



REGULATIONS ON ARBITRATION PROCEEDINGS

KDD Central Securities Clearing Corporation

*Unofficial English translation.
The official text is in the Slovenian language*

REGULATIONS ON ARBITRATION PROCEEDINGS

Details on document

<i>Name</i>	<i>KDD regulations on arbitration proceedings</i>
<i>Classification reference</i>	<i>012</i>
<i>Status</i>	<i>Valid</i>
<i>Version</i>	<i>1.0</i>
<i>Document administrator</i>	<i>Matjaž Titan</i>
<i>Date of validity</i>	<i>20.10.2012</i>
<i>Accessibility</i>	<i>Public</i>

Tracking

<i>Version</i>	<i>Date</i>	<i>Person</i>	<i>Description</i>
<i>1.0</i>	<i>04.10.2012</i>		<i>Regulations adopted by the management board and the board of directors on 04.10.2012 and that become effective on 20.10.2012</i>

TABLE OF CONTENTS

1. GENERAL PROVISIONS	5
Subject of regulations.....	5
Arbitration.....	5
Passive parties.....	5
Association with other arbitrations	5
2. THE ARBITRATION’S ORGANISATION AND METHOD OF WORK	6
2.1. ARBITRATORS.....	6
Permanent list of arbitrators	6
Composition of the panel	6
Individual arbitrators and the arbitration panel.....	6
Arbitrators.....	6
Excluding an arbitrator from proceedings	7
Non-performance or inability to perform the tasks of an arbitrator.....	7
Substitute arbitrator.....	7
Renewed proceedings upon replacing an arbitrator	8
2.2. ARBITRATION BODIES.....	8
Arbitration secretary.....	8
Deputy Arbitration secretary	8
Appointing and dismissing the Arbitration secretary and deputy secretary	8
3. ARBITRATION PROCEEDINGS	9
General	9
Filing legal action	9
Contents of legal action.....	9
Service of legal action and response thereto.....	9
Selection of the arbitration panel.....	10
Counterclaim	10
Merging proceedings	10
Amending a claim	10
Preliminary proceedings	10
Agreement on the course of arbitration proceedings	11
Oral hearings	11
Security of claims.....	11
4. ARBITRATION VERDICT	12
Arbitration verdict and decisions.....	12
Form and effect of the arbitration verdict	12
Settlement and other grounds for termination of arbitration proceedings	12
Supplementary arbitration verdict	13
5. COSTS OF ARBITRATION PROCEEDINGS	14
Costs of arbitration proceedings.....	14
Application fee.....	14
Deposit	14
Additional deposit	15
Deposit for counterclaim	15
Decision on reimbursement of costs	15
Unused deposit	15

REGULATIONS ON ARBITRATION PROCEEDINGS

6. TARIFF 16
 General16
 Arbitrators' fees and expenses and payment for presentation of evidence.....16
 Application fee17
7. FINAL PROVISION 18
 Final Provision18

1. GENERAL PROVISIONS

Subject of regulations

Article 1

These regulations govern the organisation and operation of the permanent arbitration pursuant to Article 131 of the KDD Rules and the rules of procedures managed by the permanent arbitration (hereinafter: *Arbitration*).

Arbitration

Article 2

(1) The Arbitration is competent to resolve any disagreements, disputes or claims arising from or in relation to the legal business relationship between KDD and the users of KDD services or that originate from a breach of obligations in said relationship or termination or invalidity thereof, if the value of the contested subject amounts to or exceeds 15,000.00 EUR and if such disputes are not subject to an exclusive jurisdiction.

(2) The decision of the Arbitration shall be final.

(3) The headquarters of the Arbitration are in Ljubljana at Tivolska 48.

Passive parties

Article 3

If any of the parties does not want to take part in arbitration proceedings, although all the terms set forth under these regulations are met, the arbitration procedure continues without said party's involvement.

Association with other arbitrations

Article 4

The Arbitration may link up with other arbitrations in order to arrange and manage its administrative affairs.

2. THE ARBITRATION'S ORGANISATION AND METHOD OF WORK

2.1. ARBITRATORS

Permanent list of arbitrators

Article 5

(1) The Arbitration has a permanent list of 10 arbitrators, who are appointed by the board of directors of KDD upon nomination by the KDD management board and following due consultation with KDD members (hereinafter referred to as the Permanent list of arbitrators).

(2) Any person with specialised knowledge and experience in law, economics or finance may be appointed as an arbitrator.

(3) Arbitrators are appointed for a mandate of 4 years and may be reappointed.

Composition of the panel

Article 6

(1) Disputes may be resolved by an individual arbitrator or an arbitration panel featuring two arbitrators – members and a panel chair.

(2) Individual arbitrators, arbitrator panel members and the arbitration panel chair may only be selected from the permanent list of arbitrators, unless the parties agree otherwise in a specific case.

(3) The selected arbitrator shall send a written statement to the Arbitration stating that he or she accepts the role of arbitrator, namely within 10 days of receiving due notice of appointment.

Individual arbitrators and the arbitration panel

Article 7

(1) Individual arbitrators are competent for resolving disputes if the parties to a specific procedure or dispute agree to appoint such and arbitrator. On the contrary, disputes shall be resolved by an arbitration panel.

(2) The arbitration panel is formed by each party choosing its own candidate – panel member, while the latter appoint a panel chair.

(3) Provisions hereinunder that govern the arbitration panel shall also be reasonably applied for individual arbitrators unless the specific provision itself provides otherwise.

Arbitrators

Article 8

(1) An arbitrator who is elected into the senate shall act and decide independently and impartially in the arbitration procedure.

(2) Each arbitrator shall immediately inform the Arbitration secretary of any circumstance or fact that could affect his or her independence and impartiality, namely from the time of receiving due notice of appointment until the end of the arbitration procedure. The Arbitration secretary shall immediately inform the parties to the procedure and shall set a deadline for the parties to file any comments or objections.

Excluding an arbitrator from proceedings

Article 9

(1) Exclusion of an arbitrator from proceedings may be sought if there are circumstances that could give rise to reasonable doubt on the arbitrator's partiality or independence. A party may request an arbitrator that it has chosen itself to be excluded, yet only on grounds which have come to light following its appointment of choice.

(2) A request for exclusion of an arbitrator shall be sent by the party to the secretary within 15 days of receiving the notice of appointment, or rather from the date it became aware of due grounds for exclusion.

(3) The Arbitration secretary shall inform both parties and the arbitrator in question on the request for exclusion, and shall call on them to present their position on the matter.

(4) If the other party does not agree with the exclusion or if the arbitrator in question does not recuse, the exclusion shall be made at the secretary's discretion.

(5) If an arbitrator steps down from his/her position or if the other party agrees with his exclusion, this shall not constitute an acknowledgement of grounds for exclusion or recusal.

Non-performance or inability to perform the tasks of an arbitrator

Article 10

(1) The Arbitration secretary may decide to terminate his/her arbitration mandate upon a party's proposal if the arbitrator fails to perform his/her duties or is not able to perform his/her role due to legal or actual grounds.

(2) An arbitrator shall be considered to have failed to perform his/her duties:

- If he/she has breached his/her duties or has acted in a way that has damaged the Arbitration's reputation,

- If his/her work in resolving a respective dispute has demonstrated that he/she is not up to the role of arbitrator,

- If he/she has failed to fulfil his/her duties in line with these regulations or has failed to meet deadlines as set forth herein, and has thus unnecessarily postponed the proceedings.

(3) Decisions on terminating an arbitrator's mandate shall be subject to reasonable application of provisions of the provision for exclusion or recusal under Article 9, except for the provision on the deadline for submission of requests for due exclusion or recusal.

Substitute arbitrator

Article 11

(1) A substitute arbitrator shall be appointed in the following cases:

- If the selected arbitrator dies during arbitration proceedings;

- If the selected arbitrator tenders a written statement of withdrawal;

- If the selected arbitrator is excluded pursuant to Article 9 hereinabove;

- If the selected arbitrator's mandate expires pursuant to Article 10 hereinabove;

- If the arbitrator's mandate terminates in any other way.

(2) The process of selecting a substitute arbitrator shall be subject to application of provisions under Articles 6, 7 and 8 hereinabove.

Renewed proceedings upon replacing an arbitrator

Article 12

If an individual arbitrator is replaced or if the composition of the arbitration panel changes, then due arbitration proceedings shall be reinitiated. Individual arbitrators or the arbitration panel may, once the parties to proceedings have made their position clear, decide not to undertake individual procedural acts again, but rather review the records on the course of proceedings already undertaken.

2.2. ARBITRATION BODIES

Arbitration secretary

Article 13

- (1) The Arbitration secretary shall represent and act on behalf of the Arbitration.
- (2) The Arbitration secretary shall:
 - Organise, prepare and manage the work required for unhindered operation of the Arbitration,
 - Monitor the course of respective proceedings before the Arbitration and cooperate with arbitrators within his/her assignments,
 - Appoint arbitrators in cases set forth hereinunder,
 - Set a deposit for costs of pending proceedings,
 - Undertake technical and other assignments as set forth herein.
- (3) The Arbitration secretary shall have the following powers in respective arbitration proceedings:
 - To decide on requests to exclude respective arbitrators,
 - To decide on termination of arbitrators' mandates due to non-performance of duties.

Deputy Arbitration secretary

Article 14

The secretary shall have a deputy who will replace him/her in case of absence or in case of any other circumstances that would prevent the secretary to perform his/her role of secretary.

Appointing and dismissing the Arbitration secretary and deputy secretary

Article 15

- (1) The Arbitration secretary and deputy secretary shall be appointed and dismissed by the KDD board of directors upon proposal of the management board following due consultation with KDD members. Only individuals with a completed state bar exam shall be considered for the post of Arbitration secretary or deputy secretary.
- (2) The mandate of Arbitration secretary and deputy secretary shall be 4 years with the option of reappointment.

3. ARBITRATION PROCEEDINGS

General

Article 16

(1) Unless these regulations provide otherwise, individual arbitrators or the arbitration panel may manage proceedings as they see fit. In doing so, they shall treat both parties equally and provide them with all options to exercise their respective rights and state their positions in all stages of the proceedings.

(2) Individual arbitrators or the arbitration panel shall generally make their decisions based on an oral hearing. When none of the parties to proceedings request a hearing, individual arbitrators or the arbitration panel may issue an arbitration decision without holding a hearing, if they feel that a decision is possible based on submitted documents and other written material provided.

(3) Arbitration proceedings shall remain confidential until a final decision has been issued, which shall be observed by anyone that acts as party to proceedings in any capacity whatsoever.

Filing legal action

Article 17

(1) Arbitration proceedings are initiated by filing a legal action.

(2) Arbitration proceedings shall be considered as started once the Arbitration received a filed legal action.

Contents of legal action

Article 18

(1) The filed legal action shall feature the following:

- The names and addresses of the parties and their eventual attorneys-in-fact,
- The claim based on the main subject of legal action, including auxiliary claims,
- The value of the contentious subject of claim,
- The facts that the plaintiff is basing its claim on, including evidence proving said facts,
- A statement on selection of an arbitrator (second and first name, address) or proposal on selection of an individual arbitrator.

(2) Legal action and all other claims, documents and letters shall be delivered to the Arbitration in the required number of copies to satisfy the needs of the Arbitration, the counterparty and each arbitrator, respectively.

(3) If a filed legal action is incomplete, the Arbitration secretary shall call on the plaintiff to supplement or amend said claim within 15 days.

Service of legal action and response thereto

Article 19

(1) The Arbitration secretary shall serve a complete legal action on the defendant and call on the latter to respond within 15 days of receipt, as well as to propose an individual arbitrator or select an arbitrator – panel member. The Arbitration secretary may extend said deadline upon request of the defendant if there are due grounds for such extension.

REGULATIONS ON ARBITRATION PROCEEDINGS

(2) The defendant may only contest the competence of the Arbitration within the deadline set forth under Paragraph 1 hereinabove.

Selection of the arbitration panel

Article 20

(1) If a party to proceedings does not select an arbitrator in its claim, the Arbitration secretary shall call on the party to select one within 15 days. If the party does not make a selection within said extended deadline, the Arbitration secretary shall select the arbitrator himself/herself.

(2) If arbitration proceedings are subject to a decision by an arbitration panel, the selected arbitrators – panel members shall select a panel chair within 15 days of receiving due notice of appointment.

Counterclaim

Article 21

(1) The defendant may also file a counterclaim or enforce an appeal as a result of settlement, if the Arbitration is also competent to resolve any disagreements, dispute or claim that a counterclaim or appeal based on settlement is based on.

(2) Counterclaims shall be subject to reasonable application of Article 18 hereof.

(3) The defendant in the counterclaim shall have due rights of a defendant as per Article 19 hereof.

Merging proceedings

Article 22

If the parties to proceedings file independent claims one against the other based on different legal relations, the Arbitration secretary shall have discretion over merging pending proceedings until an arbitration panel is formed, while said panel shall assume such discretion once it has been formed.

Amending a claim

Article 23

(1) The plaintiff may amend its claim until the end of the oral hearing if such amended claim remains within the powers of the Arbitration, unless the parties have waived their rights to amend their claims pursuant to an agreement as per Article 25 hereof.

(2) The arbitration panel shall not allow any amendment of claims if it feels that such amendment would unduly extend the duration of proceedings or if there are other justified grounds in place.

Preliminary proceedings

Article 24

The arbitration panel may call on the parties to submit due documents or other evidence, as well as setting a deadline for their submission, which shall not be shorter than 8 days and not longer than 15 days.

Agreement on the course of arbitration proceedings

Article 25

(1) Before the arbitration panel begins to address the contents of a respective dispute, it may propose that the parties enter into a written agreement on the course of pending proceedings and draft a schedule with the parties' collaboration.

(2) In addition to the basic details of the dispute (names of parties and arbitrators), the agreement set forth in Paragraph 1 hereinabove may include any issues that the parties may agree on, in particular any or some of the following:

- Definition of contentious issues and facts that have to be established in the proceedings,
- Setting the rules of the proceedings (the method of holding the hearings and recording minutes thereof, the manner of examining the witnesses and eventual experts, the place and language of proceedings and presenting individual evidence, etc.),
- Agreement on the application of material law or eventual authorisation to reach a verdict based on the principle of fairness.

(3) If the parties could not reach consensus on one or several items of the proposed arrangement, this shall not affect the remainder of the proceedings.

(4) The agreement is signed by both parties and the arbitration panel.

Oral hearings

Article 26

(1) Hearings shall not be made public unless the parties to proceedings agree otherwise.

(2) The date, time and place of a respective hearing shall be promptly notified to the parties, namely no later than 15 days before the respective hearing. Each party is obliged to do everything necessary to present any evidence put forward for the hearing, as well as to ensure that the witnesses and experts that it has put forward itself are duly present.

(3) If the parties do not agree otherwise, the arbitration panel shall set the course of proceedings at the hearing, including the manner of examining the witnesses and experts, and the method of recording minutes of the hearing. Evidence based on testimony may also be submitted in the form of signed written statements.

(4) The arbitration panel shall assess the admissibility, permissibility, relevance, importance and thoroughness of the tendered evidence, whereby it shall consider which party bears the burden of proof with respect to the contentious fact in question.

Security of claims

Article 27

(1) The arbitration panel may, at the proposal of the plaintiff, issue a decision to require the defendant to undertake due action to provide security for enforcement of the pending arbitration verdict.

(2) If a party requests issue of a temporary order or other means of security pursuant to the Execution and Security of Claims Act before the court, this shall not be incompatible with the Arbitration's competence as regards its decision in the dispute.

4. ARBITRATION VERDICT

Arbitration verdict and decisions

Article 28

- (1) The arbitration panel shall make a decision in the form of an arbitration verdict, which is made with a majority of the votes.
- (2) Procedural issues and costs shall be decided on by the arbitration panel with a due decision.

Form and effect of the arbitration verdict

Article 29

- (1) The verdict shall be issued in writing.
- (2) The arbitration panel shall state the grounds that the arbitration verdict is based on, unless the parties have agreed that the verdict does not require substantiation.
- (3) The arbitrators shall sign the original draft of the arbitration verdict, including any copies thereof, and shall state the date and place of issue. The arbitration verdict shall also remain in effect when a respective arbitrator refuses to sign it, if the majority of the arbitrators on the panel have signed it, stating on the verdict that the arbitrator has refused to sign it.
- (4) The arbitration panel shall send the parties the arbitration verdict as signed by the arbitrators within 60 days following the completed hearings. If the panel decides to issue a verdict without holding a hearing, said verdict shall be issued within three months of the legal action being filed.
- (5) The arbitration verdict shall be final and shall not be subject to appeal. The arbitration verdict may only be challenged before the court in cases provided for under the law governing arbitration proceedings.
- (6) The parties shall enforce the arbitration verdict without delay.
- (7) The arbitration verdict shall be enforceable once pronounced as such by the District Court in Ljubljana.

Settlement and other grounds for termination of arbitration proceedings

Article 30

- (1) If the parties reach a settlement before an arbitration verdict is reached, the arbitration panel shall issue a decision on termination of the arbitration proceedings and record a settlement in the form of an arbitration verdict. The arbitration panel shall not be obliged to substantiate said verdict, which is subject to application of provisions hereinabove. The arbitration panel may refuse to enter a verdict of settlement if it feels that the settlement is in conflict with the public order of the Republic of Slovenia.
- (2) If the plaintiff withdraws a claim or if further proceedings are unnecessary or impossible based on any grounds that is not provided for under Paragraph 1 hereinabove prior to an arbitration verdict being reached, the individual arbitrator or arbitration panel shall inform the parties thereof and call on them to state their position within 15 days. After this deadline expires, the arbitration panel shall issue a decision to suspend proceedings, unless one of the parties opposes such suspension on justified grounds.
- (3) If the plaintiff fails to withdraw its legal claim before the end of the main hearing, the arbitration panel shall issue an arbitration verdict rejecting the filed claim.
- (4) The arbitration panel shall send the decision to suspend arbitration proceedings or an arbitration verdict based on settlement or based on rejection of a claim to the parties.

Supplementary arbitration verdict

Article 31

(1) Each party may file a request within 15 days of receipt of the arbitration verdict for the arbitration panel to issue a supplementary arbitration verdict on claims that were made in the arbitration proceedings but were left out in the arbitration verdict.

(2) If the arbitration panel finds that the claim for a supplementary arbitration verdict is valid and the deficiency can be remedied without continuing the proceedings or taking further evidence, said arbitration verdict shall be supplemented within 30 days of receiving the claim.

(3) Supplementary arbitration verdicts shall be subject to application of provisions under Article 29 hereof.

5. COSTS OF ARBITRATION PROCEEDINGS

Costs of arbitration proceedings

Article 32

- (1) The costs of the proceedings include costs incurred by the parties and the Arbitration's costs.
- (2) Each party shall initially bear its own costs incurred in the arbitration proceedings.
- (3) The parties shall cover the costs incurred by the Arbitration, which include:
 - Fees for the arbitration panel members, awarded individually for each arbitrator,
 - Travel expenses and other reasonable costs of the arbitrators,
 - Costs incurred to present due evidence.

Application fee

Article 33

- (1) Upon filing a claim or legal action, counterclaim, response to claim or counterclaim, the respective party shall pay the due application fee as set forth in the tariff.
- (2) If the party fails to pay the application fee after being reminded to do so, the claim or counterclaim shall be considered as withdrawn or rather that the response to the claim or counterclaim has not been filed.
- (3) The paid application fee shall not be reimbursed, but rather used for the operation of the Arbitration, whereby this shall not constitute due Arbitration expenses as set forth under Paragraph 3, Article 32 hereinabove (but rather material costs of operation of the Arbitration, costs relating to the secretary, etc.).
- (4) The sum of the funds due for operation of the Arbitration, whereby this shall not constitute due costs of Arbitration under Paragraph 3, Article 32 hereinabove, and that exceeds the paid up application fee, shall be provided by KDD.

Deposit

Article 34

- (1) Once the number of arbitrators is known, the parties shall place a deposit to cover due costs of the Arbitration within 30 days of being called to do so, namely in the amount determined by the Arbitration secretary pursuant to these regulations. The deposit placed to cover due costs of the Arbitration as per Paragraph 3, Article 32 hereof shall be assessed for each party in consideration of the evidence proposed by said party, while the deposit to cover remaining costs of the Arbitration shall be borne in equal proportion by both parties.
- (2) Arbitration proceedings shall not continue until the parties place their respective deposits.
- (3) If the plaintiff or any party fails to place the due deposit, the plaintiff shall be considered as having withdrawn its claim. If only the defendant fails to place the due deposit, the former shall be considered as not having filed a response to the claim.

Additional deposit

Article 35

(1) If the value of the dispute increases during the arbitration proceedings, the arbitration panel shall call on the parties to place an additional deposit within a deadline of up to 15 days. In case of failing to pay the additional deposit, the defaulting party shall be subject to reasonable application of Paragraph 3, Article 34 hereinabove. Negative consequences of defaulting on the deposit for the party shall be limited only to the increased sum of the dispute, if this is possible considering the nature thereof.

(2) If the deposit determined under Paragraph 1, Article 34 hereof does not suffice to present a respective piece of evidence, the arbitration panel shall call on the party proposing to present said evidence to pay an additional deposit amount within a deadline of at least 15 days. If the additional deposit is not paid, the evidence shall not be presented.

Deposit for counterclaim

Article 36

If a counterclaim has been filed in addition to a claim, the Arbitration secretary or panel chairman, if already appointed, may determine separate deposits for due expenses for the claim and counterclaim, respectively. The provisions herein on payment of the deposit for filing a claim shall also be reasonably applied for counterclaims.

Decision on reimbursement of costs

Article 37

(1) In its arbitration verdict, the arbitration panel shall decide the following:

- Which party shall reimburse the other for costs incurred in the arbitration proceedings and in what extent, and

- Which party shall cover the eventual surplus of costs of the Arbitration set forth under Paragraph 3, Article 32 hereof in excess of the paid deposits,

whereby it shall consider the principle of success of the respective parties to proceedings, including other material circumstances.

(2) If there is no decision based on merit, the arbitration panel shall set a suitable sum of costs of the Arbitration in considering the phase that the arbitration proceedings concluded in, including other relevant circumstances.

Unused deposit

Article 38

The Arbitration secretary shall send the parties a statement of account of the received deposits within 30 days of issuing the arbitration verdict or decision that terminates due proceedings, and shall reimburse any eventual remaining deposited sum.

6. TARIFF

General

Article 39

(1) All claimed fees and other costs of the arbitration proceedings shall be entered into the expenses sheet, which is kept in the file, on an ongoing basis.

(2) All sums in the tariff are excluding VAT, which is charged in addition pursuant to the applicable legislation. Any eventual contributions due pursuant to the applicable legislation and that need to be charged to the amounts due to the arbitrators shall also be charged separately.

(3) Application fees and deposits shall be payable to KDD's bank account.

(4) Any events relating to the costs of the arbitration proceedings under Paragraph 3, Article 32 hereof shall be recorded in KDD's ledgers and maintained separate from other KDD events.

Arbitrators' fees and expenses and payment for presentation of evidence

Article 40

(1) Individual arbitrator's fees in domestic disputes and international disputes shall be determined based on the following tables depending on the value of the subject matter of dispute:

DOMESTIC DISPUTES			
<i>The value of the contentious subject of claim</i>		<i>Gross fee for a respective dispute</i>	
<i>From including(a)</i>	<i>Up to and including (b)</i>	<i>Basis (c)</i>	<i>Percentage (d) for sum above (a)</i>
15.000,00 EUR	50.000,00 EUR	780,00 EUR	1,8
50.001,00 EUR	100.000,00 EUR	1.230,00 EUR	1,0
100.001,00 EUR	250.000,00 EUR	1.730,00 EUR	0,6
250.001,00 EUR	500.000,00 EUR	2.630,00 EUR	0,5
500.001,00 EUR	1.000.000,00 EUR	3.880,00 EUR	0,3
1.000.001,00 EUR	2.000.000,00 EUR	5.380,00 EUR	0,2
2.000.001,00 EUR	20.000.000,00 EUR	7.380,00 EUR	0,03
20.000.001,00 EUR	and more	12.780,00 EUR	0,02

DISPUTES WITH AN INTERNATIONAL ELEMENT			
<i>The value of the contentious subject of claim</i>		<i>Gross fee for a respective dispute</i>	
<i>From including(a)</i>	<i>Up to and including (b)</i>	<i>Basis (c)</i>	<i>Percentage (d) for sum above (a)</i>
15.000,00 EUR	50.000,00 EUR	1.200,00 EUR	2,8
50.001,00 EUR	100.000,00 EUR	1.900,00 EUR	2,2
100.001,00 EUR	250.000,00 EUR	3.000,00 EUR	1,0
250.001,00 EUR	500.000,00 EUR	4.500,00 EUR	0,7
500.001,00 EUR	1.000.000,00 EUR	6.250,00 EUR	0,4
1.000.001,00 EUR	2.000.000,00 EUR	8.250,00 EUR	0,2
2.000.001,00 EUR	20.000.000,00 EUR	10.250,00 EUR	0,05
20.000.001,00 EUR	and more	19.250,00 EUR	0,02

REGULATIONS ON ARBITRATION PROCEEDINGS

(2) The fee for the arbitration panel shall be double the individual arbitrator's fee from Paragraph 1 hereinabove.

(3) In case of a particularly complicated and technical matter, which requires special expertise, obtaining additional information, studying foreign legal regulations or particularly extensive evidence, the amounts set forth under Paragraph 1 can increase by up to 100%.

(4) The arbitrator shall be entitled to reimbursement of proven costs for travel expenses and other costs incurred in relation to the arbitration proceedings.

(5) The fee from Indent 1 and costs from Indent 2, Paragraph 3, Article 32 hereinabove shall be paid out to the arbitrators within 30 days following issue of the arbitration verdict or decision that concludes the arbitration proceedings.

(6) Payment of due costs required to present due evidence shall be made within 30 days of presenting said evidence. The level of payment shall be determined based on criteria that are applied for presentation of evidence in litigation proceedings.

(7) The arbitration panel shall have discretion in deciding on the due fees and expenses.

Application fee

Article 41

(1) The application fee in domestic disputes amounts to:

- In case of appointment of an individual arbitrator: 15% of the fee for the individual arbitrator, although no less than 300.00 EUR;

- In case of appointment of an arbitration panel: 10% of the fee for the arbitration panel, although no less than 500.00 EUR;

(2) The application fee in disputes featuring an international element amounts to:

- In case of appointment of an individual arbitrator: 15% of the fee for the individual arbitrator, although no less than 600.00 EUR;

- In case of appointment of an arbitration panel: 10% of the fee for the arbitration panel, although no less than 1,000.00 EUR.

(3) The application fee shall not increase if the arbitrator's or arbitration panel's fee as ultimately determined in an increased sum to that at the beginning of the dispute, when the due application fee was calculated.

7. FINAL PROVISION

Final Provision

Article 42

These regulations shall become effective on the fifteenth day following due publication on KDD's website and shall become applicable on the date determined by the KDD management board.