

INTERNATIONAL CHAMBER OF COMMERCE

INTERNATIONAL COURT OF ARBITRATION

CASE NO. 17917/VRO

EMPLOY MEDIA LLC (U.S.A.)

Claimant

and

**INTERNET CORPORATION FOR ASSIGNED NAMES
AND NUMBERS (U.S.A.)**

Respondent

PROCEDURAL ORDER No 1

(issued pursuant to the 1998 Rules of Arbitration
of the International Chamber of Commerce)

The Arbitral Tribunal:

Contact Information Redacted



PROCEDURAL ORDER No 1

WHEREAS

This arbitration was commenced by the filing of Claimant's Request for Arbitration on 3 May 2011.

Respondent submitted an Answer to Claimant's Request for Arbitration on 22 July 2011.

The file was transmitted to the Arbitral Tribunal on 13 March 2012.

Terms of Reference were executed by the parties and the members of the Arbitral Tribunal and took effect on 9 May 2012.

The Arbitral Tribunal convened the parties to a preparatory conference which took place by telephone on 7 May 2012 and at which further procedural directions and the establishment of a procedural timetable were discussed.

At the preparatory conference the parties were able to agree upon a number of points concerning the conduct of the procedure but a measure of disagreement remained as to the appropriate length of the procedure and of the submissions. Following the preparatory conference the parties failed to resolve their disagreement and made representations with a view to obtaining directions from the Arbitral Tribunal.

A provisional timetable for the conduct of the proceedings (the "Provisional Timetable") is issued in a separate document and communicated to the Court and the Parties, in accordance with Article 18(4) of the ICC Rules, together with this Procedural Order.

WHEREFORE

The Arbitral Tribunal issues this Procedural Order (No 1) on 11 May 2012.

General

1. The rules governing the proceedings are the ICC Rules in force as from 1 January 1998 and, where these rules are silent, the rules that the Parties may agree, or, failing agreement between them, that the Arbitral Tribunal may from time to time determine.
2. The Arbitral Tribunal may be guided by the IBA Rules on the Taking of Evidence in International Arbitration but shall not be bound to apply these Rules.
3. The arbitration shall be conducted in accordance with the Provisional Timetable established and revised from time to time by the Arbitral Tribunal, after consultation with the Parties. It shall be open to the Arbitral Tribunal to modify the Provisional Timetable as it deems appropriate.
4. Requests for the fixing of time limits or for extensions of time shall be determined by the Chairman of the Arbitral Tribunal alone after such consultation with the other members of the Tribunal and the Parties as he considers appropriate.
5. The Chairman may sign procedural directions and determinations, including procedural orders, on behalf of the Arbitral Tribunal.
6. If urgent circumstances arise, the Chairman, acting alone, may issue procedural directions and determinations, including procedural orders, on a provisional basis. These are subject to revision by the Arbitral Tribunal.
7. The Arbitral Tribunal may supplement or amend any of the directions provided below and may accept late submissions in appropriate cases.

Written Submissions

8. The Parties shall respectively submit a full Statement of Claim and a full Statement of Defense on or before the dates indicated for such statements in the Provisional Timetable. The full statements shall not exceed 80 pages each, excluding the separate bundles of supporting documents.
9. In the full statements the Parties shall reformulate their arguments of fact and law, including their arguments concerning the applicable rules of law, and produce in separate bundles of exhibits all the available documents (including those already submitted with the Request for Arbitration and the Answer) and the legal authorities upon which they rely.
10. With the full statements the Parties shall also produce any witness statements and expert reports they wish to rely upon.
11. The Claimant and the Respondent shall submit respectively a Response to the Statement of Defense and a Rejoinder on or before the dates indicated for such documents in the Provisional Timetable. The Response and the Rejoinder shall not exceed 40 pages each, excluding the separate bundles of supporting documents.
12. With their Response and Rejoinder the Parties shall also produce any witness statements and expert reports they rely upon.
13. Each witness statement shall be in the form of an affidavit, signed and dated, constituting the direct testimony relied upon and shall contain the name, address and description of the witness, an identification photograph, an indication of the nature of the relationship with any of the Parties, a statement of the basis of the evidence (own perception, information received, whom, when and how), and a statement of availability of the witness for cross-examination.
14. Principals, directors or employees of the Parties shall be treated as witnesses of fact. The relationship of witnesses to one of the Parties will be considered in the

assessment of the weight to be given to the evidence they provide.

15. Documents submitted in the proceedings shall be accepted as having originated from the source indicated in the document and copies and translations thereof are accepted as true to the original unless a timely objection is made. The Arbitral Tribunal may at its discretion request the filing of original documents.
16. All documents shall be emailed or made available electronically, in a searchable format where possible, to the members of the Arbitral Tribunal. A hard copy shall also be transmitted to the Arbitral Tribunal and to the other Party.
17. All documents filed by the Parties in support of their submissions must be collected in binders or meant to be so inserted, each exhibit being numbered on the exhibit itself (first page) and identified by a divider with a tab showing the number of the exhibit.
18. The time limit for submission on each date indicated in the Procedural Timetable shall be 5PM Pacific Time (by email) followed by overnight courier for the arbitrators on the next business day.
19. The Parties shall continuously update a list of the exhibits and of other documents produced, such list comprising the following information, as the case may be:
 - . a brief description of the document (e.g. letter, memorandum, minutes, note, fax, e-mail, etc.);
 - . the date;
 - . the author and the addressee;
 - . a reference to the submission in support of which the exhibit is produced.
20. The Parties shall endeavor to produce a common bundle of the documents most referred to in the pleadings before the pre-hearing preparatory conference.

Hearing

21. Unless the Parties and the Arbitral Tribunal agree otherwise, a hearing will take place in Los Angeles, California, at the time indicated for this purpose in the

Provisional Timetable, preceded by a pre-hearing preparatory conference. On or before the date indicated in the Provisional Timetable, the parties shall provide a list of the fact and expert witnesses to be examined at the hearing, if any.

22. The hearing will provide an opportunity for oral argument to be presented by the Parties.

23. At the request of a Party or of its own motion, the Arbitral Tribunal may decide to hear witnesses at the hearing.

24. Unless otherwise ordered by the Arbitral Tribunal, witnesses will not be allowed to testify unless they have provided a report or a statement constituting their direct testimony. Conversely, all witnesses who produce a report or a statement must be available for cross-examination at the hearing

25. In principle, no new document shall be produced at the hearing.

26. The Parties will arrange for the daily transcription of the proceedings at the hearing.

Good Faith, Best Efforts and Waiver

27. The Parties shall in good faith assist the Arbitral Tribunal and use their best endeavors and their common effort to promote an economic and expeditious handling of these proceedings.

28. A Party who has actual knowledge that any provisions of, or requirements under, the applicable procedural rules or any direction given by the Arbitral Tribunal has not been complied with, and yet proceeds with the arbitration without promptly recording an objection to such non-compliance, shall be deemed to have waived its right to object.

Effect

29. This Order shall continue in effect unless and until amended by the Arbitral Tribunal. The terms of this Order may be varied by the Arbitral Tribunal acting on its own motion or at the request of a Party.

Notification

30. This Procedural Order is notified by electronic means. A copy of this Procedural Order is sent to the Secretariat of the ICC Court.

Place of Arbitration: Los Angeles, California, U.S.A.

Date: 11 May 2012

For the Arbitral Tribunal

Contact Information Redacted

