

Rules of Ad-Hoc Arbitral Procedure – Dr. Octavian ULICI
(www.ulici.ro)

September 25, 2026 (Consisting of 21 Articles)

Article 1

(1) By resorting to our arbitration, you confer upon us jurisdiction to privately adjudicate your dispute.

(2) Our judgment is rendered based on applicable law and exclusively upon the express request of all parties to the dispute, in equity.

Article 2

(1) Our jurisdiction is general and is not limited by claim value or country, though we reserve the right to refuse any dispute that involves a foreign element outside the territory of the European Union.

(2) Our procedural language is Romanian, English, or French. Upon the express request of the parties, another language may be used, provided that translation services are secured.

Article 3

(1) The agreement by which the parties to a dispute resort to our arbitration shall be concluded in writing.

(2) This condition is deemed satisfied when the recourse to arbitration has been agreed upon through exchange of correspondence with us, regardless of its form, or even through the exchange of procedural documents.

Article 4

Where the arbitration agreement relates to a dispute concerning the transfer of ownership and/or the creation of another real right (*in rem* right) over real estate, the agreement must be executed in a notarized authentic form.

Article 5

The execution of the arbitration agreement excludes the jurisdiction of public courts of law for the dispute that constitutes its subject matter.

Article 6

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

(2) Upon proper service of notice pursuant to these Rules and applicable law, the

sole arbitrator shall be deemed to have accepted the appointment, and the arbitral tribunal shall be deemed constituted.

(3) If the dispute is non-arbitrable, I will give notice thereof via electronic communication means, without being obligated, nor capable of being compelled, to provide further explanations.

(4) If the dispute is arbitrable but I cannot serve as sole arbitrator, I will appoint another arbitrator possessing the qualifications I deem necessary.

Article 7

(1) The parties shall establish the seat of arbitration online, via communications on the Element platform, in accordance with the details provided by the Sole Arbitrator, which shall remain unchanged throughout the proceedings.

(2) The parties shall make and retain copies of all communications made within the proceedings.

(3) The records retained by the Sole Arbitrator shall carry superior evidentiary weight.

Article 8

(1) All procedural communications shall be conducted exclusively through Element, an instant messaging application for voice/video calls and collaboration, built on the open and decentralized Matrix protocol. It offers an acceptable level of data privacy and security.

(2) Official Download Links: <https://element.io/download>

(3) If a guest does not wish or does not have rights to install the application on a computer, they can access the application directly from a modern web browser (Firefox, Chrome, Edge, Brave): Web Version: Element Web App.

Article 9

(1) Any procedural document shall be served by the submitting party upon all other parties as well as the arbitrator.

(2) The service of dispute documents, summonses, arbitral awards, and hearing records between or upon the parties shall be conducted exclusively via the electronic means established under these Rules.

(3) Notification to the parties regarding other measures ordered by the arbitral tribunal may be performed in the same manner.

Article 10

(1) The arbitral tribunal is seized by the claimant(s) through a written statement of claim served directly upon the respondent(s) as well.

(2) Within 24 hours of receiving a copy of the arbitration request, the respondent shall submit a statement of defense and any counterclaims.

Article 11

The arbitral proceedings shall be conducted according to procedural rules and the fundamental principles of civil procedure.

Article 12

The failure to appear of a party duly summoned pursuant to these Rules shall not prevent the hearing of the dispute.

Article 13

(1) The taking of evidence shall be carried out during the hearing of the arbitral tribunal.

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

Article 14

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

(2) In the absence of such an agreement, arbitral expenses shall be borne entirely by the losing party if the claim is granted in full, or proportionally to what was awarded if the claim is granted in part.

Article 15

(1) The payment of the arbitrator's fee shall be equal to the amount of the judicial stamp duty, but not less than the equivalent of €200 (two hundred euros).

(2) The payment of the arbitrator's fee shall be made after the enforcement of the arbitral award, but in no event later than 90 days from the service of the arbitral award.

Article 16

(1) The award is final and shall be rendered within 24 hours from the taking of evidence deemed necessary by the Sole Arbitrator.

(2) Any extension of time may be granted only for objective reasons beyond the control of the parties or the Sole Arbitrator.

(3) If applicable, the award shall not be served until the balance of arbitral expenses required to be paid in advance has been settled.

Article 17

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

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

Article 18

(1) Following the service of the award by the Arbitral Tribunal, the prevailing party or any interested party shall, within 30 days, submit a written request to the public Court of Law located at the arbitrator's seat in Cluj-Napoca for the preservation of the case file, submitting a full copy thereof.

(2) Where applicable, following the service of the award by the Arbitral Tribunal, the prevailing party or any interested party shall request verification of legal conditions if the subject matter of the arbitration involved real estate property.

Article 19

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

Article 20

Where these Rules are silent, statutory provisions shall apply.

Article 21

Any provision of these Rules or any procedure carried out in its implementation shall comply with applicable public regulatory provisions and is intended to provide real support for the public judicial system.