

Arbitration Rules of the Asia Pacific International Arbitration Chamber

(Effective as of July 1, 2024)

Content

Section I: Introductory Rules	1
Article 1 - Scope of Application and Interpretation	1
Article 2 - Notice and Calculation of Periods of Time	2
Article 3 - Statement of Claim	3
Article 4 - Commencement of the Arbitration	4
Article 5 - Statement of Defense	5
Article 6 - Counterclaim	6
Article 7 - Expedited Procedure	7
Article 8 - Representation and Assistance	9
Section II. Composition of the Tribunal	9
Article 9 - Number of Arbitrators	9
Article 10 - Appointment of Sole Arbitrator	9
Article 11 - Appointment of Three Arbitrators	9
Article 12 - Multi-Party Appointment of Arbitrators	10
Article 13 - Confirmation and Appointment of Arbitrators	10
Article 14 - Disclosure by Arbitrators	10
Article 15 - Challenge of Arbitrators	11
Article 16 - Notice of Challenge of the Arbitrator	11
Article 17 - Replacement of an Arbitrator	12
Article 18 - Repetition of Hearings in the event of Replacement of an Arbitrator	12
Article 19 - Transfer of the Case File to the Tribunal	12
Section III. Arbitral Proceedings	12
Article 20 - General Provisions	12

Article 21 - Seat of Arbitration	13
Article 22 - Language	13
Article 23 - Amendments to the Claim or Defence	14
Article 24 - Consolidation of Arbitrations	14
Article 25 - Joinder of Additional Parties	16
Article 26 - Objection to the Jurisdiction of the Tribunal	18
Article 27 - Interim Measures	18
Article 28 - Evidence	20
Article 29 - Hearings	20
Article 30 - Experts Appointed by the Tribunal	21
Article 31 - Trial in Absentia	22
Article 32 - Termination of Hearings	23
Article 33 - Waiver of right to Object	23
Section IV. The award	23
Article 34 - Applicable law, Amiable Compositeur	23
Article 35 - Time Limit for Rendering an Award	24
Article 36 - Decisions	24
Article 37- Termination of Proceedings	24
Article 38 - Form and Effect of the Award	25
Article 39 - Interpretation of the Award	25
Article 40 - Correction of the Award	26
Article 41 - Additional award	26
Section V. Others	27
Article 42 - Definition and Allocation of Costs	27
Article 43 - Arbitration Expenses	28
Article 44 - Decisions of the President, the Committee, the Secretariat and APIAC	29

Article 45 - Disclaimer and Release	30
Article 46 - Third Party Funding	30
Schedule 1 The APIAC Processing Fee Schedule	31
Schedule 2 Remuneration of Arbitrators (Predicated on Hourly Tariffs) .	32
Schedule 3 Remuneration of Arbitrators (Predicated on amount in dispute)	33
Schedule 4 Model Arbitration Clauses	34

Section I: Introductory Rules

Article 1 - Scope of Application and Interpretation

1. The Asia Pacific International Arbitration Chamber (the "APIAC") is situated in Singapore. APIAC does not resolve disputes, but are authorized to administer tribunals under these Rules.
2. Where the parties agree to submit disputes for arbitration to APIAC under these Rules, such disputes shall be resolved in accordance with these Rules, unless otherwise agreed by the parties.
3. The President of the Asia Pacific International Arbitration Chamber (the "President") has the authority to make any decision on behalf of APIAC in accordance with these Rules. Both APIAC and the President may also delegate their respective powers to the Committee in accordance with the APIAC Rules. While exercising these delegated powers, the President may serve as a member of the Committee, unless a situation arises wherein it becomes appropriate to request the President's challenge. The affairs of APIAC is assisted by the Secretariat of APIAC ("the Secretariat").
4. The APIAC Rules shall come into force on July 1 , 2024, and shall apply to any arbitration commenced on or after that date , unless otherwise agreed by the parties.
6. The arbitration proceedings shall be conducted in accordance with these Rules. The parties have the right to modify the application of these Rules in writing. However, if any provision of these Rules conflicts with a mandatory provision of the applicable law that the parties cannot deviate from, the provision of the applicable law shall prevail.
7. If there is any difference or discrepancy between the translation of the APIAC Rules and the English text, the English version shall prevail.
8. In the APIAC Rules:

- a) "APIAC" means the Asia Pacific International Arbitration Chamber;
- b) "President" means the President of APIAC;
- c) "Committee" means the Committee of APIAC consisting of not less than two members appointed by the President(which may include the President)
- d) "Tribunal" includes a sole arbitrator or all the arbitrators where more than one arbitrator is appointed;
- e) "Claimant" includes one or more claimants; "Respondent" includes one or more respondents; "additional party" includes one or more additional parties;
- f) "Parties" refer to the Claimant and the Respondent;
- g) "Award" includes a partial, an interim award, or a final award;

Article 2 - Notice and Calculation of Periods of Time

1. All written submissions, communications, and supporting materials submitted by any party shall be filed with and registered by the Secretariat, with sufficient copies provided to enable the Secretariat to serve copies to all parties and the arbitrators. All notices or communications between the Tribunal and the parties shall be transmitted through the Secretariat.
2. The Secretariat shall serve all notices or communications under these Rules to the addresses of the parties or their representatives as designated by the parties themselves or as agreed upon by the parties.
3. In the absence of such designation or authorization, a notice shall be deemed to have been received:
 - a) Served directly to the party by the Secretariat; or

- b) Served by the Secretariat to the party's place of business, habitual residence, or postal address.
4. Where, despite reasonable efforts, the address of a party cannot be determined in accordance with Article 2 (2) or (3), the Secretariat shall serve all notices or communications to the last known place of business, habitual residence, or postal address of the party.
5. All notices or communications under these Rules may be served by registered mail with return receipt, express delivery service, fax, email, or any other electronic means that provide a record of delivery. Where notices or communications are served by registered mail with return receipt, express delivery service, it shall be deemed served upon arrival at the addressee's address. Where notices or communications are served by fax, email, or any other electronic means that provide a record of delivery, they shall be deemed served if the electronic transmission record shows that the delivery has been completed.
6. The time periods specified in these Rules shall be calculated from the day following the receipt of the notice by the party. If the last day of the period falls on an official holiday or a non-business day in the place of residence or business of the party, the period shall be extended to the first subsequent business day. Official holidays or non-business days occurring during the running of the period shall be included in the calculation of the period.

Article 3 - Statement of Claim

1. The party or parties submit arbitration (the "Claimant") shall provide the Secretariat with the Statement of Claim with sufficient copies.
2. The Statement of Claim shall include the following:
- a) A demand that the dispute be referred to arbitration;
 - b) The names, addresses, contact numbers, or email addresses of the parties and their representatives, if any;

- c) A copy of the arbitration clause or arbitration agreement that is invoked;
 - d) A copy of any contract or other legal instrument out of or in relation to which the dispute arises or, in the absence of such contract or instrument, a brief description of the relevant relationship;
 - e) A brief description of the arbitration claim, specifying the amount involved, if any;
 - f) The relief or remedy sought;
 - g) A proposal on the number and names of arbitrators;
 - h) A proposal on the language of arbitration, the seat of arbitration, and the law applicable to the merits of the dispute(if the parties have not previously agreed on these matters);
 - i) Any application for the expedited procedures (if applicable);
 - j) A proposal on the method of payment of the arbitrators' fees.
3. When submitting the Statement of Claim, the Claimant shall pay the processing fee in accordance with the provisions of Schedule 1 of these Rules.
4. If the Statement of Claim submitted by the Claimant does not meet the above requirements or the processing fee is not paid in accordance with the provisions of Schedule 1 of these Rules, the Secretariat may request the Claimant to supplement it within an appropriate period. If the supplementation or payment is not made within the prescribed time limit, the arbitration application shall be deemed to be withdrawn, without prejudice to the Claimant's right to submit a new arbitration proceeding and reassert the same claims.

Article 4 - Commencement of the Arbitration

1. The arbitration proceedings shall commence upon the Secretariat

receiving the complete Statement of Claim and the processing fee for the case.

2. The Secretariat shall serve a notification of the commencement of arbitration proceedings on the Claimant.
3. The Secretariat shall serve a notification of the commencement of arbitration proceedings, the Statement of Claim, and its attachments on the Respondent.

Article 5 - Statement of Defense

1. The Respondent shall submit sufficient copies of the Statement of Defense to the Secretariat within 30 days from the date of receipt of the Statement of Defense served by the Secretariat. The President shall have the discretion to grant an extension or reduction of the time limit for submitting the Response, but such extension shall not exceed the date of the first hearing.
2. The Statement of Defense shall include:
 - a) The name, address, contact number, or email address of the Respondent and its representatives;
 - b) A defense to the facts and evidence presented in the dispute;
 - c) A defense to the arbitration claims;
 - d) Any defense to the jurisdiction of the arbitration;
 - e) Proposals on the number of arbitrators and the choice of arbitrators;
 - f) Proposals on the language of arbitration, the seat of arbitration, and the applicable substantive law (if the parties have not previously agreed on these matters);
 - g) Any application for applying of expedited procedures, (if applicable);
 - h) The method of payment of the arbitrators' fees.

3. The Secretariat shall serve the Statement of Defense and its attachments to all other parties.

Article 6 - Counterclaim

1. The Respondent shall submit sufficient copies of the counterclaim to the Secretariat within the time limit for filing a defense. The President shall have the discretion to grant an extension or reduction of the time limit for submitting the counterclaim.
2. The counterclaim shall include:
 - a) The names, addresses, contact numbers, or email addresses of the parties and their representatives;
 - b) A copy of the arbitration clause or arbitration agreement invoked;
 - c) The facts and evidence of the dispute;
 - d) Specific arbitration claims, including the exact amount involved, if any.
3. The Respondent shall pay any processing fees applicable to the counterclaim in accordance with the provisions of Schedule 1 of these Rules when submitting the counterclaim application.
4. If the counterclaim application submitted by the Respondent does not meet the above requirements or the processing fees have not been paid, the Secretariat may require the Respondent to supply it within an appropriate time limit. If the supplement or payment is not made within the specified time limit, the counterclaim application shall be deemed withdrawn, without prejudice to the Respondent's right to submit a new arbitration proceeding and reassert the same claims.
5. Upon receipt of the complete counterclaim and the case registration fees, the Secretariat shall promptly notify the Claimant and the Respondent of the receipt of the counterclaim and the date of receipt.

6. The Claimant shall submit a written Statement of Defense to the counterclaim within 30 days from the date of receipt of the counterclaim served by the Secretariat. Before the case file is handed over to the Tribunal, the President shall have the discretion to grant an extension or reduction of the time limit for responding to the counterclaim.
7. If the counterclaim submitted by the Respondent is accepted, the composition of the Tribunal shall be determined in accordance with the procedures for the arbitration application, and the parties in the counterclaim proceedings shall be deemed to have waived their right to propose the number and choice of arbitrators.

Article 7 - Expedited Procedure

1. Prior to the constitution of the Tribunal, a party may, if the following conditions are met:
 - a) The amount in dispute does not exceed the equivalent of S\$5,000,000 on the date of submitting the Statement of Claim;
or
 - b) The parties all agree.
2. The Expedited Procedure shall not be applicable if the parties have expressly agreed that Expedited Procedures shall not apply, or if, following consultation with the parties, the President determines that the circumstances do not permit the application of Expedited Procedure.
3. If an arbitration is conducted under the Expedited Procedure, the following procedure shall be followed:
 - a) The case shall be referred to the sole arbitrator, unless the President decides otherwise;
 - b) The Tribunal shall hear the case within 15 days from the date of its constitution. The President may extend this period at a reasoned request from the Tribunal or, on its own

determination, if the President deems it necessary.

- c) After consultation with the parties, the Tribunal may decide to hear the dispute only on the basis of written documents and without the need for hearings and cross-examination of witnesses and/or expert witnesses.
 - d) If a hearing is required, after considering both efficiency and economic factors, the Tribunal may conduct the hearing by means of video conferencing, tele conferencing, or other forms of communication.
 - e) The Tribunal shall determine the content and form of document production, as well as the statements of witnesses, including expert witnesses, shall be presented in written form.
4. The Tribunal will make its final award within 3 months from the date of the termination of hearing, but in exceptional circumstances, the President may extend this period at the request of the Tribunal with reasons.
 5. The Tribunal may make a determination on the costs, considering all circumstances it deems necessary and relevant, including the conduct of the parties in conducting the expedited arbitration efficiently and effectively.
 6. The Tribunal may decide, on a party's request, that the proceedings shall no longer be conducted in accordance with the Expedited Procedure, taking into account new information that subsequently becomes available and after consulting with the President and after providing the parties with an opportunity to be heard. The Expedited Procedure's Tribunal will preside over the arbitration proceeding if the Tribunal decides to grant the parties' request.
 7. When the parties agree to arbitrate in accordance with the Expedited Procedure under these Rules, the provisions of these Rules shall apply even if anything to the contrary in their arbitration agreement.

Article 8 - Representation and Assistance

Each party may be represented or assisted by persons of its choice and shall inform the Secretariat and the Tribunal(if appointed) of the names, positions, addresses, and other relevant information of such persons. The Secretariat and the Tribunal(if appointed) may, at any time, decide or, upon the request of any party, require the parties to provide evidence of the authority granted to such representatives.

Section II. Composition of the Tribunal

Article 9 - Number of Arbitrators

1. The disputes shall be decided by a sole arbitrator or by three arbitrators.
2. The parties shall have the right to propose the number of arbitrators.
3. If the parties have not proposed or agreed upon the number of arbitrators , the case will be heard by a sole arbitrator. Unless, after considering the parties' proposal, the President deem it necessary to decide the appointment of three arbitrators due to the complexity of the dispute, the amount at stake, or other pertinent factors.

Article 10 - Appointment of Sole Arbitrator

1. If the parties propose the same candidate for the sole arbitrator, this candidate shall be appointed as the sole arbitrator upon confirmation by the President.
2. If the parties have not propose or agreed upon the candidate for the sole arbitrator, a sole arbitrator shall be appointed by the President.

Article 11 - Appointment of Three Arbitrators

1. If the parties have agreed that the Tribunal shall be composed of

three arbitrators, each party shall nominate one arbitrator in their Statement of Claim or Statement of Defense for confirmation by the President. If a party fails to nominate an arbitrator, the President shall appoint the arbitrator.

2. The presiding arbitrator shall be appointed by the President, unless the parties have agreed to another procedure for the appointment. The two arbitrators nominated by the parties or appointed by the President shall jointly nominate the third arbitrator to act as the presiding arbitrator within 30 days of receiving notice of their appointment from the Secretariat. If the two arbitrators fail to agree with the nomination of the presiding arbitrator or fail to make the nomination within the prescribed period, the President shall appoint the presiding arbitrator.

Article 12 - Multi-Party Appointment of Arbitrators

If there are multiple claimants or multiple respondents, the arbitrator shall be jointly proposed by the multiple claimants or the multiple respondents.

Article 13 - Confirmation and Appointment of Arbitrators

When confirming or appointing arbitrators, the President shall consider the arbitrators' nationality, residence, relationships with the parties or the countries of the other arbitrators, and whether the arbitrators have the time and ability to conduct the arbitration under these Rules.

Article 14 - Disclosure by Arbitrators

Upon accepting the appointment, an arbitrator shall sign a declaration of impartiality and independence, disclosing any circumstances that may give rise to justifiable doubts regarding their impartiality or independence. If, during the arbitration proceedings, any new circumstances arise that may give rise to justifiable doubts regarding their impartiality or independence, the arbitrator shall, without delay, disclose such circumstances to the parties, the other members of the Tribunal, and APIAC, unless all parties have already been informed of these circumstances.

Article 15 - Challenge of Arbitrators

1. Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence.
2. A party may challenge an arbitrator it has nominated only on grounds that have come to the party's attention after the appointment has been made.
3. In the event that an arbitrator fails to act or in the event of the de jure or de facto impossibility of his or her performing his or her functions, parties may challenge the arbitrator in accordance with these Rules.

Article 16 - Notice of Challenge of the Arbitrator

1. A party that intends to challenge an arbitrator shall submit a sufficient number of the application and its copies for the arbitrator's challenge to the Secretariat within 15 days after it has been notified of the appointment of the challenged arbitrator, or within 15 days after being notified of the appointment of the challenged arbitrator, or within 15 days after becoming aware of the grounds for the challenge. The application shall state the reasons for the challenge.
2. The Secretariat shall serve the application for the arbitrator's challenge on all parties, the arbitrator requested to challenge, and the other members of the Tribunal.
3. The other party may agree to the application for the arbitrator's challenge submitted by one party. The arbitrator may voluntarily withdraw from the Tribunal after receiving the application for challenge served by the Secretariat. However, in either case, this does not imply that the grounds for the challenge request are justified.
4. If other parties do not agree to the challenge or the challenged arbitrator does not withdraw, the President has the authority to decide on the application for the arbitrator's challenge submitted by the parties.

Article 17 - Replacement of an Arbitrator

1. In any event where an arbitrator has to be replaced during the course of the proceedings, a substitute arbitrator shall be appointed or chosen pursuant to the procedure.
2. If, at the request of a party, the President determines that, it would be justified for a party to be deprived of its right to appoint a substitute arbitrator, the President may, after giving an opportunity to the parties and the remaining arbitrators to express their views:
 - a) Appoint the substitute arbitrator; or
 - b) After the closure of the hearings, authorize the other arbitrators to proceed with the arbitration and make any decision or award.

Article 18 - Repetition of Hearings in the event of Replacement of an Arbitrator

If an arbitrator is replaced, the proceedings shall resume at the stage where the arbitrator who was replaced ceased to perform his or her functions, unless the Tribunal decides otherwise.

Article 19 - Transfer of the Case File to the Tribunal

The Secretariat will transfer the case file to the Tribunal immediately upon its constitution, provided the deposits requested have been paid.

Section III. Arbitral Proceedings

Article 20 - General Provisions

1. The Tribunal shall establish a tentative timetable for the arbitration as soon as reasonably practicable following its constitution, and after inviting the parties to express their

opinions. At any time after consulting the parties, the Tribunal may extend or shorten any period specified in these Rules or agreed upon by the parties.

2. Subject to these Rules, the Tribunal may conduct the arbitration in such manner as it considers appropriate, ensuring that the parties are treated with equality and that each party is given a reasonable opportunity to present its case at an appropriate stage of the proceedings. In exercising its discretion, the tribunal shall conduct the arbitration fairly and impartially, and shall strive to resolve the dispute between the parties in an expeditious and cost-effective manner.

Article 21 - Seat of Arbitration

1. In the absence of a prior agreement by the parties regarding the seat of arbitration, the Tribunal shall determine the seat based on the specifics of the case. The arbitration award shall be deemed to have been made at the seat of arbitration.
2. The Tribunal may deliberate at any location it deems appropriate. Unless otherwise agreed by the parties, the tribunal may also hold meetings at any location it considers suitable for any purpose, including hearings.

Article 22 - Language

1. Subject to an agreement by the parties, the Tribunal shall, promptly after its appointment, determine the language or languages to be used in the proceedings. This determination shall apply to the Statement of Claim, the Statement of Defence, and any further written statements and, if oral hearings take place, to the language or languages to be used in such hearings.
2. The Tribunal may order that any documents annexed to the Statement of Claim or Statement of Defence, and any supplementary documents or exhibits submitted in the course of the proceedings, delivered in their original language, shall be accompanied by a translation into the language or languages agreed upon by the parties or determined by the Tribunal.

Article 23 - Amendments to the Claim or Defence

1. During the course of the arbitration proceedings, a party may amend or supplement its claims, objections, or counterclaims, unless the Tribunal considers it inappropriate to allow such amendment or supplement due to the delay in its submission, prejudice to the other party, or any other relevant circumstances. However, any amendment or supplement to the claims, objections, or counterclaims must not extend beyond the scope of the Tribunal's jurisdiction.
2. If a party amends or supplements its claims, objections, or counterclaims, the Secretariat shall have the authority to adjust the registration fee, administrative fee, and the Tribunal's remuneration, as deemed appropriate.

Article 24 - Consolidation of Arbitrations

1. Upon the application of a party and after consultation with all parties, the President or the Tribunal has the authority to consolidate two or more pending arbitrations under the following conditions:
 - a) All the parties have consented to the consolidation;
 - b) All claims in each of the arbitration are made under the same arbitration agreement; or
 - c) The arbitration agreements are compatible, and the disputes result from a single transaction or a series of transactions, or arising out of the same legal relationship.
2. A party applying for the consolidation of two or more arbitrations shall submit a sufficient number of copies of the application to the Secretariat. The Secretariat shall serve the application for consolidation on all other parties and the Tribunal (if already constituted).
3. The application for consolidation shall contain the following contents:

- a) The arbitration case number or reference;
 - b) The names, addresses, contact numbers, or email addresses of all the parties to the arbitration consolidation application;
 - c) A request for consolidated arbitration;
 - d) A copy of the arbitration agreement(s) referred to;
 - e) A copy of any agreement or other legal document that caused or is related to the consolidation application; or in the absence of any agreement or other legal instrument, a brief description of the pertinent relationship;
 - f) The facts and legal grounds supporting the consolidation application;
 - g) The relief or remedy sought;
4. After consulting with all parties, the President or the Tribunal shall decide whether to grant the application for consolidation. The decision to approve the consolidation application shall not affect the Tribunal's authority to rule on jurisdictional issues in subsequent proceedings.
5. Upon the approval of the consolidation application, all parties shall be deemed to have waived their right to nominate arbitrators, without prejudice to their right to challenge any arbitrator.
6. Upon the approval of the consolidation application, any additional registration fees for new claims or counterclaims shall be paid in accordance with these Rules. If appropriate, the President may adjust the administrative fees and the tribunal's remuneration following the approval of the consolidation application.
7. Upon the approval of the consolidation application, the arbitration shall be consolidated into the arbitration that commenced first, unless otherwise agreed by the parties.

Article 25 - Joinder of Additional Parties

1. Pursuant to these Rules, the President or the Tribunal has the authority to decide on the joinder of a party to the arbitration proceedings under the following conditions:
 - a) Prima facie, the arbitration agreement binds the additional party to be joined; or
 - b) All parties, including the additional party, have consented to the joinder of the additional party.
2. Any decision made by the Tribunal regarding the party to be joined does not prejudice the tribunal's authority to rule on jurisdictional issues in subsequent proceedings.
3. Except in exceptional circumstances, an application for the joinder of a party shall be made no later than the expiration of the period for the submission of the statement of objection.
4. A party applying for the joinder of a party shall submit a sufficient number of copies of the application to the Secretariat. The Secretariat shall serve the application on all other parties and the Tribunal (if already constituted).
5. The application for additional party to be joined shall contain the following contents:
 - a) The arbitration case number or reference;
 - b) The name, address, contact number, or email address of the additional party;
 - c) The request for the additional party to be joined;
 - d) A copy of the arbitration clause or arbitration agreement invoked;
 - e) Copies of any agreement or other legal instruments giving rise to or relating to the application, or a brief description of the relevant relationships if no such documents exist;

- f) The facts and legal grounds for the additional application;
 - g) The relief or remedies sought, specifying the amount involved, if applicable.
6. Within 30 days of receiving the notice of the application from the Secretariat, the additional party and other parties shall submit a sufficient number of copies of their response to the application for the addition of a party to the Secretariat. The Secretariat shall serve the responses on all other parties and the Tribunal (if already constituted).
7. The response to the application for the addition of a party shall include the following:
- a) The name, address, contact number, or email address of the responding party;
 - b) Any objections to the composition or jurisdiction of the Tribunal;
 - c) The response to the application for the addition of the party;
 - d) Any claims against the other parties to the arbitration.
8. Upon the President or the Tribunal's approval of the application for the addition of a party, the additional party shall be deemed to have waived its right to nominate an arbitrator, without prejudice to its right to challenge any arbitrator.
9. Upon approval of the application for the addition of a party, any additional registration fees for new claims or counterclaims shall be paid in accordance with these Rules. If appropriate, the President may adjust the administrative fees and the tribunal's remuneration following the approval of the application.
10. Upon approval of the application for the addition of a party, the date on which the Secretariat receives the complete application

shall be deemed the commencement date of the arbitration proceedings involving the newly added party.

11. The Tribunal may make a single award or separate awards concerning all parties involved in the arbitration proceedings.

Article 26 - Objection to the Jurisdiction of the Tribunal

1. The Tribunal shall rule on its own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement. For that purpose, an arbitration clause that forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the Tribunal that the contract is null and void shall not entail ipso jure the invalidity of the arbitration clause.
2. An objection that the Tribunal does not have jurisdiction shall be raised no later than in the Statement of Defence or, with respect to a counterclaim or a claim for the purpose of a set-off, in the reply to the counterclaim or to the claim for the purpose of a set-off. A party is not precluded from raising such an objection by the fact that it has appointed, or participated in the appointment of, an arbitrator. An objection that the Tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the proceedings. The Tribunal may, in either case, admit a later objection if it considers the delay justified.
3. The Tribunal may rule on an objection either as a preliminary question or in an award on the merits. If the Tribunal rules as a preliminary question that it has jurisdiction and any party subsequently challenge the Tribunal's jurisdiction before a court, while such a request is pending, the Tribunal may continue the proceedings and make an award.

Article 27 - Interim Measures

1. The Tribunal may, at the request of a party, grant interim measures.
2. An interim measure is any temporary measure by which, at any

time prior to the issuance of the award by which the dispute is finally decided, the Tribunal orders a party, for example and without limitation, 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: (i) current or imminent harm or; (ii) prejudice to the proceedings 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 party requesting an interim measure under Article 27 (2) (a) to (c) shall satisfy the 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 requesting party will succeed on the merits of the claim. The determination on this possibility shall not affect the discretion of the Tribunal in making any subsequent determination.
4. With regard to a request for an interim measure under Article 27 (2) (d), the requirements in Article 27 (3) (a) and (b) shall apply only to the extent the Tribunal considers appropriate.
5. The 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 Tribunal's own initiative.

6. The Tribunal may require the party requesting an interim measure to provide appropriate security in connection with the measure.
7. The Tribunal may require any party promptly to disclose any material change in the circumstances on the basis of which the interim measure was requested or granted.
8. The party requesting an interim measure may be liable for any costs and damages caused by the measure to any party if the Tribunal later determines that, in the circumstances then prevailing, the measure should not have been granted. The Tribunal may award such costs and damages at any point during the proceedings.
9. The filing of a request for interim measures with the court by any party shall not be deemed inconsistent with or a waiver of the arbitration agreement. The Tribunal shall be notified without delay of any such application and of any measure taken by the court.

Article 28 - Evidence

1. Each party shall bear the burden of proof for the facts relied on in their Statement of Claim or Statement of Defence.
2. Witnesses, including expert witnesses, proposed by a party to testify before the Tribunal on any issue of fact or expertise may be any individual, notwithstanding that the individual is a party to the arbitration or in any way related to a party. Unless otherwise directed by the Tribunal, statements by witnesses, including expert witnesses, may be presented in writing and signed by them.
3. At any time during the proceedings the Tribunal may require the parties to produce documents, exhibits or other evidence within such a period of time as the Tribunal shall determine.
4. The Tribunal shall determine the admissibility, relevance, materiality and weight of the evidence offered.

Article 29 - Hearings

1. Unless the parties have agreed on a documents-only arbitration or

as otherwise provided in these Rules, the Tribunal shall hold a hearing for the presentation of evidence and/or for oral arguments on the merits of the dispute, including any question of jurisdiction, if any party requests it or the Tribunal so determines.

2. In the event of an oral hearing, the Tribunal shall give the parties adequate advance notice of the date, time and place thereof. Witnesses, including expert witnesses, may be heard under the conditions and examined in the manner set by the Tribunal.
3. Hearings shall be held in private unless the parties agree otherwise. The Tribunal may require the retirement of any witness or witnesses, including expert witnesses, during the testimony.
4. The Tribunal may direct that witnesses, including expert witnesses, be examined through means of telecommunication such as video conference that do not require their physical presence at the hearing.

Article 30 - Experts Appointed by the Tribunal

1. After consultation with the parties, the Tribunal may appoint one or more independent experts to report to it, in writing, on specific issues to be determined by the Tribunal. The Secretariat shall serve the parties with a copy of the expert's scope of duties determined by the Tribunal.
2. The expert shall, in principle before accepting appointment, submit to the Tribunal and to the parties a description of his or her qualifications and a statement of his or her impartiality and independence. Within the time ordered by the Tribunal, the parties shall inform the Tribunal whether they have any objections as to the expert's qualifications, impartiality or independence. The 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 Tribunal shall decide promptly what, if any, action to take.
3. The parties shall give the expert any relevant information or

produce for his or her inspection any relevant documents or goods that he or she may require of them. Any dispute between a party and such expert as to the relevance of the required information or production shall be referred to the Tribunal for decision.

4. Upon receipt of the expert's report, the Tribunal shall communicate a copy of the report to the parties, which 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 expert, after delivery of the report, may be heard at a hearing where the parties shall have the opportunity to be present and to interrogate the expert. At this hearing, any party may present expert witnesses in order to testify on the points at issue.

Article 31 - Trial in Absentia

1. If, within the period of time fixed by these Rules or the Tribunal, without showing sufficient cause:
 - a) The Claimant has failed to submit its Statement of Claim, the Tribunal shall issue an order for the termination of the proceedings, unless there are remaining matters that may need to be decided and the Tribunal considers it appropriate to do so;
 - b) The Respondent has failed to submit its statement of defence, the Tribunal shall order that the proceedings continue, without treating such failure in itself as an admission of the Claimant's allegations; the provisions of this subparagraph also apply to a Claimant's failure to submit a defence to a counterclaim or to a claim for the purpose of a set-off.
2. If a party, duly notified under these Rules, fails to appear at a hearing, without showing sufficient cause for such failure, the Tribunal may proceed with the arbitration.
3. If a party, duly invited by the Tribunal to produce documents, exhibits or other evidence, fails to do so within the established

period of time, without showing sufficient cause for such failure, the Tribunal may make the award on the evidence before it.

Article 32 - Termination of Hearings

1. The Tribunal may inquire of the parties if they have any further proof to offer or witnesses to be heard or submissions to make and, if there are none, it may declare the hearings terminated.
2. The Tribunal may, if it considers it necessary owing to exceptional circumstances, decide, on its own initiative or upon application of a party, to reopen the hearings at any time before the award is made.

Article 33 - Waiver of Right to Object

A failure by any party to object promptly to any non-compliance with these Rules or with any requirement of the arbitration agreement shall be deemed to be a waiver of the right of such party to make such an objection, unless such party can show that, under the circumstances, its failure to object was justified.

Section IV. The Award

Article 34 - Applicable law, Amiable Compositeur

1. The Tribunal shall apply these Rules of law designated by the parties as applicable to the substance of the dispute. Failing such designation by the parties, the Tribunal shall apply the law which it determines to be appropriate.
2. The Tribunal shall decide as amiable compositeur or ex aequo et bono only if the parties have expressly authorized the Tribunal to do so.
3. In all cases, the 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.

Article 35 - Time Limit for Rendering an Award

The Arbitral Tribunal shall render a final award within six months from the date on which the hearing is closed. In exceptional cases, the President may extend this time limit upon a reasoned request made by the Tribunal.

Article 36 - Decisions

1. Where there is more than one arbitrator, any award or other decision of the Tribunal shall be made by a majority of the arbitrators. In the absence of a majority opinion, the arbitral award shall be rendered by the presiding arbitrator alone.
2. In the case of procedural issues, when there is no majority or when the Tribunal so authorizes, the presiding arbitrator may decide alone, subject to revision, if any, by the Tribunal.

Article 37 - Settlement or Other Grounds for Termination of Proceedings

1. If, before the award is made, the parties agree on a settlement of the dispute, the Tribunal shall either issue an order for the termination of the proceedings or, if requested by the parties and accepted by the Tribunal, record the settlement in the form of an award on agreed terms. The Tribunal is not obliged to give reasons for such an award, unless otherwise agreed by the parties. However, the provisions of Article 38(2), (5) to (7), shall remain applicable.
2. If, before the award is made, the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in Article 37(1), the Tribunal shall inform the parties of its intention to issue an order for the termination of the proceedings. The Tribunal shall have the power to issue such an order unless there are remaining matters that may need to be decided and the Tribunal considers it appropriate to do so.

Article 38 - Form and Effect of the Award

1. The Tribunal may make separate awards on different issues at different times.
2. All awards shall be made in writing and shall be final and binding on all parties. The parties shall carry out all awards without delay.
3. The Tribunal shall submit the draft award to the APIAC as soon as possible, which shall review it prior to signing by the Tribunal. APIAC may make recommendations on the form of the award and, without impairing the Tribunal's discretion to decide the case, may bring the substance to the attention of the Tribunal.
4. The Tribunal shall state the reasons upon which the award is based, unless the parties have agreed that no reasons are to be given.
5. An award shall be signed by all members of the Tribunal and it shall contain the date on which the award was made and indicate the seat of arbitration. 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.
6. The award shall be submitted to the APIAC. After all costs of the arbitration have been settled, APIAC shall deliver certified copies of the award to the parties. This shall include the award made under Article 37.
7. An award may be made public with the consent of all parties, or to a limited extent, for the purpose of protecting or enforcing a legal right, or where it is involved in legal proceedings before a court or other competent authority, or where a party is required by legal obligation to disclose it.

Article 39 - Interpretation of the Award

1. Within 30 days after the receipt of the award, a party, with notice to the other parties and APIAC in writing, may request that the Tribunal give an interpretation of the award.
2. The Tribunal shall deem that a reasonable interpretation of the

award shall be made within 30 days after the receipt of the award, unless APIAC extend the time limit if necessary, at the request of the Tribunal. The interpretation of the award shall form part of the award and the provisions of Article 38 (2), (4) to (7) shall apply.

3. The Tribunal has the authority to provide any additional interpretation of a corrected award or additional award, but any such interpretation shall be submitted to the APIAC for approval.

Article 40 - Correction of the Award

1. Within 30 days after the receipt of the award, a party, with notice to the the Secretariat in writing, may request the Tribunal to correct in the award any error in computation, any clerical or typographical error, or any error or omission of a similar nature. If the Tribunal considers that the request is justified, it shall make the correction within 30 days of receipt of the request, but the corrected award must be submitted to the APIAC for approval. Unless the APIAC considers it necessary, it has the authority to extend this period upon the request of the Tribunal.
2. The Tribunal has the authority, on its own initiative, to correct any error in computation, any clerical or typographical error, or any error or omission of a similar nature in the award, within 30 days after the Secretariat has delivered the award to the parties, provided that the corrected award must be submitted to the APIAC for approval.
3. Such corrections shall be in writing and shall form part of the award. The provisions of Article 38 (2), (4) to (7), shall apply.

Article 41 - Additional Award

1. Within 30 days after the receipt of the termination order or the award served by the Secretariat, a party may request the Tribunal to make an award or an additional award as to claims presented in the arbitral proceedings but not decided by the Tribunal.
2. If the Tribunal considers the request for an award or additional award to be justified, it shall render or complete its award within 30 days after the receipt of the request. The APIAC may extend

this time limit as necessary at the request of the Tribunal.

3. When such an award or additional award is made, the provisions of Article 38 (2), (4) to (7), shall apply.

Section V. Others

Article 42 - Definition and Allocation of Costs

1. The definition "costs" includes:
 - a) The processing fee determined in accordance with the Schedule 1 of these Rules, namely the registration fee and the administration fee;
 - b) The remuneration of the Tribunal as determined in accordance with the Schedule 2,3 of these Rules;
 - c) Expenses incurred by any Tribunal in connection with the arbitral proceedings, including reasonable costs of obtaining expert advice or other required secretarial assistance;
 - d) The costs of the hearing venue, including other costs related to the hearing; and
 - e) A party's legal or other expenses.
2. Taking into account the specific circumstances of the case, the Tribunal may apportion each cost between the parties if it considers that the apportionment is reasonable. The Tribunal shall, in its final award, or any other award it deems appropriate, determine any amount payable by one party to the other party as a result of the apportionment of costs.
3. If the Tribunal makes an order for the termination of arbitral proceedings or makes an arbitral award on agreed terms, it shall determine in that order or award the costs referred to in Article 43 (1)(2), to the extent not yet decided, and may decide that the

parties shall share all or part of such costs.

Article 43 - Arbitration Expenses

1. The APIAC processing fee shall be determined in accordance with "APIAC Registration and Administration Fees Schedule" (Schedule 1) applicable at the commencement of the proceedings.
2. The remuneration due to the arbitrator shall be established pursuant to one of the succeeding methods:
 - a) An hourly tariff delineated in Schedule 2, or
 - b) A scale of charges premised on the disputed sum as set forth in Schedule 3

The involved parties shall reach a consensus on the mode of fixing the arbitrator's remuneration, followed by a communication to this institution within a thirty-day period subsequent to receipt of the arbitration notice by the respondent. In the absence of mutual agreement, the arbitrator's remuneration shall be fixed in accordance with the stipulations present in Schedule 3.

3. The Secretariat shall be responsible for determining the requisite amount of security for case administration, the remuneration for the Tribunal, as well as the security for any potential expenses incurred by both the Tribunal and APIAC during the arbitration process. The said monies shall be remitted at the commencement of the arbitration proceedings and at various stages throughout the process.
4. In circumstances where the sum in dispute of the arbitration claim or counterclaim cannot be ascertained, the Secretariat shall provisionally estimate the arbitration costs. In the event of new circumstances, such provisional estimate is subject to modification.
5. The parties involved bear joint and several liability for the payment of arbitration costs. In the event that any party fails to remit the portion of the deposit they are obligated to pay, the other party shall assume the responsibility for the entire sum of the

arbitration cost deposit.

6. If a party fails to pay in whole or in part the fee deposits and/or expenses:
 - a) The Tribunal shall halt its work, and the President shall put the administration of arbitral proceedings by APIAC on full or partial suspension;
 - b) After consulting with the Tribunal (if constituted) and notifying the parties, APIAC may establish a deadline for the parties to pay.
7. APIAC shall reimburse the fee deposits (without any interest) in the proportions that the parties may agree upon, or in the absence of an agreement, in the same proportions as the deposits were made. In order to process the refund, APIAC will ask for the appropriate information from a party or parties, including any proof of authorization, and will not be responsible for any resulting loss or damage.

Article 44 - Decisions of the President, the Committee, the Secretariat and APIAC

1. The decisions of the President, the Committee, the Secretariat and APIAC with regard to all matters relevant to an arbitration shall be final and binding upon the parties and the Tribunal, unless otherwise specified in these Rules. The President, the Committee, the Secretariat and APIAC shall not be compelled to submit explanations for such determinations. Unless otherwise agreed by the parties, the parties, arbitral secretary, the Tribunal, witnesses, and other staff of APIAC must maintain confidentiality regarding all matters related to the arbitration proceedings and the award. The deliberations and consultations of the Tribunal on the case are confidential.
2. The parties hereby waive any form of appeal or review before the courts of any country or other competent authority with respect to decisions taken by the President, the Committee, the

Secretariat and APIAC.

Article 45 - Disclaimer and Release

The Tribunal, any tribunal-appointed persons, arbitrators, the Committee and its members, APIAC and its employees shall not be liable for any negligence, act, or omission in relation to any arbitration handled by APIAC in line with these Rules.

Article 46 - Third Party Funding

1. When a party receiving third-party funding signs the funding agreement, the funded party shall submit sufficient copies of the written notice regarding third-party funding to the Secretariat. The Secretariat shall serve the information on third-party funding to the other parties and the Tribunal (if already appointed) as soon as practicable.
2. The written notice shall include the following:
 - a) The fact that a funding agreement has been entered into;
 - b) The name, address, contact number or e-mail of the third party funder.
3. Upon request by the other party and the Tribunal agrees, or if the Tribunal deems it necessary, the party receiving third-party funding may be required to disclose further relevant information.
4. If there are any changes to the information regarding third-party funding after the initial disclosure, the funded party shall submit sufficient copies of the updated information to the Secretariat. The Secretariat shall serve the information on third-party funding to the other parties and the Tribunal (if already appointed) as soon as practicable.
5. In deciding on the issue of costs when making an award, the Tribunal may consider any third-party funding arrangement, as well as whether the parties have complied with the Rules.

Schedule 1 The APIAC Processing Fee Schedule

(Amounts in this Schedule of Fees are in Singapore dollars)

The APIAC Processing Fees include Registration Fees and Administrative Fees.

A. APIAC Case Registration Fee

The registration fee of S\$1,200 applies to all arbitrations administered by the APIAC, payable separately for claims and counterclaims.

B. APIAC Administration Fee

Total amount in dispute (S\$)	Management fee (S\$)
≤50,000	5,000
50,001 to 100,000	5,000+5.0% x (Total amount in dispute - 50,000)
100,001 to 500,000	7,500+4.8% x (Total amount in dispute - 100,000)
500,001 to 1,000,000	26,700+4.5% x (Total amount in dispute - 500,000)
1,000,001 to 2,000,000	49,200+4.0% x (Total amount in dispute - 1,000,000)
2,000,001 to 6,000,000	89,200+3.8% x (Total amount in dispute - 2,000,000)
6,000,001 to 10,000,000	1,229,200+3.5% x (Total amount in dispute - 5,000,000)
10,000,001 to 50,000,000	2,429,200+3.0% x (Total amount in dispute - 10,000,000)
50,000,001 to 80,000,000	3,629,200+2.8% x (Total amount in dispute - 50,000,000)
80,000,001 to 100,000,000	12,029,200+2.5% x (Total amount in dispute - 80,000,000)
≥100,000,000	Total amount in dispute x 2.0%

Schedule 2 Remuneration of Arbitrators (Predicated on Hourly Tariffs)

The terminology "Remuneration of Arbitrators" refer to the remuneration (calculated at an hourly rate) for the reasonable work performed in the arbitration, including but not limited to travel expenses, accommodation fees, taxes, and other related costs.

All concerned parties hold the prerogative to modulate the hourly tariff in correspondence with the complexity of the case and the specific expertise solicited of the arbitrator during appointment, nonetheless, the lowest permissible pecuniary limit should not be less than 600 units of Singaporean currency per hour.

Prior to achieving validation or denomination by APIAC, it is prerequisite for an arbitrator to acquiesce to the hourly remuneration guidelines agreed upon by involved parties. Consequent upon unambiguous agreement from said parties, it is permissible to adopt a higher hourly tariff.

Schedule 3 Remuneration of Arbitrators (Predicated on amount in dispute)

(Amounts in this Schedule of Fees are in Singapore dollars)

Total amount in dispute (S\$)	Tribunal's remuneration (S\$)
$\leq 50,000$	3,000
50,001 to 100,000	$3,000 + 10\% \times (\text{Total amount in dispute} - 50,000)$
100,001 to 500,000	$5,000 + 4.500\% \times (\text{Total amount in dispute} - 100,000)$
500,001 to 1,000,000	$15,000 + 4\% \times (\text{Total amount in dispute} - 500,000)$
1,000,001 to 2,000,000	$20,000 + 2\% \times (\text{Total amount in dispute} - 1,000,000)$
2,000,001 to 6,000,000	$35,000 + 1\% \times (\text{Total amount in dispute} - 2,000,000)$
6,000,001 to 10,000,000	$45,000 + 0.5\% \times (\text{Total amount in dispute} - 5,000,000)$
10,000,001 to 50,000,000	$55,000 + 0.25\% \times (\text{Total amount in dispute} - 10,000,000)$
50,000,001 to 80,000,000	$85,000 + 0.1\% \times (\text{Total amount in dispute} - 50,000,000)$
80,000,001 to 100,000,000	$150,000 + 0.05\% \times (\text{Total amount in dispute} - 80,000,000)$
100,000,001 to 500,000,000	$220,000 + 0.04\% \times (\text{Total amount in dispute} - 100,000,000)$
$\geq 500,000,000$	$280,000 + 0.03\% \times (\text{Total amount in dispute} - 500,000,000), \leq 750,000$

Schedule 4 Model Arbitration Clauses

Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity or termination thereof, shall be referred to and finally resolved by ____ [APIAC (Singapore)/APIAC Canada Arbitration Center/APIAC(Malaysia)/APIAC(Indonesia)/APIAC Hong Kong Arbitration Center] in accordance with the Arbitration Rules of the selected APIAC center in force when the Statement of Claim is submitted. The seat of arbitration shall be _____. The language of the arbitration shall be _____. The number of arbitrators shall be _____ [one or three]. The law applicable to the arbitration shall be _____. The arbitration award shall be final and binding on both parties.