

**MARITIME ARBITRATION RULES
SOCIETY OF MARITIME ARBITRATORS, INC. (SMA)**

These Rules apply to contracts entered into on or after June 1, 2022.

**P R E A M B L E
INTERPRETATION AND APPLICATION OF RULES**

The powers and duties of the Arbitrator(s) shall be interpreted and applied in accordance with these Rules and Title 9 of the United States Code. Whenever there is more than one Arbitrator, and a difference arises among them concerning the meaning or application of these Rules, the difference shall be resolved by majority vote or in the case of a two Arbitrator Panel by an Umpire, chosen by the two Arbitrators.

In all matters not expressly addressed in these Rules, the Arbitrator(s) shall act in the spirit of these Rules and make every effort to ensure that an award is legally enforceable. All references to Arbitrator(s) are deemed gender neutral. All references to Arbitrator in the singular shall apply to the plural if the Panel consists of more than one Arbitrator. All references to the “Act” are to the Federal Arbitration Act (Title 9 of the United States Code).

All references to “hearing” and “hearings” include in-person as well as virtual or telephonic proceedings involving the Arbitrator(s), the parties, and any other participants called for and presided over by the Panel.

All references to “Award” are to Final, Partial Final or Interim Awards.

All references to a third Arbitrator or Panel Chair shall, where applicable, also apply to an Umpire.

All references to “SMA” are to the Society of Maritime Arbitrators, Inc.

I. RULES AS PART OF THE ARBITRATION AGREEMENT

Section 1. Agreement of Parties

Wherever parties have agreed to arbitration under the Rules of the SMA (Society of Maritime Arbitrators, Inc.), these Rules, including any amendment(s) in force on the date of the agreement to arbitrate shall be binding on the parties and constitute an integral part of that agreement.

Nevertheless, except for those Rules which empower the Arbitrators to administer the arbitration proceedings, the parties may mutually alter or modify the application of these Rules. Unless stipulated in advance to the contrary, the parties, by consenting to these Rules, agree that the Award issued may be published by the SMA and/or its correspondents.

Section 2. Consolidation

Whenever a dispute or disputes arise under two or more contracts that are subject to these Rules and concern a common question of fact or law or to a substantial degree involve the same transactions or series of transactions, the parties, at the request of any of them, agree to resolve all such disputes in a consolidated arbitration before a consolidated panel of arbitrators selected pursuant to the immediately following paragraph. The method of arbitrator selection contained in this Section shall supersede any conflicting method of arbitrator selection contained in the

contracts. The consolidated panel shall for all purposes be deemed the parties’ duly appointed panel to hear and decide all qualifying disputes under the multiple contracts in a consolidated

proceeding and render a final and binding consolidated award that may be made a rule of the court.

Whenever consolidation is required by this Section, the parties are free to agree upon a sole arbitrator, failing which the dispute(s) are to be submitted to a consolidated panel consisting of three arbitrators, one selected by the primary claimant, one by the ultimate defending party, and the third selected by the remaining intermediate or “pass-along” party or parties. If, for any reason, the consolidated panel has not been constituted within 30 days of a party requesting consolidation, then at the request of any interested party, the unfilled Arbitrator position(s) shall be completed by and at the discretion of the then President of the Society of Maritime Arbitrators, Inc. or in the event of a conflict, by and at the discretion of the SMA’s then Vice President from the SMA’s current roster of members. Time limits specified in Section 10 shall not apply to disputes subject to this clause.

In the event of a disagreement as to whether a dispute is or is not subject to consolidation under this provision, that threshold issue shall be promptly submitted to the then President (or in the event of a conflict, to the then Vice-President) of the Society of Maritime Arbitrators, Inc. for immediate resolution. The decision of the President (or Vice-President as appropriate) in the form of a reasoned arbitration award, shall be final and binding and may, itself, be made a rule of court in the same manner as accorded any final arbitration award. The President or Vice President shall be entitled to charge and allocate a reasonable fee for rendering such award.

Notwithstanding anything contained herein, these Rules expressly exclude and do not apply to claims made by or on behalf of a particular class or group of similarly situated claimants or against a particular class or group of similarly situated respondents (so called “Class Action Claims”).

II. TRIBUNALS

Section 3. Name of Tribunal

The “Panel” is any Tribunal created under the parties’ agreement, to resolve disputes by arbitration under these Rules.

Section 4. Roster of Arbitrators

The SMA shall establish and maintain a roster of persons with qualifications to act as Maritime Arbitrators from which Arbitrators may be chosen.

Section 5. Office of Tribunal

Office of the Panel - Depending upon the number of Arbitrators, the office of the Panel shall be as follows:

- (a) *Sole Arbitrator* - The home address or place of business of the sole arbitrator.
- (b) *Two Arbitrators* - The home or business address of either of the Arbitrators, as decided by them.
- (c) *Three Arbitrators* - The home or business address of the Arbitrator chosen by the other Panel members to act as Chair of the Panel.

III. INITIATION OF THE ARBITRATION

Section 6. Initiation Under an Arbitration Agreement

Any party to an agreement for arbitration under SMA Rules may initiate an arbitration by

giving written notice to the other party of its demand for arbitration and naming its chosen arbitrator.

In its demand for arbitration, the party initiating the process shall set forth the nature of the dispute, the amount of damages involved, if any, and the remedy sought. The parties shall be free to amend or add to their claims until the proceedings are closed pursuant to Section 25.

Section 7. Site of the Arbitration

Unless otherwise provided in the arbitration clause, arbitration hearings are to be held in the City of New York at a location chosen by the Panel in consultation with the parties. However, the Panel may convene one or more hearings at any alternate location to view physical evidence or to receive testimony and/or documents from any non-party witness. The Panel, in consultation with the parties, may direct that those hearings (or any one of them) be held virtually, i.e., by conference call, video conference, or other communications technology with participants in one or more places. The Panel may, pursuant to Section 23, issue a subpoena to compel such person to appear and/or produce documents at such alternate hearing location or virtually. The Panel shall be deemed seated at any such alternate location in compliance with the subpoena requirements of the competent court.

The parties shall be given sufficient notice to enable them to appear or be represented at the proceedings.

IV. APPOINTMENT OF ARBITRATORS

Section 8. Disqualification

No person shall serve as an Arbitrator who has or who has had a financial or personal interest in the outcome of the arbitration or who has acquired from an interested source detailed prior knowledge of the matter in dispute.

Section 9. Disclosure by Arbitrators

Following completion of the Panel, all Arbitrators are required to disclose any circumstance which could impair their ability to render an unbiased award based solely upon an objective and impartial consideration of the evidence presented to the Panel.

Such disclosure shall include close personal ties, business relations, or financial interests of the Arbitrator or his associates or relatives or the Arbitrator's current employer, with any one of:

- (i) the parties to the arbitration;
- (ii) affiliates or associated companies of the parties;
- (iii) counsel for the parties;
- (iv) the other Arbitrators on the Panel;

Such disclosure shall also include the involvement of the Arbitrator in other arbitrations involving the parties. No Arbitrator shall accept an appointment or sit on a Panel, where the Arbitrator or the Arbitrator's current employer has a direct or indirect interest in the outcome of the arbitration.

Upon receipt of the disclosure statement(s) from the Arbitrator(s), the parties may accept the Panel or challenge any (or all) of the Arbitrators.

If challenged, the grounds for it shall be made known to the Arbitrator(s), who may withdraw from the Panel and be replaced pursuant to Sections 13a and 13b as appropriate. However, if the challenged Arbitrator(s) consider(s) the challenge to be without merit and decline(s) to withdraw, the arbitration shall proceed with due reservation of the challenger's right to seek recourse from the appropriate United States District Court after the Award has been issued.

Section 10. Direct Appointment by Parties

If the arbitration agreement specifies a method by which Arbitrators are to be appointed, that method shall be followed and in the event of a conflict, its terms shall prevail over this section of the Rules.

When requested by a party, the SMA shall submit its then current roster of members from which arbitrators may be appointed.

If a party fails to appoint its Arbitrator within the time frame specified in the arbitration agreement, the party demanding arbitration may resort to Section 5 of the Act. If no such time frame is specified, the party demanding the arbitration shall give the other written notice that the appointment of its Arbitrator is made pursuant to Section 10 of these Rules which requires the other to appoint an arbitrator within twenty days of receipt of that notice, failing which the party demanding arbitration may appoint a second Arbitrator with the same force and effect as if that second Arbitrator were appointed by the other party. Any thus chosen second Arbitrator shall be a disinterested person with the same qualifications, if any, required by the arbitration agreement. If the arbitration agreement provides for three Arbitrators, the two so chosen shall appoint the third. Notwithstanding anything contained in this section to the contrary, if the party demanding arbitration seeks to compel the appointment of a second Arbitrator sooner than the stipulated twenty days, it is free to proceed under the Act.

Section 11. Appointment of Additional Arbitrator by Named Arbitrators No Arbitrator serving under SMA Rules shall confer with the Arbitrator's appointing party (or its counsel or representative) regarding the selection of the third Arbitrator except as provided herein. At the time of an Arbitrator's appointment, the Arbitrator may ask the appointing party (or its counsel or representative) to identify the parties; to describe the nature of the dispute and the amount(s) involved, if known; to disclose the names of the other party's counsel or representative and appointed Arbitrator; to provide a copy of the arbitration agreement and the contract containing it; to advise whether the parties' arbitration agreement calls for the third Arbitrator or Umpire to have any particular experience or credentials and to advise whether the arbitration is expected to require formal hearings or to proceed solely on documents and written submissions.

An appointing party (or its counsel or representative) may alert its appointed Arbitrator to any potential third Arbitrator(s) or Umpire(s) with whom the appointing party claims to have a disqualifying objection, the nature of which is to be disclosed. The appointed Arbitrator may

take into account any such objections when choosing the third Arbitrator or Umpire with the other party-appointed Arbitrator. Unless the parties' arbitration agreement clearly provides otherwise, no party-appointed Arbitrator shall have any other communication with the parties or their counsel or representatives concerning the selection of the third Arbitrator or Umpire. If the two party-appointed Arbitrators fail to appoint a third Arbitrator within a reasonable time, any party may petition the Court under the Act to make such an appointment after advising the Arbitrators.

Once the Panel is complete, all communications between the disputants or their counsel and the Panel shall be conducted through the Chairperson. Neither of the other Arbitrators shall become involved in direct communication with either disputant or its counsel.

In the conduct of an arbitration, each Arbitrator shall exercise care to remain absolutely impartial and always abide by principles of honesty and fair dealing. Arbitrators are obliged to render decisions on the merits and compromise awards should be avoided in favor of objective adjudication.

Section 12. Notice of Appointment to Arbitrator(s)

Arbitrators may be appointed by the parties or their counsel, orally or in writing. If an oral appointment is made, it should be confirmed in writing as soon as practicable. The Chair shall promptly notify the parties or their counsel that the Panel is complete and ready to proceed with the arbitration.

Section 13. Vacancies

If an Arbitrator is unable to serve, the vacancy shall be filled as follows:

- (a) If the vacancy is created by a party-appointed Arbitrator, that party shall promptly name a replacement. The previously-selected Chair will continue to serve in that capacity unless the two party-appointed Arbitrators choose a replacement Chair before the hearings have commenced or, if the arbitration is conducted on documents alone, before the first submissions or documents are received by the Panel.
- (b) If the office of Chair becomes vacant, the two party-appointed Arbitrators shall appoint a replacement Chair.
- (c) Following the replacement of Arbitrator(s), the arbitration shall resume on the existing record, unless the Panel directs or the parties agree otherwise.

V. PROCEDURE FOR ORAL HEARING

Section 14. Representation

Any party has the option to be represented in the arbitration proceedings by counsel or any other duly-appointed representative.

Section 15. Stenographic Record

Unless otherwise agreed by the parties, a stenographic record of all hearings shall be arranged. The parties shall initially share the cost of the stenographic record, subject to final apportionment by the Arbitrator(s).

Section 16. Interpreters

If required, the party presenting shall furnish and initially pay for an interpreter. The interpreter shall be independent of both parties.

Section 17. Attendance at Hearings

Persons having a direct interest in the arbitration are entitled to attending hearings. The Panel has the power to compel witnesses to leave the hearing room during the testimony of other

witnesses.

Section 18. Adjournments

The Panel may grant adjournments upon a showing of good cause. If all parties jointly request an adjournment, it shall be granted.

Section 19. Oaths

Each Arbitrator shall take the oath set forth in Appendix A hereto. If the arbitration is to be conducted without hearings, the Arbitrator(s) shall make the oath in writing. The Arbitrators shall require witnesses to testify under oath administered by any duly qualified person (see Appendix A). The form of oath may be amended to include an affirmation under penalty of perjury.

Section 20. Majority Decision

Unless the arbitration agreement requires a unanimous decision, the decision and Award of the Arbitrators shall be by majority vote. In cases where the arbitration clause calls for two party-appointed Arbitrators and an Umpire should the two party-appointed Arbitrators be unable to agree, they shall promptly appoint a disinterested Umpire. The thus chosen Umpire shall take into account the reasons for the Arbitrators' disagreement and decide the matter(s) in controversy as if he/she were a sole Arbitrator, unless the arbitration agreement provides otherwise.

Section 21. Order of Proceedings

If hearings are scheduled, the first hearing of the arbitration shall be at the time and place designated by the Chair.

The claimant should submit a pre-hearing statement of claim to the Panel and respondent not less than twenty (20) business days prior to the first hearing. The respondent should submit its pre-hearing statement of defense (and counter claim, if any) not more than ten (10) business days thereafter.

At the first hearing, each party, or its counsel, may make an opening statement setting forth its position.

The arbitration proceeding shall be conducted in an orderly manner appropriate to judicial proceedings. Rules of evidence used in judicial proceedings need not be applied. If it is not clear which party is the claimant, the Panel shall make that determination. The Arbitrators shall apply burdens of proof and if a majority or all of them conclude that the claimant has not made its case, no further evidence need be taken from the respondent. The same procedure is to be applied to any counterclaim asserted by the respondent. Copies of any documents, exhibits and accounts intended to be introduced at a particular hearing should be supplied to the other party or opposing counsel and to Panel members at least ten business days prior to the date of that hearing. Any fact or expert witness intended to testify

before the Panel should likewise be identified and a brief description of his/her testimony given at least one week in advance of the scheduled hearing date.

All mentioned time limits are subject to Section 34.

Following the presentation of all evidence, the parties may elect to present their arguments in a final oral hearing rather than in written briefs. However, the Panel retains the privilege to direct the parties to submit supplementary briefs or appear for an oral argument on any issue(s) the Panel considers necessary or in need of clarification or further argument.

Section 22. Arbitration in the Absence of a Party

After a default has been established under the provisions of Section 4 of the Act or after the Panel has been completed pursuant to these Rules, the arbitration may proceed in the absence of the defaulting party, who, after due notice, failed to be present or failed to obtain an adjournment.

Section 23. Evidence

The parties may offer such evidence as they desire and shall produce such additional evidence as the Panel may deem necessary to an understanding and determination of the dispute. The Arbitrator(s) may subpoena witnesses and/or documents (including those in electronic form) at their own initiative or at the request of a party (see Appendix B).

The Panel shall be the judge of the relevancy and materiality of the evidence offered. All evidence shall be taken in the presence of the Arbitrator(s) and the parties, except in the case of depositions or where a party is absent without reasonable cause, in default, or has waived its right to be present or where submission of evidence by mail or in other form has been agreed by both parties.

The Panel has the power to direct that depositions be taken from witnesses who cannot testify in person.

In those circumstances it deems appropriate, the Panel has the discretion to direct that the testimony of witnesses be taken by video conference or such other electronic means. Should a party object to taking testimony by such means, the Panel will hear the objection and make a ruling which will be final and binding.

All evidence submitted to the Panel, as well as all written communications between any party and the Panel, after it has been constituted, shall be shared with all parties.

Section 24. Evidence by Affidavit

The Panel may receive evidence by affidavit and shall give such affidavits appropriate weight in light of any objections made by opponents.

Section 25. Closing of Proceedings

Upon completion of submission of evidence, the parties may submit briefs on an agreed schedule. If the parties cannot agree, the schedule shall be established by the Panel. Once all submissions are completed, the Chair shall declare the proceedings closed.

Section 26. Reopening of Proceedings

Following the submission of briefs, the Panel may require the parties to provide clarifications concerning their claims or defenses and may order additional hearings for that purpose.

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At any time prior to the issuance of an Award, hearings may be reopened on the application of any party provided the Panel agrees that good cause for doing so has been shown.

VI. PROCEDURE FOR OTHER THAN ORAL HEARINGS

Section 27. Arbitration on Documents Alone

The parties, by written agreement, may submit their disputes to arbitration on documents alone. In such case, the Panel members shall make their disclosures in writing to all parties, pursuant to Section 9 and communicate the written oath (see Appendix A attached) to the parties.

Thereafter, the parties shall make their submissions of documents and briefs, on such schedule as they agree. If the parties cannot agree, the Panel will establish the schedule.

VII. THE AWARD

Section 28. Time

The Panel has the collective duty to issue awards not later than 120 days after the final evidence or brief has been received and the parties have been notified that the proceedings have been closed. Failure of the Panel to abide by this provision shall not be grounds for challenge of the Award.

Section 29. Form

The Award and the Arbitrator(s)' reasons for same shall be made in writing and signed either by the participating Arbitrators or Umpire, as appropriate. A partial or total dissent shall be signed by the dissenter, made part of and included with the majority Award.

Section 30. Scope

The Panel shall grant any remedy or relief which it deems just and equitable, including, but not limited to, specific performance, declaratory relief, injunctive relief and the posting of security for part or all of a claim or counterclaim in an amount determined by and in a form acceptable to the Panel. The Panel, in its Award, shall assess arbitration expenses and fees as provided in Sections 15, 36, 37 and 38 and shall address the issue of attorneys' fees and expenses incurred by the parties. The Panel is empowered to award reasonable attorneys' fees and expenses or costs incurred by a party or parties in the prosecution or defense of the case.

Together with their reply briefs or not later than 30 days thereafter, unless directed by the Panel otherwise, counsel shall submit an affidavit describing the case activity and accounting for the hours and rates charged. Any attorneys' fees or party costs awarded shall be quantified in the Award.

The Panel shall retain jurisdiction to modify the Award for the sole purpose of correcting obvious clerical and/or arithmetical errors.

Section 31. Award upon Settlement; Sealed Offer of Settlement

(a) Should the parties settle their dispute during the course of an arbitration, the Panel may, upon the request of the parties, set forth the terms in an Award upon Settlement. (b) At any time after presentation of initial submissions to the Panel, but in no event later than the date the proceeding is declared "closed" per Section 25, either party may present the other with a Settlement Offer binding itself to either pay or accept a fixed sum (including

accrued interest) or in the case of a claim for injunctive relief or specific performance, to perform, not perform or discontinue performing a specified activity or contract obligation and stating a date by which such offer must be accepted.

(c) If the Settlement Offer is timely accepted and the arbitration is discontinued in accordance with the terms of the Settlement Offer, the terms of the settlement may provide for an Award upon Settlement in accordance with Section (a). If the Settlement Offer is timely accepted but the parties do not agree on the amount and allocation of legal and arbitrator fees and expenses, the parties shall submit the dispute to the Arbitrators who shall determine the amount and allocation of such fees and expenses in accordance with Section 30, also taking into account the terms and timing of the Settlement Offer, and issue an Award with respect to the amount and

allocation of such fees and expenses.

(d) If the Settlement Offer is refused, the Offeror may notify the Panel that a binding Settlement Offer was made but declined by the Offeree. The details of the last Settlement Offer shall then be delivered in a sealed envelope to the Chair or Sole Arbitrator who shall not open the envelope until such time as the Panel or Sole Arbitrator has arrived at a final decision. Should the rejected Settlement Offer be equal to or more favorable to the Offeree than the Panel's Award, the Panel shall, subject always to the provisions of Section 30 and taking into account the terms and timing of the Settlement Offer, award the reasonable legal fees and expenses as well as such arbitrator fees and expenses that would have been saved had the offer been accepted at the date by which acceptance was required.

Section 32. Delivery of Award to Parties

The parties accept that legal delivery of the Award is accomplished:

- (a) By mailing of the Award or a true copy thereof to the parties or their counsel to their last known mailing addresses, in which event delivery is complete upon mailing; or (b) By emailing the Award or a true copy thereof to the parties at the last known email address of the parties or their counsel; or
- (c) By personal service of the Award.

VIII. SPECIAL PROVISIONS

Section 33. Waiver

Any party with knowledge that a provision of these Rules has been breached, but who continues with the arbitration without registering an official objection with the Panel shall be deemed to have waived any right to object.

Section 34. Time Periods

The parties may modify any period of time by mutual agreement and consent of the Panel. The Panel may extend or shorten any period of time established by the Rules upon a showing of good cause and shall notify the parties accordingly.

Section 35. Service of Documents

Wherever parties have agreed to arbitration under these Rules, they shall be deemed to have consented to service of any papers, notices or process necessary to initiate or continue an arbitration under these Rules or a court action to confirm judgment on the Award issued. Such documents may be served:

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- (a) By mail, including email, addressed to such party or counsel at their last known address; or
- (b) By personal service.

Counsel for either party may be utilized by the Panel to implement subpoenas or other legal procedures instituted by the Panel. The expenses and fees for such services are to be allocated as the Panel members direct.

IX. EXPENSES AND FEES

Section 36. Expenses

The expenses of witnesses shall be paid by the party producing or requiring the production of such witnesses subject to allocation by the Panel.

Expenses incurred at the request of the Panel shall initially be borne equally by the parties subject to final allocation by the Panel. These include required travel and out-of-pocket expenses of the Panel member(s), the expense of producing witnesses requested by the Panel, including subpoenaed witnesses and the cost of providing any proofs produced at the direct request of the Panel. The Panel may require an advance deposit for any sums it may reasonably have to expend.

The travel and living expenses of a party-appointed Arbitrator located outside the area named in the arbitration agreement shall be borne by the party who appointed such Arbitrator.

Section 37. Arbitrator(s)' Fees

Each Panel member shall determine the amount of his/her compensation, which compensation is the joint and several obligation of the parties. When determining the fee, the Arbitrator(s) shall take into account the complexity, urgency and time spent on the matter.

At any time prior to issuance of the Award, the Panel may require that the parties post security for its estimated fees and expenses. Upon such request, each party shall promptly deposit the required amount into a segregated interest-bearing escrow account administered by the SMA (See Appendix C). Alternatively, such deposits may be held in any other escrow account or in any other manner, if agreed to by the Arbitrator(s).

If the dispute is settled during the course of the arbitration, the parties agree that a fee commensurate with the time spent or work already performed in the arbitration is due to the Arbitrator(s).

Section 38. Arbitrator and SMA Immunity

Neither the SMA nor any of its officers, directors, governors, employees, agents, or servants shall be liable for any act(s) or omission(s) in connection with the conduct of or decisions rendered in any arbitration or other proceeding or for the acts or omissions of its participating Arbitrators nor for the reproduction or publication of any ensuing Award, Ruling or Decision.

Parties to an arbitration under these Rules waive and expressly agree not to assert any claim, whatsoever and/or howsoever described, against the Arbitrator(s) arising out of or in connection with any such arbitral proceeding or Award.

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APPENDIX A

OATHS

These Oaths may be administered by the Recorder, or in the case of a hearing without recorder, by any one person to another, the affiant raising his right hand when being sworn. The form of Oath may be amended to include an affirmation under penalty of perjury.

1. Oath to be taken by Arbitrator in a hearing:

“Do you solemnly swear that you will faithfully and fairly hear and examine the matter in controversy and make a just Award, according to the best of your understanding?”

2. Oath to be included in disclosure statements in a case presented on documents only: “I solemnly swear to faithfully and fairly hear and examine the matter in controversy and make a just Award, according to the best of my understanding.”

3. Oath to be taken by Witness:

“Do you solemnly swear that the testimony you are about to give shall be the whole truth?”

4. Oath to be taken by Interpreter:

“Do you solemnly swear that you will faithfully and fairly translate in a verbatim and objective manner from the _____ language to the _____ language or vice versa the oral or written communications you will be called upon to interpret?”

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APPENDIX B

SUBPOENA

*In the Matter of Arbitration
between*

and

TO: (Name)
(Address)
(City and State)

You are Hereby Summoned to appear at an arbitration proceeding in person or virtually to be held at _____ on the _____ day of _____ A.D. 20_____ at _____ m. of said day and bring with you

then and there to testify in the above-entitled Matter, wherein the disputant parties and their addresses are as follows:

Arbitrator

Arbitrator

Arbitrator and Panel Chair
(NOTE: Only majority need sign.
See §7 of the Federal Arbitration Act.)

Attorney for _____

Address
NOTE: Report to Arbitrator(s) in Room No. _____

APPENDIX C
STANDARD TERMS FOR THE ADMINISTRATION OF FUNDS DEPOSITED IN
ESCROW WITH THE SOCIETY OF MARITIME ARBITRATORS, INC. (SMA) AS
SECURITY FOR ARBITRATORS' FEES AND EXPENSES

Effective June 1, 2023

1. The Panel Chair or Sole Arbitrator shall notify the parties/counsel in writing of the exact sum each is to deposit with specific banking instructions. A copy of this letter must simultaneously be sent to the SMA. This notification shall incorporate these SMA Standard Escrow Terms by reference.
2. The amount of security for the Arbitrators' fees shall not necessarily be indicative of the Arbitrators' ultimate fees nor of the allocation of such fees and expenses between or among the parties.
3. The Escrow Agent will maintain an Escrow Management Account with a first-class financial institution designated by the Board of Governors and into which all received funds will be deposited. Any additional or supplementary funds required by the Arbitrators as security for their fees and expenses shall likewise be held in the same Escrow Account. By submitting the necessary US tax forms, parties have the option to have their funds held in a separate interest-bearing Subsidiary Escrow Account.
4. The Escrow Agent shall be responsible for the proper administration of funds in its care.
5. The Escrow Agent will confirm when the designated bank has received the funds.
6. Unless sooner directed to the contrary by a court of competent jurisdiction, the Escrow Agent will disburse funds, including interest that has accrued, on deposit not earlier than 30 days from receipt of written instructions from the Chair/Sole Arbitrator as stipulated in an Award, whether final or partial, or Appendix thereto (which must be initialed by each Arbitrator).
7. Concurrent with the payments described above, the Escrow Agent will prepare an "Escrow Distribution Statement" to the parties, counsel and the arbitrators, showing actual sums received, sums disbursed, interest accrued. All distributions to Arbitrators are subject to an Escrow Charge which shall be set from time to time by the SMA Board, and such Escrow Charge shall be deducted from the distribution to each Arbitrator. Any balance due to the depositors will be remitted with this statement and the account closed.
8. In the event the Escrow Agent receives written advice by or on behalf of the parties that conflicting claims exist to the funds on deposit, the Escrow Agent will have the right to file an interpleader action.

9. Deposit of the security with the Escrow Agent shall be in accordance with these terms.

10. By depositing funds in the Escrow Account, a party agrees to be bound by the terms of these SMA Standard Escrow Terms and further agrees that the Arbitrators may in the Award direct that funds deposited by any party be allocated to the Arbitrator(s) in such percentages as the Arbitrator(s) may determine. By directing that the parties deposit funds in an Escrow Account established by these SMA Standard Escrow Terms, each Arbitrator agrees that distributions shall be made to the Arbitrator as provided herein, including deduction of the Escrow Charges.

11. These terms may only be amended by written agreement of the Arbitrators, the parties and/or their counsel.