

**China International Economic and Trade Arbitration Commission Construction
Dispute Review Rules (Trial)**

(Adopted by the China Council for the Promotion of International Trade/China
Chamber of International Commerce on January 27, 2010. Effective for trial
implementation from May 1, 2010)

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Chapter 1 General Provisions

Article 1 These Rules are formulated by the China International Economic and Trade Arbitration Commission (hereinafter referred to as the CIETAC) to allow parties to prevent, reduce and promptly resolve construction disputes by means of dispute review.

Article 2 Construction dispute review is a means of dispute resolution by whereby, in accordance with their agreement, the parties to a construction contract refer their dispute arising from the performance of the construction contract to a Dispute Board (hereinafter referred to as the DB) for review and determination of the dispute.

The parties may make provisions regarding the effect of the DB's determination, in which case the binding effect of the determination shall be determined in accordance with the provisions agreed by the parties. Where the parties have agreed to the application of these Rules but have not made provisions regarding the effect of the DB's

determination, the determination shall be binding upon the parties, provided that the conditions set out in these Rules have been satisfied.

The construction contracts (hereinafter referred to as the Contract) under these Rules include but are not limited to project prospecting contracts, project design contracts, project construction contracts and other contracts in relation to construction projects.

Article 3 These Rules shall be binding on the parties where the parties have agreed to apply these Rules.

Where the parties have agreed otherwise on specific matters, such agreement shall prevail.

Chapter 2 The Dispute Board

Article 4 The following two types of DB are available to the parties: the standing DB and the ad hoc DB.

At the time of entering into the Contract or within a set time period agreed by the parties, the parties may appoint the members of the DB and establish a standing DB, which will keep track of the performance of the Contract and assist the parties in preventing disputes. The standing DB may resolve relevant disputes referred to it by the parties.

An ad hoc DB may be established by the parties for dispute review after a dispute has arisen to review and determine specific disputes.

The formation and functions of the DB, the review proceedings, the effect of the determination, and the fees and expenses of the DB Members shall be determined in accordance with agreements reached by the parties. Where such agreements are

absent but the parties have agreed to the application of these Rules, such matters shall be determined in accordance with these Rules.

Article 5 Unless otherwise agreed by the parties, the DB shall consist of one or three members.

Where the parties have not agreed on the number of DB Members, the DB shall consist of three members.

Article 6 Unless otherwise agreed by the parties, a DB Member shall be professionally knowledgeable and have practical experience in contract management, contract interpretation and the construction industry.

Article 7 The CIETAC maintains a List of Experts for Construction Dispute Review (hereinafter referred to as the List of Experts) which it recommends to the parties when they are appointing DB Members, but the parties may also appoint DB Members outside of the List of Experts.

Article 8 Where the DB is a three member DB, both parties shall each appoint a DB Member and notify the other party and the DB member in writing within the time limit agreed upon by the parties, or absent such agreement, within 28 days after the signing of the Contract or within 28 days after the commencement of the performance of the Contract, whichever occurs earlier. If a party fails to appoint a DB Member within the abovementioned time limits, the DB Member shall be appointed by the Secretary-General of the CIETAC upon the request of any party.

Within 14 days of the confirmation of the appointment of the second DB Member, the two DB Members appointed in accordance with the rules above shall jointly appoint the third DB Member and shall inform both parties in writing of the appointment. If the two DB Members are unable to jointly agree on the third DB Member within the abovementioned time limit, the third DB Member shall be appointed by the Secretary-

General of the CIETAC upon the request of any party. The third DB Member shall act as the chairman of the DB.

Article 9 Where the parties have agreed that the DB shall consist of a sole DB Member, the parties shall jointly appoint the sole DB Member within the time limit agreed upon by the parties, or absent such agreement, within 28 days after the signing of the Contract or within 28 days after the commencement of the performance of the Contract, whichever occurs earlier. If the parties fail to jointly appoint the sole DB Member within the abovementioned time limits, the sole DB Member shall be appointed by the Secretary-General of the CIETAC upon the request of any party.

Article 10 A party's request for the Secretary-General of the CIETAC to appoint any DB Member shall be made in writing together with a description of the nature of the construction contract or dispute concerned, as well as any special requirements regarding the qualifications of the DB Member.

When appointing a DB Member, the Secretary-General of the CIETAC shall take into account the nature of the construction contract or dispute concerned, the prospective DB Member's professional specialties, his/her experience in the industry and language abilities, as well as any special requirements made by the parties.

Article 11 Every DB Member shall sign with all of the parties a DB Member Agreement in relation to the necessary issues including but not limited to the scope of the review, the content of the work of the DB, the general responsibilities of the DB and the parties, the fees and expenses of the DB Member, and the commencement and termination of the DB Member Agreement.

The parties may at any time jointly terminate a DB Member Agreement, but should give prior written notice to the DB Member. No party may terminate a DB Member Agreement unilaterally. A DB Member may terminate the DB Member Agreement

unilaterally at any time, but should give prior written notice to the parties, the notice period to be agreed between the parties and the DB Member.

A DB Member shall withdraw from the DB upon the termination of the DB Member Agreement. A DB Member Agreement entered into between the DB Member and the parties shall terminate when the DB Member withdraws from the DB or no longer serves on the DB due to other circumstances provided in these Rules.

Upon the request of one party and with the consent of the other party, the CIETAC may provide to the parties assistive secretarial services such as communication, liaison and document exchange services, in order to facilitate the conclusion of the DB Member Agreement.

Article 12 The DB is formally established after the DB Member Agreement(s) become effective.

The DB shall cease its activities upon the end of the term of the DB Member Agreement(s). Unless otherwise agreed by the parties, the parties may jointly agree to dissolve the DB, prior to the end of its term, and the DB shall be dissolved as of the date when it receives the last written notice from the parties.

Article 13 Every DB Member must carry out its duties with impartiality and independence.

A DB Member shall immediately disclose in writing to the parties any facts or circumstances known to him/her which are likely to give rise to any justifiable doubt on the part of the parties as to the DB Member's impartiality or independence. The DB Member shall also promptly inform the other DB Members of such disclosure.

Within 14 days of the receipt of such disclosure, if a party challenges a DB Member in writing, the DB Member shall no longer serve on the DB. If a party fails to make such a

challenge within the abovementioned time limit, the party shall be deemed to have agreed to the DB Member remaining on the DB and may not challenge him/her again on the basis of his/her disclosure.

Article 14 Where any party wishes to challenge a DB Member on the basis of facts or circumstances that it has discovered, which give rise to justifiable doubts as to the DB Member's impartiality or independence, the party may, within 14 days of learning these facts or circumstances, submit to the Secretary-General a written request asking for a decision in relation to the challenge. Such a request should state the specific facts and reasons on which the request is based and shall be supported by evidence.

Where a party challenges a DB Member and the other party consents to the challenge, or the challenged DB Member withdraws from the DB on his/her own initiative, the DB Member shall no longer serve on the DB. However, this does not imply that the challenge by the party is justified. Under any other circumstances, the Secretary-General of the CIETAC shall make the final decision regarding the challenge with or without reasons stated.

The challenged DB Member shall carry on his/her duties as a DB Member prior to the decision regarding the challenge being made by the Secretary-General of the CIETAC.

Article 15 In the event that a DB Member is prevented de jure or de facto from fulfilling his/her duties properly or appropriately, the DB Member shall withdraw from the DB.

Unless otherwise agreed by the parties, where a DB Member no longer serves on the DB or withdraws from the DB in accordance with the provisions of these Rules, a substitute DB Member shall be appointed pursuant to the same procedure used in the appointment of the original DB Member. Where the DB consists of three DB Members and one of the DB Members withdraws, the other two shall continue to serve on the DB.

Unless otherwise agreed by the parties, the DB shall suspend its activities until the substitute DB Member has been appointed. All actions taken by the DB prior to the substitution of the DB Member shall remain valid.

Article 16 Every DB Member shall carry out his/her duties with care and diligence in accordance with these Rules and the DB Member Agreement.

Unless otherwise agreed by the parties or otherwise provided in these Rules, a DB Member shall have obligations of confidentiality in relation to issues or information arising from the work of the DB.

Unless otherwise agreed by the parties, a DB Member shall not act in any arbitral or judicial proceedings related to any dispute submitted for review, whether as an arbitrator, as a judge, or as a witness or representative of a party. However, in circumstances where an arbitral tribunal or a court deems necessary, a DB Member may participate in arbitral or judicial proceedings as a witness of the arbitral tribunal or the court.

Article 17 A standing DB shall study the relevant materials submitted to it by the parties, meet with the parties and visit the sites regularly during the performance of the Contract so that it is familiar with the Contract documents, is able to follow and understand the performance of the Contract closely and is promptly updated about any disagreements that occur during the performance of the Contract.

The parties and the DB shall attend all meetings and site visits. In the event that a party fails to attend, the DB may nevertheless decide to proceed with the meetings and site visits. Unless all the parties agree or the DB decides otherwise, the DB shall not conduct any meetings or site visits in the absence of any DB Member.

Any party may, if necessary, request that the DB arrange an urgent meeting or site visit outside the regular meetings and site visits. The DB shall use its best endeavors to hold such urgent meetings or site visits within 28 days of its receipt of the request.

Upon the request of a party and with the consent of both parties, the CIETAC may provide facilities, equipment and other necessary support and assistance for meetings between the DB and the parties.

Article 18 With the consent of the parties, the standing DB may informally assist the parties in resolving any disagreements that may arise during the performance of the Contract by using any means or measures that it deems appropriate.

The abovementioned means or measures include but are not limited to joint discussions between the DB and the parties, separate meetings between the DB and any party subject to the prior agreement of all the parties, or oral or written informal views given by the DB to the parties.

If the abovementioned disagreements are ultimately submitted to the DB for dispute review, neither the DB nor the parties shall be bound in the review proceedings by any views, oral or written, expressed in the course of the informal assistance.

Article 19 The parties shall fully cooperate with the DB, promptly provide to the DB necessary information and relevant materials, comply with the arrangements and decisions of the DB, and make necessary arrangements to allow the DB to fulfil its duties.

Article 20 Any written communications between the DB and a party shall be sent simultaneously to all the parties and DB Members in the manner agreed upon by the parties and the DB.

Where the DB consists of three DB Members, the date on which a written submission is received by the chairman of the DB shall be deemed to be the date of receipt by the DB.

Chapter 3 The Review Proceedings

Article 21 The review proceedings shall commence on the date on which the DB receives the Request for Review.

Article 22 When a party refers a dispute to the DB for resolution through the review proceedings as the Claimant, it shall submit in writing a Request for Review to the DB and send a copy of the same to the Respondent at the same time.

A Request for Review shall include:

1. an agreement between the parties in relation to resolution of disputes through review proceedings;
2. a description of the relevant facts of the dispute and the main issues in dispute;
3. a list of the matters submitted by the Claimant to the DB for determination and the specific claims of the Claimant; and
4. a presentation of the Claimant's position on the dispute and any supporting documents, drawings and other evidentiary materials.

Article 23 Unless otherwise agreed by the parties or otherwise decided by the DB, the Respondent shall submit a Statement of Defense in writing to the DB within 28 days from the date of receipt of the Claimant's Request for Review and shall forward a copy of the same to the Claimant at the same time.

The Statement of Defense shall include a presentation of the Respondent's position on the dispute and any supporting documents, drawings and other evidentiary materials.

Failure of the Respondent to file a Statement of Defense shall not affect the review proceedings.

Article 24 When the DB reviews the dispute, it shall hold a hearing unless the parties agree otherwise. The DB may hold more than one hearing if necessary.

Unless the parties agree otherwise or the DB decides otherwise, the first hearing shall be held within 14 days of the date on which the DB receives the Statement of Defense if it is submitted by the Respondent within the specified time limit, or, if the Respondent fails to submit the Statement of Defense within the specified time limit, within 14 days of the expiration of the time limit for the submission of the Statement of Defense.

Upon the request of a party and with the consent of both parties, the CIETAC may provide facilities, equipment and other necessary support and assistance for the hearings.

Article 25 Unless otherwise agreed by the parties, hearings shall not be made public.

The parties may authorize representatives to attend hearings on their behalf. A party may request for a postponement of a hearing if it has justified reasons. However, such a request must be communicated to the DB in writing in advance. The DB shall decide whether or not to postpone the hearing.

If any of the parties fails to take part in a hearing, the DB may decide to proceed with the hearing if it is certain that the absent party has duly received the notice for the hearing. All DB Members shall attend hearings unless otherwise agreed by the parties.

Article 26 Unless the parties agree otherwise, apart from holding hearing, the DB may review a dispute in any way it deems appropriate, but the DB must avoid unnecessary procedural delays and expenses. The DB must act in a fair and just manner under all

circumstances and shall afford reasonable opportunities to both parties to present and rebut their cases.

Article 27 Unless otherwise agreed by the parties, the powers of the DB shall include, but are not limited to:

1. deciding its own jurisdiction in relation to the dispute in question and the scope of the review;
2. deciding the procedural arrangements for the dispute review;
3. calling meetings, site visits and hearings, and deciding on all relevant procedural matters;
4. questioning the parties, their representatives and witnesses;
5. requiring the parties to submit any supplementary materials or written opinions;
6. deciding to conduct an appraisal or appoint an expert for his/her opinion on specific legal or technical issues where necessary;
7. proceeding with the review proceedings and issuing a determination in case of default by a party; and
8. taking any other measures necessary for carrying out the review proceedings and fulfilling the DB's duties.

Article 28 The parties may settle their disputes by themselves or through conciliation by the DB during the course of the review proceedings.

If the parties are successful in settlement or conciliation during the course of the review proceedings, the proceedings shall be terminated. The parties may sign a settlement agreement. Either party may, based on an arbitration agreement in the settlement

agreement, requests the CIETAC to form an arbitral tribunal to render an arbitral award in accordance with the terms of the settlement agreement.

Where settlement or conciliation between the parties has not been successful, the DB and the parties shall not be bound in the review proceedings by any views, oral or written, expressed in the process of settlement or conciliation.

Article 29 The review proceedings shall be terminated if the Claimant withdraws its claims or the parties agree to terminate the proceedings.

Article 30 By agreement between the parties and the DB, the DB may decide to review at the same time more than one dispute arising from the same contract, or related disputes arising from several contracts between the same parties.

Article 31 Where a dispute being reviewed involves a third party, the DB may allow the third party to be joined to the review proceedings provided that the parties and the third party agree to this joinder in writing and sign a new DB Member Agreement with every DB Member. The third party must also agree in writing to be bound by these Rules and to accept the composition of the DB as well as the previous review proceedings, before the joinder can take place, unless otherwise agreed by the parties and the third party.

Article 32 The DB shall issue its determination within 84 days of the date of the commencement of the review proceedings unless the parties agree otherwise. With the consent of the parties, the DB may extend the above time limit as appropriate.

Article 33 Unless otherwise agreed by the parties, the DB shall independently and impartially issue its determination in a fair and reasonable manner, in accordance with the terms of the Contract and the laws and regulations of the place where the project of the Contract is located or of the place with the closest connection to the Contract, and with reference to the relevant domestic and international industry practices and technical norms.

Article 34 The determination shall be made in writing.

A determination shall include, but is not limited to:

1. the claims of the Claimant, the issues in dispute and the positions of both parties;
2. the findings of the DB in relation to the dispute and the facts and reasons upon which these findings are based;
3. the effect of the determination; and
4. the date on which the determination is issued.

Article 35 Where the DB consists of three DB Members, a determination shall be issued by all three DB Members or by a majority of the DB Members. Where the DB cannot reach a majority opinion, the determination shall be issued in accordance with the chairman's opinion.

A determination shall be signed by the DB Members. A DB Member who has a dissenting opinion can choose whether or not to sign the determination. However, the dissenting opinion shall be made separately in writing and shall be sent to the parties along with the determination. The dissenting opinion shall not form a part of the determination. Failure to provide the dissenting opinion shall not affect the issuance and effect of the determination.

Article 36 Upon the agreement and request of the parties, the CIETAC may review a draft determination.

Where the parties have provided for review of a draft determination by the CIETAC, the DB shall submit its draft determination to CIETAC before signing the determination. The CIETAC may draw the DB's attention to certain issues in the determination, provided that the DB's independence in issuing the determination is not affected.

The CIETAC shall complete its review within 14 days of its receipt of the draft determination or within 14 days of the payment of the administrative fee for such review, whichever occurs later. Where additional time for such review is required in special circumstances, the CIETAC shall notify the DB and the parties thereof in writing in advance.

Where a draft determination is submitted to the CIETAC for review, the DB may extend the time limit for the issuance of the determination where necessary.

Article 37 Any party that is dissatisfied with a determination shall, within 14 days of receiving such determination, send a written notice to the other party and the DB expressing its dissatisfaction with the determination and specifying its reasons. If no party has sent a written notice of dissatisfaction within the abovementioned time limit, the determination shall become binding upon the parties as from the date upon which that time limit expires. The parties shall thereafter comply with the determination. If any party has sent a written notice of dissatisfaction within the abovementioned time limit, the determination shall not become binding upon the parties. Where a determination comprises of several findings that can be complied with separately, dissatisfaction with one or more of the findings shall not affect the binding effect of the remainder of the findings.

Once a determination becomes binding, it shall remain binding on the parties until a differing determination in relation to the dispute results from litigation or arbitration, if there is an arbitration agreement between the parties, or from any other agreement between the parties regarding the resolution of the dispute.

Where the parties have agreed otherwise in relation to the effect of a determination by the DB, such agreement shall prevail.

Unless otherwise agreed by the parties, a determination by the DB may be used as evidence in any subsequent judicial or arbitral proceedings regarding related disputes between the parties.

The parties may enter into a settlement agreement in accordance with a determination that has already become binding, and based on an arbitration agreement in the settlement agreement, may request the CIETAC to form an arbitral tribunal to render an arbitral award in accordance with the terms of the settlement agreement.

Unless the parties agree otherwise, if a determination fails to become binding upon the parties, or the DB fails to issue a determination within the time limit prescribed in Article 32, or the DB has ceased its work or has been dissolved, the parties may refer the dispute directly to litigation or to arbitration if there is an arbitration agreement between the parties.

Article 38 Any party may, within 7 days from its receipt of the determination, request the DB in writing for the correction of any clerical, typographical, or computational errors, or any errors of a similar nature, contained in the determination. If such errors do exist in the determination, the DB shall make a correction in writing within 7 days of its receipt of the written request for the correction. The DB may also correct any such errors in writing on its own initiative within 7 days from the date on which the determination is issued.

Any party may, within 7 days from its receipt of the determination, request in writing that the DB make an additional determination in relation to any claim which was put forward in the review proceedings but which was omitted from the determination. If there was in fact such an omission in the determination, the DB shall issue an additional determination within 7 days of its receipt of the written request. The DB may also issue an additional determination on its own initiative within 7 days from the date on which the determination is issued.

Any written corrections or additional determinations made by the DB shall form a part of the determination. In the two abovementioned circumstances, the time limit for submitting a notice of dissatisfaction as set out in Article 37 shall start to run again from the date of receipt by the parties of the correction or the additional determination.

Chapter 4 Special Provisions on the ad hoc Dispute Board

Article 39 The provisions of this Chapter shall apply where a dispute is submitted to an ad hoc DB for review. In relation to matters not covered in this Chapter, the relevant provisions contained in the other Chapters of these Rules shall apply.

Where the parties have agreed otherwise, the parties' agreement shall prevail.

Article 40 After a dispute occurs, the Claimant shall send to the Respondent a written notice of its request for dispute review.

Article 41 Where the DB consists of three DB Members, each party shall each appoint a DB Member within 14 days from the Respondent's receipt of the Claimant's written notice requesting for dispute review, and each party shall notify the other party and the appointed DB Member in writing of the appointment. If the Claimant or the Respondent fails to appoint a DB Member within the time limit specified above, the DB Member shall be appointed by the Secretary-General of the CIETAC upon the request of any party.

The two DB Members appointed in accordance with the paragraph above shall, within 14 days following the appointment of the second DB Member, jointly appoint the third DB Member in writing. If the two DB Members fail to jointly appoint the third DB Member within the time limit specified above, the third DB Member shall be appointed by the Secretary-General of the CIETAC upon the request of any party. The third DB Member shall act as the chairman of the DB.

Article 42 Where the parties have agreed that the DB shall consist of a sole DB Member, the parties shall jointly appoint the sole DB Member within 14 days from the date of the Respondent's receipt of the Claimant's written notice requesting for dispute review. If the parties fail to jointly appoint the sole DB Member within the abovementioned time limit, the sole DB Member shall be appointed by the Secretary-General of the CIETAC upon the request of any party.

Article 43 After the DB has been established, the Claimant shall submit in writing to the DB a Request for Review in accordance with Article 22 and shall forward a copy of the same to the Respondent at the same time.

The review proceedings shall commence on the date on which the DB receives the Claimant's Request for Review.

Chapter 5 Fees and Expenses

Article 44 Unless the parties agree otherwise or the DB decides otherwise, all fees of the DB Members and their actual expenses including travel, food and accommodation expenses, incurred in the course of fulfilling their duties as DB Members, shall be shared equally between the parties.

A DB Member shall make every effort to avoid unnecessary expenses.

Article 45 The parties shall pay the fees and expenses of the DB Members in accordance with the DB Member Agreement.

Failure of any party to pay its share of the fees and expenses of a DB Member shall entitle the DB to suspend its work until receipt of the full payment of all outstanding amounts.

In the event that a party fails to make the above payment, the other party may prepay the outstanding amount.

Article 46 Pursuant to the Fee Schedule for Construction Dispute Review, the CIETAC charges administrative fees for the following services it provides:

1. appointment of a DB Member at the request of a party;
2. decision regarding the a challenge of a DB Member;
3. assistive secretarial services to facilitate the conclusion of the DB Member Agreement;
4. facilities, equipment and other necessary support and assistance for hearings and meetings between the DB and the parties; and
5. review of a draft determination.

Article 47 Any other expenses incurred in relation to the fulfilment of the DB's duties, including but not limited to the fees of the CIETAC as set out in the previous article and the fees and expenses for an appraisal or for the appointment of a legal or technical expert in the review proceedings, shall be shared equally between the parties, unless the parties agree otherwise or the CIETAC's Fee Schedule for Construction Dispute Review provides otherwise.

Chapter 6 Supplementary Provisions

Article 48 The CIETAC may delegate its power to its sub-commissions, centers or offices in relation to the provision of assistive secretarial services for the conclusion of the DB Member Agreement and the provision of facilities, equipment and other necessary support and assistance for hearings and meetings between the DB and the parties.

Article 49 Neither the DB Members nor the CIETAC and its employees shall be liable for compensation for any action conducted pursuant to these Rules.

Article 50 Periods of time specified in these Rules shall be counted in calendar days and shall start to run on the day following the commencement date of each period of time. The commencement date itself shall not be counted in the calculation of a period of time.

Official holidays shall be included in the calculation of a period of time. When the day following the commencement date of a period of time is a local official holiday, the period of time shall commence on the first day following the holiday. If the last day of the relevant period of time is a local official holiday, the period of time shall expire on the first day following the holiday.

Article 51 These Rules shall be interpreted by the CIETAC.

Article 52 These Rules shall be effective for trial implementation from May 1, 2010.

Model Clause for Construction Dispute Review

"The parties to the Contract hereby agree to the application of the China International Economic and Trade Arbitration Commission Construction Dispute Review Rules ("the Review Rules"), and to the establishment of a standing [or ad hoc] Dispute Board ("the DB") consisting of three [or one] member(s).

Any dispute arising from or in connection with this Contract may be referred to the DB for resolution in accordance with the Review Rules. Any dispute not reviewed or not finally settled through review shall be submitted to the China International Economic and Trade Arbitration Commission for arbitration, which shall be conducted in

accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties."

The parties may, if they wish, add the following agreement.

"The DB shall submit each draft determination to the China International Economic and Trade Arbitration Commission for review before issuing the determination."

**China International Economic and Trade Arbitration Commission Fee Schedule
for Construction Dispute Review (Trial)**

Article 1 The China International Economic and Trade Arbitration Commission (hereinafter referred to as "the CIETAC") shall charge the administrative fees as set out under Article 46 of its Construction Dispute Review Rules in accordance with this Schedule.

Article 2 Each time the CIETAC is requested to appoint a DB Member, the CIETAC shall charge RMB 5,000.

Article 3 For each decision the CIETAC makes in relation to the challenge of a DB Member, the CIETAC shall charge RMB 8,000. This fee shall be borne by the party making the challenge unless otherwise agreed by the parties.

Article 4 Where the parties have requested for the review of a draft determination by the CIETAC, the CIETAC shall charge an amount between RMB 20,000 and RMB 50,000, depending on the specific circumstances of the case.

Article 5 For providing assistive secretarial services for the conclusion of the DB Member Agreement, the CIETAC shall charge RMB 2,000. With the consent of both

parties, the CIETAC may adjust the above amount based on the specific circumstances of the case.

Article 6 For facilities, equipment and other necessary support and assistance provided for meetings and hearings between the DB and the parties, the CIETAC shall fix an amount of charge based on the actual circumstances of the case.

Article 7 Unless otherwise agreed by the parties, the fees set out in Article 2, 4, 5 and 6 shall be borne equally by the parties.

Article 8 The CIETAC will provide the corresponding services to the parties upon receipt of the full amount of the administrative fees.

If a party fails to pay its share of the administrative fees in accordance with this Schedule, the other party may prepay the entire amount of the administrative fees.

Article 9 This Fee Schedule shall be interpreted by the CIETAC.

Article 10 This Fee Schedule shall be effective for trial implementation from May 1, 2010.