jointly appoint the sole arbitrator, or the party-appointed arbitrators fail to appoint the presiding arbitrator within the time limit stipulated in Sec. 5-6, the Nominating Committee shall appoint the sole arbitrator or the presiding arbitrator in the following manner:
 - a. The Nominating Committee shall provide the parties or the arbitrators, bearing in mind Sec. 6, with a list of three candidates in alphabetical order.

- b. Each party or each arbitrator shall be entitled to delete no more than 2 candidates whose appointment they object. The parties or the arbitrators may submit the names of the undeleted candidates in the order of their preference.
 - c. The parties or the arbitrators shall return the list of candidates to the Nominating Committee within 7 days of the receipt thereof. If a party or an arbitrator fails to return the list in this period of time, they shall be presumed to have consented to all candidates.
 - d. The candidate who has not been deleted by any party or any arbitrator shall be appointed as the sole arbitrator or the presiding arbitrator.
 - e. If more than one candidate is undeleted, the Nominating Committee shall appoint the sole arbitrator or the presiding arbitrator from among the undeleted candidates, taking into consideration the preferences of the parties or the arbitrators.
8. In making a decision on the appointment of an arbitrator, the Nominating Committee shall take into consideration, in particular: (i) the nature of the dispute; (ii) experience in arbitration proceedings; (iii) the substantive law applicable to resolution of the dispute; (iv) the place and language of the arbitration; and (v) the citizenship, the habitual residence and other connections of the arbitrator with the countries of which the parties or the other arbitrators are citizens; (vi) the availability of the arbitrator.
9. In the event of a dispute which the parties have submitted to be settled taking into account the provisions concerning creative and cultural sector, the Nominating Committee shall appoint an arbitrator from the List of recommended arbitrators for the creative sector and culture on the terms set out above.
10. The term “citizenship” used in the Rules, shall mean the affiliation of an individual with a state, defined in accordance with the laws thereof and the location of the seat of a legal person or other organizational entity which, though devoid of legal personality, was granted legal capacity by statute.

§ 7 MULTIPLE PARTIES

1. Where there are multiple parties as claimant or as respondent, the multiple parties shall jointly, whether as claimant or respondent, appoint an arbitrator. If a multiple party, whether as claimant or respondent, fails to appoint the arbitrator, the Nominating Committee shall nominate the arbitrator for that party or it shall nominate the entire Arbitral Tribunal. § 6 Sec. 5-10 shall apply accordingly.
2. If the dispute is to be settled by a sole arbitrator, the multiple parties shall jointly, whether as claimant or respondent, appoint the sole arbitrator. If the parties fail to appoint a sole arbitrator, the sole arbitrator shall be nominated by the Nominating Committee in accordance with § 6 Sec. 6-10.

§ 8 QUALIFICATIONS OF ARBITRATORS

1. An arbitrator is, and shall remain throughout the entire arbitration proceedings, impartial and independent and shall observe the principles of ethics approved by the Arbitration Committee. In assessing the independence and impartiality of an arbitrator, the IBA Guidelines on Conflicts of Interest in International Arbitration shall apply as the minimum standard.
2. A person in relation to whom doubts exist as to his or her independence or impartiality or a person who lacks the qualifications specified in the arbitration agreement by the parties or who is not available for the duration of the proceedings may not accept his or her appointment as an arbitrator.

3. An arbitrator shall immediately submit to the Secretariat of the Arbitration Court an Arbitrator's Declaration, the contents of which are set out in Appendix 4 to the Rules, in which he or she declares that he or she is independent and impartial and discloses any circumstances that may rise doubts as to his or her impartiality or independence. The Secretariat shall send a copy of the Arbitrator's Declaration to the parties and to the other arbitrators electronically.
4. During the course of proceedings, an arbitrator should immediately notify the parties, the other arbitrators and the Director of the Court of the Arbitration Court of the occurrence of circumstances that may rise doubts as to his or her impartiality or independence, as well as of the loss of the qualifications necessary to act as an arbitrator.
5. If the parties to arbitration are citizens of different states, the sole arbitrator or the presiding arbitrator should be a citizen of a state other than the states of which the parties are citizens, unless the parties or the other arbitrators, after consultation with the parties, decided otherwise.

§ 9

LIST OF RECOMMENDED ARBITRATORS

1. The Lewiatan Court of Arbitration keeps a 'List of recommended arbitrators' and 'List of recommended arbitrators for the creative and cultural sector'.
2. For the adjudication of creative and cultural sector cases, the Lewiatan Court of Arbitration maintains a separate 'List of recommended arbitrators for the creative and cultural sector'.
3. Arbitrators, including the sole arbitrator and the presiding arbitrator, may be appointed from outside of the 'List of recommended arbitrators' and the 'List of recommended arbitrators for the creative and cultural sector'.
4. Any person having full capacity for legal acts may apply for inclusion in the 'List of recommended arbitrators' and in the 'List of recommended arbitrators for the creative and cultural sector'. The Arbitration Committee decides on entry into the List of recommended arbitrators and removal from the Lists. In deciding whether to include an arbitrator on the List, the Arbitration Committee shall take into account: (i) experience in the field of arbitration proceedings or other alternative dispute resolution methods; (ii) the occupation, (iii) publications, including in the field of arbitration, (iv) participation in conferences and training courses in the field of arbitration. The refusal of an entry on the List of recommended arbitrators shall be made without justification and shall be delivered to the applicant electronically. A renewed application for inclusion in the 'List of recommended arbitrators' and for the 'List of recommended arbitrators for creative and cultural sector' shall be admissible 6 months after the date of the refusal decision.
5. The 'List of recommended arbitrators' constitutes the list of arbitrators referred to in the previous versions of the Rules of the Arbitration Court.
6. The provisions relating to the 'List of recommended arbitrators' shall apply mutatis mutandis to the List of recommended arbitrators for the creative and cultural sector, except that the Arbitration Committee shall make an entry into the 'List of recommended arbitrators' for the creative and cultural sector at the request of the creative and cultural sector Panel.
7. The creative and cultural sector Panel recommends a candidate for inclusion on the 'List of recommended arbitrators for the creative and cultural sector' on the basis of the candidate's knowledge and professional experience in the field of the creative market, i.e. relating in particular to the Internet, advertising, film, video, radio, television, computer and video games, software, music, architecture, publishing market, art and antiques market, design, fashion market and related industries. The decision to recommend a candidate for inclusion requires the unanimity

of three members of the Panel for the creative and cultural sector.

8. The removal of an arbitrator from the 'List of recommended arbitrators' or the 'List of recommended arbitrators for the creative and cultural sector' shall take place in the event of: (i) death, (ii) loss of capacity for legal acts, or (iii) decision of the Arbitration Committee. The decision on the removal of an arbitrator shall be delivered to the removed arbitrator electronically. An arbitrator removed from the 'List of recommended arbitrators' or the 'List of recommended arbitrators for the creative and cultural sector' may, within 7 days from the date of service of the decision on removal, submit a request for justification of the decision on removal.

9. The 'List of recommended arbitrators' and the 'List of recommended arbitrators for the creative and cultural sector' shall be updated periodically (at least once every two years).

§ 10 CHALLENGE OF AN ARBITRATOR

1. An arbitrator may be disqualified at the request of any party if circumstances exist that give rise to justifiable doubts as to his or her impartiality or independence or if he or she does not possess the qualities or qualifications required by the parties.

2. A party may file a request for the disqualification of an arbitrator within 14 days of becoming aware of the circumstances listed in Sec. 1. The party that appointed the arbitrator may only request his or her disqualification due to reasons of which he or she became aware of after his or her appointment, but no later than within 14 days of becoming aware of them.

3. The request for the disqualification of an arbitrator should indicate the circumstances justifying the request and shall be submitted to the Arbitration Court electronically. The Director of the Court shall serve a copy of the request for the disqualification of an arbitrator on the opposing party, the arbitrator to whom the request applies and the other arbitrators electronically. These persons may take a position on the request in writing or electronically within 7 days of its service.

4. If, within 7 days of the arbitrator being served with a copy of the request for his or her disqualification, the arbitrator does not himself or herself step down, the request shall be decided by the Nominating Committee within 21 days of the submission of the request.

5. The Nominating Committee shall make a decision on a request for the disqualification of an arbitrator in the form of an order, stating in brief the reasons upon which the decision is based. The Nominating Committee may fix the costs of proceedings relating to the request for the disqualification of an arbitrator and determine by whom, and to what extent, they shall be borne.

6. The filing of a request for the disqualification of an arbitrator shall not affect the course of arbitration, including the issuance of the award, unless the Arbitral Tribunal decides otherwise.

§ 11 DISMISSAL OF AN ARBITRATOR

1. The parties may dismiss any arbitrator at any time by filing concurrent statements in writing to the President of the Court.

2. At the request of a party or the other arbitrators or the Director of the Court, the Nominating Committee may decide to dismiss an arbitrator if:

- a. the arbitrator persistently defaults on his or her duties, and in particular, significantly delays in performing them without justifiable cause; or
 - b. there is a justifiable concern that the arbitrator will be unable to perform his or her duties on time.
3. §10 Sec. 3-6 of the Rules shall apply mutatis mutandis.

§ 12 RESIGNATION OF AN ARBITRATOR

An arbitrator may resign at any time due to important reasons. An arbitrator resigns by filing a written statement on his or her resignation with the Director of the Court, the other arbitrators and the parties. The arbitrator is obliged to state the reasons for his or her resignation. A resigning arbitrator shall not be entitled to remuneration unless special circumstances support the award of remuneration for the conduct of the case, or a part thereof.

§ 13 EFFECTS OF EARLY EXPIRY OF AN ARBITRATOR'S MANDATE

1. If an arbitrator dies, is disqualified, dismissed or resigns, a substitute arbitrator shall be appointed in accordance with the nomination procedure set forth in § 6-9 of the Rules, on the basis of which the arbitrator to be replaced was appointed.
2. If the resignation, dismissal or non-acceptance of an appointment of an arbitrator has occurred twice, a substitute arbitrator shall be nominated by the Nominating Committee within 10 days following the arbitrator's resignation, dismissal or non-acceptance of an appointment.
3. If an arbitrator's mandate expires, a substitute arbitrator may, on his or her own initiative or at the request of a party, submitted in writing no later than within 7 days from the date on which the party becomes aware of the appointment of the substitute presiding arbitrator or the substitute sole arbitrator, order the repetition of the sessions or activities previously conducted. In other cases where a substitute arbitrator has been appointed, the previous activities of the arbitration proceedings may be repeated if so decided by a majority of the members of the Arbitral Tribunal.

§ 14 EXCLUSION OF LIABILITY

The Lewiatan Court of Arbitration, including its bodies and employees, the Polish Confederation Lewiatan and the arbitrators shall not be liable for acts or omissions related to the arbitration proceedings, unless the damage was caused intentionally.

ARBITRATION PROCEEDINGS

§ 15 REQUEST FOR ARBITRATION. STATEMENT OF CLAIM.

1. The request for arbitration should include:
 - a. identification of the parties and their addresses;
 - b. the telephone numbers and e-mail addresses of the parties, if this information is known to the claimant;
 - c. identification of the legal representative – if the party has appointed a legal representative - together with an indication of the address for service, telephone number and e-mail address, as well as the power of attorney;
 - d. a concise statement of the claims together with a brief description of the subject-matter of the dispute;
 - e. indication of the arbitration agreement or other grounds for the jurisdiction of the Arbitration Court;

- f. indication of the amount in dispute;
 - g. appointment of an arbitrator, together with the indication of his or her address and telephone number and - if known to the claimant - e-mail address, if the Arbitral Tribunal is composed of three arbitrators and the parties have not decided otherwise;
 - h. proof of payment of the administrative and arbitration fees.
2. If the proceedings have been initiated by a request for arbitration, the time limits for filing a statement of claim and a response to the statement of claim shall be determined by the Arbitral Tribunal.
3. The statement of claim should include in particular:
- a. identification of the parties and their addresses;
 - b. the telephone numbers and e-mail addresses of the parties, if this information is known to the claimant;
 - c. identification of the legal representative – if the party has appointed a legal representative - together with an indication of the address for service, telephone number and e-mail address, as well as the power of attorney;
 - d. a precise statement of the claims together with their full factual and legal justification;
 - e. indication of the arbitration agreement or other grounds for the jurisdiction of the Arbitration Court;
 - f. indication of the amount in dispute;
 - g. appointment of an arbitrator, together with the indication of his or her address and telephone number and - if known to the claimant - e-mail address, if the Arbitral Tribunal is composed of three arbitrators and the parties have not decided otherwise;
 - h. proof of payment of the administrative and arbitration fees.
4. The statement of claim must be accompanied by evidence in support of the statements made.
5. If proceedings were initiated by filing a request for arbitration, the statement of claim need not contain the elements listed in Sec. 3 points a-c, e-h.

§ 16

SERVIVE OF WRITTEN SUBMISSIONS AND THE RUNNING OF TIME LIMITS

1. The submission commencing the proceedings shall be filed in one copy to the Arbitration Court with copies for the parties and the arbitrators.
2. The filing of a submission commencing the proceedings shall be deemed to be done by depositing it in person against a receipt at the seat of the Arbitration Court or by posting it by registered post or courier service to the seat of the Arbitration Court in a manner that makes it possible to ascertain the date of posting.
3. The Arbitration Court shall serve a copy of the submission commencing the proceedings at the address of the respondent indicated in this submission.
4. For the purposes of service by the Arbitration Court, the addressee's address shall be the address indicated by the party (participant) to the proceedings.
5. A submission commencing the proceedings shall be deemed to have been served on the respondent on the date on which the addressee has received it in the manner appropriate to the method of service. If the addressee has refused to receive the submission, it shall be deemed to have been served on the date of the stated refusal. If the addressee has not received the submission sent by registered post or courier service, the submission shall be deemed to have been served on the 14th day after the date of the first attempt to serve it.

6. Unless the Arbitral Tribunal decides otherwise, all further submissions in the course of the proceedings shall be filed exclusively by electronic means subject to Sec. 7.
7. The Arbitration Court shall serve in writing the original of the award, the order on jurisdiction and the order terminating the proceedings.
8. The Arbitration Court shall have the power to require the parties to file more copies of the submission, as well as to require resubmission of the submission.
9. If the party has appointed a legal representative, service shall be effected on that legal representative. If the party has appointed more than one legal representatives, service shall be made only on one legal representative indicated by the party or, in the absence of such indication, on a legal representative chosen by the sender.
10. The parties are obliged to notify the Arbitration Court and the opposing party of any change of their address. In the absence of notice, a submission sent to the last known address shall be deemed to have been served.
11. The time limits provided for in the Rules shall begin to run on the day following the day on which service is effected in accordance with Sec. 1 to 7. If, at the place of service, the last day of the period is a public holiday or Saturday, the time limit shall end on the day which is neither a public holiday nor a Saturday.

§ 17

FORMAL DEFECTS OF THE SUBMISSION COMMENCING THE PROCEEDINGS

1. If the submission commencing the proceedings does not comply with the formal requirements set out in §15 Sec. 1, 3 or 4, or § 16 Sec. 1 or if it has not been duly paid, the Director of the Court shall, on pain of return of the submission, request that claimant to pay the required fee or cure the defects within a prescribed period, which may not be shorter than 7 days. Upon ineffective lapse of the specified period, the submission commencing the proceedings shall be returned, subject to §6 Sec. 5. A returned submission commencing the proceedings shall have no legal effect.
2. If the submission commencing the proceedings is not formally defective, the Director of the Court shall immediately serve a copy thereof on the respondent and shall invite the respondent to file an answer to the submission commencing the proceedings within 21 days of service of the submission.
3. In justified cases, the Director of the Court may extend the time-limit for filing an answer to the submission commencing the proceedings once. A request for an extension of the time limit for filing an answer to the submission commencing the proceedings shall be submitted by email at least 3 working days before the expiry of the original time limit for filing an answer. The request shall be submitted to the e-mail addresses of the Court and the opposing party. The opposing party may respond to the request within 24 hours of the request being sent.
4. The Director of the Court may serve a copy of the submission commencing the proceedings only on the respondent's electronic mail address provided by claimant for service of process and may order that the respondent's answer to the submission commencing the proceedings be served by electronic means only. In case of doubt, before serving a copy of the submission commencing the proceedings on the respondent in the manner provided for in the preceding sentence, the Director of the Court shall verify the respondent's electronic mail address.

§ 18

ANSWER TO THE REQUEST FOR ARBITRATION. STATEMENT OF DEFENSE.

1. The answer to the request for arbitration should include:
 - a. identification of the parties and their addresses,
 - b. the telephone numbers and e-mail addresses of the parties, if this information is known to the claimant;

- c. identification of the legal representative – if the party has appointed a legal representative - together with an indication of the address for service, telephone number and e-mail address, as well as the power of attorney;
 - d. appointment of an arbitrator, together with the indication of his or her address and telephone number and - if known to the claimant - e-mail address, if the Arbitral Tribunal is composed of three arbitrators and the parties have not decided otherwise;
 - e. position on the jurisdiction of the Arbitration Court;
 - f. a concise statement of the position with regard to the claims and the subject matter of the dispute as specified in the request for arbitration.
2. The answer to the statement of claim should include in particular:
 - a. identification of the parties and their addresses,
 - b. the telephone numbers and e-mail addresses of the parties, if this information is known to the claimant;
 - c. identification of the legal representative of the party together with an indication of the address for service, telephone number and e-mail address, as well as the power of attorney, if the party has appointed a legal representative;
 - d. appointment of an arbitrator, together with the indication of his or her address and telephone number and - if known to the respondent - e-mail address, if the Arbitral Tribunal is composed of three arbitrators and the parties have not decided otherwise;
 - e. position on the jurisdiction of the Arbitration Court;
 - f. a statement of the position with regard to the claims asserted by the claimant and value in dispute, with full factual and legal justification.
3. If an answer to a request for arbitration has been filed, the answer to the statement of claim need not contain the elements listed in Sec. 3 points a-e.
4. The answer to the statement of claim must be accompanied by evidence in support of the statements made.
5. Failure to file an answer to the submission commencing the proceedings in accordance with Sec. 1 shall not suspend the continuation of the proceedings.
6. For the remaining scope, the rules on the submission commencing the proceedings shall apply to the answer to the statement of claim.

§ 19 COUNTERCLAIM

1. The respondent may file a counterclaim no later than with the answer to the statement of claim insofar as its claim falls within the jurisdiction of the Arbitration Court. The provisions on a statement of claim shall apply mutatis mutandis to the counterclaim.
2. Within 21 days of service of the counterclaim, the claimant shall file an answer to the counterclaim. The provisions on an answer to the statement of claim shall apply mutatis mutandis to the answer to the counterclaim.
3. A set-off plea may be raised no later than with an answer to the statement of claim or to the counterclaim.
4. In justifiable cases, the Arbitral Tribunal may hear a counterclaim or a set-off plea filed after the expiry of the time limit set forth in Sec. 1 and 3, and may extend the time limit for filing an answer to a counterclaim.
5. The provisions of Sec. 1-4 shall apply mutatis mutandis to a counterclaim in proceedings commenced by a request

for arbitration.

§ 20

THIRD PARTY PARTICIPATION IN THE PROCEEDINGS AS A PARTY

1. If the same claim may also be brought against other persons who do not appear as respondents in the case, the Arbitral Tribunal, upon request of the claimant made before the procedural order is issued, may notify such persons and invite them to participate in the case.
2. If the case does not involve as claimants or respondents all persons whose joint participation in the case is necessary, the Arbitral Tribunal shall, at the request of one of the parties, invite the claimant to designate the non-participants in such a manner that their summons or notice is possible, within the fixed time limit.
3. The Arbitral Tribunal may notify persons who do not appear in the case (whether as claimant or respondent) of the pending proceedings, as well as of the possibility of joining them.
4. In the cases referred to in Sec. 1 to 3, the Director of the Court shall serve a notice or summons on the third party to take part in the proceedings and shall set a time-limit of not less than 14 days for the third party to present the position.
5. § 17-19 of the Rules shall apply mutatis mutandis to a statement by a person notified or summoned to participate in the proceedings as a party. The statement should include, in particular: consent to join the arbitration clause if the third party is not a party to the clause, as well as consent to the appointed composition of the Arbitral Tribunal, under pain of invalidity of such statement.
6. If the persons notified or summoned are not parties to the arbitration clause, their participation in the case requires the additional consent of the parties.
7. In deciding on a request for an additional person to join the proceedings as a party, the Arbitral Tribunal shall take into account all relevant circumstances, in particular the jurisdiction of the Arbitral Tribunal, the timing of the request, the existence of any conflict of interest, the nature of the co-participation and the effect of the joining of the additional person on the conduct of the proceedings.

§ 21

THIRD PARTY PARTICIPATION IN THE PROCEEDINGS AS AN INTERVENER

1. A third party who establishes a prima facie legal interest in having the case decided in favour of one of the parties may, until the conclusion of the evidentiary proceedings, submit a request to join that party (third-party intervention).
2. A third party submits a request to join the case in a submission in which it shall indicate what legal interest it has in joining and which party it is joining. The requirements referred to in § 15 and § 17 of the Rules shall apply mutatis mutandis to the third party's submission. The request should in particular include:
 - a. consent to join the arbitration clause, if the third party is not a party to the clause;
 - b. consent to the appointed composition of the Arbitral Tribunal;under pain of invalidity of such request.
3. If a third party is not a party to the arbitration clause, the participation of that person in the case as an intervener requires the consent of both parties.

4. The decision on the joinder of a third party as a third-party intervener in the proceedings shall be made by the Arbitral Tribunal after consultation with the parties and consideration of the relevant circumstances of the case.
5. With the consent of the parties, the Arbitral Tribunal may allow a third-party intervener to join the proceedings in place of the party to which it has joined.
6. A third-party intervener shall be entitled to perform any procedural acts permissible according to the state of the case, provided that they do not contradict the acts and statements of the party it joined. A third-party intervener shall, from the time it joins the case, be served, as if it were a party, with all written submissions, including requests, submissions, correspondence from or to the Arbitration Court or the Arbitral Tribunal, in particular decisions of the Arbitral Tribunal.
7. If it follows from the nature of the legal relationship in dispute or from a statutory provision that the third-party intervention is independent, the provisions on the rights and obligations of the party joined shall apply *mutatis mutandis* to the position of the intervener.
8. A party who, in the event of an unfavourable outcome for him or her, would have a claim against a third party, or against whom a third party might have a claim, may give notice to that person of the pending proceedings and invite him or her to take part in them.
9. For this purpose, a party shall file a submission setting out the reason for the summons and the state of the case. That submission shall be immediately served by the Director of the Court on the third party who may, within 14 days of service of the notice to it, notify its joinder to the party as a third-party intervener. Sec. 1 to 7 of § 21 shall apply *mutatis mutandis* to a third party summoned to intervene in a case.

PROCEEDINGS BEFORE THE ARBITRAL TRIBUNAL

§ 22 GENERAL PRINCIPLES

1. In the absence of agreement by the parties to the contrary, the Arbitral Tribunal shall conduct the proceedings in accordance with the Rules and in such manner as it deems appropriate, provided that the parties should be treated equally and each party shall be given an opportunity to present its statements and evidence in support thereof.
2. The Arbitral Tribunal and the parties shall take all steps to ensure that the proceedings are conducted in an efficient and cost-effective manner.

§ 23 PLACE OF PROCEEDINGS

1. Unless the parties agreed otherwise, the place of the arbitration proceedings shall be presumed to be Warsaw, unless the Arbitral Tribunal considers, bearing in mind all the circumstances of the case and the positions of the parties, that a different place is more appropriate.
2. In the absence of agreement by the parties to the contrary, the Arbitral Tribunal, irrespective of the agreed place of the arbitration proceedings, may hold meetings, hearings and deliberations at any place it deems appropriate.

§ 24
LANGUAGE OF THE PROCEEDINGS

1. The parties may agree on the language of the arbitration proceedings. In the absence of such agreement, the language of the proceedings shall be decided by the Arbitral Tribunal, taking into account in the first instance the language of the main agreement out of which or in connection with which the dispute arose and the positions of the parties.
2. If the language of the proceedings is other than Polish or English, a translation of the submission commencing the proceedings or, the answer to the submission commencing the proceedings into one of the abovementioned languages must be attached thereto (without annexes).

§ 25
LEGAL REPRESENTATION

A party may be represented by a legal representative. Any person with full capacity for legal acts may be a legal representative.

§ 26
PRELIMINARY MEETING

Immediately after its constitution, the Arbitral Tribunal shall hold a meeting with the parties for the purpose of agreeing on an efficient, cost-effective method of conducting the arbitration that meets the expectations of the parties (the 'Preliminary Meeting'), unless it deems it unnecessary. The Preliminary Meeting may be held by means of remote communication or other appropriate means, unless special considerations call for it to be held stationary.

§ 27
PROCEDURAL ORDER

1. The Arbitral Tribunal shall, immediately after its constitution, after consultation with the parties at the Preliminary Meeting, if any, draft a procedural order, which shall include (i) information about the case and (ii) a timetable of the proceedings (the 'Procedural Order').

2. Information on the case includes:

- a. designation and addresses of the parties;
- b. a short summary of the parties' claims, indicating the amounts claimed by the parties;
- c. indication of the substantive issues in dispute, the clarification of which is necessary in order to resolve the dispute;
- d. names and surnames of arbitrators;
- e. indication of place and language of the arbitration proceedings;
- f. indication of the grounds for resolution of the dispute by the Arbitral Tribunal;

unless the Arbitral Tribunal considers, due to the nature of the dispute, that such information is unnecessary or impossible to ascertain at the stage of drafting the Procedural Order.

3. The timetable of the proceedings shall specify in particular:

- a. the time limits for filing further submissions;
- b. the time limit for the parties to indicate witnesses or experts and the circumstances intended to be proven;
- c. the time limits for the taking of evidence, in particular for the submission of written witness statements by the parties and for the examination of witnesses, experts or parties and for the submission of expert reports;
- d. the date of a hearing and the manner of conducting it;
- e. the time limit for filing post-hearing briefs, if the Arbitral Tribunal considers them to be helpful in resolving the case;

f. the time limit for issuing the award, unless the Arbitral Tribunal determines, due to the nature of the dispute, that the above-mentioned time limits are unnecessary or impossible to establish at the stage of the drafting of the Procedural Order.

4. In the event of an unexcused failure by any party to comply with the time limits set out in the Procedural Order, the Arbitral Tribunal may continue the proceedings and issue an award.

5. The Arbitral Tribunal, after consultation with the parties, may modify the Procedural Order in justified circumstances.

§ 28

RULING ON THE JURISDICTION OF THE LEWIATAN COURT OF ARBITRATION

1. The Arbitral Tribunal rules on the jurisdiction of the Lewiatan Court of Arbitration, including the existence, validity, effectiveness and scope of the arbitration agreement. The invalidity or expiry of the underlying contract in which the arbitration agreement was included shall not mean, in and of itself, the invalidity or expiry of the arbitration agreement.

2. A party should raise a plea of jurisdiction of the Lewiatan Court of Arbitration in an answer to the submission commencing the proceedings or in an answer to a counterclaim. A party's appointment of an arbitrator or its participation in the appointment of an arbitrator does not deprive it of the right to raise this plea. A plea that a claim brought by the other party in the course of proceedings falls outside the scope of the arbitration agreement should be raised immediately after such a claim is brought. The Arbitral Tribunal may hear a plea raised later if it considers the delay in raising the plea to be excusable.

3. Referral of the existence, validity or scope of the arbitration agreement to a state court for its assessment in any court proceedings does not stay the arbitration proceedings.

4. The Arbitral Tribunal should resolve the question of the jurisdiction of the Lewiatan Court of Arbitration before resolving the merits of the dispute. Where the decision on jurisdiction requires resolution of the case on the merits, the Arbitral Tribunal, if it finds that it lacks jurisdiction, shall terminate the proceedings.

5. In the absence of an agreement to the contrary between the parties, the Arbitral Tribunal shall have jurisdiction to consider the set-off plea raised before it, even if the claim submitted for set-off is not covered by the arbitration clause.

§ 29

CONSOLIDATION OF THE PROCEEDINGS

1. At the request of a party, two or more arbitration proceedings conducted under the Rules may be consolidated if the parties agree to the consolidation.

2. The President of the Court shall issue an order on the consolidation of the proceedings in accordance with Sec. 1.

3. Proceedings instituted subsequently shall be consolidated with the proceedings instituted first.

4. Once the Arbitral Tribunal has been constituted in a subsequently initiated proceeding, the consolidation of proceedings is permissible if the Arbitral Tribunals in both cases are composed of the same arbitrators, unless the parties decided otherwise.

§ 30
AMENDMENT AND WITHDRAWAL OF THE CLAIM

1. A party may withdraw a submission commencing the proceedings or a counterclaim until the Arbitral Tribunal is constituted. In such case, the President of the Arbitration Court shall terminate the proceedings.
2. Following the issuance of the Procedural Order, the parties may not amend their claims unless the Arbitral Tribunal considers it admissible, having regard to the state of progress of the arbitration proceedings, the interest of the parties or other circumstances. The Arbitral Tribunal shall decide on the admissibility of amending the claims by an order.
3. Following the constitution of the Arbitral Tribunal, a party may withdraw the statement of claim, counterclaim or request for arbitration in whole or in part, unless the Arbitral Tribunal deems it inadmissible due to the other party's interest in obtaining a decision or other circumstances. The Arbitral Tribunal decides on termination of the proceedings by an order.

§ 31
EVIDENCE

1. The parties shall bear the burden of proving the facts from which they derive legal effects.
2. The Arbitral Tribunal shall apply the IBA Rules on the Taking of Evidence in International Arbitration.
3. The Arbitral Tribunal may order the parties to submit within a specified time limit documents or other evidence that may be relevant to the resolution of the dispute.
4. The Arbitral Tribunal may, after consultation with the parties, decide that the submission of evidence by the parties shall be in electronic form only.
5. The Arbitral Tribunal shall assess the weight to be given to a party's refusal to produce a particular piece of evidence.

§ 32
TRIBUNAL-APPOINTED EXPERT

1. The Arbitral Tribunal may appoint one or more experts on its own initiative or at the request of a party if it deems it necessary for the resolution of the case (in particular, if it finds the opinions of the experts submitted by the parties to be insufficient) and invite a party to provide an expert with relevant information, documents or items in its possession for the purpose of preparing an opinion. The Arbitral Tribunal may decide that an expert's opinion shall only be served by electronic means.
2. The contract with the expert shall be concluded by the Polish Confederation Lewiatan. The contract shall specify the subject of the opinion, the deadline for its issuance and the principles of the expert's remuneration. The contract may grant the Polish Confederation Lewiatan the right to withdraw from or reduce the remuneration due to the expert in the event of a delay in the execution of the opinion or significant deficiencies in the opinion.

§ 33
HEARING

1. The Arbitral Tribunal shall hold a hearing if a party requests it or the Arbitral Tribunal determines that a hearing is necessary to sufficiently clarify the case and settle the dispute. If the Arbitral Tribunal deems it advisable, it may, after consultation with the parties, conduct a hearing by means of remote communication or other appropriate means,

in particular by videoconference.

2. The hearing is confidential unless the parties agree otherwise.
3. If the Procedural Order has not been issued or does not contain a date for the hearing, the Arbitral Tribunal shall notify the parties and their legal representatives of the date and place of the hearing and how it will be conducted. The failure of a duly notified party or its legal representative to appear shall not stay the conduct of the hearing.
4. The hearing shall be recorded and minutes shall be drawn up of its course. The minutes shall be prepared by a minutes clerk appointed by the Director of the Court. The minutes shall be signed by the presiding arbitrator and the minutes clerk. The Arbitral Tribunal determines the manner and time limit for the parties to request corrections to the minutes and decides on such corrections. The Arbitral Tribunal may, after consultation with the parties, decide that the course of the hearing shall additionally be recorded by other means.

§ 34

CLOSING OF THE EVIDENTIARY PROCEEDINGS

1. The Arbitral Tribunal shall issue an order closing the evidentiary proceedings when it considers the case to be sufficiently clarified for a decision on the merits.
2. The Arbitral Tribunal shall issue the award within one month after the closing the evidentiary proceedings.
3. Due to important reasons, the Arbitral Tribunal may reopen the evidentiary proceedings.

§ 35

WAIVER OF A PLEA OF BREACH OF THE RULES OR OF THE AGREED PROCEDURE

If a party knew or should have known of a breach of the Rules or of the procedural rules agreed by the parties and, despite this, did not immediately raise such a breach, that party may not raise such a breach before the Arbitral Tribunal or rely on such a breach in proceedings before other courts, in particular in an application to set aside an award.

§ 36

INTERIM MEASURES

1. At the request of a party who has prima facie substantiated its claim, the Arbitral Tribunal may grant such interim measures as it deems appropriate, including measures securing evidence.
2. A request for an interim measure shall be served on the arbitrators, the other parties to the proceedings and the Arbitration Court.
3. The Arbitral Tribunal shall rule on the request for an interim measure by means of an order, which shall be reasoned. The enforcement of an order granting an interim measure may be made conditional upon the applicant providing adequate security.
4. A party may request an interim measure even before the Arbitral Tribunal is constituted in accordance with the provisions of Appendix 2 to the Rules (the 'Emergency Arbitrator').
5. Interim measures shall cease to be binding upon the issuance of a final award or an order terminating the proceedings. However, if the award admits the claim that has been secured, the interim measure shall cease to be binding 60 days after the date of service of the award on the party in whose favour the order granting an interim measure has been issued, or on such other date as the Arbitral Tribunal may determine.

6. The Arbitral Tribunal may, at the request of a party, after setting a time limit for the other party to take a position, rule on the modification or revocation of an interim measure, including an interim measure issued by an Emergency Arbitrator.

§ 37

SUSPENSION AND TERMINATION OF PROCEEDINGS

1. The Arbitral Tribunal shall suspend the proceedings:
 - a. at the joint request of the parties;
 - b. in other cases, where there are circumstances preventing the further conduct of the proceedings, such as, in particular, the death of a party or the lack of sufficient legal representation for a party to the proceedings, where such lack prevents that party from acting.
2. In the event of a suspension of proceedings, the time limit for issuing an award set out in para. 39 Sec. 1 shall be extended accordingly.
3. The Arbitral Tribunal shall resume the proceedings:
 - a. at the request of either party if the proceedings have been suspended at the joint request of the parties;
 - b. once the reason for the suspension has ceased to exist, including the appearance or designation of the party's legal successors or the appointment of a trustee to the will.
4. Proceedings suspended at the unanimous request of the parties shall be terminated if a request to resume the proceedings has not been made by any party within one year of the suspension of the proceedings. In other cases, proceedings shall be terminated if they have not been resumed within 3 years of their suspension.
5. The Arbitral Tribunal shall terminate the arbitration proceedings if it determines that further conduct of the proceedings has become unnecessary or impossible.

AWARD

§ 38

GROUND FOR THE DISPUTE SETTLEMENT BY THE ARBITRAL TRIBUNAL

1. The Arbitral Tribunal shall settle the dispute on the basis of the substantive law of that state which the parties have unanimously indicated.
2. In the absence of an agreement between the parties, the Arbitral Tribunal shall apply the substantive law of the state which it determines to be applicable.
3. The parties may, in writing or on the record of the hearing, authorise the Arbitral Tribunal to rule according to general principles of law or equity (*ex aequo et bono*).
4. In each case, however, the Arbitral Tribunal shall take into account the provisions of the contract and established customs applicable to the legal relationship in question.

§ 39

TIME LIMIT FOR THE AWARD

1. The award shall be issued within 6 months following the constitution of the Arbitral Tribunal, i.e., the appointment of the presiding arbitrator or sole arbitrator. The President of the Arbitration Court, at the request of the Arbitral Tribunal, may extend the time limit for issuing an award according to the circumstances of the case.

2. If the award was not issued within the time limit for reasons for which the Arbitral Tribunal or certain arbitrators comprising the Arbitral Tribunal are responsible, this circumstance may affect the arbitrators' remuneration. Failure to comply with the time limit for issuing an award shall not result in an expiry of the arbitration clause in part or in whole or affect the mandate of the Arbitral Tribunal to settle the dispute.

§ 40 ISSUANCE OF THE AWARD

1. The Arbitral Tribunal shall issue the award after having held deliberations in camera including discussion and voting on the award and the principal reasons for the award.

2. If the dispute is settled by more than one arbitrator, the award shall be made by majority vote. In the absence of a majority, the vote of the presiding arbitrator shall prevail.

3. The award with reasons shall be made in writing. The reasons of the award shall indicate the arbitration agreement on the basis of which it was issued or other grounds for the jurisdiction of the Arbitration Court, as well as the designation of the arbitrators and the parties and the ruling on the claims of the parties, and shall state the reasons for the award. The award shall specify the date and place of its issuance.

4. The award shall be signed by the arbitrators who issued it. If an arbitrator refuses to sign or is unable to sign the award, the signatures of the majority of the arbitrators shall suffice, stating the reasons for the absence of the other signatures. If there is no majority, the signature of the presiding arbitrator is sufficient, together with the reasons for the absence of the other signatures.

5. An arbitrator may submit a dissenting opinion to an issued award in which he or she should justify his or her position. The submission of a dissenting opinion does not release the arbitrator from the obligation to sign the award.

6. The Arbitration Court shall serve copies of the award, bearing the signatures of the President of the Arbitration Court and the Director of the Court confirming the finality of the award, as well as the seal of the Court, on the parties or their legal representatives if they have been appointed by the parties.

7. The place of the issuance of the award shall be the place of arbitration proceedings.

§ 41 EFFECTS OF THE AWARD

1. Subject to Sec. 2, the award shall be final and binding between the parties to the proceedings. The parties undertake to implement the award without undue delay. This shall be without prejudice to the provisions on an action to set aside an arbitral award.

2. If the parties have provided in the arbitration agreement for a two-instance proceeding, the provisions of Schedule 5 of the Rules shall apply in the absence of a stipulation to the contrary by the parties.

§ 42 PARTIAL AND PRELIMINARY AWARDS

The Arbitral Tribunal may decide on a particular issue or on part of a claim or on certain claims in a separate award. This award may take the form of a partial award or a preliminary award.

§ 43 SETTLEMENT

1. If the parties have reached a settlement before the Arbitration Court, the Arbitral Tribunal may, at the request of the parties, record the settlement in the form of an award.

2. The Arbitral Tribunal shall refuse to record the settlement in the form of an award if it considers that the parties (i) have engaged in a fictitious dispute, (ii) are likely to use the award to achieve an unlawful purpose or to harm a third party, or (iii) the award otherwise violates fundamental principles of public policy of the state of the place of arbitration.

§ 44 OTHER RULINGS

The presiding arbitrator is empowered to rule independently on questions of procedure, after prior consultation with the other arbitrators.

§ 45 SUPPLEMENTATION, INTERPRETATION AND CORRECTION OF THE AWARD

1. Within 14 days of the service of the award, either party may submit a request to supplement the award, interpret it or correct any inaccuracy, clerical or calculation errors or other obvious mistakes. The applicant shall serve a copy of the request on the other party.

2. The Arbitral Tribunal shall decide on supplementation of the award or its interpretation within 2 months of filing of the request, and on the correction of an error within 14 days of filing of the request. The Arbitral Tribunal or the President of the Court may extend the deadline for filing a request for correction, interpretation or supplementary award if they deem it necessary.

3. Within 14 days of the issuance of the award, the Arbitral Tribunal may ex officio correct clerical or calculation errors or other obvious mistakes.

4. Failure to comply with any of the time limits set out in Sec. 2 above shall not result in an expiry of the arbitration clause in part or in whole or affect the mandate of the Arbitral Tribunal to supplement or interpret the award.

§ 46 RECORDS OF ARBITRATION PROCEEDINGS

The Secretariat of the Arbitration Court shall keep the records of cases in the Court's archives for a period of 10 years.

COSTS OF ARBITRATION PROCEEDINGS

§ 47 COSTS OF ARBITRATION PROCEEDINGS

1. The costs of the arbitration proceedings shall include the administrative fee, the arbitration fee and the expenses set out in the Tariff of Fees, as well as the legal representation costs of the parties and other costs incurred by the parties.

2. The Arbitral Tribunal shall decide in the award on the costs of the arbitration proceedings and to what extent such costs will be borne by the parties. Prior to issuing the award, the Arbitral Tribunal will request the Director of the Court to submit a breakdown of the costs of the arbitration proceedings.

3. The rules on deciding on arbitration costs in an award shall apply mutatis mutandis in the event that the proceedings are terminated by an order, including an order declaring that the Arbitral Tribunal lacks jurisdiction.

4. By filing a request for arbitration or a statement of claim with the Arbitral Tribunal, the claimant agrees that the Arbitral Tribunal shall also award the costs of the arbitration proceedings even if it determines by an order that the Arbitration Court lacks jurisdiction, including due to the non-existence, invalidity or ineffectiveness of the

arbitration clause.

5. A respondent against whom a request for arbitration or a statement of claim has been filed with the Arbitration Court, who raises a plea of lack of jurisdiction of the Arbitral Tribunal, but requests that, if this plea is upheld, the Arbitral Tribunal awards the costs of the arbitration to it, shall consent to the Arbitral Tribunal's ruling of the costs of the arbitration. The parties shall then be deemed to have unanimously submitted the issue of the arbitration costs to the jurisdiction of the Arbitration Court, irrespective of whether the Arbitration Court has jurisdiction to rule on the merits of the dispute and without prejudice to their respective positions on the issue.

§ 48

COSTS INCURRED BY THE PARTIES

1. In deciding the costs of the arbitration proceedings, the Arbitral Tribunal should have regard to: (i) the outcome of the arbitration (ii) the extent to which each party contributed to the speedy and efficient conclusion of the proceedings, or to their protraction, and (iii) other relevant circumstances.

2. The Arbitral Tribunal may, at any stage of the proceedings, issue an order setting out the rules for the payment of the costs of the arbitration proceedings relating to a particular stage of the proceedings or an issue or relating to a particular conduct of the parties or their legal representative, with the proviso that such costs shall be finally decided in the award terminating the proceedings.

3. A party requesting an award of costs in its favour from the opposing party should submit a list of the costs it has incurred. The Arbitral Tribunal may determine what type of documents a party should submit to prove the costs incurred.

4. The Arbitral Tribunal may draw the attention of the parties to the possibility of concluding an agreement as to the amount of legal costs recoverable from the other party.

5. In deciding on the costs of the arbitration, the Arbitral Tribunal may take into account the costs associated with the provision of third-party funding for the arbitration, as well as the costs of legal representation depending on the outcome of the case (success fee).

§ 49

ADVANCE ON COSTS

1. The Director of the Court shall request the claimant to pay an advance for the costs of the arbitration proceedings within a specified period, which shall not be shorter than 7 days.

2. Where a counterclaim is brought, the Director of the Court may determine separate advance payments for the costs of the proceedings in respect of the principal claim and the counterclaim. In that event, each party shall pay an advance on the costs of the proceedings corresponding to the claims asserted.

3. A set-off plea will be taken into account in determining the advance for costs of the proceedings in the same way as the claims of the parties, unless raising the plea would not affect the scope of work of the Arbitral Tribunal.

4. The amount of the advance is determined on the basis of the Tariff of Fees. This amount may be subject to change at any time during the proceedings, in particular in the event of a change in the value of the subject matter of the dispute and a change in the expenses anticipated by the Arbitral Tribunal. In the course of the arbitration proceedings, at the request of the Arbitral Tribunal, the Director of the Court will call upon the parties to pay additional advance payments.

5. In the event of non-payment of any part of the advance for the costs of the proceedings, the Director of the Court may request the Arbitral Tribunal to suspend the arbitration proceedings and to set a time limit of no less

than 14 days for payment of the missing part of the advance on pain of disregarding the request to which the advance relates or terminating the proceedings in the unpaid part. At any time, either party shall have the right to pay the part of the advance that has not been paid by the other party.

6. At a reasoned request by a party, the Director of the Court may extend the time limit for the payment of an advance for costs.
7. At a reasoned request by a party, the President of the Court may divide the amount of an advance into instalments at his or her discretion and according to the circumstances. The request for the advance to be divided into instalments shall be made before the expiry of the time limit for its payment.
8. The Director of the Court shall call upon the third-party intervener to pay the administrative fee for the costs of the arbitration proceedings within a specified period, which shall not be shorter than 7 days. The Director of the Court may also request the third-party intervener to pay an advance for the costs of the proceedings.
9. If the amount of the advance paid by a party exceeds the costs of the arbitration proceedings, after the conclusion of the arbitration proceedings, the Arbitration Court shall, ex officio, refund to the party the difference between the amount of the advance and the costs of the arbitration.

§ 50 REMUNERATION OF ARBITRATORS

After the conclusion of the arbitration proceedings, the Court shall determine the amount of remuneration due to the arbitrators. In determining the amount of remuneration, the Court shall take into account, in particular, the duration of the proceedings and the issuance of the award, as well as the availability of the arbitrator during the proceedings, and may, in particularly justified cases, reduce the remuneration due to the arbitrators.

The Rules come into force on 1 January 2025.

APPENDICES

APPENDIX 1

ORGANISATIONAL STRUCTURE OF THE ARBITRATION COURT

§ 1

GOVERNING BODIES OF THE ARBITRATION COURT

1. The governing bodies of the Arbitration Court are:
 - a. the Arbitration Committee;
 - b. the Nominating Committee;
 - c. the President of the Court;
 - d. the Director of the Court.

2. The President of the Court may establish additional committees, including the Honorary Advisory Committee and the Publishing Committee.

§ 2

ARBITRATION COMMITTEE

1. The Arbitration Committee:
 - a. manages the Arbitration Court;
 - b. exercises other functions provided for in the Rules.

2. The Arbitration Committee consists of at least 8 members, comprising the President of the Arbitration Court, three Vice Presidents and the Director of the Court. Three members of the Arbitration Committee have a specialisation in creative and cultural sector matters.

3. Within the Arbitration Committee, a creative and cultural sector Team is established, consisting of: President or Vice President of the Arbitration Court and 3 members of the Arbitration Committee specialising in creative and cultural sector matters. The provisions on the Arbitration Committee shall apply mutatis mutandis to the functioning of the creative and cultural sector Team, taking into account § 9 Sec. 6 and Sec. 7 of the Rules.

4. The President of the Arbitration Court shall be appointed and dismissed by the Management Board of the Polish Confederation Lewiatan. The other members of the Arbitration Committee shall be appointed and dismissed by the Management Board of the Polish Confederation Lewiatan at the request of the President of the Court.

5. Resolutions of the Arbitration Committee shall be adopted by a majority of all its members present at the meeting.

6. The term of office of the members of the Arbitration Committee is three years. It is possible to appoint members of the Arbitration Committee for successive terms of office. The term of office of the members of the Arbitration Committee shall be joint and shall be counted from the date of appointment of the President of the Arbitration Court.

§ 3

PRESIDENT AND VICE PRESIDENTS OF THE COURT

1. The President of the Arbitration Court shall represent the Court externally, coordinate the internal work of the Court and perform other functions specified in the Rules.

2. The Vice Presidents of the Arbitration Court shall deputise for the President of the Court in matters entrusted to them by the President of the Court.

§ 4
NOMINATING COMMITTEE

1. The Nominating Committee:
 - a. makes substitute appointments of arbitrators and rules on the expiry of an arbitrator's mandate in the event of his or her disqualification or dismissal;
 - b. exercises other functions provided for in the Rules.
2. The Nominating Committee is composed of a Chairperson and two members.
3. The Chairperson of the Nominating Committee and its members are appointed and dismissed by the Management Board of the Polish Confederation Lewiatan at the request of the President of the Court.
4. The work of the Nominating Committee is conducted in camera, including in relation to the parties.
5. In the exercise of its functions, the Nominating Committee is not bound by any instructions or opinions.
6. Resolutions of the Nominating Committee are adopted by a majority of all its members. The Nominating Committee's resolutions are confirmed by minutes signed by the Chairperson.
7. The term of office of the members of the Nominating Committee shall be joint and shall be three years from the date of appointment of its chairperson. Members of the Nominating Committee may be appointed for successive terms.
8. A member of the Nominating Committee may not, during his or her term of office, serve as an arbitrator. This prohibition shall not apply if he or she serves as presiding arbitrator appointed by the arbitrators or by the parties themselves, or as sole arbitrator appointed by the parties themselves.

§ 5
DIRECTOR

1. The Director of the Court shall manage the Secretariat of the Arbitration Court and perform other activities provided for him or her in the Rules.
2. The Director of the Court and his or her deputies shall be appointed and dismissed by the Management Board of the Polish Confederation Lewiatan at the request of the President of the Court.
3. The Director of the Court shall perform his or her activities under the direction of the President and Vice Presidents.
4. The deputies of the Director of the Court shall perform the functions of the Director of the Court in matters delegated to them.

§ 6
AMENDMENT TO THE RULES AND TO THE TARIFF OF FEES

Amendments to both the Rules and the Tariff of Fees shall be made at the request of the Arbitration Committee or on the initiative of the President of the Polish Confederation Lewiatan, in the form of an order of the President of the Polish Confederation Lewiatan.

§ 7
STANDARDS OF OPERATION

Members of the governing bodies of the Arbitration Court should perform their functions with due diligence and commitment.

§ 8
SEAL

The Court of Arbitration uses a circular seal with its name and the designation of its seat.

APPENDIX 2
EMERGENCY ARBITRATOR

§ 1
EMERGENCY ARBITRATOR

1. Unless the arbitration agreement provides otherwise, a party may submit a request for an Emergency Arbitrator to be appointed.
2. If there is no justification for the case to be heard by an Emergency Arbitrator, the President of the Court may refer the case to be heard in the ordinary procedure, obliging the party who has requested the appointment of an Emergency Arbitrator to submit a submission commencing the proceedings within the specified time limit.
3. At the request of a party who has prima facie substantiated its claim, the Emergency Arbitrator may issue an order on interim measure pending the constitution of the Arbitral Tribunal.
4. In the case of a creative and cultural sector case, the appointment of an Emergency Arbitrator shall be made from the List of recommended arbitrators for the creative and cultural sector. If the appointment of an Emergency Arbitrator from the List of recommended arbitrators for the creative and cultural sector is not possible or is too difficult, the appointment of an Emergency Arbitrator may be made from outside this list.

§ 2
REQUEST FOR APPOINTMENT OF AN EMERGENCY ARBITRATOR

1. A request for the appointment of an Emergency Arbitrator shall be submitted to the Arbitration Court. The request should include:
 - a. identification of the parties and their addresses;
 - b. the telephone numbers and e-mail addresses of the parties, if this information is known to the claimant;
 - c. identification of the legal representative – if the party has appointed a legal representative - together with an indication of the address for service, telephone number and e-mail address, as well as the power of attorney;
 - d. indication of the arbitration agreement or other grounds for the jurisdiction of the Arbitration Court;
 - e. position as to the place of the proceedings before the Emergency Arbitrator, the language of the proceedings and the basis for adjudication of the dispute;
 - f. presentation of the nature of the dispute;
 - g. an indication of the interim measure requested for and of the circumstances prima facie substantiating the claim;
 - h. proof of payment of the costs of emergency proceedings in accordance with the Tariff of Fees.
2. The request should be accompanied by: a copy of the arbitration agreement and copies of the request for the other party and the Arbitration Court.
3. After the President of the Court has appointed the Emergency Arbitrator, he or she shall serve the other party with a copy of the request in accordance with §16 Sec. 3 of the Rules. Failure of the opposing party to file an answer to the request for appointment of an Emergency Arbitrator does not stay the proceedings.

4. If the language of the proceedings is a language other than Polish or English, the request must be accompanied by a translation into one of the aforementioned languages.

§ 3 SERVICE

1. Unless otherwise agreed by the parties, all submissions in the proceedings shall be served electronically: (i) for the parties to the e-mail address indicated in the arbitration agreement or a subsequent submission of the party; (ii) for the Emergency Arbitrator to the address indicated by the Emergency Arbitrator, (iii) for the Arbitration Court to the address of the Court.

2. All service shall be made with a copy to the attention of the Director of the Court, the Emergency Arbitrator or the party, if they are not the addressees.

3. In the case of a request for the appointment of an Emergency Arbitrator, a copy of which shall be served by the President of the Court on the opposing party in accordance with §2 Sec. 3 of the Appendix or if service by electronic means is impossible or materially impeded, §16 Sec. 3 of the Rules shall apply mutatis mutandis.

§ 4 APPOINTMENT OF AN EMERGENCY ARBITRATOR

1. The President of the Court, if he or she deems the Lewiatan Court of Arbitration competent, shall appoint the Emergency Arbitrator within 3 working days from the receipt of the request for appointment of the Emergency Arbitrator and payment of the costs of the proceedings before the Emergency Arbitrator. The President of the Court shall serve the Emergency Arbitrator with the request for his or her appointment.

2. A person who has been proposed to act as an Emergency Arbitrator should immediately, but no later than within 3 working days, disclose any circumstances that may give rise to doubts as to his or her impartiality or independence.

3. A request for the disqualification of an Emergency Arbitrator may be filed within 24 hours from the moment a party becomes aware of circumstances that may raise doubts as to the impartiality or independence of the Emergency Arbitrator. The request shall be reviewed within 2 working days by the President of the Court and, if granted, the President shall appoint a new Emergency Arbitrator.

4. Unless otherwise agreed by the parties, the Emergency Arbitrator may not accept the function of arbitrator in the arbitration proceedings to which the dispute relates.

§ 5 PROCEEDINGS BEFORE THE EMERGENCY ARBITRATOR

1. The Emergency Arbitrator shall conduct the proceedings in such manner as he or she deems appropriate given the nature of these proceedings, provided that the parties should be treated equally and each party should be given the opportunity to present its statements and evidence in support thereof.

2. In matters not expressly provided for in the Appendix, the President of the Court, the Emergency Arbitrator and the parties shall proceed as provided in the Rules and the Appendix, having regard to the nature of the proceedings before the Emergency Arbitrator.

3. The place of proceedings before the Emergency Arbitrator shall be the place of arbitration agreed upon by the parties. If the parties have not agreed on the place of arbitration, the place of arbitration shall be deemed to be Warsaw.

4. The proceedings before the Emergency Arbitrator shall be conducted in the language agreed by the parties for the arbitration proceedings. In the absence of agreement by the parties on the language for the arbitration proceedings, the language of the proceedings before the Emergency Arbitrator shall be the language determined by the Emergency Arbitrator.

5. The proceedings before the Emergency Arbitrator shall be confidential. §4 of the Rules shall apply accordingly.

§ 6

ORDER OF THE EMERGENCY ARBITRATOR ON AN INTERIM MEASURE

1. The Emergency Arbitrator shall issue an order on the application of an interim measure no later than within 7 working days after the request for the appointment of the Emergency Arbitrator is transmitted to him or her. The President of the Arbitration Court may, at the request of the Emergency Arbitrator or in other justified cases, extend the deadline for issuing the decision.

2. The Emergency Arbitrator may grant such an interim measure as he or she considers appropriate, including that of preserving evidence. The enforcement of the order on the application of an interim measure may be made conditional upon the applicant providing adequate security.

3. The order of the Emergency Arbitrator referred to in Sec. 1 shall be made in writing, shall contain the date, and shall specify the place of the proceedings before the Emergency Arbitrator and the reasons thereof, as well as the signature of the Emergency Arbitrator. The Emergency Arbitrator shall immediately send a copy of the order to each of the parties, the Director of the Court and the President of the Court.

4. The order on the application of an interim measure shall become binding on the parties upon service thereof. The parties undertake to comply with the order of the Emergency Arbitrator on the application of an interim measure without undue delay. The Arbitral Tribunal shall not be bound by the determinations of the Emergency Arbitrator.

§ 7

LOSS OF BINDING EFFECT OF THE ORDER ON THE APPLICATION OF AN INTERIM MEASURE

The order on the application of an interim measure shall cease to have effect, if:

- a. the Emergency Arbitrator or the Arbitral Tribunal, once constituted, so decides;
- b. the arbitration proceedings have not been commenced within 30 days of the Emergency Arbitrator's order on the application of an interim measure;
- c. the Arbitral Tribunal has not been constituted within 90 days of the date of the order of the Emergency Arbitrator on the application of an interim measure;
- d. with the issuance of a final award or an order terminating the proceedings. However, if the award admits the claim that has been secured, the interim measure shall cease to be binding 60 days after the date of service of the award on the party who obtained the security.

APPENDIX 3

EXPEDITED PROCEDURE

§ 1

GENERAL PROVISIONS

1. Expedited proceedings shall be conducted pursuant to this Appendix. The parties may agree on conducting the proceedings in expedited procedure until the filing of the answer to the statement of claim.

2. To the extent not provided for in this Appendix, the provisions of the Rules shall apply mutatis mutandis, except

that the time limits laid down in the Rules or set on the basis of the Rules for taking certain actions shall be reduced to 7 days.

§ 2 SERVICE

1. Unless otherwise decided by the Director of the Court, the parties or the arbitrator, all submission in the proceedings shall be served electronically: (i) for the parties to the e-mail address indicated in the arbitration agreement or a subsequent submission of the party; (ii) for the arbitrator to the address indicated by the arbitrator, (iii) for the Arbitration Court to the address of the Court. The substitute appointment of an arbitrator shall also be made by electronic means.
2. All service shall be made with a copy to the attention of the Director of the Court, the sole arbitrator or the party if they are not the addressees.
3. If service by electronic means is impossible or significantly impeded, §16 of the Rules shall apply accordingly.

§ 3 STATEMENT OF CLAIM AND OTHER SUBMISSIONS

1. Expedited proceedings shall be commenced by filing a statement of claim with the Arbitration Court.
2. Within 14 days of service of the statement of claim, the respondent shall file an answer to the statement of claim.
3. In justified cases, the Director of the Court may extend the time limit for filing an answer to the statement of claim once, but for no longer than 14 consecutive days. The request for an extension of the time limit for filing of the answer to the statement of claim shall be submitted by the respondent by e-mail at least 3 working days before the expiry of the original deadline for the filing of the answer to the statement of claim. The request shall be submitted to the e-mail addresses of the Court and the opposing party. The opposing party may respond to the request within 24 hours of the request being sent.
4. Unless the Arbitral Tribunal decides otherwise, after the filing of the statement of claim and answer to the statement of claim, each party may file one submission, including an answer to the counterclaim and requests to take evidence.

§ 4 ARBITRAL TRIBUNAL

1. The dispute shall be decided by an Arbitral Tribunal consisting of a sole arbitrator.
2. The parties shall unanimously appoint the sole arbitrator within 14 days from the date of service of the statement of claim on the respondent. Upon the ineffective expiry of this time limit, or upon two refusals of the sole arbitrator jointly appointed by the parties, the sole arbitrator shall be appointed within 3 working days by the Nominating Committee.

§ 5 EFFECT OF THE VALUE OF THE SUBJECT MATTER OF THE DISPUTE ON THE COURSE OF THE PROCEEDINGS

1. If, having examined the value of the subject matter of the dispute as indicated in the statement of claim or counterclaim, it is found that such value is in fact higher than the value specified in §5 Sec. 1 of the Rules, the

Arbitral Tribunal shall continue the proceedings under an expedited procedure, informing the parties of this determination.

2. The Arbitral Tribunal may also conduct expedited proceedings if the counterclaim indicates a value of the subject matter of the dispute higher than that specified in §5 Sec. 1 of the Rules, informing the parties of this determination.
3. At the request of a party filed within no more than 3 days from the date of the notification referred to in Sec. 2, the Arbitral Tribunal shall refer the dispute for conduct under the general rules in whole or only in the scope of the counterclaim, taking all circumstances of the case into consideration.
4. If the dispute has been referred to proceedings under the general rules, the sole arbitrator shall assume the role of presiding arbitrator and the parties shall appoint the other arbitrators under the general rules within 14 days of being summoned by the presiding arbitrator. If this period has expired to no effect, the arbitrator or arbitrators shall be appointed by the Nominating Committee.
5. If the dispute has been referred to proceedings under the general rules, submissions previously filed electronically shall be effective. The Arbitral Tribunal may amend previous rulings and orders issued in expedited proceedings.

§ 6 EVIDENTIARY PROCEEDINGS

1. The parties may submit new evidence and requests to order the production of documents in the possession of the other party within 14 days of the filing of the respondent's answer to the statement of claim. The Arbitral Tribunal may admit new requests to take evidence or evidence submitted by a party after the expiry of this deadline, taking all circumstances of the case into consideration.
2. The Arbitral Tribunal may order the parties to file additional submissions, explanations, statements or evidence within 7 days of the date of the hearing.

§ 7 HEARING

1. If it is necessary for the resolution of the case, the Arbitral Tribunal shall schedule a hearing.
2. The Arbitral Tribunal shall draw up abbreviated minutes of the hearing and inform the parties during the course of the hearing of the contents of the minutes, noting any objections.

§ 8 AWARD

1. The award shall be issued within 3 months following the constitution of the Arbitral Tribunal, i.e. the appointment of the presiding arbitrator or the sole arbitrator.
2. The Arbitral Tribunal shall inform the Arbitration Court and the parties of the expected date of the issuance of the award immediately after the order closing the evidentiary proceedings.
3. The Arbitral Tribunal shall issue its award within 14 days of the closing of the evidentiary proceedings.
4. The award shall state the reasons on which it is based.

TEMPLATE FOR THE ARBITRATOR'S DECLARATION

ARBITRATOR'S DECLARATION
SUBMITTED BY
[NAME AND SURNAME]

Case file ref.: [•]

Parties to the proceedings: [•]

ACCEPTANCE OF THE FUNCTION OF ARBITRATOR

- I hereby declare that I accept the function of arbitrator in the arbitration proceedings conducted under the Rules of the Arbitration Court at the Polish Confederation Lewiatan ('Rules') in the above-mentioned arbitration case. I confirm that I am familiar with the provisions of the Rules. I accept that my remuneration will be calculated in accordance with the provisions of the Rules for Payment of Honoraria in force at the Arbitration Court at the Confederation Lewiatan as at the date of settlement of the remuneration.

REFUSAL TO ACCEPT THE FUNCTION OF ARBITRATOR

- I hereby declare that I do not accept the function of arbitrator in the above-described arbitration case.

IMPARTIALITY AND INDEPENDENCE

An arbitrator should disclose any circumstances that may raise doubts as to his or her impartiality or independence. In assessing the impartiality and independence of an arbitrator, the International Bar Association (IBA) Guidelines on Conflicts of Interest in International Commercial Arbitration shall be used as a minimum standard. Doubts about an arbitrator's impartiality or independence may arise where a direct or indirect relationship of a pecuniary, professional, personal or any other kind has existed or exists between the arbitrator and a party or entities associated with the party in any way. In case of doubt, the arbitrator shall disclose any circumstances that may raise doubt as to his or her impartiality and independence. The disclosure of such circumstances shall be complete and detailed and shall include, inter alia: information regarding financial arrangements, personal details, the period during which the questionable relationship occurred and other relevant circumstances.

THE ABSENCE OF CIRCUMSTANCES THAT MAY RAISE DOUBTS AS TO MY IMPARTIALITY AND INDEPENDENCE:

- I declare that I am impartial and independent. To the best of my knowledge, there are no circumstances that could raise doubts as to my impartiality or independence that I should disclose. If, in the course of the arbitration proceedings, circumstances arise that could raise such doubts, I shall disclose them immediately to the parties, the other arbitrators and the Arbitration Court.

DISCLOSURE OF CIRCUMSTANCES THAT MAY RAISE DOUBTS AS TO MY IMPARTIALITY AND INDEPENDENCE:

- I declare that I am impartial and independent. Being aware of my obligation to disclose any circumstances that may give rise to doubts as to my impartiality or independence, I draw attention to the following circumstances described in the annex to the Declaration.

AVAILABILITY

- I declare that I will perform the function of arbitrator with commitment and due diligence. I declare that, despite my ongoing professional commitments, I am able to devote sufficient time to conduct the arbitration proceedings in an efficient and diligent manner. I am aware that protracted conduct of the arbitration proceedings, in particular failure to meet the time limit provided for in §39 Sec. 1 of the Rules or § 8 Sec. 1

of Appendix 3 of the Rules, may result in a reduction of my remuneration. I set out my current professional obligations below for the attention of the Arbitration Court and the parties.

Occupation:

Number of current cases in which I am involved:

	As presiding arbitrator / sole arbitrator	As co-arbitrator	As a legal representative of a party
Arbitration proceedings			
Court proceedings			

Place and date

Signature

APPENDIX V
RULES OF APPEAL PROCEEDINGS

§ 1
SCOPE OF APPLICATION

1. The Rules of Appeal Procedure apply if the parties have provided for a two-instance proceedings in the arbitration clause for the Lewiatan Court of Arbitration.
2. These Rules of Appeal Procedure do not apply to disputes which have been decided in the first instance according to general principles of law or equity (*ex aequo et bono*), in an expedited procedure or in accordance with the supplementary Rules for proceedings in corporate disputes.
3. References in these Rules of Appeal Procedure to the Arbitral Tribunal shall mean the arbitration court (arbitral tribunal) that issued the award at first instance.

§ 2
APPEAL

1. Within 21 days from the date of service of the award to a party to the proceedings before the Arbitral Tribunal, it may file an appeal with the Lewiatan Court of Arbitration.

2. Where a request is made to supplement, interpret or correct an award, the time limit for filing an appeal shall run from the date of service of the decision to supplement, interpret or correct the award.

§ 3

1. An appeal against the Arbitral Tribunal's award shall contain the following:
 - a. identification of the parties and their addresses;
 - b. the telephone numbers and e-mail addresses of the parties, if this information is known to the claimant;
 - c. identification of the legal representative – if the party has appointed a legal representative - together with an indication of the address for service, telephone number and e-mail address, as well as the power of attorney;
 - d. the file number of the proceedings before the Arbitral Tribunal;
 - e. indication whether the Arbitral Tribunal's award is being appealed in whole or in part;
 - f. value of the subject of the appeal;
 - g. pleas together with the reasons;
 - h. conclusions of the appeal;
 - i. indication of the arbitration agreement or any other justification of the jurisdiction of the Arbitration Court to hear the appeal;
 - j. appointment of an arbitrator, together with indication of his or her address and telephone number and - if known to a party filing an appeal - e-mail address, if the Arbitral Tribunal is composed of three arbitrators and the parties have not decided otherwise.
2. The appeal must be accompanied by:
 - a. copies of the appeal with attachments for each of the arbitrators and the opposing party;
 - b. original or copy of power of attorney, if legal representatives have been appointed;
 - c. the original or a copy of the Arbitral Tribunal's award.
3. The Director of the Court shall call upon the party to pay the appeal filed within 7 days.

§ 4

1. If the appeal does not comply with the formal requirements set out in § 3 Sec. 1 or 2, the Director of the Court shall immediately summon the party to remedy the deficiencies of the appeal within 7 days.
2. After the appeal has been filed and paid, and in the case referred to in § 4 Sec. 1 - after the deficiencies of the appeal have been remedied, the Director of the Court shall immediately notify the parties of the receipt of the appeal by the Arbitration Court, sending to the opponent of the appeal a copy thereof.
3. If the appeal is not duly supplemented or paid for within the prescribed time limit, the Director of the Court shall immediately return the appeal to the appellant, of which he or she shall at the same time inform both parties.

§ 5

FINAL AWARD

1. If no appeal has been filed within the time limit set forth in § 2, even as regards a part of the Arbitral Tribunal award, the award shall become final upon the expiry of the time limit for filing the appeal.
2. If all appeals submitted are returned pursuant to § 4 Sec. 3, the Arbitral Tribunal's award shall become final upon service of the notice of return.

3. If the Appeal Proceedings are terminated in their entirety, the award of the Arbitral Tribunal shall become final upon service of the order terminating the Appeal Proceedings.

4. The Appeal Panel's award is final.

§ 6 APPEAL PANEL

1. Appeal Panel means the sole arbitrator or all arbitrators appointed to hear the appeal.

2. The appeal shall be heard by an Appeal Panel consisting of three arbitrators, unless the parties decided otherwise.

3. The opponent of an appeal may appoint an arbitrator in its own appeal, if one has been filed. If only one appeal has been filed, the opponent of the appeal should appoint the arbitrator no later than in the answer to the appeal.

4. No member of the Arbitral Tribunal may be a member of the Appeal Panel.

§ 7 ANSWER TO THE APPEAL

Unless the parties agree otherwise, the opponent of the appeal may file an answer to the appeal within 21 days from the date of service of a copy of the appeal thereto.

§ 8 PRELIMINARY MEETING AND EVIDENTIARY PROCEEDINGS

1. Immediately after its constitution, the Appeal Panel shall order a preliminary meeting. The preliminary meeting may be organised by means of remote communication or other appropriate means.

2. The Appeal Panel shall not, in principle, conduct or repeat evidentiary proceedings, but it does examine the documentation submitted by the parties to the Appeal Proceedings. The Appeal Panel is under no obligation to examine the record of proceedings before the Arbitral Tribunal to the extent that documents from the record have not been referred to by the parties in the appeal or the answer to the appeal.

3. A party may submit to the Arbitral Tribunal minutes of hearings before the Arbitral Tribunal, submissions filed with the Arbitral Tribunal, expert reports and other documents that have been submitted to the Arbitral Tribunal relevant to the determination of the appeal.

4. The Appeal Panel may, if it considers it justified, repeat evidence taken before the Arbitral Tribunal or admit evidence submitted to, but not admitted by, the Arbitral Tribunal.

5. The Appeal Panel may admit evidence that it was impossible to submit to the Arbitral Tribunal or where the need to submit the evidence arose after the Arbitral Tribunal had issued its award.

§ 9 HEARING

1. Unless the parties agree otherwise, the Appeal Panel shall decide on the appeal without a hearing, on the basis of the documents submitted by the parties.

2. The Appeal Panel may, however, schedule a hearing ex officio or at the request of a party if it considers it appropriate.

§ 10
DETERMINING JURISDICTION

1. The Appeal Panel shall determine its jurisdiction. If it finds that it does not have jurisdiction, the Appeal Panel shall discontinue the Appeal Proceedings - in whole or in the relevant part.
2. The Appeal Panel may only determine the jurisdiction of the Arbitral Tribunal if the objection has been raised in due time before the Arbitral Tribunal, whereby, if the Arbitral Tribunal is found to lack jurisdiction, the Appeal Panel shall set aside the Arbitral Tribunal's award and discontinue the Appeal Proceedings - either in whole or in relevant part.

§ 11
LIMITS OF REVIEW. APPEAL PANEL'S AWARD.

1. The Appeal Panel shall decide on the appeal within the limits of the appeal and within the limits of the pleas raised, in particular the Appeal Panel may not set aside or amend the award to the detriment of the appellant, unless the opposing party has also filed an appeal.
2. After the expiry of the time limit for filing an appeal, the extension of the appeal and the raising of new pleas are inadmissible.

§ 12

1. The Appeal Panel, in its award:
 - a. accepts the Arbitral Tribunal's award as its own, incorporating its contents into the award of the Appeal Panel; or
 - b. modifies the appealed Arbitral Tribunal's award and decides on the merits of the case if any of the appeals prove to be well founded and, as regards that part of the Arbitral Tribunal's award in respect of which the appeals prove to be unfounded or in respect of which the Arbitral Tribunal's award was not appealed against or as to which the Appellate Proceedings were discontinued, accepts that part of the Arbitral Tribunal's award as its own, incorporating the relevant part of it into the award of the Appeal Panel.
2. The Appeal Panel may not refer the case back to the Arbitral Tribunal.

§ 13

If the appeal is withdrawn, the Appeal Panel shall discontinue the Appeal Proceedings unless the awards remains challenged by another appeal.

§ 14
FINAL PROVISIONS

In the Appeal Proceedings, the provisions of the Rules and the Tariff of Fees shall apply mutatis mutandis to matters not regulated in the Rules of Appeal Proceedings. In particular, the provisions relating to the Arbitral Tribunal shall apply mutatis mutandis to the Appeal Panel.

APPENDIX 6

SUPPLEMENTARY RULES FOR PROCEEDINGS IN CORPORATE DISPUTES

The Supplementary Rules shall apply if the agreement (articles of association) of a commercial company, cooperative or association contains an arbitration clause for the Arbitration Court at the Polish Confederation Lewiatan in Warsaw.

It is recommended that the model arbitration clause of the Rules of the Arbitration Court contained in the agreement of a limited liability company or in the articles of association of a joint stock company be supplemented with the following provisions:

‘1. A respondent company shall be obliged to raise the objection of the existence of an arbitration clause if a statement of claim in a matter covered by the arbitration clause is brought against it before a state court.’

‘2. The management board of the company shall announce the commencement of proceedings to revoke or declare invalid a resolution of a shareholders' meeting of a limited liability company or a general meeting of a joint-stock company in the manner required for announcements of the company not later than one month from the date of its commencement. The announcement may also be made by the claimant.’

‘(3) The place of arbitration will be the registered office of the company. The arbitration proceedings will be conducted in the Polish language, unless the parties agree otherwise. The arbitral tribunal will consist of ... arbitrators.’

§ 1

SCOPE OF APPLICATION

1. The Supplementary Rules are applicable in disputes over the revocation or declaration of invalidity of a resolution of a shareholders' meeting (general meeting) of a capital company (‘annulment of resolutions’) and in disputes over the dissolution of a capital company.

2. The provisions of the Supplementary Rules regarding the appointment of an arbitrator (arbitrators) shall apply mutatis mutandis to the resolution of disputes:

- a. on the dissolution of a partnership;
- b. to exclude a shareholder of a commercial company, and
- c. to deprive a partner in a partnership of the right to manage the affairs of the partnership or the right to represent it.

3. The provisions of the Supplementary Rules shall apply mutatis mutandis to the settlement of disputes regarding the existence (non-existence) of resolutions of partners of a partnership and of resolutions of the management or supervisory board of commercial companies.

4. The provisions of the Supplementary Rules shall apply mutatis mutandis to the settlement of disputes arising from the membership of a cooperative or association.

§ 2

RELATIONSHIP OF THE SUPPLEMENTARY RULES TO THE RULES OF THE ARBITRATION COURT

1. In matters not regulated by these Supplementary Rules, the Rules of the Arbitration Court shall apply to the

proceedings.

2. Proceedings under the Supplementary Rules shall be one-instance.
3. In proceedings under the Supplementary Rules, the application of the expedited procedure is excluded.

§ 3

STATEMENT OF CLAIM

1. The statement of claim should include:
 - a. if the Arbitral Tribunal is composed of three arbitrators, an indication of the arbitrator proposed by the claimant together with his/her address;
 - b. indication of the claimant's e-mail address for service.
2. The statement of claim must be accompanied by copies of the statement of claim with attachments for each arbitrator, the respondent company and the Secretariat of the Arbitration Court.

§ 4

COMMENCEMENT OF THE PROCEEDINGS

1. The arbitration proceedings shall be commenced by filing a statement of claim with the Secretariat of the Arbitration Court.
2. The Director of the Court shall notify the company of the commencement of the proceedings immediately, but no later than 3 days after the filing of the statement of claim with the Secretariat of the Arbitration Court. In the notice, the Director of the Court shall instruct the company to announce the commencement of the proceedings in the manner required for company announcements no later than one month after the commencement of the proceedings.
3. If the statement of claim has been duly paid and has no formal deficiencies, the Director of the Court:
 - a. immediately publishes information about the commencement of proceedings on the website accessible at: sadarbitrazowy.org.pl;
 - b. serves a copy of the statement of claim on the respondent company at its registered address as disclosed in the register of entrepreneurs of the National Court Register;
 - c. calls on the respondent company to file an answer to the statement of claim within 14 days of service of a copy of the statement of claim on the company.
4. The management board of the company shall be obliged to notify all shareholders of the commencement of proceedings for the revocation or declaration of invalidity of a resolution of a shareholders' meeting (general meeting) or of proceedings for the dissolution of the company in the manner adopted for the convening of a shareholders' meeting (general meeting), no later than within 7 days from the date of delivery to the Company of a copy of the statement of claim by the Arbitration Court at the Polish Confederation Lewiatan in Warsaw.
5. The notice referred to in § 4 Sec. 4 should include an indication of the parties to the proceedings, an indication of the subject matter of the statement of claim, information on the possibility for the shareholders to familiarise themselves with the case file and a request to submit to the Arbitration Court, within the time limit and under the pain of § 6 Sec. 3, a written statement as to whether or not the person concerned joins the proceedings.
6. If a statement of claim has been brought by the management board of the company or a member of the management board of the company and there is no resolution of the shareholders' meeting (general meeting) to

appoint a representative to represent the company in this dispute, the Director of the Court shall withhold further activities until a representative has been appointed or a guardian of the company has been appointed.

§ 5

ANSWER TO THE STATEMENT OF CLAIM

An answer to the statement of claim should include, in particular:

- a. if the Arbitral Tribunal is composed of three arbitrators, an indication of the arbitrator proposed by the respondent, together with his or her address;
- b. a statement by the company's management board that the company has complied with its obligation to notify the shareholders of the commencement of proceedings in accordance with § 4 Sec. 4;
- c. indication of the respondent company's e-mail address for service.

§ 6

JOINDER (JOINING THE PROCEEDINGS)

1. A shareholder of the company may join the proceedings as a third-party intervener at any time by filing a written statement of joinder with the Arbitration Court. A shareholder who joins the proceedings on the side of the respondent shall have the rights of an independent third-party intervener.
2. The statement of joinder should include:
 - a. the joining party's position on the proposal for an arbitrator made in the statement of claim or answer to the statement of claim if such a proposal has already been made by the party to which it is joining;
 - b. indication of an e-mail address for service.
3. Shareholders who have filed a statement of joinder in the proceedings after the expiry of the period of one month from the company's announcement referred to in the first sentence of Article 1163 § 2 of the Code of Civil Procedure shall not be entitled to raise objections concerning the composition of the Arbitral Tribunal.
4. The Arbitration Court shall inform the parties of the joinder of a shareholder to the proceedings.
5. Shareholders who have not joined the proceedings shall be provided by the Arbitration Court with information on the further course of the arbitration proceedings upon their written request. In particular, the shareholders may request that they be served with copies of the submissions of the parties and interveners, as well as copies of decisions and orders at the e-mail address provided for service. Shareholders who have not joined the arbitration proceedings are not entitled to participate in the hearings.
6. The provisions on joining the proceedings by a shareholder shall apply mutatis mutandis to a third party who has legal standing to participate in the proceedings.

§ 7

RECOGNITION OF A CLAIM BY THE COMPANY

Recognition of a claim by a company requires the consent of the shareholders who have joined the proceedings on its side.

§ 8

APPOINTMENT OF THE SOLE ARBITRATOR

1. If the dispute is to be settled by a sole arbitrator, the parties and the third-party interveners shall unanimously appoint a sole arbitrator within 14 days of the expiry of the time limit for joinder set out in § 6 Sec. 3, after the

company's notification referred to in § 4 Sec. 4.

2. After this period has expired ineffectively, the sole arbitrator shall be appointed within 7 days by the Nominating Committee.

§ 9

APPOINTMENT OF THE ARBITRAL TRIBUNAL OF THREE ARBITRATORS

1. If the dispute is decided by an Arbitral Tribunal consisting of three arbitrators, the claimant in the statement of claim and the respondent in the answer to the statement of claim shall indicate the arbitrator proposed by the party.

2. A shareholder who intervenes in the proceedings as a third-party intervener shall be obliged to respond to the candidacy of the arbitrator proposed by the party it is joining, in accordance with the provisions of § 6 Sec. 2 letter a.

3. If even one of the shareholders who has joined the proceedings before the expiry of the time limit set out in § 6 Sec. 3 objects to the nomination of an arbitrator proposed by the party to which it has joined, the party and the shareholders intervening on its side may, within no more than 14 days after the expiry of the time limit set out in § 6 Sec. 3, agree and unanimously indicate an arbitrator.

4. If the arbitrator is not unanimously indicated by the parties within the time limit set forth in Sec. 3, the entire composition of the Arbitral Tribunal shall be indicated by the Nominating Committee within 7 days.

5. If, within the time limit set forth in § 6 Sec. 3, no shareholder joins the proceedings or none of the joining parties objects to the person of the arbitrator proposed in the statement of claim or answer to the statement of claim, upon expiry of the time limit set forth in § 6 Sec. 3, the proposal of the person of the arbitrator shall be treated as the party's indication of the arbitrator.

§ 10

CONSOLIDATION

1. If a second or further statement of claim for the annulment of the same resolution is brought before the Arbitration Court, it shall be consolidated for joint examination and settlement with the proceedings initiated earlier which remain pending.

2. For the determination of priority, the time of receipt of the statement of claim at the Arbitration Court shall be taken into account. In case of doubt, the Director of the Court shall determine the temporal priority of the statements of claim.

3. A party who files a second and further claim for the annulment of the same resolution in respect of which proceedings are already pending before the Arbitration Court after the expiry of the time limit set forth in § 6 Sec. 3 shall not be entitled to raise objections concerning the composition of the Arbitration Tribunal.

4. The Arbitration Court shall inform the parties of the consolidation of cases.

§ 11

SERVICE OF SUBMISSIONS IN THE COURSE OF PROCEEDINGS

1. Unless otherwise agreed by the parties or the Arbitral Tribunal, all submissions in the proceedings shall be served electronically: (i) for participants in the proceedings to the electronic address indicated in the arbitration agreement or in a subsequent submission from a participant in the proceedings; (ii) for the Arbitration Court to the Court's address.

2. All service shall be made with a copy to the attention of the Director of the Court, the Emergency Arbitrator, if appointed in the proceedings, or the party if they are not addressees.

§ 12

CONDUCT OF PROCEEDINGS AND AWARD

1. A hearing shall be scheduled no later than within 30 days after the Arbitral Tribunal is constituted.
2. An award shall be issued within 3 months following the constitution of the Arbitral Tribunal. The President of the Court, at the Arbitral Tribunal's request, may extend the time limit for issuing an award according to the circumstances of the case, by no more than 3 months.
3. The limitation on the possibility of extending the time limit for issuing an award does not apply when the respondent does not have a body or legal representative authorised to represent it in this dispute.

§ 12

RESUMPTION OF PROCEEDINGS

1. In the event that the Arbitral Tribunal's award rendered in a case for the annulment of a resolution is set aside, the claimant may, within 14 days of the annulment judgment becoming final, file a request to resume the proceedings.
2. If the reason for setting aside the award was non-compliance with the requirements for the composition of the arbitral tribunal, the appointment of a new Arbitral Tribunal shall be made by the Nominating Committee.
3. In the event of refusal to recognise an award of the Arbitral Tribunal issued in a case for annulment of a resolution on the grounds that it is contrary to the fundamental principles of public policy of the Republic of Poland, Sec. 1 shall apply *mutatis mutandis*.