

Comparative Chart of International Investment Arbitration Rules

	SIAC Investment Arbitration Rules 2017	SCC Rules 2017	ICSID Convention 1966 and ICSID Arbitration Rules 2006	UNCITRAL Arbitration Rules 2013	CIETAC International Investment Arbitration Rules 2017	PCA Arbitration Rules 2012
Nature of Rules	Standalone rules specifically drafted for investment disputes and/or disputes involving at least one State, State-controlled entity or intergovernmental organization.	General commercial arbitration rules with an appendix setting out specific provisions for investment treaty disputes.	Standalone rules specifically drafted for investment disputes brought under the ICSID Convention.	General commercial arbitration rules commonly adopted in investment arbitrations.	Standalone rules specifically drafted for international investment disputes. Note: Proceedings will be administered by the Investment Disputes Settlement Center in Beijing ("IDSC") or, where expressly designated by the Parties, CIETAC Hong Kong.	Standalone rules specifically drafted for disputes involving at least one State, State-controlled entity or intergovernmental organization.
Applicability of Rules	Rules 1.1 & 1.2 The rules apply where the Parties have agreed that disputes between them shall be referred to arbitration in accordance with the SIAC Investment Arbitration Rules, including where one Party has unilaterally made such an offer in a contract, treaty or other instrument and the other Party subsequently accepts.	Appendix III, Article 1(1) The specific provisions regarding investment treaty disputes set out in Appendix III only apply to cases based on a treaty providing for arbitration of disputes between an investor and a state.	Note: Arbitration proceedings may only be brought under the ICSID Convention (and therefore the ICSID Arbitration Rules) where the dispute falls within the jurisdiction of ICSID. Article 25 ICSID Convention ICSID jurisdiction shall extend to any legal dispute arising directly out of an investment between a Contracting State (or any designated constituent subdivision or agency of a Contracting State) and a national of another Contracting State, which the parties to the dispute consent in writing to submit to ICSID.	Article 1.1 The rules apply where the Parties have agreed that disputes between them in respect of a defined legal relationship, whether contractual or not, shall be referred to arbitration under the UNCITRAL Arbitration Rules. Article 1.4 For investor-State arbitration initiated pursuant to an investment treaty concluded after 1 April 2014, the rules automatically incorporate the UNCITRAL Rules on Transparency in Treaty-based Investor-State Arbitration 2014 (the "Transparency Rules").	Articles 2 & 3 The rules apply where Parties have referred to either CIETAC arbitration generally, or the CIETAC International Investment Arbitration Rules expressly, but only insofar as it relates to an international investment dispute. This includes arbitration agreements contained in a contract, treaty, statute or other instrument between an investor and a State, intergovernmental organization or any other organ or entity whose acts are attributable to a State. It also includes circumstances where one Party has unilaterally made such an offer and the other Party subsequently accepts.	Article 1 The rules apply where a State, State-controlled entity, or intergovernmental organization has agreed with one or more other parties that disputes between them in respect of a defined legal relationship, whether contractual, treaty based, or otherwise, shall be referred to arbitration under the PCA Arbitration Rules 2012.

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Requirements for Arbitrators	<p>Rule 10.1 Arbitrators must be impartial and independent.</p> <p>Rule 5.7 If the Parties are of different nationalities, the sole arbitrator or Chairperson of the Tribunal shall be of a different nationality than the Parties, unless otherwise agreed</p>	<p>Article 18 Arbitrators must be impartial and independent.</p> <p>Article 17(6) If the Parties are of different nationalities, the sole arbitrator or Chairperson of the Tribunal shall be of a different nationality than the Parties, unless otherwise agreed.</p>	<p>Article 14 ICSID Convention Arbitrators must be persons of high moral character and recognized competence in the fields of law, commerce, industry or finance, who may be relied upon to exercise independent judgment.</p> <p>Rule 1(3) Where the Tribunal is to consist of three members, neither Party may appoint a national of its own country without the agreement of the other Party.</p>	<p>Article 11 Nominees for the role of arbitrator must disclose any circumstances that give rise to justifiable doubts about their impartiality or independence.</p>	<p>Article 11 Arbitrators must be persons of high moral character and of recognized competence in professional fields such as law and investment and who is proficient in exercising independent judgement.</p> <p>Unless otherwise agreed by the Parties, a sole arbitrator, a presiding arbitrator and/or the majority of arbitrators shall be of a different nationality to the Parties.</p>	<p>Article 11 Nominees for the role of arbitrator must disclose any circumstances that give rise to justifiable doubts about their impartiality or independence.</p>
Appointment of Tribunal in the Event of a Defaulting Party	<p>Rule 7.2 If a Respondent fails to nominate an arbitrator within 35 days of the Claimant's nomination, the SIAC Court shall appoint an arbitrator in its behalf.</p>	<p>Article 17 If the Tribunal has not been appointed within the time period agreed by the Parties (or where the Parties have not agreed on a time, within the time period set by the SCC Board), the SCC Board shall make the appointment/s.</p>	<p>Rule 4 If the Tribunal has not been appointed within 90 days after registration of the arbitration by the Secretary General, either Party may request that the Chairman of the Administrative Council make the appointment/s.</p>	<p>Article 9.2 If a Respondent fails to nominate an arbitrator within 30 days of the Claimant's nomination, the Claimant may request that the Secretary General of the PCA appoints an arbitrator on behalf of the Respondent.</p>	<p>Article 12 If either Party fails to nominate an arbitrator within 30 days of the Request for Arbitration, the Chairman of CIETAC shall appoint an arbitrator on its behalf. Where the Parties fail to jointly nominate a presiding arbitrator, the Chairman of CIETAC shall propose a list of five recommended candidates for the Parties to rank in order of preference, following which, the Chairman of CIETAC shall appoint in accordance with the Parties' common preferences.</p>	<p>Article 9.2 If a Respondent fails to nominate an arbitrator within 30 days of the Claimant's nomination, the Claimant may request that the Secretary General of the PCA appoints an arbitrator on behalf of the Respondent.</p>
Grounds for Challenging Arbitrators	<p>Rule 11.1 Challenges may only be brought where there are justifiable doubts as to the arbitrator's impartiality or independence or if the arbitrator does not possess any requisite qualification on which the Parties have agreed.</p>	<p>Article 19(1) Challenges may only be brought where there are justifiable doubts as to the arbitrator's impartiality or independence or if the arbitrator does not possess any requisite qualification on which the Parties have agreed</p>	<p>Rule 9(1) Challenges may be brought where an appointed arbitrator manifestly lacks any of the qualities set out in Article 14.</p>	<p>Article 12.1 Challenges may be brought where there are justifiable doubts as to the arbitrator's impartiality or independence.</p>	<p>Article 17.2 Challenges may be brought where there are justifiable doubts as to the arbitrator's impartiality or independence.</p>	<p>Article 12.1 Challenges may be brought where there are justifiable doubts as to the arbitrator's impartiality or independence.</p>

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Timing of Challenges to Arbitrators	<p>Rule 12.1 Any challenge must be brought within 28 days of the notice of appointment or the date the circumstances giving rise to the challenge became known to the Party.</p> <p>Rule 12.4 The challenged arbitrator shall be entitled to continue in the arbitration unless the Registrar orders a suspension of proceedings.</p> <p>Rule 13.1 The SIAC Court shall decide the outcome of the challenge.</p>	<p>Article 19(3) Any challenge must be brought within 15 days from the date the circumstances giving rise to the challenge became known to the Party.</p> <p>Article 19(5) Any disputed challenge shall be determined by the SCC Board.</p>	<p>Rule 9(1) Any challenge must be brought promptly and, in any event, before the proceedings are declared closed.</p> <p>Rule 9(4) The members of the Tribunal not subject to a challenge shall determine whether the challenge is successful.</p> <p>Rule 9(6) The proceedings shall be suspended until a decision has been taken on the challenge.</p>	<p>Article 13.1 Any challenge must be brought within 15 days of the notice of appointment or the date the circumstances giving rise to the challenge became known to the Party.</p> <p>Article 13.4 Any disputed challenge shall be determined by the Secretary General of the PCA.</p>	<p>Article 17.1 Any challenge must be brought within 30 days of the notice of appointment or the date the circumstances giving rise to the challenge became known to the Party.</p> <p>Article 17.4 The Chairman of CIETAC shall make a final decision on any challenge, taking into account all relevant circumstances and, unless otherwise agreed, shall state the reasons for his/her decision.</p> <p>Article 17.5 The challenged arbitrator shall be entitled to continue in the arbitration until a final decision is reached on the challenge.</p>	<p>Article 13.1 Any challenge must be brought within 30 days of the notice of appointment or the date the circumstances giving rise to the challenge became known to the Party.</p> <p>Article 13.4 Any disputed challenge shall be determined by the Secretary General of the PCA.</p>
Emergency Arbitrator Provisions	<p>Rule 27.4 A Party in need of emergency relief may apply for the appointment of an emergency arbitrator prior to constitution of the Tribunal, provided that the Parties have expressly agreed to application of these provisions.</p> <p>Schedule 1, Para 3 If the application is accepted, an emergency arbitrator shall be appointed by the SIAC Court within one business day of receipt.</p> <p>Schedule 1, Para 9 The emergency arbitrator's interim award shall be made within 14 days of appointment.</p>	<p>Appendix II, Article 1 A Party in need of emergency relief may apply for the appointment of an emergency arbitrator prior to constitution of the Tribunal.</p> <p>Appendix II, Article 4 The SCC Board shall seek to appoint an emergency arbitrator, where appropriate, within 24 hours of receipt of the application.</p> <p>Appendix II, Article 8 Any emergency decision on interim measures shall be made no later than 5 days from the date the application was referred to the emergency arbitrator.</p>	No specific provisions.	No specific provisions.	<p>Article 40.1 A Party in need of emergency relief may apply for the appointment of an emergency arbitrator prior to constitution of the Tribunal, based on the applicable law or the agreement of the Parties.</p> <p>Appendix II, Article 2.1 If the application is accepted, an emergency arbitrator shall be appointed by either the IDSC or CIETAC Hong Kong (as appropriate) within one business day of receipt.</p> <p>Appendix II, Article 6.2 The emergency arbitrator's interim award shall be made within 15 days of appointment.</p>	No specific provisions.

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Early Dismissal Provisions	<p>Rule 26.1 A Party may file an application for early dismissal, on the basis that the claim is:</p> <ul style="list-style-type: none"> (i) manifestly without merit; (ii) manifestly outside the jurisdiction of the Tribunal; or (iii) manifestly inadmissible. <p>Rule 26.4 The Tribunal shall make its determination within 90 days of the application being filed.</p>	<p>Article 39 A Party may request that one or more issues of fact or law is dealt with by summary procedure. Such an application may concern issues of jurisdiction, admissibility or the merits and might assert that:</p> <ul style="list-style-type: none"> (i) an allegation of fact or law material to the outcome of the case is manifestly unsustainable; (ii) even if the facts alleged by the other Party are assumed to be true, no award could be rendered in favour of that party under the applicable law; or (iii) any issue of fact or law material to the outcome of the case is, for any other reason, suitable to determination by way of summary procedure. 	<p>Rule 41(1) A Party may file a preliminary objection that the claim is not within the jurisdiction of ICSID or within the competence of the Tribunal, no later than the time limit fixed for filing the counter-memorial.</p> <p>Rule 41(6) If the Tribunal decides that the dispute is not within the jurisdiction of the Centre or not within its own competence, or that all claims are manifestly without legal merit, it shall render an award to that effect.</p>	No specific provisions.	<p>Article 26.1 A Party may file an application for early dismissal, on the basis that the claim is:</p> <ul style="list-style-type: none"> (i) manifestly without merit; or (ii) manifestly outside the jurisdiction of the Tribunal. <p>Article 26.5 The Tribunal shall make its determination within 90 days of the application being filed.</p>	No specific provisions.
Interim Measures	<p>Rules 24 & 27.1 The Tribunal may order inspection of documents; preservation, storage, sale or disposal of assets; security for costs; security for all or part of the amount in dispute; disclosure of third-party funding arrangements; and/or any other interim relief it deems appropriate.</p>	<p>Article 37 The Tribunal may grant any interim measures it deems appropriate.</p> <p>Article 38 The tribunal may order security for costs, having regard to:</p> <ul style="list-style-type: none"> (i) prospects of success; (ii) ability to comply with an adverse costs order; (iii) appropriateness in all the circumstances; and (iv) any other relevant considerations. 	<p>Rule 39(1) At any time after the institution of the proceeding, a Party may request that provisional measures for the preservation of its rights be recommended by the Tribunal.</p>	<p>Article 26 The Tribunal may order interim measures including injunctive relief, preservation of assets out of which a subsequent award may be satisfied, and preservation of evidence, provided that the requesting Party satisfies the Tribunal that:</p> <ul style="list-style-type: none"> (i) harm not adequately reparable by an award of damages is likely to result if the measure is not rendered and such harm substantially outweighs the harm likely to result to the Party against whom the measure is sought; and (ii) there is a reasonable possibility that the requesting party will succeed on the merits of the claim. 	<p>Article 40.2 The Tribunal may order any interim relief it deems necessary or proper, in accordance with the applicable law or the agreement of the Parties.</p>	<p>Article 26 The Tribunal may order interim measures including injunctive relief, preservation of assets out of which a subsequent award may be satisfied, and preservation of evidence, provided that the requesting Party satisfies the Tribunal that:</p> <ul style="list-style-type: none"> (i) harm not adequately reparable by an award of damages is likely to result if the measure is not rendered and such harm substantially outweighs the harm likely to result to the Party against whom the measure is sought; and (ii) there is a reasonable possibility that the requesting party will succeed on the merits of the claim.

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Confidentiality/ Transparency	<p>Rule 37 Unless otherwise agreed by the Parties, all matters relating to the proceedings, including the award, shall be treated as confidential.</p> <p>Rule 38.2 SIAC may publish limited details of the arbitration, including the nationality of the parties, identity and nationality of the arbitrators, the legal instrument under which the arbitration was commenced and whether proceedings are ongoing or have been terminated.</p>	<p>Article 3 Unless otherwise agreed by the Parties, all matters relating to the proceedings, including the award, shall be treated as confidential.</p>	<p>No specific provisions.</p> <p>Note: In practice, the ICSID Secretariat publishes brief details of the proceedings, including the names of the Parties and such other documents and information as the Parties agree to be published.</p>	<p>Articles 2 & 3 Transparency Rules Various information and documents shall be made available to the public, including the details of the Parties, the statements of case and any expert reports and witness statements.</p> <p>Article 6.1 Transparency Rules Hearings for the presentation of evidence and oral argument shall be public</p> <p>Article 7 Transparency Rules Exceptions to public disclosure and hearings may be permitted in certain circumstances, such as for confidential business information and where disclosure is contrary to the State's essential security interests.</p>	<p>Article 32 Unless otherwise agreed by the Parties or decided by the Tribunal, the hearing shall be public.</p> <p>Article 55 Unless otherwise agreed by the Parties, the Parties shall be deemed to agree that CIETAC may publish information on the arbitral proceedings, including but not limited to statements of case, written statements, written submissions by third parties, transcripts of hearings and orders, decisions and awards of the Tribunal. This is subject to safeguards for confidential information.</p>	<p>Article 28.3 Hearings shall be held <i>in camera</i> unless otherwise agreed by the Parties.</p>

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Third Party Intervention	<p>Rule 29.1 Non-disputing parties to a relevant treaty or contract may make written submissions to the Tribunal regarding interpretation of the treaty or contract, provided that these are relevant to the dispute.</p> <p>Rules 29.2 and 29.3 Non-disputing parties to a relevant treaty or contract and/or other third parties may make apply to the Tribunal to make written <i>Amicus Curiae</i> submissions, provided that they:</p> <ul style="list-style-type: none"> (i) assist the Tribunal in the determination of a relevant factual or legal issue by bringing a perspective, particular knowledge or insight that is different from that of the Parties; (ii) address a matter within the scope of the dispute; and (iii) have a sufficient interest in the proceedings and/or any other related proceedings. 	<p>Appendix III, Article 4 The Tribunal shall allow, or after consultation with the Parties, may invite submissions on treaty interpretation that are material to the outcome of the case from a non-disputing treaty party.</p> <p>Appendix III, Article 3 Other third parties may apply for permission to make written submissions in the arbitration. In determining whether to allow such submissions, after consulting with the Parties, the Tribunal shall have regard to:</p> <ul style="list-style-type: none"> (i) the nature and significance of the interest of the third party in the arbitration; (ii) whether the submission would assist the Tribunal in determining a material factual or legal issue by bringing a perspective, particular knowledge or insight that is distinct from or broader than that of the disputing Parties; and (iii) any other relevant circumstances. 	<p>Rule 37(2) After consulting both parties, the Tribunal may allow a person or entity that is not a party to the dispute to file a written submission regarding a matter within the scope of the dispute. In determining whether to allow such a filing, the Tribunal shall consider, among other things, the extent to which:</p> <ul style="list-style-type: none"> (i) the non-disputing party submission would assist the Tribunal in the determination of a factual or legal issue related to the proceeding by bringing a perspective, particular knowledge or insight that is different from that of the disputing Parties; (ii) the non-disputing party submission would address a matter within the scope of the dispute; and (iii) the non-disputing party has a significant interest in the proceedings. 	<p>Article 5.1 Transparency Rules The Tribunal shall allow, or after consultation with the Parties, may invite submissions on treaty interpretation that are material to the outcome of the case from a non-disputing treaty party.</p> <p>Article 4 Transparency Rules The Tribunal may, after consulting the Parties, allow other third parties to make written <i>Amicus Curiae</i> submissions, provided that they:</p> <ul style="list-style-type: none"> (i) have a sufficient interest in the proceedings; and (ii) assist the Tribunal in the determination of a relevant factual or legal issue by bringing a perspective, particular knowledge or insight that is different from that of the Parties. 	<p>Article 44.1 Non-disputing parties to a relevant treaty or contract may make written submissions to the Tribunal regarding interpretation of the treaty or contract, provided that these are relevant to the dispute.</p> <p>Article 44.2 Non-disputing parties to a relevant treaty or contract and/or other third parties may make apply to the Tribunal to make written <i>Amicus Curiae</i> submissions. When determining whether to grant such an application, the Tribunal shall consider, in addition to the views of the Parties:</p> <ul style="list-style-type: none"> (i) the extent to which the third party would bring a perspective, particular knowledge or insight that is different from that of the Parties and assists in the determination of a factual or legal issue; (ii) whether the third party has a significant interest in the arbitration; and (iii) whether allowing such written submissions would affect the Parties' right to confidentiality or any other rights. 	No specific provisions.

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Third Party Funding	<p>Rule 24 The Tribunal may order disclosure of third party funding arrangements, including the identity of the funder, its interest in the outcome of proceedings and/or whether the funder has committed to undertake adverse costs liability.</p> <p>Rules 33.1 and 35 The Tribunal may take into account any third party funding arrangements when apportioning the costs of the arbitration.</p>	No specific provisions.	No specific provisions	No specific provisions.	<p>Article 27.2 A Party must notify the Tribunal and the other Parties as soon as any third party funding agreement is concluded, including the nature of the agreement and the identity of the funder. The Tribunal may also order disclosure of any other relevant information.</p> <p>Article 27.3 The Tribunal may take into account any third party funding arrangements when apportioning the costs of the arbitration.</p>	No specific provisions.
Applicable Law	<p>Rule 28.1 The Tribunal shall apply the law and/or rules of law designated by the Parties. Failing such designation, the Tribunal shall apply the law and/or rules of law which it determines to be appropriate, including any relevant national laws, international treaties and custom and general principles of law.</p>	<p>Article 27(1) The Tribunal shall apply the law and/or rules of law designated by the Parties. Failing such designation, the Tribunal shall apply the law and/or rules of law which it determines to be appropriate.</p>	<p>Article 42 ICSID Convention The Tribunal shall decide a dispute in accordance with such rules of law as may be agreed by the Parties. In the absence of such agreement, the Tribunal shall apply the law of the Contracting State party to the dispute (including its rules on the conflict of laws) and such rules of international law as may be applicable.</p>	<p>Article 35.1 The Tribunal shall apply the law and/or rules of law designated by the Parties. Failing such designation, the Tribunal shall apply the law and/or rules of law which it determines to be appropriate.</p>	<p>Article 46 The Tribunal shall apply the law and/or rules of law designated by the Parties. Failing such designation, the Tribunal shall apply the law and/or rules of law which it determines to be appropriate, including the domestic laws of any relevant State, any applicable rules of international law and trade custom.</p>	<p>Article 35.1(d) The Tribunal shall apply the law and/or rules of law designated by the Parties. Failing such designation, in cases involving a State and a private party, the Tribunal shall apply the law and/or rules of law which it determines to be appropriate.</p>
Timing of Award	<p>Rule 30.3 The Tribunal shall issue a draft award to the Registrar within 90 days from the close of proceedings.</p>	<p>Article 43 The final award shall be made no later than six months from the date the case was referred to the Tribunal. The SCC Board may extend this time limit upon a reasoned request from the Tribunal or if otherwise deemed necessary.</p>	<p>Rule 46 The award shall be drawn up and signed within 120 days after closure of the proceedings. The Tribunal may, however, extend this period by a further 60 days if it would otherwise be unable to draw up the award.</p>	No specific provisions.	<p>Article 45 The Tribunal shall render an award within six months from the close of proceedings.</p>	No specific provisions.

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Allocation of Costs	Rule 35 The Tribunal shall have the authority to order in its award that all or a part of the legal or other costs of a Party be paid by another Party.	Article 50 The Tribunal may order one Party to pay any reasonable costs incurred by the other Party, having regard to the outcome of the case, each Party's contribution to the efficiency and expeditiousness of the arbitration and any other relevant circumstances.	No specific provisions.	Article 42.1 The costs of the arbitration shall in principle be borne by the unsuccessful Party. However, the Tribunal may apportion the costs between the Parties if appropriate, taking into account the circumstances of the case.	Article 53 The Tribunal has the power to determine the apportionment of costs of the arbitration among the parties and, having regard to the circumstances of the case, to order that the losing Party shall compensate the winning Party for expenses reasonably incurred in pursuing the case.	Article 42.1 The costs of the arbitration shall in principle be borne by the unsuccessful Party. However, the Tribunal may apportion the costs between the Parties if appropriate, taking into account the circumstances of the case.

Important Note: This is a simplified guide intended to provide an overview of the similarities and differences among some of the major institutional and ad hoc international arbitration rules. It is not intended as a substitute for detailed legal advice as to the procedures and laws which govern a particular dispute. Advice should be sought when agreeing to arbitration and at any early stage of any dispute.

Correct as at 25 May 2018

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