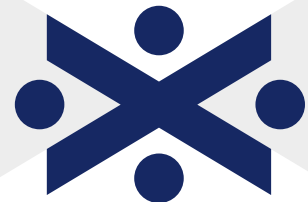


# Digital Identification Service

Reference Document



**BANK OF  
SCOTLAND**

# This booklet contains:

- A. Identity Certificate Policy
- B. Utility Certificate Policy
- C. Dispute Resolution Procedure

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## Version History

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Version	Date	
0.1	07/12/2012	Initial draft version
0.2	17/12/2012	Subsequent comment from Elaine Ballantyne
0.3	23/01/2013	Additional review and formatting
2.0	23/01/2013	Sign off from PAA
3.0	01/02/2013	Sign off from PAA
4.0	26/11/2013	Change from LTSB to Lloyds – Sign off from PAA
5.0	30/10/2017	Additional review and formatting SHA

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# A. Identity Certificate Policy

## 1. Introduction

### 1.1 Background

This document contains one of the policies required in support of the IdenTrust System and states the Bank Certificate Policy for the Bank Identity Certificate.

In this Identity Certificate Policy "Bank" means Bank of Scotland plc, a company registered in Scotland with registered No. SC327000 and having its Registered Office at The Mound, Edinburgh EH1 1YZ.

"**Bank Group**" means: (a) the Bank; (b) any direct or indirect Subsidiary of the Bank; (c) any direct or indirect holding company of the Bank from time to time; and (d) any direct or indirect Subsidiary of any such holding company from time to time (the term "holding company" being defined in accordance with Section 1159 of the Companies Act 2006).

Where this Identity Certificate Policy places an obligation on the Bank, the Bank will carry out the obligation, or may procure that the obligation is carried out on its behalf.

### 1.2 Scope

This Certificate Policy (CP) is applicable to the IdenTrust Validation Service ("Digital Identification Service"), which uses Digital Certificates for providing organisation authentication and non-repudiation.

For Subscribing Customer Identity Certificates, Certificate issuance is restricted to named employees and agents of customers of group companies of the Bank, and to authorised agents of group companies of the Bank.

For Relying Customer Identity Certificates, Certificate issuance is restricted to named business applications/ servers belonging to customers of group companies of the Bank and to business application/servers belonging to group companies of the Bank.

Certificates are only issued to customers who have signed and agreed to the PKI Customer Agreement and this Certificate Policy, or to member companies of the Bank and their agents who meet the Bank's criteria for Certificate issuance which have been audited as being in compliance with IdenTrust Scheme requirements.

Certificate Reliance is restricted to customers of IdenTrust Participants who have signed and agreed to the relevant service terms and conditions and, where appropriate, this Certificate Policy. The Bank is an IdenTrust Participant and acts in that capacity by virtue of it being:

- i. the signatory to an IdenTrust Level One Participant Agreement; and
- ii. the sub CA entity listed on the relevant IdenTrust PKI Certificate.

#### 1.2.1 Objectives and Audience

This document is to be used by the Bank as its IdenTrust Identity Certificate Policy.

### 1.3 Purpose of the Document

The objective of this document is to document unambiguously the Identity Certificate Policy.

### 1.4 Structure of the Document

The document is structured as follows:

Chapter 1: Introduction, this chapter

Chapter 2: Policy Identification

Chapter 3: Policy Outline

Chapter 4: Certificate Policy Provisions

Chapter 5: Policy Specification and Change Approval Procedures

Appendix A Identity Certificate Profile

### 1.5 Amendment Policy and Version Control

Amendment to this document is controlled by the Bank's PKI Policy Approval Authority.

### 1.6 References

Required Terms for Customer Agreements (Relying Customer)  
The Bank's Public Key Infrastructure and Certificate Profiles.

## 2. Policy Identification

Policy Name	IdenTrust Identity Certificate Policy [IP-ICP]
Policy Qualifier	This Certificate may be relied upon only by either: (1) a Relying Customer of an IdenTrust Participant, or (2) a party bound to the alternative policy regime specified elsewhere in this Certificate.
Policy Status	Definitive
Policy Ref/OID	1.2.840.114021.1.4.2
Date of Expiry	N/A
Related CPS	Bank CPS

## 3. Policy Outline

This Certificate Policy (CP) is applicable to the IdenTrust Validation Service ("Digital Identification Service"), which uses Digital Certificates for providing organisation authentication and non-repudiation. Certificate issuance is restricted to named employees and agents, or applications of customers of group companies of the Bank that have signed and agreed to the relevant service terms and conditions and this CP.

Certificates are only issued to customers that have signed and agreed to the PKI Customer Agreement and this Certificate Policy, or to group companies of the Bank and their agents who meet the Bank's criteria for Certificate issuance, which have been audited as being in compliance with IdenTrust Scheme requirements.

Certificate users have been registered using a robust registration process compliant with IdenTrust requirements, thus ensuring a high level of confidence for the binding between a personal identity and a Public Key. Thus a Certificate issued under this CP provides the highest level of assurance for correct authentication of the Subscriber's organisation.

The related Certificate Authority Certification Practice Statement provides details of the measures taken to ensure the high trust policies described in this document have been implemented correctly.

**ONLY CONTRACTED PARTIES WITHIN THE IDENTRUST SCHEME MAY USE AND RELY UPON AN IDENTRUST IDENTITY CERTIFICATE.**

## 4. Certificate Policy Provisions

### 4.1 Community and Applicability

Bank IdenTrust Identity Certificates are only to be used by contracted parties of IdenTrust or IdenTrust Participants. Use of Bank IdenTrust Identity Certificates outside this community is not permitted or supported.

Bank IdenTrust Identity Certificates are only to be used for the purpose of providing the following IdenTrust services:

- ▶ user authenticity
- ▶ digital signing
- ▶ non-repudiation.

Identity Certificates restrict services to those described above by defining Key Usage fields within the Certificate (see Certificate Profile).

## 4.2 Obligations

### 4.2.1 The Bank is responsible for:

- ▶ issuing Certificates that are factually correct from the information presented to them by the Customer and that are free from data entry errors;
- ▶ where appropriate the Revocation and Suspension and unsuspension of Identity Certificates.

### 4.2.2 The Subscribing Customer:

- ▶ is obliged to protect its Private Key(s) at all times, against loss, disclosure to any other party, modification and unauthorised use, in accordance with relevant contractual agreements between itself and the Bank and this CP;
- ▶ is obliged to ensure that the Private Identity Key Certified by a Certificate issued to a named employee or agent is used solely by that employee or agent and solely for the duration of their employment and the lifetime of the supporting contractual agreement between their employer and the Bank;
- ▶ is personally and solely responsible for the confidentiality and integrity of its Private Key(s);
- ▶ is obligated to never store the PIN (Personal Identity Number) or pass phrase, used to protect unauthorised use of a Private Key, in the same location as the Private Key itself or next to its storage media, or otherwise in an unprotected manner without sufficient protection;
- ▶ must only use an Identity Certificate that has not Expired, or been Revoked or been Suspended;
- ▶ is responsible for the accuracy of the data it transmits as part of a Certificate request;
- ▶ is required to inform the Bank if compromise, or suspected compromise, of its Private Key(s) occurs, in accordance with the terms and conditions of its Customer Agreement;
- ▶ is to immediately inform the Bank if there is any change in its information included in its Certificate(s) or provided during the registration process;
- ▶ is responsible to check the correctness of the content of its published Certificate within seven (7) days from its issuance, and inform the Bank immediately of any inaccuracies;
- ▶ shall observe the terms of its agreement with the Bank.

### 4.2.3 The Relying Customer:

- ▶ is to exercise due diligence and reasonable judgement before deciding to rely on a Certificate based service, including performing Certificate status checking through its Participant;
- ▶ may only rely upon a signature or Certificate of IdenTrust, a Participant or a Subscribing Customer, if it is a signatory to a Customer Agreement with an IdenTrust Participant, and only upon the terms contained in that Customer Agreement;
- ▶ may obtain the Bank's Certificate Authority signing Certificate status from IdenTrust;
- ▶ is to ensure that it complies with any local laws and regulations, which may impact its right to use certain cryptographic instruments;
- ▶ must only rely on an Identity Certificate that has not Expired, or been Revoked or been Suspended.

## 4.3 Interpretation and Enforcement

The enforceability, construction, interpretation, and validity of this CP shall be governed by and construed in accordance with the prevailing law of the Customer Agreement.

In the event that there is a conflict between documents provided by the Bank, the order of controlling priority in descending order shall be:

1. The Customer Agreement for the Digital Identification Service;
2. This Policy.

## 4.4 Publication and Repository

Not applicable.

## 4.5 Confidentiality

All customer information obtained during the registration phase and throughout the term of the Agreement is kept confidential in line with current UK Data Protection Legislation.

## 4.6 Identification and Authentication

### 4.6.1 Initial Registration

The registration process for provision of an Identity Certificate meets the minimum registration criteria specified by IdenTrust. The Bank Group customers receive relevant details of the registration process.

## 4.7 Operational Requirements

### 4.7.1 Certificate Application, Issuance and Acceptance

Customers shall apply to the Bank for Identity Certificates. After initial registration and Certification of the Identity Public Key, Customers shall be issued with their Key Pairs and related Certificates on a hardware device.

By initialising the Smart Card by changing your PIN on first use, then this shall constitute an acceptance of the Key Pairs and Certificates contained within the Smart Card.

### 4.7.2 Certificate Suspension and Revocation/Identity

Certificates may be Suspended or Revoked. A Revoked/Suspended Certificate may not be used. Identity Certificates may only be Suspended and subsequently unsuspended twice, a third Suspension shall automatically cause the Certificate to be Revoked.

The Bank reserves the right to Revoke or Suspend any Certificate that it has issued, for any reason.

The Bank will always Revoke or Suspend a Certificate if:

- ▶ requested to do so by the subject of the Certificate (the Authorised User) or by an authorised agent of the organisation named in the Subject Identifier of the Certificate;
- ▶ the Certificate's Private Key has been, or is suspected of being, compromised;
- ▶ the individual to whom the Certificate has been issued is no longer an employee or agent of the customer;
- ▶ the Certificate's key has been rendered unusable by failure of the device in which it is stored.

### 4.7.3 Certificate Expiry

Bank Identity Certificates will expire within three (3) years of the date of issue.

### 4.7.4 Certificate Renewal

The Bank shall notify the Identity Certificate holder of the imminent expiry of their Certificate at least 8 weeks prior to the expiry date.

The Bank shall issue a new Identity Certificate to the Customer upon their request provided they continue to meet the criteria set out in their Customer Agreement with the Bank and within this Certificate Policy.

## 4.8 Technical Security Controls

### 4.8.1 Key Pair Generation and Installation

All Key Pairs used in relation with the Identity Certificate are generated in Hardware Security Module meeting FIPS140-2 Level 2. Keys are securely distributed in Hardware Security Modules or Smart Cards.

The Bank is responsible for securely generating and installing in hardware the Key Pair related to an Identity Certificate if the Key Pair is distributed by Smart Card. Bank Group customers may generate and store their own Identity Keys in a Hardware Security Module meeting FIPS140-2 Level 2 provided they do so in accordance with minimum standards for Key Generation which are specified in the PKI Customer Agreement and which meet the standards specified by IdenTrust for Key generation and management. Bank Group customers who generate their own Identity Keys are solely responsible for the accuracy of the data they pass to the Bank in their Certificate Request.

#### 4.8.2 Private Key Protection

Private Keys are protected in hardware meeting FIPS140-2 Level 2. The Identity Private Key is encrypted by a user-known pass phrase (PIN), which is required before every use of the key if the key is held on a Smart Card. Keys stored on an HSM require a pass phrase for first activation.

#### 4.8.3 Private Key Escrow, Backup and Archiving

Private Identity Keys are not escrowed, backed up or archived.

#### 4.8.4 Activation Data

Activation data is to be kept secure and is distributed separately from the token holding the Customer's Private Key(s).

## 5. Policy Specification and Change Approval

The Bank's Policy Approval Authority (PAA) is responsible for the specification, approval and administration of this Certificate Policy.

### 5.1 Items that can change without notification

The Bank may make typographical and editorial corrections to this Policy without notification.

### 5.2 Items that may change with notification

The Bank may change any item in this Policy on ninety (90) days' notice to customers who have signed a PKI Customer Agreement with the Bank.

### 5.3 Items whose change requires a new Policy

If, in the determination of the PAA, a change to this Policy is deemed to have a material impact on users of this Policy, the PAA may, at its sole discretion, assign a new Object Identifier (OID) to the modified Policy.

# Appendix A

## Identity Certificate Profile

### X.509v3

Version	v3
Serial Number	Allocated automatically by the Issuing Lloyds Banking Group CA
Signature Algorithm	SHA-2 with RSA Signature

### Issuer Distinguished Name

Organisation (O)	Lloyds Banking Group
Organisational Unit (OU)	Lloyds Banking Group IdenTrust Authority Infrastructure
Common Name (CN)	Lloyds Banking Group IdenTrust CA II
Validity	3years
Not Before	e.g. 01 Jan 2014 00:00:01
Not After	e.g. 31 Dec 2016 23:59:59

### Subject

Country (C)	GB
Organisation (O)	Company Name of User
Organisational Unit (OU)	Company Name of User or Department
Common Name (CN)	First Name Second Name of User
Subject Public Key Info	Minimum 2048-bit public encoded in accordance with RFC3280 and PKCS#1
Public Key Algorithm	RsaEncryption
RSA Public Key	Minimum 2048 bit
Modulus	Minimum 2048 bit

### X.509v3 Extensions

Authority Key Identifier	Not critical
Key Identifier (Hash)	The subject Key Identifier of the Issuer of this Certificate
Subject Key Identifier	The Key Identifier is composed of the 256 Bit SHA-2 hash of the value of the BIT STRING. Subject Public Key (excluding the tag, length, and number of unused bits).
Key Usage	Critical
Digital Signature	1
Non Repudiation	1
Key Encipherment	0
Data Encipherment	0
Key Agreement	0
Key Certificate Signature	0
CRL Signature	0
Extended Key Usage	Not present
Certificate Policies	Not critical
Policy Identifier (OID)	1.2.840.114021.1.4.2
Policy Qualifier ID	1.3.6.1.5.5.7.2.2
Policy Qualifier User Notice explicit Text:	"This Certificate may be relied upon only by either: (1) a Relying Customer of an IdenTrust Participant, or (2) a party bound to the alternative policy regime specified elsewhere in this Certificate."
Bank Policy Identifier	1.2.826.0.2.90312.10.1.2.1.1.4.0
Policy Qualifier ID	1.3.6.1.5.5.7.2.2
Policy Qualifier User Notice explicit Text:	"This Certificate is for the sole use of Lloyds Banking Group, their customers, and other contracted parties of associated supported Schemes. Lloyds Banking Group accepts no liability for any claim except as expressly provided in its Business Customer Agreement Terms and Conditions."
Subject Alternate Names	Not critical, optional
rfc822Name	"user@XYZCorp.com"
Basic Constraints	Not present
Subject Type	Not present
Path Length Constraint	Not present
Authority Information Access	Not critical, Mandatory
OCSP Access Method	On-Line Certificate Status Protocol (1.3.6.1.5.5.7.48.1)
OCSP Alternative Name	URL=https://lbgii.ocsptn.identrust.com
CRLDistributionPoint	Not present

1 = selected 0 = not selected



# B. Utility Certificate Policy

## 1. Introduction

### 1.1 Background

This document contains one of the Certificate Policies required in support of the IdenTrust System and states the Bank Certificate Policy for the Utility Certificate.

In this Utility Certificate Policy, the "Bank" means Lloyds Bank plc, a company registered in England and Wales with registered No. 02065 and having its Registered Office at 25 Gresham Street, London EC2V 7HN. "Bank Group" means: (a) the Bank; (b) any direct or indirect Subsidiary of the Bank; (c) any direct or indirect holding company of the Bank from time to time; and (d) any direct or indirect Subsidiary of any such holding company from time to time (the term "holding company" being defined in accordance with Section 1159 of the Companies Act 2006);

Where this Utility Certificate Policy places an obligation on the Bank, the Bank will carry out the obligation, or may procure that the obligation is carried out on its behalf.

### 1.2 Scope

This Certificate Policy (CP) is applicable to the IdenTrust Validation Service ("Digital Identification Service") which uses Utility Certificates for principally providing confidentiality and integrity services for group companies of the Bank and their customers. For Subscribing Customer Utility Certificates, Certificate issuance is restricted to named employees and agents of customers of group companies of the Bank and authorised agents of group companies of the Bank.

For Relying Customer Utility Certificates, Certificate issuance is restricted to named business applications/ servers belonging to customers of group companies of the Bank and to business application/servers belonging to group companies of the Bank.

Certificates are only issued to customers who have signed and agreed to the PKI Customer Agreement and this CP, or to member companies of the Bank and their agents who meet the Bank's criteria for Certificate issuance which have been audited as being in compliance with IdenTrust Scheme requirements. Certificate Reliance is restricted to customers of IdenTrust Participants who have signed and agreed to the relevant service terms and conditions and, where appropriate, this Certificate.

The Bank is an IdenTrust Participant and acts in that capacity by virtue of it being:

- i. the signatory to an IdenTrust Level One Participant Agreement; and
- ii. the sub CA entity listed on the relevant IdenTrust PKI Certificate.

### 1.3 Objectives and Audience

This document is to be used by the Bank as its IdenTrust Utility Certificate Policy.

### 1.4 Purpose of the Document

The objective of this document is to document unambiguously the Utility Certificate Policy.

### 1.5 Structure of the Document

The document is structured as follows:

Chapter 1: Introduction, this chapter

Chapter 2: Policy Identification

Chapter 3: Policy Outline

Chapter 4: Certificate Policy Provisions

Chapter 5: Policy Specification and Change Approval Procedures

Appendix A Utility Certificate Profile.

### 1.6 Amendment Policy and Version Control

Amendment to this document is controlled by the PKI Policy Approval Authority.

## 2. Policy Identification

Policy Name	IdenTrust Utility Certificate Policy [IP-UCP]
Policy Qualifier	This Certificate may be relied upon only by either: (1) a Relying Customer of an IdenTrust Participant, or (2) a party bound to the alternative policy regime specified elsewhere in this Certificate.
Policy Status	Definitive
Policy Ref/OID	1.2.840.114021.1.5.2
Date of Expiry	N/A
Related CPS	Bank CPS

## 3. Policy Outline

This Certificate Policy (CP) is applicable to the IdenTrust Validation Service ("Digital Identification Service"), which uses Utility Certificates principally for providing confidentiality and integrity services for group companies of the Bank and their customers. Certificate issuance is restricted to named employees and agents, or applications of customers of group companies of the Bank who have signed and agreed to the relevant service terms and conditions and this CP.

For Subscribing Customer Utility Certificates, Certificate issuance is restricted to named employees and agents of customers of group companies of the Bank and authorised agents of group companies of the Bank. For Relying Customer Utility Certificates, Certificate issuance is restricted to named business applications/ servers belonging to customers of group companies of the Bank and to business application/servers belonging to group companies of the Bank.

Certificates are only issued to customers who have signed and agreed to the PKI Customer Agreement and this CP, or to group companies of the Bank and their agents who meet the criteria for Certificate issuance, which have been audited as being in compliance with IdenTrust Scheme requirements.

Utility Certificates can only be issued to customers in conjunction with an Identity Certificate. The related Certificate Authority Certification Practice Statement provides details of the measures taken to ensure the policies described in this document have been implemented correctly.

## 4. Certificate Policy Provisions

### 4.1 Community and Applicability

The Utility Certificate is only to be used by contracted parties of IdenTrust or IdenTrust Participants. Within the IdenTrust System, a Utility Certificate is permitted to provide the following services:

- ▶ Data Confidentiality and Integrity
- ▶ Secure Key distribution
- ▶ Key Agreement
- ▶ Digital Signatures
- ▶ Client Authentication.

Use of the Utility Certificate for Digital Signature verification must be limited to ensure no assurance is derived from its use, unless otherwise specified by the Bank.

Utility Certificates restrict services to those described above by defining Key Usage fields within the Certificate (see Certificate Profile).

### 4.2 Obligations

#### 4.2.1 The Bank is responsible for:

- ▶ issuing Certificates that are factually correct from the information presented to them by the Customer and that are free from data entry errors;
- ▶ where appropriate the Revocation and Suspension and unsuspension of Utility Certificates.

#### 4.2.2 The Subscribing Customer:

- ▶ is obliged to protect its Private Key(s) at all times, against loss, disclosure to any other party, modification and unauthorised use, in accordance with relevant contractual agreements between itself and the Bank and this CP;
- ▶ is obliged to ensure that the Private Utility Key Certified by a Certificate issued to a named employee or agent is used solely by that employee or agent and solely for the duration of their employment and the lifetime of the supporting contractual agreement between their employer and the Bank;
- ▶ is personally and solely responsible for the confidentiality and integrity of its Private Key(s);
- ▶ is responsible for the accuracy of the data it transmits as part of a Certificate request;
- ▶ is required to inform the Bank if compromise, or suspected compromise, of its Private Key(s) occurs, in accordance with the terms and conditions of its Customer Agreement;
- ▶ is to immediately inform the Bank if there is any change in its information that is included in its Certificate or provided during the registration process;
- ▶ is responsible to check the correctness of the content of its published Certificate within seven (7) days from its issuance, and inform the Bank immediately of any inaccuracies;
- ▶ shall observe the terms of its Agreement with the Bank.

#### 4.2.3 The Relying Customer:

- ▶ is to acknowledge that the assurance provided by a Utility Certificate is not guaranteed in any form by IdenTrust or the Bank;
- ▶ is to understand that the Bank may, through contractual agreement with Relying Customers, provide some assurance guarantees on a Utility Certificate, which where provided, may oblige Relying Customers to check Utility Certificate Status prior to use;
- ▶ must only use a Utility Certificate that has not Expired, or been Revoked or been Suspended;
- ▶ may obtain the Bank's Certificate Authority Signing Certificate status from IdenTrust;
- ▶ is to ensure that it complies with any local laws and regulations, which may impact its right to use certain cryptographic instruments.

### 4.3 Interpretation and Enforcement

The enforceability, construction, interpretation, and validity of this CP shall be governed by and construed in accordance with the prevailing law of the Customer Agreement.

In the event that there is a conflict between documents provided by the Bank, the order of controlling priority in descending order shall be:

1. The Customer Agreement for the Digital Identification Service;
2. This Policy.

### 4.4 Publication and Repository

Not applicable.

### 4.5 Confidentiality

All customer information obtained during the registration phase and throughout the term of the agreement is kept confidential in line with current UK Data Protection Legislation.

### 4.6 Identification and Authentication

#### 4.6.1 Initial Registration

The registration process for provision of a Utility Certificate meets the minimum registration criteria specified by IdenTrust. The Bank Group customers receive relevant details of the registration process.

### 4.7 Operational Requirements

#### 4.7.1 Certificate Application, Issuance and Acceptance

Customers shall apply to the Bank for Identity Certificates. After initial registration and Certification of the Utility Public Key, Customers shall be issued with their Key Pairs and related Certificates on a hardware device.

By initialising the Smart Card by changing your PIN on first use, then this shall constitute an acceptance of the Key Pairs and Certificates contained within the Smart Card.

#### 4.7.2 Certificate Suspension and Revocation

Utility Certificates may be Suspended or Revoked. A Revoked/Suspended Certificate may not be used. Utility Certificates may only be Suspended and subsequently Unsuspended twice, a third Suspension shall automatically cause the Certificate to be Revoked.

The Bank reserves the right to Revoke or Suspend any Certificate that it has issued, for any reason.

The Bank will always Revoke or Suspend a Certificate if:

- ▶ requested to do so by the subject of the Certificate (the Authorised User) or by an authorised agent of the organisation named in the Subject Identifier of the Certificate;
- ▶ the Certificate's Private Key has been, or is suspected of being, compromised;
- ▶ the individual to whom the Certificate has been issued is no longer an employee or agent of the customer;
- ▶ the Certificate's key has been rendered unusable by failure of the device in which it is stored.

#### 4.7.3 Certificate Expiry

The Bank Utility Certificates will expire within 3 years of the date of issue.

#### 4.7.4 Certificate Renewal

The Bank shall notify the Identity Certificate holder of the imminent expiry of their Certificate at least 8 weeks prior to the expiry date. The Bank shall issue a new Identity Certificate to the Customer upon their request provided they continue to meet the criteria set out in their Customer Agreement with the Bank and within this Certificate Policy.

### 4.8 Technical Security Controls

#### 4.8.1 Key Pair Generation and Installation

All Key Pairs generated by the Bank used in relation with the Utility Certificate are generated in hardware meeting FIPS140-2 Level 2. Keys are securely distributed in Hardware Security Modules or Smart Cards.

The Bank is responsible for securely generating and installing in hardware the Key Pair related to a Utility Certificate if the Key Pair is distributed by Smart Card. The Bank Group customers may generate and store their own Utility Keys in a Hardware Security Module meeting FIPS140-2 Level 2 provided they do so in accordance with minimum standards for Key Generation which are specified in the Customer Agreement and which meet the standards specified by IdenTrust for Key generation and management. The Bank Group customers who generate their own Utility Keys are solely responsible for the accuracy of the data they pass to the Bank in their Certificate Request.

#### 4.8.2 Private Key Protection

Private Keys are protected in hardware meeting FIPS140-2 Level 2 or ITSEC E4 High.

#### 4.8.3 Private Key Escrow, Backup and Archiving

Private Utility Keys are not escrowed, backed up or archived.

#### 4.8.4 Activation Data

Activation data (the PIN) is to be kept secure and will be distributed separately from the token holding the Customer's Private Key(s).

## 5. Policy Specification and Change Approval

The Bank's Policy Approval Authority (PAA) is responsible for the specification, approval and administration of this Certificate Policy.

### 5.1 Items that can change without notification

The Bank may make typographical and editorial corrections to this Policy without notification.

### 5.2 Items that may change with notification

The Bank may change any item in this Policy on ninety (90) days' notice to customers who have signed a PKI Customer Agreement with the Bank.

### 5.3 Items whose change requires a new Policy

If, in the determination of the PAA, a change to this Policy is deemed to have a material impact on users of this Policy, the PAA may, at its sole discretion, assign a new Object Identifier (OID) to the modified Policy.

# Appendix A

## Utility Certificate Profile

X.509v3	
<b>Version</b>	v3
<b>Serial Number</b>	Allocated automatically by the Issuing Lloyds Banking Group CA
<b>Signature Algorithm</b>	SHA-2 with RSA Signature
Issuer Distinguished Name	
Organisation (O)	Lloyds Banking Group
Organisational Unit (OU)	Lloyds Banking Group IdenTrust Authority Infrastructure
Common Name (CN)	Lloyds Banking Group IdenTrust CA II
Validity	
<b>Validity</b>	<b>3 years</b>
Not Before	e.g. 01 Jan 2014 00:00:01
Not After	e.g. 31 Dec 2016 23:59:59
Subject	
Country (C)	GB
Organisation (O)	Company Name of User
Organisational Unit (OU)	Company Name of User or Department
Common Name (CN)	First Name Second Name of User - utility
Subject Public Key Info	
<b>Subject Public Key Info</b>	<b>minimum 2048-bit public encoded in accordance with RFC3280 and PKCS#1</b>
<b>Public Key Algorithm</b>	rsaEncryption
RSA Public Key	minimum 2048 bit
Modulus	minimum 2048 bit
X.509v3 Extensions	
<b>Authority Key Identifier</b>	Not critical
Key Identifier (Hash)	The subject Key Identifier of the Issuer of this Certificate
Subject Key Identifier	The Key Identifier is composed of the 256 Bit SHA-2 hash of the value of the BIT STRING subjectPublicKey (excluding the tag, length, and number of unused bits).
Key Usage	
<b>Key Usage</b>	<b>critical</b>
Digital Signature	1
Non Repudiation	0
Key Encipherment	1
Data Encipherment	1
Key Agreement	1
Key Certificate Signature	0
CRL Signature	0

Extended Key Usage	
<b>Extended Key Usage</b>	<b>critical</b>
Server Authentication	0
Client Authentication	1.3.6.1.5.5.7.3.2.1
Code Signing	0
Email Protection	1
IPSEC End System	0
IPSEC Tunnel	0
IPSEC User	optional
Time Stamping	0
OCSP Server	0
Cert Trust List Signing	0
MS Server Gated Crypto	0
NS Server Gated Crypto	0
Certificate Policies	
<b>Certificate Policies</b>	<b>Not critical, Mandatory</b>
Policy Identifier (OID)	1.2.840.114021.1.5.2
Policy Qualifier ID	1.3.6.1.5.5.7.2.2
Policy Qualifier User Notice explicit Text:	"This Certificate may be relied upon only by either: (1) a Relying Customer of an IdenTrust Participant, or (2) a party bound to the alternative policy regime specified elsewhere in this Certificate."
Bank Policy Identifier	1.2.826.0.2.90312.10.1.2.1.1.4.0
Policy Qualifier ID	1.3.6.1.5.5.7.2.2
Policy Qualifier User Notice explicit Text:	"This Certificate is for the sole use of Lloyds Banking Group, their customers, and other contracted parties of associated supported Schemes. Lloyds Banking Group accepts no liability for any claim except as expressly provided in its Business Customer Agreement Terms and Conditions."
Subject Alternate Names	Not critical, Mandatory
rfc822Name	"user@XYZCorp.com"
Basic Constraints	Not present
Subject Type	Not present
Path Length Constraint	Not present
Authority Information Access	Not Critical, Mandatory
OCSP Access Method	On-Line Certificate Status Protocol (1.3.6.1.5.5.7.48.1)
OCSP Alternative Name	URL=https://lbgii.ocspn.identrust.com
CRLDistributionPoint	Not present

1 = selected 0 = not selected

# C. Dispute Resolution Procedure

## 1. Definitions

In these Procedures:

- 1.1.1 “**Administrator**” means the London Court of International Arbitration (“**LCIA**”).
- 1.1.2 “**Arbitration**” is the submission of a dispute to an impartial tribunal for final and binding determination.
- 1.1.3 “**Arbitrator**” or “**Arbitral Tribunal**” means the person or persons appointed as arbitrator under the Arbitration Rules.
- 1.1.4 “**Arbitrators Panel**” means the list of persons maintained by the LCIA for the purpose of facilitating the appointment of suitably qualified arbitrators under the arbitration rules (“**Arbitration Rules**”) listed herein.
- 1.1.5 “**Claimant**” refers to one or more Parties who initiate proceedings under these Procedures.
- 1.1.6 “**Customer**” means the company, individual or other entity that enters into a Customer Agreement with a Participant.
- 1.1.7 “**Customer Participant**” relationship: any reference to a Participant’s Customer or to a Customer’s Participant refers to a relationship between a Customer and a Participant who are directly linked to each other by a Customer Agreement.
- 1.1.8 “**Mediation**” means the voluntary alternative dispute resolution procedure provided for in the mediation rules (“**Mediation Rules**”) listed herein.
- 1.1.9 “**Mediator**” means the person appointed as mediator under the Mediation Rules.
- 1.1.10 “**Mediators Panel**” means the list of persons maintained by the LCIA for the purpose of facilitating the appointment of suitably qualified mediators under the Mediation Rules.
- 1.1.11 “**Non-Party**” refers to a Party other than a Party to the IdenTrust System (IdenTrust, a Signatory or a Customer).
- 1.1.12 “**Party**” or “**Parties**” means one or more of the parties to the IdenTrust System (IdenTrust, a Signatory or a Customer) and/or a party to a dispute resolution proceeding hereunder, as the case may be.
- 1.1.13 “**Respondent**” refers to one or more Parties against whom proceedings are initiated in proceedings under these Procedures.
- 1.1.14 “**Seat of arbitration**” or “**seat of mediation**” is the juridical place of arbitration or mediation.

## 2. Scope of the Dispute Resolution Procedures

- 2.1.1 Any dispute between the Parties arising out of or in connection with the IdenTrust System or this Agreement shall be finally resolved in accordance with these Procedures.
- 2.1.2 Notwithstanding Rule 2.1.1, disputes shall only be resolved under these Procedures only if the Customer and the Bank agree.
- 2.1.3 Notwithstanding Rule 2.1.1 and subject to 2.1.4, disputes between Customers which do not involve claims by or against IdenTrust or a Signatory shall be resolved under these Procedures only if the Customers concerned agree.
- 2.1.4 A Customer may commence proceedings under these Procedures against another Customer in connection with a dispute concerning whether a Digital Signature is genuine, or otherwise valid, binding or enforceable.
- 2.1.5 Any dispute between a Customer and IdenTrust or between a Customer and a party other than the Bank shall be resolved under these Procedures.
- 2.1.6 Non-Parties shall be joined as Parties to a proceeding hereunder only if they consent and the Administrator is satisfied that Rule 3.6 of the Mediation Rules or Rule 4.6 of the Arbitration Rules, as the case may be, has been complied with.

- 2.1.7 An Arbitral Tribunal appointed under these Procedures shall not cease to have jurisdiction by reason of any claim that a contract is invalid, null and void or non-existent or that one of the Parties is no longer a Party to the IdenTrust System.

## 2.1 Administration of the Dispute Resolution Procedures

- 2.1.1 The Dispute Resolution Procedures shall be administered by the Administrator whose address is:  
London Court of International Arbitration  
70 Fleet Street  
London EC4Y 1EU  
United Kingdom  
Tel : **+44 (0) 20 7936 6200**  
Fax : **+44 (0) 20 7936 6211**  
Email: **casework@lcia.org**

- 2.1.2 The Administrator shall not itself settle disputes.

- 2.1.3 Notwithstanding provisions on confidentiality contained in these Dispute Resolution Procedures, the Administrator shall:

- ▶ compile and publish for IdenTrust and all Signatories an Annual Report on Arbitration and Mediation under these Procedures, including statistical data, but excluding any information that would lead to the identification of the Parties;
- ▶ maintain a confidential database of all arbitral awards rendered under these Procedures;
- ▶ maintain a general database of all arbitral awards and make it accessible for research purposes by any Party or Arbitrator/Mediator; and
- ▶ make suitably redacted copies of arbitral awards rendered under these Procedures available at the request of any Arbitrator appointed hereunder or at the request of IdenTrust, any Signatory or any Customer or any Party to a proceeding hereunder.

## 2.2 Seat of Mediation or Arbitration

- 2.2.1 The seat of any Mediation or Arbitration conducted under these Procedures shall, in all cases, be fixed by the Administrator.

## 2.3 Communications

- 2.3.1 All communications under these Dispute Resolution Procedures may be made by registered post, special courier against receipt, telecopy, email or any other means of delivery. Unless otherwise agreed, any communication by email must be confirmed by fax, registered post or special courier against receipt.
- 2.3.2 All written communications or submissions from a Party to any proceedings under these Procedures, shall be copied to the Administrator unless the Administrator otherwise instructs. In Arbitration proceedings, all written communications or submissions shall also be copied to all other Parties to the proceeding and to the Arbitral Tribunal. In Mediation proceedings, all written communications and submissions shall be copied to all other Parties unless, in the interest of effecting settlement, the Mediator directs otherwise.

## 2.4 Impartiality of Arbitrators and Mediators

- 2.4.1 No person shall serve as Mediator or Arbitrator under these Procedures in any dispute in which that person has a financial or personal interest and prior to accepting an appointment, a proposed Mediator or Arbitrator shall disclose to the Administrator any circumstances likely to give rise to concerns about impartiality. In this respect, reporting obligations shall continue for the duration of any appointment hereunder.

- 2.4.2 Upon receipt of the information, the Administrator shall determine whether the circumstances warrant non-appointment of the proposed Mediator or Arbitrator and the selection and appointment of another Mediator or Arbitrator.
- 2.5 Challenge and replacement of Arbitrators and Mediators
- 2.5.1 An Arbitrator or a Mediator may be challenged only if:
- ▶ circumstances exist that give rise to justifiable doubts as to the person's impartiality; and/or
  - ▶ the person appointed does not possess the qualifications, if any, stipulated in these Procedures; and/or
  - ▶ the person appointed fails to act.
- 2.5.2 A challenge to a Mediator or to an Arbitrator by any Party shall be made to the Administrator by way of written application for removal and shall specify the grounds for the application.
- 2.5.3 A challenge must be filed within 14 days of the appointment of the Arbitral Tribunal or within 14 days of the challenging Party becoming aware of circumstances that form the basis for its challenge.
- 2.5.4 If the Administrator decides that the challenge is admissible, the Administrator may take such measures to resolve a challenge quickly.
- 2.5.5 Unless the Administrator is satisfied that the objections are inadequate, the Administrator shall promptly replace the challenged Arbitrator or Mediator.
- 2.6 Representation of Parties
- Parties may be represented under these Procedures by whomever they consider appropriate. In all cases, the names and addresses of the representatives must be communicated to all other Parties concerned and to the Administrator and any change in representation shall likewise be notified.
- 2.7 Costs
- The fees and expenses of the Procedures shall be those set out in Appendices 1 and 2 to these Procedures, save that the schedules may be amended from time to time by the Administrator.
- 2.8 Exclusion of liability
- 2.8.1 After an award has been made and the possibilities of correction and additional awards have lapsed or been exhausted, or after the conclusion of a Mediation, none of the LCIA, Mediators, Arbitrators or experts to the Mediator or Arbitral Tribunal shall be under any legal obligation to make any statement to any person about any matter concerning the Mediation or the Arbitration, nor shall any Party seek to make any of these persons a witness in any legal or other proceedings arising out of the Mediation or the Arbitration.
- 2.8.2 Neither the Mediators or Arbitrators appointed under these Procedures, nor the Administrator shall be liable to any Party for any act or omission in connection with any Mediation or Arbitration conducted under these Procedures save where the act or omission is shown by that Party to constitute conscious and deliberate wrongdoing.
- 2.8.3 Neither the LCIA nor the LCIA Court (including its President, Vice-Presidents, individual members of the LCIA Court, the Registrar LCIA officers or employees), acting pursuant to these Procedures, shall be liable to any Party howsoever for any act or omission in so acting, save where the act or omission is shown by that Party to constitute conscious and deliberate wrongdoing committed by the body or person alleged to be liable to that Party.
- 2.8.4 If (notwithstanding such exclusion of liability) any of the above-mentioned bodies and persons should be held liable to any third person, the Parties to the reference in question shall hold harmless and indemnify such body or person in full (including reasonable legal costs), save in cases of conscious and deliberate wrongdoing.
- 2.9 Confidentiality
- 2.9.1 The Parties undertake to keep confidential all awards in their Arbitration, together with all materials in the proceedings

and all other documents produced by any other Party in the proceedings not otherwise in the public domain – save and to the extent that disclosure may be required of a Party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority.

- 2.9.2 The deliberations of the Arbitral Tribunal are likewise confidential to its members, save and to the extent that disclosure of an Arbitrator's refusal to participate in the Arbitration is required.
- 2.9.3 Parties who learn information about other Parties' arbitrations' use of the LCIA's Database shall keep such information confidential subject to the provisos in 2.10.1 above.

### 3. IdenTrust System Mediation Rules

#### 3.1 Mediation

- 3.1.1 The rules set out in this section are the IdenTrust System Mediation Rules (the "Mediation Rules").
- 3.1.2 Mediation under these Mediation Rules is a private alternative dispute resolution process in which a Mediator assists Parties to reach a negotiated settlement.
- 3.1.3 Any Party may propose that any other Party participate in a Mediation in accordance with these Mediation Rules even if the dispute has already been referred to Arbitration or any other procedure. Mediation is strictly voluntary and no Party may be compelled to participate.
- 3.1.4 No Party shall be bound by an opinion, report, direction or recommendation by the Mediator, except for an order in relation to costs made under Rule 3.13.

#### 3.2 Mediators Panel

A Mediators Panel shall be established by the Administrator and will be maintained for the Mediation of disputes arising under the IdenTrust System. The names of Mediators Panel members, their qualifications and their current fee rates will be available to all Parties through the Administrator.

#### 3.3 Initiation of Mediation

- 3.3.1 Mediation is initiated by any Party who communicates a request for Mediation to the Administrator ("Request for Mediation").
- 3.3.2 The Request for Mediation shall contain:
- ▶ the names and addresses, telephone and fax numbers and email addresses (as appropriate) of all Parties to the dispute;
  - ▶ a statement of the nature and circumstances giving rise to the dispute;
  - ▶ an estimate of the amount in dispute, if any;
  - ▶ a statement of the relief or remedy sought;
  - ▶ any comments or proposals regarding the qualifications of the Mediator to be appointed, the language of the Mediation and the venue of the Mediation; and
  - ▶ copies of relevant contractual documents, including a copy of the dispute resolution agreement.
- 3.3.3 The Request for Mediation shall be submitted together with the registration fee prescribed in the Mediation schedule of fees and expenses at Appendix 1.
- 3.3.4 The Administrator shall communicate a copy of the Request for Mediation to all Parties named in such Request for Mediation.

#### 3.4 Response to Request for Mediation

- 3.4.1 A Party who receives a Request for Mediation may, within 7 days of receipt, provide written notice of objection to the Administrator.
- 3.4.2 In the absence of notice of objection in accordance with Rule 3.4.1, the proposal for Mediation shall be deemed to be acceptable to the Party receiving a Request for Mediation.
- 3.4.3 In the event that all Parties who receive a Request for Mediation object, the Mediation will be deemed to have been withdrawn. Any Party may resubmit the same matter



for Mediation at a later date.

3.4.4 Any Party who receives a Request for Mediation, and does not give notice of objection within the time limit set out above, shall have 14 days from receipt of a Request for Mediation to forward a response ("Response to Mediation") which shall contain:

- ▶ a statement of the Party's position with respect to the nature of the dispute, the quantum in dispute (if any), and the relief or remedy sought in the Request for Mediation;
- ▶ any further particulars relating to the dispute;
- ▶ any counter-claim the Party may wish to formulate;
- ▶ the names and addresses of any additional Parties to be included in the reference;
- ▶ any comments or proposals regarding the qualifications of the Mediator to be appointed, the language of the Mediation and the venue for the Mediation; and
- ▶ copies of any additional documents relevant to the issues in dispute.

### 3.5 Appointment of a Mediator

Within 7 days of receipt of a Response to Mediation, the Administrator shall appoint a Mediator who is available and prepared to serve.

### 3.6 Joinder

3.6.1 Upon receipt of a Response to Mediation which names other Parties or Non-Parties to the Mediation, or upon the application of any Party or the Mediator, the Mediator may invite any other Party or Non-Party to join a Mediation, provided that all other Parties to the Mediation agree, by giving notice. Upon receipt of such notice, the new Party may elect to join to the Mediation and Rule 3.4 shall apply mutatis mutandis.

### 3.7 Powers of the Mediator

- 3.7.1 Unless all Parties agree otherwise, Mediation under these Mediation Rules will be conducted by a single Mediator appointed in accordance with Rule 3.5.
- 3.7.2 The Mediator shall have no authority to bind the Parties (other than by an order as to costs under Rule 3.13), but he or she may make any recommendations to the Parties for the purpose of resolving the dispute. The Mediator shall have no power to impose a settlement on the Parties.

### 3.8 Conduct of the Mediation

- 3.8.1 The Mediator shall use all best endeavours to conclude the Mediation as quickly as possible, but the Mediation process shall not continue for more than 30 days from the date on which the Mediator is appointed, unless the Parties agree otherwise.
- 3.8.2 The Mediator may request any officer or employee of any Party to participate in the Mediation.
- 3.8.3 The Mediator may establish timetables for the submission of any relevant documents, information or submissions.
- 3.8.4 The Mediator may require the names of persons authorised to represent a Party during meetings and may also request such representatives to provide written evidence that they have authority to settle any disputes and have the power to bind the Party they represent.
- 3.8.5 The Mediator may attempt compromise solutions with the Parties in an informal manner. Should a solution be agreed, it must be accepted by both Parties in accordance with Rule 3.11.

### 3.9 Termination of the Mediation

Where all or all but one of the Parties to a Mediation notify the Administrator or the Mediator of their withdrawal from the process, the Mediation shall be terminated, subject to an order for costs pursuant to Rule 3.13.

In the event that the Mediator is unable to facilitate satisfactory resolution within the allotted time frame, or where the Mediator determines that further efforts are not useful without the participation of one or more of the Parties who have objected to or withdrawn from the

Mediation, or whenever the Mediator forms the opinion that further efforts would not lead to a settlement of the dispute the Mediator shall notify the Parties and the Administrator in writing.

### 3.10 Report by the Mediator

- 3.10.1 If requested to do so by any Party the Mediator shall submit to the Parties a report setting out the facts, and proposing terms of settlement which seem to the Mediator to be appropriate.
- 3.10.2 Within 7 days of receipt of the report, the Parties will indicate each to the other, whether the Mediator's proposed terms of settlement are acceptable in whole or in part.

### 3.11 Settlement

In the event that the Mediation achieves a resolution of the dispute, no Party shall be bound until the terms of the settlement are recorded in writing and signed by all Parties. Copies of the signed agreement shall be provided to the Administrator who will communicate them to the Parties.

### 3.12 Confidentiality of the Mediation

- 3.12.1 Mediation under these Mediation Rules is private and confidential between the Parties to a dispute and the procedures of the Mediation shall be conducted accordingly. All persons involved in Mediation under these Mediation Rules shall maintain confidentiality with respect to the dispute and the proceedings.
- 3.12.2 Apart from an order in respect of costs pursuant to Rule 3.13, nothing that transpires during the course of the Mediation (other than a signed settlement agreement) is intended to or shall in any way affect the rights or prejudice the position of the Parties to the dispute or in any subsequent Arbitration or litigation. Without derogating from the generality of the foregoing, and merely by way of example:
- ▶ any opinion given, report produced and terms of settlement recommended by the Mediator shall be "non-binding" and privileged and shall not be disclosed in any arbitral or judicial proceeding;
  - ▶ any views expressed by any Party and any admissions by any Party shall not be relied on or introduced as evidence in any arbitral or judicial proceeding;
  - ▶ the fact that a Party refused to participate in a Mediation proceeding or refused to accept a proposal for settlement shall not be relied on or introduced as evidence in any arbitral or judicial proceeding;
  - ▶ the fact that information of whatsoever nature was made available to the Mediator does not mean that privilege or confidentiality is waived for any arbitral or judicial proceeding; and
  - ▶ the fact that the accuracy of information or the validity or meaning of documents is not challenged during Mediation does not preclude challenge in arbitral or judicial proceeding.

3.12.3 Any communications, whether oral or written, which any Party shall have with the Administrator, Mediator or with other Parties in connection with the Mediation shall be absolutely confidential.

3.12.4 No formal written record shall be kept of the Mediation. Any written view expressed under Rule 3.12.3, the report provided for in Rule 3.10 and any notes or record made by the Mediator, and/or Parties, shall remain private and confidential and not subject to disclosure in any subsequent proceedings, save only that the Mediator's order as to costs may be produced by the Parties in subsequent Arbitration proceedings under these Procedures.

### 3.13 Costs

3.13.1 As soon as practicable after the appointment of the Mediator, pursuant to Rule 3.5 of the Mediation Rules, the Administrator will direct the Parties to file an initial deposit, to be held on account of the costs of the Mediation, including the registration fee, the Mediator's fees and expenses and the Administrator's charges, specifying the

date by which the deposit must be filed.

- 3.13.2 The deposit will be paid to the Administrator by the Parties in equal shares (or in such other proportions as they have agreed). An adjustment will be made in favour of the Party who has paid the registration fee.
- 3.13.3 The Mediation will not proceed until and unless the initial deposit has been paid in full.
- 3.13.4 The Administrator may direct the Parties to file such further deposits as, at its own discretion, or at the request of the Mediator, it considers appropriate, the consolidation of mediations, and the cost of legal, technical or other advice obtained by the Mediator.
- 3.13.5 In the event that any Party defaults in making any deposit as directed by the Administrator, any other Party may, upon notice of the default by the Administrator, effect a substitute payment to allow the Mediation to proceed, or may request the Administrator to notify the Party in default that the payment must be made within 7 days, failing which the Mediation shall be deemed to have been abandoned in respect of the defaulting Party, upon the expiry of the 7-day period.
- 3.13.6 At the conclusion of the Mediation, the Administrator, in consultation with the Mediator, will fix the costs of the Mediation, including the Mediator's fees and expenses and the Administrator's charges (the costs). The Parties shall be jointly and severally liable to the Mediator for the Mediator's fees and expenses and to the Administrator for the Administrator's charges, until all such sums have been paid in full.
- 3.13.7 If the sum of the deposits filed exceeds the costs, the excess will be reimbursed to the Parties in the proportions in which they paid the deposits (or in such other proportions as they have agreed). If the costs exceed the sum of the deposits filed, the shortfall will be invoiced to the Parties for immediate payment in equal shares (or in such other proportions as they have agreed).
- 3.13.8 The Mediator shall have power, in the event that the Mediator finds that the Mediation has been initiated or conducted in bad faith, to order the Party who initiated or conducted the Mediation in bad faith to reimburse the other Party, in full or in such part as the Mediator considers appropriate, in respect of:
- ▶ any Party's liability for the fees and expenses of the Mediator and the administrative costs of the Mediation; and/or
  - ▶ any Party's legal or other costs reasonably incurred in connection with preparation for and attendance during the Mediation, such costs to be assessed by the Mediator in default of agreement between the Parties.
- 3.13.9 In all cases, the Mediator shall invite the Parties to comment on the costs of the Mediation, and set a brief deadline for the Parties to do so, before making an order under Rule 3.13.8. If a Party fails or refuses to provide comments, the Mediator shall be entitled to make an order for costs on the basis of the documents and materials already submitted.
- 3.13.10 All Parties agree to be bound by an order of the Mediator made under Rule 3.13.8 and any liability on one Party to make payment to any other Party pursuant to such an order shall be deemed to constitute a debt due.
- 3.13.11 Any order by a Mediator in respect of costs may be referred, by way of appeal, to Fast Track Arbitration or to Arbitration under these Dispute Resolution Procedures. Any order that is not appealed within 28 days of issue shall become final and binding.

#### 3.14 Mediator not to act subsequently as Arbitrator

- 3.14.1 The Mediator shall not be appointed as Arbitrator in any subsequent Arbitration arising out of the dispute between the Parties to the Mediation.
- 3.14.2 No Party shall be entitled to call the Mediator as a witness in any subsequent Arbitration, litigation or other proceedings.

#### 3.15 Language

- 3.15.1 The language of the Mediation shall be English unless all Parties agree otherwise.

## 4. IdenTrust System Arbitration Rules

### 4.1 General

- 4.1.1 The rules set out in this section, section 4 herein, are the IdenTrust System Arbitration Rules (the "Arbitration Rules").
- 4.1.2 Any Party who receives a Arbitration request ("Request for Arbitration") may request reference of the dispute to Fast Track Arbitration but shall make such request as soon as reasonably practicable after receipt of a Request for Arbitration.
- 4.1.3 Subject to Rule 4.1.4, the Administrator shall have discretion to decide whether a particular dispute shall be referred to Fast Track Arbitration or to normal track Arbitration.
- 4.1.4 Disputes concerning whether or not a Digital Signature is Genuine, or otherwise valid, binding or enforceable shall, unless the Administrator determines otherwise, only be referred to Fast Track Arbitration.

### 4.2 Commencement of Arbitration

- 4.2.1 Any Party wishing to commence Arbitration under these Arbitration Rules shall forward to the Administrator a Request for Arbitration which shall contain:
- ▶ the names, addresses, telephone and fax numbers and email addresses (as appropriate) of all Parties to the dispute;
  - ▶ where the Parties are known to have appointed a representative, the representative's name, address, telephone and fax numbers, and email address (as appropriate);
  - ▶ an indication of whether any urgent interim relief is requested pursuant to Rule 4.9;
  - ▶ a brief statement of the nature and circumstances giving rise to the dispute;
  - ▶ an estimate of the amount in dispute;
  - ▶ the relief claimed;
  - ▶ any relevant contracts, including the contract or other document which contains or evidences the agreement to refer disputes for resolution under the Procedures;
  - ▶ views, if any, on the Arbitrators to be appointed; and
  - ▶ any comments as to the seat of Arbitration, the applicable rules of law and the language of the Arbitration.
- 4.2.2 The Request for Arbitration shall be submitted together with the registration fee prescribed in the Arbitration schedule of fees and expenses at Appendix 2 hereto.
- 4.2.3 The Claimant shall forward a copy of the Request for Arbitration to all Parties named as Respondents and shall, in due course, furnish evidence to the Administrator that the Request for Arbitration was received by all Respondents named.
- 4.2.4 Within 28 days of receipt of the Request for Arbitration, the Respondent shall submit to the Administrator a response ("Response to Arbitration") which shall contain:
- ▶ confirmation or denial of all or part of the claims and the raising of any jurisdiction issue;
  - ▶ additional particulars relating to the nature and circumstances of the dispute;
  - ▶ the formulation of any counterclaim, together with an indication of the amount claimed, if any;
  - ▶ any comments on proposals contained in the Request for Arbitration regarding the seat of Arbitration, the language of proceedings and the applicable law;
  - ▶ where appropriate, details of the Party's representative, including the address, telephone and fax numbers and email address, if any;
  - ▶ views, if any, on the Arbitrators to be appointed; and
  - ▶ the names and addresses of any other Parties to be named in the dispute.
- 4.2.5 Failure to provide a Response to Arbitration shall not preclude a Respondent from denying the claims against it, or from setting out a counterclaim in subsequent pleadings.

### 4.3 Jurisdiction

- 4.3.1 Where a Party raises a challenge regarding the existence, validity or scope of any agreement to submit a dispute to Arbitration under the Procedures, the Administrator shall decide, that the Arbitration shall proceed if it is satisfied that an agreement to arbitrate under the Procedures may exist and shall set the reference in motion accordingly.
- 4.3.2 In such a case, the jurisdiction issue(s) shall be referred to the Arbitral Tribunal for determination.
- 4.3.3 Where the Administrator is satisfied that there is clearly no agreement between the Parties to arbitrate under the procedures or that the dispute in question does not arise in relation to the IdenTrust System, the Administrator will decline to set a reference in motion and shall notify the Party accordingly.
- 4.4 Appointment of the Arbitral Tribunal
- 4.4.1 An Arbitrators Panel shall be established by the Administrator for the Arbitration of disputes arising under the IdenTrust System.
- 4.4.2 The Arbitrators Panel shall be made up of experienced Arbitrators. Membership in the Arbitrators Panel may change from time to time. The names of the Arbitrators Panel members, their qualifications and their current fee rates will be available to all Parties through the Administrator.
- 4.4.3 The Administrator shall appoint the Arbitral Tribunal on behalf of all Parties from the Arbitrators Panel but may, in appropriate circumstances, appoint a person to the Tribunal who is not a member of the Arbitrators Panel. The Administrator shall appoint either Arbitrator or a three-member Arbitral Tribunal.
- 4.4.4 In considering the appointment of the members of an Arbitral Tribunal, the Administrator may take into consideration:
- ▶ the views of the Parties, if any;
  - ▶ the nationalities and locations of the Parties and their counsel;
  - ▶ the language of the Parties and of the documents likely to be relied on during the arbitral proceedings;
  - ▶ the applicable law(s) or rules of law;
  - ▶ the complexity of the dispute;
  - ▶ the amounts in dispute and the fees of the Arbitrators; and any particular technical, business or legal expertise that the efficient resolution of the dispute may require.
- 4.5 Consolidation and Related Proceedings
- 4.5.1 Where separate proceedings involve common Parties and common issues of fact or law or where separate proceedings arise out of the same transaction or group of related transactions or factual matrix, the Administrator may:
- ▶ consolidate the separate proceedings into a single proceeding; or
  - ▶ appoint the same Arbitral Tribunal or members of the same Arbitral Tribunal in each of the separate proceedings; or
  - ▶ decide that the separate proceedings should be heard concurrently or one after another and in what order.
- 4.5.2 The Administrator may request additional costs and make any costs adjustments necessary regarding the consolidated proceeding and shall apply any advance received for the prior separate proceedings to the revised costs of the consolidated proceeding.
- 4.6 Joinder
- 4.6.1 The Arbitral Tribunal shall have the power to join any Party to any Arbitration proceeding under these Procedures.
- 4.6.2 In all cases, requests to join an Arbitration proceeding or requests that another Party be joined to a proceeding shall be made as soon as practicable.
- 4.6.3 The Arbitral Tribunal shall have the power, on the application of any Party, to allow one or more Non-Parties to be joined as a Party to the Arbitration provided such Non-Parties consent.
- 4.6.4 Upon joinder, the Administrator shall have the power to require additional contributions to the costs.
- 4.7 Conduct of the proceedings
- 4.7.1 The Arbitral Tribunal shall be in full charge of the conduct of the arbitral proceedings.
- 4.8 Powers of the Arbitral Tribunal
- 4.8.1 The Arbitral Tribunal shall enjoy the widest discretion to discharge its duties allowed under the law of the seat of Arbitration so as to provide appropriate relief to the Parties under the applicable law or rules of law and these Procedures.
- 4.8.2 The Parties agree to abide promptly with any orders, directions and requests of the Arbitral Tribunal under these Procedures.
- 4.8.3 The Arbitral Tribunal shall determine what law(s) or rules of law govern the merits.
- 4.8.4 The Arbitral Tribunal shall take into account and pay due regard to any existing arbitral awards referred to it by any Party relevant to the matters in dispute and in the interests of justice.
- 4.8.5 The powers of the Arbitral Tribunal shall include (but shall not be limited to) the power to:
- ▶ rule on the Arbitral Tribunal's own jurisdiction, including any objections to the existence, scope, validity or termination of the agreement to arbitrate;
  - ▶ extend any time limits in the Parties' agreement to arbitrate, these Arbitration Rules or any procedural order of the Arbitral Tribunal;
  - ▶ conduct such enquiries as may appear to the Arbitral Tribunal to be necessary or expedient;
  - ▶ appoint a neutral technical expert to make inquiry and issue a report;
  - ▶ order the Parties to make any property or thing available for inspection, in the presence of all Parties, by the Arbitral Tribunal or any Arbitral Tribunal or Party-appointed expert;
  - ▶ order any Party to produce to the Arbitral Tribunal, and to the other Parties for inspection, any documents or classes of documents in their possession, custody or power which the Arbitral Tribunal determines to be relevant;
  - ▶ order the rectification in any contract or Arbitration agreement of any mistake which the Arbitral Tribunal determines to be common to the Parties;
  - ▶ fill in gaps in contracts with reference to practice under the IdenTrust System;
  - ▶ award damages in respect of any act or omission by a Party including any failure to obey orders or directions made under these Procedures;
  - ▶ order any Party to do or refrain from doing a particular act;
  - ▶ order interim or urgent relief at any stage of the proceedings;
  - ▶ order the preservation, storage, sale or other disposal of any property or thing relating to the subject matter of the Arbitration;
  - ▶ order, on a provisional basis subject to final determination in an award, any relief which the Arbitral Tribunal would have power to grant in an award, including a provisional order for the payment of money or the disposition of property as between the Parties;
  - ▶ confirm or vary any award of costs made by a Mediator under the Mediation Rules;
  - ▶ determine whether or not a Digital Signature is Genuine or otherwise valid, binding or enforceable;
  - ▶ rule upon the meaning, validity or effect of a contract and any other document; and
  - ▶ rule on any other matters referable to Arbitration under these Procedures.



#### 4.9 Interim and Conservatory Measures

- 4.9.1 Any Party that requires urgent interim relief at the commencement of proceedings where no Arbitral Tribunal has yet been appointed, shall notify the Administrator that such relief is sought. The application shall set out the nature of the relief sought and the grounds for the application.
- 4.9.2 Upon receipt of such notice, the Administrator shall immediately fix an advance on fees to cover the costs of hearing the application for urgent interim relief.
- 4.9.3 The Administrator shall appoint the sole Arbitrator if the matter is to be referred to Fast Track Arbitration, or the chairperson of a three-member Arbitral Tribunal, as the case may be, as soon as possible and, in any event, no later than 4 working days after receipt of the application.
- 4.9.4 The sole Arbitrator or the chairperson of a three-member Arbitral Tribunal shall consult all Parties as quickly as possible to determine the merits of the application for interim relief and may order any interim measure of protection as the Arbitral Tribunal may consider appropriate, including injunctive relief.
- 4.9.5 At the request of the Party against whom interim relief is ordered, any decision taken by the chairperson of a three-member Arbitral Tribunal for the grant of interim relief may be reconsidered by the Arbitral Tribunal as a whole once it is appointed.
- 4.9.6 It shall not be incompatible with these Arbitration Rules for a Party to request interim measures of protection from a court save that once an Arbitral Tribunal has been appointed, the Parties agree not to apply to local courts for any form of interim relief or remedy that is available from the Arbitral Tribunal.

#### 4.10 Hearings

- 4.10.1 The Arbitrator shall fix the date, time and place of any meetings and hearings, and shall give the Parties reasonable notice thereof.
- 4.10.2 The Arbitral Tribunal may order opening and closing statements to be in writing and shall fix periods of time for communicating such statements and any replies that may be necessary.
- 4.10.3 All meetings and hearings shall be in private.
- 4.10.4 If all Parties agree, the Arbitral Tribunal may dispense with a hearing and determine the dispute on the basis of documents only.

#### 4.11 Default of a Party

- 4.11.1 Notwithstanding failure by any Party to comply with these Arbitration Rules or any procedural order issued by the Arbitral Tribunal, to participate in the proceedings or to attend any hearing for which due notice has been given, the Arbitral Tribunal shall proceed with the Arbitration and make an award on the basis of the materials and submissions before it, but only after giving the Party in default written notice that it intends to do so.

#### 4.12 Other proceedings

- 4.12.1 Any documents, including evidence, testimony, awards or judgments generated in fora (other than Mediation) outside these Procedures are, insofar as they relate to the resolution of a dispute under these Procedures, admissible in evidence.
- 4.12.2 The Arbitral Tribunal shall have the power to suspend, partially or wholly, or expedite arbitral proceedings where one or more of the Parties is involved or is about to be involved in proceedings brought outside these Procedures concerning the same or related issues of law or fact, including but not limited to claims by a Non-Party in respect of intellectual property rights.
- 4.12.3 In the event of any Arbitration concerning any dispute which has been the subject of Fast Track Arbitration, all written submissions and documents, including the award of the Arbitral Tribunal and any other records maintained by the Fast Track Arbitration Tribunal or the Parties shall be admissible in normal track Arbitration.

- 4.12.4 The documents referred to above shall be admissible notwithstanding that they may have involved different Parties.
- 4.12.5 At the request of an Arbitral Tribunal, the Administrator shall provide a copy of any other arbitral award rendered between other Parties under the IdenTrust Dispute Resolution Procedures, subject to 4.12.6.
- 4.12.6 With respect to documents generated in Arbitrations involving other Parties the Arbitral Tribunal shall take appropriate measures to protect the confidentiality interests of such other Parties.

#### 4.13 Language

- 4.13.1 The Arbitral Tribunal shall determine the language of the Arbitration.

#### 4.14 Closing the proceedings

- 4.14.1 When it is satisfied that the Parties have had a reasonable opportunity to present their cases, the Arbitral Tribunal shall declare the proceedings closed.

#### 4.15 Award

- 4.15.1 When the Arbitral Tribunal is composed of more than one Arbitrator, an award is given by a majority decision. In the absence of a majority, the award shall be made by the chairperson of the Arbitral Tribunal alone.
- 4.15.2 The Arbitral Tribunal shall make its award in writing and shall state the reasons upon which it is based.
- 4.15.3 The Arbitral Tribunal may make interim awards or separate awards on different issues.
- 4.15.4 The Arbitral Tribunal shall deliver any award to the Administrator who shall communicate certified copies to the Parties forthwith subject to receipt by the Administrator of payment in full of the administrative costs of the Arbitration, including all costs and fees of the Arbitrators.

#### 4.16 Award by consent

- 4.16.1 If, before the award is made, the Parties agree on a settlement of the dispute, or any part thereof, the Arbitral Tribunal shall either issue an order for termination of the arbitral reference or, if requested by all Parties, record the settlement in the form of a consent award to be provided to the Administrator pursuant to Rule 4.15.

#### 4.17 Award of costs

- 4.17.1 The Arbitral Tribunal shall specify, in its award, the total amount of the costs of the Arbitration including the fees and expenses fixed by the Administrator as well as the fees and expenses of any experts appointed by the Arbitral Tribunal and the reasonable legal and other costs incurred by the Parties for the Arbitration.
- 4.17.2 The final award shall decide which of the Parties shall bear the costs or in what proportion they shall be borne by the Parties.

#### 4.18 Interpretation of awards, correction of awards and additional awards

- 4.18.1 Within 28 days of the date on which the Parties receive the award, any Party may, by written notice to the Administrator, request the Arbitral Tribunal to provide an interpretation of the award or to correct, in the award, any errors of computation or any clerical or typographical errors.
- 4.18.2 If the Arbitral Tribunal considers the request to be justified, it shall provide an interpretation or correction within a time limit to be set by the Administrator. Any interpretation or correction shall be in writing and shall be notified to the Parties by the Administrator and shall become part of the award.
- 4.18.3 Any decision to correct or to interpret an award shall constitute part of the award.
- 4.18.4 A Party may also, by written notice to the Administrator, request the Arbitral Tribunal, within 14 days of the date of the award, to make an additional award as to claims presented in the reference to Arbitration but not dealt with in the award. If the Arbitral Tribunal considers the request justified, it shall notify the Parties within 7 days and shall make the additional award within 21 days.

#### 4.19 Finality

- 4.19.1 Any award shall be binding on the Parties. By submitting disputes to Arbitration under these Arbitration Rules, the Parties undertake to carry out any resulting award without delay.
- 4.19.2 The Parties hereby expressly waive any right to appeal to any court or tribunal the legal or factual merits of an award rendered under these Arbitration Rules.

#### 4.20 Costs of the Arbitration

- 4.20.1 The Administrator shall direct the Parties to make one or several interim or final payments on account of the costs of the Arbitration.
- 4.20.2 The Arbitral Tribunal shall not proceed with the Arbitration without ascertaining, at all times, from the Administrator that the requisite funds are in place.
- 4.20.3 In the event that a Party fails or refuses to provide any deposit as directed by the Administrator, the Administrator may direct the other Party or Parties to effect a substitute payment to allow the Arbitration to proceed (subject to any award on costs). In such circumstances, the Party paying the substitute payment shall be entitled to recover that amount as a debt immediately due from the defaulting Party.
- 4.20.4 The Parties shall be jointly and severally liable to the Arbitral Tribunal and to the Administrator for the costs of the Arbitration, until all the costs have been paid in full.

#### 4.21 Waiver

- 4.21.1 A Party which proceeds with the Arbitration without promptly stating its objection to any failure by another Party to comply with any provision of these Arbitration Rules or any other rules applicable to the proceedings, any direction given by the Arbitral Tribunal, or any requirement under the agreement to arbitrate relating to the constitution of the Arbitral Tribunal, or to the conduct of the proceedings, shall be deemed to have waived its right to object.

#### 4.22 General Provisions

- 4.22.1 In applying these Procedures, both the Administrator and the Arbitral Tribunal shall have regard to the enforceability of any award rendered hereunder.

### 5. IdenTrust System Fast Track Arbitration Rule

#### 5.1 General

- 5.1.1 The rules set out in this section, Section 5 herein, are the IdenTrust System Fast Track Arbitration Rules ("Fast Track Arbitration Rules").
- 5.1.2 The Arbitration Rules shall be deemed to form a part of the Fast Track Arbitration Rules and shall govern Fast Track Arbitration save that where any of these Fast Track Arbitration Rules is in conflict with a provision of the Arbitration Rules, these Fast Track Arbitration Rules shall apply.
- 5.1.3 Any Party may request any other Party to participate in a Fast Track Arbitration in accordance with these Fast Track Arbitration Rules.
- 5.1.4 A Party who receives a request for Fast Track Arbitration under these Procedures ("Request for Fast Track Arbitration") may request the Administrator to refer to normal track Arbitration any dispute referred to Fast Track Arbitration.
- 5.1.5 During the course of any Fast Track Arbitration, the Administrator shall have discretion whether or not to refer to normal track Arbitration any matter or dispute pending under these Fast Track Arbitration Rules at the request of any Party and the Arbitrator. If such a decision is made, an Arbitrator appointed under these Fast Track Arbitration Rules will cease forthwith to have jurisdiction over any such matter or dispute referred to Arbitration.

#### 5.2 Claims Regarding Genuineness of a Digital Signature and Related Claims

- 5.2.1 Disputes concerning whether or not a Digital Signature is Genuine, or otherwise valid, binding or enforceable shall, unless the Administrator determines otherwise, only be referred to Fast Track Arbitration.

#### 5.3 Initiation of Fast Track Arbitration

- 5.3.1 In relation to any dispute, a Party may commence an Arbitration under these Fast Track Arbitration Rules by forwarding a written Request for Fast Track Arbitration to the Administrator.
- 5.3.2 In addition to the requirements for a Request for Arbitration, a Request for Fast Track Arbitration shall contain:
- ▶ comments on the appropriateness of Fast Track Arbitration for resolution of the disputes to be referred; and
  - ▶ a statement of any matters which the Parties have already agreed in relation to the procedure.

#### 5.4 Appointment of the Arbitrator

- 5.4.1 Arbitral proceedings under these Fast Track Arbitration Rules will be conducted by a sole Arbitrator appointed by the Administrator.
- 5.4.2 The Administrator shall appoint the sole Arbitrator from among the names on the Panel within 14 days of receipt by the Administrator of the Request for Fast Track Arbitration.

#### 5.5 Response to Request for Fast Track Arbitration

- 5.5.1 The Party who receives a Request for Fast Track Arbitration shall, within 7 days of receipt, submit to the Administrator a written response ("Response to Fast Track Arbitration")
- 5.5.2 which shall contain comments on the appropriateness of Fast Track Arbitration for resolution of the disputes to be referred.

#### 5.6 Additional procedural provisions

- 5.6.1 The Arbitrator shall determine from the outset whether there is any need for the appointment of a neutral Arbitral Tribunal expert to determine technical questions such as possible system faults.
- 5.6.2 The Arbitrator may, at any time, commission expert evidence to be prepared and adduced by the neutral Arbitral Tribunal expert.
- 5.6.3 As soon as possible after confirmation of appointment, the Arbitrator shall fix a timetable for the exchange of all further pleadings as may be necessary, the date, time and place of any meetings, hearings, or inspections which the Arbitrator deems appropriate, and shall give the Parties reasonable notice thereof.
- 5.6.4 The Arbitrator shall decide whether or not to convene a hearing or otherwise take oral evidence or proceed to determine the dispute on a documents-only basis.
- 5.6.5 A hearing, if one is needed, must take place within 30 days of appointment or such other period as the Parties may agree or the Arbitrator shall decide.
- 5.6.6 In the event that a hearing is to be held, the Arbitrator may allow, refuse or limit the appearance of witnesses, whether witnesses of fact or expert witnesses.
- 5.6.7 The Arbitrator may, at any time, require the Parties to provide:
- ▶ a written statement of their respective cases in relation to particular issues, submissions or the report of an expert; and/or
  - ▶ comments on any report produced by a tribunal-appointed expert; and/or
  - ▶ a written answer to questions; and/or
  - ▶ reasons for any disagreement with expert reports filed before the Arbitrator.

#### 5.7 Award

- 5.7.1 The Arbitrator shall make his or her award within 84 days of commencement of the Arbitration or within such other period as the Parties may agree in writing or the Arbitrator may decide provided that, in the absence of agreement between the Parties, the Arbitrator shall not extend the period for making his or her award by more than 84 days in total.
- 5.7.2 In the interests of speed, the Arbitrator may, in appropriate circumstances, inform the Parties of his or her decision on one or more of the matters in dispute but defer providing some or all of the reasons for such decision until an award is made. Pending the communication of the award to the Parties, the Parties shall be bound by the Arbitrator's decision.

# Appendix 1

## IdenTrust dispute resolution procedures

### IdenTrust Mediation

Schedule of Fees and Expenses

[www.lcia.org/Dispute\\_Resolution\\_Services/LCIA\\_Mediation\\_Costs.aspx](http://www.lcia.org/Dispute_Resolution_Services/LCIA_Mediation_Costs.aspx)

(Effective 1 July 2012)

For Mediations administered by the LCIA as Administrator under the IdenTrust System Mediation Rules.

### 1. Administrator's Charges

1.1	Registration fee. Payable in advance with the Request for Mediation. Non-refundable.	£750
1.2	Time spent by the Registrar and his/her deputy, by the Secretariat of the LCIA, and by the members of the LCIA Court in the administration of the mediation (minimum unit of time in all cases: 15 minutes)	
	▶ Registrar/Deputy Registrar/Counsel	£225 per hour
	▶ Other Secretarial personnel depending on activity	£100 or £150 per hour
1.3	Expenses incurred by the Administrator in connection with the mediation (such as postage, telephone, facsimile, travel etc.), and additional mediation support services, whether provided by the Administrator from its own resources or otherwise.	

### 2. Mediator's Fees and Expenses

- 2.1 The Tribunal's fees will be calculated by reference to work done by its members in connection with arbitration and will be charged at rates appropriate to the particular circumstances of the case, including complexity and the special qualifications of the arbitrators. The Tribunal shall agree in writing upon fee rates conforming to the Schedule prior to its appointment by the LCIA Court. The rates will be advised by the Registrar to the parties at the time of the appointment of the Tribunal, but may be reviewed if the duration or a change in the circumstances of the arbitration requires. Fees shall be at hourly rates <not exceeding £450>. However, in exceptional cases, the rate may be higher, provided that, in such cases, (a) the fees of the Tribunal shall be fixed by the LCIA Court on the recommendation of the Registrar, following consultations with the arbitrator(s), and (b) the fees shall be agreed expressly by all parties.
- 2.2 The Tribunal's fees may include a charge for time spent travelling.
- 2.3 The Tribunal's fees may also include a charge for time reserved but not used as a result of late postponement or cancellation of hearings, provided that the basis for such charge shall be advised in writing to, and approved by, the LCIA Court and that the parties have been informed in advance.
- 2.4 The Tribunal may also recover such expenses as are reasonably incurred in connection with the arbitration, and as are reasonable in amount, provided that claims for expenses should be supported by invoices or receipts.
- 2.5 The Tribunal's fees shall be invoiced in the currency of account between the Tribunal and the parties.

- 2.6 In the event of the revocation of the appointment of any arbitrator, pursuant to the provisions of Article 10 of the Rules, the LCIA Court shall, in accordance with Article 10.1, determine the amount of fees and expenses (if any) to be paid for the former arbitrator's services as it may consider appropriate in all the circumstances.
- 2.7 Charges may be subject to Value Added Tax at the prevailing rate.

### 3. Payment of Fees and Expenses

- 3.1 Initial Deposit

As soon as practicable after the appointment of the Mediator, pursuant to Rule 3.5 of the Mediation Rules, the Administrator will direct the Parties to file an initial deposit to be held on account of the costs of the Mediation, including the registration fee, the Mediator's fees and expenses and the Administrator's charges, specifying the date by which the deposit must be filed. The deposit will be paid to the Administrator by the Parties in equal shares (or in such other proportions as they have agreed). An adjustment will be made in favour of the Party who has paid the registration fee. The Mediation will not proceed until and unless the initial deposit has been paid in full.
- 3.2 Further Deposits

The Administrator may direct the Parties to file such further deposits as, at its own discretion, or at the request of the Mediator, it considers appropriate in the light of such factors as the joinder of other Parties, the consolidation of Mediations, and the cost of legal, technical or other advice obtained by the Mediator, pursuant to Rule 3.9 of the Mediation Rules.
- 3.3 Default Payments

In the event that any Party defaults in making any deposit as directed by the Administrator, any other Party may, upon notice of the default by the Administrator, effect a substitute payment to allow the Mediation to proceed, or may request the Administrator to notify the Party in default that the payment must be made within 7 days, failing which the Mediation shall be deemed to have been abandoned in respect to the defaulting Party, upon the expiry of the 7-day period.
- 3.4 The Costs

At the conclusion of the Mediation, the Administrator, in consultation with the Mediator, will fix the costs of the Mediation, including the Mediator's fees and expenses and the Administrator's charges (the "costs"). If the sum of the deposits filed exceeds the costs, the excess will be reimbursed to the Parties in the proportions in which they paid the deposits (or in such other proportions as they have agreed). If the costs exceed the sum of the deposits filed, the shortfall will be invoiced to the Parties for immediate payment in equal shares (or in such other proportions as they have agreed).

### 4. Other matters

- 4.1 Value Added Tax (if applicable) will be added to all fees and expenses at the applicable rate.

# Appendix 2

## IdenTrust dispute resolution procedures

### IdenTrust Arbitration

Schedule of Fees and Expenses

[www.lcia.org//Dispute\\_Resolution\\_Services/schedule-of-costs-lcia-arbitration.aspx](http://www.lcia.org//Dispute_Resolution_Services/schedule-of-costs-lcia-arbitration.aspx)

(Effective 1 January 2014)

For Arbitrations administered by the LCIA as Administrator under the IdenTrust System Arbitration Rules and the IdenTrust System Fast Track Arbitration Rules.

### 1. Administrator's Charges

1.1	Registration fee. Payable in advance with the Request for Arbitration. Non-refundable.	£1750
1.2	Time spent by the Registrar and his/her deputy, by the Secretariat of the LCIA, and by the members of the LCIA Court in the administration of the Arbitration (minimum unit of time in all cases: 15 minutes)	
	▶ Registrar and his/her deputy	£250 per hour
	▶ Counsel	£225 per hour
	▶ Case Administrators	£175 per hour
	▶ Casework accounting functions	£150 per hour
	▶ Members of the LCIA Court	at hourly rates advised by members of the LCIA Court
1.3	A sum equivalent to 5% of the fees of the Arbitral Tribunal (excluding expenses) in respect of the Administrator's general overheads.	
1.4	Expenses incurred by the Administrator in connection with the Arbitration (such as postage, telephone, facsimile, travel etc.), and additional Arbitration support services, whether provided by the Administrator from its own resources or otherwise.	at the cost to the Administrator
1.5	Items 1.2, 1.3, and 1.4 above, are payable on interim invoice; with the award, or as directed by the Administrator.	

### 2. Fees and Expenses of the Arbitral Tribunal

- The Arbitral Tribunal's fees will be calculated by reference to work done by its members in connection with the Arbitration and will be charged at rates appropriate to the particular circumstances of each case. The Arbitral Tribunal will agree in writing to fee rates conforming to this Schedule of Fees and costs prior to its appointment by the Administrator. The rates will be advised by the Administrator to the parties at the time of the appointment of the Arbitral Tribunal, but may be reviewed annually if the duration of the Arbitration requires.
- The fee rates will be within the following bands: USD 1,280 to USD 3,200 per normal working day and USD 160 to USD 400 per hour for periods less than or in addition to a normal working day.
- The rates may be higher or lower, provided that, in such cases, the fees of the Arbitral Tribunal will be fixed by the Administrator, following consultations with the Arbitral Tribunal, and shall be agreed expressly by all parties.
- The Arbitral Tribunal may charge for time spent travelling.
- The Arbitral Tribunal may charge for time reserved but not used as a result of late postponement or cancellation, provided that the basis for that charge has been advised in writing to, and approved by, the Administrator.

- The Arbitral Tribunal may recover such expenses as are reasonably incurred in connection with the Arbitration, and as are in a reasonable amount, provided that all claims for expenses should be supported by invoices or receipts.
- In the event of the revocation of the appointment of any Arbitrator, pursuant to the applicable provisions of the Arbitration Rules and the Fast Track Arbitration Rules, the Administrator shall decide upon the amount of fees and expenses to be paid for the former Arbitrator's services (if any) as it may consider appropriate in all the circumstances.

### 3. Deposits

- The Administrator will direct the Parties, in such proportions as it thinks appropriate, at its own discretion, or at the request of the Arbitral Tribunal, to make one or several interim or final payments on account of the costs of the Arbitration.
- The Arbitral Tribunal will not proceed with the Arbitration without ascertaining at all times from the Administrator that the requisite funds are in place.
- In the event that a party fails or refuses to provide any deposit as directed by the Administrator, the Administrator may direct the other party or parties to effect a substitute payment to allow the Arbitration to proceed (subject to any award on costs). In such circumstances, the party paying the substitute payment shall be entitled to recover that amount as a debt immediately due from the defaulting party.

### 4. Interim Payments

- When interim payments are required to cover the Administrator's charges or the Arbitral Tribunal's fees or expenses, including the fees or expenses of any expert appointed by the Arbitral Tribunal, such payments may be made by the Administrator out of deposits held.
- Any request by an Arbitrator for payment on account of his fees will be supported by a fee note, which will include, or be accompanied by, details of the time spent at the rates that have been advised to the Parties by the Administrator.
- The Administrator may, in any event, submit interim invoices in respect of all current Arbitrations, in March, June, September and December of each year, for payment direct by the Parties or from funds held on deposit.
- Any dispute regarding the Administrator's charges or the fees and expenses of the Arbitral Tribunal will be determined by the LCIA Court.

### 5. Other matters

- The Arbitral Tribunal's award(s) shall not be transmitted to the Parties unless and until the costs of the Arbitration have been fully paid to date. Value Added Tax (if applicable) will be added to all charges at the appropriate rate.
- The Administrator's fees and expenses will be invoiced in US dollars but may be paid in other convertible currencies at rates prevailing at the time of payment, provided that any transfer and/or currency exchange charges will be borne by the payer.
- The Arbitral Tribunal's fees may be invoiced either in the currency of account between the Arbitral Tribunal and the Parties or in US dollars; the Arbitral Tribunal's expenses may be invoiced in the currency in which they were incurred, or in US dollars.

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