

Judial Arbitration Rules 2026

Schiedsgerichtsordnung der Judial.com

Version 1.0 of 27 October 2026

Part I - General Provisions

Article 1 - Scope of application

1. These Rules apply where the parties have agreed, before or after a dispute has arisen, to refer a dispute to arbitration under the Judial Arbitration Rules, or to arbitration administered by Judial or conducted on Judial.com.
2. The Rules in force on the date the arbitration commences apply, unless the parties have agreed on the version in force on the date of their arbitration agreement.
3. The Rules apply only to disputes between parties that each act in the exercise of their trade, business or profession. They do not apply to disputes involving a consumer, to employment disputes, or to disputes that are not capable of settlement by arbitration under the law of the seat. Judial shall decline to administer any such dispute.
4. Where a provision of these Rules conflicts with a mandatory provision of the law of the seat, the mandatory provision prevails.
5. Where these Rules are silent, the Arbitral Tribunal shall conduct the arbitration as it considers appropriate, in accordance with the law of the seat and with the principles of equal treatment and the right to be heard.
6. The arbitration is conducted online, through the Platform and by video conference, unless these Rules provide otherwise or the Arbitral Tribunal orders otherwise for good reason. Physical steps are limited to those these Rules require, in particular the delivery of hand-signed originals of the award and the postal delivery of Formal Documents under Article 6(4).

Article 2 - Definitions

In these Rules:

- **Judial** means Dr. Adam S. Dampc, a natural person, who operates Judial.com, Kolpingstr. 18, 68165 Mannheim, Germany, acting as administering institution.
- **Secretariat** means the administrative unit of Judial that manages cases. It does not decide disputes.
- **Judial Arbitrator** means an arbitrator listed by Judial under Article 16(1).
- **Appointing Authority** means the German Arbitration Institute (DIS) designated under Article 16(2).
- **Arbitral Tribunal** means the sole arbitrator or the three arbitrators appointed in a case. Where there is a sole arbitrator, references to the arbitrator mean the Arbitral Tribunal.
- **Platform** means the secure online case management system operated by Judial at judial.com.
- **Party** means a claimant or a respondent; where there are several, the term includes each of them.
- **Advanced Electronic Signature** and **Qualified Electronic Signature** have the meanings given in Regulation (EU) No 910/2014 (eIDAS), as amended.
- **Days** means calendar days.

Article 3 - Role of Judial

1. Judial administers arbitrations under these Rules. It does not decide disputes; only the Arbitral Tribunal does.
2. The Secretariat registers cases, transmits communications, keeps the case file, collects fees and performs the formal review of awards under Article 37(5). It does not influence the Arbitral Tribunal's decision on the merits.

3. Judial, the Secretariat and the Appointing Authority act impartially towards all parties. Judial does not give legal advice to any party.

Article 4 - Seat of arbitration

1. The seat of arbitration is Mannheim, Germany. The parties may agree in writing on a different seat before the Arbitral Tribunal is constituted, provided the seat lies in a State party to the New York Convention and Judial consents.
2. The award is deemed to have been made at the seat, regardless of where it is signed or where any hearing took place.
3. Hearings, meetings and deliberations may be held online or at any location without changing the seat.
4. The arbitration is governed by the arbitration law of the seat, supplemented by these Rules. For a seat in Germany, this is Book 10 of the German Code of Civil Procedure (ZPO).

Article 5 - Language

1. The language of the arbitration is the language agreed by the parties. Failing agreement, the Arbitral Tribunal determines it, having regard to the language of the contract and of the parties' correspondence. Until then, the Secretariat uses the language of the arbitration agreement or English.
2. The Arbitral Tribunal may order that documents in another language be accompanied by a translation.
3. Where the award is issued in two languages under Article 47, both versions are signed. The parties may agree which version prevails; failing agreement, the version in the language of the arbitration prevails.

Article 6 - Communications and notification

1. All submissions and communications are made through the Platform, unless these Rules provide otherwise or the Arbitral Tribunal directs otherwise.
2. Each party shall give an email address and a postal address for notifications (Notification Address) and keep them up to date. If a party is represented, its representative's addresses apply.
3. A communication uploaded to the Platform is received when the addressee opens it on the Platform. If the addressee does not open it, it is received on the third day after Judial notified the addressee of its availability by email to the Notification Address, unless the email was returned as undeliverable.
4. The following documents require proof of delivery (Formal Documents): the invitation or Request for Arbitration, the notice of constitution of the Arbitral Tribunal, the notice of the joint meeting or of any other hearing, and the award. A Formal Document is delivered when (a) the addressee has opened it on the Platform, as shown by the access log, or (b) failing that within 7 days, it has been delivered by courier or registered mail with proof of delivery to the addressee's Notification Address or registered business address.
5. If, after reasonable inquiry, no current address of a party can be found, a Formal Document is deemed received on the day it would have been received if sent by registered mail or courier to the party's last known business address, registered office or habitual residence (§ 1028 ZPO).
6. The Platform's time-stamped logs are evidence of dispatch, access and receipt. Judial keeps them for at least 10 years after the case closes.

Article 7 - Time limits

1. A time limit starts on the day after the relevant communication is received. If the last day is a Saturday, Sunday or public holiday at the seat or at the addressee's place of business, the time limit ends on the next business day.
2. The Arbitral Tribunal, or the Secretariat before the Arbitral Tribunal is constituted, may extend any time limit, on request or on its own initiative, where this is needed to give a party a reasonable opportunity to present its case.
3. Durations stated in these Rules or announced by Judial as targets, including the standard timetable and the target date of the award, are indicative. Failure to meet them does not end the Arbitral Tribunal's mandate, does not affect its jurisdiction and does not affect the validity of the award.
4. A time limit expires at 24:00 on its last day, local time at the seat (CET or CEST). A submission is in time if the Platform's time stamp shows that it was uploaded before then.
5. If the Platform is unavailable for a total of more than 12 hours on the last day of a time limit, the time limit is extended until 24:00 on the next day on which the Platform is available. Judial records every outage in the case files concerned. During an outage, a party may send its submission by email to arbitration@judial.com; it is in time if the email is received before the time limit expires, and the Secretariat uploads it to the Platform.

Article 8 - Waiver of objections

A party that knows that a provision of these Rules, or a requirement agreed by the parties, has not been complied with and continues with the arbitration without objecting without undue delay, and in any event within 14 days, waives its right to object. This does not apply to mandatory provisions of the law of the seat.

Article 9 - Representation

1. A party may be represented or assisted by persons of its choice, including lawyers of any jurisdiction. It shall upload a power of attorney or equivalent proof of authority on request.
2. After the Arbitral Tribunal is constituted, a party shall notify any change of representative without delay. The Arbitral Tribunal may refuse a new representative whose involvement would create a conflict of interest with an arbitrator.

Part II - Arbitration Agreement and Commencement

Article 10 - Form of the arbitration agreement

1. The arbitration agreement shall be in writing. This requirement is met if the agreement is contained in:
 1. a document signed by the parties by hand, by Qualified Electronic Signature or by Advanced Electronic Signature;
 2. an exchange of letters, emails or other means of communication that provides a record of the agreement; or
 3. a Submission Agreement concluded under Article 11.
2. Judial recommends the Model Arbitration Clause in Annex A for contracts and the Submission Agreement in Annex B for existing disputes.
3. Where an arbitration clause is contained in general terms and conditions, the claimant shall submit evidence that those terms were incorporated into a contract accepted in writing by the respondent.
4. A lack of form is cured if the respondent takes part in the arbitration on the merits without objecting to the lack of form, to the extent the applicable law allows (§ 1031(6) ZPO).

Article 11 - Invitation procedure for existing disputes

1. Where no arbitration agreement exists, a party (Inviting Party) may use the Platform to invite another party to conclude a Submission Agreement in the form of Annex B.
2. The invitation shall contain: the names, addresses and registration details of the parties; a short description of the dispute and of the relief sought; the estimated amount in dispute; the proposed language; the full text of the proposed Submission Agreement; a link to these Rules in the applicable version at <https://judial.com/rules>; the applicable fees; and the name of the proposed Judial Arbitrator with their Statement under Article 19(2).
3. Judial sends the invitation only after the Inviting Party has accepted the Submission Agreement by one of the means listed in paragraph 4, in the same verified step and with the same acceptance record as required for the Invited Party. Judial sends the invitation in its own name and in neutral terms, not on behalf of the Inviting Party, to the email address given by the Inviting Party and, where a postal address is given, also by post. The invitation remains open for acceptance for 7 days. Article 7(1) does not apply to this period: it begins on the day Judial sends the invitation, which counts as the first day, and ends at 24:00 on the seventh day, local time at the seat (Article 7(4)). The Inviting Party may extend this period.
4. The Submission Agreement is concluded only when both parties have accepted it by one of the following means:
 1. Qualified Electronic Signature;
 2. Advanced Electronic Signature provided through the Platform after identity verification;
 3. handwritten signature, uploaded as a scan and followed by the original on request; or
 4. an express electronic declaration of acceptance on the Platform (click acceptance), provided that the full text of the Submission Agreement and a link to these Rules were displayed immediately before acceptance, the person accepting was identified by a verified business email address and a one-time code, and the Platform records the text accepted, the person's name and function, the party, and the date and time of acceptance.

5. Once both parties have accepted, the Secretariat sends the concluded Submission Agreement, with each party's acceptance record, to both parties by email and stores it in the case file. This exchange of communications provides the record of the agreement (§ 1031(1) ZPO). By concluding the Submission Agreement, the parties also agree on the arbitrator named in it (Article 18(1)).
6. Each person signing or accepting confirms that they are authorised to bind the party on whose behalf they act. The Secretariat may require proof of authority, such as a commercial register extract or a power of attorney, before the arbitration proceeds.
7. If the invited party does not accept, no arbitration agreement is formed and no fees are due from it. Silence is never acceptance.

Article 12 - Request for Arbitration

1. A party wishing to commence an arbitration under an existing arbitration agreement shall submit a Request for Arbitration through the Platform.
2. The Request shall contain:
 1. the names, addresses, Notification Addresses and registration details of the parties and their representatives;
 2. a copy of the arbitration agreement and of the contract from which the dispute arises;
 3. a description of the facts and of the claims;
 4. the relief sought and the amount in dispute;
 5. any proposal on the number of arbitrators, the language and the applicable law, and any nomination of an arbitrator; and
 6. the main evidence relied on.
3. The Secretariat checks the Request for formal completeness. It may set a time limit to complete it. This check is not a decision on jurisdiction.
4. The Secretariat transmits the Request to the respondent as a Formal Document under Article 6(4) once the advance on costs under Article 45 has been paid.
5. The arbitration commences on the date the respondent receives the Request. Where the arbitration is based on a Submission Agreement under Article 11, the invitation counts as the Request, and the arbitration commences on the date the Submission Agreement is concluded.

Article 13 - Counterclaim and set-off

1. The respondent may raise a counterclaim or a set-off defence in its statement of case under Article 24. A counterclaim shall contain the information required for a Request under Article 12(2).
2. The claimant may respond to a counterclaim in its written comments under Article 24(3) and at the joint meeting.
3. The Arbitral Tribunal decides a set-off defence to the extent the counterclaim relied on falls within an arbitration agreement between the parties or the claimant agrees.
4. A respondent's failure to submit a statement of case does not prevent the arbitration from proceeding (Article 28).

Article 14 - Case Confirmation

1. Within 2 days after the advance on costs has been paid, the Arbitral Tribunal shall issue a Case Confirmation on the Platform. It states the parties and their representatives, the arbitration agreement relied on, the seat, the language, the applicable version of these Rules, the claims and counterclaims, the procedural

timetable, the date and format of the joint meeting, and the use of technology tools under Article 31(3).

2. The parties are invited to sign the Case Confirmation electronically within 7 days. A signature confirms each party's consent to the arbitration of the listed claims under these Rules, except for any jurisdictional objection the party expressly reserves in it.
3. A party's refusal to sign does not stop the arbitration.

Article 15 - Multiple parties and joinder

1. Claims by or against several parties may be brought in one arbitration if all of them are bound by the same arbitration agreement or by compatible arbitration agreements.
2. An additional party may be joined only with the consent of all parties and of the additional party. After the Arbitral Tribunal is constituted, the additional party must also accept its composition.
3. Arbitrations may be consolidated only with the consent of all parties.
4. Where the Arbitral Tribunal is to have three members and several claimants or several respondents cannot jointly nominate an arbitrator, the Appointing Authority appoints all three arbitrators.

Part III - The Arbitral Tribunal

Article 16 - Judial Arbitrators and Appointing Authority

1. Judial publishes on judial.com a list of Judial Arbitrators, with each arbitrator's qualifications, languages and any connection to Judial. Until further arbitrators are listed, the founder of Judial, Dr. Adam S. Dampc, Rechtsanwalt, Mannheim, is the sole Judial Arbitrator.
2. The Appointing Authority is the German Arbitration Institute (Deutsche Institution für Schiedsgerichtsbarkeit e.V., DIS), Bonn, acting under its guideline on its activity as Appointing Authority. The Secretariat or any party may submit a request to the DIS; the Secretariat sends a copy of every request to all parties. The Appointing Authority decides objections under Article 19(4), challenges under Article 20, and removals and replacements under Article 21, and makes the appointments assigned to it by these Rules. The DIS acts only on request and under its own guideline. It is not bound by these Rules, has neither reviewed nor approved them, and has no agreement with Judial. Its designation in these Rules does not imply any cooperation with Judial or any endorsement of Judial or these Rules. Where the DIS declines to act, or an arbitrator is not appointed within 14 days after the DIS received the request, any party may apply to the Higher Regional Court (Oberlandesgericht) competent under § 1062(1) no. 1 ZPO for the necessary measures, including the appointment of the arbitrator (§ 1035(4) ZPO). For challenges, Article 20(3) and (4) apply. Where the DIS does not decide on the removal of an arbitrator, any party may apply to that court for a decision on the termination of the arbitrator's mandate (§ 1038(1) ZPO).
3. Where there are several Judial Arbitrators, Judial assigns each case according to published criteria: language, subject matter, availability and absence of conflicts.
4. **Fees of the Appointing Authority.** The fees and expenses of the Appointing Authority are not included in the fee under Annex C and are borne by the parties. Under its guideline on its activity as Appointing Authority, the DIS may charge fees of up to EUR 2,000 per candidate for acting as appointing authority or for a specific recommendation, and decides on the amount at its discretion. The fee that applies is the one the DIS sets under its guideline in force when the request is made; Judial gives no assurance as to its amount. The party whose objection under Article 19(4), challenge under Article 20 or application for removal under Article 21(1) gives rise to the request pays the advance for the Appointing Authority's fees, including where the objection is made without reasons; in all other cases, the parties pay it in equal shares. The Secretariat requests the advance and submits the request to the DIS once the advance has been paid. A party that submits a request directly to the DIS pays the DIS fee itself as an advance. If an advance is not paid in time, Article 45(5) applies accordingly. The Arbitral Tribunal allocates these fees finally in its decision on costs under Article 46.

Article 17 - Number of arbitrators

1. The Arbitral Tribunal consists of a sole arbitrator, unless the parties have agreed on three arbitrators.
2. Judial may decline to administer a case with three arbitrators while it lists fewer than three Judial Arbitrators. Any advance paid is then refunded in full.

Article 18 - Appointment of arbitrators

1. **Arbitration based on a Submission Agreement.** The invitation names the Judial Arbitrator proposed by Judial and contains their Statement under Article 19(2). By concluding the Submission Agreement, the parties agree on that

arbitrator. The Arbitral Tribunal is constituted when the Submission Agreement is concluded.

2. **Arbitration based on an arbitration clause.** Unless the parties have jointly nominated an arbitrator, Judial designates a Judial Arbitrator as sole arbitrator within 3 days after the arbitration commences. The Arbitral Tribunal is constituted with the notice under paragraph 4, subject to Articles 19(4) and 20.
3. **Three arbitrators.** Each party nominates one arbitrator, the claimant with its claim and the respondent within 7 days of receiving it. The two co-arbitrators jointly nominate the presiding arbitrator within 7 days. Where a nomination is not made in time, the Appointing Authority makes it.
4. **Notice of constitution.** Every arbitrator submits the Statement under Article 19(2) before acting. The Secretariat notifies every party of the constitution of the Arbitral Tribunal, with each Statement, as a Formal Document under Article 6(4).

Article 19 - Impartiality, independence and disclosure

1. Every arbitrator shall be a natural person with full legal capacity, and shall be and remain impartial and independent of the parties and their representatives.
2. Every arbitrator shall sign a Statement of Acceptance, Availability, Impartiality and Independence. In it, they shall disclose any circumstances likely to give rise to justifiable doubts as to their impartiality or independence (§ 1036(1) ZPO), having regard to the IBA Guidelines on Conflicts of Interest in International Arbitration.
3. The duty to disclose continues until the arbitration ends.
4. **Connection to Judial.** A Judial Arbitrator who is a shareholder, managing director or employee of Judial, or has any other financial interest in Judial, shall disclose that connection in the Statement. Where the arbitrator is named in a Submission Agreement, the parties' agreement covers the disclosed connection. In every other case, any party may object to the arbitrator within 7 days of receiving the Statement, without giving reasons. The objecting party pays the advance for the Appointing Authority's fees (Article 16(4)). The Appointing Authority then appoints an arbitrator who has no such connection and who does not practise jointly, or share offices, with a Judial Arbitrator.
5. No Judial Arbitrator, and no lawyer who practises jointly with a Judial Arbitrator or shares offices with them (Bürogemeinschaft), shall act as counsel or adviser:
 - (a) at any time, to any person, in the matter that was the subject of a Judial arbitration in which that Judial Arbitrator acted; or
 - (b) to a party to a Judial arbitration in which that Judial Arbitrator acts or acted, or to its affiliates, in any other matter while the arbitration is pending and for two years after it ends.
6. No arbitrator's remuneration, and no fee due to Judial, depends on the outcome of the case or on which party commenced it.

Article 20 - Challenge of arbitrators

1. A party may challenge an arbitrator only if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence, or if the arbitrator lacks qualifications agreed by the parties. A party may challenge an arbitrator it agreed on only for reasons it learned of after the agreement (§ 1036(2) ZPO).
2. The challenge shall be submitted to the Secretariat, with reasons, within 14 days after the party learned of the constitution of the Arbitral Tribunal or of the circumstances relied on.
3. If the arbitrator does not withdraw and the other party does not agree to the challenge, the Appointing Authority decides after giving the arbitrator and all

parties an opportunity to comment. It gives reasons for its decision. Neither the challenged arbitrator nor the Arbitral Tribunal decides on the challenge. If the Appointing Authority declines to decide on the challenge, or has not decided within 14 days after receiving the request, the challenge procedure under these Rules ends, the challenge is deemed rejected for the purposes of § 1037(3) ZPO, and the challenging party may apply directly to the court under paragraph 4. The Secretariat notifies the parties of this without delay.

4. If the challenge is rejected by the Appointing Authority or is deemed rejected under paragraph 3, the challenging party may, within one month after receiving notice of the rejection, apply to the Higher Regional Court (Oberlandesgericht) competent under § 1062(1) no. 1 ZPO for a decision on the challenge (§ 1037(3) ZPO). The Arbitral Tribunal, including the challenged arbitrator, may continue the arbitration and make an award while that application is pending.

Article 21 - Replacement of arbitrators

1. An arbitrator is replaced if they die, withdraw, are removed by the agreement of all parties, are successfully challenged, or are removed by the Appointing Authority because they are unable to perform their functions or fail to act without undue delay (§ 1038 ZPO). The Appointing Authority removes an arbitrator only after hearing them and the parties.
2. Judial designates another Judial Arbitrator as replacement. If no Judial Arbitrator is available, or a party objects under Article 19(4), the Appointing Authority appoints the replacement. The fees of the Appointing Authority are borne under Article 16(4).
3. After hearing the parties, the replacement arbitrator decides whether, and to what extent, earlier steps of the arbitration are to be repeated.

Part IV - Conduct of the Proceedings

Article 22 - General principles

1. The parties shall be treated equally. Each party shall be given a full opportunity to present its case (§ 1042(1) ZPO).
2. The Arbitral Tribunal shall not base its decision on any fact, document, evidence or legal consideration on which the parties have not had an opportunity to comment.
3. All communication between the arbitrator and a party takes place through the Platform or at the joint meeting, and is visible to all parties. The arbitrator does not communicate with one party in the absence of the other.
4. The Arbitral Tribunal shall conduct the arbitration efficiently and in proportion to the amount and complexity of the dispute.
5. The parties shall act in good faith. The Arbitral Tribunal may take a party's conduct into account when allocating costs.

Article 23 - Standard procedure

1. Unless the Arbitral Tribunal orders otherwise after consulting the parties, the arbitration follows this standard procedure:

Step	Target time	Who
Claim submitted on the Platform as an invitation (Article 11)	Day 0	Inviting Party
Claim submitted on the Platform as a Request (Article 12)	Day 0	Claimant
Acceptance of the invitation; the arbitration commences	within 7 days	Invited Party
Advance on costs paid; Case Confirmation with all dates (Article 14)	2 days after payment	Claimant, Arbitral Tribunal
Statements of case, submitted independently (Article 24)	14 days after the Case Confirmation	Both parties
Release of both statements; written comments; requests for information and answers (Articles 24, 25)	5 days after release	Arbitral Tribunal, both parties
Joint meeting (Article 27)	no later than 5 weeks after the claim was submitted	All
Closure of the proceedings (Article 33)	at the end of the joint meeting, or after a short follow-up	Arbitral Tribunal
Award (Article 36)	7 days after closure (3 days if expedited)	Arbitral Tribunal

2. The Arbitral Tribunal sets all dates in the Case Confirmation. The joint meeting is set no later than 5 weeks after the claim was submitted, unless the parties agree otherwise or a party needs more time to present its case.

3. The standard procedure is a target under Article 7(3). The Arbitral Tribunal shall depart from it where a party needs more time to present its case.

Article 24 - Statements of case

1. In the Case Confirmation, the Arbitral Tribunal invites each party to set out its side of the dispute in a statement of case, with the documents and other evidence it relies on. The claimant may refer to and supplement its claim. The respondent's statement includes any objection to jurisdiction, counterclaim or set-off defence.
2. The parties submit their statements independently. Neither party sees the other's statement until both have been submitted or the time limit has expired. The Platform then releases both statements to both parties at the same time.
3. Each party may comment in writing on the other party's statement within 5 days after the release. The Arbitral Tribunal may limit the length of the comments.
4. Further written submissions require the Arbitral Tribunal's permission.
5. Each submission shall state the facts, the legal grounds and the evidence relied on. Documents shall be uploaded in a searchable format. The Arbitral Tribunal may require translations under Article 5(2).
6. A party may amend or supplement its claims or defences unless the Arbitral Tribunal considers this inappropriate because of delay. A new claim must fall within an arbitration agreement and may trigger additional fees.

Article 25 - Requests for information and evidence

1. Each party bears the burden of proving the facts it relies on.
2. The Arbitral Tribunal asks the parties for all information and documents it needs to resolve the dispute. It may address questions to one or both parties. Every question and every answer is visible to all parties, who may comment on the answers in writing or at the joint meeting.
3. The Arbitral Tribunal decides on the admissibility, relevance, materiality and weight of evidence (§ 1042(4) ZPO). It may be guided by the IBA Rules on the Taking of Evidence in International Arbitration or the Prague Rules, without being bound by them.
4. On a reasoned request, the Arbitral Tribunal may order a party to produce narrow and specific documents that are relevant and material to the outcome.
5. Witness evidence is given in writing first. A witness is heard at the joint meeting if a party requests it or the Arbitral Tribunal considers it necessary.
6. If a party fails without sufficient cause to provide information or documents requested, the Arbitral Tribunal may draw appropriate inferences, after warning the party.
7. Where a party or witness refuses to cooperate, the Arbitral Tribunal, or a party with its approval, may request assistance from the competent state court (§ 1050 ZPO).

Article 26 - Experts

1. After consulting the parties, the Arbitral Tribunal may appoint an independent expert on specific issues (§ 1049 ZPO). The expert shall make the same disclosure as an arbitrator.
2. The parties may comment on the expert's report and, if a party requests it, question the expert at the joint meeting.
3. Each party may submit reports of experts it has engaged.

Article 27 - Joint meeting

1. The Arbitral Tribunal holds a joint meeting with all parties, which is an oral hearing within the meaning of § 1047 ZPO. At the meeting, each party may present its case, respond to the other party's statement, answers and evidence, and answer the Arbitral Tribunal's questions. Witnesses and experts may be heard.
2. The parties may jointly waive the joint meeting. The Arbitral Tribunal then decides on the documents, after each party has had an opportunity to comment in writing on all submissions.
3. The joint meeting is held by video conference, unless the Arbitral Tribunal, at a party's request, orders an in-person meeting. The party requesting it pays the additional cost in advance.
4. The Secretariat gives notice of the joint meeting as a Formal Document at least 7 days in advance. The date is normally set in the Case Confirmation.
5. The Arbitral Tribunal ensures that every participant can hear, see and be heard, verifies the identity of participants, and may give directions to prevent improper influence on witnesses. If technical problems prevent a party from participating effectively, it adjourns the meeting or the affected part.
6. The joint meeting is private. It is recorded only with the consent of all parties or by order of the Arbitral Tribunal. The Arbitral Tribunal uploads short minutes to the Platform.
7. A witness or expert heard by video shall be alone in the room unless the Arbitral Tribunal allows otherwise, keep the camera on with their face visible, and show the room on request. They shall not use notes, documents, messages or other aids, including tools based on artificial intelligence, without the Arbitral Tribunal's permission. Before testifying, they confirm their identity and these conditions. If the Arbitral Tribunal doubts compliance, it may interrupt the examination, order further safeguards, or take the circumstances into account when weighing the evidence.

Article 28 - Default of a party

1. If the claimant fails to present its claim without showing sufficient cause, the Arbitral Tribunal terminates the proceedings (§ 1048(1) ZPO).
2. If the respondent fails to submit a statement of case, the Arbitral Tribunal continues the proceedings without treating the failure as an admission of the claimant's allegations (§ 1048(2) ZPO).
3. If a party fails to attend the joint meeting or to produce evidence, the Arbitral Tribunal may continue and decide on the evidence before it (§ 1048(3) ZPO).
4. Before continuing in a party's absence, the Arbitral Tribunal shall verify that the party received all Formal Documents. It shall examine whether the claims are well founded in fact and law, and shall not grant relief merely because of the default. The award shall describe how the defaulting party was notified.

Article 29 - Jurisdiction of the Arbitral Tribunal

1. The Arbitral Tribunal rules on its own jurisdiction, including any objection to the existence or validity of the arbitration agreement. An arbitration clause is treated as an agreement independent of the other terms of the contract (§ 1040(1) ZPO).
2. An objection to jurisdiction shall be raised no later than in the statement of case. An objection that the Arbitral Tribunal is exceeding its authority shall be raised as soon as the matter arises.
3. The Arbitral Tribunal generally rules on an objection to jurisdiction in an interim decision (§ 1040(3) ZPO).

Article 30 - Interim measures

1. At a party's request, the Arbitral Tribunal may order interim measures it considers necessary in respect of the subject matter of the dispute, after giving the other party an opportunity to comment. It may require appropriate security (§ 1041 ZPO).
2. A request to a state court for interim measures is not incompatible with the arbitration agreement (§ 1033 ZPO).

Article 31 - Technology and artificial intelligence

1. The Platform stores the case file encrypted, with access limited to the parties, their representatives, the Arbitral Tribunal and the Secretariat. Case data is hosted in the European Union.
2. The arbitrator personally decides every question of fact, law and procedure and is responsible for the full content of the award. No decision in the arbitration is made by an automated system.
3. The arbitrator may use tools based on artificial intelligence to support their work, in particular to summarise and organise submissions and documents, search the record, translate and transcribe, research legal sources, and prepare drafts of procedural orders and of the award. The arbitrator discloses in the Case Confirmation that, and for which of these purposes, such tools are used.
4. When using such tools, the arbitrator shall:
 1. personally read the parties' submissions and the evidence relied on, and not rely on summaries alone;
 2. check every statement of fact against the record and every legal source against the original;
 3. review, revise as needed and adopt every part of a draft as their own reasoning;
 4. not rely on information produced by a tool that is not in the record, unless the parties have had an opportunity to comment on it; and
 5. use only tools that keep case data confidential, process it in compliance with the GDPR, and do not use it to train models.
5. The arbitrator keeps a record of the tools used in each case and the purposes for which they were used.
6. Each party is responsible for the accuracy of its submissions, however prepared. The Arbitral Tribunal may require a party to disclose whether artificial intelligence was used to create or alter evidence.
7. The Platform's automated functions, such as reminders, deadline calculation and document indexing, are administrative and have no influence on the decision.

Article 32 - Settlement

1. With the consent of all parties, the Arbitral Tribunal may at any stage, including at the joint meeting, explore the possibility of a settlement.
2. The Arbitral Tribunal shall not, without the consent of all parties, meet a party separately or use information obtained in settlement discussions for its decision.

Article 33 - Closure of the proceedings

1. After the joint meeting, the Arbitral Tribunal declares the proceedings closed if it has all the information needed to decide the dispute and the parties have had a reasonable opportunity to present their cases.
2. If further information is needed, or if new facts or documents came up at the joint meeting on which a party could not fully comment, the Arbitral Tribunal sets a

short time limit, normally 7 days, for written submissions and then closes the proceedings. A further meeting is held only if necessary.

3. On closure, the Arbitral Tribunal informs the parties of the target date for the award.
4. After closure, no further submission or evidence may be presented unless the Arbitral Tribunal reopens the proceedings.

Part V - The Award

Article 34 - Applicable law

1. The Arbitral Tribunal decides the dispute in accordance with the rules of law chosen by the parties. A choice of the law of a State refers to its substantive law, not its conflict-of-laws rules (§ 1051(1) ZPO).
2. Failing a choice, the Arbitral Tribunal applies the law of the State with which the subject matter of the dispute is most closely connected (§ 1051(2) ZPO).
3. The Arbitral Tribunal decides *ex aequo et bono* or as *amiable compositeur* only if the parties have expressly authorised it to do so (§ 1051(3) ZPO).
4. In all cases, the Arbitral Tribunal decides in accordance with the terms of the contract and takes into account any applicable trade usages (§ 1051(4) ZPO).

Article 35 - Decision-making

1. Where there are three arbitrators, every decision is made by a majority. Failing a majority, the presiding arbitrator decides alone.
2. With the authorisation of the co-arbitrators, the presiding arbitrator may decide individual procedural questions alone (§ 1052(3) ZPO).
3. If an arbitrator refuses to take part in a vote, the other arbitrators may decide without them after informing the parties in advance of their intention to do so (§ 1052(2) ZPO).

Article 36 - Time for the award

1. The Arbitral Tribunal shall endeavour to make the award within 7 days after the closure of the proceedings, or within 3 days if an expedited award has been ordered under Article 47.
2. These periods are targets only. The parties agree that no time limit applies to the Arbitral Tribunal's mandate to make the award, and that an award made after a target date is valid.

Article 37 - Form and content of the award

1. The award shall be made in writing and signed by the arbitrator or arbitrators by hand. In addition, each signing arbitrator signs an electronic version with a Qualified Electronic Signature. Where there are three arbitrators, the signatures of a majority suffice if the reason for the missing signature is stated (§ 1054(1) ZPO).
2. The award shall state the reasons on which it is based, unless it is an award on agreed terms under Article 38 (§ 1054(2) ZPO).
3. The award shall state:
 1. the names and addresses of the parties and their representatives;
 2. the names of the arbitrators;
 3. the arbitration agreement on which the Arbitral Tribunal's jurisdiction is based;
 4. the seat of arbitration and the date of the award (§ 1054(3) ZPO);
 5. a summary of the procedural history, including how each party was notified of the commencement, the constitution of the Arbitral Tribunal and the joint meeting, and the opportunities each party had to present its case;
 6. the relief granted or refused, in operative terms capable of enforcement; and
 7. the decision on costs under Article 46.
4. The Arbitral Tribunal may make partial awards and, for questions of jurisdiction, interim decisions.

5. Before signing, the Arbitral Tribunal submits the draft award to the Secretariat for formal review. The Secretariat may point out omissions of form, arithmetic errors and missing items under paragraph 3. It shall not comment on the merits. The review ends within 2 days.

Article 38 - Award on agreed terms

1. If the parties settle the dispute during the arbitration, the Arbitral Tribunal terminates the proceedings.
2. At the request of the parties, the Arbitral Tribunal records the settlement in the form of an award on agreed terms, unless its content violates public policy (§ 1053(1) ZPO).
3. An award on agreed terms complies with Article 37, except that it need not state reasons. It shall state that it is an award and has the same effect as any other award on the merits.

Article 39 - Notification and originals of the award

1. Once the advance on costs has been paid in full, the Secretariat notifies the award to each party:
 1. immediately, as an electronic document bearing the Qualified Electronic Signatures, through the Platform and by email; and
 2. as a hand-signed original sent by courier or registered mail to each party's Notification Address, as a Formal Document under Article 6(4) (§ 1054(4) ZPO).
2. Judial keeps one hand-signed original and the electronic version of every award, together with the arbitration agreement and the proof of delivery of all Formal Documents, for at least 30 years.
3. At a party's request and cost, the Secretariat provides further originals, copies certified by the Secretariat, notarial certification of the arbitrators' signatures with an apostille or legalisation, and translations by sworn translators, as needed for recognition and enforcement under Article IV of the New York Convention.

Article 40 - Effect of the award

1. The award is final and binding on the parties. Between the parties, it has the effect of a final court judgment (§ 1055 ZPO).
2. The parties undertake to carry out the award without delay. They waive any form of recourse against the award to the extent such a waiver can validly be made.

Article 41 - Correction, interpretation and additional award

1. Within one month of receiving the award, a party may request the Arbitral Tribunal to:
 1. correct any error in computation, any clerical or typographical error, or any error of a similar nature;
 2. interpret specific parts of the award, if the parties so agree; or
 3. make an additional award on claims presented in the arbitration but not decided in the award (§ 1058(1) ZPO).
2. The Arbitral Tribunal shall give the other parties an opportunity to comment. It decides on a correction or interpretation within one month and on an additional award within two months (§ 1058(3) ZPO). It may correct errors on its own initiative.
3. Articles 37 and 39 apply to any correction, interpretation or additional award.

Article 42 - Termination of the proceedings

1. The proceedings end with the final award or with an order of the Arbitral Tribunal under paragraph 2 (§ 1056(1) ZPO).
2. The Arbitral Tribunal orders the termination of the proceedings if:
 1. the claimant fails to present its claim (Article 28(1));
 2. the claimant withdraws its claim, unless the respondent objects and the Arbitral Tribunal recognises a legitimate interest of the respondent in a final settlement of the dispute;
 3. the parties agree on the termination; or
 4. the parties fail to pursue the proceedings despite a request from the Arbitral Tribunal, or continuing the proceedings has become impossible for another reason.
3. The mandate of the Arbitral Tribunal ends with the termination, subject to Article 41.

Part VI - Costs

Article 43 - Costs of the arbitration

The costs of the arbitration comprise:

1. the fee under the Fee Schedule in Annex C. It covers Judial's administrative services, use of the Platform, the remuneration of a sole arbitrator, Qualified Electronic Signatures and the issuance of the award with one hand-signed original per party;
2. the fees of any additional arbitrators, and the additional remuneration of an arbitrator appointed by the Appointing Authority who is not a Judial Arbitrator, under Annex C;
3. expenses, such as experts appointed by the Arbitral Tribunal, interpreters, translations ordered by the Arbitral Tribunal, in-person hearing facilities, couriers and notarial services;
4. the reasonable costs of the parties' legal representation and other costs the parties incurred for the arbitration; and
5. the fees and expenses of the Appointing Authority under Article 16(4).

Article 44 - Amount in dispute

1. The Secretariat determines the amount in dispute on the basis of the claims and counterclaims. Claims, counterclaims and set-off defences decided under Article 13(3) are added together.
2. Where the amount in dispute cannot be quantified, the Secretariat sets it at its reasonable discretion.
3. If the claims are increased, the Secretariat adjusts the fee and may request an additional advance.

Article 45 - Advance on costs

1. Sending an invitation under Article 11 is free of charge.
2. The claimant pays the full fee as an advance once the arbitration commences under Article 12(5). The Secretariat transmits the Request, or the Arbitral Tribunal is constituted, only after payment.
3. A respondent that files a counterclaim pays the additional fee resulting from it. The Arbitral Tribunal decides the counterclaim only after payment.
4. The Secretariat may request further advances to cover expenses under Article 43(3).
5. If an advance is not paid in time, the Secretariat sets a final period of 14 days and informs the other party, which may pay in its place. If the advance remains unpaid, the claim or counterclaim concerned is deemed withdrawn, without prejudice to its later reintroduction.
6. Where the Appointing Authority appoints an arbitrator who is not a Judial Arbitrator, that arbitrator receives the additional remuneration under Annex C. The parties pay the advance for it in equal shares once the Secretariat requests it after the appointment. If a party does not pay its share, paragraph 5 applies accordingly.

Article 46 - Allocation of costs

1. Unless the parties have agreed otherwise, the Arbitral Tribunal decides in the award which party bears the costs of the arbitration and in what proportion. It takes into account the circumstances of the case, in particular the outcome (§ 1057(1) ZPO).

2. The Arbitral Tribunal also determines the amount of the costs to be reimbursed. It may award only reasonable costs of legal representation.
3. If the proceedings end without an award on the merits, the Arbitral Tribunal decides on costs in a separate award.

Article 47 - Optional services

1. **Expedited award.** At a party's request and against the surcharge in Annex C, the Arbitral Tribunal aims to make the award within 3 days after closure. The expedited award shortens only the Arbitral Tribunal's own time for drafting. It does not shorten any time limit of the parties or limit their right to be heard.
2. **Bilingual award.** At a party's request and against the surcharge in Annex C, the award is issued in the language of the arbitration and in English, German or Polish. Article 5(3) applies.
3. **Post-award mediation.** After the award, the parties may jointly book a mediation session on Judial against the fee in Annex C. Mediation is governed by a separate mediation agreement and does not affect the award. The arbitrator may act as mediator only if both parties request it in writing and the time limit under Article 41(1) has expired.

Article 48 - Refunds

1. If the arbitration ends before the Arbitral Tribunal is constituted, Judial refunds the advance, less an administrative fee of EUR 150.
2. If it ends after the Arbitral Tribunal is constituted but before closure of the proceedings, Judial refunds 50% of the fee.
3. No refund is made after closure of the proceedings.

Part VII - Final Provisions

Article 49 - Confidentiality

1. The parties, their representatives, the arbitrators, experts and the Secretariat shall keep confidential the existence of the arbitration, the submissions, the evidence, the hearings and the award. Judial will request the Appointing Authority to treat information it receives in connection with an appointment, objection or challenge procedure confidentially. These Rules do not bind the Appointing Authority.
2. Paragraph 1 does not prevent disclosure:
 1. in proceedings for the recognition, enforcement, setting aside or challenge of the award, or in court proceedings under Book 10 ZPO;
 2. where required by law, by a regulator or by a stock exchange;
 3. to a party's legal advisers, auditors, insurers and financiers, provided they are bound by confidentiality; or
 4. to protect or pursue a legal right of a party.
3. Judial may publish anonymised statistics. It publishes an anonymised award only with the written consent of all parties.

Article 50 - Data protection

1. Judial processes personal data in accordance with Regulation (EU) 2016/679 (GDPR) and its Privacy Policy. Each arbitrator is a separate controller for the personal data processed in the case.
2. Personal data is transferred outside the European Economic Area only on a legal basis under Chapter V GDPR, such as service to a party located there.
3. By participating, each party confirms that it is entitled to submit the personal data contained in its submissions for the purposes of the arbitration.

Article 51 - Limitation of liability

1. An arbitrator is liable for the making of an award only where a state judge would be liable under § 839(2) of the German Civil Code (BGB). For any other act or omission in connection with the arbitration, an arbitrator is liable only for intent and gross negligence.
2. Judial, its bodies, staff and the Appointing Authority are liable only for intent and gross negligence. This limitation does not apply to liability for injury to life, body or health, to mandatory statutory liability, or to the breach of an obligation whose fulfilment is essential for the proper conduct of the arbitration; in the last case, liability for simple negligence is limited to the typical, foreseeable damage.
3. No person referred to in this Article is obliged to make any statement about the arbitration in any proceedings, except as required by law.

Article 52 - Enforcement support

1. Judial and the Arbitral Tribunal shall make every reasonable effort to ensure that the award is enforceable.
2. Judial supports the parties in obtaining the documents required for recognition and enforcement under Article 39(3). Judial does not guarantee that an award will be paid, recognised or enforced.

Article 53 - Interpretation and language versions of the Rules

1. The Arbitral Tribunal interprets these Rules for its case. Judial interprets all other provisions of these Rules.

2. These Rules are issued in English. The English version is the only authoritative version. Until German and Polish translations are published at <https://judial.com/rules>, only the English version exists and applies. Any translation is provided for information only; in case of any discrepancy, the English version prevails.

Article 54 - Entry into force

These Rules, version 1.0 of 27 October 2026, enter into force on 27 October 2026, the day they are published at <https://judial.com/rules>. Subject to Article 1(2), they apply to all arbitrations commenced on or after that date.

Annexes

Annex A - Model Arbitration Clause

For insertion into the signed main contract, not only into general terms and conditions:

"All disputes arising out of or in connection with this contract, including any question regarding its existence, validity, interpretation, performance or termination, shall be finally resolved by arbitration administered by Judial.com under the Judial Arbitration Rules (<https://judial.com/rules>) in force on the date the arbitration commences. The seat of arbitration shall be Mannheim, Germany. The arbitral tribunal shall consist of [one] arbitrator[s]. The parties agree that a Judial Arbitrator designated by Judial, including the founder of Judial, may serve as arbitrator. The language of the arbitration shall be [English]. This contract is governed by the law of [...]. Each party enters into this contract in the exercise of its trade, business or profession."

Optional additions:

- *"The joint meeting under Article 27 of the Rules shall be held [by video conference / in person in Mannheim]."*
- *"The award shall also be issued in [German / Polish]."*

Annex B - Submission Agreement (invitation procedure)

Submission Agreement under the Judial Arbitration Rules

Between

1. [Name, legal form, registered office, register number], represented by [name, function] (Inviting Party), and
2. [Name, legal form, registered office, register number], represented by [name, function] (Invited Party).

§ 1 Dispute. The parties agree to submit the following dispute to arbitration: [description of the dispute, contract and date, relief sought, estimated amount in dispute]. The submission also covers counterclaims and set-off defences arising from the same legal relationship.

§ 2 Rules and institution. The arbitration is administered by Judial.com under the Judial Arbitration Rules, version 1.0 of 27 October 2026, available at <https://judial.com/rules>, which each party confirms it has received and read, including Article 31 on the use of technology and artificial intelligence.

§ 3 Seat, tribunal, language, law. The seat of arbitration is Mannheim, Germany. The arbitral tribunal consists of one arbitrator, [Dr. Adam S. Dampc, Rechtsanwalt, Mannheim]. Each party has received the arbitrator's Statement under Article 19(2) of the Rules, including the disclosure that the arbitrator is the founder of Judial, and agrees to the appointment. The language of the arbitration is [English]. The dispute is governed by the law of [...] / the law chosen in the underlying contract.

§ 4 Communications. Each party agrees to receive all communications, including Formal Documents, through the Platform and at the following Notification Address: [email; postal address].

§ 5 Confirmations. Each party confirms that it is acting in the exercise of its trade, business or profession, that the signatory is authorised to bind it, and that it has had the opportunity to obtain legal advice before signing.

§ 6 Finality. The award is final and binding. The parties will carry it out without delay. [Place, date, signature or Platform acceptance record of Inviting Party] · [Place, date, signature or Platform acceptance record of Invited Party]

Annex C - Fee Schedule

All fees are net amounts in EUR, plus statutory value added tax (Umsatzsteuer, USt.), and cover a sole arbitrator.

Amount in dispute	Fee
Up to 10,000	500 flat
10,000 to 100,000 (100,000 included)	5% of the amount, max. 3,000
Over 100,000 to 1,000,000	2% of the amount, max. 10,000
Over 1,000,000	Fixed fee agreed in writing with the parties before commencement

Option	Price
Three-member Arbitral Tribunal	2.5 × the fee above
Expedited award (Article 47(1))	+25% of the fee
Bilingual award (Article 47(2))	+400
Post-award mediation session (Article 47(3))	+300
Further hand-signed original, notarisation, apostille, sworn translation	at cost
Arbitrator appointed by the Appointing Authority who is not a Judicial Arbitrator (Article 45(6))	additional remuneration under the table in Paragraph 2.1 of the Schedule of Costs (Annex 2) to the 2018 DIS Arbitration Rules, as in force at the time of the appointment (see the note below), borne by the parties

The fees of the Appointing Authority are not included. They are borne by the parties under Article 16(4); under its guideline, the DIS may charge up to EUR 2,000 per candidate, at its discretion.

Remuneration of an arbitrator appointed by the Appointing Authority who is not a Judicial Arbitrator. That arbitrator receives the fee shown for a sole or presiding arbitrator, or for a co-arbitrator, as the case may be, in the table in Paragraph 2.1 of the Schedule of Costs (Annex 2) to the 2018 DIS Arbitration Rules, in the version in force at the time of the appointment, calculated on the amount in dispute determined under Article 44, plus any statutory VAT. That table applies in a Judicial arbitration only because the parties agree to it by agreeing to these Rules. The other provisions of the 2018 DIS Arbitration Rules and of their Annex 2, including those on decisions of DIS bodies, on deposits and on payments through the DIS, do not apply. The advance is governed by Article 45(6).

Judial fee where an arbitrator who is not a Judicial Arbitrator is appointed. The fee under the first table above remains unchanged where an arbitrator appointed by the Appointing Authority who is not a Judicial Arbitrator conducts the proceedings. The remuneration of that arbitrator under the preceding paragraph is payable in addition. The parties pay the advance for it under Article 45(6), and it forms part of the costs of the arbitration under Article 43(2), which are allocated under Article 46.

Annex D - Award Formalities Checklist

The Secretariat completes this checklist before every award is notified:

- ☐ Arbitration agreement or Submission Agreement on file, with signatures or acceptance records; authority checked
- ☐ Both parties are businesses; no consumer or employment dispute
- ☐ Proof of delivery for the invitation or Request, the notice of constitution and the notice of the joint meeting
- ☐ Each party received the other's statement, could comment on it and on every answer, and was heard at the joint meeting (or both waived it)
- ☐ Arbitrator's Statement of Independence delivered; any Judial connection disclosed; any opt-out under Article 19(4) honoured
- ☐ Award states the seat (Mannheim, Germany) and the date
- ☐ Award gives reasons and summarises the procedural history and notifications
- ☐ Operative part is precise enough to enforce (amounts, currency, interest, debtor, creditor)
- ☐ Decision on costs included; any AI-assisted draft checked and adopted by the arbitrator (Article 31(4))
- ☐ Hand-signed by each arbitrator and signed with a Qualified Electronic Signature
- ☐ Hand-signed originals dispatched with proof of delivery; one original archived

Annex E - Requests to the Appointing Authority

1. A request to the Appointing Authority states the case, the parties, the measure requested and the provision of these Rules relied on. The Secretariat sends a copy to all parties (Article 16(2)).
2. Judial shall not comment on, or seek to influence, any decision of the Appointing Authority. The Secretariat provides administrative support only and makes no recommendation on the outcome.
3. Judial gives the Appointing Authority access to the parts of the case file needed for its task.
4. The Appointing Authority is free in its choice of arbitrator, subject to Article 19(4) and to any qualifications agreed by the parties. An arbitrator appointed by it who is not a Judial Arbitrator receives the additional remuneration under Annex C, paid by the parties (Article 45(6)).
5. Judial transfers personal data to the Appointing Authority only to the extent needed for its task (Article 50).