

## **SCHEDULE OF ARBITRATION FEES AND COSTS**

### **SECTION I. Definitions**

1. **“Registration fee”** shall mean a fee paid when a Statement of Claim is filed with the ICAC to cover the costs to be incurred in connection with commencement of the arbitral proceedings. The registration fee shall be a part of the arbitration fee.
2. **“Arbitration fee”** shall mean a fee payable by the Claimant for each claim filed with the ICAC to cover the costs of the ICAC to be incurred in connection with the arbitration of a case. Arbitration fee includes arbitrators’ fees for examination and settlement of a dispute and an administration fee payable to cover the costs of organization and conduct of arbitral proceedings, including general business expenses made by the ICAC.
3. **“Additional costs of the arbitral proceedings”** shall mean special-purpose expenses arising in connection with the examination of a specific case (in particular, expenses of examination by experts, oral and written translations, reimbursement of the arbitrators’ travelling expenses, and so on).
4. **“Expenses of the parties”** shall mean expenses incurred by the parties separately to protect their interests in proceedings conducted at the ICAC (travelling expenses of the parties’ representatives, lawyers’ fees, and so on).

### **SECTION II. Registration fee**

1. The registration fee to be paid by the Claimant when a Statement of Claim is filed with the ICAC shall amount to U.S. Dollars 600.
2. The Ukrainian residents shall pay the registration fee in Ukrainian Grivnas at the exchange rate of the National Bank of Ukraine on the day of payment. The amount of the registration fee shall be transferred to the account of the Ukrainian Chamber of Commerce and Industry No. **260020128332** in Ukreximbank in Kyiv, MFO **322313**, OKPO code **00016934**. The foreign residents shall pay the registration fee in a freely convertible currency on the foreign currency account of the Ukrainian

Chamber of Commerce and Industry No. **260020128332/840** in the same bank.

The Ukrainian Chamber of Commerce and Industry shall be indicated as a beneficiary.

The registration fee shall be paid without VAT (Value Added Tax).

3. The registration fee is not refundable. The registration fee shall be counted against the subsequent payment of the arbitration fee.

### **SECTION III. Arbitration fee**

1. The claims shall be paid by the arbitration fee. The arbitration fee payable for non-property claims amounts to U.S. Dollars 1,800. The arbitration fee payable for property claims shall be calculated depending on the amount of the claim according to the following schedule:

<b>Amount of the claim (U.S. Dollars)</b>	<b>Arbitration fee (U.S. Dollars)</b>
up to 10,000	1,800
10,001 to 50,000	1,800 + 6% on the amount above 10,000
50,001 to 100,000	4,200 + 4% on the amount above 50,000
100,001 to 200,000	6,200 + 3% on the amount above 100,000
200,001 to 500,000	9,200 + 2% on the amount above 200,000
500,001 to 1,000,000	15,200 + 1% on the amount above 500,000
1,000,001 to 2,000,000	20,200 + 0,5% on the amount above 1,000,000
2,000,001 to 5,000,000	25,200 + 0,45% on the amount above 2,000,000
5,000,001 to 10,000,000	38,700 + 0,3% on the amount above 5,000,000
10,000,001 to 20,000,000	53,700 + 0,2% on the amount above 10,000,000
20,000,001 to 50,000,000	73,700 + 0,15% on the amount above 20,000,000
over 50,000,000	118,700 + 0,1% on the amount above 50,000,000

2. The above amounts of the arbitration fee shall be paid when the case is examined by three arbitrators. If the case is examined by a sole arbitrator, the arbitration fee shall be reduced by 20%.

3. To determine the amount of the arbitration fee in each case, if the amount of the claim is expressed in currencies other than U.S. Dollars, it shall be converted to amount expressed in U.S. Dollars at the exchange rate of the National Bank of Ukraine on the date when the claim is submitted.

4. The Ukrainian residents shall pay the arbitration fee in Ukrainian Grivnas at the exchange rate of the National Bank of Ukraine on the day

of payment. The sum of the arbitration fee shall be transferred to the account of the Ukrainian Chamber of Commerce and Industry No. **260020128332** in Ukreximbank in Kyiv, MFO **322313**, OKPO code **00016934**. The foreign residents shall pay the arbitration fee in a freely convertible currency on the foreign currency account of the Ukrainian Chamber of Commerce and Industry No. **260020128332/840** in the same bank.

The Ukrainian Chamber of Commerce and Industry shall be indicated as a beneficiary.

The arbitration fee shall be paid without VAT (Value Added Tax).

5. The arbitration fee and all other amounts due to the ICAC shall be considered as paid on the date when they are credited to the account of the Ukrainian Chamber of Commerce and Industry.

The costs of the bank transfer of the aforesaid amounts shall be borne by the party making the respective payment.

6. The arbitration fee, less the amount of the registration fee paid at the submission of the Statement of Claim, shall be paid by the Claimant within 30 days after receipt of the notice of the ICAC about the amount of the fee to be paid.

The case shall not progress until the payment of the arbitration fee has been made.

#### **SECTION IV. Reduction in the amount and partial return of the arbitration fee**

1. If, in the course of the arbitral proceedings, the parties have agreed that the case shall be examined by a sole arbitrator, 20% of the amount of the arbitration fee paid by the Claimant for the examination of the case by three arbitrators shall be returned to the Claimant.

2. If the Arbitral Tribunal terminates the arbitral proceedings:

a) before the date of the first meeting, 50% of the amount of the arbitration fee (the registration fee is to be deducted from the amount of the arbitration fee) shall be returned to the Claimant;

b) at the first meeting without rendering an award, 25% of the amount of the arbitration fee (the registration fee is to be deducted from the amount of the arbitration fee) shall be returned to the Claimant.

3. If the President of the ICAC terminates the arbitral proceedings, 75% of the amount of the arbitration fee (the registration fee is to be deducted from the amount of the arbitration fee) shall be returned to the Claimant.

4. The decision on the partial return of the arbitration fee shall be inserted into the award or an order for the termination of the arbitral proceedings.

## **SECTION V. Arbitration fee for a Counter-claim or Set-off**

1. A counter-claim or set-off shall be subject to the same rules as are applicable to the arbitration fee for the initial claim. The arbitration fee for a counter-claim or set-off statement shall be calculated at rates being effective on the filing date of the initial claim and shall be paid as specified in Section III of this Schedule.

## **SECTION VI. Apportionment of the arbitration fee**

1. Unless the parties have agreed otherwise, the arbitration fee shall be charged to the party against which the award is made.

2. If a claim is granted in part, the arbitration fee shall be charged to the Respondent in proportion to the amount of the granted claims, and the Claimant shall bear the arbitration fee relating to the amount of the claim that have been dismissed.

## **SECTION VII. Payment of the additional costs of the arbitral proceedings**

1. The ICAC may require the parties or either of them to deposit an advance for the additional costs of the arbitral proceedings. The advance for the additional costs may be required by the ICAC from the party requesting an additional act likely to lead to additional costs to be incurred in the course of the proceedings, if such request is deemed justified.

2. The ICAC may make performance of any acts in the arbitration of a dispute subject to payment by the parties or either of them of an advance for the additional costs within a fixed period of time.

3. If a party appoints an arbitrator residing permanently out of the place of the hearings at the ICAC, that party shall be required to deposit an advance for the costs of the participation of such arbitrator in the arbitral proceedings (travelling expenses, accommodation, board, visa, and so on). If the party fails either to deposit the required advance within the fixed period of time or to appoint any other arbitrator whose participation in the arbitral proceedings does not entail additional costs, the party shall be deemed to have waived his right to appoint an arbitrator, and the President of the Ukrainian Chamber of Commerce and Industry shall appoint an arbitrator for such party.

If such person is acting as a presiding arbitrator or a sole arbitrator, the advance for the costs of his participation in the arbitral proceedings shall be deposited by both parties in equal amounts. If the Respondent fails to deposit his respective advance amount within the specified period of time, the Claimant shall be required to deposit such advance amount in full.

4. If, during the examination of the case, either of the parties requests the explanations and statements of the parties, or questions, comments, or directions of the Arbitral Tribunal to be translated, the costs of translation shall be met by that party.

If the arbitral proceedings in the case are conducted neither in Ukrainian nor in Russian languages, all possible costs of translation shall be charged to both parties in equal amounts.

The ICAC may require the respective party or both parties to deposit an advance for such costs.

5. If the parties have agreed that the hearings of the case shall be held outside the ICAC location, the parties shall bear all additional costs solidary.

The ICAC may require the parties or either of them to grant a respective guarantee to compensate for these costs as well as to deposit an advance for such costs.

Failing deposit of the required advance within the fixed period of time, the hearings of the case shall be held in the place of the ICAC location.

6. The additional costs of the arbitral proceedings shall be computed in the currency in which they are incurred. The date of payment of the costs shall be determined according to item 5 of Section III of this Schedule.

## **SECTION VIII. Expenses of the parties**

1. Each party shall bear its own expenses specified in item 4 of Section I.

2. The expenses incurred by the successful party in connection with the protection of its interests in proceedings conducted at the ICAC (travelling expenses of the parties' representatives, lawyers' fees, and so on) may be charged to the other party to the extent that the Arbitral Tribunal determines that the amount of such costs is reasonable.

## **SECTION IX. Different apportionment of arbitration fees and costs**

1. The ICAC may, taking into account the circumstances of a particular case, order a different apportionment of the arbitration fees, additional costs of the ICAC, and expenses of the parties than that specified in Sections VI-VIII of this Schedule, in particular, it may order one party to reimburse any additional expenses incurred by the other party through inappropriate or bad faith acts of such party, including acts causing unjustified delay in the arbitral proceedings.