

## Arbitration Regulations of SGOA

### General

#### 1. Object

The Board of Stichting Geschillenoplossing Automatisering has laid down the following Regulations for resolving, by arbitration, disputes relating to information and communication technology or other disputes that have been referred to it for that purpose.

#### 2. Definitions

The terms below used in these Regulations are defined as follows:

- a. SGOA: Stichting Geschillenoplossing Automatisering, with its registered office in The Hague;
- b. Board: the Board of SGOA;
- c. Bureau: the Bureau of SGOA as provided for in SGOA's articles;
- d. Arbitration Agreement: the agreement in which the parties undertake to submit one or more disputes that arise or could arise between them, whether or not from a legal relationship arising from an agreement, to arbitration;
- e. Arbitration Tribunal: a tribunal formed in accordance with these Regulations or according to the applicable rules of arbitration law;
- f. Privacy and Security Department: the department run by SGOA, whose task includes settling disputes relating to personal data protection and information security by means of arbitration;
- g. Regulations: these arbitration regulations, including the appendix to these arbitration regulations that is deemed to form a part thereof.

#### 3. Applicability

- 3.1 These Regulations will apply if the parties have concluded an agreement to refer a dispute to arbitration facilitated by SGOA or arbitration in accordance with these Regulations.
- 3.2 Before commencing arbitral proceedings, the parties may deviate from one or more provisions of these Regulations or add to provisions in these Regulations by written agreement, provided that SGOA agrees to these deviations or additions.
- 3.3 In cases not provided for by these Regulations, the parties will proceed in accordance with the provisions of the law and what the parties have validly agreed. Any case which is not provided for, either by these Regulations or by the provisions of the law, or by the valid agreements reached between the parties themselves, will be settled of by the Arbitration Tribunal or, if no Arbitration Tribunal has yet been appointed, by the Board.
- 3.4 In the event of any inconsistency between the Dutch and English versions of these Regulations, the Dutch version will at all times prevail.

**4. Arbitration location**

The arbitration location is Amsterdam or another town or city in the Netherlands explicitly agreed in writing between the parties before commencing arbitral proceedings. Hearings, appearances and deliberations as well as witness and expert hearings may take place elsewhere, within or outside the Netherlands, at the discretion of the Arbitration Tribunal.

**5. Notifications and procedural documents**

- 5.1 Each notification as referred to in these Regulations must be given in an electronic form to be determined by the Board in an appendix to these Regulations. The Bureau or the Arbitration Tribunal may demand, without giving reasons, that a notification be given by letter.
- 5.2 Correspondence between the parties and the Arbitration Tribunal will go through the Bureau unless the Arbitration Tribunal stipulates otherwise in consultation with the parties. In cases that the Arbitration Tribunal deems to be urgent, the Arbitration Tribunal may communicate with the parties direct. A copy of each notification that is not sent via the Bureau must be sent simultaneously to the Bureau.
- 5.3 Procedural documents must be submitted to the Bureau in an electronic form to be determined by the Bureau in the appendix to these Regulations. Digital procedural documents must comply with a generally accepted format and must be searchable electronically. If the Arbitration Tribunal is of the opinion that a procedural document submitted does not meet these requirements or is difficult to read for another reason, the Arbitration Tribunal, or the Bureau if no Arbitration Tribunal has yet been appointed, may require the party, without giving reasons, to submit the document to the Bureau in an alternative electronic form, with instructions regarding the format to be used and/or the searchability of the document.
- 5.4 Each of the parties is obliged to send simultaneously to the other party copies of all notifications and procedural documents submitted to the Bureau or the Arbitration Tribunal, in the same form as they were submitted to the Bureau or the Arbitration Tribunal.  
The Bureau will simultaneously send a copy to the other party of any notification it sends to either party.
- 5.5 The Bureau will send notifications received from or sent to parties, as well as the procedural documents received, to arbitrators in an electronic form to be determined by the Board.
- 5.6 Each of the parties bears its own responsibility for ensuring that the electronic facilities it uses function error-free and without interruption. If an electronic facility of a party is unavailable or does not function error-free or without interruption for whatever reason, this will be at the risk of the party concerned.
- 5.7 The time at which a notification or procedural document has been received by the Bureau in electronic form is the time at which that notification or document has reached the computer in use at SGOA.
- 5.8 The arbitral proceedings will be conducted in the Dutch language, unless the parties agree in writing to conduct the proceedings in English and this agreement is submitted to the Bureau no later than the submission of the Brief Answer to the Bureau. The Arbitration Tribunal, or the Bureau if no arbitration tribunal has yet been

appointed, may require a party to submit, within a period of time to be determined by the Arbitration Tribunal or the Bureau, a translation into Dutch and/or English of the requests, notifications and other procedural documents submitted by that party.

## **6. Confidentiality**

Arbitral proceedings are confidential. The parties are required to maintain confidentiality, unless and in so far as disclosure is required by law or under the terms of the agreement between the parties.

## **7. Objection**

In the event that a party to the arbitral proceedings knows or reasonably should know that the other party, the Bureau or the Arbitration Tribunal is acting contrary to the Arbitration Agreement, any provision of these Regulations, any agreement reached between the Arbitration Tribunal and the parties on the order of the proceedings, or applicable arbitration law, that party must submit an objection to the Arbitration Tribunal without delay, sending a copy to the other party. If a party fails to do so, the right to appeal later in the arbitral proceedings or before the ordinary court will lapse.

## **Procedure**

### **8. Initiating arbitral proceedings: Initiatory Application**

8.1 Arbitral proceedings commence on the day the Bureau receives by email an Initiatory Application that meets the requirements set down in Article 8.2.

8.2 The Initiatory Application will contain at least the following information:

- a. name, address, place of residence or registered office, telephone number, email address and, if applicable, the VAT number of the claimant;
- b. if applicable, details of the claimant's authorized representative, including name, address, place of residence or registered office, telephone number and email address;
- c. name, address, place of residence or registered office, telephone number, email address, and if known the VAT number of the defendant;
- d. if applicable, details of the defendant's authorized representative, including name, address, place of residence or registered office, telephone number and email address;
- e. a short description of the dispute;
- f. a clear description of the claim(s), if possible with a statement of the expected total of the financial interest thereof;
- g. reference to the Arbitration Agreement, a copy of which must be sent with the Initiatory Application;
- h. the number of arbitrators if the parties have concluded an agreement to this effect as referred to in Article 12.2, in which case a copy of this agreement must be sent with the Initiatory Application.

8.3 If the Initiatory Application does not comply with the requirements as referred to in Article 8.2, the Bureau will invite the claimant to add to or correct the application within a reasonable period of time, in which case the handling of the Initiatory Application will be postponed until the Bureau has received the addition or correction.

8.4 If no financial interest is stated in the Initiatory Application, in order to determine the amount of administrative expenses and set the fees of the arbitrators, the Board will make a binding estimate of the interest involved in the claim(s) and the complexity of the case, with due observance of the appendix to these Regulations.

- 8.5 As soon as possible after receiving the Initiatory Application that meets the requirements referred to in Article 8.2, the Bureau will acknowledge its receipt to the claimant, stating the date of receipt. The Bureau will simultaneously send a copy of the Initiatory Application, with any appendices thereto, to the defendant, stating the date of receipt of the Initiatory Application and stating that the defendant may submit its Brief Answer within fourteen calendar days after it was sent the copy of the Initiatory Application.
- 8.6 If the defendant fails to submit its Brief Answer within the period of fourteen calendar days as referred to in Article 8.5, the Bureau will give the defendant a further opportunity to do so within a period of seven calendar days, beginning on the date of the notification to that effect. If the Bureau receives the Brief Answer after the expiry of this latter period, the said document will be deemed incontestably not to have been submitted.
- 9. Brief Answer**  
The Brief Answer must be sent to the Bureau. It must contain the information referred to in Article 8.2 (c), (d), (e) and (h) as well as a short statement relating to the claimant's claim. The defendant will also indicate in its Brief Answer whether, and on what grounds, it intends to pursue a counterclaim, and if it intends to do so, it must provide the information requested in Article 8.2 (f) and (g) and indicate what it expects the financial interest of the counterclaim to be.
- 10. Purpose of Initiatory Application and Brief Answer**  
The Initiatory Application and the Brief Answer serve to inform the Bureau about the nature and interest of the dispute and cannot prejudice the right of the parties to invoke any right to which they are entitled. Submitting the Brief Answer will not deprive the defendant of the right later to invoke the Arbitration Tribunal's lack of jurisdiction, provided it does so before putting up any other defence.
- 11. The arbitrator**
- 11.1 The arbitrator must be impartial and independent.
- 11.2 The arbitrator may not have any close personal or business ties with either of the parties or have had such ties in the seven years preceding his appointment by the Board. He may not have any direct personal or business interest in the outcome of the proceedings.
- 11.3 The arbitrator may not be or have been involved in the dispute on which he is required to reach a judgment on any basis other than that of his appointment as arbitrator.
- 11.4 No later than upon acceptance of the arbitration assignment, the arbitrator will sign a written declaration and send it to the Bureau, confirming that he knows of no circumstances that could give reason for any party to the arbitral proceedings to doubt his impartiality and independence.
- 11.5 During the proceedings, the arbitrator will not be permitted to have any contact with either party about any matters concerning the proceedings other than in the presence of the other party, unless he has obtained the consent, by email, of the other party and of his fellow arbitrators.

## **12. Number of arbitrators**

- 12.1 The Arbitration Tribunal consists of three arbitrators.
- 12.2 Contrary to the provisions of Article 12.1, the Arbitration Tribunal will consist of one arbitrator if the parties have concluded an agreement to this effect and this agreement has been communicated to the Bureau before the end of the period referred to in Article 13.5.
- 12.3 Contrary to the provisions of Article 12.1, the Arbitration Tribunal will consist of only one arbitrator if – at the sole discretion of the Board – the total financial interest of the claim and – as the case may be – the counterclaim, as is provisionally apparent from the Initiatory Application or the Brief Answer, does not exceed a monetary value of €50,000 (fifty thousand euros), furthermore that the case does not entail a claim of an undetermined value and, also at the sole discretion of the Board, the case is not unsuitable to be heard by one arbitrator.
- 12.4 Contrary to the provisions of Article 12.3, the Arbitration Tribunal will consist of three arbitrators if the parties have agreed to such in writing and that agreement has been communicated to the Bureau upon submission of a copy thereof with the Initiatory Application or the Brief Answer.

## **13. Procedure in the case of an arbitration tribunal with three arbitrators**

- 13.1 The provisions of this Article 13 are applicable if the Arbitration Tribunal consists of three arbitrators.
- 13.2 As soon as possible after receiving the Brief Answer referred to in Article 9 or, in the absence thereof, after expiry of the term for submitting it, the Bureau will send to each of the parties an identical list of names of persons eligible in principle for appointment as arbitrators.
- 13.3 This list will contain as far as possible the names of persons associated with SGOA as arbitrators. These names are published on the SGOA website. If it is apparent from the Initiatory Application and the Brief Answer that the proceedings solely or partly relate to disputes concerning personal data protection or information security, the Bureau may send to each of the parties a list of names of persons, also including persons associated with SGOA as arbitrators for the Privacy and Security Department. The persons who are associated with SGOA as arbitrators for the Privacy and Security Department are listed on the SGOA website.
- 13.4 If the Bureau is aware that one or more of the persons listed on the SGOA website are temporarily unavailable to conduct arbitral proceedings, the Bureau will not include the names of these persons on the list referred to in Article 13.2.
- 13.5 Within seven days of receiving the list referred to in Article 13.2, each party may nominate one person from the list to be appointed as arbitrator. The nominations will be communicated to the Bureau by email. A party who has not submitted a nomination to the Bureau within the aforesaid period of seven calendar days, will be deemed incontestably to have consented to each of the persons named on the list, in which case the Bureau will nominate one person from the list to be appointed as arbitrator.
- 13.6 A nomination by one of the parties as referred to in Article 13.5 will never be binding for the Board. If the Board, for whatever reason, rejects a nomination, or if the

nominated person is unwilling or unable to accept the appointment as arbitrator, or is found to be unable to serve as arbitrator for some other reason, the Bureau will give the party concerned the opportunity to nominate, within seven calendar days of notification by the Bureau, another person from the list referred to in Article 13.2 to be appointed as an arbitrator and to notify the Bureau of this nomination in writing. If the party concerned has not submitted a new nomination to the Bureau within this period of time, this party will be deemed incontestably to have consented to each of the persons named on the list, in which case the Bureau will nominate one person from the list to be appointed as arbitrator.

- 13.7 If both parties nominate the same person, that person will be deemed to be nominated by the party who has submitted this name first. The Bureau will inform both parties of this as soon as possible by email and give the party who was second in nominating this name the opportunity within seven calendar days to nominate another person from the list to be appointed as arbitrator.
- 13.8 After they have accepted their appointment as arbitrator, the two persons who have been nominated on the basis of the procedure set out in Article 13.2 to 13.7 will jointly nominate a third arbitrator within seven calendar days of having accepted their appointment, to be selected from the list referred to in Article 13.2, with due observance of the provisions of Article 15.3. If the two arbitrators concerned do not nominate a third arbitrator, for whatever reason, within seven calendar days of their appointment, the Bureau will nominate a person from the list to be appointed as the third arbitrator.

**14. Procedure in the case of an arbitration tribunal with one arbitrator**

- 14.1 The provisions of this Article 14 are applicable if the arbitration tribunal consists of one arbitrator.
- 14.2 As soon as possible after receiving the Brief Answer referred to in Article 9 or, in the absence thereof, after expiry of the term for submitting it, the Bureau will send to each of the parties an identical list of names of persons eligible in principle for appointment as arbitrator. This list will contain at least three names. This list will be compiled by the Bureau from the group of lawyers associated with SGOA as arbitrator and who are named as such on the SGOA website. If it is apparent from the Initiatory Application and the Brief Answer that the proceedings solely or partly relate to disputes concerning personal data protection or information security, contrary to the previous sentence the Bureau may send to each of the parties a list compiled by the Bureau of at least three names of lawyers associated with SGOA as arbitrator for the Privacy and Security Department. The persons who are associated with SGOA as arbitrator for the Privacy and Security Department are also listed on the SGOA website.
- 14.3 Within seven calendar days of receiving the list referred to in Article 14.2, each party may delete from the list of names any person to whom this party has strong objections, and/or rank the names, or the remaining names, in order of preference and submit the amended list to the Bureau. If either party fails to submit a list with deletions and/or preferences to the Bureau within this period, this party will be deemed incontestably to have consented to all the names on the list, and the Bureau will nominate one person on the list for appointment as arbitrator.
- 14.4 After comparing the parties' preferences, the Bureau will appoint one arbitrator with due observance of these preferences as far as possible.

14.5 If a person is unwilling or unable to accept the appointment as arbitrator, or is found to be unable to serve as an arbitrator for some other reason, and if not enough persons acceptable to each of the parties remain on the lists returned, the Board will appoint another lawyer to serve as arbitrator.

## **15. Appointment of the Arbitration Tribunal**

15.1 The Board will appoint the Arbitration Tribunal as soon as possible.

15.2 Any Board member who has close personal or business ties with one of the parties or has had such ties in the seven years preceding the commencement of the arbitral proceedings will refrain from making any judgment or taking part in any decision regarding the appointment of the arbitrator(s).

15.3 If the Arbitration Tribunal consists of three arbitrators, at least one of them must have a university degree in law and at least one of them must have a non-legal background. If the Arbitration Tribunal consists of three arbitrators, it will choose one arbitrator from its number to be chairman, who will act as such. The chairman must have a university degree in law. If the Arbitration Tribunal consists of one arbitrator, this arbitrator must have a university degree in law.

15.4 The appointment of an arbitrator will be confirmed by the Bureau on behalf of the Board in a letter of appointment addressed to the arbitrator concerned. The arbitrator will accept his assignment in writing. It will be sufficient to sign a copy of the letter of appointment and return it to the Bureau. By accepting the appointment, the arbitrator declares that he does not have any close personal or business ties with either of the parties and has not had such ties in the seven years preceding his appointment by the Board, that he does not have any direct personal or business interest in the outcome of the proceedings and that he has the time and opportunity to perform his assignment within the terms of these Regulations.

15.5 Immediately after having appointed the Arbitration Tribunal, the Bureau will notify the parties thereof in writing, stating the names of the arbitrators.

15.6 The Board may, after the members of the Arbitration Tribunal have given their opinion, release an arbitrator from his assignment at any time:

- (i) if he does not comply or no longer complies with the provisions of Article 11, or
- (ii) if he is ill for a prolonged period of time, or
- (iii) if he is legally or actually no longer able to fulfil his assignment, or
- (iv) if in the sole opinion of the Board there is a compelling reason to do so. The Board is not obliged to give reasons for such a decision.

The Board is a third party within the meaning of Section 1029 (2), (4) and (5) of the Dutch Code of Civil Procedure.

15.7 An arbitrator may ask the Board at any time to release him from his assignment due to a prolonged period of illness or if he is legally or actually no longer able to fulfil his assignment.

15.8 If an arbitrator is released from his assignment, whether by the Board on one of the aforesaid grounds or otherwise on the grounds of Section 1029 of the Dutch Code of Civil Procedure, the appointment of the other members of the Arbitration Tribunal will remain fully in effect. The Board will notify the members of the Arbitration Tribunal and other parties, as soon as possible and in writing, of the decision to release the arbitrator concerned, stating which of the grounds referred to in these Regulations

has led to the release. If an arbitrator is released from his assignment, the arbitral proceedings will be suspended until a replacement arbitrator has been appointed by the Board. If the arbitrator who has been released from his assignment was appointed following his nomination by one of the parties, in accordance with the provisions of Article 13 the party concerned will be given the opportunity to submit a new nomination. If the Arbitration Tribunal comprises only one arbitrator, contrary to the previous sentence the list procedure as referred to in Article 14 will be followed again.

**16. Proceedings: general**

- 16.1 With due observance of the regulations and circumstances referred to in Article 3, the Arbitration Tribunal will determine the manner in which the proceedings will be conducted.
- 16.2 The Arbitration Tribunal will treat the parties equally. The Arbitration Tribunal will give each of the parties the opportunity to put forward and explain their positions and to express their opinions on each other's positions and on all documents and other information brought to the attention of the Arbitration Tribunal during the proceedings. In its decision the Arbitration Tribunal will not base its judgment on documents and other information on which a party has been insufficiently able to express its views.
- 16.3 The parties may submit documents until the time of the hearing as referred to in Article 21. If a party takes the view that it cannot express an opinion sufficiently on a document submitted by the other party, it may make this known to the Arbitration Tribunal, which will then decide whether the document may be admitted.
- 16.4 The parties undertake towards each other to avoid any unreasonable delay in the proceedings. The Arbitration Tribunal will take any necessary measures, at the request of a party or on its own initiative, to avoid any unreasonable delay in the proceedings. The Arbitration Tribunal will ensure the expeditious progress of the proceedings.
- 16.5 The Arbitration Tribunal may, if in its opinion there is reasonable cause to do so, extend the periods of time referred to in these Regulations, contained in the Arbitration Agreement and agreed in the context of the rules of procedure, without giving reasons.
- 16.6 Each party may be represented in the proceedings by a lawyer or other authorized representative, provided that the latter has been given written power of attorney and a copy of that power of attorney has been sent to the Bureau by email. Notifications from the Arbitration Tribunal or the Bureau to a party that has made known its wish to be so represented will be incontestably deemed to have been duly communicated if they have been sent to that party's lawyer or authorized representative.
- 16.7 The Arbitration Tribunal may at every stage of the proceedings – therefore also before the Statement of Claim and the Statement of Defence have been submitted to the Bureau – whether or not by telephone or other electronic means of communication, such as video conference – hold an arbitration pre-hearing with the parties or, at the Arbitration Tribunal's discretion, with only the parties' authorized representatives. If the Arbitration Tribunal consists of three arbitrators, it may decide that only one of them will conduct the arbitration pre-hearing as referred to in this article. During an arbitration pre-hearing the Arbitration Tribunal may, following consultation with the parties, establish the order of proceedings as well as a time schedule, whether or not provisional, for the further course of the arbitral proceedings. The

Arbitration Tribunal will confirm to the parties what has been agreed or determined at the arbitration pre-hearing.

- 16.8 The Arbitration Tribunal will be free to adjourn the proceedings until a date to be determined by it, if legal proceedings between the parties are at the same time pending in any regular court in connection with the dispute referred to SGOA and one of the parties takes the view in such legal proceedings that competent jurisdiction in respect of the dispute is reserved to the regular court.
- 16.9 The Arbitration Tribunal will adjourn the proceedings until a date to be determined by it, if both parties inform the Arbitration Tribunal that the parties are engaged in consultations in an attempt to reach a settlement.
- 16.10 If the Arbitration Tribunal consists of three arbitrators, the chairman may make an award on procedural matters of secondary importance if his fellow arbitrators have granted him the authority to do so.
- 16.11 Instead of a personal appearance of a witness, an expert or a party, the Arbitration Tribunal may determine that the person concerned is brought into contact direct with the Arbitration Tribunal and, if applicable, with other persons by electronic means. The Arbitration Tribunal will determine, in consultation with the persons concerned, what electronic means will be used for this purpose and how this will take place.
- 16.12 The parties may end arbitration at any stage of the proceedings, however only jointly.
- 16.13 If one party does not comply, or does not comply adequately, with any provision of these Regulations concerning the procedure or an order, decision or measure of the Arbitration Tribunal resulting from these provisions, the Arbitration Tribunal may attach consequences to this as it sees fit.
- 17. Statement of Claim and Statement of Defence**
- 17.1 The claimant must submit its Statement of Claim to the Bureau by email within four weeks after the notice referred to in Article 15.5 was sent. As soon as possible after receiving the Statement of Claim the Bureau will confirm receipt and send a copy thereof to the defendant and to each of the members of the Arbitration Tribunal.
- 17.2 Within four weeks of the Bureau having sent the Statement of Claim to the defendant, the defendant may submit a Statement of Defence by email to the Bureau. As soon as possible after receiving the Statement of Defence the Bureau will confirm receipt and send a copy thereof to the claimant and to each of the members of the Arbitration Tribunal.
- 17.3 The Statement of Claim and Statement of Defence will be accompanied as far as possible by the documents relied on by the parties.
- 17.4 If the defendant wishes to invoke lack of jurisdiction of the Arbitration Tribunal, it must do so in its Statement of Defence before putting up any other defence.
- 17.5 The Arbitration Tribunal is free to decide whether further statements may be submitted. Further statements will be accompanied as far as possible by the documents referred to by the parties.

- 17.6 If the claimant fails to submit a Statement of Claim or fails to explain its statement adequately within the period of time referred to Article 17.1 without putting forward any well-founded reasons, the Arbitration Tribunal may in its award, or in another manner it deems appropriate, close the arbitral proceedings, even if the defendant has indicated in its Brief Answer that it intends to pursue a counterclaim
- 17.7 If the defendant, having been given the opportunity as referred to in this article, fails to submit a defence without putting forward any well-founded reasons, the Arbitration Tribunal may give its award without delay. The claim will be allowed in the aforesaid award, unless the Arbitration Tribunal finds it to be unlawful or unfounded. Before giving its award the Arbitration Tribunal may demand of the claimant proof of one of more of its submissions.
- 18. Counterclaim**
- 18.1 In its Statement of Defence the defendant may submit a counterclaim, which will then be dealt with in the same proceedings. A counterclaim will be admissible if the same Arbitration Agreement as that on which the claim is based is applicable, or if that same Arbitration Agreement has expressly or tacitly been declared applicable by the parties.
- 18.2 The Statement of Defence submitting a counterclaim must do so in clear terms and must contain, in respect of the counterclaim, at least the information referred to in Article 8.2 (e), (f) and (g).
- 18.3 Within four weeks of the claimant having received the Statement of Defence in which the defendant submits a counterclaim, the claimant may submit to the Bureau a Statement of Reply to the counterclaim. As soon as possible after receiving the Statement of Reply to the counterclaim the Bureau will send a copy thereof to the defendant and to each of the members of the Arbitration Tribunal.
- 18.4 The Statement of Reply to the counterclaim must be confined to the counterclaim that has been submitted. If the claimant wishes to invoke lack of jurisdiction of the Arbitration Tribunal in respect of the counterclaim, it must do so before putting up any other defence in its Statement of Reply to the counterclaim.
- 18.5 The provisions of Articles 17.3 to 17.6 apply equally to the Statement of Reply to the counterclaim.
- 19. Change or increase of claim or counterclaim**  
A party may change or increase its claim or counterclaim or the grounds thereof during the arbitral proceedings, on condition that the other party is not unreasonably hindered in its defence or the proceedings are not unreasonably delayed as a result.
- 20. Interim relief**
- 20.1 During arbitral proceedings, the Arbitration Tribunal may, at the request of one of the parties, award interim relief with the exception of protective measures as referred to in Title 4 of Book 3 of the Dutch Code of Civil Procedure (*Wetboek van Burgerlijke Rechtsvordering*). The interim relief must be related to the claim or counterclaim in the pending arbitral proceedings.
- 20.2 Het Arbitration Tribunal may, in conjunction with the interim relief, require the eligible party to provide such security as it deems appropriate.

- 20.3 Unless the Arbitration Tribunal decides otherwise, a ruling by the Arbitration Tribunal on the request to award interim relief will be deemed as an arbitral award.
- 20.4 The Arbitration Tribunal may at the unanimous request of the parties, give a ruling on the merits straight away instead of a ruling on interim relief, stating the request. Such a ruling will be deemed as an arbitral award.

## **21. Hearing**

- 21.1 The Arbitration Tribunal will give the parties the opportunity to explain their positions in oral proceedings, unless both parties waive their right to do so. The Arbitration Tribunal will determine the time and location of the hearing within fourteen calendar days of the point in time when the Statement of Defence or the Statement of Reply to the counterclaim could be submitted. If the claimant and defendant reach agreement on the matter and have made this unanimously known to the Bureau, the hearing will take place by electronic means of communication, such as video conference, unless the Arbitration Tribunal deems it desirable for the hearing to be held in another manner. If the claimant and the defendant do not reach agreement on the matter, it is for the Arbitration Tribunal to decide whether the hearing will proceed by electronic means of communication, such as video conference, or in another manner. After the time and location of the hearing have been determined, the Bureau will inform the parties of this by email with due observance of a reasonable term of notice prior to the hearing. The same applies to any subsequent hearings that the Arbitration Tribunal may deem necessary. Except in special circumstances, at the discretion of the Arbitration Tribunal, a postponement of the hearing will not be granted.
- 21.2 Without prejudice to the provisions of Article 21.1, the Arbitration Tribunal may convene a hearing at any moment of the proceedings, therefore also before the Statement of Claim and the Statement of Defence have been submitted to the Bureau, and order the parties to appear.
- 21.3 In addition to the parties, their representatives, witnesses and experts, the Arbitration Tribunal may admit others to the hearing, unless either party objects. The Arbitration Tribunal will make a binding decision in response to the objection.
- 21.4 The parties may present and submit pleadings at the hearing.
- 21.5 If the Arbitration Tribunal consists of three arbitrators, one of them, or a person designated by the Bureau, will act as secretary during the hearing. If the Arbitration Tribunal consists of one arbitrator, this person will be assisted at the hearing, where possible, by a secretary designated by the Bureau. The secretary will keep a record of the proceedings during the hearing. Neither the Arbitration Tribunal nor SGOA is obliged under any circumstances to make the record of the proceedings available for inspection by the parties or provide them a copy thereof.
- 21.6 No gowns will be worn at the hearing.
- 21.7 If a party does not appear at the hearing without giving well-founded reasons, the Arbitration Tribunal may continue the hearing and give its award.

## **22. Further investigation**

- 22.1 The Arbitration Tribunal may, whether or not at the request of either of the parties:

- order a party to submit documents, including data files or copies thereof and software or other items that the Arbitration Tribunal deems relevant to the proceedings;
  - order a party who has documents relevant to the proceedings at its disposal to make them available for inspection or to produce a copy or extract thereof;
  - examine witnesses;
  - examine experts;
  - make an on-site investigation;
  - direct that the parties appear in person to give information or attempt to reach a settlement,
- all in accordance with the statutory provisions.

22.2 If the Arbitration Tribunal consists of three persons, it may decide that only one of them will conduct one or more investigative acts as referred to in Article 22.1.

22.3 If the Arbitration Tribunal is of the opinion that no further investigation is necessary in the proceedings, it will declare the investigation closed. The Arbitration Tribunal will inform the parties either orally or in writing that the investigation is closed. Once the Arbitration Tribunal has declared that the investigation is closed, it will not take into consideration any documents or communications submitted thereafter by one or more of the parties, unless it judges that there is good reason to reopen the investigation.

## Summary Arbitral Proceedings

### 23. General

In all urgent cases requiring immediate relief, an application may be submitted for interim relief, even in cases in which arbitral proceedings are already pending.

### 24. Procedure in Summary Arbitral Proceedings

24.1 Summary arbitral proceedings will commence on the day on which the Bureau receives a written Statement of Claim by email, which must show clearly that a hearing in summary arbitral proceedings is required.

24.2 The Statement of Claim in summary arbitral proceedings will contain the following information:

- a. name, address, place of residence or registered office, telephone number, email address and, if applicable, the VAT number of the claimant;
- b. if applicable, details of the claimant's authorized representative, including name, address, place of residence or registered office, telephone number and email address;
- c. name, address, place of residence or registered office, telephone number, email address and, if known, the VAT number of the defendant;
- d. if applicable, details of the defendant's authorized representative, including name, address and place of residence or registered office, telephone number and email address;
- e. a short description of the dispute;
- f. a clear description of the claim(s), if possible with a statement of the expected total of the financial interest thereof;
- g. a description of the urgency of the interim relief claimed;
- h. reference to the Arbitration Agreement, a copy of which must be sent with the Statement of Claim.

- 24.3 The Statement of Claim in summary arbitral proceedings will as far as possible be accompanied by copies of any documents that the claimant wishes to rely on. Simultaneously with sending the Statement of Claim and appended documents to the Bureau, the claimant will send copies thereof to the defendant.
- 24.4 At the same time as the Bureau sends to the defendant the Statement of Claim in summary arbitral proceedings, the Bureau will give the defendant with the opportunity to submit a Statement of Defence in summary arbitral proceedings, no later than thirty-six hours before the time set for the oral hearing referred to in Article 24.9. The Statement of Defence in summary arbitral proceedings will as far as possible be accompanied by copies of any documents that the defendant wishes to rely on. At the same time as the Statement of Defence and the attached documents are sent to the Bureau, the defendant will send a copy thereof to the claimant.
- 24.5 The Arbitration Tribunal in summary arbitral proceedings will comprise one arbitrator who has a university degree in law.
- 24.6 If at the moment the Bureau receives the Statement of Claim, arbitral proceedings are already pending between the same parties or if prior to that moment arbitral proceedings between the same parties have ended, persons forming part of the Arbitration Tribunal in those proceedings may not be appointed as arbitrator in the summary arbitral proceedings.
- 24.7 The Board will appoint the Arbitration Tribunal within seven calendar days of the Bureau receiving the Statement of Claim. The period of seven calendar days may be extended by the Bureau for compelling reasons, in which case the Bureau will notify the parties of the extension and the underlying reason.
- 24.8 The provisions of Articles 8(1), 9, 12, 13, 14, 16(3), 17 and 20 of these Regulations are not applicable to the summary arbitral proceedings. All other provisions of these Regulations apply by analogy to the summary arbitral proceedings, except in so far as deviated from in any other paragraph of this Article 24 or any other provision of these Regulations, or a provision is incompatible with the nature of the summary arbitral proceedings.
- 24.9 As soon as possible after the appointment of the Arbitration Tribunal, the Arbitration Tribunal will, if possible following consultation between the Bureau and the parties on the matter, set the time and – if the hearing does not take place by electronic means of communication, such as video conference, the location of the oral hearing. The oral hearing will take place as soon as possible after the appointment of the Arbitration Tribunal and in any case within fourteen calendar days of that appointment, unless a later date is set with the consent of both parties. As soon as possible after the time and location of the oral hearing have been set, the Bureau will inform both parties of this time and location in writing.
- 24.10 Each of the parties is entitled to submit to the Bureau, until 36 hours before the commencement of the oral hearing, a written statement regarding the dispute and/or copies of documents that it wishes to rely on, provided it simultaneously sends copies of this statement and/or documents to the other party. As soon as possible after receipt of such statements or documents the Bureau will send copies thereof to the members of the Arbitration Tribunal. It is at the discretion of the Arbitration Tribunal to decide on the admissibility of documents submitted later.

- 24.11 A counterclaim in summary arbitral proceedings will be submitted by means of a notice by email to the Bureau and the other party of the counterclaim and the information referred to in Article 24.2 (e), (f), (g) and (h) no later than 48 hours before the commencement of the oral hearing. It is at the discretion of the Arbitration Tribunal to decide on the admissibility of a counterclaim submitted later.
- 24.12 The Arbitration Tribunal will give its ruling as soon as possible but in any case within two weeks following the oral hearing. The ruling will be deemed to be an arbitral award.

## **Evidence**

### **25. Evidence**

The division of the burden of proof, the furnishing of proof, the admissibility of the evidence and the assessment of the evidence will be at the sole discretion of the Arbitration Tribunal.

### **26. Experts**

- 26.1 The Arbitration Tribunal may appoint one or more experts to give their opinion. The Arbitration Tribunal will determine in a binding decision the amount of the advance payment of costs in connection with engaging the experts concerned, and which party and/or parties must pay this advance within a period of time to be determined by the Arbitration Tribunal. The Arbitration Tribunal may consult the parties on the assignment to be given to the experts. The Arbitration Tribunal will send the parties as soon as possible a copy of the appointment and the assignment given to the experts.
- 26.2 The Arbitration Tribunal may require a party to provide the expert with the required information and to lend its cooperation as deemed useful, necessary or desirable.
- 26.3 At the request of one of the parties, the experts will be examined at a hearing of the Arbitration Tribunal. If a party wishes to make such a request, it will inform the Arbitration Tribunal and the other party of this as soon as possible.
- 26.4 Without prejudice to the provisions of Article 26.3, the Arbitration Tribunal will give the parties the opportunity to express their views of the opinion given by the experts appointed by the Arbitration Tribunal, unless the parties have agreed otherwise.

### **27. Appearance and examination of witnesses and experts**

- 27.1 The Arbitration Tribunal will determine the form in which the statements by witnesses and experts are given.
- 27.2 If an oral examination of witnesses and experts is held, the Arbitration Tribunal will determine the time and place of the examination and the way in which the examination will take place.
- 27.3 If the Arbitration Tribunal deems this necessary, it will examine the witnesses after they have taken the oath or made the solemn affirmation to tell the truth, the whole truth and nothing but the truth in the manner as laid down by law.
- 27.4 If a witness does not appear voluntarily or, having appeared, refuses to make a statement, the Arbitration Tribunal may permit the party who so requests to apply to the court in interim relief proceedings within a period of time to be determined by the

Arbitration Tribunal, in order to request that a delegated judge be appointed, before whom the witness examination will take place.

**28. Site visit**

The Arbitration Tribunal may, at the request of one of the parties or on its own initiative, within or outside the Netherlands, conduct a site visit or view items of property, unless the parties have agreed otherwise. The Arbitration Tribunal will give the parties the opportunity to be present at the site visit or viewing.

**Award**

**29. General**

29.1 The Arbitration Tribunal will judge in all fairness, unless all parties have agreed in writing that the issue will be decided by the rules of law.

29.2 In all cases the Arbitration Tribunal, in making its decision, will take account of the relevant business practices.

29.3 The Arbitration Tribunal will give its award as soon as possible, without prejudice to the provisions of Article 24.12 in respect of the award in summary arbitral proceedings.

29.4 The parties may, for the purpose of entering into settlement negotiations, jointly request the Arbitration Tribunal to adjourn its award for a period as specified in that request, not exceeding three months. After the expiry of that period, the Arbitration Tribunal will give its award.

**30. Form and contents**

30.1 The award will be recorded on paper or in electronic form. If the award is recorded on paper, at least four copies of the award will be signed by each of the arbitrators. If the award is recorded in electronic form, the award will be signed by each of the arbitrators with a qualified electronic signature.

30.2 In addition to the decision, the award will contain in any case:

- a. the names and places of residence of the arbitrator or arbitrators;
- b. the names and places of residence of the parties;
- c. the date of the ruling;
- d. the place of the ruling;
- e. the grounds on which the decision in the award is based;
- f. the determination of and order to pay the costs of arbitration and, where appropriate, the costs of legal assistance as referred to in these Regulations.

30.3 Contrary to the provisions of Article 30.2 (e), the award will not contain any grounds for the decision made if the award is merely to establish the capacity or condition of items of property or to record a settlement. In other cases, the grounds for the decision made may only be omitted if the parties have agreed to this in writing after the arbitral proceedings have been brought.

**31. Sending, filing and binding force of the award**

31.1 As soon as possible after the arbitral award has been signed by all the arbitrators, the Bureau will send each party a copy of the award in the form referred to in Article 30.1.

- 31.2 A full or partial final award will be filed by the Bureau with the registry of the court in the district in which the arbitration location agreed between the parties is situated or, if the arbitration location is Amsterdam, with the registry of the Court of Amsterdam, however only if and to the extent that the parties have agreed in writing to this filing and one of the parties has provided the Bureau with a copy of that agreement. As soon as possible thereafter the Bureau will inform the parties and each of the members of the Arbitration Tribunal in writing of the date of filing. The costs of filing will be borne equally by the claimant and the defendant, unless determined otherwise in the award. These costs will be payable by the parties to SGOA.
- 31.3 A copy of the award will be kept in the records of SGOA for ten years following the date of the award. During that period each party may request the Bureau to provide a copy of the award, on payment of the costs. Following the expiry of the period of ten years following the date of the award, the Bureau is authorized to have the award and all procedural and other documents and communications relating to the proceedings destroyed.
- 31.4 An arbitral award will be binding on the parties with effect from the day on which it is given. By agreeing to arbitration by SGOA or in accordance with its Arbitration Regulations, the parties will be deemed incontestably to have undertaken the obligation to comply with the award forthwith.
- 32. Rectification of award or supplementary award**
- 32.1 Within three months following the date of sending the award or so much earlier as agreed between the parties in writing, a party may request the Arbitration Tribunal to correct any manifest calculation or clerical error or other manifest error in the award which can be readily rectified. The Arbitration Tribunal may also proceed to make such corrections on its own initiative within a period of time agreed between the parties or up to three months following the date of sending the award.
- 32.2 If the Arbitration Tribunal has failed to give a decision on one or more matters referred to its judgment, a party may, up to three months following the date of sending the award as referred to in Article 31.1 or so much earlier as agreed between the parties in writing, request the Arbitration Tribunal to give a supplementary award.
- 32.3 The requests referred to in Articles 32.1 and 32.2 must be made by email to the Bureau. A copy of such request will be sent directly to the other party by the requester. Before the Arbitration Tribunal decides on the request referred to in Articles 32.1 and 32.2, or decides on its own initiative to proceed with the rectification as referred to in the first paragraph of this article, it will give the parties the opportunity to state their case within a period to be determined by the Arbitration Tribunal, which will not exceed thirty calendar days. The other party will send a copy of its response, if any, direct to the requester.
- 32.4 To deal with a request for rectification or a supplementary award, the Bureau may ask the requester to pay a fee and disbursements, including an advance payment for such.
- 32.5 If the Arbitration Tribunal makes a rectification or gives a supplementary award, it will note this on the copy of the award held by SGOA, sign it and record it in a separate decision signed by the Arbitration Tribunal which will be sent to the parties and be deemed to form part of the award.

32.6 If the Arbitration Tribunal rejects the request to rectify or supplement an award, the Arbitration Tribunal will inform the parties. The Arbitration Tribunal will also decide on the determination of and order to pay the arbitration expenses relating to the request to rectify or supplement the award concerned. A copy of this notice, signed by all arbitrators of the Arbitration Tribunal, will be filed with the registry of one of the courts of the Netherlands in accordance with Article 31.2, however only if and in so far as the parties have agreed in writing to the filing of the arbitral award.

### **33. Arbitral settlement award**

33.1 If the parties reach a settlement during the proceedings, the contents thereof may be laid down in an arbitral settlement award at their joint request.

33.2 The Arbitration Tribunal may demand, without giving reasons, that the arbitral award be co-signed by the parties within a period of time to be determined by the Arbitration Tribunal. If one of the parties fails to comply with the Arbitration Tribunal's request to sign the arbitral award within the period set by the Arbitration Tribunal, the arbitral award will be deemed incontestably not to have been given.

33.3 An arbitral settlement award will be deemed to be an arbitral award.

33.4 Articles 29, 30 and 31 are applicable to the arbitral settlement award, with the proviso that contrary to the provisions of Article 30.2 (e) the award does not need to contain the grounds on which it is based.

### **34. Publication**

If none of the parties object, SGOA may publish the award or cause it to be published without stating the names of the parties, and leaving out any further particulars which might reveal their identity. The parties will be deemed incontestably not to object to publication if they have not informed the Bureau of such objections by email, within six weeks after the award was sent.

## **Costs**

### **35. General**

35.1 The costs of arbitration are taken to mean the costs which in the opinion of the Arbitration Tribunal are necessarily incurred by the arbitration, and the administrative expenses as well as the fees and disbursements of the members of the Arbitration Tribunal, including the costs of the secretary designated by the Bureau, the costs of experts engaged by or on the instructions of the Arbitration Tribunal and the costs relating to hearings.

35.2 For all matters relating to the costs of arbitration not provided for in these Regulations, the Board will decide.

### **36. Liability for costs**

36.1 Any party that submits a claim or counterclaim in arbitration to SGOA accepts liability towards SGOA, and where applicable towards the other party, for paying the costs of arbitration that are owed in accordance with these Regulations and the costs of legal assistance that are owed by it as evident from a decision of the Arbitration Tribunal, even when this decision states that the Arbitration Tribunal has no jurisdiction over the case.

- 36.2 For the application of Article 36.1, a claim or counterclaim will also be taken to mean a conditional claim or conditional counterclaim.
- 36.3 If the parties reach a settlement in the dispute, they will also reach agreement between themselves on the division of the costs of arbitration, Mutual agreements on the division of the costs of arbitration are not binding to SGOA and are without prejudice to the provisions of Article 36.1.
- 37. Administrative expenses**
- 37.1 On commencement of the arbitral proceedings, the claimant will be required to pay the administrative expenses to SGOA as described in the appendix to these Regulations and calculated in accordance with the provisions of Article 37.3. If the defendant submits a counterclaim in the proceedings, the defendant will also be required to pay administrative expenses to SGOA as described in the appendix to these Regulations and calculated in accordance with the provisions of Article 37.3.
- 37.2 If during the course of the proceedings the claimant or defendant increases the respective claim or counterclaim it has submitted, an extra sum for administrative expenses will be payable by that party to SGOA in addition to the sums referred to in Article 37.1, if the value of the claim after the increase gives cause to do so, as described in the appendix to these Regulations and calculated with due observance of the provisions of Article 37.3.
- 37.3 The administrative expenses will be calculated on the basis of the scale and criteria determined by the Board, as contained in the appendix to these Regulations. A distinction is made in the appendix between (i) claims with a financial interest, (ii) claims without a financial interest, and (iii) claims partly with a financial interest and partly without a financial interest. If the administrative expenses cannot be determined on the basis of the appendix, the Bureau will decide. All amounts stated in the appendix to these Regulations will be exclusive of turnover tax.
- 37.4 The appendix and the scale and criteria contained therein may be amended by the Board at any time in accordance with Article 45.1. The revised sums will apply solely to claims to the extent submitted after the entry into effect of the change in accordance with Article 45.2.
- 37.5 The sums charged or to be charged by SGOA to the claimant and, where applicable, to the defendant, to cover administrative expenses will remain payable in full to SGOA in the event of the withdrawal or decrease of the claim or the counterclaim, respectively, and in the event of the termination of the proceedings at the parties' request or termination of the proceedings by the Arbitration Tribunal as referred to in Article 17.7.
- 37.6 The Bureau will arrange for the collection of the administrative expenses due, plus the turnover tax payable on these sums. If after the second demand in writing by the Bureau a party has failed to pay within fourteen calendar days the administrative expenses it owes, plus the turnover tax due, such party will be deemed incontestably to have withdrawn its claim or counterclaim, in which case the administrative expenses will remain payable to SGOA in full.

- 37.7 In the case of summary arbitral proceedings, the administrative expenses, increased by the turnover tax payable thereon, must have been paid prior to the oral hearing as referred to in Article 24.9.
- 37.8 The Arbitration Tribunal, the Bureau and SGOA may at any time suspend their work as long as a party has failed to pay the administrative expenses due, plus turnover tax.
- 38. Fees and disbursements of the arbitrators**
- 38.1 The fee and disbursements of each of the members of the Arbitration Tribunal will be determined by the Bureau after consultation with the arbitrators. In setting the fee, the Bureau will take into account the time spent on the case by the arbitrators, the total financial interest of the case and/or the value of the claims involved therein, the complexity of the case and the rates set out in the appendix to these Regulations. The total financial interest of the case will in principle be determined by the sum of the financial interest of the claimant's claim and the financial interest of any counterclaim of the defendant. If during the proceedings the importance of the case such as the financial interest and/or the complexity of the case increases, the arbitrators' fees may be adjusted in the interim with due regard for the rates stated in the appendix to these Regulations.
- 38.2 Disbursements of arbitrators will also include any reasonable travel and accommodation expenses, the costs of the secretary designated by the Bureau, charges of experts, costs of meeting rooms, translation costs and courier costs.
- 38.3 The Bureau will be responsible for the collection of the fees and disbursements due, plus the turnover tax due.
- 39. Advances**
- 39.1 The Bureau may require of the claimant an advance from which to pay the fees and disbursements of the Arbitration Tribunal as far as possible. If the defendant has submitted a counterclaim, it too may be required by the Bureau to pay an advance.
- 39.2 The costs of experts and of other assistance will be paid out of the advance.
- 39.3 At the request of the Bureau, the Arbitration Tribunal will consult with the Bureau about the amount of the work and costs expected by the Arbitration Tribunal, in order to determine the sum of the advance.
- 39.4 The Bureau may at any time require a supplement to the advance.
- 39.5 The Bureau will inform the Arbitration Tribunal of the determination and payment of advances.
- 39.6 The Arbitration Tribunal and the Bureau may at any time suspend their work as long as the party concerned has not paid the advance required of it. If after the second demand in writing by the Bureau a party has failed to pay the advance required of it within fourteen calendar days, it will be deemed incontestably to have withdrawn its claim or counterclaim, as the case may be. If the claim or the counterclaim is thus deemed to have been withdrawn, the party that has not paid the requested advance or addition to the advance, will remain fully liable towards SGOA for payment of the

costs of arbitration due under these Regulations that related to the claim or counterclaim concerned.

39.7 In the case of summary arbitral proceedings, the advance, increased by turnover tax payable thereon, must have been paid prior to the oral hearing as referred to in Article 24.9.

39.8 SGOA will not be liable to pay any costs not covered by an advance. No interest will be paid on the amount of the advance that has been paid.  
In the event of the withdrawal of a claim, all costs incurred by SGOA and not covered by an advance received will be recovered by it from the party that has withdrawn the claim. In such case, the Arbitration Tribunal may also decide on an alternative division of the costs between the party that has withdrawn its claim and the other party.

#### **40. Costs of legal assistance**

If the other party submits a claim to that effect, the Arbitration Tribunal may order the unsuccessful party to pay reasonable compensation for the costs of legal assistance incurred by the other party, if and in so far as the Arbitration Tribunal deems these costs to have been reasonably necessary. The Arbitration Tribunal may require a detailed specification of the costs of legal assistance to be submitted. The Arbitration Tribunal will take into account the agreement concluded between the parties regarding the payment of compensation for the costs of legal assistance.

#### **41. Determination of and order to pay costs**

41.1 In its award the Arbitration Tribunal will determine the costs of the arbitration, and the share in these costs to be paid by each of the parties. Het Arbitration Tribunal will also establish in the award what amount each of the parties has already paid in respect of administrative expenses, advance payment of fees and advance payment of disbursements.

41.2 If the award concerns a ruling for taking provisional measures, an interim award or a partial final award, the Arbitration Tribunal may defer the determination of and order to pay the costs of arbitration until a later moment in the proceedings.

41.3 If the Arbitration Tribunal orders a party to pay the costs of the arbitration, the Arbitration Tribunal will also determine in its award the amount of the reasonable compensation referred to in Article 40.

41.4 The unsuccessful party will be ordered to pay the costs of the arbitration, except in special cases at the Arbitration Tribunal's discretion. If neither party succeeds entirely, the Arbitration Tribunal may divide all or some of the costs.

41.5 If and in so far as the sum already paid to SGOA by a party to cover administrative expenses, the advance payment of fees and advance payment of disbursements exceeds the share in the costs of arbitration to be paid by this party by a sum to be referred to as 'the excess', the other party will be ordered in the award to compensate the former party for the excess. If and in so far as the total amount paid to SGOA by both parties in administrative expenses, the advance payment of fees and advance payment of disbursements exceeds the total costs of the arbitration by a sum to be referred to as 'the surplus', SGOA will repay the surplus to the party which has paid more to SGOA than the share in the costs of arbitration that it was ordered to pay in the award.

- 41.6 A party may be ordered to pay for the costs of arbitration without the other party having made an express claim to that effect.
- 41.7 If before giving the final award the assignment of the Arbitration Tribunal has been ended, the arbitrator or arbitrators concerned may also claim a reasonable amount in fees and disbursements, to be determined by the Bureau with due observance of Article 38.

## **Final provisions**

### **42. Exclusion of liability**

SGOA, the members of the Board, the staff of the Bureau, the secretary of the Arbitration Tribunal, the arbitrators and the experts appointed or interviewed by the Arbitration Tribunal are not liable, on any legal ground whatsoever, both contractually or noncontractually, for any acts or omissions relating to arbitral proceedings to which these Regulations apply, nor for the failure or faulty functioning of goods, software and email facilities that are used for the purpose of the arbitral proceedings, except in the case of intent or wilful recklessness.

### **43. Personal data**

Each party guarantees towards SGOA, the Bureau and the Arbitration Tribunal that no rights of third parties prevent the processing of the personal data submitted to the arbitral proceedings.

### **44. Depositing or filing of the Regulations**

- 44.1 The Bureau will file a copy of these Regulations with the registry of the Court of Noord-Holland in Haarlem.
- 44.2 Whenever these Regulations are amended, the Bureau will file a copy of the amended Regulations with the registry of the Court of Noord-Holland in Haarlem. The Bureau will ensure that every copy of the Regulations states the date on which the text laid down therein was filed with the registry of the aforesaid Court.

### **45. Amendments**

- 45.1 The Board may make amendments to these Regulations at any time.
- 45.2 The amended Regulations will take effect on the calendar day after they were filed with the registry of the Court of Noord-Holland in Haarlem. The amended Regulations will not apply to any arbitral proceedings already pending on the date on which the amended Regulations took effect.

These Regulations were laid down by the Board of Stichting Geschillenoplossing Automatisering, with its registered office in The Hague, on 15 November 2021, and filed with the registry of the Court of Noord-Holland in Haarlem on 25<sup>th</sup> November 2021 under number 15/2021.