



ARBITRATION RULES

IN FORCE AS OF 2 DECEMBER 2024

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INTRODUCTORY PROVISIONS

Article 1 : Organisation and administration of arbitrations

The ARBITRATION CHAMBER FOR LARGE RETAIL (the “CAGD”, its acronym in French) is an association aiming to offer specialised institutional arbitration in all areas that may be part of the retail activity, including related or dual activities such as real estate, to any legal or natural person of any nationality, operating anywhere and in any form, in the large retail sector, understood in the broadest sense, food or non-food, as a distributor or supplier of products or services of any kind.

In this context, the CAGD aims and desires to provide a prompt, specialised and independent means of resolving disputes via institutional arbitration.

To this end, the CAGD has set up a commission (the “Commission”), made up of members appointed by its board of directors, whose role is to ensure that the arbitration rules are properly applied and to intervene whenever provided for in the present arbitration rules (the “Rules”).

The CAGD has entrusted the INTERNATIONAL ARBITRATION CHAMBER OF PARIS (the “CAIP”, its acronym in French) with the material organisation and administration of arbitrations subject to the Rules.

The CAIP is the only body authorised to organise and administer arbitrations subject to the Rules, under the direction of its Secretary General and with the assistance of the Commission.

In the exercise of the organisational and administrative functions delegated by the CAGD, as described in the Rules, the CAIP is referred to as the “Chamber”.

- 1.1.** The Chamber provides arbitral tribunals with all the means in its possession to ensure the accomplishment of their mission throughout all its duration.

Article 2 : Definitions

In the Rules:

- a)** "Annex" indicates an annex to the Rules;
- b)** "Appendix" indicates an appendix to the Rules;
- c)** "arbitral tribunal" indicates an arbitral tribunal composed of one, two or more arbitrators;

- d)** "arbitration agreement" indicates any arbitration clause or submission agreement;
- e)** "arbitrator" indicates a presiding arbitrator, co-arbitrator or sole arbitrator;
- f)** "Article" indicates an article of the Rules;
- g)** "award" indicates an interim, partial or final arbitral award;
- h)** "business day" indicates Mondays, Tuesdays, Wednesdays, Thursdays and Fridays;
- i)** "CAGD" indicates the ARBITRATION CHAMBER FOR LARGE RETAIL;
- j)** "CAIP" indicates the INTERNATIONAL ARBITRATION CHAMBER OF PARIS;
- k)** "Chamber" indicates the CAIP in the exercise of the organisational and administrative roles delegated by the CAGD;
- l)** "claimant" indicates one or more claimants, including one or more counter-respondents;
- m)** "Commission" indicates the collegiate body of the CAGD;
- n)** "additional party" indicates one or more additional parties;
- o)** "non-business day" indicates Saturdays, Sundays and public holidays in the country of the place of the arbitration and in the countries where the parties are domiciled for the purposes of the proceedings;
- p)** "party" or "parties" indicate any party to the arbitration;
- q)** "presiding arbitrator" indicates the presiding arbitrator of a three-member arbitral tribunal or a sole arbitrator;
- r)** "respondent" indicates one or more respondents, including one or more counterclaimants;
- s)** "Rules" indicates the present Arbitration Rules;
- t)** "Secretary General" indicates the CAIP Secretary General;
- u)** "summons" indicates any notification to the parties of the date set for a hearing on the proceedings, on jurisdiction or on merits of the dispute, or for a case review session;

Article 3 : Applicability of the Rules

- 3.1.** The CAGD Arbitration Rules are applicable in the presence of any arbitration agreement or request for arbitration referring to "CAGD", "Chambre Arbitrale

de la Grande Distribution”, “Arbitration Chamber for Large Retail” or any other designation enabling to identify the CAGD with a sufficient degree of certainty.

The CAGD Arbitration Rules also apply to disputes for which it is appointed by State courts.

- 3.2.** The arbitration is subject to the CAGD Arbitration Rules in force on the day of receipt of the request for arbitration by the Chamber.

All provisions of the Rules, including the emergency arbitrator provisions of the Appendix, are adopted without reserve, unless otherwise expressly agreed by the parties.

- 3.3.** The Chamber may, after consulting the Commission, refuse to administer an arbitration where the derogations agreed between the parties to its arbitration rules would denature the provisions thereof.

ARBITRAL PROCEEDINGS

SECTION 1 : INITIATING THE ARBITRAL PROCEEDINGS

Article 4 : Request for Arbitration

- 4.1.** A party (the "claimant") wishing to initiate arbitration before the CAGD shall transmit a request for arbitration (the "Request for Arbitration") to the opposing party (the "respondent"), by any means with acknowledgement of receipt, as well as to the Chamber (at cagd@med-arb.fr).

The Request for Arbitration contains notably the following information:

- a)** the full names, descriptions, postal and email addresses or other contact details of each of the parties and any person representing them pursuant to Article 22.1;
 - b)** a statement of the facts in dispute, the relief sought and the basis upon which the claims are made;
 - c)** the amount of each of those claims or, as far as possible, a quantified estimate thereof;
 - d)** a copy of all arbitration agreements on the basis of which the Request for Arbitration is submitted;
 - e)** if necessary, any observations on the constitution of the arbitral tribunal, the applicable rules of law, the place and language of the arbitration;
 - f)** all relevant supporting documents.
- 4.2.** In case of non-compliance with the provisions of Article 4.1, the Chamber may invite the claimant to comply therewith within fifteen (15) days, failing which the Request for Arbitration shall be withdrawn.
- 4.3.** On receipt of the Request for Arbitration, the Chamber shall invite the claimant to effect payment of the opening fee and to advance the arbitration costs in accordance with Articles 39 and 40.
- 4.4.** The proceedings shall, for all purposes, be deemed to have been initiated on the date of receipt of the Request for Arbitration by the Chamber, provided that the claimant effects payment of the opening fee in accordance with Article 39.

Article 5 : Notification of initiation of the proceedings

Upon receipt of the opening fee, the Chamber shall notify the respondent of initiation of the proceedings and provide it with a copy of the Request for Arbitration and the Rules.

The Chamber shall inform the parties of the date on which the respondent was notified of initiation of the proceedings.

Article 6 : Answer to the Request for Arbitration and Counterclaim

6.1. The respondent shall submit its answer to the Request for Arbitration (the "Answer to the Request for Arbitration") to the claimant and the Chamber within thirty (30) days from receipt of the notification of initiation of the proceedings.

6.2. The respondent wishing to make a counterclaim (the "Counterclaim") shall submit it with the Answer to the Request for Arbitration to the claimant and the Chamber.

The Counterclaim contains notably the following information:

- a)** a statement of the facts in dispute, the relief sought and the basis upon which the claims are made;
- b)** the amount of each of those claims or a quantified estimate thereof;
- c)** all relevant supporting documents.

SECTION 2 : CONTINUING THE ARBITRAL PROCEEDINGS

Article 7 : Constitution of the arbitral tribunal

7.1. Unless otherwise agreed by the parties, the dispute shall be referred to an arbitral tribunal composed of a sole arbitrator appointed by the Commission.

7.2. Where the parties have agreed that the dispute shall be referred to an arbitral tribunal composed of three arbitrators, the latter shall be appointed as follows:

- a)** an arbitrator shall be appointed by the claimant within the Request for Arbitration or, failing that, by the Commission;
- b)** an arbitrator shall be appointed by the respondent, at the latest, in the Answer to the Request for Arbitration or, failing that, by the Commission;
- c)** the presiding arbitrator shall be appointed by the Commission.

In case of multiple claimants or respondents, the Commission shall appoint all the members of the arbitral tribunal.

- 7.3.** It shall be incumbent upon the parties to provide proof of any agreement between them as to the number of arbitrators.

Article 8 : Conduct of the arbitral proceedings

- 8.1.** The arbitral tribunal may, on its own motion or at the request of the parties, decide to establish a procedural timetable.

To this end, if the arbitral tribunal finds it necessary, it shall summon the parties to a hearing on the proceedings, in principle by videoconference, in order to discuss the procedural timetable and any other relevant procedural issues as well as, if appropriate, to draw up terms of reference in consultation with the parties.

- 8.2.** Subject to Article 8.1, the procedure shall be as follows:

- a)** the claimant shall submit its reply (the "Reply") within sixty (60) days from receipt of the notification referred to in Article 5 by the respondent;
- b)** the respondent shall submit its rejoinder (the "Rejoinder") within ninety (90) days from receipt of the notification referred to in Article 5;
- c)** a hearing shall be held at least fifteen (15) days from the Rejoinder or, if there is no Rejoinder, from the date of the last exchange between the parties.

- 8.3.** The arbitral tribunal shall, as soon as it is constituted, summon the parties to the hearing referred to in Article 8.1 or, where applicable, to that referred to in Article 8.2.c.

- 8.4.** The terms of reference agreed upon shall be signed by the parties and all the members of the arbitral tribunal. Failing signature by one of the parties, the terms of reference shall be signed by the Chairman of the CAGD, whose signature shall have the same effect as if all the parties had signed the terms of reference.

- 8.5.** Once the terms of reference have been signed, the parties shall not make new claims falling outside the limits of the terms of reference, except with the prior authorization of the arbitral tribunal, which shall consider the nature of the new claims, the stage of the proceedings and any other relevant circumstances.

Article 9 : Rules of law applicable to the merits of the dispute

- 9.1.** The arbitral tribunal shall decide in accordance with rules of law, unless the parties have given it the power of an *amiable compositeur*.

- 9.2.** The parties are free to choose the rules of law applicable to the merits of the dispute. Failing this, the arbitral tribunal shall apply the rules of law it deems appropriate.
- 9.3.** In any event, the arbitral tribunal shall take account of the contractual provisions binding the parties and all relevant trade usages.

Article 10 : Time limit for the award

The time limit within which the award must be rendered is six (6) months from the date of acceptance of his or her mission by the last arbitrator, subject to stipulations to the contrary in the terms of reference and extensions pursuant to Article 20.2.

SECTION 3 : ARBITRAL TRIBUNAL

Article 11 : Appointment and confirmation of arbitrators

- 11.1.** The arbitrators may be appointed from an indicative list set up by the CAGD. A natural person not listed thereon may however be appointed as an arbitrator provided that he or she enjoys full civil rights.
- 11.2.** The Commission shall, by unmotivated decision not subject to appeal, confirm the appointed arbitrator, if appropriate, at the earliest fifteen (15) days from receipt, by the parties, of the information provided by the arbitrator pursuant to Article 12.2.

The Commission may refuse to confirm an arbitrator, in particular, if it deems that so is required by the respect for the principle of equality of the parties in appointing arbitrators, by the latter's duties of availability, independence and impartiality or by any other legitimate reason.

Article 12 : Availability, independence and impartiality of arbitrators

- 12.1.** The arbitrator must be independent and impartial of the parties at the time he or she accepts his or her mission and remain so until the end of the proceedings.

The arbitrator must also, throughout the proceedings, be available to conduct them diligently and efficiently.

- 12.2.** The prospective arbitrator who accepts his or her mission shall sign a statement of acceptance, availability, independence and impartiality. He or she shall, in writing, disclose any facts and circumstances of such a nature as to give rise to legitimate doubts as to his or her independence and impartiality from the point of view of a reasonable third party having knowledge of such facts and circumstances.

- 12.3.** The arbitrator shall immediately notify the Chamber of any circumstances and facts of the same nature as those referred to in Article 12.2 which may arise during the arbitration.
- 12.4.** The Chamber shall forward to the parties all the information provided by the arbitrators pursuant to Articles 12.2 and 12.3.

Article 13 : Challenge of arbitrators

- 13.1.** A party wishing to challenge a prospective or confirmed arbitrator based on an alleged lack of independence or impartiality or any other legitimate ground shall submit its request (the "Challenge Request"), on penalty of inadmissibility, to the opposing party and the Chamber within fifteen (15) days from receipt of the information referred to in Article 12.4 or, where applicable, from discovery of the facts or circumstances on which the request is based.

No Challenge Request shall be admissible after communication of the award to the parties pursuant to Article 34.

- 13.2.** The arbitrator concerned by the Challenge Request may reply to it within five (5) days from its receipt. The parties may submit any observations on this reply within five (5) days from its receipt.
- 13.3.** The Commission, by unmotivated decision not subject to appeal, shall rule on any Challenge Request.
- 13.4.** The submission of a Challenge Request in accordance with Article 13.1 shall stay the proceedings and suspend the time limit for the award until notification of the Commission's decision or, where applicable, of reconstitution of the arbitral tribunal.
- 13.5.** The parties shall be deemed to be in full agreement with the constitution of the arbitral tribunal if no Challenge Request is made pursuant to Article 13.1.

Article 14 : Replacement of arbitrators

- 14.1.** A prospective or confirmed arbitrator shall be replaced in case of appointment refusal, acceptance of a challenge by the Commission, resignation, death or any other impediment of a private or professional nature, or if he or she is not confirmed by the Commission.
- 14.2.** The substitute arbitrator shall be appointed as follows:
- a)** if the replaced arbitrator was appointed by a party, the latter shall appoint the substitute arbitrator within fifteen (15) days from the notification of the motive for replacement by the Chamber or, failing such appointment, by the Commission;

b) in proceedings resulting from a joinder in accordance with Article 17 or a consolidation pursuant to Article 18, the Commission shall appoint the substitute arbitrator in order to guarantee the equality of the parties;

c) in all other cases, the Commission shall appoint the substitute arbitrator.

14.3. The Chamber's notification of a motive for arbitrator replacement shall stay the proceedings and suspend the time limit for the award until notification of reconstitution of the arbitral tribunal.

14.4. The reconstituted arbitral tribunal shall decide, after consulting the parties, on the conditions for resuming the proceedings.

Article 15 : Jurisdiction of the arbitral tribunal

15.1. The constituted arbitral tribunal shall, in each case referred to it, decide on its own jurisdiction.

15.2. On penalty of inadmissibility, any jurisdictional objection shall be raised by the interested party before any other objection, exception or defence on the merits of the dispute.

SECTION 4 : MULTIPLE PARTIES OR CONTRACTS

Article 16 : Multiple contracts

The parties may make, in a single arbitration, claims in relation to several contracts between the same parties, in application of one or more arbitration agreements under the Rules.

Article 17 : Joinder of additional parties

17.1. A party wishing to join a third party as a party to the arbitration (the "additional party") shall submit its request (the "Request for Joinder") to said party as well as to the Chamber and the other parties.

The Request for Joinder contains the following information:

a) the references of the pending arbitration;

b) the full names, descriptions, postal and email addresses or other contact details of each of the parties, including the additional party, and any person representing them;

c) a statement of the facts in dispute, the relief sought and the basis upon which the claims are made ;

- d) the amount of each of those claims or a quantified estimate thereof;
- e) a copy of all arbitration agreements on the basis of which the Request for Joinder is submitted;
- f) all relevant supporting documents.

17.2. The provisions of Article 5 shall apply to the notification of the Request for Joinder to the additional party and those of Article 6 to the reply to the Request for Joinder.

17.3. Where the Request for Joinder is made before the constitution of the arbitral tribunal, and the latter shall be composed by three members, the Commission shall appoint them all. To this end, arbitrators already appointed or confirmed shall be replaced.

17.4. Where the Request for Joinder is made after the constitution of the arbitral tribunal, it shall be subject to the additional party accepting the constitution of the arbitral tribunal and, if applicable, the terms of reference.

17.5. In any event, once constituted, the arbitral tribunal shall rule on the Request for Joinder, taking into account all the circumstances it considers relevant.

The arbitral tribunal's decision on the Request for Joinder is without prejudice to its possible decision as to its jurisdiction with respect to the various parties or to the admissibility or merits of their claims.

17.6. The proceedings shall, for all purposes, be deemed to have been initiated against the additional party on the date of submission of the Request for Joinder to the Chamber in accordance with Article 17.1.

Article 18 : Consolidation of arbitrations

18.1. A party wishing to consolidate, in one arbitration, various pending arbitrations subject to the Rules whose arbitral tribunals have not yet been constituted shall submit its request (the "Request for Consolidation") to all the parties concerned and the Chamber.

The Request for Consolidation contains the following information:

- a) the references of all arbitrations whose consolidation is requested;
- b) a statement of reasons justifying consolidation;
- c) all relevant supporting documents.

18.2. Each of the parties concerned shall submit, within thirty (30) days from receipt of the Request for Consolidation, its reply to the other parties concerned and the Chamber.

18.3. The Commission shall decide on the Request for Consolidation taking account of all the circumstances it deems relevant, in particular:

- a)** whether all parties have agreed to consolidation; or
- b)** whether all the claims made in the various arbitrations were made under the same arbitration agreement; or
- c)** whether, in case of distinct arbitration agreements, the Commission finds that they are compatible.

The Commission's decision to consolidate arbitrations is without prejudice to the arbitral tribunal's possible decision on its jurisdiction with respect to the various parties or to the admissibility or merits of their claims.

18.4. Consolidation of arbitrations after the constitution of an arbitral tribunal shall only be possible with the unanimous agreement of all parties, including on the practical arrangements of such consolidation.

18.5. In case of consolidation of arbitrations, either by decision of the Commission or by unanimous agreement of the parties, the Commission shall appoint all the members of the arbitral tribunal. To this end, arbitrators already appointed or confirmed shall be replaced.

SECTION 5 : GENERAL ASPECTS OF THE ARBITRAL PROCEEDINGS

Article 19 : Notifications and communications

19.1. All notifications and communications shall be made by email, unless otherwise provided in the Rules.

19.2. All notifications and communications to the Chamber shall be sent to the email address cagd@med-arb.fr.

19.3. Notifications and communications to a party shall be made:

- a)** to the email address of its counsel where that party is represented pursuant to Article 22.1; or, failing that,
- b)** to the email address indicated by that party or used by it to communicate with the Chamber; or, failing that,
- c)** by any means with acknowledgement of receipt to the postal address of the party concerned indicated in the Request for Arbitration.

19.4. Any change of email address shall be notified to the opposing party and the Chamber as soon as possible.

19.5. Notifications and communications to a party shall be deemed valid if made in accordance with Article 19.3. The Chamber may under no circumstances be held responsible for any technical malfunctions.

19.6. All notifications and communications from a party shall be sent to the opposing party, so as to guarantee the respect for the adversarial principle and rights of defence.

Article 20 : Time limits

20.1. A period of time shall start to run on the business day following that on which notification or communication is made in accordance with Article 19 and shall expire at the end of the last day of that period of time.

If the last day of a period of time is a non-business day, the period of time shall expire at the end of the first following business day.

Non-business days are included in the calculation of periods of time.

20.2. At the request of the parties, of one of them or of the arbitral tribunal, or on its own motion, the Commission may, if it deems it necessary, extend the time limit for the award for a period of time that it determines.

20.3. The proceedings shall expire if none of the parties takes action without valid reason for four (4) months, provided that the time limit for the award has not expired.

Expiration may be raised ex officio by the Commission, following a reminder sent to the parties and remained unheeded for one (1) month.

In case of expiration, fees already paid shall be retained by the Chamber.

Article 21 : Confidentiality

21.1. The existence and contents of the proceedings are strictly confidential and any person participating in them, in any capacity whatsoever, must respect this confidentiality.

21.2. The provisions of Article 21.1 may be derogated from, either where all parties consent to it, or to the extent that a party is compelled to disclose information about the proceedings to comply with a legal obligation, to protect or exercise rights, or to enforce or challenge an award in bona fide proceedings.

Article 22 : Party representation

22.1. The parties may appear in person or through representatives.

Parties' representatives shall produce either powers of attorney in domestic arbitration or proof of their authority in international arbitration.

- 22.2.** Any change in the representation of a party must be notified to the Chamber, the arbitral tribunal and the other parties as soon as possible.

Article 23 : Defaulting respondent

- 23.1.** Where the respondent is neither present nor represented in the proceedings, the arbitral tribunal shall proceed with the arbitration and make an award by default, on the basis of the available evidence.
- 23.2.** In strict compliance with the adversarial principle, the defaulting respondent is notified of each procedural act and invited to participate in the proceedings at each stage.

Article 24 : Rules applicable to the proceedings

The proceedings shall be governed by the Rules. Where these are silent, the former shall be governed by the rules chosen by the parties or, failing that, determined by the arbitral tribunal, with or without reference to a national procedural law applicable to arbitration.

Article 25 : Place and language of the arbitration

- 25.1.** Unless otherwise agreed by the parties, the place of arbitration shall be Paris.
- 25.2.** The parties are free to choose French, English or Spanish as the language of the arbitration.

By way of derogation, and subject to the agreement of the Commission, which will lay down the conditions, the parties may choose another language as the language of the arbitration.

- 25.3.** Failing an agreement by the parties, the arbitral tribunal shall determine the language of the arbitration taking into account the language of the contract and any other fact or circumstance it deems relevant.
- 25.4.** Documents produced by the parties in a different language from that of the arbitration shall be freely translated, unless otherwise decided by the arbitral tribunal.

Article 26 : Rules of conduct of the arbitral proceedings

- 26.1.** The parties and the arbitral tribunal shall act in an expeditious and fair manner in conducting the proceedings. In any event, the arbitral tribunal shall ensure the equality of the parties and respect the adversarial principle.
- 26.2.** In order to ensure effective arbitration management, the arbitral tribunal may, after consulting the parties, adopt all procedural measures it deems appropriate and which are not contrary to any agreement or understanding of the parties.
- 26.3.** Procedural orders shall be signed by the presiding arbitrator on behalf of the arbitral tribunal after consulting the co-arbitrators, if any.
- 26.4.** The parties undertake to comply with any order of the arbitral tribunal.

Article 27 : Conservatory and interim measures

- 27.1.** At a parties' request or on its own motion, the arbitral tribunal may order the parties to take any conservatory or interim measures it deems appropriate, in the form of an order, giving reasons, or of an interim or partial award, as the arbitral tribunal considers appropriate.
- 27.2.** Before the constitution of the arbitral tribunal, the parties may seek conservatory or interim measures either before the emergency arbitrator, according to the Appendix, or before State courts.
- 27.3.** In any case, resorting to State courts to seek or enforce conservatory or interim measures neither undermines the arbitral tribunal's jurisdiction nor entails a waiver of the arbitration agreement.

Article 28 : Investigative measures

- 28.1.** The arbitral tribunal shall have the broadest powers to establish the facts of the case.

It may, on its own motion, conduct any inspections it deems necessary and, if needed, visit the places connected with the dispute. It may decide to hear witnesses, party-appointed experts, or any other person whose hearing is requested by a party or ordered by the arbitral tribunal.

- 28.2.** The arbitral tribunal may also, if it deems it necessary, appoint one or more experts, define their mission, which must comply with the adversarial principle, receive their report and, if necessary, hear them at the hearing.
- 28.3.** The arbitral tribunal may order any investigative measure it considers useful. The parties shall provide assistance in the measures ordered by the arbitral tribunal, which may draw any consequences of an abstention or refusal.

28.4. The arbitral tribunal may, at any time during the proceedings, decide on costs and order any payment thereof, except for those referred to in Section 7.

Article 29 : Holding and conduct of hearings

29.1. Any summons to appear at a hearing shall be issued at least fifteen (15) days before the date fixed for the hearing by the arbitral tribunal, unless otherwise agreed by the parties.

29.2. Hearings shall be held, depending on the decision of the arbitral tribunal, in a physical, virtual or hybrid format.

29.3. Physical hearings shall be held at the Chamber's premises, unless the parties agree on another venue and provided that they bear both the organisation and the additional costs.

29.4. Hearings shall be conducted by the presiding arbitrator, who shall direct the proceedings whilst ensuring their decorum and the respect for the adversarial principle.

29.5. Third parties to the dispute shall not be admitted to hearings, unless otherwise agreed by the parties. If admitted, they shall be informed of the obligation of confidentiality and its scope, with which they must comply.

29.6. The proceedings shall be closed as of the end of the hearing on the merits of the dispute, unless otherwise decided by the arbitral tribunal.

In the latter case, the arbitral tribunal shall declare the proceedings closed as soon as it considers that it has sufficient information to decide on the dispute.

After the proceedings are closed, the parties may file no further submission or evidence, except at the request of the arbitral tribunal.

Article 30 : Postponement of hearings

30.1. At the request of the parties, of one of them or on its own motion, the arbitral tribunal may postpone a hearing to a later date.

30.2. Any request to postpone a hearing must be made at least eight (8) days before the date fixed for the hearing, except in exceptional circumstances.

Article 31 : Stay of the arbitral proceedings

At the request of the parties, of one of them or of its own motion, the arbitral tribunal may stay the proceedings until the occurrence of a specific event. The decision to stay the proceedings shall also suspend the time limit for the award.

The proceedings and the time limit for the award shall resume as of the occurrence of the event referred to in the previous paragraph.

SECTION 6 : ARBITRAL AWARDS

Article 32 : Making of awards

- 32.1.** The arbitral tribunal shall settle the dispute by making one or more awards by a majority of its members.
- 32.2.** Awards shall identify the parties, their representatives and the members of the arbitral tribunal, and contain a summary of the facts and parties' arguments and claims. They shall state the reasons upon which they are based and contain an operative part.
- 32.3.** If it considers it appropriate, the arbitral tribunal may make partial or interim awards.
- 32.4.** The final award shall set the costs of the proceedings, which, unless otherwise decided by the arbitral tribunal, shall be fully borne by the unsuccessful party.
- 32.5.** Awards shall be made in as many originals as there are parties and arbitrators, plus one original for the Chamber. Originals of awards shall be signed by all arbitrators.
- 32.6.** Awards may be signed electronically by the arbitral tribunal.
- 32.7.** Awards shall be confidential. However, they may be published with the written agreement of the parties and in the manner agreed upon by them.

Article 33 : Award by consent

If, during the arbitration, the parties reach an amicable settlement of their dispute, this settlement may, at their common request, be recorded in an award by consent, provided that the arbitral tribunal so agrees by verifying that the settlement does not violates public policy or the rights of a third party.

Article 34 : Communication of awards

- 34.1.** Once an award has been made, the Chamber shall communicate an original thereof to each of the parties, subject to full payment of the arbitration fees.

This communication shall be made, by any means with acknowledgement of receipt, to the party representative's postal address in case of representation pursuant to Article 22.1 or, failing this, to the party's own postal address.

- 34.2.** A certified true copy of an award may be made by the Secretary General and delivered to the party requesting it, provided that said party informs the other parties.

Article 35 : Enforcement of awards

The parties undertake to carry out, in good faith, every award. Failing spontaneous compliance, it is incumbent upon the parties to enforce it, in accordance with the legal means available to them.

Article 36 : Recourse against awards

- 36.1.** Awards made under the aegis of the CAGD shall not be subject to appeals before state courts, although the parties may derogate from this rule in French domestic arbitration.
- 36.2.** Awards may be subject to annulment proceedings in accordance with the law of the place of the arbitration.
- 36.3.** In French domestic arbitration, the parties, by submitting their dispute to the Rules, agree that the court seized of annulment proceedings shall not rule on the merits of the dispute if the award is annulled.
- 36.4.** If the award is annulled, the interested party may resubmit the dispute to the CAGD.

Article 37 : Correction, interpretation and completion of awards

- 37.1.** At a parties' request or on its own motion, the arbitral tribunal may correct any clerical, typographical, calculation or similar error in its award, and interpret or complete it.
- 37.2.** Requests to correct, interpret and/or complete an award must be made within sixty (60) days from receipt of the award, on penalty inadmissibility.
- 37.3.** The arbitral tribunal shall examine requests made on the basis of Article 37.2 in an adversarial manner and rule on them within ninety (90) days from receipt thereof, unless an extension is granted by the Chairman of the Chamber.
- 37.4.** If the arbitral tribunal decides to correct, interpret and/or complete an award, it shall issue an addendum, whose form and content shall be subject to the provisions of Article 32. As soon as it is issued, the addendum shall constitute part of the award.
- 37.5.** If the arbitral tribunal decides not to correct, interpret or complete the award, it shall issue an order, giving reasons. Said order shall be separate from the award and not affect it.

37.6. Requests made on the basis of Article 37.2 shall not incur additional costs, unless otherwise decided by the Commission.

SECTION 7 : COSTS OF THE ARBITRAL PROCEEDINGS

Article 38 : Fee scales

The opening fee and the arbitration fees are calculated on the basis of the fee scales in force on the date of the Request for Arbitration.

The fee scales are fixed at the beginning of each calendar year. They are purely and simply renewed for the following calendar year in case there are no changes.

The fee scales in force are publicly available and may be accessed on the Chamber's website: www.arbitrage.org.

Article 39 : Opening fee

39.1. The opening fee must be paid by the claimant within fifteen (15) days from the Chamber's confirmation of receipt of the Request for Arbitration.

The said period of time may be extended by additional fifteen (15) days by the Commission, at the claimant's substantiated request, or on its own motion if it deems it necessary.

39.2. The Request for Arbitration shall be automatically withdrawn if the opening fee is not paid in accordance with Article 39.1.

39.3. The opening fee shall, in any case, be non-refundable as of its payment by the claimant.

Article 40 : Arbitration fees

40.1. The arbitration fees, comprising the Chamber's administrative fees and the arbitrators' fees, are calculated on the basis of the amount in dispute.

The amount in dispute is assessed in accordance with Annex 1.

40.2. At the arbitral tribunal's request, the Commission, in light of the complexity of the case, may set the arbitration fees at an amount higher than that resulting from the application of the fee scales.

The complexity of the case is assessed in accordance with Annex 1.

40.3. Arbitration fees may be recalculated at any time as a result of an increase in the amount in dispute or the complexity of the case.

- 40.4.** Each party must advance the arbitration fees corresponding to its own claim or counterclaim as soon as requested by the Chamber.

The arbitral tribunal shall not be constituted until the claimant has advanced the arbitration fees requested by the Chamber.

Failing advance, by the respondent, on the arbitration fees corresponding to the Counterclaim, the arbitral tribunal may decide on the latter in the manner it determines.

Where an advance request resulting from the recalculation of the arbitration fees is not complied with, the arbitral tribunal may stay the proceedings until the request is satisfied or decide on the parties' claims under the conditions it determines.

The parties must advance any disbursements requested by the Chamber.

- 40.5.** If the claimant or counterclaimant withdraws its claim before any summons, the Chamber shall reimburse the arbitration fees advanced retaining only an amount corresponding to 30% thereof, for costs incurred by the Chamber.
- 40.6.** Arbitration fees shall be definitively and entirely non-refundable once the case has been the subject of a summons, even if, thereafter, claims are withdrawn or the parties agree on or obtain any measure that may end the arbitration.

SECTION 8 : ADDITIONAL PROVISIONS

Article 41 : Mediation

- 41.1.** A mediation process, organised as provided for by the CAGD Mediation Rules, may be proposed to the parties either by the Chamber, before the arbitral tribunal is constituted, or by the latter after its constitution.
- 41.2.** The parties' agreement to resort to mediation shall stay the arbitral proceedings and suspend the time limit for the award for the duration of the mediation.
- 41.3.** Where mediation is proposed after the constitution of the arbitral tribunal, no arbitrator may be appointed as mediator. Likewise, where mediation is proposed before the constitution of the arbitral tribunal and the dispute is not settled by parties, the mediator may not be appointed as an arbitrator.
- 41.4.** If, in the course of the mediation, the parties reach an amicable settlement of their dispute, this settlement may, at their common request, be recorded in an award by consent, provided that the arbitral tribunal so agrees by verifying that the settlement does not violate public policy or the rights of a third party.

41.5. If, at the end of the mediation, the parties fail to reach an amicable settlement of their dispute, the arbitration shall resume at the request of the interested party.

Article 42 : Third-party funding

42.1. Each party must declare the existence and identity of any third party funding the defence of the former's interests in the arbitration, either directly or through its representative or any other natural or legal person affiliated with that party.

42.2. The declaration referred to in Article 42.1 must be submitted to the opposing party and the Chamber, as applicable, with the Request for Arbitration or as soon as any funding agreement is concluded with a third party.

Any change in the information provided in the declaration must be immediately notified to the opposing party and the Chamber.

Article 43 : Waiver of the right to object

Any party shall be deemed to have waived its right to object where it has, knowingly and without legitimate reason, not raised that objection before the Chamber and/or the arbitral tribunal in a timely fashion and, in any case, at the latest, prior to the closing of proceedings, unless the Rules expressly provide otherwise.

Article 44 : Interpretation of the Rules

The Rules shall be interpreted by the Commission.

Article 45 : Liability

Under no circumstances shall the CAGD, the Commission, the CAIP and arbitrators be liable for facts, acts or omissions in connection with an arbitration, except in case of intentional wrongdoing or gross negligence.

APPENDIX : EMERGENCY ARBITRATOR

Article 1 : Recourse to the emergency arbitrator

- 1.1.** Recourse to the emergency arbitrator is available when the following conditions are cumulatively met:
- a)** the arbitration agreement referring to the CAGD does not exclude recourse to the emergency arbitrator;
 - b)** no arbitral tribunal has yet been constituted on the basis of the aforesaid arbitration agreement.
- 1.2.** By not excluding recourse to the emergency arbitrator, the parties accept that, due to the urgency of the proceedings, all notifications and communications, be made exclusively by email, including those of the application for emergency arbitrator and the emergency arbitrator's order.
- 1.3.** The availability of the recourse to the emergency arbitrator does not hind the parties from seeking a state court, as long as the arbitral tribunal has not been constituted, in order to obtain urgent measures.

Article 2 : Application for emergency arbitrator

- 2.1.** A party (the “applicant”) wishing to seek urgent measures that cannot await the constitution of the arbitral tribunal (the “urgent measures”) shall transmit an application for emergency arbitrator (the “Application”) to the opposing party (the “defendant”) as well as to the Chamber.

The Application is written in the language chosen by the parties or, failing that, in the language of the arbitration agreement and contains notably the following information:

- a)** the full names, descriptions, postal and email addresses of each of the parties and any person representing them pursuant to article 22.1 of the Rules;
- b)** a full statement of the urgent measures and the reasons why they cannot await the constitution of the arbitral tribunal;
- c)** a succinct statement of the dispute underlying the urgent measures;
- d)** a copy of the arbitration agreement on the basis of which the Application is submitted;

- e) if necessary, any observations on the applicable rules of law, the place and language of the arbitration;
 - f) all relevant supporting documents.
- 2.2. The transmission of the Application to the Chamber shall be accompanied by proof of payment of the emergency arbitrator fees in accordance with article 8 of the Appendix.
- 2.3. In the event of non-compliance with the provisions of articles 2.1 and 2.2 of the Appendix, the Chamber may invite the Applicant to comply therewith within three (3) days, failing which the Application will be withdrawn.
- 2.4. It is incumbent upon the applicant to ensure that the defendant's email address indicated in the Application effectively belongs thereto, so that all notifications and communications may be made to the defendant by email in accordance with articles 1.2 and 5.1 of the Appendix.
- 2.5. The Application is admissible only if both the applicant and the defendant are signatories to the arbitration agreement on the basis of which the Application is submitted, or their successors.
- 2.6. The Chamber may, at its discretion, refuse any Application referred thereto that has no chance of succeeding.

Article 3 : Emergency arbitrator

- 3.1. The emergency arbitrator shall be appointed by the Commission within as short a time as possible.
- 3.2. All provisions of section 3 of the Rules (“Arbitral Tribunal”) shall apply to the emergency arbitrator, subject to the following special provisions:
 - a) all time limits provided for therein are divided by five, so that those of fifteen (15) days become three (3) days and those of five (5) days become one (1) day;
 - b) the emergency arbitrator proceedings are not stayed by the submission of a Challenge Request, but only by the notification of a motive for replacing the emergency arbitrator, and this, until notification of appointment of the new emergency arbitrator; and
 - c) the emergency arbitrator is automatically confirmed as such in the absence of any Challenge Request.
- 3.3. Unless otherwise agreed by the parties, the emergency arbitrator may not act, nor have acted, as mediator or arbitrator in any mediation or arbitration relating to the dispute underlying the urgent measures.

Article 4 : Emergency arbitrator proceedings

- 4.1.** The Chamber shall notify the defendant of the emergency arbitrator proceedings and provide it with a copy of the Application and the Rules.
- 4.2.** The defendant shall transmit its answer to the Application to the applicant and the Chamber, at the latest, within five (5) days from the notification referred to in article 4.1 of the Appendix.
- 4.3.** Within as short a time as possible from the acceptance of his or her mission, the emergency arbitrator shall set a procedural timetable and/or summon the parties to a virtual hearing on the urgent measures.
- 4.4.** The emergency arbitrator shall conduct the proceedings in the manner he or she deems appropriate in view of the nature and urgency of the Application. In any event, he or she shall ensure the equality of the parties and respect the adversarial principle.

Article 5 : Notifications and communications

- 5.1.** All notifications and communications shall be made exclusively by email.
- 5.2.** All notifications and communications to the Chamber shall be sent to the email address cagd@med-arb.fr.
- 5.3.** All notifications and communications between the parties and the emergency arbitrator shall be made without the intermediary of the Chamber by with copy thereto.
- 5.4.** All notifications and communications from a party shall be sent to the opposing party, so as to guarantee the respect for the adversarial principle and rights of defence.
- 5.5.** Notifications and communications to a party shall be made:
 - a)** to the email address of its counsel where that party is represented pursuant to Article 22.1; or, failing that,
 - b)** to the email address indicated by that party or used by it to communicate with the Chamber or the emergency arbitrator; or, failing that,
 - c)** to the email address of the concerned party indicated in the Application.
- 5.6.** Any change of email address shall be immediately notified to the opposing party, the emergency arbitrator and the Chamber.
- 5.7.** Notifications and communications to a party shall be deemed valid if made in accordance with article 5.5 of the Appendix. The Chamber and the emergency

arbitrator may under no circumstances be held responsible for any technical malfunctions.

Article 6 : Place and language of the emergency arbitrator proceedings

- 6.1.** Unless otherwise agreed by the parties, the emergency arbitration proceedings are deemed to take place in Paris, France.
- 6.2.** The language of the emergency arbitrator proceedings shall be that chosen by the parties or, failing that, the language of the arbitration agreement.

Article 7 : Emergency arbitrator's order

- 7.1.** The emergency arbitrator shall issue an order (the "Order") in which he or she rules on the urgent measures and on his or her own jurisdiction to order them as well as on the emergency arbitrator fees, which shall be fully borne by the unsuccessful party, unless otherwise decided by the emergency arbitrator.
- 7.2.** The emergency arbitrator may subject any urgent measures granted to such conditions as he or she deems fit, including, among other, the provision of appropriate security and/or the commencement of an arbitration relating to the dispute underlying the urgent measures.
- 7.3.** The Order shall state the reasons on which it is based, contain an operative part and be made in one electronic original, dated and signed by the emergency arbitrator.
- 7.4.** The emergency arbitrator shall communicate the Order to the parties, at the latest, within fifteen (15) days from the acceptance of his or her mission.

The Chairman of the Chamber may extend this time limit at the substantiated request of the emergency arbitrator or on his or her own motion if he or she deems it necessary.

- 7.5.** A certified true copy of the Order may be made by the Secretary General and delivered to the party requesting it, provided that said party informs the other party.
- 7.6.** The parties undertake to comply with the Order. It is incumbent upon them to enforce it, where applicable, in accordance with the legal means available to them.

Any non-compliance with the Order may be sanctioned by the arbitral tribunal seized of the dispute underlying the urgent measures, in particular when setting the costs of the proceedings in the award.

- 7.7.** The Order shall not, in any way, bind the arbitral tribunal seized of the dispute underlying the urgent measures, which may modify it, in whole or in part, at any time, if it deems it appropriate, at the request of one of the parties.

Article 8 : Emergency arbitrator fees

- 8.1.** The emergency arbitrator fees are set at 30,000 euros, whatever the pecuniary value of the urgent measures.

- 8.2.** The applicant must pay the emergency arbitrator fees to the Chamber before transmitting the Application so that the latter can be accompanied by proof of payment in accordance with article 2.2 of the Appendix.

To this end, the Applicant shall previously contact the Chamber to obtain its bank details in view of the transmission of the Application.

- 8.3.** As long as the Chamber has not effectively received the emergency arbitrator fees, it shall not notify the defendant of the emergency arbitrator proceedings pursuant to article 4.1 of the Appendix, nor shall the emergency arbitrator be appointed by the Commission pursuant to article 3.1 of the Appendix.

- 8.4.** The emergency arbitrator fees shall be non-refundable as of the appointment of the emergency arbitrator.

Article 9 : Additional provisions

- 9.1.** The emergency arbitrator proceedings are subject, *mutatis mutandis*, to the following provisions of the Rules:

- a)** article 2 (“Definitions”);
- b)** article 3 (“Applicability of the Rules”);
- c)** article 21 (“Confidentiality”);
- d)** article 22 (“Party representation”);
- e)** article 42 (“Third-party funding”);
- f)** article 43 (“Waiver of the right to object”);
- g)** article 44 (“Interpretation of the Rules”); and
- h)** article 45 (“Liability”).

ANNEX 1 : GUIDE TO ARBITRATION FEES

This guide aims at providing guidelines concerning the arbitration fees referred to in article 40 of the Arbitration Rules, in particular the methods for calculating them and determining the amount in dispute.

Article 1 : Multiple claims

- 1.1.** The claim and counterclaim, if applicable, are taken into account separately when calculating the arbitration fees.
- 1.2.** In case of consolidation, each party's claim, whether formerly a principal claim or a counterclaim in a consolidated arbitration, is taken into account separately when calculating the arbitration fees.

Article 2 : Determination of the amount in dispute

- 2.1.** The amount in dispute is in principle determined by the sum of the amounts of all the claims made by a party, except for those relating to the reimbursement of arbitration fees and defence costs.
- 2.2.** Ancillary claims are likewise taken into account in determining the amount in dispute.
- 2.3.** Alternative claims are in principle not taken into account in determining the amount in dispute. Nevertheless:
 - a)** where the legal basis of an alternative claim is different from that of the main claim, the amount of the former is added to that of the latter; and
 - b)** where the amount of an alternative claim is higher than that of the main claim (and both have the same legal basis), the amount of the alternative claim replaces that of the main claim.
- 2.4.** Interest is only taken into account in determining the amount in dispute when they are of particular importance to the arbitration as a whole.

Interest is generally deemed to be of particular importance to the arbitration as a whole (i) if it represents more than 25% of the total claim or counterclaim, (ii) if its rate is higher than the legal interest rate and/or (iii) if the issues relating to interest are of particular legal complexity.

To verify any of these circumstances, the Chamber may request the parties to specify the date from which they claim the payment of interest.

- 2.5.** Set-off exceptions are taken into account in determining the amount in dispute where they are likely to require the analysis of additional issues by the arbitral tribunal.

Article 3 : Assessment of unquantified claims

- 3.1.** Unquantified claims are assessed with regard to their economic interest, in particular on the basis of the following factors:
- a)** the price and nature of the contract on whose basis the unquantified claim is made;
 - b)** the content and scope of the unquantified claim in relation to the contract on whose basis said claim is made;
 - c)** the amounts of any quantified claims.
- 3.2.** The economic interest of each unquantified claim is added to the amounts of the quantified claims to determine the amount in dispute.
- 3.3.** Where all claims are unquantified, their economic interest corresponds to the amount in dispute.

Article 4 : Complexity of the case

The complexity of the case is assessed by taking into account, among other things:

- a)** the number of parties to the arbitration;
- b)** the number and complexity of the claims made by the parties;
- c)** the number and volume of briefs and documents produced;
- d)** the number of communications sent to the parties;
- e)** the number and length of hearings;
- f)** the number of procedural orders and awards issued; and
- g)** the number of hours spent, or to be spent, by the arbitral tribunal until the end of the arbitration.

ANNEX 2 : MODEL CLAUSES

STANDARD ARBITRATION CLAUSE

All disputes arising out of or in connection with the present contract shall be finally settled by arbitration under the rules of the CAGD ARBITRATION CHAMBER FOR LARGE RETAIL (6, avenue Pierre 1^{er} de Serbie - 75116 Paris, tel. 01 42 36 99 65), which the parties declare to know and accept.

RULES OF LAW ARBITRATION CLAUSE

All disputes arising out of or in connection with the present contract shall be finally settled in accordance with rules of law by arbitration under the rules of the CAGD ARBITRATION CHAMBER FOR LARGE RETAIL (6, avenue Pierre 1^{er} de Serbie - 75116 Paris, tel. 01 42 36 99 65), which the parties declare to know and accept.

AMIALE COMPOSITION ARBITRATION CLAUSE

All disputes arising out of or in connection with the present contract shall be finally settled in amiable composition by arbitration under the rules of the CAGD ARBITRATION CHAMBER FOR LARGE RETAIL (6, avenue Pierre 1^{er} de Serbie - 75116 Paris, tel. 01 42 36 99 65), which the parties declare to know and accept.

THREE-MEMBERED ARBITRAL TRIBUNAL ARBITRATION CLAUSE

All disputes arising out of or in connection with the present contract shall be finally settled by a three-membered arbitral tribunal under the rules of the CAGD ARBITRATION CHAMBER FOR LARGE RETAIL (6, avenue Pierre 1^{er} de Serbie - 75116 Paris, tel. 01 42 36 99 65), which the parties declare to know and accept.

MEDIATION CLAUSE

All disputes arising out of or in connection with the present contract shall be settled by mediation under the rules of the CAGD ARBITRATION CHAMBER FOR LARGE RETAIL (6, avenue Pierre 1^{er} de Serbie - 75116 Paris, tel. 01 42 36 99 65), which the parties declare to know and accept.

MEDIATION + ARBITRATION CLAUSE

All disputes arising out of or in connection with the present contract shall be settled by mediation under the rules of the CAGD ARBITRATION CHAMBER FOR LARGE RETAIL (6, avenue Pierre 1^{er} de Serbie - 75116 Paris, tel. 01 42 36 99 65), which the parties declare to know and accept.

If mediation fails, the dispute shall be finally settled by arbitration under the rules of the same chamber, which the parties declare to know and accept.

ARBITRATION AGREEMENT

Between the undersigned:

Company X... (company name and address).

Company Y... (company name and address).

Whereas:

(Summarise the facts giving rise to the dispute and in a very precise manner the very object of the dispute. If the parties cannot agree on a joint statement, then each party will have to present its own version of the dispute).

Consequently, the parties have agreed by this arbitration agreement to submit this dispute to the CAGD ARBITRATION CHAMBER FOR LARGE RETAIL (6, avenue Pierre 1^{er} de Serbie - 75116 Paris, tel. 01 42 36 99 65), which will act in accordance with its Arbitration Rules, which the parties declare to know and accept.

The arbitrators will have to resolve the following points:

(clearly specify the mission of the arbitrators)

On the request of company X...

On the request of company Y...

The parties appoint (possibly) the following arbitrators:

For Company X: Mr

For Company Y: Mr

Signed in triplicate

in Paris on

[signature of each party]

CAGD.

ARBITRATION & MEDIATION

6, avenue Pierre 1^{er} de Serbie – 75116 Paris

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