

RULES OF PROCEDURE OF THE EAST TRANSNATIONAL ARBITRATION COURT

Section I General Rules

Article 1: Status and Organization of the Arbitration Court

(1) The East Transnational Arbitration Court, hereinafter referred to as the Arbitration Court, is a permanent arbitration court operating in accordance with the Rules of Procedure of the Arbitration Court and Arbitration Law as well as other laws and international agreements effective in the Republic of Latvia and applicable to the Arbitration Court.

(2) The founder of the Arbitration Court is the Association for Legal Awareness, Reg. No.40008188051, hereinafter referred to as the Founder. The Arbitration Court was established on 27 February 2012. The Arbitration Court settles international and local disputes of the commercial and other character. The Internet address for the Arbitration Court's website is <http://www.arbcourt.lv/>.

(3) The Arbitration Court operations are administered by the Chairman of the Arbitration Court performing its duties under the Rules of Procedure of the Arbitration Court in order to arrange arbitration proceedings, to supervise and ensure formation of an arbitration panel and its operation. The Chairman of the Arbitration Court does not engage in settling the disputes except for cases where appointed to the arbitration panel.

(4) The Chairman of the Arbitration Court is appointed by the Executive Board of the Founder according to its established appointment term and order.

(5) The Arbitration Court shall resolve any civil legal disputes, provided that the parties have voluntarily agreed upon and concluded an arbitration agreement, except for the following disputes:

- a) the adjudication of which may infringe the rights of such person who is not a party to the arbitration agreement;
- b) where at least one of the parties is a State or local government authority, or an award regarding which by the court of arbitration may infringe the rights of the State or local government authority;
- c) related to entries made in the Civil Records Register;
- d) on the rights and obligations, or interests protected by law, of such persons who are under guardianship or trusteeship;
- e) over the establishment, alteration or termination of property rights in regard to immovable property, if a party to the dispute is a person whose rights to acquire the immovable property for ownership, possession or use are restricted by law;
- f) regarding the eviction of natural persons from residential premises;
- g) between an employee and an employer, provided that the dispute has arisen due to concluding, amending, terminating or fulfilling an employment contract, or due to applying or interpreting legal norms, or the provisions of a collective agreement or work procedure regulations (individual employment relations dispute);
- h) regarding the rights and obligations of persons who have been declared insolvent.

(6) The Arbitration Court shall not adjudicate any disputes related to matters to be examined under special forms of procedure.

Article 2: Arbitration Court Agreement

(1) An arbitration agreement is an agreement entered into between the parties in order to refer a civil legal dispute for resolution by a court of arbitration. An arbitration agreement may be entered into by any natural person with the capacity to act, a legal person governed by private law, or a legal person governed by public law in the private law area. The parties may agree to refer for resolution by a court of arbitration a civil legal dispute which has already arisen or may arise in future.

(2) An arbitration court agreement may be entered into both as a separate written agreement and as a separate provision included in a written agreement concluded between parties (an arbitration clause). Such agreement, which has been entered into by exchange of items sent via post or by means of electronic communication by the parties and ensuring that the intent of both parties to refer an existing or possible civil legal dispute for resolution to a court of arbitration is recorded with a safe electronic signature, shall also be considered an agreement in writing.

(3) When a plaintiff files a claim to the Arbitration Court attaching an arbitration court agreement where no particular name of an arbitration court is indicated, a dispute is subject to resolution by the Arbitration Court where the agreement of parties is certain to provide the dispute is referred to an arbitration court on a plaintiff's choice or a defendant agrees to refer the dispute to the Arbitration Court as well as if the agreement between parties does not include explicit conditions which do not allow the dispute to be referred to the Arbitration Court.

(4) Persons who have entered into an arbitration court agreement do not have the right to withdraw therefrom unless the arbitration court agreement has been amended or rescinded pursuant to the procedures stipulated by law or by the agreement. If an arbitration court agreement is concluded as a separate provision in a written contract concluded between parties (an arbitration clause), such provision shall be regarded as an independent agreement and this agreement to refer a dispute for resolution to an arbitration court shall remain in effect even when the contract, in which it is included, has expired or is declared null and void.

(5) Where a party has died (a natural person) or ceased to exist (a legal person), this does not terminate the arbitration court agreement as long as it is not otherwise agreed to by the parties and the disputed legal relations allow the taking over of rights.

Article 3: Terms

The arbitration panel or, if an arbitration panel is not yet appointed, the Chairman of the Arbitration Court, shall determine the procedural deadlines, and the procedures for the extension or renewal thereof, within the limits of the deadlines laid down in law or by these Rules of the Procedure.

Article 4: Correspondence

(1) All notifications, applications or other forms of correspondence are to be sent by registered mail or electronic mail, provided that the party has notified the Arbitration Court that he or she agrees to use electronic mail for correspondence with the Arbitration Court, or shall be delivered to the addressee personally to be signed.

(2) Correspondence is considered to be received when it is delivered to the addressee personally or by registered mail to the mailing address or to electronic mail address indicated by the addressee, or to the legal address of a legal person, or to the declared place of residence of a natural person.

Article 5: Representation and Absence of a Party

- (1) Natural persons conduct their matters themselves or through their authorized representatives. Matters of legal persons shall be conducted in an arbitration court by their officials acting within the scope of the authorization conferred pursuant to law, articles of association or by-law, or by other authorized representatives of legal persons.
- (2) If a party, without justified cause, fails to attend a court of arbitration sitting or to submit documentary evidence, the arbitration panel shall continue arbitration proceedings and resolve the civil legal dispute on the basis of the evidence at its disposal.

Article 6: Procedure of Arbitration Court Proceedings and Jurisdiction

- (1) The parties are entitled to freely determine the procedures for arbitration proceedings within the framework of the law. The arbitration proceedings shall be organised according to the rules of procedure of the permanent court of arbitration unless the parties have agreed upon other procedures for arbitration proceedings in an arbitration agreement, insofar as it is allowed by the rules of procedure of the Arbitration Court.
- (2) The arbitration panel may decide on a matter concerning the jurisdiction over a dispute at any stage of the arbitration proceedings.
- (3) An application regarding the fact that a civil legal dispute is not subject to court of arbitration may be submitted by a party until the term for submission of a reference expires.

Article 7: Place for and Language of Arbitration Court Proceedings

- (1) The arbitration panel has the right to freely determine the location of arbitration proceedings, taking into account efficiency considerations, if it has not been agreed upon by the parties.
- (2) The parties have the right to agree on the language of arbitration proceedings. If the parties have not agreed thereon, the language of the arbitration proceedings shall be Latvian, nevertheless an arbitration panel has the right to determine other language as the arbitration proceedings language. An arbitration panel may require from parties a translation of any documentary evidence into the language, in which the arbitration proceedings are conducted.

Article 8: Confidentiality of Proceedings

- (1) Arbitration proceedings shall be confidential, unless the parties have agreed otherwise. Court of arbitration sittings shall be closed, and the arbitration panel shall not disclose to any third parties or publish the information concerning the arbitration proceedings, unless the parties have agreed otherwise. Persons who are not parties to the arbitration proceedings may only be present at an arbitration court sitting with the parties' consent.
- (2) Information regarding arbitration proceedings shall be provided to persons entitled to receive such information for the performance of functions laid down in the law.

Article 9: Evidence

- (1) Parties shall prove the circumstances to which they refer. The admissibility and eligibility of evidence shall be determined by an arbitration panel. No evidence shall have any predetermined effect as would be binding upon the arbitration panel. An arbitration panel shall set out in the reasoned part of the judgment made by it as to why it has given preference to one body of evidence in comparison to another, and why it

has found certain facts as proven, and others as not proven. An arbitration panel is entitled to request parties to submit additional evidence.

(2) Any natural person may be invited as a witness, inter alia an expert as a witness, by parties or by arbitrators notwithstanding relationship of this person with any of the parties. In written proceedings testimonies are given in the form of written elucidations the truth of which is testified by the witness's signature. Arbitrators may also accept written testimonies designated in the said form in other occasions on the basis of reasonable considerations for instance but not only, when a witness is not able to appear in a sitting examining a matter or the appearance of the witness in the sitting entails extra expenses in considerable amount, or when there is a risk to considerably prolong the arbitration court proceedings exists.

(3) Documents shall be submitted in the form of an original or in the form of a duly certified true copy, copy, or extract. If a party submits a true copy, copy or extract of a document, an arbitration panel may itself, or upon request of the other party, require that the original document be submitted. The arbitration panel shall return the original document to the person who submitted it, upon request of this person, adding a duly certified true copy, copy or extract of the document to the materials of the arbitration proceedings.

(4) Arbitration court may request the party to submit documents with copies for each arbitrator and for other participants of the proceedings as well as to hand out to each arbitrator and the other party the summary of evidence on which the party is to base its claims or objections in the time period provided by the Arbitration Court.

(5) Evidentiary means in a court of arbitration may consist of explanations of the parties, documentary evidence (written documents, audio recordings, video recordings, electronic data carriers, digital video discs, etc.), real evidence, and expert opinions.

(6) An arbitration panel is entitled to request, upon substantiated request from a party, that documentary evidence in the possession of the other party be submitted. The party requesting the arbitration panel to request documentary evidence shall describe such evidence and provide reasons for presuming that the evidence is in the possession of the other party. If a party refuses to submit the documentary evidence requested by the arbitration panel within the time period provided by it, without denying that the party possesses such evidence, the arbitration panel may admit as proven the facts, which the opposite party sought to prove by referring to such documentary evidence.

Article 10: Expert-examination

(1) An arbitration court, at the request of a party submitted before an award on a case is passed, may order an expert-examination inviting one or several experts. The party shall justify its request accordingly and shall indicate particular questions that need to be answered by ordering the expert-examination. An expert-examination may be ordered only when a party has paid the expenses of the expert-examination in advance.

(2) Parties pursuant to the requirement of the arbitration court shall submit necessary information, documents; present any articles for inspection to an expert as they are requested. Parties are authorized to get acquainted with an expert opinion after it is received at the Arbitration Court. Where a dispute is examined in oral hearings, an expert, pursuant to the request of any party, may be summoned to a sitting of an arbitration court to provide explanations and answer the questions.

Article 11: Rights to Object

When a party has failed to submit written objections to an arbitration court immediately

after it has come to its knowledge that any of the provisions of the arbitration court procedure has been breached or has not been complied with, it shall be deemed that the party has waived its right to raise such objections, except for cases where the party has not raised such objections due to reasons beyond its control.

Section II Initiation of the Arbitration Court Proceedings

Article 12: Initiation of the Arbitration Court Proceedings on a Case

(1) The arbitration proceedings are to begin when a statement of claim is submitted to the Arbitration Court. The statement of claim shall be submitted in writing. The statement of claim is attached by as many true copies as there are participants in the matter.

(2) If a statement of claim and documents attached to it are in accordance with the Rules of Procedure, the Chairman of the Arbitration Court immediately sends a notification on the initiation of the arbitration proceedings and a true copy of the statement of claim to the defendant offering to submit a written response to the claim according to Article 14 hereof and also to name the arbitrator it has chosen, where the dispute shall be resolved by an arbitration panel consisting of three or more arbitrators, or agree upon the arbitrator with the plaintiff, where the dispute is to be resolved by a sole arbitrator, if only the parties have not agreed upon different procedure to appoint arbitrators.

Article 13: Statement of Claim

(1) A statement of claim shall include:

- a) the given name, surname, personal identity number, declared place of residence, but if none, the place of residence, of a plaintiff; for a legal person — the name, registration number and registered office. The plaintiff may indicate his or her telephone number or electronic mail address, if he or she agrees to use telephone or electronic mail for correspondence with the court of arbitration;
- b) the given name, surname, personal identity number, declared place of residence and additional address indicated in the declaration, but if none, the place of residence of the defendant; for a legal person — the name, registration number and registered office. The personal identity number or registration number of the respondent shall be included, if such is known;
- c) if the action is brought by a representative — the given name, surname, personal identity number and address for correspondence with the court of arbitration of a plaintiff; for a legal person — the name, registration number and registered office;
- d) in claims for the recovery of monetary amounts — the name of the credit institution and account number, to which payment is to be made, if any;
- e) the claim subject, sum of the claim, the calculation of sum of the claim;
- f) the grounds for the claim and evidence proving it;
- g) claims raised by the plaintiff;
- h) a list of attached documents;
- i) an arbitrator it has chosen, where the dispute shall be resolved by an arbitration panel consisting of three or more arbitrators;
- j) other information, if such is necessary for the adjudication of the case.

(2) A statement of claim shall be attached by:

- a) an arbitration agreement, unless it is included in an agreement, in connection with

which the dispute has arisen;
b) the agreement in relation to which the dispute has arisen;
c) the documents referred to by the plaintiff in the statement of claim;
d) true copies of the statement of claim for other participants of the arbitration proceedings;
e) the document confirming the payment of costs of the arbitration court procedure – costs related to an examination of a dispute and arbitrator fees.
(3) Where the statement of claim or the attached documents do not comply with these Rules of the Procedure the Arbitration Court leaves the statement of claim not proceeded with and notifies the submitter on this, fixing the date within which shortcomings shall be improved. Where shortcomings are improved within the fixed date the statement of claim is deemed to be submitted. Where shortcomings are not improved within the fixed date the statement of claim is returned (sent) back to the claimant without examination.

Article 14: Response to a Claim

(1) Where the parties have not agreed upon the limit for submitting a response to a claim, the defendant shall submit a response to a claim to the Arbitration Court within fifteen (15) days as from the day of sending the statement of claim indicating:
a) whether he or she admits the claim fully or partially;
b) his or her objections to the claim;
c) the circumstances justifying his or her objections, and evidence, which certify his or her objections;
d) other circumstances, which he or she considers to be important in the examination of the civil legal dispute;
e) his or her telephone number or electronic mail address, if he or she agrees to use telephone or electronic mail for correspondence with the court of arbitration.
(2) A response to a claim shall be submitted to the court of arbitration, appending therewith as many true copies as there are participants in the matter.
(3) Failure to submit a response to a claim is not an impediment to the adjudicating of a civil legal dispute.

Article 15: Counterclaim

If the parties have not agreed on the procedures for submitting a counterclaim, it is to be submitted within fifteen (15) days as from the day of sending a statement of claim. The counterclaim is to be drawn up according to the requirements for the statement of claim. It is not necessary to attach to the counterclaim such documents that have already been attached to the statement of claim.

Article 16: Response to a Counterclaim

A response to a counterclaim is to be submitted within fifteen (15) days as from the day of sending a statement of claim. The response to the counterclaim is to contain objections, if there are any, and evidence justifying them.

Article 17: Excluded (29.05.2015.)

Section III Establishment of an Arbitration Panel

Article 18: Number of Arbitrators and their Appointment

(1) An arbitration panel is established according to parties' agreement. The number of arbitrators shall be comprised of an odd number. If parties have not agreed as to the number of arbitrators, the arbitration court shall consist of three (3) arbitrators. An arbitration court may also consist of a sole arbitrator if the parties agree thereto.

(2) Where the parties have agreed a dispute shall be examined by three arbitrators, each party shall appoint one arbitrator indicated in the statements of claim or the response to the claim accordingly, who shall agree within five (5) days on the third arbitrator to operate as the chairperson of the arbitration panel. If the parties have agreed upon a greater number of arbitrators, each party shall appoint equal number of arbitrators who shall agree on the chairperson of the arbitration panel. An arbitrator is to be appointed from the list of arbitrators of the Arbitration Court available on the website of the Arbitration Court and submitted to the Enterprise Register.

(3) Where there is a number of claimants and/or defendants in arbitration court proceedings, they shall on their behalf mutually agree upon joint candidate(-s) for arbitrator(-s) within the time periods set by these Rules of Procedure.

(4) If a dispute is examined by a sole arbitrator, but the parties has not agreed upon particular arbitrator until a response to a claim is made or term to give a response to a claim is expired, it is to be appointed by the Chairman of the Arbitration Court.

(5) Where any party does not appoint an arbitrator on its behalf in circumstances and within the time periods set hereof or where arbitrators appointed by parties have not agreed on the chairperson of the arbitration panel, the Chairman of the Arbitration Court is to appoint the respective arbitrator or chairperson of the arbitration panel within fifteen (15) days after receiving the response to the claim or the expiry of the term provided for submitting the response to the claim, or, in circumstances set in paragraph six of this article, after expiry of the respective term.

(6) Where the mandate of an arbitrator expires before a case is heard, the respective party (-ies), the parties' appointed arbitrators (if the mandate of the chairperson of the arbitration panel expires) shall appoint a substitute arbitrator for his/her replacement according to the provisions of this article within fifteen (15) days after the expiry of the mandate of the arbitrator to be replaced.

(7) Where the only arbitrator or all the arbitrators on the arbitration panel are replaced, the dispute examination is to start from the beginning. Where there are three (3) arbitrators examining the dispute and any of them is replaced, the matter on whether to start the dispute examination from the beginning or to continue with the dispute examination is solved by the newly established arbitration panel.

Article 19: Arbitrator and Impartiality of an Arbitrator

(1) An arbitrator is a natural person appointed to resolve a dispute in accordance with the provisions of an arbitration court agreement, the Arbitration Law and of these Rules of the Procedure. Any arbitrator from the list of arbitrators available on the website of the Arbitration Court and submitted to the Enterprise Register may be appointed as an arbitrator. The arbitrators included in the list of arbitrators meet the requirements of the Sections 14, 15 of the Arbitration Law has agreed to be on the arbitrator list in writing.

(2) An arbitrator shall perform his/her duties in good faith without being subject to any influence and is to be independent and objective. The arbitrator is not a representative of the party by whom he/she is appointed.

(3) A person who is asked to consent to their appointment as an arbitrator must disclose to the parties any circumstances, which may cause reasonable doubt as to the objectivity

and independence of this person. If such circumstances have arisen or have become known after initiation of arbitration proceedings, but before completion thereof, the arbitrator shall disclose them to the parties without delay.

Article 20: Dismissal and Rejection of an Arbitrator

(1) If a party has appointed an arbitrator and the other party has been notified thereof, it may not dismiss such an arbitrator without the consent of the other party. An arbitrator may be removed if:

- a) the restrictions referred to in Section 16, Paragraph one of the Arbitration Law regarding participation of an arbitrator in the adjudication of a matter apply to him or her and the arbitrator has not recused himself or herself;
- b) the arbitrator does not conform to the requirements of the Arbitration Law;
- c) the arbitrator does not conform to the requirements agreed upon by the parties;
- d) there are other circumstances that cause reasonable doubt as to the objectivity and independence of the arbitrator.

(2) A party may apply for the removal of an arbitrator within five days from the day, on which the party has become informed regarding the appointment of the arbitrator, or becomes informed regarding any of the circumstances referred to in Paragraph one of this Article, by sending a notice to the court of arbitration specifying the arbitrator that the party wishes to remove and the grounds for the removal.

(3) A party may reject an arbitrator which it has appointed or in appointment of which it has participated only when the grounds for rejection has come to this party's knowledge after the appointment of the arbitrator.

(4) If the arbitrator to whom removal has been declared does not withdraw from performing his or her duties, the arbitration panel or the arbitrator himself or herself shall decide on the removal within five days after receipt of the notice.

(5) If a removal of an arbitrator is accepted, a new arbitrator shall be appointed in accordance with the procedures laid down in the agreement or the rules of procedure of the permanent court of arbitration.

Article 21: Termination of Authority of an Arbitrator

(1) The term of office of arbitrators shall be terminated:

- a) if the refusal of the arbitrator has been accepted;
- b) if the arbitrator has recused himself or herself from resolving a civil legal dispute;
- c) if the parties have agreed on the dismissal of the arbitrator;
- d) if the arbitrator is subject to the restrictions specified in Section 15 of the Arbitration Law;
- e) with his or her death;

(2) Parties may freely agree on the procedures for terminating the term of office of an arbitrator. If the parties have not agreed thereon the provisions of these Rules of Procedure shall apply.

Article 22: Certification of Signatures of Arbitrators

Signatures of arbitrators are certified by the stamp of the Founder.

Section IV

Proceedings of and Awards by the Arbitration Court

Article 23: Legal Procedure Applicable to Resolution of Disputes

These Rules of Procedure and procedural norms provided for in the Arbitration Law as well as provisions agreed by parties in an arbitration court agreement shall be binding on an arbitration panel.

Article 24: Substantive Law Applicable to Disputes

An arbitration panel shall apply laws and customary transaction practices agreed by parties to the extent it does not conflict with the provisions of Sections 19, 24 and 25 of the Civil Law and European Parliament and European Council regulation (EC) No. 593/2008. Where parties have not agreed upon laws and customary transaction practices applicable to their relations or the arbitration court has found it to be invalid, the applicable law shall be determined in accordance with the provisions of the Introduction to the Civil Law of Latvia and European Council regulation (EC) No. 593/2008.

Article 25: Resolution of a Dispute

(1) In resolving a dispute an arbitration court shall observe the principle of equal rights and adversary procedure between parties. Each party has equal rights to express its opinion, defend its rights and submit evidence. Documents, evidence and other information received by the Arbitration Court is presented to the parties.

(2) The arbitration panel shall resolve a civil legal dispute in an oral procedure, if the parties have not agreed on the type of proceedings in the arbitration agreement, but where one of the parties, until the making of an award, requests oral proceedings

(3) Where a dispute is resolved in oral hearings to hear explanations and objections of parties as well as to review evidence, an arbitration panel, after the final term for submitting a response is expired or upon submitting a response, sets a place and time for examining a case announcing the parties thereof by sending corresponding notice at least fifteen (15) days before the set date.

(4) When any of arbitrators is replaced and a dispute is resolved in oral hearings the matter on whether and to which extent oral hearings, where such hearings have already been held, are to be repeated is decided by a newly established arbitration panel.

(5) If any of the parties wants minutes of an arbitration court sitting during oral hearings to be taken, it shall submit a written request and pay remuneration for secretary services set in these Rules of Procedure before the day of an arbitration court sitting. The minutes of an arbitration court sitting are to be taken by the secretary chosen by the Arbitration Court and the minutes shall be signed by all the arbitrators and the secretary within three (3) days as from the sitting. The parties are entitled to acquaint themselves with the minutes and to submit in writing notes and objections within five (5) days as from the signing of the minutes.

Article 26: Arbitration Court Decisions

An arbitration panel may take a decision to postpone the resolution of a civil legal dispute and other procedural issues, without adjudicating the subject-matter of the civil legal dispute.

Article 27: Suspension of Proceedings and Deferment of Dispute Resolution

(1) An arbitration panel may decide to suspend arbitration court proceedings or to defer resolution of a dispute at the reasonable request by one of the parties or on its own initiative. Suspension of arbitration court proceedings suspends continuity of procedural time periods. Arbitration court proceedings are renewed by the arbitration court by a decision on its own initiative or at the request of parties.

(2) Arbitration court proceedings may be suspended:

- a) where one of the parties has died (a natural person) or has ceased to exist (a legal person) and the legal relation allows the taking over of rights as well as the parties have not agreed in such a case to terminate the arbitration court proceedings; an arbitration court shall suspend the arbitration court proceedings until the assignee of rights is determined;
- b) where the resolution of the dispute is impossible before another dispute is not resolved
in civil, criminal or administrative procedure;
- c) where the arbitrations court sets an expertise;
- d) where parties have agreed upon that;
- e) in other circumstances when the arbitration panel admits the resolution of the dispute to be impossible.

Article 28: Termination of Arbitration Court Proceedings

(1) An arbitration panel shall take a decision to terminate arbitration proceedings if:

- a) the plaintiff withdraws the claim;
- b) the parties agree on a settlement;
- c) the arbitration agreement has, in accordance with the procedures laid down in law or by the agreement, ceased to be in effect;
- d) the arbitration panel finds that the court of arbitration does not have jurisdiction over the civil legal dispute;
- e) a natural person who is one of the parties dies, or a legal person who is one of the parties ceases to exist, and the disputed legal relationship does not allow for the taking over of rights, or the parties have agreed that in such case the arbitration proceedings are to be terminated.

(2) When parties have agreed to settle, an arbitration panel, upon the request of both parties, may draft a judgment containing the settlement of the parties.

(3) The Chairman of the Arbitration Court may decide to terminate the proceedings for the reasons set out in paragraph one, subparagraph a) or b) of this Article when these reasons occur before establishing an arbitration panel.

(4) Where an arbitration court proceeding has been terminated for the reasons set out in paragraph one, subparagraph a) or b) of this article, a repeated bringing before the Arbitration Court or a court of a dispute between the same parties, over the same subject and on the same basis shall not be permitted.

Article 29: Awards of an Arbitration Court

(1) All awards of an arbitration court (decisions and judgments) are binding on both parties.

An award of a court of arbitration shall come into effect on the day it is made and may not be appealed. The award of the Arbitration Court is to be executed voluntarily within the term set by the award which shall not be shorter than ten (10) days.

(2) If a judgement of a court of arbitration is to be fulfilled in Latvia but is not being complied with voluntarily, the interested party is entitled, in accordance with the procedures laid down in the Civil Procedure Law, to file an application with a district (city) court for the issue of a writ of execution for compulsory enforcement of the judgement of an arbitration court. If a judgement of a court of arbitration is to be fulfilled outside Latvia but is not being complied with voluntarily, it shall be given for compulsory execution according to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 10 June 1958.

(3) All awards of an arbitration court, if there are more than one arbitrator on its panel, shall be passed by a simple majority of votes. The chairperson of an arbitration panel may independently decide on procedural matters, if he or she has been entrusted with this by the parties or other arbitrators.

(4) An arbitration panel shall issue a final award (judgement) in writing and it shall be signed by all the arbitrators. If any of the arbitrators does not sign the judgement, the judgement of arbitration court shall specify the reason why his or her signature is missing.

(5) Where a plaintiff withdraws a claim or requests to leave a claim unadjudicated, the arbitration panel shall make a respective award in which the charges for arbitration court proceedings are also set.

(6) An arbitration panel submits adopted awards to the Arbitration Court upon ending the arbitration court proceedings.

Article 30: Judgment

(1) An arbitration panel shall issue a judgement within 14 days after the subject-matter of a civil legal dispute is reviewed.

(2) The judgement shall specify:

a) the composition of the court of arbitration;

b) the date of rendering the judgement and the location where the arbitration proceedings took place;

c) information regarding the parties — the given name, surname, personal identity number, other personal identification information and declared place of residence, or other address which can be used for correspondence of a natural person, or the name, registration number, other personal identification information and registered office of a legal person;

d) the subject-matter of the dispute;

e) reasons for the judgement, unless otherwise agreed by the parties;

f) the conclusion regarding complete or partial satisfaction of the claim, or the complete or partial dismissal thereof, and the essence of the judgement;

g) the amount to be recovered, if the judgement is rendered regarding recovery of monetary amounts, indicating separately the principal debt and the interest, the time period for which the interest has been adjudged, the rights of the plaintiff regarding receipt of interest for the time period prior to the execution of the judgement, including also a reference to the extent thereof;

h) the specific property and the value thereof, which is to be recovered in the event that the property does not exist, if the judgement is rendered regarding recovery of property in specie;

i) what actions, by whom, and within what time period are to be fulfilled, if the judgement imposes a duty to fulfil certain actions;

j) what part of the judgement refers to each plaintiff, if the judgement is made for the benefit of more than one plaintiff, or what part of the judgement is to be fulfilled by each defendant, if the judgement is made against more than one defendant;

k) the expenses of arbitration proceedings and the distribution of such expenses among the parties;

l) the expenses of legal assistance in the matter of the parties, if any, and the distribution of such expenses among the parties;

m) other information, which the arbitration panel considers necessary.

(3) An arbitration court judgment shall be sent to the parties within three working days from the day of making thereof.

Article 31: Correction and Interpretation of an Arbitration Court Judgment and a Supplementary Judgment

(1) An arbitration panel is entitled, on its own initiative or upon request of a party, to correct any clerical or mathematical calculation errors in a judgement. Such errors may be corrected without the participation of parties.

(2) Unless otherwise agreed upon by the parties, a party may, by informing the other party thereof, within 30 days after the date when a true copy of the judgement is sent or received, if delivered personally, request the arbitration panel to explain the judgement, without amending its contents. An explanation of a judgement shall become an integral part of the judgement from the moment of adoption thereof.

(3) Unless otherwise agreed upon by the parties, a party may, by informing the other party thereof, within 30 days after the date when a true copy of the judgement is sent or received, if delivered personally, request the arbitration panel to make a supplementary judgement, if any of the claims, for which evidence has been submitted, and for which the parties have provided explanations, has not been adjudged. If an arbitration panel finds the request substantiated, it shall make a supplementary judgement.

(4) The arbitration panel shall notify the parties of the court of arbitration sitting, in which the issue regarding correction or explanation of the judgement, or making of a supplementary judgement is to be decided, not later than 15 days in advance. If the operative part of the judgement may change as a result of correcting the judgement, but the essence of the judgement remains unchanged, the arbitration panel shall invite the parties to express their opinions. The failure of parties to attend is not an impediment to the correction or explanation of the judgement or making of a supplementary judgement.

Article 32: Preserving Documents of Proceedings

The Arbitration Court shall store the court of arbitration documents for 10 years after completion of the arbitration proceedings in accordance with the procedures laid down in the laws and regulations regarding storage of archival documents.

**Section V
Arbitration Costs**

Article 33: Costs of Arbitration Court Proceedings

(1) Costs of arbitration court proceedings consist of arbitration court charges and arbitrator

fees as well as other costs incurred when resolving a dispute.

(2) Costs of arbitration court proceedings are set out in Annex No.1 to these rules, which is

an integral part of these rules, while other costs incurred when resolving a dispute not mentioned thereof shall be set by an arbitration panel.

(3) A decision on the distribution of the costs of arbitration proceedings and the procedures for reimbursing thereof is made by the arbitration panel adhering to the principles of justice and fairness as well as taking into account the outcome of the case, the agreement between the parties as well as other circumstances of the case.

