

Arbitration Rules – Dr. Octavian ULICI

(arbitraj.ulici.ro)

October 3, 2026 (comprising 21 Articles)

Article 1. Jurisdiction and Applicable Law

(1) By resorting to our arbitration, you grant us the jurisdiction to resolve your dispute by issuing a binding award.

(2) Adjudication shall be conducted on the basis of applicable laws and, upon the express request of all parties to the dispute, in equity (*ex aequo et bono*).

Article 2. Jurisdiction by Subject Matter, Value, or Legal Nature of the Claim

(1) Our jurisdiction is general, without limitation as to the value or legal nature of the claim, except for matters excluded from arbitration under applicable national law.

(2) Our jurisdiction covers the territory of any Member State of the European Union; however, we reserve the right to refuse disputes presenting an element of foreignness (*extraneita*) relative to this territory.

(3) The language of the proceedings shall be Romanian, English, or French. Upon the express request of the parties, another language may be used, provided that translations are supplied by one of the parties with the agreement of the other party/parties.



Article 3. Arbitration Agreement

(1) The agreement by which all parties to a dispute resort to our arbitration shall be concluded in writing, either in the form of an arbitration clause included in a contract or as a separate submission agreement (*compromis*).

(2) The written form requirement shall also be deemed satisfied when recourse to arbitration has been agreed upon through an exchange of correspondence, regardless of its form, or through an exchange of procedural documents conducted through us.

(3) The conclusion of an arbitration agreement excludes, for the dispute forming its subject matter, the jurisdiction of public state courts.

(4) The specification of the unique technical identifier (Matrix ID – Element) of all parties is mandatory in the arbitration agreement, in compliance with the provisions of Articles 6–7.

Article 4. Arbitration Agreement Concerning Real Property Rights in Romania

Where the arbitration agreement relates to a dispute concerning the transfer of ownership rights and/or the creation of another real property right over immovable property located in Romania, the agreement must be concluded in notarized authentic form.

Article 5. Arbitral Tribunal. Acceptance of Arbitrator Mandate. Appointment of Substitute Arbitrator

(1) The dispute shall be adjudicated by a Sole Arbitrator, Dr. Claudiu-Octavian ULICI (www.ulici.ro).

(2) Upon communication conducted in accordance with these Rules and applicable law, the Sole Arbitrator shall be deemed to have accepted the mandate, and the Arbitral Tribunal shall be deemed legally constituted.



(3) If the dispute cannot be subject to arbitration, I shall inform the parties via electronic means of communication, without incurring any obligation or being compelled to provide further explanations.

(4) If the dispute is arbitrable, but I am unable to serve as Sole Arbitrator, Dr. Claudiu-Octavian ULICI shall appoint another arbitrator possessing the qualifications deemed necessary.

Article 6. Manner of Arbitration. Place of Arbitration

(1) As the parties agree that the arbitration shall be conducted online, communications between the parties and the Arbitral Tribunal shall take place via the Matrix/Element platform within the secure workspace established and provided by the Sole Arbitrator. Access credentials shall be communicated at the initiation of the proceedings and may be modified by the Arbitrator solely for substantiated technical reasons, with prior notice to the parties.

(2) The parties establish the seat (place) of arbitration at the office/residence of the Sole Arbitrator.

(3) The parties shall maintain copies of all communications within the proceedings.

(4) The written records and data maintained by the Sole Arbitrator shall possess superior evidentiary value.

Article 7. Communications in the Proceedings

(1) All communications within the proceedings shall be conducted exclusively through the Matrix/Element platform—an instant messaging, voice/video call, and collaboration application built on the open, decentralized Matrix protocol. The platform provides an adequate level of data confidentiality and security.





(2) Official Download Links:

<https://element.io/download>

(3) If a participant does not wish to or lacks authorization to install software on a computer, the application may be accessed directly via a modern web browser (Firefox, Chrome, Edge, Brave): Element Web App.

Article 8. Communication Between the Parties and the Arbitral Tribunal

(1) Any procedural document shall be communicated simultaneously by a party to all other parties as well as to the Arbitral Tribunal.

(2) The communication of written submissions, documents, recordings, summonses, arbitral awards, and procedural orders shall be made exclusively through the electronic means specified in these Rules.



(3) Notification to the parties regarding other measures ordered by the Arbitral Tribunal shall be conducted in the same manner.

Article 9. Filing with the Secretariat / Arbitral Tribunal

(1) Even in the absence of an arbitration agreement concluded pursuant to Article 3, the claimant may file a written request with the Secretariat of the Arbitral Tribunal (with or without an introductory statement of claim), indicating the exact dispute, the identifying data of the other parties, and their email addresses. The Secretariat so notified shall immediately serve the request upon the respondent(s).

(2) If an arbitration agreement exists among all parties pursuant to Article 3, the claimant may file directly with the Arbitral Tribunal, with the mandatory inclusion of the unique technical identifier (Matrix ID – Element) of all parties.

(3) Within 24 hours of receiving a copy of the arbitration request, the respondent shall submit an answer (*statement of defense*) and, if applicable, a counterclaim.

Article 10. Arbitral Adjudication

Arbitral adjudication shall be conducted in accordance with the procedural rules and fundamental principles of civil procedure established under applicable law.

Article 11. Conduct of Arbitral Proceedings

(1) **General Rule (Written and Documentary Procedure).** Dispute resolution shall, as a rule, proceed on the basis of written documents and other physical evidence. The parties and the Arbitral Tribunal shall exchange documents and other evidentiary materials, including audio-video recordings, official records, or data stored on electronic media.

(2) **Taking of Special Evidence.** Where the taking of interrogatories,



hearing of witnesses, submission of expert reports, or consultation of other specialists is necessary, such activities shall be conducted upon legal notice to the other parties to enable their participation in the taking of evidence and after prior notice to the Arbitral Tribunal. Representation or assistance of at least one of the parties by an attorney is mandatory, unless the parties expressly agree otherwise.

(3) Submission of Evidence. Complete recordings of these proceedings shall be transmitted immediately to the Arbitral Tribunal.

(4) Online Hearings (Exception). By way of exception to paragraph (1), hearings via videoconference (online) may take place only under exceptional circumstances, if the Arbitral Tribunal considers them strictly necessary for the proper resolution of the case.

Article 12. Failure to Appear of Legally Summoned Party

The failure to appear of a party legally informed of the proceedings or summoned by the Arbitral Tribunal shall not prevent the adjudication of the dispute.

Article 13. Taking of Evidence

(1) The taking of evidence shall be conducted during the session of the Arbitral Tribunal or among the parties in the scenario provided for in Article 11(2).

(2) Witnesses and experts shall be examined, where applicable, without taking an oath, through the communication means accepted under these Rules.

Article 14. Costs of Arbitration

(1) Costs for the organization and conduct of the arbitration, as well as arbitrators' fees, costs of taking evidence, and travel expenses of the parties, arbitrators, experts, or witnesses, shall be borne according to the



agreement of the parties.

(2) In the absence of such an agreement, arbitration costs shall be borne by the losing party—in full, if the arbitration request is granted in its entirety, or proportionally to what was granted, if the request is granted in part.

Article 15. Arbitrator's Fee

(1) The arbitrator's fee shall be equal to the amount of the judicial stamp duty applicable in Romania for a similar court action, but no less than the equivalent of €200 (two hundred euros).

(2) Payment of the arbitrator's fee shall be made after the execution of the arbitral award, but no later than 90 days from the date of communication of the arbitral award.

Article 16. Final Arbitral Award

(1) The final arbitral award is final and shall be rendered within 24 hours from the completion of the taking of evidence deemed necessary by the Arbitral Tribunal.

(2) Deferral of the rendering of the award may be ordered only for objective reasons beyond the control of the parties or the Arbitral Tribunal.

(3) The award shall not be communicated until full payment of any outstanding differences in arbitration costs required to be paid in advance, as applicable.

Article 17. Character of the Final Arbitral Award. Exemption from Liability

(1) The arbitral award is final and binding upon the parties from the date of its communication via agreed electronic communication means.

(2) The arbitral award constitutes an enforceable title and shall be enforced under the same conditions as a court judgment.



(3) The member(s) of the Arbitral Tribunal shall not be liable for the decision rendered, nor for the manner in which state courts interpret the legal framework upon review or enforcement of the arbitral award.

(4) The refusal of a public court to grant leave for enforcement (*enforcement order*) of the arbitral award, regardless of the reasoning or legal interpretation adopted by that court, constitutes a procedural risk assumed by the parties upon entering into the arbitration agreement, with any material or legal liability of the Arbitral Tribunal and the litigating parties being permanently disclaimed.

Article 18. Custody of the Case File

(1) Following communication of the award by the Arbitral Tribunal, the winning party or interested party shall, within 30 days, submit a written request to the public court located at the seat of the arbitrator in Cluj-Napoca for the preservation of the file and deposit a complete copy thereof in a single hardcopy printed format.

(2) Where applicable, following communication of the award by the Arbitral Tribunal, the winning party or interested party shall request verification of legal requirements in the event that the subject matter of the arbitration involved immovable property located in Romania.

Article 19. Impediments to the Organization and Conduct of Arbitration

If impediments arise in the organization and conduct of the arbitration, or in the fulfillment of other duties incumbent upon the arbitrator, the interested party may petition the public court at the seat of the arbitrator in Cluj-Napoca.

Article 20. Supplementary Application

Where these Rules are silent, applicable legal provisions shall apply.



Article 21. Support for the Public System of Justice

Any provision of these Rules and any procedural activity carried out in their implementation shall be conducted in compliance with applicable mandatory provisions, aimed at providing meaningful support to the public service of justice.

