

# **China International Economic and Trade Arbitration Commission Online Arbitration Rules**

(Adopted by the China Council for the Promotion of International Trade/China Chamber of International Commerce on January 8, 2009. Effective as from May 1, 2009)

## Chapter 1 General Provisions

### Article 1

These Rules are formulated in order to independently, impartially, efficiently and economically resolve, by means of online arbitration, disputes arising from economic and trade transactions of a contractual or non-contractual nature.

These Rules shall apply to the resolution of electronic commerce disputes and may also be applied to the resolution of other economic and trade disputes upon the agreement of the parties.

### Article 2

Key terms in these Rules are defined as follows:

1. "CIETAC" refers to the China International Economic and Trade Arbitration Commission (also known as the Arbitration Court of the China Chamber of International Commerce);
2. "CIETAC Arbitration Rules" refers to the China International Economic and Trade Arbitration Commission Arbitration Rules revised and adopted by the China Council for the Promotion of International Trade/China Chamber of International Commerce on January 11, 2005, and implemented on May 1, 2005, as well as to their revised editions thereafter;
3. "CIETAC Panel of Arbitrators" refers to the China International Economic and Trade Arbitration Commission Panel of Arbitrators effective as from May 1, 2008, as well as to its revised editions thereafter;

4. "CIETAC Online Dispute Resolution Center" refers to a specialized online dispute resolution service provider established by CIETAC to resolve Internet domain name and electronic commerce disputes;

5. "CIETAC Online Dispute Resolution Center Website" refers to a specialized website developed by the CIETAC Online Dispute Resolution Center to resolve online disputes. The current website address of the CIETAC Online Dispute Resolution Center is [www.cietacodr.org](http://www.cietacodr.org);

6. "Written Form" refers to information-carrying forms, such as contracts, correspondence and data messages (including telegrams, telexes, faxes, electronic data interchange and emails), which can tangibly exhibit their contents and may be accessed at any time for subsequent reference.

7. "Electronic Evidence" refers to data messages that are generated, sent, received or stored by electronic, optical, magnetic, or other similar methods;

8. "Electronic Signature" refers to data in electronic form, in or attached to a data message, used to identify a signer and to express his acknowledgment of the content of the data message;

9. "Online Oral Hearing" refers to an oral hearing conducted on the Internet through video conferencing and other electronic or computer communication forms;

10. "Online Mediation" refers to mediation conducted on the Internet through video conferencing and other electronic or computer communication forms.

### Article 3

These Rules shall govern any disputes accepted by CIETAC for arbitration where the parties have agreed to their application. In the absence of such an agreement, the CIETAC Arbitration Rules or other rules agreed by the parties shall apply.

### Article 4

Where the parties have agreed upon any modification of these Rules, the parties' agreement shall prevail, except where such an agreement is inoperative or in conflict with a mandatory provision of the law of the place of arbitration.

## Article 5

Where the parties agree to refer their dispute to arbitration under these Rules without providing the name of an arbitration institution, they shall be deemed to have agreed to refer the dispute for arbitration by CIETAC.

## Article 6

An "Arbitration Agreement" is either an arbitration clause incorporated in a contract agreed by and between the parties or any other form of a written agreement between the parties providing for the settlement of disputes by arbitration.

The arbitration agreement shall be in writing. An arbitration agreement is in writing if it is contained in a tangible form of a document, such as a contract, letter, telegram, telex, facsimile, electronic data interchange (EDI), or email.

## Article 7

CIETAC shall have the power to determine the existence and validity of an arbitration agreement and its jurisdiction over an arbitration case. CIETAC may, if necessary, delegate such power to the arbitral tribunal.

The arbitration shall proceed regardless of an objection by either party to the validity of the arbitration agreement and/or jurisdiction over the arbitration case.

## Article 8

Where the parties have agreed on the place of arbitration, their agreement shall prevail. In the absence of such an agreement, the place of arbitration shall be the location of CIETAC.

The arbitral award shall be deemed as being made at the place of arbitration.

## Article 9

Unless otherwise agreed by the parties or determined by the arbitral tribunal, information submitted or transmitted by email, EDI or facsimile, whose record of submission or transmission can be provided, shall be deemed to satisfy the

requirements in these Rules that notices, pleadings, documentation or any other communications shall be in writing.

## Chapter 2 Communications

### Article 10

All documents, notices and written materials related to the arbitration shall be sent by the Secretariat of CIETAC to the parties and/or their authorized representatives by email, EDI, facsimile or any other similar means. Based on the procedure particulars of a case, the Secretariat of CIETAC or the arbitral tribunal may also decide to send the documents to the parties, primarily or secondarily, by regular mail, express mail or any other means deemed appropriate.

Parties shall submit their requests for arbitration, statements of defense, written statements, evidence and other documents and materials related to the arbitration by email, EDI or facsimile, etc. Based on the specific circumstances of the case, the Secretariat of CIETAC or the arbitral tribunal may request, at its sole discretion, that the parties submit their documents through, either primarily or secondarily, regular mail, express mail or any other means. The parties may also submit their documents in this manner with the consent of the Secretariat of CIETAC or the arbitral tribunal.

### Article 11

Any document submitted or transmitted under these Rules shall conform to the following requirements:

(a) Any document sent by the Secretariat of CIETAC on behalf of CIETAC or the arbitral tribunal may be copied to the other party at the same time;

(b) Neither party or anyone acting on its behalf may have any unilateral communication with any member of the arbitral tribunal. All communications between a party and the arbitral tribunal shall be conducted through the Secretariat of CIETAC;

(c) It shall be the responsibility of the sender of a document to retain records of the fact and circumstances of the sending, which shall be made available for inspection by the related parties and for reporting purposes;

(d) In the event that a party sending a document is notified of the non-delivery of the document or believes it has not delivered the document successfully, the party shall promptly notify the Secretariat of CIETAC of the circumstances of the notification. Further proceedings concerning the communication and any response shall be directed by the Secretariat of CIETAC;

(e) Any party that changes its specified means of communications, addresses or any other contact details shall promptly notify the Secretariat of CIETAC.

## Article 12

Any written communication to the Claimant or to the Respondent under these Rules shall be made in the way specified by the concerned party. Where the Claimant or Respondent has not made such specification, the Secretariat of CIETAC may select one or several of the methods of transmission listed below based on the specific circumstances of the case:

(a) Electronically via the Internet, provided a record of transmission is available;

(b) By facsimile, with a confirmation of transmission;

(c) By postal or courier service with available tracer;

(d) By other effective methods.

## Article 13

Unless otherwise agreed by the parties or decided by the arbitral tribunal, all communications under these Rules shall be deemed to have been received by the receiver under the following circumstances:

(a) If via the Internet: at the time that the data message entered the specific system designated by the receiver or at the first time that the data message entered any system of the receiver when there is no such specification

(b) If by facsimile: on the date shown on the confirmation of transmission

(c) If by postal or courier service: on the date marked on the tracer

(d) If by other effective methods: on the date the message was actually received or should have been received by the receiver according to the method

#### Article 14

Except as otherwise provided in these Rules, the time periods stipulated in these Rules shall begin to run on the earliest date that the communication is deemed to have been received as defined in the previous article.

#### Article 15

CIETAC shall make reasonable efforts to ensure secure online transmission of case data among the parties, the arbitral tribunal and CIETAC, and to store case information through data encryption.

#### Article 16

CIETAC shall not be liable for loss where data transmitted online is acquired by persons other than the intended receiver due to Internet system failure during the arbitral proceedings.

### Chapter 3 Arbitral Proceedings

#### Section 1 Request for Arbitration, Defense and Counterclaim

#### Article 17

The arbitral proceedings shall commence on the date on which CIETAC receives a Request for Arbitration.

#### Article 18

A party applying for arbitration shall meet the following requirements:

1. Submit a written Request for Arbitration signed by and/or affixed with the seal of the Claimant and/or his authorized representative(s) according to the requirements of the "Arbitration Application Format" and the "Arbitration Application Filing Guide" set up by

CIETAC and released on the CIETAC Online Dispute Solution Center website, which shall include:

- (a) The names, addresses and methods of communication of the Claimant and the Respondent, including their zip codes, telephone numbers, fax numbers, email addresses and any other means of electronic communication;
- (b) The designated method of communication of the Claimant;
- (c) A reference to the arbitration agreement invoked;
- (d) The claim;
- (e) A statement of the facts of the case and the main issues in dispute;
- (f) The facts and grounds on which the claim is based.

2. Attach to the Request for Arbitration the relevant evidence supporting the facts on which the Claimant's claim is based.

3. Make payment of the arbitration fee in advance to CIETAC according to its "Arbitration Fee Schedule of Online Arbitration Cases" (See Attachment 2).

#### Article 19

Where the Secretariat of CIETAC finds that a Request for Arbitration satisfies the requirements for arbitration, it shall notify the parties in writing of its acceptance of the Request within five (5) days from the date of receipt of the Request. Should the Secretariat of CIETAC find that the Request for Arbitration does not satisfy the requirements for arbitration, it shall notify the parties in writing of its rejection of the Request with reasons stated.

#### Article 20

When the Secretariat of CIETAC sends to the Claimant the Notice of Arbitration indicating its acceptance of the Request for Arbitration, it shall also provide the Claimant with the Internet address of the websites where the Claimant can consult these Rules, the CIETAC Arbitration Rules and the CIETAC Panel of Arbitrators. According to the

specific circumstances of each case, the Secretariat may also attach copies of the above documents to the Notice of Arbitration.

When the Secretariat of CIETAC sends to the Respondent the Notice of Arbitration indicating its acceptance of the Request for Arbitration, it shall also provide the Respondent with the Internet address of the websites where the Respondent can consult the Claimant's Request for Arbitration, these Rules, the CIETAC Arbitration Rules and the CIETAC Panel of Arbitrators. According to the specific circumstances of each case, the Secretariat may also attach copies of the above documents to the Notice of Arbitration.

## Article 21

Unless otherwise agreed by the parties, the Respondent shall submit its written Statement of Defense and the relevant evidence to the Secretariat of CIETAC within thirty (30) days from the date of receipt of the Notice of Arbitration, according to the requirements of the "Arbitration Defense Format" and the "Arbitration Defense Filing Guide" set up by CIETAC and released on the CIETAC Online Dispute Resolution Center website. The Statement of Defense shall be signed by and/or affixed with the seal of the Respondent and/or his authorized representative(s), and shall include:

- (a) The names, addresses and methods of communication of the Respondent, including the zip code, telephone numbers, fax numbers, email addresses or any other means of electronic communication;
- (b) The designated methods of communication of the Respondent;
- (c) The defense to the Request for Arbitration setting forth the facts and grounds on which the defense is based; and
- (d) The relevant evidence supporting the defense.

Unless otherwise agreed by the parties, if the Respondent wishes to file a Counterclaim, it must do so in writing within the above mentioned time period according to the "Arbitration Counterclaim Format" set up by CIETAC and released on the CIETAC Online Dispute Resolution Center website.

## Article 22



Unless otherwise agreed by the parties, the Claimant shall submit its written Statement of Defense to the Respondent's Counterclaim with the Secretariat of CIETAC within twenty (20) days from the date of receipt of the Respondent's Statement of Counterclaim, according to the "Defense of Counterclaim Format" set up by CIETAC and released on the CIETAC Online Dispute Resolution Center website.

#### Article 23

The time periods specified in Articles 21 and 22 may be extended if the arbitral tribunal believes that there exist justifiable reasons.

#### Section 2 The Arbitral Tribunal

#### Article 24

The arbitral tribunal shall be composed of either one or three arbitrators.

Unless otherwise agreed by the parties or stipulated by these Rules, the arbitral tribunal shall be composed of three arbitrators.

#### Article 25

The parties shall appoint arbitrators from the Panel of Arbitrators provided by CIETAC.

Where the parties have agreed to appoint an arbitrator from outside of CIETAC Panel of Arbitrators, the arbitrator so appointed by the parties or nominated according to the agreement of the parties may act as arbitrator after the appointment has been confirmed by the Chairman of CIETAC in accordance with the law. CIETAC is not required to make explanation on the confirmation or rejection of an arbitrator appointed or nominated in such a manner.

Where the appointment of an arbitrator is to be made by the Chairman of CIETAC, unless the parties agree otherwise, the Chairman shall appoint an arbitrator from the CIETAC Panel of Arbitrators.

#### Article 26

An arbitrator appointed by the parties or by the Chairman of CIETAC shall sign a Declaration disclosing to CIETAC any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence.

#### Article 27

Unless otherwise agreed by the parties, where the arbitral tribunal is composed of one arbitrator, the Claimant and the Respondent shall, within six (6) days from the date of receipt of the Notice of Arbitration by the party who last receives it, jointly appoint a sole arbitrator or entrust the Chairman of CIETAC to make such an appointment.

Unless otherwise agreed by the parties, where the arbitral tribunal is composed of three arbitrators, the Claimant and the Respondent shall, within six (6) days from the date of receipt of the Notice of Arbitration, each appoint an arbitrator or entrust the Chairman of CIETAC to make such an appointment, and within six (6) days from the date of receipt of the Notice of Arbitration by the party who last receives it, jointly appoint a third arbitrator, or alternatively, jointly entrust the Chairman of CIETAC to make such an appointment. The third arbitrator shall be the presiding arbitrator.

Where there are two or more Claimants and/or Respondents in an arbitration case, the Claimant's side and the Respondent's side shall each, through consultation, jointly appoint an arbitrator, or alternatively, jointly entrust the Chairman of CIETAC to make such an appointment within the time limit stated above.

Unless otherwise agreed by the parties, where a party fails to appoint an arbitrator or fails to entrust the Chairman of CIETAC to make such an appointment within the specified time period, the arbitrator shall be appointed by the Chairman of CIETAC.

With the consent of the Secretary General of CIETAC, the time period specified in this article may be extended.

#### Section 3 Hearing

#### Article 28

Unless otherwise agreed by the parties, and on the condition that it abides by these Rules, the arbitral tribunal may conduct the arbitration in any way that it deems

appropriate. Under any circumstances, the arbitral tribunal shall treat the parties equally and afford each party reasonable opportunity to present its case.

According to the specific circumstances of each case, the arbitral tribunal may adopt approaches including issuing procedural orders and lists of questions and producing terms of reference, among other measures, in order to increase the speed and efficiency of arbitration proceedings.

The arbitral tribunal shall determine the admissibility, relevance, materiality and weight of evidence.

#### Article 29

The evidence submitted by the parties may be electronic evidence that is generated, sent, received or stored by electronic, optical, magnetic or other similar means.

The following factors shall be taken into consideration when the authenticity of electronic evidence is examined:

- (a) The reliability of the methods used to generate, store or transmit the data message;
- (b) The reliability of the methods used to maintain the integrity of the contents of the data message;
- (c) The reliability of the methods used to identify the sender of the data message;
- (d) Other relevant factors.

Electronic evidence with a reliable electronic signature shall have the same admissibility and weight as evidence with a handwritten signature or affixed seal.

#### Article 30

Where a time period for producing evidence has been agreed upon by the parties or has been set by the arbitral tribunal, the parties shall submit their evidence to the arbitral tribunal within the specified time period.

Unless otherwise agreed by the parties or decided by the arbitral tribunal, the arbitral tribunal may refuse to admit any written statement or evidence submitted by any party after the expiration of the time period for producing evidence.

The arbitral tribunal may, at its sole discretion, request that the parties submit additional statements or documents related to the case.

#### Article 31

The arbitral tribunal may, if necessary, investigate facts and collect evidence related to the case from e-commerce service providers, logistics distribution companies and payment banks, etc. The arbitral tribunal may make requests of the parties at its sole discretion, and the parties are obligated to cooperate actively and positively with the tribunal.

The arbitral tribunal shall, through the Secretariat of CIETAC, transmit the evidence collected by itself to the parties and afford them an opportunity to comment.

#### Article 32

Unless the parties agree to hold oral hearings, or the arbitral tribunal decides it is necessary to do so, the arbitral tribunal shall hear the case on a documents-only basis in accordance with the written materials and evidence submitted by the parties.

#### Article 33

Where an oral hearing is to be held, it shall be conducted by means of online oral hearings such as video conferencing or other electronic or computer communication forms. The arbitral tribunal may also decide to hold traditional oral hearings in person based on the specific circumstances of each case.

#### Article 34

Where an oral hearing is to be held, the arbitral tribunal shall fix the date, time, place (if applicable) and manner of the hearing. The Secretariat of CIETAC shall serve a Notice of Oral Hearing on each party at least twelve (12) days in advance of the date of the oral hearing. A party with justifiable reasons may request a postponement of the oral hearing. However, such a request must be communicated to the arbitral tribunal in

writing at least five (5) days in advance of the date of the oral hearing. The arbitral tribunal shall decide whether to postpone the oral hearing or not.

A Notice of Oral Hearing subsequent to the first oral hearing and a Notice of a Postponed Oral Hearing are not subject to the twelve (12)-day time limit provided for in the previous paragraph.

#### Article 35

Where an oral hearing is to be held, the evidence shall be exhibited at the hearing and examined by the parties. With regard to the evidence that has already been exchanged between the parties and no objections have been raised before the oral hearing, the arbitral tribunal may simplify the examination proceedings if the parties so agree. Such a decision shall be recorded duly in the case file.

In the event that evidence is submitted after the oral hearing, and the arbitral tribunal decides to admit the evidence without holding further oral hearings, the arbitral tribunal may require the parties to provide written examination opinions on the submitted evidence within a specified time period.

#### Article 36

Where an oral hearing is to be held, the witnesses may testify by online video conferencing, by regular oral hearing in person or by any other appropriate manner as decided by the arbitral tribunal.

#### Article 37

The arbitral tribunal may conduct online mediation by means of video conferencing or other electronic or computer communication methods during the course of the arbitration proceedings upon the agreement or request of the parties.

The arbitral tribunal may also decide to conduct mediation in person according to the specific circumstances of the case.

Mediation may be conducted separately or may be combined with the oral hearings.

#### Section 4 Arbitral Award

#### Article 38

Unless otherwise agreed by the parties, the arbitral tribunal shall render an arbitral award within four (4) months from the date on which the arbitral tribunal is formed.

Upon the request of the arbitral tribunal, the Chairman of CIETAC may extend the above time period if he or she considers it truly necessary and the reasons for the extension truly justified.

#### Article 39

The award shall be made in written form, shall state the date on which the award is made as well as the place where the award is made, and shall be signed by the arbitrators, with the official seal of CIETAC affixed to it.

#### Article 40

The arbitral tribunal shall submit a draft award to CIETAC for its scrutiny before signing the award. CIETAC may bring an issue or issues in the award to the tribunal's attention on the condition that the arbitral tribunal's independence in rendering the award remains unaffected.

### Chapter 4 Summary Procedures

#### Article 41

Unless otherwise agreed by the parties, the Summary Procedures shall apply to any case where the amount in dispute exceeds RMB100, 000 but does not exceed RMB1,000,000, or to any case where the amount in dispute exceeds RMB1,000,000, but one party applies for arbitration under the Summary Procedures and the other party agrees in writing.

Where no monetary claim is specified or the amount in dispute is not clear, CIETAC shall determine whether or not to apply the Summary Procedures after full consideration of factors such as the complexity of the case and the interests involved as well as other relevant elements.

#### Article 42

An arbitral tribunal composed of a sole arbitrator shall be formed in accordance with Article 27 of these Rules to hear the case under the Summary Procedures.

#### Article 43

Within fifteen (15) days from the date of receipt of the Notice of Arbitration, the Respondent shall submit its Statement of Defense and the relevant evidence to the Secretariat of CIETAC; Counterclaims, if any, shall also be filed with supporting evidence within this time period.

Within ten (10) days from the date of receipt of the Counterclaim and its attachments, the Claimant shall file its Statement of Defense to the Respondent's Counterclaim.

The arbitral tribunal may extend this time period if it believes that there exist justifiable reasons.

#### Article 44

The arbitral tribunal shall render an arbitral award within two (2) months from the date on which the arbitral tribunal is formed.

Upon the request of the arbitral tribunal, the Chairman of CIETAC may extend this time period if he or she considers it truly necessary and the reasons for the extension truly justified.

#### Article 45

The application of the Summary Procedures shall not be affected by any amendment to the claim or by the filing of a counterclaim. Where the amount in dispute of the amended claim or that of the counterclaim exceeds RMB1,000,000, the Summary Procedures shall continue to apply to the case, unless the parties have agreed or the arbitral tribunal considers it necessary to change the Summary Procedures to the General Procedures.

#### Article 46

As to matters not covered in this Chapter, the relevant provisions in the other Chapters of these Rules shall apply.

## Chapter 5 Expedited Procedures

### Article 47

Unless otherwise agreed by the parties, the Expedited Procedures shall apply to any case where the disputed amount does not exceed RMB100,000, or to any case where the disputed amount exceeds RMB100,000, but one party applies for arbitration under the Expedited Procedures and the other party agrees in writing.

Where no monetary claim is specified or the amount in dispute is not clear, CIETAC shall determine whether or not to apply the Expedited Procedures after a full consideration of factors such as the complexity of the case and the interests involved as well as other relevant elements.

### Article 48

An arbitral tribunal composed of a sole arbitrator shall be formed in accordance with Article 27 of these Rules to hear a case under the Expedited Procedures.

### Article 49

Within ten (10) days from the date of receipt of the Notice of Arbitration, the Respondent shall submit its Statement of Defense and the relevant evidence to the Secretariat of CIETAC. Counterclaims, if any, shall also be filed with supporting evidence within this time period.

Within five (5) days from the date of receipt of the Counterclaim and its attachments, the Claimant shall file its Statement of Defense to the Respondent's Counterclaim.

The arbitral tribunal may extend this time period if it believes that there exist justifiable reasons.

### Article 50

The arbitral tribunal shall render an award within fifteen (15) days from the date on which the arbitral tribunal is formed.



Upon the request of the arbitral tribunal, the Chairman of CIETAC may extend this time period if he or she considers it truly necessary and the reasons for the extension truly justified.

#### Article 51

The application of the Expedited Procedures shall not be affected by any amendment to the claim or by the filing of a counterclaim. Where the amount in dispute of the amended claim or that of the counterclaim exceeds RMB100,000, the Expedited Procedures shall continue to apply to the case, unless the parties have agreed or the arbitral tribunal considers it necessary to change the Expedited Procedures to the Summary Procedures or the General Procedures.

#### Article 52

As for matters not covered in this Chapter, the relevant provisions in the other Chapters of these Rules shall apply.

### Chapter 6 Miscellaneous

#### Article 53

The CIETAC Online Dispute Resolution Center is authorized by CIETAC to accept cases submitted for arbitration according to these Rules.

#### Article 54

In the event of any inconsistency between these Rules and the CIETAC Arbitration Rules, these Rules shall prevail.

For matters not covered in these Rules, the CIETAC Arbitration Rules shall apply.

CIETAC shall make decision where the application of these Rules conflicts with the CIETAC Arbitration Rules and other Arbitration Rules implemented by CIETAC.

#### Article 55

CIETAC is responsible for interpreting these Rules.

## Appendix 1: Model Clause for Online Arbitration

Any dispute arising from or in connection with this Contract shall be submitted to the China International Economic and Trade Arbitration Commission for arbitration, which shall be conducted in accordance with the Commission's Online Arbitration Rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

## Appendix 2: Arbitration Fee Schedule for Online Arbitration Case

### A.Domestic Case Fee Schedule

Amount of Claim (RMB)	Amount of Fee (RMB)
100,000 Yuan or less	5% of the Claimed Amount, minimum 4,000 Yuan
100,000 Yuan to 200,000 Yuan	5,000 Yuan plus 4.5% of the amount above 100,000 Yuan
200,000 Yuan to 500,000 Yuan	9,500 Yuan plus 4% of the amount above 200,000 Yuan
500,000 Yuan to 1,000,000 Yuan	21,500 Yuan plus 3% of the amount above 500,000 Yuan
1,000,000 Yuan to 5,000,000 Yuan	36,500 Yuan plus 1% of the amount above 1,000,000 Yuan
5,000,000 Yuan to 10,000,000 Yuan	76,500 Yuan plus 0.8% of the amount above 5,000,000 Yuan
10,000,000 Yuan to 50,000,000 Yuan	116,500 Yuan plus 0.6% of the amount above 10,000,000 Yuan
50,000,000 Yuan to 100,000,000 Yuan	356,500 Yuan plus 0.5% of the amount above 50,000,000 Yuan
100,000,000 Yuan or more	606,500 Yuan plus 0.4% of the amount above 100,000,000 Yuan

### B.Foreign-Related Case Fee Schedule

Amount of Claim (RMB)	Amount of Fee (RMB)
100,000 Yuan or less	5% of the Claimed Amount, minimum 4,000 Yuan
100,000 Yuan to 200,000 Yuan	5,000 Yuan plus 4.5% of the amount above 100,000 Yuan
200,000 Yuan to 500,000 Yuan	9,500 Yuan plus 4% of the amount above 200,000 Yuan
500,000 Yuan to 1,000,000 Yuan	21,500 Yuan plus 3.5% of the amount above 500,000 Yuan
1,000,000 Yuan to 5,000,000 Yuan	39,000 Yuan plus 2.5% of the amount above 1,000,000 Yuan
5,000,000 Yuan to 10,000,000 Yuan	139,000 Yuan plus 1.5% of the amount above 5,000,000 Yuan
10,000,000 Yuan to 50,000,000 Yuan	214,000 Yuan plus 1% of the amount above 10,000,000 Yuan
50,000,000 Yuan to 100,000,000 Yuan	614,000 Yuan plus 0.5% of the amount above 50,000,000 Yuan
100,000,000 Yuan or more	864,000 Yuan plus 0.4% of the amount above 100,000,000 Yuan

Note: Upon the acceptance of each foreign-related case, an additional RMB10,000 shall be charged as a Registration Fee.

- a. The Amount of Claim referred to in these schedules shall be based on the sum of money claimed by the Claimant. If the amount claimed is different from the actual amount in dispute, the actual amount in dispute shall be the basis for calculation;
- b. Where the amount of the claim has not been determined at the time when the application for arbitration is submitted or when special circumstances exist, the amount of the arbitration fee deposit shall be determined by the Secretariat of CIETAC;
- c. Where a case has been conducted with an oral hearing or mediation either through online video conferencing or in person, or where the procedure of a case has changed from the Expedited Procedures to the Summary Procedures or the General Procedures, or from the Summary Procedures to the General Procedures, apart from charging the arbitration fee according to the above Arbitration Fee Schedule, CIETAC may collect

other extra, reasonable and actual expenses pursuant to the relevant provisions of the CIETAC Arbitration Rules.