

HZAC Arbitration Service Note on Case Filing

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I. Required documents for cases filing

(1) Document order^①

(A) Request for Arbitration;

(B) List of evidence;

(C) Evidence materials;^②

(D) Identity documents of the Claimant and Respondent;^③

(E) Power of attorney materials.^④

(2) Specifications for documents

(A) Number of copies

For general procedure cases, the Claimant shall submit five sets of the above materials (A) - (C).^⑤

① Please organize each set of documents in the Document Order.

② If your evidence materials include audio-visual content, an optical disc shall be submitted.

③ Please bring the original documents for verification.

④ The power of attorney materials shall include the power of attorney document, the identity verification documents of the representatives, and the legal letter from the law firm or other relevant certificates.

⑤ The general procedure shall apply to financial disputes exceeding RMB 5 million, other disputes exceeding RMB 1 million, and international commercial disputes, unless the parties have otherwise

For summary procedure cases, the Claimant shall submit three sets of the above materials (A) - (C).^⑥

For items (A) - (C), one additional copy is required for each additional party. For items (D) and (E), submit one set each.

(B) Specifications

All materials must be printed, with paper size A4 (210×297 mm). A 2.5 cm margin should be left on the left side for the binding line. Evidence materials should be bound into volumes in the order listed on the evidence list.

(3) The execution of an arbitration agreement

(A) Arbitration agreements include arbitration clauses stipulated in contracts and agreements reached through other written means, either before or after a dispute arises, to submit the dispute to arbitration. An arbitration agreement shall include the following elements:

- (a) A clear expression of intent to submit to arbitration;
- (b) The matters to be arbitrated;

agreed on the applicable procedure.

^⑥ The summary procedure shall apply to financial disputes not exceeding RMB 5 million, and other disputes not exceeding RMB 1 million, unless the parties have otherwise agreed on the applicable procedure.

(c) The designated arbitral institution.

(B) Model clauses of the HZAC

Model arbitration clause

Article __: All disputes arising out of or in connection with this contract shall be submitted to the Hangzhou Arbitration Commission / Hangzhou Court of International Arbitration for arbitration, which shall be conducted in accordance with the HZAC's arbitration rules in effect at the time of applying for arbitration.

Note: When signing a contract, if both parties have agreed to select arbitration as the preferred means of dispute resolution, you may include the above model clause recommended by the HZAC as the arbitration clause in your contract.

Model arbitration agreement

Both parties agree to submit the following matters to the Hangzhou Arbitration Commission / Hangzhou Court of International Arbitration for arbitration, which shall be conducted in accordance with the HZAC's arbitration rules in effect at the time of applying for arbitration.

(1) _____;

(2) _____;

(3) _____.

Party A: _____

Party B: _____

Signature (Seal): _____

Signature (Seal): _____

Date: _____

Date: _____

Note: If you wish to submit disputes to arbitration but have not included an arbitration clause in your contract, you may adopt the above model arbitration agreement recommended by the HZAC.

Model supplementary arbitration agreement

Pursuant to *the Arbitration Law of the People's Republic of China* (the "PRC"), we have reached the following supplementary arbitration agreement through mutual consultation regarding the arbitration matters stipulated in Article __ of the contract signed on _____:

Article __: All disputes arising out of or in connection with this contract shall be submitted to the Hangzhou Arbitration Commission / Hangzhou Court of International Arbitration for arbitration in accordance with its rules of arbitration which are in effect at the time of applying for arbitration.

Party A: _____

Party B: _____

Signature (Seal): _____

Signature (Seal): _____

Date: _____

Date: _____

Note: If your previously signed contract lacks an arbitration clause or the clause is unclear, you may adopt the above model supplementary arbitration agreement recommended by the HZAC.

II. Requirements for documents needed for filing a case

(1) Request for Arbitration

(A) The Claimant shall confirm their name, gender, age, ethnicity, occupation, employer, residence, and contact information. For legal entities or other organizations, their name, address, and the name, position, and contact information of the legal representative or principal person in charge shall be provided.

Additionally, clear information about the Respondent, including his/her name, gender, employer, residence, etc., as well as the name and address of any legal entity or organization, shall also be included.

If the name of a party differs from the one used when signing the contract, a written explanation and supporting documents shall be submitted.

(B) Arbitration claims shall be clear and specific.

For claims involving interest, the start and end dates, the interest rate, and the amount of interest calculated up to the date of filing the arbitration shall be specified.

For claims involving liquidated damages or compensation (e.g., travel expenses, attorney fees), the total amount of expenses and losses shall be stated, or a detailed calculation formula along with the expenses or losses that have been incurred up to the date of filing the arbitration shall be provided.

(C) The Request for Arbitration shall be signed or sealed by the Claimant and shall indicate the date on which the Request for Arbitration is filed.

(D) Any amendments to the Request for Arbitration shall be signed and dated by the Claimant or their specially authorized representative.

[Template]

Request for Arbitration

Claimant (For specific details, see notes): _____

Respondent (For specific details, see notes): _____

Arbitration claims: _____

Facts and reasons: _____

Evidence and sources of evidence, witness names and addresses (including correspondence address, postal code, phone number, fax number, etc.): _____

To: Hangzhou Arbitration Commission

Claimant (Signature or Seal): _____

Date: _____

Attachments:

Copies of this document: ____ sets

Physical evidence: ____ items

Documentary evidence: ____ items

Notes:

(a) This form is for use by natural persons, legal entities, or other organizations when submitting a Request for Arbitration. The signature section shall be completed using a pen or brush pen.

(b) In the “Claimant” and “Respondent” sections:

For natural persons, include the name, gender, age, occupation, employer’s address and phone number, and home address and phone number.

For legal entities or other organizations, include the name, address, and the name, position, and phone number of the legal representative or principal person in charge, etc.

(c) If there are two or more Claimants or Respondents, the basic information of each Claimant or Respondent shall be provided.

(d) If the space provided in the sections for facts, reasons, or evidence is insufficient, additional pages may be attached.

(2) Evidence materials

(A) The arbitration agreement or the contract containing the arbitration clause shall be submitted, and the original document shall be provided for verification.

(B) Evidence materials shall be numbered and marked with continuous page numbers.

(C) The evidence list shall specify the page number range, be signed or sealed, and state the date on which the materials are submitted.

(3) Identity documents

(A) Natural persons shall submit photocopies of their ID card, household registration book, or other valid identity documents.

(B) Legal entities shall submit respectively a photocopy of their Business License and Organization Code Certificate verified as compliant during the annual inspection process; or a printed copy of the enterprise registration information retrieved from the National Enterprise Credit Information Publicity System (<http://www.gsxt.gov.cn/index.html>); or a certificate of legal person qualification issued by the relevant registration authority, such as the Administration for Industry and Commerce, the Quality Supervision Department, the Compilation Committee, or the Public Institution Registration and Management Authority.

(C) Other organizations shall submit a photocopy of their Business License or a certificate of qualification issued by the relevant approval authority.

(D) Evidence related to personal identity formed outside the PRC shall be notarized by the notary agency in the originating country and authenticated by the Chinese embassy or consulate in that country; or undergo certification procedures in accordance with the relevant treaties between the PRC and the originating country.

(E) Subject qualification of several special types of parties

(a) **Individual industrial and commercial households:** The party shall be the operator registered on the Business License. If there is a trade name, the party shall be the trade name registered on the Business License, but the basic information of the operator of the trade name must also be specified.^⑦ If the operator registered on the Business License

^⑦ According to Article 54 of *the Civil Code of the PRC*, a natural person who operates an industrial or commercial business may register it, in accordance with law, as an individual-run industrial and commercial household. An industrial and commercial household may have a trade name.

According to Article 59 of the *Interpretation of the Supreme People's Court on the Application of the Civil Procedure Law of the PRC*, in litigation, the operator registered on the business license of an individual business shall be a party concerned. Where the individual business has a trade name, such trade name registered on the business license shall be a party concerned, and the basic information of the operator of the said

differs from the actual operator, both the registered operator and the actual operator shall be joint parties.

(b) Command centers, preparatory offices, and other similar institutions: If such an institution has been lawfully approved for establishment and possesses independent legal person status, it shall be considered the arbitration party. If it is a branch office that has been lawfully established and has obtained the Business License, it may act as the arbitration party in the capacity of other organizations. However, if it is not lawfully established, or is lawfully established but has not obtained the Business License, the legal person or other organization that established or operates the command center or preparatory office shall be considered the arbitration party.

(c) The owners' committee: If the owners' committee is entrusted by the owners or the owners' assembly to act as their representative, it may be considered the arbitration party.

(d) Party organs and state organs: Party organs and state organs at all levels established in accordance with laws and administrative orders and possessing legal person status shall be considered arbitration parties.

If a governmental legal person that has entered into an arbitration

trade name shall be marked simultaneously. Where the operator registered on the business license is inconsistent with the actual operator, the operator registered and the actual operator shall be co-litigants.

agreement is dissolved, its successor entity assuming its rights and obligations shall be considered the arbitration party. If there is no successor entity, the entity issuing the dissolution decision shall be considered the arbitration party.^⑧

(e) Public institutions, social organizations and foundations:

Public institutions established in accordance with laws, regulations, and rules, possessing legal person status, and approved for registration by the Public Institution Registration and Management Authority, as well as social organizations and foundations that have been lawfully registered and obtained legal person status, shall be considered arbitration parties.

(f) Subsidiary and branch: A subsidiary shall be considered the arbitration party. For branch entities that are not lawfully established, or are lawfully established but have not obtained the Business License, the legal person that established the branch entity shall be considered the arbitration party. However, branch entities (including branch companies)

^⑧ According to Article 98 of *the Civil Code of the PRC*, where a government agency as a legal person is revoked, the legal person shall terminate and its civil rights and obligations shall be enjoyed and assumed by another legal-person government agency as its inheritor ; if there is no legal-person government agency as its inheritor , such rights and obligations shall be enjoyed and assumed by the legal-person government agency which makes the revocation decision.

that are lawfully established and have obtained the Business License may also be considered arbitration parties.

(g) **Merger, division, or death:** Where a party undergoes a merger, division, or death after entering into an arbitration agreement, its successor in rights and obligations shall be considered the arbitration party. In the case of a merger involving an enterprise legal person that entered into an arbitration agreement prior to the merger, the post-merger enterprise shall be considered the arbitration party. In the case of a division involving an enterprise legal person that entered into an arbitration agreement prior to the division, the post-division enterprises shall be considered joint arbitration parties.^⑨ Where a natural person dies, their heirs shall be considered the arbitration party.

(h) **The dissolution of an enterprise legal person:** Before a company completes its liquidation process and deregistration in accordance with the law, it shall act as the arbitration party in its own

^⑨ According to Article 63 of *the Interpretation of the Supreme People's Court on the Application of the Civil Procedure Law of the PRC*, in the case of amalgamation of enterprise legal persons, for a dispute over civil activities occurring before the amalgamation, the enterprise after amalgamation shall be a party concerned; in the case of division of an enterprise legal person, for a dispute over civil activities occurring before the division, the enterprises after the division shall be co-litigants.

name. If a liquidation team has been established, the head of the liquidation team shall represent the company in arbitration proceedings. If no liquidation team has been established, the original legal representative shall represent the company.^⑩

The enterprise legal person shall act as the arbitration party before completing its liquidation process and deregistration in accordance with the law. If the enterprise legal person is deregistered without lawful liquidation, its shareholders, promoters, or contributors shall act as the arbitration parties.^⑪

^⑩ According to Article 10 of *Provisions of the Supreme People's Court on Several Issues concerning the Application of the Company Law of the PRC (II)*, before the liquidation of a company and the deregistration thereof are concluded, the civil cases involving the company shall be proceeded in the name of the company. Where the company has formed a liquidation group, the head of the liquidation group shall participate in litigation for the company; where no liquidation group has been established, the original legal representative shall participate in litigation for the company.

^⑪ According to Article 64 of the *Interpretation of the Supreme People's Court on the Application of the Civil Procedure Law of the PRC*, in the case of dissolution of an enterprise legal person, before lawful liquidation and deregistration, the said enterprise legal person shall be a party

(i) **Individual partnerships:** For individual partnerships that have not been lawfully registered or obtained the Business License, all partners shall be considered arbitration parties. Where an individual partnership has a trade name that has been lawfully approved and registered, the registered trade name shall be specified in the legal documents.^⑫ All partners may jointly elect a representative, who shall be authorized through a letter of election signed by all partners.

(j) **Other organizations that may serve as an arbitration party primarily include:** sole proprietorships and partnerships that have been registered and obtained Business Licenses in accordance with the law; _____ concerned; where an enterprise legal person is deregistered before lawful liquidation, the shareholders, promoters or contributors of the said enterprise legal person shall be parties concerned.

^⑫ According to Article 60 of *the Interpretation of the Supreme People's Court on the Application of the Civil Procedure Law of the PRC*, in litigation, all the partners in an individual partnership, which has not been registered and has not obtained a business license in accordance with the law, shall be co-litigants. Where the individual partnership has a trade name as approved and registered in accordance with the law, such trade name shall be stated in legal documents. All the partners can elect representatives, and shall work out the relevant papers for the representatives as elected.

Chinese-foreign contractual joint ventures and foreign-funded enterprises that have been registered and obtained Chinese Business Licenses in accordance with the law; branches and representative offices that are established by social organizations in accordance with the law; branches that are established by legal persons and have obtained Business Licenses in accordance with the law; branches of commercial banks, policy-based banks and non-banking financial institutions that are established and have obtained Business Licenses in accordance with the law; enterprises run by towns and sub-districts that have been registered and have obtained Business Licenses in accordance with the law.^⑬

⑬ According to Article 52 of *the Interpretation of the Supreme People's Court on the Application of the Civil Procedure Law of the PRC*, the “other organizations” as prescribed in Article 51 of *the Civil Procedure Law* refer to the organizations that are lawfully established, have certain organizational bodies and property but do not have the status of legal person, and include: (1) sole proprietorships that have been registered and obtained business licenses in accordance with the law; (2) partnerships that have been registered and obtained business licenses in accordance with the law; (3) Chinese-foreign contractual joint ventures and foreign-funded enterprises that have been registered and obtained Chinese business licenses in accordance with the law; (4) branches and representative offices that are established by social organizations in

(4) Power of Attorney

(A) The specific scope of authorization shall be explicitly detailed.^⑭ It is not sufficient to merely state “special authorization”, “general authorization”, or “full authorization”, and litigation formats shall not be directly adopted.

Where the Power of Attorney only states “full authorization” without specifying the details, the representative shall not have the authority to admit, waive, or modify arbitration claims, engage in settlements, or file counterclaims.

(B) Where lawyers or legal practitioners act as representatives, an official letter from the law firm shall be submitted, specifying the representative’s workplace, address, telephone number, fax number, email

accordance with the law; (5) branches that are established by legal persons and have obtained business licenses in accordance with the law; (6) branches of commercial banks, policy-based banks and non-banking financial institutions that are established and have obtained business licenses in accordance with the law; (7) enterprises run by towns and sub-districts that have been registered and have obtained business licenses in accordance with the law; and (8) other organizations meeting the requirements set out in the present article.

^⑭ The specific scope of authorization refers to the template for the Power of Attorney.

address, and other contact details.

Where the representative is a citizen, a printed copy of his/her ID card or other valid identity documents shall be submitted, specifying the representative's name, gender, age, ethnicity, occupation, workplace, residence, telephone number, fax number, email address, and other contact details.

[Template]

Power of Attorney

Hangzhou Arbitration Commission:

I/We hereby authorize the following individuals to act as my/our representatives in the arbitration case arising from the dispute with _____ concerning _____:

(a) Name: _____

Position: _____

Contact Number: _____

Workplace: _____

Address: _____

Postal Code: _____

(b) Name: _____

Position: _____

Contact Number: _____

Workplace: _____

Address: _____

Postal Code: _____

(c) Scope of authorization

To file, admit, amend, withdraw, or waive arbitration claims on my/our behalf;

To submit defenses and file, admit, amend, withdraw, or waive counterclaims on my/our behalf;

To agree on the composition method of the arbitral tribunal and select arbitrators on my/our behalf;

To attend hearings, present facts, submit arguments, and participate in investigation and cross-examination activities;

To accept mediation or reach settlements;

To receive all arbitration documents on my/our behalf;

To perform other authorized activities.⑮

Principal (Signature or entity seal) : _____

Legal Representative (Person-in-Charge)

(Signature or seal) : _____

Date: _____

⑮ Please specify details.

Note:

(a) Unless otherwise expressly stated, the HZAC deems the representatives listed in the Power of Attorney to have the authority to receive all arbitration documents on behalf of the principal.

(b) Should there be any changes to the representatives or their authority, the principal shall notify the HZAC in writing.

III. Scope of acceptance

(1) The HZAC accepts contractual disputes (including foreign-related contract disputes) and other disputes concerning property rights and interests between natural persons, legal persons, and other organizations with equal legal status (**the “parties”**).

(2) When applying for arbitration, the parties shall have voluntarily reached an arbitration agreement to submit the dispute to the HZAC. Arbitration agreements include arbitration clauses stipulated in contracts and agreements reached through other written means, either before or after a dispute arises, to submit the dispute to arbitration.

If an arbitration agreement does not clearly specify the name of the arbitral institution but can, based on its wording and logic, be reasonably inferred to refer to the HZAC, it shall accept the Request for Arbitration.

IV. How to commence arbitration

(1) Hangzhou Arbitration Commission/Hangzhou Court of International Arbitration

(A) Scope of acceptance: arbitration cases not handled by the sub-commissions, the Small Claims Cases Handling Center, or the Hangzhou Arbitration Court of Internet

(B) Filing address

◆ **Hangzhou Arbitration Court of Trade, Hangzhou Arbitration Court of Intellectual Property, Hangzhou Arbitration Court of Real Estate, Hangzhou Arbitration Court of International Trade and Hangzhou Court of International Aviation and Maritime Arbitration:** Filing Hall, 1F, Block A3, CECEP Xixi Center, 588 WenYi West Road, Xihu District, Hangzhou, China

Tel.: 0571-88395924, 0571-88170772

◆ **Hangzhou Arbitration Court of Finance:** Filing Hall, 3F, Building 4, 49 Xiba Road, Yuhang District, Hangzhou, China

Tel.: 0571-87032307

(2) Hangzhou Arbitration Commission Xiaoshan Sub-Commission

(A) Scope of acceptance: arbitration cases involving the parties from Xiaoshan, Binjiang, or Qiantang areas, excluding cases with

international elements^{①⑥} as well as cases concerning intellectual property^{①⑦}, aviation and maritime disputes^{①⑧}.

①⑥ International elements refer to arbitration cases involving international commercial disputes, disputes related to the Hong Kong Special Administrative Region (the “SAR”), Macao SAR and Taiwan of China, and disputes involving the Chinese-foreign equity joint venture, the Chinese-foreign contractual joint venture, or the wholly foreign-owned enterprise.

①⑦ Cases concerning intellectual property disputes include but are not limited to arbitration cases involving patent, trademark and copyright contractual disputes, disputes over the rights to new plant varieties, layout designs of integrated circuits, trade secrets, technology, franchise agreements, company name (trade name), special marks, domain names, the pledge of intellectual property rights, and the infringement of intellectual property rights.

①⑧ Cases concerning aviation and maritime disputes refer to arbitration cases involving: (1) aviation disputes, including but not limited to contractual disputes over air transportation of passengers and cargo, aircraft manufacturing, sales, maintenance, leasing, as well as contractual disputes related to airport construction, aviation logistics services, aircraft financial leasing, aviation insurance, airline agency and services; (2) shipping disputes, including but not limited to contractual disputes over

(B) Filing address: Filing Hall, 5F, Xiaoshan Social Governance Center, 837 Boxue Road, Xiaoshan District, Hangzhou, China

(C) Tel.: 0571-82660821

(3) Hangzhou Arbitration Commission Yuhang Sub-Commission

(A) Scope of acceptance: arbitration cases involving the parties from Yuhang, Linping, or Lin'an areas, excluding cases with international elements as well as cases concerning intellectual property, aviation and maritime disputes. Cases handled by Small Claims Cases Handling Center are also excluded.^{①⑨}

maritime and inland waterway transportation of passengers and cargo, ship building, sales, repair, leasing, as well as contractual disputes related to port terminal construction, storage, financial leasing, insurance, shipping agency and services; (3) any other aviation and shipping disputes as the HZAC deems appropriate shall be handled by the Hangzhou Court of International Aviation and Maritime Arbitration.

^{①⑨} If an arbitration case involves both parties within the jurisdiction of Xiaoshan Sub-Commission and parties within the jurisdiction of Yuhang Sub-Commission, the accepting sub-commission shall be determined based on the domicile of the applicant. If there are multiple applicants with two or more domiciles falling within the jurisdiction of different sub-commissions, the applicants shall determine the accepting

(B) Filing address: Filing Hall, 3F, Building 4, 49 Xiba Road, Yuhang District, Hangzhou, China

(C) Tel.: 0571-87032307

(4) Hangzhou Arbitration Commission Small Claims Cases Handling Center

(A) Scope of acceptance: cases with an amount in dispute of RMB 100,000 or less, to which summary procedure shall apply, excluding summary procedure cases handled by Hangzhou Arbitration Court of International Trade, Hangzhou Court of International Aviation and Maritime Arbitration, Hangzhou Arbitration Court of Intellectual Property, Efficient Processing Center for Series Cases, Xiaoshan Sub-Commission, and automobile insurance cases handled by Hangzhou Arbitration Court of Finance and Yuhang Sub-Commission.

(B) Filing address: Filing Hall, 3F, Building 4, 49 Xiba Road, Yuhang District, Hangzhou, China

(C) Tel.: 0571-87032307

sub-commission on their own.

V. Notes on case filing

(1) At the time of case filing, the Claimant shall complete a Confirmation of the Address for Service for the Parties and a Confirmation of the Final Address for Service for the Respondent.

(2) The Claimant shall prepay the arbitration fees within seven days of receipt of the Notice of Acceptance in accordance with the Schedule of Arbitration Fees.

Arbitration fees consist of the case acceptance fees and case handling fees. Where the amount in dispute is not specified in the Request for Arbitration, it shall be determined by the HZAC.

If the Claimant fails to prepay the arbitration fees within the prescribed time limit and does not apply for a deferral of payment, or fails to prepay the full arbitration fees within the deferral period specified by the HZAC, the Request for Arbitration shall be deemed withdrawn.

(3) The selection of arbitrators is an important right of the parties.

The parties may select the arbitrators for the arbitral tribunal from the Panel of Arbitrators. The time limit for selecting arbitrators is within ten days from the date of receipt of the Notice of Acceptance or the Notice of Arbitration (or within twenty days for the parties to international commercial arbitration cases).

For cases following general procedure, each party shall select or

entrust the Chairperson of the HZAC to appoint one arbitrator. The parties shall jointly appoint or entrust the Chairperson of the HZAC to appoint the third arbitrator who shall serve as the presiding arbitrator.

For cases following the summary procedure, the parties shall jointly select, or entrust the Chairperson of the the HZAC to appoint, a sole arbitrator.

Where the parties fail to select or entrust the Chairperson of the HZAC to appoint arbitrators within the prescribed time limit, the arbitrators shall be appointed by the Chairperson of the HZAC.