

PROCEDURAL ORDER NO. 1

of 11 October 2024

in the Arbitral Proceedings FAI MOOT 100/2024 Green Hydro Plc. v. Equatoriana RenPower Ltd.

- I. Following the receipt of the file, the Arbitral Tribunal held a telephone conference with both Parties on 10 October 2024 to discuss the further conduct of the proceedings.
- II. The Arbitral Tribunal takes note of the fact that in the telephone conference of 10 October 2024, both Parties agreed:
 - to conduct the proceedings based on the 2024 FAI Arbitration Rules; and
 - to limit the first phase of the arbitral proceedings to the procedural questions and questions as to the law to be applied to the merits.
- III. In the light of these agreements and considerations, the Arbitral Tribunal hereby makes the following orders:
 1. In their next submissions and at the Oral Hearing in Vindobona (Hong Kong), the Parties are required to address the following issues:
 - a. Should the Arbitral Tribunal reject the claim for lack of jurisdiction or admissibility or as part of its discretion?
 - b. Should the Arbitral Tribunal order the exclusion of the documents Exhibits C 7 and R 3?
 - c. Is the CISG applicable to the Agreement?
 - d. If so, have the Parties validly excluded its application?

The Parties are free to decide in which order they address the various issues. **No further** questions going to the merits of the claims should be addressed at this stage of the proceedings, in particular no questions relating to the remedies requested and their availability. The Arbitral Tribunal reserves the right to raise them at a later stage should it consider that opportune in light of the Parties' submissions.

2. For their submissions the following Procedural Timetable applies:
 - a. CLAIMANT's Submission: no later than 12 December 2024;
 - b. RESPONDENT's Submission: no later than 30 January 2025.
3. The submissions are to be made in accordance with the Rules of the Moot agreed upon at the telephone conference.
4. It is undisputed between the Parties that Equatoriana, Mediterraneo, and Danubia are Contracting States of the CISG and Member States of the New York Convention. The general contract law of Mediterraneo and Danubia is a verbatim adoption of the UNIDROIT Principles on International Commercial Contracts. Equatoriana has included a provision in Art. 7.3 that governmental entities may always terminate contracts which have been concluded in the pursuance of a particular strategy if the government has changed the

strategy. In these cases, the counterparty has to be reimbursed for the costs incurred in connection with the contract.

All countries have adopted the UNCITRAL Model Law on International Commercial Arbitration with the 2006 amendments (Article 7 – Option 1).

5. There is consistent jurisprudence in all the countries concerned that in sales contracts governed by the CISG, the latter also applies to the conclusion and interpretation of the arbitration clause contained in such contracts, in so far as the applicable arbitration law does not contain any conflicting provisions.
6. In the event that Parties need further information, Requests for Clarification must be made in accordance with para. 29 of the Rules of Moot no later than 1 November 2024 via their online party (team) account. No team is allowed to submit more than ten questions.
7. Where an institution is participating in both Hong Kong and Vienna, the Hong Kong team should submit its questions together with those of the team participating in Vienna via the latter's account on the Vis website.

Clarifications must be categorized as follows:

- (1) Questions relating to the Parties involved and their business.
- (2) Questions relating to negotiation, drafting, and conclusion of the Purchase and Service Agreement including the dispute resolution clause.
- (3) Questions relating to the distribution of tasks between Claimant, Volta Transformer, P2G, and Green Ammonia.
- (4) Questions relating to the Parties' obligations concerning the green hydrogen plant.
- (5) Questions relating to the Parties' obligations concerning the two options.
- (6) Questions concerning the negotiation between the Parties after the Termination Letter.
- (7) Questions relating to the investigations against Mr. Deiman and the Exhibit R 3.
- (8) Questions concerning the applicable laws and rules.
- (9) Other questions.

- IV. Both Parties are invited to attend the Oral Hearing scheduled for 11 – 17 April 2025 in Vindobona, Danubia (30 March – 6 April in Hong Kong). The details concerning time and venue will be provided in due course.

Vindobona, 11 October 2024

For the Arbitral Tribunal

D. Greenhouse

Prof. Dolores Greenhouse
Presiding Arbitrator