

## **ROMANIAN TRIBUNAL OF SPORTS ARBITRATION**

### **Arbitration Rules**

#### **1. Preamble**

**1.1** The Romanian Tribunal of Sports Arbitration (hereinafter the "T.R.A.S.") has been created by the Romanian Sports Arbitration Association (hereinafter "R.S.A.A.") with tax registration number 47269057, in order to provide parties involved in sports disputes with an efficient and effective means of resolving these disputes.

**1.2** T.R.A.S. is a form of institutionalized arbitration, as regulated by Law no. 134/2010 - Civil Procedure Code - in Title VII of Book IV "About Arbitration", established and permanently operating attached to R.S.A.A., based on its own regulation, applicable in the case of all disputes submitted for resolution by T.R.A.S., according to an arbitration agreement. The activity of the institutionalized arbitration by T.R.A.S. is not economic in nature and does not seek to obtain profit.

**1.3.** In the regulation and conduct of the arbitration activity, T.R.A.S. is autonomous in relation to the institution that established it, namely R.S.A.A. The necessary measures to guarantee autonomy are regulated by the Internal Regulation of T.R.A.S.

**1.4.** Parties wishing to have their disputes decided by the T.R.A.S. recognise that these T.R.A.S. Arbitration Rules (hereinafter "Rules") are designed to provide for simple, quick and inexpensive means to resolve these disputes. As a consequence, these Rules require cooperation by the parties and their representatives, in particular with respect to the limited number of written submissions (as a rule, one submission per party) and the short time limits to be observed. In the interest of speed and economy, the parties recognise that T.R.A.S. arbitration proceedings are conducted before three arbitrators (hereinafter "Arbitrators") appointed by the T.R.A.S. Management, that hearings will be held only upon parties' request and as a result of the decision of the board President. Through this way of resolving disputes, the parties recognize that their right to defence and the adversarial nature of the debates are guaranteed.

**1.5.** It is recommended that parties wishing to refer their possible disputes to the T.R.A.S. use the following arbitration clause:

***"Any dispute arising from or related to this contract, including its conclusion, performance or termination, will be submitted to the Romanian Tribunal of Sports Arbitration (T.R.A.S.) in Bucharest, Romania and it will be settled in accordance with the T.R.A.S. Arbitration Rules, by three arbitrators appointed by the Management Board of the Romanian Tribunal of Sports Arbitration. The place of arbitration shall be in Bucharest, Romania, and the language of arbitration shall be Romanian."***

***"Any dispute arising out of or related to the present contract, including concerning the conclusion, performance or termination thereof, shall be submitted to the Romanian Tribunal of Sports Arbitration (T.R.A.S.) in Bucharest, Romania, and shall be resolved in accordance with the T.R.A.S.' Arbitration Rules by three arbitrators appointed by the T.R.A.S.' Management Board. The seat of arbitration shall be Bucharest, Romania and the language of the arbitration shall be English."***

**1.6.** By submitting any dispute for T.R.A.S. resolution, the parties acknowledge the applicability of these Rules in force at the time of referral to the Romanian Tribunal of Sports Arbitration and agree with them. Any exception to this provision is void, except if, taking into account the conditions of the case and the content of the procedure rules indicated by the parties as applicable, the panel established by T.R.A.S. decides that the rules chosen by the parties can also be applied, determining whether the application of the latter is effective or by analogy.

**1.7.** These Rules were adopted on 21.08.2023, in Bucharest, by the Plenum of Arbitrators, according to the Internal Regulations.

## **2. JURISDICTION**

**2.1.** Persons with full legal capacity may agree to settle disputes between them through arbitration, except for those concerning rights that the parties cannot resolve.

**2.2.** The arbitrators have the power to rule on the T.R.A.S. jurisdiction, as well as on the exceptions invoked regarding the existence, purpose or validity of the arbitration agreement.

## **3. PLACE OF ARBITRATION**

**3.1.** The place of arbitration conducted within T.R.A.S., respectively any arbitration proceeding, will be in Bucharest, Romania, even if the hearings, if any, will be organized in another place, by video conference or in a hybrid format.

## **4. PROCEDURE BEFORE THE ARBITRATOR. WAIVER.**

**4.1.** To the extent not provided otherwise herein, the Arbitrators shall determine in their sole discretion the procedure in the proceedings before them.

**4.2.** Any party that proceeds with the arbitration and does not raise, without undue delay, its objection to a failure to comply with any provision of these Rules or any other rules applicable to the proceedings, any direction given by the Arbitrators, or to the conduct of the proceedings, shall be deemed to have waived its right to object in that respect.

## **5. LANGUAGE**

**5.1** The main working language of the T.R.A.S. shall be Romanian; the secondary working language is English.

**5.2** Documents provided to the T.R.A.S. in a language other than Romanian or English must be accompanied by a certified translation unless the Arbitrators decide otherwise.

**5.3** The Arbitrators may decide, after consultation with the parties, to hold the proceedings in another language.

## **6. PARTIES' REPRESENTATION**

**6.1.** The parties can make requests and exercise their procedural rights personally or they can be assisted by lawyers or, in the case of legal entities, by their own legal advisers.

**6.2.** In the arbitration procedure before the T.R.A.S., the power of attorney given to the lawyers, according to the law, represents the choice of domicile or, as the case may be, the procedural seat of the lawyer, if it does not provide otherwise.

## **7. COMMUNICATION WITH T.R.A.S. - COMMUNICATION OF PROCEDURAL DOCUMENTS**

**7.1** All procedural documents and other communications to and from the T.R.A.S. shall be made through the T.R.A.S. Secretary's Office. The parties shall transmit any such submissions, notifications or other communications by e-mail only. Transmission by other means shall be strictly limited to cases in which transmission by email is not technically feasible.

**7.2** Requests for Arbitration shall be filed to the T.R.A.S. Secretary's Office ([secretariat@tras.ro](mailto:secretariat@tras.ro)). Claimants shall use the template Request for Arbitration provided by T.R.A.S. on its website.

**7.3** Notifications and communications from T.R.A.S. to the parties or their representatives shall be made to the addresses indicated in the Request for Arbitration and the Answer, or to any other address specified in writing at a later point in time.

**7.4** If, after reasonable efforts, delivery cannot be made to a party to the arbitration in accordance with Article 7.3, the arbitrators can proceed to communicate the procedural documents to this person by advertising on the T.R.A.S. website. ([www.tras.ro](http://www.tras.ro)). Thus, any procedural document published on the T.R.A.S. website. shall be deemed to have been communicated to the party to the arbitration proceedings. The procedure is considered completed on the 3<sup>rd</sup> day after the publication of the document.

**7.5** If a party files a submission other than by email, the Arbitrators are entitled to request an electronic copy of the submission.

## **8. TIME LIMITS**

**8.1** Time limits for the filing of written submissions shall be determined by the Arbitrators by reference to a specific date.

**8.2** The Arbitrators may extend time limits or grant new time limits. Unless admitted otherwise by the Arbitrators in their sole discretion, any requests for extension shall be filed at least 3 (three) days before the last day of the relevant time limit and shall set out the reasons for which the request is made.

## **9. APPOINTMENT OF ARBITRATORS. THE ARBITRATORS' RESPONSIBILITY.**

**9.1.** Until the date provided for in art. 20.3, all disputes before T.R.A.S. will be settled by a panel consisting of three Arbitrators on the T.R.A.S. list of arbitrators at the time of Arbitration Request registration. The appointment of the members of the panel will be carried out by the Management Board of T.R.A.S., complying with the principle of rotation. In the event that one or several appointed Arbitrators are not available, are successfully challenged or decline the appointment, the Management Board of T.R.A.S. shall appoint another arbitrator(s).

**9.2.** After the appointment of the Arbitrators, before the continuation of the arbitration proceedings, each of the appointed Arbitrators will submit to the T.R.A.S. Secretary's Office a written declaration declaring their independence, impartiality and accepting the entrusted mandate. The parties will be informed of the existence and content of the statement.

**9.3.** An Arbitrator may be challenged if the circumstances give rise to legitimate doubts about his/her independence or impartiality. The challenge shall be submitted in writing, within 5 (five) days after the ground for the challenge has become known to the party making the challenge. The resolution of the challenge will be carried out by an arbitrator of T.R.A.S. who is not a member of the respective panel, designated by the Management Board of T.R.A.S. and which will be able to grant the parties and the Arbitrator in question, in advance, the right to support the challenge request, respectively the right to express their position regarding the reason for the challenge.

**9.4.** Only arbitrators who are part of the T.R.A.S. panel to whom the case was assigned for resolution can be challenged. Request to challenge all T.R.A.S. arbitrators. is inadmissible.

**9.5.** The Romanian Sports Arbitration Association, the President and Vice-President of T.R.A.S., the Arbitrators and all the auxiliary staff involved in T.R.A.S. arbitration cannot be held responsible for any actions or omissions in connection with the arbitration proceedings governed by these Regulations, except in cases of gross negligence or intentional actions or omissions.

## **10. REQUEST FOR ARBITRATION**

**10.1.** Arbitration before T.R.A.S. begins at the moment of receipt by the T.R.A.S. Secretary's Office of the Arbitration Request, which will include the following elements:

- a. Name and surname, domicile or, as the case may be, residence of the parties or, for legal entities, their name and headquarters. Also, the personal identification number or, as the case may be, the unique registration code or the tax identification code, the registration number in the trade register or entry in the register of legal entities and the bank account of the claimant, as well as of the defendant, if any, will be mentioned if known to the claimant;
- b. The name, surname and capacity of the person who represents the party before T.R.A.S., attaching proof of representation;
- c. The e-mail address, respectively the telephone number of the claimant and the defendant, as well as of the person representing the claimant and the defendant;
- d. Mention of the arbitration agreement, attaching a copy of the contract in which the clause is inserted, and, if it was recorded in a separate document or a copy of a compromise, if concluded.
- e. The object and, if applicable, the value of the request and the calculation by which this value was determined. The total amount requested as interest or penalty related to the period prior to the registration of the Arbitration Request shall be mentioned;
- f. Factual and legal reasons;
- g. The evidence on which the arbitration request is based. If the claimant's claims are based on a regulation, he/she has to attach a copy of the up-to-date version of that regulation, signed for compliance as true copy of the original;
- h. The mediation minutes, if this way of prior resolution of the dispute is foreseen;
- i. State whether a physical hearing is requested and whether a witness/witnesses need to be heard, indicating the reason why the claimant considers it necessary for a physical hearing to take place, as well as the evidence for the hearing of the witness/witnesses;
- j. Signature.

**10.2.** If the Arbitration Request does not meet the provisions of art. 10.1 (a) – (j), T.R.A.S. Secretary's Office will notify the party regarding the deficiencies within a period of 3 (three) days, under penalty of cancelling the request. If the claimant does not fulfil the obligations set in his/her charge, the President of T.R.A.S. will cancel the formulated request.

**10.3.** The arbitration before T.R.A.S. will not proceed until the handling fee, according to Article 19 is received in the bank account of the Romanian Sports Arbitration Association. The T.R.A.S. Secretary's Office may fix a final date for the payment of the handling fee. If the fee is not paid by the due date, the President of T.R.A.S. will cancel the Arbitration Request.

## **11. ARBITRATION COSTS**

**11.1.** T.R.A.S. Secretary's Office will fix the costs of the arbitration in accordance with the provisions of this Regulation, which will be paid to the bank account of the Romanian Sports Arbitration Association by the parties participating in the arbitration, according to art. 19, in equal instalments, unless the Arbitrators decide otherwise. When establishing these costs, the T.R.A.S. Secretary's Office will take into account, among other things, the value of the claim and the complexity of the case.

**11.2.** If one of the parties does not pay the instalment fixed by the T.R.A.S. Secretary's Office as arbitration costs, the other party will have the obligation to pay them, under the penalty provided for in art. 11.3.

**11.3.** The Arbitrators will not proceed with the arbitration until the costs of the arbitration have been paid in full. T.R.A.S. Secretary's Office may set a deadline for the parties to pay the costs of the arbitration. If the costs of the arbitration are not paid by the due date, the Request for Arbitration will be cancelled by the President of the T.R.A.S.

**11.4.** The provisions of art. 10 and 11 apply *mutatis mutandis* to counterclaims or other incidental claims made.

## **12. CONSERVATORY AND PROVISIONAL MEASURES**

**12.1.** As a result of a claim, the Arbitrators can establish conservatory and provisional measures such as distraint upon property, precautionary garnishment and seizure. In the event of an emergency, such measures may be established *ex parte*.

**12.3.** Requests for the establishment of certain conservatory and/or provisional measures can only be submitted with or after the registration of an Arbitration Request and will be resolved by a panel different from the one that judges the merits of the case.

**12.4.** The decisions to institute some conservatory and/or provisional measures may be conditional on the deposit of a fee, respectively a bond. The amount of the deposit will be determined by the T.R.A.S. Secretary's Office, by reference to the value of the claims and cannot exceed 10% of their value. In the same way, the amount of the fee will be established by the T.R.A.S. Secretary's Office, by reference to the value of the claims and cannot exceed 10% of their value.

**12.5.** Failure to make the deposit, respectively failure to pay the fee within the term provided by the T.R.A.S. Secretary's Office, will attract the cancellation of the request by the President of T.R.A.S.

**12.6.** An appeal can be filed against the Arbitral Decision establishing the conservatory measures, within 5 (five) days from the communication, this being conditional on the submission of a fee that will be established by the T.R.A.S. Secretary's Office by reference to the value of the claims and cannot exceed 10% of their value. The appeal request will be resolved by another T.R.A.S. panel than the one who issued the appealed decision.

**12.7.** By registering a Request for Arbitration in accordance with these Regulations, the parties expressly waive any right to request the courts of common law to take conservatory and/or provisional measures regarding the dispute referred to T.R.A.S.

### **13. ARBITRATION PROCEDURE. RESPONSE TO REQUEST FOR ARBITRATION.**

**13.1.** After registration and finding that the provisions of art. 10.1 are complied with, the Arbitration Request will be communicated to the Management Board of T.R.A.S., for a *prima facie* determination regarding the arbitrability of the object subject to the dispute in order to continue the arbitration. If the Management Board determines that there is no valid arbitration agreement concluded in favour of T.R.A.S., the President of T.R.A.S. will reject the Arbitration Request for lack of competence of T.R.A.S.

**13.2.** If the Management Board of T.R.A.S. ascertains case arbitrability by T.R.A.S., the administrative fee being paid, it will appoint the Arbitrators who make up the panel.

**13.3.** The Management Board of T.R.A.S. or the Arbitrators, if appointed for that purpose, may join two or more Requests for Arbitration into a single file. Joinder may be ordered when two or more cases are found to be closely related and the arbitration agreements are identical in substance. In the absence of exceptional circumstances, claims that are not based on the same contract, nor are they based on contracts that are directly related to each other, are not considered to be sufficiently closely related.

**13.4.** Also, the Management Board of T.R.A.S. or the Arbitrators may split an Arbitration Request in two or more files, when it is found that there is no close connection between the claims submitted to the arbitration or the arbitration agreements are not identical in substance.

**13.5.** T.R.A.S. Secretary's Office will inform the parties about the appointment of the Arbitrators who make up the panel, respectively about the arbitration costs set to be borne by the parties and will notify the Respondent of the Arbitration Request, as well as the procedural term within which he/she will have to submit the Response to the Arbitration Request, which will need to contain:

- a.** Any defence regarding the competence of T.R.A.S to resolve the dispute;
- b.** An objection regarding the claimant's request through which the factual and legal defences on which the Respondent's defence is based and his/her requests based on the merits of the case are shown;
- c.** The e-mail address, respectively the telephone number of the defendant, as well as of the person representing the defendant;
- d.** If applicable, the counterclaim, which must meet the same conditions as the arbitration request and the requests based on it;
- e.** Evidence on which the Respondent understands to base his/her response for the arbitration request. If the Respondent's defences are based on a regulation, he/she has to attach a copy of the up-to-date version of that regulation, signed for compliance with the original, under the penalty of removing these defences;
- f.** Mention if a hearing is requested in physical format and if the hearing of a witness/witnesses is requested, respectively the reason why the Respondent considers that a physical hearing is necessary to take place, as well as the evidence for the hearing of the witness/witnesses;
- g.** Signature.



## **14. SETTLEMENT OF ARBITRATION REQUEST**

**14.1.** After the communication of the Request for Arbitration and the Response to the Request for Arbitration, the Arbitrators will determine whether additional clarification of factual or legal issues are necessary and will request the parties to submit procedural positions regarding the issues raised. Unless the Arbitrators determine that they are necessary, pleadings filed by third parties will not be considered. Also, the procedural positions submitted by the parties will not be taken into account in the absence of an express prior request to this effect from the Arbitrators or without their agreement, which agreement will not be unreasonably withheld.

**14.2.** Arbitrators issue procedural orders through which they can order the presentation of additional evidence, request answers on specific issues or establish instructions for the continuation of the arbitration procedure.

**14.3.** Throughout the arbitration proceedings, the Arbitrators will encourage the parties to reach an amicable dispute settlement.

**14.4.** At the request of one or both parties or ex officio, if this is required, the Arbitrators may suspend the arbitration procedure for a period of no more than 30 days.

## **15. HEARING *IN PERSONAM***

**15.1.** No *in personam* hearings shall be held in arbitration proceedings under these Rules, unless, at the request of either party or ex officio, the Arbitrators decide to hold a hearing. Hearings before T.R.A.S. are not public.

**15.2.** Arbitrators will determine whether a hearing will be held by telephone, video conference, in physical (face-to-face) or hybrid format. If the arbitrators opt for a face-to-face hearing, they will determine where the hearing will take place.

**15.3.** For the organization of the hearing, the parties will have to bear additional arbitration costs, established by the T.R.A.S. Secretary's Office. The arbitrators may condition the holding of the hearing on the advance payment by the parties of the additional arbitration costs.

**15.4.** In the case of hearing witnesses, the Arbitrators will invite them to tell the truth and will draw their attention to the fact that false statements constitute a crime and are punished according to Law no. 286/2009 regarding the Criminal Code. The parties shall be responsible for the availability of proposed witnesses and shall bear all costs and expenses related to their hearing and, if applicable, the attendance of an interpreter.

## **16. CANCELLATION OF REQUEST FOR ARBITRATION. RESPONDENT'S FAILURE TO FULFILL OBLIGATIONS.**

**16.1.** If the claimant does not comply with the provisions of art. 7.1, respectively of art. 10.1, 10.2 and **10.3** of the Regulation regarding the Arbitration Request, although he/she was informed of the obligation to submit any missing elements, the President of T.R.A.S. may decide to cancel the Arbitration Request.

**16.2.** If the respondent does not comply with the provisions of art. 13.5 regarding the Counterclaim, although he/she was informed of the obligation to submit any missing elements, the competence to cancel the Counterclaim belongs to the Arbitrators.

**16.3.** If the respondent does not submit an Answer to the Arbitration Request or submits an answer that is not in accordance with the provisions of art. 13.5, the Arbitrators may continue the arbitration proceedings and rule on an arbitral award.

16.4. The Arbitrators may also rule on an arbitral award if a party fails to comply with a procedural order or other instructions issued by the Arbitrators or fails to appear at a hearing.

## **17. APPLICABLE LAW**

**17.1.** T.R.A.S. resolves the dispute under the contract and applicable law.

**17.2.** Based on the express and prior agreement of the parties, T.R.A.S. can settle the dispute in equity, according to the *ex aequo et bono* principle.

**17.3.** If a cause cannot be resolved either on the basis of the law or the customs, and, in the absence of the latter, nor on the basis of the legal provisions regarding similar situations, it will have to be judged on the basis of the general principles of the law, taking into account all its circumstances and the requirements of equity.

## **18. ARBITRATION AWARD**

**18.1.** Within no more than 45 days from the completion of the arbitration procedure or from the payment of additional arbitration expenses, by reference to any of these two moments, depending on which occurs last, the Arbitrators will issue a reasoned, dated and signed Arbitration Award.

**18.2.** The Arbitration Award shall be drawn up in writing and must include:

- a) The name of the arbitrators, the place and date of the decision;
- b) The name and surname of the parties, their domicile or residence or, as the case may be, the name and headquarters, the names and surnames of the parties' representatives, as well as of the other persons who participated in the litigation debate;
- c) Mention of the arbitration agreement under which the arbitration was conducted;
- d) The object of the litigation and the brief submissions of the parties;
- e) The factual and legal reasons for the decision, and in the case of equity arbitration, the reasons that, under this aspect, establish the solution;
- f) The decision;
- g) Signature of the arbitrators.

**18.3.** The arbitrators have the power to decide whether, in the preamble of the arbitration award, they will insert a brief summary of what was held in that case together with the key words of the case.

**18.4.** In order to develop a unitary jurisprudence of T.R.A.S., the Management Board of T.R.A.S. may refer the Plenum of Arbitrators to rule on legal issues likely to be resolved differently, or that have been resolved differently by T.R.A.S.

**18.5.** The Arbitration Awards of T.R.A.S. are considered to be ruled on at the headquarters of the Romanian Tribunal of Sports Arbitration.

**18.6.** T.R.A.S. Arbitration Awards are final, enforceable and binding from the moment of their communication to the parties.



**18.7.** The Arbitration Award can be annulled by annulment action in accordance with the provisions of art. 608 et seq. of Law no. 134/2010 Civil Procedure Code.

**18.8.** If the parties to an arbitration enter into a settlement after the appointment of the Arbitrators, the settlement will take the form of a Settlement Arbitration Award only if the parties so request, or only if the Arbitrators agree to the parties' request.

**18.9.** After the communication of the Arbitration Award, the Arbitrators may, as a result of a request or ex officio, correct material errors in the text of the Arbitration Award or other obvious mistakes that do not change the substance of the solution, as well as calculation errors.

**18.10.** If clarifications are needed regarding the meaning, extent or application of the provision of the decision or if it contains conflicting provisions, any of the parties may request T.R.A.S. to clarify the decision or remove the adverse provisions. Also, if by the decision issued, T.R.A.S. failed to rule on a claim, on a related or incidental claim, any of the parties may request its completion.

**18.11.** The request provided for in art. 18.9 respectively art. 18.10 can be formulated in no more than 10 days from the date of decision communication and is resolved by the same panel of T.R.A.S. which issued the Arbitration Award, which will grant the parties, in advance, the right to formulate a procedural position regarding the request, without an in-person hearing, except for situations where the arbitrators deem it necessary.

## **19. ARBITRATION EXPENSES**

**19.1.** Together with the Arbitration Request, respectively with the Counterclaim, the claimant in the Arbitration Request and, respectively, the claimant in the Counterclaim will pay into the following bank account:

**Beneficiary:** ROMANIAN SPORTS ARBITRATION ASSOCIATION

**Address:** Str. Benjamin Franklin, no. 16, Sector 1, Bucharest

**Tax identification number:** 47269057

**Bank:** Transilvania Bank

**IBAN:** RO59 BTRL RONC RT06 7120 9301 (RON); RO09 BTRL EURC RT06 7120 9301 (EUR);

**SWIFT:** BTRLRO22

a fixed, non-refundable arbitration fee according to the following table:

<b>Total value of the Arbitration Request object or of the Counterclaim (in lei)</b>	<b>The equivalent of the arbitration fee (in lei)</b>
Up to 5.000 lei	500 lei
Between 5,001 lei and 10,000 lei	1,000 lei
Between 10,001 lei and 25,000 lei	1,500 lei
Between 25,001 lei and 50,000 lei	2,000 lei
Between 50,001 lei and 75,000 lei	2,500 lei
Between 75,001 lei and 100,000 lei	3,000 lei
Between 100,001 lei and 150,000 lei	3,500 lei
Between 150,001 lei and 200,000 lei	4,000 lei
Between 200,001 lei and 300,000 lei	4,500 lei
Between 300,001 lei and 500,000 lei	5,500 lei

Between 500,001 lei and 1,000,000 lei	7,500 lei
Over 1,000,000 lei	8.500 lei plus 0.5% of what exceeds 1.000.000 lei
Non-patrimonial disputes	2,000 lei

<b>Total value of the Arbitration Request object or of the Counterclaim (in euro)</b>	<b>The equivalent of the arbitration fee (in euro)</b>
Up to 1,000 euros	100 euros
Between 1,001 euros and 2,000 euros	200 euros
Between 2,001 euros and 5,000 euros	300 euros
Between 5,001 euros and 10,000 euros	400 euros
Between 10,001 euros and 15,000 euros	500 euros
Between 15,001 euros and 20,000 euros	600 euros
Between 20,001 euros and 30,000 euros	700 euros
Between 30,001 euros and 40,000 euros	800 euros
Between 40,001 euros and 60,000 euros	900 euros
Between 60,001 euros and 100,000 euros	1,100 euros
Between 100,001 euros and 200,000 euros	1,500 euros
Over 200,000 euros	1,700 euros plus 0.5% of what exceeds 200,000 euros
Non-patrimonial disputes	400 euros

The arbitration fee will be taken into account by the Arbitrators when awarding arbitration costs.

19.2. After the appointment of the Arbitrators, together with the communication of the Arbitration Request, the amount of the arbitration costs will be established, which will be paid into the same bank account mentioned in art. 19.1 by the parties to the arbitration, according to the following table:

<b>The total value of the amount in dispute (in euros)</b>	<b>The equivalent of arbitration costs (in euros)</b>
Up to 1,000 euros	300 euro
Between 1,001 euros and 2,000 euros	450 euro
Between 2,001 euros and 5,000 euros	600 euro
Between 5,001 euros and 10,000 euros	840 euro
Between 10,001 euros and 15,000 euros	1,350 euros
Between 15,001 euros and 20,000 euros	2,750 euros
Between 20,001 euros and 30,000 euros	1,980 euros
Between 30,001 euros and 40,000 euros	2,400 euros
Between 40,001 euros and 60,000 euros	2,700 euros
Between 60,001 euros and 100,000 euros	3,600 euros
Between 100,001 euros and 200,000 euros	4,800 euros
Over 200,000 euros	6,000 euros plus 0.5% of what exceeds 200,000 euros

Non-patrimonial disputes	up to 3,600 euros
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<b>The total value of the amount in dispute (in lei)</b>	<b>The equivalent of arbitration costs (in lei)</b>
Up to 5,000 lei	1,500 lei
Between 5,001 lei and 10,000 lei	2,250 lei
Between 10,001 lei and 25,000 lei	3,000 lei
Between 25,001 lei and 50,000 lei	4,200 lei
Between 50,001 lei and 75,000 lei	6,750 lei
Between 75,001 lei and 100,000 lei	8,250 lei
Between 100,001 lei and 150,000 lei	9,900 lei
Between 150,001 lei and 200,000 lei	12,000 lei
Between 200,001 lei and 300,000 lei	13,500 lei
Between 300,001 lei and 500,000 lei	18,000 lei
Between 500,001 lei and 1,000,000 lei	24,000 lei
Over 1,000,000 lei	30,000 lei plus 0.5% of what exceeds 1,000,000 lei
Non-patrimonial disputes	up to 18,000 lei

**19.3.** At the conclusion of the arbitration proceeding, the presiding judge shall determine the final amount of the arbitration costs, which shall include the arbitration fee, arbitration expenses, and other T.R.A.S. fees, if any. The final cost of arbitration expenses may be included in the award or communicated separately to the parties.

**19.4.** The party claiming expenses incurred in connection with the arbitration procedure must prove their existence and extent, no later than the date of closing the debates on the merits of the case.

**19.5.** The Arbitration Award determines which party will bear the arbitration costs and in what proportion. As a general rule, in addition to the arbitration costs, the Arbitration Award will award to the party whose claim was accepted and any other costs incurred in connection with the arbitration procedure (such as the lawyer's fee, travel costs, reasonable costs related to the hearing of witnesses, etc.). When deciding on arbitration costs and any other costs incurred in connection with the arbitration proceedings, the Arbitrators will take into account, first of all, the complexity of the case, the percentage of success (by reference to the claims admitted by the Arbitrators against those requested by T.R.A.S.), and secondly, the party's procedural conduct, as well as the party's contribution to the arbitration costs.

**19.6.** Fees and any other expenses incurred in connection with the arbitration may be awarded as follows:

<b>The total value of the amount subject to arbitration (in lei)</b>	<b>The maximum amount of fees and expenses that can be claimed (in lei)</b>
Up to 30,000 lei	10,000 lei
Between 30,001 lei and 50,000 lei	15,000 lei
Between 50,001 lei and 100,000 lei	20,000 lei

Both 100,001 lei and 250,000 lei	25,000 lei
Between 250,001 lei and 500,000 lei	35,000 lei
Between 500,001 lei and 1,000,000 lei	45,000 lei
Between 1,000,001 lei and 2,500,000 lei	75,000 lei
Between 2,500,001 lei and 5,000,000 lei	100,000 lei
over 5,000,001 lei	200,000 lei
Non-patrimonial disputes	45,000 lei

<b>The total value of the amount subject to arbitration (in euro)</b>	<b>The maximum amount of fees and expenses that can be claimed (in euro)</b>
Up to 6,000 euros	2,000 euros
Between 6,001 euros and 10,000 euros	3,000 euros
Between 10,001 euros and 20,000 euros	4,000 euros
Between 20,001 euros and 50,000 euros	5,000 euros
Between 50,001 euros and 100,000 euros	7,000 euros
Between 100,001 euros and 200,000 euros	10,000 euros
Between 200,001 euros and 500,000 euros	15,000 euros
Between 500,001 euros and 1,000,000 euros	20,000 euros
over 1,000,000 euros	40,000 euros
Non-patrimonial disputes	10,000 euros

In case of active or passive procedural co-participation, the maximum amount of fees and expenses that can be requested is established separately for each party according to the table and principles mentioned above.

**19.7.** In order to determine the total value of the amount that is the object of the arbitration, the total value of all claims in the procedure is included (the value of the Arbitration Request, the Counterclaim, interests calculated until the time of request registration, late penalties calculated until the time of request registration, etc). If the total value of the amount forming the subject of the arbitration changes during the arbitration proceedings, as a result of a partial payment, for example, the relevant amount based on which T.R.A.S. will calculate de value is the greater one of the two sums.

**19.8.** Only from the perspective of the applicability of art. 19.1. 19.2, and 19.6, the total value of the Arbitration Request and the Counterclaim will be calculated separately.

## **20. FINAL AND TRANSITIONAL PROVISIONS**

**20.1.** These Rules enter into force on 21.08.2023 and are applicable to Arbitration Requests communicated to the T.R.A.S. Secretary's Office starting with this date.

**20.2.** The settled arbitration file is kept in the archive of the T.R.A.S. Secretary's Office.

**20.3.** Designation system by the T.R.A.S. Management Board of Arbitrators will be maintained as long as the number of T.R.A.S. arbitrators will be less than 30. After exceeding this number, based on the decision issued in this regard by the Management Board of T.R.A.S. , the system of choosing by the parties one arbitrator from the T.R.A.S. list of arbitrators will be applied, with the head arbitrator being

appointed by the two arbitrators or, in case of disagreement between them, by the President of T.R.A.S..

**20.4.** If T.R.A.S. is served with an appeal, the provisions of these Arbitration Rules shall apply *mutatis mutandis* in all respects.

**20.5.** The Management Board of T.R.A.S. has the power to decide on all matters not expressly regulated by these Arbitration Rules.

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LICENSED TRANSLATOR AND INTERPRETER

MAXIM CRISTINA RODICA

