**RULES**

 **OF THE COURT OF ARBITRATION AT THE POLISH CHAMBER OF COMMERCE
PERTAINING TO RESOLUTION DISPUTES**

**§ 1**

**Scope and Manner of Application**

1. In disputes regarding annulment or invalidation of a resolution adopted by the general meeting of limited liability company or a joint stock company, which lawfully should be heard by a court of arbitration (“**Resolution Disputes**”), the Rules of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw in Disputes Regarding Resolutions (“**Rules on Resolutions**”) shall apply.
2. Any matters not regulated herein shall be subject to the Arbitration Rules of the Court of Arbitration effective as of 1 January 2015, as amended, (“**Principal Rules**”), with the exception of § 53 thereof (Fast-Track Procedure).

**§ 2**

**Initiation of a Resolution Dispute**

1. Resolution Disputes shall be initiated by an electronic submission of a statement of claim.
2. The statement of claim shall be governed by § 25 of the Principal Rules, whereas:
3. an indication of an arbitrator in the statement of claim shall be deemed a proposal of a candidate for arbitrator, with the actual selection being subject to § 8 of the Rules on Resolutions;
4. the statement of claim should:
5. provide the e-mail address for service and a consent to receive electronic mail;
6. clearly indicate the manner of fulfilment of the Resolution Dispute announcement obligation (in line with the rules pertaining to the company’s announcements), essentially who will publish the announcement, the rules regarding announcements adopted by the company, as well as provide the expected announcement date together with the claimant’s undertaking to supplement the statement of claim with a copy of the announcement as soon as it is published;
7. the statement of claim should be accompanied with the consolidated text of the company’s articles of association or indicate that they include an arbitration clause.
8. The claimant should send the statement of claim in PDF format or in another equivalent format which ensures stable document organisation on various devices (e.g. XPS) without enclosing any copies, by e-mail, to the Court of Arbitration’s address provided for this purpose at their website.
9. Should that, due to any technical reasons, be impossible or excessively difficult, the statement of claim sent by e-mail shall not have to contain evidentiary exhibits.
10. Any statement of claim sent otherwise than in accordance with par. 3 or sent to an incorrect e-mail address shall be returned.
11. No later than on the third day after the electronic submission, one copy of the statement of claim shall be served on the Court of Arbitration in accordance with § 11(1) of the Principal Rules. The service should include all exhibits required under § 25(3) of the Principal Rules, essentially the evidence which was not sent by e-mail due to impossibility or excessive difficulty caused by technical issues, as well as digitalised copies of all exhibits on an electronic data carrier (e.g. flash drive, CD). Copies of the statement of claim with exhibits shall not be required.

**§ 3**

**Payments and Curing Deficiencies in the Statement of Claim**

1. In Resolution Disputes, payments and the curing of deficiencies in the statement of claim shall be governed by § 26 of the Principal Rules, whereas:
2. once the statement of claim has been received, the General Director shall request that the claimant pay, within no more than 14 days, the arbitration fee in accordance with the Tariff of Fees in force on the day when the statement of claim is submitted and that they cure any deficiencies found;
3. the deadline referred to in § 26(5) of the Principal Rules shall be 7 days.
4. Once the fee has been paid and the deficiencies cured, the Resolution Dispute shall be deemed initiated on the day the statement of claim was submitted to the Court of Arbitration by e-mail in accordance with § 2(3) of the Rules on Resolutions.

**§ 4**

**Accession to the Resolution Dispute**

1. In Resolution Disputes, any shareholder may accede to the proceedings within a month after the announcement of the initiation of the Resolution Dispute („**Participant**”).
2. Par. 1 and the following provisions applicable to Participants shall apply *mutatis mutandis* to third parties holding title to initiate proceedings in the Resolution Dispute.
3. In order to accede to a Resolution Dispute, the shareholder should file with the Court of Arbitration a pleading regarding accession to the proceedings (“**Accession Pleading**”), which shall be subject to § 25(1) and (3) of the Principal Rules.
4. Essentially, the Accession Pleading should contain:
5. indication of the relevant Resolution Dispute, including parties thereto, as well as the date and place of the Resolution Dispute announcement;
6. e-mail address for service and a consent to receive electronic mail;
7. definition of the acceding party’s relation with the company, which confirms that they are covered by the subjective scope of the submission to arbitration;
8. indication of the party to the Resolution Dispute to which they accede;

as well as:

1. support of the claim made by the party to the Resolution Dispute to which they accede together with a justification and indication of evidence supporting allegations concerning facts;
2. The Accession Pleading shall be subject to § 2 and § 3(1)(a) of the Rules on Resolutions.
3. The Participant’s accession to the Resolution Dispute shall not require the consent of any party.
4. Participant shall participate in the appointment of arbitrators in accordance with § 8 of the Rules on Resolutions.
5. The General Director shall provide the Participants with copies of the statement of claim and any other pleadings filed prior to the accession. From the moment of their accession to the Resolution Dispute, Participants shall be served, in the same manner as a party, all pleadings filed by the parties, notices regarding dates and sessions as well as decisions of the Arbitral Tribunal.
6. Shareholders who did not accede to the Resolution Dispute as well as other third parties authorised to participate in the Resolution Dispute may request, during the course of the proceedings, that the Court of Arbitration provide them with relevant information, they may in particular request to be served, to an indicated e-mail address, pleadings filed by the parties and decisions of the Arbitral Tribunal. The right to information shall not include the right to participate in organisational sessions and hearings planned in the Resolution Dispute.

**§ 5**

**Statement of Defense**

1. The statement of defense shall be governed by § 27 of the Principal Rules, whereas:
2. an indication of an arbitrator in the statement of defense shall be deemed a proposal of a candidate for arbitrator, with the actual selection being subject to § 8 of the Rules on Resolutions;
3. the General Director may, at the defendant company’s request submitted within the deadline referred to in § 27(1) of the Principal Rules, extend the deadline for submission of the statement of defense, in particular if an Accession Pleading may reasonably be anticipated;
4. in the statement of defense, the company should provide the e-mail address for service and consent to receive electronic mail.
5. The statement of defense should be sent in PDF format or in another equivalent format which ensures stable document organisation on various devices (e.g. XPS), by e-mail, to the Court of Arbitration’s address provided for this purpose at their website together with subordinate addressees (CC) of the claimant and Participants.
6. Should that, due to any technical reasons, be impossible or excessively difficult, the statement of defense sent by e-mail shall not have to contain evidentiary exhibits.
7. If the statement of defense is filed during or after the appointment of the Arbitral Tribunal, the subordinate addressees (CC) shall not include the arbitrator(s).
8. The statement of defense shall be served on the arbitrators by the General Director unless the Arbitral Tribunal decided, in accordance with § 9(2) of the Rules on Resolutions, prior to the submission of the statement of defense, to apply different service rules, essentially, if they decided to maintain the electronic form of communication and service with the use of the arbitrators’ e-mail addresses.
9. In the cases referred to in par. 3, defendant company shall, no later than on the third day after the submission of the statement of defense by e-mail, serve it on the Court of Arbitration, the opponent, and the Participants in accordance with § 11(1) and (6) of the Principal Rules. The service should include all exhibits required under § 27(5) of the Principal Rules other than copies of the statement of defense with appendices, for each arbitrator, as well as digitalised copies of all exhibits on an electronic data carrier (e.g. flash drive, CD).

**§ 6**

**The Parties’ and Participants’ Response to the Accession Pleading**

1. If a Participant accedes to the Resolution Dispute and the Accession Pleading meets the requirements specified in § 4(3-5) of the Rules on Resolutions, the General Director shall forthwith serve a copy thereof on the parties and other Participants, requesting that they respond to the said Accession Pleading within a set deadline, no longer than 30 days. In justified cases, the General Director may, at the request of a party or a Participant submitted within the set deadline, extend the deadline.
2. The parties’ and Participants’ response to the Accession Pleading shall be governed by the provisions of § 5(2-6) of the Rules on Resolutions.

**§ 7**

**Disposition Acts**

1. The claimant may at any time withdraw the statement of claim in full or in part unless the defendant company or a Participant objected thereto and the Arbitral Tribunal decided that at least one of the objecting parties had a legitimate interest in the settlement of the Resolution Dispute.
2. The abandonment or recognition of a claim shall require the consent of all Participants supporting the acting party. A settlement shall require the consent of all Participants.
3. Provision of par. 1 and par. 2 shall apply *mutatis mutandis* if there is more than one claimant.

**§ 8**

**Number and Appointment of Arbitrators**

1. Resolution Disputes shall be resolved by an Arbitral Tribunal composed of three arbitrators unless the parties have agreed to have the dispute heard by one arbitrator.
2. The appointment of the Arbitral Tribunal shall be governed by § 19 of the Principal Rules, whereas:
3. The General Director shall send the List of Arbitrators to the parties and Participants no earlier than after the lapse of the deadline referred to in § 4(1) of the Rules on Resolutions;
4. the deadlines referred to in § 19(1-4) of the Principal Rules shall be 7 days;
5. if several persons assert one claim or if there are any Participants supporting one party, such persons shall appoint an arbitrator unanimously unless otherwise provided in the submission to arbitration;
6. if the Resolution Dispute is to be heard by one arbitrator - the appointment of that arbitrator shall require unanimity of the parties and Participants.
7. If a Participant acceded to the Resolution Dispute after the lapse of the deadline referred to in § 4(1) of the Rules on Resolutions, after the arbitrator has been appointed by the party they join, be it a sole arbitrator or an Arbitral Tribunal, they shall be deemed to accept the selection of the arbitrator, the sole arbitrator or the Arbitral Tribunal. The foregoing shall not preclude the given Participant’s right to challenge the arbitrator in accordance with the general principles.

**§ 9**

**Electronic Service**

1. Any and all pleadings and notices served by the General Director, as referred to in the Rules on Resolutions, except for the service of a copy of the statement of claim on the company, may, prior to the appointment of the Arbitral Tribunal, be made electronically to the e-mail addresses provided for service.
2. The Arbitral Tribunal shall define the means of communication and service after its appointment, having regard to the number of Participants. Essentially, they may decide, during an organisational session, to continue with the electronic form as the sole means of communication and service.

**§ 10**

**Subsequent Resolution Dispute**

1. If there is more than one Resolution Dispute initiated before the Court of Arbitration with regard to the same subject matter (a resolution), the General Director shall notify the sole arbitrator or the Arbitral Tribunal appointed for the Resolution Dispute which was initiated earlier (“**Primary Resolution Dispute**”), as well as the parties and Participants thereto, of the initiation of a subsequent Resolution Dispute (“**Subsequent Resolution Dispute**”).
2. Any doubts as regards the order in which the Resolution Disputes were initiated shall be resolved by the General Director acting in consultation with the President of the Arbitral Council.
3. The claimant and the Participants of the Subsequent Resolution Dispute shall be notified by the General Director of the Primary Resolution Dispute, including the date and time of its initiation, the parties and Participants thereto, the arbitrators appointed, if already been appointed, as well as of the current stage of the proceedings, together with guidance that the Subsequent Resolution Dispute may not be heard separately and that it shall be combined with the Primary Resolution Dispute.
4. The Arbitral Tribunal appointed in the Primary Resolution Dispute shall hear all Subsequent Resolution Disputes (other cases concerning the annulment or invalidation of the same resolution) which have been combined with the Primary Resolution Dispute. The foregoing shall not preclude the right of the claimant or Participants in the Subsequent Resolution Dispute to challenge the arbitrator in accordance with the general principles.
5. The Arbitral Tribunal shall render the decision to combine Resolution Disputes concerning the same subject matter. The decision to combine proceedings shall be governed *mutatis mutandis* by § 9 of the Principal Rules. The consent of the parties and Participants to the Resolution Disputes to the combination shall not be required. If the Arbitral Tribunal has not been appointed yet, the decision to combine Resolution Disputes may be rendered by the Arbitral Council.

**§ 11**

**Consequences of the Award**

The award in Resolution Disputes shall be binding on the parties and Participants thereto. The parties and Participants should enforce the award on their own account.

**§ 12**

**Proceedings before a Common Court**

1. The defendant company shall, after the reception of the statement of claim, be obligated to notify the Court of Arbitration as well as the Arbitral Tribunal after it has been appointed, if any cases concerning the resolution being subject to the Resolution Dispute are pending before a common court.
2. The defendant company’s notice referred to in par. 1 should clarify whether they have the right to bring the plea of submission to arbitration in the case pending before a common court and whether they intend to do so.
3. The situations referred to in par. 1 shall be governed by § 36 and § 38 of the Principal Rules.

**§ 13**

**Costs of Proceedings**

1. § 48-49 of the Principal Rules shall apply to the Participant.
2. Shareholders who did not accede to the Resolution Dispute shall not have the right to participate in the decision regarding the costs of arbitral proceedings. No expenses or costs they may have incurred in connection with the arbitral proceedings shall be included in the statement of costs borne by the parties and the Participants.
3. Par. 2 shall apply *mutatis mutandis* to third parties holding title to initiate proceedings in the Resolution Dispute.
4. Should the costs of arbitral proceedings be subject to distribution, any request filed by a party or a Participant to award costs may only concern the costs borne by the requesting party.