

/Translation from the Lithuanian language/

APPROVED:
by Decision of General Meeting
of members of the Lithuanian
Court of Arbitration
on June 1st, 2017
(Minutes No.1)

RULES OF ARBITRATION PROCEDURE OF LITHUANIAN COURT OF ARBITRATION

SECTION I GENERAL PROVISIONS

Article 1. Legal nature and scope of application of the Rules of Arbitration Procedure of the Lithuanian Court of Arbitration

1. The Rules of Procedure for Arbitration of the Lithuanian Court of Arbitration (hereinafter referred to as the Rules), by its content and legal form complying with the regulations of arbitral procedure defined in the Law on Commercial Arbitration of the Republic of Lithuania, has been prepared and approved by the permanent arbitration authority Lithuanian Court of Arbitration, based on provisions of the Law on Commercial Arbitration of the Republic of Lithuanian (hereinafter referred to as the Law) and the Statute of the Lithuanian Court of Arbitration (hereinafter referred to as the Statute). The Rules shall be applicable to the examining and settling of disputes by arbitration arranged and administered by Lithuanian Court of Arbitration, and where the parties agree in writing in other cases.
2. According to the present Rules, disputes arising from both contractual and non-contractual legal relations shall be heard and settled with the exception of disputes that cannot be assigned to settle by arbitration according to the legislation.
3. The Rules shall be applied for dispute resolution by both national and international arbitration, if the parties agreed in writing to submit the dispute for organisation and managing to the Lithuanian Court of Arbitration or the dispute by the parties' written agreement shall be resolve by arbitration following the present Rules.
4. Where hearing of a dispute is arranged and administered by Lithuanian Court of Arbitration the parties to a dispute by written agreement may depart from certain provisions of the Rules, with the exception of provisions on arbitration fees to the extent compatible with the imperatives of the legislation governing the arbitration proceedings.
5. The present Rules shall be deemed a part of an arbitration agreement and applied to the extent compatible with the imperatives of the legislation governing the arbitration procedure.

6. When the parties agree to solve the dispute following the Rules, it shall be deemed that the solution of the dispute is administered by Lithuanian Court of Arbitration.

7. Issues relating to the arbitration procedure which are not regulated or not sufficiently regulated by the applicable arbitration law, the Rules, or the arbitration agreement shall be resolved by the Arbitral Tribunal or the Chairperson of Lithuanian Court of Arbitration, where the Tribunal has not yet been formed, in accordance with the principles of justice, reasonableness, good faith and other general principles of law. The Rules shall be interpreted to ensure the maximum compliance of the arbitration procedure taking place according to this Rules with the arbitration principles.

8. The official language of Lithuanian Court of Arbitration shall be the Lithuanian language. In the events mentioned in Part 4 of Article 17, documents can be presented in the English or Russian languages.

Article 2. Definitions

1. The definitions used in the present Rules conform to the definitions used in the Law.

2. Commercial Arbitration means a mode of resolving a commercial dispute where natural persons or legal entities agree to refer or undertake to refer their dispute not to the court, but to the arbitrator (arbitrators) appointed by their agreement or according to the procedure established by this Rules who make the arbitral award which is binding upon the parties to the dispute.

3. Lithuanian Court of Arbitration means the permanent arbitration institution, i.e. public legal entity permanently organising and administering arbitration.

4. Chairperson of Lithuanian Court of Arbitration means natural person, appointed in accordance with the procedure set out in the Statute and responsible for managing and administering the activity of Lithuanian Court of Arbitration as well as perform other functions assigned to him by the Law and the present Rules.

5. Arbitral Tribunal means the arbitrator or panel of arbitrators, handling the arbitration case.

6. Arbitrator means a natural person proposed by a party to a dispute or by an agreement of the parties of a dispute or in the manner prescribed by the Rules and appointed by a ruling of the chairperson of Lithuanian Court of Arbitration to resolve a dispute.

7. Arbitral examination means commercial arbitration procedure from the assignment of a dispute to arbitration until the effective day of the arbitral award or ruling closing the case without making an award on its merits.

8. Dispute means any controversy between the parties over issues of fact and (or) law arising out of contractual or non-contractual legal relationships.

Article 3. Principles of Arbitration Procedure

1. The Arbitral Tribunal, Lithuanian Court of Arbitration and Chairperson thereof shall be independent while resolving the issues regulated in the present Rules.
2. Courts may not interfere with the activity of the Arbitral Tribunal, Lithuanian Court of Arbitration and chairperson thereof, except for cases stipulated in the arbitration legislation.
3. Arbitration procedure shall be confidential.
4. Parties to arbitration shall enjoy equal procedural rights.
5. The parties to arbitration shall have the right to dispose of their rights freely.
6. The arbitration procedure shall take place in compliance with the principle of autonomy of the parties, adversarial principle, and principles of economy, cooperation and expedition.
7. Dispute resolution by arbitration following the present Rules shall be based on promptitude principle, i.e. Lithuanian Court of Arbitration, Arbitral Tribunal, parties to a dispute shall perform all actions related to resolution of the dispute as fast as possible.

Article 4. Forwarding of notifications and documents

1. Unless the parties have agreed otherwise, it shall be deemed that any written notification has been received within 5 days (or 8 days if sent outside the Republic of Lithuania) after its dispatching by registered mail to the addressee's office, place of residence or to the postal address indicated by the party to Lithuanian Court of Arbitration. In the event postal services provider documents (public or disclosed on request) show earlier date of delivery it shall be considered that the written notice is served on the day indicated by the postal documents.
2. Primary arbitration notice of Lithuanian Court of Arbitration or request for simplified arbitration shall be sent by registered mail and shall be deemed received on the day when provider of postal services records the fact of service to the addressee in its documents (publicly accessible or disclosed on demand). Within 14 calendar days from dispatching the documents, if postal provider fails to service the primary arbitration notice or request for simplified arbitration to the respondent, Lithuanian Court of Arbitration shall request the claimant to provide another address of the respondent and (or) certificate on the domicile of the respondent issued by the authority handling the public register of addresses of the country where the respondent is registered. If the respondent is registered in Lithuania, the Lithuanian Court of Arbitration may independently apply to the authority handling the address register for the address of the respondent's domicile or residence. If the address provided by the claimant to Lithuanian Court of Arbitration within the deadline or the address of the respondent's domicile or residence provided by the institution handling the address register on the initiative of the Lithuanian Court of Arbitration does not match the address in the claim, the notice shall be sent repeatedly. The repeated notice sent to the address of the respondent's domicile or declared place of residence shall be deemed delivered on the date the fact of handling of the notification to the addressee is recorded in the documentation of the providers of postal services (publicly available or disclosed

on request) or after 14 days of the date of dispatch from the Lithuanian Court of Arbitration. For respondents that are legal persons, notices may be sent to the address of their director's residence. Costs of Lithuanian Court of Arbitration related to the refinement of addresses of the parties shall be included in the compensation costs and paid by the party whose initiative or interest has been met by applying to the institution managing the address register.

3. Statement, documents and other information transferred by electronic communications terminal equipment and which authenticity is proved by electronic signature shall be treated as written. Such notifications to the parties shall be sent to the e-mail addresses specified by Lithuanian Court of Arbitration; where not specified, to the e-mail address of a party indicated in the Register of Legal Entities or public registry of entities of foreign country. Statement, documents and other information which authenticity is proved by electronic signature shall be sent to Lithuanian Court of Arbitration by e-mail to the following address: procesniaidokumentai@arbitrazoteismas.lt . Messages sent this way shall be deemed received the next business day after they have been forwarded. Upon a written request from a party, documents that are not approved by electronic signature may also be received by e-mail.

4. All statements, documents or other information presented by one party to Lithuanian Court of Arbitration and Arbitral Tribunal shall be passed to the other party. Parties shall also be provided with all conclusions of experts or other documents of probative value, that Arbitral Tribunal may rely on while making an award.

5. Written communication between parties and Arbitral Tribunal during arbitral examination shall be executed through Lithuanian Court of Arbitration.

6. Along with original documents provided to the Lithuania Court of Arbitration and Arbitral Tribunal, the party shall submit a copy thereof proved by the chief executive officer, or his authorized representative (where a party is an individual – by its own) signature for forwarding to the other party. If the party fails to deposit a copy of the original documents for the other party, copying of documents and certification shall be arranged by the Lithuanian Court of Arbitration at fees, approved by the chairperson of the Lithuanian Court of Arbitration and related costs may be included in the compensation fee.

7. Where party (parties) are represented by representatives, Lithuanian Court of Arbitration shall forward all written statements related to the examination of the dispute to the representatives. In such a case, the documents shall not be forwarded to the parties directly, except for cases, when the parties provide written request to send documents directly to them. Then process documents shall not be sent to parties' representatives.

Article 5. Terms

1. When calculating the terms following the present Rules, the term shall be deemed started on the day following the day when the message, notification, invitation or proposal is received. If the last day of a procedural term coincides with a holiday or a non-business day established in the addressee's country, the period shall be extended until the end of the first business day that follows.

2. Where a time limit is set for any action, this action must be carried out before the end of the last day of the deadline. All written statements and notices for Lithuanian Court of Arbitration shall be deemed served only upon delivery to Lithuanian Court of Arbitration until the end of the last day of the deadline. The date of documents' handling to the provider of postal services shall not affect the calculation of the term.

3. Lithuanian Court of Arbitration or Arbitral Tribunal, when arbitral proceedings have already commenced, at any party request or on its own initiative may postpone the terms specified in the present Rules for certain actions of parties in the event, when it is inevitable due to objective circumstances in certain case. Parties' requests for extension of time limits shall be accepted and considered only if submitted by the deadline of the term requested for extension.

Article 6. Third party declaring individual claims in arbitral proceedings

1. The third parties, that declared individual claims with regard to the subject of the dispute, when they are bound by arbitral agreement, shall have the right to apply to the Arbitral Tribunal for permission to join the procedure.

2. The third parties, that declared individual claims, when they are bound by arbitral agreement, shall have all rights and obligations of the claimant.

3. Arbitral Tribunal shall rule upon third parties declaring individual claims joining the case.

Article 7. Third party not declaring individual claims in arbitral proceedings

1. The third parties, that have not declared individual claims with regard to the subject of the dispute, when they are bound by arbitral agreement, may join the procedure by initiative of the party. The party requesting to involve third parties not declaring individual claims shall provide Lithuanian Court of Arbitration with the names, residence or office addresses, telephone numbers, and electronic mail addresses thereof.

2. The third parties, that that have not declared individual claims, when they are bound by arbitral agreement, shall have all rights and obligations of the procedural party except for the right to amend ground and subject of the claim, increase or decrease amount of claim, withdraw the claim, plead no defence or conclude amicable settlement agreement.

3. The third parties, that have not declared individual claims with regard to the subject of the dispute, when they are not bound by arbitral agreement, may be involved in the procedure by initiative of the party and upon their consent.

4. Arbitral Tribunal shall rule upon third parties that have not declared individual claims joining the case.

Article 8. Representation in arbitration

1. The parties may plead the case themselves or through representatives.

2. Where a party to a dispute is legal entity, it shall be represented by its head or persons referred to in paragraph 3 herein.

3. A party in arbitration may be represented by the following persons:
 - 1) Attorneys and their assistants;
 - 2) Other persons authorized by the party.
4. The party, having designated its representative shall provide Lithuanian Court of Arbitration and Arbitral Tribunal, where it is already formed, a written information regarding its representative's full name and address, telephone and fax numbers as well as e-mail address.
5. Entity's chief executive officer or representatives mentioned in Part 3 herein are bound to prove his power-of-attorney to Lithuanian Court of Arbitration by presenting documents provided for in the legislation (copies of contract for provision of legal services, articles of association, documents appointing the CEO of the legal entity etc.).
6. Unless parties agree in written otherwise, where a party changes representative thereof during arbitration proceedings, examination of the case shall be proceeded.

II SECTION

ARBITRATION AGREEMENT

Article 9. Arbitration Agreement Form

1. An arbitration agreement may be in the form of an arbitration clause in a contract or in the form of a separate contract concluded by the parties.
2. The arbitration agreement shall be concluded in writing and shall be considered to be valid if:
 - 1) concluded as a joint document signed by the parties; or
 - 2) concluded in an exchange by the parties of letters (which may be sent by electronic communications terminal equipment, provided that the integrity and authenticity of the information being transmitted is ensured) or other documents recording the fact of conclusion of such agreement; or
 - 3) concluded through electronic communications terminal equipment, provided that the integrity and authenticity of the information being transmitted is ensured and the information contained therein can be accessed for further use; or
 - 4) the parties exchange a claim and defence where one of the parties asserts, while the other party does not deny, that they have concluded the arbitration agreement; or
 - 5) there is other evidence to the effect that the parties have concluded or recognise the arbitration agreement.

3. The reference in a contract concluded by the parties to a document containing an arbitration clause shall constitute an arbitration agreement, provided that the contract or the document meets the requirements of form established in paragraph 2 of this article.

Article 10. Arbitration clause

1. Parties negotiating upon dispute resolution following the procedure specified in the present Rules when an examination of a dispute is conveyed to organise and administer to the Lithuanian Court of Arbitration, may use the following model or similar contents arbitration clause:

„Any dispute, controversy or claim arising out of or relating to this contract, its breach, termination or validity, shall be finally settled by arbitration in the Lithuanian Court of Arbitration (enterprise Rules 302473236) in accordance with its Rules (Code) of Procedure which shall be recognised as an integral part of arbitral agreement“.

2. Parties may also agree upon the number of arbitrators in Arbitral Tribunal, place of arbitral examination, language of arbitral examination and other matters referred to arbitral proceedings, to the extent compatible with the imperatives of the legislation. It is also recommended to indicate e-mail addresses to which all procedural documents would be sent to the parties if a dispute arises.

III SECTION

COSTS OF ARBITRATION

Article 11. General Provisions concerning costs of arbitration

1. All amounts due following the present Rules shall be paid to the bank account of the Lithuanian Court of Arbitration. All amounts due following the present Rules shall be deemed properly paid when they have been credited to the bank account of the Lithuanian Court of Arbitration.

2. Unless parties agree otherwise, the Lithuanian Court of Arbitration may upon request of one party authorise another party guilty for unduly delay of arbitration process (include, but not limited to the evasion of documents' acceptance) to cover costs appeared due to such delay.

Article 12. Costs of Arbitration

1. Arbitration costs shall include:

1) registration fee;

2) administration fee;

3) Lithuanian Court of Arbitration and Arbitral Tribunal costs (compensation fee).

Article 13. Payment of costs of arbitration

1. The Claimant, upon the submission of his claim to the Lithuanian Court of Arbitration, shall pay a non-refundable registration fee specified in Annex 1 hereto, which is intended to cover expenses related to preparational actions for arbitral examination, and administration fee calculated depending on the amount in dispute and number of hearing arbitrators following provisions of Annex 1 hereto. The Lithuanian Court of Arbitration shall take next steps of arbitral proceedings exceptionally after the claimant properly pays all fees named herein.

2. Provisions of paragraph 1 hereof shall also be applied *mutatis mutandis* to the counterclaim.

3. Costs of the Lithuanian Court of Arbitration and the Arbitral Tribunal (compensation fee), including among other things services of express international delivery (when other party is registered in foreign country), travel expenses of the arbitrator, costs associated with the services of an interpreter, expert fees, costs associated with the invitation of the witness to the Tribunal sitting, recording the sitting, copying and proving documents etc. shall be covered by the party that appointed an arbitrator (arbitrators) or at the request of which the costs incurred, in advance and no later than 5 business days from the receipt of amounts. Amount of the costs of the Lithuanian Court of Arbitration and the Arbitral Tribunal shall be determined by the chairperson of the Lithuanian Court of Arbitration, having regard to the particular circumstances of the case and the parties' requests (Place of Arbitration, the language, the need to call witnesses, experts, and others). The chairperson of the Lithuanian Court of Arbitration shall immediately notify the parties of its decision on the pre-paid costs of the Lithuanian Court of Arbitration and the Arbitral Tribunal. Where the aforementioned costs are actually less than the amount paid, the difference shall be returned to the paying party or parties not later than 30 days after the arbitral award. The difference less than or the same as the bank transfer fee shall not be refundable.

4. Should one of the parties fail to pay its part of arbitration fee or costs, the other party may pay it.

5. Upon a reasoned request, the Chairperson of the Lithuanian Court of Arbitration may reduce the costs of the arbitration subject to payment and (or) delay the payment thereof.

Article 14. Consequences of failure to pay arbitration costs

1. The chairperson of the Lithuanian Court of Arbitration shall assign the case to the Arbitral Tribunal after the claimant properly pays the registration and administrations fees (except for the case when payment of the fees was postponed by the ruling of the chairperson of Lithuanian Court of Arbitration on the grounds of Part 5 of Article 13 of the Rules).

2. If the respondent within the period specified by the chairperson of the Lithuanian Court of Arbitration does not pay the proper registration and administration fees, the chairperson of the Arbitration Court of Lithuania has the right to issue a ruling to refuse the assignment of the claim to the Arbitration Court.

3. If the parties within 5 business days from the date of the direction of the chairperson of the Lithuanian Court of Arbitration have not paid the compensation fee, the Arbitral Tribunal may

decide to refuse to examine the claim (counter-claim). Following the ruling to leave the claim unexamined on the grounds set out herein, the arbitration fees that parties had previously paid shall not be returned.

4. If the claimant submits a reasoned request and if the chairperson of Lithuanian Court of Arbitration has decided to meet it, the chairperson of Lithuanian Court of Arbitration by the ruling may postpone the payment of arbitration fees.

Article 15. Recalculation of arbitration costs

In case at any stage of the arbitration process, amount of claim or arbitration costs increase, the party which has increased the claim or caused additional costs, shall be obliged to pay additional amounts by the due date as directed by the Chairperson of the Lithuanian Court of Arbitration.

Article 16. Return and award of arbitration costs

1. Administration fee or a part thereof by the ruling of the chairperson of Lithuanian Court of Arbitration can be returned to the party that paid it in the following order:

1) 100 percent of the amount paid where the claimant refuses the claim or withdraws it before the arbitration notice is sent to the respondent;

2) 75 percent of the amount paid where the claimant refuses the claim or withdraws it prior to the formation of the Arbitral Tribunal;

3) 20 to 40 percent of the amount paid when arbitration is cancelled on the grounds of Part 2 of Article 63 hereof;

4) 20 to 40 percent of the amount paid when the claim is left unexamined on the grounds of Part 4 of Article 63 hereof.

2. In cases identified in paragraphs 3 and 4 of part 1 hereof the exact amount subject to return shall be set by the ruling of chairperson of Lithuanian Court of Arbitration taking into account the stage of the arbitration process, at which the claim was refused or withdrawn, procedural actions implemented by Lithuanian Court of Arbitration and Arbitral Tribunal and other criteria, affecting the actual use of arbitration administration fee.

3. Where in the manner prescribed by these Rules after the award on the merits, the termination of the arbitral proceedings or reject the claim remains unused amounts of the compensation fee paid by the parties to Lithuanian Court of Arbitration, the balance shall be repaid to the party or parties that have paid the fee.

4. Unless parties agree otherwise, the party in whose favour the award was made shall be awarded the costs of arbitration from the other party. In the case of partial satisfaction of the claim, the costs of arbitration shall be allocated among the parties in proportion to the satisfied and rejected claims. Where the case is finished by the amicable settlement agreement, the costs of arbitration shall be allocated in proportion to the satisfied and rejected claims unless the

parties specify otherwise in the settlement agreement. The Arbitral Tribunal shall take the decision on the allocation of the amount of the arbitration fee.

5. Arbitration fee is not subject to the return in the following cases:

- 1) if the case has been solved according to the simplified procedure;
- 2) if the award of the Arbitral Tribunal has been annulled by the Court of Appeal of Lithuania or the Supreme Court of Lithuania;
- 3) if the ruling to leave the claim unexamined under Article 14 (3) of the Regulation has been adopted.

6. Provisions of the present Article *mutatis mutandis* apply to a counterclaim.

IV SECTION PREPARATIONAL ACTIONS OF ARBITRATION

Article 17. Filing of Claim

1. A party initiates an arbitration procedure by filing a claim to the Lithuanian Court of Arbitration and paying the registration and administration fees. The date of claim registration in the Lithuanian Court of Arbitration shall be deemed a day of the beginning of arbitration proceedings.

2. The claim shall include the following:

- 1) full names of the parties, enterprise numbers or personal codes, contact details (addresses, telephone, fax numbers, e-mail addresses);
- 2) the amount of the claim;
- 3) circumstances justifying the claim (factual grounds of the claim);
- 3) The evidence proving the specified circumstances;
- 4) The Claimant's claims (subject of the claim);
- 6) the references to the arbitral agreement and the contract subject to the dispute;
- 7) proposed number of arbitrators, place and language of arbitration (unless specified in the arbitration agreement), candidate (candidates) the claimant recommend to appoint and their address, telephone, fax and e-mail. The claimant has the right to specify that the chairperson of the Lithuanian Court of Arbitration at its discretion shall appoint an arbitrator (arbitrators) from their side, in such a case a corresponding arbitrator shall be chosen from the list of recommended arbitrators.

8) where the claimant conducts the case through a representative, full name, address, telephone and fax numbers and e-mail address of the representative shall be indicated.

3. The claim shall be accompanied by the following documents:

1) the arbitration agreement and (or) the contract regulating relations subject to the dispute, or properly approved copies thereof;

2) all documents and other written evidence justifying the claim;

3) a written consent of the candidate (candidates) to the arbitrator to arbitrate the certain case (to be provided in cases, when proposed candidate arbitrator (arbitrators) is not included in the list of recommended arbitrators of Lithuanian Court of Arbitration);

4) an evidence showing the payment of registration and administration fees.

4. Official languages of Lithuanian Court of Arbitration are Lithuanian, English and Russian. The claim and accompanying documents as well as all other documents related to the procedure shall be presented to the Lithuanian Court of Arbitration in the language chosen for the procedure. Unless the parties agreed upon the language of the process in arbitration clause or by separate agreement, the claim shall be filed in the official language of Lithuanian Court of Arbitration in which the disputed contract had been concluded. In the event the disputed contract is concluded in other than official languages of Lithuanian Court of Arbitration, the claim shall be filed in one of the official languages of Lithuanian Court of Arbitration; however ability of the respondent to understand the language shall be evaluated. Where the parties bilaterally wish to carry on the arbitration process in other than English, Russian or Lithuanian language, the matter shall be solved by chairperson of Lithuanian Court of Arbitration or Arbitral Tribunal (where such request is received after the Tribunal was formed), taking into account an ability to ensure the smooth proceedings in the chosen language. Appendices to the claim (and other procedural documents provided by the parties to the Arbitral Tribunal) can be filed to Lithuanian Court of Arbitration in one of the official languages of Lithuanian Court of Arbitration, which does not necessarily coincide with the language of the claim.

5. The Arbitral Tribunal shall have the right, in accordance with the principles of promptitude and effectiveness, decide on the translation of documents into the principal language of the process or other working language. In this case, the translation of documents shall be organized by the Lithuanian Court of Arbitration. Costs for translation of documents shall be included in the compensation fee and must be paid by the party submitting the document subject to translation.

6. In the event the claim does not satisfy to the requirements specified in paragraphs 1, 2 and 6 of Part 2 and paragraphs 1, 3 and 4 of Part 3 herein and (or) the registration and (or) the administration fees are not paid or paid improperly, the chairperson of the Lithuanian Court of Arbitration shall set a reasonable time to address deficiencies.

7. Should the deficiencies related to paragraphs 1,2 and 6 of part 2 and paragraphs 1, 3 and 4 of part 3 herein be not addressed within the specified term, the Chairperson of the Lithuanian Court of Arbitration may issue a ruling not to assign the case to the Arbitral Tribunal.

Article 18. Arbitration notice

1. After the Lithuanian Court of Arbitration receives the claim conforming to the requirements of items 1, 2, 6 of paragraph 2 and items 1, 3 and 4 of paragraph 3 of Article 17 hereof pursuant to the procedure specified in the present Rules, the chairperson of the Lithuanian Court of Arbitration or another employee of the Lithuanian Arbitration Court on behalf of the chairperson shall forward the arbitration notice and the ruling of the chairperson of the Lithuanian Court of Arbitration on the initiation of the arbitration procedure to the respondent, specifying the term for the respondent to notify the Lithuanian Court of Arbitration about the acceptability of the claimant's proposed candidate to arbitrator (where the parties have agreed in advance that the case should be examined by a sole arbitrator) or to propose a candidate to arbitrator (arbitrators) (where the parties have agreed in advance that the case should be examined by three and more arbitrators).

2. Where the respondent disagrees with the arbitrator candidate from the claimant's side (if the parties have agreed in written to solve the case by the sole arbitrator or the respondent does not object the claimant's proposal in the claim to solve the dispute by the sole arbitrator), together with the reply to the arbitration notice from the Lithuanian Court of Arbitration the respondent shall submit the written consent of the arbitrator from his side to be the arbitrator in certain case. The written consent is not needed when proposed candidate is included in the list of recommended arbitrators of Lithuanian Court of Arbitration. The respondent shall have the right to specify that the arbitrator from his side shall be appointed by the chairperson of the Lithuanian Court of Arbitration at his own discretion out of the list of recommended arbitrators.

3. Where the parties have agreed in written the dispute to be solved by three arbitrators or the respondent does not object the claimant's proposal in the claim to solve the dispute by three arbitrators, together with the reply to the arbitration notice from the Lithuanian Court of Arbitration the respondent shall submit the written consent of the arbitrator from his side to be the arbitrator in certain case. The written consent is not needed when proposed candidate is included in the list of recommended arbitrators of Lithuanian Court of Arbitration. The respondent shall have the right to specify that the arbitrator from his side shall be appointed by the chairperson of the Lithuanian Court of Arbitration at his own discretion, in such a case a corresponding arbitrator shall be chosen out of the list of recommended arbitrators.

V SECTION COMPOSITION OF THE ARBITRAL TRIBUNAL

Article 19. Number of arbitrators

The parties may at their discretion determine the number of arbitrators in writing. The number of arbitrators shall be uneven. An arbitral award made by an Arbitral Tribunal consisting of an even number of arbitrators shall not render such an award invalid. Failing such determination, one arbitrator shall be appointed.

Article 20. Procedural provisions of appointment of arbitrators

1. Before being appointed by the chairperson of the Lithuanian Court of Arbitration the candidate (candidates) to arbitrator proposed by the parties shall submit to the chairperson of the Lithuanian Court of Arbitration or another employee appointed by the chairperson a written consent to act as arbitrator in the particular case and sign statements of impartiality and independence in the case. After the appointment of the arbitrator (arbitrators), the Lithuanian Court of Arbitration and the appointed arbitrator shall sign the agreement for the provision of arbitration services and the arbitration file shall be transferred to the arbitrator (arbitrators).

2. When the chairperson of the Lithuanian Court of Arbitration appoints arbitrators where the parties agreed in writing to assign the dispute to the panel of three arbitrators, the arbitrators shall elect a chairperson of the Arbitral Tribunal within 3 business days and send a written notification to the Lithuanian Court of Arbitration. Should the arbitrators fail to elect the chairperson of Arbitral Tribunal within the mentioned period, the chairperson of the Lithuanian Court of Arbitration shall appoint the chairperson for the Arbitral Tribunal at his own discretion.

3. The Arbitrator (arbitrators) to examine the arbitration case shall be appointed by the chairperson of Lithuanian Court of Arbitration on the basis of an agreement between the parties or in the cases set out in this Regulation on its own initiative by a ruling with arbitrator's (arbitrators') consent

4. If the candidate (candidates) arbitrator chosen on the basis of the agreement of the parties does not agree to examine the case, Lithuanian Court of Arbitration shall inform the parties about that and set a deadline for reconciliation of another candidate.

Article 21. Appointment of arbitrators

1. The parties may agree regarding the procedure for appointment of an arbitrator or arbitrators in compliance with the requirements of paragraphs 5 and 6 of this article.

2. Any legally capable natural person may be appointed an arbitrator, unless the parties agree otherwise.

3. Unless the parties agree otherwise, then:

1) where the Arbitral Tribunal is to consist of three arbitrators, each of the parties shall propose one candidate arbitrator, when they are appointed these two arbitrators shall propose the third arbitrator – the chairperson of the Arbitral Tribunal;

2) where the Arbitral Tribunal is to consist of one arbitrator and within 10 days the parties cannot agree regarding the candidate, the chairperson of Lithuanian Court of Arbitration shall appoint an arbitrator from the list of recommended arbitrators at the request of any of the parties or at his own initiative;

3) where the Arbitral Tribunal is to consist of three arbitrators and the claimant stating its claim fails to propose an arbitrator within 10 days following the day of stating the claim, the

chairperson of the permanent arbitral institution shall appoint an arbitrator within 10 days following the expiration of the term for the claimant to appoint an arbitrator;

4) where the Arbitral Tribunal is to consist of three arbitrators and the respondent fails to propose an arbitrator within 10 days following the day of receipt of the claim, the chairperson of the permanent arbitral institution shall appoint an arbitrator within 10 days following the expiration of the term for the respondent to appoint an arbitrator;

5) where the arbitrators proposed by the parties and appointed by the chairperson of Lithuanian Court of Arbitration fail to agree on the appointment of the third arbitrator within 10 days following their appointment, the chairperson of the permanent arbitral institution shall appoint this arbitrator within 10 days following the expiration of the term for the arbitrators to appoint the third arbitrator.

4. If upon agreement by the parties regarding the procedure for appointment of arbitrators, one of the parties fails to comply with this agreement, the Arbitral Tribunal shall be composed according to the procedure established in paragraph 3 of this article.

5. Where two or more claimants are involved in arbitration (procedural cooperation), while submitting their claim to the Arbitral Tribunal co-claimants shall present a written agreement regarding appointment of a joint arbitrator. If while submitting their claim the co-claimants have failed to present a written agreement regarding appointment of a joint arbitrator to the Arbitral Tribunal, the co-claimants shall present such agreement to the Arbitral Tribunal within 10 days following the day of submitting the claim to the Arbitral Tribunal. Should the co-claimants fail to appoint an arbitrator within this term, the chairperson of Lithuanian Court of Arbitration shall appoint an arbitrator out of the list of recommended arbitrators within 10 days following the expiration of the above term.

6. Where two or more respondents are involved in arbitration (procedural cooperation), the co-respondents shall present a written agreement regarding appointment of a joint arbitrator. The written agreement shall be presented to the Arbitral Tribunal within 20 days following the day of receipt of a request of the claimant or the co-claimants to appoint an arbitrator. Should the co-respondents fail to appoint an arbitrator within this term, the chairperson of Lithuanian Court of Arbitration shall appoint an arbitrator out of the list of recommended arbitrators within 20 days following the expiration of the above term.

7. While proposing and appointing an arbitrator (arbitrators), the parties and the chairperson of Lithuanian Court of Arbitration shall take into consideration the essence of the dispute, the requirements for the arbitrator as agreed by the parties, as well as the circumstances ensuring the independence and impartiality of the arbitrator (arbitrators).

8. The party proposing an arbitrator candidate shall notify the Lithuanian Court of Arbitration thereabout indicating the candidate's name in full, address, telephone and fax numbers, e-mail and citizenship. The chairperson of the Lithuanian Court of Arbitration having appointed the arbitrator shall immediately notify the parties thereabout indicating the arbitrator's name in full and qualifications where requirements for the arbitrator's qualification were set in the arbitration clause.

9. The Lithuanian Court of Arbitration in cases stipulated in items 2, 3, 4 and of paragraph 3 hereof shall appoint an arbitrator as fast as possible.

10. Decisions made by the chairperson of Lithuanian Court of Arbitration, falling within his competence in the cases stipulated in this article, shall be final and not subject to appeal.

11. In cases where a party provides the Lithuanian Court of Arbitration with candidates to arbitrator (arbitrators) that are not included in the list of recommended arbitrators, along with the information about the candidate (candidates) offered, the written consent of a person willing to act as an arbitrator shall be required.

Article 22. Commencement of Arbitral Tribunal functioning

1. The Arbitral Tribunal shall be deemed composed when all arbitrators specified in parties' agreement are appointed by the ruling of the chairperson of the Lithuanian Court of Arbitration.

2. After the ruling concerning the composition of the Arbitral Tribunal has been taken, the chairperson of the Lithuanian Court of Arbitration shall immediately assign the claim filed by the claimant together with documents submitted by the respondent as well as other materials of the case to the composed Arbitral Tribunal.

3. Having received the case file the Arbitral Tribunal by its ruling where needed shall set a term for correction of deficiencies in the claim or solve the matters upon admissibility of the claim as well as perform further examination of the case.

4. In the event the claimant fails to remove deficiencies identified in the statement of claim within the term set by the Arbitral Tribunal, the latter shall make a ruling to refuse to accept the claim, which does not prevent the claimant to refile the claim.

Article 23. Assurance of arbitrator's impartiality and independence

1. The person appointed an arbitrator shall be impartial and independent as well as not to represent the party that proposed him.

2. Every arbitrator appointed following the order set in the present Rules prior to examination of the case shall sign declaration on the impartiality and independence of the particular case.

3. Where a person is approached by the Lithuanian Court of Arbitration in connection with his possible appointment as an arbitrator, within 5 days he shall disclose to the Lithuanian Court of Arbitration any circumstances likely to give rise to justifiable doubts as to his impartiality or independence. An arbitrator, from the time of his appointment and throughout the arbitral proceedings, shall without delay disclose any such circumstances unless did it before or where the circumstances appeared after his appointment or during arbitral proceedings. The Lithuanian Court of Arbitration shall immediately send a notification about circumstances likely to give rise to justifiable doubts as to arbitrator impartiality or independence received from the arbitrator to other parties.

Article 24. Grounds for arbitrator challenge

1. An arbitrator may be challenged only where there are the following reasonable doubts as to his independence or impartiality:

- 1) Arbitrator is associated by hierarchical relationships or otherwise dependent on one party;
- 2) is a relative to a party;
- 3) is directly or indirectly interested in case result in favour of one party;
- 4) there are other circumstances that rise reasonable doubts as to his impartiality.

2. An arbitrator may be also challenged when he has no qualification as agreed by the parties.

3. A party may notify the arbitrator proposed by it or together with the other party about the challenge only for circumstances of which the party becomes aware after the appointment has been made.

Article 25. Procedure for arbitrator challenge

1. Unless the parties agree in writing otherwise, a party intending to challenge the arbitrator shall notify the Arbitral Tribunal in writing on the reasons for challenging within 5 days after it has become aware of the composition of the Arbitral Tribunal or the circumstances indicated in Paragraphs 1 and 2 of Article 24 of hereof. Unless the arbitrator subject to challenge resigns from his office the remaining arbitrators of the Arbitral Tribunal shall solve the matter of challenging the arbitrator. If the Arbitral Tribunal consists of one arbitrator and he does not challenge himself or all arbitrators of the Arbitral Tribunal are challenged, or the remaining arbitrators do not rule upon challenging the arbitrator (arbitrators) within 5 days, the chairperson of Lithuanian Court of Arbitration shall decide on the issue of challenge of the arbitrator (arbitrators) by the ruling.

2. The chairperson of the Lithuanian Court of Arbitration or another employee of the Lithuanian Court of Arbitration on behalf of the chairperson shall forward the request for the challenge of the arbitrator to other parties and the Arbitral Tribunal and set a deadline for the submission of an opinion on the provided challenge. The chairperson of the Lithuanian Court of Arbitration shall take a decision on the arbitrator challenge by issuing a ruling that is final and not subject to appeal.

3. The issue of challenging the arbitrator shall be solved by the ruling of the challenging arbitrator or by the other arbitrators of the Arbitral Tribunal or by the chairperson of Lithuanian Court of Arbitration.

4. In the event there is an indication that the party is abusing her procedural rights granted and files more than 2 challenges to the same arbitrator in the same case, the chairperson of Lithuanian Court of Arbitration may make a ruling to refuse to accept the application for challenge.

Article 26. Termination of arbitrator's mandate

If an arbitrator becomes *de jure* or *de facto* unable to perform his functions or delays performing his functions without any valid reasons, he shall resign his office. The arbitrator's mandate shall terminate if he resigns or the parties agree on his removal from the office. If the arbitrator fails to perform his duty to resign or the parties fail to agree on his removal from office, any of the parties may apply to the chairperson of Lithuanian Court of Arbitration regarding resolution of the respective issue. In such case, the decision of the chairperson of Lithuanian Court of Arbitration shall be final and not subject to appeal.

2. Termination of the arbitrator's mandate shall not constitute recognition of any of the grounds stipulated in this article or Article 24.

Article 27. Substituting an arbitrator

1. Where the mandate of an arbitrator terminates according to Articles 23 or 24 hereof or the arbitrator resigns from office due to other reasons or the arbitrator's mandate terminates on other grounds, a substitute arbitrator shall be appointed according to the same procedure that was applicable to the appointment of the arbitrator whose mandate terminated. (Unless the parties agree in writing on the appointment of another arbitrator).

2. Upon appointment of a substitute arbitrator, unless the parties agree otherwise in the event the case is subject to hearing by one arbitrator, the latter shall decide upon necessity to rehear the case at his own discretion; if the case is heard by more than one arbitrator, the hearing shall proceed in each case.

VI SECTION

ARBITRAL EXAMINATIONS

Article 28. Commencement of arbitral proceedings

Unless the parties agree otherwise, the arbitral examination shall be deemed to have been commenced on the day on which Lithuanian Court of Arbitration passed the case materials to an Arbitral Tribunal.

Article 29. Statement of defence

1. After the commencement of the arbitral examination, Arbitral Tribunal, unless the parties agree otherwise, shall determine the term for the respondent to submit its statement of defence indicating the circumstances and evidences justifying his objection to the claim.

2. Statement of defence shall be forwarded to the Arbitral Tribunal through Lithuanian Court of Arbitration.

3. Statement of defence shall contain:

1) whether the respondent agree with the claim;

- 2) reasons for disagreement;
- 3) evidences, justifying reasons for disagreement;
- 4) when the respondent proceeds through a Representatives, name, surname, address, telephone, fax and e-mail of the claimant;
4. The statement of defence shall be accompanied by all documents and other written evidence justifying respondent's defence as well as include reference to other evidence.
5. The statement of defence and accompanying documents shall be submitted to the Arbitral Tribunal in the language of the arbitration process.
6. The Arbitral Tribunal shall have the right to refuse to admit the evidence and reasoning which could have been presented in the statement of defence and later presentation of which will delay the arbitral examination.
7. The maximum term to file statement of defence is 14 calendar days. The term may be extended on the reasoned request of the respondent by issuing the ruling of Arbitral Tribunal.
8. Where the respondent, without good reason, within the prescribed period, fails to submit the statement of defence, this does not preclude further examination of the case by arbitration. Failure to submit the statement of defence shall not be considered the claim recognition.

Article 30. Counterclaim

1. The Respondent may raise a counterclaim together with the statement of defence or instead thereof to be examined together with the claim. Later filing of counterclaim is possible only in the event the necessity of such counterclaim arose later or there if another party's consent, or the Arbitral Tribunal considers it will not delay the examination of the case.
2. Arbitral Tribunal shall admit a counterclaim provided that:
 - 1) counterclaim is intended to include the original claim;
 - 2) satisfaction of counterclaim will prevent satisfaction of the original claim in full or in part;
 - 3) counterclaim and the original claim are interconnected, joint examination will help faster and fairly examination of the dispute.
3. Provisions of the Rules regarding a Statement of claim *mutatis mutandis* apply to a Statement of Defence.

Article 31. Amendments to statements of claim and defence

1. Unless the Parties decide otherwise, during the course of the arbitral proceedings, a party may amend or supplement its statement of claim or defence, unless the Arbitral Tribunal considers it inappropriate to allow such amendment or supplement having regard to the delay in making it.

2. Should a party increase amount of claim or counterclaim, it shall pay additional arbitral fee calculated following the procedure specified herein.
3. Should the amount of claim or counterclaim decrease, the paid administration fee shall not be decreased.

Article 32. Pleas as to the jurisdiction of the Arbitral Tribunal

1. The Arbitral Tribunal shall have the power to 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, treaty, or other agreement shall be treated as an agreement independent of the other terms of the contract, treaty, or other agreement. A decision by the Arbitral Tribunal that the contract, treaty, or other agreement is null, void, or invalid shall not entail automatically the invalidity of the arbitration clause.
2. A plea that the Arbitral Tribunal does not have jurisdiction shall be raised no later than in the statement of defense. A party is not precluded from raising such a plea by the fact that it participated in the appointment of an arbitrator. A plea that the Arbitral 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 arbitral proceedings. The Arbitral Tribunal may, in either case, admit a later plea if it considers the delay justified.
3. The Arbitral Tribunal may rule on a plea referred to in paragraph 2 either as a preliminary question or in an award on the merits.

VII SECTION PROCEDURE OF ARBITRAL EXAMINATION

Article 33. General provisions of arbitral examination

1. The parties to the dispute shall have equal procedural rights in arbitration proceedings. Each of the parties shall be provided with equal possibilities to justify its claims or points of defence.
2. In compliance with the imperative provisions of the legislation, the parties to the dispute may agree on the procedure according to which their disputes will be examined in arbitration.
3. Failing such agreement of the parties regarding the procedure for examination of disputes, the Arbitral Tribunal may, in compliance with the provisions of this Rules and legislation, examine the dispute according to the procedure it deems appropriate.
4. Where Arbitral Tribunal is comprised of at least tree arbitrators the chairperson thereof may decide upon procedural matters of arbitral examination unless the parties agreed otherwise in writing.

Article 34. Place of arbitration

1. The parties may agree on the place of arbitral examination. Failing such agreement, the place of arbitral examination shall be established by the Arbitral Tribunal taking into consideration the circumstances of the case and convenience for the parties and Arbitral Tribunal.
2. The Arbitral Tribunal may, unless the parties agree otherwise, gather at any place they deem suitable for arbitrators' consultations where they can hear the witnesses, experts or parties, examine the documents, goods or other property.

Article 35. Language of arbitration

1. Unless the parties agree otherwise in writing, the language to be used during the arbitral examination shall be the language of the disputed contract if it is Lithuanian, English or Russian. Arbitral examination can be carried out in another language only by the ruling of Arbitral Tribunal or the chairperson of Lithuanian Court of Arbitration (where an Arbitral Tribunal is not yet formed), having ensured an ability of Lithuanian Court of Arbitration to administrate the smooth proceedings in the chosen language.
2. The arbitration language shall be used for submission to the Arbitral Tribunal and Lithuanian Court of Arbitration of all written documents of the parties, conducting the arbitral examination, drawing up of awards, rulings of the Arbitral Tribunal and the chairperson of Lithuanian Court of Arbitration or other documents adopted by the Arbitral Tribunal and Lithuanian Court of Arbitration, unless otherwise determined in the agreement of the parties or in the ruling of the Arbitral Tribunal.
3. The Arbitral Tribunal may determine other arbitration language at any time during the arbitral examination, unless it may result in infringement of the right to be heard of the parties.

Article 36. Form of arbitral proceedings

1. Unless the parties have agreed otherwise, disputes following the present Rules shall be examined in writing, i.e. according to the documents and other written evidences submitted by the parties, except for cases, when the Arbitral Tribunal taking into account circumstances of the case, decide or at least one party require to examine the case orally, and such requirement is expressed not later than the last day of the term for filing of the statement of defence. Later the request for the oral process can be satisfied at the discretion of the arbitral Tribunal.
2. When there is a decision to hear the case orally, the parties shall be notified on all hearings of the Arbitral Tribunal in advance, with reasonable notice of time required.
3. All evidence, documents or other information presented by a party to the Arbitral Tribunal shall be presented to the other party. Evidence, documents or other information received by the Arbitral Tribunal shall also be presented to the parties.

Article 37. Evidence

1. Unless the parties have agreed otherwise or otherwise required under the law applicable to the dispute, each of the parties shall prove the circumstances justifying its claims or points of defence.
2. When submitted evidence is not sufficient, at any time during the arbitral examination, the Arbitral Tribunal may request the parties to present documents or other evidence relating to the case being examined within the term indicated by the Arbitral Tribunal.
3. The Arbitral Tribunal shall have the right to establish the admissibility, sufficiency and relevance of any evidence to the case.
4. Arbitral Tribunal shall have the right to apply to the Vilnius District Court for assistance in obtaining evidence.
5. The Arbitral Tribunal shall have the right to refuse to admit the evidence which could have been presented earlier during the arbitral examination and the presentation of which will delay the arbitral examination.
6. Unless the parties agree otherwise, no evidence shall be binding on the Arbitral Tribunal.
7. Unless the parties agree on the rules of evidence applicable to the Arbitral examination, such rules shall be determined by the Arbitral Tribunal. Until determination of the rules of evidence applicable to the arbitral examination, gathering of evidence and distribution of the burden of proof shall be subject to the provisions of this Rules and the Law regulating arbitral procedure.
8. If a party fails to present evidence as requested by the Arbitral Tribunal, the Arbitral Tribunal may make an award based on the available evidence or in exceptional cases evaluate the fact of failure to present the evidence against the defaulting party.
9. The Arbitral Tribunal shall have the right to establish the admissibility of any evidence.

Article 38. Expert

1. The Arbitral Tribunal may upon request of a party (parties) appoint one or several experts to present findings on particular questions given by the Arbitral Tribunal.
2. Arbitral Tribunal may request a party to provide any information related to the case to the expert, present or make conditions for reviewing the documents, goods or other property pertaining to the case.
3. Unless the parties have agreed otherwise, and any party requests or the Arbitral Tribunal so decides, when examining the case by oral procedure, the expert must participate at the hearing and present his findings and answer the questions put to him by the parties or the Arbitral Tribunal.

4. Expert opinion shall not be mandatory to the Arbitral Tribunal and shall be evaluated according to the inner conviction of an arbitrator (arbitrators) based on comprehensive, detailed and objective investigation of the evidence in the case.

5. The expenses for the expert shall be included in the compensation fee. These expenses shall be paid by the party initiated appointing of the expert (experts).

Article 39. Witnesses

1. The parties shall have the right to request the Arbitral Tribunal to examine witnesses.

2. The Arbitral Tribunal shall determine the time, place and mode of examination of witnesses.

3. The party inviting witnesses shall notify the Arbitral Tribunal and the other party in writing about the witnesses' names in full, residence or work address, potentially known circumstances due to which the witness is invited to testify as well as the language to be used by the witnesses.

4. Where the case is proceeded orally the party inviting a witness shall not later than 15 days prior to the meeting notify the Arbitral Tribunal about its intention to call witnesses for questioning.

5. Witness statements may also be written and signed. Where the Arbitral Tribunal decides to hear witnesses in written, it shall apply to the witnesses and specify the term for answer the questions. In his written testimony, the witness must also submit a signed form of a declaration of fairness established by Lithuanian Court of Arbitration. In order to ensure the identity of the witness, the written testimony of the witness must be given in the face of the chairperson of Lithuanian Cour of Arbitration and confirmed thereby. Also, written testimony may be given before a notary and notarized. Written statements of witnesses residing in foreign countries shall be accepted if a witness signature is approved by an apostille in accordance with the Hague Convention Abolishing the Requirement of Legalisation for Foreign Public Documents of October 5, 1961.

6. If persons called as witnesses fail to appear or having appeared refuse to be witnesses, or fail to state in written within the set term, the Arbitral Tribunal may allow the party requesting examination of the witness to apply to Vilnius District Court within the term set by the Arbitral Tribunal requesting examination of the witnesses according to the procedure established in the Rules of Civil Procedure and this Rules. During examination of witnesses in court, the Arbitral Tribunal may stay or postpone the arbitral examination.

Article 40. Waiver of right to object

1. If a party to the dispute being aware of its infringed right proceeds with participation in the arbitral examination procedure and fails to express its dissent as to such infringement within a reasonable time, such party shall be deemed to have waived its right to objection.

2. The rule established in paragraph 1 of this article shall also be applied to claims regarding recognition of the arbitration agreement as invalid, its cancellation, and recognition and enforcement of the arbitral award.

Article 41. Party's failure to participate

Unless the parties have agreed otherwise, where a party fails to present a mandatory procedural document or does not take part in the arbitral hearing without a valid reason, the Arbitral Tribunal shall have the right to proceed with the arbitral examination and make an arbitral award based on the evidence available in the case or make rulings stipulated in paragraphs 2 and 4 of Article 63 hereof.

Article 42. Consolidation of arbitral cases

Arbitration cases may be consolidated upon agreement of the parties if they proceed between the same parties and are examined by the same Arbitral Tribunal.

Article 43. Arbitration hearings

1. In the event of an oral hearing, the Arbitral Tribunal shall give the parties adequate advance notice of the date, time and place thereof.
2. In the event the party properly informed about the date, time and place of the hearing of the Arbitral Tribunal fails to come to the hearing, the Arbitral Tribunal shall have the right to examine the case in the absence of the party.
3. The Arbitral Tribunal shall hear the case in camera. At the Arbitral Tribunal's discretion or upon request of a party the hearing may be attended by the persons related to the examination of the case (witnesses, experts, interpreters). Other persons shall be allowed to attend in the hearing only upon permission of the Arbitral Tribunal and parties.
4. Each hearing of the Arbitral Tribunal shall be audio recorded. At the request of any party the hearing may be minted. The requesting party shall cover the costs of minuting.

VIII SECTION

INTERIM MEASURES

Article 44. Interim measures

1. Unless the parties have agreed otherwise, upon request of any of the parties the Arbitral Tribunal, having notified the other parties, may by its ruling apply interim measures aimed at ensuring the fulfilment of the party's claims and preserving the evidence. Where deems appropriate the Arbitral Tribunal may inform other parties about the request to apply interim measures.
2. Interim measures may include the following:

- 1) prohibiting the party from participating in certain transactions or performing certain actions;
- 2) obligating the party to protect the property relating to the arbitral examination, provide a deposit, bank or insurance guarantee;
- 3) obligating the party to preserve the evidence that may be relevant and material to the resolution of the dispute.

3. A party requesting the Arbitral Tribunal to apply the interim measures indicated in paragraphs 1 and 2 hereof shall prove that:

- 1) its claims in action are likely justified; determination of such likelihood shall not entail the right of the Arbitral Tribunal to make another award or ruling subsequently during the arbitration examination;
- 2) failure to take these measures may render enforcement of the arbitral award considerably more difficult or impossible;
- 3) interim measures are economic and proportional to the goal to be achieved by such measures.

4. A party requesting the Arbitral Tribunal to apply the interim measures indicated in item 3 of paragraph 2 of this article shall prove that:

- 1) the evidence requested to be preserved may be relevant to the case;
- 2) there is a real threat that upon failure to undertake the interim measures the evidence requested to be preserved will be destroyed or damaged by the other party thus making them unusable during the arbitral examination.

5. The Arbitral Tribunal may obligate the party to notify immediately on any material change of circumstances that were taken as a basis for resolving the issue regarding application of interim measures.

6. Arbitral Tribunal as fast as possible shall provide the party subject to the ruling upon interim measures with possibility to be heard and examine objectives thereof against ruling on application of interim measures.

7. Interim measures shall be applied by the ruling of the Arbitral Tribunal or acting arbitrator, the ruling shall be valid until the arbitration award or ruling to leave the claim unexamined or to dismiss the case. Interim measures may be repealed by a separate ruling of the Arbitral Tribunal or acting arbitrator as well.

Article 45. Application of interim measures before commencement of arbitration proceedings

1. Unless the parties have agreed otherwise, interim measures may be applied before commencement of arbitration proceedings both after filing of the claim and before filing thereof.

2. The party shall submit the request to apply interim measures before commencement of arbitration proceedings (both after filing of the claim and before filing thereof) to the Lithuanian Court of Arbitration. Having received such request the chairperson of the Lithuanian Court of Arbitration shall within 3 office days appoint an acting arbitrator out of list of arbitrators recommended by the Lithuanian Court of Arbitration, that will solve the matter of interim measures. Appointed arbitrator within 3 business days shall rule upon the application of interim measures and notify the parties through the Lithuanian Court of Arbitration. The acting arbitrator shall execute functions of the Arbitral Tribunal until the Arbitral Tribunal is formed.

3. At the claimant's request, where the interim measures are applied before the claim, the claimant must submit the claim no later than 14 calendar days from the date of notification of the interim measures application is received. Upon failure to submit the claim, the Arbitral Tribunal by its ruling shall repeal the interim measures.

4. The request to apply interim measures before the commencement of arbitration shall contain the following information:

1) full names of the parties, enterprise codes or personal numbers, contact details (address, telephone, fax numbers, e-mail);

2) the subject of the claim;

3) substantial circumstances and evidence justifying the claim;

4) the information specified in paragraphs 2, 3, 4 of Article 44 hereof;

5) the references to the arbitral agreement and the contract subject to the dispute;

6) where the claimant is represented by representative, the representative's name in full, address, telephone, fax and e-mail;

5. The request to apply interim measures before the commencement of arbitration shall be accompanied by the following documents:

1) the arbitration agreement and (or) the contract regulating the relationship subject to the dispute, or properly certified copies thereof;

2) substantial documents and other written evidence justifying the requirements;

3) the evidence proving payment of registration and administration fees.

6. On the basis of request to apply interim measures before the commencement of the arbitration the arbitrator shall be appointed and arbitration shall be commenced only upon the proper payment of registration and administration fees, referred to in the Annex 1 hereto.

7. The provisions of the present Rules regulating application of interim measures shall be applied *mutatis mutandis* to the application of interim measures before the commencement of the arbitration.

Article 46. Application of interim measures in simplified procedure arbitration cases

1. To the same amount, in the procedure specified by the present Rules the interim measures shall be applied in the simplified procedure arbitration cases.

2. The application of interim measures in simplified arbitration shall be decided by the arbitrator appointed by Lithuanian Court of Arbitration in the procedure set in part 1 article 66 hereof.

Article 47. Revising and repealing rulings on interim measures

Upon request of the party and in exclusive cases upon notifying all parties, the Arbitral Tribunal may on its own initiative revise or repeal the ruling on interim measures or a part thereof.

Article 48. Securing compensation of losses that might possibly be incurred through the application of interim measures

1. Under respondent's request, the Arbitral Tribunal may obligate the party applying for interim measures to provide security for compensation of the other party's losses that might possibly be incurred through the application of interim measures. The form and contents of the security shall be defined by the Arbitral Tribunal or the acting arbitrator.

2. In the event the claimant fails to provide the security within the term and according to the form and contents set by the Arbitral Tribunal, the Tribunal shall make a ruling to reveal the interim measures.

Article 49. Compensation of losses that might possibly be incurred through application of interim measures

1. Having applied for interim measures, the party shall be liable for the losses incurred through application of these interim measures, if it is subsequently found during the arbitral examination that the applied interim measures are groundless.

2. Upon the party's request, the Arbitral Tribunal may by its final award obligate the party upon whose request the interim measures were applied to compensate the losses incurred through application of the interim measures.

Article 50. Enforcement of rulings on interim measures

1. The ruling of the Arbitral Tribunal on interim measures shall be a document subject to enforcement.
2. Should the ruling of the Arbitral Tribunal on interim measures not be enforced, Vilnius District Court shall, upon the party's request and according to the procedure established in the Rules of Civil Procedure of the Republic of Lithuania, issue an enforcement order.

Article 51. Applying of interim measures and preserving of evidence by the court ruling

1. A party shall have the right to apply to Vilnius District Court for interim measures or preservation of evidence before commencement of the arbitral examination. Upon the party's request, the court may also apply the interim measures or preserve the evidence after the commencement of arbitration. Accordingly, the other party shall have the right according to the procedure established in the Rules of Civil Procedure to request securing compensation of losses that might possibly be incurred through application of the interim measures or preserving the evidence.
2. Refusal by the court to apply the interim measures or preserve the evidence shall not prevent the party from requesting the Arbitral Tribunal during the arbitral examination to apply the interim measures or preserve the evidence.

IX SECTION AWARDS AND RULINGS OF ARBITRAL TRIBUNAL

Article 52. Applicable law

1. The Arbitral Tribunal shall resolve disputes in accordance with the law selected by the parties as applicable to the dispute. The reference to the applicable foreign law shall mean reference to the national substantive law of the respective state, rather than the international private law of that state.
2. If the parties have failed to agree on the applicable law, the Arbitral Tribunal shall apply the law, which in the justified opinion of the Arbitral Tribunal, is applicable in resolving a particular dispute, including trade customs (*lex mercatoria*).
3. The Arbitral Tribunal acts based on the principles *ex aequo et bono* (at equity) or *amiable compositeur* (amicable mediation) only in cases where the parties expressly authorise it to do so.

Article 53. Making of an award by the Arbitral Tribunal consisting of several arbitrators

1. Unless the parties have agreed otherwise, an arbitral award shall be made by a majority vote of the arbitrators. In there is no majority of votes for making the arbitral award or in case of a tie, the chairperson of the Arbitral Tribunal shall have the casting vote.

2. Notwithstanding the provisions of paragraph 1 of this article, procedural issues of the arbitral examination may be solved unilaterally by the chairperson of the Arbitral Tribunal, unless the parties have agreed otherwise.

3. If an arbitrator refuses to participate in examining a dispute by the Arbitral Tribunal without any valid reason, this shall not preclude the remaining arbitrators of the Arbitral Tribunal from making a legitimate award.

Article 54. Taking effect and enforcement of an arbitral award

1. An arbitral award shall take effect from the moment it is made and shall be enforced by the parties.

2. An arbitral award shall be deemed made from the date indicated in the arbitral award.

3. After the arbitral award takes effect, the same parties to the dispute shall not have the right to state a further claim regarding the same subject and on the same grounds.

4. The enforced arbitral award shall be a document subject to execution according to the procedure established in the Code of Civil Procedure of the Republic of Lithuania.

Article 55. Types of arbitral awards

1. The Arbitral Tribunal may make a final award on the merits, a partial award and an additional award.

2. The Arbitral Tribunal shall have the right to make rulings on procedural matters.

Article 56. Final award of Arbitral Tribunal

1. The Arbitral Tribunal shall fully resolve the dispute by making its final award.

2. The final award of the Arbitral Tribunal shall be made within the following terms:

1) In the event of written proceeding – not later than within 30 days after the last day to file the statement of defence, where evidence provided by the parties is sufficient for the Arbitral Tribunal to make final award; or

2) In other cases – not later than within 3 months after the last day to file the statement of defence.

3. The deadline for the final award can be extended by the ruling of the chairperson of the Lithuanian Court of Arbitration only due to reasonable circumstances and not directly dependent on the Lithuanian Court of Arbitration.

4. Having suspended the proceedings of the case by the ruling of Arbitral Tribunal, the term for the final award shall also be suspended.

Article 57. Partial arbitral award

1. The Arbitral Tribunal shall resolve a part of the dispute by making a partial award.
2. The partial arbitral award shall be final only in respect of the part of the dispute that has been resolved in full.
3. A partial arbitral award may be made:
 - 1) on the competence of the Arbitral Tribunal to examine the dispute;
 - 2) on independent claims arising from substantive legal relationships;
 - 3) in other cases stipulated by the parties or the Arbitral Tribunal.

Article 58. Additional award of Arbitral Tribunal. Revision and interpretation of arbitral award

1. An additional arbitral award shall be made to resolve the claims stated during the arbitral examination, however, not resolved by the arbitral award made. The additional award may also be made to revise or interpret the arbitral award where it is necessary:
 - 1) to correct spelling, arithmetic or other similar mistakes in the arbitral award;
 - 2) to elucidate the substantive provisions of the arbitral award or its item;
 - 3) to resolve the issue of distribution of the arbitration costs.
2. The additional arbitral award may be made on the initiative of the Arbitral Tribunal or upon request of an interested party. The Arbitral Tribunal may on its initiative make an additional award within 30 days after the final arbitral award has been made. An interested party shall have the right to submit a request for an additional arbitral award not later than 30 days following the day of receipt of the arbitral award.
3. The additional arbitral award shall be made within 30 days after the request for this award of the interested party has been received. The additional award shall be a composite part of the arbitral award and shall be subject to the provisions of Article 59 of this Rules.
4. The Arbitral Tribunal shall have the right to extend or renew the terms set in paragraphs 2 and 3 of this article.
5. The additional award may not alter the essence of the arbitral award.

Article 59. Form and content of arbitral award

1. An award of the Arbitral Tribunal shall be in writing and signed by the arbitrators or the arbitrator. The arbitral award shall be legitimate if signed by a majority of arbitrators with the other arbitrators indicating their reasons for not signing. An arbitrator or arbitrators disagreeing

with the opinion of the majority shall have the right to present their separate opinion in writing which shall be attached to the arbitral award. The parties may agree that the chairperson of the Arbitral Tribunal may sign the award unilaterally.

2. The arbitral award shall contain the following:

1) the date and place of making it. The arbitral award shall be deemed to have been made on the date and at the location as indicated in the arbitral award;

2) full names of arbitrator or arbitrators, parties to the dispute, address of residence or office thereof, representatives of the parties;

3) the reasoning on which it is based, unless the parties have agreed that reasoning is not necessarily to be provided or the arbitral award is made on the agreed terms under item 1 of paragraph 1 of Article 61 of the present Rules;

4) Conclusion of the Arbitral Tribunal whether the claim shall be satisfied in full or in part along with content thereof, or dismissed;

5) the amount of arbitration fees and other arbitration costs as well as allocation thereof among parties to the dispute.

3. Each party shall be given a copy of the signed arbitral award. Delivery of the arbitral award may be postponed until the arbitration costs have been paid in full.

Article 60. Rulings of Arbitral Tribunal

1. On procedural matters, the Arbitral Tribunal shall make rulings.

2. When the case is examined by three and more arbitrators, ruling of Arbitral Tribunal shall be made by majority of votes, except for rulings upon procedural matters, that shall be made by the chairperson of Arbitral Tribunal unless the parties agrees otherwise.

3. The arbitral ruling shall contain the following:

1) the date and place of making it;

2) full names of arbitrator or arbitrators;

3) the parties, address of residence or office thereof;

4) the matter subject to the ruling;

5) the reasoning on which it is based, unless the parties have agreed that reasoning is not necessarily to be provided;

6) Conclusion of the Arbitral Tribunal.

4. Under important circumstances, then continuation of the arbitral proceedings is inappropriate or too difficult, the Tribunal has the right to suspend the proceedings. For suspension of the proceedings, the Arbitral Tribunal shall issue the reasoned ruling, stating the reasons for suspension and the term, which can be extended at the discretion of the Arbitral Tribunal should the mentioned circumstances not disappear at the end of the term.

5. An arbitral ruling shall take effect from the moment it is made and shall be enforced by the parties.

Article 61. Amicable settlement of dispute

1. The parties shall have the right to complete the arbitration case by amicable settlement agreement. Upon request by the parties, the Arbitral Tribunal shall have the right:

1) to approve the amicable settlement agreement concluded by the parties by an arbitral award; or

2) to make a ruling on termination of the arbitration proceedings.

2. The arbitral award approving the amicable settlement agreement concluded by the parties shall be a final arbitral award.

3. Arbitral Tribunal may refuse approving the amicable settlement agreement, if it is in conflict with substantive provisions of the legislation of the legal system chosen or applicable by the parties regulating validity of deals.

4. The award made on the conditions agreed by the parties shall comply to the provisions of paragraphs 1 and 2 of Article 59 hereof, except for the requirement to provide reasoning. It shall state being the award of the Arbitral Tribunal. The award shall have the same power and is binding to enforce as any other award of the Arbitral Tribunal made on the merits.

Article 62. Decision upon costs of arbitration (litigation expenses)

1. Arbitration costs shall include:

1) the arbitration costs, referred to in paragraph 1 of Article 12 hereof;

2) reasonable expenses incurred by the parties.

2. Unless parties have agreed otherwise, Arbitral Tribunal, taking into account the circumstances of the case and behaviour of the parties shall allocate litigation expenses between the parties in the arbitral award.

3. Whenever the case is closed on any of the grounds indicated in the present Rules, the Arbitral Tribunal shall have the right to resolve the issue of allocation of the arbitration costs on its own initiative.

Article 63. Closure of arbitration

1. The arbitral examination is completed by a final arbitral award or a ruling made by the Arbitral Tribunal on the grounds stipulated in paragraphs 2 and 4 of this article.
2. The Arbitral Tribunal shall make a ruling to terminate the arbitral examination when:
 - 1) the case may not be examined in arbitration;
 - 2) the judgment of the court has taken effect in respect of the dispute between the same parties, regarding the same subject and on the same grounds;
 - 3) the arbitral award has taken effect in respect of the dispute between the same parties, regarding the same subject and on the same grounds;
 - 4) the claimant has withdrawn its claim, unless the respondent objects to such withdrawal of the claim and the Arbitral Tribunal recognises the legal interest of the respondent to finally resolve the dispute;
 - 5) the parties have concluded an amicable settlement agreement and the Arbitral Tribunal has decided to close the arbitration proceedings by a ruling following the procedure established in item 2 of paragraph 1 of Article 61 herein;
 - 6) the natural person being the party to the proceedings has died and succession of rights is not possible;
 - 7) the legal entity being the party to the proceedings has been liquidated and succession of its rights is not possible;
 - 8) it is impossible to examine the arbitration case and the claimant has no right to apply to arbitration in future regarding resolution of the same dispute;
 - 9) The respondent has implemented the claimant's requirements in full.
3. Upon termination of the arbitral examination, the parties shall not be allowed to make a repeated application for arbitration concerning a dispute between the same parties, regarding the same subject and on the same grounds. In the ruling regarding the termination of the arbitration case, the Arbitral Tribunal shall solve the issue of allocation of litigation expenses between the parties.
4. The Arbitral Tribunal shall have the right to make a ruling on not proceeding with a request for arbitration or the claim when:
 - 1) the claim was filed by a legally incapable natural person;
 - 2) the claim was filed on behalf of the claimant by a person not authorised to plead the arbitration case;

- 3) the court examines the dispute between the same parties, regarding the same subject and on the same grounds;
 - 4) the Arbitral Tribunal examines the dispute between the same parties, regarding the same subject and on the same grounds;
 - 5) the claimant has withdrawn its claim and the respondent does not object that;
 - 6) having not requested that the case be examined in their absence, both parties have failed to appear at the hearing without valid reasons;
 - 7) the claimant failed to correct deficiencies of a claim within the term indicated by the Arbitral Tribunal;
 - 8) the parties against which no bankruptcy proceedings have been brought request not to examine the dispute in arbitration based on paragraph 9 of this article;
 - 9) the Arbitral Tribunal decides that the arbitration case is not subject to further examination or its examination is impossible.
5. A decision not to proceed with the claim shall not preclude the parties from repeat applications to arbitration regarding resolution of the dispute.
 6. Making the ruling to leave the claim unexamined the Arbitral Tribunal shall resolve the matter of expenses' allocation between the parties.
 7. A ruling of the Arbitral Tribunal shall take effect from the moment it is made and must be enforced by the parties.
 8. Bankruptcy proceedings against the party of the arbitration agreement, or other insolvency proceedings to the party shall not affect the arbitration process, the validity of the arbitration agreement and the application thereof, access the dispute to arbitration and the competence of the Arbitral Tribunal to resolve a dispute, except fro the cases stipulated in parts 9 and 10 herein.
 9. The company, which is the subject of bankruptcy proceedings, can not conclude a new arbitration agreement. Recovery claims for the party to arbitration agreement subject to bankruptcy proceedings shall be examined in the court initiated the insolvency proceedings, at the request of all the parties to the arbitration agreement, which are not subject to the bankruptcy case.
 10. If recovery claims to the party subject to bankruptcy proceedings are examined by arbitration, the Tribunal must give a reasonable time to the trustee to access to the arbitration proceedings and to prepare for the hearing, and the claimant must inform the court hearing the bankruptcy case on the issue claims in arbitration and submit the supporting explanations and a description of the evidence to the court. The Tribunal decides about the amount of the claims between the parties.

11. The powers of the Arbitral Tribunal shall expire upon making the final arbitral award (except for the cases stipulated in Article 58 hereof), termination of the arbitral proceedings or decision not to proceed with the claim.

X SECTION

PROCEDURE FOR SIMPLIFIED ARBITRATION CASES

Article 64. Admissibility

1. Disputes subject to examination and resolution by arbitration following the present Rules, unless otherwise agreed by the parties, may be examined in simplified procedure specified in the present section hereof, when the claimant files the application to simplified arbitration.
2. The application to simplified arbitration shall be examined in the procedure specified in the present section if the dispute concerns monetary claims, movable object or securities.
3. In accordance with the procedure set out herein the application for simplified arbitration shall be examined if the parties in the arbitration clause have not agreed upon the number of arbitrators being more than one. As far as not covered by the provisions of the present section, the simplified arbitration cases shall be examined in accordance with the general provisions of the present Rules.
4. Following the procedure specified herein, the cases shall be examined using a uniform procedural documents. Information technology may be used for the processing of procedural document.

Article 65. Application

1. The application to simplified arbitration shall be arranged through the form prepared by Lithuanian Court of Arbitration. It shall contain the following information:
 - 1) the claimant's full name, personal code, address, where the claimant is a legal entity – name in full, office, code, bank account number and credit institution details as well as the name and address of the representative of the claimant;
 - 2) the respondent's full name, personal code (where known), address, job position (where known); where the claimant is a legal entity – name in full, office, code, bank account number and credit institution details (where known);
 - 3) amount of the claim;
 - 4) the declared claim and its factual ground;
 - 5) reference to the arbitration agreement;
 - 6) The list of attached documents.

2. The application shall be accompanied by the following:

- 1) the arbitration agreement and (or) the contract regulating the relationship subject to the dispute, or properly certified copies thereof;
- 2) the evidence proving payment of registration and administration fees;
- 3) the documents proving the powers of the representatives or appropriately approved copies thereof.

Article 66. Admission of application

1. Unless otherwise agreed by the parties in writing, the chairperson of the Lithuanian Court of Arbitration having received an application to simplified arbitration shall immediately appoint an arbitrator out of the list of recommended arbitrators. The arbitrator shall decide upon admissibility of the application to simplified arbitration not later than within 3 business days after the appointment.

2. The chairperson of the Arbitral Tribunal shall not appoint an arbitrator or assign the case thereto until the claimant properly pays registration and administration fees.

3. The Arbitral Tribunal shall reject the application to simplified arbitration in the following events:

1) the application does not comply with requirements specified in Articles 64 and 65 of the present Rules;

2) the application is clearly ungrounded.

4. In the event the circumstances specified in paragraph 3 hereof appear after the admission of the application, the Arbitral Tribunal may do the following taking into account the nature of shortcomings:

1) to set the term for the claimant to eliminate the shortcomings;

2) to leave the application unexamined or

3) to dismiss the application.

5. The arbitral ruling to leave the application unexamined is final and not subject to appeal, but it does not prevent the submitting of the new application after correction of deficiencies or filing a claim in the general arbitration procedure stipulated in the present Rules.

Article 67. Arbitration notice

1. The Arbitral Tribunal upon admission of the application to simplified arbitration not later than within 3 business days shall forward the arbitration notice to the respondent notifying about the foreseen issue of arbitral award accompanied by a draft of the award and a copy of the claimant's

application to simplified arbitration. Upon the respondent's request, the Arbitral Tribunal shall also solve the matter of application of interim measures to the respondent in the procedure set in the present Rules.

2. Unless otherwise agreed by parties in writing, in the event the claimant within 10 days after the receipt of the arbitration notice and draft of the award fails to submit written objections against the claim, the Arbitral Tribunal shall immediately adopt the arbitral award having the legal power of the final arbitral award, that takes effect from the day it is issued and shall be enforced immediately.

3. The arbitration notice shall contain the following information:

1) the claimant's and the respondent's details;

2) proposal not later than within 10 days after the receipt of notification of the Arbitral Tribunal to pay to the claimant the amounts requested (including interest and costs), and to give a written notice upon the execution of the draft award to the Lithuanian Court of Arbitration or to submit objections against the claim;

3) information, that upon not complying with item 2 of part 3 herein the arbitral award will be issued according to the draft and it shall become effective and empower the claimant to the forced recovery;

4) information, that if the respondent submits objections to the application the application will be examined in general procedure set in the present Rules;

5) information about the fact that upon issue of the draft arbitral award, the Arbitral Tribunal has not checked the feasibility of the claim.

Article 68. Arbitral award in simplified arbitration cases

1. In the event the Arbitral Tribunal within 10 days after the service of the arbitration notice to the respondent has not received the respondent's objections regarding the claimant's claim or execution evidence shall issue the arbitral award using the simplified arbitration procedure and serve it to the claimant not later than within 3 business days.

2. The arbitral award issued following the simplified procedure shall contain the following information:

1) the award issue date;

2) the full name of the arbitrator;

3) the claimant's full name, personal code, address, where the claimant is a legal entity – name in full, office, code, bank account number and credit institution details;

- 4) the respondent's full name, personal code (where known), address, job position (where known); where the claimant is a legal entity – name in full, office, code, bank account number and credit institution details;
 - 5) grounds for recovery;
 - 6) amount to be recovered from the respondent;
 - 7) recoverable amount of interest, if the interest awarded;
 - 8) recovery of arbitration costs where awarded;
 - 9) interest where awarded.
3. The arbitral award issued following the simplified procedure shall be signed by the arbitrator.

Article 69. Servicing of procedural documents

The arbitral award issued following the simplified procedure shall be delivered to the Lithuanian Court of Arbitration in the procedure specified in article 4 of the present Rules. Final and binding arbitral award no later than the next business day shall be sent to the claimant, who may submit it for enforced execution in the procedure specified in the Civil Procedure Rules of the Republic of Lithuania.

Article 70. Respondent's objections

1. The respondent shall submit the statement of objections against the claimant's application or a part thereof to Lithuanian Court of Arbitration. In the event the respondent executes a part of awarded claim or at least recognises a part thereof, he may object only remaining part of the claim.
2. The respondent's objections against the claimant's application shall be submitted in writing within 10 days from arbitration notice receipt. The statement of objection shall be filed according to the form prepared by Lithuanian Court of Arbitration. Besides other information, the statement of objection shall contain the respondent's opinion concerning proposed candidate arbitrator for the examination of the dispute in general procedure. If due to substantial circumstances the respondent submits the objections after the term expired, the Arbitral Tribunal may extend the term upon the reasoned request of the respondent before the arbitral award.
3. Having received the objections of the respondent the Arbitral Tribunal not later than within 3 business days shall notify the claimant about its right to file the claim within 14 days from the notification in general procedure stipulated in the present Rules, upon payment of additional fees.
4. In the event the respondent executes a part of claims or at least files no objects thereto, and objects only remaining part of the claim, the Arbitral Tribunal following the rules of the present section can issue partial award concerning the undisputed part of the claim and cancel the

examination of the case in the executed part. The claimant may file the claim in the general arbitration procedure specified in the present Rules for the disputed part of the claim.

5. In the event the claimant fails to submit the properly executed claim to the Arbitral Tribunal within the term specified in part 3 herein, the Arbitral Tribunal shall adopt the ruling to leave the application to simplified arbitration unexamined and cancel the applied interim measures (if applied).

Article 71. Arbitration costs

1. A registration and administration fees shall be paid for the application to simplified arbitration, specified in the Annex 1 hereto.

2. In the event the respondent objects the award of the Arbitral Tribunal in simplified procedure and the claimant files the claim following the general procedure, the registration and administration fees specified in part 1 hereof shall be included in the amount of the fees for the claim.

3. In the event specified in part 5 of Article 70 of the present Rules the application is left unexamined, the paid arbitration fee shall not be subject for return.

XI SECTION

RESUMPTION OF PROCEDURE

Article 72. Resumption of procedure

1. Procedure on the cases finished to examine by merits by the final award (ruling) of the Arbitral Tribunal may be resumed on the ground and in the order specified herein.

2. The request for the resumption may be submitted by the parties to the case or the third parties.

3. Filing of the request for the resumption shall not interrupt enforcement of the award or ruling.

4. Repeated request for the resumption on the same grounds is not possible.

Article 73. Grounds for resumption of the procedure

1. The procedure may be resumed on the following bases:

1) substantial facts were discovered which existed but was not and could not be known to the applicant at the time of arbitration;

2) deliberately false party's or third party's explanation, witness statements, deliberately false expert opinion, knowingly wrong translation, tampering of documents or physical evidence, due to which an unlawful or unreasonable award, have been determined by effective court judgment;

- 3) criminal offences committed by participating or other party to the case or by the arbitrators in the arbitration procedure have been determined by effective court judgment;
- 4) judgment, sentence, or other state or local authorities individual act, which was the basis for the award or ruling repealed as unlawful or unreasonable;
- 5) if one of the parties was disabled and not legally represented during the arbitration;
- 6) If the Tribunal decided on substantive rights and obligations of non-hearing persons;

Article 74. Submission of request for resumption of procedure

1. A plea for resumption of procedure shall be submitted to the Lithuanian Court of Arbitration.
2. The provisions of these Rules regarding filing of a claim shall also be applied *mutatis mutandis* to the plea for resumption of procedure.
3. A plea for resumption of procedure may be filed within three month starting the day, when the pleading person became acknowledged or should become acknowledged upon circumstances making a base for procedure resumption.
4. A plea for resumption of procedure may not be filed where more than three years have passed from the enforcement of the award or ruling.

Article 75. Appointment of arbitrator in cases for resumption of procedure

The general provisions of this Rules regarding appointment of an arbitrator the shall also be applied *mutatis mutandis* to the appointment of an arbitrator in cases for resumption of procedure.

Article 76. Rights of Arbitral Tribunal

1. Having examined the case Arbitral Tribunal shall have the right to the following:
 - 1) to reject the application for amendment or cancellation of the award (ruling) of the Arbitral Tribunal;
 - 2) to amend the award or ruling of the Arbitral Tribunal;
 - 3) to make a new award (ruling).
2. In the event of an amendment or a new award (ruling) the previous award (ruling) of the Arbitration Tribunal shall lose their validity.
3. The repeal or amendment of the arbitration award or ruling, if they have already been implemented or started to implement, at the request of one of the parties, the Arbitral Tribunal shall require a party to return what it has received in carrying out the decision.

XII SECTION

APPROVAL OF AMICABLE SETTLEMENT AGREEMENT

Article 77. Request for approval of amicable settlement agreement

1. The parties may apply to the Lithuanian Court of Arbitration with the request to approve an amicable settlement agreement concluded between them (without commencing an arbitral proceedings).

2. The request to approve an amicable settlement agreement shall contain the following:

1) Full names, enterprise or personal code, contact details (addresses, telephone and fax numbers, e-mail addresses) of the parties;

2) Essentials of the dispute settled by the agreement.

3. The following documents shall be submitted along with the request to approve an amicable settlement agreement:

1) the amicable settlement agreement signed by both parties;

2) the consent, signed by both parties, for amicable settlement agreement to be approved by the Lithuanian Court of Arbitration following the present Rules (or the text of the agreement shall state that it is subject to approval by the Lithuanian Court of Arbitration);

3) evidence of fees for approval of an amicable settlement agreement payment.

4. A request to approve an amicable settlement agreement and accompanying documents, as well as other documents related to the arbitration procedure shall be submitted to the arbitral Tribunal in the language of the amicable settlement agreement if it is Lithuanian, English or Russian. Should the agreement be concluded in another language, the documents should be provided in one of the official languages of the Lithuanian Court of Arbitration at the discretion of the parties.

Article 78. Admission of request for approval of amicable settlement agreement

1. Unless the party agree otherwise, the chairperson of the Lithuanian Court of Arbitration after receipt of the request for approval of an amicable settlement agreement shall immediately appoint an arbitrator from the list of arbitrators recommended by the Lithuanian Court of Arbitration. The arbitrator shall decide upon the matter of amicable settlement agreement approval within 3 business days from his appointment.

2. Chairperson of the Arbitral Tribunal shall neither appoint an arbitrator nor assign the case to him until the requesting party properly pays registration and administration fees.

Article 79. Approval of amicable settlement agreement

3. Arbitral Tribunal shall approve an amicable settlement agreement by its ruling.
4. Arbitral Tribunal shall reject approval of amicable settlement agreement on the following grounds:
 - 1) the request does not comply with the provisions hereof;
 - 2) the amicable settlement agreement is in conflict with imperative provisions of substantive of law of the legal system chosen by the parties or public policy.
3. The award of the Arbitral Tribunal upon approval of amicable settlement agreement shall be the final award and can be carried out compulsorily in procedure set out in the Civil Procedure Code of the Republic of Lithuania or other relevant legislation of other countries.

XIII SECTION

COURT OF ARBITRATION AS APPOINTING AUTHORITY

Article 80. Court of Arbitration as appointing authority

1. Lithuanian Court of Arbitration upon agreement of the parties shall serve as appointing authority, competent to appoint an arbitrator (arbitrators) to resolve the dispute by arbitration.
2. When the parties applying to the Lithuanian Court of Arbitration as appointing authority fail to agree upon the procedure of appointing of an arbitrator (arbitrators), the chairperson of Lithuanian Court of Arbitration shall on his or her own discretion as fast as possible appoint an arbitrator (arbitrators) and ensure independence and impartiality of such arbitrator (arbitrators).
3. Along with the request to Lithuanian Court of Arbitration as the appointing authority the information necessary to appoint arbitrator (arbitrators), such as copies of claim or arbitration agreement etc. Shall be provided. Chairperson of Lithuanian Court of Arbitration shall have the right to require from the parties to the dispute to provide additional information necessary to perform functions of appointing authority properly.
4. Along with the request to Lithuanian Court of Arbitration as the appointing authority, the confirmation of payment of non-refundable fee shall be provided.

XIV SECTION

OTHER PROVISIONS

Article 81. Appeal of Arbitral Tribunal's award

1. 1. An arbitral award may be set aside upon submitting an appeal to the Court of Appeal of Lithuania on the grounds, in terms and following the procedure stipulated in the arbitration legislation.

2. When the Court of Appeals of Lithuania suspends the proceedings regarding setting aside the arbitral award and returns the case for re-examination to the Arbitral Tribunal, the Arbitral Tribunal shall resume the examination or take other actions which, in the opinion of the Court of Appeals of Lithuania, would remove the basis for setting aside the arbitral award.

3. Provisions of the Rules regarding the procedure of arbitration *mutatis mutandis* apply to the resumed arbitral examination.

Article 82. Confidentiality

Unless parties agree otherwise, Lithuanian Court of Arbitration and Arbitral Tribunal, as well as experts shall consider all information concerning ongoing arbitration and award made following the present Rules strictly confidential and shall not disclose it to any other persons, except for the exceptions provided by law.

Article 83. Enforcement

In all matters not clearly provided for in the present Rules, Lithuanian Court of Arbitration, Arbitral Tribunal and parties shall act taking into account provisions of the Rules and make all reasonable efforts in order to ensure the arbitration process to be and prompt and smooth and the award to be enforced.

Article 84. Limitation of liability

Neither Lithuanian Court of Arbitration nor arbitrator (arbitrators) shall be liable against any party for any action regarding dispute examination by arbitration following the present Rules, except for the event when such actions or failure to act are deliberately illegal or made due to gross negligence.

Article 85. Succession of procedural rights

1. In the event where one of the parties withdraws from the case (death of a natural person, an end or reorganization of a legal person, an assignment, transfer of debt and other cases set out by the legislation), the Arbitral Tribunal shall replace the party by its successor in the written procedure, unless substantial subjective rights are not subject to succession. Succession is possible at any stage of the proceedings.

2. All the actions carried out during the process before the successor's accession shall be obligatory thereto to the extent that they would have been compulsory for a person whom the successor replaced.

3. Process successor must justify its participation in the process.

Article 86. Validity and amendment of the Rules

1. The present Rules shall come into force as on July 1, 2017 m.

2. In accordance with the procedure established by the Statute, the Lithuanian Court of Arbitration may amend the provisions of the Rules at any time within the term of validity of the Rules.

3. Unless the parties agreed otherwise, the statutory wording of the Rules valid at the moment of claim or application for simplified arbitration filing to the Lithuanian Court of Arbitration shall be applied for examination of specific dispute.

4. The next procedural step of the arbitral examination, during which the new version of the Code entered into force, after the day of the new version of the Code took effect, shall be subject to the new version. In the event of major non-compliances between the previous and current version of the Code, due to which it is impossible to identify the moment from which the new version of the Code shall apply, Arbitral Tribunal or chairperson of Lithuanian Court of Arbitration, where Arbitral tribunal is not appointed yet, at its own discretion and following the principles of reasonableness and fairness shall solve the matter and notify the parties to arbitration about the decision.

5. On parties request and having stated such decision in writing in arbitration clause (or in the agreement containing arbitration clause), the Annex 1 to the Rules setting prices for services of Lithuanian Court of Arbitration version valid on the day of conclusion of arbitration clause (or the agreement containing arbitration clause) shall be applied for resolution of the dispute.

Article 87. Content and storage of completed arbitration case

1. Completed arbitration case shall contain the following:

- 1) Procedural documents that the parties submitted to the Arbitral Tribunal;
- 2) Rulings, awards, notices, rulings and notices of the chairperson of Lithuanian Court of Arbitration regarding the case;
- 3) Written consent of arbitrator to serve as arbitrator in specific case;
- 4) declarations on the impartiality of the arbitrators;
- 5) Audio records of oral hearings.

2. Having made a final award or ruling upon completion of arbitral examination or decision not to proceed with the claim Arbitral Tribunal shall assign the arbitration case to Lithuanian Court of Arbitration, where it shall be stored at least for three years. After the end of the storage term of the case, the files shall be destroyed.

**LITHUANIAN COURT OF ARBITRATION
ARBITRATION FEES AND EXPENSES¹**

1) Registration fee is 250 EUR, in cases of simplified procedure - 125 EUR, in cases of applying for a interim measures before the starting of arbitration procedure – 125 EUR, in cases of confirming of settlement agreement – 125 EUR. Registration fee is not refundable.

2) The Administration fee consists of fees of administration of arbitration procedure and arbitrary fees. Administration fee, which depends on the value of the claim, the nature of the claim, and number of arbitrators, shall be calculated according to the claimed (counterclaimed) amount in dispute, and it is based on the following indices:

a) when the dispute is presented for a settlement by written proceeding by one arbitrator:

Amount of dispute (EUR)	Administration fee (EUR)
Up to 15,000	875
From 15,001 to 50,000	875 and 2.5 % of the amount in dispute, exceeding 15,000
From 50,001 to 100,000	2000 and 1,5 % of the amount in dispute, exceeding 50,000
From 100,001 to 300,000	3000 and 1 % of the amount in dispute, exceeding 100,000
From 300,001 to 500,000	5625 and 0,7 % of the amount in dispute, exceeding 300,000
From 500,001 to 1,000,000	7500 and 0,3 % of the amount in dispute, exceeding 500,000
From 1,000,001 to 10,000,000	9500 and 0,1 % of the amount in dispute, exceeding 1,000,000
Above 10,000,001	25,000 and 0,03 % of the amount in dispute, exceeding 10,000,000

¹ Arbitration fees are indicated excluding VAT. The services of the Lithuanian Court of Arbitration are subject to VAT from the date of its registration as a VAT payer.

b) when the dispute is investigated in verbal form, administration fee increases by applying an extra 120 EUR fee for each hour of participation in the hearing (for every arbitrator) including the time the arbitrator spends travelling (where the permanent place arbitrator's work is not in the same city as hearing).

c) in non-property disputes administration fee consists of administration of arbitration fee and the arbitrator fees:

1) administration of arbitration fee is from 500 EUR to 5,000 EUR, depending on the difficulty of dispute, form of examination, language of arbitration procedure, number of arbitrators and other factors, which are increasing time needed for such case hearing. Decision on the amount of administration fee is taken in every specific situation by the chairperson of Lithuanian Court of Arbitration.

2) arbitration fee is 120 EUR for every working with the case hour of each arbitrator (according to the presented bill).

d) administration fee in cases of simplified procedure is 250 EUR regardless of the amount of the claim.

e) administration fee for the examination of the request for application of interim measures as well as other requests concerning the application of interim measures before the starting of arbitration procedure is 300 EUR, regardless of the amount of the claim.

f) administration fee in cases of the confirming of settlement agreement (without starting the arbitration procedure) – 300 EUR

3) If needed, compensation fee shall be paid as well. The calculation of compensation fee is determined in the 13th article of the Rules of Procedure of the Lithuanian Court of Arbitration.

4) When a dispute is presented for the settlement to three arbitrators, the administration fee shall be increased by 50 %.

5) For the services of appointing authority there applies not refundable 150 EUR fee for every arbitrator appointed.

6) The request for the renewal of the procedure shall be remunerated with the same fees as in the case of new claim.
