VIAC – Questionnaire for Arbitrators

1. Name: Gustav Flecke-Giammarco

2. Citizenship: German

3. Contact information:

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4. Current position: Partner, Seven Summits Arbitration

5. Education: 2006 First State Examination (Universities of Passau, Pavia and Munich)

2009 Second State Examination (Munich Higher Regional Court)

2009 – 2011 Deputy Counsel (ICC International Court of Arbitration, Paris)

2011 – 2015 Counsel (ICC International Court of Arbitration, Paris) 2015 – 2017 Senior Associate (Heuking Kühn Lüer Wojtek, Düsseldorf)

2017 Partner (Seven Summits Arbitration, Munich)

6. Practiced experience in arbitration

- How many arbitrations have you participated in (domestic/international); under which Rules?
 >40 mostly international arbitrations under ICC, DIS, VIAC, SCC, SCAI, FAI and UNCITRAL Rules
- How often have you acted as Chairman? 1
- How often have you acted as Sole Arbitrator? 7
- How often have you acted as Co-Arbitrator? 10
- How often have you acted as Counsel? >20
- How often have you acted in a different function (e.g. Administrative Secretary)? 1 as Administrative Secretary, 1 as Emergency Arbitrator and >850 as Counsel at the ICC Secretariat

7. Publications and other activities in arbitration (e.g. training sessions, seminars, conferences, articles and others):

Die Auswirkung der Wahl des Schiedsorts auf den Fortgang des Schiedsverfahrens in der Insolvenz, NZI – Neue Zeitschrift für das Recht der Insolvenz und Sanierung, Verlag C.H. Beck, 13/2012, pp. 529 – 534 (with Christoph Keller).

The Allocation of Costs by Arbitral Tribunals in International Commercial Arbitration, Goldman/Stirnimann/Romanetti (eds.), WTO Litigation, Investment Arbitration and Commercial Arbitration, Kluwer Law International, 2013, pp. 389 – 420.

Chronique de jurisprudence étrangère – Allemagne, Revue de l'Arbitrage, 2/2014, pp. 475 – 499 (with Thomas Granier).

The ICC Scrutiny Process and Enhanced Enforceability of Arbitral Awards, Journal of Arbitration Studies, Korean Association of Arbitration Studies, 2014, Vol. 24, No. 3, pp. 47 – 77.

ICC Arbitration in Germany, Böckstiegel/Kröll/Nacimiento (eds.), Arbitration in Germany, Kluwer Law International, 2014, pp. 843 – 880 (with Detlev Kühner).

CISG and Arbitration Agreements: A Janus-Faced Practice and How to Cope with It, Journal of Arbitration Studies, Korean Association of Arbitration Studies, 2015, Vol. 25, No. 3, pp. 33 – 58 (with Alexander Grimm).

Advance Waivers: an intriguing concept ... but: do they impact ongoing disclosure obligations or insulate arbitrators against subsequent challenges?, DisputeResolution — Das Online Magazin (www.disputeresolution-magazine.de), 3/2015, pp. 11 – 14.

Dispute Boards Revival: Championing the Use of Dispute Adjudication Boards as a Project Management Tool That Helps to Avoid Disputes, Klausegger et. al. (eds.), Austrian Yearbook on International Arbitration, 2016, pp. 201 – 213 (with Ulrike Gantenberg).

Chapter 13: Germany, Alexander/Svatos/Walsh (eds.), EU Mediation Law Handbook, Kluwer Law International, 2017, pp. 349 – 382 (with Kristina Osswald).

The New DIS Rules – Bucking the Trend to Succeed in a Changing Market?, Müller/Besson/Rigozzi (eds.), New Developments in International Commercial Arbitration 2018, Stämpfli Editions, 2018, pp. 105 – 139 (with Max Blüher).

Keeping up with the times: arbitrating small and mid-sized claims under the 2018 DIS Rules, Expert Guides Commercial Arbitration, 2019, pp. 21 - 22 (with Gebhard Bücheler).

Live and Learn: Emergency Arbitration in post-M&A Disputes, Young Arbitration Review, ed. 36, 2020, pp. 8 – 13 (with Martina Magnarelli).

The DIS Arbitration Rules – An Article-by-Article Commentary, Kluwer Law International, 2020, pp. 1040 (with Christopher Boog, Siegfried Elsing, Peter Heckel and Anke Meier).

Arbitrating in Uncertain Times – Institutional Responses to COVID-19, SchiedsVZ 2020, pp. 133 – 138 (with Lena Zahner and Gebhard Bücheler).

8. Membership in arbitral institutions / functions in arbitral institutions/organizations:

Mediator for Business Disputes (Wirtschaftsmediator (MuCDR))

Member of the ICC Commission on Arbitration and ADR

Member of the Drafting Committee for the Revision of the DIS Arbitration Rules

Member of the Editorial Board of the Journal of International Arbitration

Guest Lecturer at the Swiss Arbitration Academy, Swiss International Law School, Düsseldorf International Arbitration School, University of Bonn and University of Roma Tre

9. Languages

Mother tongue: German

Working languages (i.e. languages in which you have both a spoken and written command so that you may conduct arbitral proceedings in this language): English, Italian, French

| 10. In which legal systems have | e yc | ou trained? | | | | |
|--|------|-------------------------|-----|--------------------------|------|------------------------|
| × Civil Law | | Common Law | | | | |
| ☐ Austrian Law | | Hungarian Law | | Swiss Law | | |
| ☐ Czech Law | | Polish Law | | Ukrainian Law | | |
| × German Law | | Slovakian Law 🗖 | × | European Law | | |
| Other × <u>Italian Law</u> | | | | | | |
| 11. What is your main jurisdiction of practice? | | | | | | |
| Germany | | от решене | | | | |
| · | | | | | | |
| 12. In which jurisdictions are you admitted to the bar? | | | | | | |
| Germany | | | | | | |
| 13. Special expertise or specializations (please list a maximum of five): | | | | | | |
| ☐ Antitrust/Unfair competition | | Damages | | Insolvency | | Power plants |
| ☐ Aviation | × [| Distribution | | Insurance | | Private Intern. Law |
| ☐ Banking & Finance | | Domain name disputes | | Intellect. property (IP) | | Public Intern. Law |
| ☐ Capital markets | | Employment | | ISDS/ Foreign invest. | | Real estate |
| □ CISG | ×E | Energy | | Joint ventures | | Shipping |
| ☐ Civil fraud disputes | | Engineering | | Licensing | | Sports |
| × Commercial disp. / transactions | | Entertainment | | Life sciences | | State/Public contracts |
| ☐ Commodity market | | Healthcare & Pharmac. | | Maritime arbitration | | Technology |
| × Company/Corporate/M&A | | Hotel/Gastro./Tour. | | Media | | Telecommunication |
| × Construction | | Inform. technology (IT) | | Mining | | Transport |
| ☐ Contract law | | Infrastructure | | Natural resources | | |
| □ Other | | | | | | |
| 14. Date of birth: 5 January 19 | 980 | | | | | |
| NAC offers substruction and stition | | | | | l | |
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| presentations do not constitute recommendations but may assist the parties in choosing an arbitrator willing to conduct proceedings according to the Vienna Rules. The fact that an arbitration practitioner | | | | | | |
| appears on this list, does not aut | | _ | | | | ion practitioner |
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| I have completed this quest accurate. | ion | naire to the above to t | ne | best of my knowledge | an | d believe they are |
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| be that my data will no longer be http://www.viac.eu. | e pr | ocessed by VIAC. For t | urt | ner information, see o | ur p | privacy statement at |
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