Ticino Arbitration Centre

COMPLEX OWNERSHIP & CONTROL DISPUTES

SUPPLEMENTARY RULES

Effective: 1 August 2026

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PREAMBLE

These Supplementary Rules set out specific procedural and evidentiary adaptations applicable, where expressly agreed by the parties, to disputes involving complex, contested, indirect, opaque, nominee, fiduciary, or functionally divided ownership, control, beneficial interest, authority, or economic benefit.

These Rules recognise that formal documentation, public registers, legal title, nominee roles, fiduciary arrangements, corporate layering, and separation of legal and economic interests may not reflect the actual allocation of benefit, risk, authority, or control. Arbitral proceedings must therefore be capable of examining economic, operational, and decision-making reality beyond form where necessary.

The Ticino Arbitration Centre administers arbitrations between identifiable parties. It does not administer, govern, alter, or determine the legal status of companies, partnerships, trusts, foundations, registries, banks, custodians, or other structures beyond what is necessary for the determination of rights and obligations in the arbitration. These Rules do not create a separate substantive law of ownership, beneficial ownership, agency, trust, nominee, fiduciary, or control relationships.

Article 1 – Scope of Application

1.1 These Rules apply, in accordance with Article 69 of the TAC Arbitration Rules, only where the parties have expressly agreed to their application and where the dispute involves the determination of ownership, control, beneficial interest, authority, economic benefit, or related rights or liabilities in assets, entities, structures, relationships, or arrangements that are contested, indirect, divided, not fully reflected in formal documentation, or otherwise require assessment beyond legal or documentary form.

1.2 These Rules are particularly suited to disputes involving nominees, trustees, protectors, beneficiaries, fiduciaries, agents, directors, shareholders, partners, authorised signatories, corporate-service providers, custodians, intermediaries, layered entities, trusts, foundations, partnerships, holding structures, asset-holding arrangements, delegated-authority arrangements, or persons acting in multiple disclosed or undisclosed capacities.

1.3 Nothing in these Supplementary Rules shall make a person or entity bound by the arbitration agreement merely because that person or entity is alleged or found to be a beneficial owner, principal, nominee, fiduciary, trustee, beneficiary, controller, director, shareholder, partner, agent, intermediary, service provider, or person exercising influence. Jurisdiction and joinder shall be determined under the TAC Arbitration Rules and applicable law.

1.4 These Rules are procedural and evidentiary. They do not by themselves create, transfer, extinguish, register, perfect, or determine substantive proprietary, corporate, trust, fiduciary, agency, succession, regulatory, or other rights not established or recognised by applicable law or by the parties' substantive agreement or legal relationship.

1.5 Where the parties have expressly agreed to the application of more than one set of TAC Supplementary Rules, these Rules shall govern ownership, beneficial-interest, nominee, fiduciary, economic-reality, and structural-control issues falling within their scope. Any inconsistency between applicable Supplementary Rules shall be resolved in accordance with Articles 69.3 and 69.4 of the TAC Arbitration Rules and, where necessary, Article 69.5.

1.6 These Rules do not make applicable any other Supplementary Rules to which the parties have not expressly agreed.

Article 2 – Initial Structural Disclosure

2.1 Within a time limit determined by the Centre before the constitution of the Tribunal, and thereafter by the Tribunal, each party shall provide a concise and coherent description of any structure,

arrangement, relationship, asset, or authority relevant to the determination of ownership, control, beneficial interest, or economic benefit.

2.2 The description shall include, to the extent reasonably available and relevant:

(a) the relevant persons and entities and the legal, contractual, fiduciary, operational, or other capacities in which they act;

(b) formal and alleged beneficial ownership, nominee, trust, fiduciary, agency, corporate-service, or asset-holding arrangements;

(c) declarations of trust, nominee declarations, mandates, powers of attorney, side letters, voting agreements, service agreements, indemnities, and other instruments material to the structure;

(d) appointment, removal, substitution, instruction, approval, veto, blocking, voting, governance, or decision-making rights;

(e) the source, route, and practical implementation of instructions and the persons able to direct, approve, prevent, or reverse relevant acts;

(f) bank, custody, account, signing, access, record-keeping, and information rights;

(g) the flow of funds, assets, benefits, distributions, fees, reimbursements, liabilities, indemnities, profits, losses, and economic risks;

(h) the identity and role, to the extent reasonably available, of nominees, trustees, fiduciaries, directors, agents, corporate-service providers, banks, custodians, registrars, accountants, lawyers, or other intermediaries relevant to the dispute;

(i) any material change to the structure, roles, authority, assets, records, or relationships after the relevant events or after a party became aware of a potential dispute; and

(j) any known freeze, restriction, insolvency event, regulatory action, sanctions measure, enforcement action, loss of authority, or other circumstance affecting the structure or the relief sought.

2.3 Each party shall provide, or indicate the availability of, a structural chart, role matrix, control map, or other representation of the relevant structure as at a reference date determined by the Centre before the constitution of the Tribunal, and thereafter by the Tribunal. The representation may identify formal and alleged beneficial interests, decision rights, account access, instruction channels, financial flows, and material changes over time.

2.4 The Centre before the constitution of the Tribunal, and thereafter the Tribunal, may determine the form, source, method, and timing of any disclosure or reference-date representation and may require supporting records, a narrative explanation, or independent verification where appropriate.

2.5 Where a structure or relevant authority has been created, modified, transferred, restricted, substituted, or reconfigured after the occurrence of the events giving rise to the dispute or after a party became aware of a potential dispute, the party shall provide a reasonable explanation. An unexplained or inadequately explained change may be taken into account by the Tribunal in assessing evidence, drawing inferences, or allocating costs.

2.6 Where disclosure under this Article is incomplete, inconsistent, or evasive, the Tribunal may draw appropriate inferences. Before the constitution of the Tribunal, the Centre may note apparent deficiencies for the consideration of the Tribunal. The Centre shall not draw evidentiary inferences or determine ownership, control, beneficial interest, credibility, or intent.

2.7 The application of these Supplementary Rules does not, by itself, displace the Expedited Procedure under Article 45 of the TAC Arbitration Rules. The Centre shall assess suitability at the earliest practicable stage, having regard in particular to the number of persons, entities, jurisdictions, accounts, and structural layers involved; the expected scope of tracing and document production; the need for expert evidence; non-party involvement; preservation measures; and sanctions, insolvency, regulatory,

confidentiality, or data-protection issues. After constitution, the Tribunal may, after consulting the parties, invite the Centre to determine under Article 45.2 of the TAC Arbitration Rules that the standard procedure is more appropriate.

Article 3 – Core Procedural Approach

3.1 The Tribunal may assess ownership, control, beneficial interest, authority, and economic benefit having regard to the legal, commercial, financial, operational, and decision-making reality of the arrangement, irrespective of its formal structure.

3.2 The existence of intermediate entities, nominees, trustees, fiduciaries, agents, formal separations, or layered arrangements shall not, by itself, prevent the Tribunal from identifying the person or entity exercising control, providing instructions, assuming risk, or benefiting from the structure.

3.3 Control may be established on a de facto basis, including through the ability to direct, approve, block, reverse, prevent, or procure actions or decisions; appoint or remove persons; exercise voting, veto, or governance rights; access assets, accounts, records, or systems; influence the conduct of others; or determine the rules or conditions by which decisions are made.

3.4 The Tribunal may determine that ownership, control, authority, or beneficial interest is shared, divided, delegated, layered, temporary, conditional, or functionally allocated among several persons or entities. It need not identify a single person or entity exercising exclusive or decisive control where the evidence supports another allocation.

3.5 The Tribunal may take into account a person's past ability to determine the rules, conditions, instructions, or arrangements by which assets, rights, benefits, or decisions are subsequently administered where that ability is material to the dispute.

3.6 The Tribunal may distinguish between legal title, beneficial interest, economic benefit, custody, possession, access, authority, influence, decision-making power, de facto control, fiduciary capacity, nominee capacity, responsibility, and liability.

3.7 Evidence of economic benefit, access, influence, authority, or control may be material but shall not, by itself, establish legal ownership, legal title, authority, responsibility, or liability. Those matters shall be determined in accordance with applicable law and the evidence as a whole.

3.8 A public register, corporate filing, title document, declaration, or formal designation may be taken into account as evidence but shall not, by itself, be conclusive of beneficial ownership, economic interest, authority, influence, or de facto control. Where the Tribunal determines that applicable law assigns a constitutive or binding effect to a particular registration or formal record for a particular legal consequence, the Tribunal shall take that effect into account solely for that consequence. This shall not prevent the Tribunal from determining the beneficial or economic reality of the arrangement as between the parties, or from granting inter partes, procurement, substitute, or monetary relief consistent with applicable law.

Article 4 – Evidence and Admissibility

4.1 The Tribunal may admit and consider any material it deems relevant to the determination of the dispute, including material that may not be admissible under strict evidentiary rules in judicial proceedings, subject to the TAC Arbitration Rules and applicable law.

4.2 The Tribunal may, in particular, take into account:

(a) corporate, partnership, trust, foundation, fiduciary, shareholder, member, beneficial-ownership, tax, regulatory, and other public or private registers and filings;

(b) declarations of trust, nominee declarations, powers of attorney, mandates, side letters, voting agreements, shareholder agreements, service agreements, indemnities, and fee arrangements;

(c) bank mandates, account records, custody records, signatory records, KYC, AML, onboarding, compliance, and beneficial-ownership materials;

(d) board, shareholder, member, trustee, protector, investment committee, or other minutes, resolutions, instructions, approvals, and communications;

(e) financial flows, patterns of transfers, source-of-funds material, distributions, expense payments, liabilities, reimbursements, and the allocation of economic benefits and risks;

(f) patterns of conduct, decision-making, access, use, influence, and exercise or non-exercise of formal rights; and

(g) informal arrangements, oral instructions, course of dealing, admissions, confirmations, and surrounding circumstances.

4.3 The Tribunal shall determine the relevance, reliability, materiality, authenticity, completeness, and weight of such material having regard to its source, date, purpose, context, contemporaneity, consistency, provenance, possibility of alteration, and the opportunity of the parties to examine, respond to, and challenge it.

4.4 Where the authenticity, completeness, provenance, context, or reconciliation of a record is disputed, the Tribunal may require the production, explanation, verification, or expert review of surrounding or contextual records, including records not themselves directly in dispute, to the extent necessary to determine the reliability or meaning of the disputed material.

4.5 The Tribunal may limit the scope, period, form, redaction, anonymisation, confidentiality protection, or expert-only access applicable to evidence under this Article.

Article 5 – Financial Flows and Economic Indicators

5.1 The Tribunal may consider financial flows, patterns of transfers, source of funds, assumption of liabilities, and the allocation of economic benefits and risks as primary indicators of ownership, control, authority, or beneficial interest.

5.2 Relevant indicators may include payment of an acquisition price, capital contributions, taxes, fees, operating expenses, debt service, indemnities, reimbursements, insurance, or other liabilities; receipt of income, distributions, proceeds, or other benefits; control over reinvestment, disposal, or use of assets; and the practical bearing of profit, loss, risk, or exposure.

5.3 Consistent patterns of financial flows, economic benefit, or assumption of risk may, in the absence of a credible alternative explanation, give rise to inferences as to underlying arrangements or relationships not formally recorded.

5.4 The Tribunal may trace financial flows, liabilities, benefits, and risks across multiple layers of persons, entities, accounts, or arrangements in assessing ownership, control, or beneficial interest.

5.5 The Tribunal may take into account the absence of an apparent economic rationale for a transaction or arrangement, or a material divergence between documented and actual economic conduct, as an indicator in assessing the existence or operation of an underlying relationship.

5.6 No financial flow, payment, benefit, fee, indemnity, reimbursement, liability, or assumption of risk shall, by itself, be conclusive of ownership, control, authority, or beneficial interest.

Article 6 – Presumptions and Inferences

6.1 Where a party is shown to exercise decisive or sustained control over an asset, entity, or structure, the Tribunal may infer that the party holds a beneficial or economic interest in the relevant asset or arrangement, in the absence of a credible alternative explanation.

6.2 Where an asset, share, interest, account, or right is held in the name of one person for the benefit of another, the Tribunal may infer the existence of a nominee, fiduciary, agency, trust, or equivalent relationship.

6.3 Where a structure involves multiple layers, incomplete records, unexplained intermediaries, or material opacity, the Tribunal may apply heightened scrutiny and draw inferences from patterns of conduct, financial flows, access, authority, and economic reality.

6.4 The Tribunal may rely on cumulative indicators without requiring any single factor to be determinative of ownership, control, beneficial interest, authority, or intent.

6.5 Where a party fails to provide a sufficient or coherent explanation of a structure, arrangement, instruction channel, or relationship within its knowledge or control, the Tribunal may draw appropriate adverse inferences.

6.6 The use of a nominee, trustee, fiduciary, foundation, holding company, intermediary, asset-protection arrangement, or multi-layered structure shall not, by itself, justify an adverse inference or a finding of concealment, illegality, beneficial ownership, or control where the arrangement is supported by a credible commercial, legal, regulatory, tax, succession, governance, or asset-protection rationale.

6.7 Any presumption or inference under these Rules is rebuttable, shall be assessed with the evidence as a whole, and shall not by itself alter any substantive burden of proof imposed by applicable law.

Article 7 – Multiple Capacities, Intermediaries and Non-Parties

7.1 A person or entity may be found to act in more than one capacity, including in its own interest and on behalf of another, whether disclosed or undisclosed.

7.2 Relevant capacities may include nominee, principal, trustee, protector, beneficiary, fiduciary, agent, director, shareholder, partner, authorised signatory, corporate-service provider, custodian, escrow holder, account holder, adviser, or intermediary.

7.3 The Tribunal may determine the capacity in which a person or entity acted by reference to conduct, authority, instructions, economic interest, assumption of risk, course of dealing, and surrounding circumstances, regardless of formal designation.

7.4 The Tribunal may take into account the role of any person or entity, whether or not a party to the arbitration, where that person appears to exercise control, provide instructions, receive benefits, hold records, or act in connection with the structure or arrangement.

7.5 Where the Tribunal considers that the role, capacity, conduct, records, or evidence of a non-party may be material, it may, after consulting the parties, invite that person or entity to provide written observations, records, confirmations, or evidence on a limited basis and subject to confidentiality, data-protection, sanctions, privilege, or other protective measures. Such participation shall not make the person or entity a party or confer any procedural right beyond that expressly granted by the Tribunal.

7.6 The Tribunal may order a party to request, obtain, preserve, or produce records, confirmations, or cooperation from a nominee, trustee, fiduciary, corporate-service provider, bank, custodian, registrar, director, agent, accountant, adviser, or other person where that request, production, or cooperation is within the party's legal power or control.

7.7 The Tribunal shall not impose direct obligations on a person or entity not bound by the arbitration agreement unless permitted by applicable law. Where implementation depends on a non-party, the Tribunal shall frame the measure as an obligation on a party to take steps within that party's legal power or control.

7.8 The Tribunal may disregard a formal role, title, designation, or separation where it is inconsistent with the actual conduct, authority, economic function, or decision-making reality of the person concerned.

Article 8 – Obligation to Provide Explanation

8.1 The Tribunal may require a party connected to a structure or arrangement to provide a coherent explanation of the roles of relevant persons, the legal and practical operation of the structure, the source and route of instructions, the flow of assets, benefits, liabilities, and control, and the commercial, legal, or other purpose relied upon.

8.2 The Tribunal may specify the level of detail required and may direct a party to clarify inconsistencies, omissions, unexplained changes, or gaps in its explanation or supporting records.

8.3 Before drawing an adverse inference or applying another material evidentiary consequence, the Tribunal shall identify the matter requiring explanation, give the affected party a reasonable opportunity to respond, consider any asserted privilege, confidentiality, security, or mandatory-law restriction, and consider whether a redaction, restricted-access arrangement, expert review, substitute evidence, or other protective measure is appropriate.

8.4 Where a party fails to provide a coherent explanation or reasonably available material following such a request, the Tribunal may progressively shift to that party the evidentiary burden of explanation or production with respect to the matter concerned and may rely on adverse inferences to a greater extent.

8.5 A shift of the evidentiary burden of explanation or production under this Article does not, by itself, alter any substantive burden of proof imposed by applicable law.

8.6 A failure to explain or produce may be taken into account in assessing ownership, control, beneficial interest, authority, credibility, intent, liability, relief, or costs.

Article 9 – Structural Preservation Measures — Emergency Arbitrator and Tribunal

9.1 The Emergency Arbitrator or the Tribunal may order any measure necessary to preserve the integrity, value, records, governance, authority, or practical operation of a structure or arrangement pending determination of ownership, control, beneficial interest, or related rights.

9.2 Such measures may include, without limitation:

(a) suspension, restriction, or preservation of transfers, disposals, distributions, encumbrances, or other dealings involving shares, interests, assets, accounts, rights, or benefits;

(b) prohibition on changes to shareholder, member, partnership, trust, foundation, beneficial-ownership, or other records and registers;

(c) prohibition on the appointment, removal, substitution, or change of a nominee, trustee, protector, fiduciary, director, officer, signatory, agent, custodian, or other person exercising authority;

(d) preservation or regulation of voting, veto, approval, governance, instruction, signing, access, or control rights;

(e) preservation of corporate, fiduciary, banking, custody, accounting, tax, regulatory, communication, access, and transaction records;

(f) prohibition on dissolution, merger, migration, liquidation, restructuring, conversion, or another alteration of the structure; and

(g) secure custody, escrow, independent verification, attestation, inspection, restricted access, or another measure necessary to preserve evidence or the status quo.

9.3 A party shall promptly inform the Emergency Arbitrator or the Tribunal, as applicable, of any material change affecting a structure, asset, right, authority, record, person, or relationship subject to a measure ordered under this Article.

9.4 An action taken in breach of a measure may be treated as a procedural violation and may give rise to adverse inferences, costs consequences, or another measure permitted by the TAC Arbitration Rules.

9.5 A measure under this Article shall not impose direct obligations on a person or entity not bound by the arbitration agreement unless permitted by applicable law. It may direct a party to take or refrain from taking action within that party's legal power or control.

9.6 The Emergency Arbitrator or Tribunal shall take into account any corporate-governance, insolvency, regulatory, sanctions, tax, contractual, third-party, value, enforcement, operational, or reputational risk arising from a proposed measure and shall consider whether a less intrusive measure would adequately preserve the relevant position.

9.7 Where a measure taken by the Centre under Article 5 of the TAC Arbitration Rules affects the administration, communication, participation, payment, access, or practical implementation of a measure under this Article, the Emergency Arbitrator or Tribunal shall frame and administer any preservation measure consistently with that institutional measure. The Centre's measure is binding for administrative purposes but does not determine the factual or legal basis, necessity, proportionality, or adjudicative effect of the preservation measure. The Centre and the Emergency Arbitrator or Tribunal may coordinate within their respective functions, subject to Article 5.7 of the TAC Arbitration Rules. Nothing in this Article authorises the Emergency Arbitrator or Tribunal to require the Centre to reverse or disregard a measure taken under Article 5 of the TAC Arbitration Rules.

9.8 If a measure of the Centre under Article 5 of the TAC Arbitration Rules makes a requested preservation measure unlawful, impossible, incapable of implementation, or incompatible with the continued administration of the arbitration, the Emergency Arbitrator or Tribunal shall, to the extent it remains lawfully able to act, deny, defer, modify, replace, or structure the requested measure in any lawful and practicable manner, including through alternative preservation steps, evidentiary measures, monetary security, or other substitute relief. No measure under this Article shall require the Centre to continue, resume, or act inconsistently with an administration that it has suspended, declined, or terminated under Article 5 of the TAC Arbitration Rules.

Article 10 – Pattern-Based Assessment and Analytical Materials

10.1 The Tribunal may take into account recurring patterns of behaviour, including repeated use of similar structures, roles, intermediaries, instruction channels, transfer patterns, or decision-making arrangements, in assessing credibility, control, ownership, beneficial interest, authority, or intent.

10.2 Pattern evidence may include conduct extending beyond the specific dispute, including similar arrangements, declarations, filings, or transactions in other matters, where the evidence is presented for a defined and material purpose and the affected party has a reasonable opportunity to respond.

10.3 Pattern-based assessment shall be considered with the evidence as a whole and shall not, by itself, require a finding of ownership, control, beneficial interest, authority, concealment, or illegality.

10.4 The Tribunal may admit and consider materials produced by corporate-intelligence databases, beneficial-ownership databases, registry aggregators, relationship or network-mapping tools, sanctions

or PEP-screening systems, asset-tracing systems, risk-scoring tools, and equivalent analytical or intelligence systems.

10.5 The Tribunal shall determine the relevance, reliability, and weight of such material having regard to the source, jurisdictional coverage, methodology, transparency, date, version, scope, limitations, assumptions, data inputs, query scope, update cycle, confidence level, possible false positives, conflicting outputs, and the extent to which the material can be tested, explained, responded to, or challenged.

10.6 A party relying on such material shall identify, to the extent reasonably possible, the tool or source used, the date and version of the analysis, the relevant jurisdictions, inputs, assumptions, query scope, methodology, known limitations, and the conclusion relied upon.

10.7 Where methodology or source data cannot be fully disclosed because of confidentiality, security, legal, regulatory, or proprietary restrictions, the Tribunal may adopt protective measures, require summary disclosure, appoint an expert, limit reliance, or determine the appropriate weight to be given to the material.

10.8 No database output, relationship map, ownership label, screening result, risk score, or analytical conclusion shall, by itself, constitute a legal determination of ownership, beneficial interest, control, identity, authority, illegality, sanctions status, or liability.

10.9 Where a tool or system relied upon under this Article is an AI-Assisted Tool within Article 38.1 of the TAC Arbitration Rules, Article 38 of the TAC Arbitration Rules applies in addition to this Article. The same information need not be produced twice.

Article 11 – Temporal Analysis

11.1 The Tribunal may take into account the timing of the creation, modification, transfer, substitution, dissolution, or restructuring of any entity, arrangement, role, authority, ownership interest, account, or asset in relation to relevant events.

11.2 The Tribunal may draw appropriate inferences where a structure or arrangement is created or modified at a time suggesting an attempt to affect ownership, control, beneficial interest, authority, the availability of evidence, or the availability of assets.

11.3 Relevant events may include the conclusion or breach of an agreement, the arising or enforcement of an obligation, awareness of a potential dispute, a demand or enforcement threat, insolvency, sanctions designation, regulatory action, asset-freezing action, commencement of proceedings, or a material change in the parties' relationship.

11.4 Timing alone shall not be conclusive. The Tribunal shall consider any credible commercial, legal, regulatory, tax, succession, governance, restructuring, financing, or asset-protection rationale and the evidence as a whole.

Article 12 – Contradictory Positions

12.1 The Tribunal may take into account whether a party or related person has adopted inconsistent or contradictory positions regarding ownership, control, beneficial interest, authority, capacity, or economic benefit in different proceedings, before different authorities, or in different records.

12.2 Relevant material may include tax filings, KYC or onboarding declarations, beneficial-ownership filings, corporate records, bank documents, regulatory submissions, court proceedings, arbitrations, insolvency proceedings, insurance materials, and communications with professional or institutional service providers.

12.3 The Tribunal may also take into account inconsistencies in positions adopted within the same arbitration at different procedural stages.

12.4 The Tribunal shall consider the legal system, purpose, procedural posture, regulatory or tax context, language, and circumstances in which a prior position was adopted.

12.5 A contradictory position may affect credibility and evidentiary weight but shall not, by itself, be conclusive of ownership, control, beneficial interest, authority, or liability.

Article 13 – Experts and Forensic Analysis

13.1 The Tribunal may appoint independent experts, including forensic accountants, asset tracers, corporate, trust, foundation, fiduciary, governance, insolvency, valuation, regulatory, compliance, financial, or technical experts, where appropriate.

13.2 The Tribunal may rely on expert analysis in reconstructing ownership, control, beneficial interest, authority, financial flows, decision-making, valuation, or the legal and operational structure of complex arrangements.

13.3 The parties shall have a reasonable opportunity to comment on the expert's mandate and findings and may examine a tribunal-appointed expert where appropriate.

13.4 The Tribunal shall not delegate an adjudicative determination to an expert. The Tribunal shall determine jurisdiction, admissibility, ownership, control, beneficial interest, authority, credibility, inference, liability, relief, and costs.

13.5 An expert mandate shall define the relevant persons, entities, accounts, assets, jurisdictions, periods, data sources, assumptions, questions, deliverables, and access protections with sufficient precision and shall be limited to matters necessary for the determination of the dispute.

13.6 Where appropriate, the Tribunal may direct party-appointed experts to confer, identify areas of agreement and disagreement, or prepare a joint statement.

13.7 The use of an AI-Assisted Tool by an expert is subject to Article 38 of the TAC Arbitration Rules.

Article 14 – Remedies and Valuation

14.1 The Tribunal may grant any remedy consistent with the TAC Arbitration Rules and applicable law, including:

(a) declarations as to legal or beneficial ownership, control, nominee, fiduciary, trust, agency, authority, rights, obligations, responsibility, or economic interest as between the parties;

(b) declarations that a formal structure, arrangement, register entry, designation, role, or document does not reflect the underlying legal or economic relationship between the parties;

(c) orders requiring a party to transfer, return, deliver, restore, assign, or procure the transfer or return of shares, interests, assets, rights, records, proceeds, or benefits within that party's legal power or control (as assessed in accordance with Article 3);

(d) orders requiring a party to execute, deliver, amend, correct, request, or procure documents, filings, registers, mandates, instructions, or confirmations within that party's legal power or control;

(e) orders requiring a party to exercise, refrain from exercising, restore, transfer, or procure the exercise or non-exercise of voting, veto, approval, governance, signing, access, or control rights;

(f) orders requiring a party to cooperate with a nominee, trustee, fiduciary, corporate-service provider, bank, custodian, registrar, authority, or other person in implementing the Award, to the extent within that party's legal power or control;

(g) an account, accounting, restitution, disgorgement, account of profits, or delivery of benefits;

(h) monetary compensation, interest, or costs; and

(i) any other measure appropriate to give effect to the Tribunal's findings.

14.2 A declaration or remedy concerning a structure, entity, arrangement, record, designation, role, asset, or right shall be made as between the parties unless the affected person or entity is bound by the arbitration agreement, has been joined, or applicable law permits broader relief.

14.3 An order under this Article shall not impose direct legal, corporate, fiduciary, banking, regulatory, or administrative obligations on a person or entity not bound by the arbitration agreement.

14.4 Where a transfer, restoration, correction, registration, corporate act, fiduciary act, cooperation measure, or other performance cannot lawfully or effectively be completed because it depends on a non-party, a registry, an authority, or a legal regime, or because performance is prevented or restricted by insolvency, sanctions, asset freezing, sovereign immunity or analogous state-based immunity, or another mandatory rule, the Tribunal may grant monetary compensation or any other remedy available against a party.

14.5 Where implementation requires more than one corporate, fiduciary, contractual, regulatory, custodial, registration, or third-party step, the Tribunal may structure relief on a staged, conditional, coordinated, or sequential basis and may provide alternative monetary or substitute relief if performance does not occur, becomes unlawful, or becomes impossible.

14.6 In determining monetary compensation or valuation, the Tribunal may take into account the relevant date or period, the nature and proportion of the interest, legal and practical control rights, distributions, liabilities, restrictions, liquidity, marketability, minority or illiquidity discounts, control premiums, contingent rights, loss of opportunity, loss of use, and any other relevant circumstance.

14.7 For the purposes of determining the amount in dispute, fees, or advances under Article 55.10 and Article 56 of the TAC Arbitration Rules, a party asserting a claim concerning ownership, beneficial interest, control, transfer, or other non-monetary structural relief shall state a reasonable monetary value in a currency accepted by the Centre and identify the valuation date, source, method, and material assumptions used.

14.8 The Centre may determine another date, source, method, or value where the stated value is unrepresentative or impracticable. It may take into account the value and proportion of the interest directly in dispute, the economic benefits and liabilities concerned, transfer or legal restrictions, control rights, control premiums, minority or illiquidity discounts, and any alternative monetary relief. The gross value of all assets held through a structure shall not automatically constitute the amount in dispute where only a limited interest, right, or control issue is directly in dispute.

14.9 A determination by the Centre for fee or advance purposes is administrative only, may be revised, and does not bind the Tribunal in determining ownership, control, beneficial interest, valuation, liability, damages, relief, interest, or costs.

Article 15 – Safeguards, Mandatory Law, and Sanctions

15.1 The Tribunal shall ensure that each party has a reasonable opportunity to respond to any material, inference, presumption, analytical output, expert finding, or legal proposition relied upon.

15.2 Nothing in these Rules shall require disclosure of information protected by legal privilege or equivalent protection. Such protection shall not, by itself, prevent the Tribunal from requiring disclosure of non-privileged facts concerning the existence, operation, roles, authority, access, financial flows, control, or economic effects of a structure or arrangement.

15.3 Where evidence or explanation involves banking, fiduciary, regulatory, professional, contractual, personal, or commercially sensitive information, the Tribunal may adopt redaction, anonymisation,

staged disclosure, restricted-access folders, confidentiality rings, expert-only review, data minimisation, or another appropriate protective measure.

15.4 Where a party relies on a mandatory rule as limiting disclosure, procedure, performance, or relief, that party shall identify the rule, its legal source, the jurisdictional connection relied upon, the person, act, asset, record, entity, relationship, or performance to which it is said to apply, and its practical effect.

15.5 The Tribunal shall determine whether and to what extent the asserted rule applies, having particular regard to the mandatory law of the seat in procedural matters and, where relevant, to the law governing the entity, asset, register, relationship, transaction, disclosure, or performance concerned.

15.6 The Tribunal shall not require a party to take an act that the Tribunal determines would violate an applicable mandatory rule and shall not grant relief contrary to mandatory law or public policy. It may instead order a lawful alternative, protective measure, substitute evidence, substitute performance, monetary relief, or another appropriate measure.

15.7 A mere assertion of a foreign or other mandatory rule, unsupported by a sufficient explanation of its applicability and practical effect, shall not excuse non-compliance. The Tribunal may take a failure to substantiate the asserted restriction into account in assessing evidence, drawing inferences, or allocating costs.

15.8 Article 5 of the TAC Arbitration Rules governs institutional compliance with sanctions and mandatory restrictions and the lawful administration of the arbitration. These Supplementary Rules govern the Tribunal's evidentiary and adjudicative determination of ownership, beneficial interest, control, nominee or fiduciary status, sanctions status, illegality, liability, and relief.

15.9 An administrative measure or compliance determination of the Centre under Article 5 of the TAC Arbitration Rules is binding for the administration of the arbitration but does not bind the Tribunal in determining ownership, beneficial interest, control, nominee or fiduciary status, sanctions status, jurisdiction, admissibility, liability, or relief. The fact that the Centre has taken, declined, modified, or lifted a measure shall not, by itself, constitute evidence or give rise to a presumption in the Tribunal's adjudicative analysis.

15.10 The Tribunal shall, in its Award, identify the principal facts and circumstances on which any material evidentiary inference, presumption, ownership finding, control finding, beneficial-interest finding, authority finding, legal-effect finding, valuation finding, or remedy is based.

Article 16 – Summary Dismissal and Preliminary Determination

16.1 The Tribunal may, where appropriate, apply summary dismissal in accordance with Article 43 of the TAC Arbitration Rules to a claim or defence based solely on formal ownership, title, designation, or control that is manifestly inconsistent with the evidence of economic or operational reality established in the proceedings and, having regard to applicable law, is manifestly without merit, manifestly inadmissible, or manifestly outside the Tribunal's jurisdiction.

16.2 In exercising that power, the Tribunal shall consider the totality of the evidence assessed under these Rules and any legal effect assigned by applicable law to the formal ownership, title, designation, control, registration, or record relied upon.

16.3 The Tribunal may determine a discrete ownership, beneficial-interest, nominee, fiduciary, authority, or control issue as a preliminary question under Article 43 of the TAC Arbitration Rules where early determination is reasonably likely to reduce the issues, evidence, cost, or duration of the arbitration.

16.4 Summary dismissal should not be used where a full assessment of contested facts, credibility, financial flows, or structural evidence is reasonably required.

Article 17 – Entry into Force and Relationship with the TAC Arbitration Rules

17.1 These Supplementary Rules enter into force on 1 August 2026.

17.2 These Supplementary Rules apply only where the parties have expressly agreed to their application in accordance with Article 69 of the TAC Arbitration Rules.

17.3 When applicable, these Supplementary Rules shall apply in conjunction with the TAC Arbitration Rules and shall prevail over them to the extent of any inconsistency, subject to the arbitration agreement and applicable mandatory law.

17.4 The version of these Supplementary Rules in force on the date of commencement of the arbitration shall apply throughout the arbitration. A later revision shall not apply.

17.5 A superseded version of these Supplementary Rules may not be selected for an arbitration commenced after that version ceased to be in force. If the arbitration agreement expressly requires a superseded version, the Centre shall decline to administer the arbitration unless the parties amend that requirement.