



APPENDIX 1

FILING FEE & ADMINISTRATIVE COSTS

IN FORCE AS FROM OCTOBER 2, 2017

Filing Fee

1. Filing Fee

- 1.1 When submitting a Request for Arbitration, the Claimant shall pay a Filing Fee of MUR 65,000.
- 1.2 If the Claimant fails to pay the Filing Fee, the Secretariat shall not proceed with the arbitration subject to Article 4.5 of the Rules.
- 1.3 The Filing Fee is not refundable.

2. MARC's Administrative Costs

- 2.1 The Administrative Costs shall be determined in accordance with the following table.

Administrative fees** in MUR

SUM IN DISPUTE (MUR)	FEES (MUR)
Up to 1,500,000	75,000
From 1,500,001 to 3,000,000	75,000 + 1% of the sum above 1,500,000
From 3,000,001 to 12,000,000	90,000 + 0,50% of the sum above 3,000,000
From 12,000,001 to 24,000,000	135,000 + 0,40% of the sum above 12,000,000
From 24,000,001 to 45,000,000	183,000 + 0,30% of the sum above 24,000,000
From 45,000,001 to 90,000,000	350,000 + 0,20% of the sum above 45,000,000
From 90,000,001 to 150,000,000	450,000 + 0,10% of the sum above 90,000,000
From 150,000,001 to 300,000,000	550,000 + 0,05% of the sum above 150,000,000
From 300,000,001 to 500,000,000	600,000 + 0,05% of the sum above 300,000,000

Administrative fees** in EUR

SUM IN DISPUTE (EUR)		FEES (EUR)			
Up to	37,500	1,875			
From	37,501 to	75,000	1,875	+ 1%	of the sum above 37,500
From	75,001 to	300,000	2,250	+ 0,50%	of the sum above 75,000
From	300,001 to	600,000	3,375	+ 0,40%	of the sum above 300,000
From	600,001 to	1,125,000	4,575	+ 0,30%	of the sum above 600,000
From	1,125,001 to	2,250,000	8,750	+ 0,20%	of the sum above 1,125,000
From	2,250,001 to	3,750,000	11,250	+ 0,10%	of the sum above 2,250,000
From	3,750,001 to	7,500,000	13,750	+ 0,05%	of the sum above 3,750,000
From	7,500,001 to	12,500,000	15,000	+ 0,05%	of the sum above 7,500,000

*1 Euro = MUR 40. Rates will be adjusted if the Euro rises above MUR 40.

**If the sum in dispute is above MUR 500,000,000 or its equivalent in Euros, the MARC Court shall decide.

Administrative fees do not include:

- Costs and expenses incurred by the arbitral tribunal.
- Usage costs of facilities and additional services in relation with the arbitration (ex. rental of meeting/conference room, transcription, translation, interpretation, video conference). These costs are at the charge of the parties and will be charged as advance payment in equal proportion to the parties for provision of these additional services and facilities by MARC.

2.2 Claims and counterclaims are aggregated for the determination of the amount in dispute. The same rule applies to any set-off defence or cross-claim, unless the arbitral tribunal, after consulting with the parties, concludes that such set-off defence or cross-claim will not require significant additional work.

2.3 An interest claim shall not be taken into account for the calculation of the amount in dispute, except where the Secretariat determines that doing so would be appropriate. In addition, when the interest claim exceeds the amounts claimed in principal, the interest claim alone shall be considered in calculating the amount in dispute.

2.4 Pursuant to Articles 20.5, 26.12, 27.8 or where in the opinion of the Secretariat there are exceptional circumstances, the Secretariat may depart from the table in paragraph 2.1 when calculating the Administrative Costs.

2.5 If the amount in dispute exceeds MUR 500,000,000 or its equivalent in Euros, the Administrative Costs shall be fixed by the Court, taking into account the circumstances of the case.

2.6 Amounts in currencies other than Mauritian Rupees shall

be converted into Mauritian Rupees at the rate of exchange published by the Bank of Mauritius on the date the Request for Arbitration is submitted or at the time any new claim, set-off defence, cross-claim or amendment thereof is filed.

2.7 Amounts paid to the arbitrator do not include any value-added tax (VAT), other taxes or charges applicable to the arbitrator's fees. The parties have a duty to pay any such taxes or charges; however, the recovery of any such taxes or charges is a matter solely between the arbitrator and the parties.

2.8 MARC Administrative Costs may be subject to value-added tax or charges of a similar nature at the prevailing rate.

2.9 The parties are jointly and severally liable for the Administrative Costs.

APPENDIX 2
ARBITRAL TRIBUNAL'S
FEEs, EXPENSES, TERMS
& CONDITIONS BASED
ON HOURLY RATES

IN FORCE AS FROM MAY 21, 2018

1. Scope of Application and Interpretation

1.1 Subject to Article 9.2 of the Rules, this Appendix shall apply to arbitrations in which the arbitral tribunal's fees and expenses are to be determined in accordance with Article 10.1(a) of the Rules and to the appointment of an Emergency Arbitrator under Appendix 4.

1.2 This Appendix shall not apply to the appointment of arbitrators under Articles 8.1(d) and 8.2(b).

1.3 The Secretariat may interpret the terms of this Appendix as well as the scope of application of the Appendix as it considers appropriate.

1.4 This Appendix is supplemented by the Practice Note on Costs of Arbitration Based on Appendix 2 and Hourly Rates in force on the date the Request for Arbitration is submitted.

2. Payments to Arbitral Tribunal

2.1 Payments to the arbitral tribunal shall generally be made by MARC from funds deposited by the parties in accordance with Article 39 of the Rules. The Secretariat may direct the parties, in such proportions as it considers appropriate, to make one or more interim or final payments to the arbitral tribunal.

2.2 If insufficient funds are held at the time a payment is required, the invoice for the payment may be submitted to the parties for settlement by them direct.

2.3 Payments to the arbitral tribunal shall be made in Mauritian Rupees unless the tribunal directs otherwise.

2.4 The parties are jointly and severally liable for the fees and expenses of an arbitrator, irrespective of which party appointed the arbitrator.

3. Arbitral Tribunal's Expenses

3.1 The arbitral tribunal shall be reimbursed for its reasonable expenses in accordance with the Practice Note referred to at paragraph 1.3 of this Appendix.

3.2 The expenses of the arbitral tribunal shall not be included in the arbitral tribunal's fees charged by reference to hourly rates under paragraph 9 of this Appendix.

4. Administrative Expenses

The parties shall be responsible for expenses reasonably incurred and relating to administrative and support services engaged for the purposes of the arbitration, including, but not limited to, the cost of hearing rooms, interpreters and transcription services. Such expenses may be paid directly from the deposits referred to in Article 39 of the Rules as and when they are incurred.

5. Fees and Expenses Payable to Replaced Arbitrators

Where an arbitrator is replaced pursuant to Article 13 of the Rules, the Secretariat shall decide the amount of fees and expenses to be paid for the replaced arbitrator's services (if any), having taken into account the circumstances of the case, including, but not limited to, the applicable method for determining the arbitrator's fees, work done by the arbitrator in connection with the arbitration, and the complexity of the subject matter.

6. Fees and Expenses of Tribunal Secretary

Where the arbitral tribunal appoints a secretary in accordance with Article 15.5 of the Rules, such secretary shall be remunerated at a rate which shall not exceed the rate set by MARC, as stated on MARC's website at www.marc.mu on the date the Request for Arbitration is submitted. The secretary's fees and expenses shall be charged separately. The arbitral tribunal shall determine the total fees and expenses of a secretary under Article 32.1(c) of the Rules.

7. Lien on Award

MARC and the arbitral tribunal shall have a lien over any awards issued by the tribunal to secure the payment of their outstanding fees and expenses, and may accordingly refuse to release any such awards to the parties until all such fees and expenses have been paid in full, whether jointly or by one or other of the parties.

8. Governing Law

The terms of this Appendix and any non-contractual obligation arising out of or in connection with them shall be governed by and construed in accordance with Mauritian law.

9. Arbitral Tribunal's Fee Rates

9.1 An arbitrator shall be remunerated at an hourly rate for all work reasonably carried out in connection with the arbitration.

9.2 Subject to paragraphs 9.3 and 9.4 of this Appendix, the rate referred to in paragraph 9.1 is to be agreed in accordance with Article 10.2 of the Rules. An arbitrator shall agree in writing upon fee rates in accordance with paragraph 9 of this Appendix prior to the confirmation of his or her appointment by the Court in accordance with Article 9 of the Rules.

9.3 An arbitrator's agreed hourly rate shall not exceed a rate set by MARC, as stated on MARC's website at

www.marc.mu on the date the Request for Arbitration is submitted.

9.4 Subject to paragraph 9.3, an arbitrator may review and increase his or her agreed hourly rate by no more than 10% on each anniversary of his or her confirmation or appointment.

9.5 Higher rates may be charged if expressly agreed in writing by all parties to the arbitration or if the Secretariat so determines in exceptional circumstances.

9.6 If an arbitrator is required to travel for the purposes of fulfilling obligations as an arbitrator, the arbitrator shall be entitled to charge and to be reimbursed for:

(a) time spent travelling but not working at a rate of 50% of the agreed hourly rate; and

(b) time spent working whilst travelling at the full agreed hourly rate.

10. Cancellation Fees

10.1 All hearings booked shall be paid for, subject to the following conditions:

(a) if a booking is cancelled at the request of the arbitral tribunal, it will not be charged;

(b) if a booking is cancelled at the request of a party less than 30 days before the day booked it shall be paid at a daily rate of 75% of eight times the applicable hourly rate;

(c) if a booking is cancelled at the request of a party less than 60 days but more than 30 days before the day booked it shall be paid at a daily rate of 50% of eight times the applicable hourly rate;

(d) if a booking is cancelled at the request of a party more than 60 days before the day booked it will not be charged; and

(e) in all cases referred to above, credit will be given against all time spent on the case during the day(s) booked.

Where hearing days are cancelled or postponed other than by agreement of all parties, this may be taken into account when considering any subsequent allocation of costs.

APPENDIX 3
ARBITRAL TRIBUNAL'S
FEES, EXPENSES,
TERMS & CONDITIONS
BASED ON SUM IN
DISPUTE

IN FORCE AS FROM AUGUST 8, 2018

1. Scope of Application and Interpretation

1.1 This Appendix applies to all arbitrations conducted in accordance with the Rules where the arbitral tribunal has been transferred the file.

1.2 This Appendix shall not apply to the appointment of an Emergency Arbitrator under Appendix 4.

1.3 The Secretariat may interpret the terms of this Appendix as well as the scope of application of the Appendix as it considers appropriate.

1.4 This Appendix is supplemented by the Practice Note on Costs of Arbitration Based on Appendix 3 and the Sum in Dispute in force on the date the Request for Arbitration is submitted.

2. Payments to Arbitral Tribunal

2.1 Payments to the arbitral tribunal shall generally be made by MARC from funds deposited by the parties in accordance with Article 39 of the Rules. The Secretariat may direct the parties, in such proportions as it considers appropriate, to make one or more interim or final payments to the arbitral tribunal.

2.2 If insufficient funds are held at the time a payment is required, the invoice for the payment may be submitted to the parties for settlement by them direct.

2.3 Payments to the arbitral tribunal shall be made in Mauritian Rupees unless the tribunal directs otherwise.

2.4 The parties are jointly and severally liable for the fees and expenses of an arbitrator, irrespective of which party appointed the arbitrator.

3. Arbitral Tribunal's Expenses

3.1 The arbitral tribunal shall be reimbursed for its reasonable expenses in accordance with the Practice Note referred to at paragraph 1.4 of this Appendix.

3.2 The expenses of the arbitral tribunal shall not be included in the determination of fees charged in accordance with paragraph 6 of this Appendix.

4. Administrative Expenses

The parties shall be responsible for expenses reasonably incurred and relating to administrative and support services engaged for the purposes of the arbitration, including, but not limited to, the cost of hearing rooms, interpreters and transcription services. Such expenses may be paid directly from the deposits referred to in Article 39 of the Rules as and when they are incurred.

5. Fees and Expenses Payable to Replaced Arbitrators

Where an arbitrator is replaced pursuant to Article 13 of the Rules, the Secretariat shall decide the amount of fees and expenses to be paid for the replaced arbitrator's services (if any), having taken into account the circumstances of the case, including, but not limited to, the applicable method for determining the arbitrator's fees, work done by the arbitrator in connection with the arbitration, and the complexity of the subject matter.

6. Determination of Arbitral Tribunal's Fees

6.1 The arbitral tribunal's fees shall be calculated in accordance with the following table. The fees calculated in accordance with the table represent the maximum amount payable to one arbitrator.

Arbitration costs (excluding VAT)
 One Arbitrator's Fees** (in MUR)

SUM IN DISPUTE (MUR)		FEES (MUR)	
Up to	1,500,000	165,000	
From	1,500,001 to 3,000,000	165,000 + 4%	of the sum above 1,500,000
From	3,000,001 to 12,000,000	220,000 + 2%	of the sum above 3,000,000
From	12,000,001 to 24,000,000	260,000 + 1.5%	of the sum above 12,000,000
From	24,000,001 to 45,000,000	340,000 + 1%	of the sum above 24,000,000
From	45,000,001 to 90,000,000	800,000 + 0,50%	of the sum above 45,000,000
From	90,000,001 to 150,000,000	1,100,000 + 0,50%	of the sum above 90,000,000
From	150,000,001 to 300,000,000	1,500,000 + 0,50%	of the sum above 150,000,000
From	300,000,001 to 500,000,000	1,800,000 + 0,50%	of the sum above 300,000,000

One Arbitrator's Fees** (in Euros*)

SUM IN DISPUTE (EUR)		FEES (EUR)	
Up	37,500	4,125	
From	37,501 to 75,000	4,125 + 4%	of the sum above 37,500
From	75,001 to 300,000	5,500 + 2%	of the sum above 75,000
From	300,001 to 600,000	6,500 + 1.5%	of the sum above 300,000
From	600,001 to 1,125,000	8,500 + 1%	of the sum above 600,000
From	1,125,001 to 2,250,000	20,000 + 0,50%	of the sum above 1,125,000
From	2,250,001 to 3,750,000	27,500 + 0,50%	of the sum above 2,250,000
From	3,750,001 to 7,500,000	37,500 + 0,50%	of the sum above 3,750,000
From	7,500,001 to 12,500,000	45,000 + 0,50%	of the sum above 7,500,000

*1 Euro = MRU 40. Rates will be adjusted if the Euro rises above MUR 40.

If the sum in dispute is above MUR 500,000,000 or its equivalent in Euros, the MARC Court shall decide.

**If a foreign arbitrator is appointed, the above fees do not include expenses related to transport and accommodation of the arbitrator in Mauritius; these expenses are at the charge of the parties and will be charged as advance payment in equal proportion to the parties prior to any travel arrangements made by the arbitrator(s).

6.2 The arbitral tribunal's fees shall cover the activities of the arbitrator from the time of his or her confirmation or appointment until the last award.

6.3 Claims and counterclaims are added for the determination of the amount in dispute. The same rule applies to any set-off defence or cross-claim, unless the arbitral tribunal, after consulting with the parties, concludes that such set-off

defence or cross-claim will not require significant additional work.

6.4 An interest claim shall not be taken into account for the calculation of the amount in dispute except where the Secretariat determines that doing so would be appropriate. In addition, when the interest claim exceeds the amounts claimed in principal, the interest claim alone shall be considered in calculating the amount in dispute.

6.5 Pursuant to Articles 10.4(c), 10.4(d) of the Rules or in other exceptional circumstances, the arbitral tribunal's fees may exceed the amounts calculated in accordance with paragraph 6.1 of this Appendix.

7. Lien on Award

MARC and the arbitral tribunal shall have a lien over any awards issued by the tribunal to secure the payment of their outstanding fees and expenses, and may accordingly refuse to release any such awards to the parties until all such fees and expenses have been paid in full, whether jointly or by one or other of the parties.

8. Governing Law

The terms of this Appendix and any non-contractual obligation arising out of or in connection with it shall be governed by and construed in accordance with Mauritian law.