

PROCEDURAL RULES OF ARBITRATION_ENG



**ANKAWA
INTERNACIONAL**

**ANKAWA INTERNATIONAL'S
ARBITRATION &
DISPUTE RESOLUTION CENTRE**

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Centro de Arbitraje y
Resolución de Disputas
CARD - ANKAWA INTL

REGLAMENTO PROCESAL DE ARBITRAJE 2023

PROCEDURAL RULES OF ARBITRATION - 2023

CHAPTER I GENERAL CONSIDERATIONS

Article 1^o.- Glossary

For the purposes of these Regulations, the terms indicated below will have the following meaning:

Arbitration: Conflict Resolution Mechanism regulated by these Regulations and supplementarily by the Arbitration Law, to which the parties voluntarily submit in order to resolve their disputes.

**International
Arbitration:**

Arbitration whose place is outside Peruvian territory and in which one of the following circumstances occurs:

- a. If the parties at the time of conclusion of the arbitration agreement have their domicile in different States.
- b. If the place of arbitration, determined in or pursuant to the arbitration agreement, is located outside the State in which the parties have their domiciles.
- c. If the place of compliance of a substantial part of the obligations of the legal relationship or the place with which the object of the dispute has a closer relationship, is located outside Peruvian territory, in the case of parties domiciled in Peru.

National Arbitration: Arbitration whose place is within Peruvian territory and that does not constitute international arbitration.

Centre: Ankawa International's Arbitration & Dispute Resolution Centre, by The Ankawa Global Group, with abbreviation CARD - ANKAWA INTERNACIONAL or CARD - ANKAWA INTL or CARD -AI.

Communications: Includes all writing, letter order, official letters, note, email addressed to any of the parties, to the Arbitral Tribunal or CARD-AI.

**Arbitration and
Dispute**

Board Council:

Collegiate body appointed by the Director of CARD - ANKAWA INTL to resolve aspects related to arbitrators, such as challenges, resignations, and/or removals and sanctions.

Arbitral Agreement: Agreement by which the parties decide to submit to arbitration all controversies or certain controversies that have arisen or may arise between them, regarding a specific contractual or other legal relationship.

- Respondent:** The party against whom a request for arbitration is made, whether composed of one or more persons.
- Claimant:** The party making a request for arbitration, whether it is composed of one or more persons.
- Arbitral Expenses:** Amount composed of the sum of the administrative expenses of the Centre and the fees of the Arbitral.
- Additional Expenses:** Amount compounded of non-standard expenses resulting from proceedings in a particular case.
- Peruvian Law:** Legislative Decree 1071 regulating arbitration, as well as its amendments.
- Request for arbitration:** Request at the CARD - ANKAWA INTL to settle a controversy through arbitration.
- Arbitral Rules:** Set of regulations approved by the General Assembly of Shareholders, composed of the Internal Rules of the Centre, the Code of Ethics, the Procedural Rules of Arbitration, the Rules of Tariffs and Payments, Directives and Communications.
- Director:** Person appointed by the General Shareholders' Assembly to be the governing body of CARD - ANKAWA INTL.
- Secretary General:** Person appointed by the Director in charge of the administration and general coordination of the work of CARD - ANKAWA INTL, of the arbitral proceedings, administration of the Dispute Resolution Boards, DABs and other functions as indicated in the Regulations, Guidelines and Communications of the Centre.
- Deputy Secretary General:** Person designated by the Director in charge of qualifying, processing or rejecting arbitration requests, emergency arbitration requests, Dispute Resolution Board, Dispute Board and other functions indicated in the Regulations, Directives and Communications of the Centre.
- Case Manager:** Person appointed by the Secretary General of CARD - ANKAWA INTL in charge of arbitral proceedings and other functions as indicated in the Rules of the Centre.
- Contact Information:** Includes full names, IDs, email addresses, telephone(s) numbers and address of the relevant parties .

Arbitral Tribunal: Collegiate body or sole arbitrator designated to resolve a controversy submitted to arbitration organized and administered by the CARD - ANKAWA INTL.

It may be made up of arbitrators included in the Centre's List of Arbitrators or by arbitrators who, without being part of said List, are designated by the parties or third parties, the latter having to undergo confirmation.

Award: Final and unappealable decision.

Article 2º.- Scope of Application of the Arbitration Rules

These rules apply to all cases in which the parties have agreed or agree to submit their present or future disputes to arbitration administered by the Ankawa International Arbitration and Dispute Resolution Centre (hereinafter CARD - ANKAWA INTL) or have incorporated the arbitration clause of CARD - ANKAWA INTL, or have submitted to the Regulations of CARD - ANKAWA INTL or according to the law of the matter.

Article 3º.- Applicable Rules

In any of the circumstances mentioned in the previous article, the parties are subject to CARD - ANKAWA INTL as the administering entity and organizer of the arbitration, and to the rules of CARD - ANKAWA INTL, with the powers and obligations established in the Arbitration Regulations, Directives and Communications of the Centre.

1. If the parties so agree, CARD - ANKAWA INTL may administer arbitrations that incorporate rules other than those referred to herein, applying in addition to these Rules. However, the Rules of Fees and Payments in force at the date of commencement of the arbitration shall always apply.
2. In all cases, the parties are prevented from modifying, conditioning, or reducing the functions assigned to CARD - ANKAWA INTL by Regulations, Directives, Codes and Communications.

Article 4.- Administrative functions of the CARD - ANKAWA INTERNATIONAL

CARD - ANKAWA INTL shall perform the following functions:

1. The parties are subject to CARD - ANKAWA INTL as the administering and organizing entity of the arbitration, with the powers and obligations established in the Arbitration Regulations, Directives and Communications.
2. The decisions of the Arbitration and Dispute Board, the Management (Director) are final and enforceable, unless otherwise provided for in the Arbitration Regulations, Directives, Codes and Communications.
3. Unless otherwise expressly agreed, the agreement of the parties to apply these Rules, will imply submission to the administration and organization of CARD - ANKAWA INTL.

Article 5º.- Decline to administer the arbitration

Exceptionally, CARD - ANKAWA INTL, through its Directorate, may decline to be designated as the body administering and organising an arbitration in the following cases:

1. When any of the parties has been sanctioned, according to the Codes of Ethics of CARD - ANKAWA INT.
2. When the periods of suspension of arbitration agreed by the parties exceed ninety (90) consecutive or alternate days.
3. When any other circumstances warrant it, under strict analysis by the Directorate.

Article 6º.- Conclusion of direct dealing or other dispute settlement mechanisms

If, prior to the submission of the request for arbitration, the parties have agreed to the application of direct dealing, negotiation, conciliation or other self-contained dispute resolution mechanism, the mere filing of the request for arbitration by one of the parties means, without admitting evidence to the contrary, the waiver by submitting prior to such mechanisms, whether or not their application has begun.

Article 7º.- Place of arbitration

Arbitrations are conducted nationally and internationally through virtual platforms provided by CARD - ANKAWA INTL.

The institutional headquarters of CARD - ANKAWA INTL is located in the city of Cusco, being able to establish liaison offices in Peru and abroad according to the requirements of the processes and prior approval of the Director of CARD - ANKAWA INTL.

Article 8º.- Seat of the arbitration

1. The parties may agree on the seat of arbitration. In the absence of agreement or in case of doubt, it is the city of Cusco. However, once the Arbitral Tribunal is constituted, after hearing the parties and assessing all the circumstances of the case, it may determine another more appropriate place.
2. Without prejudice to the determination of the seat of arbitration, the Arbitral Tribunal decides where the proceedings are to be held. In particular, the Arbitral Tribunal may hear witnesses, conduct inspections and hold consultation meetings among its members wherever it deems appropriate, taking into account the circumstances of the arbitration.
3. The award is deemed to be made at the seat of the arbitration.

Article 9.- Notifications and communications

1. Parties are notified via email or virtual communications, and in exceptional cases shall be notified to the agreed physical or postal address expressly indicated in the request for arbitration and its arbitration response or in subsequent communication.

2. If any party has not indicated an e-mail address, any other means of virtual communication or address for the arbitration or the indicated does not exist or is a similar circumstance, notifications and communications are sent to the address (or e-mail) indicated by it in the arbitration agreement or the respective contract, or failing that, at its domicile or tax domicile or habitual residence.
3. If they cannot be delivered to any of the above locations, they are considered validly received if they are sent to the last known address of the recipient or its representative by tracked mail or by some other means that records its delivery or the attempted delivery.
4. Notifications and communications are considered validly notified by only sending emails or virtual communications, tracked mail, courier service, or by any other means of telecommunication that records its dispatch or in any other form provided by the Arbitral Tribunal.
5. If the parties provide more than one email address, the notification is valid when it has been sent to any of them, and non-notification in parallel to all emails from the same party cannot be invoked, as a reason to annul the notification.
6. The parties must check their "Unwanted" or "Spam" email. It will not be accepted as a justification for not having been notified if the email is found in the Junk or Spam mailboxes.
7. A notification is considered to have been made on the day it is sent to the email or virtual party table to the recipients, its effects are computed from the day following notification.
8. Exceptionally, if the notification is made at an address, and the recipient refuses to receive a physical notification or is not at the address, this circumstance is recorded and it is considered notified for all purposes on the day.
9. The CARD - ANKAWA INTL provides electronic means (users - emails) for the presentation of communications and documents and for their notification to the parties.

Article 10^o. - Deadlines

For the purposes of calculating the deadlines, the following rules are established:

1. Time limits shall begin to run from the day following notification or communication. When the limit must be met by a body of the CARD - ANKAWA INTL or by the Arbitral Tribunal, the computation shall begin from the day following the last notification made to the parties.
2. The time limits laid down in the Regulation are computed in working days, unless it is expressly stated that they are calendar days. They are non-working days on Saturdays, Sundays, as well as public sector holidays decreed by the government of Peru or the government of the country where the seat of arbitration is located and non-working holidays in the place of the institutional headquarters of CARD - ANKAWA INTL or the parties, duly accredited.
3. Exceptionally, the arbitrators may authorize non-working days to carry out certain actions, upon notification to the parties.
4. The power to extend the deadlines may be used by CARD - ANKAWA INTL or the Arbitral Tribunal, as appropriate, in national or international arbitrations, if any other circumstance warrants such extension, even if the deadlines are expired, in which case, this must be duly attested.

Article 11º.- Arbitration Language

1. The language or languages to be used in the proceedings are agreed between the parties. In the absence of this agreement, the Arbitral Tribunal determines it without delay after its constitution.
2. The Arbitral Tribunal may order that any document presented during the proceedings in the original language be accompanied by a translation into the language agreed by the parties or determined by the Arbitral Tribunal.

Article 12º.- Rules applicable to the merits of the dispute

1. In domestic arbitration, the Arbitral Tribunal shall decide the merits of the dispute, according to national law.
2. In international arbitration, the Arbitral Tribunal shall decide the dispute following the legal rules chosen by the parties as applicable to the merits of the dispute. If the parties do not indicate the applicable legal rules, the Arbitral Tribunal shall apply such rules as it considers appropriate.
3. In arbitration with the State, the Arbitral Tribunal will decide the substance of the controversy in accordance with the rules of the Law on Contracting with the State and its other regulations.
4. The Arbitral Tribunal shall decide in equity or in conscience only if the parties have expressly authorized it to do so.
5. In all cases, the Arbitral Tribunal shall decide under the terms of the contract, taking into account applicable uses and practices.

Article 13º.- Decisions on previous matters

1. If the respondent submits objections or objections to the jurisdiction of the Arbitral Tribunal, the arbitration continues and the objections or objections are decided directly by the Arbitral Tribunal in due course.
2. If the respondent presents exceptions or objections to the administration of the Centre, the Deputy Secretary General decides that the arbitration should continue to be administered by the Centre, only if it appears, prima facie, that the possible existence of an arbitration agreement between the parties that refers to the arbitration institution or the State Contracting Law and its Regulations. The decision of the directorate does not prejudice the admissibility or basis of the exceptions or objections promoted by the parties.
3. Any decision regarding the jurisdiction of the Arbitral Tribunal is taken by the arbitrators, once the Arbitral Tribunal is constituted.
4. The directorate may decide in relation to parties or arbitration requests that the arbitration should not continue to be administered by CARD - ANKAWA INTL.
5. The provisions of this article also apply to the exceptions or objections raised by the complainant to the responses to complaints.

Article 14º.- Confidentiality

1. Unless otherwise agreed, arbitral proceedings are confidential. The arbitrators, the Director, the members of the Arbitration and Dispute Board, the general meeting of

- shareholders, the Secretary-General, the Deputy Secretary-General, the arbitration secretaries, the administrative staff of CARD - ANKAWA INTL, the parties, its dependent or independent staff, its representatives, lawyers and advisers, as well as witnesses, experts and any other person involved in such proceedings, are obliged to remain confidential on all matters and information relating to the arbitration, including the award, unless expressly authorized by the parties for disclosure or use, or where it is necessary to make them public by law.
2. The parties may make public the arbitration proceedings or, where applicable, the award, to protect or enforce a right or to file an appeal for annulment or execute the award before the Judiciary.
 3. Failure to observe the duty of confidentiality established in this rule shall be sanctioned in accordance with the provisions of the Code of Ethics and Rules of Procedure of CARD - ANKAWA INTL, without prejudice to the actions promoted by the affected person against the offender.
 4. Third parties not involved in arbitration are prevented from having access to the files and hearings, unless expressly authorized in writing by both parties. By way of exception, the Arbitral Tribunal may authorize them, provided that there is good cause. In any case, third parties must comply with the rules of confidentiality established in this article, being subject to the sanctions provided for in the Internal Regulations and Code of Ethics of CARD - ANKAWA INTL.
 5. Unless otherwise provided by either party, or where the protection of confidential information has been provided under article 15 below, after six (6) months of the conclusion of the arbitral proceedings, the CARD - ANKAWA INTL is authorized to publish the contents of the award.

Article 15º.- Protection of confidential information

1. The Arbitral Tribunal may take the necessary measures to protect the confidential information of the parties.
2. Confidential information means any information held by one of the parties, not accessible to the public, of commercial, financial or industrial importance and treated as such by the party holding it.
3. The interested party shall request the Arbitral Tribunal to treat the information as confidential, explaining the reasons that justify such a request. The Arbitral Tribunal shall determine whether such information is confidential. If it so decides, in exceptional and duly reasoned cases, the Arbitral Tribunal shall determine to whom and under what conditions this information may be disclosed in whole or in part.

Article 16º.- Certification of proceedings

1. Any of the parties or the judicial authority within its jurisdiction may request a certified copy of the arbitration proceedings or part of them, which will be issued by the Deputy General Secretary, who will certify its authenticity, upon payment of the corresponding fee, by a private service agreed upon by the parties.
2. Unless otherwise provided by either party, or where the protection of confidential information has been provided under Article 15, after two (02) years of the arbitral proceedings, the CARD - ANKAWA INTL may deliver a certified copy of the arbitral proceedings, strictly for academic purposes.

CHAPTER II REQUEST FOR ARBITRATION

Article 17^o.- Commencement of the arbitration

The arbitration begins on the date of submission of the request for arbitration addressed to CARD - ANKAWA INTL.

Article 18^o.- Filing an appearance and representation

1. The parties may appear in person or through a duly accredited representative and may be advised by the persons of their choice. The names of the representatives and advisors, their emails, telephone numbers or other references for communication purposes, must be provided to CARD - ANKAWA INTL and the Arbitral Tribunal, once installed. Any change of representative or adviser must also be notified immediately. Failure to do so may lead to sanctions.
2. The representation conferred to act within an arbitration authorizes the representative to exercise all the rights and powers provided for in the Arbitration Act and these Rules without restriction, even for acts of disposition of substantive rights discussed in arbitral proceedings, unless otherwise provided.

Article 19^o.- Filing of submissions

1. All submissions must be digitally, electronically or physically signed by the submitting party or its representative. No signature of attorney required.
2. Submissions other than the application, defense of the application, counterclaim, and their respective extensions, modifications or variations, will be presented scanned by e-mail or by the virtual platform in PDF format files, specifying that, if the documents are heavy (that is, exceeding 25 MB) they must be stored in an online system (cloud) and remote access like Dropbox, Google Drive or similar. The party submitting the letter must, send the link and, if necessary, enable access to it, to download the/file(s). The party sending the link must ensure its validity and the possibility of downloading the/file(s) to the mail established by CARD - ANKAWA INTL, by the arbitrators, the emails of the other party and their lawyers. Failure to do so may lead to sanctions by the Arbitral Tribunal.
3. All the submissions can be presented, until 23:59 hours in the seat of arbitration.
4. The case manager may request the parties to provide a physical copy of the submissions and annexes presented in digital form during the arbitration.
5. Notifications of decisions and other proceedings of the sole arbitrator, including the award, its remedies and procedural orders that resolve requests against them, can be through scanned or digital signature and by email. Being duly notified on the day of their respective shipments, without the need for acknowledgment of receipt, therefore, the deadlines will start to be computed from the following working day.

Article 20º.- Requirements for the arbitration request

The arbitration request must be submitted through the virtual platform or virtual registry of the CARD - ANKAWA INTL and must contain:

1. The identification of the claimant, including his name and the number of his identity card, accompanied by a copy of the legal authorization for representation, if acting by a representative. In the case of legal entities, the company name or company name, Tax Identification Number, the details of their registration, the name of the representative and the number of their identity card, accompanied by a copy of the respective legal representation capacity.
2. The indication of the e-mail or virtual communication means of the claimant for the arbitration, as well as the telephone number, cell phone and any other means of communication with which notifications are necessary.
3. The identification data of the respondent involved in the dispute and those necessary for its proper notification, such as the e-mail address or virtual party table, address and/or telephone number.
4. A copy of the document containing the arbitration agreement or evidence of the written commitment between the parties to submit their disputes to arbitration administered by CARD - ANKAWA INTL or, where applicable, the claimant's intention to submit a particular dispute to institutional arbitration, notwithstanding the absence of an arbitration agreement.
5. The description of what will be the subject of the claim, including a summary of the dispute, indicating its possible claims and the amount involved, if these are determined. These claims may be extended or modified at a later date, in accordance with article 39 of the Arbitration Act (Peruvian Law) and the expiry periods set out in the applicable special law (Peruvian Law).
6. The name of the arbitrator appointed from the CARD - ANKAWA INTL panel of arbitrators, or the name and e-mail of the arbitrator he/she proposes as appropriate, as well as the form for his/her appointment or the request for the CARD -ANKAWA INTL Address to make the appointment.
7. Any clarification regarding the rules applicable to arbitration.
8. When a precautionary measure has been executed by a judicial authority or emergency arbitrator, a copy of the relevant documents must be provided.
9. The express acceptance of knowing and submitting to the Regulations, Directives and Codes of CARD - ANKAWA INTL, being that, if not manifested, the submission is understood in a tacit way.
10. Copy of proof of payment for arbitration request fee.

Article 21º.- Admission for processing of the arbitration request

1. The Deputy General Secretariat is empowered to verify compliance with the requirements of the arbitration request, indicated in article 20.
2. If the Deputy General Secretariat finds the arbitration request acceptable, it will inform the defendant, so that he may file an appearance, within a period of five (5) business days of notification, and will send a communication to the plaintiff informing him that his arbitration request was admitted.
3. If it finds that the arbitration request does not meet the requirements indicated in these Regulations, it will give the claimant a period of three (3) business days to correct the omissions. If the latter does not carry out the correction within the period granted, the Deputy General Secretariat, at its sole discretion, may extend the period of correction, according to the circumstances or, failing that, it will order the termination of the proceedings, without prejudice to the right of the claimant to resubmit the application.

4. The decision of the Deputy General Secretariat regarding whether or not to admit the arbitration request for processing is unchallengeable.
5. Any appeal or preliminary question relating to the jurisdiction of the Arbitral Tribunal shall be decided exclusively by the Arbitral Tribunal, once constituted, the disputing party shall pay 50% of the arbitral expenses reported by the Deputy -Secretary-General in the first settlement.

Article 22º.- Additional powers of the Deputy-Secretary-General

1. After the expiration of the period for acquitting the transfer of the request for arbitration or any other circumstance that merits it, the Deputy General Secretariat may summon the parties to a preliminary hearing, if deemed so.
2. The Deputy General Secretariat, in the event of opposition to the arbitration, must send the opposition to the claimant so that within three (3) working days of notification it is absolved. Whether or not such pronouncement has been made, the Deputy General Secretariat shall take a final decision.
3. Where the respondent objects to the request for arbitration on grounds other than the interpretation of the arbitration agreement, the Deputy General Secretariat shall reject such opposition outright and the interested party may make it before the arbitrators, by this Regulation. The decision of the Deputy-Secretary-General is final.

Article 23º.- Filing a response

Within five (5) days of notification of the request for arbitration, the respondent shall respond, specifying the following:

- a. Name and identity card number, or, where applicable, that of the representative, accompanied by a copy of the legal representation capacity. In the case of legal entities, the company name, the details of its registration in the corresponding tax number, the name of the representative and his/her identity card number must be indicated, accompanied by a copy of the respective powers of representation.
- b. Indication of e-mail or other virtual means of communication for arbitration, as well as the telephone number, cell phone or any other means of communication for notifications. The notifications will be made to the e-mail address registered in the file. If this information changes, this must be communicated immediately to CARD - ANKAWA INTL.
- c. A summary of its position on the dispute that the claimant submits to arbitration, indicating its possible intentions to make a counterclaim and the amount involved, if quantifiable. These claims may be subsequently extended or amended, under Article 39 of the Arbitration Act (if national arbitration applies).

- d. The name of the arbitrator appointed from the CARD - ANKAWA INTL panel of arbitrators, or the name and e-mail address of the arbitrator he/she proposes when appropriate, as well as the form for his/her appointment or the request for the CARD - ANKAWA INTL to make the appointment.
 - e. Any clarification regarding the rules applicable to arbitration.
 - f. The express acceptance of knowing and complying with the CARD - ANKAWA INTL Regulations, being that, if not manifested, the compliance is assumed.
2. If the respondent does not respond within the prescribed period, the arbitration shall continue.
3. If the opposition to the request for arbitration does not comply with the requirements outlined in these Rules, a period of three (3) working days shall be granted to remedy the omissions, which may be extended, exceptionally, at the discretion of the Deputy Secretary-General. In the event that the omissions are not corrected or the request is not answered, the Deputy General Secretariat shall continue with the processing of the arbitral proceedings.
4. In the same opposition to the request for arbitration, the respondent may object to the commencement of the arbitration on the grounds of the absolute absence of an arbitration agreement, which shall be resolved by Article 22° of these Rules.

Article 24°.- Request for incorporation into arbitration

Either party may request the incorporation of a non-signatory of the arbitration agreement into an ongoing arbitration. Such request shall be decided by the General Secretariat, in case there is not yet an arbitral tribunal constituted.

The Deputy General Secretariat shall transmit the request to the counterparty and the non-signatory for a period of three (3) working days. With their agreement, the Deputy-Secretary-General shall arrange for their incorporation.

If the request for incorporation is made by a person who is not a signatory of the arbitration agreement, the same procedure as the previous paragraph shall be followed and incorporation shall only be made with the agreement of both parties.

Article 25°.- Consolidation

In the event of a request for arbitration relating to a legal relationship of which there is another request pending between the same parties, arising from the same arbitration agreement and the arbitral tribunal has not yet been constituted, either party may request the Deputy General Secretariat to consolidate such requests. With the agreement of the counterparty, the Deputy-Secretary-General shall arrange for its consolidation.

If a request for arbitration containing claims relating to more than one legal relationship between the same parties is submitted, it may be dealt with as a single request, subject to the express consent of both parties; otherwise, the claimant must separate the forms of order sought, each of which must be dealt with independently. For all purposes, the dates of receipt of separate requests for arbitration shall be as set out in the original request.

Once the arbitral tribunal is constituted, either party may request from the arbitrators the consolidation of two or more arbitrations as long as they are related to the same legal relationship that gave rise to the arbitration that follows between the same parties. Subject to their agreement, the arbitrators shall arrange for consolidation of claims.

In the case of consolidation of arbitrations subject to special rules, this procedure should be applied.

CHAPTER III ARBITRAL TRIBUNAL

Article 26°.- Number of arbitrators

1. The Arbitral Tribunal is composed of one or three arbitrators, according to the agreement between the parties.
2. When the parties have not reached an agreement on the number of arbitrators, the Director shall appoint a single arbitrator, unless the dispute warrants the appointment of three (3) arbitrators. In this case, each party shall appoint an arbitrator within three (3) working days of notification of the decision of the Director and shall follow the rules set out in Article 28.
3. If the arbitration agreement establishes an even number of arbitrators, the arbitrators appointed shall appoint an additional arbitrator, who shall act as president of the arbitral tribunal. If no such appointment is made within three (3) working days of being required, the designation shall be made by the Director.
4. Unless otherwise agreed, the appointment of the arbitrators shall be made in accordance with the provisions of these Rules.

Article 27°.- Qualification of the arbitrators

1. Arbitrators may be professionals with current registration on the panel of arbitrators of CARD - ANKAWA INTL, exceptionally natural persons who are in full exercise of their civil rights, provided they do not have incompatibility or conflict of interest to act as arbitrators, the same ones that must be confirmed by the Director, according to the current directive.
2. Unless otherwise agreed by the parties, the nationality of a person shall not prevent him from acting as arbitrator.
3. In national arbitration to be decided in law, an attorney-at-law is required, if he/she is the sole arbitrator or president.
4. In international arbitration, there is no requirement to be a lawyer to hold the position.
5. In arbitration with the State (Peru), the arbitrator of a Party appointed by the State or Entity shall be registered in the National Register of Arbitrators - OSCE (Peru) in accordance with the special regulations in force.

Article 28º.- Procedure for designation, formation and confirmation of the Arbitral Tribunal.

1. If the parties have established the procedure to be followed for the appointment of the Arbitral Tribunal, the Deputy Secretary-General shall verify its compliance and may supplement it as necessary.
2. In the absence of the provisions of the preceding paragraph, the procedure for designating the Arbitral Tribunal shall be governed by the following rules:
 - a. Unless it has been agreed that the dispute shall be settled by a sole arbitrator or other appointment procedure has been provided, each party may appoint an arbitrator in the request for arbitration or in its response - file of appearance, as appropriate, whether or not they are included on the CARD - ANKAWA INTL Arbitrators' Panel, if they are not on the list, the procedure established in the Arbitrators' Confirmation Directive will be initiated. The Deputy Secretary General shall notify the arbitrators appointed by the parties to express their acceptance of the appointment within three (3) working days of notification, subject to the provisions of paragraph b) of this Article.
 - b. If the arbitrator appointed by one or both parties, or by the party arbitrators, as the case may be, has been removed from the CARD - ANKAWA INTL roster or is suspended or prevented from joining, the Deputy Secretary General shall notify the appointee so that within three (3) working days a new arbitrator is appointed.
 - c. If the appointed arbitrator declines or does not agree within three (3) working days of notification, the Deputy Secretary General shall grant the appointing party an equal period of time to appoint another arbitrator.
 - d. Once the procedures referred to in the preceding paragraphs have been completed, as the case may be, the arbitrators will proceed to appoint the arbitrator who will preside over the Arbitral Tribunal, within three (3) working days, after the Deputy Secretary General has informed them that their nominations have become final and that there is no pending challenge against them. In domestic arbitrations, the appointment of the president should be made among the members of the CARD INTL Arbitrators Panel.
3. Once an arbitrator has been appointed by one of the parties, such appointment may not be revoked if it has been communicated to the other party.
4. To confirm an arbitrator who is not on the CARD - ANKAWA INTL Panel of Arbitrators, the Director takes into consideration, among other criteria, his availability and aptitude to conduct the arbitration by the Rules, the terms of its declaration of impartiality and independence, as well as the specialty and experience in the matter at issue in the case in question, the requirements imposed by the parties and any other relevant circumstances. International arbitration also takes into account the nationality or residence of the arbitrator and knowledge of the language or languages applicable to the arbitration.
5. Considering that the position of arbitrator involves qualifications proper to a trust function and the appreciation of not only intellectual aptitudes in relation to a singular conflict and specific parts, the decisions of the Director to confirm or not an arbitrator in a specific case are final, do not require expression of reasons and does not create precedent for future arbitrations.

Article 29º.- Appointment of arbitrators by the Director

1. In the absence of the appointment of one or more arbitrators, in accordance with article 28, the Director shall make the appointment requested by the General Secretary, among the members of the Panel of Arbitrators of CARD - ANKAWA INTL, within three (03) working days.
2. If either party has delegated the appointment procedure to CARD - ANKAWA INTL, the General Secretary will request such appointment to the Director, who will make it among the members of the List of Arbitrators of CARD - ANKAWA INTL.
3. The Director shall make the appointment following a random allocation procedure, taking into account, as far as possible, the nature of the dispute, the availability of time, the specialism required and shall also do so, as far as possible, on a rotational basis.
4. In international arbitration, in the case of a sole arbitrator or the chairman of the arbitral tribunal, the Director shall take into account the advisability of appointing an arbitrator of a nationality other than that of the parties.
5. In international arbitration, subject to justification, the Director may appoint as arbitrator a person who is not a member of the CARD ANKAWA INTL Panel of Arbitrators.
6. After the appointment of the arbitrator, the General Secretary will proceed to notify it so that it expresses its acceptance or not within three (3) working days of notification.
7. The absence of a statement by the arbitrator about his appointment, within the previous period, means his refusal to accept it.

Article 30º.- Plurality of claimants and defendants

In all cases of appointment of the Arbitral Tribunal, in case one or both parties, claimant or defendant, is composed of more than one natural or legal person, the arbitrator to be appointed shall be appointed by common agreement between them. In the absence of agreement, the Director shall proceed with the designation.

Article 31º.- Impartiality and independence

1. Arbitrators do not represent the interests of the parties and hold office with strict independence, impartiality and absolute discretion. In the performance of their duties they are not subject to order, disposition or authority which impairs their powers, and they also enjoy professional secrecy.
2. Arbitrators are at all times subject to conduct following the CARD INTL Code of Ethics.

Article 32º.- Grounds for recusal

1. Arbitrators appointments may be challenged only for the following reasons:
 - a. When the arbitrators do not meet the requirements established by the parties or required by law, by special rules or by the Regulations and Directives of the CARD - ANKAWA INTL.
 - b. When there are circumstances that give rise to justified doubts regarding their impartiality or independence.

2. The parties may not challenge the arbitrators appointed by themselves, or in whose appointment they have participated, unless the cause for the challenge has only become known after their appointment.

Article 33^o.- Recusal procedure

1. To challenge an arbitrator, the following procedure shall be followed:
 - a. A party challenging an arbitrator shall notify the Secretary-General in writing of the challenge, stating the facts, grounds and evidence of the challenge.
 - b. The challenge shall be submitted within five (5) working days of having become aware of the challenged arbitrator's acceptance or, where applicable, of the circumstances that gave rise to the reasonable doubt as to the arbitrators' impartiality or independence.
 - c. The Secretary General shall bring such challenge to the attention of the challenged arbitrator and the other party in compliance with their right of being notified, within five (5) working days. It shall also inform the other members of the Arbitral Tribunal of their objection, if any.
 - d. If the other party agrees with the challenge, or the challenged arbitrator voluntarily resigns, the challenge shall be struck off, without implying that the reasons for the challenge are valid.
 - e. The Secretary-General shall bring to the attention of the Arbitration and Dispute Board all submissions relating to the challenge for resolution.
 - f. The Arbitration and Dispute Board may summon the parties and the challenged arbitrator to a hearing to present their respective positions.
2. Once the time limit for the issuance of the award has begun, any challenge is inadmissible. However, the arbitrator must consider his resignation, taking into account the contents of the Code of Ethics of CARD - ANKAWA INTL, if he/she is in a circumstance that affects his impartiality or independence.
3. The process of recusal does not interrupt the development of the arbitration, unless the Arbitral Tribunal considers that there are reasonable grounds for doing so, in which case the deadlines are suspended.
4. If the objection is unsuccessful, the objecting party may challenge the decision only using the appeal for annulment of the award, if he/she considers so.

Article 34^o.- Removal

1. Where an arbitrator is prevented in law or in fact from performing his duties, or for any other reason does not perform them within a reasonable time, the arbitration and dispute board may, on its own initiative or upon request remove such arbitrator.
2. The party requesting removal shall follow the procedure provided for in Article 33, paragraph 1, if applicable.

Article 35°.- Reluctance

1. If any of the arbitrators refuses to participate in the proceedings or is repeatedly absent from the deliberations of the Arbitral Tribunal, the other arbitrators, once they have communicated such a situation to the parties, CARD - ANKAWA INTL and the reluctant arbitrator, may remove the reluctant arbitrator; the Tribunal is entitled to continue with the arbitration and to issue any decision or award.
2. If at any time the other arbitrators decide not to continue the arbitration without the participation of the reluctant arbitrator, they will notify their decision to CARD - ANKAWA INTL and the parties. In this case, the Arbitration and Dispute Board of the Centre may order the removal of the reluctant arbitrator, on its initiative or at the request of a party, under the procedure provided for in Article 33, paragraph 1, if applicable.

Article 36°.- Resignation

1. The position of arbitrator is subject to resignation for reasons that are within the sole discretion of the Director. To this end, the arbitrator must present a communication, duly motivated, addressed to the Secretary General.
2. If the request for resignation is manifestly baseless, the Arbitration and Dispute Board may apply the sanctions outlined in the CARD ANKAWA INTL Code of Ethics.

Article 37°.- Appointment of a substitute arbitrator

1. The appointment of a substitute arbitrator shall take place in the following cases:
 - a. Challenge declared founded.
 - b. Resignation.
 - c. Removal.
 - d. Reluctance.
 - e. Death.
2. Where the appointment of a substitute arbitrator is necessary for any reason, the same procedure shall be followed for the appointment of the replaced arbitrator. Arbitration proceedings shall be suspended until the appointment of the new arbitrator has become final and there is no challenge pending.
3. Once the Arbitral Tribunal is reconstituted, the arbitral proceedings will continue from the point at which they were suspended. However, in the event of replacement of the sole arbitrator or the chairman of the arbitral tribunal, they shall decide, in their sole discretion, whether it is necessary to repeat all or some of the above proceedings. In case of replacement of any other arbitrator, the Arbitral Tribunal decides.

CHAPTER IV ARBITRAL PROCEEDINGS

Article 38°.- Rules applicable to arbitration

1. Subject to the provisions of these Rules, the Arbitral Tribunal shall conduct the arbitral proceedings following the provisions of these Rules.

2. The Arbitral Tribunal is competent to resolve all issues arising during the arbitration.
3. If there is no applicable provision in the rules, the Arbitral Tribunal shall apply whatever rules it deems relevant for the proper conduct of the arbitration and may apply the rules of the Arbitration Act as a default. If there is no applicable rule in the Law, the Arbitral Tribunal may, in its discretion, resort to arbitral principles as well as to uses and practices in arbitral matters.
4. The Arbitral Tribunal may, at its discretion, extend the time limits it has set for the arbitral proceedings, even if those time limits expired.

Article 39º.- Constitution of the arbitral tribunal

1. Once the Arbitral Tribunal is constituted, it will issue the procedural order, informing the procedural calendar, and will begin the calculation of the deadlines established in the regulations CARD - ANKAWA INTL.
2. In the procedural order, the Arbitral Tribunal may include additional provisions applicable to the arbitral proceedings.
3. The Arbitral Tribunal may organize a meeting with the parties through the platform provided by the Centre to report on the procedural schedule and shall urge the participants in the arbitration to act correctly, in good faith, and to contribute to the efficient and effective development of the process to avoid unnecessary delays, taking into account the complexity and amount of the dispute.

Article 40º.- Claim and defense

1. Within twenty (20) days following the notification of the procedural order declaring the constitution of the Arbitral Tribunal, the claimant must file his claim, unless otherwise provided by the arbitrators.
2. The request must contain:
 - a. The parties' contact information, which includes the email or e-mails, virtual communication means, the defendant's physical address, and a telephone or cellphone number for contact;
 - b. The nature and circumstances of the dispute;
 - c. A statement of the facts and the law, if any, on which the application is based;
 - d. The claims that are formulated; and
 - e. The evidence that supports the content of the claim.
3. The statement of claim shall be submitted to the Centre through the platform provided by the Centre in Procedural Order No 1, with a copy to the emails of the case manager and the members of the Arbitral Tribunal and the mail or couriers indicated by the respondent.
4. From the day following receipt of the claim, the counterparty must, within twenty (20) business days, acknowledge and respond to the claims. If the respondent raises exceptions or objections to the jurisdiction of the Arbitral Tribunal, it must do so within the same time limit for the defense, setting out the relevant grounds of fact and law.

5. If the defendant presents a counterclaim, he must also comply with the requirements set forth in paragraph 2 of this Article. The counterclaim must be answered by the claimant within twenty (20) business days of notification.
6. In order to identify the evidence that the parties provide to the process, the following detail must be provided:
 - a. The evidence accompanying the claim shall be identified with the letter "A", followed by the test number. Example: "A-1".
 - b. The evidence accompanying the defense shall be identified with the letter "B", followed by the test number. Example: "B-1".
 - c. The evidence accompanying the counterclaim shall be identified with the letter "C", followed by the test number. Example: "C-1".
 - d. The evidence accompanying the defense to the counterclaim shall be identified with the letter "D", followed by the test number. Example: "D-1".Evidence which does not comply with this paragraph shall be deemed not to have been offered or presented unless the Arbitral Tribunal decides otherwise.
7. Evidence is deemed to be admitted to the arbitral process from the time of its presentation or, as the case may be, its offer by the interested party, without the need for any declaration by the Arbitral Tribunal, except where objections are made by a party.
8. Objections to the evidence of the claim or counterclaim are filed together with the respective defense. Objections to evidence presented in other submissions must be made within five (05) business days of presentation and responded to by the other party within the same period. The Arbitral Tribunal decides on these objections at any time it deems appropriate before the closure of the proceedings.
9. In the absence of agreement of the parties, the Arbitral Tribunal decides whether there is a need to file other pleadings in addition to the claim and the defense, and sets the time limits for compliance with the procedural schedule, which the parties are obliged to comply with.
10. The Arbitral Tribunal may extend or adjust the time limits set out in this article for justified reasons.

Article 41°.- Amendments to the claim and defense

1. In the course of the proceedings, either party may modify or extend its claim or defense, including making new claims, until notification with the procedural order where the Arbitral Tribunal determines the disputed points, the Arbitral Tribunal shall assess their relevance or otherwise, given the status of the arbitration or any other circumstances it considers relevant.
2. In any event, a party may not modify or extend a claim or response if such modification or expansion is outside the scope of the convention or arbitration agreements.

Article 42°.- The capacity of arbitrators to rule on their competence

The Arbitral Tribunal is solely competent to decide on its own jurisdiction, including on exceptions or objections to arbitration relating to nonexistence, nullity, voidability, invalidity or ineffectiveness of the arbitration agreement or because the arbitration was not agreed to resolve the disputed matter or any other circumstances which preclude it from taking part in the assessment of the dispute.

Exceptions by statute of limitations, lapse, res judicata and any other provision intended to prevent the continuation of arbitral proceedings fall within the scope of this Article.

Article 43º.- Exceptions and objections to arbitration

1. The parties may propose exceptions and objections to the arbitration until they respond to the claim, counterclaim or simultaneous submission of positions, as appropriate. Such exceptions or objections shall be brought to the attention of the counterparty for ten (10) working days, during which the counterparty shall be able to demonstrate the convenience of their right.
2. The Arbitral Tribunal shall determine at its discretion the time at which it shall resolve the objections to the arbitration, and may even rule on these aspects together with questions relating to the merits of the dispute. The decision of the Arbitral Tribunal cannot be challenged, without prejudice to the application for annulment of the award, whether the opposition or objection has been rejected or protected.

Article 44º.- General rules applicable to hearings

For the conduct of the hearings the following will be observed:

1. The Arbitral Tribunal may summon the parties to one or more hearings on the matters to be decided by the Arbitral Tribunal. At such hearings, the evidence determined by the arbitral tribunal may be used.
2. The hearings, conferences or meetings will be held in a virtual manner, for which the Centre will give access to a secure digital platform, these will be recorded and will remain as part of the arbitration file, being notified jointly with the act signed only by the Arbitral Secretariat.
3. The Arbitral Tribunal shall convene the parties on the dates set out in the procedural schedule; and the Case Manager shall notify the parties of the hearing by e-mail at least five (05) business days in advance by sending a reminder of the virtual hearing, indicating its date and time, as well as: i) the link, link to the platform to be used, ii) the instructions for connection and iii) how the parties must prove their identity.
4. If one or both parties do not attend a hearing, the Arbitral Tribunal may continue the hearing.
5. The Arbitral Tribunal is entitled to summon the parties to as many hearings as may be necessary, at any time before the issuance of the award, provided that it considers that this contributes to the clarification of the dispute submitted to arbitration.
6. The Arbitral Tribunal or the Centre establishes the rules and protocols for the conduct of hearings.
7. Prior to the conduct of a hearing, one day in advance, the parties must send to the Arbitration Secretary, by e-mail, their respective lists of participants, indicating the support of their participation and if necessary by accrediting their representation. Unless authorized by the Arbitral Tribunal, only persons whose names have been entered in the lists shall participate in the hearing.

8. In case either party will request the rescheduling of any of the scheduled hearings, they must do so at least three (03) working days in advance, stating the reasons for their request, which must be accompanied by the appropriate proof, otherwise they shall not be admitted.
9. The Arbitration Secretary shall record the attendance record of the participants to the hearing, which shall be sent to the Sole Arbitrator and parties.

Article 45°.- Determination of the issues to be decided by the Arbitral Tribunal

1. When the positions of the parties are presented, in accordance with Article 44, the Arbitral Tribunal may summon them to a hearing or fix them by Procedural Order, for the following purpose:
 - a. Determine the issues to be decided by the Arbitral Tribunal.
 - b. Admit or reject the evidentiary means offered by the parties, without prejudice to the powers contained in article 46.
 - c. To arrange, if deemed appropriate, for one or more hearings on the matters to be decided by the Arbitral Tribunal. At such hearings, the evidence determined by the arbitral tribunal may be used.
2. The Arbitral Tribunal may order the joining of two or more arbitrations or arrange for joint hearings, unless otherwise agreed.

Article 46°.- Evidence

1. Unless otherwise provided by the Arbitral Tribunal, evidence is offered and, where appropriate, presented with the claim, counterclaim and their respective responses. If evidence is not available to a party or requires action, it must be expressly referred to in such submissions. Any evidence offered or presented after these submissions is accepted only when, at the discretion of the Arbitral Tribunal, the delay is justified.
2. The Arbitral Tribunal exclusively determines the admissibility, timeliness, relevance and value of the evidence submitted.
3. Unless otherwise provided by law, each party bears the burden of proving the facts on which it bases its claims or defenses.
4. At any time during the proceedings, the Arbitral Tribunal, on its own initiative or at the request of a party, may order that any of the parties provide the additional evidence it deems necessary within the period determined by it.
5. The Arbitral Tribunal may decide to examine witnesses, experts appointed by the parties or any other person, in the presence of the parties, or in their absence, provided that they have been duly summoned.
6. The Arbitral Tribunal may dispense evidence when it considers itself sufficiently informed or for any other reasonable reason.

7. If the evidence is purely documentary, the Arbitral Tribunal may decide the dispute without the need for hearings, unless a party requests a hearing.
8. All the evidence offered in the process must be legible, under penalty of not being admitted by the Arbitral Tribunal.

Article 47º.- Experts

1. The Arbitral Tribunal has the power to appoint on its own initiative or at the request of the parties, one or more experts who may be natural or legal persons, to rule on matters determined by the Arbitral Tribunal.
2. For this purpose, the Arbitral Tribunal may require either party to provide the expert with all relevant information by presenting the necessary documents or objects or by facilitating access to them.
3. Once the expert's opinion has been received, the Arbitral Tribunal will notify the parties, so that they may express their opinion or observations regarding the opinion, within the period determined by the Arbitral Court at its discretion.
4. The parties may provide expert opinions by experts freely appointed by them, unless otherwise agreed.
5. The Arbitral Tribunal is entitled, if it deems it appropriate, to summon the experts appointed by it to a hearing in order to explain its opinion. It may also summon party experts for this purpose. The Arbitral Tribunal may freely determine the procedure to be followed at this hearing.
6. The expenses derived from the actions of the expert must be assumed by the parties.

Article 48º.- Rules applicable to the performance of declarations

1. The Arbitral Tribunal may, on its own initiative or at the request of one of the parties, summon a person to testify on facts or circumstances relating to the arbitration.
2. The Arbitral Tribunal has discretion to regulate the processing of the declaration.

Article 49º.- Arguments and final conclusions

The Arbitral Tribunal may, on its own initiative or at the request of one of the parties, invite the experts to submit their arguments and final conclusions.

Article 50º.- Closing of arbitration proceedings

1. When the Arbitral Tribunal considers that the parties have had a reasonable opportunity to present and prove their positions on the matters to be decided in an award, it proceeds to declare the closure of the proceedings and, where appropriate, to set the time limit for the award.
2. Once the proceedings have been closed, no written statement, pleading or evidence may be submitted or received in relation to the matters to be decided in an award; except that, in exceptional circumstances, the Arbitral Tribunal shall at its discretion, order the reopening of the proceedings before the award.

Article 51º.- Reluctant party

Without alleging sufficient cause and at the discretion of the Arbitration Court:

1. A plaintiff who fails to file his claim within the relevant time limit shall terminate the proceedings unless, after hearing the defendant, the arbitral tribunal expresses its willingness to pursue any claim.
2. The respondent does not file its defense to the claim, or the plaintiff does not file its defense to the counterclaim, within the appropriate time frame, the Arbitral Tribunal will continue the proceedings, without that omission being regarded as an acceptance of the applicant's allegations.
3. A party fails to appear at a hearing, to present evidence or to exercise its rights at any time, the Arbitral Tribunal may continue the proceedings and make the award on the basis of the evidence available to it.
4. If one of the parties does not appear without a justified reason, despite having been duly summoned, to a hearing, conference or meeting, the Arbitral Tribunal may hold the hearing, conference or meeting.

Article 52º.- Reconsideration

1. Against procedural orders other than the award, reconsideration is possible only within five (5) business days of notification of the Procedural Order.
2. The review does not suspend the enforcement of the contested Procedural Order, unless the Arbitral Tribunal decides otherwise.
3. The decision resolving the review is final and unchallengeable.

Article 53º.- Approval of Award and other forms of conclusion

1. If, before a final award is issued, the parties reach an agreement on the disputed matter and request the Arbitral Tribunal to record the said agreement in an award, the Arbitral Tribunal dictates it without the need to give reasons, except if considers necessary to do so. In other cases, the Arbitral Tribunal orders the termination of the proceedings. Arbitration continues in relation to issues that are not the subject of the parties' agreement.
2. If, before the award is rendered, either party withdraws its claim or counterclaim for any reason, the Arbitral Tribunal orders the termination of the respective proceedings, unless the other party reasonably requests a ruling from the arbitrators.
3. The parties may withdraw from the proceedings prior to notification of the closure of the arbitral proceedings, in accordance with article 50, for which they must pay the fee established in the Rules of Fees and Payments of the Centre.

CHAPTER V CONSERVATIVE MEASURES

Article 54º.- Conservative measures in arbitral proceedings

Once the Arbitral Tribunal has been constituted at the request of either party, the arbitrators may issue conservative measures as they deem necessary to ensure the effectiveness of the award, and may demand guarantees as they deem necessary to ensure the recovery of damages that may be caused by the execution of the measure.

An interim measure shall mean any temporary measure contained in a reasoned decision in the form of an award or not, whereby, at any time prior to the issuance of the award which resolves the dispute definitively:

1. Maintain or restore the status quo pending resolution of the dispute.
2. To take measures to prevent any present or imminent damage or undermining of the arbitral process, or to refrain from carrying out certain acts likely to cause such damage or prejudice to the arbitral process.
3. That provides some means to preserve assets that allow the subsequent award to be enforced; or
4. That preserves elements of evidence that could be relevant and pertinent to resolve the controversy.

Article 55º.- Conservative measure in judicial court

The conservative measures requested from a judicial authority prior to the constitution of the Arbitral Tribunal are not incompatible with arbitration nor can they be considered a waiver of it.

Article 56º.- Expiration of the conservative measure

Conservative measures issued in court prior to arbitration expire in accordance with the following:

1. If, after enforcement of the conservative measure, the party benefiting from the interim measure does not request the commencement of arbitration within ten (10) working days, unless it was initiated earlier.
2. If the Arbitral Tribunal is not constituted within ninety (90) working days of enforcement of the measure.

Article 57º.- Conservative Measure issued by Emergency Arbitrator

1. Until the constitution of the Arbitral Tribunal, either party may request the Centre to appoint an emergency arbitrator, in accordance with the provisions of the relevant Directive, who, once constituted, shall be entitled to issue such interim measures as it deems necessary, the procedure laid down in the Directive for the Emergency Arbitrator Service of the Centre being applicable and, as appropriate, the regulation of interim measures in the Arbitration Act.

2. The jurisdiction of the Emergency Arbitrator is extinguished by the constitution of the Arbitral Tribunal.
3. The right of the parties to call an Emergency Arbitrator does not prevent either party from requesting the competent judicial authority to issue conservative measures.

Article 58°.- Processing of the conservative measure

Before deciding, the arbitrators inform the opposing party of the conservative measure; however, they may issue an interim measure without the opposing party's knowledge where the applicant justifies the need not to do so to ensure that the measure's effectiveness is not frustrated. Once the conservative measure has been executed, an appeal for reconsideration may be lodged within five (05) working days of notification of the decision.

Article 59°.- Variation in the conservative measure

At the request of a party or exceptionally ex officio, the arbitrators are entitled to modify, replace, and rescind the conservative measures they have ordered, as well as the interim measures ordered by a judicial authority, even in the case of final judicial decisions. In any event, the arbitrators notify the parties of the decision modifying, replacing, or rescinding an interim measure.

Article 60°.- Responsibility

The parties shall be liable for the costs and damages incurred by the counterparty in the enforcement of the requested conservative measures, provided that the arbitrators consider that in the circumstances the measure should not have been granted. In this case, the arbitrators may order the applicant at any time during the proceedings to pay the costs and damages.

Article 61°.- Conservative measures in judicial court and competence of arbitrators

Once the Arbitral Tribunal has been constituted, the parties may inform the judicial authority of this fact and request the transfer of the file in the state under responsibility. Without prejudice to this, either party may submit to the arbitrators a copy of those acts.

The delay of the judicial authority in the transfer of the proceedings of the conservative measure does not prevent the arbitrators from deciding on the interim measure requested, issued or challenged in the judicial seat. In the latter case, the arbitrators process the challenge under the terms of a reconsideration against the interim measure.

Article 62°.- Enforcement of the conservative measure

At the request of a party, the arbitrators may execute the interim measures they have ordered, and may request the assistance of the security forces, if they deem it appropriate, at their sole discretion. If there is a breach of the interim measure or when judicial intervention is required for its execution, the party benefiting from the measure may request such execution to the competent judicial body, in accordance with the requirements established in arbitral law.

Article 63°.- Conservative measures in international arbitration

In international arbitration, the parties may request the competent judicial authority during the course of the proceedings and with the permission of the arbitrators, to take such interim measures as they deem appropriate.

CHAPTER VI AWARD

Article 64°.- Decision-making

1. The Arbitral Tribunal, composed of three arbitrators, operates with the concurrence of the majority of the arbitrators. Decisions are made by a majority of the arbitrators, unless otherwise provided by the parties. If there is no majority, the decision shall be taken by the President of the Arbitral Tribunal.
2. Arbitrators are prohibited from abstaining from voting. If, notwithstanding such prohibition, they do so, they shall be deemed to adhere to the decision of the majority or the chairman, as appropriate, without prejudice to the sanctions provided for by the Arbitration and Dispute Board.

Article 65°.- Formality of the award

1. The award must be in writing and signed by the arbitrators. In the case of a collegiate arbitral tribunal, it is sufficient that it be signed by the majority required to make the decision. The arbitrators may express a dissenting opinion. It is understood that the arbitrator who does not sign or express a dissenting opinion, adheres to the decision of the majority or the decision of the chairman, as appropriate.
2. The Arbitral Tribunal is empowered to issue partial awards on any matter that has been determined as a subject matter subject to its pronouncement, if it deems it appropriate, continuing with the arbitration in respect of the rest of them. These awards may be appealed after the final award has been issued and their rectifications, interpretations, integrations or exclusions, if applicable.
3. The award is final and binding on the parties to the arbitration upon notification. The parties undertake to execute immediately and without delay any award.
4. The sole arbitrator or president of the Arbitral Tribunal is responsible for delivering or transmitting the award to the Centre within the time limit for making the award. The Case Manager notifies the parties of the award within five (05) days of receipt, provided that the costs of the arbitration have been paid in full.
5. The Centre retains a copy of the award as well as all arbitral proceedings in physical or digital form. After three (03) years, the Centre may remove, without liability, documents relating to an arbitration.

Article 66°.- Deadline

1. Provided for the closure of arbitral proceedings, in accordance with Article 50 of these Rules, the Arbitral Tribunal shall proceed to resolve the dispute within a period not exceeding thirty (30) days, extendable on solely one occasion, by decision of the Arbitral Tribunal, for fifteen (15) additional days.
2. In exceptional cases, and in the absence of agreement between the parties, the Director may authorize the Arbitral Tribunal to set a time limit for issuing the award greater than that provided for in these Rules.

Article 67°.- Content of the award

1. Any award shall be justified by reasons unless the parties have agreed otherwise or it is an award made under the terms agreed by the parties under Article 66 of these Rules. The date on which the award was rendered and the place of arbitration shall also be stated.
2. The Arbitral Tribunal shall rule in the award on the assumption or distribution of the costs of arbitration as provided for in Article 68 of these Rules.

Article 68°.- Sentence of costs

1. The Arbitral Tribunal shall decide in the award whether the sentence is applicable for the payment of the costs of the arbitration and shall determine which of the parties must pay them or in what proportion they should be divided among themselves, bearing in mind, if applicable, what is agreed in the arbitration agreement.
2. The term costs includes:
 - a. Arbitral Tribunal fees determined by CARD - ANKAWA INTL.
 - b. Administrative expenses determined by CARD - ANKAWA INTL.
 - c. Reasonable expenses incurred by the parties for their defense in the arbitration, if duly requested.
 - d. The cost of expert advice or any other assistance required by the Arbitral Tribunal under these Rules.
 - e. Other expenses incurred in arbitral proceedings.
3. The outcome or meaning of the award, as well as the attitude of the parties during the arbitration, shall be taken into account for the purposes of the corresponding sentence and the Arbitral Tribunal may penalize the obstruction or manifest delay by either party. It may also take into account the relevance and amount of the claims and whether this substantially affected the increase in costs.
4. If there is no conviction, each party shall cover its expenses and those common in equal proportions, the fees and expenses of the Arbitral Tribunal being understood as common, the fees of the experts appointed by that collegiate body on its own initiative and the administrative expenses of CARD - ANKAWA INTL.

Article 69°.- Award notification

The award shall be notified to the parties within five (5) business days of its submission to CARD - ANKAWA INTL by the Arbitral Tribunal.

Article 70°.- Rectification, interpretation, integration and exclusion of the award

1. Within ten (10) working days following notification of the award, either party may request to the Arbitral Tribunal to:
 - a. Rectify any miscalculation, of transcription, typographical, computer or similar nature.
 - b. Interpret any obscure, imprecise or doubtful point expressed in the decision-making part of the award or that influences it to determine the scope of execution.
 - c. Amend the award for having omitted to resolve any aspect of the controversy submitted to the knowledge and decision of the Arbitral Tribunal.
 - d. Excluding from the award of any point that had been the subject of a pronouncement, without being subject to the knowledge and decision of the Arbitral Tribunal or that is not susceptible to arbitration.
2. The Arbitral Tribunal shall make the request known to the other party for ten (10) business days. Once the said period has expired, with or without the confirmation of the award, the collegiate body shall decide the application of the award within ten (10) working days. This period may be extended at the initiative of the Arbitral Tribunal for an additional ten (10) working days.
3. The Arbitral Tribunal may also proceed on its own initiative to the rectification, interpretation and integration of the award, within ten (10) working days of its notification.
4. Rectification, interpretation, integration and exclusion shall form an integral part of the award. There is no appeal against this decision. Notification of such decisions is subject to Article 69° of this Regulation.
5. No fees may be charged for rectification, interpretation, integration and exclusion of the award.

Article 71°.- Effects of the award

1. Any award is final and enforceable upon notification to the parties.
2. The award has the effect of res judicata.
3. If the obligated party does not comply with the order of the award, in the form and within the time limits established, or failing that, within ten (10) working days of notification of the award or of rectifications, interpretations, integrations and exclusions of the award, where applicable, the interested party may apply to the competent judicial authority for enforcement of the award, unless Article 73 below applies.

Article 73°.- Conditions for suspending enforcement of the award

1. Only an action for annulment may be brought against the award. This remedy is the only means of challenging the award and is aimed at reviewing its validity on the grounds set forth in article 63 of the Arbitration Act.
2. The party bringing the action for annulment under Article 62° of the Arbitration Act shall notify the Centre within three (03) working days of filing with the appropriate court.
3. In case the judicial authority requires a copy of the proceedings, the party who filed the appeal shall provide the costs of the copies, in accordance with the provisions of the Rules of Tariffs and Payments of the Centre.

4. A party lodging an appeal for annulment of an award and requesting a stay of enforcement of the award shall submit to the competent judicial authority a deed of guarantee of deposit of automatic execution in relation to the award amount in favor of the other party, for not less than six (6) months, renewable until the appeal for annulment is finally decided, and for an amount equal to the value of the sentence contained in the award.
5. If the conviction, in whole or in part, is purely declaratory or is not valuable in money or requires a settlement or determination other than a mathematical operation, the Arbitral Tribunal may indicate a reasonable amount in the award for the establishment of the bank bond, under the same conditions as provided in the preceding paragraph, as a condition for ordering the stay of enforcement.

Article 73º.- Arbitral enforcement of the award

1. At the request of a party, the Arbitral Tribunal shall be entitled to carry out the enforcement of the award, unless, in its sole discretion, it considers it necessary or desirable to require the assistance of law enforcement authorities. In such a case, it shall cease to perform its duties without incurring liability and shall, at the expense of the party concerned, provide the party concerned with a copy of the relevant acts in order to have recourse to the competent judicial authority for the purposes of enforcement.
2. The Arbitral Tribunal shall require compliance with the award within ten (10) business days. The executed party may object, within the same period, only if it proves with documents the fulfillment of the required obligation or the suspension of execution under article 66 of the Arbitration Act (Peruvian Law). The Arbitral Tribunal shall transmit the opposition to the other party for five (5) working days. Upon expiration of this period, it shall settle within five (5) working days.
3. The procedural order declaring the opposition well founded may only be subject to reconsideration.
4. The execution acts will be directed at the discretion of the Arbitral Tribunal.
5. The arbitral execution of the award will give rise to the payment of additional arbitration expenses, in accordance with the provisions of the fees and payments regulations of the Centre.

Article 74º.- Conservation of proceedings

1. The award issued by the Arbitration Court will be preserved by CARD - ANKAWA INTL. The documents will be returned to the interested parties, only at their request. To this end, a record of delivery will be left and copies of the documents that CARD - ANKAWA INTL considers necessary will be obtained and filed, at the applicant's expense.
2. After three (03) years from the end of the arbitration proceedings, the CARD - ANKAWA INTL may eliminate, without any liability, all documents related to the arbitration.

CHAPTER VII ANNULMENT OF ARBITRATION AWARD

Article 75°.- Award Annulment

The arbitration award can only be challenged by filing an annulment appeal before the Judiciary, in order to review its validity, in accordance with the causes established by Arbitration Law.

The appeal for annulment of the award must be filed before a superior court within a period of twenty (20) days from the notification of the award, or of the procedural order that, ex officio or at the request of a party, resolves its clarification, rectification, integration or exclusion, if applicable.

In the event that the Judiciary requests copies of the arbitration file, the party that filed the appeal must pay the expenses involved in issuing the certified copies, according to the administrative rate established by the Centre.

Article 76°.- Guaranty

To suspend the execution of the award, the annulment appeal must be accompanied by the document that contains the constitution of a joint, unconditional and automatically executed deed of guarantee of deposit in favor of the other party, with a validity of no less than six (6) months and renewable for up to three (3) months after the annulment appeal is finally resolved and for an amount equivalent to the amount of the value of the sentence contained in the award.

If the award contains in whole or in part a declarative point that cannot be valued in money or if a special settlement is required to determine the economic obligation to which the losing party is obliged, the arbitrators must establish in the award or in its rectification, interpretation, integration or exclusion, the amount that guarantees compliance.

Article 77°.- Effects of the annulment appeal

The mere filing of the annulment appeal does not suspend the effects of the award or its arbitral or judicial execution.

However, the suspension of the award and its execution is possible at the request of the person filing the annulment appeal, as long as he has complied with the provisions of the previous article of this Regulation.

CHAPTER VIII ARBITRATION COSTS

Article 78°.- Settlement for arbitration expenses

1. The General Secretariat or the Deputy General Secretariat sets the first settlement for arbitration expenses. This settlement covers the fees and expenses of the arbitrators when applicable, as well as the administrative expenses of the Centre corresponding to the Arbitration Request and the response to claims presented by the parties.

- For this purpose, the Centre's Arbitration service rates apply based on the economic content of the dispute, or decide them in accordance with what is regulated in the annexes to the rates and payments regulations, if the amount in controversy is undetermined.
2. The amount of the settlement for expenses set by the Deputy General Secretariat may be readjusted at any time during the arbitration, especially taking into account changes in the disputed amount, the evolution of the degree of difficulty and complexity of the matter, or the estimation of the costs and expenses of the Arbitral Tribunal. The General Secretary readjusts the provision for expenses in cases of claims or counterclaims without an estimate of monetary value and when requested by the Arbitral Tribunal due to the difficulty and complexity of the case.
 3. The settlement for arbitration expenses is paid in equal parts by the plaintiff and the defendant within the deadlines determined by the Deputy General Secretariat.
 4. The Deputy General Secretariat may fix separate settlements for the claimant and the defendant where the amount of the Response with claims or, where applicable, the counterclaim is substantially higher than the amount of the application or claim, or involves the examination of significantly different matters, or where otherwise appropriate under the circumstances. When the Deputy General Secretariat establishes separate settlements, each party must pay the settlement corresponding to its Request for Arbitration or Claim or, as the case may be, to the Response to Claims or Counterclaims.
 5. When a settlement for arbitration expenses has not been satisfied within the time limits granted, the Deputy General Secretariat may request the Arbitral Tribunal to suspend its activities for fifteen (15) working days, within which time the interested party, or, in the case of separate settlements, at the expense of the party that has not complied with the payment. If payment is not verified, the request for arbitration or Claim or the additional request or Counterclaim is deemed to be withdrawn. Such withdrawal does not deprive the interested party of the right to later submit the same claim in another arbitration.
 6. Where applications are made under Articles 24° or 25° of these Regulations, the Deputy-Secretary-General sets one or more settlements for expenses that are paid by the parties as decided by the Deputy-Secretary-General. Where the Secretary General has already fixed a statement of account for expenditure in accordance with paragraph 1 of this Article, the statement of account shall be replaced by the statement of account or the statement of account as laid down in this Article, and the amount of any settlement previously paid by a party is considered as partial payment of its portion of the settlement or settlements for expenses set by the Deputy Secretary General.
 7. Matters relating to arbitral expenses are exclusively decided by the Centre and must be met by the parties and the Arbitral Tribunal. Any agreement between the arbitrators and the parties on fees is contrary to these Regulations and the rules on fees and payments, is considered void and unenforceable.
 8. The Centre administers the collection and payment of arbitral expenses on behalf of the parties. This assignment is administrative and does not imply under any circumstances taking responsibility for the acts or omissions of arbitral tribunals in the exercise of their functions.

SUPPLEMENTARY AND FINAL PROVISIONS

First. - Acting as a nominating entity

1. CARD - ANKAWA INTL may act as an appointing entity for arbitrators in arbitrations not under its administration, when agreed by the parties, under article 23 of the Law (Peruvian Law).
2. In any of these cases, the interested party shall submit a request to the Director, accompanied by a copy of the arbitration agreement and, where appropriate, of the request made to the opposing party for the corresponding appointment.
3. The Deputy Secretary General shall transmit the request to the other party for a period of five (5) working days. The Deputy Secretary General may summon the person to attend a hearing.
4. The Director shall make such a designation, following the mechanism established in Article 29.
5. The CARD - ANKAWA INTL may require from any party additional information that it considers necessary for the performance of its functions.
6. The CARD - ANKAWA INTL will charge a fee for each appointment request, according to its rules of fees and payments.
7. As not provided for, the provisions on administered arbitration contained in these Rules shall apply.

Second. - Challenge procedure in non-administered arbitrations

1. The CARD - ANKAWA INTL may resolve challenges in arbitrations not under its administration, when agreed by the parties, in application of the provisions of paragraph 1. of article 29 of the Law (Peruvian Law).
2. In order to resolve a recusal request, the procedure regulated in Article 33 shall apply, the Code of Ethics of the Centre being complementary to the rules governing the arbitration.
3. CARD - ANKAWA INTL may require from either party or the challenged arbitrator additional information that it considers necessary for the performance of its duties.
4. The CARD - ANKAWA INTL will charge a fee for each recusal request, according to the Rules of Fees and Payments.
5. As not provided for, the provisions on administered arbitration contained in these Rules shall apply.

Third. - Removal in non-administered arbitrations

1. CARD - ANKAWA INTL may settle disputes in arbitrations that are not under its administration, when agreed by the parties or pursuant to article 34 of the Law (Peruvian Law).
2. In order to resolve a request for removal of an arbitrator, the procedure provided for in Article 33 shall apply, as appropriate.
3. The Centre may require from either party, the reluctant arbitrator or the Arbitral Tribunal additional information it deems necessary for the performance of its functions.

4. The Centre will charge a fee for each removal request, in accordance with the Fees and Payments Regulations.

As not provided for, the provisions on administered arbitration contained in these Rules shall apply.

Fourth. – Confirmation of the appointment of Arbitrators not incorporated in the Panel

The procedure shall be carried out in accordance with the directive in force.

Fifth.- Accredited specialization of arbitrators in contracts with the State

The Centre will verify the specialization of the arbitrators through the accreditation of academic training, functional experience and experience in university teaching, according to the provisions of the Law on State Contracting, Regulations and directives to be drawn up by the OSCE (Peruvian regulation authority), and they must present the documents attesting to their specialization accompanied by an affidavit on their veracity. Those arbitrators who do not belong to the Payroll of the Centre must also have valid registration in the OSCE National Register of Arbitrators at the time of their appointment.

Sixth.- Ad-Hoc Arbitration Secretariat.

The Centre may provide the service of Ad-Hoc Arbitration Secretariat, that is, when they are not under its administration or organization, as well as other services related to arbitration.

Seventh.- Ankawa International Arbitration and Procedural Order Model Clause

The model arbitration clause is:

"The parties agree that any dispute arising out of or relating to this contract shall be settled by institutional arbitration organized and administered by the Ankawa International Arbitration and Dispute Resolution Centre, in accordance with its existing rules, to which the parties freely submit, stating that the award made in the arbitral proceedings shall be final and enforceable."

Eight. - Name of the Arbitration Centre

Any reference to the "Ankawa International Arbitration and Dispute Resolution Centre" or to the "CARD - ANKAWA INTL, "The Ankawa Global Group S.A.C.", or "Centre for Conciliation and Arbitration Dialogue" contained in an arbitration agreement, is understood to be "Arbitration and Dispute Resolution Centre ANKAWA INTERNATIONAL".

Ninth. – Validity

This Arbitration Procedure Rules 2023, of CARD - ANKAWA INTERNATIONAL enter into force from 07 February 2023.