

**IBA ARBITRATION COMMITTEE**

**RECOGNITION AND ENFORCEMENT OF ARBITRAL AWARDS  
SUBCOMMITTEE**

**COUNTRY REPORT ON LOCAL REQUIREMENTS FOR THE  
VALIDITY OF THE ARBITRAL AWARD**

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| Egypt                |  |                     |  |
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| I. General questions |  | (Yes/<br>No<br>/NA) | Additional comments, if<br>any.  |
| I.1                  | Has the country that you are reporting about adopted the UNCITRAL Model Law? | Yes                 | The Egyptian Arbitration Law No. 27 of 1994 ("EAL") was enacted in 1994 and is based on the 1985 UNCITRAL Model Law, with some variations which include the following: (a) the application of the EAL to both domestic and international arbitration; (b) its possible application to arbitrations seated abroad when the parties agreed to its extra-territorial application; (c) the definitions of 'commercial' and 'international' are slightly different under the EAL; (d) the overriding mandatory requirement for an arbitration agreement to be in writing for purposes of its validity; (e) the EAL includes a more stringent rule on incorporation of arbitration agreements by reference only if the incorporation expressly and clearly provides that the |

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|       |   |     | arbitration agreement is part of the contract; (f) the number of arbitrators under the EAL must be odd; (g) under the EAL, the same arbitrator cannot be challenged by the same party more than once in the same arbitration proceedings; (h) under the EAL, an arbitral tribunal will only have the power to 'order' interim relief if agreed by the parties (unlike the default rule under the Model Law); (i) absent an agreement on the applicable law governing the merits, the EAL provides for the application of the law that has the closest connection; (j) the EAL does not expressly refer to the presiding arbitrator's power to issue procedural orders on his own; (k) under the EAL, arbitral awards may be annulled if the tribunal excluded the application of the law chosen by the parties to govern the merits; and (l) unlike the Model Law which provides for seven grounds for refusal of recognition and enforcement of awards, the EAL provides that a court may not order enforcement of an award, unless it has verified three conditions. |
| I.2   | <b>Is it required for the award to result from an agreement to arbitrate?</b>                                     | Yes |  |
| I.2.a | if your answer to question <u>I.2</u> is yes, does the agreement to arbitrate must be transcribed into the award? | Yes | It must be quoted verbatim.  |
| I.2.b | Does the agreement to arbitrate must be attached to the award?  | No  |  |
| I.2.c | If your answer to question <u>I.2.b</u> is yes, would a copy of the agreement to arbitrate be sufficient?         | N/A |  |

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| I.2.d | If your answer to question <u>I.2.c</u> is no, is it necessary to attach an original version of the arbitration agreement?  | N/A        |  |
| I.3   | <b>Must the award resolve a substantive issue, not merely a procedural matter to be considered an arbitral award?</b>   | <b>Yes</b> | However, interim awards may deal with issues that are not strictly substantive in nature.  |
| I.3.a | If your answer to question <u>I.3</u> is yes, should decisions purely on procedural and/or administrative matters be then resolved in form of a procedural order? | No         | They can be resolved in form of a procedural order or possibly an interim or preliminary award.  |
| I.4   | <b>Does the award must comply with certain minimal formal requirements?</b>   | <b>Yes</b> |  |
| I.4.a | If your answer to question <u>I.4</u> is yes, is it required for the award to be an authenticated original award?   | Yes        |  |
| I.4.b | If your answer to question <u>I.4</u> is yes, is it required for the award to be in writing?  | Yes        | Article 43 (1) of the EAL provides for the writing requirement.  |
| I.4.c | If your answer to question <u>I.4</u> is yes, is it required for the award to be a reasoned instrument?   | Yes        | However, according to Article 43 (2) of the EAL, the reasoning requirement may be waived by the parties' agreement, or if the applicable procedural law does not require reasoning of the award. |
| I.4.d | If your answer to question <u>I.4</u> is yes, is it required for the award to indicate the place of arbitration?  | Yes        | Article 43 (3) of the EAL.   |
| I.4.e | If your answer to question <u>I.4</u> is yes, is it required for the award to specify the date of the award?  | Yes        | Article 43 (3) of the EAL.   |
| I.4.f | If your answer to question <u>I.4.e</u> is yes, does the date of the award need to be the date when the last of the arbitrators signed the award?                 | No         | It is common practice that the date of the award would be the date of the last signature. However, nothing prevents a tribunal from expressly providing  |

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|       |  |            | for a different date on the award.   |
| I.4.g | If your answer to question <u>I.4.f</u> is no, is the date of the award the same date when the relevant arbitration institution confirmed the award? | No         | Not necessarily.   |
| I.4.h | If your answer to question <u>I.4.g</u> is no, is the date of the award the same date when the award was sent to the parties?                        | No         | If it is ad hoc arbitration, the date of the award would be the date stated on the award. However, if no date is expressly stated (which would be problematic), the date could be the date of sending to the parties. Nevertheless, if it is institutional arbitration, the date of the award, if not stated on the award, would be the date the award is received by the institution. |
| I.5   | <b>Are partial awards permitted?</b>   | <b>Yes</b> | Article 42 of the EAL.   |
| I.5.a | If your answer to question <u>I.5</u> is yes, please briefly explain (in the comments column) in which cases can a partial award be issued?          |            | Situations where a partial award can be issued are not exhaustively defined, but can include: (i) issues of jurisdiction and/or admissibility; (ii) claims or counterclaims; (iii) the determination of the applicable substantive law; and/or (iv) the determination of liability, quantum, interest, costs.  |
| I.6   | <b>Are rectificative or interpretative additional awards permitted?</b>  | <b>Yes</b> | Article 49 of the EAL provides for issuing 'interpretation' awards. Article 50 of the EAL provides for the possibility of issuing 'corrective/rectificative' "orders", however, it is common practice for those to be issued in the form of correction <i>award</i> . Article 51 of the EAL provides for issuing 'additional' awards.  |

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| I.6.a | If your answer to question <u>I.6</u> is yes, is there a specific deadline to issue rectificative or interpretative additional awards?             | Yes        | Articles 49 and 50 of the EAL provide for the respective deadlines as explained in the comment below.  |
| I.6.b | If your answer to question <u>I.6.a</u> is yes, which is the deadline?   |            | <p>In relation to ‘interpretation’ and ‘rectificative/correction’ awards, the maximum deadline is 60 days from (i) the date of submitting a request by a party in case of ‘interpretation’ awards, and (ii) the date of rendering the award, or the submission of a correction request by one of the parties. (Articles 49 and 50 of the EAL).</p> <p>As for additional awards, the maximum deadline is 90 days from the date of receipt of the request for an additional award by one of the parties (Article 51 of the EAL).</p> |
| I.6.c | If your answer to question <u>I.6</u> is yes, is the relevant additional award considered to be part of the initial award?                         | Yes        |  |
| I.6.d | If your answer to question <u>I.6.c</u> is no, is the relevant additional award considered to be a separate award from the initial award?          | N/A        |  |
| I.6.e | If your answer to question <u>I.6</u> is yes, please briefly explain (in the comments column) in which cases can a rectificative award be issued?  |            | Cases of purely linguistic typographical, computational and mathematical nature (Article 50 of the EAL).   |
| I.6.f | If your answer to question <u>I.6</u> is yes, please briefly explain (in the comments column) in which cases can a interpretative award be issued? |            | Cases of any ambiguity in the award’s dispositive (the operative part) (Article 49 of the EAL).  |
| I.7   | <b>Are interim or preliminary awards permitted?</b>  | <b>Yes</b> | Article 42 of the EAL.   |

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| I.7.a | If your answer to question <u>I.7</u> is yes, are decisions on choice of law subject to an interim award?                                   | No         | Normally, decisions on choice of law are issued as preliminary or partial awards.   |
| I.7.b | If your answer to question <u>I.7</u> is yes, are decisions on liability subject to an interim award?                                       | Yes        | Normally, decisions on liability are dealt with in partial or final awards. However, it is possible that certain issues of liability may be dealt with in interim awards such as liability to deliver a site, draw a bond, etc. Nevertheless, it should be noted that interim awards do not have <i>res judicata</i> effect.  |
| I.7.c | If your answer to question <u>I.7</u> is yes, are decisions on the interpretation of a particular provision subject to an interim award?    | Yes        | It is possible that an urgent relief may take the form of interpretation of a specific provision, but this is not very common.  |
| I.7.d | If your answer to question <u>I.7</u> is yes, is the enforcement of interim awards somehow conditioned to the rendering of the final award? | No         | The enforcement of interim awards is not common given the lack of a <i>res judicata</i> effect. However, in 2017, the president of the Cairo Court of Appeal, in an <i>ex parte</i> proceedings, enforced, for the first time, an interim decision rendered by an ICC arbitral tribunal seated in Paris. (Cairo Court of Appeal, Arbitration Orders, Ordinance No. 39 of JY 134, dated 8 November 2017) This enforcement order has been affirmed by the Cairo Court of Appeal in an adversarial proceeding. (Cairo Court of Appeal, Case No. 44 of JY 134, hearing session dated 9 May 2018). |
| I.8   | <b>Are awards by consent accepted?</b>  | <b>Yes</b> | Article 41 of the EAL.  |

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| I.8.a      | If your answer to question <u>I.8</u> is yes, is there any additional requirement to render awards by consent?   | Yes        | See comment below.   |
| I.8.b      | If your answer to question <u>I.8.a</u> is yes, please provide a brief description (in the comments column) regarding such additional requirements.  |            | The parties must agree on settlement during the arbitral proceedings. Upon their request, the tribunal shall record their settlement in the form of an order (Article 41 of the EAL), which is normally rendered in the form of an award, as it has the same effect of arbitral awards with regard to their enforcement. |
| <b>I.9</b> | <b>Are default awards accepted?</b>  | <b>Yes</b> | Article 35 of EAL.   |
| I.9.a      | If your answer to question <u>I.9</u> is yes, should the award be rendered in a form of a partial award?   | No         | There is no requirement regarding the form of a default award. They could well be final awards.  |
| I.9.b      | If your answer to question <u>I.9.a</u> is no, should the award be rendered in a form of a final award?  | No         | Same comment as above.   |
| I.9.c      | If your answer to question <u>I.9.b</u> is no, should the award be rendered in a form of an interim award?   | No         | This is very unlikely, unless the default award deals with urgent relief. In any event, interim awards do not have <i>res judicata</i> effect.   |
| I.9.d      | If your answer to question <u>I.9</u> is yes, must particular notification requirements be met?  | No         | It is common practice to formally notify, or attempt to notify, the absent party with all procedures undertaken in the proceedings.  |
| I.9.e      | If your answer to question <u>I.9</u> is yes, should the efforts made by the arbitrators to notify the absent party and to give such party the opportunity to present its case be documented in the award? | Yes        | Article 26 of the EAL provides that the parties to the arbitration must be afforded equal treatment, in a manner that each party is given an equal and full opportunity to present its case. Therefore, the tribunal   |

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|             |   |            | must document the steps and procedures undertaken to avail the absent party of the opportunity to present its case.  |
| <b>I.10</b> | <b>Is there a time limit requirement to render the award?</b>   | <b>Yes</b> | In relation to <i>ad hoc</i> proceedings Article 45 of the EAL provides for such time limit. However, in institutional proceedings, the time for rendering the arbitral award is subject to the applicable institutional rules/practices, if any.  |
| I.10.a      | If your answer to question <u>I.10</u> is yes, please specify (in the comments column) what is the relevant time limit. |            | In principle, the tribunal shall render the final award within the period agreed upon by the parties. However, if there is no agreement between the parties on such period, the award shall be rendered within 12 months from the date of commencement of the arbitral proceedings, and in all events the tribunal may decide to extend this period for no more than 6 further months unless the parties agree to a longer period or the court grants a further extension. (Article 45 of the EAL) |
| <b>I.11</b> | <b>Are arbitrators required to meet certain qualifications?</b>   | <b>No</b>  | There are no specific qualifications required, unless the parties agree otherwise.<br><br>However, there are some basic requirements that arbitrators must satisfy, <i>i.e.</i> having attained the age of majority, enjoying full legal capacity and being capable of disposing of his/her own rights. More specifically, an arbitrator shall not be under judicial restriction or deprived of his/her civil rights due to being  |



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|                     |   |                              | <p>convicted of a felony or misdemeanour infringing honour or honesty, or by reason of declaring his/her bankruptcy, unless he/she has been rehabilitated. Arbitrators must also be impartial and independent. (Article 16 of the EAL).</p> <p>Finally, it is worth noting that judges or members of the judiciary may sit as arbitrators, but they are required to obtain an administrative permission from the Supreme Judicial Council to sit as arbitrators in a specific case. In this regard, the Egyptian Court of Cassation ruled that the absence of the Supreme Judicial Council authorisation for a sitting judge to sit as an arbitrator in a specific case – <i>despite being in breach of the Judicial Authority Law</i> – does not necessarily affect the validity of the arbitral award. (Egyptian Court of Cassation, Commercial Circuit, Challenge No. 9968 of JY 81, hearing session dated 9 January 2018)</p> |
| I.11.a              | If your answer to question <u>I.11</u> is yes, please provide a list (in the comments column) of such requirements. | N/A                          |   |
| <b>II. Language</b> |   | <b>(Yes/<br/>No<br/>/NA)</b> | <b>Additional comments, if any.</b>   |
| II.1                | Is it required for the award to be written in the language of the arbitral proceeding?                              | No                           | <p>Article 29 of the EAL provides for the possibility to choose one or multiple language(s).</p> <p>In this regard, nothing prevents the parties to the arbitration to agree on conducting the arbitral</p>   |

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|        |  |     | proceedings in one language, and then agree that the award will be rendered in another language. (Article 29 of the EAL). However, as a matter of common practice, the award is normally drafted in the language of the proceedings.   |
| II.1.a | If your answer to question <u>II.1</u> is yes, should the award be issued in all of the languages chosen by the parties for the arbitral proceedings?                  | No  | There is no requirement for rendering the award in all languages chosen by the parties, this is subject to their agreement. In absence of the parties' agreement, it is subject to the tribunal's discretion.  |
| II.1.b | If your answer to question <u>II.1.a</u> is no, do the arbitrators have the discretion to choose between the languages of the arbitral proceedings to issue the award? | Yes | This is subject to the parties agreement. The arbitrators have to observe and uphold the parties' agreement.   |
| II.1.c | If your answer to question <u>II.1</u> is no, should the language of the award be that of the arbitration agreement?   | No  | Article 29 of the EAL grants the parties the freedom of choice of the language of the arbitral proceedings, which consequently applies to the choice of the language of the award. If the parties have not agreed on such language, the tribunal has the discretion to determine it, otherwise, Arabic is deemed the language of the proceedings.<br><br>Further to the above, there are no other requirements, such that the language of the award can be different from that of the arbitration agreement. |
| II.1.d | If your answer to question <u>II.1</u> is no, should the language of the award be that of the underlying agreement?  | No  | Same comment as above. Nothing prevents that the language of the award be different from the language  |

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|        |  |    | of the underlying agreement.   |
| II.1.e | If your answer to question <u>II.1</u> is no, should the language of the award be that of the seat of arbitration?           | No | Same comment as above (II.1.c). There is no requirement that the language of the award be that of the seat of arbitration. However, Article 29 of the EAL provides for a default rule that the award shall be rendered in Arabic, but this default rule can be easily displaced by the parties' agreement or the arbitrators' determination. |
| II.1.f | If your answer to question <u>II.1</u> is no, should the language of the award be the language of the parties' nationality?  | No | Same comment as above (II.1.c). There is no requirement that the language of the award be that of parties' nationality.  |
| II.2   | <b>Are there any circumstances that must be taken into consideration in order to determine the language of the award?</b>    | No | Whilst there is no specific set of mandatory circumstances, it is common practice that, absent an agreement between the parties, arbitrators do consider the language of the contract and exchanged communications when determining the language of the proceedings and/or the award.  |
| II.2.a | If your answer to question <u>II.2</u> is yes, should the language of the award be understandable by all of the arbitrators? | No | Unless the parties agree otherwise.  |
| II.2.b | If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the dispute?                  | No | Unless the parties agree otherwise.  |
| II.2.c | If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the parties?                  | No | Unless the parties agree otherwise.  |
| II.2.d | If your answer to question <u>II.2</u> is yes, should the language of the award have a link to the dispute?                  | No | Unless the parties agree otherwise.  |

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| II.2.e                                | If your answer to question <u>II.2</u> is yes, should the arbitrators take into consideration the language of the correspondence between the parties?  | No                           | Unless the parties agree otherwise.  |
| II.2.f                                | If your answer to question <u>II.2</u> is yes, should the arbitrators take into consideration the place where the award is most likely to be enforced?   | No                           | Unless the parties agree otherwise. Nevertheless, as stated above, it is common practice that arbitrators do consider this amongst the criteria for determining the language of the proceedings. |
| II.3                                  | <b>Is it permitted to use two languages in the award (i.e. quotes in one language and the rest of the award in another language)?</b>  | <b>Yes</b>                   | Unless otherwise agreed by the parties.  |
| II.3.a                                | If your answer to question <u>II.3</u> is no, when the parties have made a quote on a language different from the one of the proceedings and the quote is used in the award, should that quote be translated by the arbitrators? | No                           | Unless the parties agree otherwise. In practice, the party presenting a quote in a language different from the one of the proceedings is the party responsible to provide its translation.       |
| II.3.b                                | If your answer to question <u>II.3.a</u> is no, should a translator translate the quote?   | No                           |  |
| II.3.c                                | If your answer to question <u>II.3.b</u> is yes, should that translator be selected by the arbitrators?  | No                           |  |
| II.3.d                                | If your answer to question <u>II.3.c</u> is no, should the translator be selected jointly by the parties?  | No                           |  |
| II.3.e                                | If your answer to question <u>II.3.b</u> is no, should one of the parties translate the quote?   | Yes                          | This is mostly the case, but it is not a mandatory requirement.  |
| II.3.f                                | If your answer to question <u>II.3.e</u> is yes, should the arbitrators select the party which will translate the quote?   | No                           |  |
| II.3.g                                | If your answer to question <u>II.3.b</u> is yes, is there any specific requirement regarding the person who can translate the text ( <i>ie. sworn translator</i> )?  | No                           |  |
| <b>III. Signature, date and place</b> |  | <b>(Yes/<br/>No<br/>/NA)</b> | <b>Additional comments, if any.</b>  |

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| III.1   | <b>Is it required for the arbitral award to bear the arbitrators' actual (as opposed to electronic) signature?</b>  | Yes | In practice, arbitral awards always bear the actual signature of arbitrators, although, Egypt enacted Law No. 15 of 2004 for Digital Signatures, it has not been implemented until date in relation to the signing of arbitral awards. Courts are still accustomed to receiving actually signed awards.   |
| III.1.a | If your answer to question <u>III.1</u> is no, is it permitted for the arbitral award to bear the arbitrators' electronic signature?                      | N/A |   |
| III.1.b | If your answer to question <u>III.1</u> is yes, is it required to use a specific ink color to sign the award?   | No  |   |
| III.1.c | If your answer to question <u>III.1.b</u> is yes, please specify (in the comments column) the ink color that must be used.                                | N/A |   |
| III.2   | <b>In case of majority decision, will the award be valid with the signature of the majority (as opposed to the signature of all of the arbitrators)?</b>  | Yes | Article 43 (1) of the EAL provides that the signature of the majority is sufficient, provided that the award states the reason(s) for non-signature by the minority, otherwise the award runs the risk of being set aside. This is also confirmed by the Egyptian Court of Cassation. (Egyptian Court of Cassation, Challenges Nos. 88 and 515 of JY 73, hearing session dated 9 February 2010) |
| III.2.a | If your answer to question <u>III.2</u> is yes, is it required for the award to contain an explanation as to why a signature of an arbitrator is missing? | Yes | See the above comment.  |
| III.3   | <b>In case of a dissenting opinion by one of the arbitrators, is it permitted for the award to bear the signature of the dissenting arbitrator?</b>       | Yes | The dissenting arbitrator can and is encouraged to sign the award. However, should he/she decide not to sign, then the reasons for the non-signature must be stated.  |

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| III.3.a | If your answer to question <u>III.3</u> is yes, is it required for the award to contain an explanation as to why award bears the signature of the dissenting arbitrator? | No         |  |
| III.3.b | Are the non-dissenting arbitrators required to analyze the dissenting opinion?   | No         | However, it is not uncommon that the majority award addresses the issues/points raised in the dissent to the extent necessary.   |
| III.4   | <b>In the case of unanimous decision, are all arbitrators required to sign the award?</b>  | <b>Yes</b> |  |
| III.4.a | If your answer to question <u>III.4</u> is no, would the signature of the president of the Arbitral Tribunal suffice?  | No         | The award must bear the signature of the majority of the arbitrators. (Article 43 (1) of the EAL) Therefore, the president's signature alone does not suffice. If only the presiding arbitrator signs the award, it may well be set aside.   |
| III.5   | <b>Is initialling of all the pages of the award required?</b>  | <b>No</b>  | <p>As a matter of law, there is no legal requirement with the effect that <i>every page</i> of the award should be signed or initialed. In this regard, the Egyptian Court of Cassation held that signing every page of the award is not a legal requirement, so long as it is evident that the award's last page is signed. (Egyptian Court of Cassation, Challenge No. 1394 of JY 86, hearing session dated 13 June 2017)</p> <p>However, it is common practice in domestic arbitrations to initial every page and sign the last page of the award. Nevertheless, this is only a practice and not a legal requirement.</p> |

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| III.5.a | If your answer to question <u>III.5</u> is yes, is initialling required from all of the members of the arbitral tribunal?                                     | N/A |   |
| III.5.b | If your answer to question <u>III.5</u> is yes, is it permitted for only some of the arbitrators to comply with such requirement?                             | N/A |   |
| III.5.c | If your answer to question <u>III.5</u> is no, is initialling of all the pages permitted?   | Yes |   |
| III.6   | <b>In case of a dissenting opinion by one of the arbitrators, is initialling of all the pages required by the dissenting arbitrator?</b>                      | No  |   |
| III.6.a | If your answer to question <u>III.6</u> is no, is initialling of the award by the dissenting arbitrator permitted?  | Yes |   |
| III.7   | <b>Is physical presence of the arbitrators at the place of arbitration required for validly signing the award?</b>  | No  | <p>Article 28 of the EAL does not require that the signature of the award be at the place of arbitration. This is subject to tribunal's discretion. This is confirmed by the Egyptian Court of Cassation which held that the choice of a specific place does not bind the tribunal to conduct all proceedings in relation to the arbitration in the same place. The Court added that if the deliberations and signature of the award took place in a place other than the place of arbitration, this would not result in the annulment of the award. (Egyptian Court of Cassation, Challenge No. 1394 of JY 86, hearing session dated 13 June 2017).</p> <p>In brief, both Egyptian law and courts distinguish the seat (place) of arbitration from the venue of the proceedings.</p> |
| III.7.a | If your answer to question <u>III.7</u> is no, is it permitted for each arbitrator to sign at a different place from where the other arbitrators are signing? | Yes |   |

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| III.7.b      | If your answer to question <u>III.7.a</u> is no, must physically meet to sign the award at the same place (different from the place of the arbitration)?   | N/A        |                            |
| III.7.c      | If your answer to question <u>III.7</u> is yes, would this requirement also apply to cases where electronic signature is permitted?  | N/A        |                            |
| III.7.d      | If your answer to question <u>III.7</u> is no, would there be any difficulty or problem for not physically signing the award at the place of arbitration?  | No         |                            |
| <b>III.8</b> | <b>Is there any additional signature requirement applicable to the jurisdiction you are reporting about?</b>   | <b>No</b>  |                            |
| III.8.a      | If your answer to question <u>III.8</u> is yes, please indicate the requirement in the comments section.   | N/A        |                            |
| <b>III.9</b> | <b>Is it required for the arbitral award to bear the date?</b>   | <b>Yes</b> | Article 43 (1) of the EAL. |
| III.9.a      | If your answer to question <u>III.9</u> is yes, should each arbitrator state the effective date when he/she signed the award?  | No         |                            |
| III.9.b      | If your answer to question <u>III.9.a</u> is no, should the date inserted in the award be the one when the last arbitrator effectively signed the award?   | No         |                            |
| III.9.c      | If your answer to question <u>III.9.a</u> is yes, should the date be set using the calendar used at the relevant countries (i.e. solar calendar) of the nationality of the arbitrators?  | N/A        |                            |
| III.9.d      | If your answer to question <u>III.9.c</u> is no, should the date be set using the calendar used at the place of arbitration (i.e. solar calendar)?   | N/A        |                            |
| III.9.e      | If your answer to question <u>III.9.d</u> is no, should the date be set using the calendar used at the relevant countries of the nationality of the parties?   | N/A        |                            |
| III.9.f      | If your answer to question <u>III.9.e</u> is yes, if the countries where the parties are nationals of use different calendar systems, should the date be set in accordance all of those calendar systems (i.e. solar calendar and Chinese calendar)? | N/A        |                            |
| III.9.g      | If your answer to question <u>III.9.f</u> is no, should the arbitrators choose between the relevant calendar systems?  | N/A        |                            |



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| III.9.h  | If your answer to question <u>III.9</u> is yes, should the arbitrators write the entire date (i.e. January 1, 2019) as oppose of using only numbers (i.e. 01/01/2019)?  | No  | There is no requirement as to the form of writing the date (entire date or using only numbers). However, the common practice consists in writing the entire date to avoid confusion.   |
| III.9.i  | If your answer to question <u>III.9.h</u> is yes, what format should the arbitrators use (i.e. Month day, year)?  | N/A |  |
| III.9.j  | If your answer to question <u>III.9.h</u> is no, what format should the arbitrators use when writing the date with only numbers (i.e. day/ month/year)?   |     | No specific format, but the common format is Day/month/year.   |
| III.10   | <b>Is it permitted to pre-date the award to the submission to the relevant arbitral institution's approval?</b>   | Yes | It is a possibility, however, it is not of common practice to do so and is subject to the applicable institutional rules.  |
| III.11   | <b>Are the arbitrators free to choose the date in which their award will become effective?</b>  | Yes | There is no prohibition, however, it is uncommon for arbitrators to do so. In this regard, the common example pertains to claims on interest which may be awarded with an effective date prior to or after that of the award. Same applies in relation to declaratory awards such as those ordering contract termination where the date of termination can be earlier than the date of the award (i.e. retroactive). |
| III.11.a | If your answer to question <u>III.11</u> is no, would the award be deemed effective on the date of the last signature?  | N/A |  |
| III.11.b | If your answer to question <u>III.11.a</u> is no, please provide a brief description (in the comments column) regarding the deadline, standards or methods used to determine the date on which the award will become effective. | N/A |  |

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| III.12                               | <b>Are arbitrators required to state in their award the place where the award was made (seat of arbitration)?</b>   | Yes                  | Article 43 (1) of the EAL.  |
| III.12.a                             | If your answer to question <u>III.12</u> is no, are arbitrators required to state the physical place where they were located during the proceedings?                                      | N/A                  |   |
| III.12.b                             | If your answer to question <u>III.12.a</u> is no, are arbitrators required to state in their award the place where they are at the precise moment of the signature of the award?          | N/A                  |   |
| III.13                               | <b>Are arbitrators or the arbitral institution required to stamp the award?</b>   | No                   | As a matter of law, there is no requirement to stamp the award. However, as a matter of common practice, some arbitral institutions stamp the award. When that is the case, there is no specific stamp that should be used, although it is common for that stamp to bear the institution's name and to be commonly applied to each page of the award. |
| III.13.a                             | If your answer to question <u>III.13</u> is yes, is there a specific stamp that should be used?   | N/A                  |   |
| III.13.b                             | If your answer to question <u>III.13</u> is yes, is there any particular rule applying to the use of the stamps (e.g., one stamp every X pages, stamp on the junction of the pages etc.)? | N/A                  |   |
| III.14                               | <b>Are arbitrators or the arbitral institution required to bind the award?</b>  | No                   | There is no legal requirement to that effect. However, it is preferable to do so as a matter of presentation.   |
| III.14.a                             | If your answer to question <u>III.14</u> is yes, is there any particular rule applying to the binding of the award (e.g., seal or other ways for granting authenticity etc.)?             | N/A                  |   |
| <b>IV. Notification of the award</b> |   | <b>(Yes/ No /NA)</b> | <b>Additional comments, if any.</b>   |

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| IV.1   | <b>Are there any specific required means for the notification of the award?</b>   | Yes | <p>In this regard two types of notifications must be distinguished.</p> <p>First, the notification of the award to both parties once rendered and signed by the arbitrators. To this extent, there are no legal requirements other than delivering the award to the parties. (Article 44 (1) of the EAL)</p> <p>Second, the notification of the award for setting aside or enforcing same. In this regard, the winning party must notify the award through court bailiff procedure, so that the time-limit (90 days) for initiating a nullity action starts running from the date of this notification. (Article 54 of the EAL)</p> |
| IV.1.a | If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through judicial assistance? | Yes | Notification of the award for the purposes of setting aside and/or recognition/enforcement shall be made through court bailiff procedures.  |
| IV.1.b | If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through a public notary?     | No  |   |
| IV.1.c | If your answer to question <u>IV.1</u> is yes, is it required for the award to be notified through judicial assistance? | Yes | Notification of the award for the purposes of setting aside and/or recognition/enforcement shall be made through court bailiff procedures.  |
| IV.2   | <b>Is it permitted for the relevant arbitration institution to perform the notification of the award?</b>               | Yes | In institutional arbitration, it is common practice that the arbitral institution notifies the award to the parties. There is no requirement or   |

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|        |   |     | prohibition as to such type of notification.   |
| IV.3   | <b>In an ad-hoc arbitration, is it required for the arbitrators themselves to notify the award to the parties?</b>  | No  | It is not required. The arbitrators only deliver the award to the parties.   |
| IV.3.a | If your answer to question <u>IV.3</u> is no, is it permitted for the arbitrators themselves to notify the award to the parties?  | Yes | If delivery is tantamount to notification then this takes place.   |
| IV.4   | <b>In an institutional arbitration, are arbitrators themselves required to notify the award to the parties?</b>   | No  |  |
| IV.4.a | If your answer to question <u>IV.4</u> is no, are arbitrators themselves permitted to notify the award to the parties?  | Yes | This is subject to the applicable institutional rules and practices.   |
| IV.5   | <b>Is it required to provide each of the parties with an original version of the award?</b>   | Yes | Although Article 44 of the EAL provides that each party must obtain a signed copy of the award without precisising that it shall be an original version, it is established in practice that the parties receive an original version of the signed award. |
| IV.5.a | If your answer to question <u>IV.5</u> is yes, in the case of a multiparty arbitration, is it required to provide an original version of the award to each of the parties (i.e. each of the claimants and each of the respondents)? | Yes | It is common practice.   |
| IV.5.b | If your answer to question <u>IV.5.a</u> is no, would it be required to provide one original version of the award to respondents and one to claimants?  | N/A |  |
| IV.5.c | If your answer to question <u>IV.5</u> is yes, is it required for the award to be authenticated?  | No  | The signature of the award by the tribunal or the majority of arbitrators is sufficient.   |
| IV.6   | <b>Is it required to provide each of the arbitrators with an original version of the award?</b>   | No  | However, such requirement is subject to the applicable procedural rules.   |

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| IV.6.a | If your answer to question <u>IV.6</u> is no, would it be required to provide one original of the award for the arbitral tribunal?                                     | No  | However, this is subject to the applicable procedural rules.  |
| IV.6.b | If your answer to question <u>IV.6.a</u> is no, should a copy of the award be provided to the arbitral tribunal?   | Yes | It is common practice to furnish each arbitrator with a copy of the award, unless the applicable procedural rules provide for receipt of an original.   |
| IV.7   | <b>Is it required to provide an original version of the award to the courts of the seat of arbitration?</b>  | Yes | <p>As a matter of strict law, the EAL does not require an original; it is sufficient for the party in whose favour an arbitral award is rendered to deposit either the original version of the award or a signed copy thereof in the language in which it was rendered. If it is rendered in a foreign language, a translation thereof in Arabic certified by an approved authority, shall be deposited at the registry of the competent court. (Article 47 of the EAL)</p> <p>However, in practice, the party may be required by the court to deposit or show the original of the award.</p> |
| IV.7.a | If your answer to question <u>IV.7</u> is yes, should that award be original or authenticated?   |     | An authenticated version is sufficient as a matter of law.  |
| IV.7.b | If your answer to question <u>IV.7</u> is yes, is the arbitral tribunal required to provide an original version of the award to the court where enforcement is sought? | No  |   |
| IV.7.c | If your answer to question <u>IV.7.b</u> is yes, should that award be authenticated?   | N/A |   |
| IV.7.d | If your answer to question <u>IV.7</u> is no, is there any specific requirement for the presentation of an electronic version of an award to the courts?               | Yes | The award must be authenticated and is not sent electronically. Practice has not yet reached the stage of   |

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|              |  |           | electronic submission of awards.  |
| <b>IV.8</b>  | <b>Is it required for the notification of the award to be made by international courier?</b>   | <b>No</b> |   |
| IV.8.a       | If your answer to question <u>IV.8</u> is yes, are there specific international couriers that shall be used?   | N/A       |   |
| IV.8.b       | If your answer to question <u>IV.8.a</u> is yes, please briefly provide a description (in the comments column) as to those international couriers.   | N/A       |   |
| IV.8.c       | If your answer to question <u>IV.8</u> is no, is it permitted for the notification of the award to be made by international courier?   | Yes       | This is common practice.  |
| <b>IV.9</b>  | <b>Is it required for the notification of the award to be made by public postal services?</b>  | <b>No</b> |   |
| IV.9.a       | If your answer to question <u>IV.9</u> is yes, are there specific public postal services that shall be used?   | N/A       |   |
| IV.9.b       | If your answer to question <u>IV.9.a</u> is yes, please briefly provide a description (in the comments column) as to those public postal services.   | N/A       |   |
| IV.9.c       | If your answer to question <u>IV.9</u> is no, is it permitted for the notification of the award to be made by public postal services?  | Yes       | However, it is not recommended at all in order to avoid the loss of the award or the significant delay thereof. |
| <b>IV.10</b> | <b>Is it required for the parties to pick up the award personally at the offices of one of the arbitrators or of the arbitration institution?</b>  | <b>No</b> |   |
| IV.10.a      | If your answer to question <u>IV.10</u> is no, is it permitted for the parties to pick up the award personally at the offices of one of the arbitrators or of the arbitration institution? | Yes       |   |
| <b>IV.11</b> | <b>After notifying the award to the parties, are the arbitrators required to assist the parties with complying with any further formalities that may be needed to ensure enforcement?</b>  | <b>No</b> | However, the arbitrators may be required to make any necessary corrections to ensure that the award is          |

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|                           |  |                      | presented in a form suitable for enforcement.   |
| IV.11.a                   | If your answer to question <u>IV.11</u> is yes, are the arbitrators required to assist the parties in obtaining the relevant <i>apostille</i> ?  | N/A                  |   |
| IV.11.b                   | If your answer to question <u>IV.11</u> is yes, please provide a brief description (in the comments column) as to which would those formalities be.  | N/A                  |   |
| IV.12                     | <b>Is there any time limit established for notification purposes?</b>  | <b>Yes</b>           |   |
| IV.12.a                   | If your answer to question <u>IV.12</u> is yes, please provide a brief description (in the comments column) regarding the specific time limit established for the notification of the award to take place. |                      | According to Article 44 of the EAL, the arbitral tribunal shall deliver the award to the parties within 30 days from the date of its issuance. However, there is no specific time-limit for the notification of the award by the winning party to the losing party to enforce same. |
| IV. 12                    | <b>Are there any additional specific local requirements for the notification of the award?</b>   | <b>Yes</b>           |   |
| IV.12.a                   | If your answer to question <u>IV.2</u> is yes, please provide a brief description (in the comments column) regarding which would those local requirements be?  |                      | As stated above at (IV.1), the award shall be notified through court bailiff, so that the time-limit (90 days) for initiating an action of annulment starts running from the date of such notification.   |
| <b>V. Confidentiality</b> |  | <b>(Yes/ No /NA)</b> | <b>Additional comments, if any.</b>   |
| V.1                       | <b>Is it required for the draft of the award to be kept confidential (i.e. without sharing it with the parties)?</b>   | <b>Yes</b>           |   |
| V.1.a                     | If your answer to question <u>V.1</u> is no, is there any confidentiality obligation applicable to the drafting process of the award?  | N/A                  |   |

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| V.2   | <b>Is it required for the comments and views of the arbitrators to be kept confidential (i.e. without sharing them to the parties)?</b>               | <b>Yes</b> |  |
| V.2.a | If your answer to question <u>V.2</u> is no, is there any confidentiality obligation applicable to the deliberation process of the arbitral tribunal? | N/A        |  |
| V.3   | <b>Is it required for the arbitrators or arbitral institution to notify the award preserving its confidentiality?</b>                                 | <b>Yes</b> | However, such requirement is subject to the parties' agreement and the applicable procedural rules.                                      |
| V.3.a | If your answer to question <u>V.3</u> is yes, are there specific confidentiality standards?   | Yes        |  |
| V.3.b | If your answer to question <u>V.3.a</u> is yes, please provide (in the comments column) a brief description regarding those standards.                |            | The arbitral award or any part of it may not be published without the consent of the parties to the arbitration. (Article 44 of the EAL) |
| V.4   | <b>Are the arbitrators required to identify the manner in which the award is to be notified in order to preserve its confidentiality?</b>             | <b>No</b>  | However, this is subject to the parties' agreement, and applicable procedural rules.   |
| V.4.a | If your answer to question <u>V.4</u> is yes, are there any specific formalities that must be met regarding such identification?                      | N/A        |  |
| V.4.b | If your answer to question <u>V.4.a</u> is yes, please provide a brief description (in the comments column) regarding those formalities.              | N/A        |  |
| V.5   | <b>Are the arbitrators required to identify to whom the award is to be notified in order to preserve confidentiality?</b>                             | <b>No</b>  | However, it is common practice that award is notified to the parties or their legal representatives.                                     |
| V.5.a | If your answer to question <u>V.5</u> is yes, are there any specific formalities that must be met regarding such identification?                      | N/A        |  |
| V.5.b | If your answer to question <u>V.5.a</u> is yes, please provide a brief description (in the comments column) regarding those formalities.              | N/A        |  |



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| V.6   | Does the award need to explicitly provide if it is (or not) of confidential nature?  | No                   | However, this is subject to the parties' agreement, and applicable procedural rules.   |
| <b>VI. Secretary of the Arbitral Tribunal</b> |  | <b>(Yes/ No /NA)</b> | <b>Additional comments, if any.</b>  |
| VI.1  | Is it permitted for an arbitral tribunal secretary to assist the arbitrators in the drafting of the award?   | Yes                  | However, there is no specific provision under the EAL to deal with tribunal secretaries. This is subject to the parties' agreement.  |
| VI.1.a  | If your answer to question <u>VI.1</u> is yes, is it permitted for the arbitral tribunal secretary to be part of the decision making process?  | No                   | Unless otherwise agreed by the parties.  |
| VI.1.b  | If your answer to question <u>VI.1</u> is yes, is it permitted for the arbitral tribunal secretary to prepare a framework of the award (i.e., procedural history)?   | Yes                  | This is subject to the parties' agreement.   |
| VI.1.c  | If your answer to question <u>VI.1</u> is yes, please provide a brief description of the scope of the tribunal secretary's role in assisting with the award.   |                      | There is no legal requirement for the appointment of a secretary to the tribunal under Egyptian law, nor any rule regulating same. Therefore, this matter is subject to the parties' agreement and applicable procedural rules.  |
| VI.1.d  | If your answer to question <u>VI.1</u> is yes, please indicate if there is any legal provision in force regarding the nomination, scope of work and/or limits of assistance of a secretary to the arbitral tribunal. |                      | None.  |
| VI.2  | Is it required for the award to state the name of the arbitral tribunal secretary?   | No                   | However, this is subject to the parties' agreement and the applicable procedural rules.<br><br>In this regard, the Cairo Court of Appeal held that owing to the exceptional and consensual nature of arbitration, the EAL does not require the signature of the arbitral tribunal's secretary on the award, or |

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|                                  |   |                            | the appointment of such secretary altogether. (Cairo Court of Appeal, 7 <sup>th</sup> Commercial Circuit, Challenge No. 63 of JY 126, hearing session dated 2 February 2010)  |
| VI.2.a                           | If your answer to question <u>VI.2</u> is yes, is it required for such statement to include a description regarding her/his appointment as arbitral tribunal secretary?                                     | N/A                        | If agreed by the parties, it would be expected of the arbitrators to state in the award that a tribunal secretary has been appointed.   |
| VI.2.b                           | If your answer to question <u>VI.2.a</u> is yes, is it required for such description to include an impartiality and independence statement by the arbitral tribunal secretary?                              | N/A                        | If agreed by the parties, it would be expected of the tribunal secretary to provide a statement of impartiality and independence.   |
| VI.2.c                           | If your answer to question <u>VI.2.a</u> is yes, is the arbitral tribunal secretary under a duty to sign the award?   | N/A                        | The tribunal secretary does not sign the award.   |
| VI.3                             | <b>In case where the arbitral tribunal secretary is permitted to assist in the drafting of the award, is it required for the award to contain a description of the scope and extent of such assistance?</b> | No                         | However, this is subject to the parties' agreement and the applicable procedural rules.   |
| <b>VII. Content of the award</b> |   | <b>(Yes/ No /NA)</b>       | <b>Additional comments, if any.</b>   |
| VII.1                            | <b>Is it mandatory to state within the award the reasons upon which the award is based?</b>   | <b>Yes (unless waived)</b> | Principally, arbitral awards must be reasoned. However, according to Article 43 (2) of the EAL, the reasoning requirement may be waived by the parties' agreement, or if the applicable procedural law does not require reasoning of the award. |
| VII.2                            | <b>Is it mandatory to state within the award additional administrative or procedural issues/information?</b>  | <b>Yes</b>                 |   |

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| VII.2.a | If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the names and addresses of the parties?                                    | Yes | Article 43 of the EAL necessitates the inclusion of the parties' names and addresses in the award. However, courts have taken a liberal approach with effect that the award will not be annulled for failure to include said details, as long as this does not cause doubts as to the parties' identity or make their connection to the award questionable, and insofar as this did not prevent the losing party from notifying the winning party of its annulment action. (Cairo Court of Appeal, Cases No. 11, 14, and 24 of JY 119, hearing session dated 27 November 2002; and Cairo Court of Appeal, 8 <sup>th</sup> Commercial Circuit, Challenge No. 49 of JY 125, hearing session dated 18 May 2009) |
| VII.2.b | If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the names and addresses of the legal representatives of the parties?       | No  | However, it is commonly included as a matter of common practice.   |
| VII.2.c | If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the date, parties and precise terms of the arbitration agreement?          | Yes | Article 43 (3) of the EAL provides for all requirements. It is worth noting that the arbitration agreement must be quoted verbatim.  |
| VII.2.d | If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate whether the place of arbitration was agreed by the parties?               | No  | There is no requirement to indicate whether the place of arbitration was agreed by the parties or not, however the award must indicate the place of arbitration as per Article 43 (3) of the EAL.  |
| VII.2.e | If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate whether the place of arbitration was determined by the arbitral tribunal? | No  | There is no such requirement, however, it is common practice to indicate in the award if the arbitral  |

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|         |   |     | tribunal determined the place of arbitration, in addition to the requirement provided in Article 43 (3) of the EAL to indicate the place of arbitration in the award.  |
| VII.2.f | If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the law or rules applicable to the arbitration agreement?   | No  | However, if this is in dispute between the parties and subject to claims, or reliefs, sought by the parties, then it needs to be stated in the award.  |
| VII.2.g | If your answer to question <u>VII.2.f</u> is yes, is it required for the award to specify if the laws or rules applicable to the arbitration agreement were agreed by the parties?                    | N/A |  |
| VII.2.h | If your answer to question <u>VII.2.f</u> is yes, is it required for the award to specify whether the laws or rules applicable to the arbitration agreement were determined by the arbitral tribunal? | N/A |  |
| VII.2.i | If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the laws applicable to the merits of the dispute?  | Yes | One of the grounds for annulment of the award is embodied under Article 53 (d) of the EAL where the award would be annulled if the arbitral award excluded the application of the law which the parties agreed to govern the merits of the dispute. Therefore, indicating same is necessary. |
| VII.2.j | If your answer to question <u>VII.2.i</u> is yes, is it required for the award to specify if the laws applicable to the merits of the dispute were agreed by the parties?                             | Yes | Same comment as above.   |
| VII.2.k | If your answer to question <u>VII.2.i</u> is yes, is it required for the award to specify if the laws applicable to the merits of the dispute were determined by the arbitral tribunal?               | Yes | Same comment as above (VII.2.i).   |
| VII.2.l | If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the procedural rules governing the arbitration?  | Yes | This is required as a matter of practice, but not expressed under the EAL. This also distinguishes the nature of the arbitration   |

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|         |  |     | (institutional or ad hoc). Also, if this is in dispute between the parties and subject to claims or reliefs, sought by the parties, then it needs to be stated in the award.   |
| VII.2.m | If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the language of the arbitration?  | No  | However, it is common practice to state same.  |
| VII.2.n | If your answer to question <u>VII.2.m</u> is yes, is it required for the award to specify if the language of the arbitration was agreed by the parties?                                      | N/A |  |
| VII.2.o | If your answer to question <u>VII.2.m</u> is yes, is it required for the award to specify if the language of the arbitration was determined by the arbitral tribunal?                        | N/A |  |
| VII.2.p | If your answer to question <u>VII.2.m</u> is yes, when there is more than one language established for the arbitration, is it required for the award to indicate which one is authoritative? | N/A |  |
| VII.2.q | If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the name, nationality and contact details of each of the arbitrators?                                | Yes | Article 43 (3) of the EAL necessitates the inclusion of the arbitrators' names, standing, addresses, and nationalities in the award. However, courts have taken a liberal approach with effect that the award will not be annulled for failure to include said details, as long as this does not render the method of appointment of the tribunal questionable. (Cairo Court of Appeal, 8 <sup>th</sup> Commercial Circuit, Challenge No. 49 of JY 125, hearing session dated 18 May 2009) |
| VII.2.r | If your answer to question <u>VII.2</u> is yes, is it required for the award to contain a description as to how the arbitrators were appointed?  | Yes | One of the grounds for annulment of the award is embodied under Article 53 (e) of the EAL, where the award would be annulled if the arbitral tribunal was constituted in a manner contrary to the parties agreement or the applicable  |

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|         |   |     | law. Therefore, indicating same is necessary.  |
| VII.2.s | If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the case reference stipulated by the arbitral institution, if any?           | No  | However, as a matter of common practice, and for purposes of efficiency and certainty, it is indicated in the award.   |
| VII.2.t | If your answer to question <u>VII.2</u> is yes, is it required for the award to contain a chronology of the events that led to the dispute?                           | No  | There is no requirement, as long as the award contains a summary of the parties' position or submissions and claims or reliefs. However, as a matter of common practice, arbitral awards usually contain a chronology of the events that led to the dispute. |
| VII.2.u | If your answer to question <u>VII.2</u> is yes, is it required for the award to contain the principal chronology of the proceedings?                                  | No  | Same comment as above.   |
| VII.2.v | If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the steps taken by the arbitral tribunal to ascertain the facts of the case? | No  | Unless the applicable procedural rules provide otherwise.  |
| VII.2.w | If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the time limit for rendering the award, if applicable?                       | No  | Unless, the parties agreed otherwise, or the applicable procedural rules provide otherwise.  |
| VII.2.x | If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the type of award?   | No  | There is no legal requirement. However, for the purposes of efficiency and certainty, the award usually indicates the type of award.   |
| VII.2.y | If your answer to question <u>VII.2.x</u> is yes, is it required for the type of award to be indicated on the cover page of the award?                                | N/A |  |
| VII.2.z | If your answer to question <u>VII.2</u> is yes, is it required for the award to indicate the subject matter of the award (i.e. partial award on jurisdiction)?        | No  | There is no legal requirement. However, for the purposes of efficiency and certainty, the award  |

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|              |  |            | usually indicates its subject matter.  |
| VII.2.aa     | If your answer to question <u>VII.2.z</u> is yes, is it required for the subject matter of the award to be indicated on the cover of the award?        | N/A        |  |
| <b>VII.3</b> | <b>If the procedural history is required to be included in the award, are there specific procedural stances that are required to be indicated?</b>     | <b>Yes</b> |  |
| VII.3.a      | If your answer to question <u>VII.3</u> is yes, is it required to include the arbitration agreement?   | Yes        | Article 43 (3) of the EAL.   |
| VII.3.b      | If your answer to question <u>VII.3</u> is yes, is it required to include the date of commencement of the arbitration?                                 | No         | <p>However, it is common practice to do so. This is also subject to the applicable procedural rules.</p> <p>It may also be required to indicate said date in cases where claims are subject to prescription or limitation periods.</p> |
| VII.3.c      | If your answer to question <u>VII.3</u> is yes, is it required to include the constitution of the arbitral tribunal as part of the procedural history? | No         | <p>However, in practice it is included. It is worth noting that the award must include the arbitrators' names, addresses, and nationalities in the award. (Article 43 (3) of the EAL)</p>  |
| VII.3.d      | If your answer to question <u>VII.3</u> is yes, is it required to include the procedural applications made by the parties to the arbitral tribunal?    | No         | <p>However, in practice it is included, to the extent that it is relevant.</p>   |
| VII.3.e      | If your answer to question <u>VII.3</u> is yes, is it required to include the arbitral tribunal's treatment of the applications made by the parties?   | No         | <p>However, in practice it is included, to the extent that it is relevant.</p>   |
| VII.3.f      | If your answer to question <u>VII.3</u> is yes, is it required to include the details concerning the evidence submitted by the parties?                | No         | <p>A detailed account of the evidence is not necessary, since a summary of which would suffice. (Article 43 (3) of the EAL)</p>  |

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| <b>VII.4</b> | <b>If the award follows a prior award, is it required for the newer award to make reference to the prior award?</b>  | No         | However, it is necessary for the Final Award to refer to all awards rendered in the same proceedings.  |
| VII.4.a      | If your answer to question <u>VII.4</u> is yes, is it required to make reference to the procedural history of the prior award?   | N/A        |  |
| VII.4.b      | If your answer to question <u>VII.4</u> is yes, is the prior award considered to be part of the newer award?   | N/A        |  |
| VII.4.c      | If your answer to question <u>VII.4.a</u> is yes, is it sufficient to make reference to the sections of the prior award where the procedural history is described?   | N/A        |  |
| VII.4.d      | If your answer to question <u>VII.4.a</u> is yes, is it required for the newer award to include the prior award as an attachment?  | N/A        |  |
| VII.4.e      | If your answer to question <u>VII.4.d</u> is yes, is it required to attach an original or authenticated version of the prior award?  | N/A        |  |
| <b>VII.5</b> | <b>Is it required for the basis upon which the arbitral tribunal's jurisdiction is grounded to be included in the award?</b>   | <b>Yes</b> |  |
| VII.5.a      | If your answer to question <u>VII.5</u> is yes, if one of the parties objected the jurisdiction of the arbitral tribunal, is it required for such objection to be recorded in the award?   | Yes        | If such objection is made as a request, it must be recorded in the award.  |
| VII.5.b      | If your answer to question <u>VII.5</u> is yes, if one of the parties objected the jurisdiction of the arbitral tribunal, is it required for the reasoning and resolution of the arbitral tribunal regarding such objection to be included in the award? | Yes        | In principle, according to Article 43 (2) of the EAL, arbitral awards must be reasoned. However, the reasoning requirement may be waived by the parties' agreement, or if the applicable procedural law does not require reasoning of the award. |
| <b>VII.6</b> | <b>Is it required for the award to recite the parties' request for relief?</b>   | Yes        | It is common practice to recite the parties relief. However, as a matter of law, a summary thereof suffices. (Article 43 (3) of the EAL)   |



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| VII.6.a | If your answer to question <u>VII.6</u> is yes, if the relief sought has changed during the proceeding, is it required to describe any withdrawal or modification of claims or waivers?                                     | Yes |  |
| VII.7   | <b>Is it required for the award to identify the issues to be decided by the arbitral tribunal?</b>  | No  | There is no legal requirement. It suffices to address the parties' relief and requests.  |
| VII.7.a | If your answer to question <u>VII.7</u> is yes, is it required to identify whether certain issues are contingent on others?   | N/A |  |
| VII.8   | <b>Is it required for the award to contain an account of the relevant facts of the dispute?</b>   | Yes | This is common practice. Also, according to Article 43 (3) of the EAL, the award shall contain a summary of the parties' submissions and relevant documents on record.   |
| VII.8.a | If your answer to question <u>VII.8</u> is yes, is it required for the award to identify whether the facts are agreed or disputed?  | No  | There is no requirement. However, as a matter of common practice, arbitral awards usually identify whether the facts are agreed or disputed.   |
| VII.8.b | If your answer to question <u>VII.8</u> is yes, is it required for the award to include any reasoning and resolution by the arbitral tribunal regarding disputed facts?   | Yes | In principle, according to Article 43 (2) of the EAL, arbitral awards must be reasoned, however, the reasoning requirement may be waived by the parties' agreement, or if the applicable procedural law does not require reasoning of the award. |
| VII.9   | <b>Is it required for the award to include a summary of the parties' positions with respect to the issues that are relevant to the arbitral tribunal's decisions?</b>   | Yes | Article 43 (3) of the EAL.   |
| VII.9.a | If your answer to question <u>VII.9</u> is yes, is there a specific structure that shall be followed (i.e. issue by issue basis where the parties' positions are juxtaposed immediately after each other under each issue)? | No  |  |

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| VII.9.b | If your answer to question <u>VII.9</u> is yes, is it permitted for the arbitral tribunal to paraphrase the arguments submitted by the parties?  | Yes |   |
| VII.9.c | If your answer to question <u>VII.9</u> is yes, is the arbitral tribunal required to include a verbatim transcription of every argument submitted by the parties?  | No  | There is no requirement for the arbitral tribunal to include a verbatim transcription of every argument submitted by the parties. A summary thereof suffices, provided that such summary includes the essential/fundamental claims of significance to the dispute. (Cairo Court of Appeal, 7 <sup>th</sup> Commercial Circuit, Challenge No. 73 of JY 117, hearing session dated 6 February 2001) |
| VII.10  | <b>If the procedural rules are in dispute between the parties, is it required for the award to set out the parties' positions in such regard?</b>  | Yes | A summary thereof suffices. (Article 43 (3) of the EAL)   |
| VII.11  | <b>If the procedural rules are in dispute between the parties, is it required for the award to include the determination and reasoning of the arbitral tribunal in such regard?</b>                                  | Yes | In principle, according to Article 43 (2) of the EAL, arbitral awards must be reasoned, however, the reasoning requirement may be waived by the parties' agreement, or if the applicable procedural law does not require reasoning of the award.  |
| VII.12  | <b>If the substantive laws applicable to merits of the case are in dispute between the parties, is it required for the award to set out the parties' positions in such regard?</b>                                   | Yes | A summary thereof suffices. (Article 43 (3) of the EAL)<br><br>Moreover, it is worth noting that if the arbitral award excluded the application of the law applicable to the merits, this constitutes a ground for annulment of the award. (Article 53 (d) of the EAL)  |
| VII.13  | <b>If the substantive laws applicable to merits of the case are in dispute between the parties, is it required for the award to include the reasoning and determination by the arbitral tribunal in such regard?</b> | Yes | In principle, according to Article 43 (2) of the EAL, arbitral awards must be reasoned, however, the  |

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|                                     |   |                      | reasoning requirement may be waived by the parties' agreement, or if the applicable procedural law does not require reasoning of the award.  |
| VII.14                              | <b>Is there any tax requirement that must be met by the arbitral tribunal when writing the award?</b>   | No                   |  |
| VII.14.a                            | If your answer to question <u>VII.14</u> is yes, please briefly describe (in the comments column) the relevant tax requirement.                   | N/A                  |  |
| VII.15                              | <b>Is there any anti-money laundering requirement that must be met by the arbitral tribunal when writing the award?</b>                           | No                   | Egypt legislated law No. 80 of 2002 on Anti-Money Laundering. Under said Law, there is no clear reference to the arbitrators' obligation to notify the competent authorities of any suspicious conduct in relation to money laundering. However, it remains debatable whether under Article 8 of said Law an arbitrator may be included in the category of "professionals of non-financial activities" who are required to notify competent authorities of any suspicious conduct in relation to money laundering. As defined in Article 1 of said Law, professionals include "lawyers and accountants, whether they practice their profession individually or as partners or professionals in a company, when they perform activities for their clients." |
| VII.15.a                            | If your answer to question <u>VII.15</u> is yes, please briefly describe (in the comments column) the relevant anti-money laundering requirement. | N/A                  |  |
| <b>VIII. Reasoning and findings</b> |   | <b>(Yes/ No /NA)</b> | <b>Additional comments, if any.</b>  |

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| VIII.1   | Is it required for the award to contain the arbitral tribunal's reasoning?   | Yes | In principle, according to Article 43 (2) of the EAL, arbitral awards must be reasoned, however, the reasoning requirement may be waived by the parties' agreement, or if the applicable procedural law does not require reasoning of the award.   |
| VIII.1.a | If your answer to question <u>VIII.1</u> is yes, is a specific extent required for such reasoning?   | Yes |  |
| VIII.1.b | If your answer to question <u>VIII.1.a</u> is yes, please provide a brief description (in the comments column) as to the extent of reasoning that is required. |     | <p>The reasoning of the award must be clear, consistent and rational. It must not be distorted, ambiguous or vague, or of a general nature that can be used for any claim, otherwise this would lead to the annulment of the award, on the basis that it is devoid of reasoning. (Cairo Court of Appeal, Commercial Circuit No. 63, Challenge No. 26 of JY 114, hearing session dated 18 February 1998)</p> <p>Furthermore, there must be a logical connection between the case's factual and legal matrices, evidenced before the tribunal, and the conclusion in the <i>dispositive</i>. Accordingly, the award's reasoning must address essential/fundamental claims advanced by the parties.</p> |
| VIII.1.c | If your answer to question <u>VIII.1</u> is yes, is the arbitral tribunal required to make references to the factual record?                                   | Yes |  |
| VIII.2   | Is the arbitral tribunal required to address each of the parties' main arguments on each issue?  | No  | Whilst the arbitral tribunal is expected to address the parties' main arguments, this does not require addressing each issue, since  |

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|          |   |     | the issue itself may not be significant or relevant to the outcome of the award. To the extent, the issues and arguments are relevant to the decision-making process, the tribunal is expected to address same in its reasoning.   |
| VIII.3   | Is it permitted for the award to be issued without reasons?   | Yes | Only in the event the parties waive the reasoning requirement or if the applicable procedural law does not require reasoning of the award. (Article 43 (2) of the EAL)   |
| VIII.4   | Is the arbitral tribunal permitted to issue an <i>ex aequo et bono</i> award?   | Yes | Article 39 (4) of the EAL. Parties must <i>expressly</i> confer such power upon the tribunal.  |
| VIII.5   | Is the <i>iura novit curia</i> principle applicable in the jurisdiction you are reporting about?                          | Yes |  |
| VIII.5.a | If your answer to question <u>VIII.5</u> is yes, is it customary to apply the principle of <i>iura novit curia</i> ?      | Yes |  |
| VIII.4.b | If your answer to question <u>VIII.5</u> is yes, to what extent is the arbitral tribunal allowed to apply such principle? |     | Arbitral tribunals are allowed to apply said principle to the extent that this does <u>not</u> entail: (a) exclusion or manifest distortion of the <i>lex causae</i> , (b) exceeding the claimed quantum ( <i>ultra petita</i> ), (c) making arguments or claims on behalf of a party (therefore violating the principles of impartiality or independence), (d) considering facts or matters not raised or argued by the parties, (e) engaging in characterizations not addressed by the parties and which will influence the outcome of the award, and/or (f) exceeding its |

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|   |  |                      | mandate under the arbitration agreement.  |
| <b>IX. Operative part (<i>dispositif</i>)</b> |  | <b>(Yes/ No /NA)</b> | <b>Additional comments, if any.</b>   |
| <b>IX.1</b>                                   | <b>Is it required for the award to contain the arbitral tribunal's ultimate findings and decisions?</b>  | <b>Yes</b>           | Article 43 (3) of the EAL.  |
| IX.1.a  | If your answer to question <u>IX.1</u> is yes, is it required for the operative part to be prefaced by specific introductory language (i.e. for the foregoing reasons, the Arbitral Tribunal renders the following decisions)? | No                   |   |
| IX.1.b  | If your answer to question <u>IX.1.a</u> is yes, please briefly specify (in the comments column) the introductory language that is required.   | N/A                  |   |
| <b>IX.2</b>                                   | <b>In the case of final awards, is it required for the award to include a “catch-all” dispositif (i.e. all other claims are dismissed)?</b>  | <b>No</b>            | There is no legal requirement. However, it is commonly included out of abundance of caution.  |
| <b>IX.3</b>                                   | <b>Are arbitrators allowed to include in the award injunctive relief?</b>  | <b>Yes</b>           | If requested by the parties, and considered appropriate by the tribunal to grant same in accordance with the applicable norms.  |
| <b>IX.4</b>                                   | <b>Are arbitrators allowed to include in the award relief ordering specific performance of the relevant contract?</b>  | <b>Yes</b>           | If requested by the parties. Egypt is a civil law country and specific performance is normally the primary remedy under the law.  |
| <b>IX.5</b>                                   | <b>Are arbitrators allowed to include in the award relief ordering rectification, setting aside or cancellation of a deed or of another document?</b>  | <b>Yes</b>           | However, this is subject to the relief sought by the parties and considerations of arbitrability. For example, an arbitral tribunal may not order the revocation of registration of title in notary public records, cancellation of mortgages or other rights in rem. Nevertheless, invalidity of contracts, rescission of same and revocation of <i>in personam</i> rights and obligations |

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|  |   |                      | remain possible remedies that can be ordered by the tribunal subject to the scope of <i>ratione materiae</i> of the arbitration agreement, the parties' relief sought and the applicable substantive norms.    |
| <b>IX.6</b>                                | <b>Is it required for the arbitrators to include in the award a specific “wording /language” and/or any other “formula” for the award to be considered official/valid?</b>  | <b>No</b>            |  |
| IX.6.a                                     | If your answer to question <u>IX.6</u> is yes, please briefly indicate (in the comments column) which wording should be included.   | N/A                  |  |
| <b>X. Dissenting and separate opinions</b> |   | <b>(Yes/ No /NA)</b> | <b>Additional comments, if any.</b>  |
| <b>X.1</b>                                 | <b>Is it allowed for the arbitrators to write a dissenting or separate opinion?</b>   | <b>Yes</b>           |  |
| X.1.a                                      | If your answer to question <u>X.1</u> is yes, is it required for the dissenting or separate opinion to be delivered as an attachment to the award?  | No                   |  |
| X.1.b                                      | If your answer to question <u>X.1.a</u> is no, is it required for the dissenting or separate opinion to be delivered as a separate document from the award?   | No                   | The dissenting or separate opinion can be attached to the award, or be delivered as a separate document from the award. However, in both cases, dissenting or separate opinions do not form part of the award. |
| <b>X.2</b>                                 | <b>Are the arbitrators required to address within their reasoning the dissenting opinion?</b>   | <b>No</b>            |  |
| X.2.a                                      | If your answer to question <u>X.2</u> is no, is it allowed for the arbitrators to address within the award the dissenting opinion as part of their reasoning?   | Yes                  |  |
| <b>X.3</b>                                 | <b>If an arbitrator disagrees with the majority's determination of an issue or issues but does not wish to write a dissenting opinion, is it required for the award to record the issue in question and the dissenting opinion on that issue?</b> | <b>No</b>            | There is no legal obligation to do so. However, it is common practice that in such case the majority would record the issue in   |

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|                                  |   |                      | question and the dissenting opinion on that issue.   |
| X.3.a                            | If your answer to question <u>X.3</u> is yes, is it required to identify which arbitrator disagreed?  | N/A                  |  |
| <b>XI. Reservation of issues</b> |   | <b>(Yes/ No /NA)</b> | <b>Additional comments, if any.</b>  |
| XI.1                             | <b>In case the award is not final, is it allowed for the arbitral tribunal to reserve issues for later determination?</b>                                       | <b>Yes</b>           |  |
| XI.1.a                           | If your answer to question <u>XI.1</u> is yes, is it required for such issues to be clearly designated?   | No                   | No requirement to that effect. However, for purposes of certainty and clarity, these issues are commonly designated.   |
| <b>XII. Style and length</b>     |   | <b>(Yes/ No /NA)</b> | <b>Additional comments, if any.</b>  |
| XII.1                            | <b>It is required for footnotes and citations in the award to be presented in a specific style?</b>   | <b>No</b>            |  |
| XII.1.a                          | If your answer to question <u>XII.1</u> is yes, please provide a brief description (in the comments column) of such style.                                      | N/A                  |  |
| XII.2                            | <b>Is the arbitral tribunal permitted to indicate post-award interests?</b>   | <b>Yes</b>           | Generally, arbitral awards include an award of interest insofar as claimed by the parties, either pre- or post-award interest, such that the arbitral tribunal has the ultimate power to decide on issues of compensation and interest. However, this is subject to any mandatory provisions under the applicable law. |
| XII.2.a                          | If your answer to question <u>XII.2</u> is yes, is the arbitral tribunal required to indicate the pre-award interests separately from the post-award interests? | Yes                  | Subject to any mandatory provisions under the  |



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|                             |   |                              | applicable law and the relief sought by the parties.  |
| <b>XII.3</b>                | <b>Are there any restrictions or requirements as to the length of the award?</b>  | <b>No</b>                    |   |
| XII.3.a                     | If your answer to question <u>XII.3</u> is yes, please provide a brief description of such length.  | N/A                          |   |
| <b>XIII. Award of costs</b> |   | <b>(Yes/<br/>No<br/>/NA)</b> | <b>Additional comments, if any.</b>   |
| <b>XIII.1</b>               | <b>In the allocation of costs, is the arbitral tribunal required to consider the reasonableness of the costs claimed?</b>   | <b>No</b>                    | No specific legal provision, but common practice shows that reasonableness is amongst the criteria considered.                |
| XIII.1.a                    | If your answer to question <u>XIII.1</u> is no, in the allocation of costs, is the arbitral tribunal permitted to consider the reasonableness of the costs claimed? | Yes                          |   |
| <b>XIII.2</b>               | <b>In allocating costs, is the arbitral tribunal required to consider the conduct of the parties?</b>   | <b>No</b>                    | No specific legal provision, but common practice shows that the conduct of the parties could be a factor to consider.         |
| XIII.2.a                    | If your answer to question <u>XIII.2</u> is no, in allocating costs, is the arbitral tribunal allowed to consider the conduct of the parties?                       | Yes                          |   |
| <b>XIII.3</b>               | <b>In allocating costs, is the arbitral tribunal required to consider the nature and complexity of the dispute?</b>   | <b>No</b>                    | No specific legal provision, but common practice shows that the nature and complexity of the dispute are factors to consider. |
| XIII.3.a                    | If your answer to question <u>XIII.3</u> is no, in allocating costs, is the arbitral tribunal allowed to consider the nature and complexity of the dispute?         | Yes                          |   |
| <b>XIII.4</b>               | <b>In allocating costs, is the arbitral tribunal required to consider whether a party has succeeded in whole or in part?</b>  | <b>No</b>                    | No specific legal provision, but common practice shows that this is a strong factor to consider.                              |

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| XIII.4.a | If your answer to question <u>XIII.4</u> is no, in allocating costs, is the arbitral tribunal allowed to consider whether a party has succeeded in whole or in part?  | Yes |  |
| XIII.5   | <b>Regarding the arbitral tribunal's costs &amp; expenses and institutional costs (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an institutional arbitration proceeding?</b>                                       | Yes | To the extent that costs and expenses are claimed by the parties.  |
| XIII.5.a | If your answer to question <u>XIII.5</u> is no, regarding the arbitral tribunal's costs and expenses and institutional costs (if any), is the arbitral tribunal allowed to fully record in the award these costs and expenses in an institutional arbitration proceeding? |     |  |
| XIII.6   | <b>Regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal required to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?</b>  | Yes | To the extent that costs and expenses are claimed by the parties.  |
| XIII.6.a | If your answer to question <u>XIII.6</u> is no, regarding the arbitral tribunal's costs and expenses (if any), is the arbitral tribunal allowed to fully record in the award these costs and expenses in an ad-hoc arbitration proceeding?                                |     |  |
| XIII.7   | <b>Is it required for the award on costs to be reasoned?</b>  | Yes | In principle, according to Article 43 (2) of the EAL, arbitral awards must be reasoned, however, the reasoning requirement may be waived by the parties' agreement, or if the applicable procedural law does not require reasoning of the award. |
| XIII.7.a | If your answer to question <u>XIII.7</u> is no, is it allowed for the award on costs to be reasoned?  | N/A |  |
| XIII.8   | <b>Are the arbitrators required to use certain size/type of paper?</b>  | No  | There is no specific requirement. However, it is common practice to use A4 size of paper.  |
| XIII.8.a | If your answer to question <u>XIII.8</u> is yes, please specify (in the comments column) which size/type of paper is required.  | N/A |  |
| XIII.9   | <b>Is it prohibited for the arbitrators to use different sizes/types of paper to print the award?</b>   | No  |  |

| <b>XIV. Structure of the Award</b> |   | <b>(Yes/<br/>No<br/>/NA)</b> | <b>Additional comments, if any.</b>   |
|------------------------------------|---|------------------------------|---|
| <b>XIV.1</b>                       | <b>Is it required for the award to separate its formal from its substantive aspects?</b>  | <b>No</b>                    | No express formality is required. However, it is common practice to separate them.  |
| XIV.1.a                            | If your answer to question <u>XIV.1</u> is yes, is there a specific order required (i.e. formal issues first)?  | N/A                          |   |
| XIV.1.b                            | If your answer to question <u>XIV.1.a</u> is yes, please briefly indicate (in the comments column) the requested order.   | N/A                          |   |
| <b>XIV.2</b>                       | <b>Is there a requirement to follow a specific structure of the award?</b>  | <b>No</b>                    |   |
| XIV.2.a                            | If your answer to question <u>XIV.2</u> is no, is there a common structure used in the jurisdiction that you are reporting about (i.e. introduction, recitals, reasoning and operative part)? |                              | Whilst there is no specific structure imposed, it is common practice to structure the award as follows: introductory part of the award (parties, counsel, etc.), the arbitration agreement, the applicable laws and language, the facts, the procedural chronology, the parties' submissions and relief sought, the reasoning and analysis of issues and the operative part of the award. |
| XIV.2.b                            | If your answer to question <u>XIV.2.a</u> is yes, please briefly indicate (in the comments column) what structure is required.  | N/A                          |   |
| <b>XIV.3</b>                       | <b>Is it required to address jurisdiction before substance?</b>   | <b>No</b>                    | However, Article 22 (3) of the EAL provides that the arbitral tribunal may decide over jurisdiction prior to the merits or address both together. If addressed together in a final award, it is common practice to first  |

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|   |  |                              | address jurisdiction prior to substance.   |
| XIV.3.a   | If your answer to question <u>XIV.3</u> is no, is it customary to address jurisdiction before substance?   | Yes                          |  |
| <b>XIV.4</b>  | <b>Is it required to discuss the merits of the claim before quantum?</b>   | <b>No</b>                    |  |
| XIV.4.a   | If your answer to question <u>XIV.4</u> is no, is it customary to discuss the merits of the claim before quantum?  | Yes                          |  |
| <b>XIV.5</b>  | <b>When the resolution of specifics issues depend on the resolution of another, is it required to address the latter before any related issues (i.e. scope of an indemnity clause prior to analyze the specific indemnity that is sought)?</b> | <b>No</b>                    |  |
| XIV.5.a   | If your answer to question <u>XIV.5</u> is no, is it customary to address such issue before resolving any related issues?  | Yes                          |  |
| <b>XV. References to exhibits, authorities and witnesses declarations</b> |  | <b>(Yes/<br/>No<br/>/NA)</b> | <b>Additional comments, if any.</b>  |
| <b>XV.1</b>   | <b>Is it required to identify in the award all exhibits submitted during the proceeding?</b>   | <b>No</b>                    | A summary would suffice (Article 43 (3) of the EAL).   |
| XV.1.a  | If your answer to question <u>XV.1</u> is yes, is there a specific format to do so?  | N/A                          |  |
| XV.1.b  | If your answer to question <u>XV.1</u> is no, is it customary to identify in the award all exhibits submitted during the proceeding?   | No                           | It is more likely for the tribunal to identify the relevant exhibits that led to the outcome of the award. |
| XV.1.c  | If your answer to question <u>XV.1</u> is no, is it allowed to identify in the award all exhibits submitted during the proceeding?   | Yes                          |  |
| <b>XV.2</b>   | <b>Is it required to identify in the award all evidence submitted during the proceeding?</b>   | <b>No</b>                    | A summary would suffice (Article 43 (3) of the EAL).   |
| XV.2.a  | If your answer to question <u>XV.2</u> is yes, is there a specific format to do so?  | N/A                          |  |

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| XV.2.b      | If your answer to question <u>XV.2</u> is no, is it customary to identify in the award all evidence submitted during the proceeding?                                      | No         | It is more likely for the tribunal to identify the relevant evidence that led to the outcome of the award.            |
| XV.2.c      | If your answer to question <u>XV.2</u> is no, is it allowed to identify in the award all evidence submitted during the proceeding?  | Yes        |   |
| <b>XV.3</b> | <b>Is it required to identify in the award all authorities cited during the proceeding?</b>   | <b>No</b>  |   |
| XV.3.a      | If your answer to question <u>XV.3</u> is yes, is there a specific format to do so?   | N/A        |   |
| XV.3.b      | If your answer to question <u>XV.3</u> is no, is it customary to identify in the award all authorities cited during the proceeding?                                       | No         | It is more likely for the tribunal to identify the relevant authorities that led to the outcome of the award.         |
| XV.3.c      | If your answer to question <u>XV.3</u> is no, is it allowed to identify in the award all authorities cited during the proceeding?   | Yes        |   |
| <b>XV.4</b> | <b>Is it required for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)?</b>   | <b>No</b>  |   |
| XV.4.a      | If your answer to question <u>XV.4</u> is no, is it customary for references to the parties' submissions to contain pinpoint citations (i.e. specific paragraph numbers)? | Yes        |   |
| <b>XV.5</b> | <b>Is it required to make direct quotations of a witness' declaration on a particular issue?</b>  | <b>No</b>  |   |
| XV.5.a      | If your answer to question <u>XV.5</u> is no, is it allowed to summarize the essence of a witness' declaration on a particular issue?                                     | Yes        |   |
| XV.5.b      | If your answer to question <u>XV.5.a</u> is yes, is it a custom to summarize the essence of a witness' declaration on a particular issue?                                 | Yes        | Also, the award may contain direct quotations of a witness' declaration if it is necessary for the award's reasoning. |
| <b>XV.6</b> | <b>Is it permitted to cite in the award judicial precedents that were not cited by the parties?</b>   | <b>Yes</b> | The tribunal is entitled to so proceed, but should be careful in doing so   |

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|   |   |                    | depending on the purpose of citing the specific legal authority or judgment not invoked by either party.   |
| XV.6.a                                  | If your answer to question <u>XV.6</u> is yes, is it customary to cite in the award such judicial precedents?                         | No                 | Please note that Egypt, as a civil law country, does not have a system of precedents. Judgments have persuasive value and are not legal precedents.                                |
| XV.7                                    | <b>Is it permitted to cite in the award judicial precedents that were cited by the parties?</b>                                       | Yes                | However, please note that Egypt, as a civil law country, does not have a system of precedents. Judgments have persuasive value and are not legal precedents.                       |
| XV.7.a                                  | If your answer to question <u>XV.7</u> is yes, is it customary to cite in the award judicial precedents?                              | Yes                | Please note that Egypt, as a civil law country, does not have a system of precedents. Judgments have persuasive value and are not legal precedents.                                |
| XV.8                                    | <b>Is it permitted to cite in the award legal authors and doctrine?</b>   | Yes                |  |
| XV.8.a                                  | If your answer to question <u>XV.8</u> is yes, is it customary to cite in the award such legal authors and doctrine?                  | Yes                |  |
| XV.8.b                                  | If your answer to question <u>XV.8</u> is yes, is it permitted to cite legal authors and doctrine that were not cited by the parties? | Yes                | The tribunal is entitled to so proceed, but should be careful in doing so depending on the purpose of citing the specific legal authority or doctrine not invoked by either party. |
| <b>XVI. Use of annexes and diagrams</b> |   | <b>(Yes/No/NA)</b> | <b>Additional comments, if any.</b>  |
| XVI.1                                   | <b>Are annexes to the award permitted?</b>  | Yes                |  |

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| XVI.1.a                  | If you answer to question <u>XVI.1</u> is yes, is it customary?   | No                           |   |
| XVI.2                    | <b>Is it permitted for the award (interim, partial and/or final) to include tools used by the arbitral tribunal during the deliberation process (tables, diagrams, flow charts, etc)?</b> | Yes                          |   |
| XVI.2.a                  | If your answer to question <u>XVI.2</u> is yes, is it customary to use such tools in the award?   | No                           |   |
| XIV.2.b                  | If your answer to question <u>XVI.2</u> is yes, is it permitted for such tools to be produced by the arbitral tribunal, in other words, to use items that are not on the record?          | Yes                          | However, the tribunal should be very cautious to avoid challenges to its award. |
| <b>XVII. Miscellanea</b> |   | <b>(Yes/<br/>No<br/>/NA)</b> | <b>Additional comments, if any.</b>   |
| XVII.1                   | <b>Are there any other local requirements for the validity on an award?</b>   | No                           |   |
| XVII.1.a                 | If you answer to question <u>XVII.1</u> is yes, please briefly indicate (in the comments column) which requirements are needed  | N/A                          |   |