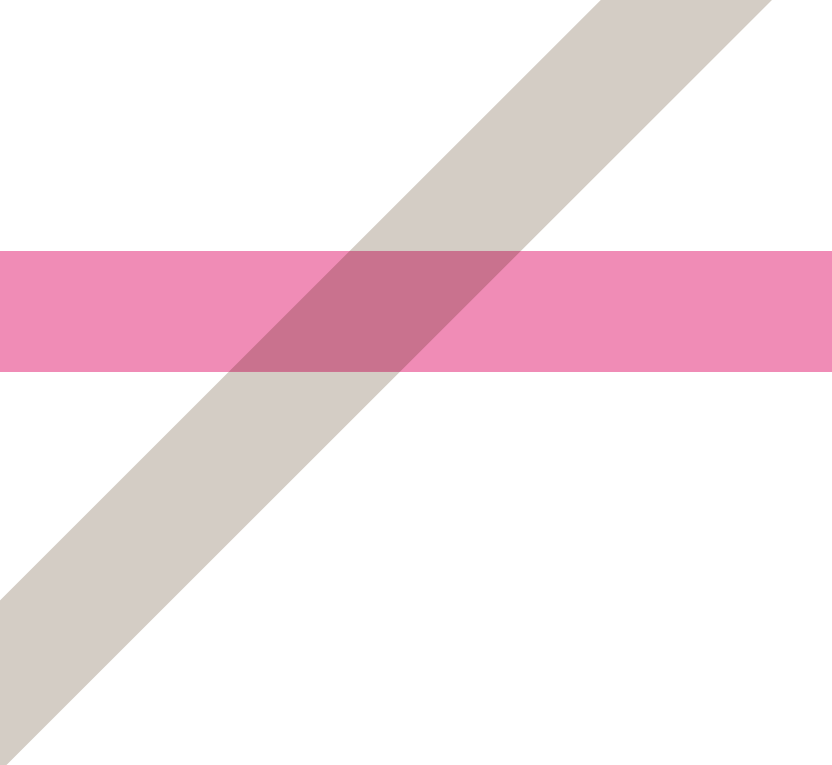


INTERNATIONAL
CENTRE
FOR ADR

LEADING DISPUTE
RESOLUTION
WORLDWIDE

DOCDEX RULES



International Chamber of Commerce (ICC)
33-43 avenue du Président Wilson
75116 Paris, France
www.iccwbo.org

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Of the various languages in which these Rules are published, the English version is the only official text.

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DOCDEX RULES

FOREWORD

ICC DOCDEX is a dispute resolution procedure specifically designed for the world of trade finance, whereby a panel of three independent and impartial experts render a decision on a dispute arising out of a trade finance instrument, undertaking or agreement. This rapid, document-based procedure offers an attractive alternative to costly and protracted litigation. DOCDEX is administered exclusively by the ICC International Centre for ADR in accordance with the ICC DOCDEX Rules set out in this booklet, which enter into force on 1 May 2015.

Since 1997 the ICC DOCDEX Rules have provided a trusted dispute resolution system for documentary credits incorporating ICC banking rules. In 2002 the Rules were extended to guarantees and collections also incorporating ICC banking rules. The 2015 revision further extends their scope to a wider range of trade finance instruments, including transactions or aspects of transactions not covered by existing ICC banking rules, such as trade loans, syndications, negotiable instruments, risk purchase agreements, conflicts of priority and fraud in letters of credit. This change will enable disputants previously left outside the ambit of DOCDEX to benefit from the service.

Speed has always been a hallmark of the DOCDEX process: decisions are reached within thirty days of the experts' receiving the file. A new and original feature of the 2015 revision is the



requirement that filings be made in electronic form using standard templates downloadable from the ICC website. This change will help to streamline case administration and further accelerate the proceedings. Specimens of these forms are included in this booklet after the Rules.

As a joint product of the ICC Banking Commission and ICC Dispute Resolution Services, DOCDEX capitalizes on ICC's expertise and experience in both fields. While retaining the traditional features of DOCDEX, the 2015 Rules are attuned to best professional practices and include safeguards to ensure the competence, independence, impartiality and availability of experts, quality assurance through the scrutiny of decisions, confidentiality, cost transparency and procedural efficiency.

The ICC DOCDEX Rules and more information on how to use the service can be found at www.iccdocdex.org.

DOCDEX RULES

ICC Rules for Documentary Instruments
Dispute Resolution Expertise

In force as from 1 May 2015

PREAMBLE

The DOCDEX Rules (the “Rules”) of the International Chamber of Commerce (the “ICC”) are for use in proceedings called Documentary Instruments Dispute Resolution Expertise (“DOCDEX”), which are administered by the ICC International Centre for ADR (the “Centre”), a separate administrative body within the ICC.

ARTICLE 1

Definitions

In the Rules:

“Appendix” means the Appendix entitled “Fees and Costs” set out hereinafter and at www.iccdocdex.org, where it may from time to time be updated.

“Appointed Experts” means a panel of three experts and “Appointed Expert” any member of that panel appointed by the Centre, having regard to the guidance provided by the Technical Adviser pursuant to Article 7(4), to render a Decision as defined below.

“Banking Commission” means the ICC Banking Commission.

“Claimant”/“Claimants” means a party or parties that submit(s) a Claim to the Centre in the manner described in Article 3 for a Decision as defined below.

“Decision” means the final decision rendered by the Appointed Experts pursuant to Article 9.

“Form” means one of the four forms set out hereinafter, available to download at www.iccdocdex.org.

“ICC Banking Rules” means any set of rules or standard practices issued from time to time by the Banking Commission, such as the ICC Uniform Customs and Practice for Documentary Credits (UCP), the ICC Uniform Rules for Bank-to-Bank Reimbursements under Documentary Credits (URR), the ICC Uniform Rules for Collections (URC) and the ICC Uniform Rules for Demand Guarantees (URDG).

“Respondent”/“Respondents” means a party or parties named as such in the Claim.

“Technical Adviser” means one of the Banking Commission’s technical advisers or alternate technical advisers appointed by the Chair of the Banking Commission to provide guidance as indicated in Articles 2(1), 7(3) and 7(4) and comments on any draft Decision of the Appointed Experts as indicated in Article 9(2).

ARTICLE 2

Scope

- 1 The Rules are available for any dispute which the Centre, in consultation with the Technical Adviser and subject to Articles 2(2) and 2(3) of the Rules, may agree to administer and which relates to:
 - a documentary credit,
 - a standby letter of credit,
 - a bank-to-bank reimbursement,
 - a collection,
 - a demand guarantee or counter-guarantee,
 - a forfaiting transaction,
 - a bank payment obligation (BPO), or
 - any other trade finance-related instrument, undertaking or agreement.
- 2 When a dispute falling within the scope of Article 2(1) of the Rules arises, a party may refer the dispute to the Rules to obtain an independent, impartial and prompt expert decision on the basis of the terms and conditions of the relevant instrument, undertaking or agreement, any applicable ICC Banking Rules and international standard practice in trade finance.
- 3 If the dispute arises out of or is in connection with an instrument, undertaking or agreement that does not provide for the application of ICC Banking Rules, it shall be administered under the Rules only if each Claimant and each Respondent so agree. Their agreement shall be recorded on Forms 1 and 2.

ICC DOCDEX RULES

- 4 The Rules provide for expedited proceedings, with no opportunity for the oral examination of fact or expert witnesses or for oral submissions at a hearing. Accordingly, the Rules are not appropriate where such examination or submissions are required to resolve any factual or legal issues raised by the Claim.
- 5 Proceedings under the Rules are not arbitral proceedings and a Decision is not an arbitral award.
- 6 A Decision shall not be binding on any Claimant or Respondent unless each Claimant and Respondent agrees that the Decision shall be contractually binding upon them. Any such agreement shall be recorded on Forms 1 and 2.

ARTICLE 3

Claim

- 1 A Claimant shall apply for a Decision by submitting a claim to the Centre using Form 1 (the “Claim”). The Claim shall be accompanied by all documents that the Claimant considers necessary to support its Claim. The Claim and all accompanying documents shall be supplied to the Centre in electronic form, together with one hard copy for each Respondent.
- 2 A Claimant may submit a Claim individually or jointly with one or more other Claimants.
- 3 At the time of submitting a Claim, the Claimant shall pay the fee specified in the Appendix.
- 4 Subject to Article 3(6) of the Rules, the Centre shall acknowledge receipt of the Claim and the fee to the Claimant.
- 5 Subject to Article 3(6) of the Rules, once the Centre has received the electronic and hard copies of the Claim and the fee, it shall send a hard copy of the Claim and any accompanying documents to each Respondent identified in the Claim for its Answer, as provided in Article 11(1) of the Rules.

- 6 If the Centre finds a Claim or part of a Claim to be outside the scope of the Rules, or considers in its discretion that the administration of a Claim or part of a Claim would not be in the spirit of the Rules, the Centre may reject all or part of that Claim at any time, before or after acknowledging receipt, and in such event shall so inform the Claimant and any Respondent to which the Centre has sent a copy of the Claim. The Centre shall also refund all or part of any fee received pursuant to Article 3(3) of the Rules, as appropriate.
- 7 In considering whether or not to reject a Claim or part of a Claim prior to the appointment of the Appointed Experts, the Centre may seek guidance from the Technical Adviser pursuant to Articles 2(1) and 7(3) of the Rules. Following the appointment of the Appointed Experts, the Centre shall reject a Claim or part of a Claim if informed by a majority of the Appointed Experts pursuant to Article 8(3) that they consider it to be outside the scope of the Rules.

ARTICLE 4

Answer

- 1 A Respondent may submit an answer to a Claim (the "Answer") using Form 2. The Answer, if any, shall be accompanied by any additional documents that the Respondent considers necessary to support its Answer.
- 2 The Answer and all accompanying documents shall be supplied to the Centre only in electronic form in accordance with Article 11(2) of the Rules. The Centre shall forward the Answer and any accompanying documents to the Claimant and any other Respondent.
- 3 A Respondent may submit its Answer individually or jointly with one or more other Respondents.
- 4 An Answer must be received by the Centre within the period it specifies when sending the Claim to each Respondent, which shall not exceed 30 days, save exceptional circumstances. Any Answer received by the Centre after the expiry of the specified period shall be disregarded.
- 5 If a Respondent does not submit an Answer, the proceedings shall nonetheless continue.

ARTICLE 5

Supplementary Information and Additional Documents

- 1 The Centre may request a Claimant or Respondent to submit supplementary information or copies of documents that the Centre considers relevant to the rendering of a Decision, whereupon such information or documents shall be submitted using Form 3 (the “Supplement”).
- 2 A Supplement shall be submitted to the Centre within 14 days of its request, in electronic form only. The Centre shall forward the Supplement to each Claimant and Respondent.
- 3 A Supplement shall be submitted to the Centre only in response to a request from the Centre. Any unsolicited submission made to the Centre by any Claimant or Respondent shall be disregarded. The Centre may, at its discretion, accede to a request from a Claimant or Respondent for permission to make a new or additional submission, whereupon such submission shall be supplied in the form of a Supplement within the period indicated by the Centre.
- 4 No submission by any person other than a Claimant or Respondent shall be admitted in the proceedings and any such submission received by the Centre shall be disregarded.

ARTICLE 6

Filing and Finality of Submissions

- 1 In addition to the requirements set out in Articles 3(1), 4(1) and 5(1) of the Rules with regard to the form of a Claim, Answer and Supplement, the Centre may require any document to be submitted in hard copy or for the electronic copy to be submitted in a particular electronic form.
- 2 All fields in the relevant Form shall be completed concisely, in English, and shall contain all necessary information clearly presented.

- 3 If a document accompanying a Claim, Answer or Supplement contains data not drafted in English, it shall be accompanied by an English translation, unless the Centre agrees otherwise in writing.
- 4 A Claim, Answer and Supplement shall be considered final as received and may not be amended.

ARTICLE 7

Appointment of Experts

- 1 The Banking Commission maintains a list of experts (the “List”) having experience in, and knowledge of, trade finance transactions. The Chair of the Banking Commission is the repository of the List and can add or remove experts from the List at any time, as need be.
- 2 The Centre shall transmit a copy of the Claim to the Technical Adviser after verifying the Technical Adviser’s independence with respect to the parties referred to in the Claim.
- 3 The Technical Adviser shall, if requested, offer guidance to the Centre on whether the Claim falls within the scope of the Rules.
- 4 The Technical Adviser shall also provide guidance on the area(s) of expertise that the Claim requires and that the Appointed Experts should possess. Having regard to this guidance, the Centre shall make the appointments and designate one of the Appointed Experts to act as president (the “President”).
- 5 Each Appointed Expert must be and remain impartial and independent of the parties involved in the dispute.
- 6 An Appointed Expert shall not act or have acted, nor shall any Claimant or Respondent seek to have an Appointed Expert act, in any judicial, arbitral or similar proceedings relating to the dispute that is or was the subject of proceedings under the Rules, whether as a judge, an arbitrator, an expert or fact witness, or a representative or adviser.

ICC DOCDEX RULES

- 7 Before any appointment, prospective Appointed Experts shall sign a statement of acceptance, availability, impartiality and independence and shall disclose in writing to the Centre any facts or circumstances which might be of such a nature as to call into question their independence in the eyes of any Claimant or Respondent, as well as any circumstances that could give rise to reasonable doubts as to their impartiality. The Centre shall take any such disclosure into account before making the appointment.
- 8 An Appointed Expert shall immediately disclose in writing to the Centre any facts or circumstances of a similar nature to those referred to in Article 7(7) of the Rules concerning the Appointed Expert's impartiality or independence which may arise during the proceedings.
- 9 By accepting to serve, an Appointed Expert undertakes to carry out the Appointed Expert's responsibilities in accordance with the Rules.
- 10 An Appointed Expert who becomes unable to carry out the functions entrusted by the Centre shall so inform the Centre without delay. When the Centre deems that an Appointed Expert is unable to carry out the Appointed Expert's role under the Rules, it shall immediately give notice of termination to such Appointed Expert. The Centre shall inform the other Appointed Experts of such termination and make another appointment from the List.
- 11 Upon receipt of a notice of termination, an Appointed Expert shall promptly dispose of any documents received from the Centre in an appropriate manner as agreed with the Centre.

ARTICLE 8

The Proceedings

- 1 Unless the Centre has rejected the Claim pursuant to Article 3(6) of the Rules, the Centre shall transmit the Claim, any Answer and any Supplement(s) to the Appointed Experts.
- 2 When considered necessary by the Appointed Experts, the President may ask the Centre to request any Claimant or Respondent to submit a Supplement in accordance with Article 5 of the Rules.

- 3 If the Appointed Experts consider that the Claim is outside the scope of the Rules, they shall so inform the Centre, which shall reject the Claim pursuant to Article 3(6) of the Rules.
- 4 Notwithstanding any disagreement between the Claimant and Respondent as to whether the Claim falls within the scope of the Rules, the Appointed Experts shall continue with the proceedings and render a Decision to the extent that they consider the Claim to fall within the scope of the Rules.
- 5 Following deliberations among the Appointed Experts, the President shall prepare and submit to the Centre a draft of the Decision for scrutiny pursuant to Article 9(2) of the Rules. The draft Decision shall be submitted within 30 days of receipt by the Appointed Experts of all information and documents they consider necessary for determining the issues in dispute.
- 6 In exceptional circumstances, and upon a reasoned request submitted by the President, the Centre may extend the time limit for the Appointed Experts to render their draft Decision.
- 7 There shall be no oral hearing before the Appointed Experts.

ARTICLE 9

The Decision

- 1 The Decision shall be drafted in English using Form 4.
- 2 Upon receipt of the draft Decision from the President, the Centre shall transmit it forthwith to the Technical Adviser for scrutiny. The Technical Adviser may lay down modifications as to the form of the draft Decision and, without affecting the Appointed Experts' liberty of decision, may also draw their attention to points of substance. No Decision shall be rendered by the Appointed Experts until it has been approved by the Technical Adviser as to its form.
- 3 The Decision may be made unanimously or on a majority basis and shall so indicate.
- 4 The Decision shall be deemed to have been made on the date stated therein.

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- 5 The Appointed Experts shall render the Decision exclusively on the basis of the Claim, any Answer and any Supplement, the terms and conditions of the trade finance-related instrument, undertaking or agreement, the ICC Banking Rules that may be applicable and international standard practice in trade finance.
- 6 Once a Decision has been made, the Centre shall make it available to each Claimant and to any Respondent that has submitted an Answer pursuant to Article 4 of the Rules.

ARTICLE 10

Costs

- 1 The costs of the DOCDEX proceedings shall be the standard fee set out in the Appendix. The standard fee shall be non-refundable, unless the Centre rejects all or part of the Claim pursuant to Article 3(6) of the Rules.
- 2 An additional fee may be fixed by the Centre, at its discretion, taking into account the facts and documents underlying the dispute and subject to the maximum specified in Article 2 of the Appendix.
- 3 The Centre shall fix a time limit for the payment of the additional fee. The Centre may instruct the Appointed Experts to suspend their work until the additional fee has been paid.

ARTICLE 11

Notifications or Communications; Time Limits

- 1 A hard copy of the Claim shall be sent by the Centre to each Respondent pursuant to Article 3(5) of the Rules. It shall be sent by delivery against receipt, registered post or courier to the address of the Respondent provided by the Claimant in the Claim.
- 2 Subject to Article 11(1) of the Rules, all notifications or communications to and from the Centre shall be made by email or by any other means of telecommunications, excluding fax, that provides a record of the sending thereof. Such notifications or communications shall be made to the last email or

other electronic address of the Claimant or Respondent, or its representative for whom the same are intended, as notified for this purpose by the party in question. If the Respondent fails to notify the Centre of an email or other electronic address, then the Centre may use the address for the Respondent that is provided by the Claimant.

- 3 A notification or communication shall be deemed to have been made on the day it was received by the Claimant or Respondent itself or by its representative, or would have been received if made in accordance with Article 11(2) of the Rules.
- 4 Periods of time specified in or fixed under the Rules shall start to run on the day following the date a notification or communication is deemed to have been made in accordance with Article 11(3) of the Rules. When the day following such date is an official holiday or a non-business day in the country where the notification or communication is deemed to have been made, the period of time shall commence on the first following business day. Official holidays and non-business days are included in the calculation of the period of time. If the last day of the relevant period of time granted is an official holiday or a non-business day in the country where the notification or communication is deemed to have been made, the period of time shall expire at the end of the first following business day.

ARTICLE 12

General

- 1 The Centre may authorize the publication of any Decision, provided that the identities of each Claimant, Respondent and any other person or entity named in the Claim, Answer or any Supplement are not disclosed.
- 2 Any information or documents given by the Centre to the Technical Adviser or the Appointed Experts in connection with proceedings under the Rules shall be used by the Technical Adviser and the Appointed Experts only for the purpose of such proceedings and shall be treated by them, as well as by the Centre, as confidential.

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- 3 The Centre, the Technical Adviser and the Appointed Experts shall not reveal the identities of the Appointed Experts and the Technical Adviser to any Claimant, Respondent or other person.
- 4 In all matters not expressly provided for in the Rules, the Technical Adviser, the Appointed Experts and the Centre shall act in the spirit of the Rules.
- 5 The Technical Adviser, the Appointed Experts, the Centre, the ICC and its employees, and the ICC National Committees and Groups and their employees and representatives shall not be liable to any person for any act or omission in connection with any proceedings or Decision under the Rules, except to the extent such limitation of liability is prohibited by applicable law.
- 6 The version of the Rules that is applicable at the time of submission of a Claim shall apply to the proceedings, unless otherwise agreed by each Claimant and Respondent.

1. Standard Fee

Where the amount in dispute does not exceed US\$ 1,000,000, the standard fee is US\$ 5,000, which includes the Centre’s administrative expenses and the Appointed Experts’ fees. For all amounts in dispute exceeding US\$ 1,000,000, the standard fee is US\$ 10,000.

2. Additional Fee

As indicated in Article 10(2) of the Rules, the Centre may charge an additional fee of up to 50% of the standard fee.

3. Payment

Payment shall be made by bank transfer to the account of the International Chamber of Commerce shown below, carrying the reference “DOCDEX case”.

UBS AG
Bahnhofstrasse 45
8098 Zurich
Switzerland
Swift code: UBSWCHZH80A
IBAN: CH06 0024 0240 2245 3461 R

At the time of payment, an advice in writing should be sent to:

ICC International Centre for ADR
33-43 avenue du Président Wilson
75116 Paris, France
docdex@iccwbo.org

stating the following data:

- DOCDEX case number (if known to the Claimant)
- Date of Claim
- Name of Claimant
- Date and amount of payment
- Postal address

4. Currency, VAT and Scope

- 1 All amounts fixed by the Centre or pursuant to the Rules and the Appendix are payable in US dollars except where prohibited by law, in which case the ICC may apply a different scale and fee arrangement in another currency.
- 2 Any standard or additional fee may be subject to value added tax (VAT) or charges of a similar nature at the prevailing rate.
- 3 The above provisions on the costs of proceedings shall be effective as of 1 May 2015 in respect of all proceedings commenced on or after such date under the present or any previous version of the ICC DOCDEX Rules.

5. Disclaimer

This Appendix is subject to change without notice. Please refer to www.iccdocdex.org for the current version.

FORM 1: CLAIM SPECIMEN ONLY

This Form is available for download at www.iccdocdex.org

| | | | |
|--------------|---|--------|-------|
| Date: | Day: | Month: | Year: |
| To: | Once completed, this interactive Form should be sent by email to docdex@iccwbo.org and in hard copy to International Chamber of Commerce, International Centre for ADR, 33-43 avenue du Président Wilson, 75116 Paris, France. | | |
| | We, the Claimant/Claimants, hereby submit our Claim for a Decision under the ICC DOCDEX Rules. Unless stated otherwise, terms defined in the Rules shall have the same meaning when used in this Claim. | | |
| | We certify that the electronic and hard copies of the Claim and accompanying documents supplied to the Centre pursuant to Article 3(1) of the Rules are identical. | | |

MANDATORY INFORMATION

| | |
|------------------------------------|--|
| Do ICC Banking Rules apply? | Does the dispute arise out of or in connection with an instrument, undertaking or agreement that provides for the application of ICC Banking Rules? <input type="checkbox"/> YES <input type="checkbox"/> NO |
|------------------------------------|--|

If NO, has the Claimant/have the Claimants sought the agreement of each Respondent that the Claim should be subject to the Rules? YES NO

The Claimant/Claimants should note that, unless each Respondent confirms its agreement by answering the relevant question in Form 2, the Centre will refuse to administer the Claim under the Rules and reject the Claim.

| | |
|--------------------------|---|
| Binding Decision: | Has each Claimant and each Respondent agreed that the Decision shall be contractually binding upon them? <input type="checkbox"/> YES <input type="checkbox"/> NO |
|--------------------------|---|

If YES, provide a copy of the agreement as an attachment to the Claim.

If NO, do you propose that the Decision should be contractually binding upon each Claimant and each Respondent?

YES NO

FORM 1: CLAIM (continued)

PART I: PARTIES

Claimant 1:¹ Name: _____
Address: _____
For the attention of:² _____
Email address: _____
Capacity:³ _____

Counsel to Claimant 1: Name: _____
Address: _____
Email address: _____

Provide details of any additional Claimants and their counsel here. The space will expand as necessary.

Respondent 1:⁴ Name: _____
Address: _____
For the attention of:⁵ _____
Email address: _____
Capacity:⁶ _____

Counsel to Respondent 1: Name: _____
Address: _____
Email address: _____

Provide details of any additional Respondents and their counsel here. The space will expand as necessary.

PART II: BACKGROUND

Summary of the dispute

Set out chronologically the background and circumstances, supported by any relevant documents. Electronic versions of these documents should accompany the electronic version of the Claim. Start a new line for each event.

Date: _____ Events: _____ Attachment No: _____

PART III: CLAIMANT'S/CLAIMANTS' SUBMISSION

Set out your Claim, referring where necessary to any supporting document(s) provided as electronic attachment(s).

Space will expand to accommodate the amount of information provided.

List of electronic attachments (start a new line for each attachment):

Title of document: _____ Attachment No: _____

PART IV: ISSUE(S) FOR A DECISION

Set out concisely the precise issue(s) requiring a Decision.

Space will expand to accommodate the amount of information provided.

1. _____

FORM 1: CLAIM (continued)

PART V: FEE

We confirm that an amount of US\$⁷ has been transferred to:
INTERNATIONAL CHAMBER OF COMMERCE
33-43 avenue du Président Wilson
75116 Paris, France

by crediting the following account:

UBS AG
Bahnhofstrasse 45
8098 Zurich
Switzerland

IBAN: CH06 0024 0240 2245 3461 R
Swift code: UBSWCHZH80A

A bank transfer advice mentioning the name of the party on whose behalf the payment is made and carrying the reference "DOCDEX case" is attached. YES NO

If NO, please forward proof of payment as soon as the transfer has been made.

Please note that due to applicable banking regulations payments must originate from the Claimant/Claimants. In the case of third party payments, please provide a power of attorney expressly indicating that the paying party is authorized to pay on behalf of Claimant/Claimants or a legal document expressly indicating the legal relationship between the paying party and the Claimant/Claimants.

Is the payment made by a third party? YES NO

If YES, is the above-mentioned documentation attached? YES NO

For and on behalf of⁸

Name of the Claimant 1: _____

Name and title of signatory: _____

Signature: _____

Continue with any further Claimants here. The space will expand as necessary.

1. The party or parties bringing the Claim. A Claimant may submit a Claim individually or jointly with one or more other Claimants (see Article 3(2)). If the Claim is submitted jointly, list all Claimants separately, using the extra space available below where necessary.
2. A contact person or the relevant department within the Claimant.
3. Identify the role of the Claimant, e.g. the beneficiary or nominator of the demand guarantee.
4. The other party or parties in the dispute (see Article 4(1)). If there are several Respondents, list them all separately, using the extra space available below where necessary.
5. A contact person or the relevant department within the Respondent.
6. Identify the role of the Respondent, e.g. the issuing or confirming bank of the documentary credit or the counter-guarantor in a counter-guarantee.
7. With respect to the currency of payment, see ICC DOCDEX Rules, Appendix, Article 4(1).
8. To be signed by each Claimant where the Claim is submitted jointly by more than one Claimant.

FORM 2: ANSWER SPECIMEN ONLY

This Form is available for download at www.iccdocdex.org

| | | | |
|--------------|--|--------------|-------------|
| Date: | Day: _____ | Month: _____ | Year: _____ |
| To: | Once completed, this interactive Form should be sent by email to the ICC International Centre for ADR at docdex@iccwbo.org . | | |
| | We, the Respondent/Respondents, ¹ hereby submit an Answer for a Decision in accordance with the ICC DOCDEX Rules. Unless stated otherwise, terms defined in the Rules shall have the same meaning when used in this Answer. | | |

MANDATORY INFORMATION

| | |
|--|--|
| Agreement to submit to the Rules: | If the Claimant has/Claimants have sought your agreement that the dispute to which the Claim relates should be subject to the Rules notwithstanding the fact that the dispute arises out of or in connection with an instrument, undertaking or agreement that does not provide for the application of ICC Banking Rules, do you confirm your agreement? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Binding Decision: | If the Claimant has/Claimants have proposed in the Claim that the Decision should be contractually binding upon each Claimant and each Respondent, do you agree with that proposal? <input type="checkbox"/> YES <input type="checkbox"/> NO |

PART I: PARTIES

| | |
|--------------------------------|---|
| Claimant 1:² | Name: _____ Address: _____ For the attention of: ³ _____ Email address: _____ Capacity: ⁴ _____ |
| Counsel to Claimant 1: | Name: _____ Address: _____ Email address: _____ |

Provide details of any additional Claimants and their counsel here. The space will expand as necessary.

| | |
|----------------------------------|---|
| Respondent 1:⁵ | Name: _____ Address: _____ For the attention of: ⁶ _____ Email address: _____ Capacity: ⁷ _____ |
| Counsel to Respondent 1: | Name: _____ Address: _____ Email address: _____ |

Provide details of any additional Respondents and their counsel here. The space will expand as necessary.

FORM 2: ANSWER (continued)

PART II: RESPONDENT'S/RESPONDENTS' SUBMISSION

Set out your Answer to the Claim, referring where necessary to any supporting documents provided as electronic attachment(s).

Space will expand to accommodate the amount of information provided.

List of electronic attachments (start a new line for each attachment):

Title of document:

Attachment No:

For and on behalf of⁸

Name of the Respondent 1: _____

Name and title of signatory: _____

Signature: _____

Continue with any further Respondents here. The space will expand as necessary.

1. Where there is more than one Respondent, each Respondent may submit its Answer individually or jointly with one or more other Respondents (see Article 4(3)). If there is more than one Respondent and each Respondent is submitting an individual Answer, indicate whether the Answer is made by Respondent 1, Respondent 2, etc., as indicated on Form 1.
2. The party or parties bringing the Claim. A Claimant may submit a Claim individually or jointly with one or more other Claimants (see Article 3(2)). If the Claim is submitted jointly, list all Claimants separately, using the extra space available below where necessary.
3. A contact person or the relevant department within the Claimant as shown on the Claim.
4. Identify the role of the Claimant, e.g. the beneficiary or nominated bank of the documentary credit or the beneficiary or guarantor of the demand guarantee.
5. The other party or parties in the dispute (see Article 4(1)). If there are several Respondents, list them all separately, using the extra space available below where necessary.
6. A contact person or the relevant department within the Respondent.
7. Identify the role of the Respondent, e.g. the issuing or confirming bank of the documentary credit or the counter-guarantor in a counter-guarantee.
8. To be signed by each Respondent where the Answer is submitted jointly by more than one Respondent.

FORM 3: SUPPLEMENT SPECIMEN ONLY

This Form is available for download at www.iccdocdex.org

DOCDEX No: _____

Date: Day: _____ Month: _____ Year: _____

To: Once completed, this interactive Form should be sent by email to the ICC International Centre for ADR at docdex@iccwbo.org.

In response to your request dated _____,¹ the Claimant(s)/Respondent(s)² hereby provide(s) the following supplementary information in accordance with the ICC DOCDEX Rules.

PART I: NAME OF PARTY SUBMITTING SUPPLEMENT

Name: _____ Claimant/Respondent³

Is this Supplement submitted on behalf of more than one party? YES NO

If YES, list the other parties on whose behalf it is submitted:

Space will expand to accommodate the amount of information provided.

PART II: SUPPLEMENTARY DOCUMENT(S)

Response to the request to submit a Supplement

List the information and supporting documents attached, if any.

Space will expand to accommodate the amount of information provided.

1.

List of electronic attachments (start a new line for each attachment):

Title of document: _____ Attachment No: _____

For and on behalf of

Name of the Claimant/Respondent:⁴ _____

Name and title of signatory: _____

Signature: _____

1. Insert date.

2. Select as appropriate.

3. Select as appropriate.

4. Select as appropriate. Specify any other party or parties on whose behalf the Supplement is submitted.

FORM 4: **DECISION** SPECIMEN ONLY

This Form is available for download at www.iccdodex.org

DOCDEX No:

Date: Day: Month: Year:

PART I: PARTIES

Claimant 1:¹ Name:

Address:

Provide details of any additional Claimants and their counsel here. The space will expand as necessary.

Respondent 1:² Name:

Address:

Did this Respondent submit
an Answer

YES NO

Provide details of any additional Respondents and their counsel here. The space will expand as necessary.

PART II: CLAIMANT'S/CLAIMANTS' CLAIM

Space will expand to accommodate the amount of information provided.

PART III: PARTIES' SUBMISSIONS

i) Claimant's/Claimants' submission(s)

Space will expand to accommodate the amount of information provided.

ii) Respondent's/Respondents' submission(s)

Space will expand to accommodate the amount of information provided.

PART IV: ISSUES TO BE DECIDED

Space will expand to accommodate the amount of information provided.

1.

PART V: ANALYSIS

Space will expand to accommodate the amount of information provided.

PART VI: CONCLUSION

This is a unanimous/majority³ Decision.

Space will expand to accommodate the amount of information provided.

1. The party or parties bringing the Claim.
2. The other party or parties in the dispute.
3. Select as appropriate.





ICC International Centre for ADR

www.iccadr.org

docdex@iccwbo.org

T +33 (0)1 49 53 30 52

F +33 (0)1 49 53 30 49

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