

16TH LAWASIA INTERNATIONAL MOOT COMPETITION

INTERNATIONAL ROUNDS
21 - 24 OCTOBER 2021
VIRTUAL MOOTS

LAWASIA
International Moot



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LAWASIA Design Philosophy

The design for this year's programme cover symbolises hope and optimism. In the face of the pandemic, we shall not succumb, yield nor surrender. Whilst we may not be able to Meet, the Sharing and Learning continues!

The chosen patterns on the programme cover are inspired by cheese and dairy products being the Mongolian artisanal food and also the subject matter of the Moot Problem for the 16th LAWASIA Moot Competition.

The variety of patterns signify the global progressivism and multiculturalism that LAWASIA Moot strives to promote as we continue to **Meet** (*albeit virtually*), **Share + Learn**.

Raphael Tay
Chair
LAWASIA Moot Standing Committee

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THE LAWASIA MOOT

About LAWASIA

LAWASIA is an international organization of lawyer's associations, individual lawyers, judges, legal academics, and others that focus on the interests and concerns of the legal profession in the Asia Pacific region. LAWASIA facilitates its member's participation in the most dynamics economic region in the world. Since its inception in 1966, LAWASIA has built an enviable reputation among lawyers, business people and governments, both within and outside the region, as a committed, productive and genuinely representative organization.

Find out more: <http://lawasia.asn.au/welcome>

About Mooting

The Moot Standing Committee acknowledges the importance of and observes that mooting has emerged as a critical component of legal education simply because it provides the skills training element for the fundamental skills necessary for a prospective lawyer. Indeed many leading law schools have either made mooting compulsory or forms an important part of the curriculum. Mooting offers a systematic training process of the essential skills of problem solving, legal analysis, drafting legal submissions and the development of public speaking. The ability to articulate one's thoughts and arguments condensing disparate, often conflicting legal authorities into succinct and persuasive arguments is arguably the single most important weaponry in the lawyer's arsenal.

Some Law Schools have yet to recognise the importance of mooting where it is considered an extracurricular activity confined to and organised by the student body. Such neglect cannot be allowed to continue if we are to raise the standards of our lawyers to meet the needs of a globalised world. We recognise that the constrains of individual Law Schools and for this reason the Committee would encourage all Law Schools not only to participate but hopes that its students would be encouraged to attend the Competition.

The competitiveness and the individualistic nature of mooting and lawyers are self evident. What is less obvious but equally important are the role of coaches and the coaching assistance rendered as the teams prepare for the written submissions and the oral competition. The coaching assistance represents further opportunities for the faculty in enhancing the educational value and overall experience to the students. Often the Moot Problem posed is in an area of the law that the students have little or no substantive knowledge in or may not have adequate background in comparative law. Obviously, students have not allowed such minor issues to dampen their interest and enthusiasm. Such handicaps have often been turned into educational forays into legal worlds hereto unknown to them thus enlarging and enriching their legal education.

The LAWASIA International Moot Competition provides this educational learning experience in an international environment. The networking of and the meeting of like-minded students across jurisdictions prepare them for a globalised world. Friendships are formed amongst students, relationships forged between participating law schools and useful contacts made by the stakeholders.

At its best, moot competitions are arenas where legal minds do battle under extreme conditions juggling between facts and the law where the best traditions of the Bar and Bench are simulated so as to impact young lives in preparation for their role in the cause of upholding the rule of law.

It is essential that law students are exposed to the concepts of the rule of law and an independent Judiciary. We quote The Hon Chief Justice Murray, AC who had this to say when addressing the National Judicial College of Australia on the 9th February, 2007, “An assurance that courts decide cases free from external influence in the form of pressure from governments or other powerful interests or favoritism of some litigants is basic. The ultimate test of such assurance is whether people believe that, in a legal contest between a citizen and a government, the judge will hold the scale of justice evenly. It is also important that people believe that judges are committed to deciding cases of all kinds, regardless of the identity of the parties, fairly and according to law.”

The late Tun Suffian in his Braddel Memorial Lecture in 1982, could not have summed it up any better when he professed, “In a multi-racial and multi religious society like yours and mine, while we judges cannot help being Malay or Chinese or Indian; or being Muslim or Buddhist or Hindu or whatever, we strive not to be too identified with any particular race or religion – so that nobody reading our judgment with our name deleted could with confidence identify our race or religion, and so that the various communities, especially minority communities, are assured that we will not allow their rights to be trampled underfoot.”

By involving sitting as well as retired Judges of eminence and integrity in the judging of the Competition the mooter is exposed to the names behind the personalities they only read of in law reports. In addition senior members of the Bar and general counsels from industry are also invited as judges of the Moot.

About the 16th LAWASIA International Moot 2021

It is with great pleasure that we, the LAWASIA International Moot Secretariat welcomes you all to the 16th anniversary of the LAWASIA International Moot Competition. A decade might not be very long time in the life of an organisation. However, during this short span, we have challenged the unchallenged and have travelled to various uncharted jurisdictions to deliver the LAWASIA International Moots along with the annual LAWASIA Conference. The LAWASIA International Moot Competition continues to bring mooting into the curriculum of law schools throughout the world and to serve as a platform for friendships to be forged. It has indeed been an enjoyable journey. Over 1,100 students have taken part in the LAWASIA International Moots and our alumni come from approximately 60 law schools from 30 different jurisdictions.

On our 15th Moot Competition last year, in light of the global pandemic, the LAWASIA Moot Secretariat made the decision to bring the Competition to a virtual platform. Whilst we may not be able to Meet, the Sharing and Learning continues! In this year's moot competition, students will be faced with a challenging problem with regards to International Dispute Resolution, Commercial Law and Contract Law. We look forward to seeing you virtually again this year!

OUR PHILOSOPHY CHAIR LAWASIA MOOT STANDING COMMITTEE



MEET, SHARE + LEARN

We meet to uphold the time honoured values and principles of humanity and celebrate the sharing of knowledge and ideas, and of learning whilst embracing the diversities of the world we live in, believing that man's greatest moment is a moment in time of warm embrace and acceptance for his fellow human being.

Legal jurists have since the time of the second century formulated theories to explain, understand and sometimes to interpret and supplement the body of man's knowledge in relation to his view of the world. The Roman, Gaius articulated the "law of nations" as a law that is "common to all men". In 1625, Hugo Grotius further developed the "law common to all men" to include men of other faiths, the Muslims, Hindus, Jews and Chinese. Jeremy Bentham wrote the "Principles of International Law" in 1789 describing the foreigner oriented law. Immanuel Kant the great thinker and philosopher's concept of a republic linked to human rights, the right of nations and cosmopolitan law was instructive and even more so relevant today. The concept can be seen as a forerunner of the Universal Declaration of Human Rights, sharing with it the idea that some rights have a universal value no matter what one's political, social, cultural or religious leanings are.

The idea of an interdependent world re-emerged out of the ashes of destruction and devastation of the two World Wars in the Twentieth Century. With global interdependence gradually replacing the ideological and political struggles, Philip C Jessup in 1956 noted and recognized that the governance of human affairs could not be artificially confined and restrained by artificial boundaries of political states. He had conceptualized a new framework in the study of inter-state relationships which he termed "transnational law". It was to include all rules, norms or customs which regulates actions or events of all actors, relationships between states, relationships between state and non-state actors, public and private international law, of domestic and international law dichotomy that transcends national frontiers. It embraced a wider and more comprehensive world view of global human interaction, of business, and commercial; of constitutional, administrative, and political affairs; of litigation and negotiation; and of human rights, public interest and civil rights.

In the last fifty or so years saw the creation of various permanent and semi permanent international tribunals created by international treaties or by international agencies of world bodies to adjudicate and settle the increasing conflict between the various actors brought about by the ever increasing human interaction across national borders. Parallel to this development was the establishment of international and regional arbitral centers which catered to the private commercial disputes of business. This rapid interdependency expedited by technological advances gave birth to an era which we now termed as “Globalization” which had and continues to significantly change the nature of these challenges. Even as such advancement and optimization of global networks be they financial markets or global supply chains create opportunity it is equally susceptible to crises.

In 1960, Sirimavo Bandaranaike became the world's first woman Prime Minister in an unprecedented Sri Lankan election which was made all the more incredulous being a male dominated society. Not long thereafter, Neil Armstrong becomes the first man to walk on the moon in 1969 bearing testimony to the final frontier. The fall of Saigon in 1975 marked the end of the Vietnam War. Hong Kong reverted back to China in 1997 after 156 years under British control. 1989 saw one of the greatest pro-democracy rallies in Tianan Men Square which shocked the world at large. Following that, Nelson Mandela, after serving 27 long years behind bars was finally released in 1990 and became the first black President of South Africa. Apollo 13 was turned from the certainty of tragic human disaster by human values deeply rooted into the human mindset that tells us what is important. The mission was no longer about success. It was about something far more important: it was about caring for our fellow human beings. “Failure is not an option,” Gene Kranz, lead flight director for Mission Control told his ground crew at Houston. The Berlin Wall falls in 1990 after separating Germany for more than a quarter of a century. In 1995 Microsoft released the Windows 95 operating system, Martina Hingis at 15 years 282 days became the youngest person in history to win at Wimbledon the following year. iMac is unveiled by Apple in 1998. In the same year the U.S. Embassies in Dar es Salaam, Tanzania and Nairobi, Kenya are bombed killing 224 people and Exxon acquires Mobil for US\$73.7 billion creating the largest company on planet Earth! The terrorist attack on the World Trade Centre takes place on September, 11th, 2001. The Asian Tsunami strikes on Boxing Day 2004 after a undersea earthquake measuring 9.3 on the Richter Scale. In 2009, a black man is elected to the highest office in arguably the world's only super power, unimaginable a generation ago. And we are now in the midst of the worst global financial and economic crisis since the Great Depression. Each and every event affects another human soul. In all its forms of human endeavors throughout history, achievements and challenges bring out the best and the worst of the human condition. The management of human interaction so crucial in a civilized world is made all the more important as the world becomes increasing closer.

The LAWASIA Moot Standing Committee recognizes the dependency of peoples and nations in an increasing complex and challenging global environment. Upholding the rule of law, equality and justice, equal opportunity and access for all, the environment, genocide, cultural and racial superiority, bigotry, dictatorships even benevolent ones and terrorism are some of challenges confronting us. We recognise that the law and civil institutions of democracy together with institutions of dispute resolution alone are not the answers to man's problems. A new generation of men and women sworn to uphold the cause of justice with character, faith, integrity and fortitude is the best hope we have. So we hope, without being naive that the world we live in will change as we choose to embrace change itself so that we might see change in the world. Gandhi so eloquently put it, "You must be the change you wish to see in the world."

The competition shall therefore not be limited to any particular area of the law or a specific international dispute resolution forum or mechanism but may be changed from year to year mirroring current global concerns. Similarly the forum shall accordingly reflect the selected area of law. The competition is not just about winning but of fulfilling one's potential. Of a voyage of self discovery, building bridges and forging relationships with every tongue and tribe remembering that we have been created equal.

We celebrate the global citizen whose common heritage, shared values and universal legacy that makes us human are intertwined like a cord of three strands that is not easily broken. We share in a common hope and of a common dream that man shall overcome every adversity and challenge against impossible odds with unyielding faith in our improbable quest to sow the seeds of a better tomorrow through legal education and the law. It is an opportunity for all of us who are bound together by a common and shared interest in the law to do the right thing for a future generation, for in them lies the seeds of our collective destiny.

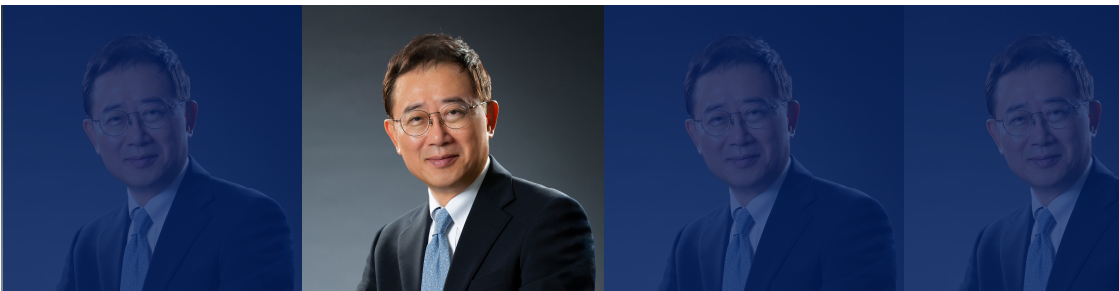
Ours is the audacity to believe.

Raphael Tay

Chair

LAWASIA Moot Standing Committee

WELCOME MESSAGE PRESIDENT OF LAWASIA



As the President of LAWASIA, it is my great pleasure to welcome all participants to the 2021 LAWASIA International Moot competition.

One of our missions at LAWASIA is to enhance the knowledge and quality of practice of young lawyers in the Asia and Pacific region through legal education and training. LAWASIA recognises the very important role of young lawyers and provides various opportunities to support their development including unique membership for young lawyers. As a key component of a legal education, mooting offers an invaluable training opportunity to develop the fundamental skills required of prospective lawyers.

We at LAWASIA are proud that the annual moot competition continues to support our key objective of advancing the standard of legal education within the region by all practicable means. It brings me great joy that, despite the continued challenges we are all facing, we can join together for this wonderful initiative of learning, development and collaboration.

I look forward to sharing the experience of this year's competition with you and I wish you all the best of luck.

Yours sincerely,

Chunghwan Choi
President, LAWASIA

MOOT PROBLEM 2021

BACKGROUND FACTS

Dominic LeClerc is an elite jetsetter and the Chief Executive Officer of LeClerc & Co. – a prestigious and internationally renowned family-owned business headquartered in Lyon, France. LeClerc & Co. has three primary areas of specialism – hospitality and wine and cheese production.

Under the hospitality arm, LeClerc & Co. operates the 3-Michelin Star boutique restaurant – Le Cygne Dansant – which has won accolades for its Wednesday evening dégustation menu comprised of a global range of artisanal foods. Le Cygne Dansant has three branches in France – Bordeaux, Lyon and Paris – as well as 6 other successful branches in Amsterdam, London, Moscow, New York, Sydney and Tokyo.

The company's wine production business originates from the LeClerc family's centuries old vineyard in the Rhône Valley and also encompasses a cheese production business based in the Rhône-Alpes, both of which feature heavily in the artisanal foods featured at Le Cygne Dansant.

Following a long overdue trip to Singapore in the summer of 2017, Mr. LeClerc had developed a strong desire to expand LeClerc & Co.'s footprint in Asia. However, Mr. LeClerc was desirous of expanding LeClerc & Co. by focusing the company's efforts on the untapped potential in developing Asian economies as opposed to developed economies. Further, given LeClerc & Co.'s commitment to enhancing corporate social responsibility, Mr. LeClerc was also keen on using the new Asian-arm of LeClerc & Co. to provide educational scholarships to students from underprivileged backgrounds in Asia who were passionate about forging a career in the hospitality and wine making industries.

Luck seemed to have landed on Mr. LeClerc's lap when he made a business trip to Mongolia in the winter of 2018 after hearing rave reviews from his colleague about the high quality and tasty cheese made out of Mongolian yak milk. During his Mongolian adventure, Mr. LeClerc bumped into an old friend from Malaysia, Dato' Daniel Lee, who happened to go to business school with him at Northwestern University 15 years prior.

Dato' Daniel is the CEO of Malaysian Glory Berhad which operates a number of high-end, award-winning hotels and resorts throughout the Asia-Pacific Region, with Malaysia having the highest number of resorts and luxury boutique hotels in the Malaysian Glory Group. Each hotel in the Malaysian Glory Group houses at least three independent restaurants which feature a diverse range of Asian and international cuisines. However, over the past 24 months, a number of the restaurants housed in Malaysian Glory Group's hotels in major metropolitan cities across the Asia-Pacific region have broken their lease with Malaysian Glory Berhad after being poached by competitor hotel chains to set up shop under more competitive terms. This unexpected departure has had significant financial repercussions for the Malaysian Glory Group. As such, Dato' Daniel has been intently looking for an opportunity that would revitalise the culinary arm of the Malaysian Glory Group whilst boosting Malaysian Glory Berhad's overall profitability.

Whilst reminiscing about old times, Mr. LeClerc and Dato' Daniel casually started discussing that their companies should try collaborating with each other on a venture that would shake up the artisanal food market in the Asia-Pacific region. As such, they came up with a business plan which involved LeClerc & Co. and Malaysian Glory Berhad establishing an artisanal cheese manufacturing venture using Mongolian yak milk, and the distribution of such cheese across the Asia-Pacific region through Malaysian Glory Berhad's Asian network.

The artisanal cheese was envisaged to contain a special fusion of Eastern and Western flavours that results in a distinctive taste that cannot be obtained from similar products on the market. For this reason, Mr. LeClerc and Dato' Daniel agreed that the artisanal cheese product line, once established, should be called "The Hidden Gems of Asia".

Both Mr. LeClerc and Dato' Daniel Lee also intend to create a luxury boutique hotel in Kuala Lumpur with artisanal concepts (i.e. the use of artisanal toiletries and décor and the service of artisanal foods and beverages to customers) that would set it apart from its competitors in tourism and hospitalities industries, the profits of which would be used, in part, to fund the educational scholarships envisioned by Mr. LeClerc.



PARTNER
Ms. Zita Wu Wei
Mr. Ryan Uppland

Address
Unit 20-15, Tower 1, Avenue 3A, The
Horizon
Jalan Kerinchi, Bangsar South, 59200
Kuala Lumpur

Tel: (03) 2271- 1777
Fax: (03) 2251- 1777

Email: zita@zwz.com.my
ryan@zwz.com.my

Website: www.zwzassociates.com.my

5th October 2020

ASIAN INTERNATIONAL ARBITRATION CENTRE (AIAC)
Bangunan Sulaiman
Jalan Sultan Hishamuddin
50000 Kuala Lumpur
Malaysia

Attn: Director of the AIAC

Dear Sir,

**IN THE MATTER OF AN AIAC ARBITRATION BETWEEN MALAYSIAN GLORY
BERHAD (CLAIMANT) AND LECLERC&CO (RESPONDENT)**

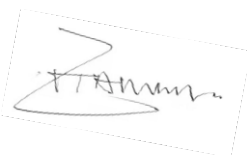
We write to commence arbitral proceedings pursuant to Rule 2 of the AIAC Arbitration Rules 2018. Please find the attached:

- (i) a copy of the Notice of Arbitration dated on 17th September 2020 ("NoA") along with the proof of service upon the Respondent;
- (ii) a copy of the Manufacturing, Sale and Transportation Agreement dated 16th October 2019 which contains the arbitration agreement (cf. Article 13 of the Manufacturing Sale and Transportation Agreement);

- (iii) proof of payment of the non-refundable registration fee amounting to USD795.00.

Should you have further questions, please do not hesitate to contact us.

Thank you.

A handwritten signature in black ink, appearing to read 'Zita Wu Wei', enclosed within a dashed rectangular border.A handwritten signature in black ink, appearing to read 'Ryan Uppland', written in a cursive style.

ZITA WU WEI & RYAN UPPLAND
Z&W&Z Associates
Representative of the Claimant

cc.
LECLERC & CO
31, rue de Pasteur, Lyon, Rhône-Alpes 69007, France

Attention: Mr. Amin Chausse [amin@lcc.fr]
Mr. Dominic LeClerc [dom@lcc.fr]



PARTNER

Ms. Zita Wu Wei
Mr. Ryan Uppland

Address

Unit 20-15, Tower 1, Avenue 3A, The
Horizon
Jalan Kerinchi, Bangsar South, 59200
Kuala Lumpur

Tel: (03) 2271- 1777

Fax: (03) 2251- 1777

Email: zita@zwz.com.myryan@zwz.com.myWebsite: www.zwzassociates.com.my17th September 2020**LECLERC & CO**

31, rue de Pasteur
Lyon, Rhône-Alpes 69007
France

Attention: Mr. Amin Chausse [amin@icc.fr] / Mr. Dominic LeClerc [dom@icc.fr]**Dear Sirs,**

Kindly be informed that we are representing Malaysian Glory Berhad, and we are commencing arbitral proceedings against your company pursuant to Article 13 of the Manufacturing, Sale and Transportation Agreement dated 16th October 2019 under the Asian International Arbitration Centre ("AIAC") Arbitration Rules 2018.

Please find enclosed our Notice of Arbitration dated 17th September 2020, along with its five (5) relevant attachments.

Should you have further questions, please do not hesitate to contact us.

ZITA WU WEI AND RYAN UPPLAND

A handwritten signature in blue ink, appearing to read 'Zita Wu Wei', enclosed within a dashed rectangular border.

A handwritten signature in blue ink, appearing to read 'Ryan Uppland', enclosed within a dashed rectangular border.

Z&W&Z Associates

Representative of the Claimant



**IN THE MATTER OF AN AIAC ARBITRATION PURSUANT TO THE AIAC
ARBITRATION RULES 2018**

BETWEEN

MALAYSIAN GLORY BERHAD
(CLAIMANT)

-AND-

LECLERC & CO
(RESPONDENT)

NOTICE OF ARBITRATION



Z&W&Z ASSOCIATES

Unit 20-15, Tower 1, Avenue 3A, The Horizon
Jalan Kerinchi, Bangsar South, 59200 Kuala Lumpur

17th September 2020

I. INTRODUCTION

1. This NoA, together with the Exhibits numbered CL-1 to CL-3, is submitted on behalf of Malaysian Glory Berhad (“**Claimant**”) pursuant to Article 13 of the Manufacturing, Sale and Transportation Agreement dated 16th October 2019 (“**MST Agreement**”) against LeClerc & Co (“**Respondent**”). The Claimant and Respondent are collectively referred to as the “**Parties.**”
2. Pursuant to Article 3 of the AIAC Arbitration Rules 2018, this NoA contains the following information:
 - (a) Factual background and a demand that the dispute is to be referred to arbitration (I);
 - (b) The names and contact details of the Parties (II);
 - (c) Identification of the Parties’ contract and a brief description of the claim (III);
 - (d) Identification of the method of conducting arbitration proceedings and document production (IV);
 - (e) Identification of the Arbitration Agreement that is Invoked (V);
 - (f) The relief sought (VI).
3. This dispute primarily concerns, inter alia, the failure of the Respondent to manufacture and deliver the goods in accordance with the requirements under the MST Agreement.

II. THE PARTIES

A. CLAIMANT

4. The Claimant is a company based and registered in Malaysia with the registered business address at Lot 84, Jalan Manis, Taman Mutiara, 53200 Cheras, Selangor Darul Ehsan, Malaysia. The Claimant operates a high-end hotel chain which has award-winning hotels throughout the Asia-Pacific Region, with Malaysia having the highest number of resorts and luxury boutique hotels in the MG Group – the collective term used for all the hotels in the chain. The Claimant’s CEO is Dato’ Daniel Lee.
5. The Claimant’s representative, to whom all correspondence should be addressed in this arbitration, is:

Z&W&Z ASSOCIATES

Unit 20-15, Tower 1, Avenue 3A
 The Horizon
 Jalan Kerinchi, Bangsar South
 59200 Kuala Lumpur
 Malaysia

Attention: Ms. Zita Wuwei [Email: zita@zwz.com.my]
 Mr. Ryan Uppland [Email: ryan@zwz.com.my]

B. RESPONDENT

6. The Respondent, LeClerc & Co., is family-owned hospitality, wine and cheese production business headquartered in Lyon, France with the registered business address at 31, rue de Pasteur, Lyon, Rhône-Alpes 69007, France. The majority shareholder and the CEO is Mr. Dominic LeClerc.
7. At this point in time, we are unaware of the Respondent's representative. However, all correspondence to the Respondent has been copied to the Respondent's General Counsel, Mr. Amin Chausse (amin@lcc.fr) as well as to Mr. LeClerc (dom@lcc.fr).

III. **THE PARTIES' CONTRACT AND NATURE OF THE PARTIES' DISPUTE**

A. FACTUAL BACKGROUND

9. On 10th January 2019, the Parties entered into a Production & Sales Agreement ("**P&S Agreement**"). Pursuant to the P&S Agreement, the Parties were to collaboratively create a product line to be marketed as "**The Hidden Gems of Asia**" whereby 6 unique flavours of cheese, representative of 6 quintessential Asian flavours would be created using Mongolian Yak Milk as well as the Respondent's secret cheese-making recipe ("**Respondent's Secret Recipe**") and the Claimant's signature recipe for each of the identified Asian cuisines ("**Claimant's Signature Recipes**"). The P&S Agreement set out that The Hidden Gems of Asia artisanal cheese would be developed, sampled and distributed by the Parties for sole use in a new boutique hotel that the Parties had agreed to jointly establish pursuant to a separate agreement.
10. The identification and preliminary trial phase of the product line was to be completed within 5 months of the execution of the P&S Agreement. Thereafter, once the product line had been sampled and approved by the Claimant, the Respondent was required to transport, by air, 300 cheese wheels comprised of 4.0lbs of an equal selection of The Hidden Gems of Asia product line for the price of USD95.00 per unit by 15th June 2019. The Hidden Gems of Asia product line would initially be featured at the grand opening ceremony of Le Paradis Tropical ("**LPT**") – the new boutique hotel established by the Parties – on the condition that if the launch of the artisanal cheese is successful, the Claimant would have rights to the exclusive distributorship of The Hidden Gems of Asia product line in selected hotels and resorts in the MG Group.

11. Between January and May 2019, the Parties successfully completed their respective obligations pursuant to the identification and creation phase of the P&S Agreement whereby the following cheese flavours formed the inaugural The Hidden Gems of Asia product line:
 - Basking in Baingan;
 - Cheeky Cendol;
 - Fireball Kimchi;
 - Nuts about Peanut Candy;
 - Sizzling Sambal; and
 - Sunny Papaya Salad (collectively, the “Products”).
12. On 1st July 2019, LPT held a grand opening ceremony that attracted, most notably, millennials customers, diplomats and entrepreneurs. The Hidden Gems of Asia artisanal cheese was definitely the star of the show and was much loved by the customers. Since the opening ceremony and the launch of The Hidden Gems of Asia line, the artisanal cheese has been promoted widely by public personalities through social media platforms, such as Instagram, Tiktok and Live Reels, and has also received highly positive reviews on a number of food blogs. To maintain the uniqueness of and interest in The Hidden Gems of Asia artisanal cheese, the team at LPT has been serving the artisanal cheese on a limited basis, with a fortnightly by-invite-only degustation event which showcases samples of the hotel’s latest mouth-watering creations using the artisanal cheese.
13. Following the success of The Hidden Gems of Asia launch and in accordance with the P&S Agreement, the Parties executed the MST Agreement on 16th October 2019, which, in effect, varied and superseded the P&S Agreement. Pursuant to the MST Agreement, the Respondent was required to sell, transport and deliver 80,000 semi-hard cheese wheels weighing 4.0lb each and representing an equal share of the Products (see **CL. EXHIBIT 1 – MST AGREEMENT**).
14. The Respondent’s Secret Recipe required the Products to be aged for a period of at least 8 weeks with a maximum aging period of 12 weeks. Following the aging process, the Products would retain a shelf-life of 45 days, provided that they are kept in proper refrigeration conditions, and after being removed from the packaging, the Products needed to be consumed within 7 days. Due to the unique properties of the ingredients used to make the Products, the Respondent had advised the Claimant that Products which are aged beyond the 12-week period, especially at sub-optimal temperatures, would have a high chance of spoilage prior to unpackaging and consumption.

15. Pursuant to Clause 6(c) of the MST Agreement, the Products were to be delivered by the Respondent to the Claimant in batches of 4 shipment, as follows:
 - a. 1st Shipment – 20,000 units to be delivered by 5th January 2020;
 - b. 2nd Shipment – 20,000 units to be delivered by 5th March 2020;
 - c. 3rd Shipment – 20,000 units to be delivered by 5th May 2020; and
 - d. 4th Shipment – 20,000 units to be delivered by 5th July 2020.
16. The Parties had also agreed that the time of shipment, the Products must have been aged for at least 7.5 weeks to ensure that while in transit, the Products could age for a maximum of another 2 weeks to acquire optimal taste.
17. Clause 7 of the MST Agreement stipulated that the Products would be transported by the Respondent on Carriage Paid To (CPT) terms, subject to the agreed modifications by the Parties. Specifically, although the relevant clause makes reference to the “carriage” of the Products, the Parties had agreed that the Respondent’s financial liability for any carriage would be limited to export costs and the costs of engaging any logistics supplier to transport the Products – all other carriage costs, although initially payable by the Respondent, would be reimbursed by the Claimant in due course.
18. The 1st and 2nd shipments used the carrier “Easy A” to transport the goods and there were no issues. The 3rd shipment used the carrier “Afternoon Delight” due to heightened freight prices attributable to the COVID-19 pandemic. Immediately following receipt of the first three shipments, the Claimant distributed the Products to its hotel chains, as well as to other domestic and international artisanal food retailers. These included several high-end hotel groups with whom the Claimant has had ongoing supply agreements with.
19. At the time of the 4th shipment, the Respondent informed the Claimant that it had obtained 3 shipping quotes from the carriers Afternoon Delight, Kuljao Semsai and Pulau Lama and that Kuljao Semsai’s quote was the most competitive. The Claimant consequently agreed to accept Kuljao Semsai’s quote. In contravention of the Claimant’s instruction, the Respondent engaged Pulau Lama to transport the 4th shipment of the Products.
20. On 29th June 2020, the Claimant received an email from the Respondent, notifying the Claimant of an indefinite delay in the delivery of the 4th Shipment due to an unexpected incident on the shipping route. This was the first point in the Respondent informed the Claimant that the Products would be transported by Pulau Lama and not Kuljao Semsai as previously agreed. The Claimant considers the Respondent’s actions to be a gross breach of trust given that the Respondent had been expressly informed by the Claimant that it would not be agreeable to the transport of the Products by carriers such as Pulau Lama given that there were rumoured to be issues with the refrigeration plants on the ships owned by Pulau Lama (see **CL. EXHIBIT 2 – WITNESS STATEMENT OF KAIR RAMAN DATED 3RD SEPTEMBER 2020**).

21. On 30th June 2020, the Claimant requested the Respondent to confirm that the delay in delivery would not affect the quality of the Products, as this remains of utmost importance. The Respondent assured the Claimant of the same in its correspondence of even date.
22. On 23rd July 2020, the Claimant received a notification by the Food Safety and Quality Division of the Ministry of Health, Malaysia that the consignment contained in the 4th Shipment, which had arrived at Port Klang on 16th July 2020, had been detained and was found to be not in accordance with the Food Act 1983, and therefore, was unsafe for consumption. The Claimant was also notified that the consignment was subsequently disposed of by the authorities on 18th July 2020 pursuant to Section 4(11) of the Food Act 1983.
23. The disposal of the Products by the Ministry of Health had a devastating impact on the Claimant's reputation. Following the incident, the Claimant was required to reach out to its distribution network, both within Malaysia and in the wider Asia-Pacific region, to explain its inability to provide supply of the Products for the time being. To make matters worse, the Claimant had previously committed to deliver 20,000 wheels of the Products to the organisers of the KL Cheese-y Festival 2020 by 26th July 2020. The Claimant was looking forward to showcasing its range of artisanal cheese products to a group of artisanal retailers and hotel chains from other regions of Southeast Asia, for the opportunity to be selected as a potential exclusive supplier to these retailers and hotel chains and the opportunity to setup and operate an artisanal dining experience with each of these hotel chains, the estimated earnings of which approximated to USD3.3M per annum. This opportunity is now lost as a result of the unsuccessful delivery of the last shipment. Not only did the Claimant have had to apologise to the organisers, but a news article suggested that the Claimant was now blacklisted by KL's artisanal cheese community. It is thus clear that as a result of the Respondent's breach, the Claimant had not only suffered losses resulting thereof, but it had also incurred reputational harm, especially from the Claimant's distribution network and the artisanal food community.
24. By email dated 6th August 2020, the Claimant notified the Respondent that the delivery of the 4th shipment was not in conformity of the terms and conditions contained the MST Agreement, as the shipment was deemed spoilit and unsafe for consumption upon arrival at Port Klang. The Claimant contended that this failure to deliver conforming goods amounted to a fundamental breach of the terms of the MST Agreement by the Respondent and enlivened the Claimant's right to avoid the MST Agreement as a whole for the breach.

B. LEGAL BASIS OF CLAIM

25. The Respondent has fundamentally breached the MST Agreement by failing to deliver the Products in conformity with the MST Agreement. Clause 4 of the MST Agreement clearly provides that the Products to be delivered to the Claimant must at all times be of excellent quality and safe to be consumed, in accordance with the requirements of the Food Act 1983, Food Regulations 1985 as well as the Regulations for the Importation of Milk and Milk Products into Malaysia issued by the Malaysian Department of Veterinary Services under the Ministry of Agriculture and Agro-Based Industries.
26. Clause 14 of the MST Agreement also provides that in delivering the Products, time is of the essence. The Respondent has clearly breached this Clause by the delay in completing delivery of the 4th shipment. The Claimant also wishes to point out that at that time, the Claimant was still willing to continue accepting the shipment even though there was delay, by relying on the Respondent's assurance that the delay would not affect the quality of the shipment.
27. As the Parties have expressly agreed to opt in to the CISG, as evident in Clause 16 of the MST Agreement, the Claimant is thus relying on the provisions thereof to exercise the right to avoidance. Specific reference is made to Article 35 of the CISG to support the Claimant's right of avoidance.
28. The Respondent's breach of the MST Agreement also amounts to a fundamental breach under Article 25 of the CISG, as the breach had resulted in such detriment to the Claimant as to substantially to deprive the Claimant of what it was entitled to expect under the MST Agreement.
29. As a result, the Claimant is entitled to exercise its right of avoidance pursuant to Article 49 of the CISG. The Parties have previously also contemplated that a fundamental breach of the contract would lead to a right of avoidance. The Claimant thus now seek the refund of the payment previously made to the Respondent under the MST Agreement.
30. The Claimant also contends that the predicament the Respondent found itself in at the time of the delivery of the 4th shipment was certainly foreseeable and avoidable as the Respondent had knowledge of Pulau Lama having issues with the transportation of temperature-sensitive goods and the Respondent failed to procure the Claimant's consent prior to procuring Pulau Lama's transportation services.

IV. IDENTIFICATION OF THE METHOD OF CONDUCTING ARBITRATION PROCEEDINGS AND DOCUMENTS PRODUCTION

A. The Arbitration Proceeding Shall be Conducted on a Documents-Only Basis

31. The Claimant proposes that the arbitration shall be conducted on a documents-only basis as clearly written in the MST Agreement signed by the Parties. The entire arbitration proceedings shall be based on the written submissions from the Parties. There is no legal basis or de facto necessity of having an oral hearing for cross-examinations or for the appearance of witnesses.
32. Article 12 of the MST Agreement clearly states that “The Parties further agree that where perishable goods are involved, the arbitration is to proceed on a documents-only basis...” This indicates that both Parties are fully aware of the application of the documents-only arbitration and had already waived their rights for oral hearings when the MST Agreement was signed.
33. Few weeks before signing the MST Agreement, on 27th September 2019, the Claimant’s Head of Legal, Mr. Richard Chang, sent a revised P&S Agreement to the General Counsel of the Respondent, Mr. Amin Chausse. In this correspondence, the Claimant listed notable changes to the MST Agreement and reminded the Respondent that the dispute settlement shall proceed on a documents-only basis. It was further emphasised that since the dispute involves perishable goods, documents-only arbitration is the way to go to ensure efficiency and efficacy.
34. In his response on 10th October 2019, Mr. Chausse accepted the Claimant’s proposed changes of the dispute resolution clause (see **CL. EXHIBIT 3 - Pre-contractual Communications between Malaysian Glory Berhad and LeClerc & Co**). Therefore, the Claimant believes that the Respondent is fully aware of the method of conducting the arbitration proceedings and the Parties have already agreed on the documents-only arbitration.
35. In addition to the MST Agreement, pursuant to Rule 6 of the AIAC Arbitration Rules 2018 (the “Rules”), the arbitral tribunal may conduct the arbitration in such manner as it deems appropriate. In the present case, the Products lying at the heart of the dispute are certainly perishable goods, which squarely falls within the default documents-only arbitration provision in the MST Agreement. Further, Article 17 of the Rules also specifies that the arbitral tribunal may “conduct the arbitration in such manner as it considers appropriate” and “to avoid unnecessary delay and expense and to provide a fair and efficient process for resolving the Parties’ dispute.” Consequentially, the Claimant considers the documents-only arbitration is both a time and cost-efficient form of arbitration that is most suitable for the present dispute, as it enables the tribunal to render the award in a shorter time-frame, thereby allowing the Claimant to more swiftly obtain its remedy.

36. The Claimant avers that the Respondent will not be absolved of its rights to present its arguments in a documents-only arbitration. The Claimant believes that the arbitral tribunal will ensure both parties are given an equal opportunity to present their case in such a proceeding. Moreover, the Claimant still welcomes any of the Respondent's witnesses and/or experts presenting evidence by way of submitting written statements, where necessary.
- B. Claimant's Request for Disclose the Respondent's Secret Recipe
37. The Claimant specifically requests that it is to be given full access to the Respondent's Secret Recipe and The Hidden Gems of Asia Recipes ("HGA Recipes").
 38. During the product development stage under the P&S Agreement, the Claimant's culinary science experts had informed the Claimant that the composition of the Products was originally between 35-45% of the Respondent's Secret Recipe and 45-55% of the Claimant's Signature Recipes. In this regard, it is apparent that the Claimant's Signature Recipe plays a greater role in the creation of the Products than the Respondent's Secret Recipe.
 39. At this juncture, the essence of the Claimant's Signature Recipes needs to be explained. The Claimant's Signature Recipes were the brainchild of Dato' Daniel who went as far as hiring culinary science experts to identify the parts of the Claimant's Signature Recipe that should be mixed with the Respondent's Secret Recipe for the artisanal cheese to acquire optimal taste. Most importantly, the Claimant's Signature Recipes also lay out the precise manufacturing and fermentation process of the Hidden Gems of Asia products. Dato' Daniel firmly believes that this fermentation process is the key to storage longevity of the fresh products – this is also something that Mr. LeClerc expressed to Dato' Daniel that he shared a conviction for.
 40. Following the product development stage, the Claimant's culinary science experts had a project milestone debriefing with the Claimant's Management Team. During this meeting, the Claimant was informed that the Respondent's culinary experts had been experimenting with the Respondent's Secret Recipe and the Claimant's Signature Recipes to ascertain how the HGA Recipes could be modified to reduce the Respondent's production overheads in developing the Products. The Claimant's culinary experts claimed that 4 out of the 15 trials resulted in the rapid spoilage of the sample artisanal cheese within 8 or fewer weeks from the date of production, primarily due to non-adherence with the fermentation requirements of the Claimant's Signature Recipes.

41. Although the Claimant has been open with sharing its Signature Recipes with the Respondent, the Respondent, to date, has neither shared its Secret Recipe nor the final HGA Recipes with the Claimant. In fact, when broached on this issue, Mr. LeClerc had informed Dato' Daniel he did not want to "bring down the wrath of his grand-père by revealing a family secret." Out of respect for Mr. LeClerc's family values, Dato' Daniel did not press this issue any further.
42. Nonetheless, the Claimant now insists on gaining access to the Respondent's Secret Recipe and the HGA Recipes. This is because the Claimant highly suspects that a key driver behind the spoilage, and consequent disposal of the shipped products by the authorities on 20th July 2020, was attributable to the Respondent's serious alteration of the composition and measurements of the ingredients of the HGA Recipes, of which the Respondent's Secret Recipe forms an integral part, as well as non-adherence to the essential fermentation process that had been maintained in the Claimant's Signature Recipes for decades. This, in turn, would have accelerated the defects in the cheese due to the proliferation of yeast when the 4th shipment was delayed.
43. Further, the Claimant has recently been made aware that the Respondent is in the early stages of negotiations with an artisanal foods retailer in Singapore to produce and sell a line of artisanal cheese that is highly comparable to the Hidden Gems of Asia product line (see **CL. EXHIBIT 4 – BUSILEAKS POST ON TRENDY HENRY DATED 30TH AUGUST 2020**). This is in breach of the MST Agreement and the Respondent needs to be enjoined from taking any further steps in this regard.
44. The Claimant also requests the arbitral tribunal to implement the Prague Rules on the Efficient Conduct of Proceedings in International Arbitration ("Prague Rules") in keeping with the cost-efficient and time-saving procedures for documents-only arbitrations. The Claimant relies on Article 4.2(a) of the Prague Rules as it believes that the Respondent's Secret Recipe is "relevant and material to the outcome of the case". In anticipation of the Respondent's counterargument on this point, the Claimant requests the arbitral tribunal to draw an adverse inference pursuant to Article 10 of the Prague Rules, should the Respondent refuse to provide its Secret Recipe.

V. INDENTIFICATION OF THE ARBITRATION AGREEMENT THAT IS INVOKED

A. The Arbitration Clause

45. This arbitration is initiated pursuant to the arbitration agreement found at Article 13 of the MST Agreement, which is as follows:

“Article 13. Dispute Resolution

Any dispute, controversy or claim arising out of or in connection with the interpretation of this Agreement between the Supplier and the Buyer, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Asian International Arbitration Centre in Kuala Lumpur, Malaysia. The seat of arbitration shall be Kuala Lumpur, Malaysia. The language to be used in the arbitral proceedings shall be English. All disputes shall be resolved by a panel of three (3) arbitrators, of whom one shall be appointed by each Party. The Presiding Arbitrator shall be appointed by the Director of the Asian International Arbitration Centre. The Parties further agree that where perishable goods are involved, the arbitration is to proceed on a documents-only basis, unless otherwise directed by the Arbitral Tribunal”.

B. The Seat of Arbitration

46. Pursuant to Article 13 of the MST Agreement, the seat of the arbitration is Kuala Lumpur, Malaysia.

C. The Governing Law

47. Pursuant to Article 16 of the MST Agreement, it is governed by the laws of England as well as the United Nations Convention on Contracts for the International Sale of Goods (CISG).

D. The Arbitral Tribunal

48. The Arbitral Tribunal shall consist of three arbitrators. Pursuant to Rule 4(5)(a) of the AIAC Arbitration Rules 2018, the Claimant hereby nominates the First Arbitrator:

DATIN ZOHRA KHAN

A Chambers

EkoCheras, No. 693, Batu, 5, Jalan Cheras

56000 Kuala Lumpur

dzk@achambers.com

Please be informed that if the Respondent fails to nominate the Second Arbitrator within thirty (30) days from the service of this notice upon the Respondent, then the Claimant will request the Director of the AIAC to appoint the Second Arbitrator (cf. Rule 4(5)(b) of the AIAC Arbitration Rules 2018).

E. The Registration Fee

49. The proof of remittance for the registration fee in the amount of USD795.00 is attached to the NoA.

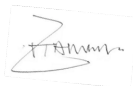
VI. RELIEFS OR REMEDIES SOUGHT

50. As a result, Claimant respectfully requests the Arbitral Tribunal to grant the following prayers for relief:
- (a) to declare that the Respondent fundamentally breached its contractual obligations under the MST Agreement;
 - (b) to declare that the Claimant validly terminated the MST Agreement;
 - (c) to award damages, including but not limited to loss of profits, incurred by the Claimant as a result of the fundamental breach of the MST Agreement by the Respondent;
 - (d) order that the arbitration shall proceed on a documents-only basis;
 - (e) order that the Respondent disclose to the Claimant the Respondent's Secret Recipe and the HGA Recipe;
 - (f) injunct the Respondent from continuing any negotiations with Trendy Henry; and
 - (g) order the Respondent to pay all costs of the arbitration, including the Claimant's representative's fees and expenses.

VII. RESERVATION OF RIGHTS

51. The Claimant reserves the right to supplement and modify the Claimant's claims and arguments set forth herein as well as to submit further documentations to support its positions during the course of the proceedings.

Respectfully submitted by



Zita Wu Wei
Partner



Ryan Uppland
Partner

Z&W&Z ASSOCIATES

Unit 20-15, Tower 1, Avenue 3A, The Horizon
Jalan Kerinchi, Bangsar South, 59200 Kuala Lumpur
Representative of the Claimant

Exhibits to the NoA

| Title of the Exhibit | Exhibit number |
|--|----------------|
| Manufacturing, Sales and Transportation Agreement | CL. EXHIBIT 1 |
| Witness Statement of Kair Raman dated 3rd September 2020 | CL. EXHIBIT 2 |
| Pre-Contractual Communications between Malaysian Glory Berhad and LeClerc & Co | CL. EXHIBIT 3 |
| BusiLeaks post on Trendy Henry dated 30th August 2020 | CL. EXHIBIT 4 |

CL. EXHIBIT 1

Manufacturing, Sale and Transportation Agreement

This Manufacturing, Sale and Transportation Agreement (the “Agreement”) is made as of the 16th day of October, 2019 (the “Effective Date”) by and between LeClerc & Co. (“Supplier”), with a business address at 31, rue de Pasteur, LYON, Rhône-Alpes 69007 France and Morning Glory Berhad (“Buyer”), located at Lot 84, Jalan Manis, Taman Mutiara, 53200 Cheras, Selangor, Malaysia. Supplier and Buyer are referred to individually as a “Party” and collectively as the “Parties”.

This Agreement varies and supersedes the Production and Sale Agreement executed by the Parties on 10th January 2019, the key terms of which are found in Annexure A.

RECITALS

WHEREAS, the Supplier is an internationally renowned food manufacturing and supply company operating within the hospitality and artisanal foods industries with a focus on wine and cheese production;

WHEREAS, the Buyer operates within the hospitality industry and manages a highly successful chain of hotels and resorts across the Asia-Pacific region with a culinary arm.

WHEREAS, the Parties have jointly established the luxury boutique hotel, Le Paradis Tropical, in Kuala Lumpur, Malaysia and a product line of artisanal cheese, The Hidden Gems of Asia (the “Brand”).

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, and for good and sufficient consideration, the sufficiency of which is acknowledged by both Parties, the Parties hereby agree as follows:

1. Subject Matter

Supplier shall manufacture and transport to Buyer 80,000 units of 4.0lb semi-hard cheese wheel made from Mongolian yak milk, representing an equal share of the products in the Brand - Basking in Baingan, Cheeky Cendol, Fireball Kimchi, Nuts about Peanut Candy, Sizzling Sambal and Sunny Papaya Salad (the “Products”) – in accordance with the terms and standards contained herein:

2. Creative Rights over Products

The Products are the collaborative efforts of the Parties and any creative rights over the Products shall be shared equally by the Parties.

3. Distribution and Ownership of Products.

Buyer has exclusive distribution rights to the Products produced by Supplier for a period of 2 years from the date of this Agreement. Supplier's sale, re-sale or distribution to any entity other than Buyer, including, without limitation, distribution or purported distribution to retailers or other distributors or sub-distributors during this period, will be prohibited, unless made pursuant to a specific written agreement between Buyer and Supplier.

The foregoing shall not affect the Supplier's exclusive rights over the control, possession and ownership of the secret recipe used to manufacture the Products.

4. Standards.

- a. All Products and Product supplies, including raw materials, ingredients, processing aids, incidental additives, and packaging materials:
 - i. shall be manufactured, packaged, stored, and shipped under sanitary conditions and in strict compliance with all international rules, regulations and guidelines;
 - ii. shall comply with the terms of this Agreement;
 - iii. shall be manufactured, packaged, stored, and shipped in accordance with the Regulations for the Importation of Milk and Milk Products into Malaysia; and
 - iv. as of the delivery date, shall be wholesome, merchantable, fit for their intended purpose and fit for human consumption. All finished Product shall be adequate for shipping and storage.
- b. Supplier shall manufacture, produce and package the Products at its facilities at 31, rue de Pasteur, LYON, Rhône-Alpes 69007 France (the "Manufacturing Plant") and shall notify the Buyer immediately if there are any changes thereto.

5. Payment.

Supplier will be paid \$50.00 per unit for the number of units specified in each Purchase Order. Payment shall be made within 10 days from receiving an invoice from Supplier.

6. Shipment and Delivery.

- a. The Products will be delivered by Supplier to Buyer via carriage by sea, unless the Parties otherwise agree and subject to Clause 7. The route for the carriage of the Products by sea shall utilise the Suez Canal to enhance the time and cost-effectiveness of the delivery, unless otherwise agreed.

- b. In arranging the shipment of the Products, the Parties herein agree to take the following steps:
 - i. Supplier will procure quotations on shipping costs from its logistics service partners, based on the type and quantum of goods to be transported, shipping mode, conditions, and the delivery deadlines;
 - ii. Supplier will provide the Buyer with the relevant quotations, for Buyer to indicate their preferred shipping mode and logistics service provider.
 - iii. Supplier to arrange for shipment based on the Buyer's instructions.
 - iv. Where unforeseen circumstances arise, the Supplier shall arrange for shipment on reasonable terms to ensure the Products are delivered in a timely manner to the Buyer.
- c. Delivery will be divided into four (4) shipment, as follows:
 - i. 1st Shipment – 20,000 units to be delivered by 5th January 2020
 - ii. 2nd Shipment – 20,000 units to be delivered by 5th March 2020
 - iii. 3rd Shipment – 20,000 units to be delivered by 5th May 2020; and
 - iv. 4th Shipment – 20,000 units to be delivered by 5th July 2020.
- d. In accordance with the advice of the Parties' culinary science experts, at the time of shipment, the Supplier shall ensure that the Products have aged for at least 7.5 weeks to ensure that while in transit, the Products can age for a further 2 weeks to acquire optimal taste.

7. Carriage Paid to Place (CPT)

The Parties herein agree that where sea transport is selected, the Supplier will pay for the carriage of goods up to the named place of destination. This includes all origin costs including export clearance and freight costs. Supplier will use commercially reasonable efforts to deliver the Products on the agreed-upon delivery dates and notify Buyer of any anticipated delays.

Without prejudice to the right of the Supplier to retain documents until payment of the Product is made effective, for deliveries CPT ownership of the Products together with all risks and all liabilities with respect thereto shall pass to the Buyer at the time the Products are handed to the carrier, at which point of delivery the Supplier's responsibility with respect to the Products shall cease; including but not limited to the risk of deterioration and/or evaporation of the Products so delivered.

Unless otherwise agreed by the Parties at a later date, the Buyer undertakes to reimburse the Supplier of all freight costs at a later date upon receipt of the Products as a gesture of goodwill.

8. Acceptance.

The Products delivered by Supplier will be inspected and tested by Buyer within 2 days of delivery. If the Products delivered do not comply with the specifications in Clause 3, Buyer has the right to reject the non-conforming Products. Products not rejected within 3 days of delivery will be deemed to be accepted by Buyer. In the event any Products do not comply with the specifications Clause 3 and are rejected by Buyer, Buyer may, at its option, _____ (Intentionally left blank).

9. Termination.

Buyer and Supplier may at any time by mutual consent decide to terminate this Agreement pursuant to written and delivered reasonable notice to the other party.

10. Default.

If either party should fail to perform its respective obligations under the terms of this Agreement, the other party will notify of the party that it is presumed to be in default and give reasonable recourse to cure the stated issue. The defaulting party will have the opportunity to cure the default within 5 days of notice by the other party.

11. Notices.

Any notice or communication under this Agreement must be in writing and sent via personal delivery, overnight courier service, or certified or registered mail and addressed to the to the address stated above or to another address as that party may subsequently designate by notice and shall be deemed served on the date of delivery.

12. No Waiver.

No party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

13. Dispute Resolution.

Any dispute, controversy or claim arising out of or in connection with the interpretation of this Agreement between the Supplier and the Buyer, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Asian International Arbitration Centre in Kuala Lumpur, Malaysia. The seat of arbitration shall be Kuala Lumpur, Malaysia. The language to be used in the arbitral proceedings shall be English. All disputes shall be resolved by a panel of three (3) arbitrators, of whom one shall be appointed by each Party. The Presiding Arbitrator shall be appointed by the Director of the Asian International Arbitration Centre. The Parties further agree that where perishable goods are involved insofar as the subject matter of the dispute is concerned, the arbitration is to proceed on a documents-only basis, unless otherwise directed by the Arbitral Tribunal.

14. Time is of Essence.

Time is of the essence of this Agreement and each of its terms.

15. Reasonable Endeavours.

The Parties to this Agreement shall use their reasonable endeavours, in relation to any matter or thing directly within their control, to bring about compliance with all the provisions of this Agreement.

16. Governing Law.

This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of England, as well as the United Nations Convention on Contracts for the International Sale of Goods (CISG).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Date: 16th October 2019

[signed]

A handwritten signature in black ink, appearing to read 'A. Chausse', written over a light blue rectangular background.

Signed by the Supplier
AMIN CHAUSSE
on behalf of LeClerc & Co

[signed]

A handwritten signature in black ink, appearing to read 'R. Chang', written over a light blue rectangular background.

Signed by the Buyer
RICHARD CHANG
on behalf of Morning Glory Berhad

Encl.

1. Annexure 1 – Key Terms of the Production & Sale Agreement

ANNEXURE A

Key Terms of the Production & Sale Agreement

The items below indicate the clauses of the Production & Sale Agreement that have been varied in the Manufacturing, Sale and Transportation Agreement.

| Contract Date | 10 th January 2019 |
|------------------------------|--|
| Parties | <p>LeClerc & Co. 31, rue de Pasteur, LYON, Rhône-Alpes 69007 France</p> <p>AND</p> <p>Morning Glory Berhad Lot 84, Jalan Manis, Taman Mutiara, 53200 Cheras, Selangor, Malaysia (the “Parties”)</p> |
| Subject Matter (cl. 1) | Parties shall collaboratively identify, create, test and produce a line of six (6) artisanal cheese using Mongolian Yak milk, whereby each cheese product shall be representative of a quintessential Asian flavour (the “Product”) |
| Rights over Products (cl. 2) | Any rights, including rights of ownership, over the Products shall be shared equally by the Parties. A Party shall not in anyway deal with the Product without the informed consent of the other Party. |
| Product Development (cl. 3) | <p>The Product shall be developed by the Parties, within 5 months of the execution of this Agreement, in the following phases:</p> <p>(a) Phase 1 – perusal of Claimant’s signature recipe base to identify potential flavours that would be compatible with Mongolian Yak Milk;</p> <p>(b) Phase 2 – Culinary experts nominated by the Parties to test the Product recipe with reference to the Claimant’s identified signature recipes and the Respondent’s secret cheese-making recipe;</p> <p>(c) Phase 3 – Parties to sample products and make recommendations for improvements (if any); and</p> |

| | |
|--|---|
| | (d) Phase 4 – Final Product recipes to be transmitted to the Respondent for production and sale to the Claimant. |
| Payment (cl. 5) | LeClerc & Co. will be paid \$95.00 per unit for the number of units specified in the Purchase Order. Payment shall be made within 10 days from receiving an invoice from LeClerc & Co. |
| Shipping and Delivery (cl. 6) | LeClerc & Co. shall arrange for 300 units of the Product to be transported to Morning Glory Berhad by air to Kuala Lumpur International Airport by 15th June 2019. Each unit shall consist of a 4.0lb cheese wheel, whereby the 300 units shall reflect an equal share of each Product flavour. |
| Free Carrier Terms (cl. 7) | LeClerc & Co. shall effect the delivery of the Product to Morning Glory Berhad's designated point of destination on FCA terms as provided in the ICC Incoterms 2019. |
| Exclusive Distribution Option (cl. 17) | Upon the completion of this Production and Sale Agreement, the Parties may consider granting Morning Glory Berhad the right to the exclusive distribution of the Product across its chain of hotels and resorts. Such distribution rights shall be agreed within 4 months of the termination of the Production and Sale Agreement and shall be reflected in a modified agreement. |

CL. EXHIBIT 2

WITNESS STATEMENT OF KAIR RAMAN

I, Kair Raman, am the Procurement Manager at Malaysian Glory Bhd ("MG"), located at Lot 84, Jalan Manis, Taman Mutiara, 53200 Cheras, Selangor, Malaysia, the Claimant in this matter. The facts in this statement come from my own personal knowledge.

1. Pertaining to the shipment of the cheese products (the "Goods") under the Manufacturing, Sale and Transportation Agreement dated 16th October 2019 ("MST Agreement"), the usual process that is followed is that the Respondent would provide the Claimant with a minimum of three quotations obtained from the Respondent's logistical carrier providers, for the Claimant's considerations and subsequent agreement. This is important as the Parties had agreed that although the Goods would be transported by the Respondent on Carriage Paid To terms, the Parties had also agreed that the Claimant would reimburse the Respondent of the shipping costs following receipt of the Goods.
2. I am unaware of why the contractual terms are drafted this way, nor am I aware of the identity of the relevant legal personnels responsible for drafting the MST Agreement, but I believe that the Parties had agreed on this arrangement as the shipping costs may be too much for the Respondent to bear, owing to the fact that the shipment requires special requirements, ie. specific temperature-controlled settings, and hence, is more costly. Further, since the Claimant will ultimately be bearing the shipping costs, it is only right that the Claimant's chosen carrier is selected.
3. With regards to the 4th and final shipment, the same process was followed, with the Respondent providing the Claimant with three (3) quotations, from the carriers Afternoon Delight, Kuljao Semsai and Pulau Lama. Upon conducting further checking and due diligence, the Claimant reverted to the Respondent and confirmed the Claimant's selection of Kuljao Semsai as the chosen carrier for this final shipment.
4. The Claimant is aware that there have been several instances where complaints have been lodged against Pulau Lama and its related entities, in terms of shipping delays as well as other cargo issues, especially in terms of the shipment refrigeration. As our Goods are not only perishable Goods but also require optimal temperature-controlled settings at all times, the Claimant was unwilling to take any risk with the chosen carriers. I communicated this to Mr. Amin Chausse and Mr. Jean-Luc de la Folie of the Respondent's office over a telephone conversation prior to the execution of the MST Agreement, both of whom confirmed that the Respondent would be wary of the same in words to the following effect:

KR: “Pulau Lama is really in a rough place right now. I am aware of at least 3 disputes they are involved in in South East Asia itself. There was also a scathing blog post a few days ago that accused Pulau Lama of negligence in the transportation of temperature-sensitive Goods by sea due to issues in Pulau Lama’s named ship’s refrigeration plant.”

AC: “Oh really, this is the first I am hearing of this.”

KR: “Yes, it is quite a shenanigans here. My friends who work at some of these companies that have received spoiled Goods are living a legal nightmare right now. Interestingly, the blog post alleges that all this chaos has been caused by an ongoing wage dispute which has meant that the engineering team on board the Pulau Lama ship has been short-staffed for quite some time. Obviously, this means that the Pulau Lama doesn’t have enough manpower to attend to each and every mechanical issue on the ship, so I am not surprised by the influx of claims. We really need to avoid having the cheese transported on these sort of vessels – after all, any spoilage would be detrimental to both our companies.”

AC: “I see, I see. We will see what we can do. Jean-Luc, please take note.”

JLF: “Certainly Monsieur Chausse, I will make a note.”

5. However, on 29th June 2020, I received a phone call from Ms. Madeline Beauregarde, the Respondent’s Head of Logistics, notifying us of an indefinite delay in the delivery of the 4th Shipment due to an unexpected incident on the shipping route. I was also shocked to note that the Respondent had in fact engaged Pulau Lama as the carrier and not Kuljao Semsai as selected by the Claimant. I immediately notified our CEO, Dato’ Daniel Lee, of the Respondent’s actions, which was done without the Claimant’s consent, but was informed by Dato’ Lee that so long as the Goods can arrive safe and sound, we should give the Respondent the benefit of the doubt and not to be hasty to find fault. Dato’ Lee also instructed me to clarify with the Respondent if the delay and the chosen carrier would affect the quality of the shipment, as this would be the Claimant’s main priority, since the KL Cheese-y Festival 2021 will be held very soon.
6. By email dated 30th June 2020, I requested Ms. Beauregarde to provide us with the Respondent’s confirmation that the delay in delivery would not affect the quality of the Goods, to which they replied in the affirmative. We were also provided with a report on the status of the shipment on a regular basis.

7. On 13th July 2021, three (3) days before the shipment is supposed to arrive in Port Klang, Malaysia, I was diagnosed positive with COVID-19. However, as I was asymptomatic at that time, I was ordered to undergo a 10-day quarantine at the Hospital Universiti Kebangsaan Malaysia, Cheras. At all times, Dato' Daniel and other members of the management team were aware of my condition and status.
8. On 16th July 2020, I received an email from Ms. Beauregarde confirming that the Goods had arrived in Malaysia. However, as the same would be subject to customs and food safety clearance, the Claimant would only be in a position to collect the same upon receipt of a confirmation of clearance by the authorities.
9. On 23rd July 2020, I received a notification from the Food Safety and Quality Division of the Ministry of Health, Malaysia that the Goods had been detained and were found to be not in accordance with the Food Act 1983 and were classified as being unsafe for consumption. To our horror, we were also notified that the consignment has been disposed of by the authorities on 18th July 2020 pursuant to Section 4(11) of the Food Act 1983.
10. In our view, the damage to the Goods was no doubt caused by the Respondent's selection of Pulau Lama as a carrier. The Respondent's actions were a gross breach of trust, given that the Respondent had been expressly informed by the Claimant that it would not be agreeable to the transport of the Goods by carriers such as Pulau Lama.
11. The Respondent further failed to notify us of their selection of Pulau Lama at the time the Goods left the originating port and further failed to even attempt to procure our consent to the same.
12. I further believe that the damage to the Goods was foreseeable by the Respondent and could have been avoided as the Respondent had knowledge of Pulau Lama having issues with the transportation of temperature-sensitive Goods.

13. As a result, the Respondent's failure to deliver conforming Goods amounted to a fundamental breach of the terms of the MST Agreement, thereby invoking the Claimant's rights to avoid the MST Agreement as whole.
14. I believe that the facts stated in this witness statement are true.

Dated: 3rd September 2020

K. Raman

Kair Raman
Procurement Manager
MALAYSIAN GLORY BHD
Lot 84, Jalan Manis,
Taman Mutiara, 53200
Cheras, Selangor, Malaysia



CL. EXHIBIT 3

PRE-CONTRACTUAL COMMUNICATIONS BETWEEN MALAYSIAN GLORY BERHAD AND LECLERC&CO

From: Richard Chang <richard@mgb.com.my>
Sent: Friday, 27th September, 2019 9:30 AM
To: Amin Chausse <amin@lcc.fr>
Subject: **Manufacturing, Sales and Transportation Agreement**

Dear Amin,

On behalf of Dato' Daniel Lee, we are pleased to send you our draft Manufacturing, Sales and Transportation (MST) Agreement.

Please kindly note that the main structure of the MST Agreement is mostly the same as the previous version that we signed last year. We would like to draw your attention to the following and seek your confirmation accordingly:

1. Please confirm the quantity of subject matter and payment method;
2. Please confirm the shipment and delivery as requested by you;
3. We suggest that the dispute settlement shall be proceed on a documents-only basis. As our goods are perishable, so this approach could be the most effective dispute settlement solution according to our team's experience.

We look forward to hearing back from you.

Thank you.
Best regards,

Richard Chang
Head of Legal Department
MALAYSIAN GLORY BHD
Lot 84, Jalan Manis,
Taman Mutiara, 53200
Cheras, Selangor, Malaysia



From: Amin Chausse <amin@lcc.fr>
Sent: Thursday, 10th October, 2019 9:30 PM
To: Richard Chang <richard@mgb.com.my>
Subject: **Re: Manufacturing, Sales and Transportation Agreement**

Dear Richard,

Happy to have received your proposed Manufacturing, Sales and Transportation (MST) Agreement on 27th September 2020.

We hereby confirm the quantity of our subject matter, the Mongolian Churrpi Yak Cheese, and the payment method;

We also confirm to agree on the shipment and delivery provisions.

With regards to your proposal on the documents-only arbitration, after consulting with our CEO, Mr. LeClerc, we are agreeable with the proposed provision in the MST Agreement, in the event the amount in dispute is low.

Our side will sign the MST next week.

Merci,

Amin

Amin Chausse
General Counsel
LeClerc & Co.
31, rue de Pasteur, LYON,
Rhône-Alpes 69007
France



CL. EXHIBIT 4

BusiLeaks – Your Inside Source on the Latest Business Deals

Posted 30th August 2020

Here's some food for thought for all our artisanal food lovers!

An inside source has informed BusiLeaks that discussions are presently underway between Singapore's leading luxury foods retailer, Trendy Henry, and LeClerc & Co., an internationally renowned artisanal wine and cheese producer in France, to establish a line of Asian artisanal delights that will be available for consumption and purchase at Trendy Henry stores around the country.

Our source has revealed that LeClerc & Co. intends to re-create the magic it recently weaved with its joint venture with Malaysian Glory Berhad to establish The Hidden Gems of Asia artisanal cheese range. This cheese range has been all the rage in the artisanal food market in the past 12 months, particularly in Malaysia, Singapore, and Thailand – a true feat in the midst of the pandemic!

At this point in time, it is not known whether LeClerc & Co. intends to break all ties with Malaysian Glory Berhad and set up a venture solely with Trendy Henry or whether there will be some other arrangement. Whatever the case may be, if LeClerc & Co. is to set up shop in Singapore, this will no doubt boost Singapore's positioning as an artisanal connoisseur.

"Unless required by the law, the identity of any of BusiLeaks' source shall remain confidential and BusiLeaks maintains its freedom of press.

Please quote our reference when replying
Our Ref.: AIAC/INT/ADM-1999-2020
 12th October 2020



Z&W&Z ASSOCIATES

Unit 20-15, Tower 1, Avenue 3A, The Horizon
 Jalan Kerinchi, Bangsar South,
 59200 Kuala Lumpur
 [Attn.: Zita Wu Wei & Ryan Uppland]

By Email & Post
 (Email: zita@zwz.com.my
ryan@zwz.com.my)

LECLERC & CO

31, rue de Pasteur,
 Lyon, Rhône-Alpes 69007, France
 [Attn: Amin Chausse & Dominic LeClerc]

By Email & Post
 (Email: amin@icc.fr
dom@icc.fr)

Dear Sirs/Madams,

**IN THE MATTER OF AN AIAC ARBITRATION BETWEEN MALAYSIAN GLORY
 BERHAD (CLAIMANT) AND LECLERC & CO (RESPONDENT)**

We refer to the above matter.

Please be advised that this arbitration matter has been registered pursuant to **Rule 2** of the **AIAC Arbitration Rules 2018 ("Rules")**. According to **Rule 2(2)** of the **Rules**, the arbitration commenced on 5th October 2020.

We wish to bring to your attention **Rule 14(1)** and **Rule 14(2)** of the **Rules**, which states that the Director of the AIAC shall fix a provisional advance deposit, which is intended to cover the costs of the arbitration. The amount of this deposit is calculated based on the unquantified amount in dispute and shall be paid in equal shares by both Parties within 21 days upon request from the AIAC.

Having regard to the above, please be informed that a provisional advance deposit of **USD 20,000.00** is payable in equal shares by the Parties. The amount to be paid by the Parties is as follows:

| | |
|--------------|----------------------|
| Claimant : | USD 10,000.00 |
| Respondent : | USD 10,000.00 |

Please be advised that pursuant to **Rule 14(3)** of the **Rules**, in the event that any of the Parties fails to pay its share of the deposit, the Director of the AIAC will give the other Party an opportunity to make the required payment within a specified period of time. The arbitral proceedings shall not proceed until the provisional advance deposit is paid in full.

We wish to highlight that pursuant to **Rule 14(4)** and **Rule 14(5)** of the **Rules**, further deposits may be requested following a calculation of the estimated fees and expenses of the Arbitral Tribunal and AIAC administrative fee. Any unexpended balance shall be returned to the Parties upon rendering of the final account.

Finally, please be advised that according to the Service Tax Act 2018 effective as of 1 September 2018, a service tax ("**SST**") is applicable to taxable services specified in the First Schedule of the Service Tax Regulations 2018. In compliance with the legislative requirements, the AIAC includes (where applicable), as part of its calculation of deposits, a 6% SST rate on: (i) the arbitrator's fees; and (ii) the AIAC administrative fees. The AIAC will issue tax invoices accordingly when the arbitration proceedings conclude. Please see the AIAC's [Circular on the Application of Service Tax Act 2018](#) for further details.

Please find enclosed our Invoices no. 10062393 and 10062394 for your reference.

Kindly remit the above-stated amount within 21 days by **2nd November 2020** and submit to us the proof of the remittance.

Thank you.

Yours faithfully,



Diego Sulamazra

Senior International Case Counsel

Email: diego@aiac.world

Your Ref. No.: Please Advise

Our Ref. No.: ARB/2020/35

30th October 2020



Z&W&Z ASSOCIATES

Unit 20-15, Tower 1, Avenue 3A, The Horizon
Jalan Kerinchi, Bangsar South, 59200 Kuala Lumpur
[Attn.: Zita Wu Wei & Ryan Uppland]
[email: zita@zwz.com.my; ryan@zwz.com.my]

By Email & Post

Dear Sir/Madam,

**RE: IN THE MATTER OF AN AIAC ARBITRATION BETWEEN MALAYSIAN GLORY
BERHAD (CLAIMANT) AND LECLERC & CO (RESPONDENT)**

We are instructed by our client, LeClerc & Co, to serve onto you the Response to the Notice of Arbitration for the above matter.

Please ensure to address any future correspondence related to this matter to us.

Best regards,

Aimée Delphine
Managing Partner

Jan van Rotterdam
Managing Partner

cc. ASIAN INTERNATIONAL ARBITRATION CENTRE (AIAC)

Bangunan Sulaiman
Jalan Sultan Hishamuddin
50000 Kuala Lumpur
Malaysia
Attn: Diego Sulamazra, Senior International Case Counsel, AIAC
Ref. No.: AIAC/INT/ADM-1999-2020

**IN THE MATTER OF AN ARBITRATION PURSUANT TO
THE AIAC ARBITRATION RULES 2018**

ARBITRATION NO.: AIAC/INT/ADM-1999-2020

BETWEEN:

MALAYSIAN GLORY BERHAD
(Claimant)

v.

LECLERC & CO
(Respondent)

**RESPONSE TO THE
NOTICE OF ARBITRATION**



Arbitrage Victoire

3 Avenue de la Bourdonnais, 75007 Paris, France
Representative of the Respondent

30th October 2020

I. INTRODUCTION

1. This Response to the Claimant's Notice of Arbitration ("**Response to the NOA**"), is submitted together with RES. EXHIBIT 1 and 2, on behalf of the Respondent pursuant to the Article 4 of the AIAC Arbitration Rules 2018.
2. In this Response to the NOA, unless otherwise stated, the Respondent adopts the abbreviations used in the NoA. Unless otherwise stated, capitalised terms shall have the meanings given to them in the NoA.
3. For the avoidance of doubt, any allegation set out in the NoA, which is not expressly or specifically addressed in this Response to the NOA shall not be construed as an admission or concession by the Respondent of the allegation made.
4. The Response to the NOA shall not be construed as a submission to the jurisdiction of the Arbitral Tribunal or a waiver by the Respondent of their right to challenge the jurisdiction and power of the Arbitral Tribunal.
5. Pursuant to Article 4 of the AIAC Arbitration Rules 2018, this Response to the NOA contains information concerning the following:
 - i. The name, description and contact details of the Parties **(I)**;
 - ii. Respondent's arguments as to the Arbitral Tribunal's jurisdiction **(II)**;
 - iii. Respondent's arguments as to breach of contractual obligations **(III)**;
 - iv. Respondent's arguments as to the method of conducting arbitration proceedings and the disclosure of Respondent's Secret Recipe **(IV)**;
 - v. Respondent's position as to the relief sought by the Claimant and the relief sought by the Respondent **(V)**;
 - vi. Respondent's nomination of the second arbitrator **(VI)**;
 - vii. Confirmation of delivery of the Response to all other parties **(VII)**.

II. THE PARTIES

6. Paragraphs 4,5,6, and 7 of the NoA are admitted.
7. Kindly ensure that all future correspondences are directed to the Respondent's representative:

Arbitrage Victoire

3 Avenue de la Bourdonnais, 75007 Paris, France

Attn. to: Ms. Aimée Delphine

[Email: a.delphine@arbv.fr]

Mr. Jan van Rotterdam

[Email: j.rotterdam@arbv.fr]

III. **RESPONDENT'S ARGUMENTS AS TO THE BREACH OF CONTRACTUAL OBLIGATIONS**

8. The Respondent disputes the contents of the Claimant's Notice of Arbitration dated 17th September 2020 in toto.
9. In the P&S Agreement, air transportation was the preferred mode of delivery for the Products. However, due to the shelf-life of the Products and the higher costs for the transportation of perishable goods by air, the Parties varied the mode of transportation to the carriage of goods by sea in the MST Agreement.
10. Although styled as an MST Agreement, the Claimant would have been aware from the outset that the "Transportation" function would be contracted out of the Respondent's control. This is because the Respondent is not ordinarily engaged in the business of shipping logistics – rather, its primary role is to manufacture and supply cheese-related products. For this purpose, the Respondent engages distribution partners who report to the Respondent to confirm transportation and delivery arrangements for the Respondent's various consignments [see **RS – EXHIBIT 1 – WITNESS STATEMENT OF MADELINE BEAUREGARDE DATED 25TH OCTOBER 2020**].

Pursuant to the MST Agreement, the Respondent had successfully completed the delivery of the 1st to 3rd shipment of the Products. Nevertheless, without prejudice to the Respondent's rights, the Respondent does not dispute the fact that there was a delay in the delivery of the 4th and final shipment of the Products. However, the reason for this delay was due to external factors beyond the Respondent's control.

11. With regards to the Claimant's allegation that the Respondent is responsible for the spoilage of the 4th shipment, the Respondent denies this and reiterates that the Respondent had taken all reasonable steps to ensure that the shipment was in conformity with the terms and requirements of the MST Agreement. Specifically, the Products had been packaged and shipped in a manner to ensure that their safety and quality were maintained throughout the shipping process. Each unit of the Products was specially wrapped in wax paper and neatly arranged in a specially designed non-bendable corrugated box; the boxes were thereafter placed in air-tight containers to ensure that the Products retained their shape and to also prevent any contamination throughout the shipping process. The air-tight containers were thereafter placed in refrigerated shipping containers for transportation by sea.
12. In arranging for the shipment of the Products, classified as perishables, the Respondent had also engaged a reputable logistics service provider – "Eastern Logistics King" – which has an international reputation and a specialisation in shipping perishable goods. The fact that the Respondent had incurred additional costs, that it was agreeable to bear, to deliver the Products to the

Claimant indicates that the Respondent, at all times, had checks and balances in place to ensure that the Products were delivered to the Claimant in a timely manner and were of merchantable quality upon delivery.

13. With respect to the 4th Shipment, Eastern Logistics King had provided the Respondent with three quotes for the shipments. The quotes were communicated to the Claimant and the Claimant agreed to go with Quote #FRT168 which was the most time and cost-effective and involved the Products being transported by Kuljao Semsai's named container ship.
14. Due to unforeseen circumstances, the Products could not be carried on the Kuljao Semsai as agreed. Mindful that time was of the essence and with reliance on Clause 6(b)(iv) of the MST Agreement, the Respondent engaged the services of Pulau Lama to deliver the Products to the Claimant on its named container ship – The Pulau Lama. Although the typical process necessitates that the Respondent seeks the Claimant's agreement on the carrier that would transport the Products, in this instance, the Respondent was running against time and The Pulau Lama was the only container ship that was available to ensure that the Products could reach the Claimant by the contracted delivery date [cf. **RS – EXHIBIT 1**].
15. Further, the Respondent was under no contractual obligation, in the MST Agreement or otherwise, to ensure that the shipment of the Products to the Claimant should not procure the services of The Pulau Lama.
16. On 23rd June 2020, The Pulau Lama left Marseille Fos Port, bound for Port Klang, Malaysia. Travelling at 24 knots (around 44.4km per hour), The Pulau Lama's supposed date of arrival was estimated to be on 4th July 2020. Unfortunately, on 26th June 2020, a large cargo ship called The Dowager Empress had unexpectedly overturned in the Suez Canal, thus blocking traffic from entering and exiting either end of the Canal. Due to the incident in the Suez Canal, the duration of The Pulau Lama's journey was delayed by 12 days.
17. The Respondent notified the Claimant of this anticipated delay immediately upon it being informed by Eastern Logistics King of the same. Throughout the 12-day period, the Respondent communicated the updates it received from Eastern Logistics King to the Claimant on how The Pulau Lama was managing its resources and the refrigeration of the goods being transported in light of the delay. These updates did not give the Respondent any cause for concern [cf. **RS – EXHIBIT 1**].
18. On 1st July 2020, the Respondent requested the Claimant to confirm still intended to accept delivery of the 4th shipment despite the delay. No response was received to this correspondence [cf. **RS – EXHIBIT 1**].

19. In this regard, the Respondent adhered to its obligations under the MST Agreement to take all reasonable endeavours to ensure the delivery of the Products to the Claimant. The fact that the Claimant alleges that a certain portion of the delivered Products were not of merchantable quality and the MST Agreement should be avoided due to the Respondent's alleged fundamental breach are untenable, given that the breach complained of was due to an impediment beyond the Respondent's control.
20. Nonetheless, on 6th August 2020, which was 21 days after the shipment had arrived to Port Klang, the Respondent received the Claimant's notice that the Products were not in conformity with the MST Agreement and that the Claimant intended to exercise its right of avoidance.
21. On 10th August 2020, the Respondent immediately offered the Claimant a fresh delivery of the 4th shipment at no cost to the Claimant. Although this would have resulted in costs and expenses of approximately USD300,000.00 to the Respondent, the Respondent was willing to cover the costs of the replacement batch as a token of goodwill and to sustain its relationship with the Claimant, as the damage to the Products was unforeseeable and unexpected. The Respondent had also initiated a separate claim against the owners of The Pulau Lama and was subsequently refunded the total shipping costs, but not for the value of the now spoiled-Products.
22. With respect to the legal arguments, the Respondent contends that the Claimant is not entitled to exercise the right of avoidance, as the breach by the Respondent does not amount to a fundamental breach under Article 25 of the CISG, as it was neither foreseen by the Respondent nor foreseeable by a reasonable person of the same kind in the same circumstances.
23. Further, the Respondent had offered to remedy the breach by exercising the right to cure under Article 48 of the CISG, as evident from the Respondent's offer to the Claimant dated 6th August 2020, which was ultimately rejected by the Claimant.
24. In any event, the Respondent was only notified of the lack of conformity by the Claimant 21 days after the shipment has arrived. Therefore, under Article 39 of the CISG, the Claimant has failed to give notice to the Respondent specifying the nature of the lack of conformity within a reasonable time, as the Parties have expressly agreed that time is of the essence in the MST Agreement.
25. The Respondent therefore seeks a declaration that there is no fundamental breach on the part of the Respondent and that the Claimant's claim be dismissed with costs.

IV. RESPONDENT’S ARGUMENTS AS TO THE METHOD OF CONDUCTING ARBITRATION PROCEEDINGS AND THE DISCLOSURE OF RESPONDENT’S SECRET RECIPE

26. In its NoA, the Claimant has proposed that the arbitration shall be conducted on a documents-only basis. The Respondent has both strong legal and factual grounds to ask for an oral hearing in this arbitration proceeding.
27. Firstly, Rule 6 of the AIAC Arbitration Rules 2018 (the “Rules”) allows the arbitral tribunal to conduct the arbitration proceedings in the proper manner subject to the Parties’ agreement. The Parties in this scenario have not reached an agreement on documents-only arbitration, so an oral hearing shall be held by default. Article 17.1 of the Rules mandates the arbitral tribunal to treat the Parties equally and give both sides a reasonable opportunity of presenting its case. In the present case, the Respondent believes that questioning the witnesses and inviting experts for examinations in an oral hearing are necessary and reasonable for examining the consequences of alleged damages. In addition to this, Article 17.3 of the Rules empowers the arbitral tribunal to hold hearings for the presentation of evidence by witnesses, including expert witnesses, or for oral arguments, if one Party requests the same at an appropriate stage of the proceedings. Therefore, this provision further grants the rights of having an oral hearing to the Respondent.
28. Secondly, the Respondent disagrees with the Claimant that it has waived the right for oral hearings. In the email from Mr. Chausse to Mr. Chang on 10th October 2019 and in the internal emails of LeClerc & Co, the Respondent expressed that it only accepts documents-only arbitration when the amounts in dispute are small [See **CL. EXHIBIT 3 and RS – EXHIBIT 2 - INTERNAL EMAILS OF LECLERC & CO**]. This pre-contractual communication from the Respondent indicates the de facto intention of the Respondent for adopting documents-only arbitration to resolve low-to-mid value disputes. In the current scenario, the Parties are faced with a high value dispute. Whether there are benefits of conducting a documents-only arbitration obviously cannot outweigh the actual effect of an oral hearing.
29. Thirdly, the Claimant posits that a documents-only arbitration is both cost-and-time efficient. In this regard, even if the Claimant mentions that a physical oral hearing is costly, a virtual oral hearing may still be another option. The essential reason for the Respondent to request for an oral hearing is for the witnesses and the experts to appear before the arbitral tribunal so the real reasons behind the spoilage of the Products and the consequences thereof can be uncovered. Written submissions from witnesses and experts will not suffice to provide a full and active picture to the arbitral tribunal. Therefore, having an oral hearing is the only convincing way for the arbitral tribunal to make the reasoned conclusions in this arbitration.

30. The Respondent also objects to the Claimant's request that the Respondent be required to reveal its Secret Recipe, and consequently the final HGA Recipes. Indeed, the Respondent contends that the Claimant's allegations in this regard are frivolous and unfounded.
31. The cornerstone of the success of the Respondent's cheese production business is the LeClerc family's secret cheese-making recipe which produces cheese that holds its shape and melts in the mouth when consumed, leaving a rich and delectable aftertaste. The Respondent's Secret Recipe has been a well-kept secret in the LeClerc family for centuries and has been handed-down from generation to generation to the cheese makers in the family. The Respondent's Secret Recipe is certainly versatile and has been used by the Respondent since its establishment to produce a wide variety of traditional and artisanal cheese products, including flavoured cheeses.
32. It is normal practice in any production endeavour to identify how overheads can be reduced to lower costs and maximise profits. Just because the Respondent's culinary science experts experimented with the components of the HGA Recipes, this does not mean that the Respondent engaged in any form of deviant practice in the production of the Products.
33. Further, the MST Agreement is not the first occasion where the Respondent has worked with many other entities to develop an artisanal food product for market distribution. In all the Respondent's prior endeavours around the world, the Respondent has maintained that it would not disclose its Secret Recipe to the other entities, even if the products jointly developed required use of the Respondent's Secret Recipe. These entities have respected this wish with the acknowledgment that the Respondent's Secret Recipe is a trade secret. It must be noted here that Clause 3 of the MST Agreement grants the Respondent with "exclusive rights over the control, possession and ownership of the secret recipe used to manufacture the Products". As such, the Claimant's allegations and request for the disclosure of the Respondent's Secret Recipe and the HGA Recipes are without merit.
34. The Respondent further rebuts the Claimant's application of Article 4.2(a) and Article 10 of the Prague Rules for two reasons: 1) the subject matter of the dispute has no legal nexus or any other connection whatsoever to the Respondent's Secret Recipe; hence, it is of no relevance and is immaterial to the outcome of the case; and 2) the Respondent's position to not share its confidential Secret Recipe would not amount to a refusal of the arbitral tribunal's order, at that; rather, the Secret Recipe is protected as a trade secret hence shall not be subjected to the arbitral proceedings.

35. With respect to the Claimant's request for an injunction against the Respondent's ongoing discussions with Trendy Henry, the Respondent contends that the Claimant's request is once again baseless given that these discussions do not necessitate the Claimant's involvement and have no bearing on the subject matter of this dispute. Further, pursuant to Clause 3 of the MST Agreement, the Respondent's exclusive rights over the ownership of the Respondent's Secret Recipe extends to rights over the HGA Recipes which means that the Respondent is entitled to deal with these items as it sees it.
36. In conclusion, the Respondent requests for an oral hearing in the arbitration proceedings and disagrees with the documents-only arbitration posited by the Claimant. The Respondent also disagrees with the Claimant's request for disclose the Respondent's Secret Recipe and does not see any necessity in the arbitral tribunal granting the Claimant injunctive relief with respect to the Respondent's negotiations with Trendy Henry.

V. RESPONDENT'S POSITION AS TO THE RELIEF SOUGHT BY THE PARTIES

37. The Respondent rejects the Claimant's claims and reliefs as set out in its NoA.
38. The Respondent respectfully requests the Arbitral Tribunal to:
 - i. Hold an oral hearing and conduct the arbitration based on oral hearings and written submissions;
 - ii. Dismiss the Claimant's claim in its entirety, including the request for the Respondent to disclose its Secret Recipe and the HGA Recipe and the request for an injunction on the Respondent's negotiations with Trendy Henry;
 - iii. Declare that the Respondent has duly performed its contractual obligations;
 - iv. Order the Claimant to pay all arbitration costs, including the Respondent's representative's fees and expenses; and
 - v. Order any further and/or additional relief as the Arbitral Tribunal may deem appropriate.
39. Respondent reserves its right to further develop its arguments and the relief it is seeking.

VI. Respondent's Nomination of Arbitrator

40. Pursuant to Rule 4(5)(a) of the AIAC Arbitration Rules 2018, the Respondent hereby nominates the following as its Party-nominated arbitrator:

GHI MING LEE

B Fabulous Collection
266 Wangfujing St
Beijing, PRC
ghi@fabulouscollection.com.cn

VII. CONFIRMATION OF DELIVERY OF THE RESPONSE TO ALL OTHER PARTIES

41. The Respondent confirms that copies of the Response to the NoA and its exhibits have been or are being served simultaneously on the Claimant by email and in hardcopy.



Aimée Delphine



Jan van Rotterdam

Arbitrage Victoire

3 Avenue de la Bourdonnais, 75007 Paris, France
Representative of the Respondent

Exhibits to the Response to the NOA

| Title of the Exhibit | Exhibit number |
|---|----------------|
| WITNESS STATEMENT OF MADELINE BEAUREGARDE DATED 25 TH OCTOBER 2020 | RS – EXHIBIT 1 |
| INTERNAL EMAILS OF LECLERC & CO | RS – EXHIBIT 2 |

[RS – EXHIBIT 1]**WITNESS STATEMENT OF MADELINE BEAUREGARDE**

I, Madeline Beauregarde, of No. 13/63, Rue des Pommès, Lyon, France 69007, affirm as follows based on my personal knowledge:

1. I am the Head of Logistics at LeClerc & Co. (the “Respondent”), a successful artisanal wine and cheese production company headquartered in Lyon, France, that also operates the “Le Cygne Dansant” restaurant chain across a number of countries.
2. My job scope involves overseeing the operational logistics for the distribution of the Respondent’s wine and cheese products across the globe, as well as to monitor the inventory of the various domestic and global branches of Le Cygne Dansant. Given that the Respondent does not itself transport any of its products for bulk distribution, I am also responsible liaising with our panel logistics service providers (“PSLP”) for the transportation of our products, whether by air, road or sea. The designated PSLP would act as an intermediary between the Respondent and the chosen carrier that would ultimately transport and deliver the Respondent’s products.
3. On 4th May 2019, I became aware of a Production & Sale Agreement (the “P&S Agreement”) that the Respondent had entered into with Malaysian Glory Berhad (the “Claimant”) for the creation of Asian-flavoured artisanal cheese. The initial delivery obligation under the P&S Agreement was for the Respondent to transport 300 units of an equal proportion of the final cheese products, by air, to the Kuala Lumpur International Airport to effect delivery on the Claimant. This initial delivery by air proceeded with no issue or complaints from the Claimant’s end.

4. On 20th September 2019, I was informed by Mr. Amin Chausse of LC's Legal Team that the P&S Agreement would be converted into a Manufacturing, Sale and Transportation Agreement that would see the Respondent to manufacture and deliver 20,000 units of the cheese products to the Claimant at four specific points in time. Due to an unexpected illness in the family, I was on carer's leave at the time I received Mr. Chausse's email. However, I suggested to Mr. Chausse that transporting the cheese by sea rather than by air would be the most-effective option, given the large quantum of cheese to be transported and the long shelf-life of the cheese compared to other perishable goods. On my calculations, such change in the method of transportation would result in a 35% saving in the Respondent's share of the transportation costs. I invited Mr. Chausse to liaise with my colleague Mr. Jean-Luc de la Folie on this matter in my absence.
5. On 19th October 2019, Mr. Chausse informed me that the Parties had agreed to the carriage of the cheese products by sea and provided me with a copy of the executed Manufacturing, Sale and Transportation Agreement dated 16th October 2019. At this point in time, I was back in the office from carer's leave.
6. An interesting point to note with respect to the Manufacturing, Sale and Transportation Agreement was that the contract itself stipulated that the carriage of goods by sea "shall utilise the Suez Canal". I assumed that the reason for such a stipulation in the contract was that using the Suez Canal was typically the fastest way to transport goods by sea from France to Malaysia.
7. The ordinary process adopted by the Respondent for the bulk shipment of its products is as follows: the Respondent would liaise with its PLSP to confirm the nature of each shipment including the type and quantum of goods to be transported, specify any special storage conditions, and the manufacturing and delivery deadlines per the relevant contracts. The PLSP would then provide information on the routes and duration of transport, quotations for the requested shipping containers, the names and availability of carriers and container ships to transport the consignment, and other relevant details. The Respondent would thereafter communicate this information to the other contracting party to the consignment, obtain their instructions and pass the same onto the chosen PLSP for their further handling of the transportation logistics.
8. Since the products that needed to be transported were perishable goods, on 1st November 2019, I engaged Eastern Logistics King ("ELK") to act as the PLSP in respect to each of the 4 shipments. This was mainly due to ELK's international reputation and expertise in shipping perishable goods. I had informed ELK, in writing, of the requirement that the cheese products must be maintained at 11°C throughout the shipping process so as to prevent spoilage.

9. As per usual, I oversaw the packaging and loading of the cheese products into the relevant shipping containers on each of the shipments. To my knowledge, there was nothing unusual in the manner in which any of the products were packaged for shipping in any of the 4 shipments.
10. With respect to the first 3 shipments, there were no reported delivery or other issues in the conformity of the goods to the description in the agreement. The primary difference between each of these shipments was the freight cost, the identity of the carrier that delivered the cargo, and the duration of the shipping due to issues relating to the COVID-19 pandemic, all of which were communicated by the Respondent to the Claimant at the earliest available opportunity. Nonetheless, all the goods were delivered to the Respondent on or before the contracted date of delivery.
11. With respect to the 4th Shipment, ELK provided me with three quotes for transportation by the carriers Afternoon Delight, Kuljao Semsai and Pulau Lama. A notable point with all three of these carriers was that they each also owned container ships of the same name that would regularly transport goods from Europe to Asia. However, engaging one of these carriers did not necessarily mean that the consignment would be shipped on the carrier's named vessel. Given that this fact was common knowledge in the food export industry, I did not think it was necessary to communicate the same to the Claimant.
12. On 1st June 2020, I communicated the quotes received from ELK to the Claimant by email and the Claimant agreed to go with Quote #FRT168, which involved the cargo being transported by Kuljao Semsai's container ship.
13. On 20th June 2020, 2 days before the shipping container was to be handed over to Kuljao Semsai for the 4th shipment, I was informed by ELK that due to unforeseen issues, Kuljao Semsai's container ship would not be leaving Marseille Fos Port on the designated date – rather, there would be a 10 day delay due to certain mechanical issues on the ship and some of the crew having succumbed to COVID-19. ELK also notified me that although there was no availability with Afternoon Delight, Pulau Lama's named container ship would still be taking off on the designated date and there was still space for additional shipping containers to be loaded onto the Pulau Lama – the only issue was that the freight charge had increased by 30% due to a short notice penalty.
14. Mindful that time was off the essence under the agreement, I accepted the quote for Pulau Lama to transport the cheese products.

15. On 29th June 2020, I was informed by ELK that a large cargo ship called The Dowager Empress had unexpectedly overturned in the Suez Canal, thus blocking traffic from entering and exiting either end of the Canal. Due to the incident in the Suez Canal, the duration of Pulau Lama's journey was delayed by 12 days.
16. Immediately, I called Mr. Kair Raman, the Claimant's Procurement Manager, to inform him of the unexpected delay and words to the following effect were exchanged:

MB: "I hope you can understand that this sort of delay is truly unprecedented, Mr. Raman. We have never encountered this sort of an issue before and it is certainly something that was well beyond our control".

XX: "I understand, Madeline. However, we are running to tight deadlines here as well and cannot risk any gross delays or spoilage or other damage to the goods".

MB: "Yes, I can imagine. Barry from Eastern Logistics King has informed me that he has requested the carrier to provide daily reports on the condition of the goods. I will send these reports across to you as soon as I receive them.

XX: "Ok, thank you for keeping me in the loop, Madeline".
17. Throughout the 12-day period of delay, I forwarded the reports received from ELK on the Pulau Lamai situation to Mr. Raman. The reports themselves were issued every 3 days and were generic in nature as opposed to relating specifically to the 4th shipment. Nonetheless, the reports did not give me any cause for concern given that they each contained a statement that "all refrigerated cargo is being maintained at the requested optimal temperature and humidity levels throughout the journey".
18. As I had not heard from the Claimant in a while, I emailed Mr. Raman on 1st July 2020 to clarify that the Claimant still intended to accept delivery of the 4th shipment despite the delay. No response was received to this correspondence.
19. On 16th July 2020, ELK informed me that the cheese products had successfully been delivered to the Claimant and were awaiting customs clearance.

20. On 6th August 2020, I was informed by Mr. Chausse that the Claimant had alleged that the delivered cheese products did not conform to the terms of the agreement. Mr. Chausse and I had a heated exchange on why I had agreed to the Pulau Lamai shipping the cheese products. Words to the following effect were exchanged:

AC: "I fail to understand why you would agree to shipping the cheese on the one ship the Malaysian Glory said it didn't want the products transported on".

MB: "What do you mean, this is the first I am hearing of this. I've shipped goods using Pulau Lamai on numerous occasions over the past two years and I haven't experienced any issue to date. And besides, there was no other ship leaving the port that day – what else did you want me to do if time is of essence?"

AC: "Didn't Jean-Luc debrief you on our chat with Mr. Raman before the varied agreement was executed?"

MB: "No, he jumped ship literally a day after I returned from carer's leave. The only matters I was privy to were those in the written email communications, none of which mentioned Malaysian Glory had an issue with shipping goods on Pulau Lamai. In any event, even if I had used Kuljao Semsai, it would have also been caught in the Suez Canal drama so you can't pin this all on me, Monsieur".

AC: "Someone has to take the fall Madeline and it sure won't be me."

21. The facts stated in this witness statement are true.

Signed: *M. Beauregande*

Dated: 25/10/2020

Witness Name: Phillipa Beurre

Witness Signature: *P. Beurre*

[RS – EXHIBIT 2] Internal Emails of LeClerc

From: Dominic LeClerc <dom@lcc.fr>
Sent: Friday, 4th October, 2019 9:00 AM
To: Amin Chausse <amin@lcc.fr>
Subject: **Re: Manufacturing, Sales and Transportation Agreement**

Cher Amin,

Yes, I agree with our team and your suggestions. I do not think we will face any high value disputes or any dispute at all with my good friend, Daniel.

I will go to Austria tomorrow and will stay there for three weeks. So you may proceed to sign the MST on my behalf.

In case of emergency, you can call my private number.

Merci,

Dom

Dom LeClerc

LeClerc & Co.
31, rue de Pasteur, LYON,
Rhône-Alpes 69007
France



From: Amin Chausse <amin@lcc.fr>
Sent: Thursday, 3rd October, 2019 15:30 AM
To: Dominic LeClerc <dom@lcc.fr>
Subject: **Manufacturing, Sales and Transportation Agreement**

Dear Dom,

We just received the draft Manufacturing and Delivery Agreement from MGB.

Our team have checked all the provisions but want to bring one issue to your attention. MGB suggested to limit the dispute settlement provisions to be applied on a documents-only basis because in their opinion, this could be effective. For your convenience, a documents-only arbitration means:

The parties agree for the dispute to be determined without an oral hearing and the arbitral tribunal will only review written submissions from the parties.

In our opinion, the Yak Cheese is indeed perishable so a documents-only arbitration may save some time and costs in the case of having disputes. However, our team believe that the application of the documents-only arbitration shall only be applicable when the disputes are of low value.

Can we seek your comments on this matter, please?

Merci,

Amin

Amin Chausse
General Counsel

LeClerc & Co.
31, rue de Pasteur, Lyon,
Rhône-Alpes 69007
France



Please quote our reference when replying.

Our Ref. : AIAC/D/ADM-1999-2020

Your Ref. : Please Advise



8th December 2020

PROF. DR. GABRIEL MCMAHON

The Law Building, 4th Floor
Indonesian Capital University
Jakarta, Indonesia

By Email & Post

(Fax: Please Advise)

(Email: gkm@indonesiancu.edu)

**IN THE MATTER OF AN AIAC ARBITRATION BETWEEN MALAYSIAN GLORY
BERHAD (CLAIMANT) AND LECLERC & CO (RESPONDENT)**

We refer to the above matter.

We thank you for accepting the appointment as the Presiding Arbitrator in the above-captioned arbitration matter and returning to us the duly executed copies of the Letter of Acceptance and the Declaration. Kindly be informed that with your recent appointment, the Arbitral Tribunal has now been fully constituted.

Please be advised the Parties have duly paid the provisional advance deposit for this matter. As such, pursuant to Rule 14(3) of the AIAC Arbitration Rules 2018, you may now progress the arbitral proceedings.

Thank you.

Yours faithfully,

[signed]

MICHEAL SUNNY

Head of Legal

Email: michael@aiac.world / diego@aiac.world

c.c. DATIN ZOHRA KHAN

A Chambers
EkoCheras, No. 693, Batu, 5, Jalan Cheras
56000 Kuala Lumpur

By Email & Hand

(Fax: Please Advise)

(Email: dzk@achambers.com)

GHI MING LEE

B Fabulous Collection
266 Wangfujing St
Beijing, PRC

By Email & Hand

(Fax: Please Advise)

(Email: ghi@fabcollection.com)

PROF. DR. GABRIEL MCMAHON
The Law Building, 4th Floor
Indonesian Capital University
Jakarta, Indonesia
gkm@indonesiancu.edu

Our Reference: RB/01/2020/PKC

16th December 2020

Z&W&Z ASSOCIATES

Unit 20-15, Tower 1, Avenue 3A, The Horizon
 Jalan Kerinchi, Bangsar South, 59200 Kuala Lumpur
 [Attn.: Zita Wu Wei & Ryan Uppland]

By Email & Post

(Email: zita@zwz.com.my
ryan@zwz.com.my)

ARBITRAGE VICTOIRE

3 Avenue de la Bourdonnais,
 75007 Paris, France
 [Attn: Aimée Delphine & Jan van Rotterdam]

By Email & Post

(Email: a.delphine@arbv.fr
j.rotterdam@arbv.fr)

Dear Sirs,

**IN THE MATTER OF AN AIAC ARBITRATION BETWEEN MALAYSIAN GLORY
 BERHAD (CLAIMANT) AND LECLERC & CO (RESPONDENT)**

With reference to the arbitration above and the confirmation by the Director of the AIAC dated 8th December 2020, the three-member Arbitral Tribunal has been constituted as follows:

- (a) Prof. Dr. Gabriel McMahon, Presiding Arbitrator;
- (b) Datin Zohra Khan, First Arbitrator;
- (c) Ms. Ghi Ming Lee, Second Arbitrator.

In order to progress this arbitration, the Arbitral Tribunal intends to fix the first preliminary meeting. The Arbitral Tribunal invites the Claimant and the Respondent to confirm their availability on 29th January 2021 from 16:00 PM MYT (UTC+8) virtually by Zoom.

Kindly provide us your confirmation by no later than **29th December 2020**.

Should the Parties be agreeable, I would like to invite the Claimant to liaise and arrange the necessary with Mr. Diego Sulamazra (Senior International Case Counsel, AIAC), who acts as the tribunal secretary for the present arbitral proceedings.

Thank you.

Yours sincerely,

[signed]

PROF.DR. GABRIEL MCMAHON

Presiding Arbitrator

c.c.

DATIN ZOHRA KHAN

A Chambers
EkoCheras, No. 693, Batu, 5, Jalan Cheras
56000 Kuala Lumpur

By Email & Hand

(Fax: Please Advise)

(Email: dzk@achambers.com)

GHI MING LEE

B Fabulous Collection
266 Wangfujing St
Beijing, PRC

By Email & Hand

(Fax: Please Advise)

(Email: ghi@fabcollection.com)

**ASIAN INTERNATIONAL
ARBITRATION CENTRE (AIAC)**

Bangunan Sulaiman
Jalan Sultan Hishamuddin
50000 Kuala Lumpur
Malaysia

By Fax, Email & Hand

(Fax: 03 2271 1010)

(Email: arbitration@aiac.world;
director@aiac.world;
diego@aiac.world)

[Ref. No: AIAC/INT/ADM-1999/2020]

**IN THE MATTER OF AN ARBITRATION UNDER
THE ASIAN INTERNATIONAL ARBITRATION CENTRE AIAC
ARBITRATION RULES 2018**

BETWEEN:

MALAYSIAN GLORY BERHAD
(CLAIMANT)

-AND-

LECLERC & CO
(RESPONDENT)

[CASE NO.: AIAC/INT/ADM-1999-2020]

PROCEDURAL ORDER NO.1

Prof. Dr. Gabriel McMahon, Presiding Arbitrator
Datin Zohra Khan, First Arbitrator
Ms. Ghi Ming Lee, Second Arbitrator

Tribunal Secretary:
Mr. Diego Sulamazra

Date: 19th January 2021

I. Introduction

1. By consent, the first preliminary meeting between the Arbitral Tribunal and the Parties was held on 18th January 2021 at 16:00 P.M MYT (UTC +8) virtually via Zoom. The session concluded at 17:30 P.M MYT (UTC +8).
2. The first preliminary meeting was attended by and conducted in the presence of:
 - (a) Members of the Arbitral Tribunal:
 - Prof. Dr. Gabriel McMahon (Presiding Arbitrator);
 - Datin Zohra Khan (First Arbitrator); and
 - Ghi Ming Lee (Second Arbitrator).
 - (b) Representatives of the Parties:
 - Ms. Zita Wu Wei and Mr. Ryan Uppland, Partner of Z&W&Z Associates, Representative of the Claimant; and.
 - Ms. Aimée Delphine and Mr. Jan van Rotterdam, Partners of Arbitrage Victoire Law Firm, Representative of the Respondent.
 - (c) Mr. Diego Sulamazra, Senior International Case Counsel, AIAC, Secretary of the Arbitral Tribunal.
3. By consent, this Procedural Order records the procedural rules that govern this arbitration and any reservation made by the Parties in respect thereof. Unless specified otherwise, this Procedural Order adopts the abbreviations set out in the NoA and Response to the NoA.

II. Order of the Proceedings

4. After a discussion with the Parties regarding the structure of the proceedings, which is to be in a timely and cost-efficient, and in light of the objection raised by the Respondent for the conduct of arbitral hearing and document production in this arbitration, the Arbitral Tribunal hereby directs the orders as follows:
 - a. The Parties are required to present their written submissions on the following issues:
 - i. The Arbitral Tribunal's power and jurisdiction to determine the conduct of arbitral hearing outside the Parties' agreement to have a documents-only hearing pursuant to Article 13 of the Manufacturing, Sale and Transportation Agreement dated 16th October 2019.

- ii. The appropriate method and manner of document production as regards to the Respondent's Secret Recipe and the HGA Recipes. In so doing, the Parties are directed to refer to the Inquisitorial Rules of Taking Evidence in International Arbitration (the "Prague Rules") and make submissions as to the scope of application of the Prague Rules.
- iii. Whether the arbitral tribunal should grant the interim relief of injunctioning the Respondent from continuing negotiations with Trendy Henry.
- iv. Whether the Claimant should be entitled to exercise its right of avoidance under the CISG in relation to the MST Agreement for the Respondent's alleged fundamental breach of the MST Agreement.
- v. Whether the Respondent properly cured or is otherwise exempt from any breach of its obligations under the MST Agreement pursuant to the CISG.

b. Timelines for the written submission of the Parties will be communicated in due course.

- c. The oral submissions of the Parties shall take place at/on the following:
 - i. Venue: Ulaanbaatar, Mongolia. Exact location to be announced soon.
 - ii. Date: 21 – 24 October 2021.
- d. In the event the Parties need further information, the Parties may submit Requests for Clarification by no later than 18th June 2021. Please note that the Parties must elaborate on the rationale for the clarification. The Arbitral Tribunal will not entertain a Request for Clarification that is not accompanied by the rationale for the questions. The procedure for submitting Requests for Clarification will be advised soon.

This Procedural Order is issued in Kuala Lumpur, Malaysia, on 19th January 2021.

[signed]

Datin Zohra Khan
First Arbitrator

[signed]

Prof. Dr. Gabriel McMahon
Presiding Arbitrator

[signed]

Ghi Ming Lee
Second Arbitrator

CLARIFICATIONS TO THE MOOT PROBLEM

General Notes

- (a) Where questions have neither been answered nor recorded in these Clarifications, it should be assumed that they are immaterial, the omission is intentional, or that the resolution of the issue is a matter for the Parties to determine by reference to the law and inference to the facts.
- (b) The Parties are reminded to discuss only the procedural and substantive issues indicated under Paragraphs 4 (a) of Procedural Order No. 1 in their written and oral submissions. No further questions should be addressed at this stage of the proceedings.

Formatting Clarification and Amendments

1. ***In the Claimant's Notice of Arbitration, page 17 paragraph 32, it is stated that "Article 12 of the MST Agreement clearly states that "The Parties further agree that where perishable goods are involved, the arbitration is to proceed on a documents-only basis..." However, in the Claimant's Exhibit 1, page 28 and 29, it is Article 13 that concerns the dispute resolution. Is this a typographical error?***

This is an inadvertent typographical error. The Claimant's Notice of Arbitration at page 17 paragraph 32 should read "Article 13 of the MST Agreement clearly states that ...".

2. ***In Claimant's Exhibit 1, page 28, Clause 8 provides that "In the event any Products do not comply with the specifications Clause 3 and are rejected by Buyer, Buyer may, at its option...". However, Clause 3 concerns the distribution and ownership of products, whereas Clause 4 concerns the standards of the products. Should the specifications stated under Clause 8 therefore be Clause 4 rather than Clause 3?***

This is an inadvertent typographical error. Clause 8 of the MST Agreement as found in Claimant's Exhibit 1, page 28, should read: "... In the event any Products do not comply with the specifications Clause 4 and are rejected by Buyer, Buyer may, at its option...".

3. ***In Respondent's Exhibit 1, page 55, paragraph 10, it is stated "Nonetheless, all the goods were delivered to the Respondent on or before the contracted date of delivery". However, shouldn't the goods be delivered to the Claimant instead of the Respondent?***

This is an inadvertent typographical error. The Witness Statement of Madeine Beauregarde as found in the Respondent's Exhibit 1 should read at paragraph 10, page 55: "Nonetheless, all the goods were delivered to the Claimant on or before the contracted date of delivery".

4. ***Is the reference to Article 4.2(a) of the Prague Rules at paragraph 44, page 20, correct?***

This is an inadvertent typographical error. The reference should be to Rule 4(5)(a) of the Prague Rules and not Rule 4.2(a).

5. ***Is the reference to “Morning Glory Berhad” on page 30 of the record a typographical error?***

This is an inadvertent typographical error. The reference to “Morning Glory Berhad” on page 30 should actually be a reference to the Claimant, that is “Malaysian Glory Berhad”.

6. ***Is the reference to the ICC Incoterms 2019 as stated on page 31 of the record actually meant to refer to either the Incoterms 2010 or the Incoterms 2020?***

This is an inadvertent typographical error. The reference should be to the Incoterms 2010.

7. ***With respect to the Witness Statement of Madeine Beauregarde as found in the Respondent’s Exhibit 1, are the references to the “Pulau Lamai” actually a reference to the “Pulau Lama”? Also, what is meant by the term “jumped ship” at paragraph 20, page 58 of the record?***

This is an inadvertent typographical error. Any reference to the “Pulau Lamai” in the record is actually a reference to the “Pulau Lama”. The term “jumped ship” is a colloquial expression which refers to a person resigning from their place of employment.

8. ***When exactly did the Malaysian authorities disposed of the goods and what was the exact date the Respondent offered to remedy the breach/ offered a fresh batch of goods to the Claimant?***

This is an inadvertent typographical error. The Notice of Arbitration at paragraph 42, page 20, should state “**18th July 2020**” instead of “20th July 2020”. Similarly, the Response to the Notice of Arbitration at paragraph 21, page 46, should state “**On the same day**” instead of “10th August 2020”.

Questions and Answers

9. ***Is there an objective criterion to determine what is a low value dispute and a high value dispute as mentioned in CL. EXHIBIT 3 and RS. EXHIBIT 2?***

The Parties did not agree on an objective criterion to distinguish between a low value and a high value dispute. Rather, the such categorisation is a subjective matter that needs to be considered against the relevant financial positions of the Parties and the extent of the loss, if any, incurred.

10. ***With reference to the contents of Paragraph 23 of the Claimant's Notice of Arbitration, was the Respondent aware of the Claimant's commitment to the KL Cheesy Festival?***

No, the Respondent was not aware of the Claimant's commitment to the KL Cheesy Festival. However, the Respondent was aware that the Claimant was reliant on the timely delivery of the artisanal cheese products given the Claimant's need to supply the said products to its hotel chains, as well as its commitments to other domestic and international artisanal food retailers.

11. ***Do the creative rights over the HGA recipes as shared equally between the parties under Clause 2 of the MST Agreement also include the process by which the HGA was arrived at?***

During the contract negotiation phase, the Parties did not discuss the meaning of "creative rights" as stated in Clause 2 of the MST Agreement. However, the understanding between the Parties was that any collaboration which includes creation of the HGA product line would be credited equally by and to both Parties, on goodwill basis.

12. ***What were the contents of the Claimant's notice of avoidance?***

The Claimant issued its Notice of Avoidance on 6th August 2021, via email, excerpts of which are reproduced below:

Dear Dom,

In view of the recent delivery of the goods that are not in accordance with the standards contained in the Agreement, we are left with no choice but to exercise our rights to avoid the Agreement as a whole.

NOTICE OF AVOIDANCE

Please note that due to your failure to manufacture and deliver the goods in accordance with the terms and standards provided in the Manufacturing and Delivery Agreement, you have committed a fundamental breach of the said Agreement.

As per the Agreement and in accordance with the principles under the international sale of goods, please accept this email as our notice of avoidance of the Agreement, effective immediately upon receipt of this email.

We further reserve our rights to claim for damages, including but not limited to loss of profits.

Thank you.

Best regards,

Daniel Lee

DATO' DANIEL LEE

CEO

MALAYSIAN GLORY BHD

Lot 84, Jalan Manis,

Taman Mutiara, 53200

Cheras, Selangor, Malaysia



13. ***Do parties agree that the merits of the dispute on Issues (iv) and (v) should be determined exclusively based on the CISG rather than English law (despite Article 16 of the MST Agreement stipulating both as the governing law)?***

Yes.

14. ***Who is named as the shipper and consignee in the bill of lading for the 4th shipment?***

The named shipper was the Respondent, the carrier was The Pulau Lama, and the consignee was the Claimant.

15. ***Did the Claimant reimburse the freight costs for the 1st, 2nd and 3rd shipments?***

No, because the Claimant intends to reimburse the Respondent the total freight costs upon completion of all four (4) shipments.

16. ***Did the Respondent provide quotations from Pulau Lama to the Claimant for the 1st, 2nd and 3rd shipments? If yes, did the Claimant express any objection to its inclusion?***

No quotes were obtained from The Pulau Lama for the 1st, 2nd or 3rd shipments. Rather, for these shipments, quotes were obtained from Easy A, Afternoon Delight and Kuljao Semsai.

17. ***Why did the logistics provider (ELK) only notify the Respondent on the arrival of the 4th shipment on 16th July 2020 but not its disposal of goods on 18th July 2020? Is ELK responsible to notify the Claimant or Respondent on the status of clearance of all shipments?***

It is not the responsibility of the logistics provider to notify the Respondent of the status of the clearance of the goods.

18. ***Are parties required to submit on the recoverability and quantum of damages sought by the Claimant, particularly on the loss of profits?***

No.

19. ***In Claimant Exhibit 2, page 33, paragraph 5, Mr Kair Raman mentioned that he had received a notification regarding the delay of the 4th shipment via phone call. However, in the Claimant's NoA, page 14, paragraph 20, it is stated that this notification was received via email. Is this a mere typographical error?***

No, this is not a typographical error. As a matter of professional courtesy, Ms. Beauregarde did call Mr. Raman before sending him an email to a similar effect.

20. ***The Claimant asserts that there has been a breach of the MST in their NoA, at page 20, paragraph 43, relating to the Respondent's negotiations with another artisanal foods retailer in Singapore (Trendy Henry). Is this in reference to a specific clause of the MST Agreement?***

The Claimant alleges that the Respondent is in breach of Article 3 of the MST Agreement.

21. ***Why is there an intentional blank space in Clause 8 of the MST Agreement?***

It appears that Clause 8 was left incomplete at the time of the signing of the Agreement. Hence, the Claimant is relying on the provisions of the CISG, pursuant to Clause 16 to exercise its right of avoidance.

22. ***Was there a reply to the 10th October 2019 email from the Respondent?***

There was no reply to the email dated 10th October 2019 from the Respondent.

23. ***When the final MST Agreement sent to the Respondent to sign did not reflect the proposed term in the email dated 10th October 2019, did the Respondent ask the Claimant about it? Or did the Respondent sign the agreement without asking?***

The Respondent signed the Agreement without asking further.

24. ***Did the Claimant have access to the HGA Recipes at any point in time? How did the Claimant's culinary experts test the recipes as stated in the Notice of Arbitration at paragraph 40, page 19, if they had no access to the HGA Recipes?***

The Claimant's culinary experts had access to the HGA Recipes throughout the experimentation process. However, where the Respondent's Secret Recipe was concerned, none of the documents to which the Claimant's culinary experts had access set out the process or the ingredients used to make the Respondent's Secret Recipe – rather, the ingredient list would simply state a batch number for the Respondent's Secret Recipe. This was because during the experimentation phase, the Respondent's culinary experts would provide batches of cheese made using the Respondent's Secret Recipe to the Claimant's culinary experts, who would then test out permutations and combinations of the Claimant's Signature Recipe when combined with the various cheese batches provided to achieve an optimum flavour balance. Once achieved, the Respondent's culinary experts would note down the batch number of the utilised cheese batch to create cheese for the HGA product line using an identical method.

25. ***What kind of "Asian artisanal delights" do the Respondent's ongoing discussions with Trendy Henry concern? Do these products involve the use of HGA Recipes?***

The Respondent and Trendy Henry discussed about various Asian artisanal delights including an artisanal cheese range. As stated in Claimant's Exhibit 4, "...LeClerc & Co intends to re-create the magic it recently waved with its joint venture with Malaysian Glory Berhad to establish The Hidden Gems of Asia artisanal cheese range".

26. ***When do the Respondent and Trendy Henry intend to release the line of artisanal products?***

Discussions about their collaboration are still underway and no dates have been projected thus far.

27. ***Did the MOH give any indication of why the Product was not fit for human consumption? Is there anything in the notice that indicates it might be due to Pulau Lama's improper refrigeration?***

The notification from the Food Safety and Quality Division found that the Product was not in accordance with the Food Act 1983 and was unfit for human consumption. It is not this division's duty to investigate or speculate the cause of the spoilage.

28. ***Were the previous 3 shipments of Products also examined by customs and the Ministry of Health? If that is not the case, is there any particular reason as to why MOH decided to examine the 4th shipment?***

Yes, routine inspections were also carried out on all the previous shipments.

29. ***If the shipments were all subject to customs inspection by the relevant authorities, were the contractually stipulated delivery dates the date of arrival in Malaysia or the date it reached the Claimant's hands?***

The due date reflects the date the Products are to be received by the Claimant.

30. ***What does "kept in proper refrigeration conditions" at paragraph 14, page 12 of the record refer to? During the HGA Products 45- day shelf life, are they kept in the same refrigeration conditions as when they are ageing? What happens if the refrigeration conditions do not change from when they are ageing?***

The reference to "kept in proper refrigeration conditions" relates to the temperature specified by the Respondent to the carrier, via the ELK, that the HGA Products were required to be maintained at to best facilitate the aging process (i.e. 11oC). Once the ageing process concludes, the HGA Products are required to be stored at normal refrigeration temperature (3-4oC). If such change in temperature does not occur, the HGA Products would continue to age and may be at risk of spoilage.

31. ***Did anything result from the “scathing blog post” about Pulau Lama at page 33? Did a lawsuit against Pulau Lama ensue?***

It is industry knowledge that the Pulau Lama is involved in a few complex arbitrations relating to transportation breaches. However, the precise nature of these disputes is unknown due to the confidential nature of arbitration proceedings.

32. ***Is BusiLeaks a reputable and reliable source of business information?***

BusiLeaks is in many ways similar to WikiLeaks. The only difference lies in the subject matters covered in BusiLeaks which only focuses on international commerce and trade.

FURTHER CLARIFICATIONS

General Notes

- (a) Where questions have neither been answered nor recorded in these Clarifications, it should be assumed that they are immaterial, the omission is intentional, or that the resolution of the issue is a matter for the Parties to determine by reference to the law and inference to the facts.
- (b) Any reference to a clarification number in this document refers to the numbering adopted in Clarification No. 1, unless expressly stated otherwise.

Formatting Clarification and Amendments

1. ***As the Arbitral Tribunal had directed the Parties to refer to the Inquisitorial Rules of Taking Evidence in International Arbitration, does this mean that the request by the Claimant to implement the Prague Rules on the Efficient Conduct of Proceeding in International Arbitration is rejected?***

The correct reference to the Prague Rules is the Rules on the Efficient Conduct of Proceedings in International Arbitration. The Inquisitorial Rules of Taking Evidence in International Arbitration was working title used during the drafting process of the Prague Rules.

2. ***Does the “final MST Agreement” that was signed by the Parties refer to the draft MST Agreement sent by the Claimant on the email dated 27th September 2019?***

Yes, the final MST Agreement refers to the draft MST Agreement sent by Mr Richard Chang of Malaysian Glory Bhd to Mr Amin Chausse of LeClerc & Co on 27th September 2019.

There is also an inadvertent typographical error in the first paragraph of Mr Chausse’s email dated 10th October 2019 (cf. Cl. Exhibit 3). The correct date is **27th September 2019** and **not 27th September 2020**.

3. ***Should the last line of page 14, paragraph 22 of the record be 28th July instead of 18th July since on the 23rd July the Claimant was only informed about the non-conformity of the products?***

There are no typographical errors here as the consignment was disposed off by the authorities on 18th July 2020, even though the Claimant only received the official notification on 23rd July 2020.

4. ***In Respondent's Exhibit 1, page 53, paragraph 2, it is stated "I am also responsible liaising with our panel logistic service providers ("PSLP") for the transportation of our products". Shouldn't it be "PLSP"?***

This is an inadvertent typographical error. Any reference to "PSLP" in the record is actually a reference to "PLSP".

Questions and Answers

5. ***It was stated that the Respondent had worked with many others entities in developing artisanal food products. Did a similar dispute ever arise that required the Respondent to disclose its Secret Recipe?***

No, a similar dispute has not arisen in any of the Respondent's prior endeavours regarding its Secret Recipe.

6. ***With respect to Clarifications 4 and 11, is the Claimant requesting for the disclosure of the HGA Recipes based on Clause 2 of the MST Agreement to exert its creative rights? Or is the Claimant only relying on Article 4.5(a) of the Prague Rules? And if only the latter, does this mean that the Claimant will be satisfied with the arbitral tribunal drawing adverse inference pursuant to Article 10 of the Prague Rules in the event of non-disclosure?***

The Claimant's reliance on Article 4.5(a) of the Prague Rules is an alternate relief to its primary relief of obtaining an order for the disclosure of the HGA recipes.

7. ***In Clarification 11, does "credited equally" mean that the Parties must be conferred equal profits arising from the sale of the Products, or does it mean that they have equal rights over the possession and control of the HGA Recipes?***

The reference to "credited equally" means that the Parties are equally involved in the creation of the HGA product line and receive due acknowledgment and recognition for their involvement in the same.

8. ***In relation to Clarification 11, is there a time limit imposed on the Parties' creative rights over HGA recipe? If no, is there a general understanding/interpretation for such right between them?***

No, a time limit has not been imposed as the Parties had assumed that so long as the HGA Product line remained viable, both Parties should be able to profit from the fruits of the collaboration.

9. ***In Clarification 11, how is the Respondent credited equally in the HGA line? Is their company on the packaging of the cheese or mentioned in the menu?***

All promotional efforts including social media posts always specify that the HGA product line is a collaboration between the Claimant and the Respondent. The packaging of the HGA Product line also makes reference to the Parties as the creators of the product and specifies that the product is manufactured by the Respondent and distributed by the Claimant.

10. ***While the Claimant's culinary science experts may be able to determine that the Respondent's culinary experts were experimenting with the HGA Recipes, how was it concluded that this was to reduce the Respondent's production overheads?***

This was an inference made by the Claimant's culinary experts based on their conversations with the Respondent's culinary experts given that regular references were made during the course of the experimentations to minimising production overheads and maximising the profitability of the collaboration between the Claimant and the Respondent. The Respondent has reinforced this position at paragraph 32 of the Response to the Notice of Arbitration.

11. ***Was there ever a report submitted by the Claimant's Culinary Experts regarding the supposed experimentation on the HGA Recipes, or was it simply an oral report based on the results of the trials where samples failed the fermentation requirements?***

Yes, as with any other experimentation process, the results of the experiments using the HGA Recipes were documented and a joint report was submitted by the Parties' culinary experts to both the Claimant and the Respondent for approval before launching the HGA Product line. A copy of the joint report has not been filed by either Party at this stage of the arbitration proceedings due to the sensitivity of the contents of the report and also because the Parties wish to file substantive reports by their relevant culinary experts once the outcome of the upcoming hearing is known.

12. ***With regard to Clarification 22, was the Claimant aware of the Respondent's proposed term regarding the documents-only basis arbitration? Did they have discussion on the terms and what was their final decision?***

Yes, the Claimant would have been aware since this was referenced in its email to the Respondent dated 10th October 2019. The Respondent did not reply to the said email and there was no further discussion between the Parties on this matter.

13. ***With reference to Clarification 9 regarding the subjective nature of assessing the dispute, what are the relevant financial positions/information of the parties?***

The Claimant expected its estimated earnings from the HGA product line to be approximately USD3.3M per annum, which would increase the Claimant's annual net income by 10%. To date, the Claimant has invested USD8M in its collaborative efforts with the Respondent in establishing the boutique hotel and the HGA product line, whilst the Respondent has invested approximately EUR10M.

The value of the last shipment can be ascertained by reviewing the record. If necessary, any other financial information of the parties should be understood on the basis of case facts.

14. ***In Clarification 9, does the word 'value' mean anything that contains commercial value to the respective Parties?***

The word "value" shall be understood in light of its literal meaning and the factual background.

15. ***What is the relationship and difference between logistics provider and carrier?***

For the purpose of this dispute, the logistics provider assists the Respondent with procuring quotes and transporting the goods to be delivered to the selected carrier. The carrier transports the consigned goods by sea from Port A to Port B.

16. ***Did the Respondent inform ELK, and in turn Pulau Lama, that the temperature of the shipment has to be altered when the stipulated ageing process of 12 weeks is complete?***

This was not expressly communicated by the Respondent to ELK because it was envisaged that the aging process would continue while the products were being transported by sea. However, the Respondent had communicated to ELK the temperature at which the products had to be maintained to prevent spoilage (see Paragraph 8 of the Witness Statement of Madeline Beauregarde).

17. ***In relation to the 4th shipment, why did ELK not obtain quotations on Easy A on behalf of the Respondent, since quotations from Easy A were consistently sought in the first three shipments?***

Easy A's quote had sky-rocketed by the time the products were ready for the 3rd shipment. ELK had been verbally advised that a similar quote from Easy A would be likely for the 4th shipment which was why it opted for the other three carriers whose quotes were, by far, more competitive.

18. ***With respect to Clarification 29, is the Respondent responsible to follow up with the Claimant to ensure that on the date of the arrival of the shipment, the goods are to be reached to the claimant's hands as stipulated in the contract?***

There are no express terms in the MST Agreement stipulating any responsibilities on the Respondent to follow up with the Claimant. Nonetheless, standard business practice provides that it is good practice for contracting parties to maintain clear, concise and constant communication at all times.

19. ***With respect to Clarification 30 and the refrigeration temperatures which needed to be monitored at all times, did ELK report the changes of temperature from aging temperature to storage temperature in their reports to the Respondent?***

Whilst ELK constantly provided updates and status reports on the condition of the shipment to the Respondent, these updates and reports did not include any information on the temperature changes.

20. ***Why did the Claimant reject the Respondent's offer to remedy the breach?***

The Claimant opted to exercise its right of avoidance pursuant to the CISG.

21. ***With respect to the 4th shipment, had the Claimant made any payment to the Respondent?***

Yes, the Claimant has made payments to the Respondent for all the deliveries, including the 4th shipment.

22. ***Was the routine inspection on the 4th shipment more stringent than the earlier three shipments?***

The routine inspections carried out on all the shipments followed the same standard operating procedures that are in place to ensure that all imported food meets the requirements for public health and safety and is compliant with Malaysia's food standards.

23. ***What was the Claimants' reply to the Respondents' offer for a fresh batch of the 4th shipment?***

The Claimant did not respond to the Respondent's offer as at that point in time, the Claimant had already served its Notice of Avoidance on the Respondent.

24. ***Is there any specific reason as to why the Respondent did not inform the Claimant about the change in the agreed carriers after the former had shipped the cheese products?***

The Respondent was mindful that it needed to meet its performance and delivery obligations under the MST Agreement given that time was of the essence.

25. ***In Clarification 31, it is stated that it is industry knowledge that the Pulau Lama is involved in a few complex arbitrations relating to transportation breaches. Does this industry knowledge refer to logistic industry?***

It refers to the shipping and logistics industry.

26. ***In relation to Clarification 31, how reputable and reliable is the publisher behind the 'scathing blog post' about Pulau Lama? Has Pulau Lama formally disputed the blog post's contents stating 'negligence in the transportation of temperature-sensitive goods by sea due to issues in Pulau Lama's named ship's refrigeration plant'?***

The blog post in question was published on a reputable website that covers the latest trends, news and insights in the shipping and logistics industry called "Global Shipping Review" ("GSR"). The blog post does not credit a particular author but its contents were verified by the GSR Editorial Team before the publication went live. Information is presently unavailable as to whether the Pulau Lama has commenced negligence or defamation proceedings against GSR.

27. ***Were there any findings made in the arbitration disputes that the Pulau Lama shipment carrier definitely had faulty refrigeration?***

It should be reinforced that arbitral proceedings are confidential even though the subject matter in one arbitration may relate to the subject matter in other arbitration. No further clarification will be given.

28. ***Was the Claimant aware of the negotiation between the Respondent and Trendy Henry before the Busileaks post on 30th August 2020?***

No, the Claimant was not aware.

29. ***Was there ever any substantiation of the negotiations between the Respondent and Trendy Henry beyond the Busileaks article?***

See Clarification 26 in Clarification No. 1.

30. ***Apart from alleging a breach of Article 3 of the MST Agreement, is the Claimant also alleging a breach of confidence in respect of the Respondent's negotiations with Trendy Henry?***

At this point in time, the Claimant's request for an injunction is only based on its contention that the Respondent is in breach of Article 3 of the MST Agreement.

31. ***In relation to Clarifications 20, 25, 26 and 32, is the Respondent disputing the admissibility and contents of the BusiLeaks article (Cl. Exhibit 4)? Is this the only piece of evidence that the Claimant relies on to support its injunction request?***

Rather than disputing the admissibility and contents of the BusiLeaks article, the Respondent is asserting that it has rights to deal with the HGA recipes as it sees fit vis-à-vis its exclusive rights over the recipes (see paragraph 35 of the Response to the Notice of Arbitration).

Yes, the Claimant's request for an injunction is primarily based on the BusiLeaks article but it is also based on the financial and reputational harm it would suffer if the Respondent tries to create a product similar to the HGA product line with Trendy Henry.

It should be clarified that the type of injunction sought by the Claimant is an interim injunction for the Respondent to refrain from continuing negotiations with Trendy Henry until the outcome of this arbitral proceeding is known.

OFFICIAL RULES

1. Organisation

The LAWASIA International Moot Competition (“Competition”) is held in conjunction with the annual LAWASIA Conference. It will be organised by the LAWASIA Moot Standing Committee (“Moot Committee”).

2. Language

The language of the Competition is English and interpreters will not be available. However, judges will be mindful of the difficulties faced by mooters arguing in a language other than their own.

3. Membership and Eligibility of Teams

3.1 Each team shall consist of a minimum of two members and a maximum of three members, each of whom:

- (a) is pursuing an undergraduate law degree or a bar qualifying course or its equivalent, or
- (b) is undertaking a first graduate degree in a legal field (not including Ph.D., S.JD and its equivalent unless express prior approval from the Competition Administrator has been obtained); and
- (c) is enrolled at a law school in the country that he or she represents as a full time or part-time student as at the date of the deadline of registration of the team for the international rounds; and
- (d) has not been admitted as an advocate and solicitor, barrister, attorney, legal practitioner or equivalent in their respective jurisdiction.

3.2 Members of each team must be students from the same law school.

3.3 The names of the members of each team shall be given to the Moot Committee on the date of registration.

3.4 Each team will be given a team number upon payment of registration fees.

4. Number of Participating Teams

The Moot Committee will decide on the maximum number of participating teams each year as well as the maximum number of teams that represents one particular country.

5. Assistance

- 5.1 Teams may not have any outside assistance in the preparation or presentation of their cases other than general guidance on the issues involved and research sources.
- 5.2 Coaches accompanying the teams to the competition shall be a member of the staff of the law school.

6. The Moot Problem

- 6.1 The moot problem shall involve issues of international or LAWASIA interest. It must be concerned solely with a point or points of law to be decided by the Moot Committee.
- 6.2 The moot problem will be announced at an appointed date and the same problem will be used throughout the Competition.
- 6.3 Any ambiguities will be sent to the Moot Committee. The Moot Committee may then resolve the ambiguities at its absolute discretion. Clarifications will be communicated to the participating teams.
- 6.4 Teams are expected to prepare arguments for both the Claimant and the Respondent.

7. The Competition

- 7.1 The number of teams competing, and the structure of the competition shall be decided by the Moot Committee.
- 7.2 The Moot Committee has the absolute discretion to decide whether to award the prizes available in the competition.
- 7.3 The marks awarded in each round shall be published at the end of each round.
- 7.4 The Best Mooter shall be decided by the Moot Committee taking into consideration the total individual points in the general rounds as well as comments from the judges on the performance of the mooters.
- 7.5 The team in the opinion of the Moot Committee that best exhibits the LAWASIA spirit and values of fellowship, scholarship, and amity in the international rounds will be awarded The Spirit of LAWASIA Trophy.
- 7.6 The team in the opinion of the Moot Committee that best demonstrates the most effort under difficult and challenging circumstances in the international rounds will be awarded The Best Endeavour Award.

- 7.7 The winning team in the final of the Oral Rounds of the Competition will be awarded the LAWASIA Best Oralist Team.
- 7.8 The winning team will not necessarily be the team for which judgment may be given on the law.

8. Judging the Competition

- 8.1 Each general round moot shall be held before a panel of judges appointed by the Moot Committee. The Moot Committee has the absolute discretion to make the selection and allocation of judges for the competition.
- 8.2 Each panel of judges shall consist of three judges. The Moot Committee reserves the right to have two member panels if for whatever reasons a three-member panel cannot be constituted. The Moot Committee also reserves the right to have more than three judges sitting in a panel during the finals of the Moot Competition.
- 8.3 The presiding judge shall be the most senior judge, or as decided by the Moot Committee.
- 8.4 Each judge shall complete an individual marking sheet for each participant in a moot.

9. Persons Eligible to Judge

- 9.1 The Moot Committee shall determine the persons who are eligible to serve as judges in the Competition.
- 9.2 Undergraduate students may not act as judges. Postgraduate students may be eligible to serve as judges, but they must not be directly affiliated with any participating Team in the Moot Competition at which they are to judge.
- 9.3 Judges who are affiliated with a participating law school in the Competition either personally or professionally, may not act as a judge on a panel of any match involving teams from that law school.
- 9.4 The Competition Administrator has discretion to approve such a judge affiliated with a participating law school if, in his or her opinion it would not risk impartiality nor jeopardise propriety.

10. Moot Oral Rounds

10.1. General Rules in the Moot Oral Rounds

10.1.1 Team members

In any given oral round, each team (comprising two members) is allowed 45 minutes for the oral submission. This is apportioned accordingly to:

- (a) first mooter – 20 minutes
- (b) second mooter – 20 minutes
- (c) rebuttal or surrebuttal – 5 minutes.

Judges have discretion to permit time extensions (on their own volition or upon request).

10.1.2 Additional Counsel

At each oral round, one additional team member may sit at the counsel table with the two mooters as counsel so long as he or she is a registered team member. The team member acting as counsel need not necessarily be the same team member in each round.

10.1.3 Attire during the Oral Rounds

Unless otherwise instructed by the Moot Committee, team members must attend the oral rounds in business attire, i.e. dark suits with tie for men and dark suits with skirt or trousers for ladies.

10.2 Oral Submission

10.2.1 Order of Oral Submission

- (a) The order of the oral submission in each moot round of the Competition is:

Claimant Mooter 1
 Claimant Mooter 2
 Respondent Mooter 1
 Respondent Mooter 2
 Rebuttal (Claimant Mooter 1 or 2)
 Surrebuttal (Respondent Mooter 1 or 2).

- (b) The judges have full discretion to permit variation to the order of pleadings.

10.2.2 Scope of Pleadings

- (a) The claimant's rebuttal is limited to the scope of the respondent's pleadings.
- (b) The respondent's surrebuttal is limited to the scope of the claimant's rebuttal, unless the claimant has waived rebuttal, in which case there shall be no surrebuttal.

10.3 Failure to attend an Oral Round

- (a) If a team does not appear for a scheduled oral round, the moot shall proceed ex parte. The team that failed to appear forfeits all the round's total points. In such instances, the Moot Committee shall in its absolute discretion decide on the scoring system as appropriate taking into consideration the moot competition structure and to ensure that all teams are judged fairly on their performance.
- (b) The team which presents its pleadings shall be given scores by the judges to the degree possible as if the opposing team had been in attendance and presenting its arguments. The Competition Administrator may, at his or her absolute discretion, schedule an ex parte proceeding for the absent team if time permits.

10.4 Communications During Competition

- (a) Only oral communications are permitted during the oral rounds.
- (b) Other than the oral submissions, there shall be no other forms of communication to any judge, and this includes but are not limited to any form of documents whether in writing or otherwise, pictures, charts, diagrams as well as any video or audio recordings.

10.4.1 Communication between Counsel and Judges During Moot Rounds

A mooter may communicate with the judges, and the judges may communicate with that mooter, during the mooter's allotted speaking time.

10.4.2 Communication and Activity at Counsel Table During Moot Rounds

- (a) Moot communication at the counsel table during oral rounds must be minimised so as to avoid distractions i.e. noise, outbursts, or other improper conduct. All communication at the counsel table shall be in writing only.
- (b) However, a mooter may orally consult with his teammates only with the permission of the judges during his allotted speaking time.

10.4.3 Inappropriate Communication During Oral Rounds

Team members at the counsel table shall not communicate either orally or in writing with spectators or other team members not present at the counsel table.

10.5 Audio and Videotaping

No audio or videotaping of a moot round is permitted without the advance permission of the Competition Administrator. The Moot Committee reserves all rights to the audio and videotaping, or any other form of audio or visual reproduction, of any moot round or part thereof. All participating teams are deemed to have consented to the taping and broadcasting of that round.

11. Scoring for the Oral Rounds.

11.1 Basis for Scores

- (a) Teams shall be judged on the quality of their overall performances, which includes the merits of the case.
- (b) Notwithstanding the scoring system hereinafter set out, the Moot Committee shall in its absolute discretion vary the scoring system as appropriate taking into consideration the moot competition structure. Such variation in the scoring system shall be announced to the participating teams on or before the commencement of the competition.

11.2 Judging the Oral Rounds

The Moot Committee shall decide on the judges for the oral rounds. A panel of three judges shall score each mooter in a match at each oral round on a scale of 50 to 100 points.

11.3 Raw Scores for the Oral Rounds

- (a) Raw Scores are the points awarded to the mooters by the judges.
- (b) In each match, a Team's Raw Score is the sum of the points of the three (3) judges for each of its two (2) mooters.
- (c) A Team's Total Raw Score in a particular round is the sum of the Team's Raw Scores in that round.
- (d) The calculation of Raw Scores shall be subject to the deduction of Penalty points under the provisions of Rule 12 below.

11.4 Round Points for the Oral Rounds

- (a) In each match, a total of up to six (6) Round Points may be awarded based on a comparison of combined moot argument scores.
- (b) The Total Round Points for a team in a particular round will be the sum of the Rounds Points obtained by that team in that round.
- (c) The Rounds Points are awarded to a team in the following manner:-
 - The sum of each judge's Raw Score for the Claimant Mooter 1 and Claimant Mooter 2 is compared to the sum of the judge's Raw Scores for Respondent Mooter 1 and Respondent Mooter 2.
 - For each judge, the Team with the higher combined mooter Raw Scores is awarded two (2) Round Points. If in any such comparison, the two Teams' scores are equal, each Team is awarded one (1) Round Point.

11.5 Two Judge Panels

If only two judges score a given Moot match, the Competition Administrator shall create a third score by averaging the scores of the two judges.

11.6 Determination of Winners and Rankings

11.6.1 Determining the Winner of a Match

In any given match, the Team receiving the greater number of six (6) available Round Points wins the match. If the two Teams have equal number of Rounds Points, the Team with the higher Team Raw Scores wins the match. If the two Teams have an equal number of Round Points and an equal Team Raw Score, the match is a draw.

11.6.2 Round Rankings

- (a) Teams shall be ranked in their respective groups (where applicable) by the number of wins in a particular round, from highest to lowest.
- (b) If two or more Teams have the same number of wins, the Team having the higher Total Rounds Points from that round shall be ranked higher.
- (c) If two or more Teams have the same number of wins and the same Total Round Points, the Team with the higher Total Raw Scores from that round shall be ranked higher.
- (d) The scoring and round ranking system prescribed herein applies to both the Preliminary Rounds and the Final Rounds (and where applicable, the Quarter-Final and Semi-Final Rounds).

11.6.3 Tie-Breaking Procedure

If two or more Teams are tied after application of Rule 11.6.2, and the outcome of the determination does not affect (a) any Team's entry into the subsequent round, or (b) the pairing of any Teams in the subsequent round of the Moot Competition, the Teams shall be ranked equally. If, however, further determination is necessary (under either (a) or (b) above), the rankings shall be accomplished as follows:

- (a) If only two Teams are tied and if the tied Teams have faced each other in the Preliminary Rounds, the winner of that match shall be ranked higher.
- (b) If only two Teams are tied and the Teams have not faced each other in earlier Rounds, and time permits, the Administrator may schedule a match between the two Teams, with the Team with the lower Team number acting for the Claimant. The match shall be conducted according to the scoring Rules for Preliminary Rounds. The winner of the match shall be ranked higher.

If neither of these methods breaks the tie, the Competition Administrator shall determine the method for breaking the tie.

11.7 Reporting of Results

After the conclusion of the Competition, the following shall be made available in soft copies for each Team participating in the Competition:

- (a) a copy of individual moot judge's scoresheets and Penalties, if any, with attendant comments, if any, from Preliminary Rounds of the Competition;
- (b) a copy of the Overall Rankings of the Preliminary Rounds of the Competition, with the Total accumulated Win-Loss records, Overall Raw Scores, and Overall Round Points;
- (c) a copy of the Mooter Rankings from the Preliminary Rounds of the Competition; and
- (d) a summary of the Advance Rounds of the Competition.

12. Penalties

12.1 Oral Round Penalties

The Competition Administrator shall impose an oral round penalty at his or her discretion, if necessary after consultation with the judges, registrars, teams and spectators.

12.2 Complaint Procedure

- (a) If a team believes that an infraction of the Rules has occurred during an oral round, the team may notify the Registrar in writing within five (5) minutes of the conclusion of that oral round. If there is no Registrar, teams must approach the Competition Administrator with complaints.
- (b) Written notification shall clearly describe the violation and the parties involved in the violation.
- (c) The team shall not directly approach the judges regarding a violation of these Rules. When possible, the matter should be raised with the Registrar outside the attention of the judges.
- (d) Failure by any team to follow the procedures described in this paragraph shall result in a waiver of the team's complaint.
- (e) If one or more judges believe an infraction has occurred during an oral round, he or she shall notify the Registrar orally or in writing within five (5) minutes of the completion of the moot round. When possible, the matter should be raised with the Registrar outside the attention of the other judges.

12.3 Penalty Deduction

Penalty deduction may be made only by the Competition Administrator. Judges are prohibited from deducting penalty points from the scores and must score the oral round as if no violation occurred.

12.4 Activity Subject to Oral Round Penalties

Penalties may be assessed for violations during an oral round by reference to rule 10 above. The Administrator shall deduct the Penalty amount from each judge's combined score (the sum of the judge's score for Mooter 1 and Mooter 2) prior to determining the Moot Round Points. Alternatively, the Administrator may in his discretion deduct the Penalty amount only from a particular Mooter.

12.5 Discretionary Penalties

In addition to the Penalties that may be deducted under Rule 12.4 above, the Competition Administrator may assess up to fifteen point Penalties for other violations of the letter or spirit of these Rules. The size of the Penalty shall correspond to the degree of the violation in the judgment of the Competition Administrator. Discretionary Penalties shall be imposed only by the Competition Administrator. Such violations may include:

- (a) poor sportsmanship;
- (b) submitting numerous frivolous complaints against other teams;
- (c) engaging in inappropriate behaviour at the counsel table during the moot rounds;
- (d) displaying obvious disregard for the procedures or requirements outlined in the Rules.

12.6 Notice and Appeals

- (a) The Competition Administrator shall notify teams of his or her decision regarding imposition of any penalty as soon as possible.
- (b) The Competition Administrator shall, where it is practicable to do so, set a reasonable time limit by which either team may appeal the decision.
- (c) Upon submission of an appeal, the Competition Administrator shall consult with the Moot Committee in determining the appeal. The Moot Committee's decision on all appeals is final.

12.7 De Minimis Rule

The Competition Administrator may waive or lessen the penalty for a de minimis rule violation.

13. Progression into subsequent Rounds

13.1 Rounds

- (a) In every competition, there shall be the Preliminary Rounds, the Semi-finals Rounds and the Final Rounds.
- (b) The Moot Committee may in its discretion hold a Quarter-final Round if it is deemed necessary.

13.2 Progression from the Preliminary Rounds

Progression from the Preliminary Rounds will be determined based on the ranking of the teams in their respective groups. The number of teams progressing will be determined based on the number of participating teams and it shall be announced to the participating teams before the commencement of the competition.

13.3 Progression into the Final Round

The top two ranking teams from the Semi-final Rounds will progress into the Final Round.

14. Power to Enact Measures

The Competition Administrator may in consultation with the Moot Committee, establish such other measures to maintain the orderly manner of the Competition or to remedy shortfalls in the Competition. Such alterations shall not violate the spirit of these Rules in the best interests of the Competition.

15. Interpretation of Rules

The Competition Administrator in consultation with the Moot Committee shall be the final arbiter in the interpretation of these rules.

PROCEDURAL GUIDELINES FOR ARBITRATION

As the moot competition is an Arbitration moot competition, the LAWASIA Moot Competition Committee would like to replicate as much as is possible, the real-life atmosphere of arbitration so as to ensure that participating teams gain the most from this experience. However, as this is also a competition, a compromise has to be reached between the procedures normally observed in an arbitration proceeding and the rules of a moot competition. The LAWASIA Moot Competition Committee has therefore issued the Procedural Rules in addition to the Official Rules of the LAWASIA International Moot Competition ('Official Rules'). Competing teams are therefore expected to read and observe both the Official Rules as well as the following Procedural Rules:

1. Order of proceedings

The order of proceedings shall be as set out in the Official Rules, i.e. Claimant Mooter 1 (20 minutes), Claimant Mooter 2 (20 minutes), Respondent Mooter 1 (20 minutes), Respondent Mooter 2 (20 minutes), Rebuttal (5 minutes), followed by the Surrebuttal (5 minutes).

2. Proper address

The Arbitrators shall be addressed as Mr or Madam Arbitrator and the Chair of the panel shall be addressed as Mr or Madam Chairman. Collectively, the panel should be addressed as the Arbitral Panel. Alternatively, arbitrators may be addressed by their family names such as "Mr Young, Ms Doi, Dr Lee, Professor Jones or Sir/Madam".

It is inappropriate to use honorific titles for the panel e.g. "This Honourable Tribunal" or for individual arbitrators e.g. "Judge, Your Honour, Your Excellency".

3. Bundles of authorities

In accordance with the Official Rules, Teams shall not submit any other documents or bundles of authorities to the Arbitrators during the proceedings.

4. Start/End of Proceedings

The Registrar will announce the start of proceedings and the Registrar will aid the Arbitrators to keep to the time allowed. At the close of submissions, the room will be cleared to enable the Arbitrators to deliberate (alternatively, the Arbitrators may leave the room and proceed to the deliberation room). Mooters may return to the room when the Arbitrators have completed their deliberations. The Arbitrators will deliver their comments on the performance of the teams but will not disclose the marks awarded.

COMPETITION STRUCTURE AND SCHEDULE

16TH LAWASIA INTERNATIONAL MOOT COMPETITION INTERNATIONAL ROUNDS OCTOBER 2021 VIRTUAL

Registration/Ice Breaking : 21 October 2021

Moot Competition : 21 to 24 October 2021

Award Ceremony : 24 October 2021

| Team No. | | | |
|-----------------|--------------------|-------------------|-----------------------|
| V2101 (AIU) | V2105 (Taylors) | V2109 (Peking) | V2113 (Tsingjua) |
| V2102 (ATC) | V2106 (NLU) | V2110 (SUPSL) | V2114 (Peradeniya) |
| V2103 (CTBC) | V2107 (NUM) | V2111 (SMU) | V2115 (UM) |
| V2104 (HCMC) | V2108 (NUS) | V2112 (SLLC) | |

Pre-Competition: Thursday, 21 October 2021

| Time | Event(s) |
|-----------------|----------------------------------|
| 8.30am - 9.30am | - Opening Ceremony - Briefing |

Competition Round I : Thursday, 21 October 2021

| TIME | EVENT(S) | | | | | | |
|-------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|
| | C – Claimant; R – Respondent | | | | | | |
| | Moot Room | | | | | | |
| | A | B | C | D | E | F | G |
| 10.00am - 12.30pm | V2112 (C) v. V2107 (R) | V2109 (C) v. V2102 (R) | V2113 (C) v. V2103 (R) | V2104 (C) v. V2105 (R) | V2115 (C) v. V2106 (R) | V2114 (C) v. V2101 (R) | V2108 (C) v. V2110 (R) |
| 12.30pm - 3.00pm | Lunch Break | | | | | | |
| 03.00pm - 05.30pm | V2111 (C) v. V2112 (R) | V2107 (C) v. V2109 (R) | V2102 (C) v. V2113 (R) | V2103 (C) v. V2104 (R) | V2105 (C) v. V2115 (R) | V2106 (C) v. V2114 (R) | V2101 (C) v. V2108 (R) |

Determining the winner of a match

In any given match, the Team receiving the greater number of Round Points wins the match. If the two Teams have equal number of Rounds Points, the Team with the higher Team Raw Scores wins the match. If the two Teams have an equal number of Round Points and an equal Team Raw Score, the match is a draw.

** In the event, at any round, the methods of breaking the tie is unsuccessful, the Competition Administrator shall determine the next best method to breaking the tie.*

Competition Round I : Friday, 22 October 2021 (continued)

| TIME | EVENT(S) | | | | | | | C – Claimant; R – Respondent |
|-------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------|
| | Moot Room | | | | | | | |
| | A | B | C | D | E | F | G | |
| 10.00am - 12.30pm | V2110 (C) v. V2111 (R) | V2112 (C) v. V2105 (R) | V2107 (C) v. V2115 (R) | V2109 (C) v. V2106 (R) | V2102 (C) v. V2114 (R) | V2113 (C) v. V2101 (R) | V2103 (C) v. V2108 (R) | |
| 12.30pm - 3.00 pm | Lunch Break | | | | | | | |
| 3.00pm - 5.30pm | V2104 (C) v. V2110 (R) | V2105 (C) v. V2111 (R) | V2115 (C) v. V2112 (R) | V2106 (C) v. V2107 (R) | V2114 (C) v. V2109 (R) | V2101 (C) v. V2102 (R) | V2108 (C) v. V2113 (R) | |
| 5.30pm - 6.30pm | Break | | | | | | | |
| 6.30pm - 9.00pm | V2110 (C) v. V2103 (R) | V2111 (C) v. V2104 (R) | | | | | | |

Determining the winner of a match

In any given match, the Team receiving the greater number of Round Points wins the match. If the two Teams have equal number of Rounds Points, the Team with the higher Team Raw Scores wins the match. If the two Teams have an equal number of Round Points and an equal Team Raw Score, the match is a draw.

Determining the team progressing into the next round

The top 4 teams, which is determined by the number of wins, from Competition Round I will proceed to Competition Round II. Teams will be ranked based on number of wins (in descending order). In the case of a tie, the team with the higher accumulated Total Round Points in Competition Round I will be ranked higher. In the case that the tie is not broken, the Team with the higher Total Raw Score from the rounds shall be ranked higher. The 4 teams progressing into Competition Round II will be assigned as listed in the Competition Round II structure.

** In the event, at any round, the methods of breaking the tie is unsuccessful, the Competition Administrator shall determine the next best method to breaking the tie.*

Competition Round II : Saturday, 23 October 2021

| SEMI-FINAL ROUND | | |
|--|--|--|
| TIME | EVENT(S) <small>C – Claimant; R – Respondent</small> | |
| | Moot Room | |
| | A | B |
| 10.00am - 12.30pm | Team ranked 01 (C) v. Team ranked 04 (R) | Team ranked 02 (C) v. Team ranked 03 (R) |
| 12.30pm - 03.00pm | Break | |
| 3.00pm - 5.30pm | Team ranked 04 (C) v. Team ranked 02 (R) | Team ranked 03 (C) v. Team ranked 01 (R) |
| <p><u>Determining the winner of a match</u></p> <p><i>In any given match, the Team receiving the greater number of Round Points wins the match. If the two Teams have equal number of Rounds Points, the Team with the higher Team Raw Scores wins the match. If the two Teams have an equal number of Round Points and an equal Team Raw Score, the match is a draw.</i></p> <p><u>Determining the team progressing into the next round</u></p> <p><i>The top 2 teams, which is determined by the number of wins, from Competition Round II will proceed to Competition Round III [Finals]. Teams will be ranked based on number of wins (in descending order). In the case of a tie, the team with the higher accumulated Total Round Points in Competition Round I will be ranked higher. In the case that the tie is not broken, the Team with the higher Total Raw Score from the rounds shall be ranked higher. *The team ranked higher will be given a choice to moot either as Claimant or Respondent in Competition Round III.</i></p> <p><small>* In the event, at any round, the methods of breaking the tie is unsuccessful, the Competition Administrator shall determine the next best method to breaking the tie.</small></p> | | |

Competition Round III : Sunday, 24 October 2021 – Final Round

| FINAL ROUND <small>C – Claimant; R – Respondent</small> | |
|---|--|
| Time | Event |
| 02:00pm – 04:00pm | Team mooted as Claimant v. Team mooted as Respondent |

The winning team will be declared by the BEST ORALIST Team

PARTICIPATING TEAMS

| No | University / University Colleges | Team Members |
|----|---|--|
| 1 | American International University (Bangladesh) | Team V2101 Sanjida Sohana – LLB Year 3 Shamsu Tanvi Sonet Zim – LLB Year 3 Riasat Azmi (Coach) |
| 2 | Advance Tertiary College (Malaysia) | Team V2102 Rachel Chua – LLB Year 2 Chin Zeyang – LLB Year 1 Vishal Kashinath Bhaskaran – LLB Year 1 Daniel Abishegam (Coach) |
| 3 | CTBC Business School (Taiwan) | Team V2103 Kai-Xiang Yao – LLB Year 3 Xiu-Rong Lin – LLB Year 3 Zi-Yu Zeng – LLB Year 3 Prof Berry Hsu (Coach) |
| 4 | Ho Chi Minh City University of Law (Vietnam) | Team V2104 Hong Tran Thi Mai – LLB Year 3 Hanh Le Thi Hong- LLB Year 2 Ngan Ong Thien – LLB Year 1 Vy Ngo Nguyen Thao (Coach) |
| 5 | Taylors University (Malaysia) | Team V2105 Ong Eng Hong - LLB year 2 Adrian Chioh Jia Feng - LLB Year 2 Nimesha Thevananthan - LLB Year 2 Harcharan Singh A/L Ujagar Singh (Coach) |
| 6 | National Law University, Jodhpur (India) | Team V2106 Utkarsh Dubey – LLB Year 3 Nandini Kaushik – LLB Year 3 Shuktiz Sinha – LLB Year 3 |
| 7 | National University of Management (Cambodia) | Team V2107 Seaminhyean Toeng – LLB Year 2 Somaraty Men – LLB Year 2 Sreynich Vanna – LLB Year 2 Makara Chhoeum (Coach) |

| No | University / University Colleges | Team Members |
|----|--|--|
| 8 | National University of Singapore (Singapore) | Team V2108 Samuel Wee – LLB Year 2 Karthik Vyas – LLB Year 2 Nguyen Minh Tri – LLB Year 2 Yohanes Ng (Coach) |
| 9 | Peking University School (China) | Team V2109 Du Simin – LLB Year 2 Sun Fanbo – LLB Year 2 Zhang Xinyu – LLB Year 2 Xiaoya Qiu (Coach) |
| 10 | Shanghai University of Political Science and Law (China) | Team V2110 Qiuyu Liu – LLB Year 2 Wenying Zhang – LLB Year 3 Fangyuan Zhao – LLB Year 2 Xin Cai (Coach) |
| 11 | Singapore Management University (Singapore) | Team V2111 Ethan Lee – LLB Year 3 Emelyn Aw – LLB Year 3 Lu Xuan Hui Lindsay – LLB Year 3 Gerome Goh (Coach) |
| 12 | Sri Lanka Law College (Sri Lanka) | Team V2112 Nimanga Senanayake – Attorneys Law Year 2 Shenal Wijesinghe – Attorneys Law Year 2 Sahan Samarasinghe – Attorneys Law Year 2 |
| 13 | Tsinghua University (China) | Team V2113 Jingshu Ke – LLB Year 3 Shaobo Zhang – LLB Year 2 Yuxin Li – LLB Year 3 Frederik Lindmark (Coach) |
| 14 | University of Peradeniya (Sri Lanka) | Team V2114 Kinkini Amarasinghe – LLB Year 3 Tharusha Deegala – LLB Year 3 Nilma Wijesinghe – LLB Year 3 Agana Gunawardana (Coach) |
| 15 | University of Malaya (Malaysia) | Team V2115 Iffah Afrina Saleh – LLB Year 3 Jowyn Saw – LLB Year 2 Mohamad Syafiq Mohamad Tazri – LLB Year 2 Raphael Kok (Coach) |

AUTHOR(S) OF THE MOOT PROBLEM

ZHANG Anran (PhD, LL.M, LL.B, B.A) is an international case counsel at Asian International Arbitration Centre. He gained his doctorate from Erasmus University Rotterdam with full scholarships. During his doctoral research, he worked at International Centre for Settlement of Investment Disputes (World Bank Group) and thinktanks. Prior to that, he was an academic researcher at Europa Institute, Leiden University and was a visiting researcher at University of Cambridge. He gained his Master of Laws degree at Uppsala University with the IPK scholarship and attended the summer course at the Hague Academy of International Law. His research appears in edited books and peer-reviewed journals such as the *Journal of World Investment and Trade* and *Chinese Journal of International Law*, etc.

Diana RAHMAN graduated with a Bachelor of Laws (Honours) degree in 2011 from MMU Malacca under a full scholarship by the Government of Malaysia. After gaining experience in the litigation field, specifically in civil and banking litigation, Diana went on to complete her Master of Laws (LLM) with Distinction from the University of Malaya (UM). As a Senior Case Counsel at the AIAC, Diana handles and supervises the administration of ADR cases encompassing arbitration, adjudication, mediation and domain disputes. Other portfolios under her belt includes the AIAC's sports arbitration practice and mediation initiatives, where under the AIAC Young Practitioners Group (YPG), Diana is the Co-Chair of the Mediation Committee. Between September 2019 and December 2020, she was appointed as the Secretary-General of the Asian Domain Name Dispute Resolution Centre (ADNDRC). In December 2020, Diana was also appointed as the Honorary Secretary for the Sports Law Association of Malaysia (SLAM). Diana is also a Member of the Chartered Institute of Arbitrators (CIArb) and an accredited mediator, certified by the Royal Institution of Chartered Surveyors (RICS) UK. Diana is currently pursuing her PhD in Law at the University of Malaya (UM).

Irene MIRA is a Senior International Case Counsel at the Asian International Arbitration Centre and an Assistant Editor at the Kluwer Arbitration Blog. She is also the Co-Chair of the AIAC Young Practitioners Group. She read law at Universitas Indonesia and holds two postgraduate degrees, one is a Master of Law in Comparative and International Dispute Resolution from Queen Mary University of London (as an Indonesia Endowment Fund for Education scholar), and the other is a Master of Law from Universitas Indonesia. Irene is also an HKIAC accredited tribunal secretary. Irene was an intern at a global law firm where she worked on international arbitrations under the auspices of leading arbitral institutions in Europe and Asia-Pacific. Prior to such, she worked at a Jakarta-based forensic audit start-up company where she dealt with transnational white-collar crime-related matters. Irene was a member of an expert team that assisted a Southeast Asian government agency in reviewing the country's foreign investment policies and investment treaties with its treaty partners. She publishes articles on public international law and international arbitration, particularly on investment arbitration related topics. An avid mooter, Irene participated in the Frankfurt Investment Arbitration Moot, the Philip C. Jessup International Law Moot, and the Willem C. Vis Arbitration Moot competitions.

Nivedita “Nivvy” VENKATRAMAN is a Senior International Case Counsel at the Asian International Arbitration Centre (AIAC) and she is also the Chair of the Newsletter & Blog Committee at Racial Equality for Arbitration Lawyers (REAL). At the AIAC, Nivvy oversees a diverse caseload of domestic and international arbitration, adjudication, mediation and domain name dispute resolution proceedings whilst working on a broad range of institutional projects. She is a Council Member of the Asian Domain Name Dispute Resolution Centre (ADNDRC), Deputy Secretary-General of the AIAC Young Practitioners Group (AIAC YPG) and Co-Editor of the AIAC Newsletter. Prior to joining the AIAC, Nivvy practised as a commercial disputes and insolvency lawyer at a leading Australian law firm where she acted for government and private clients in litigious and non-litigious matters. She also has experience working at a boutique insolvency & corporate advisory firm where she managed a range of bankruptcy, liquidation, voluntary administration, deed of company arrangement, and receivership matters. Nivvy is admitted to practice in the Supreme Court of New South Wales (Australia). She holds a Bachelor of Commerce (Finance & Marketing) and Bachelor of Laws (Hons) from the Australian National University and a Master of Laws from the University of Sydney.

MOOT JUDGES

Andrew Teh

Andrew is a barrister-at-law from Gray's Inn, England and was admitted to the Malaysian Bar in 1992. He is currently a partner and Head of Litigation at Wong Lu Peen & Tunku Alina, a KL-based law firm. Andrew's principal practice area is in civil litigation, with an emphasis in banking and insurance law. Andrew was Deputy Chairman of the Court Liaison Sub-Committee of the Kuala Lumpur Bar Committee from 2007-2008 and prior to that, had served in the sub-committee for legal aid for several terms. He is a member of the Insolvency Practitioners Association of Malaysia. Andrew has been serving as a judge in the Strata Management Tribunal since July 2018. He was most recently reported in the Federal Court decisions of *Dubon Berhad v Wisma Cosway Managment Corporation* [2020] 4 MLJ 288 and *See Leong Chye v United Overseas Bank (Malaysia) Bhd* [2021] MLJU 739.

Andrew Khoo

Andrew Khoo graduated from King's College London in law and history and philosophy of religion and, after working on a relief and rehabilitation programme for internally displaced persons in northern Uganda, was called to the Bar of England and Wales in November 1991 and the Bar of the High Court of Malaya in Malaysia in May 1995. He has been in active legal practice in Kuala Lumpur, Malaysia for 26 years. He has represented the Malaysian Human Rights Commission (SUHAKAM), the Malaysian Bar, the Council of Churches Malaysia, the Diocese of West Malaysia and the Bible Society of Malaysia in watching briefs before the Federal Court, Court of Appeal and the High Court in cases involving election petitions, constituency redelineation, child custody, citizenship and freedom of religion. He has also appeared as observer counsel before several SUHAKAM public inquiries, including the most recent one on the enforced disappearance of 3 Christian pastors and one Muslim NGO activist. He has briefed Members of the Malaysian Parliament on the abolition of the death penalty, deaths in police custody, the position of refugees and asylum seekers in Malaysia, the DNA Identification Bill, the Personal Data Protection Bill, the Penal Code (Amendment) Bill, the Security Offences (Special Measures) Bill, the Prevention of Terrorism Bill, the Prevention of Crime (Amendment and Extension) Bill, the Legal Profession (Amendment) Bill, the National Security Council Bill, the Dangerous Drugs (Amendment) Bill, and on accession to the International Criminal Court. He has spoken in parliamentary forums on proposed amendments to the University and University Colleges Act 1971, the United Nations Universal Periodic Review on Malaysia in 2009, 2013 and 2018, on the Trans Pacific Partnership Agreement, and on electoral, parliamentary and institutional reform. He gave evidence before the Parliamentary Select Committee on Electoral Reform, on behalf of the BERSIH 2.0 Steering Committee, of which he was a member from November 2010 until November 2013. He has also addressed various issues of human rights in Malaysia at the Human Rights Council and the United Nations High Commission for Refugees, both in Geneva, at the European Union in Brussels, as well as regionally and locally. He has acted as a consultant for SUHAKAM, the UN Malaysia Country Team Human Rights Theme Group, UNICEF Malaysia and UN Malaysia on human rights issues. His most recent

assignments have been as a member of a seven-person Independent Peoples' Tribunal to consider allegations of forced organ harvesting of prisoners of conscience in China, and as a member of the Special Committee to study Alternatives to the Mandatory Death Penalty in Malaysia. He authored the chapter on Law and the Judiciary in the Annual SUARAM Report on Civil and Political Rights in Malaysia from 2006-2014 and 2016, and his articles have been published in The New Straits Times, The Sun, Malaysiakini, The Nut Graph, Micah Mandate, the Wall Street Journal and on the website and journal of the Malaysian Bar. Andrew enjoyed mooting whilst at university. He represented King's College London at the UK rounds of the Jessup International Law Moot Competition in his second year and was joint runner-up best speaker. During his Bar Finals year, he and his teammate represented Holborn Law Tutors at the Kesatuan Pelajar Undang-Undang Malaysia mooting competition in the UK and emerged champions.

Andrew Sutedja

Andrew is a Managing Partner of Sutedja & Associates Law Firm. Andrew has been actively involved in various notable and handling various prominent cases. He specialises in corporate and commercial, shipping and alternative dispute resolution (ADR). Andrew graduated with Sarjana Hukum/Bachelor of Laws (S.H.) from the Universitas Pelita Harapan, Karawaci – Tangerang and thereafter obtained a Master of Laws (LL.M in Commercial Law) from the University of Sheffield, the United Kingdom. He also obtained A.CI Arb (Associate of the Chartered Institute of Arbitrators) in 2012 and M.CI Arb (Member of the Chartered Institute of Arbitrators) from London in 2015. Prior joining the firm, Andrew has worked for the Embassy of the Republic of Indonesia for the United Kingdom, Republic of Ireland and International Maritime Organisation (IMO) in London. He served at four different sections at the Embassy including: Political Affairs, Trade and Investment, Education and Socio-Culture Departments. He was also personally and directly responsible in assisting the Ambassador on various matters. In early 2011, Andrew joined the Indonesian House of Representatives ("DPR-RI") as an expert staff to Member of Parliament of the Republic of Indonesia Commission III: Legal Affairs and Laws, Human Rights and Security.

The Rt. Hon Justice Tuan Atan Mustaffa Yussof Ahmad

Justice Tuan Atan Mustaffa Yussof Ahmad was appointed as a Judicial Commissioner High Court of Malaya at Kuala Lumpur on 28 November 2019 and is currently presiding in the Admiralty and Muamalat Court of the Commercial Division of the Kuala Lumpur High Court. He graduated with a Bachelor of Laws (Hons) from the University of Bristol and was called to the Malaysian Bar in 1995. His area of practice was commercial and employment law. While at the Bar, he served as a Committee Member of the KL Bar Committee and was an Advocacy Trainer. Justice Atan Mustaffa has assisted in judging a number of university mooting and debate competitions including the Novice Arbitration Mooting Competition, KL Bar - Lincoln's Inn Alumni Moot Court Competition and the Lawasia Moot Competition.

Ahmed Zaker Chowdhury

Ahmed Zaker Chowdhury is a lawyer licensed in Bangladesh (2011) and England & Wales (2009) specializing in securities law, financial regulations, mergers, and acquisitions. He has acted as counsel in some of the biggest acquisitions of both listed and private companies in Bangladesh, including the largest private foreign direct investment in Bangladesh (2018), high-profile acquisition of majority shares of a global manufacturer of fast-moving goods listed with the Dhaka Stock Exchange (2020), and the largest syndicated loan transaction (2018-19).

Aruna D. De Silva

Aruna D. De Silva is a Counsel at F.J. & G. De Saram, Sri Lanka's oldest corporate law firm. As a member of the firm's dispute resolution practice, Aruna advises on a broad range of commercial disputes and acts as counsel before the entire spectrum of Sri Lankan courts and tribunals. He also advises and acts in domestic and international arbitration proceedings conducted under both institutional and ad-hoc rules. Previously, Aruna completed an internship with Herbert Smith Freehills' Greater China arbitration team in Hong Kong where he assisted with international commercial and investment arbitration matters. He was also Legal Counsel at British American Tobacco's Sri Lankan subsidiary from 2012-2014. Aruna holds a Bachelor of Laws (LL.B.) degree from the University of London, a Bachelor of Arts degree in Economics from the University of Colombo and a Master of Laws (LL.M.) degree with Distinction from University College London and is an Attorney-at-law of the Supreme Court of Sri Lanka. He is also a member of the Chartered Institute of Arbitrators (MCIArb) and teaches modules on the UNCITRAL Model Law and international institutional arbitration rules in the Diploma in Commercial Arbitration course offered by the Institute for the Development of Commercial Law and Practice (ICLP) in Colombo, Sri Lanka.

Arvinder Sambei

Arvinder Sambei is one of the directors of Amicus Legal Consultants and is also a practising barrister (as a member of Brooke Chambers) of 35 years' experience. She has formerly served as a Senior Crown Prosecutor with the Crown Prosecution Service of England & Wales, Legal Adviser at the Permanent Joint Headquarters (PJHQ), Ministry of Defence and (between 2005 and 2008 as Head of the Criminal Law Section at the Commonwealth Secretariat. Arvinder acts as an expert for many international and regional organisations (including Council of Europe, EU, IMF, and UN agencies) on anti-corruption & governance, AML/CFT, sanctions, international co-operation, asset recovery, maritime crime and security, human rights and public international law. She has also been engaged in treaty and legislative drafting, State and project evaluation, and capacity building/technical assistance programmes. She is the UK Legal Expert and Content Developer for Lexis Nexis (Australia) Regulatory Compliance. She is a published author of legal texts (with Oxford University Press and others), an experienced trainer and has written articles, practitioner manuals and technical papers published by, inter alia, the Council of Europe, Commonwealth Secretariat, OECD, OSCE and UNODC on her areas of expertise.

Bahari Yeow

With over 20 years' experience in the fields of Intellectual Property and litigation, Bahari built and headed a Legal 500 Tier 1 Intellectual Property, Technology, Media and Telecommunications team. Bahari also led his previous firm to debut on WTR 1000 as the Top IP Firm in Malaysia notwithstanding being a fresh entry, before joining Gan Partnership together with his teams. Bahari is ranked a Legal 500 Leading Individual. Legal 500 described him as "undoubtedly very knowledgeable in his field of practice — his commitment, passion and enthusiasm are commendable". Chambers Asia Pacific who ranks Bahari as a Ranked Lawyer described him as "often engaged by leading global and domestic brands on trade mark infringement cases", noted for his expertise in all types of IP litigation", "particularly hands-on and very conversant with IP matters in Malaysia," and "customer-centric approach and adaptability to economic changes". Due to his humble, approachable but solution driven personality, he was awarded Commended External Counsel of the Year by In-House Community. A natural-born litigator, Bahari brings with him years of litigation experience applied onto the field of Intellectual Property. Bahari and his teams advise on every aspect of Intellectual Property.

B Balakumar Balasundram

B Balakumar Balasundram graduated from University of Keele with Bachelors of Social Science in Law and Economics in 1988 and thereafter obtained the Certificate in Legal Practice in 1989. He chambered with Messrs. Choong Yik Son & Robiha for 3 months and completed the remaining period with Messrs. Azim, Ong & Krishnan. He was called to the Malaysian Bar in September 1990. Balakumar's area of practice encompasses but is not limited to advisory and litigation relating to both life and general insurance, reinsurance, Takaful Law and medico-legal practice. He is also a member of the Inter-Pacific Bar Association (IPBA), the Malaysian Insurance Institute (MII) and the Medico-Legal Society of Malaysia.

Billy Ko

Billy was trained and had his early years of practice at a local boutique law firm where he picked up invaluable hands on experience in many areas of the law. Billy then decided to focus his practice in family law and joined Withers in 2013. He was made a partner at Withers in 2018. At Withers, Billy's practice is varied and covers family law and elder law. He advises on all areas of family law, in particular cases involving complex asset holding structures and trusts. He advises husbands, wives, unmarried partners, as well as representing other relevant parties, such as parents in their children's divorce cases, grandparents in Wardship cases and also dependents in financial provision cases made under the Inheritance (Provisions for Family and Dependents) Ordinance (Cap 481). He is also a qualified collaborative practitioner. Aside from family law related cases, Billy also advises on elder law issues, in particular issues and protection surrounding mentally incapacitated persons ("MIP") which include the setting up of a Committee for the MIP to manage the latter's finances, prosecuting legal proceedings for and against Committees of a MIP and legal proceedings on issues surrounding Enduring Powers of Attorney.

Brendan Lacy

Brendan Lacy is from Sydney, Australia. He holds a Bachelor of Commerce (Accounting, Finance and Systems) degree and a Bachelor of Laws degree, both from the University of New South Wales. For nearly 30 years he practised corporate law mainly in mining and manufacturing industries and specialising particularly in mergers and acquisitions, project/business development, international law and cross-border transactions. He held positions as senior in-house legal counsel/senior executive for a few major Australia based international corporations including Mitsubishi Australia Group, Pancontinental Mining, BHPBilliton and BlueScope Steel. His experience included extensive International work and assignments mainly in various parts of Asia but also including the United States, Canada and Europe. In recent years he has pursued private interests including volunteer work but he maintains a keen interest in international law and related matters and trade and other issues within and between many of the Asia-Pacific countries.

Carmen Ng

Carmen Ng is a Partner in the Litigation & Dispute Resolution practice of Deacons, the oldest and largest full service independent law firm in Hong Kong. Carmen has extensive experience in handling a wide range of civil and commercial disputes across multiple areas including contractual disputes, professional and medical negligence, defamation, trusts, insolvency, real estate and competition, among many others. She brings together in-depth industry knowledge and a commercial perspective to help protect her clients' interests and resolve disputes in the most suitable way possible. Carmen is also a key member of Deacons' CSR committee, a firm wide initiative dedicated to giving back to the local community through a range of projects spanning education, environmental sustainability and health and wellbeing. Carmen is admitted as a solicitor to practice law in Hong Kong and is fluent in English and Cantonese.

Carmen Tang

Carmen has been practicing law in Hong Kong for over 18 years, during which she has worked in both the private and public sectors, including the government and the Law Society. Qualifying in Hong Kong in 2004 and England and Wales in 2007, she started her legal career working as a commercial litigator where she advised and acted in a wide range of disputes, including those relating to the financial services sector. Carmen's skills as a litigator led to a call from the Privacy Commissioner for Personal Data and, in 2010, she was appointed Legal Counsel with responsibility for providing legal advice on personal data protection issues arising from complaints or compliance checks. She also advised government organisations on data privacy issues, vetted proposed legislations, and handled appeal cases on the Privacy Commissioner's behalf. She expanded her legal expertise further in 2012 when she became Investigation Counsel for the Law Society of Hong Kong, leading probes into alleged professional misconduct cases for the Compliance Department. The role also included leading inspection and intervention exercises and assisting prosecutors in running disciplinary proceedings. After five years

as regulatory counsel, in 2017 Carmen returned to private practice as a Senior Associate – then Partner – in both Dispute Resolution and Data Privacy. Carmen has recently advised and acted on various litigation and probate matters, including shareholders' disputes, inheritance and dependants claims – including contentious probate actions, revocation of grants of representations and succession entitlement under interest. She also regularly advises organisations on all aspects of data protection compliance, and provides opinions on legal malpractice and professional ethics issues. Carmen is a CEDR accredited Mediator and a member of the International Association of Privacy Professionals (IAPP). She has recently been credited as Certified Information Privacy Professional / Asia (CIPP/A) and Certified Information Privacy Professional / Europe (CIPP/E). On 5 October 2020 she has been appointed as a Practising Solicitor Member of the Solicitors Disciplinary Tribunal Panel. She has received the pro-bono award from The Hong Kong Law Society for her service to the community. Carmen is fluent in English, Cantonese and Mandarin.

Chan Kia Pheng

Kia Pheng is an experienced advocate who has been in litigation practice for almost 30 years. He has conducted proceedings as counsel in the High Court and the Court of Appeal of Singapore over the years. His cases largely involve civil, corporate and commercial litigation, including claims for breaches of directors' duties, shareholder disputes, securities regulations and family disputes. A main area of Kia Pheng's practice is insolvency and bankruptcy law, and he acts for and advises judicial managers and liquidators. He also acts for and advises companies which need to apply for a scheme of arrangement as part of a restructuring process. His clients also include banks and creditors of insolvent companies. Kia Pheng is a Fellow of the Insolvency Practitioners Association of Singapore, a member of INSOL International, a Fellow of the Singapore Institute of Arbitrators and an Overseas Member of the Chancery Bar Association in the UK. He has co-authored the chapter on "Money & Restitution" in Bullen & Leake, Singapore Precedents of Pleadings (2016).

Charles To

Charles To heads up the Corporate and Commercial Department of ELLALAN and is an experienced lawyer with both a technical (electrical engineering) and business background (Kellogg-HKUST Executive MBA). He has a diversified practice covering fintech, blockchain, property tech, insurance tech, commercial, corporate, entertainment, licensing, intellectual property, advertising, data privacy, e-commerce, employment, and general commercial matters in the TMT industry. Prior to joining ELLALAN, Charles was a Senior Legal Counsel for Tencent's Technology Transactions Group and Fox Networks' APAC respectively, advising on the businesses' international commercialization of its services and platforms, covering music, video OTT, mobile games, advertising, social media, and cloud technology. He currently serves as a committee member of the Employment Law Committee and as deputy leader of the Intellectual Property Vetting Group for the "Sing Tao Legal Mailbox" of the Law Society of Hong Kong. Charles has

a passion for technology and serving the community, and is a Founding Board Member of Hong Kong PropTech Association, and also serves as a Honorary Legal Advisor for the Hong Kong Doctors Union, Hong Kong Baseball Association and the Management Committee of Leung Sing Tak Primary School. Charles speaks English, Cantonese and Mandarin.

Chisako Takaya

Chisako Takaya is a partner with Mori, Hamada & Matsumoto (Japan) and practices in the areas of mergers & acquisitions, labor and general corporate law. She also serves as Co-Managing Partner of Chandler MHM (Thai). She has an LL.B from the University of Tokyo and an LL.M from Cornell Law School and is admitted in Japan and New York.

Colin Cohen

Co-founder of Boase Cohen & Collins in 1985, COLIN COHEN is one of Hong Kong's most high-profile legal professionals. His key areas of practice include criminal proceedings and complex corporate crime, as a result of which he has co-ordinated defence teams on some of Hong Kong's most high-profile court cases. In addition, he has vast experience in commercial litigation, securities regulatory issues and cross-border work, while his arbitration proficiency saw him admitted as a Fellow of the Hong Kong Institute of Arbitrators in 2015 and as a member of the Panel of Arbitrators of the Law Society of Hong Kong in 2017. Further, he has been an Accredited General Mediator with both the Hong Kong International Arbitration Centre and the Law Society since 2009. Under Colin's leadership, Boase Cohen & Collins has been named Dispute Resolution Boutique Law Firm of the Year at the Hong Kong Law Awards in both 2018 and 2019. As well, Colin's strong academic background includes being an Honorary Lecturer in the Department of Professional Legal Education at the University of Hong Kong and external roles with the City University of Hong Kong and the Chinese University of Hong Kong. Recognised for his pro bono work, community outreach and commitment to charitable causes, Colin was awarded the Hong Kong Medal of Honour in 2012 for his long-standing contribution to the Inland Revenue's Board of Review, having served as Deputy Chairman for nine years.

Chris Zhang

Chris Zhang is Senior Partner and managing partner of Jincheng Tongda & Neal Law Firm, and a member of "Innovation Scholar" of Yale University of the United States, and the Chief Legal Adviser of the Global Alliance of Small and Medium-sized Enterprises in China. She serves as an independent director of Anhui Fengyuan Biochemical Co., Ltd., Anhui Sichuang Electronics Co., Ltd., Anhui Aneng Co., Ltd., Anhui Conch Cement Co., Ltd. and Jiangxi Changyun Co., Ltd., and as a member of the internal assessment group of Hua'an Securities Co., Ltd. Chris has more than 20 years of experience as a lawyer. Her Main Practicing Areas are Dispute Resolution, M&A and Capital Markets and Related Foreign Legal Services. She was selected as one of the Top 100 Chinese Lawyers,

and was awarded the “Third Class Merit of Individual Lawyer” due to her outstanding performance in foreign-related legal services; nominated the Best Dispute Resolution Lawyer in China Law & Practice 2017; selected by ALB in August 2019 “2019 ALB China Client Choice Top 20 “; selected by the 40th Anniversary of the Celebration of New China and the Restoration of the Chinese Lawyer System -Outstanding Law Yearbook of China in 2019; “2020 ALB China Top 15 Female Lawyers”; “China Business Law Journal” “2020 The A-List lawyer”.

C. M. Chan

Mr. C. M. Chan first joined the Council of The Law Society of Hong Kong in 2016. In 2018, he was elected Vice-President of The Law Society and was re-elected in 2019 and 2020. In 2021, Mr. Chan was elected as President of The Law Society. Mr. Chan was a member of the International Bar Association Corporate Social Responsibility Committee (2007 - 2012). He serves on a number of Hong Kong statutory bodies. He is also an external examiner of the Department of Professional Legal Education, the University of Hong Kong. Mr. Chan is qualified to practise as a solicitor in Hong Kong (1997) and England and Wales (2002). He is also a Civil Celebrant, Registered Financial Planner, and Chartered Tax Advisor. Mr. Chan holds an LLM degree from the London School of Economics, an MBA degree from the University of Oxford and an MPA degree from the Harvard University. Mr. Chan had practised in a notable law firm, where he advised high net-worth clients and corporations in relation to their asset management, trust, succession and tax planning matters. Thereafter, he became a legal adviser of different Family Offices for prominent families. Mr. Chan is now a General Counsel of an investment company and a part-time consultant of a local law firm.

David Gordon SMYTH

David is a very experienced commercial litigator with a particular focus on professional indemnity matters. He has significant experience in acting in the defence of claims on behalf of major professional services organisations such as accountants, solicitors, insurance brokers, surveyors and stock-brokers. He also has considerable experience in providing general risk management advice, including in relation to regulatory and disciplinary investigations. David is Chairman of the Law Society of Hong Kong’s Professional Indemnity Advisory Committee, a member of the Board of Directors of the Hong Kong Solicitors Indemnity Fund Limited, and an independent non-executive director of Liberty International Insurance Limited and Liberty Specialty Markets Hong Kong Limited. In May 2018 David was certified as a CEDR Accredited Mediator as a mediator by Hong Kong Mediation Accreditation Association Limited (HKMAAL) in 2019. David is ranked Band 1 for Contentious Insurance in Chambers Asia Pacific 2018. Clients say that he is “really quite exceptional, underscoring his ability to handle complex solicitor and auditor professional indemnity matters”

David Dev Peter

David is a partner at Messrs Jerald Gomez & Associates. Having graduated from the University of Leicester, England; he was called to the Bar in 1995 and later completed his LL.M at the University of London. David has been in active practice to date since 1996, except for the 3 years he served as corporate counsel in public-listed Landmarks Berhad, where he handled work in varied sectors such as medicare, property development, commercial property management and hotels. His current practice areas are litigation, arbitration and dispute resolution. David's firm, Messrs Jerald Gomez & Associates, has carved out a niche for itself as a firm that accomplishes bespoke and comprehensive solutions to legal predicaments faced by their clientele. David serves on the Malaysian Bar's International Professional Services Committee, which handles issues surrounding liberalisation and trade in legal services. He also serves as a volunteer lawyer for the Yayasan Bantuan Guaman Kebangsaan handling criminal trials and appeals. David is a certified Adjudicator under CIPAA 2012 and a member of the Malaysia Society of Adjudicators.

Dato' Mah Weng Kwai

Dato' Mah Weng Kwai was called to the English Bar as a Barrister-at-Law in 1971 and to the Malaysian Bar as an Advocate and Solicitor of the High Court of Malaya in July 1972. From 1973 to 1985, Dato' Mah served in the Judicial and Legal Services of Malaysia as a Magistrate, Sessions Court Judge, Senior Assistant Registrar, Deputy Public Prosecutor, Senior Federal Counsel and Senior Assistant Parliamentary Draftsman. Dato' Mah obtained his Master of Laws degree with Honours in 1985 from the University of Sydney, Australia and in 1999 was appointed a Fellow of the Senate of the University of Sydney. Dato' Mah was elected President of the Malaysian Bar from 2001 to 2003 and President of LAWASIA from 2006 to 2008. On 4.1.2010 Dato' Mah was appointed a Judicial Commissioner of the High Court of Malaya and on 10.8.2011 a Judge of the High Court of Malaya in Kuala Lumpur. He was elevated to the Court of Appeal, Malaysia on 21.9.2012. Numerous judgements of Dato' Mah have been published in the law journals notably in the Malayan Law Journal, Current Law Journal and All Malaysia Reports. Dato' Mah returned to MahWengKwai & Associates as a Consultant upon his retirement from the Judiciary in February 2015. Dato' Mah is a Member of the Advisory Panel of the Faculty of Syariah and Law of the Islamic Science University of Malaysia (USIM) and also a member of the Industry Advisory Board at HELP University. Dato' Mah is a Director on the Board of Directors of Assunta Hospital and a Legal Consultant to St. Johns Ambulance Malaysia. He is on the Asian International Arbitration Centre's (formerly the Kuala Lumpur Regional Centre for Arbitration) panel of arbitrators and is certified as a mediator by the Malaysian Mediation Centre. Dato' Mah has sat as an arbitrator in numerous cases at AIAC, hearing both AIAC and ad hoc appointed cases, as well as by the Singapore International Arbitration Centre. The subject matter of the cases dealt with include inter alia, building and construction contracts, sale and purchase of shares, telecommunication contracts, marine dredging and others. Dato' Mah currently serves as a Commissioner in the Malaysian Aviation Commission (MAVCOM). Dato'

Mah served as a Commissioner in the Judicial Appointments Commission (JAC) from September 2018 to September 2020. Dato' Mah also served as a Commissioner in the Human Rights Commission of Malaysia (SUHAKAM) from April 2016 to April 2019. He continues to serve as a Commissioner for the term 2019 to 2022. In 2017 Dato' Mah was appointed Chairman of the Panel of the Human Rights Commission of Malaysia (Suhakam)'s Public Inquiry into the Enforced Disappearances of Pastor Raymond Koh and activist Amri Che Mat and in 2019, the Panel unanimously held that the Malaysian Police were responsible for the enforced disappearances of Pastor Raymond Koh and Amri Che Mat. In 2019 Dato' Mah was appointed President of the Court for the Asian Human Rights Court Simulation (AHRCS) Taipei, in Republic of China (Taiwan) in the appeal against the conviction and the death sentence of Chiou Ho-Shun for murder. Dato' Mah was appointed a Member of the Institutional Reforms Committee (IRC) by the Prime Minister of Malaysia after the 14th General Elections of Malaysia in May 2018, to make recommendations for institutional reforms in the country. Dato' Mah is currently serving as a member of the Special Committee set up by the Minister in Charge of Legal Affairs on the proposed abolition of the mandatory death penalty in Malaysia. Dato' Mah is currently the chairman of the board of directors of the Securities Industry Dispute Resolution Center (SIDREC).

The Rt. Hon Justice Dean Wayne Daly

Justice Dean Wayne Daly is presently the judge of the High Court in Sabah and Sarawak at Miri. He graduated with an Advanced Diploma in Law from the then MARA Institute of Technology in 1991. He obtained a Master of Laws (LLM) in Law in Development from the University of Warwick, Coventry, UK in 2003. He was called to the Sarawak Bar in 1992. He was appointed Judicial Commissioner on 27.3.2017 before being elevated as a judge of the High Court on 9.4.2019. Prior to his appointment as Judicial Commissioner, he had served 26 distinguished years in the Judicial and Legal Service. Throughout those years, he has held every judicial position in the courts in Sabah and Sarawak from a Magistrate, Senior Assistant Registrar, Research Officer, Deputy Registrar, Special Officer to the Right Honourable the Chief Judge of Sabah and Sarawak, Sessions Court Judge, Judge of the first Special Corruption Sessions Court in Sabah and Sarawak, Director of Sabah Courts and finally the apex post of the Registrar of the High Court in Sabah and Sarawak.

Dennis Paul Wilson

Dennis Wilson is a practicing Barrister at New South Wales Bar and he is also a qualified and experienced independent and accredited mediator and arbitrator. He also has vast expertise in the areas of international environmental law, land law, oil and gas law, corporate commercial law including corporate governance and regulatory compliance. Dennis is also a member of the Singapore Institute of Arbitrators (SIArb), Fellow, mediator and arbitrator of the Asian Institute of Alternate Dispute Resolution (AIADR) and a Fellow of the Asian International Arbitration Centre (AIAC). Dennis was appointed as a judge in the CDRC mediation and negotiation competition in Vienna in June/July 2016. He was also a judge at the VIS Moot Arbitration Kuala Lumpur Malaysia March 2017 and March

2018 as well as the VIS Moot Arbitration Hong Kong, March 2017 and March 2018. Dennis was also a Coach of the Notre Dame ICC Mediation and Negotiation competition Paris, February 2017 and February 2018. Dennis is an occasional lecturer in mediation skills and theory and arbitration, including international commercial arbitration at Notre Dame University, Sydney Australia and at the O.P. Jindal Global University, India. He is an advocacy trainer and has authored various publications including the Corporate Social Responsibility in the Resources rich country of Liberia; Trend in the development of Strategy; Climate Change and its impact on the Small Island State of Tuvalu; and Corporate Social Responsibility in the resource rich country of Liberia. Dennis's expanded academic and experiential CV can be viewed on LinkedIn.

Donald J. Lewis

Donald Lewis is currently a Teaching Fellow with the College of Law - Asia. He is also a Research Associate, and previously Adjunct Professor, with the University of San Francisco (USF) School of Management. Prof. Lewis was a Foreign Law Expert/Lecturer and a Visiting Professor in the School of International Law, China University of Political Science and Law (CUPL) in Beijing (2020; 2018). He was an Academic Advisor for the CUPL FDI Moot Team, who were China's national champions. He was a Visiting Professor at the University of International Business and Economics (UIBE) School of Law in Beijing (2017). He was an Academic Advisor for the UIBE Law School FDI Moot Team (3rd Highest-Rank Team in global rounds) and the Vis International Commercial Arbitration Moot Team, who were China's national champions. Prof. Lewis previously served as a Visiting Associate Professor of Law, Lecturer in Law, and Research Fellow at Stanford Law School (2009-13). Prior to Stanford, he was an Associate Professor of Law at The University of Hong Kong (HKU) Faculty of Law (1986-2009). Mr. Lewis was a U.S. Fulbright Law Professor in China at the law schools of Nankai University (Tianjin) and Zhongshan University (Guangzhou) (1984-86).

Dr. Arnold Gerscha

Dr. Arnold Gerscha, M.B.L.-HSG was born in Graz, Styria, Austria, and has picked up a law degree from Karl-Franzens University in Graz and the masterdegree in International and European Business Law from the University St.Gallen, Switzerland. Furthermore he passed courses at the Academy of Administration in Vienna, the École Nationale D'Administration in Paris and the Harvard Conflict Management Group in Harvard. His professional journey took him from working as a civil servant for the Republic of Austria (Supreme Administrative Court, Ministry for Economic Affairs, Attorney General Chambers) to being a senior partner with an international law firm. From 2002 to 2004 he was posted in Singapore as managing partner of the Singapore Office. In 2004 he set up Gerscha Rechtsanwälts GmbH in Vienna, in 2006 Argelaw Pte. Ltd., a foreign law firm, in Singapore. Dr. Gerscha is admitted to the Austrian Bar, within the European Union and as a foreign lawyer in Singapore. Since 2015 member of the Pool of Regulated Foreign Lawyers ("FLs") to serve on the IP and/or DT. Moreover he undertakes to disseminate the knowledge and competence he has acquired by giving lectures at, among others,

the Academy of Administration in Vienna, also being a member of the board of examiners at the Chancellor's Office, the University of Applied Arts in Vienna and the Tongji University in Shanghai. Dr. Gerscha is author of many commentaries and publications, dealing with EC Law, WTO Law, Trade Law, M&A etc. The main areas of his practice are Competition Law, Business Law, M&A, EC Law, WTO Law, Public Procurement, State Aid and Subsidies, Litigation and Arbitration, Constitutional and Administrative Law and State Liability.

Dr. Wan Mohd Asnur bin Wan Jantan

Dr. Wan Mohd Asnur bin Wan Jantan is currently Head of Muamalat and Inspectorate Unit at the Syariah and Harmonisation of Law Division of the Attorney General's Chambers (AGC), Malaysia. Prior to the current portfolio, he was posted as Senior Federal Counsel at the International Affairs Division of AGC, where he has dealt with multifarious issues on international law, particularly international trade, investment, dispute resolution, and the list goes on. Dr. Asnur has wide experience judging various international moot court competitions. In this regard, he has served as a judge and an arbitrator in the Phillip C. Jessup International Moot Court Competition, FDI Skadden Moot Court Competition, Monroe Price Media Law Moot Court Competition, the Law Asia Moot Court, to name a few.

Dr. Asanga Gunawansa

Dr. Asanga Gunawansa is an Attorney-at-Law who heads Colombo Law Alliance, a law chamber specializing in commercial law. He holds a Ph.D. in Law from the National University of Singapore (NUS) and an LL.M in International Economic Law from the University of Warwick, England. He is an expert in Contracts, Construction Law, Legal Aspects of Project Financing and Foreign Investment, Public-Private Partnership, Arbitration and Environmental Law. He has over Twenty-Seven (27) years of experience and in the past had worked for the Department of the Attorney General of Sri Lanka as a State Counsel; the United Nations Office in Geneva and Jordan as a Legal Officer; and as a Professor at NUS before starting a private legal practice. Currently, he is also an Adjunct Professor at the University of Moratuwa; Chairman of the Sri Lanka International Arbitration Centre; and a Legal Consultant to the Green Climate Fund in Songdo, South Korea. Dr. Gunawansa is also as an International Arbitrator and a member of the Panels of Arbitrators of the Asian International Arbitration Centre (AIAC, Malaysia), Thailand International Arbitration Centre (THAC), Shenzhen Court of International Arbitration (SCIA) and the SAARC Arbitration Council (SARCO).

Dr. SOK Siphana

Since 2009, Dr. Sok is a practicing attorney and the Founding Partner at Sok Siphana & Associates, a law firm in Phnom Penh. He was appointed by Prime Minister Samdech Techo Hun Sen to hold concurrently the position as Advisor of the Royal Government of Cambodia, as Advisor to the Supreme National Economic Council

(SNEC), and as Advisor to the Council for Development of Cambodia (CDC) with rank of Minister in August 2009 and November 2011 respectively. He was reappointed as Senior Advisor to the Royal Government of Cambodia in September 2018 with a rank of Senior Minister. In the lead to Cambodia hosting the 13th ASEM Summit, he is also entrusted with the responsibility of ASEM SOM. Previously from 1999 to 2005, he served as Secretary of State at the Ministry of Commerce. From October 2005 to July 2009 he served as Director at the International Trade Center (ITC) a joint technical agency of the UNCTAD and the WTO in Geneva, Switzerland. Dr. Sok is holder of a Juris Doctor (J.D.) from Widener University School of Law in Delaware, United States (1992) and a Ph.D. from Bond University School of Law in Queensland, Australia (2009). He is currently pursuing a Ph.D. on Comparative Laws with the Université de Paris II, Panthéon-Assas.

Doddy Wiraatmadja Kosasih

Doddy Wiraatmadja Kosasih is an advocate at H.K. Kosasih SH & Associates, a law firm based in Surabaya, Indonesia. He practices commercial litigation, corporate and criminal law. He earned his LL.B. and LL.M. from Griffith University, his Bachelor of Law (SH) from Narotama University, and his Magister of Notary from University of Surabaya. He is a registered Intellectual Property Consultant, a member of Indonesian Receiver and Administrator Association (AKPI) and Peradi (Indonesian Bar Association).

Dr Murray Green

Dr Murray Green teaches Cyber Law at the La Trobe Law School at La Trobe University in Melbourne. He has also taught privacy and media law at the University of Technology Sydney and is Honorary Professor of Public Diplomacy at Macquarie University. He was formerly Director International at the Australian Broadcasting Corporation and works as a media and regulatory adviser. His doctorate is from the Melbourne Law School at the University of Melbourne. His thesis was on election communications law.

Eviana Leung

Ms. Eviana Leung is a partner in the Commercial and Shipping practices of Howse William, an independent law firm based in Hong Kong. Ms. Leung has vast experience in contentious and non-contentious practices, covering a wide spectrum over international trade, commercial disputes, maritime, regulatory and enforcement. She also handles maritime arbitrations in both Hong Kong and London, commercial disputes, enforcement of arbitral awards and foreign judgments. Ms. Leung is also a commercial litigator with a strong practice in shareholders' disputes, breach of directors' duties, insolvency and high value debt recoveries often involving Mainland China clients, including state-owned entity and high net worth individuals. Ms. Leung is a Hong Kong qualified solicitor and is fluent in English, Mandarin and Cantonese.

Eunice Chiu

Eunice is a disputes resolution partner at Oldham, Li & Nie (“OLN”), a mid-sized law firm that has been serving local and international clients out of its Central office for over 30 years. Eunice’s areas of focus include litigation and arbitration in the commercial context and insolvency/ bankruptcy. Prior to joining OLN, she practised in Canada and Hong Kong with international firms, focused on cross-border disputes and PRC-related litigation. Her clients include high net-worth individuals and corporations. Eunice speaks Cantonese, Putonghua and English. She holds a practising certificate in Hong Kong and British Columbia, Canada.

Eric Woo

Eric Woo is a dispute resolution lawyer specialising in both wet and dry shipping matters, including charterparties, shipbuilding, shipping casualties, sale and purchase of vessels, ship arrest and release, international sale of goods, ship financing, cargo claims, bills of lading, letters of credit, marine insurance and other cross-border transport disputes. Eric is also experienced in international arbitration and civil and commercial litigation including contractual and tortious claims, commercial disputes, shareholders disputes and liquidation, cyber fraud, defamation, restitutionary, and employment disputes. Prior to joining ONC Lawyers, Eric has worked for several reputable international law firms. Eric covers the litigation, investigation and compliance aspects of competition law in relation to shipping and logistics industry and has given presentations to financial institutions and listed companies on competition law. Eric is currently a fellow of the Chartered Institute of Arbitrators and a member of the Transportation and Logistics Committee, Arbitration Committee and Standing Committee on Practitioners Affairs of The Law Society of Hong Kong. Eric is also appointed as a panel arbitrator of the Shanghai International Economic and Trade Arbitration Commission, the Chinese Arbitration Association, Taipei and The Law Society of Hong Kong, a member of the Appeal Panel (Housing) of the Transport and Housing Bureau of Hong Kong and HKSAR Passports Appeal Board, and the Chairman of the Appeal Tribunal Panel (Buildings).

Erik Hygrell

Partner and attorney-at-law, Wistrand Law Firm, Stockholm, Sweden, member of the Swedish Bar Association. Educated in Sweden and Germany (LL.M. – Uppsala University, Sweden, 1994, and LL.M. – Eberhard-Karls-University Tübingen, Germany, 1996), additional studies in English law, University of Surrey, Guildford, U.K. Joined Wistrand Law Firm in 2002 (partner since 2005) after previous work with a District Court in the Stockholm area and as associate/senior associate with another Swedish business law firm and the legal department of Ernst & Young in Stockholm, including a one-year secondment with a business law firm in Stuttgart, Germany. Erik Hygrell specialises in domestic and cross-border company law and M&A. Generally advising domestic and international clients regarding corporate governance issues and commercial contracts, Erik Hygrell is regularly assisting clients on both equity investments on the Swedish market and solvent company reorganisations.

The Rt. Hon Justice Dato' Fredrick Indran X.A. Nicholas

Justice Dato' Fredrick Indran X.A. Nicholas has served the Industrial Court of Malaysia as a Chairman from November 2006 to February 2017, at its various divisions in Kuala Lumpur, Ipoh, Perak and Penang. He then served as a High Court Judge in the Civil Division of the superior courts of the Republic of Fiji, for a time in 2017. He then returned, with effect from January 2018, to serve once again as a Chairman of a divisional court of the Industrial Court of Malaysia at Kuala Lumpur. In November 2019, Dato' Fredrick was appointed to the position of Judicial Commissioner; and was posted to serve at the Civil Division of the High Court of Malaya at Johor Bahru with effect from December 2019 to date. From 1986 to 1991, Dato' Fredrick was in the Judicial and Legal Service of Malaysia; where he served as a Magistrate in Negeri Sembilan and then as Deputy Public Prosecutor in Kelantan, followed by being appointed as Head of Prosecution for Malacca. He then practiced as an Advocate & Solicitor of the High Court of Malaya from 1991 to 2006 in Ipoh, Perak and in Kuala Lumpur. While in private legal practice, he had occasion to serve as the Chairman of the Perak Bar; and was a member of the Malaysian Bar Council from 2004 to 2006. Justice Dato' Fredrick was called to the Malaysian Bar as an Advocate & Solicitor in 1986; was awarded the Certificate in Legal Practice by the Malaysian Qualifying Board in 1985, prior to which he graduated with an LL. B (Hons) from the University of London, England in 1984.

The Rt. Hon Justice Dato' Faizah Jamaludin

Justice Dato' Faizah Jamaludin is a judge of the High Court of Malaya at Shah Alam. Justice Dato' Faizah was called to both the Malaysia Bar and the English Bar. She was an advocate and solicitor of the High Court of Malaya and a barrister of the Inner Temple. She was elected as an Overseas Bencher of the Inner Temple in 2018 and is currently the President of the Malaysia Inner Temple Alumni Association. Prior to her appointment to the judiciary, she was a partner of the law firm, Skrine. Justice Dato' Faizah has assisted in judging a number of moot and debate competitions including the Lawasia Moot Competition, the Phillip C. Jessup International Moot Court Competition and the Gandhi Memorial Trust Debate Competition.

Frank SZETO

Mr. Szeto is a partner in ROBERTSON'S' Dispute Resolution Department. He is regularly involved in domestic and international arbitration proceedings and has accumulated considerable experience as a commercial litigator following his admission in 1998. Mr. Szeto is a contributing editor of the Hong Kong "White Book" (Hong Kong Civil Procedure), the leading publication on court practice and procedure and, as Head of Compliance at ROBERTSON'S law firm, he deals extensively with regulatory compliance issues such as anti-money laundering regulations, professional ethics and risk management protocols. Mr. Szeto was a representative of the Hong Kong Law Society delegation of Legal professionals to meet with FATF (Financial Action Task Force) assessors, during the Mutual Evaluation of Hong Kong's compliance and effectiveness of its anti-money laundering and counter-terrorist financing regime, according to international standards. Mr. Szeto is fluent in English and Cantonese.

The Rt. Hon Justice Dato' George Varughese

Justice Dato' George Varughese graduated with LLB (Hons) (Manchester) and thereafter obtained his LLM from University Malaya. His professional qualification includes Barrister-at-Law from Lincoln's Inn and is a Member of the Malaysian Institute of Arbitrators. He is also a certified Adjudicator with AIAC and a certified Mediator of CIArb. Justice Dato' George Varughese served as the President of the Malaysian Bar from 2017-2019 and in November 2019 was appointed as a Judicial Commissioner and is currently presiding in Mahkamah Tinggi 2 at the High Court in Penang.

Gan Khong Aik

Gan Khong Aik graduated from the University of Malaya. Khong Aik is the Fellow of the Chartered Institute of Arbitrators, UK and a mediator with the Malaysian Mediation Centre. Throughout his practice since 1995, Khong Aik regularly acts as Counsel focusing on corporate governance and commercial disputes including property disputes, company restructuring & liquidation, insolvency, employment and industrial relations disputes with particular reference to restrictive covenants, protection of trade secrets and confidential information as well as defamation at all tiers of the Malaysian Courts and arbitration. Khong Aik is also an arbitrator of the International Arbitration Court in Ganjiang, China and an Adjunct Professor to the Shi Liang College of Law, University of Changzhou, Jiangsu China.

Giovanni Zagra

Mr. Zagra is an Italian lawyer member of the Milan Bar admitted before the Italian Supreme Court. He is partner at BMLEX where he acts as head of the Business Law and Corporate Law Department. Mr. Zagra focuses his work on Business Law, Corporate Law, M&A and Technology Law. Mr. Zagra represents clients before the Italian Courts and advises on transactions and investment in Italy and cross-border transactions. He represents International company as well as Italian businesses. He is trainer and lecturer at qualifying courses for Business Schools as well as at Chambers of Commerce. Mr. Zagra is fluent in English and French.

The Rt. Hon Justice Dato' Sri Hasnah binti Dato' Mohammed Hashim

Justice Dato' Sri Hasnah binti Dato' Mohammed Hashim was born in Kuantan, Pahang on 15.5.1959. She obtained her L.L.B (Hons) from University Malaya in 1983 and immediately joined the Judicial and Legal service on 1.8.1983. Justice Dato' Sri Hasnah was a Legal Adviser of Ministries such as Ministry of Housing and Local Government, Ministry of Telecommunication and Post, Ministry of Works. She was also Registrar of Court of Appeal, a Session Court Judge in Kuala Lumpur and Selangor, Assistant State Legal Adviser of Selangor, Director of the Legal Qualifying Board, Director of Insolvency Department and Chief Registrar of the Federal Court. Justice Dato' Sri Hasnah was appointed as a Judicial Commissioner of the High Court of Malaya on 3/5/2010 and as a Judge of the High Court of Malaya with effect from 4.4.2012. She was appointed as Judge of Appeal Court of Malaysia on 21 March 2016 and as a Judge of the Federal Court on 5 December 2019.

Hanim Hamzah

Hanim Hamzah is the Regional Managing Partner of ZICO Law, a premier law-network comprising independent leading law firms with a full presence in 18 cities across Southeast Asia. Her 25+ years of regional practice experience includes being resident in Malaysia, Japan, Indonesia and Singapore where she specialises in major infrastructure project financing and M&A deals in aviation, banking, insurance, mining, oil and gas, plantations, and property. Hanim is consistently recognised as “Distinguished Practitioner” or “Leading Lawyer” in major legal rankings and directories including Legal 500, IFLR1000, Asialaw Profiles, and Asia Business Law Journal for multiple practice areas. In 2018, Hanim was also recognized as one of Financial Times’ ten pioneers of new legal thinking in the Asia-Pacific Innovative Lawyers Category. Hanim is a marathoner and sings in a jazz quartet.

Heidi Chui

Ms. Heidi Chui is a partner of Stevenson, Wong & Co., heading the Litigation and Dispute Resolution department, as well as Banking and Finance department. Heidi focuses on cross-border commercial litigation, arbitration, dispute resolution and frequently assists financial institutions and listed companies in high stakes actions. She is an arbitrator on the panel of The Law Society of Hong Kong. She is also a panel arbitrator of Shanghai International Arbitration Centre (SHIAC), Shenzhen Court of International Arbitration (SCIA), and Langfang Arbitration Commission. She is an accredited mediator of Hong Kong International Arbitration Centre. She is a China Appointed Attesting Officer as appointed by the Ministry of Justice PRC. She has been appointed as Expert of professional Committee on Real Estate Arbitration of China Academy of Arbitration Law. She has also been appointed as a Practising Solicitor Member of the Solicitors Disciplinary Tribunal Panel, a member of Disciplinary Panel A of the Hong Kong Institute of Certified Public Accountants, a lay assessor of Medical Council of Hong Kong. Heidi has been recognized as a Client Choice winner in Litigation practice in Hong Kong in 2016 which is organized by the International Law Office and Lexology. She has also been recognized as a “leading lawyer” in Banking and Finance and Dispute Resolution practices by Asialaw Profiles. She was nominated as finalists for “Dispute Resolution Lawyer of the Year” in 2017, 2018 and 2019 organized by Asia Legal Business.

Heather Yee

Ms. Heather Yee is the first female global lead and youngest Head of the Asian Institute of Alternative Dispute Resolution (AIADR) Secretariat, headquartered in Kuala Lumpur, Malaysia. Ms. Heather Yee is admitted to the Malaysian bar as advocate and solicitor with several years of practising experience in commercial dispute resolution and litigation prior to joining AIADR. She holds Master of Laws with Distinction from the University of Malaya and was the recipient of the St Michael Brother Visitor’s Award being the Best STPM Student of the year and Best Student in Business Studies. She was also the recipient of the Temasek Foundation Leadership Enrichment and Regional Networking Award by the National University of Singapore (NUS) and Temasek Foundation Singapore. Ms. Heather Yee has wide experience in moot and debate competitions.

She represented the National University of Malaysia (UKM) in the global round of the Willem C. Vis International Commercial Arbitration Moot Competition and served as arbitrator / moot judge in numerous international moot competitions. She has also been invited to speak in international events, forums and conferences as panellist / speaker on various topics relating to alternative dispute resolution and dispute settlement.

Jason Wu

Jason graduated with a LL.M from Duke University School of Law, Durham, NC, USA and a Bachelor of Laws (J.D. equivalent) and Master of Laws from National Taiwan University College of Law, Taipei, Taiwan. Jason is the Principal at Justus Law Offices, Taichung, Taiwan and his principal areas of practice include Intellectual Property Rights, Government Procurement, Cross-Border transaction and Corporate.

Jimmy Liew

Jimmy Liew graduated with an LL.B (Hons) degree from University of London in 1999. He obtained his Certificate of Legal Practice in 2000. He was admitted as an Advocate and Solicitor of the High Court of Malaya in August 2001. He was admitted as a Partner of Shearn Delamore & Co on 1st January 2010. His area of practice is in corporate and commercial dispute resolution. He acted in a wide range of disputes both in Court and in arbitration. He has also been involved in a wide range of disputes involving fraud and forgery, contentious probate and administration and landlord and tenant. He is also experienced in handling corporate restructuring, receivership, liquidation and administration matters and corporate crime.

Juan Javier Negri

Juan Javier Negri is an Argentine lawyer graduated from the University of Buenos Aires in 1975. He holds a master's degree on comparative law from the University of Illinois (1978). He practiced law in New York and is now a senior partner with Negri & Pueyrredon in Buenos Aires. He specializes in corporate law, corporate conflicts and corporate governance and has written or contributed to several books on these subjects. His expertise on these areas led him to be appointed academician of the International Academy for Quality. In recent years he has developed a strong practice on art and cultural law. In 2015 he was awarded the Uria Award for his essay Banksy's door. He was director of the Argentine National Arts Fund, a financial institution devoted to the arts. He is board member of several large corporations and chairs Sur, a cultural foundation.

Junko Ogushi

Junko Ogushi is a partner with Atsumi & Sakai (Japan) and practices in the areas of energy, infrastructure, real estate development and general corporate law. She also serves as an independent director of a construction company and as an auditor of a public research institution. She has an LL.B from the University of Tokyo and an LL.M from the University of Michigan Law School and is admitted in Japan and California.

Jun Wang

Jun Wang is an experienced international arbitration lawyer focused on Asia. He is bilingual in Mandarin and English and is active in the region's leading arbitration hubs in infrastructure, energy and commercial disputes. He is a senior consultant in the Perth location of Hong Kong-based business law firm FitzGerald Lawyers. Jun is a Fellow of the Chartered Institute of Arbitrators, the Singapore Institute of Arbitrators and the Australian Centre for International Commercial Arbitration (ACICA). He is a panel arbitrator of Asian International Arbitration Centre, Thailand Arbitration Centre, Saudi Centre for Commercial Arbitration, Maldives International Arbitration Centre, Shanghai International Arbitration Centre, Chinese Arbitration Association (Taipei) International Arbitration Centre, Shenzhen Court of International Arbitration, Hainan International Arbitration Court and several other Mainland Chinese arbitration commissions. His name is also included in the List of Practitioners in International Arbitration published by the Vienna International Arbitration Centre. Jun is an International Accredited Professional Mediator at the Mainland-Hong Kong Joint Mediation Centre and an Accredited Mediator at the Singapore Mediation Centre and Singapore International Mediation Institute. Jun is a member of ACICA Practice & Procedures Board and the SIAC Users Council. He is the first ethnic Chinese Ambassador appointed by the International Chamber of Commerce for its Belt & Road Commission. Jun first qualified as a lawyer in Mainland China. He is admitted in Australia, England & Wales and New Zealand. Jun is a Registered Foreign Lawyer (England & Wales) of the Singapore International Commercial Court and as a registered legal practitioner of Dubai International Financial Centre Courts, Astana International Financial Centre Courts and Dutch Brussels Bar (B-list). He holds a Bachelor of Law degree from Nanjing University, a Juris Doctor (with honours) from Bond University and a Postgraduate Diploma in International Commercial Arbitration (with distinction) from Queen Mary University of London.

Justin Dowd

Justin has been a member of LAWASIA since the 1980s. In 2011 Justin was appointed as Australia's representative to Lawasia and elected to the Executive Committee in 2014, then Vice President in 2015, a post which he held until retiring in 2019. Justin was President of the Law Society of New South Wales for 2012. He specialises in international family law matters and is a member of the International Academy of Family Lawyers and the International Academy of Collaborative Lawyers. Justin is an accredited specialist in Family Law and is also an accredited arbitrator. He is a member of the Board of the World Congress on Children's Rights and Family Law, an international congress convened to highlight and progress children's rights internationally. He has also been a Director of North West Disability Services, a non-profit organisation providing services to people with intellectual and physical disabilities. Justin has written many articles and presentations on family law and associated subjects, nationally and internationally.

Jocelyn Tsao

Jocelyn is a partner in the divorce and family team of Withers. She advises on all aspects of matrimonial law including divorce, prenuptial agreements, child care and custody and financial disputes. She advises husbands, wives, and unmarried partners. She is an experienced advocate and has also cross examined witnesses in open court. As well as handling her own case load, Jocelyn has been involved with some of the most high profile cases to come before the courts in Hong Kong as part of a team involving high net worth individuals with diverse and complex issues. This exposure to large cases has given her experience in dealing with prenuptial agreements, trusts, corporate structures and injunctions, and co-ordinating with other solicitors overseas and experts, as well as leading counsel in Hong Kong and London. Jocelyn has considerable experience in divorce cases with trusts involved as well as complex crossjurisdictional divorces. Her cases have recently been concerned with issues of jurisdiction, financial discovery and dealing with the preliminary issue of beneficial ownership. She has been involved with a number of child relocation cases and cases dealing with children's custody, care and control.

Kay Chan

Kay is from Admiralty Chambers in Hong Kong. Nominated as a finalist of the IBA Outstanding Young Lawyer of the Year Award (2018) and appointed as a Fellow of the International Academy of Family Lawyers (2020), Kay specialises in handling disputes involving complex multi-disciplinary issues involving both criminal and civil law. Kay is a Collaborative Professional and a trained mediator. Kay is a trainer for advocacy courses conducted by the Hong Kong Advocacy Training Council as well as a Part-Time Lecturer of The University of Hong Kong.

Kevin De Rozario

Kevin was called to the Malaysian Bar in 1998 having completed his pupillage at Messrs Kumar Jaspal Quah & Aishah. He is currently a Partner and Head of the Litigation Department at Messrs Khairuddin, Ngiam & Tan, a KL based firm which has been in existence since 1984. Kevin's principal practice area is in Civil Litigation. Kevin has dealt with a wide range of litigation matters including banking, contractual and tortious disputes, commercial, winding up proceedings, criminal and family matters. He has also had many years of experience in dealing with Industrial Relations matters, particularly in areas covering termination of employment and constructive dismissal where he has advised both individual and corporate bodies on such issues, including public listed companies. Kevin has represented clients in Industrial Relation cases up to the Court of Appeal. In 2005 and 2008 Kevin had contributed to the Malayan Law Journal's (MLJ) Halsbury Laws Of Malaysia publication particularly in the subject of the Legal Profession. In 2017, he contributed to a book known as "A Guide On Strata Management" published by Ark Knowledge Solutions. This book provides a comprehensive analysis of the law and a simple approach to understanding its application on Stratified Properties. It spells

out the duties and prohibitions imposed on all related stakeholders. Outside the ambit of legal practice, Kevin is quite involve in social work being the Deputy Chairman of the Social Concerns Ministry at Tamil Methodist Church Brickfields Kuala Lumpur. He's also the Chairman of Community Action Network (CAN) a civil society organisation which upholds the principles of human rights and Justice and he is also a Committee Member of the Catholic Lawyers Society (CLS) Kuala Lumpur. Kevin was appointed as an Examiner for the CLP 2020 examinations and and he also written some Articles which were reported at the Current Law Journal (CLJ).

KONG Sam Onn

KONG Sam Onn is an Attorney-at-Law, member of the Bar Association of the Kingdom of Cambodia (BAKC), member of the Council of Jurists of the Council of Ministers of the Royal Government of Cambodia, Professor of Law of the Paññ s tra University of Cambodia (PUC), and President of the Asia Law Office (ALO). Mr. KONG practices on various area of law both in court proceedings and legal consultation. He has handled both civil and criminal cases. He has represented various high-profile cases involved with journalists, politicians, government officials, military officials, and lay people whose basic human rights have been abused. He was a former senior manager of the Cambodian Defenders Project (CDP) and other human rights organizations. He has worked in legal and human rights fields for nearly thirty years since 1992. His fields of practice included criminal law, Human Rights law, court proceedings, labor law, commercial law, property law, contract law, family law and electoral law. He used to offer legal consultation to JICA, ECCC, UNFPA and business enterprises.

Kohei Murakawa

Kohei Murakawa is an attorney admitted in Japan and England & Wales*, and a partner and comanager of dispute resolution practice group at Atsumi & Sakai. He has comprehensive experience in domestic and international dispute resolution, with strong emphasis on international arbitration, international litigation and cross border investigation regarding international trade, intellectual property law, competition law, finance, trade secrets, crypto assets. Mr. Murakawa is also a registered mediator and arbitrator of the Japan Commercial Arbitration Association and an accredited mediator of the Centre for Effective Dispute Resolution. He is a member of the Japan Competition Law Forum, the Chartered Institute of Arbitrators (MCIArb) and the Japan Association of Arbitrators. He is highly ranked by The Legal 500 Asia Pacific 2021 for risk management and investigations and The Best Lawyers 2022 for Antitrust / Competition Law. *Atsumi & Sakai is not regulated by the Solicitors Regulation Authority for England and Wales.

Kunchou Tsai

Mr. Kunchou Tsai, Esq. has been licensed in Taiwan and China and engaged in legal career for decades. He specializes in FinTech, financial regulations, corporate finance, securities trading, international investment and arbitration. He received his LLM degrees from University College London and U.C. Berkeley. In recent years, he focuses on the resolution of financial investment disputes, such as complicated derivative products and cryptocurrency scheme. Mr. Tsai is appointed as the arbitrator of the China International Economic and Trade Arbitration Commission (CIETAC) for his expertise in M&A, banking and finance. Mr. Tsai is also the founder and managing partner of Enlighten Law Group, a Leading Firm of Legal 500 Asia-Pacific in Banking and Finance Practice. He is recommended by Legal 500 and Asialaw as a prominent lawyer and especially endorsed in Blockchain and Cryptocurrency fields. He also joins 500 Startups as one of the 500 Mentors in Fintech and Legal fields. Mr. Tsai is often invited to give speeches on such topics, including the annual conferences of Lawasia, International Bar Association, and the Law Society of Hong Kong. Besides the above positions, he also serves Taiwan Bar Association as the vice chairman of Financial and Economic Law Committee and convener of Fintech Taskforce. In addition, he is a lecturer at Chinese Arbitration Association Taipei, for derivatives and cryptocurrency dispute resolution, and University of Hong Kong, China Business School, for Digital Legal, Policy and Ethics Issues.

Lavinia Kumaraendran

Lavinia Kumaraendran was admitted as a Barrister-at-Law (Lincoln's Inn) in October 2003 and to the Malaysian Bar as an advocate in 2005. She holds a Masters Degree in Commercial Law. Lavinia is a passionate litigator and only ever has been in active dispute resolution practice in the fields of general civil and commercial litigation. Her interest and specialization focuses on corporate litigation, particularly shareholders' disputes, breach of directors' duties and liabilities and contentious insolvency claims. She only very recently set up her own practice in partnership under the style and name of Lavinia & Balan Chambers where the vibrant Team of eight (8) advocates focus on Litigation and Construction Arbitration. Having considerable experience acting for a broad range of clients in various industries, including public listed companies, liquidators, receivers and managers, she frequently appears as solicitor and counsel in all tiers of the Courts in Malaysia. Lavinia is also an Advocacy Trainer with the Advocacy Training Committee of the Malaysian Bar where she often trains young lawyers in various jurisdictions including Singapore and South Africa. Lavinia enjoys training the Art of Advocacy where she emphasizes and conveys the importance of staying true to your personality while putting forward a strong argument in Court.

Lennard Noordzij

Lennard studied Dutch law at the University of Groningen and has been working as a lawyer in Amsterdam since 2013. Lennard gained experience at a medium-sized law firm in Amsterdam and joined AMS Advocaten in May 2017. Lennard litigates, negotiates and advises national and international clients in court proceedings and arbitration (“commercial litigation and dispute resolution”) in the first instance and on appeal, both in preliminary relief proceedings and in legal matters. Lennard speaks fluent English and for this reason, he litigates on behalf of international clients. He specialises in the field of liability law. He also advises, negotiates and litigates in the field of employment law, (prejudicial) seizure and foreclosure law, debit collection, private international law and contract law. Lennard successfully completed training in Company and Liability at the Grotius Academie. This is the most comprehensive and complete postgraduate training in liability law.

Leng-Fong Lai

Leng-Fong Lai is the Co-Managing Partner of Clifford Chance Tokyo and the Head of the Capital Markets Group in Asia-Pacific. He specialises in all forms of capital markets and structured finance instruments including receivables and other asset-backed securities, commercial mortgage-backed financings, structured MTNs, equity-linked and convertible securities, securities repackaging and other forms of securitised derivatives, hybrid securities, project bonds and other infrastructure financings. Leng-Fong also advises banks and investment funds on project and real estate finance and investments in Japan.

He is admitted as a Solicitor of England & Wales and an advocate and solicitor in Singapore and is a Gaikokuho Jimu Bengoshi (England & Wales) in Japan.

The Rt. Hon Justice Dato’ Mary Lim Thiam Suan

Justice Dato’ Mary Lim Thiam Suan read law at the University of Leeds, UK and graduated with LLB (Hons). She was admitted to Lincoln’s Inn as a Barrister-at-law. She also obtained her Master of Laws degree from the University of Western Australia. Prior to her elevation to the High Court of Malaya where she had sat in her new Commercial Court, her Ladyship served in various capacities at the Attorney General’s Chambers of Malaysia. These include as Senior Federal Counsel, Senior Assistant Parliamentary Draftsman, Legal Advisor to the State of Negeri Sembilan, Deputy Head of Civil Division and Commissioner of Law Revision and Law Reform. Justice Lim was the first judge of the Construction Court in Kuala Lumpur until her Ladyship’s elevation to the Court of Appeal. Justice Lim is a qualified advocacy trainer with the Bar Council Malaysia and has conducted numerous courses on the subject including the Advanced Advocacy Course at Keble College, Oxford. She has also delivered many public lectures of various topics associated with the law both nationally and internationally. Her Ladyship is now a Judge of the Federal Court of Malaysia.

The Rt. Hon Justice Dato' Mohd Radzi bin Harun

Justice Dato' Mohd Radzi graduated with LLB (Hons) from UIA Malaysia in 1989, and LLM from University of Nottingham in 2004. He joined the Judicial and Legal Service in 1989 with first posting as a Magistrate at the Teluk Intan Magistrate's Court, Perak and thereon, served in numerous postings including as Legal Advisor to various government ministries and agencies, and as Deputy Public Prosecutor and Senior Federal Counsel at the AG's Chambers. His main area of practise is advisory with focus on international law and specialization in international organisations and international human rights. He has represented Malaysia at numerous bilateral, regional and international negotiations and meetings, including at the UN, OIC and ASEAN. He was appointed as a Judicial Commissioner on 30 March 2018 and elevated as a High Court Judge on 25 March 2020. He is currently serving as a Judge at the KL High Court Commercial Division (Intellectual Property), commencing 13 July 2020.

Maithri Panagoda

Maithri Panagoda is one of Australia's leading compensation lawyers. Educated in both Sydney and Sri Lanka, Maithri has over 40 years experience in litigation and dispute resolution. The Law Society of NSW accredits him as a personal injury specialist. Maithri practised as a lawyer in Dubbo for nearly 10 years before joining Carroll & O'Dea Lawyers in 1991. He worked with the Western Aboriginal Legal Service and since joining Carroll & O'Dea Lawyers he has continued his commitment to representing Aboriginal people. He has been involved in a large number of successful claims being brought by members of the Stolen Generation. Fluent in Sinhalese, Maithri is involved in various activities with the Sri Lankan community in New South Wales. Maithri has also been a member of Law Society's Medico Legal Liaison Committee, Senior Solicitors' Committee and the Litigation Law and Practice Committee. Maithri has published numerous articles and publications and is a regular speaker at legal seminars. He is the author of the chapter on workers' compensation in the Lawyers Practice Manual published by the Thompson Lawbook Co.

Md. Imam Hossain

Md. Imam Hossain is Head of Chamber of the Investment & Development Consultancy/ Litigation/Arbitration (IDCLA) and Director & Assigned Arbitrator of Dhaka International Arbitration Centre (DIAC). Mr. Hossain is supervising on research works titled "Third Party Funding in Commercial Arbitration in Asia, "Controlling Cost in Commercial Arbitration" and "Breach of Ethical Duties of Arbitrators". Mr. Hossain has worked on cases representing both government and private clients in litigation and arbitration matters. He also advises clients on Investment structuring for treaty protection and Development issues. Mr. Hossain also served as an Assistant Attorney General of Bangladesh Attorney General's Office from June 2007 - April 2009. Mr. Hossain chaired in certain arbitration tribunals in Dhaka, Bangladesh. In the year 2017 Mr. Hossain participated in UNCITRAL Congress, hosted by the United Nations Commission on International Trade Law to

celebrate its 50th anniversary, on “Modernizing International Trade Law to Support Innovation and Sustainable Development” held in Vienna, Austria from 4-6 July. Further, on 11-12 December, 2017 Mr. Hossain made a presentation titled “The Impact of OBOR Initiative on Asia Pacific Region” in UNCITRAL-UM Joint Conference held in Macau SAR, China regarding the impact of One Belt One Road (OBOR) initiative on paperless arbitration.

Man Sing Yeung

Man Sing Yeung is a practicing arbitrator, mediator and lawyer in Hong Kong. He is accredited as a chartered arbitrator, chartered quantity surveyor and accredited mediator / adjudicator. He has been involved in alternative dispute resolution services with emphasis on construction and international trade. Mr Yeung was the former Chair of the Chartered Institute of Arbitrators (East Asia Branch), and the HKIAC - Hong Kong Mediation Council. He was a member of the Steering Committee on Mediation of Department of Justice, HKSAR. He is currently the Chair of the Law Society's Arbitrators Admission Committee, and a director of the Asian Institute of Alternative Dispute Resolution, Malaysia. He is also serving the Chartered Institute of Arbitrators, London as standing committees' member. As an arbitrator for a fair nos. of cases since 2000, Mr Yeung is with arbitral institutions' panels in the regions, and also mediates cases for construction related and cross border investment disputes. Mr Yeung is honoured for having served Lawasia Moot Competition since 2019.

Mark Hanna

Mark Hanna is Principal of Mark Hanna Lawyers, a firm based in Sydney Australia. Mr Hanna's practice specialises in family, estate and commercial law with clients locally and overseas. Mr Hanna is perhaps best known for his work in litigation as an instructing solicitor in two successful appeals to the High Court of Australia, both of which are now authorities in their own right. He acted for the appellant in the 2010 case of *Kirk v Industrial Relations Commission* [2010] HCA 1, described by a former Australian High Court judge as “one of the most important cases of the last two decades”. In this matter the High Court extended the reach of Chapter III of the Australian constitution, holding that the supervisory jurisdiction of the state supreme courts is a defining characteristic and cannot be removed by legislation. Mr Hanna also acted for the appellant in *The Church of the New Faith v Pay Roll Tax Commissioner of Victoria*. This case is authority for the legal framework by which religious institutions are defined in Australia and has been widely quoted in judgements throughout Europe, the US and the Commonwealth. Mr Hanna is a regular presenter at legal conferences around the world, and was recently invited to address the World Conference on Family Law and Children's Rights in Dublin Ireland in 2017 on surrogacy issues.

Martin Polaine

Martin Polaine is a barrister (England & Wales) of 35 years' experience, an arbitrator and a Fellow of the Asian Institute of Alternative Dispute Resolution (FAIADR). He has advised states, corporates and individuals in Africa, Asia and Europe on dispute resolution and public international law. He has extensive experience in both civil law and common law states and his practice includes international arbitration (both commercial and state-investor), international trade and sale of goods, anti-corruption, AML/financial regulatory and treaty drafting. Martin has had conduct of numerous complex and sensitive cases and serves as an expert for international organisations (including Commonwealth Secretariat, Council of Europe, EU, UN agencies and the OECD). Martin is a published author of legal texts (with Oxford University Press and others) and is a Teaching Fellow at the College of Law (Sydney), where he tutors LLM students.

Milly Yuk Kwan Hung

Milly is a Partner in the Litigation and Disputes Resolution Department of Messrs. Stevenson, Wong & Co. She has over 20 year's experiences to advise on litigious matters both in civil and criminal cases to the local government, foreign and PRC corporate entities or individuals specialized in the practices of employment and construction, aviation and transport, insurance and personal injuries. Before she joined Messrs. Stevenson, Wong & Co., she had served the Department of Justice (formerly known as Legal Department) acting as the advising Counsel and prosecutor in civil and criminal cases. Milly has expertized to advise several local airlines in aviation matters and PRC insurance companies in Hong Kong insurance matters. She is one of the co-author to the Hong Kong Chapter in Aviation Law Review (2017). Aiming to contribute to the community, she has currently accepted the governmental appointments as the Chairman of Appeal Tribunals (Building Ordinance), member of the Solicitors Disciplinary Tribunal, Adjudicator to the Registration of Persons Tribunal and member of the Transport Tribunal in which she has to lead other Tribunal members to hear various appeal cases and hand down decisions.

Miriam Pereira

Miriam is a transactional and dispute resolution lawyer licensed in the Philippines and the State of New York. She has been involved in multiple transactions involving Asia, the U.S. and Europe. She deals with contractual, IP, finance and other regulatory issues in licensing/trade deals, investments, investigations and disputes for Japanese companies. She also supports foreign companies in investing and doing business in Japan. She has been recently appointed to serve part-time as a public relations officer of The Japan Commercial Arbitration Association (JCAA) from October 1. Miriam is also active in educational activities. She co-chaired the diversity-themed global conference of the New York State Bar Association (NYSBA)-International Section in Tokyo in 2019, is on the advisory board of the diversity platform, Change Makers Japan, and is one of the founders/executive officers of the Tokyo chapter of Energy Related Arbitration

Practitioners (ENERAP). She regularly writes, speaks and/or organizes talks on commercial/regulatory issues and dispute resolution. She is a member of the Women in Business, Legal Services & IP, and FDI and Global Economic Cooperation Committees of the American Chamber of Commerce (ACCJ) in Japan, the Cross-Border and the Women Business Lawyers Committees of the Inter-Pacific Bar Association (IPBA), and ArbitralWomen.

May Lu

May has extensive experience with the Chinese legal framework, especially in the areas of employment, corporate and contract law. Additionally, she understands the international commercial practices and has experience in commercial litigation and labour arbitrations in China. She works closely with multinational companies and overseas lawyers as well as Chinese companies in advising employment, regulatory compliance, and foreign direct investment in China. May is a partner of Simmons and Simmons Law Offices based in Shanghai and has practiced law in China for more than 16 years. However, her legal knowledge extends far beyond that as she was a teacher in a university teaching commercial law for three years and continued her masters in Shanghai, at East China University of Political Science and Law, in Belgium, at Ghent University, and in United States, at Columbia Law School.

Michael Tidball

Mr Michael Tidball commenced appointment as Chief Executive Officer of the Law Council of Australia in August 2020. Prior to this, from 2006 until July 2020, Mr Tidball served as the Chief Executive Officer of the Law Society of New South Wales; leading many of its initiatives to position it as one of the largest and successful voluntary direct membership regulating Law Societies internationally. His key reform during his tenure included the lead role played by the Law Society in transiting to a national legal services market in Australia and the successful introduction of voluntary membership. Mr Tidball serves as Secretary-General of LAWASIA, a position he has held since 2015, and is a Director of LAWASIA Holdings. Previously Mr Tidball served as a Director of Lawcover Insurance Pty Ltd and Lawcover Pty. He was also a board member of the Board of Management of Quality in the Law and is a member of the Council of the Francis Forbes Society for Australian Legal History. He has completed post graduate studies at the Saïd Business School at The University of Oxford and is a Fellow of the Australian Institute of Company Directors.

Nathan Wong

Mr Nathan Wong is a Partner and Solicitor Advocate with Haldanes, an award-winning law firm in Hong Kong. He specialises in civil litigation with particular expertise in complex commercial disputes and land-related litigation. His commercial experience covers shareholder disputes, breach of fiduciary duties, unfair prejudice and equitable winding up petitions, multiple-jurisdictions contracts, and single / multiple derivative

actions. His land-related work encompasses adverse possession, repossession of land, restrictive covenants, easement, right of way, illegal structures and tenancy. He also handles contentious probate, regulatory investigations and judicial review applications. Nathan is also a qualified accountant having obtained fellowship status with Association of Chartered Certified Accountants (ACCA), and a member of the Civil Litigation Committee of The Law Society of Hong Kong.

The Rt. Hon Justice Tuan Nadzarin Bin Wok Nordin

Justice Nadzarin Bin Wok Nordin is currently a Judicial Commissioner at the Kuala Lumpur High Court and was a former practising Advocate & Solicitor for over 30 years. He is also a Member of the Chartered Institute of Arbitrators, London, a Certified Mediator, a Fellow of the Malaysian Society of Adjudicators and a former member of the Disciplinary Committee Advocates & Solicitors Disciplinary Board, a Notary Public and a President of Strata Management Tribunal before his appointment to the bench.

Olivia Kung

Olivia is a co-founder of Wellington Legal. She is an experienced litigation solicitor who has worked in London and Hong Kong. She qualified as a solicitor in England & Wales in 2003 and Hong Kong in 2012. Her practice focuses on complex commercial disputes. Olivia is a Fellow member of Hong Kong Institute of Arbitrators and was appointed as an Arbitrator of Guangzhou Arbitration Commission in September 2020. She was also an editor of Wolters Kluwer's PrimeLaw Hong Kong Tort Cases and contributing editor of LexisNexis Advance Practical Guidance. In September 2018, Olivia was appointed as an Adjunct Professor of Beijing Normal University. She sits on various committees in the Law Society of Hong Kong and has recently been appointed as the external advisor for the CPCE Committee of the Hong Kong Polytechnic University and distinguished mentor of Chinese University of Hong Kong. Olivia is also the Chair of the Women Business Lawyers Committee of the Inter Pacific Bar Association. Olivia graduated with a law degree (LL.B.)(Hons) from Queen Mary University of London and completed her Legal Practice Course (LPC) from the University of Exeter. Prior to establishing Wellington Legal, Olivia worked for several top tier firms in the UK, a leading law firm in Hong Kong and as Legal Counsel for a listed financial company.

Pallavi Chopra

Ms. Pallavi Chopra is litigation lawyer practicing in New Delhi, India. Pallavi currently works at one of India's leading litigation law firms Agarwal Law Associates in its New Delhi office and is involved in various proceedings before Courts and Tribunals in India, including the Supreme Court of India and the High Court of Delhi. Initially, before foraying into the field of litigation, Pallavi was a corporate lawyer, working at one of India's leading law firms Shardul Amarchand Mangaldas & Co. in its New Delhi office. She specialized in the fields of Projects, Project Finance and General Corporate. In the course of her corporate law career, she has advised some of the largest banks in India in relation

to project finance and corporate debt restructuring. Pallavi also has experience in the infrastructure sector and has advised a wide range of clients including state run and private infrastructure companies at various stages of their projects and acquisitions. Pallavi has attended the Annual Conference of the International Bar Association, 2017, held in Sydney as a scholar of the International Bar Association, Developing Bars Programme for Young Lawyers. Pallavi received her Master of Laws (LL.M.) degree in Commercial Law from Cardiff University, United Kingdom and her Bachelor of Laws (LL.B.) degree from Campus Law Centre, Faculty of Law, University of Delhi, India. Prior to studying law, Pallavi has also completed her B.A. (Hons.) in English from University of Delhi, India.

Peter G. Fanning

Mr. Fanning is an Australian barrister and solicitor (and former teacher), and is a graduate of the University of Queensland (law) and the University of PNG (politics and economics). He transferred from Australia's Clayton Utz to the Indonesian law firm of Hutabarat Halim & Rekan in 1997. He practices in the commercial and corporate areas, especially in matters involving foreign investment. He also advises in such diverse areas as land and water resources, oil and gas, mining, construction, insurance, air and sea transport (including port development and use), industrial relations and dispute resolution. He is a member of Lawasia, the Australian Institute of Arbitrators and Mediators, and the Australian Institute of Company Directors. As a Board member of the Indonesia Australia Business Council (since 2000) and also Chairman of the International Business Chamber (since 2002), he has been active in assisting the Indonesian government (in conjunction with Kadin) in policy formation and reform, especially in areas of investment and legal reform. He is a founding director (representing Indonesia) of AustCham ASEAN.

Raneesha de Alwis

Raneesha de Alwis (LL.B., MCIArb) is a Counsel at the Dispute Resolution Division of F. J. & G. de Saram, Sri Lanka. She advises and represents clients in corporate commercial disputes including corporate insolvency, minority protection, banking and insurance, intellectual property, labour and commercial agency. She also advises and appears before arbitral tribunals in domestic and foreign arbitrations and other statutorily appointed regulatory bodies. She is a member of the Chartered Institute of Arbitrators.

Robert Brown

Robert has worked closely with companies as an investment banker and attorney in Louisville Kentucky, London, New York City, Tokyo, San Francisco and San Diego. He is admitted as an attorney in New York, Washington, D.C., California and Kentucky, and is qualified as a solicitor in Hong Kong, and in England and Wales. From 1991-1993 he was admitted as a foreign lawyer in Japan. In addition to his law degree, he has two PhD degrees: Cambridge University, and London School of Economics and Political Science. He is the author of many books, including *Going Global*, Thomson. 2006-2012. He is past chair of American Bar Association (ABA), International Section, and is now chair of ABA Senior Lawyers Division, International Committee. He is also an executive committee member of LawAsia.

Ronald Sum

Ronald Sum is a Partner in the Hong Kong office and Head of Dispute Resolution in Asia of Addleshaw Goddard (Hong Kong) LLP. He concentrates his practice in all areas of dispute resolution, specializing in China related matters, cross border disputes, complex commercial disputes, regulatory bodies investigations, transportation (maritime, aviation, road and rail), international trade, insurance and reinsurance including export credit insurance, product liability and product recall, including arbitration, litigation, mediation and investigations. Ronald is qualified as a solicitor in Hong Kong, England and Wales and Australia. He is a fellow member of the Hong Kong Institute of Arbitrators and the fellow member of the Chartered Institute of Arbitrators. He is the immediate past chairman of the International Chamber of Commerce: Arbitration and ADR Sub-Committee. He is also the council and appointments committee member of the Hong Kong International Arbitration Centre. He is on the panel of arbitrators of various institutions and has acted both as counsel and arbitrator in administered arbitration proceedings including the ICC, HKIAC, LMAA, CIETAC, SCIA, SHIAC, SAC, BIAC, SIAC, THAC, GAFTA/FOSFA etc. Ronald has conducted arbitration in Hong Kong, China, London, United States, Australia and Singapore. Ronald is also an accredited mediator of HKMAAL, CIETAC and the Law Society of Hong Kong. Ronald has recently be appointed as an Investor-state Mediator under the Mainland and Hong Kong Closer Economic Partnership Arrangement (CEPA). Ronald is a council member of the Hong Kong Mediation Council. He sits on the Hong Kong Government Advisory Committee on the Promotion of Arbitration and the Hong Kong Steering Committee on Mediation. Ronald is also a director of the eBRAM International Online Dispute Resolution Centre. Ronald is also on the panel of arbitrators for the Court of Arbitration for Sports. Ronald has been awarded as one of China's Elite 100 lawyers (Foreign firm) by China Business Law Journal – a member of the A List of China's legal profession.

Rui Botica Santos

Rui is a licensed lawyer in Portugal, Brazil, Timor-Leste and Macau. Rui is a Partner at CRA - Coelho Ribeiro e Associados (Portugal), founder of CRA Timor (Timor-Leste); and international partner of Nuno Simões / Jurismac (Macau); and Senior Associate at Murray Advogados (Brazil). Rui is an Arbitrator and Mediator at the Court of Arbitration for Sport, arbitrator at CBMA – Centro Brasileiro de Mediação e Arbitragem; arbitrator at the Qatar Sports Arbitration Tribunal; President of the International Tribunal of the FIA. Judge at the FIA International Court of Appeal, Judge at the UIM International Court of Appeal and arbitrator of the Commercial Centre for Commercial Arbitration (Portugal). Rui was awarded with Master Honoris Causa by ISDE - Instituto Superior de Derecho y Economía, Madrid (2007-2017). Rui also lectured for the Master in International Sport Law (LLM) in Instituto Superior de Derecho y Economía (ISDE) about Dispute Resolution Matters and is an invited lecturer for the Post-Graduation Course on Dispute Resolution, Law School, Nova University of Lisbon and at the Lisbon Catholic University. He is a member of the Swiss Arbitration Association (since 2014). He is widely regarded as an international preeminent authority on international commercial and sports arbitration. He has been ranked for the past 10 years as one of the Portuguese leading international arbitration practitioners and the leading arbitration practitioner in Lisbon and in Dili (Timor-Leste), where he assists relevant Oil & Gas companies in disputes with the Timor-Leste State. He is also on the Academic Counselling Board of the Associação Brasileira dos Estudantes de Arbitragem (since 2014); APDD – Portuguese Sports Law Association since 2007; member of the Board of Rexsport (International Sports Law Association since 2013 and member since 2004); Comité Português do Cour Européene d'Arbitrage. He has also spoken at various international and domestic sports law seminars. Rui is also author of several articles various articles on Arbitration and Mediation and Co-author of “Sports Law in Portugal”, Wolters Kluwer in 2011.

Samantha Gershon

Samantha has over 20 years' experience in litigation. She uses her commercial litigation experience to provide a unique perspective to family law cases. Samantha handles complex financial disputes involving multi-jurisdictional corporate issues and trust structures. She obtains injunctive relief if required whether in Hong Kong or worldwide. She equally advises on all children issues and often acts in high conflict children cases where one parent has addiction issues. She also acts and advises on a number of international relocation cases. Her background in working as a solicitor for the Metropolitan Police Service enables her to recognise techniques used to circumvent protective measures set by the Court and to ensure that safeguards are in place to protect children before access can take place. As a trained collaborative practitioner, Samantha is a strong advocate for alternative dispute resolution and assists parties through mediation, always striving to reach amicable solutions. She is on the committee in Hong Kong set up to promote Private Financial Adjudication in family cases. Samantha has been the Chair of the Hong Kong Family Law Association since 2018. She is a Practising Solicitor Member of the Solicitors Disciplinary Tribunal Panel.

Sameendra Perera

Sameendra Perera, Attorney-at-Law, is in charge of day to day operations of the Intellectual Property Department of John Wilson Partners and is a registered Intellectual Property Agent. She has been a part of the John Wilson IP team since 2011. Sameendra is an LLB graduate and also holds a M.Sc. in Information Technology and a B.Sc. (sp. Hons) degree in Information Technology. She is involved in both contentious and non-contentious IP related work and, in collaboration with other lawyers and the IP team, responds to all client related IP inquiries/matters. Sameendra has experience in criminal law proceedings in respect of infringements of intellectual property. Her responsibilities at John Wilson Partners include the drafting of written submissions against refusals to accept trademarks for registration in the first instance by the Director-General of Intellectual Property as well as drafting submissions and arguing matters in trademark opposition proceedings.

Saurabh Prakash

Saurabh is a fourth-generation lawyer who specializes in labour and service (employment) laws, but his practice encompasses a wide array of litigation, arbitration, and advisory matters (including software development, maintenance, escrow, services contracts). In his career of over 3 decades, he has done considerable trial court work but now focuses on appellate side work and appears mainly before the Supreme Court and High Courts as well several Tribunals. He was appointed by the Delhi High Court as amicus to assist in advising the government in the development of procedures for the implementation of judgments of Labour and Industrial courts. His understanding of engineering helps him in understanding and communicating complex technical matters. Thus, he has been engaged both as a lawyer, and as an arbitrator, in complex disputes involving engineering contracts. He has a B. Tech. in Chemical Engineering from I.I.T. Kanpur (which is one of the premier engineering institutes of India). He then worked for 2 years as a software engineer with Tata Burroughs Ltd. (which later merged with Tata Consultancy Services) and during that period he was sent on projects to the World Bank in Washington D.C. (1982-83) and to Yale Corporation, NJ (1984). Thereafter he completed his LL.B. from Delhi University (1984-87) and then joined the bar.

Selma Masood

Selma is the Principal of SM & Co Solicitors. She was born and raised in Hong Kong and comes from a mixed background, with her mum from Hong Kong and her late father, from Iran. Selma qualified as a Solicitor in Hong Kong in 2006 and in early May 2016, she set up SM & Co Solicitors, which is in association with international Italian law firm Gianni & Origoni, which has a dedicated Hong Kong branch. Prior to setting up her own law firm, she worked for various international law firms in Hong Kong, as well as being a Partner in a local firm. She is experienced in advising and handling contentious commercial disputes as well as commercial transactions, with her main practice areas being Litigation; Company & Commercial Law; Cross Border Disputes;

Mergers & Acquisitions, Mediation and Arbitration. She graduated from the University of Manchester with a Bachelor of Music Degree and Bachelor of Law degree, as well as the University of Hong Kong for the Post Graduate Certificate of Laws. She has also attained the Associate Trinity College London and Licentiate Trinity College London for piano performance and teaching. She is a Solicitor on the General Panel of Mediators in Hong Kong (HKIAC) and a Solicitor on the Legal Aid Panel. Selma also had a stint in the Hong Kong Judiciary, sitting as a Deputy Magistrate at Eastern Magistracy for two months between January and March 201 and currently sits on the International Commercial Disputes Tribunal. She was a candidate for the Law Society Council Elections in Hong Kong in 2021. Her language skills include French, Cantonese, Mandarin, Basic (German, Italian, Urdu, Farsi and Arabic). Selma's motto of success is 'I never dreamed about success. I worked for it'.

Selva Balan Sinnan

Selva graduated with LLB (Hons) from London University of London in 1992 and obtained Certificate in Legal Practice (CLP) in 1996. He has been a member of the Malaysian Bar and the Kuala Lumpur Bar Committee since 1997 a member of the Malaysian Bar and the Kuala Lumpur Bar Committee since 1997. He lectured students (A- Level and LLB Program) on Constitutional Law, Law of Contract, Law of Tort and Evidence and also Civil Procedure lectures and tutorials for the students pursuing the Certificate in Legal Practice (CLP). Selva is a litigation partner at Azman Joseph & Associates. He manages a portfolio of corporate and individual clients, deals with all aspects of litigation matters, reviews and drafts contracts, conducts general civil and criminal litigations up to appellate stage (Court of Appeal and Federal Court) and deals with matters relating to Industrial Relations at the Industrial Court.

Saqeb Mahbub

Saqeb is a Partner at Mahbub & Company, a leading full-service law firm in Bangladesh. His expertise ranges across mergers and acquisitions, employment law, corporate insolvency and commercial dispute resolution. Saqeb has advised a number of multinational clients on their investments in Bangladesh and regularly advises some of the biggest conglomerates and financial institutions in Bangladesh. His multinational clients include a US beverage manufacturer and a Japanese electronics manufacturer. He was called to the Bar of England and Wales before enrolling as an Advocate in Bangladesh. Besides practice, Saqeb is Co-Editor of a non-profit legal content platform called Think Legal Bangladesh.

Shanaka Gunasekara

Shanaka Gunasekara (LL. B, University of Colombo; Attorney-at-Law, Supreme Court of Sri Lanka) is a Partner of FJ&G de Saram, which is a top-tier, full service, corporate and commercial law firm, and is also the oldest law firm in Sri Lanka that just celebrated 180 years of service. Shanaka is uniquely positioned with practice areas that straddle both litigation and advisory work, counting over 13 years' experience in all. His areas of specialisation include data protection and privacy, telecommunication, information technology, white collar crimes and employment advisory. Some of the recent transactions that Shanaka has been involved in, include advising (a) a global social media service provider on constructing and operating fibre backhaul infrastructure facilities in Sri Lanka in collaboration with existing telecom operators; (b) a global web service provider in establishing a point of presence in Sri Lanka; (c) a multinational company that provides information technology and telecommunication services to the air transport industry on provision of air to ground communication services in Sri Lanka; and (d) a global FMCG producer in restructuring its entire business process to be in line with the proposed data protection law of Sri Lanka.

Sherlin Tung

Sherlin Tung is a partner in the international arbitration and litigation team at Withers. She is a specialist in international arbitration and has experience under the leading arbitral rules. Sherlin has advised clients in Asia, the Americas, and Europe on all aspects of cross-border disputes from pre-dispute negotiations, during arbitration and litigation proceedings, and post arbitration and litigation proceedings including the enforcement of awards or judgments. She has the rare experience of all aspects of an international arbitration: from acting as Tribunal Secretary, working at the world's leading arbitral institution, in-house counsel for a publicly listed international conglomerate, to private practice. Sherlin has also spoken extensively and lectured on international arbitration in conferences and seminars worldwide. Sherlin is qualified to practice law in California and New York (U.S.A.) and is a Registered Foreign Lawyer in Hong Kong. Sherlin is also the President of the Moot Alumni Association and a Director on the Board of Directors for both the Vis East Moot Foundation and the Willem C. Vis Moot Verein.

Suganthi Singam

Suganthi graduated from the University of Manchester with a LL.B (Hons), a LL.M from the University of Malaya and also a Certificate of Legal Practice. She was first admitted to the Malaysian Bar in 1996 as an Advocate & Solicitor. Suganthi Singam has been a Partner of Shearn Delamore since 2005. Her areas of practice include Immigration (where she is the Head), and Employment and Administrative Law. Her area of expertise encompasses a diverse range of employment related legal issues and workplace strategic areas, addressing both contentious and non-contentious matters. In particular for newly incorporated companies and foreign investments in Malaysia she advises on the drafting of employment agreements, policies and handbooks. She also trains employers to manage misconduct issues, poor performance in employees, advises on issues relating to employee stock option schemes, share awards, prepares panel members for domestic inquiries and trains personnel on how to conduct domestic inquiries.

Suren De Silva

Mr. De Silva has an LLB(Hons) Wales and LLM [London] [UCL] and of Gray's Inn a Barrister. Mr De Silva as an Attorney at Law enrolled by the Supreme Court of Sri Lanka, has been in active legal practice for over 24 years in both original courts and appellate courts specializing in corporate, commercial, admiralty, Intellectual property and Customs Law. He also serves as a consultant Counsel for D.L. & F De Saram, Attorneys at Law. He represents a number of local as well foreign multinational companies in litigation and also in drafting complex commercial agreements including infrastructure related project finance transactions. Mr. De Silva is also a director of the Colombo Stock Exchange, the only licenced Stock Exchange operating in Sri Lanka. Mr. De Silva is fluent in English and Sinhalese language.

Suebsiri Taweepon

Suebsiri Taweepon is a partner in Tilleke & Gibbins' intellectual property (IP) department and co-head of the firm's technology industry group. He has been recognized as a top lawyer in the area of IP by publications such as The Legal 500 Asia-Pacific, WTR 1000, IAM Patent 1000, Benchmark Litigation, Asialaw Leading Lawyers, World IP Review, and Asia IP. He has extensive experience in both contentious and non-contentious IP matters, with a particular focus on tech-related matters, including intellectual property litigation, enforcement, licensing, managing portfolios, and registration of IP rights. Suebsiri is also regularly involved in government consultations and has a great deal of experience in anticounterfeiting matters and strategic investigation plans. Suebsiri is co-chair of the Emerging IP Rights Committee of the Asian Patent Attorneys Association (APAA), and was appointed to be an advisor to the Committee on Considering the Draft Amendment to the Copyright Act at the Parliament of Thailand. He is also an adjunct lecturer on IP law at one of Thailand's most prestigious universities and several others, a prolific author of legal publications, and a regular speaker at domestic and international conferences.

Sjoerd Yntema

Sjoerd is a graduate from the Faculty of Law of Leiden University in the masters in Civil and Business Law. He also studied French law at the Université de Poitiers in France for a semester. During his studies, he did several internships in the legal profession and worked at a niche corporate law firm in Amsterdam. After his studies, he worked for some time as a lecturer at the corporate law department of Leiden University. Sjoerd has joined AMS lawyers in September 2019, where he focuses primarily on corporate law. Sjoerd is pragmatic, critical and has a problem-solving mindset.

Stephanie Wong

Stephanie was admitted to the University of Hong Kong through the Early Admission Scheme, where she graduated with First Class and Dean's List Honours for both her B.B.A.(Law) and LL.B. degrees. She was also a Visiting Student at the Faculty of Law, University of Oxford, where she completed the one-year undergraduate programme with First Class results. Following her undergraduate studies, she went on to obtain an LL.M. at the University of Cambridge, and graduated with a First in Intellectual

Property law. Stephanie accepts instructions for both advocacy and advisory work and has been instructed on matters covering a wide range of areas of law. Her practice covers general Civil, Commercial, Intellectual Property, Competition, Chancery, Public Law and Arbitration. Stephanie is a Lecturer (Non-Clinical) at the Department of Law of the University of Hong Kong. She is also currently serving as a Member to two Practice Area Committees of the Hong Kong Bar Association, namely the Committee on Intellectual Property Law and the Committee on Competition Law. She is the author of the Butterworths Hong Kong Trade Marks Law Handbook (3rd Ed.) and a Contributing Editor to Hong Kong Company Law Cases (2008 - 2019) - published in 2020 by DVC in collaboration with Kluwer.

Stephen HUNG Wan-shun

Mr. Stephen Hung was a member of Council of the Law Society of Hong Kong ("the Law Society") from 2003 to 2019. Mr. Hung was elected as President of the Law Society from August 2014 to May 2016. He is currently the Chairman of the Law Society's Legal Education Committee and Criminal Law and Procedure Committee. In his own capacity, Mr. Hung serves as a member on the Communications Authority, the Law Reform Commission, the Professional Services Advancement Support Scheme Vetting Committee and Financial Reporting Council. Mr. Hung is the Chairman of the Duty Lawyer Service Council. Mr. Hung is an Adjunct Professor of Law of the Hong Kong Shue Yan University and the Law School of Beijing Normal University. He is also a Visiting Professor of the Faculty of International Law of China University of Political Science and Law in Beijing, China and a part-time tutor in the Faculty of Law of University of Hong Kong.

Sophary Noy

Ms Sophary Noy is an attorney at-law called to the Bar Association of the Kingdom of Cambodia, and a certified expert in investigating SGBV as international crimes in the UN Women-JRR roster. She has more than ten years of experience in public interest litigation and international criminal tribunal. She was a case management and evidence analysis expert deployed to design case management strategy for the JEP (a nationalized international criminal mechanism created to address mass atrocities crimes in Colombia). She currently serves as Office Manager and attorney at-law at the Asia Cambodia Law Group (ACLG) and a Deputy Secretary of the Intellectual Property Association of Cambodia (IPAC). Her area of practice is family matters, development projects, commercial contracts, alternative disputes resolution, research and training. She graduated with an LLB from the Royal University of Law and Economic (RULE), B.ED from Institute of Foreign Languages of the Royal University of Phnom Penh (RUPP), and an MA in Peace and Reconciliation from Coventry University, UK.

Tan Swee Im

Tan Swee Im is a Chartered Arbitrator and an international arbitrator member at 39 Essex Chambers, based in their Kuala Lumpur office. Her focus is on the construction, infrastructure and energy sectors with extensive experience ranging from the early procurement strategy stage, to contract drafting, advisory during the project life, through to dispute resolution. She has spent more than 30 years in these sectors in counsel and advisory roles, including having been seconded to the KL International Airport and Malaysia-Singapore Second Crossing projects, been an in-house counsel and founded a boutique legal firm in 1999. She is a fulltime Arbitrator and Adjudicator and Accredited Mediator. She is a panel arbitrator of various panels including the AIAC, SIAC, HKIAC, an Advocate & Solicitor of the High Court of Malaya, Barrister-at-Law (Middle Temple), FCI Arb, FMI Arb, FAIADR, FCIOB, FMSAdj, FDBF and holds a Diploma in International Commercial Arbitration. She is appointed as a member of the Asian International Arbitration Centre Advisory Council.

Tai Foong Lam

Tai Foong Lam graduated from the Queen Mary and Westfield College of the University of London with an LLB (Hons) degree in 1992. He was called to the Bar at Lincoln's Inn in 1993 and called to the Malaysian Bar in 1995. Foong Lam's main area of practice is intellectual property and is a recognized IP practitioner specialising in information technology (IT) and telecommunications. His clients in the field of telecommunications include many of the telecommunications companies in Malaysia. Since 2011 Legal 500 Asia Pacific recognised Foong Lam as one of the leading individuals in IT and Telecoms practice. Since 2013 Chambers Asia Pacific has ranked Foong Lam as one of Malaysian intellectual property litigator with special focus on information technology (IT) and telecommunications. Foong Lam has a wide-ranging experience in negotiating and drafting commercial agreements relating to intellectual property, telecommunications networks and services, information technology, outsourcing, e-commerce, e-banking, telecommunications, contract manufacturing, technology transfer, research and development, merchandising, franchising, licensing, provision of services, contract manufacture and distribution rights. Foong Lam also works with corporate lawyers on corporate transactions involving intellectual property rights. In addition, Foong Lam has an active practice in IP litigation and enforcement of IP rights. He has been involved in several IP litigation cases which have been reported in Malaysian law journals. Foong Lam has been very active within the IP fraternity in Malaysia. At the international level, Foong Lam has been a member of the Bar Council IP Committee for many years, and is also the past president of the Malaysian chapter of the International Association for Protection of Intellectual Property (AIPPI), the world's leading non-governmental organization for research and formulation of policies and laws relating to the protection of intellectual property.

Upali Jayatilaka

Upali is presently a Consultant Solicitor (Crime) Noble Solicitors (London)UK. Specialized in Crime Consultant Solicitor; SBG Solicitors (London)UK Crime, Immigration, Childcare-Family, Immigration. Semi-retired Attorney at Law and Notary Public Sri Lanka. Higher Court Advocate (Crime) (UK)LLB.LLM(Lon) Mediator (Civil and Commercial). Presently Reading for a PhD at Faculty of Graduate Studies Colombo Sri Lanka (2015-2021) "The Rule of Law as an instrument to rebuild institutions of Governance in a post conflict society- Case study of Sri Lanka". Upali practiced, as a provincial practitioner from 1980-1982, in the Uva Province, then worked in the Attorney General's Department Sri Lanka from 1982-1984 as a State Counsel. From 1985-2013 worked in the UK as a Solicitor. From 2014 to 2015 engaged in Part time lecturing at Law College Professional Ethics) and University of Moratuwa, Commercial Law for MBA students. In 2021 Data Science and Ethics and Financial Regulations. Upali's interests include sharing experience and educating public and stakeholders who are involved in the Administration of Justice on procedural issues and essential elements of the Rule of Law, Ethics and good Governance with a focus on eastern values. He is involved in a public library project where citizens in the provinces are promoted and given access to the Legal texts in all three languages with a view of promoting access to Justice.

West Nareth Hib

West Nareth Hib is an attorney registered with the Bar Association of the Kingdom of Cambodia. He is well verse in the Laws on Commercial Arbitration, Arbitration Rules established by the National Commercial Arbitration of the Kingdom of Cambodia and Commercial Laws. West Hib holds a Master of Technology Management from USA, a Master of Law in Private Law from the Royal University of Law and Economics (Cambodia), and Master of Law in Executive Business in International Private Law from the University of Free Belgium. He is working on a PhD Dissertation with the Royal Academy of Cambodia of the Kingdom of Cambodia pursuing Doctor of Philosophy in Private Law.

The Rt. Hon Justice Dato' Wan Ahmad Farid bin Wan Salleh

Justice Wan Ahmad Farid has the distinction of the only Malaysian so far, to have been a member of the three branches of the government. He was a member of the Dewan Negara (2005) and a Deputy Minister (2008) before he joined the Bench in 2015. He is now a judge of the High Court of Malaya at Shah Alam. Justice Wan Farid was admitted to the Malaysian Bar on 6.9.1987. Prior to his elevation to the Bench, Justice Wan Farid was practising in Terengganu and Kuala Lumpur. Justice Wan Farid has participated in judging a number of moot and debate competitions including the Lawasia Moot Competition, the Phillip C. Jessup International Moot Court Competition and the Lincoln's Inn Alumni Association of Malaysia-Selangor Bar e-Moot Competition.

Ningning Zhao

Ningning Zhao is a Partner of V & T Law Firm Shanghai Office, PRC. She graduated from China University of Political Science and Law, with LLM majored in International Law. She is committed to foreign-related legal service for her clients from all over the world with over 14-year experience in Private International Law. Her social positions include: Fellow of IAFL(International Academy of Family Lawyers); Fellow of LAWASIA; Member of American Bar Association (ABA); Fellow of China Law Society; Director of China International Private Law Society; Instructor of Communication University of China (CUC); Law Expert Team for Shenyang University of Technology; Member of Shanghai Bar Association (SBA); Member of Civil Practice Research Committee of SBA; Specially invited Author of Law and Life sponsored by China Law Press and a volunteer lawyer of Shanghai Bar Association.

Greg Laughton

Greg Laughton is a Senior Counsel at 13 Wentworth Selborne Chambers in Sydney and Gatehouse Chambers, London. With over 30 years at the Bar, Greg has considerable experience acting for, and advising, clients globally, in complex commercial, building and construction, professional negligence and insurance-related disputes. Greg has a strong interest in alternative dispute resolution, and in particular, international commercial arbitration. With chambers in Sydney and London and possessing specialised knowledge and expertise in commercial, maritime and building and construction disputes, Greg has appeared in local and overseas jurisdictions, including Sydney, Hong Kong, London, Dubai and Frankfurt, within commercial arbitrations and mediations as counsel, arbitrator and mediator. He is a member of the Chartered Institute of Arbitrators, a graded arbitrator with the Institute of Arbitrators & Mediators, Australia, a BarADR approved arbitrator and mediator by the NSW Bar Association and a Fellow of the Australian Centre for International Commercial Arbitration (ACICA). He is an accredited mediator under the Australian National Mediator Accreditation Standards and a court-appointed mediator by the Supreme and District Courts of New South Wales. Greg is also Chair of the Board of the New South Wales International Committee.

The Hon. Geoffrey Ma GBM

Geoffrey Ma is the former Chief Justice in Hong Kong, having retired in January 2021. He joined the Hong Kong Judiciary in 2001 as a judge of the Court of First Instance of the High Court, becoming a Justice of Appeal in the Court of Appeal in 2002 and was appointed as the Chief Judge of the High Court in 2003 until his appointment in 2010 as Chief Justice. Prior to the Judiciary, he was in private practice as a barrister in Temple Chambers in Hong Kong (Queen's Counsel 1993, Senior Counsel 1997). He also practiced in Singapore as an advocate in David Chong & Co. Subsequent to his retirement from the Hong Kong Judiciary, he now practices as an arbitrator and mediator in Hong Kong (Temple Chambers), Singapore (David Chong Law Corporation) and London (Brick Court Chambers). He is on the SIAC Panel of Arbitrators, HKIAC

Panel of Arbitrators and the HKIAC Panel of Mediators. He is also the Editor-in-Chief of Arbitration in Hong Kong: A Practical Guide (1st to 4th editions), working on the 5th edition. He is an Honorary Bencher of Gray's Inn and the Middle Temple.

Mark Whalan

Mark is a High Court Costs Judge sitting at the Royal Courts of Justice in London. He was called to the Bar in 1988 and worked in practice from London chambers for 27 years. He was a civil litigator specialising in personal injury, industrial disease and professional negligence. In 2007 he was appointed as a part-time judge hearing asylum, immigration and human rights appeals. He was appointed a full-time judge in 2015. Costs Judges work in the Senior Courts Costs Office ('SCCO'), one of the four specialist jurisdictions of the High Court of England and Wales. He works (as one of seven judges allocated to the SCCO) to determine legal costs and disbursements for cases in the Supreme Court, the Court of Appeal and the High Court, as well as deciding complex points of principle arising in the lower County Courts.

Phan Chhiengleng

Chhiengleng is a practicing lawyer and an active member of the Bar Association of the Kingdom of Cambodia (BAKC). He provides legal advice on commercial, banking, family and property law and assists many clients from EU, USA, Japan, Singapore, Vietnam, and other countries in term of business and investment aspects. Before joining The FLAG, he used to work at a leading international law firm in Cambodia, in charge of legal research, translation, reviewing contract and agreement, meeting client, and other related tasks. He also used to work at the Ministry of Land Management Urban, Planning and Construction for almost 2 years. He also has been teaching and working as a legal lecturer of Business Law and Property Law at universities since 2016. He obtained his Executive Master's Degree of International Business Law, from the Free University of Brussels, ULB (Belgium) and the Royal University of Law and Economics, RULE (Cambodia), and obtained his Bachelor's Degree of Law from the Royal University of Law and Economics (RULE), Cambodia.

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And the generous support of our sponsors and the Moot Judges for sharing with us and the participants their knowledge, experience and most of all their time.

Thank you.

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CONTACT

LAWASIA International Moot

c/o Unit 12-01, Tower 8, Avenue 5
The Horizon Phase 2, Bangsar South,
No. 8, Jalan Kerinchi
59200 Kuala Lumpur

T: +6016 286 0321

F: +603 9212 9289

If you have queries, please contact us at lawasiamoots@gmail.com



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