

**Approved:**  
by the General Meeting of  
Georgian Securities Central Depository  
October 25, 1999

**RULES  
OF THE GEORGIAN SECURITIES CENTRAL  
SECURITIES DEPOSITORY  
ON SETTLEMENT OF DISPUTES**

**TBILISI 1999**

## **Introduction**

1. Property Disputes of the Georgian Securities Central Depository (hereinafter referred to as the Depository) and its each Member (Participant) shall be heard by the permanent Arbitration established by the Georgian Stock Exchange (hereinafter referred to as Exchange), on the basis of an arbitration agreement.
2. Disputes between Members and the Depository shall be settled by the Arbitrators of this Arbitration.
3. Each arbitrator shall abide by the conflict of interest rules described in Article 11.
4. Each arbitrator shall abide by the rules limiting the use of confidential, non-public information described in Article 15.
5. The Arbitration shall provide three arbitrators to each arbitration proceeding, using the procedure described in these rules, unless the parties have agreed to use the Small Claims Procedure; in which case the Arbitration shall provide one arbitrator to the proceeding.
6. Arbitration shall, from time to time, recommend revisions and amendments to the Arbitration Rules, subject to approval of the Supervisory Board of Arbitration and the National Securities Commission of Georgia.
7. The Arbitration shall establish qualifications for arbitrators to be selected to become a member of the Arbitration and shall define the requirements for the arbitrator-training program.
8. The supervisory council of the Arbitration shall elect, by majority vote, chairman of the Arbitration, whose term shall be one year.
9. The Arbitration shall administer all arbitration cases that are eligible for arbitration. In so doing, the Arbitration shall be responsible to:
  - (a) register and log in all complaints that are transmitted to the Arbitration that are eligible for Exchange Arbitration and presented in proper form;
  - (b) maintain the Arbitration docket of cases, including all relevant dates;
  - (c) transmit to all parties of an arbitration, a copy of the Arbitration Rules;
  - (d) ensure that all documents are transmitted to the opposing party in a timely manner, in the manner described in these rules;
  - (e) ensure that all parties meet the deadlines for submission of documents; and
  - (f) maintain control over all arbitration documents.

## **Article 1**

## **General Provisions**

1. A property dispute, which has arisen between the members of the Depository or between a customer and a member of the Depository, or any physical and juridical person, in accordance to these Rules, may be referred to the Arbitration, which is a permanent Arbitration.
2. In accordance to the Law of Georgia on Private Arbitration, an agreement between parties on bringing a dispute to Arbitration shall be made in writing. The agreement shall include:
  - 2.1 the names of the parties and their residence or legal address;
  - 2.2 the subject matter of the dispute;
  - 2.3 the date and place of the agreement.
3. If an arbitration agreement constitutes part of the agreement concluded between the parties, invalidation of the agreement shall not invalidate the arbitration agreement by force of law.
4. If, during an arbitration proceeding, a criminal case is initiated on the matter, which is the subject of the dispute and includes one of the party's to the dispute, and which could influence the outcome of the proceeding, on the basis of a Court ruling, the arbitration proceeding shall not be deemed to have been held.
5. The death or dissolution of a party shall not terminate the arbitration agreement, and the appointed Arbitrators will not be changed without the agreement of the parties.
6. For matters provided for in the Law of Georgia on Private Arbitration, claim of a party or Arbitration request shall be heard by the district (City) court on whose operating territory the Arbitration hearing is held.

## **Article 2**

### **Notice and Service**

1. For the purposes of these Rules, any notice, communication or proposal shall be delivered to habitual residence, place of business or mailing address, or, if none of these can be found after making reasonable inquiry, then at the addressee's last-known residence or place of business. Notice shall be deemed to have been received on the day it is so delivered.
2. For the purposes of calculating a period of time under these Rules, such period shall begin to run on the day when any notification is received.

## **Article 3**

### **Arbitration Claim**

1. The party initiating arbitration (hereinafter referred to as the "claimant") shall transmit to the Arbitration, and to the other party (hereinafter referred to as the "respondent") an Arbitration Claim.
2. Arbitration proceedings shall be deemed to commence on the date on which the respondent receives the Arbitration Claim.
3. The Arbitration Claim shall include the following:
  - (a) A demand that the dispute be referred to arbitration;
  - (b) The names and addresses of the parties;
  - (c) A reference to the arbitration clause;
  - (d) A reference to the contract out of or in relation to which the dispute arose.

### **Article 4**

#### **Statement of Claim**

1. Unless the Statement of Claim was contained in the Arbitration Claim, within ten days, the claimant shall communicate his/her Statement of Claim in writing to the Arbitration and to the opposing party(ies). A copy of the contract, and of the arbitration agreement if not contained in the contract, shall be annexed thereto.
2. The Statement of Claim shall include the following particulars:
  - (a) The names and addresses of the parties;
  - (b) A statement of the facts supporting the claim;
  - (c) The points at issue; and
  - (d) The amount, which is requested by the party as compensation.
3. The claimant may annex to his Statement of Claim all documents he deems relevant or may add a reference to the documents or other evidence he will submit.

### **Article 5**

#### **Written Answer of Respondent**

1. Within ten business days, the respondent shall communicate his Answer in writing to the claimant and to Arbitration.

2. The Answer shall respond to the particulars *(b)*, *(c)* and *(d)* of the Statement of Claim (Article 4, para. 2). The respondent may annex to his/her statement the documents on which he relies for his defense or may add a reference to the documents or other evidence he will submit.

3. In the Answer, the respondent may make a counter-claim if it arises, between the parties, out of the same contract. The provisions of Article 4, paragraph 2, shall apply to a counter-claim.

## **Article 6**

### **Place of Hearing Disputes**

1. A dispute between the parties shall be heard in the Capital of Georgia - Tbilisi, at the address of the Arbitration.

## **Article 7**

### **Amendments**

1. During the course of the arbitration proceedings either party may amend or supplement his Claim or Answer, unless the Arbitration considers it inappropriate to allow such amendment, having regard to the delay of such amendment, or the other party or other circumstances.

2. A claim may not be amended in such a manner that the amended claim falls outside the arbitration rules or the arbitration agreement.

## **Article 8**

### **Jurisdiction and Validity of the Arbitration Agreement**

1. The Arbitration shall have the power to decide an objection that the Arbitration does not have jurisdiction over the case, and shall also have the power to decide objections with respect to the existence or validity of the arbitration clause or of the separate arbitration agreement.

2. The Arbitration shall have the power to determine the existence or the validity of the contract of which an arbitration agreement forms a part. An arbitration agreement which forms part of a contract and which provides for arbitration under these Rules shall be treated as an agreement independent of the other terms of the contract. Accordingly, a decision by the Arbitration that the contract is null and void shall not invalidate the arbitration agreement.

3. An objection that the Arbitration does not have jurisdiction shall be sent to the chairman of the arbitration and the opposing party not later than 10 days after the arbitration claim has been sent (received).

4. In general, the Arbitration should rule on an objection concerning its jurisdiction as a preliminary question. However, an Arbitration Panel may proceed with an arbitration and rule on such an objection.

## **Section II. Composition of an Arbitration Panel**

### **Article 9**

#### **Selection of Arbitrators**

1. In all matters where the parties have agreed to use the Arbitration's Small Claims Procedure, as described in Article 47, the Arbitration shall appoint one arbitrator to the proceeding:
  - a) Upon receipt of the Claim and Answer, the Arbitration shall transmit to both parties, a copy of the Arbitration's roster of Arbitrators, having first eliminated from the roster any arbitrator who is in any way related to or professionally associated with either party.
  - b) Each party shall, within five days, select from the roster, three arbitrators whom they believe will be impartial and independent with regard to the proceeding. The parties shall number their arbitrator selection, such as first choice, second choice, etc.
  - c) The Arbitration shall select, from both parties "short list", one arbitrator for the proceeding, and promptly submit such notice to the parties.
2. If a party fails to make a selection, the Arbitration Chairman shall make the appointment.
3. If a party objects to the Arbitration's selection, for good cause, the party may use the arbitrator challenge procedure as described in Article 12 of these rules.

### **Article 10**

#### **Selection of Arbitrators of the Arbitration Panel**

1. For all other arbitration proceedings, other than those referenced in Article 9, the Arbitration shall appoint three arbitrators in the following manner.
2. Upon receipt of the Claim and Answer, the Arbitration shall transmit to both parties, a copy of the roster of Arbitrators, having first removed from the roster any arbitrator who is in any way related to, or is professionally associated with either of the parties.
3. Each party shall, within five days, select at least three arbitrators from the roster whom they believe will be impartial and independent with regard to the proceeding.
4. The Arbitration shall select, from each party's "short list", three arbitrators for the proceeding, and shall promptly submit such notice to the parties.
5. If a party fails to select an arbitrator, the Arbitration Chairman shall make the appointment.

6. If a party objects to the Arbitration Chairman's selection of Arbitrators, for good cause, the party may use the arbitrator challenge procedure described in Article 12 of these rules.

### **Article 11**

#### **The Grounds for Challenge of an Arbitrator**

1. An arbitrator cannot examine the case or take part in its examination, if he/she:
  - a) is a party to this case, or is under obligations or common rights with any party;
  - b) is a relative of a party or its attorney;
  - c) has a personal, direct or indirect interest in the results of case, or there is such other circumstance bringing his/her impartiality into doubt;
  - d) is in business or professional relationship with either party or their representatives, despite when this relationship occurred;
  - e) was in the past or is in financial affair with the party or their representative;
  - f) has a strong opinion or belief on any issue relating to the case, and which may influence his/her impartiality.
  
2. As per item "b" of the first part of this Article the following persons are deemed as relatives:
  - a) a spouse;
  - b) the engaged;
  - c) next of kin;
  - d) brother or sister;
  - e) nephews and nieces;
  - f) aunts and uncles;
  - g) relatives by marriage;
  - h) persons connected by family relations within a long time.
  
3. In case of grounds for challenge the arbitrator shall declare the self-challenge. The arbitrator (arbitration panel) shall pass the ruling on self-challenge where the grounds of self-challenge shall be mentioned.

### **Article 12**

#### **Challenge Procedure**

1. A party who intends to challenge an arbitrator shall send notice of his challenge to the Arbitration within ten days of receiving the notice of arbitrator selection, or within ten days upon discovery of circumstances which may become a reason for challenge.
  
2. The challenge shall also be noticed to the other party, the arbitrator who is challenged and the remaining arbitrators. The notification shall be made in writing and shall be motivated.
  
3. When an arbitrator has been challenged by one party, the other party may agree to the challenge. The arbitrator may also, after the challenge, recuse himself from the proceeding. In

both cases the procedure provided in Article 9 or 10 shall be used in full for the appointment of a new arbitrator.

### **Article 13**

1. If the other party does not agree to the challenge and the challenged arbitrator does not withdraw, the decision on the challenge will be made by the two remaining arbitrators.
2. If the party who challenged the arbitrator does not then agree with the decision of the two arbitrators, the party has the right to appeal that decision to the Supervisory Council of Arbitration.
3. The decision of the Supervisory Council of Arbitration shall be final.
4. If necessary, a new arbitrator shall be appointed pursuant to the procedure applicable to the appointment of an arbitrator as provided in Articles 9 or 10 of these rules.
5. Once the selection of the three arbitrators has been finalized, they shall choose, among themselves, one arbitrator to serve as the Chairman of the Arbitration Panel.

### **Article 14**

#### **Impossibility of an Arbitrator to Serve**

1. In the event of the death or resignation of an arbitrator during the course of the arbitration proceedings, a substitute arbitrator shall be appointed or chosen pursuant to the procedure provided for in Articles 9 or 10 of these Rules.
2. In the event that an arbitrator fails to act or in the event of the *de jure* or *de facto* impossibility of his performing his functions, the replacement of an arbitrator shall be in accordance to the Article 12.

### **Section III. Arbitration proceedings**

#### **Article 15**

#### **General Provisions**

1. An arbitration proceeding shall commence within twenty days of arbitrators on the Panel.
2. Subject to these Rules, the Arbitration Panel may conduct the arbitration in such manner as it considers appropriate, provided that the parties are treated with equality and that at all stages of the proceedings each party is given a full opportunity to present his/her case.

3. If either party so requests, the Arbitration Panel shall hold hearings for the presentation of evidence by witnesses, including expert witnesses. In the absence of such a request, the Panel shall decide whether to hold such hearings or whether the proceedings shall be conducted on the basis of the documents and other materials proffered.

4. All documents produced in connection with an arbitration proceeding shall be considered to be non-public information, and as such, members of the Arbitration, and members of a potential Arbitration Panel may not duplicate or disclose the contents of any such document to any person other than those persons involved in the arbitration process. At the conclusion of any such proceeding, all documents shall be returned to the Arbitration.

## **Article 16**

### **Discovery**

1. All documents and information supplied to the Arbitration by one party shall at the same time be communicated by that party to the other party.

2. Both parties to the arbitration shall be allowed to request documents from the opposing party. Such request shall be in writing and shall state the necessity for the documents.

3. All document requests shall be forwarded to the Arbitration Panel and the opposing party.

4. If the opposing party does not voluntarily forward the documents to the requesting party, the Arbitration Panel shall rule on the request.

5. In making its decision whether or not to grant the request, the Panel shall consider the necessity for the documents and the materiality and relevance of each document to the subject matter of the dispute. If the requested documents are “likely to lead to relevant evidence” the request shall be granted.

6. If the request meets the standard of para 5, and the request is reasonable, the Panel shall grant the request and order the other party to produce the documents in a timely manner.

7. If the request meets the standard of para.5, but is too broad, the Panel may use its discretion, and place reasonable limitations on the request and order the other party to produce the documents in a timely manner.

8. In granting a request, the Panel shall provide that the party produce the documents within a relatively short time frame so that the requesting party will have ample time to review and examine the documents prior the hearing date.

9. The Panel may provide that if the party fails to produce the requisite documents in a timely manner, the panel may award sanctions against that party.

10. The Panel shall rule on all document requests with ten days of receiving the request.

**Article 17**  
**Further Written Statements**

1. Prior to the arbitration proceeding the Arbitration Panel shall decide if further written statements, in addition to the Statement of Claim and Answer, shall be required from the parties, and shall fix the periods of time for communicating such statements to the Panel and the other party.
2. The Arbitration Panel may require both parties to deliver to the Panel and to the other party, within such a period of time as the Panel shall decide, a summary list of the documents and other evidence which the party intends to present at hearing to support the facts in issue.

**Article 18**  
**Right to Counsel**

1. Each party shall have the right to be represented by counsel at any and all stages of the proceeding.

**Article 19**  
**Arbitration hearing**

1. Each party shall have the burden of proving the facts relied on to support his/her Claim or Answer.
2. For oral hearings, the Arbitration shall give the parties adequate advance notice of the date, time and place thereof, pursuant to Article 2.1 of these Rules.
3. If witnesses are to be heard, at least 15 business days before the hearing, each party shall communicate to the Arbitration Panel and to the other party the names of the witnesses he/she intends to present and the subject matter of the witnesses' testimony.
4. The Arbitration Panel may voluntarily interrogate witnesses and request the presentation of evidence. If a witness does not voluntarily appear or present evidence, the Arbitration Panel, on its own initiative or the request of a party, is authorized to solicit to the court for a ruling. The rights

and duties of a witness summoned to testify shall be specified pursuant to the Law of Georgia on Civil Procedure.

5. The Arbitration Panel may on its own initiative, or at a party's request, resort to the Court for its ruling in respect of the presentation of evidence.

6. The arbitration proceedings shall be conducted on the basis of equality of the parties.

7. Hearings shall be held *in camera* unless the parties agree otherwise. The Arbitration Panel may require the retirement of any witness or witnesses during the testimony of other witnesses.

**Article 20**  
**Standard for Evidence Admissibility**

1. The Arbitration Panel shall determine the admissibility of the evidence proffered by the parties.

2. If a party objects to the admissibility of evidence proffered by the other party, the Panel shall determine if the evidence is relevant and material to the subject matter of the dispute.

3. If the evidence proffered "is likely to lead to relevant evidence", the Panel shall allow the evidence into the hearing, and determine its weight in their deliberations.

**Article 21**  
**Interim Measures**

1. At the request of either party, and after careful review of the facts at issue, the Arbitration Panel is authorized to take any interim measures it deems necessary, such as ordering a party to deposit the full amount of the claim in escrow with a third party.

2. Such interim measures may be established in the form of an interim award. The Panel shall be authorized to require security for the costs of such measures.

3. A request for interim measures addressed by any party to a court shall not be deemed incompatible with the agreement to arbitrate.

**Article 22**  
**Expert Opinion**

At the hearing either party may present expert witnesses to testify on the points at issue.

**Article 23**

### **Failure to Communicate or Appear**

1. If, within the period of time fixed by the Arbitration, the claimant fails to communicate his/her claim without showing sufficient cause for such failure, the Arbitration shall issue an order for the termination of the arbitration proceedings.
2. If, within the period of time fixed by the Arbitration, the respondent fails to communicate his Answer without showing sufficient cause for such failure, the Arbitration shall order that the proceedings continue.
3. If one of the parties, duly notified under these Rules, fails to appear at a hearing, without showing sufficient cause for such failure, the Arbitration may proceed with the arbitration.
4. If one of the parties, duly invited to produce documentary evidence, fails to do so within the established period of time, without showing sufficient cause for such failure, the Arbitration may make the award on the evidence before it.

### **Article 24**

#### **Closing of Arbitration hearing**

1. After each party has had an opportunity to present its case in full, the Arbitration Panel shall inquire of the parties if they have any further proof to offer, witnesses to be heard or submissions to make. If both parties affirm that they do not have anything further to present, the Panel shall declare the hearing closed.

### **Article 25**

#### **Waiver**

1. A party who knows that any provision or requirement under these Rules or the Law of Georgia on Private Arbitration has not been satisfied, and yet proceeds with the arbitration without promptly stating his objection to such non-compliance, shall be deemed to have waived his right to object.

## **Section IV. The Arbitration Award**

### **Article 26**

1. Where there are three arbitrators, an award or decision shall be made by a majority of the arbitrators.
2. No Arbitrator may abstain from voting.

### **Article 27**

1. In addition to making a final award, the Arbitration Panel is authorized to make interim or partial awards.
2. The final award shall be in writing and is final and binding on the parties. The parties shall undertake to carry out the award without delay.
3. An award shall be signed by the arbitrator, who examines the arbitration.
4. The award may be made public only with the consent of both parties.
5. Copies of the award, signed by the arbitrators, shall be communicated to the parties and to the regional court on whose operating territory the hearing took place within the three days after the end of proceeding. The award shall be notarized.
6. The Arbitration shall maintain copies of all Arbitration Awards for at least 20 years.
7. All arbitration awards shall be made no later than thirty days after the end of the proceeding.

**Article 28**  
**Contents of an Award**

1. An arbitration award shall be set down in writing and shall contain:
  - a) the date, place of making the award and the composition of the arbitration;
  - b) the arbitration agreement on which basis the Arbitration was in operation;
  - c) all the parties in dispute;
  - d) the subject-matter of the dispute;
  - e) the opinions on which basis the arbitration made the award, except the case, when arbitration agreement directly stipulates the absence of such opinion;
  - f) the arbitration award; and
  - g) the terms of the award's enforcement.
2. The arbitration award shall be notarized.
3. Copies of the award shall be communicated to the parties and to the regional court on whose operating territory the hearing took place.

**Article 29**

1. An Arbitration shall apply the law designated by the parties as applicable to the substance of the dispute. Failing such designation by the parties, the Arbitration shall apply the law determined by the conflict of laws, which it considers applicable.
2. In all cases, the Arbitration shall decide the matter in accordance with the terms of the contract and shall take into account the laws and usages of the trade applicable to the transaction.

**Article 30  
Settlement**

1. If, before the award is made, the parties agree on a settlement of the dispute, the Arbitration Panel shall either issue an order for the termination of the arbitration proceedings or, if requested by both parties, record the settlement in the form of an arbitration award on agreed terms.
2. Copies of the order for termination of the arbitration proceedings or of the arbitration award on agreed terms, signed by the arbitrators, shall be sent by the Arbitration to the parties within 3 days of the parties agreement.

**Article 31  
Interpretation of the Award**

1. Within 15 days after the receipt of the award, either party, with notice to the other party, may request that the Arbitration Panel give an interpretation of the award.
2. The interpretation shall be in writing and transmitted to the parties within 10 days after the receipt of the request, and shall become part of the final award.

**Article 32  
Request for Corrections**

1. Within 15 days after the receipt of the award, either party, with notice to the other party, may request the Arbitration to correct in the award any errors in computation, any clerical or typographical errors, or any errors of similar nature. The Arbitration may, within 30 days after the communication of the award, make such corrections on its own initiative.
2. Such corrections shall be in writing and transmitted to the parties within the 10 after receipt of the request, and shall become part of the final award.

**Article 33  
Judicial Enforcement of Awards**

1. An arbitration award that is not fulfilled on a voluntary basis, shall be subject to judicial enforcement pursuant to an endorsement by the Arbitration Chairman.

2. The Arbitration Chairman may make the enforcement endorsement either on his own initiative, or upon a party's request, within five (5) days of receipt of the request.
3. Upon making an enforcement endorsement, an arbitration award shall be enforced pursuant to the rules of enforcement in the Law of Georgia on Civil Procedure.

**Article 34**  
**Right of Appeal to Court**

1. An arbitration award may be contested before a court and may be set aside if:
  - a) it is contrary to the administrative Offenses Code and the criminal legislation;
  - b) the Arbitration violated the rules of the forum's procedure established under agreement of the parties and the Law of Georgia on Private Arbitration; or
  - c) an arbitrator has committed a deed provided for in Article 189 of the Criminal Law of Georgia as established by the judgement in force; unless the deed did not influence the arbitration award.

**Article 35**

1. In the case of recourse against the award, enforcement of the Panel's award shall not be suspended. A district court shall be authorized to suspend enforcement of the recoured arbitration award provided it would incur irreparable damage to a party.

**Article 36**  
**Definition of Terms of Arbitration Costs**

1. Arbitration costs include arbitration cost and out of arbitration costs.
2. Arbitration costs include the arbitration fees and costs connected with the hearing.
3. The out of arbitration costs include the barrister's fee, costs born for providing proofs and other necessary costs of the parties.

**Article 37**  
**Arbitration Fee**

The arbitration fee is paid for:

- a) a claim;
- b) a counter-claim;

**Article 38**  
**Amount of Arbitration Fee**

The amount of arbitration fee depends on the value of matter of the dispute and is calculated according to the following table:

| Amount of Claim     |              | Arbitration Fee          |
|---------------------|--------------|--------------------------|
| up to 10,000        |              | 4% (minimum of GEL 200 ) |
| from 10,000         | to 100,000   | 3%                       |
| from 100,000        | to 500,000   | 2.5%                     |
| from 500,000        | to 1,000,000 | 2%                       |
| from 1,000,000      | to 2,000,000 | 1.75%                    |
| from 2,000,000      | to 3,000,000 | 1.5%                     |
| from 3,000,000      | to 4,000,000 | 1.25%                    |
| 5,000,000 and above |              | 1%                       |

### **Article 39**

#### **Value of Subjects of the Dispute**

1. The value of the subject of the dispute is stipulated by the plaintiff.
2. If by the moment bringing the action the value of the disputable subject cannot be determined exactly, the amount of Arbitration fee shall be determined by the Arbitration beforehand; then the additional payment is made or the amount exceeding the real value will be paid back in accordance with the value of action fixed within the trial.

### **Article 40**

#### **Costs Related to Arbitration Trial**

The cost related to the trial are:

- a) amounts to be paid to witnesses, specialists and experts;
- b) amounts to be paid to the person invited as an interpreter;
- c) expenses borne for the local inspection;
- d) expenses for searching of the defendant;
- e) costs related to the enforcement of the Arbitration Award.

### **Article 41**

#### **Amounts Payable to Witnesses, Experts, Specialists and Interpreters**

1. Witnesses, experts, specialists, interpreters are paid the travel and accommodation expenses rendered for their attendance in the Arbitration and per diem subsistence allowance.

2. Experts, interpreters, specialists receive consideration on the grounds of agreement made with them on their work executed under the instructions of the Arbitration, unless this work is a part of their duties. When determining the amount of consideration there shall be taken into account the length of their work to be executed under the instructions of the Arbitration, materials required for the proper execution of this work, etc.

#### **Article 42**

##### **Decrease in Amount of Arbitration Costs**

1. The amount of Arbitration costs shall be halved, if:
  - a) a plaintiff waives the claim, or a defendant admits the claim;
  - b) the parties conciliate;
  - c) in case of award by default.
2. If waiving the claim, admitting the claim or conciliation of the parties concerns only a party of subject of the dispute, the liability of payment of the Arbitration costs shall be determined by the costs caused by examination of the rest part.

#### **Article 43**

##### **Pre-payment of Arbitration Costs by a Party**

A party that initiated an Arbitration claim shall prepay the Arbitration costs.

#### **Article 44**

##### **Distribution of the Arbitration Costs Between the Parties**

Payment of the costs borne by that party for which the judgement was rendered shall be undertaken by the other party. If a claim is satisfied partially, the plaintiff shall undertake the payment mentioned in this Article in proportion to that part of claim which was satisfied by the judgement, and the defendant shall undertake the payment in proportion of that part of the claim waived by the plaintiff.

#### **Article 45**

##### **Distribution of Expenses to be Paid for the Arbitration Costs and Barrister's Fee in Case of Waiving the Claim and Conciliation**

1. If a plaintiff waives the claim, a defendant shall not indemnify the costs born by him, but if the plaintiff does not promote his claim for the defendant has voluntary satisfied it after bringing the claim, then the Arbitration, at the plaintiff's request, shall charge the defendant with indemnification of all legal costs born by the plaintiff.

2. If within conciliation the parties agree on the rule of distribution of the expenses rendered for the Arbitration costs and barrister fee, the Arbitration shall settle this question according to their agreement.

**Article 46**  
**Appeal Against Ruling on the Arbitration Costs**

The ruling on the Arbitration costs may be contested before the Supervisory Council of Arbitration.

**Article 47**  
**Small Claims Procedure**

1. If the parties have agreed, in writing, to resolve any claim whose total value does not exceed GEL 10,000, the dispute shall be decided using the Arbitration's Small Claims Procedure, as described in this Article.
2. The claim will be decided by one arbitrator, who will be chosen by the parties from the roster of arbitrators, and he or she will decide the claim solely on the basis of the documents proffered by the parties.
3. In selecting the arbitrator, the Arbitration shall use the procedure described in Article 8 of these Rules.
4. Both parties have the right to challenge and appeal the selection of the arbitrator pursuant to Articles 11 and 12 of these Rules.
5. The arbitrator may request further documents from the parties, and shall provide a time period for the production of these documents.
6. Within 15 days of receiving all documentation, the Arbitrator shall render an award, in writing, and mail it to the parties in accord with the provisions of Article 2 of these Rules.