

Rules

of Arbitration Proceedings

§.1.

1. **Arbitration Court.** These Rules govern arbitration proceedings conducted before ECAM – the Electronic Centre for Arbitration and Mediation at the Association of Notaries of the Republic of Poland, with its registered office in Warsaw, ul. Rydygiera 17/U01 | 01-793 Warsaw, Poland (hereinafter referred to as the “Arbitration Court”)
2. **Platform.** Arbitration proceedings before the Arbitration Court shall be conducted exclusively on the Ultima RATIO International Online Arbitration Platform (www.ultimaratio.pl, hereinafter referred to as the “Platform”)
3. **UNCITRAL.** Subject to permissible modifications necessary to ensure the high procedural dynamics of electronically conducted arbitration proceedings, these Rules are based on the UNCITRAL Model Law on International Commercial Arbitration (hereinafter: the “Model Law”) and the UNCITRAL Expedited Arbitration Rules (2021) (hereinafter: the “Expedited Arbitration Rules”). Both domestic and international proceedings are conducted pursuant to these Rules.
4. **Primacy of Domestic Law.** Where these Rules conflict with any provisions of domestic arbitration law that the parties may not freely amend or derogate from, such provisions shall prevail over these Rules.
5. **Online Proceedings.** Arbitration proceedings are conducted exclusively on the Platform by means of forms, chats and other dedicated tools. Case files are maintained in the form of electronic case profiles. The Arbitral Tribunal grants access to case profiles to authorised courts and authorities by means of access links. Whenever the Model Law or the Expedited Arbitration Rules require written form for any act of a party, the parties — by the very act of entering into the arbitration agreement — consent to waive this requirement and to conduct arbitration proceedings exclusively in electronic form.

§.2.

1. **List of Arbitrators.** Arbitrators and appellate arbitrators are appointed and removed by the President of the Arbitral Tribunal. Upon appointment, the seat of the arbitrator (the country in which the arbitrator conducts professional activity) is indicated. Arbitrators shall be professional lawyers with experience in providing legal services to businesses. The list of arbitrators is available on the Platform’s website as well as on the Platform itself.
2. **Highest Standard of Care.** Arbitrators are obliged to conduct arbitration proceedings with the highest professional diligence, in compliance with applicable legal provisions and with these Rules.
3. **Objectivity and Impartiality.** Arbitrators shall be objective and impartial. Any form of favouring or discrimination of either party for any reason whatsoever is prohibited, in particular on account of the party’s seat or the persons constituting its governing bodies.

§.3.

1. **Place of Arbitration.** In view of the electronic nature of the proceedings conducted under these Rules, the parties — by the very act of entering into the arbitration agreement — designate, pursuant to Article 18 of the Model Law, the place of arbitration as the seat of the arbitrator conducting the arbitration proceedings.
2. **Language of Proceedings (Domestic Cases).** Where the parties have their seats in the same country, the language of the proceedings shall be the language of that country.
3. **Language of Proceedings (International Cases).** Where the parties have their seats in different countries, the language of the proceedings shall be English.
4. **Arbitration Clauses.** The following arbitration clauses are recommended:
 - “Any dispute arising out of this Agreement shall be resolved by the arbitral tribunal on the Ultima RATIO Platform.”
 - “Any dispute arising out of this Agreement shall be resolved either by the state court having jurisdiction over the seat of [party name] or by the arbitral tribunal on the Ultima RATIO Platform, and the choice between the state court and the arbitral tribunal made by the claimant shall be binding upon the respondent.”
 - optionally: “The Arbitral Tribunal shall decide the case in accordance with the law of: [name of country].”
5. **Requirements for the Clause.** An arbitration clause may be made in written or documentary form, provided that it is recorded on an information carrier enabling its content to be reviewed. The form requirement is deemed fulfilled where the arbitration clause has been incorporated into a contract concluded electronically and the parties have expressly confirmed its inclusion or have done so by selecting the appropriate option. Where the arbitration clause results from general terms and conditions or other standard contract forms presented in documentary form or recorded in documentary format, it shall be considered binding if the parties had the opportunity to familiarize themselves with its content in advance and consented to its inclusion in the contract.

§.4.

1. **Technical Requirements.** A natural person may act as a party, its representative, or attorney after creating a user account on the Platform. Creating an account is possible after identity verification through the electronic identification system appropriate for the user under eIDAS or by another method available on the Platform.
2. **Procedural Acts.** A single procedural act on behalf of a party may be performed by only one user.

§.5.

1. **Joinder of Parties.** By the very act of entering into the arbitration agreement, the parties hereby modify Article 17(5) of the Model Law so that several persons may act as claimants or respondents in a single case, provided that they are covered by the same arbitration agreement, have their seats in the same country, and the subject matter of the dispute consists of rights and obligations common to them, or the case must be conducted jointly against them. However, the statement of claim or the response to the claim shall be filed through a common attorney. Other types of joinder or intervention are not permitted.

2. **Representation.** The parties may act personally or through attorneys. A party's attorney may be any person with full legal capacity. The Arbitral Tribunal may — on its own initiative or at the request of a party — require the attorney to present an appropriate power of attorney at any stage of the arbitration proceedings.

§.6.

Mediation. The Arbitral Tribunal may conduct proceedings relating to the out-of-court resolution of disputes via the Internet by means of mediation. The rules governing the conduct of mediation shall be determined by the Arbitral Tribunal in view of the circumstances of the particular case.

§.7.

1. **Ruling on Jurisdiction.** The Arbitral Tribunal is empowered to rule on its own jurisdiction, including on the existence, validity, or effectiveness of the arbitration agreement. An objection to the jurisdiction of the Arbitral Tribunal may be raised no later than in the response to the statement of claim, and with respect to a claim presented by the respondent for set-off in the response to the statement of claim — no later than in the claimant's first submission constituting a reaction to the response. If the Arbitral Tribunal lacks jurisdiction, it shall issue an order refusing to accept the case for examination. If the Arbitral Tribunal considers itself competent, it shall present its reasoning in the award terminating the proceedings.
2. **Consumer Matters.** The Arbitral Tribunal does not conduct arbitration proceedings in consumer matters. Unless applicable provisions provide otherwise, consumer matters shall be understood as disputes between business entities and natural persons where the dispute is not connected with the natural person's business, commercial, craft or professional activity.

§.8.

1. **Interim Measures.** In view of the fact that these Rules assume a high procedural dynamic, expressed in the effort to issue an award within the exceptionally short time limit specified in §15(2) below, the parties — by the very act of entering into the arbitration agreement — recognize the possibility of applying for interim measures pursuant to Article 26 of the Model Law as purposeless and waive this possibility.
2. **Arbitration Fees.** The parties agree that, until the dispute is resolved, the costs of arbitration proceedings before the Arbitral Tribunal shall be borne in equal shares. Consequently — in accordance with Article 43 of the Model Law — both the claimant when filing the statement of claim and the respondent when filing the response shall be obliged to pay the arbitration fee in accordance with the Schedule of Fees. The value of the dispute and the amount of arbitration fees shall be expressed in EURO. The rules regarding reimbursement of arbitration costs are set out in §16(3) of these Rules.
3. **Statement of Claim.** Arbitration proceedings commence upon the filing of the statement of claim. The parties — by the very act of entering into the arbitration agreement — waive the notification procedure set out in Articles 3 and 4 of the Model Law. A statement of claim is deemed filed on the day the Platform's bank account is credited with the fee in accordance with the Schedule of Fees, hereinafter: the "Schedule of Fees."
4. **Concentration.** Only one claim may be pursued in a single statement of claim. The combination of several claims in one statement of claim is permissible only where the claims arise from the same contract.
5. **Content of the Statement of Claim.** The statement of claim shall precisely identify the parties, state the factual and legal grounds of the claim, set out the relief sought, and indicate the arbitration agreement under which the arbitration proceedings are to be conducted.

6. **Preclusion.** In the statement of claim, the claimant shall present all allegations supporting the claim and all evidence. The Arbitral Tribunal may disregard new allegations and supporting evidence if they could have been presented in the statement of claim.

§.9.

1. **Service of the Statement of Claim.** If, in the parties' contract constituting the source of the arbitration agreement, the parties indicate e-mail addresses for communication, it shall be deemed that the parties — by the very act of entering into the arbitration agreement — consent to and authorize the Arbitral Tribunal to serve the statement of claim to those addresses, in accordance with Article 2(2) of the Model Law. The date of service by e-mail shall be the date on which the e-mail message is placed in the addressee's inbox.
2. **Defective E-mail Address.** If the respondent indicated in the contract constituting the source of the arbitration agreement an e-mail address that does not exist or is not used by the respondent, or if the message referred to in paragraph 1 above cannot be delivered due to a full inbox, intentional blocking of the ability to receive correspondence, or any other circumstances for which the respondent is responsible, the statement of claim shall be deemed effectively served at the moment of the first attempt to deliver it. Service shall also be deemed effective where the message is placed in the "junk" or "spam" folder by the respondent's mail server.
3. **Service by Registered Mail.** If, in the contract constituting the source of the arbitration agreement, the parties did not indicate e-mail addresses for communication or excluded the possibility of serving arbitration claims by such means, it shall be deemed that the parties — by the very act of entering into the arbitration agreement — consent to and authorize the Arbitral Tribunal to serve a printed copy of the statement of claim by traditional registered mail to the respondent's address disclosed in the relevant court register or other public register or record. Proof of posting of the printed statement of claim shall be placed in the case profile. The parties also consent to the Arbitral Tribunal treating the statement of claim as effectively served at the moment of its delivery to the respondent by the postal operator at the above-mentioned address, or on the date of the first attempt at such delivery where the respondent has not ensured the ability to receive registered mail directly from the postal operator.
4. **Security Considerations.** In the interest of the highest possible protection of the parties and legal certainty, irrespective of service of the statement of claim by e-mail pursuant to paragraphs 1 and 2 above, a printed copy of the statement of claim shall also be sent to the respondent by traditional registered mail to the address disclosed in the relevant court register or other public register or record. Proof of posting of the printed statement of claim shall be placed in the case profile. It is emphasized that the purpose of this provision is to ensure that the respondent is duly informed of the proceedings. The sending of the printed statement of claim in this manner does not alter the date of service indicated in the last sentence of paragraph 1 above.

§.10.

1. **Response to the Statement of Claim.** In accordance with Article 5 of the Expedited Arbitration Rules, within 15 days from the date of service of the statement of claim, the respondent may file a response. To file a response to the statement of claim, the respondent shall:
 - click the access link to the case contained in the e-mail notification (or scan the QR access code contained in the notification sent by traditional registered mail),
 - create and authenticate a user account on the Platform (if the user does not already have an account),

- pay the arbitration fee in accordance with the Schedule of Fees.
2. **Content of the Response.** In the response to the statement of claim, the respondent shall present all objections and allegations against the relief sought, and submit all evidence in support thereof. The Arbitral Tribunal may disregard any new allegations and supporting evidence if they could have been presented in the response.
 3. **Lack of Response.** The absence of a response to the statement of claim does not prevent the examination of the case and the issuance of an award.

§.11.

1. **Composition of the Arbitral Tribunal.** In accordance with Article 7 of the Expedited Arbitration Rules, the parties — by the very act of entering into the arbitration agreement — agree that arbitration cases shall be resolved by a sole arbitrator.
2. **Selection of the Arbitrator.** At the same time, having regard to the high procedural dynamics of proceedings conducted under these Rules, the parties modify the rules on selecting a sole arbitrator set out in Article 8 of the Expedited Arbitration Rules in such a way that they authorize the President of the Arbitral Tribunal to select the arbitrator in accordance with these Rules, by drawing lots or in another manner that takes into account the parties' agreement, the arbitrator's specialization, current workload, and any other circumstances that may affect the ability to handle the case in accordance with these Rules.
3. **Arbitrator's Country (Domestic Cases).** For domestic cases, an arbitrator from that country shall be appointed.
4. **Arbitrator's Country (International Cases).** The parties — authorizing the President of the Arbitral Tribunal to appoint the arbitrator — simultaneously oblige the President to take into consideration the fact that any arbitral award may be subject to subsequent recognition or enforcement proceedings before state courts. Therefore, the parties jointly recognize it as appropriate that arbitrators appointed to hear international cases be selected from the country in which potential enforcement of the arbitral award may take place.
5. **Impartiality and Independence.** Upon accepting the appointment, the arbitrator shall submit to the parties a declaration of impartiality and independence. This declaration is delivered through the case profile.
6. **Replacement of the Arbitrator.** In the event of the arbitrator's death or resignation, the President of the Arbitral Tribunal shall appoint a substitute arbitrator.
7. **Challenge of the Arbitrator.** If justified doubts arise as to the impartiality or independence of the arbitrator, a party may submit a request for the arbitrator's exclusion. The request must be submitted within 15 days from the date of the arbitrator's appointment to the case, or within 15 days from the date on which the party became aware of the relevant circumstances. If submitted within the time limit, the request shall be decided by the President of the Arbitral Tribunal. The request shall be examined without delay, no later than within 3 days of submission. If the arbitrator is excluded, the President of the Arbitral Tribunal shall appoint a substitute arbitrator.

§.12.

1. **Procedural Acts in Electronic Proceedings.** During the arbitration proceedings, the parties may exchange submissions, attach materials, and communicate via the chat. In particular, the parties may present evidence in the form of scans of documents, images, photographs, audio and video recordings, computer files, and other such materials, provided that the party submitting the evidence shall in every case confirm its truthfulness

and authenticity. In special circumstances, the Arbitral Tribunal may limit the size or format of files submitted by the parties and may order that files be submitted in different formats.

2. **Witness Testimony.** Witness testimony shall be submitted in the form of written statements in accordance with Article 15(2) of the Expedited Arbitration Rules or in the form of video recordings, and the witness shall confirm in the statement that they are aware of the responsibility for making false statements.
3. **Videoconference.** Having regard to the exclusively electronic nature of arbitration proceedings conducted under these Rules, the parties — by the very act of entering into the arbitration agreement — waive the possibility of the Arbitral Tribunal organizing physical hearings, thereby modifying Article 11 of the Expedited Arbitration Rules. Hearings may be organized exclusively by videoconference and only when the Arbitral Tribunal deems it necessary to additionally examine a witness regarding facts material to the case. The party requesting the witness examination shall ensure the witness's participation, failing which the evidence may be disregarded. A recording of the examination shall be placed in the case profile.
4. **Expert Opinions.** In cases requiring specialized knowledge, the Arbitral Tribunal may, after consulting the parties, appoint an independent expert for the purpose of obtaining an opinion. Having regard to the high procedural dynamics under these Rules, the parties modify the rules on the appointment of experts set out in Article 29(2) of the Model Law so that they authorize the Arbitral Tribunal to verify the expert's qualifications and to appoint the expert. Before commencing the assignment, the expert shall submit to the parties and to the Arbitral Tribunal a declaration of impartiality and independence. The expert opinion shall be submitted in the case profile. The parties shall submit any objections to the expert opinion in the same manner.
5. **Service During the Proceedings.** During the arbitration proceedings, service shall take place by publication in the case profile with simultaneous notification by e-mail.
6. **Contact with the Arbitrator.** During the arbitration proceedings, the parties may not contact the arbitrator outside the Platform.

§.13.

1. **Counterclaim.** Having regard to the high procedural dynamics of proceedings conducted under these Rules, the parties — by the very act of entering into the arbitration agreement — waive the possibility of filing counterclaims, thereby modifying Article 12(1) of the Expedited Arbitration Rules.
2. **Set-off Defence.** A set-off defence may be raised no later than in the response to the statement of claim and only where the Arbitral Tribunal also has jurisdiction to adjudicate the claim presented for set-off.
3. **New Claims.** In accordance with Article 13 of the Expedited Arbitration Rules, during the course of the proceedings the parties may not amend or supplement the claims made in the statement of claim or in the response to the statement of claim, unless the Arbitral Tribunal considers such amendment or supplementation admissible having regard to the stage of the arbitration proceedings, the state of the evidentiary process, and other relevant circumstances. Any amended or supplemented claim may not exceed the jurisdiction of the Arbitral Tribunal.

§.14.

1. **Conduct of the Proceedings.** Unless these Rules provide otherwise, the Arbitral Tribunal shall conduct the proceedings in such manner as it considers appropriate. The parties shall be treated equally and shall be given a full opportunity to present their cases. Having regard to the speed of arbitration proceedings conducted under these Rules, the parties — by the very act of entering into the arbitration agreement — authorize the

Arbitral Tribunal to inform them of the planned date of issuance of the award without the need to consult the parties. The parties also waive any right to consult with the Arbitral Tribunal on the manner in which the arbitration proceedings are to be conducted. In particular, the Arbitral Tribunal shall have the right to:

- a. require the parties to provide information and submit statements within strict time limits, not shorter than 3 business days,
 - b. issue directions concerning procedural matters,
 - c. indicate the possibility of issuing an award of a particular content on the basis of the material gathered so far, it being understood that such indication does not constitute disclosure of the arbitrator's position as to the future outcome of the case, but is intended to encourage the parties to reach an amicable settlement. When indicating the possibility of issuing an award of a particular content, the Arbitral Tribunal shall give the parties time for settlement negotiations and, if no settlement is reached, shall enable the parties to present their procedural submissions.
2. **Irregularities.** If any provision of these Rules has been infringed, the party that becomes aware of such infringement shall immediately, but no later than within 3 business days, raise the appropriate objection or reservation, failing which the party shall lose the right to rely on such infringement in the further course of the proceedings or in any subsequent proceedings concerning recognition or enforcement of the award rendered in the case. Within the same time limit and subject to the same consequence, the party shall notify on the Platform's website any technical problems that prevent it from undertaking a procedural act.

§.15.

1. **Closure of the Proceedings.** Once the Arbitral Tribunal considers the case sufficiently clarified, it shall inform the parties thereof and close the proceedings.
2. **Duration of the Case.** Referring to Article 16(1) of the Expedited Arbitration Rules, the parties — by the very act of entering into the arbitration agreement — authorize the Arbitral Tribunal to endeavor to issue the award within four weeks, and in cases where a response to the statement of claim has been filed — within six weeks from the date of filing the statement of claim.
3. **Transparency Declaration.** The Platform provides the Arbitral Tribunal with tools based on artificial intelligence (AI) intended for preparing draft reasoning of arbitral awards. These tools do not predict the outcome of the case. Consequently, the Arbitral Tribunal is obliged to perform a comprehensive assessment of the case independently and according to its own conscience, while the AI tools merely assist in preparing a draft reasoning of the decision reached thereby. Content generated by the AI tools constitutes auxiliary material only and does not constitute the basis or substitute for the decision in the case. The final content of the award and its reasoning is entirely the result of the independent evaluation of the Arbitral Tribunal. The award is issued and signed solely by the arbitrator.

§.16.

1. **Applicable Law.** In domestic cases, the Arbitral Tribunal shall decide the dispute in accordance with the law applicable to the given legal relationship. In international cases, the Arbitral Tribunal shall decide the dispute in accordance with the law chosen by the parties, and if the parties have not chosen such law - in accordance with the law which the Arbitral Tribunal considers applicable. In any event, the Arbitral Tribunal shall take into

account the provisions of the contracts binding the parties as well as the customs applicable to the given legal relationship.

2. **Award.** The award shall be made in writing and signed by the arbitrator either by hand or with a qualified electronic signature. The award shall indicate the arbitration agreement on the basis of which it is issued, identify the parties and the arbitrator, specify the date of issuance and the seat of the arbitration proceedings, and set out the reasons for the decision. The award shall be prepared in the language of the proceedings. In international cases, an authentic translation of the award into the language of the country in which enforcement may take place shall also be prepared.
3. **Decision on Costs.** In the award terminating the proceedings, the Arbitral Tribunal shall also decide, upon a party's request, on the costs of the proceedings. The parties authorize the Arbitral Tribunal to decide on costs pursuant to Article 42 of the Model Law. However, having regard to the electronic nature of arbitration proceedings conducted under these Rules, the parties consider it purposeless for the Arbitral Tribunal to determine the costs of the proceedings pursuant to Articles 40 and 41 of the Model Law and agree that only the amounts set out in the Schedule of Fees may be subject to reimbursement.
4. **Discontinuance of the Proceedings.** The Arbitral Tribunal shall issue an order discontinuing the proceedings if the claimant withdraws the claim with or without waiver of the claim, provided that the respondent consents thereto, and also where issuing an award has become unnecessary or inadmissible for other reasons. The Arbitral Tribunal shall discontinue proceedings suspended upon joint request of the parties if no motion for resumption is filed within three months from the date of the order suspending the proceedings.
5. **Legal Effect.** The decisions of the Arbitral Tribunal, against which no effective appeal has been lodged, are final.
6. **Service of Decisions.** The Arbitral Tribunal shall serve on the parties or their attorneys, if appointed, certified copies of final awards and orders concerning costs by registered mail. All other decisions shall be served exclusively through the electronic system.

§.17.

1. **Right to Appeal.** Having regard to the online nature and speed of the proceedings, as well as the composition of the Arbitral Tribunal, the parties - by the very act of entering into the arbitration agreement - modify Article 34(2) of the Model Law so as to allow the possibility of filing an appeal against an award issued pursuant to these Rules. Each party shall have the right to file an appeal. The appeal shall be filed within 7 days from the date on which the award is issued and published in the case profile.
2. **Arbitration Fee.** Filing an appeal requires payment of the arbitration fee in the amount specified in the Schedule of Fees.
3. **Response to the Appeal.** The other party may submit a response to the appeal within 7 days from the date of its filing. Submitting a response requires payment of the arbitration fee in accordance with the Schedule of Fees.
4. **Jurisdiction of the Appellate Committee.** The appeal shall be examined by an appellate arbitrator selected from the list of members of the Arbitral Tribunal's Appellate Committee. The appellate arbitrator shall act as a sole arbitrator.
5. **Scope of Review.** The appellate arbitrator shall consider the case within the limits of the appeal.

6. **Evidence.** New evidence shall not be admissible in the appeal proceedings unless the party demonstrates that it had no objective possibility to present such evidence in the first-instance proceedings. The appellate arbitrator may disregard evidence and allegations submitted in breach of this rule.
7. **Time for Examining the Appeal.** The appellate arbitrator shall endeavour to consider the appeal within 14 days from the date of its filing.
8. **Decisions in Appeal Proceedings.** After examining the appeal, the appellate arbitrator may:
 - a. dismiss the appeal;
 - b. amend the award in whole or in part and rule on the merits of the case;
 - c. annul the award in whole or in part and remit the case for reconsideration.
9. **Reconsideration of the Case.** If the case is remitted for reconsideration, the new arbitrator shall be appointed in accordance with the rules applicable to appointing a first-instance arbitrator. The arbitrator who issued the challenged award may not reconsider the case.
10. **Nature of the Appellate Award.** The award issued by the appellate arbitrator shall be final within the arbitration proceedings and shall replace the first-instance award, except where the case is remitted for reconsideration.
11. **Suspension of Enforceability.** Filing an appeal suspends the enforceability of the award unless the appellate arbitrator decides otherwise, taking into account the circumstances of the case and the parties' arguments.
12. **Scope of Application.** Unless the parties agree otherwise, the present appellate procedure constitutes an integral part of the proceedings before the Arbitral Tribunal.

§.18.

1. **Limitation of Liability.** The arbitrators, mediators, Arbitral Tribunals, and the Platform shall not be liable for any damage arising as a result of any act or omission connected with arbitration proceedings, unless the damage was caused intentionally.
2. **Reconsideration of the Case.** If the arbitral award is set aside by a state court, the case shall be reconsidered by the Arbitral Tribunal composed of a different arbitrator appointed in accordance with the provisions of these Rules.
3. **Reference Clause.** In matters not regulated herein, the provisions of the civil procedure of the country in which the arbitration proceedings are conducted shall apply accordingly.

§.19.

1. **Confidentiality.** The Arbitral Tribunals, arbitrators, and mediators are obliged to keep confidential all information obtained during out-of-court dispute resolution proceedings.
2. **Disclosure of Personal Data.** Personal data may be disclosed solely for the purpose of enforcing decisions rendered in the proceedings or in cases provided for by law — in response to a court order or a directive issued by a public administrative authority.
3. **Language Versions.** These Rules are drawn up in English and in the languages of the countries in which the Platform operates. In the event of any inconsistency between different language versions of the Rules, the English version shall prevail.

Effective as of 15 December 2025