المركز السعودي للتحكيم التجاري
Saudi Center for Commercial Arbitration

Arbitration Rules

Effective 1 May 2023

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Introduction

Selecting the appropriate arbitral institution is a critical decision for parties involved in a dispute. It is essential to ensure that the arbitral institution is capable and experienced in administering arbitrations effectively and that the procedural rules are familiar and instill confidence in all parties.

This second edition of the SCCA Arbitration Rules (the "Rules") is a testament to the Saudi Center for Commercial Arbitration's (the "SCCA") commitment to providing firstclass case administration services while offering the flexibility to meet clients' evolving needs. The Rules are designed to respond to the unique characteristics of each dispute, emphasizing party autonomy and the right of users to determine how their disputes are resolved.

At the same time, the Rules contain prescriptive provisions to ensure that disputes are resolved fairly, efficiently, and promptly while upholding the fundamental principle of due process. Robust governance under the Rules aims to maximize process efficiency by addressing threshold issues early, promptly appointing the Arbitral Tribunal, and managing the parties and process without incurring unnecessary costs and delays. The Rules are developed in accordance with international best practices, making them a reliable choice for parties seeking to resolve their disputes through arbitration.

SCCA Arbitration Rules

The Rules were first adopted on 1 May 2016. This second edition was developed with the expertise and support of the SCCA Rules Advisory Committee and the input from local and international practitioners, following extensive public consultation. The Rules, which came into effect on 1 May 2023, are a result of a comprehensive review and improvement process aimed at enhancing efficiency, reducing costs, and optimizing the arbitration process.

The Rules introduce several amendments that promote effective case management and address emerging issues and practices. The SCCA Court is now empowered to determine key administrative aspects of the arbitration process, such as the appointment/removal of arbitrators, fixing of costs, consolidation, and award review. The Rules encourage the use of technology, such as the electronic transmission of documents, presentation of evidence utilizing electronic means, and the electronic signing of awards, to minimize the environmental impact and optimize efficiency. Additionally, small claims disputes not exceeding a certain threshold are automatically subjected to the Small Claims Procedures.

The Rules also regulate arbitrations involving multiple contracts and parties, with provisions for joinder, consolidation, and coordination of parallel arbitrations. There is a greater emphasis on transparency, with the disclosure of

non-parties with an economic interest in the outcome, such as third-party funders. The composition of the Arbitral Tribunal is governed robustly, with two additional reasons to challenge an arbitrator for failing to perform or lacking the qualifications agreed upon by the parties.

The discretion of the Arbitral Tribunal is expanded, with the right to control and supervise changes in party representatives, encourage amicable dispute resolution, limit the length of written statements and document requests, and conduct hearings remotely. The Rules also prioritize cybersecurity, privacy, and data protection.

Overall, this second edition builds upon the success of its predecessor and represents the most up-to-date and comprehensive set of rules for international arbitration. The Rules apply to all arbitrations filed on or after 1 May 2023.

Expedited Procedure Rules (Appendix II)

The Expedited Procedure Rules were first adopted on 15 October 2018 and have been revised to align with the amendments made to the Rules. The second edition of the Expedited Procedure Rules applies alongside the Rules and prevails over the Rules in case of conflict. The Expedited Procedure Rules were designed for disputes of reduced size or complexity, where the complete procedural protocol provided by the Rules is not justified. The most prominent feature of the Expedited Procedure Rules is that only one arbitrator is appointed to hear the case in a single hearing day. Moreover, the sole arbitrator must issue the final award within 30 days from the date of closure of the proceedings, or within 180 days from the date of the arbitrator's appointment, whichever event occurs first. The Expedited Procedure Rules also provide parties with a fast tracked and streamlined process, the option of having the arbitrator decide the dispute based solely on written submissions, and abbreviated time limits.

The Expedited Procedure Rules automatically apply where the aggregate amount in dispute does not exceed SAR 4,000,000 (exclusive of costs of arbitration), but parties may opt into the Expedited Procedure Rules regardless of the aggregate amount in dispute.

The second edition of the Expedited Procedure Rules came into effect on 1 May 2023 and applies to all arbitrations filed on or after this date, regardless of the date the parties concluded their contract.

Emergency Arbitrator Procedure Rules (Appendix III)

The Emergency Arbitrator Procedure Rules were first adopted on 15 October 2018 and have been revised to align with the amendments made to the Rules. The Emergency Arbitrator Procedure Rules enable parties to seek emergency relief without having to wait for the constitution of the Arbitral Tribunal by applying for the appointment of an Emergency

Arbitrator to consider the application. In contrast to the previous edition, the revised Emergency Arbitrator Procedure Rules provide greater flexibility by allowing any party to file an application for emergency relief even before transmitting a Request for Arbitration to the SCCA. However, the Request for Arbitration must follow within 10 calendar days to avoid the termination of the emergency arbitration.

Appendix III comprehensively outlines the emergency arbitration process, from the filing of the application to the issuance of the interim award or order, with clear and efficient timelines. The Emergency Arbitrator must be appointed within one business day from the date of commencement of the emergency arbitration, and the interim award or order must be issued within 14 days from the date on which the case file has been transmitted to the Emergency Arbitrator.

The revised Emergency Arbitrator Procedure Rules came into effect on 1 May 2023 and apply to all arbitrations filed on or after this date.

Small Claims Procedures (Appendix IV)

The Small Claims Procedures were adopted on 1 August 2026, replacing the Online Dispute Resolution Procedure Rules. The Small Claims Procedures apply alongside the Rules and Appendix I and prevail in case of conflict. The Small Claims Procedures are specifically tailored for small disputes where the aggregate amount in dispute does not exceed SAR 200,000 (exclusive of costs of arbitration). Under the Small Claims Procedures, the SCCA Court shall promptly appoint a sole arbitrator. The arbitrator shall then issue the final award within 30 days from the date of the arbitrator's appointment. The final award is typically based on the parties' written submissions, unless the arbitrator deems it necessary to hold a hearing, which would typically be held via phone, videoconference, or any other appropriate means of remote communication.

The Small Claims Procedures came into effect on 1 August 2026 and apply to all arbitrations filed on or after this date, regardless of the date the parties concluded their contract.

SCCA Model Clauses

This book provides several model clauses for parties seeking to settle their disputes through arbitration administered by the SCCA. These model clauses have been drafted in a clear and concise manner to facilitate their use. Parties are encouraged to consider incorporating additional elements into their clauses, such as the number of arbitrators, the place of arbitration, or the language of arbitration, to tailor the clause to their specific needs. If parties wish to include an SCCA arbitration clause in their contract, they should review the SCCA Guide to Drafting Dispute Resolution Clauses, available on the SCCA's website at www.sadr.org, and seek legal advice as necessary.

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ARBITRATION RULES

Section I

Introductory Rules

Article 1: Definitions

In these SCCA Arbitration Rules and appendices, the following words have these meanings:

Administrator	The SCCA acting in the role of the administrator
Arbitral Tribunal	A panel of one or more arbitrators that decides arbitrations
award or awards	Includes an interim, partial, final, or additional award issued by an arbitrator
Claimant	Includes one or more claimants
claim or claims	Includes claims, counterclaims, crossclaims, and any claim for the purpose of a set-off
day or days	Calendar day(s)
Emergency Arbitrator	A sole arbitrator who decides emergency arbitrations
Notice	Any written notification, communication, proposal, request, answer, pleading, or submission
party or parties	Includes claimants, respondents, and additional parties
President	The president of the SCCA Court
Respondent	Includes one or more respondents
Rules	SCCA Arbitration Rules
SCCA	Saudi Center for Commercial Arbitration
SCCA Court	Court of the Saudi Center for Commercial Arbitration, including its president, vice presidents, members, and committees
Vice President or Vice Presidents	One or more vice presidents of the SCCA Court

Article 2: Scope of Application

1. Where parties have agreed that disputes between them in respect of a defined legal relationship, whether contractual or not, shall be referred to arbitration under these Rules, or have provided for arbitration of a dispute by the SCCA without designating particular rules, then such disputes shall be settled in accordance with these Rules. They thereby authorize the SCCA to administer the arbitration.

2. These Rules shall come into force on 1 May 2023 and shall apply to any arbitration that is commenced on or after that date. The appendices to these Rules shall form an integral part of these Rules.

3. These Rules specify the duties and responsibilities of the SCCA as the Administrator. Except those functions reserved for the SCCA Court under these Rules and the Internal Rules of the SCCA Court, the Administrator may provide services through any SCCA case management office or through arbitral institutions with which the SCCA has cooperation agreements. Arbitrations administered under these Rules shall be administered exclusively by the SCCA or by an organization authorized by the SCCA to do so.

4. These Rules shall govern the arbitration except where any of these Rules is in conflict with a provision of the law applicable to the arbitration from which the parties cannot derogate, in which case that provision shall prevail.

5. Unless the parties agree otherwise, these Rules shall apply together with:

   a) The Expedited Procedure Rules, if the matter falls within the scope of application as set forth in Article 1 of Appendix II; or, alternatively,

   b) The Small Claims Procedures, if the matter falls within the scope of application as set forth in Article 1 of Appendix IV.

   In the event of any conflict, the provisions of Appendix II (if applicable) or, alternatively, Appendix IV (if applicable) shall prevail over these Rules.

Article 3: SCCA Court

1. The SCCA Court is a body independent of the SCCA, which performs certain functions set forth in the Rules and the Internal Rules of the SCCA Court.

2. Except where the Rules state otherwise, the decisions of the SCCA Court shall be final and binding upon the parties and the Arbitral Tribunal. The parties waive any right of appeal or review in respect of the decisions of the SCCA Court.

Article 4: Notice and Calculation of Periods of Time

1. Unless the parties agree, or the Arbitral Tribunal orders, otherwise, a Notice shall be transmitted by courier, registered mail, or any means of communication that provides a record of its transmission, including email or other electronic means.

2. If a party has designated a physical or electronic address specifically for this purpose, any Notice shall be delivered to that party or its authorized representative at that address, and if so delivered shall be deemed to have been received. In the absence of such a designation, a Notice shall be deemed to have been received if it has been delivered to that party or its authorized representative (1) by personal service, (2) at the place of business, (3) at the habitual residence, (4) at the email address which the addressee represents as its authorized email address at the time of such a communication, or (5) if, after reasonable efforts, none of these can be found or delivery fails, at the addressees' last known place of business or habitual residence.

3. A Notice shall be deemed to have been received on the day it is delivered in accordance with paragraph 2 of this Article. A Notice transmitted by email or other electronic means shall be deemed to have been received on the day it is sent.

4. A Notice submitted to the Arbitral Tribunal by one party shall at the same time be transmitted by that party to all other parties and, unless the Administrator instructs otherwise, to the Administrator.

5. For the purpose of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a Notice has been transmitted or deemed to have been transmitted in accordance with paragraph 2 of this Article. If the last day of such period is an official holiday or a non-business day at the addressee's place of business or habitual residence, the period of time shall be extended until the first business day which follows. Official holidays or non-business days occurring during the running of the period of time are included in calculating such period.

6. The Administrator, if the Arbitral Tribunal has not yet been constituted, may extend any of the periods of time provided in these Rules if it considers such an extension justified. Once constituted, the Arbitral Tribunal may extend such periods of time at its discretion except the one provided in Article 33(4) and any other periods of time established by the Administrator.

Article 5: Request for Arbitration

1. The Claimant shall transmit the Request for Arbitration, including all accompanying documents, to the other parties and to the Administrator as set forth in Article 4.

2. The Request for Arbitration shall include:

   a) A statement that the dispute be referred to SCCA arbitration;

   b) The names and contact details of the parties and, if known, of their authorized representatives;

   c) A copy of the contract(s) or legal instrument(s) out of which or in relation to which the dispute arises, and a copy of the arbitration agreement(s) invoked by the Claimant to support its claims if not part of the contract(s) or legal instrument(s);

   d) A description of the claim and a concise summary of the facts supporting it;

   e) A statement of the relief or remedy sought and any amount claimed; and

   f) A proposal as to the number of arbitrators, language of arbitration, and place of arbitration, if the parties have not previously agreed thereon.

3. The constitution of the Arbitral Tribunal shall not be affected by any disagreement between the parties with respect to the adequacy of the Request for Arbitration, which shall be finally resolved by the Arbitral Tribunal.

4. The Request for Arbitration shall be accompanied by the appropriate SCCA registration fee set forth in Article 1 of Appendix I. An arbitration shall be deemed to commence on the date on which the Administrator determines at its discretion that the above filing requirements have been satisfied and the SCCA registration fee has been paid.

Article 6: Answer to the Request for Arbitration

1. Within 30 days of the commencement of the arbitration, the Respondent shall transmit the Answer to the Request for Arbitration, including all accompanying documents, to the other parties and the Administrator as set forth in Article 4.

2. The Answer to the Request for Arbitration shall include:

   a) The Respondent's name and contact details;

   b) A response to the claim and the relief or remedy sought that has been set out in the Request for Arbitration, in accordance with Article 5(2)(d) and (e); and

   c) Any plea that the Arbitral Tribunal to be constituted under these Rules lacks jurisdiction.

3. The Answer to the Request for Arbitration may also include:

a) A brief description of counterclaims or claims for the purpose of a set off, if any. This shall include the supporting facts, an indication of the relief or remedy sought, and any amount claimed; and

b) Any observations or proposals concerning the number of arbitrators, language of arbitration, and place of arbitration in light of the Claimant's proposal.

4. The Respondent's failure to submit an Answer to the Request for Arbitration shall not prevent the arbitration from proceeding.

Article 7: Emergency Measures of Protection

1. Any party (the "Applicant") may request emergency relief before the constitution of the Arbitral Tribunal by transmitting a written application, including all accompanying documents, (the "Application") to the Administrator and to the other parties by email as set forth in Appendix III. Only if a party's email address (as identified in Article 4(2)) is not available to the Applicant, the electronic delivery fails, or the parties expressly have agreed otherwise, the Applicant shall transmit the Application by the other means set forth in Article 4. The Application must include a statement certifying that the other parties have been notified or an explanation of the steps taken in good faith to notify the other parties.

2. In its Application, the Applicant shall specify the nature of the relief sought, the reasons why such relief is required on an emergency basis, and the reasons why the Applicant is entitled to such relief.

3. The Application shall be accompanied by the appropriate SCCA administrative fee and Emergency Arbitrator fee set forth in Article 9 of Appendix III. An emergency arbitration shall be deemed to commence on the date the Administrator determines at its discretion that the above filing requirements have been satisfied and the fees have been paid.

4. The Administrator shall terminate the emergency arbitration if it has not received a Request for Arbitration from the Applicant within 10 days of the receipt of the Application, unless the Emergency Arbitrator determines that a longer period of time is necessary.

5. Within one business day of receipt of the Application as provided in paragraph 1 of this Article, the SCCA Court shall appoint a single Emergency Arbitrator. Prior to accepting the appointment, a prospective Emergency Arbitrator shall, in accordance with Article 17, disclose to the Administrator any circumstances that may give rise to justifiable doubts as to his or her impartiality or independence. Any challenge to the appointment of the Emergency Arbitrator must be made within one business day of the Administrator's communication to the parties

of the appointment of the Emergency Arbitrator and the circumstances disclosed.

6. As soon as possible, and in any event within two business days of the appointment, the Emergency Arbitrator shall establish a schedule for consideration of the Application. Such a schedule shall provide all parties with a reasonable opportunity to be heard and may provide for proceedings by telephone, video, written submissions, or other suitable means, as alternatives to an in-person hearing. The Emergency Arbitrator shall have the authority vested in the Arbitral Tribunal under Article 24, including the authority to rule on his or her own jurisdiction, and shall resolve any disputes over the applicability of this Article.

7. The Emergency Arbitrator shall have the power to order or award any interim, provisional, or precautionary measures that the Emergency Arbitrator deems necessary, including injunctive relief and measures for the protection or conservation of property. Any such measure may take the form of an interim award or order. The Emergency Arbitrator shall state the reasons upon which his or her interim award or order is based, which may be in summary form. The Emergency Arbitrator may modify or vacate the interim award or order. Any interim award or order shall have the same effect as an interim measure made in accordance with Article 28 and shall be binding on the parties once issued. The parties shall undertake to comply with such an interim award or order without delay.

8. The Emergency Arbitrator shall issue his or her interim award or order no later than 14 days from the date on which the case file was transmitted to the Emergency Arbitrator. The Administrator may extend this time limit in accordance with a reasoned request from the Emergency Arbitrator or on its own initiative if it considers it necessary to do so.

9. Any interim award or order issued by the Emergency Arbitrator shall cease to be binding on the parties:

   a) If all claims are withdrawn or the arbitration is terminated before the final award is issued; or

   b) If the Request for Arbitration is not submitted in accordance with Article 5(2), or the dispute is not registered by the Administrator, the party against which the interim award or order is issued may in this case request the Emergency Arbitrator to issue a new interim award or order withdrawing the previous interim award or order.

10. The Emergency Arbitrator's powers shall terminate once the Arbitral Tribunal is constituted. Once the Arbitral Tribunal has been constituted, it may reconsider, modify, or vacate the interim award or order issued by the Emergency Arbitrator. The Emergency Arbitrator may not serve as a member of the Arbitral Tribunal unless the parties so agree.

11. The Emergency Arbitrator may condition the issuance of any interim award or order on the provision of appropriate security by the party seeking such relief.

12. A request for interim measures transmitted by a party to a judicial authority shall not be deemed incompatible with this Article or with the agreement to arbitrate or a waiver of the right to arbitrate.

13. The costs associated with the Application, including the SCCA administrative fee and the Emergency Arbitrator fee, shall be addressed by the Emergency Arbitrator, subject to the power of the Arbitral Tribunal to determine finally the allocation of such costs in the final award.

Article 8: Amendments to the Claim or Defense

1. Any party may amend or supplement its Request for Arbitration, the Answer, or any statement of claim or defense prior to the constitution of the Arbitral Tribunal.

2. Once constituted, any request to amend or supplement shall be subject to the Arbitral Tribunal's permission. In deciding whether it permits such a request, the Arbitral Tribunal shall take into account whether it causes undue delay, prejudices the other parties, falls outside the Arbitral Tribunal's jurisdiction, or any other circumstances the Arbitral Tribunal considers inappropriate. The Arbitral Tribunal may subject its permission to amend or supplement a claim to the provision of appropriate security by the requesting party.

Article 9: Representation and Assistance

1. Each party may be represented or assisted by persons chosen by it. Unless applicable law requires otherwise, any party may be represented or assisted by legal practitioners or any other authorized representatives, including foreign legal practitioners regardless of the jurisdiction in which they are based or licensed to practice.

2. The names and addresses of such persons must be communicated to all parties, the Arbitral Tribunal and the Administrator. Such communication must specify whether the appointment is being made for the purposes of representation or assistance. Where a person is to act as a representative of a party, the Arbitral Tribunal and the Administrator, on their own initiative or at the request of any party, may at any time require proof of authority granted to the representative in such a form as the Arbitral Tribunal or the Administrator may determine.

3. Each party must promptly inform the other parties, the Arbitral Tribunal, and the Administrator if it proposes to change or add a representative. The Arbitral Tribunal may refuse to allow a proposed change in representation if it considers it necessary to safeguard the composition of the Arbitral Tribunal or the finality of the award. In taking

that decision, the Arbitral Tribunal shall take into account, among other things, the stage of the arbitration and the likely impact of the change or addition in representation.

Article 10: Administrative Conference

The Administrator may conduct an administrative conference before the Arbitral Tribunal is constituted to facilitate party discussion and agreement on issues such as arbitrator selection, process efficiencies, and any other administrative matters. Unless the parties agree otherwise, the administrative conference shall be held remotely by videoconference, telephone, or any other appropriate means of remote communication.

Section II

Multi-Contract and Multi-Party Arbitration

Article 11: Multiple Contracts

1. Claims arising out of or in connection with more than one contract or arbitration agreement may be made in a single Request for Arbitration where:

   a) The relief sought arises out of the same transaction or a series of related transactions;

   b) A common question of law or fact arises under each arbitration agreement giving rise to the arbitration; and

   c) If applicable, the multiple arbitration agreements under which the claims are made are compatible.

2. Any objections by any party as to whether all of the claims may be determined together in a single arbitration shall not prevent the Administrator from proceeding with the administration of the matter. Any such objections shall be referred to the Arbitral Tribunal once constituted for determination unless the Administrator at its discretion refers any such objections to the SCCA Court for determination. Where an objection is referred to the SCCA Court for determination, the SCCA Court shall have regard to the requirements for consolidation set forth in Article 13. The SCCA Court's determination to proceed with a single arbitration does not prevent the Arbitral Tribunal from making any determinations under Article 24.

Article 12: Joinder

1. A party wishing to join an additional party to the arbitration shall submit a request for joinder to the Administrator, the additional party, and the other parties. No party may be joined after the appointment of any arbitrator, unless:

   a) All parties agree, including the additional party, and the additional party accepts the constitution of the Arbitral Tribunal; or

   b) The additional party agrees with the joinder, accepts the constitution of the Arbitral Tribunal, and the Arbitral Tribunal determines that the joinder is appropriate.

2. In deciding whether the joinder is appropriate, the Arbitral Tribunal shall take into account all relevant circumstances of the case, including whether the Arbitral Tribunal has prima facie jurisdiction over the additional party, the

timing of the request for joinder, possible conflicts of interests, and the impact of the joinder on the arbitration.

3. The date on which the additional party accepts to be joined shall be deemed to be the date of the commencement of arbitration against the additional party.

4. The request for joinder shall contain the same information required of a Request for Arbitration under Article 5(2).

5. The additional party shall submit an Answer in accordance with Article 6.

6. The additional party may make claims against any other party in accordance with Article 6.

Article 13: Consolidation

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

   a) The parties have agreed to consolidation;

   b) All the claims in the arbitrations are made under the same arbitration agreement(s); or

   c) The claims in the arbitrations are not made under the same arbitration agreement(s), but the disputes in the arbitrations arise in connection with the same legal relationship, and the SCCA Court finds the arbitration agreement(s) to be compatible.

2. No application for consolidation may be made under this Article if the Arbitral Tribunal in any of the arbitrations has been fully constituted, unless:

   a) All parties to all arbitrations agree to consolidation; or

   b) All members of all Arbitral Tribunals are identical and each Arbitral Tribunal requests that there be consolidation.

3. In deciding whether to consolidate two or more arbitrations, the SCCA Court shall have regard to all relevant circumstances, including:

   a) The applicable law;

   b) The extent to which the same arbitrators have been appointed in all the relevant proceedings;

   c) The progress already made in the arbitrations;

   d) Whether the arbitrations raise common issues of law and/or facts; and

   e) Whether the consolidation of the arbitrations would serve the interests of justice and efficiency.

4. Where the SCCA Court decides to consolidate two or more arbitrations, each party in those arbitrations shall be deemed to have waived its right to nominate an arbitrator. The SCCA Court shall, as necessary, complete the appointment of the Arbitral Tribunal in the consolidated arbitration, and may revoke the confirmation or appointment of any arbitrators, appoint additional arbitrators, or select one of the previously appointed arbitrators to serve in the consolidated arbitration.

Article 14: Coordination of Proceedings

After consultation with the parties, the Arbitral Tribunal may coordinate the proceedings in two or more arbitrations under these Rules, including by aligning specific procedural aspects of the arbitrations, issuing a single award in relation to all arbitrations, or suspending any of those arbitrations until after the determination in another, where:

a) The same Arbitral Tribunal is constituted in each arbitration;

b) A common question of law or fact arises in each arbitration; and

c) Coordination will assist in resolving the dispute(s) in an expeditious and cost-effective manner.

Section III

Composition of the Arbitral Tribunal

Article 15: Number of Arbitrators

If the parties have not previously agreed on the number of arbitrators, one arbitrator shall be appointed, unless the SCCA Court, after consultation with the parties, determines at its discretion that three arbitrators are appropriate because of the size, complexity, or other circumstances of the case.

Article 16: Appointment of Arbitrators

Nomination under agreed procedure

1. The parties may agree upon any procedure for nominating arbitrators and shall inform the Administrator promptly of any such agreed procedure.

2. The parties may agree to nominate any arbitrators with or without the Administrator's assistance. When such nominations are made, the parties shall take into account the arbitrators' availability to serve and shall notify the Administrator promptly so that a statement of acceptance can be sent to the arbitrators, together with a copy of these Rules.

3. Where the parties have agreed upon a procedure for nominating the arbitrators, but all nominations have not been made within the time limits provided by that procedure, the SCCA Court may, at the written request of any party, perform all functions provided for in that procedure that remain to be performed.

4. If within 30 days after the commencement of the arbitration, or any other time agreed by the parties, the arbitrators have not been nominated, the SCCA Court shall, at the request of any party, appoint the arbitrators in accordance with the below provisions.

Nomination of a sole arbitrator

5. If the matter is to be resolved by one arbitrator, the parties should attempt to nominate the arbitrator jointly. If the parties have not made such a joint nomination within 30 days of the commencement of the arbitration, the SCCA Court shall appoint the arbitrator in accordance with the below provisions.

Nomination of Arbitral Tribunal members

6. If the matter is to be resolved by a three-member Arbitral Tribunal, and where the parties have not agreed otherwise, the Claimant and the Respondent shall each nominate one arbitrator no later than 30 days after the commencement of the arbitration.

7. If there are more than two parties to an arbitration, the multiple Claimants, jointly, or the multiple Respondents, jointly, shall nominate an arbitrator no later than 30 days after the commencement of the arbitration.

8. Where an additional party has been joined in accordance with Article 12, the additional party may, jointly with the Claimant or jointly with the Respondent, nominate an arbitrator no later than 30 days after the joinder of the additional party.

9. In the absence of a joint nomination within the time limit provided in paragraph 7 or 8 of this Article, the SCCA Court shall appoint each member of the Arbitral Tribunal in accordance with the provisions below and shall designate the presiding arbitrator. In that case, each party shall be deemed to have waived its right to nominate an arbitrator, and the SCCA Court may revoke the confirmation or appointment of any arbitrators.

10. Unless the parties agree otherwise, the third arbitrator, who shall act as presiding arbitrator, shall be appointed by the SCCA Court in accordance with the below provisions.

Appointment by the SCCA Court

11. All arbitrators shall be appointed by the SCCA Court, whether nominated by the parties or otherwise.

12. In making appointments, the SCCA Court shall, after consultation with the parties through the Administrator, endeavor to appoint suitable arbitrator(s), taking into account their availability to serve and their ability to conduct the arbitration in accordance with the Rules.

13. When appointing arbitrators, the SCCA Court may at its discretion make a direct appointment or appoint an arbitrator using the list procedure set forth in paragraph 15 of this Article.

14. Notwithstanding any agreement by the parties on the number of arbitrators or the nomination procedure, the SCCA Court may in exceptional circumstances directly appoint the arbitrator(s) to avoid a significant risk of unequal treatment or unfairness that may risk affecting the validity of the award. In that case, each party shall be deemed to have waived its right to nominate an arbitrator, and the SCCA Court may revoke the confirmation or appointment of any arbitrators.

15. The SCCA Court may at its discretion appoint arbitrator(s) using the following list method:

    a) The Administrator shall simultaneously send each party an identical list of names of persons for consideration as arbitrator(s). The parties should attempt to agree to an arbitrator from the submitted list and should inform the Administrator promptly of any agreement.

b) If, after receipt of the list, the parties are unable to agree upon an arbitrator(s), each party shall have 14 days from the transmittal date in which to strike names objected to, number the remaining names in order of preference, and return the list to the Administrator. If a party does not return the list within the time specified, all persons on it shall be deemed acceptable. The parties are not required to exchange selection lists.

c) From among the persons who have been approved on the parties' lists, and in accordance with the designated order of mutual preference, the SCCA Court shall appoint an arbitrator to serve.

d) If the parties fail to agree on any of the persons listed, or if the appointment cannot be made from the submitted list, the SCCA Court shall have the power to make the appointment without the submission of additional lists.

e) The SCCA Court shall designate the presiding arbitrator.

Article 17: Disclosure

1. Arbitrators acting under these Rules shall be impartial and independent. They shall act in accordance with the terms of the statement of acceptance provided by the Administrator and the SCCA Code of Ethics for Arbitrators.

2. Upon accepting a nomination, an arbitrator shall sign the statement of acceptance provided by the Administrator affirming availability to serve, independence, and impartiality. The arbitrator shall disclose any circumstances that may give rise to justifiable doubts as to his or her impartiality or independence.

3. If, at any stage during the arbitration, circumstances arise that may give rise to such doubts, an arbitrator or party shall promptly disclose such information to all parties and to the Administrator. Upon receipt of such disclosure from an arbitrator or a party, the Administrator shall communicate it to all parties and, in case of a three-member Arbitral Tribunal, to all arbitrators.

4. A disclosure by an arbitrator or party does not necessarily indicate belief by the arbitrator or party that the disclosed information gives rise to justifiable doubts as to the arbitrator's impartiality or independence.

5. Failure of a party to disclose any circumstances that may give rise to justifiable doubts as to an arbitrator's impartiality or independence within a reasonable period after the party becomes aware of such information constitutes a waiver of the right to challenge an arbitrator based on those circumstances.

6. Each party must promptly disclose to the Administrator, all the other parties, and the arbitrators the identity of any non-party who has an economic interest in the arbitration's outcome, including any third-party funder.

7. Except as provided for in Canon III(B) of the SCCA Code of Ethics for Arbitrators, the parties shall avoid any form of unilateral communication with an arbitrator or prospective arbitrator regarding the arbitration. If any such communication is made, all the other parties and the Arbitral Tribunal shall be informed immediately of the substance of and reasons for such communications.

Article 18: Challenge of Arbitrators

1. Any arbitrator may be challenged if:

   a) Circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence;

   b) The arbitrator has failed to perform his or her duties; or

   c) The arbitrator manifestly does not possess the qualifications agreed to by the parties.

2. The Administrator may on its own initiative request that the SCCA Court consider the removal of an arbitrator for failing to perform his or her duties.

3. A party that intends to challenge an arbitrator shall send a Notice of its challenge to the Administrator within 14 days after:

   a) It has been notified of the appointment of the challenged arbitrator; or

   b) The circumstances mentioned in paragraph 1 of this Article became known to that party.

   The Notice shall state the reasons for the challenge. Unless the Arbitral Tribunal decides otherwise, any challenge does not suspend or otherwise affect the ongoing arbitration.

4. Upon receipt of such a challenge, the Administrator shall notify the other parties and the Arbitral Tribunal of the challenge. The Administrator shall give the other parties, the challenged arbitrator, and the other members of the Arbitral Tribunal an opportunity to comment in writing within a suitable period of time. Such comments shall be communicated to the Administrator, all the parties, and the members of the Arbitral Tribunal.

5. When an arbitrator has been challenged by a party, all parties may agree to the challenge. The arbitrator may also withdraw from office. In neither case does this imply acceptance of the validity of the grounds for the challenge.

6. If all parties do not agree to the challenge and the challenged arbitrator does not withdraw, the SCCA Court shall decide on the admissibility and merits of the challenge.

7. Upon the request of any party, the SCCA Court may at its discretion provide written reasons regarding its decision on the challenge. The provision of reasons may be subject to the payment of a fee to be fixed by the SCCA Court.

Article 19: Replacement of an Arbitrator

If an arbitrator resigns or is removed for any reason and the office becomes vacant, a replacement arbitrator shall be appointed. The SCCA Court may decide to follow the original nominating process or otherwise make an appointment in accordance with Article 16.

Article 20: Tribunal Secretary

The Arbitral Tribunal may, with the consent of the parties, appoint a tribunal secretary who shall serve in accordance with these Rules and the SCCA Secretary Regulations.

Article 21: Exclusion of Liability

Arbitrators (including any Emergency Arbitrator), any person appointed by the Arbitral Tribunal, the Administrator, the SCCA Board of Directors and its members, the SCCA Court and its members, the SCCA Committees and their members, and the SCCA and its employees shall not be liable to any party for any act or omission in connection with any arbitration under these Rules, except to the extent that such a limitation of liability is prohibited by applicable law. The parties agree that none of the aforementioned persons or bodies shall be under any obligation to make any statement about the arbitration,and no party shall seek to make any of these persons or bodies a party or witness in any judicial or other proceeding related to the arbitration.

Section IV

Arbitral Proceedings

Article 22: Place of Arbitration

1. If the parties do not agree on the place of arbitration by a date established by the Administrator, the SCCA Court shall initially determine the place of arbitration subject to a final determination to be made by the Arbitral Tribunal within 30 days from the date of its constitution.

2. In determining the place of arbitration, both the SCCA Court and the Arbitral Tribunal shall have regard to the circumstances of the case and the convenience of such a place to the parties.

3. Unless the parties agree otherwise and save where hearings are held remotely as set forth in Article 29(2), the Arbitral Tribunal may meet at any location it considers appropriate, irrespective of the place of arbitration, to conduct hearings and procedural meetings. The Arbitral Tribunal may meet at any location it considers appropriate to deliberate.

4. The award shall be deemed to have been issued at the place of arbitration regardless of where the award is signed, including electronically.

Article 23: Language of Arbitration

1. If the parties do not agree on the language(s) of arbitration by a date established by the Administrator, the Administrator shall initially determine the language(s) of the arbitration subject to a final determination to be made by the Arbitral Tribunal within 30 days from the date of its constitution.

2. In determining the language(s) of arbitration, both the Administrator and the Arbitral Tribunal shall be guided by the language(s) of the arbitration agreement, any contract within which the arbitration agreement is contained, the circumstances of each case, and the convenience of the chosen language(s) to the parties.

3. The Arbitral Tribunal may order that any documents annexed to the Request for Arbitration, the Answer, or any statement of claim or defense, and any supplementary documents or exhibits submitted in the course of the arbitration in their original language shall be accompanied by a translation into the language(s) agreed upon by the parties or determined by the Administrator. In the case of multiple languages, the Arbitral Tribunal may confine the translation to one or some of them.

Article 24: Admissibility, Arbitrability, and Jurisdiction

1. The Arbitral Tribunal shall have the power to rule on:

   a) Its own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement(s); and

   b) Whether a claim is admissible or arbitrable.

2. The Arbitral Tribunal's determination that a contract is non existent, invalid, or ineffective shall not for that reason alone render the arbitration agreement contained in the contract in question invalid or unenforceable.

3. Where there are more than two parties to the arbitration, the arbitration shall proceed between those parties with respect to which the Arbitral Tribunal is satisfied that a binding arbitration agreement exists.

4. A party must object to the Arbitral Tribunal's jurisdiction or to the admissibility or arbitrability of a claim no later than at the time of the transmission of the Answer to the Request for Arbitration or the answer to any other claims. The Arbitral Tribunal may extend this time limit at its discretion.

5. The Arbitral Tribunal may rule on any objections under this Article as a preliminary matter or as part of an award on the merits.

6. Objections to the Arbitral Tribunal's jurisdiction or the admissibility or arbitrability of a claim raised prior to the constitution of the Arbitral Tribunal shall not prevent the Administrator from proceeding with the Arbitral Tribunal's constitution as set forth in Article 16. Such objections shall be referred to the Arbitral Tribunal once constituted for determination.

Article 25: Conduct of Arbitration

1. Subject to these Rules, the Arbitral Tribunal may conduct the arbitration in whatever manner it considers appropriate, provided that the parties are treated equally and that each party has the right to be heard and is given a fair opportunity to present its case.

2. The Arbitral Tribunal shall conduct the arbitration with a view to resolving the dispute in an expeditious and cost-effective manner, taking into account the complexity and value of the dispute. Unless the Arbitral Tribunal deems it unnecessary to conduct a case management conference with the parties in view of the circumstances of the case, such conference shall be conducted in the manner deemed appropriate by the Arbitral Tribunal within 30 days from the date of its constitution. The purpose of the conference is to organize all stages of the arbitration and agree to procedures, including the style of and deadlines

for any submissions by the parties and the date(s) of the hearing, if a hearing is to be held. In establishing procedures for the arbitration, the Arbitral Tribunal and the parties are encouraged to consider how technology, including but not limited to electronic communications, e-filings, and the electronic presentation of evidence, could be used, including to reduce the environmental impact of the arbitration. In all cases, the Arbitral Tribunal shall determine the extent to which technology shall be used in view of all circumstances of the case, including any reasoned objection by any party that the use of such technology would impair its ability to present its case.

3. The Arbitral Tribunal may at its discretion decide preliminary issues, bifurcate proceedings, direct the order of proof, exclude cumulative or irrelevant testimony or other evidence, and direct the parties to focus their presentations on issues whose resolution could dispose of all or part of the case.

4. At any time during the proceedings, the Arbitral Tribunal may order the parties to file written submissions or to produce documents, exhibits, or any other evidence in the manner and within the timeline it deems necessary or appropriate.

5. The Arbitral Tribunal shall determine the admissibility, relevance, materiality, and weight of the evidence.

6. The parties shall make every effort to avoid unnecessary delay and expense in the arbitration. The Arbitral Tribunal may allocate costs, draw adverse inferences, and take such additional steps as are necessary to protect the efficiency and integrity of the arbitration.

7. At any time during the arbitration, the Arbitral Tribunal may encourage the parties to consider settlement of all or part of the dispute either by negotiation or through any form of amicable dispute resolution methods such as mediation. An arbitrator may not serve as a mediator unless the parties so agree.

Article 26: Early Disposition of Claims or Defenses

1. Any party (the "Applicant") may request the Arbitral Tribunal to dispose of issues of jurisdiction, admissibility, or legal merit (the "Application") raised in a claim or defense without the need to follow every step that would otherwise be taken in the ordinary course of an arbitration. The Application may concern assertions such as:

   a) An allegation of fact or law material to the outcome of the case is manifestly without merit;

   b) Even if the facts advanced by the other party are assumed to be true, no award could be issued in that party's favor under the applicable law; or

c) Any issue of fact or law material to the outcome of the case is, for any other reasons, suitable for determination by way of early disposition.

2. The Applicant shall transmit the Application to the Arbitral Tribunal, the Administrator, and the other parties within 30 days from the filing of the concerned claim or defense. In its Application, the Applicant shall specify the facts and the legal basis relied upon and how an early disposition contributes to a more efficient resolution of the dispute.

3. In determining whether to allow the Application, after having provided the other parties an opportunity to express their views, the Arbitral Tribunal shall have regard to all relevant circumstances, including the extent to which an early disposition advances the resolution of the dispute in an expeditious and cost-effective manner in accordance with Article 25(2). If the Arbitral Tribunal allows the Application to proceed, it shall establish a procedural timetable to determine the Application providing each party an equal and reasonable opportunity to present its case in accordance with Article 25(1).

4. The Arbitral Tribunal shall issue an order or award on the Application within 30 days from the date it allows the Application to proceed. Upon request by the Arbitral Tribunal, the Administrator may in exceptional circumstances extend this time limit by up to 15 days. The Arbitral Tribunal shall state the reasons on which its order or award is based, which may be in summary form. The Arbitral Tribunal may make any decision on costs forthwith or reserve it for a later stage. The Arbitral Tribunal may order costs against an unsuccessful party where it is of the view that the Application was frivolous. An order rejecting the Application shall be without prejudice to the Arbitral Tribunal's final decision on the relevant questions of fact and law.

Article 27: Exchange of Information

1. The Arbitral Tribunal shall manage the exchange of information between the parties with a view to maintaining efficiency and economy. The Arbitral Tribunal and the parties shall endeavor to avoid unnecessary delay and expense while at the same time assuring equal treatment and safeguarding each party's opportunity to present its claims and defenses. After giving the parties reasonable opportunity to state their views, the Arbitral Tribunal may make any procedural order to:

   a) Limit the length or content of, or dispense with, certain written submissions;

   b) Limit the written or oral testimony of any witness;

   c) Require the parties to correspond through electronic means; or

d) Require that all written submissions be filed exclusively by email or other electronic means.

2. The parties shall exchange all documents upon which each intends to rely according to a schedule set by the Arbitral Tribunal. After consultation with the parties, the Arbitral Tribunal may limit any requests for document production.

3. When documents to be exchanged are maintained in electronic form, the party in possession of such documents may make them available in the form most convenient and economical for it (which may be paper copies), unless the Arbitral Tribunal determines, on application, that there is a compelling need for access to the documents in a different form. Requests for documents maintained in electronic form should be narrowly focused and structured to make searching for them as economical as possible. The Arbitral Tribunal may direct testing or other means of focusing and limiting any search.

4. The Arbitral Tribunal may, on application, require a party to permit inspection of relevant premises or objects with reasonable notice.

5. In the event a party fails to comply with an order for information exchange, the Arbitral Tribunal may draw adverse inferences and may also take such failure into account when allocating costs.

Article 28: Interim, Provisional, Precautionary, or Other Measures

1. The Arbitral Tribunal may, upon application by a party (the "Applicant"), grant interim measures.

2. Such interim measures may include an order to:

   a) Maintain or restore the status quo pending determination of the dispute;

   b) Take action that would prevent, or refrain from taking action that is likely to cause (1) current or imminent harm, or (2) prejudice to the arbitral process itself;

   c) Provide a means of preserving assets out of which a subsequent award may be satisfied; or

   d) Preserve evidence that may be relevant and material to the resolution of the dispute.

3. The Applicant shall satisfy the Arbitral Tribunal that:

   a) Harm not adequately reparable by an award of damages is likely to result if the measure is not ordered, and such harm substantially outweighs the harm that is likely to result to the party against whom the measure is directed if the measure is granted; and

b) There is a reasonable possibility that the Applicant will succeed on the merits of the claim. The determination on this possibility shall not require a full hearing and shall not affect the discretion of the Arbitral Tribunal in making any subsequent determinations.

4. With regard to an application for an interim measure under paragraph 2(d) of this Article, the requirements in paragraphs 3(a) and (b) of this Article shall apply only to the extent the Arbitral Tribunal considers appropriate.

5. The Arbitral Tribunal may modify, suspend, or terminate an interim measure it has granted, upon application of any party or, in exceptional circumstances and upon prior Notice to the parties, on the Arbitral Tribunal's own initiative.

6. The Arbitral Tribunal may require the Applicant to provide appropriate security in connection with such a measure.

7. The Arbitral Tribunal may require any party to promptly disclose any material change in the circumstances that were the basis for applying for or granting the interim measure.

8. The Applicant may be responsible for any costs and damages caused by the measure to any party if the Arbitral Tribunal later determines that, in the circumstances then prevailing, the measure should not have been granted. The Arbitral Tribunal may award such costs and damages at any point during the arbitration.

9. An application for interim measures submitted by any party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of such agreement.

Article 29: Hearing

1. The Arbitral Tribunal may decide on a document-only basis unless a party requests a hearing and the Arbitral Tribunal deems it appropriate in the circumstances to hold one.

2. If it deems it appropriate to hold a hearing, the Arbitral Tribunal shall give the parties reasonable notice of the date, time, mode, and place of the hearing (if not remote). In all cases, the Arbitral Tribunal shall, after consultation with the parties and upon consideration of all relevant circumstances, determine the mode and format of any such hearing, including whether it will be conducted in person, remotely by videoconference or other appropriate means of communication, or in a hybrid format.

3. Unless the parties agree otherwise, the Arbitral Tribunal may direct that hearings shall be recorded. Unless the parties agree, or applicable law requires, otherwise,

hearings are private, and any recording of the hearing shall remain confidential.

Article 30: Witnesses of Fact

1. Each party shall give the Arbitral Tribunal and the other parties the names and addresses of any witnesses it intends to present, the subject of their testimony, and the language(s) in which such witnesses shall give their testimony.

2. At an appropriate time during the proceedings, the Arbitral Tribunal shall, after consulting the parties, determine the manner and order in which witnesses are examined.

3. Unless the Arbitral Tribunal directs otherwise, witness testimony should be presented in the form of written statements signed by the witnesses. The Arbitral Tribunal may require any witness to appear at a hearing. If a witness called for examination by either party or by the Arbitral Tribunal fails to appear, the Arbitral Tribunal shall determine the consequences of such a failure, taking into consideration whether a valid excuse was provided.

4. Subject to the mandatory provisions of any applicable law, the Arbitral Tribunal shall be entitled, but not required to administer any appropriate oath or affirmation to any witness at any hearing, prior to examination of such a witness by either party and/or the Arbitral Tribunal.

Article 31: Expert Appointed by the Arbitral Tribunal

1. After consultation with the parties, the Arbitral Tribunal may appoint one or more independent experts to report to it, in writing, on specific issues to be determined by the Arbitral Tribunal, which shall be communicated to the parties.

2. Before accepting the appointment, the expert shall submit to the Arbitral Tribunal and to all parties a description of his or her qualifications and a statement of impartiality and independence. Within the time specified by the Arbitral Tribunal, the parties shall inform the Arbitral Tribunal whether they have any objections as to the expert's qualifications, impartiality, or independence. The Arbitral Tribunal shall decide promptly whether to accept any such objections. After an expert's appointment, a party may object to the expert's qualifications, impartiality, or independence only if the objection is for reasons of which the party becomes aware after the appointment has been made. The Arbitral Tribunal shall decide promptly what action to take, if any, on the objection.

3. The parties shall promptly submit to the expert all information or produce for the expert's inspection all documents or goods as ordered by the Arbitral Tribunal.

4. Upon receipt of the expert's report, the Arbitral Tribunal shall communicate a copy of the report to the parties, who shall be given the opportunity to express, in writing, their opinion on the report. A party shall be entitled to examine any document on which the expert has relied in his or her report.

5. At the request of any party, the Arbitral Tribunal shall give the parties an opportunity to question the expert at a hearing. At this hearing, parties may present expert witnesses to testify on the points at issue. The provisions of Article 29 shall be applicable to such proceedings.

6. The Arbitral Tribunal may not delegate its decision-making authority to the expert or anyone else.

Article 32: Default

If the Arbitral Tribunal duly invites a party to attend any hearing, file a written submission, produce evidence, or take any other steps as ordered by the Arbitral Tribunal in the proceedings, and that party fails to do so on the date(s) or within the time established by the Arbitral Tribunal without showing sufficient cause for such failure, the Arbitral Tribunal nevertheless may proceed with the arbitration and issue a final award on the evidence before it.

Article 33: Closing of Proceedings and Time Limit for Award

1. As soon as possible after the last hearing concerning matters to be decided in a final award or the filing of the last authorized submissions concerning such matters, whichever is later, the Arbitral Tribunal shall declare the proceedings closed.

2. After the proceedings are closed, no further submission or argument shall be made, and no further evidence produced. In exceptional circumstances the Arbitral Tribunal may decide, on its own initiative or upon application of a party, to reopen the proceedings at any time before it issues the final award.

3. Unless the parties agree otherwise, the Arbitral Tribunal shall issue its final award no later than 75 days from the date of the closing of the proceedings.

4. In any event and taking into consideration the needs for expediency and efficiency, the Administrator may, if it deems it necessary in the circumstances, extend the 75 day period referred to in paragraph 3 of this Article on its own initiative or in accordance with a reasoned request from the Arbitral Tribunal.

Article 34: Waiver of Right to Object

A party who knows of any non-compliance with any provision or requirement of the Rules or the arbitration agreement and proceeds with the arbitration without promptly stating an objection in writing, shall be deemed to have waived its right to object.

Section V

The Award

Article 35: Awards, Orders, and Decisions

1. In addition to issuing a final award, the Arbitral Tribunal may issue interim or partial awards as well as orders, decisions, or other rulings. The Arbitral Tribunal may also issue a separate award in favor of the paying party for recovery of all or any part of the advance deposit.

2. At the request of a party, the Arbitral Tribunal may order any party to provide security for costs.

3. When there is more than one arbitrator, and in the absence of unanimity, the Arbitral Tribunal shall issue any award, order, decision, or other ruling by majority.

4. In the case of questions of procedure, the presiding arbitrator may decide alone when the Arbitral Tribunal so authorizes, subject to revision by the Arbitral Tribunal, if any.

5. The deliberations of the Arbitral Tribunal shall remain confidential.

Article 36: Form and Effect of Award

1. All awards issued shall be reasoned and made in writing. The Arbitral Tribunal shall make every effort to deliberate and prepare the award without delay. The award shall be signed by the arbitrators, and it shall contain the date on which the award was made and indicate the place of arbitration. Unless the parties agree, or applicable law requires, otherwise, all awards may be signed electronically. Where there is more than one arbitrator and any of them fails to sign, the award shall state the reason for the absence of the signature.

2. All awards shall be final and binding on the parties, and the parties shall carry out all awards without delay.

3. The SCCA may make public any award, order, decision, or other ruling unless any party objects to the publication any time before the arbitration has concluded. In case of publication, the SCCA shall, if necessary, anonymize and/or redact the award, order, decision, or other ruling. Unless the parties agree, or applicable law requires, otherwise, the parties and their representatives shall keep any award order, decision, or other ruling confidential at all times.

4. Before signing the award, the Arbitral Tribunal shall transmit the award in draft form to the Administrator. The SCCA Court shall review the draft award and, where

appropriate, propose modifications as to the form of the draft award. No award shall be issued by the Arbitral Tribunal until it has been approved by the SCCA Court as to its form. The award shall be communicated to the parties by the Administrator.

5. After consultation with the Parties, the Arbitral Tribunal may take any tax consequences of any amounts payable into consideration in any awards, orders, decisions, or other rulings.

6. If applicable law requires an award to be filed or registered, the Arbitral Tribunal shall cause such requirement to be satisfied. It is the responsibility of the parties to bring such requirements or any other procedural requirements of the place of arbitration to the attention of the Arbitral Tribunal.

Article 37: Applicable Law

1. The Arbitral Tribunal shall apply the rules of law designated by the parties as applicable to the substance of the dispute. Failing such a designation by the parties, the Arbitral Tribunal shall apply the law which it determines to be appropriate.

2. If the parties expressly agree to authorize the Arbitral Tribunal to decide the dispute equitably, it may rule on the dispute in accordance with the principles of equity and justice.

3. In all cases, the Arbitral Tribunal shall decide in accordance with the terms of the contract, if any, and shall take into account any usage of trade applicable to the transaction.

4. The law applicable to the arbitration agreement shall be the law applicable at the place of arbitration, unless the parties have agreed in writing on the application of other laws or rules of law.

Article 38: Settlement or Other Reasons for Termination

1. If the parties settle the dispute before the Arbitral Tribunal issues its final award, the Arbitral Tribunal shall terminate the arbitration and may, if requested by all parties, record the settlement in the form of a consent award on agreed terms. The Arbitral Tribunal is not obliged to state the reasons for such a consent award. Where a consent award has been issued, the provisions of Article 36(3) and (4) shall apply.

2. If it becomes unnecessary or impossible to continue the arbitration due to the non-payment of advance deposits required by the Administrator, the arbitration may be suspended or terminated as provided in Article 43(4).

3. If it becomes unnecessary or impossible to continue the arbitration for any reason other than as stated in

paragraphs 1 and 2 of this Article, the Arbitral Tribunal shall inform the parties of its intention to terminate the arbitration. The Arbitral Tribunal shall then issue an order terminating the arbitration, unless a party raises justifiable grounds for objection.

Article 39: Interpretation and Correction of Award, Request for Additional Award

1. Within 30 days after the receipt of an award, any party may transmit to the Administrator, with notice to the other parties, a request to interpret the award, correct any clerical, typographical, or computational errors, or make an additional award as to the claims presented but omitted from the award.

2. Within 45 days from the date the Administrator refers a request as set forth in paragraph 1 of this Article, and any response thereto, to the Arbitral Tribunal, the Arbitral Tribunal shall determine whether such a request is justified. The Arbitral Tribunal shall state the reasons upon which its determination or additional award is based, which shall form part of the concerned award. The provisions of Article 36(3) and (4) shall apply.

3. The Arbitral Tribunal may, on its own initiative and within 30 days of the date of the award, correct any clerical, typographical, or computational errors, or make an additional award as to claim presented but omitted from the award. The provisions of Article 36(3) and (4) shall apply.

4. The parties shall be responsible for all costs associated with any interpretation, correction, or an additional award, and the Arbitral Tribunal may allocate such costs.

Article 40: Costs of Arbitration

1. The Arbitral Tribunal shall determine the costs of arbitration, other than those to be determined by the SCCA Court, and state these in its award. In its award, the Arbitral Tribunal shall allocate the costs of arbitration among the parties at its discretion, taking into account the circumstances of the case including the extent to which each party has conducted the arbitration in an expeditious and cost-effective manner.

2. The costs of arbitration shall include, without limitation:

   a) The Arbitral Tribunal fees and expenses;

   b) The costs of assistance required by the Arbitral Tribunal, including expert fees;

   c) The SCCA administrative fees and expenses;

   d) The reasonable legal and other costs incurred by the parties; and

e) Any costs incurred in connection with an application for interim or emergency relief in accordance with Articles 7 or 28.

Article 41: SCCA Administrative Fees and Expenses

1. The SCCA administrative fees shall be determined by the SCCA Court in accordance with Appendix I and the SCCA Fee Schedule in force at the time of the commencement of the arbitration.

2. The SCCA Court may adjust the SCCA administrative fees at any time during the arbitration. The SCCA Court shall make the final determination of the SCCA administrative fees and expenses at the conclusion of the proceedings.

Article 42: Arbitral Tribunal Fees and Expenses

1. The Arbitral Tribunal fees shall be determined by the SCCA Court unless the parties agree to an alternative fee arrangement based on an hourly rate prior to the constitution of the Arbitral Tribunal.

   a) Where the SCCA Fee Schedule applies, the SCCA Court shall determine the Arbitral Tribunal fees in accordance with Appendix I and the SCCA Fee Schedule in force at the time of commencement of the arbitration. The SCCA Court may adjust the Arbitral Tribunal fees at any time during the arbitration. The SCCA Court shall make the final determination of the Arbitral Tribunal's fees at the conclusion of the proceedings.

   b) Where an alternative fee arrangement based on an hourly rate applies, the hourly rate agreed to by the nominating party and that nominated co arbitrator shall apply. In the case of a sole or presiding arbitrator, the hourly rate agreed to by the parties and the sole or presiding arbitrator shall apply. Where the parties fail to agree or the SCCA Court directly appoints the arbitrator, the SCCA Court shall determine the hourly rate to be paid to that arbitrator.

2. The Arbitral Tribunal's expenses shall be reasonable, and the SCCA Court shall make the final determination thereof at the conclusion of the proceedings.

3. The SCCA Court shall decide any dispute regarding the Arbitral Tribunal fees and expenses.

Article 43: Deposits

1. After receipt of the Request for Arbitration, the Administrator may request the Claimant to pay a provisional advance in an amount intended to cover the Arbitral Tribunal fees and expenses leading up to the case management conference. Such a provisional advance shall be credited to the Claimant's share of the advance deposit set forth in paragraph 2 of this Article.

2. As soon as practicable, the SCCA Court shall fix an advance deposit in an amount likely to cover the costs referred to in Article 40(2)(a)(b)(c), and (e), to be paid by the Claimant and the Respondent in equal shares unless the parties agree, or the SCCA Court instructs, otherwise. The SCCA Court may request payment of additional advance deposits from the parties at any time during the arbitration.

3. Where counterclaims, claims for the purpose of a set-off, or crossclaims are submitted, or where it otherwise appears appropriate in the circumstances, the Administrator may request separate advance deposits for the SCCA administrative fees and the Arbitral Tribunal fees.

4. If the advance deposit is not paid in a timely manner and in full as requested by the Administrator, the Administrator shall so inform the parties in order that one or more of them may make the required payment. If such payment is not made, the Arbitral Tribunal may order the suspension or termination of the arbitration. If the Arbitral Tribunal has not yet been appointed, the Administrator may suspend or terminate the arbitration.

5. Failure of a party asserting claims to pay the advance deposit shall be deemed a withdrawal of such claims.

6. Once the Arbitral Tribunal issues the final award, the Administrator shall send the final award to the parties, provided that the SCCA administrative fees and expenses and the Arbitral Tribunal fees and expenses have been fully paid to the Administrator by the parties.

7. After the Arbitral Tribunal has issued a final award or a termination order, the Administrator shall render an accounting to the parties of the advance deposit received and return any unused deposits to the parties after the period of time as set forth in Article 39(1) has passed.

Article 44: Confidentiality

1. Confidential information disclosed by parties or witnesses during the arbitration shall not be divulged by arbitrators (including any Emergency Arbitrator), any person appointed by the Arbitral Tribunal, the Administrator, the SCCA Board of Directors and its members, and the SCCA Court and its members, the SCCA Committees and their members, and the SCCA and its employees. Unless the parties agree, or applicable law requires, otherwise, the aforementioned bodies and persons shall keep confidential all matters relating to the arbitration and the source of any anonymized and/or redacted award, order, decision, or other ruling if published as set forth in Article 36(3).

2. Unless the parties agree otherwise, the Arbitral Tribunal may issue orders concerning the confidentiality of

the arbitration or any matters in connection with the arbitration and may take measures to protect trade secrets and confidential information.

Article 45: Interpretation of Rules

1. The Arbitral Tribunal, or any Emergency Arbitrator, shall interpret and apply these Rules insofar as they relate to their powers and duties. The Administrator shall interpret and apply all other Rules.

2. In the case of disagreement with regard to the interpretation of the Rules, the version in the language chosen by the parties shall prevail over versions in other languages.

Article 46: Cybersecurity, Privacy, and Data Protection

1. Parties, arbitrators, and the SCCA shall adopt information security measures that are reasonable in the circumstances of the case. In determining which specific information security measures are reasonable for a particular arbitration, the following factors should be considered: (1) the risk profile of the arbitration; (2) the existing information security practices, infrastructure, and capabilities of the parties, arbitrators, and the SCCA; (3) the burden, costs, and the relative resources of the parties, arbitrators, and the SCCA; (4) the proportionality relative to the size, value, and risk profile of the dispute; and (5) the efficiency of the arbitration.

2. The Arbitral Tribunal has the power to determine the specific information security measures applicable to the arbitration. The Arbitral Tribunal may modify the measures previously established for the arbitration at the request of any party or on the Arbitral Tribunal's own initiative in view of the evolving circumstances of the case.

Appendix I

Arbitration Costs and Fees

Article 1: SCCA Registration Fee

A request to commence an arbitration in accordance with Article 5 of the Rules must be accompanied by a registration fee of SAR 5,000. Such payment is non-refundable and shall be credited to the Claimant's share of the SCCA administrative fees.

Article 2: SCCA Administrative Fees and Expenses

1. As per Article 41 of the Rules, the SCCA Court shall determine the SCCA administrative fees and expenses. As per Article 43 of the Rules, the SCCA Court shall fix an advance deposit for SCCA administrative fees and expenses. Unless the parties agree, or the SCCA Court instructs, otherwise, the parties shall pay the SCCA administrative fees and expenses in equal shares, which shall be based on the amount in dispute and calculated in accordance with Article 4 of this Appendix.

2. In exceptional circumstances, including but not limited to situations where the parties have agreed upon additional services or to conduct the arbitration in a manner not reasonably contemplated at the time of the constitution of the Arbitral Tribunal, the SCCA Court may fix a higher amount in SCCA administrative fees than would result from applying the SCCA Fee Schedule.

3. If an arbitration terminates before the Arbitral Tribunal has issued the final award, the SCCA Court shall determine the SCCA administrative fees at its discretion, taking into account the stage reached in the arbitration and any other relevant circumstances.

4. The parties are jointly and severally liable for the SCCA administrative fees and expenses.

Article 3: Arbitral Tribunal Fees and Expenses

1. As per Article 42(1) of the Rules, the SCCA Court shall determine the Arbitral Tribunal fees in accordance with the SCCA Fee Schedule in force at the time of the commencement of the arbitration. The parties may agree to an alternative fee arrangement based on an hourly rate prior to the constitution of the Arbitral Tribunal.

   a) Where the Arbitral Tribunal fees are based on the SCCA Fee Schedule as set forth in Article 42(1)(a) of the Rules, the following applies:

      1) As per Article 43 of the Rules, the SCCA Court shall

fix an advance deposit for the Arbitral Tribunal fees and expenses. Unless the parties agree, or the SCCA Court instructs, otherwise, the parties shall pay the Arbitral Tribunal fees and expenses in equal shares, which shall be based on the amount in dispute and calculated in accordance with Article 4 of this Appendix. The Arbitral Tribunal fees shall cover all the work carried out in connection with the arbitration and are deemed to be approved by the arbitrator upon accepting the appointment.

2) In the case of a panel of three arbitrators, the total in Arbitral Tribunal fees shall be distributed as follows: 40% for the presiding arbitrator and 30% for each co arbitrator unless the members of the Arbitral Tribunal agree otherwise. The SCCA Court shall determine any disagreement regarding the distribution of the Arbitral Tribunal fees.

3) The Administrator shall release the Arbitral Tribunal fees and expenses once the Arbitral Tribunal has issued the final award or termination order, or when the Administrator has otherwise closed the case. Upon request by an arbitrator, the Administrator may make partial payments after certain milestones in the arbitration have been completed.

4) In the event of any exceptional circumstances beyond an arbitrator's control that render him or her incapable of performing his or her duties, or in the event of an arbitrator's death after accepting appointment and before issuing the final award, the SCCA Court, in consultation with the remaining arbitrators, shall determine the amount in Arbitral Tribunal fees to be paid to that arbitrator, taking into account the work he or she has performed and all other relevant circumstances.

5) In the event that an arbitrator withdraws, has been removed, or successfully challenged in accordance with Article 18 of the Rules, or ceases to serve as an arbitrator for any other reason, the SCCA Court, in consultation with the remaining arbitrators, shall determine the amount in Arbitral Tribunal fees to be paid to that arbitrator, taking into account the work he or she has performed and all other relevant circumstances.

6) If an arbitration terminates before the Arbitral Tribunal has issued the final award, the SCCA Court shall determine the Arbitral Tribunal fees, taking into account the stage reached in the arbitration and any other relevant circumstances.

b) Where the Arbitral Tribunal fees are based on an hourly rate as set forth in Article 42(1)(b) of the Rules, the following applies:

1) An arbitrator shall be compensated for the work carried out in connection with the arbitration at the rate agreed to prior to his or her appointment.

2) In the event of a postponement or cancellation of scheduled hearings in accordance with Article 29 of the Rules, the Arbitral Tribunal shall be compensated for lost time as follows:

   a. Where a scheduled hearing is cancelled at the Arbitral Tribunal's request, or at the request of any party 60 days before the first hearing day, no fees shall be paid to the Arbitral Tribunal;

   b. Where a scheduled hearing is cancelled at the request of any party less than 60 days but more than 30 days before the first hearing day, the Arbitral Tribunal shall be paid for each day of lost time at 50% of the applicable hourly rate for eight hours; or

   c. Where a scheduled hearing is cancelled at the request of any party 30 days or less before the first hearing day, the Arbitral Tribunal shall be paid for each day of lost time at 75% of the applicable hourly rate for eight hours.

   If an arbitrator has spent time on the case during the scheduled hearing days, he or she shall be paid based on his or her hourly rate or the cancellation fee, whichever is higher.

   Where scheduled hearing days are postponed or cancelled other than by agreement of all parties or request of the Arbitral Tribunal, this may be taken into account when considering any subsequent apportionment of costs.

2. As per Article 42(2) of the Rules, the Arbitral Tribunal expenses, including those of any former or substitute arbitrators, shall be reasonable and shall be determined by the SCCA Court at the conclusion of the proceedings. Expenses may include, without limitation:

   a) Reasonable travel, accommodation, and other expenses incurred by the arbitrators for the purposes of fulfilling their obligations as arbitrators; and

   b) Reasonable costs of expert advice in accordance with Article 31 of the Rules and any other assistance for the Arbitral Tribunal.

3. The parties are jointly and severally liable for the Arbitral Tribunal fees and expenses, irrespective of which party appointed an arbitrator.

Article 4: Methods of Calculation

1. To determine the SCCA administrative fees under the SCCA Fee Schedule and the Arbitral Tribunal fees (where subject to the SCCA Fee Schedule), the amount in dispute shall be calculated as follows:

   a) The amount in dispute shall be calculated by adding together all claims filed by the parties.

   b) If any claim is not quantified or remains undetermined, the SCCA Court shall determine the amount to be used for the calculation, taking into account the circumstances of the case.

   c) If any claim is non-monetary in nature, the filing party shall estimate the value behind its claim to be used as the basis for the calculation. Absent that, the SCCA Court shall determine the amount to be used for the calculation, taking into account the circumstances of the case.

   d) Paragraph 1 of this Article equally applies to any claims for the purpose of a set-off, unless the Arbitral Tribunal, in consultation with the parties, determines that such set-off will not require significant additional work.

2. Any increase in the amount in claims shall be taken into account in the calculation of the SCCA administrative fees under the SCCA Fee Schedule and the Arbitral Tribunal fees (where subject to the SCCA Fee Schedule).

Article 5: Deposits

1. As per Article 43(2) of the Rules, the SCCA Court shall fix the advance deposit for costs referred to in Article 40(2)(a)(b)(c), and (e) of the Rules. Where the SCCA Fee Schedule applies, the SCCA Court may fix an advance deposit for Arbitral Tribunal fees that is higher or lower than the average amount that would result from applying the SCCA Fee Schedule.

2. Upon payment of the advance deposit, the Administrator shall transmit the case file to the Arbitral Tribunal.

3. Any request for additional deposits under Article 43(2) of the Rules shall take into account fluctuations in the amount in dispute, changes in estimated expenses, the use of experts appointed by the Arbitral Tribunal, or any other circumstances, including but not limited to evolving difficulties or the complexity of the arbitration.

4. When the parties have agreed to an alternative fee arrangement based on an hourly rate as set forth in Article 42(1)(b) of the Rules, the Administrator may, in consultation with the Arbitral Tribunal, request the parties to deposit an amount likely to cover the Arbitral Tribunal fees and expenses.

5. Upon request by any party, the SCCA Court may allow the advance deposit for Arbitral Tribunal fees to be paid in installments, subject to any terms and conditions the SCCA Court deems appropriate.

6. If a party's share of Arbitral Tribunal fees exceeds SAR 1,000,000 (the "Threshold Amount"), such party may post a bank guarantee for any amount above the Threshold Amount. The Administrator shall establish the terms governing all bank guarantees and may modify the Threshold Amount at any time at its discretion. In the event that a party also advances the defaulting party's share, it may do so by posting a bank guarantee to cover the defaulting party's share.

Article 6: Methods of Payment

1. All advance deposits paid on account of the costs referred to in Article 40(2)(a)(b)(c), and (e) of the Rules shall be deposited with the SCCA by wire transfer, check, or other methods approved by the Administrator, and shall remain on deposit until the Arbitral Tribunal has issued the final award or termination order, or the Administrator has otherwise closed the case. The payment of advance deposits shall not result in any charges for the SCCA.

2. Advance deposits do not yield interest or earnings for the parties or the Arbitral Tribunal.

3. Amounts paid to the Arbitral Tribunal do not include any possible value added tax (VAT) or other taxes or charges and imposts applicable to Arbitral Tribunal fees. Parties have a duty to pay any such taxes or charges. However, the recovery of any such charges or taxes is a matter solely between the arbitrator and the parties. Where applicable law so requires, the Administrator shall collect withholding tax and remit such tax to the appropriate tax authority.

Article 7: Award Interpretation and Correction Fee

1. At its discretion, the SCCA Court shall fix the costs of the procedure following an application made in accordance with Article 39 of the Rules, which shall include any SCCA administrative fees and expenses and any Arbitral Tribunal fees and expenses arising in relation to such request.

2. The SCCA Court may request the parties to pay appropriate amounts as an advance deposit to cover SCCA administrative fees and expenses and Arbitral Tribunal fees and expenses.

3. Applications made in accordance with Article 39 of the Rules shall not be forwarded to the Arbitral Tribunal until the advance deposit is paid in full.

Article 8: Tribunal Secretary Fees and Expenses

1. Where the Arbitral Tribunal appoints a tribunal secretary, the SCCA Secretary Regulations in force at the time of the commencement of the arbitration shall apply.

2. As per Section 24 of the SCCA Secretary Regulations, the Arbitral Tribunal shall determine the total in tribunal secretary fees and expenses and shall state them in the final award as per Section 27 of the SCCA Secretary Regulations.

3. Where the SCCA Fee Schedule applies, the tribunal secretary fees shall form part of the Arbitral Tribunal fees in accordance with Section 25 of the SCCA Secretary Regulations. In all other cases, the Arbitral Tribunal shall fix an hourly rate after consultation with the parties and the SCCA Court. The tribunal secretary fees and expenses shall be reasonable and, where applicable, charged separately.

4. The parties are jointly and severally liable for the tribunal secretary fees and expenses.

SCCA Fee Schedule for Regular Cases under the Rules

Amount in Dispute *				SCCA Administrative Fees **				Arbitral Tribunal Fees ***			
up to			200,000	15,000					13.670%	of amount in dispute ****	
from	200,001		400,000	15,000	+ 2.027%	of amount over	200,000	27,340	+ 4.125%	of amount over	200,000
from	400,001	to	800,000	19,054	+ 2.334%	of amount over	400,000	35,590	+ 3.756%	of amount over	400,000
from	800,001	to	2,000,000	28,391	+ 1.851 %	of amount over	800,000	50,614	+ 3.755%	of amount over	800,000
from	2,000,001	to	4,000,000	50,613	+ 1.106 %	of amount over	2,000,000	95,674	+ 2.617%	of amount over	2,000,000
from	4,000,001	to	8,000,000	72,739	+ 0.563 %	of amount over	4,000,000	148,014	+ 1.606%	of amount over	4,000,000
from	8,000,001	to	20,000,000	95,288	+ 0.368%	of amount over	8,000,000	212,254	+ 0.955%	of amount over	8,000,000
from	20,000,001	to	40,000,000	139,448	+ 0.150%	of amount over	20,000,000	326,854	+ 0.462%	of amount over	20,000,000
from	40,000,001	to	100,000,000	169,448	+ 0.122 %	of amount over	40,000,000	419,254	+ 0.163%	of amount over	40,000,000
from	100,000,001	to	200,000,000	242,823	+ 0.067%	of amount over	100,000,000	517,054	+ 0.116%	of amount over	100,000,000
from	200,000,001	to	300,000,000	310,000				633,054	+ 0.115%	of amount over	200,000,000
from	300,000,001	to	400,000,000	337,500				748,054	+ 0.077%	of amount over	300,000,000
from	400,000,001	to	1,000,000,000	375,000				825,054	+ 0.0364%	of amount over	400,000,000
over	1,000,000,000			375,000				1,043,454	+ 0.0264%	of amount over	1,000,000,000
Undetermined Amount				224,325				605,533			

* Saudi Riyal (SAR) is the official currency (USD 1 = SAR 3.75). Please use our fee calculator on our website at www.sadr.org to calculate the fees. The SCCA reserves the right to revise the SCCA Fee Schedule from time to time as it deems appropriate.

** A non-refundable Registration Fee of SAR 5,000 is payable in full by the claimant when a claim is filed and will be credited towards the claimant's share of the SCCA administrative fees.

*** The amounts calculated using this formula represent the average amount in Arbitral Tribunal fees. The SCCA Court may fix an advance deposit that is up to 30% higher or lower than the average amount. The SCCA Court will ultimately determine the Arbitral Tribunal fees at the end of the case. The Arbitral Tribunal fees for a panel of three arbitrators is three times the amount calculated for a sole arbitrator. The payout of the minimum amount in Arbitral Tribunal fees is only guaranteed if a case ends in a final award. Amounts paid to the Arbitral Tribunal do not include any possible value added tax (VAT) or other taxes or charges and imposts applicable to the Arbitral Tribunal fees.

**** The Arbitral Tribunal Fee shall not fall below SAR 20,000.

Appendix II

Expedited Procedure Rules

Article 1: Scope of Application

1. The Expedited Procedure Rules supplement the Rules. By agreeing to arbitration under the Rules, the parties agree that the Expedited Procedure Rules shall apply.

2. The Expedited Procedure Rules shall apply if the parties so agree, or where the amount in dispute does not exceed SAR 4,000,000 or an equivalent amount, exclusive of the costs of arbitration, representing the aggregate amount in claims.

3. The Administrator may, at any time during the arbitration, on its own initiative or upon the request of a party and after consultation with the Arbitral Tribunal and the parties, decide that the Expedited Procedure Rules shall no longer apply to the case. In that case, the Arbitral Tribunal shall remain in place unless the SCCA Court considers that it is appropriate to replace or reconstitute the Arbitral Tribunal as set forth in Article 16 of the Rules and shall designate the presiding arbitrator. In that case, each party shall be deemed to have waived its right to nominate an arbitrator, and the SCCA Court may revoke the confirmation or appointment of any arbitrators.

Article 2: Request for Arbitration and Answer

1. The Claimant shall, concurrent with filing the Request for Arbitration, send a copy of the Request for Arbitration, including all accompanying documents, to the Respondent and shall notify the Administrator of having done so, specifying the mode of service employed and the date of service.

2. In the Request for Arbitration and the Answer, the parties shall present detailed submissions on the facts, claims, and defenses, together with all of the evidence then available on which such party intends to rely.

3. The Administrator may abbreviate the time limit for the Answer provided for in Article 6 of the Rules.

Article 3: Administrative Conference

Upon receiving the Request for Arbitration, the Administrator may conduct an administrative conference with the parties and their representatives to discuss the application of these procedures, arbitrator selection, any attempt to mediate the dispute, and any other administrative matters.

Article 4: Objection to Applicability of the Expedited Procedure Rules

If an objection is submitted as to the applicability of the Expedited Procedure Rules, the Administrator shall make a final determination.

Article 5: Amendment to the Claims or Defense

If, after filing of the initial claims, a party amends its claim such that it exceeds SAR 4,000,000 exclusive of the costs of arbitration, the case shall continue to be administered in accordance with the Expedited Procedure Rules unless the parties agree, or the Administrator or Arbitral Tribunal determine, otherwise. After the Arbitral Tribunal is constituted, no new or different claim, nor any change in the amount in dispute, may be submitted unless the Arbitral Tribunal deems appropriate.

Article 6: Appointment of the Arbitrator

1. The parties may nominate a sole arbitrator within a time limit to be fixed by the Administrator.

2. Absent such a nomination, the sole arbitrator shall be appointed as follows:

   a) The Administrator shall simultaneously submit to each party an identical list of five proposed arbitrators. The parties may agree to an arbitrator from this list and shall so advise the Administrator.

   b) If the parties are unable to agree upon an arbitrator, each party may strike two names from the list, number the remaining names in order of preference, and return it to the Administrator within 10 days from the transmittal date of the list to the parties. The parties are not required to exchange selection lists.

   c) From among the persons who have been approved on the parties' lists, and in accordance with the designated order of mutual preference, the Administrator shall invite an arbitrator to serve.

   d) If, for any reason, the appointment cannot be made from the submitted lists, the SCCA Court may make the appointment without the circulation of additional lists. The parties will be given notice by the Administrator of the arbitrator's appointment, together with any disclosures. In that case, each party shall be deemed to have waived its right to nominate an arbitrator.

Article 7: Procedural Conference and Order

1. After the Arbitral Tribunal's constitution, the Arbitral Tribunal may schedule a case management conference

with the parties, their representatives, and the Administrator to discuss the case procedure and schedule. Within 14 days of its constitution, the Arbitral Tribunal shall issue a procedural order. The Administrator may extend this time limit in accordance with a reasoned request from the Arbitral Tribunal or on its own initiative if it decides it is necessary to do so.

2. The Arbitral Tribunal may, after consultation with the parties, decide if the dispute is to be decided solely on the basis of documentary evidence, or if a hearing is required for the examination of any witness or expert witness as well as for any oral argument.

Article 8: Proceedings Based on Written Submissions

1. In consultation with the parties, the Arbitral Tribunal shall establish a procedural timetable in the procedural order referred to in Article 7 of this Appendix for completing and exchanging any written submissions.

2. Where based on written submissions, all submissions are due within 30 days of the procedural order's date unless the Arbitral Tribunal determines otherwise.

3. After submission of the Answer to the Request for Arbitration, the parties shall in principle be entitled to submit one statement of claim and one statement of defense and counterclaim, and, where applicable, one statement of defense in reply to the counterclaim or crossclaim.

4. Requests for document production shall be limited to documents that are directly relevant to the matters in dispute or to its outcome and shall be reasonably restricted in terms of time frame, subject matter, and persons or entities to which the requests pertain.

Article 9: Proceedings Based on Hearing

1. Where an oral hearing is to be held, the Arbitral Tribunal shall set the date, time, and location of the hearing. The hearing may take place in person or via videoconference, telephone, or other suitable means, at the discretion of the Arbitral Tribunal. No transcript or stenographic record shall be required unless the parties agree otherwise.

2. The oral hearing shall take place within 60 days of the procedural order's date unless the Arbitral Tribunal deems it necessary to extend that period. The oral hearing shall not exceed one day unless the Arbitral Tribunal determines otherwise. The Administrator shall notify the parties in advance of the hearing date.

Article 10: The Award

1. The award shall be made in writing and shall be final

and binding on the parties. Unless the parties agree, applicable law requires, or the Administrator determines, otherwise, the award shall be made no later than 30 days from the date of the closure of the proceeding as provided for in Article 33 of the Rules.

2. In any case, the final award shall be made within 180 days from the date the Arbitral Tribunal was constituted unless the Administrator decides, in exceptional circumstances, to extend the time limit for issuing such final award.

Article 11: Costs

The SCCA administrative fees and the Arbitral Tribunal fees shall be determined by the SCCA Court in accordance with the SCCA Fee Schedule under the Expedited Procedure Rules in force at the time of the commencement of the arbitration.

Article 12: General Rules

1. The provisions of the Expedited Procedure Rules shall apply in addition to the provisions of the Rules that are not in conflict with the Expedited Procedure Rules.

2. The Administrator may abbreviate the time limits provided for in this Appendix, as well as any time limits that it has set.

SCCA Fee Schedule for Expedited Cases under the Rules

Amount in Dispute *				SCCA Administrative Fees **				Arbitral Tribunal Fees ***				
up to			200,000	15,000					13.670%	of amount in dispute ****		- 20%
from	200,001		400,000	15,000	+ 2.027%	of amount over	200,000	27,340	+ 4.125%	of amount over	200,000	- 20%
from	400,001	to	800,000	19,054	+ 2.334%	of amount over	400,000	35,590	+ 3.756%	of amount over	400,000	- 20%
from	800,001	to	2,000,000	28,391	+ 1.851 %	of amount over	800,000	50,614	+ 3.755%	of amount over	800,000	- 20%
from	2,000,001	to	4,000,000	50,613	+ 1.106 %	of amount over	2,000,000	95,674	+ 2.617%	of amount over	2,000,000	- 20%
from	4,000,001	to	8,000,000	72,739	+ 0.563 %	of amount over	4,000,000	148,014	+ 1.606%	of amount over	4,000,000	- 20%
from	8,000,001	to	20,000,000	95,288	+ 0.368%	of amount over	8,000,000	212,254	+ 0.955%	of amount over	8,000,000	- 20%
from	20,000,001	to	40,000,000	139,448	+ 0.150%	of amount over	20,000,000	326,854	+ 0.462%	of amount over	20,000,000	- 20%
from	40,000,001	to	100,000,000	169,448	+ 0.122 %	of amount over	40,000,000	419,254	+ 0.163%	of amount over	40,000,000	- 20%
from	100,000,001	to	200,000,000	242,823	+ 0.067%	of amount over	100,000,000	517,054	+ 0.116%	of amount over	100,000,000	- 20%
from	200,000,001	to	300,000,000	310,000				633,054	+ 0.115%	of amount over	200,000,000	- 20%
from	300,000,001	to	400,000,000	337,500				748,054	+ 0.077%	of amount over	300,000,000	- 20%
from	400,000,001	to	1,000,000,000	375,000				825,054	+ 0.0364%	of amount over	400,000,000	- 20%
over	1,000,000,000			375,000				1,043,454	+ 0.0264%	of amount over	1,000,000,000	- 20%
Undetermined Amount				224,325				605,533				- 20%

* Saudi Riyal (SAR) is the official currency (USD 1 = SAR 3.75). Please use our fee calculator on our website at www.sadr.org to calculate the fees. The SCCA reserves the right to revise the SCCA Fee Schedule from time to time as it deems appropriate.

** A non-refundable Registration Fee of SAR 5,000 is payable in full by the claimant when a claim is filed and will be credited towards the claimant's share of the SCCA administrative fees.

*** The amounts calculated using this formula represent the average amount in Arbitral Tribunal fees. The SCCA Court may fix an advance deposit that is up to 30% higher or lower than the average amount. The SCCA Court will ultimately determine the Arbitral Tribunal fees at the end of the case. The payout of the minimum amount in Arbitral Tribunal fees is only guaranteed if a case ends in a final award. Amounts paid to the Arbitral Tribunal do not include any possible value added tax (VAT) or other taxes or charges and imposts applicable to the Arbitral Tribunal fees.

**** The Arbitral Tribunal Fee shall not fall below SAR 16,000.

Appendix III

Emergency Arbitrator Procedure Rules

Article 1: Application for Emergency Measures

1. A party that seeks emergency relief in accordance with Article 7 of the Rules (the "Applicant") may transmit an application for emergency relief, including all accompanying documents (the "Application"), to the Administrator and the other parties. The Administrator shall terminate the emergency arbitration if it has not received a Request for Arbitration from the Applicant within 10 days of the receipt of the Application, unless the Emergency Arbitrator determines that a longer period of time is necessary.

2. The Applicant shall, at the same time as it files the Application with the SCCA, send a copy of the Application to all other parties. The Application shall contain the following information:

   a) A description of the circumstances giving rise to the Application and of the underlying dispute referred to arbitration;

   b) A statement of the emergency relief sought;

   c) The reasons why the Applicant needs urgent interim or conservatory measures that cannot await the constitution of the Arbitral Tribunal;

   d) The reasons why the Applicant is entitled to such emergency relief;

   e) A statement certifying that all other parties have been provided with a copy of the Application or, if not, an explanation of the steps taken in good faith to provide a copy or notification to all other parties;

   f) Comments on the language, the place of arbitration, and the applicable law; and

   g) Proof of advancing the amount referred to in Article 9(1) of this Appendix.

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

4. The Application shall be drawn up in the language of the arbitration agreed upon by the parties or, in the absence of any such agreement, in the language of the arbitration agreement.

5. The Emergency Arbitrator Procedure Rules shall not apply if:

   a) The Application was submitted after the Arbitral Tribunal's constitution;

   b) The parties have agreed to opt out of the Emergency Arbitrator Procedure Rules; or

   c) They have agreed to another pre-arbitral procedure that provides for emergency, provisional or precautionary relief, or similar measures.

6. If the Administrator determines, on the basis of the information received, that the Emergency Arbitrator Procedure Rules apply with reference to Article 7 of the Rules and the Articles of this Appendix, a copy of the Application, shall be transmitted to the responding party. If determined otherwise, the Administrator shall inform the parties that the Emergency Arbitrator Procedure Rules do not apply.

Article 2: Appointment of the Emergency Arbitrator

1. The SCCA Court shall appoint an Emergency Arbitrator within one business day from the receipt of the Application.

2. No Emergency Arbitrator shall be appointed after the Arbitral Tribunal is constituted.

3. The Emergency Arbitrator shall be and remain impartial and independent. Prior to accepting the appointment, a prospective Emergency Arbitrator shall disclose to the Administrator, in accordance with Article 17 of the Rules, any circumstances that may give rise to justifiable doubts as to his or her impartiality or independence and shall sign a statement of acceptance, availability, impartiality, and independence. The Administrator shall provide a copy of such disclosure and statement to the parties.

Article 3: Challenge and Replacement of the Emergency Arbitrator

1. Any challenge to the appointment of the Emergency Arbitrator shall be submitted within one business day of the Administrator's communication to the parties concerning the Emergency Arbitrator's appointment and the circumstances disclosed by the Emergency Arbitrator, or from the date when the facts and circumstances on which the challenge is based became known to that party.

2. The challenge shall be decided by the SCCA Court after affording an opportunity for the Emergency Arbitrator and the other party or parties to provide comments in writing within three business days.

3. If the Emergency Arbitrator resigns, is incapable of

performing his or her duties, or is removed for any reason, and the office becomes vacant, the Administrator shall appoint a substitute Emergency Arbitrator within one business day.

Article 4: Transmission of the Case File

Once the Emergency Arbitrator has been appointed, the Administrator shall so notify the parties and shall transmit the case file to the Emergency Arbitrator. Thereafter, all written communications from the parties related to the emergency arbitration shall be submitted directly to the Emergency Arbitrator with a copy to the other party and to the Administrator. A copy of any written communications from the Emergency Arbitrator to the parties shall be submitted to the Administrator.

Article 5: Place of Arbitration

1. Where the parties have not agreed upon the place of arbitration for the emergency arbitration, the place of arbitration shall be determined as set forth in Article 22 of the Rules.

2. The Emergency Arbitrator may meet with the parties by videoconference, telephone, or any other suitable means of communication, as well as in person at any location the Emergency Arbitrator deems appropriate.

Article 6: Proceedings

1. Within two business days of the appointment, the Emergency Arbitrator shall establish a procedural timetable for consideration of the Application.

2. The Emergency Arbitrator shall conduct the proceedings in the manner which he or she deems appropriate, taking into account the urgency inherent in emergency arbitrations and ensuring a reasonable opportunity for all parties to be heard.

3. The Emergency Arbitrator shall have the authority vested in the Arbitral Tribunal under Article 24 of the Rules, including the authority to rule on his or her own jurisdiction, including any objections with respect to the existence, validity, or scope of the arbitration agreement, without prejudice to the Arbitral Tribunal's determination. The Emergency Arbitrator shall resolve any disputes over the applicability of this Appendix.

Article 7: Time and Form of Interim Award or Order

1. The Emergency Arbitrator's decision shall take the form of an interim award or order.

2. In the interim award or order, the Emergency Arbitrator shall determine whether the Application is admissible in

accordance with Article 7 of the Rules and whether the Emergency Arbitrator has jurisdiction to order interim measures of protection.

3. The Emergency Arbitrator shall have the power to award or order any provisional or precautionary measures that he or she deems necessary, including but not limited to measures intended to:

   a) Maintain or restore the status quo pending determination of the dispute;

   b) Take action that would prevent, or refrain from taking action, that is likely to cause current or imminent harm or prejudice to the arbitration itself;

   c) Provide injunctive relief and measures for the protection or conservation of property, including preserving assets out of which a subsequent award may be satisfied; or

   d) Preserve evidence that may be relevant and material to the resolution of the dispute.

4. The Emergency Arbitrator shall state the reasons on which his or her interim award or order is based, which may be in summary form. When deciding a party's request for emergency relief, the Emergency Arbitrator shall take into account the circumstances of the case. Relevant factors may include but are not limited to:

   a) Whether harm not adequately reparable by an award of damages is likely to result if the measure is not ordered, and whether such harm substantially outweighs the harm that is likely to result to the party against whom the measure is directed if the measure is granted; and

   b) Whether there is a reasonable possibility that the requesting party will succeed on the merits of the claim. The determination on this possibility shall not affect the Arbitral Tribunal's discretion in making any subsequent determination.

5. Upon request by any party, the Emergency Arbitrator may modify or vacate the interim award or order for good cause.

6. Any interim award or order by the Emergency Arbitrator may be subject to such conditions as he or she deems appropriate, including requiring the provision of appropriate security.

7. The interim award or order shall be made no later than 14 days from the date on which the case file was transmitted to the Emergency Arbitrator in accordance with Article 4 of this Appendix. The Administrator may, in exceptional circumstances, extend the time limit pursuant to a reasoned request from the Emergency Arbitrator or on the Administrator's own initiative if it deems necessary.

Article 8: Effect of Interim Award or Order

1. The Emergency Arbitrator shall issue the interim award or order promptly and in compliance with Article 36 of the Rules.

2. Any interim award or order shall have the same effect as an interim measure made in accordance with Article 28 of the Rules. Parties agree that such interim award or order shall be binding on the parties from the date it is made and undertake to carry out the interim award or order immediately and without delay. The parties also irrevocably waive their rights to any form of appeal, review, or recourse to any court or other judicial authority with respect to such interim award or order.

3. The interim award or order shall cease to be binding on the parties:

   a) If the Emergency Arbitrator or the Arbitral Tribunal so decides;

   b) Upon the Arbitral Tribunal rendering a final award, unless the Arbitral Tribunal expressly decides otherwise;

   c) Upon the withdrawal of all claims or the termination of the arbitration before the issuance of a final award; or

   d) If the Request for Arbitration is not submitted in accordance with Article 5(2) of the Rules, or the dispute is not registered by the Administrator, the party against which the interim award or order is issued may in this case request the Emergency Arbitrator to issue a new interim award or order withdrawing the previous interim award or order.

Article 9: Costs of Emergency Arbitration

1. A party applying for the emergency measure shall advance an amount of SAR 75,000 as an advance deposit on the date of request.

2. The advance deposit is intended to cover:

   a) SCCA administrative fees in the amount of SAR 15,000; and

   b) Emergency Arbitrator fees and expenses in the amount of SAR 60,000.

3. As per Article 7(3) of the Rules, the emergency arbitration shall be deemed to commence on the date the Administrator determines at its discretion that the filing requirements have been satisfied and the fees as set forth in paragraph 2 of this Article have been paid.

4. The SCCA Court may, at any time during the emergency arbitration, decide to increase the requested deposit,

taking into account the nature of the case and the nature and amount of work performed by the Emergency Arbitrator and the Administrator. If the Applicant fails to pay the increased costs within the time limit fixed by the Administrator, the Application shall be considered as withdrawn.

5. The Emergency Arbitrator's interim award or order shall fix the costs associated with the emergency arbitration and allocate them among the parties, subject to the Arbitral Tribunal's power to determine finally the allocation of such costs.

6. If the emergency arbitration is terminated prior to an interim award or order, the SCCA Court shall determine at its discretion the amount to be reimbursed to the Applicant, if any, taking into account the stage reached in the emergency arbitration and any other relevant circumstances.

Article 10: General Rules

1. The Administrator shall have the power to decide at its discretion all matters relating to the administration of the emergency arbitration where not expressly provided for in this Appendix.

2. For all matters concerning emergency arbitration not expressly provided for in this Appendix, the Administrator and the Emergency Arbitrator shall act in the spirit of the Rules and this Appendix.

Appendix IV

Small Claims Procedures

Amended and Effective 1 August 2026

Fee Schedule Amended and Effective 1 November 2026

Article 1: Scope of Application

1. By agreeing to arbitration under the Rules, the parties accept that these Small Claims Procedures shall apply when the total amount in dispute does not exceed SAR 200,000, representing the aggregate of all claims, exclusive of any costs of arbitration. If, after filing the initial claims, a party adds or amends a claim that causes the amount in dispute to exceed SAR 200,000, the Administrator shall continue to administer the case under these Small Claims Procedures unless the parties agree, or the Administrator or the Arbitral Tribunal determines, otherwise.

2. These Small Claims Procedures apply in addition to any provisions of the Rules and Appendix I that are not in conflict with these Small Claims Procedures. In the event of a conflict, the provisions of these Small Claims Procedures shall prevail.

3. At any time during the arbitration, the Administrator may, either on its own initiative or at the request of a party, and after consulting the Arbitral Tribunal, determine that these Small Claims Procedures shall no longer apply. In such cases, the arbitration shall continue under:

   a) the Expedited Procedure Rules, in which case the existing Arbitral Tribunal shall remain in place unless the parties agree otherwise; or

   b) the Rules, in which case the existing Arbitral Tribunal shall remain in place unless the parties agree otherwise, or the SCCA Court determines that it is appropriate to replace or reconstitute the Arbitral Tribunal pursuant to Article 16 of the Rules and, where applicable, designate the presiding arbitrator. In such circumstances, each party shall be deemed to have waived its right to nominate an arbitrator, and the SCCA Court may revoke the confirmation or appointment of any arbitrator.

Article 2: Request for Arbitration

1. The Claimant shall transmit the Request for Arbitration, together with any supporting documents, to the Administrator using any electronic filing system operated by the SCCA or by any other method permitted under Article 4(1) of the Rules. The Request for Arbitration shall satisfy the requirements specified in Article 5 of the Rules. The Claimant shall, at the same time, transmit a copy of the Request for Arbitration, along with any supporting documents, to the other parties in accordance with

Article 4(1) of the Rules.

2. The arbitration shall be deemed to have commenced on the date the Administrator determines, at its discretion, that the filing requirements under Article 5(2) of the Rules and paragraph 1 of this Article have been satisfied, and that the SCCA registration fee, as provided in Article 10(1) of this Appendix, has been paid.

Article 3: Answer and Counterclaim

1. Within 10 days of the commencement of the arbitration, the Respondent shall transmit the Answer to the Request for Arbitration, together with any supporting documents and the email address of the Respondent and/or its representative, to the other parties and the Administrator.

2. Within 10 days of the commencement of the arbitration, the Respondent may file a counterclaim, together with any supporting documents, with the other parties and the Administrator. The counterclaim shall be accompanied by the appropriate fees set forth in Article 10(3) of this Appendix. The Administrator shall register the counterclaim and include it in the case file once the required fees have been received.

3. Within 10 days of the Administrator notifying the parties of the registration of the counterclaim, the Claimant may transmit the Answer to the counterclaim to the other parties and the Administrator.

Article 4: Notice and Periods of Time

1. Unless the Administrator or the Arbitral Tribunal determines otherwise, the submissions specified in Article 3 of this Appendix, or any other Notice as defined in Article 1 of the Rules, shall be exchanged among the parties, the Administrator, and the Arbitral Tribunal using any electronic filing system operated by the SCCA, by email, or by any other method permitted under Article 4(1) of the Rules.

2. The Administrator may, at its discretion, shorten or extend any of the periods of time prescribed in these Small Claims Procedures or the Rules. Once constituted, the Arbitral Tribunal may, at its discretion, extend such periods of time except the one provided in Article 9(1) of this Appendix.

Article 5: Appointment and Challenge of Arbitrator

1. The Arbitral Tribunal shall consist of one arbitrator.

2. The SCCA Court shall promptly appoint the sole arbitrator, who shall disclose any circumstances that may give rise to justifiable doubts as to the sole arbitrator's impartiality or independence, in accordance with Article 17 of the Rules.

3. Article 18 of the Rules shall apply to any challenge to the Arbitral Tribunal, subject to the following modifications:

   a) A challenge shall be transmitted within 2 business days of the Administrator's Notice to the parties regarding the constitution of the Arbitral Tribunal or the circumstances mentioned in Article 18(1) of the Rules become known to that party.

   b) If a challenge is submitted, the other party shall provide comments within 1 business day of the receipt of the challenge.

4. In the event of a challenge, the SCCA Court shall determine whether to reaffirm or replace the Arbitral Tribunal.

Article 6: Place of Arbitration

Unless the parties agree otherwise, the place of arbitration shall be Riyadh, Kingdom of Saudi Arabia.

Article 7: Language of Arbitration

Unless the parties agree otherwise, the language of arbitration shall be Arabic.

Article 8: Conduct of Arbitration and Hearing

1. The Arbitral Tribunal shall issue a procedural order within 5 days of the date of its constitution. If the Arbitral Tribunal deems it necessary, it may conduct a case management conference by telephone, videoconference, or any other appropriate means of remote communication.

2. Article 26 of the Rules shall not apply to arbitrations conducted under these Small Claims Procedures.

3. The Arbitral Tribunal may issue the final award based solely on the parties' written submissions. However, if the Arbitral Tribunal considers a hearing necessary, Article 29 of the Rules shall apply, except that such hearing shall be conducted by telephone, videoconference, or any other appropriate means of remote communication, and shall not, unless otherwise directed by the Arbitral Tribunal, exceed 1 day.

Article 9: Final Award

1. The Arbitral Tribunal shall issue the final award within 30 days of its constitution or, in the event of a challenge, within 30 days of its reaffirmation. In exceptional circumstances, the Administrator may, at its discretion, extend this 30-day period as it deems appropriate.

2. The Administrator shall transmit the final award to the parties using any electronic filing system operated by the SCCA or via email, and such transmission shall constitute proper service.

Article 10: Costs

1. The Request for Arbitration shall be accompanied by a non-refundable SCCA registration fee of SAR 1,000.

2. Upon commencement of the arbitration, the Claimant shall advance the following amounts:

   a) where the claim amount does not exceed SAR 100,000, an SCCA administrative fee in the amount of SAR 3,000 and an Arbitral Tribunal fee in the amount of SAR 8,000; or

   b) where the claim amount does not exceed SAR 200,000, an SCCA administrative fee in the amount of SAR 4,000 and an Arbitral Tribunal fee in the amount of SAR 10,000.

3. In the case of a counterclaim, the Respondent shall promptly pay a non-refundable SCCA registration fee of SAR 1,000 and an Arbitral Tribunal fee of SAR 2,000.

4. Fees paid to the Arbitral Tribunal shall be inclusive of any applicable value-added tax (VAT) or other taxes, charges, or imposts. Where applicable law so requires, the Administrator shall collect withholding tax from the parties and remit such tax to the appropriate tax authority.

SCCA Model Clauses for Arbitration

SCCA Standard Clauses

Parties seeking to include an SCCA arbitration clause in their contracts may utilize one of the model clauses provided below, in consultation with their legal counsel.

Standard SCCA Arbitration Clause

> Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof, shall be settled by arbitration administered by the Saudi Center for Commercial Arbitration (the "SCCA") in accordance with the SCCA Arbitration Rules.

Standard SCCA Mediation-Arbitration Clause

> Any dispute, controversy, or claim arising out of or relating to this contract, or a breach, termination, or invalidity thereof, the parties hereto agree first to try to settle it by mediation administered by the Saudi Center for Commercial Arbitration (the "SCCA") in accordance with the SCCA Mediation Rules.
>
> If settlement is not reached within [__] days after service of a written request for mediation, the dispute, controversy, or claim shall be settled by arbitration administered by the SCCA in accordance with the SCCA Arbitration Rules.

Adaptations to SCCA Standard Clauses

Parties can tailor the SCCA standard clauses to their specific needs by including additional elements such as the number of arbitrators, selection method, place of arbitration, and language of arbitration. The SCCA's Guide to Drafting ADR Clauses at www.sadr.org can be consulted for guidance, and legal counsel should be consulted as needed.

If parties wish to utilize the Expedited Procedure Rules for disputes that exceed SAR 4,000,000, they must opt in by explicitly adding a provision to the following effect:

> Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof, shall be settled by arbitration administered by the Saudi Center for Commercial Arbitration (the "SCCA") in accordance with the SCCA Expedited Procedure Rules [regardless of the amount in dispute / provided the amount in dispute does not exceed SAR [__] at the time of filing the Request for Arbitration].

If parties wish to exclude the application of the Expedited Procedure Rules, Small Claims Procedures, or Emergency Arbitrator Procedure Rules, they must opt out by explicitly adding a provision to the following effect:

> The [Expedited Procedure Rules / Small Claims Procedures / Emergency Arbitrator Procedure Rules] shall not apply.

According to Article 36(3) of the Rules, the SCCA can publish any award, order, decision, or other ruling in an anonymized or redacted form unless a party objects before the arbitration concludes. If parties wish to prevent publication, they must explicitly add a provision to the following effect:

> No award, order, or decision made in the arbitration shall be published.

Special Notes About the Substantive Law Applicable to the Contract and Arbitration Agreement

If parties choose a substantive law to govern the contract or the arbitration agreement but wish to subject such law to Shari'ah (especially when the place of arbitration is not Saudi Arabia), they may add a provision to the following effect:

> The law governing the [contract and/or arbitration agreement] shall be [__] to the extent that such law does not conflict with Shari'ah as outlined in the [e.g., Shari'ah Standards of the Accounting and Auditing Organization for Islamic Financial Institutions (AAOIFI)], in which case Shari'ah shall take precedence.

According to Article 37(4) of the Rules, the default law governing the arbitration agreement shall be the law of the place of arbitration. If parties wish to choose another law, they must explicitly add a provision to the following effect:

> The law governing the arbitration agreement shall be [__].

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Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof, shall be settled by arbitration administered by the Saudi Center for Commercial Arbitration (the "SCCA") in accordance with the SCCA Arbitration Rules.

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