

Ticino Arbitration Centre

INVESTOR-STATE DISPUTES

SUPPLEMENTARY RULES

Effective: 1 December 2026

PREAMBLE.....2
Article 1 – Scope of Application and Consent.....2
Article 2 – Initial Investment and Consent Disclosure.....3
Article 3 – Core Procedural Approach.....4
Article 4 – Commencement, Initial Notification, and Response.....4
Article 5 – Constitution, Nationality, and Availability of the Tribunal.....7
Article 6 – Procedural Regime and Initial Organisation.....9
Article 7 – Mandatory Timetable, Extensions, and Reporting.....11
Article 8 – Active Case Administration and Procedural Oversight.....12
Article 9 – Preliminary Objections, Bifurcation, and Targeted Continuation.....13
Article 10 – Evidence, Public Authority Records, and Protected Information.....14
Article 11 – Experts and Verification of Quantum.....16
Article 12 – Related Proceedings, Counterclaims, and Recovery.....16
Article 13 – Interim Measures and Emergency Arbitrator.....17
Article 14 – Confidentiality, Transparency, and Treaty-Party Participation.....18
Article 15 – Remedies, Interest, and Performance.....19
Article 16 – Limited Enhanced Scrutiny of Awards.....19
Article 17 – Fees and Costs.....21
Article 18 – Safeguards, Mandatory Law, and Improper Influence.....21
Article 19 – Entry into Force and Relationship with the TAC Arbitration Rules.....22

PREAMBLE

These Supplementary Rules set out specific procedural, evidentiary, and administrative adaptations applicable, where expressly agreed, to investment disputes involving a State or a public entity. They provide for a structured and adaptable procedural timetable, verification of economic evidence, and limited enhanced scrutiny of Awards.

These Rules distinguish the State or public entity that is a party from an organ or other person whose conduct is alleged to be attributable to that party. They do not create consent to arbitration, define substantive investment protection, confer public powers, or establish the legal capacity or liability of a person merely because that person falls within a description used in these Rules.

These Rules provide for active institutional administration and procedural accountability while preserving the Tribunal's independent adjudicative authority. Institutional oversight of procedural performance shall not permit the Centre to direct the Tribunal's findings, reasoning, or determination of the dispute.

Article 1 – Scope of Application and Consent

1.1 These Supplementary Rules apply in accordance with Article 69 of the TAC Arbitration Rules only where their application has been expressly agreed and the dispute arises out of or relates to an investment between a natural or juridical person and a State or public entity. A reference to TAC or to the TAC Arbitration Rules alone does not constitute agreement to apply these Supplementary Rules.

1.2 For procedural purposes, a public entity may include a constituent State, province, region, municipality, or other territorial subdivision; a ministry, department, agency, regulatory authority, or other public body; or a State-owned or State-controlled entity. Its capacity to be a party, authority to consent to arbitration, and status under the instrument of consent shall be determined under applicable law. A public organ shall not be treated as a separate party merely because it is identified in a submission or its conduct is alleged to be attributable to a State.

1.3 The instrument of consent may be an investment treaty, legislation, an investment or other investment-related agreement, or a subsequent agreement to arbitrate. Where consent is alleged to arise from an offer in one instrument and acceptance in another, the party relying on that consent shall identify both instruments and their asserted legal effect. A general public-law grievance or a person's nationality does not, by itself, establish an investment claim under these Rules.

1.4 The terms investor, investment, and public entity describe the asserted dispute for procedural purposes only. The applicable instrument and law determine protected status, nationality requirements, arbitrability, jurisdiction, and admissibility. These Rules impose no independent substantive definition of a protected investment and do not dispense with any applicable restriction or condition of consent.

1.5 Attribution of conduct, ownership, control, representation, and status as a party are distinct questions. Attribution of an organ's conduct to a State does not by itself bind the organ separately to arbitration; State ownership or control of an entity does not by itself bind the State or establish attribution.

1.6 Where other TAC Supplementary Rules have also been expressly agreed, they apply within their respective subject matter in accordance with Article 69 of the TAC Arbitration Rules. Subject to an expressly agreed order of precedence, these Rules govern investment-specific questions concerning consent, initial notification, the procedural regime, constitution of the Tribunal, express agreement to emergency arbitration, transparency, institutional reporting, scrutiny, and applicable versions. They do not make any other Supplementary Rules applicable.

1.7 An arbitration under these Rules is a TAC arbitration. It is not an arbitration under the ICSID Convention or the ICSID Additional Facility, and no special recognition or enforcement regime is conferred by these Rules.

1.8 Where an external procedural instrument applies under the instrument of consent, the parties' agreement, or applicable mandatory law, the Centre and the Tribunal shall perform the functions assigned to them under the applicable framework within their respective competence. A function expressly entrusted to another body shall not be transferred to the Centre or Tribunal by these Rules. A reference to an external instrument shall not, by itself, make that instrument applicable. The Centre may decline to administer an arbitration if it considers that a procedural arrangement agreed by the parties or required by the applicable instrument of consent would materially impair the exercise of an institutional function assigned to the Centre under these Supplementary Rules. Before deciding whether to accept administration, the Centre may invite the parties to agree on a compatible arrangement to the extent permitted by the applicable instrument of consent and mandatory law.

Article 2 – Initial Investment and Consent Disclosure

2.1 In addition to the information required by Article 6.4 of the TAC Arbitration Rules, the Request shall identify, to the extent relevant and reasonably available, the investment, its legal holder and asserted beneficial ownership or control, the challenged measures, the person or body responsible for each measure, the respondent against which relief is sought, and the connection between each measure, alleged breach, and claimed loss.

2.2 The Request shall include or identify:

- **(a)** each instrument relied upon for consent, its relevant provisions, applicable dates, and any temporal or other limitation relied upon, including, where relevant, amendments, termination, withdrawal, provisions preserving protection after termination, agreements between particular treaty parties, and interpretative instruments or declarations, together with the legal effect asserted for each;
- **(b)** the act and date alleged to constitute acceptance, the express selection of these Supplementary Rules, and any separately agreed emergency-arbitrator provisions;
- **(c)** the investor's asserted nationality or nationalities at the relevant dates, the basis for the claimed protection, and material ownership, control, or restructuring information;
- **(d)** relevant notices, consultations, waiting periods, waivers, election-of-forum provisions, or other conditions for submission, together with the requesting party's position on their fulfilment;
- **(e)** the capacity and authority of any public entity sued separately, and the authority of the representatives making the Request;
- **(f)** any recipient, address, or notification method prescribed by the instrument of consent or applicable law, and available official contact details and the sources relied upon; and
- **(g)** any applicable transparency requirements, related proceedings, funding disclosures, or material restriction affecting administration or participation.

2.3 A party shall distinguish documented facts and dates from disputed characterisations and information not reasonably available to it. It shall explain any material gap and identify reasonably available means of clarification. The absence of a document from that party's possession shall not, by itself, establish a lack of consent.

2.4 Each party shall provide a concise chronology of the investment and the measures in dispute and, where material, a chart of the relevant ownership or control structure. For a digital or technologically distributed investment, the description may identify the relevant rights, systems, infrastructure, legal holders, and territorial connections. A technical or economic connection alone does not establish treaty protection.

2.5 Before constitution of the Tribunal, the Centre may require completion of information needed for administration. After constitution, the Tribunal shall determine evidentiary requirements. The Registry shall organise the submitted materials without determining attribution, protected status, credibility, or jurisdiction. Commencement and prima facie review remain governed by Articles 6 and 9 of the TAC Arbitration Rules.

2.6 The other party shall identify material disagreements in its Response so far as reasonably possible. Relevant changes shall be notified under Article 37 of the TAC Arbitration Rules. Information already supplied need not be duplicated; a precise reference to the record is sufficient.

2.7 Where a funder disclosed under Article 36.1 of the TAC Arbitration Rules is a juridical person, the party shall also disclose the identities of the persons or entities that ultimately control the funder and those with authority to decide whether to provide, continue, or withdraw funding for the particular dispute. The information shall accompany the disclosure required by that Article, without a separate request under Article 36.3 of those Rules, and shall be updated without delay if it materially changes. Passive investors need not be identified solely by reason of their investment, without prejudice to targeted disclosure under Article 36.3 of the TAC Arbitration Rules where reasonably necessary. This paragraph does not require automatic disclosure of the funding agreement.

Article 3 – Core Procedural Approach

3.1 The Tribunal shall distinguish questions of consent and jurisdiction, admissibility, applicable substantive obligations, attribution, breach, causation, valuation, and relief. It shall organise the proceedings around the questions necessary to decide the dispute rather than require every possible procedural phase as a matter of course.

3.2 Article 49 of the TAC Arbitration Rules applies. For a treaty-based claim, the Tribunal shall identify and apply the relevant treaty provisions and applicable rules of law, including relevant international law. Contract terms and trade usages are considered only to the extent relevant; they do not replace the law governing a treaty claim.

3.3 The Tribunal may require a concise statement of the legal and factual propositions on which a claim or defence depends and the evidence relied upon to establish them. It may distinguish agreed facts from disputed propositions, identify the relationship between issues, and preserve work already completed when the procedure changes. Such organisation shall not predetermine the merits or require a party to abandon a good-faith position.

3.4 The public or regulatory purpose of a measure, and its alleged effects on the investment, shall be examined under the applicable legal standard. These Rules create neither a presumption against a regulatory measure nor an independent public-interest defence.

3.5 The Centre retains the powers expressly reserved to it, and the Tribunal retains responsibility for adjudication. Administrative assessments, valuations for fee purposes, and timetable monitoring shall not create jurisdiction or bind the Tribunal's findings on jurisdiction or the merits.

Article 4 – Commencement, Initial Notification, and Response

4.1 Commencement is determined under Article 6.2 of the TAC Arbitration Rules. Commencement, initial notification, and compliance with any notice or time-bar requirement under the instrument of consent are distinct matters. Confirmation by the Registry does not determine the effect of commencement on a limitation period under Article 7.2 of the TAC Arbitration Rules.

4.2 Within five (5) Business Days after the Registry has received both the minimum Request material and the payment required for commencement under Article 6.2 of the TAC Arbitration Rules, it shall complete its initial administrative review and initiate notification, or identify the outstanding

information or lawful restriction preventing that step. That period applies to the initial review and initiation of notification, not to completion of service where this depends on requirements or actions beyond the Centre's control.

4.3 Initial notification of the Request to a State or public entity shall comply with any applicable requirements of the instrument of consent and mandatory law. In the absence of a prescribed method or recipient, the Registry shall use a reasonable and documented means of notification directed to an officially designated address or an appropriate public authority of the respondent. A person's or body's prior involvement in the underlying investment does not, by itself, make its address an appropriate address for initial notification.

4.4 Notification may be effected by electronic, physical, or other appropriate means, subject to Article 4.3. The initial notice shall identify the Centre, the parties, and the case reference; briefly identify the instrument of consent relied upon and the relevant legal relationship, the general nature of the dispute, and the category of relief sought, without reproducing contractual provisions or disclosing claim amounts, evidence, or unnecessary confidential information; state the applicable Response period, explain how its expiry date is determined, and state the consequences of failing to complete identification or registration; and explain how access to the Request and supporting documents may be obtained through the platform. Subject to Article 4.3, the Request and supporting documents shall be made available through the platform following the required identification and registration, unless the Centre gives prior written authorisation for a limited alternative method in accordance with Article 4.7 and the applicable TAC Arbitration Rules. The Registry may use more than one notification channel where reasonably necessary. Failure or refusal to acknowledge or act upon a duly effected notice, including failure or refusal to complete identification or registration, shall not, by itself, suspend or restart the Response period or prevent the arbitration from proceeding. Where the instrument of consent or applicable mandatory law makes delivery of the Request or supporting documents by a specified method a condition of effective initial notification or of commencement of the Response period, that notification shall not take effect, or that period shall not begin, as the case may be, until the condition has been satisfied under the applicable legal regime. The Centre shall give the prior written authorisation required by Article 4.7 for that method where it can lawfully be reconciled with administration under the applicable governing framework. Where the requirement cannot be reconciled with administration, the Centre shall seek an agreed lawful arrangement or determine the consequences for administration under that framework; it shall not treat a short initial notice as satisfying the unmet condition. An asserted legal or institutional impediment to registration shall not, by itself, require the Centre to authorise alternative service.

4.5 Unless the instrument of consent or mandatory law prescribes otherwise, initial notification takes effect upon documented delivery to the official address or channel used in accordance with Articles 4.3 and 4.4, without proof of actual reading or acknowledgement. A documented refusal of delivery shall have that effect to the extent permitted by the applicable legal regime. The refusal shall relate to a documented attempt at delivery through that official address or channel and shall be attributable to the respondent under that regime. Unsupported dispatch, unsuccessful transmission, or delivery to an incorrect address shall not, by itself, establish effective notification or refusal. The creation of a platform account or the upload of documents shall not, by itself, establish initial notification under this Article. The Centre shall determine the notification date for administrative purposes on the available evidence and communicate that date and the resulting deadline for the Response. Those dates govern the administrative timetable until duly amended. A duplicate notification shall not restart a period already running unless required by applicable law or a corrective direction. Articles 4.3–4.6 qualify Articles 24.3–24.6 and, where applicable under the governing edition of the TAC Arbitration Rules, Article 24.12 of those Rules, solely in relation to initial notification.

4.6 The Registry shall record the method of notification, the address or communication channel used, the initial notice and any documents transmitted or made available through the platform, the relevant dates, and the available evidence of transmission or delivery. It shall also record, where available, the official source or designation relied upon in selecting that address or channel. An omission or inaccuracy in that administrative record shall not, by itself, invalidate notification otherwise duly effected under this Article. The Registry shall not investigate the identity or internal authorisation of individual recipients, or the allocation of responsibilities within the respondent's administration, except to the extent necessary to comply with an express requirement of the instrument of consent or applicable mandatory law. An allegation concerning the respondent's internal handling of the notification shall not, by itself, require renewed notification or prevent administration from continuing. After constitution, the Tribunal shall determine disputed legal effects of notification and any necessary corrective measure, including renewed notification or an adjustment of time. It shall have regard to equality, the right to be heard, good-faith reliance on the communicated timetable, and applicable law. A correction shall not, by itself, invalidate prior procedural steps.

4.7 Articles 24–26 of the applicable TAC Arbitration Rules govern communications and service throughout the arbitration, subject to the qualifications in these Supplementary Rules. Article 24.12 of the TAC Arbitration Rules shall apply where it forms part of the applicable edition, subject to Articles 4.3–4.6, 4.9, and 4.10 of these Supplementary Rules. Article 24.12(g) shall not, by itself, require the Centre to set a deadline for the first defence on the merits before constitution. Any such deadline shall be fixed in accordance with Articles 4.9 and 4.10. A direction fixing that deadline shall preserve a reasonable opportunity to obtain access and present the defence and shall not impose a previously uncommunicated or retrospective deadline. Pending the granting of platform access, the Registry shall take appropriate documented steps to communicate material procedural notices necessary to preserve the respondent's opportunity to participate. Every departure from standard service through the platform shall require the Centre's prior written authorisation under the applicable TAC Arbitration Rules. The authorisation shall identify the documents or defined categories of documents, recipients, method, and procedural scope covered. Any step outside that scope, including a change or extension of an authorised method, shall require fresh prior written authorisation by the Centre. The Tribunal may request such authorisation and give related procedural directions, but shall not itself authorise a departure from platform service. Communication of a notice outside the platform as expressly permitted under the applicable Rules shall not, by itself, constitute alternative service of an underlying procedural document. Articles 4.3–4.6 apply correspondingly to initial notification of a proposed additional party that is a State or public entity, without automatically applying the Response period in Article 4.8 or displacing the procedural requirements of Article 14 of the TAC Arbitration Rules. The respondent shall designate and maintain its procedural contact details.

4.8 In place of Article 8.1 of the TAC Arbitration Rules, each respondent shall have forty-five (45) days to submit its Response, subject to adjustment under Article 3 of the TAC Arbitration Rules. For a respondent that is a State or public entity, the period runs from the effective date of initial notification under Articles 4.3–4.6. For any other respondent, the period runs from service of the Request on that respondent under Article 24 of the TAC Arbitration Rules or, where Article 24.12 of those Rules applies, from the effective date of the initial notice to that respondent under that provision. The Response is an initial statement of position and does not, by itself, constitute the full defence on the merits.

4.9 The following provisions apply in place of the jurisdictional-objection timing requirements in Articles 8.2(c) and 8.3 of the TAC Arbitration Rules and govern the application of Articles 9.5 and 62.2 of those Rules:

(a) The Response shall identify jurisdictional objections then known, so far as they can reasonably be identified. Early notification is required but is distinct from presentation of the full grounds and supporting material.

(b) The full grounds and supporting material shall be presented no later than the submission of the first defence on the merits of the relevant claim or the expiry of the time limit for that defence, whichever occurs first, subject to any earlier time required by applicable law. For a counterclaim, the corresponding step is the first defence on the merits of that counterclaim.

(c) Procedural Order No. 1 shall identify the step that constitutes the first defence on the merits and its deadline. Where a relevant claim is introduced later, a subsequent procedural order shall do so. A separate submission on jurisdiction or an application under Article 9 is not, by itself, a defence on the merits.

(d) If the procedural order does not identify that step, the first duly scheduled submission constituting a defence on the merits of the relevant claim shall be treated as that step. If none has been scheduled, the Tribunal shall promptly identify the step and fix its time limit after consulting the parties. No uncommunicated or retrospective deadline shall arise solely from that omission. Known objections remain subject to the duty of prompt notification. The Centre may require completion of the procedural order under Article 7.4 but shall not itself fix a preclusive time limit after constitution. Any earlier requirement of applicable law remains unaffected.

(e) Article 9.5 of the TAC Arbitration Rules shall apply by reference to the special deadline under Articles 4.9(b)–4.9(d), and only to the extent permitted by applicable law, not merely because an objection was omitted from the Response. A ground that arises or becomes reasonably known later shall be raised promptly. The Tribunal may admit another justified late objection where legally permitted.

(f) These Rules do not cure an absence of consent through silence or administrative default. Any waiver or additional consent shall be determined under applicable law and shall not be presumed solely from an omission in the Response.

4.10 The default time limits in Articles 6.6, 45.4(a), and 45.4(b) of the TAC Arbitration Rules shall not apply under these Supplementary Rules, including where the Expedited Procedure has been expressly selected. Before constitution, the Centre may set an appropriate timetable after an opportunity for comments; thereafter the Tribunal shall do so. A Request designated as a Statement of Claim shall not, by itself, activate the fifteen-day defence period in Article 45.4(b) of the TAC Arbitration Rules. In the Expedited Procedure, Article 45.4(c) of the TAC Arbitration Rules remains applicable. Non-participation remains subject to Articles 9.6 and 44 of the TAC Arbitration Rules.

Article 5 – Constitution, Nationality, and Availability of the Tribunal

5.1 In place of the default in Articles 16.2 and 45.3 of the TAC Arbitration Rules, the Tribunal shall consist of three arbitrators unless the parties have expressly agreed otherwise. An agreement to a sole arbitrator shall be respected. The number of arbitrators shall be determined independently of the procedural regime.

5.2 Article 17 of the TAC Arbitration Rules governs nomination, appointment, and confirmation. Every nomination remains subject to confirmation by the Centre. An arbitrator selected through an external appointing mechanism shall also require confirmation by the Centre. Selection shall have regard to the legal, public-law, economic, or technical expertise actually required by the dispute, independence, impartiality, and sufficient availability; public status or claim value alone does not establish suitability. Confirmation shall apply the requirements and criteria under Article 17 of the TAC Arbitration Rules

and these Supplementary Rules, subject to the applicable governing framework. It shall not transfer to the Centre a function expressly entrusted to another body under Article 1.8. Where confirmation by the Centre cannot lawfully be reconciled with an applicable external appointing mechanism, the Centre may decline administration at the outset or seek an agreed lawful arrangement. After accepting administration, it shall seek such an arrangement. If no lawful basis for administration can be established, the Centre shall decline to administer or continue administering the arbitration, subject to any applicable continuity provisions. It shall not unilaterally dispense with confirmation or substitute its own appointing mechanism. If the Centre declines to confirm a candidate selected through an external appointing mechanism, the selection of another candidate shall proceed under that mechanism and any applicable replacement or fallback provisions. The powers under Articles 17.6 and 20.3 of the TAC Arbitration Rules shall not, by themselves, authorise the Centre to displace that external mechanism. A replacement or fallback appointment power specifically entrusted to the Centre under the applicable governing framework remains available. The special procedure for replacement under Articles 5.11 and 5.12 applies subject to Article 1.8.

5.3 Unless all parties expressly agree otherwise, the sole or presiding arbitrator shall not possess the nationality of a State party, of the State to which a public-entity party belongs, or of a State whose nationality an investor party relies upon under the instrument of consent. In a non-treaty dispute, the relevant nationality of an investor is its nationality under applicable law; for a juridical person, the Centre shall identify the relevant incorporation or other legally applicable nationality criterion for appointment purposes.

5.4 Every nationality of an individual shall be disclosed and counted for Article 5.3. Relevant multiple nationalities of an investor shall also be disclosed. Nationalities of shareholders, directors, or controllers shall not automatically be treated as those of an investor that is a juridical person unless required by the instrument of consent or applicable law. Relevant ownership and control connections remain subject to conflict disclosure.

5.5 A determination of nationality by the Centre for appointment purposes shall not bind the Tribunal on jurisdiction or protected status. Where nationality is disputed, the Centre shall give the parties an opportunity to comment and apply Article 5.3 on a reasoned prima facie basis without determining the merits. Stricter requirements of the instrument of consent or mandatory law prevail. An exception to Article 5.3 requires the express agreement of all parties and does not dispense with the requirements of independence or confirmation.

5.6 Article 5.3 does not impose a nationality restriction on co-arbitrators. All arbitrators, including party-nominated arbitrators, shall remain independent and impartial and shall not act as representatives of the nominating party.

5.7 Under Article 18 of the TAC Arbitration Rules, proposed arbitrators shall disclose material availability constraints. Following consultation on the timetable, the Tribunal shall identify practicable periods for the principal hearing and preparation of its decisions and promptly disclose a material change affecting diligent performance. Disclosure of the substance of another arbitration or of confidential deliberations is not required.

5.8 A person shall not accept or continue an appointment as arbitrator under these Rules while concurrently acting as counsel or an expert witness in another proceeding concerning the same measure, or in which a disputing party or a related person or entity is a party. An exception requires full disclosure and the express agreement of all disputing parties, to the extent permitted by the applicable governing framework. For this paragraph, a person or entity is related to a disputing party where it directly or indirectly controls, is controlled by, or is under common control with that party. A State and its organs or constituent subdivisions are treated as related for this purpose. Common nationality,

activity in the same sector, or use of the same legal representative does not, by itself, establish such a relationship.

5.9 Before confirmation or appointment, a proposed arbitrator shall disclose any concurrent role as counsel or an expert witness in another proceeding concerning the same provisions of the same instrument of consent. The proposed arbitrator shall also disclose appointments as arbitrator during the preceding five (5) years resulting from a nomination or proposal by a disputing party, its representative, or that representative's law firm. Disclosure shall be made to the Centre and the parties and shall identify the relevant role, connection, source of nomination or proposal, and dates without disclosing privileged material or unnecessary confidential details of another proceeding. Material changes shall be disclosed without delay.

5.10 Disclosure under Article 5.9 does not establish that a role or appointment is compatible with independence or impartiality. Neither disclosure nor the parties' agreement requires the Centre to confirm an appointment. Articles 5.8 and 5.9 do not limit the continuing duty of disclosure under Article 18 of the TAC Arbitration Rules, including relevant circumstances predating the five-year period, or displace a stricter applicable requirement.

5.11 The Centre may initiate an expedited replacement procedure on its own initiative or at the request of a party where specific facts indicate that corruption or the use of material contrary to an applicable legal prohibition may have compromised the integrity of the Tribunal. A party's request for removal is subject to Articles 19.1, 19.2, 19.5, and 19.6 of the TAC Arbitration Rules. The request shall be made in writing, state the facts and grounds relied upon, and be accompanied by the Challenge Fee specified in the Schedule of Fees. The fee shall be refunded if the request is upheld. A person may report facts to the Centre without requesting removal and without paying a fee. The Centre shall decide whether to initiate proceedings on its own initiative in light of that information. A late report does not revive a waived challenge but may bring facts to the Centre's attention for the independent exercise of its own power. Before deciding, the Centre shall give the parties, the arbitrator concerned, and the other members of the Tribunal notice of the substance of the grounds and a reasonable opportunity to comment within an expedited timetable. The Centre may remove an arbitrator only if specific and reliable evidence establishes to a high degree of confidence that the conduct has compromised that arbitrator's ability to continue independently and impartially. It may replace the entire Tribunal only if the same standard is met in respect of the Tribunal as a whole. Disagreement with an evidentiary ruling is insufficient. Notwithstanding Article 4.3 of the TAC Arbitration Rules, the Centre shall give the parties and the arbitrator or arbitrators concerned concise written reasons for a decision to remove an arbitrator under this Article. Where the Centre replaces the entire Tribunal, the reasons shall explain why the grounds for removal affect the Tribunal as a whole. The Centre may withhold protected information in accordance with applicable law and, in the case of information concerning its compliance assessment, Article 5.7 of the TAC Arbitration Rules. In that event, it shall communicate the substance of the grounds to the extent lawfully possible.

5.12 Where the instrument of consent and applicable mandatory law permit, the Centre alone shall appoint each replacement under Article 5.11, including where the original appointment was made by a party or an external appointing authority. An arbitrator removed under that Article shall be ineligible for reappointment in the same arbitration. The Centre shall notify the parties of each appointment. After inviting the parties to comment, the reconstituted Tribunal shall decide which prior steps, if any, must be repeated to give each party a fair opportunity to present its case.

Article 6 – Procedural Regime and Initial Organisation

6.1 Notwithstanding Article 45.1 of the TAC Arbitration Rules and any inconsistent default in another applicable set of TAC Supplementary Rules, the standard procedure applies unless the parties have

expressly selected the Expedited Procedure or the Centre directs a prospective conversion under this Article.

6.2 The Centre shall record the initial procedural regime at the earliest practicable stage, ordinarily before constitution. Where it is disputed or unclear whether the parties have expressly selected the Expedited Procedure, the Centre shall give them a reasonable opportunity to comment before determining that question. The Registry shall obtain the parties' proposals; any determination of the regime is made by the Centre, which may act through the Registry under Article 4.1 of the TAC Arbitration Rules. The Tribunal shall determine the sequence of proceedings, the taking of evidence, and the procedural timetable within that regime.

6.3 After constitution, the Centre may, on its own initiative or following a reasoned proposal from the Tribunal, direct conversion to the Expedited Procedure where substantial or unjustified delay has occurred and conversion is reasonably capable of improving the conduct of the remaining proceedings. The parties and the Tribunal shall first have a reasonable opportunity to comment. The Centre shall consider the causes of delay, the remaining work, feasibility, less disruptive measures, and equality of the parties, and shall give concise reasons.

6.4 Express selection of these Supplementary Rules includes the institutional power in Article 6.3; no further agreement is required for its exercise. An express agreement excluding that power, a restriction in the instrument of consent, or mandatory law shall prevail. Conversion shall not be used to penalise a good-faith jurisdictional objection or to dictate a substantive result.

6.5 Conversion shall operate prospectively. It shall not change the agreed or constituted Tribunal, invalidate completed steps, impose deadlines that have already expired, or remove a reasonable opportunity to present a case. After consulting the Tribunal, the Centre shall set an appropriate prospective target date for submission of the draft final Award in place of the period calculated from constitution under Article 45.7 of the TAC Arbitration Rules. The Tribunal shall establish the remaining timetable in accordance with Articles 6.6–6.8, without reinstating the default time limits excluded by Article 4.10.

6.6 Where the Expedited Procedure applies when Procedural Order No. 1 is issued, the Tribunal shall include the arrangements required by Article 6.8 in that Order within the period prescribed by Article 7.1. No period for performance by the Tribunal under this Article shall begin before the case has been transmitted to it.

6.7 Where the Expedited Procedure becomes applicable after Procedural Order No. 1 has been issued, whether by express selection or by a direction under Article 6.3, the Tribunal shall, after consulting the parties, issue an updated procedural order within seven (7) days after notification of that selection or direction to the Tribunal. A justified adjustment remains possible under Article 3.5 of the TAC Arbitration Rules.

6.8 The Tribunal shall consider specific measures to avoid unnecessary work and record in the applicable procedural order the measures adopted, the remaining steps, their sequence, and their dates or objectively ascertainable triggering events. Where appropriate, it shall consider shorter intervals, combined or parallel steps, limits on further submissions, and omission of unnecessary steps. The measures adopted shall be suited to the remaining issues and preserve the parties' reasonable opportunity to present their cases. Designation of the procedure as expedited does not require any particular measure or guarantee a reduction in duration.

6.9 The first sentence of Article 45.5 of the TAC Arbitration Rules shall not apply under these Supplementary Rules. The need, form, and scope of a hearing remain governed by Articles 27 and 30 of the TAC Arbitration Rules. Selection of or conversion to the Expedited Procedure shall not, by itself, cancel a scheduled hearing or dispense with a reasonably necessary hearing. Any subsequent change

shall be determined by the Tribunal after an appropriate opportunity for comments and with any reasons required by Article 30 of the TAC Arbitration Rules.

6.10 Where the Expedited Procedure ceases to be appropriate, the Tribunal may, after consulting the parties, invite a determination under Article 45.2 of the TAC Arbitration Rules. Urgent protection of procedural fairness remains within the Tribunal's competence pending that determination. An application under Article 9 of these Supplementary Rules remains available in either regime; it shall not automatically create another phase or displace the expedited timetable.

Article 7 – Mandatory Timetable, Extensions, and Reporting

7.1 Within fifteen (15) days after the Registry transmits the case to the constituted Tribunal, the Tribunal shall conduct the conference or written process required by Article 29.1 of the TAC Arbitration Rules and issue Procedural Order No. 1 after consulting the parties.

7.2 The Order shall contain, to the extent then foreseeable:

- **(a)** an issue map distinguishing consent and other preliminary issues, merits, causation, and quantum;
- **(b)** the dates or objectively ascertainable triggering events for principal submissions, evidence, expert work, and responses, including the first defence on the merits and its deadline under Article 4.9;
- **(c)** the treatment and timetable of any proposed preliminary phase and the work that may continue alongside it;
- **(d)** the scope and necessity of document production, expert conferences, and any hearing, with dates or reserved periods;
- **(e)** any authorised post-hearing or costs submissions, the expected point of closure, and a planned date for the draft final Award;
- **(f)** the procedure for extension requests and material timetable changes, including their effect on subsequent steps and the reporting required; and
- **(g)** applicable confidentiality, transparency, access, and notification arrangements.

7.3 Where an element cannot reasonably be fixed, Procedural Order No. 1 shall state the reason, identify the relevant triggering event or outstanding decision, and specify when the element will be determined. The later stages shall not be left indefinitely unspecified. The timetable shall distinguish binding procedural deadlines, adjustable target dates, and dates contingent on an identified event.

7.4 The Registry shall check the completeness of Procedural Order No. 1 and material updates without reviewing the Tribunal's procedural choices. Where a required element is missing, the Centre may direct the Tribunal to supply it or provide the explanation required by Article 7.3 within seven (7) days after communication of the direction, subject to a justified adjustment. This limited administrative power does not authorise the Centre to prescribe the content of an evidentiary or adjudicative determination.

7.5 Extensions are governed by the allocation of competence in Article 3.5 of the TAC Arbitration Rules. A request shall ordinarily be made before expiry and shall state the reason, the additional time sought, the effect on the timetable, and available alternatives. It does not automatically suspend the existing time limit. The competent decision-maker shall allow an appropriate opportunity to comment, subject to any necessary temporary direction in an urgent case. In deciding the request, it shall consider previous extensions, their cumulative effect, and proportionate alternatives. A justified retrospective adjustment remains possible where legally permitted.

7.6 The Tribunal shall communicate material extensions and their cumulative effect to the Centre, with concise reasons and an updated timetable. Minor changes need not be reported separately unless their

cumulative effect becomes material. An agreement between the parties shall not itself alter a time limit entrusted to the Tribunal or Centre unless the competent decision-maker gives effect to it.

7.7 The Tribunal shall notify the Centre and the parties as soon as it is reasonably foreseeable that a material deadline or target date will not be met. If such a date is missed without prior notice, the Tribunal shall provide a status report, an explanation that does not disclose deliberations, and a proposed new date within three (3) Business Days after expiry of the applicable period. Any justified inability to report within that period shall be explained promptly. This obligation is independent of monitoring by the Registry.

7.8 The target periods calculated from constitution under Articles 45.7 and 51.8 of the TAC Arbitration Rules remain subject to Article 6.5 and extension by the Centre. When preparing Procedural Order No. 1, including where the Expedited Procedure was selected at the outset, the Tribunal shall assess whether its timetable permits compliance with the applicable target. If not, it shall promptly request an extension, and the Centre shall determine the request as early as practicable, ordinarily before the existing period expires. This obligation continues throughout the arbitration. The Tribunal shall promptly request an extension whenever it becomes apparent that the applicable target cannot be met. The Tribunal shall also specify a practicable target for preparation of the draft Award measured from the final authorised submission relevant to that Award or another identified completion event, consistent with the period determined by the Centre. Unsolicited or repetitive material shall not automatically restart that period.

7.9 The Tribunal shall keep the timetable current, preserve work already completed when the procedure changes, and review the organisation of a phase where a material development changes its expected benefit. Failure to meet a target date does not, by itself, terminate the Tribunal's authority, invalidate a decision, or establish misconduct. Substantial unexplained departures shall be addressed under Article 8.

7.10 Time limits under these Rules shall be calculated in accordance with Article 3 of the TAC Arbitration Rules. Each time limit fixed by the Centre or Tribunal shall have an ascertainable commencement and expiry. Where a period is triggered by a communication, it runs from the date on which that communication takes effect under the applicable Rules, unless otherwise provided. A direction varying or suspending a time limit shall identify the affected steps and revised expiry dates or objectively ascertainable triggering events, and any condition for resumption or review.

7.11 Unsolicited, repetitive, or late material shall not, by its submission alone, reopen a procedural phase, extend a time limit, or require a further exchange. The Tribunal shall determine its admissibility and whether any additional opportunity to respond is necessary for the fair determination of the dispute.

Article 8 – Active Case Administration and Procedural Oversight

8.1 The Registry shall monitor the timetable and official record on its own initiative, including outstanding decisions, missing mandatory organisational elements, repeated extensions, and institutional steps necessary to complete the arbitration. Monitoring does not depend on a communication from a party or a report from the Tribunal. An indication that a step is overdue does not itself establish breach or fault.

8.2 The Registry may request clarification of the administrative status of a matter, record the response, and promptly refer any material unresolved departure to the Centre. In performing those monitoring functions, it shall not independently vary procedural time limits, determine the sufficiency of evidence, or impose consequences on a party or arbitrator. This does not restrict the Registry from acting on behalf of the Centre under Article 4.1 of the TAC Arbitration Rules or implementing a decision made by the competent decision-maker.

8.3 The Centre shall examine substantial unexplained inactivity and is expressly empowered, including after constitution of the Tribunal, to require a status report, a practicable plan for completion, performance of a mandatory organisational duty, or administrative information necessary to verify compliance. These limited powers are expressly reserved to the Centre for the purposes of Article 64.4 of the TAC Arbitration Rules and may be exercised before expiry of the period for submission of the draft Award as well as under Article 51.9 of those Rules. They do not authorise the Centre to decide a pending application on its merits, determine the necessary scope of evidence, or alter the allocation of competence under Article 3.5 of the TAC Arbitration Rules. Obstruction by a party or its representative may be addressed by the Tribunal under Article 40 of the TAC Arbitration Rules, without prejudice to administrative powers expressly reserved to the Centre.

8.4 Within five (5) Business Days after receipt of a sufficiently specific communication concerning material administrative inactivity, the Registry shall register and refer it to the competent institutional function and provide a response addressing its administrative substance, or identify the next step and the expected response date. Acknowledgement alone is insufficient. The response may explain a lawful restriction, the Tribunal's competence, a necessary verification, or the absence of grounds for intervention. A repeated communication raising no material new circumstance may be answered by a concise reference to the previous response.

8.5 This Article creates no separate complaint procedure, external review mechanism, automatic stay, or automatic fee credit. Failure by the Centre or Registry to comply with an administrative time limit under these Rules shall not, by itself, invalidate a procedural act or an Award. It shall not discharge an outstanding obligation or preclude appropriate corrective measures. Liability remains governed by Article 61.1 of the TAC Arbitration Rules, subject to applicable mandatory law.

8.6 Unjustified failure by an arbitrator to perform a required duty or respond to a lawful institutional direction may be considered under Articles 20, 51.9, and 55 of the TAC Arbitration Rules. The Centre shall distinguish delay attributable to the parties, an individual arbitrator, the Tribunal collectively, or an objective obstacle. Before a material adverse measure it shall afford the applicable opportunity to comment, including that required by Article 20.2 of the TAC Arbitration Rules. Necessary temporary action and prompt subsequent comments remain governed by that provision.

8.7 A decision to remove an arbitrator for non-performance, or a material direction under this Article affecting the constitution of the Tribunal or its ability to perform its adjudicative functions, shall state concise reasons, notwithstanding Article 4.3 of the TAC Arbitration Rules. Before reducing an arbitrator's fee for alleged individual non-performance, the Centre shall identify the conduct concerned and give that arbitrator an opportunity to respond. This does not create a general appeal from fee determinations or require publication of internal assessments.

8.8 Monitoring under this Article does not replace the parties' duties to raise objections promptly before the competent decision-maker. An administrative communication neither suspends another time limit nor constitutes a prerequisite to a remedy available under applicable law.

Article 9 – Preliminary Objections, Bifurcation, and Targeted Continuation

9.1 Article 43 of the TAC Arbitration Rules applies. Summary dismissal for a manifest deficiency, preliminary determination after appropriate evidence, and a decision on procedural sequencing are distinct. An organisational decision shall not predetermine the objection's merits or lower the applicable standard for summary dismissal.

9.2 A request for a separate preliminary phase concerning an issue already sufficiently identified and known shall ordinarily be made within fifteen (15) days after communication of Procedural Order No. 1. It may be made earlier. Where the relevant claim, ground, or necessary fact is identified later, the request shall be made promptly and ordinarily within fifteen (15) days after it is reasonably known. The

Tribunal may permit a justified later request. These periods concern separate determination of the issue, not the existence of consent or the deadline for a jurisdictional objection under Article 4.9.

9.3 The request shall identify the issue, the procedural relief sought, the work that could be avoided, any overlap in evidence, the additional work expected, and the proposed treatment of other steps. It may propose an alternative procedure under Article 43 of the TAC Arbitration Rules. The Tribunal shall give the parties an opportunity to comment before adopting a materially different procedure.

9.4 Unless a different period is necessary for fairness or urgency, the opposing party shall have ten (10) days after service of the request to respond. Further exchanges are not automatic. The Tribunal shall make every reasonable effort to decide whether to bifurcate within fifteen (15) days after all authorised responses have been received or the time limits for any outstanding responses have expired. Any necessary additional exchange shall be limited, and the revised target date for the decision shall be stated. Unsolicited submissions do not restart the period.

9.5 The Tribunal shall give concise reasons addressing the potential to dispose of the dispute or a substantial part, the likely effect on total time and cost, the overlap of facts and evidence, prejudice, and practicable alternatives. It shall not treat every jurisdictional objection as requiring a separate phase or reject separation solely because proper determination would require time.

9.6 A request does not automatically stay any step or suspend any time limit. Pending the decision, the Tribunal may make a targeted temporary direction where necessary, after an appropriate opportunity to comment or promptly followed by that opportunity in an urgent case. The direction shall identify the affected steps and time limits, the reasons, and the endpoint or review event. Other steps and time limits remain unaffected unless expressly directed otherwise. Work shall not be required merely to maintain activity where its likely usefulness is outweighed by its burden or the risk of duplication.

9.7 A decision establishing a separate phase shall specify its scope and timetable, the steps that continue or are deferred, the time limits affected, and an endpoint or review event for each material stay. A general stay requires reasons why a narrower measure would be insufficient. If separation is refused, the main timetable continues subject to any necessary limited adjustment.

9.8 The Tribunal shall review the procedural organisation if a material development undermines the expected benefit of separation. It may join unresolved issues to the merits while preserving work already completed and a reasonable opportunity to respond. A final determination shall not be reopened merely by changing the timetable.

9.9 Refusal of summary dismissal or a separate phase does not, by itself, reject the underlying objection. Repeated applications without material new circumstances may be dealt with under Article 40 of the TAC Arbitration Rules. A renewed or substantially similar application shall not require a further exchange, hearing, or timetable adjustment unless the Tribunal finds that materially new circumstances or procedural fairness justify it. Delay in deciding bifurcation entails neither deemed acceptance nor deemed rejection and creates no automatic stay. Reporting and institutional follow-up are governed by Articles 7 and 8.

Article 10 – Evidence, Public Authority Records, and Protected Information

10.1 Articles 31–32, 35, 38, and 42 of the TAC Arbitration Rules apply. The Tribunal may require a party to identify the source, date, authority, legal context, and evidentiary purpose of material State measures, public records, technical outputs, and investment records, including relevant changes over time.

10.2 A party relying on privilege, secrecy, national-security protection, or another legal restriction shall, to the extent lawfully possible, identify the material or category concerned, the legal basis, the connection relied upon to establish its applicability, and its practical effect. A bare assertion does not

determine the issue. The Tribunal shall assess the restriction under the applicable instrument and law, respecting any binding allocation of authority or protected determination under that law.

10.3 Before requiring protected material or drawing a material inference, the Tribunal shall consider lawful alternatives, including redaction, a record or description that does not disclose protected content, staged disclosure, restricted access, a confidentiality arrangement, or proportionate expert verification. Legal privilege and applicable mandatory protection shall not be displaced by these Rules.

10.4 The Tribunal shall not rely on material decisive to an adverse determination unless the affected party has had a meaningful opportunity to address it or an adequate lawful protective procedure has preserved that opportunity. If reliable testing cannot be provided, the Tribunal shall consider limiting reliance or weight rather than treating inaccessible material as conclusive.

10.5 The Tribunal may direct a party to preserve, obtain, or request material within its legal power or control. Neither public ownership nor alleged attribution alone authorises a compulsory order against a non-party. The Tribunal shall assess any non-compliance and resulting inference after notice and an opportunity to respond, in accordance with the applicable burdens of proof.

10.6 Use of analytical or AI-Assisted Tools remains subject to Article 38 of the TAC Arbitration Rules. A score, automated output, or technical classification is not itself a legal finding of nationality, consent, attribution, illegality, liability, or value. Other TAC Supplementary Rules apply only if separately selected.

10.7 Where specific grounds raise a material question concerning the provenance, authenticity, or lawfulness of the acquisition or use of material, the Tribunal may require a proportionate explanation of how, when, and from what source it was obtained. The Tribunal shall determine the scope and manner of that inquiry, the admissibility and use of the material, and any protective measures after giving the affected parties an appropriate opportunity to comment, subject to applicable law and privilege. A bare allegation shall not, by itself, require a separate evidentiary phase or a stay. The fact that material was obtained outside the arbitration shall not, by itself, establish improper acquisition or require its exclusion.

10.8 A party that becomes aware of reasonable grounds to believe that it or its representatives possess or are using privileged legal material of another party without lawful entitlement shall promptly notify the Tribunal and the affected party, or, before constitution, the Centre and the affected party, without disclosing the protected content. Pending directions, it shall refrain from using or further disclosing that material and take reasonable steps to prevent its use or dissemination, subject to mandatory law. The Tribunal shall determine any disputed claim of privilege and any necessary directions concerning preservation, segregation, return, use, or lawful disposal. Before constitution, the Centre may make administrative arrangements within its powers to protect the material pending the Tribunal's determination.

10.9 Where specific grounds indicate a serious risk that access through eCase would compromise the integrity of the proceedings through unlawful acquisition, disclosure, or use of material, the Centre may immediately restrict access to the material and to identifiable portions of other material that reproduce or materially depend on it. The Centre shall promptly inform the parties of the substance and effect of the restriction and immediately notify the Tribunal or, if the Tribunal has yet to be constituted, notify it upon constitution. Before constitution, the Centre shall also notify any Emergency Arbitrator appointed under the procedure expressly agreed pursuant to Article 13.1, immediately or upon appointment. Restricted content shall not be relied upon in an order or Award until the Tribunal rules on its use or, for the purposes of emergency proceedings before constitution, the Emergency Arbitrator rules on its use. The parties shall have a meaningful opportunity to address the restriction, demonstrate an independent source, or propose a lawful means of access. After hearing the parties, the Tribunal or, within those emergency proceedings, the Emergency Arbitrator shall promptly determine admissibility

and permissible use under Articles 10.2–10.7. The Centre shall determine whether and how the original may be accessed through eCase, review the restriction promptly, and maintain it only to the extent and for as long as necessary. It shall facilitate any lawful protective procedure that enables the parties to address the material.

Article 11 – Experts and Verification of Quantum

11.1 A party relying on a material monetary valuation shall present it in a form that distinguishes its legal and factual assumptions, economic method, source data, and calculations and permits reasonable verification. The detail required shall be proportionate to the complexity and significance of the claim; a simple quantified loss need not be presented as a financial model.

11.2 The presentation shall identify, where relevant:

- **(a)** the head of loss, legal standard relied upon, and asserted causal connection to the measure;
- **(b)** the valuation date or period, counterfactual scenario, and legal or factual premises on which it depends;
- **(c)** the model, version, material inputs, source references, assumptions, and known limitations;
- **(d)** the treatment of future income, expenditure, risk, discounting, probability, taxes, currency, and conversions;
- **(e)** the distinction between agreed inputs and disputed or provisional assumptions; and
- **(f)** the relationship to alternative claims, other recoveries, and interest.

11.3 Where a calculation materially depends on a model, the party shall provide an adequately reproducible calculation, ordinarily including formulas and relevant electronic working material, or explain why an equivalent protected means of testing is necessary. The Tribunal shall determine an appropriate means of verification, taking account of privilege, licences, data protection, proprietary restrictions, and proportionality. These Rules do not automatically require unrestricted disclosure of source code or third-party data.

11.4 The Tribunal may direct experts to prepare a joint statement identifying agreed inputs, disputed assumptions, methodological differences, and, where practicable, the separate or combined effect of those differences on the result. It may require alternative scenarios based on identified disputed premises, without requiring a substantive concession or prejudging those premises.

11.5 A material revision shall identify the changed inputs or method, its reason, and its effect, with an opportunity for the other party to respond. Unexplained changes may affect weight or costs after the relevant opportunity to comment; they do not automatically prove bad faith.

11.6 The appointment of an expert by the Tribunal shall specify the mandate, required work, access protections, and a proportionate budget. The parties shall have the opportunities provided by Article 32.6 of the TAC Arbitration Rules. Neither an expert, an analytical system, nor the Centre may replace the Tribunal's determination of the legal standard, credibility, causation, valuation, or relief.

11.7 The Award shall identify the principal premises and findings supporting a material determination of quantum and explain how it has addressed the material differences between the experts' opinions on which that determination depends. It need not reproduce every calculation or address every subsidiary argument. These Rules prescribe no valuation method, cap, discount rate, evidentiary presumption, or substantive standard of compensation.

Article 12 – Related Proceedings, Counterclaims, and Recovery

12.1 In addition to Article 33 of the TAC Arbitration Rules, a party shall promptly disclose known proceedings and material settlements or payments that may concern the same measure, investment, or economic loss, including relevant claims through shareholders, controlled entities, or other persons in

the investment structure. The disclosure shall identify the asserted overlap and any lawful restriction on further disclosure.

12.2 The Tribunal may require a proportionate comparison of claims, interests, periods, heads of loss, and recoveries. It shall determine the legal effect under the applicable instrument and law. Corporate connection alone does not establish abuse, preclusion, or identity of loss; an insurance or other payment is not automatically deducted without assessment of its legal effect.

12.3 Counterclaims and independent claims by a State or public entity may proceed only within applicable consent and law. Procedural permission under the TAC Arbitration Rules creates no jurisdiction over a counterclaim and no substantive investor obligation. The relevant basis shall be identified and the opposing party heard.

12.4 Articles 12–15 and 33 of the TAC Arbitration Rules remain applicable subject to each relevant instrument of consent. The fact that different investors rely on the same treaty does not by itself establish one arbitration agreement or authorise consolidation. These Rules neither require fresh consent where a sufficient prior basis exists nor supply a missing basis for joinder or consolidation.

12.5 Coordination with other proceedings shall respect jurisdiction, confidentiality, and the rights of persons not bound by the arbitration agreement. No order binds another tribunal or court merely because coordination would be efficient. The Tribunal may consider lawful measures to avoid inconsistent recovery and shall identify in its Award the treatment of a material overlap properly placed before it.

Article 13 – Interim Measures and Emergency Arbitrator

13.1 Article 21 of the TAC Arbitration Rules applies only where the parties have expressly agreed to the emergency-arbitrator provisions. General agreement to the TAC Arbitration Rules or these Supplementary Rules is insufficient. Specific agreement may be contained in the instrument of consent and validly accepted, or in a subsequent agreement; it need not be repeated after the dispute if already effective.

13.2 Article 13.1 applies notwithstanding a reference to an Emergency Arbitrator in another applicable set of TAC Supplementary Rules, unless the parties have expressly agreed to that procedure. It does not restrict the powers of a constituted Tribunal under Article 22 of the TAC Arbitration Rules or those of a competent court under applicable law.

13.3 In deciding a measure within its authority, the Tribunal or expressly authorised Emergency Arbitrator shall consider necessity, urgency where relevant, proportionality, practical effects on public functions and non-parties, and whether a less intrusive measure adequately protects the relevant position. Public status neither establishes entitlement to relief nor creates an automatic exemption from it.

13.4 A measure shall identify its scope, implementation conditions, and, where appropriate, duration or review event. It shall not create jurisdiction, compel a non-party beyond lawful authority, or displace applicable mandatory restrictions. Sanctions and institutional compliance remain governed by Article 5 of the TAC Arbitration Rules.

13.5 Disclosure of third-party funding and security for costs remain governed by Articles 36 and 57 of the TAC Arbitration Rules, subject to the additional disclosure required by Article 2.7. Public status, third-party funding, or an assertion of financial difficulty shall not, by itself, determine whether security is required. This Article creates no new fee or presumption.

13.6 The Tribunal shall determine a request for interim measures with the expedition required by its urgency and shall make every reasonable effort to issue its decision within thirty (30) days after the

later of transmission of the case to the constituted Tribunal and completion of the authorised submissions on the request. Those submissions are complete when all have been received or the time limits for any outstanding submissions have expired. The Tribunal may adopt an earlier temporary direction where necessary, subject to an appropriate opportunity to comment. Unsolicited material shall not automatically restart the period. A justified departure shall be explained under Article 7.7; expiry shall not constitute acceptance or rejection of the request or terminate the Tribunal's authority. The separate procedure and time limits for an Emergency Arbitrator remain unaffected.

Article 14 – Confidentiality, Transparency, and Treaty-Party Participation

14.1 Articles 58–60 of the TAC Arbitration Rules apply, except to the extent that an applicable treaty, mandatory law, or another transparency regime expressly agreed by the parties requires otherwise. These Rules introduce no general presumption of public access or publication. Hearings shall be closed unless the applicable regime or a valid agreement provides otherwise.

14.2 The parties shall identify any applicable transparency obligation promptly. Before constitution the Centre shall take only the administrative steps within its authority and shall not postpone a mandatory disclosure merely because the Tribunal is not yet constituted. After constitution the Tribunal shall determine disputed procedural questions and protective arrangements; the Registry shall implement them within its administrative role.

14.3 A required publication or disclosure shall be limited to its applicable scope, subject to the protections permitted by the governing regime for privileged, confidential, commercially sensitive, personal, and security-related information. A TAC consent requirement shall not be used to defeat an applicable mandatory disclosure. Nor shall a transparency obligation justify disclosure of unrelated protected material.

14.4 Where redaction is appropriate, the Tribunal may require protected and disclosable versions and resolve disputed redactions after hearing those affected. Protective arrangements shall preserve the parties' reasonable opportunity to present their cases. Access granted for a defined purpose is not general access to the platform or Case File.

14.5 A State that is a party to the treaty relied upon but is not a disputing party shall be afforded any participation right conferred by the applicable treaty or transparency regime. In the absence of such a right, and unless the applicable treaty excludes such participation, that State shall, on request, be permitted to make a written submission on questions of interpretation of the treaty material to the determination of the dispute. The Tribunal may also invite such a submission. Subject to any applicable participation right, the Tribunal shall determine relevance, scope, length, timing, and procedural arrangements, taking account of the stage of the proceedings, confidentiality, procedural economy, and the parties' right to be heard. This limited entitlement does not confer a separate right to submit evidence or address the application of the treaty to the disputed facts. The disputing parties shall have a reasonable opportunity to respond.

14.6 Participation under Article 14.5 shall not by itself make that State a party, extend jurisdiction, confer a general right to evidence or the Case File, or authorise instructions to the Tribunal. It shall not require suspension or repetition merely because observations are requested or submitted. Access and confidentiality remain subject to the applicable regime. No adverse inference shall arise solely from a failure to submit observations or respond to an invitation, and such silence shall not by itself constitute acceptance of a proposed interpretation. The legal effect of any other statement, agreement, or conduct, including a joint treaty interpretation, shall be determined under the applicable treaty and law, not created by these Rules.

14.7 Where necessary for an informed submission under Article 14.5, the Tribunal may, after consulting the disputing parties, provide a neutral statement of the treaty-interpretation question or

authorise access to specifically identified relevant material. It shall limit access to what is necessary and may require a written confidentiality undertaking and other protective conditions. Access shall not extend to unrelated evidence, privileged material, or confidential internal institutional or deliberative materials. Where applicable disclosure obligations prevent adequate protection, the Tribunal may use redacted extracts, a summary, or a submission without access to protected material. Any participation or access right conferred by the applicable treaty or transparency regime remains unaffected.

14.8 Other third-party submissions remain governed by Article 34 of the TAC Arbitration Rules and any applicable special regime. The Tribunal shall manage scope, timing, and access to avoid disproportionate burden or prejudice. Required transparency is distinct from voluntary institutional publication. The Centre shall not publish case-derived statistics or summaries under these Rules except to the extent required by an applicable treaty, mandatory law, or an expressly agreed transparency regime.

Article 15 – Remedies, Interest, and Performance

15.1 The Tribunal may grant only relief within the applicable consent and law. These Rules do not create substantive investor duties, new treaty exceptions, powers to invalidate public measures with erga omnes effect, or rights against a person not bound by the arbitration agreement.

15.2 Where lawful relief requires several implementation steps, the Tribunal may define obligations between the parties, conditions, or lawful alternatives with sufficient precision. It shall consider the actual authority of the party bound and shall not require that party to procure performance by an independent authority or non-party beyond its legal power or control.

15.3 An Award of interest shall identify the principal, currency, rate or objectively determinable rate mechanism, relevant periods, simple or compound basis, compounding interval if any, and treatment of material payments or offsets, so far as necessary for a reproducible calculation. These are presentation requirements; Article 51.10 of the TAC Arbitration Rules and applicable law determine entitlement and the appropriate interest basis.

15.4 The obligation to comply with an Award under Article 51.11 of the TAC Arbitration Rules is not, by itself, intended to constitute a separate waiver of immunity from judicial measures of constraint against State or public-entity property, whether provisional or final and whether before or after an Award, including attachment or execution. This does not affect a separate valid consent or waiver, an applicable exception to immunity, or another basis on which immunity is unavailable. It creates no immunity and does not qualify consent to arbitrate or a court's jurisdiction beyond what applicable law provides. It does not restrict the arbitral powers preserved by Article 13.

15.5 The parties may seek an amicable settlement in accordance with Article 41 of the TAC Arbitration Rules. Such efforts shall not automatically suspend the arbitration. Where a settlement involving a State or public entity is submitted for a consent Award or termination of the arbitration, that State or public entity shall identify the authority of its signatory to bind it and any approval required under applicable law. A refusal to settle shall not, by itself, constitute misconduct. These Supplementary Rules establish no additional mandatory consultation period or suspension of any applicable limitation period.

Article 16 – Limited Enhanced Scrutiny of Awards

16.1 Article 52 of the TAC Arbitration Rules applies. In its ordinary scrutiny of a draft Award, the Centre may, in addition to formal scrutiny, draw the Tribunal's attention only to:

- **(a)** an apparent omission to determine a claim, request for relief, or material objection requiring determination in the Award under review;

(b) a material internal inconsistency between findings, reasoning, calculations, or operative provisions; or

(c) an apparent omission or material ambiguity concerning the treatment of a significant procedural objection recorded in the proceedings, where clarification is necessary to understand the disposition.

16.2 A comment shall identify the apparent omission, inconsistency, or ambiguity and its location in the draft Award or official record. The Centre shall not assess the correctness of legal or factual conclusions, reweigh evidence, select a valuation method, reconsider the merits, or propose a particular substantive outcome. It shall not require a separate answer to every subsidiary argument or a recital of every procedural event.

16.3 The Tribunal shall consider and address each material comment in a concise written response or by a clearly identified clarification or revision of the draft Award. Where no change is made, it shall briefly explain why. It need not disclose deliberations, votes, or individual preliminary positions. Acknowledgement of receipt alone is insufficient.

16.4 The Tribunal retains exclusive responsibility for its findings, reasoning, and dispositive determinations. If addressing a comment requires consideration of a new material matter or further evidence, the Tribunal shall provide the appropriate opportunity for the parties to comment and, where necessary, reopen the relevant part of the proceedings under Article 50 of the TAC Arbitration Rules.

16.5 Subject to Article 16.9, once mandatory formal requirements have been met and material comments duly addressed, the Centre shall complete clearance without undue delay. Disagreement with the Tribunal's independent assessment shall not itself justify withholding clearance, repeating the same comment to obtain a different result, or taking a measure under Article 52.5 of the TAC Arbitration Rules. That Article remains available only on its own exceptional administrative grounds and not as a substitute for substantive review.

16.6 The Centre shall establish an appropriate timetable for scrutiny. The Registry shall record receipt of the draft Award, transmission of comments, resubmission, and completion. A material departure from that timetable shall be explained to the Tribunal, and an appropriate non-confidential status shall be communicated to the parties without disclosing the comments. Expiry of a target period does not, by itself, constitute clearance.

16.7 A measure under Article 52.5 of the TAC Arbitration Rules shall have a recorded written basis. Subject to Article 5.7 of the TAC Arbitration Rules and applicable mandatory law, affected participants shall receive appropriate written notice of its operative effect. The Centre may give reasons and shall do so where required by mandatory law. Where protected information or necessary temporary action limits disclosure or its timing, the Centre shall provide a sufficient non-confidential status and supplement it when lawful and necessary for an affected participant to exercise a procedural right. No such measure shall determine the merits.

16.8 Signing, certification, and communication follow Articles 52.6–52.8 of the TAC Arbitration Rules. A certificate may record that the institutional process was completed within the permitted scrutiny remit and that the final text was approved and signed by the Tribunal. It shall not certify the correctness or enforceability of the Award or assert that every change made by the Tribunal was merely formal. Comments, responses, and related internal material remain confidential under Article 52.9 of the TAC Arbitration Rules.

16.9 Before signature, the Centre may withhold clearance of a particular draft Award where specific facts indicate corruption affecting the decision-making process. It may also withhold clearance temporarily and return the draft to the Tribunal for a determination where a specific and material issue concerning a legal prohibition on the use of evidence has been raised but remains unaddressed. That

omission alone shall not justify refusal of clearance. The Centre shall promptly identify the concern to the Tribunal, give the parties a meaningful opportunity to address its substance without disclosing the draft or deliberations, and afford the Tribunal an opportunity to address the issue under Article 16.4. If the defect remains, the Centre may refuse clearance of that draft for signature and certification only where it establishes, to the standard of proof in Article 5.11, corruption affecting the decision-making process or where both of the following conditions are met: the Tribunal has itself determined that use of the material is prohibited or a binding order of a competent authority prohibits its use, and the draft's own reasoning shows that a decisive finding depends on that material, directly or through other material. Disagreement with the Tribunal's interpretation of the law or assessment of the evidence shall not justify refusal. The Centre shall communicate its determination in writing and identify the next procedural step. This power may be exercised together with measures under Article 52.5 of the TAC Arbitration Rules or Article 5.11 where the conditions for each measure are met. It confers no power to direct the outcome, annul an Award already made, or prevent a party from obtaining the Award in time to exercise its rights before a competent court. Nothing in this Article requires the Centre to perform an act prohibited by applicable mandatory law.

Article 17 – Fees and Costs

17.1 Fees and costs shall be determined under the TAC Schedule of Fees applicable at commencement. The investment multiplier for arbitrations under these Supplementary Rules is 1.3 and shall be applied, within the scope specified by that Schedule, before any adjustment under Article 55.3 of the TAC Arbitration Rules.

17.2 Articles 55–57 of the TAC Arbitration Rules continue to govern fee determinations, advances, expenses, security, and allocation. A determination of the amount in dispute is administrative only and may be revised under the applicable framework; it does not bind the Tribunal on the amount of loss or relief.

17.3 When considering conduct in fee determinations or the allocation of costs, the Centre or Tribunal, within its respective competence, shall distinguish justified procedural work from unnecessary duplication or obstruction. Public status, an unsuccessful good-faith objection, a lawful dissent, or an adverse substantive outcome shall not, by itself, justify a financial penalty. These Rules create no automatic compensation, fee refund, or new fixed fee.

Article 18 – Safeguards, Mandatory Law, and Improper Influence

18.1 The parties shall be treated with equality and each shall have a reasonable opportunity to present its case. A procedural consequence shall comply with Articles 30, 40, and 63 of the TAC Arbitration Rules and applicable law, having regard to the nature and effect of the conduct. A missed deadline does not, by itself, establish consent, liability, bad faith, or entitlement to relief.

18.2 The Tribunal and the Centre shall exercise their respective functions without improper political, diplomatic, economic, or other influence. A party or representative shall not seek to use appointments, remuneration, threats, informal contacts, or institutional interventions to obtain a preferred adjudicative result. Legitimate advocacy, lawful criticism, and use of legal remedies are not, without more, improper influence.

18.3 A material attempt to interfere improperly with the arbitration shall be recorded through protected institutional channels and addressed by the Centre or Tribunal within its respective powers. Any disclosure necessary to protect independence or fairness shall be subject to appropriate safeguards. An allegation alone neither stays the proceedings nor establishes misconduct. This Article does not make a person who is not bound by the arbitration agreement subject to arbitral sanctions.

18.4 Timetable oversight shall concern performance and organisation, not the content of deliberations. A good-faith disagreement, necessary analysis, or lawful dissent shall not alone justify removal or fee reduction; nor shall a reference to deliberations excuse indefinite unexplained inactivity. Individual responsibility shall be assessed without compelling disclosure of votes or provisional conclusions.

18.5 Sanctions, compliance, privilege, confidentiality, data protection, and mandatory restrictions remain governed by the applicable law, the instrument of consent, and the TAC Arbitration Rules. Institutional measures under Article 5 of the TAC Arbitration Rules are not evidence of adjudicative liability. A lawful protective alternative shall be considered where a proposed procedural act or remedy cannot be performed as sought.

18.6 These Rules establish no external supervisory function over the Centre, independent complaint reviewer, or additional appeal from institutional decisions. They preserve the authority and remedies of competent courts under applicable law. Internal guidance may implement these Rules but shall not add party-facing powers, obligations, or fees.

18.7 Subject to applicable mandatory law, a judicial or other measure, or a threat, directed against an arbitrator, the Centre, or another participant because of participation in the arbitration shall not, by itself, stay or terminate the arbitration under these Rules. The Centre and the Tribunal shall, within their respective powers, assess its legal effect and any risk to safety, independence, or the ability to perform their functions, and may take proportionate protective or organisational measures. Any resignation or need for replacement shall be considered under Article 20 of the TAC Arbitration Rules in light of the actual circumstances and available safeguards; neither justification nor misconduct follows automatically from the existence of the measure or threat. This paragraph does not affect attribution or responsibility under applicable law. Cessation of participation by a party or another participant, the resignation of an arbitrator, or a communication purporting to withdraw a claim or counterclaim shall not, by itself, suspend or terminate the arbitration. Subject to applicable mandatory law and any judicial measure binding under the applicable governing framework, a suspension, administrative closure, or termination on that basis shall require a written determination by the Centre or the Tribunal, within its respective competence, identifying why that consequence is necessary under the governing framework and its scope. Replacement and any continuation by a truncated Tribunal remain governed by Article 20 of the TAC Arbitration Rules. Withdrawal from participation shall be distinguished from withdrawal of a claim or counterclaim. The authority, scope, and procedural effect of a purported withdrawal shall be determined under the applicable governing framework. Where those matters are disputed, including on specific grounds alleging coercion, the affected parties shall have an appropriate opportunity to address the issue before the communication is treated as warranting suspension, administrative closure, or termination. The exception to prior notice in Article 65.2 of the TAC Arbitration Rules shall not apply to administrative closure based on such a disputed withdrawal. After constitution, disputed legal effects shall be determined by the Tribunal; the Centre shall remain within its administrative competence. A withdrawal shall not, by itself, dispose of another pending independent claim or counterclaim or prevent determination of remaining matters, including costs, to the extent permitted by the applicable governing framework. Nothing in this paragraph requires adjudication of a claim that has been validly withdrawn or permits reopening of a final termination or Award outside that framework.

Article 19 – Entry into Force and Relationship with the TAC Arbitration Rules

19.1 These Supplementary Rules enter into force on 1 December 2026.

19.2 These Rules apply only where expressly agreed in accordance with Article 69 of the TAC Arbitration Rules. They apply in conjunction with those Rules and prevail to the extent of any inconsistency, subject to the arbitration agreement, the applicable instrument of consent, and mandatory law.

19.3 Unless the parties expressly agree otherwise, the versions of the TAC Arbitration Rules and these Supplementary Rules in force at commencement shall apply throughout the arbitration. Subsequent revisions shall not apply automatically.

19.4 Notwithstanding Article 68.3 of the TAC Arbitration Rules, the parties may expressly select a specifically identified earlier version of either set of Rules, subject to mandatory law. Selection of an earlier version of one set does not select an earlier version of the other. Where an earlier version is selected, the Centre shall record and communicate to the parties the versions of both sets of Rules applicable to the arbitration. If the Centre cannot administer the agreed combination, it shall seek an agreed lawful arrangement or apply the relevant continuity provisions where their conditions are met; it shall not unilaterally substitute another version.

19.5 Selection of an earlier procedural version does not select an earlier Schedule of Fees. The applicable fee edition remains governed by Article 2.7 of the TAC Arbitration Rules.

19.6 Where more than one set of Supplementary Rules applies, Articles 1.6 and 19.4 govern the investment-specific exceptions stated in these Rules, subject to an expressly agreed order of precedence. References to the TAC Arbitration Rules are references to the edition applicable under Articles 19.3 and 19.4. Such references shall not, by themselves, incorporate provisions from another edition or confer powers or impose obligations beyond the applicable governing framework.