Deakin International Commercial Arbitration Moot 2026

Moot Scenario

Notes:

1. This is a hypothetical scenario. All persons and places, except Australia and the Australian Centre for International Commercial Arbitration, are fictitious. No further facts should be presumed or inferred from the real world except as specifically mentioned, e.g., where the law of certain fictitious countries might be identical to the law of certain real jurisdictions.
2. Assume that the omitted exhibits, including witness statements, are generally consistent with the facts disclosed in the Problem.
3. Assume that all descriptions of facts are accurate and supported by evidence unless there are clear omissions or inconsistencies in the materials provided by the parties.

IN THE MATTER OF AN ARBITRATION UNDER THE RULES OF THE AUSTRALIAN CENTRE FOR INTERNATIONAL COMMERCIAL ARBITRATION

BETWEEN

Zenith Dynamics Corporation

Claimant

- and -

Auron Minerals Ltd.

Respondent

NOTICE OF ARBITRATION

12 February 2026

Dr Elias Vane
Hawthorne & Vale International LLP
On Behalf of the Claimant

Telephone: +881 44 310 4422
Email: disputes@hawthornevale.zp

I. INTRODUCTION

1. This Notice of Arbitration dated 12 February 2026 (***the Notice***) is submitted on behalf of Zenith Dynamics Corporation (***the Claimant***) pursuant to Article 6 of the Australian Centre for International Commercial Arbitration Rules 2021 (***the ACICA Rules***) and Clause 10 of the Collaboration Agreement dated 10 December 2024 between the Claimant and Auron Minerals Ltd., (***the Respondent***) (referred to herein as ***the Agreement***).

2. The Agreement governs the collaboration between the Claimant and the Respondent regarding the purchase and instalment of the EcoFlux Nexus Systems supplied by the Claimant. The EcoFlux Nexus System is an integrated industrial environmental management platform combining AI-assisted emissions filtration, wastewater treatment, real-time monitoring, and automated ESG reporting to improve environmental performance and operational efficiency in mineral processing facilities.

3. The Claimant requests that the dispute described in this Notice be referred to arbitration pursuant to the ACICA Rules.

II. PROCEDURAL MATTERS

A. The Parties

4. The Claimant in this arbitration is Zenith Dynamics Corporation, a multinational industrial technology company incorporated in Zyphoria. Its registered address is:

   88 Heliox Tower, Meridian Technology District, Velisar 22041, Zyphoria
   Telephone: +881 44 220 7810
   Email: legal@zenithdynamics.zp

   The Claimant is represented by:

   Dr Elias Vane
   Hawthorne & Vale International LLP
   14 Kingsway Plaza, Financial Quarter, Velisar 22005, Zyphoria
   Telephone: +881 44 310 4422
   Email: disputes@hawthornevale.zp

   The Claimant confirms that the representative named above is duly authorised to act on the Claimant's behalf in this arbitration.

5. The Respondent in this arbitration is Auron Minerals Ltd., a corporation incorporated in Avernia. Its registered address is:

   17 Republic Avenue, Ministry Commercial Complex, Port Selene 10482, Avernia
   Telephone: +772 18 640 1190
   Email: corporatesecretariat@auronminerals.av

   The Respondent's representative(s) is/are currently unknown.

B. The arbitration agreement and governing law

6. The Claimant files this Notice on the basis of the Agreement and two purchase orders recorded in the Annexures to the Agreement, which will be demonstrated in Section III below. Relevant extracts of the Agreement, including the arbitration agreement at Clause 10.2, are annexed at **Exhibit C1.** The arbitration agreement applicable to this dispute is as follows:

10.2 Arbitration

*Any dispute, controversy, or claim arising out of this Agreement which cannot be resolved pursuant to Clause 10.1 shall be finally resolved by arbitration administered by the Australian Centre for International Commercial Arbitration (**ACICA**) in accordance with its arbitration rules in force at the time a notice of arbitration is submitted to ACICA.*

The seat of arbitration shall be Melbourne, Australia.

The language of arbitration shall be English.

The tribunal shall consist of three arbitrators.

The purchase orders in the Annexures of the Agreement, which record the parties' sale of the EcoFlux Nexus System units, also directly refer to this clause. This clause clearly and unequivocally provides for an intention to arbitrate the relevant disputes. On the basis of this arbitration agreement, the Claimant files this Notice with ACICA.

7. Pursuant to Clause 9 of the Agreement, the Agreement is governed by the law of Avernia. The Agreement clearly sets up its objective as a long-term collaboration between the parties to address the ongoing ESG concerns, which is much broader than a contract for the international sale of goods. Thus, the Claimant submits that Avernia's Civil Code, instead of the United Nations Convention on Contracts for the International Sale of Goods (**CISG**), applies to the application and interpretation of the Agreement.

The purchase orders in the Annexures recording the purchase of the EcoFlux Nexus System units for the two mineral processing facilities should be read as independent contracts, respectively. As the governing law for these contracts was not indicated in the contract itself, the Claimant submits that the CISG applies to the Annexures.

C. The seat and language of the arbitration

8. Pursuant to the arbitration agreement, which is reproduced above, the seat of the arbitration shall be Melbourne, Australia, and the language of the arbitration shall be English.

D. Nomination of arbitrator

9. The parties have agreed in the arbitration agreement that disputes shall be determined by a three-person arbitral tribunal. Pursuant to Articles 6.4(b) and 13.1 of the ACICA Rules, the Claimant nominates Mr Adrian Veyron as its party-nominated arbitrator. The contact details of Mr Adrian Veyron are as follows:

Veyron International Arbitration Chambers, 72 Meridian Avenue, Velisar 22007, Zyphoria
Telephone: +881 44 665 3091
Email: a.veyron@veyronarbitration.zp
Nationality: Zyphoria
Qualifications: Barrister and Solicitor, Fellow of Zyphorian Institute of Arbitrators (FZIA), arbitrator in more than 100 international commercial disputes.

E. Submission of this Notice

10. This Notice is submitted to ACICA in accordance with Article 6.1 of the ACICA Rules. The Notice is filed with payment of A$2,500, being the registration fee prescribed in Appendix A, Part 1 of the ACICA Rules and the 2021 Schedule of Fees.

11. In accordance with Articles 4 and 6.5 of the ACICA Rules, the Claimant confirms that on 12 February 2026 a copy of this Notice has been sent to the Respondent by email to the address stipulated at paragraph 4 above.

III. NATURE AND CIRCUMSTANCES OF THE DISPUTE

12. The Claimant specialises in advanced emissions-control technologies, AI-assisted industrial filtration systems, wastewater treatment solutions, environmental monitoring networks, and ESG-compliance infrastructure for the mining and resource-processing sectors. It is widely recognised as a global leader in ethical and sustainable industrial transformation, providing integrated technological solutions designed to reduce industrial emissions, improve water quality, optimise resource consumption, and support compliance with evolving environmental standards. The Claimant has actively sought opportunities in emerging markets as part of its strategy to promote sustainable industrial development globally.

13. The Respondent, Auron Minerals Ltd, operates several cobalt and rare-earth extraction and processing facilities in the remote Khesar Basin region of northern Avernia. The Respondent is one of the country's largest exporters and a major source of government revenue.

14. On 16 March 2024, representatives of the Claimant first met representatives of the Respondent during the Global Sustainable Industry and Resources Summit 2024, held in Lysander, Meridia. The Claimant was invited to participate as a keynote technology provider and delivered a presentation entitled "AI-Driven Environmental Infrastructure for Sustainable Mineral Processing". The presentation focused on Zenith's EcoFlux Nexus System and highlighted its capacity to reduce wastewater contamination, lower atmospheric emissions, improve operational efficiency, and assist operators in meeting evolving international ESG expectations.

15. Following the presentation, the Claimant's Vice President for Sustainable Infrastructure, Dr Victoria Renn, and Director of International Partnerships, Ms Samantha Corvin, were introduced to the Respondent's representatives, including its Chief Executive Officer, Ms Leila Daran, and Chief Sustainability Officer, Mr Amir Solan. Respondent's representatives explained that it was facing increasing commercial and political pressure to demonstrate compliance with recognised ESG standards and to improve the environmental performance of its mineral-processing facilities and expressed their genuine interest in modernising its operations with advanced technology provided by the Claimant.

16. The Claimant invited Ms Daran and Mr Solan to undertake a tour of the Novaris Advanced Minerals Processing Facility located at Innovation Industrial Park, Norhaven Province, Zyphoria. The tour eventually took place on 6 May 2024. This Facility operated a customised version of Zenith's EcoFlux Nexus System designed, installed, and maintained by the Claimant. During the tour, Zenith's engineers demonstrated the integrated operation of the EcoFlux Nexus System. The tour demonstrated highly efficient emission control and wastewater monitoring system and automated ESG reporting dashboards, with the assistance of real-time AI optimisation tools.

17. Following the tour, and a few rounds of negotiations on technical details, the Respondent decided to purchase from the Claimant its EcoFlux Nexus System units with AI-assisted emissions filtration and water-treatment monitoring and optimising functions. These units should form the EcoFlux Nexus System to be installed at various mineral processing facilities in Avernia. **[Exhibit C2: Samantha Corvin's Witness Statement]**

18. The Claimant and Respondent exchanged correspondence to finalise the details of the purchase. In particular, it was agreed that all disputes arising from the Agreement should be resolved by arbitration administered by the Australian Centre for International Commercial Arbitration. **[Exhibit C3: Email correspondence on dispute resolution]**

19. The Agreement between the Claimant and the Respondent was eventually signed on 10 December 2024. Following the finalisation of the Agreement on the same day, two purchase orders, including the technical and commercial details of the EcoFlux Nexus System units for Khesar Northern Processing Complex and Ravona Strategic Minerals Plant, were exchanged and signed by the Claimant and the Respondent. These two Purchase Orders were listed as the Annexures of the Agreement.

Performance

20. Following the signing of the Agreement, the goods subject to the two Purchase Orders were properly delivered and installed by the Claimant. Both systems commenced operation on 1 May 2025. Prior to that date, the Claimant also organised 3 comprehensive training sessions for the Respondent's staff working at both mineral processing sites. The 3 comprehensive face-to-face training sessions covered all aspects of the operation of the EcoFlux Nexus System, including how to read the data, take follow-up actions, troubleshooting, and generate reports or escalate the matter to senior members or internal and external technicians.

21. The initial report following installation of the EcoFlux Nexus System dated 25 May 2025 provided that all emission targets were met. The EcoFlux Nexus System reduced wastewater contamination significantly, and the emission metrics significantly improved. On 16 May 2025, the Respondent invited government officials and journalists to visit the mineral processing sites and publicly promoted its progress in making major sustainability achievements by adopting Zenith's EcoFlux Nexus System. Ms Leila Daran was interviewed by Avernia's leading news agency and praised this project as "a landmark green mining partnership in the history of Auron and the country". **[Exhibit C4: News Report dated 20 May 2025]**

22. However, a few months later, the Claimant started to receive reports from the Respondent that the EcoFlux Nexus Systems at the mineral processing sites were not functioning as well as expected. Incidents had been reported, both internally from the

Claimant's own data reporting system, and from technicians of the Khesar Northern Processing Complex and Ravona Strategic Minerals Plant.

23. In good faith, the Claimant provided additional technical support to the Respondent via remote access to the EcoFlux Nexus Systems. Further, the Claimant sent technicians to visit the mineral processing sites in September 2025 to determine the cause(s) of the problem and seek resolutions. Based on the on-site visits, as well as the analysis of the data extracted remotely, it was reported by the Claimant's on-site team that the main problem causing the alleged inaccuracies and unsatisfactory functioning of the EcoFlux Nexus System was the inherent infrastructure issues at the Respondent's facilities, such as unstable and low-quality internet connectivity, prolonged power supply interruptions, bandwidth limitations, to which the Claimant had no attribution or control. **[Exhibit C5: Technical Report]**

24. In addition, the on-site reports also revealed that errors and mistakes made by the Respondent's local staff contributed to the poor functioning of the EcoFlux Nexus System. The Claimant submits that the errors and mistakes were caused by the Respondent's either limited knowledge or lack of due diligence, or both. There were several major incidents caused by the Respondent's local staff ignoring warnings or their lack of continuous monitoring of the data. **[Exhibit C5: Technical Report]** This is despite the Claimant providing ample training and maintenance support to the Respondent following the execution of the Agreement.

25. On 25 October 2025, the Respondent declared that they had decided to postpone payment of the final instalment payment (being 30% of the full amount) until "*the system is fully functional*". [**Exhibit C6: Email correspondence on performance**]

26. Acknowledging that the Claimant had already fulfilled their obligations under each of the Purchase Orders, the Claimant initiated negotiations with the Respondent in the spirit of continuing long-term collaboration under the Agreement. The Claimant offered various options that might improve the performance of the EcoFlux Nexus System already installed at the Khesar Northern Processing Complex and the Ravona Strategic Minerals Plant. These options included:

- subscribing to Zenith's prime online and on-site optimisation services;
- subscribing to Zenith's seasonal or annual renewals; and
- upgrading to the new generation of EcoFlux Nexus Plus System units that have a stronger capacity to accommodate the unstable environment.

For those subscriptions and upgrades, the Claimant was willing to offer a 30% discount off the market price.

27. Regrettably, none of these options were accepted by the Respondent. After a few rounds of negotiations, the Respondent refused any further negotiation.

28. The Claimant was shocked to hear that the Respondent stated to the media that they would reassess and alter the EcoFlux Nexus System in use on 16 January 2026. Upon a follow-up call on 21 January 2026, Mr Solan confirmed that the Respondent decided to further postpone the payment and was considering the removal of the Claimant's remote access to the operating system at both mineral processing sites, denial of any access of the Claimant's staff to their site, and a permanent shutdown of the EcoFlux

Nexus System. It also declared that there would be no more purchases under the Agreement "*unless the existing problems were resolved*". [**Exhibit C2: Samantha Corvin's Witness Statement**]

29. The Claimant has duly performed its contractual duties under both Purchase Orders to supply and install the goods and train the Respondent's staff at the mineral processing sites. The Claimant has also acted in good faith and offered additional assistance for further resolution of the difficulties faced by the Respondent when the alleged problems arose.

30. While the Claimant does not bear the burden of proving the existence of the alleged malfunctioning of the EcoFlux Nexus System, as well as the causes, it has been noted that the Respondent's failure to provide a sufficient and sustainable environment and level of diligence in operating and maintenance are the direct causes of the alleged issues. This includes both the failure to maintain a suitable infrastructure and the lack of proper monitoring and maintenance service provided by local staff.

31. While the Claimant made every effort to initiate further negotiations, including offering additional and favourable deals for the technical updates and support services of the EcoFlux Nexus System, these positive moves were turned down by the Respondent.

32. To the contrary, the Respondent withheld payment of the final instalment due under the Agreement. The Respondent's declaration to postpone further purchases and collaborations under the Agreement should also be seen as an abrupt termination of the Agreement, which constitutes a serious breach.

IV. PRELIMINARY REQUESTS

33. Along with this Notice, the Claimant also files an application for emergency interim measures of protection in accordance with Schedule 1 of the ACICA Rules, which is in a separate document.

V. RELIEF SOUGHT

34. The Claimant respectfully asks the Arbitral Tribunal to:

    (a) DECLARE that the Respondent breached the Agreement and the Purchase Orders;

    (b) ORDER the Respondent to fulfil its obligation to pay the remaining amount owed to the Claimant under the Purchase Orders, being USD 4,101,000;

    (c) ORDER the payment of damages suffered by the Claimant, including the cost of additional assistance provided, as well as the costs in preparing for, and loss of expected profit from, other purchase orders to be made by the Respondent under the Agreement;

    (d) ORDER the Respondent to pay all the costs and expenses of the arbitration, including the administration charges of ACICA, the fees and expenses of the Arbitral Tribunal and the fees and expenses of the Claimant's counsel and experts (if any);

(e) ORDER the Respondent to pay interest on all amounts claimed herein, as subsequently amended or supplemented, at rates and dates to be specified, as well as post-award interest; and

(f) AWARD such other and further relief as the Arbitral Tribunal thinks fit.

Attachments:

Exhibit C1: The Agreement and Annexures
Exhibit C2: Samantha Corvin's Witness Statement (*omitted in this Problem*)
Exhibit C3: Email correspondence on dispute resolution
Exhibit C4: News Report dated 20 May 2025 (*omitted in this Problem*)
Exhibit C5: Technical Report (*omitted in this Problem*)
Exhibit C6: Email correspondence on performance (*omitted in this Problem*)

[INTENTIONALLY BLANK]

Exhibit C1

COLLABORATION AGREEMENT

This Collaboration Agreement ("Agreement") is entered into on 10th December 2024 by and between:

Zenith Dynamics Corporation
a corporation incorporated under the laws of Zyphoria with its registered office at 88 Heliox Tower, Meridian Technology District, Velisar 22041, Zyphoria ("Zenith");

and

Auron Minerals Ltd.
a corporation incorporated under the laws of Avernia with its registered office at 17 Republic Avenue, Ministry Commercial Complex, Port Selene 10482, Avernia ("Auron")

Zenith and Auron are together referred to as the "Parties" and individually as a "Party".

WHEREAS, the Parties recognise the increasing importance of sustainability, efficiency, technological innovation, and environmentally responsible conducts in a global context;

WHEREAS, the Parties acknowledge the principles reflected in internationally recognised sustainability and responsible business frameworks, including the United Nations Sustainable Development Goals (UN SDGs), the United Nations Global Compact (UNGC), and internationally developing standards;

WHEREAS, Auron seeks to modernise certain mineral-processing facilities located in Avernia in order to improve environmental performance, operational reliability, processing efficiency, resource optimisation, and access to international markets increasingly conditioned upon ESG compliance and sustainable sourcing requirements;

WHEREAS, Zenith develops advanced industrial sustainability technologies, including AI-assisted emissions filtration and wastewater treatment systems designed to support efficient industrial operations, adaptive environmental compliance, emissions reduction, and long-term sustainable mining activities;

WHEREAS, the Parties desire to establish a long-term collaborative relationship for the implementation, operation, optimisation, maintenance, and continuous improvement of sustainable and efficient mineral-processing infrastructure and related technological solutions;

NOW, THEREFORE, the Parties agree as follows:

Clause 1: Purposes

This Agreement intends to:

- establish the long-term collaboration for the deployment of sustainability-focused industrial systems at Auron's mineral-processing sites;
- improve sustainability and environmental outcomes;
- enhance operational effectiveness and resource efficiency;

- support Auron's compliance with any applicable environmental and industrial standards;
- facilitate responsible and commercially sustainable mineral production; and promote efficient and sustainable industrial practices.

Clause 2: Scope of Collaboration

2.1 Matters

The Parties shall collaborate on the following matters:

- design, sale, and installation of software and hardware of industrial filtration systems;
- application of emissions monitoring and wastewater treatment technologies;
- software-supported optimisation tools;
- the provision of operational support services;
- training and technical cooperation;
- and any necessary matters that assist with the achievements of the purposes indicated in Clause 1.

2.2 Sites

The Parties shall collaborate on the establishment of the EcoFlux Nexus System at the following sites:

- Khesar Northern Processing Complex;
- Ravona Strategic Minerals Plant;
- Talora Cobalt Recovery Facility;
- Darsun Rare Earth Processing Centre;
- Nemor Lithium Refining Works;
- Vantara Integrated Minerals Complex.

2.3 Further Steps

Details of the purchase, design, installation, training, technical support and other services under this collaboration should be negotiated and finalised in accordance with the achievement of purposes indicated in Clause 1 of this Agreement.

2.4 Acknowledgments

The Parties acknowledge that the technologies and services contemplated by this Agreement are intended to support the environmental, sustainability, operational, and regulatory compliance objectives of the relevant facilities. In selecting, designing, implementing, and operating such technologies and services, due regard shall be given to the technical specifications, recommendations, and guidance provided by Zenith in connection with the EcoFlux Nexus System. The Parties further acknowledge that the continued achievement of such objectives may require optimisation, updates, maintenance, modifications, replacement components, or additional services from time to time.

Clause 3: General Duties and Obligations

3.1 Good Faith

The parties shall cooperate in good faith.

3.2 Reasonable Efforts

The parties shall use commercially reasonable efforts to achieve the purposes of this Agreement indicated in Clause 1.

…

Clause 8: Limitation of Liability

Except in the case of wilful misconduct or fraud, neither Party shall be liable for any indirect, consequential, exemplary, or special loss arising out of this Agreement. Nothing in this Clause excludes any obligation expressly assumed by either Party under this Agreement.

Clause 9: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Avernia.

Clause 10: Dispute Resolution

10.1 Amicable Resolution

The Parties shall use reasonable efforts to resolve any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, performance, breach, or termination, through good faith negotiations for a period of thirty (30) days.

10.2 Arbitration

Any dispute, controversy, or claim arising out of this Agreement which cannot be resolved pursuant to Clause 10.1 shall be finally resolved by arbitration administered by the Australian Centre for International Commercial Arbitration (**ACICA**) in accordance with its arbitration rules in force at the time a notice of arbitration is submitted to ACICA.

The seat of arbitration shall be Melbourne, Australia.

The language of arbitration shall be English.

The tribunal shall consist of three arbitrators.

10.3 Interim Measures and Relief

Nothing in this Clause 10 shall prevent either Party from seeking conservatory, protective, regulatory, environmental, or interim relief before the competent courts of Avernia where such relief concerns operations, assets, environmental risks, public safety obligations, or compliance activities located within Avernia. The Parties agree that any interim measure or relief affecting Auron in relation to a dispute arising out of or in relation to this Agreement shall be addressed or scrutinised by such courts.

The Parties acknowledge that operational and environmental measures affecting sites located in Avernia may require supervision by local authorities and courts.

Clause 11: Miscellaneous

11.1 Entire Agreement

This Agreement, together with any documents expressly incorporated herein by reference, constitutes the entire understanding between the Parties concerning the subject matter of this Agreement and supersedes all prior negotiations, representations, understandings, and communications relating thereto.

The Parties acknowledge that technical specifications, operational protocols, implementation procedures, software documentation, and project-specific communications may supplement or give effect to this Agreement from time to time.

11.2 Amendments

No amendment or modification of this Agreement shall be effective unless made in writing and signed by authorised representatives of both Parties.

11.3 Notices

Any notice, request, demand, consent, approval, or other communication under this Agreement shall be in writing. Unless otherwise agreed by the Parties, notice relating to termination of this Agreement, the commencement of dispute resolution proceedings, or any other matter of material legal significance, shall be sent by registered post or recognised international courier to the receiving Party's registered address.

11.4 Interpretation

This Agreement shall be interpreted in a commercially reasonable manner having regard to its sustainability, environmental, operational efficiency, and technological objectives.

Executed by:	
For Zenith Dynamics Corporation *Eleanor Whitcombe* Eleanor Whitcombe Chief Executive Officer & Managing Director Date: 10 December 2024	For Auron Minerals Ltd. *Leila Daran* Leila Daran Chief Executive Officer Date: 10 December 2024

Annexure No. 1
Purchase Order Regarding the EcoFlux Nexus System at Khesar Northern Processing Complex

PURCHASE ORDER NO. KNPC-2025-017

This purchase order covers all equipment for the EcoFlux Nexus System (**the Project**) to be installed and operated at:

Khesar Northern Processing Complex, Industrial Corridor 4, Tazir Province, Khesar Basin, Avernia.

Date	10 December 2024	
Purchaser		
Auron Minerals Ltd.	17 Republic Avenue, Ministry Commercial Complex, Port Selene 10482 Avernia	
Supplier Zenith Dynamics Corporation	88 Heliox Tower, Meridian Technology District, Velisar 22041 Zyphoria	
Purchase Details		
Product	Quantity	Price per unit
EcoFlux Nexus Core Filtration Units	12 units	USD 425,000
EcoFlux Air Emissions Control Towers	6 units	USD 250,000
EcoFlux Monitoring and Data Nodes	40 units	USD 12,500
EcoFlux Nexus Control Platform	1 integrated platform	USD 300,000
Total Price		USD 7,400,000
Shipping details		
The Supplier shall deliver the Equipment in a single shipment in accordance with **Incoterms® 2020 CIF Port Selene International Commercial Port, Avernia.** The shipment shall depart from Port Helios, Velisar, Zyphoria on or about 10 February 2025 and is expected to arrive at Port Selene on or about 1 March 2025 subject to weather, customs clearance, port operations, and other reasonable logistical factors.		
Payment details		
Payment should be made by **telegraphic transfer (SWIFT)** to the following bank account:		
Beneficiary	Zenith Dynamics Corporation	
Bank	First Commercial Bank of Zyphoria Velisar, Zyphoria	
SWIFT	FCBZYPVX	

Account No.	001-784592-203	
Instalments	Amount	Due Date
First Instalment	USD 2,220,000	30 days following the execution of this Purchase Order
Second Instalment	USD 2,960,000	30 days following the delivery of the goods
Third Instalment	USD 2,220,000	180 days following the commencement of the operation of the EcoFlux Nexus System

Payments shall not by itself constitute a waiver of any rights or remedies the Purchaser is entitled to.

Acceptance Testing

Acceptance testing shall be performed following installation and commissioning procedures to be agreed by the Parties within 30 days of the installation.

Dispute Resolution

Disputes arising out of or in relation to this Purchase Order shall be resolved in accordance with Clause 10 of the Agreement between the Parties.

Additional notes

The technical specifications, operational requirements, performance standards, software requirements, implementation procedures, maintenance protocols, and sustainability objectives in relation to the Project may be described in separate documents, schedules, annexures, technical manuals, protocols, specifications, and subsequent amendments mutually agreed to by the Parties.

Executed by:

For Zenith Dynamics Corporation	For Auron Minerals Ltd.
Eleanor Whitcombe	Leila Daran
Chief Executive Officer & Managing Director	Chief Executive Officer
Date: 10 December 2024	Date: 10 December 2024

Annexure No. 2
Purchase Order Regarding the EcoFlux Nexus System at Ravona Strategic Minerals Plant

PURCHASE ORDER NO. KNPC-2025-018

This purchase order covers all equipment for the EcoFlux Nexus System (**the Project**) to be installed and operated at:

Ravona Strategic Minerals Plant
Ravona Industrial Zone, Sector B-7, Selkar Coastal Development Corridor, Ravona Bay District, Port Selene 11845 Avernia

Date	10 December 2024	
Purchaser		
Auron Minerals Ltd.	17 Republic Avenue, Ministry Commercial Complex, Port Selene 10482 Avernia	
Supplier Zenith Dynamics Corporation	88 Heliox Tower, Meridian Technology District, Velisar 22041 Zyphoria	
Purchase Details		
Product	Quantity	Price per unit
EcoFlux Nexus Core Filtration Units	10 units	USD 425,000
EcoFlux Air Emissions Control Towers	5 units	USD 250,000
EcoFlux Monitoring and Data Nodes	36 units	USD 12,500
EcoFlux Nexus Control Platform	1 integrated platform	USD 300,000
Total Price		USD 6,270,000
Shipping details		
The Supplier shall deliver the Equipment in a single shipment in accordance with **Incoterms® 2020 CIF Port Selene International Commercial Port, Avernia.** The shipment shall depart from Port Helios, Velisar, Zyphoria on or about 10 February 2025 and is expected to arrive at Port Selene on or about 1 March 2025 subject to weather, customs clearance, port operations, and other reasonable logistical factors.		
Payment details		
Payment should be made by **telegraphic transfer (SWIFT)** to the following bank account:		
Beneficiary	Zenith Dynamics Corporation	
Bank	First Commercial Bank of Zyphoria Velisar, Zyphoria	

SWIFT	FCBZYPVX	
Account No.	001-784592-203	
Instalments	Amount	Due Date
First Instalment	USD 1,881,000	30 days following the execution of this Purchase Order
Second Instalment	USD 2,508,000	30 days following the delivery of the goods
Third Instalment	USD 1,881,000	180 days following the commencement of the operation of the EcoFlux Nexus System
Payments shall not by itself constitute a waiver of any rights or remedies the Purchaser is entitled to.		
Acceptance Testing		
Acceptance testing shall be performed following installation and commissioning procedures to be agreed by the Parties within 30 days of the installation.		
Dispute Resolution		
Disputes arising out of or in relation to this Purchase Order shall be resolved in accordance with Clause 10 of the Agreement between the Parties.		
Additional notes		
The technical specifications, operational requirements, performance standards, software requirements, implementation procedures, maintenance protocols, and sustainability objectives in relation to the Project may be described in separate documents, schedules, annexures, technical manuals, protocols, specifications, and subsequent amendments mutually agreed to by the Parties.		

Executed by:	
For Zenith Dynamics Corporation *Eleanor Whitcombe* Chief Executive Officer & Managing Director Date: 10 December 2024	For Auron Minerals Ltd. *Leila Daran* Chief Executive Officer Date: 10 December 2024

Exhibit C3
Email correspondence on dispute resolution

Subject: Re: Dispute Resolution Clause – Collaboration Agreement
Time: 11:03am, 20 Oct 2024
From: a.solan@auronminerals.av
To: legal@zenithdynamics.zp; international@zenithdynamics.zp; corporatesecretariat@auronminerals.av

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Dear Ms Corvin

Thank you for your latest draft and the comments.

Among other matters, we have checked ACICA's website and agree with the proposed arbitral seat of Melbourne, Australia and administration of any arbitration by ACICA. This provides an appropriate and neutral mechanism for resolving any disputes that may arise from our long-term collaboration. We also note that the choice of international arbitration, which resolves disputes in one go and has no appeal mechanism, is consistent with our commitment to the efficiency and sustainability objectives underlying our collaboration. Subject to final review of the drafting, we are prepared to proceed on this basis.

That said, our legal team raises concerns regarding interim and conservatory measures in the context of international arbitration. While we have participated in domestic arbitration, we have not been involved in any arbitration proceedings in an international setting. We would like to bring to your attention that, under our domestic arbitration law, interim and conservatory measures are exclusively made by courts to support arbitration. Further, given the strategic importance of our mineral processing sites and the potential involvement of government stakeholders in Avernia, our preference is that any measures directed at operations within Avernia should, where appropriate, involve the Avernian courts. Please find our drafted Clause 10.3 in the attached draft to reflect this concern while preserving the overall effectiveness of the dispute resolution process.

Auron views the proposed deployment of the EcoFlux Nexus platform as an important step towards improving environmental performance, strengthening compliance outcomes, and supporting the long-term viability of our operations. We look forward to continuing our cooperation with Zenith in achieving these goals.

Kind regards,

Amir Solan
Chief Sustainability Officer
Auron Minerals Ltd.

Attachment: Collaboration Agreement Draft v2.3.docx [*Omitted in this Problem*]

Between
Zenith Dynamics Corporation, Claimant
and
Auron Minerals Ltd, Respondent

Application for Emergency Interim Measures of Protection

Introduction

1. This application for emergency interim measures of protection (**Application**) is submitted by Zenith Dynamics Corporation (**Zenith**) pursuant to Schedule 1 of the ACICA Arbitration Rules 2021 (**ACICA Rules**). All defined terms used in the Application and not defined in this Application are defined in the ACICA Rules.

2. Zenith seeks emergency interim measures pending the constitution of the Arbitral Tribunal in relation to the operation and preservation of the ZDG EcoFlux Nexus System installed at the Khesar Northern Processing Complex and the Ravona Strategic Minerals Plant in Avernia.

3. In accordance with Article 1.2 of Schedule 1 of the ACICA Rules, Zenith certifies that, on 12 February 2026, Zenith transmitted by email a copy of this Application, along with supporting witness statements and accompanying exhibits, to the designated address of Auron Minerals Ltd (**Auron**).

4. Zenith seeks orders from an Emergency Arbitrator nominated by ACICA that Auron shall, until such time as further orders are made by the Arbitral Tribunal:

    (a) continue operating the ZDG EcoFlux Nexus System at the Khesar Northern Processing Complex and the Ravona Strategic Minerals Plant at minimum safe operating levels;

    (b) refrain from dismantling, disabling, modifying, reverse-engineering, or transferring any part of the above-mentioned EcoFlux Nexus System;

    (c) preserve all operational, environmental, software, firmware, maintenance, and emissions data connected to the above-mentioned EcoFlux Nexus System;

    (d) restore and maintain Zenith's remote access for monitoring and preservation purposes.

Legal and Factual Grounds for Emergency Relief

5. This Application requires emergency determination because Auron has announced its intention to take various disruptive measures to the existing handling and operation of the EcoFlux Nexus System at the Khesar Northern Processing Complex and the Ravona Strategic Minerals Plant. The disruptive measures include: shutting down the EcoFlux Nexus System; disconnecting Zenith's remote access; removing and replacing certain equipment; and engaging third-party technicians to alter the EcoFlux Nexus System. These disruptive measures are expected to occur before the constitution of the Arbitral Tribunal.

6. Zenith submits that immediate intervention is necessary because an abrupt shutdown or modification of the EcoFlux Nexus System would create a substantial risk of toxic

wastewater discharge and emissions exceedances, destroy or compromise critical operational evidence relevant to the arbitration, and irreversibly damage Zenith's proprietary software and integrated technology systems.

7. Irreparable harm is likely to result if the requested emergency interim measures are not granted. In particular, environmental contamination resulting from system shutdown cannot readily be reversed. Further, alteration or destruction of operational data would permanently prejudice the integrity of the arbitral process. The suggested unauthorised modifications may irreversibly compromise the EcoFlux Nexus System and associated intellectual property. Finally, reputational damage to Zenith arising from environmental failure associated with the EcoFlux Nexus System would not be adequately compensable by damages. In conclusion, the harm likely to result to Zenith substantially outweighs any inconvenience to Auron from maintaining the EcoFlux Nexus System pending the resolution of this arbitration.

8. The requested emergency interim measures are temporary, protective, and directed toward preserving the status quo and safeguarding evidence. By contrast, denial of the emergency interim measures sought risks permanent environmental damage, evidentiary loss, and technological destruction.

9. Zenith submits that it has a reasonable chance of succeeding on the merits of its claims in the arbitration. As indicated in the Notice of Arbitration filed at the same time as this Application, Zenith's claims include the non-payment of contractual sums, Auron's breach of contractual obligations by failing to maintain a stable working environment, failing to comply with operational protocols, and wrongfully interfering with the EcoFlux Nexus System. These claims are supported by sufficient evidence, which demonstrates that the EcoFlux Nexus System achieved contractual emissions targets upon installation. Performance degradation followed Auron's failure to maintain required operational connectivity and update procedures. Further, there is evidence that, following the alleged failures, Auron refused to further negotiate with Zenith and threatened unilateral alterations and disruptions to the EcoFlux Nexus System.

10. Zenith confirms that the Application Fee and the Emergency Arbitrator Fee required under Schedule 1, Article 1.4 and Appendix A of the ACICA Rules have been paid in full.

For the foregoing reasons, Zenith respectfully requests that the Emergency Arbitrator grant the emergency interim measures set out in paragraph 4 above, together with any further relief the Emergency Arbitrator considers appropriate.

Date: 12 February 2026

Counsel for Zenith Dynamics Corporation

Dr Elias Vane
Hawthorne & Vale International LLP
14 Kingsway Plaza, Financial Quarter, Velisar 22005, Zyphoria
Telephone: +881 44 310 4422
Email: disputes@hawthornevale.zp

Attachments [*Omitted in this Problem*]

17 February 2026

BY EMAIL:
Zenith Dynamics Corporation
C/- Dr Elias Vane
Hawthorne & Vale International LLP
14 Kingsway Plaza, Financial Quarter, Velisar 22005, Zyphoria
disputes@hawthornevale.zp

BY EMAIL:
Auron Minerals Ltd
E: corporatesecretariat@auronminerals.av

Dear Parties,

ACICA Case 2026/80
Zenith Dynamics Corporation (Claimant) v Auron Minerals Ltd (Respondent)

1. Introduction

The Australian Centre for International Commercial Arbitration (**ACICA**) received a Notice of Arbitration dated 12 February 2026 (**Notice of Arbitration**) requesting arbitration under the ACICA Arbitration Rules 2021 (**ACICA Rules**) between:

(a) **Zenith Dynamics Corporation**, as the Claimant; and

(b) **Auron Minerals Ltd**, as the Respondent.

In accordance with Article 5.1 of the ACICA Rules, on all correspondence in relation to this matter, the parties are kindly requested to reference **ACICA Case 2026/80**, the case number assigned to this arbitration, and to copy the ACICA Secretariat, including the ACICA Associates (secretariat@acica.org.au) and ACICA Counsel, Ashley Smith (asmith@acica.org.au).

With the introduction of ACICA Connect (explained further below), in order to ensure a complete case file is maintained, please also copy (acicacase202680@acica.org.au) on all case-related correspondence.

2. Date of Commencement of the Arbitration

In accordance with Article 6.2 of the ACICA Rules, the arbitration shall be deemed to commence on the date on which the Notice of Arbitration or the registration fee is received by ACICA, whichever is later.

We confirm that:

(a) the Notice of Arbitration was received by ACICA on 12 February 2026; and

(b) payment of the registration fee was received by ACICA on 12 February 2026.

We therefore consider this arbitration to have commenced on 12 February 2026.

3. Notice of Arbitration

We refer to the Claimant's notification in paragraph 11 of the Notice of Arbitration in accordance Article 6.5 of the ACICA Rules, whereby ACICA understands that a copy of the Notice of Arbitration was sent to the Respondent on 12 February 2026 by email.

The Respondent is requested to confirm **at its earliest convenience** that it has received the Notice of Arbitration by the means and date of delivery indicated by the Claimant.

4. Respondent's legal representation

We note that ACICA does not have the contact details of the Respondent's legal representation. The Respondent is requested to inform ACICA at its earliest convenience if the Respondent has legal representation and the contact details of the representative.

5. Answer to Notice of Arbitration

Pursuant to Article 7.1 of the ACICA Rules, within 30 days after receipt of the Notice of Arbitration, the Respondent shall submit an Answer to Notice of Arbitration (**Answer**) to ACICA.

On the assumption that the Respondent received the Notice of Arbitration on 12 February 2026 and subject to it confirming otherwise, the Respondent shall submit the Answer on or before 14 March 2026.

With reference to Article 7.4 of the ACICA Rules, the Respondent shall at the same time send a copy of the Answer to the Claimant and notify ACICA that it has done so, specifying the means by which the Answer was delivered to the Claimant and the date of delivery.

We refer the Respondent to Articles 7.2 and 7.3 of the ACICA Rules in relation to the matters that shall or may be included, as appropriate, in the Answer.

6. Arbitration Agreement

The arbitration agreement relied upon by the Claimant to commence this arbitration is set out in Clause 10.2 of the Agreement dated 10 December 2024, which relevantly provides:

"Any dispute, controversy, or claim arising out of this Agreement which cannot be resolved pursuant to Clause 10.1 shall be finally resolved by arbitration administered by the Australian Centre for International Commercial Arbitration (ACICA) in accordance with its arbitration rules in force at the time a notice of arbitration is submitted to ACICA.
The seat of arbitration shall be Melbourne, Australia.
The language of arbitration shall be English.
The tribunal shall consist of three arbitrators."

7. Appointment of the Emergency Arbitrator

We confirm receipt of the Claimant's application for emergency interim measures of protection filed with the Notice of Arbitration (**Application**). We also confirm that ACICA has received payment of the required registration fee (Notice of Arbitration) and Emergency Arbitrator Fee (Application Fee).

In accordance with Article 2.1, Schedule 1 of the ACICA Rules, and as already advised to the parties on 14 February 2026, ACICA appointed Professor Dr. Helena Marwick as the Emergency Arbitrator and referred the Application to Professor Dr. Helena Marwick on 13 February 2026.

In accordance with Article 3.1, Schedule 1 of the ACICA Rules, the Emergency Arbitrator will render their decision on the Application by no later than 20 February 2026, unless an extension to this date is sought by the Emergency Arbitrator and granted by ACICA.

8. Appointment of the Arbitral Tribunal

We refer to paragraph 9 of the Notice of Arbitration, where the Claimant proposes that the parties have agreed to a three-member tribunal, and nominates Mr Adrian Veyron as an arbitrator.

With reference to Article 7.2 of the ACICA Rules, the Answer shall include the Respondent's proposal as to the number of arbitrators if the parties have not previously agreed thereon.

With reference to Article 7.3 of the ACICA Rules, the Answer may also include the Respondent's notification of the nomination of an arbitrator referred to in Article 13.1.

9. ACICA Connect

On 1 January 2024, ACICA launched ACICA Connect, its online case management system for arbitrations administered by ACICA. All new administered cases filed with ACICA from 1 January 2024 will use ACICA Connect unless the parties agree otherwise.

All case materials are to be filed and stored on this site, eliminating the need to send bulky or sensitive information by email or less secure means. By copying your ACICA Connect case email (acicacase202680@acica.org.au), your emails will be automatically filed to your case site. The Notice of Arbitration and any supporting documents received have already been uploaded to your ACICA Connect case site.

Each arbitration will be provided with one data package, which will be included in the ACICA Administration Fee. All cases where the disputed amount exceeds AUD 5 million (with the exception of arbitrations being conducted under the ACICA Expedited Arbitration Rules) will be provided two data packages included in the ACICA Administration Fee. A data package includes:

- 5 GB storage,
- user account for each member of the tribunal,
- user account for the tribunal secretary (if any), and
- access to user accounts for three users per Claimant and Respondent respectively, and
- one-year archiving following the end of the arbitration.

If the parties would like to add users in addition to the three users included in the package, there is a fee of $500 plus GST for six-months per additional user over three users. This fee is referred to on page 4 of the ACICA Connect User guide.

You will soon receive an invitation from ACICA Connect to activate your account. If you require any users to be added to ACICA Connect, please email the Secretariat with the relevant username and email address.

A quick user guide and a comprehensive user guide for ACICA Connect are enclosed for your reference.

10. Deposit of Costs

We draw the parties' attention to Article 49 of the ACICA Rules in relation to the deposit of costs which will be requested at an early stage of the proceedings.

For the purpose of determining the ACICA administration fee and with reference to Section V of the Notice of Arbitration and Part 2.2, Appendix A of the ACICA Rules, ACICA considers that the amount in dispute in this arbitration is unquantified. If we do not hear from the Claimant to the contrary by 14 March 2026, we will proceed on this basis so that we can determine the initial deposit of costs.

The ACICA administration fee is subject to revision at a later stage.

11. Conducting Arbitration at ACICA

For the parties' reference, a copy of the current version of the ACICA Rules is available on the ACICA website: https://acica.org.au.

Finally, ACICA is a signatory to the Green Pledge promulgated by the Campaign for Greener Arbitrations and has created the ACICA Sustainability Protocol to encourage parties and tribunals to commit to conducting the proceedings in a more environmentally sustainable manner.

The Sustainability Protocol seeks to raise awareness about the greenhouse gas emissions ("GHG emissions") associated with arbitration, including innovative measures such as Carbon Budgets and Carbon Emissions Scorecards. The aim of the Sustainability Protocol is to assist the parties and tribunal in reducing the GHG emissions associated with an arbitration by minimising travel, using electronic documents and communications, conducting virtual hearings wherever possible and increasing the use of energy efficient service providers.

Yours sincerely,

Ashley Smith

Counsel
ACICA Secretariat

Enclosures:

- Receipt for registration fee
- ACICA Connect Quick User Guide
- ACICA Connect User Guide

13 February 2026

By email

Professor Dr. Helena Marwick
Marwick Arbitration Chambers
19 Concordia Plaza
Central Business District
Lysander 50110
Meridia

Email: h.marwick@marwickchambers.md

Dear Professor Dr. Marwick,

ACICA Case 2026/80: Zenith Dynamics Corporation (Claimant) v Auron Minerals Ltd (Respondent)

We refer to the above-referenced arbitration and specifically the application for emergency interim measures of protection received from the Claimant dated 12 February 2026 (**Application**).

1. Appointment as Emergency Arbitrator

With reference to Article 2.1, Schedule 1 of the ACICA Arbitration Rules 2021 (**ACICA Rules**), ACICA exercises its power to appoint you as the Emergency Arbitrator in respect of the Application.

For the purposes of Article 3.1, Schedule 1 of the ACICA Rules, ACICA refers the Application to you today, 13 February 2026.

2. Parties' details

The contact details of the parties are as follows:

Claimant's contact details:

88 Heliox Tower, Meridian Technology District, Velisar 22041, Zyphoria
Telephone: +881 44 220 7810
Email: legal@zenithdynamics.zp

Respondent's contact details:

17 Republic Avenue, Ministry Commercial Complex, Port Selene 10482, Avernia
Telephone: +772 18 640 1190
Email: corporatesecretariat@auronminerals.av

3. Representatives' details

The contact details of the parties' representatives are as follows:

The Claimant is represented by:

Dr Elias Vane
Hawthorne & Vale International LLP
14 Kingsway Plaza, Financial Quarter, Velisar 22005, Zyphoria
Telephone: +881 44 310 4422
Email: disputes@hawthornevale.zp

The Respondent's representative(s) is/are currently unknown.

4. ACICA Connect

Unless the parties agree otherwise, all new administered cases filed with ACICA from 1 January 2024 use ACICA Connect, ACICA's online case management system. This case will be administered on ACICA Connect.

All case materials are to be filed and stored on this site, eliminating the need to send bulky or sensitive information by email or less secure means.

You will soon receive an invitation from ACICA Connect to activate your account.

A user guide specific to Arbitral Tribunals is enclosed for your reference. It is envisaged that you will upload your decision on the Application to ACICA Connect. There is also a financial administration folder containing a subfolder for you to upload your invoices.

We take this opportunity to draw your attention to the following parts of the Arbitral Tribunal ACICA Connect user guide highlighted in orange:

a. Uploading documents: it is the Arbitral Tribunal's responsibility to ensure that the decision is uploaded in the respective folders (p15).

b. Folder structure: some folders are only visible to the Arbitral Tribunal and the Tribunal Secretary (if any) (p16).

c. Calendar: Please maintain the calendar in ACICA Connect until a direction is made by you to delegate this responsibility to one of the parties (p23).

5. File Materials

We attach the following key documents received from the parties to date:

a. Application dated 12 February 2026.

You can also find this document in the 'Files' tab on ACICA Connect.

6. Time for rendering a decision on the Application

In accordance with Article 3.1, Schedule 1 of the ACICA Rules, a decision on the Application shall be made not later than 5 business days from the date upon which the Application was referred to the Emergency Arbitrator. As noted above, the Application is referred to you (as the Emergency Arbitrator) on the date of this letter 13 February 2026.

ACICA may extend the time for your decision upon receipt of a request from you to do so (Article 3.1, Schedule 1 of the ACICA Rules).

We direct your attention to Articles 3.2 to 3.7, Schedule 1 of the ACICA Rules which sets out mandatory requirements and/or powers in respect of your decision on the Application.

7. Costs

In accordance with Article 6, Schedule 1 of the ACICA Rules, the costs associated with the Application may initially be apportioned by the Emergency Arbitrator.

8. Sustainable Practices

Finally, ACICA has published the ACICA Sustainability Protocol and is a signatory to the Green Pledge promulgated by the Campaign for Greener Arbitrations. ACICA encourages all stakeholders (including counsel, arbitrators, and parties to disputes) to commit to the principles in those documents and reduce their carbon footprint when resolving disputes.

Yours sincerely

Ashley Smith
Counsel
ACICA Secretariat

Copy to: Counsel for the Claimant; the Respondent

Enclosures:

- ACICA Connect user guide specific to Arbitral Tribunals [*omitted in this Problem]*
- Application dated 12 February 2026
- Declaration of Acceptance, Impartiality and Independence - Professor Dr. Helena Marwick *[omitted in this Problem]*

Application for emergency interim measures of protection

Between:

Zenith Dynamics Corporation
Claimant

and

Auron Minerals Ltd
Respondent

Emergency Interim Measures:
Decision on the application for emergency interim measures of protection

1. On 12 February 2026, the Claimant filed an application for emergency interim measures of protection pursuant to Schedule 1 of the ACICA Arbitration Rules 2021 (**Application**).

2. The Claimant has certified that the Application and supporting materials were transmitted to the Respondent by post and email. At the time of this decision, no response has been received from the Respondent.

3. Having reviewed the Application and supporting evidence, I am satisfied, on a prima facie basis, that:

   (a) there is a reasonable possibility that the Claimant may succeed on the merits of its claims;

   (b) there exists a real and imminent risk of serious prejudice if the requested measures are not granted before the constitution of the Arbitral Tribunal;

   (c) the threatened shutdown, modification, dismantling, or interference with the EcoFlux Nexus System may result in environmental harm, loss of evidence, and impairment of the arbitral process;

   (d) damages may not constitute an adequate remedy for such harm incurred; and

   (e) the balance of convenience favours the preservation of the status quo pending determination of the dispute by the Arbitral Tribunal.

4. Accordingly, pursuant to Schedule 1 of the ACICA Arbitration Rules 2021, the Respondent is hereby ORDERED to:

   (a) continue operating the ZDG EcoFlux Nexus System at the Khesar Northern Processing Complex and the Ravona Strategic Minerals Plant at minimum safe operating levels;

   (b) refrain from dismantling, disabling, modifying, reverse-engineering, transferring, replacing, or otherwise interfering with any component of the systems;

(c) preserve all operational, environmental, software, firmware, maintenance, diagnostic, and emissions data relating to the systems; and

(d) restore and maintain the Claimant's remote access to the systems for monitoring, diagnostic, and preservation purposes.

5. The measures ordered herein are temporary in nature and shall remain in effect until further order of the Arbitral Tribunal once constituted, or until modified or terminated by subsequent order.

6. All questions concerning jurisdiction, admissibility, liability, costs, and the merits of the Parties' claims and defences are expressly reserved to the Arbitral Tribunal.

7. The costs of this Application shall be reserved to the Arbitral Tribunal.

SO ORDERED.

Professor Dr. Helena Marwick

Helena Marwick

Emergency Arbitrator

Date: 20 February 2026

**IN THE MATTER OF AN ARBITRATION UNDER
THE RULES OF ARBITRATION OF THE
AUSTRALIAN CENTRE FOR INTERNATIONAL COMMERCIAL ARBITRATION**

Case No. 2026/80

BETWEEN

Zenith Dynamics Corporation

Claimant

- and -

Auron Minerals Ltd.

Respondent

ANSWER TO NOTICE OF ARBITRATION

16 March 2026

Represented by:
Nadia Kerem
Selkar Partners
9 Justice Square, Old Harbour District, Port Selene 10411, Avernia
Telephone: +772 18 522 7744
Email: nkerem@selkarchambers.av

Introduction

1. This Answer to Notice of Arbitration dated 16 March 2026 (***the Answer***) is submitted on behalf of Auron Minerals Ltd (***the Respondent***) in response to the Notice of Arbitration submitted on behalf of Zenith Dynamics Corporation (***the Claimant***) dated 12 February 2026 (***the Notice***), pursuant to Article 7 of the 2021 Australian Centre for International Commercial Arbitration Rules 2021 (***the ACICA Rules***) and clause 10 of the Collaboration Agreement dated 10 December 2024 between the Claimant and the Respondent (referred to herein as **the Agreement**).

The Respondent

2. The Respondent in this arbitration is Auron Minerals Ltd, a company incorporated in Avernia. Its registered address is:

   17 Republic Avenue, Ministry Commercial Complex, Port Selene 10482, Avernia
   Telephone: +772 18 640 1190
   Email: corporatesecretariat@auronminerals.av

3. Respondent is represented by:

   Nadia Kerem
   Selkar Partners
   9 Justice Square, Old Harbour District, Port Selene 10411, Avernia
   Telephone: +772 18 522 7744
   Email: nkerem@selkarchambers.av

Submission of this Answer

4. This Answer is submitted to ACICA in accordance with Article 7.1 of the ACICA Rules.

5. In accordance with Article 7.4 of the ACICA Rules, the Respondent confirms that a copy of this Answer has been sent to the Claimant by email and by post on 16 March 2026. The Respondent received the Notice of Arbitration on 17 February 2026 as explained in paragraph 26 below.

Facts

6. The Notice provided a subjective and arbitrary narrative in favour of the Claimant. Contrary to what was alleged in the Notice, the failure of the partnership between the Claimant and Respondent was entirely caused by the misleading information provided by the Claimant in the contractual negotiations and defective goods supplied in the performance of the Agreement. The Respondent is entitled to stop the payment, terminate the Agreement, and claim damages incurred as a result of the Claimant's breach of its contractual obligations.

7. In recent years, the mining industry in Avernia has faced criticisms from local communities, NGOs with environmental concerns, as well as purchasers from international markets, regarding their failure to address environmental concerns. These criticisms include concerns regarding their toxic wastewater discharge, heavy-metal contamination of the river system in the nearby areas, as well as excessive airborne sulphur emissions in their mining business.

8. In response to the long-lasting criticisms, as well as the call for addressing national wide ESG concerns, the Ministry of Trade and Natural Resources of Avernia made a declaration in October 2023 that they were in the process of reforming the licensing system in the mining industry, taking into account the affected companies' compliance with international and national sustainability benchmarks. **[Exhibit R1: News Release]** The Respondent also received information from governmental officials that the Respondent's mining licence in a few major sites in the Khesar Basin region would be revoked or discontinued should they fail to meet the government's sustainability audits that will commence any time soon.

9. In light of the radical changes in policy, the Respondent was introduced to representatives of the Claimant on 16 March 2024. As represented by Dr Victoria Renn and Ms Samantha Corvin, the Claimant's representatives, it was alleged that the Respondent's experience in the application of emissions control technologies and the establishment of ESG-compliance infrastructure for enterprises would resolve the Respondent's imminent crisis. **[Exhibit R2: Amir Solan's Witness Statement]** Various products and working systems were introduced during the extended conversation. It was presented in particular that the new EcoFlux Nexus System would "dramatically reduce toxic wastewater discharge, continuously adapted to evolving ESG regulations". **[Exhibit R2: Amir Solan's Witness Statement]**

10. Further, the Respondent's senior leadership, Ms Daran and Mr Solan, were invited to visit a mining plant in Zyphoria for a demonstration of the functioning of a customised EcoFlux Nexus System with AI-assisted emissions filtration and water-treatment monitoring and optimising functions. Ms Corvin explained that the platform had been specifically designed to adapt to evolving regulatory requirements through continuous monitoring, optimisation, and system updates, and that the Respondent could confidently proceed on the basis that the EcoFlux Nexus System would provide a reliable technological foundation for meeting its environmental and sustainability objectives in the years ahead. She further stated that, taking into account these features, compliance with any emission target set by the Avernia government would not be a problem once the EcoFlux Nexus System was installed in the Respondent's facilities. **[Exhibit R2: Amir Solan's Witness Statement]**

11. Based on the tour, as well as several rounds of negotiations following, the parties agreed on the collaboration for the establishment of the EcoFlux Nexus System for the Respondent's business in the long run, with the purchase of the EcoFlux Nexus System units for the Khesar Northern Processing Complex and Ravona Strategic Minerals Plant as the first step. It was further emphasised that the units would be customised for installation at these two facilities as a "turnkey sustainability solution", intended to ensure emissions performance consistent with applicable standards, supported by ongoing adaptation and optimisation to meet evolving operational and regulatory requirements. **[Exhibit R3: Email communication]**

12. In September 2024, the Avernia parliament passed a new law imposing ESG obligations. The new law came into effect on 1 January 2025. Following the enactment of the new law, the Ministry of Trade and Natural Resources of Avernia announced a new administrative measure governing the issuance of licences in the mining industry. This new mechanism included a substantive review of all existing and new licences in the mining industry in the next three years, which included regular audits of sustainability compliance. This meant that the Respondent's licences at all their sites would be subject to this review, and in particular, the Khesar Northern Processing Complex and the Ravona Strategic Minerals Plant at the end of 2026 at latest. This

urged the Respondent to proceed with the collaboration with the Claimant. The newly implemented mechanism, as well as Avernia government's target of controlling the emissions, were repeatedly mentioned by our representative during negotiations with the Claimant and were eventually recorded in the Agreement. **[Exhibit R2: Amir Solan's Witness Statement]**

13. The Respondent expressed its concerns with the option of international arbitration raised by the Claimant. While we are open to this option, the Respondent was not comfortable with tribunal-made interim measures used in the practice of international arbitration. In the arbitration legislation and practice in Avernia, interim measures could only be made by local courts and were used in a restrictive manner. The Respondent thus suggested that all interim measures made against its company should be made by the courts of Avernia, which was noted and accepted by the Claimant in Clause 10.3 of the Agreement. **[Exhibit C3: Email correspondence on dispute resolution]**

14. The Agreement was eventually signed on 10 December 2024. The same day, the parties also finalised the technical and transactional details of the goods for the two mineral processing sites in the Annexures No. 1 and No. 2 of the Agreement.

Performance and breaches

15. Following the signing of the Agreement, the EcoFlux Nexus System units were delivered and installed and finally up and running in May 2025.

16. Initially, the system functioned well. Difficulties emerged, however, a couple of months after the commencement of the operation of the EcoFlux Nexus System at both sites. Suffering from many technical issues and difficulties, the system could not be synchronised and updated properly and had to operate with outdated settings or under the safe mode. It was reported that the accuracy of emission control had gradually deteriorated, and there had been a few incidents when the wastewater discharge exceeded the safe level required by the government. In the cases of these incidents, the automated reporting system, which should have intervened, malfunctioned, and did not respond.

17. These failures and incidents raised concerns of the authorised audit team designated by the Ministry of Trade and Natural Resources of Avernia, which started the audit at both facilities in late 2025. After visiting the sites, monitoring the functioning of the EcoFlux Nexus System at both sites, and reviewing the details of the reported incidents, the audit team issued a fine of USD200,000 with a formal warning to the Respondent in January 2026, requesting the Respondent to guarantee complete compliance by the end of 2026. It was clearly stated in the warning that failing to do so would result in the licences issued to both of the facilities being revoked, meaning that all the manufacturing and exporting from these two facilities would be suspended indefinitely. **[Exhibit R4: Government Document]**

18. The audit against the Respondent, as well as the warning, was made public by local media in Avernia and created a reputational crisis for the Respondent. This significantly affected the Respondent's existing contractual relationships and ongoing contractual negotiations with their customers.

19. In October 2025, one of the Respondent's major buyers, Voltaris Energy Systems Ltd., a battery manufacturer, terminated a contract with the Respondent on the basis of the alleged failure to comply with the ESG requirements, claiming for damages caused by

the Respondent's breach of the ESG guarantee in that contract. **[Exhibit R5: Termination Notice]** It was estimated that the Respondent had suffered a loss of profit of USD150,000 in that transaction, and would suffer more when the damages were substantiated in that dispute. Other customers also expressed similar concerns and might take action in the next few months.

20. The Respondent had to suspend the final instalment of the payment to the Claimant and reached out to seek an urgent resolution of the failures. The Respondent reiterated the objective of the Agreement and requested that the Claimant either provide additional support to guarantee the normal functioning of the goods as expected under the Agreement, or repair them, or re-supply conforming goods under the existing contract, to meet the compliance requirement imposed by the Agreement.

21. To our surprise, the Claimant denied that the failure of the system was caused by the design and operation of the EcoFlux Nexus System. Rather, they criticised the external conditions at our facilities, which were made known to them during the contractual negotiations and the installations of the EcoFlux Nexus System units. They also blamed the local staff, who were trained by the Claimant themselves.

22. During the subsequent negotiations, the Claimant offered a few options, such as additional purchases and subscriptions to products and services provided by the Claimant, stating that these additional purchases would improve the performance of the EcoFlux Nexus System, and hopefully, meet the standard imposed by our government. The denial of the inherent flaws in the current products, as well as the offering of additional purchases as the resolution, clearly deviated from the objective of the purchase we made under the Agreement. The final teleconference between the parties on 20 December 2025 ended without resolution of the disagreement.

23. It was particularly noted by the Claimant's team that, pending other options, the provision of regular online and on-site optimisation services towards the end of 2026 would have guaranteed the compliance requirement imposed by the Avernia government. However, in the teleconference on 20 December 2025, the Claimant insisted that this service component was not a part of the original purchase and could only be provided under a separate agreement. **[Exhibit R2: Amir Solan's Witness Statement]**

24. Negotiations between the parties had deteriorated and failed to produce a workable solution. To deal with the contingent pressure from the audit team, governmental officials, and buyers, the Respondent had to decide that they would take actions to resolve the issues along with the reported incidents, including the reassessment and alteration of the EcoFlux Nexus System. This position was reiterated between Mr Solan and Ms Corvin during a one-on-one phone call on 21 January 2026. **[Exhibit R2: Amir Solan's Witness Statement]**

25. The Respondent did not hear from the Claimant since then and was shocked when receiving the Notice of Arbitration.

26. The Respondent submits that, although the Notice of Arbitration was transmitted by email on 12 February 2026, it should be deemed to have been received on 17 February 2026 for two reasons. First, a city-wide strike across Port Selene commenced on 12 February 2026, causing significant disruption to transport, telecommunications, and business operations, including intermittent electricity outages over the ensuing days. Consequently, the Respondent experienced repeated interruptions to internet

connectivity and access to its email servers, and the email enclosing the Notice of Arbitration was not accessed until 17 February 2026. Secondly, service by email alone was inconsistent with the Respondent's reasonable understanding of Clause 11.3 of the Agreement, under which documents of such legal significance were expected to be communicated by registered post or recognised international courier.

Legal Analysis

27. The Respondent accepts the tribunal's jurisdiction to hear this case on the basis of Clause 10 of the Agreement.

28. However, the Respondent respectfully submits that, contrary to what had been alleged by the Claimant in the application for emergency interim measures of protection (**Application**), the Emergency Arbitrator does not have the jurisdiction to deal with the Application due to the specific language of Clause 10.3 of the Agreement. Considering the context behind the drafting of this language, it is to be interpreted as all interim measures imposed on the Respondent should be made exclusively by local courts. Therefore, the Respondent respectfully request the Arbitral Tribunal to vacate the orders made by the Emergency Arbitrator on 20 February 2026.

29. Further, the Respondent asserts that the failure of the operation of the EcoFlux Nexus System is caused by the non-conforming goods supplied by the Claimant under the United Nations Convention on Contracts for the International Sale of Goods (**CISG**).

30. Contrary to the Claimant's submission, the purchase was made under both the Agreement and its Annexures. The Annexures are an integral part of the Agreement, both of which deal with the international sale of goods between the Claimant and the Respondent. Thus, they are subject to the same set of governing law, the CISG.

31. Under the CISG, and reading the objectives and obligations indicated in the Agreement into the sale of goods, the goods supplied by the Claimant failed to meet the quality and conformity requirements, were not fit for the purpose indicated in the Agreement and required by the law, and the Claimant failed to remedy the flaws accordingly. The Claimant's proposals during the subsequent negotiation, which required the Respondent to purchase more goods and services, were not in line with their contractual and legal obligations.

32. The Claimant is thus liable for the losses caused by the non-conforming goods and for its failure to cure the non-conformity. It is legitimate for the Respondent to withhold the final payment until the non-conformity is cured by the Claimant or the losses are fully compensated.

33. As the Claimant did not genuinely attempt to cure the non-conformity, it is impossible for the Respondent to achieve the objective of the Agreement. It is thus in the Respondent's interest to terminate the Agreement as a whole and abandon the use of the EcoFlux Nexus System to avoid further failures and losses caused by the inherently flawed system.

Nomination of arbitrator

34. The Parties have agreed that disputes arising out of the Agreement shall be determined by a three-person Arbitral Tribunal. Pursuant to Articles 7.3(b) and 13.1 of

the ACICA Rules, the Respondent nominates Ms Katrina Vossari as its party-nominated arbitrator. The contact details of Ms Vossari are as follows:

Address: Vossari Arbitration Chambers, 88 Republic Avenue, Port Selene 10435, Avernia
Phone: +772 18 662 4810
Email: k.vossari@vossarichambers.av
Nationality: Avernia
Qualifications:

- LLB (Hons), National University of Avernia
- LLM, International Commercial Law, Royal University of Meridia
- Fellow, Avernian Institute of Arbitrators (FAIA)
- Member of Chartered Institute of Arbitrators (CIArb)

Relief sought

35. The Respondent respectfully requests the Arbitral Tribunal to:

- order that the Emergency Interim Measure (decision) of the Emergency Arbitrator dated 20 February 2026 is vacated;
- reject the claims made by the Claimant;
- declare the Claimant is liable for the breach of the Agreement, including its Annexures, as a result of the supply of the non-conforming goods;
- order the Claimant to repair the non-conforming goods, or alternatively, to provide substitute conforming goods, including the provision of all necessary software updates and other services;
- Alternatively, to order the Claimant to compensate any losses suffered by the Respondent due to the non-conforming goods; and
- Make any other orders the Arbitral Tribunal considers appropriate.

Attachments

Exhibit R1: News Release *[Omitted in this Problem]*
Exhibit R2: Amir Solan's Witness Statement *[Omitted in this Problem]*
Exhibit R3: Email communication
Exhibit R4: Government Document *[Omitted in this Problem]*
Exhibit R5: Termination Notice *[Omitted in this Problem]*

Exhibit R3

Subject: Re: Collaboration Agreement – Updated Draft V2.0
Date: 5:36pm, 16 October 2024
From: legal@zenithdynamics.zp;
To: a.solan@auronminerals.av; international@zenithdynamics.zp; corporatesecretariat@auronminerals.av

Dear Mr Solan

Following our recent teleconference and Auron's detailed comments on Version 1.0 of the Collaboration Agreement, Zenith's legal team has prepared and attached Version 2.0 for your review.

This revised draft reflects the key issues discussed, including the Parties' shared objectives and the scope of collaboration. The draft also incorporates the understanding that the systems to be supplied and supported by Zenith are turnkey sustainability solutions, ensuring emissions performance consistent with applicable standards, supported by ongoing adaptation and optimisation to meet evolving operational and regulatory requirements. It further addresses the Parties' interests of proposing international arbitration as the dispute resolution procedure. We suggest that any arbitration procedure should be conducted at a neutral arbitral seat, Melbourne, Australia, with the assistance of the Australian Centre for International Commercial Arbitration (ACICA). You may find relevant information from ACICA's homepage: https://acica.org.au/.

As agreed, the purchase of all necessary EcoFlux Nexus System units for the Khesar Northern Processing Complex and the Ravona Strategic Minerals Plant respectively would be the first step of our collaboration. The details of these two purchases are recorded in our template of purchase orders, which are also attached for your reference.

We welcome any further comments or proposed refinements following your review.

Warmly Regards

Marcus Leong

Chief Legal Officer
Zenith Dynamics Corporation

Attachments *[Omitted in this Problem]*

Procedural Order No. 1 of 1 July 2026
In the Arbitration Proceeding
between
Zenith Dynamics Corporation (Claimant)
and
Auron Minerals Ltd. (Respondent)

1. The Claimant appointed Mr Adrian Veyron as the arbitrator of this proceeding on 12 February 2026. The Respondent appointed Ms Katrina Vossari as the arbitrator of this proceeding on 16 March 2026. The two arbitrators jointly appointed Professor Dr. Sophia Lindholm as the Chairperson of the Arbitral Tribunal on 13 April 2026.

2. On 28 June 2026, the Arbitral Tribunal and the parties held the first virtual procedural conference. In this meeting, the parties agreed on the following basic facts:

    a. Avernia is a lower-middle-income state rich in natural resources but with less advanced digital infrastructure, intermittent electricity supply, and limited internet penetration outside its major cities. Its commercial practice still heavily relies on paper-based contracts and communications. It adopts civil law tradition. Its Contract Law is a verbatim adoption of the UNIDROIT Principles of International Commercial Contracts 2016 (UPICC, or the UNIDROIT Principles). It recently adopted the legislation regarding ESG Reporting and Auditing recently under the pressure of trade partners.

    b. Zyphoria is a highly industrialised and technologically advanced state. Its commercial practice is highly advanced and digitised. It adopts a sophisticated ESG disclosure and monitoring regime. It also hosts many multinational companies. It adopts common law tradition. Its contract law is not codified and is identical to the law in Australia.

    c. All relevant countries are Contracting States of the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York Convention) and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

    d. The parties agree that the seat of arbitration is Melbourne, Australia, no matter whether the hearings are held virtually or in-person; in the case of in-person hearings, the Arbitral Tribunal may determine the location of the hearing and may choose a place other than Melbourne, Australia. The arbitration is governed by the *International Arbitration Act 1974* (Cth).

Timeframe and Format of the Hearing

3. During the meeting, the Arbitral Tribunal led the discussion on the format and timeframe of the hearings. It was proposed by the Arbitral Tribunal that, given that the parties had chosen ACICA as the arbitration institution, which launched the innovative Sustainability Protocol in January 2025, and that the Agreement in this dispute stipulates its overriding objective of promoting efficiency and sustainability, the parties may consider whether the entire arbitration proceeding is conducted virtually via online platforms exclusively.

4. The parties could not reach an agreement on this matter. The parties agreed to the following summary of their positions on this matter:

- The Claimant principally agreed that the arbitral proceeding could be done exclusively online. The Claimant emphasised the value of efficiency and sustainability stated in the Agreement. It also emphasised the point that the agreed ACICA Arbitration Rules 2021 provide the Arbitral Tribunal with discretion in determining procedural matters. It was further submitted that all the necessary evidence relating to the substance of the dispute could be collected through the Claimant's access to the EcoFlux Nexus System operating at the facilities as long as the Emergency Arbitrator's Emergency Interim Measures (Decision) on the Claimant's application for emergency interim measures of protection (Application) dated 20 February 2026 was maintained and followed by the Respondent.

- The Respondent was strongly against the proposal. It insisted that in-person hearings, as well as other in-person activities, should be held for at least the important substantive matters. For example, witnesses providing evidence on substantive matters in the dispute, like the causes of the failure of the EcoFlux Nexus System, should be examined at an in-person hearing. The Respondent also proposed that the Arbitral Tribunal, or a neutral expert appointed by the Arbitral Tribunal, should visit the facilities to assess the causes of the failure.

- The Respondent also insisted that the exchange of documents and notifications should be done both by email and by post. The Respondent insisted that communication by post should be made for the most important procedural steps of dispute resolution as agreed in the Agreement. It emphasised the procedural disadvantages they suffered from the Claimant's breach of Clause 11.3 of the Agreement in delivering the Notice of Arbitration and the Application for emergency interim measures of protection.

5. In light of this disagreement, the Arbitral Tribunal invited the parties to make written submissions regarding the appropriate procedural arrangements for the hearings, including their positions on the application of all or some of ACICA's Sustainability Protocol, in their pleadings. This will be followed by more comprehensive discussion at the first hearing.

6. The tribunal also determined that, pending any further decision on the format of the hearings, the first hearing should be held virtually, which will only address selected preliminary issues listed below.

Time and Scope of the Written Memoranda and the First Hearing

7. The Arbitral Tribunal thus determined that the first hearing should be held during 2-10 September 2026 virtually. During this hearing, the parties should address the following issues **exclusively**:

A. Whether the Arbitral Tribunal should vacate the Emergency Arbitrator's Emergency Interim Measures Decision dated 20 February 2026, taking into account the language of Clause 10 of the Agreement;
B. Whether the entire arbitration proceeding should be held exclusively online, including whether and to what extent ACICA's Sustainability Protocol should apply to the arbitration proceeding;
C. Whether the sale of goods transactions in dispute are exclusively governed by the Purchase Orders as recorded in Annexures No.1 and No. 2, or whether the sale of

goods transactions are governed by the Agreement and the Annexures as a whole (including the applicability of the CISG on the Agreement); and

D. In the case that the Agreement is read together with the Annexures in understanding the parties' obligations in the sale of goods transactions, the applicable standard of conformity of goods in this dispute, including whether the regular online and on-site optimisation services which guarantees the compliance with the Avernia government's regulatory goal should be deemed as part of the goods.

8. No submissions should be made beyond the issues identified above.

9. The submissions are to be made in accordance with the Rules of the Moot.

10. Parties shall make written submissions before the virtual hearings. For the written submissions, the following Procedural Timetable shall apply:

a. Claimant's Submission: no later than 5 August 2026;
b. Respondents' Submission: no later than 13 August 2026.

11. In the event that parties need further information, a Request for Clarification must be made in accordance with Rule 6 of the Rules of Moot no later than 15 July 2026 by emailing deakin-ica-moot@deakin.edu.au.

12. Both parties are invited to attend the virtual hearing scheduled for 2-10 September 2026. The details concerning the virtual hearing will be provided to Parties in due course.

1 July 2026
On behalf of the tribunal,
Professor Dr. Sophia Lindholm

DEAKIN INTERNATIONAL COMMERCIAL ARBITRATION MOOT 2026

Procedural Order No.2

Corrections

The Tribunal accepts the following corrections made by or agreed to by the Parties below:

1. In the final line of paragraph 11 of the Notice of Arbitration, “paragraph 4” should be “paragraph 5”.

2. Purchase Order No.1 (Annexure No. 1, for Khesar Northern Processing Complex) should be numbered “ZENS-2025-017”. Purchase Order No.2 (Annexure No. 2, for Ravona Strategic Minerals Plant) should be numbered “ZENS-2025-018”, instead of “KNPC”.

3. In paragraph 2 of the Decision on the Application for Emergency Interim Measures of Protection, “by post and” should be deleted.

Clarifications

After consulting the Parties, the Tribunal acknowledges the following clarifications:

General

4. The Application for Emergency Interim Measures and the Emergency Arbitrator's Decision refer to the "ZDG EcoFlux Nexus System," while the Notice of Arbitration, the Agreement, and both Purchase Orders refer only to the "EcoFlux Nexus System. Please clarify what "ZDG" stands for, and confirm whether the ZDG EcoFlux Nexus System and the EcoFlux Nexus System are the same product.

“ZDG” stands for Zenith Dynamic Green, the product line under which the Claimant planned to market the EcoFlux Nexus System from 2026 onwards. The “ZDG EcoFlux Nexus System” referred to in the Application for Emergency Interim Measures and the Emergency Arbitrator's Decision is the same product as the “EcoFlux Nexus System” referred to in the Notice of Arbitration, the Agreement, and the Purchase Orders.

5. As provided in the Purchase Orders, did the acceptance testing take place? If so, what were the results of the acceptance testing?

The acceptance testing took place. The Respondent did not dispute the outcome of the acceptance testing at the time it was conducted.

6. Were the EcoFlux Nexus Systems supplied to Auron standard commercial products or customised specifically for Auron's facilities? To what extent is Zenith aware of the condition and infrastructure of the relevant facilities?

The Parties agree that, during the contractual negotiations, they engaged in extensive exchanges regarding the technical aspects of the EcoFlux Nexus System units intended for the two facilities. These exchanges included information provided by the Claimant concerning the features, capabilities, and potential configuration of the EcoFlux Nexus System, as well as information provided by the Respondent concerning its intended use of the System and certain characteristics of the facilities. Following these exchanges, and prior to the execution of the Collaboration Agreement and the Purchase Orders, no further technical discussions took place.

The Parties did not reach an agreement on whether these exchanges were incorporated into, referred to in, or annexed to the Collaboration Agreement or the Purchase Orders, or otherwise bound the Parties.

The Parties agree that the Claimant did not conduct any site inspections during the contractual negotiations. Zenith’s technicians first visited the two facilities during the installation of the EcoFlux Nexus Systems. Based on two trial tests at both sites, the technicians made observations and recommendations regarding certain aspects of the installation and operation of the System at those facilities.

7. What categories of information are available to the Claimant through the EcoFlux Nexus System's remote access functions?

The Parties agree that the EcoFlux Nexus System's remote access functions provide access to operational data generated and collected by the System during its operation. Such data includes, among other things, system status information, operational parameters, performance records, environmental monitoring data collected by the System, historical data relating to the System's operation, user-initiated actions, operator interventions, configuration changes, and other activities performed through the System's authorised interfaces. The scope and availability of such information depend on the functions enabled in the installed System and the data recorded by the relevant components.

8. Was the EcoFlux Nexus System installed in Avernia the same as that which was installed at Novaris Advanced Minerals Processing Facility in Zyphoria?

The Parties agree that the EcoFlux Nexus System installed at Auron's facilities was based on the same standard product line and underlying technology platform as the system demonstrated at the Novaris Advanced Minerals Processing Facility in Zyphoria but were subject to any changes led by the contractual negotiations and the further adjustments during the installation referred to in paragraph 6 above.

9. Were there any precontractual conversations between the Parties on Avernia's unstable environmental conditions recorded in Exhibits C2 and R2?

No.

10. Can you clarify the dates and events in Paragraph 21?

Paragraph 21 of the Notice of Arbitration refers to three separate events: (1) government officials and journalists visited the site on 16 May 2025; (2) the visit was reported in the news on 20 May 2025; and (3) a professional report dated 25 May 2025 recorded a satisfactory outcome following the initial assessment of the EcoFlux Nexus System.

11. The problem question states that the Claimant is represented by Dr Elias Vane. When we do our appearances as Claimant, do we introduce ourselves as Dr Elias Vane or as ourselves?

Counsel appearing at the hearing should introduce themselves by their own names.

<u>Issue A</u>

12. Please clarify whether the Respondent received ACICA's correspondence dated 14 February 2026 notifying the Parties of the appointment of the Emergency Arbitrator (as referenced at paragraph 8 of ACICA's letter), and if so, whether the Respondent took any action in response to that correspondence.

The Respondent received ACICA's correspondence dated 14 Feb 2026 on 17 Feb 2026 for the reason specified in paragraph 26 of their Answer to Notice of Arbitration. No formal action was taken by the Respondent before the Emergency Arbitrator's decision dated 20 Feb 2026 was made.

13. Were the local courts of Avernia operating and accessible for filing requests for emergency or interim measures of protection during the city-wide strike in Port Selene that commenced on 12 February 2026 and over the ensuing days?

The District Court of Port Selene, which ordinarily has jurisdiction over applications for interim measures concerning the Respondent's facilities, was affected by the city-wide strike commencing on 12 February 2026.

However, the Supreme Court of Avernia established a specialised International Commercial and Financial Division, which commenced operation on 1 January 2026, with jurisdiction to hear certain international commercial matters, including interim measures in support of international arbitration with connections to Avernia. The Division operates from three locations. The two branches located outside Port Selene continued to operate normally during the relevant period. The Parties agreed that, due to its recent establishment, the Division was not yet widely known among foreign commercial parties.

14. Did the city-wide strike in Port Selene on 12 February 2026 disrupt the physical delivery of registered mail and international couriers to the Respondent's registered address, or was the disruption limited to telecommunications and transport?

Physical delivery of registered mail and international couriers were also disrupted in the days following the strike.

15. The Claimant sent the Notice of Arbitration via email on 12 February 2026. The Respondent claims they did not access it until 17 February 2026 due to a city-wide strike and power outages in Port Selene. It would be useful to clarify whether the Claimant received any automated "bounce-back" or "undeliverable" error messages when sending the initial email.

The Claimant did not receive any automated messages.

16. Is the Clause 10.3 text in the final executed Agreement (10 December 2024) identical to the draft Auron proposed in the 20 October 2024 email (Exhibit C3), or was it revised in the intervening weeks before execution? Were any changes made to the dispute resolution clause from Collaboration Agreement Draft v2.3.docx to the final version?

Clause 10.3 is identical to the drafted clause in Collaboration Agreement Draft v2.3.docx. No further changes were made to this clause since the communication dated 20 Oct 2024.

17. In Exhibit C3, the Respondent raises a concern over the dispute resolution clause. Were there any discussions between the Parties on interim measures subsequent to this email on the draft Clause 10.3?

No.

18. Can the Tribunal provide the specific text or relevant excerpts of the Avernian domestic arbitration law referred to in Exhibit C3, which allegedly reserves the power to issue interim and conservatory measures exclusively for judicial authorities? Does the Avernian domestic arbitration law strictly prohibit arbitral tribunals (including emergency arbitrators) from issuing interim relief as a matter of mandatory public policy, or is the court-exclusivity rule a default provision that parties can alter by agreeing to institutional rules like the ACICA Rules?

The relevant provision of the Avernian Arbitration Law provides that applications for interim or conservatory measures shall be submitted to, and determined exclusively by, the competent judicial authorities. Such applications may be made directly by the parties or, where the request is first submitted to the arbitral tribunal or the administering arbitral institution, transmitted by the tribunal or institution to the competent judicial authority on the parties' behalf. This provision is mandatory. It applies equally to domestic and international arbitrations seated in Avernia and does not distinguish between different forms of arbitration.

The Tribunal is aware of two cases in which ad hoc arbitral tribunals in arbitrations seated in Avernia issued interim measures, and the parties subsequently sought recognition and enforcement of those measures before the Avernian courts. In both instances, the Avernian courts refused enforcement on the basis of the mandatory provisions of Avernian law referred to above. The Tribunal has not been informed of any case in which the Avernian courts have considered the validity or enforceability of interim measures issued by an arbitral tribunal or an emergency arbitrator in arbitration proceedings seated outside Avernia.

19. What attachments were included in the attachments filed with the Application for Emergency Interim Measures of Protection by the claimant?

The attachments filed with the Application for Emergency Interim Measures of Protection included all evidence submitted along with the Notice of Arbitration. In addition, they include a brief technical overview of the EcoFlux Nexus System, a supporting report assessing the potential operational and environmental risks arising from the Respondent's proposed actions, and relevant media materials indicating the Respondent's intention to suspend, modify, or otherwise disrupt the operation of the systems.

20. Has the Respondent initiated any action in the courts of Avernia to formally challenge the Emergency Arbitrator's decision?

The Avernian Arbitration Law and Civil Procedure Law do not expressly provide a mechanism for challenging or reviewing interim measures issued by an emergency arbitrator. The relevant provisions concerning interim measures are limited to those described in paragraph 18 above and make no reference to emergency arbitrators or their decisions. Likewise, the emergency arbitrator mechanism has not yet been adopted by any arbitral institution in Avernia. The Tribunal has not been informed of any formal challenge proceedings before the Avernian courts concerning an emergency arbitrator's decision.

Against this backdrop, the Respondent submits that it has taken steps to seek judicial intervention in relation to the Emergency Arbitrator's decision. However, no formal challenge proceeding has been commenced at this moment and may not happen by the time of the virtual hearing in September 2026.

Issue B

21. For the proposed virtual hearing dates (2-10 September 2026), will the Respondent's counsel and required fact witnesses be located in areas of Avernia with stable internet connectivity and power, or at the remote processing sites where outages have been documented?

The Tribunal and the Parties have agreed that no witness examination will take place during the first virtual hearing scheduled for 2–10 September 2026. Accordingly, the location of the Respondent's fact witnesses does not arise for that hearing.

The Respondent submits that their counsel will participate from a location to be determined prior to the hearing, taking into account the relevant logistical arrangements and the availability of appropriate technological facilities.

22. Do the Avernian courts conduct fully virtual hearings? Do the Zyphorian courts conduct fully virtual hearings?

Both Avernia and Zyphoria permit the use of remote hearing technology in appropriate cases. In Avernia, fully virtual hearings are available before certain courts, including the Supreme Court's International Commercial and Financial Division, subject to the court's directions and the availability of appropriate technological facilities. However, fully virtual hearings remain relatively uncommon in the Avernian court system, accounting for approximately 4% of commercial proceedings. In Zyphoria, the courts have well-established procedures for conducting fully virtual hearings in commercial matters where considered appropriate by the court.

23. Are there sufficient time and funds for the Respondent to obtain – by way of professional help – sufficiently good internet connection and hardware setup?

The Parties agree that the Respondent has sufficient time before the hearing to arrange additional technological support. Certain measures, including engaging specialist IT service providers, leasing dedicated hardware, and securing backup internet connections and power supply, could reasonably be implemented within the available timeframe and would ordinarily improve the stability of the hearing connection. The Respondent is a substantial mining company with ongoing commercial operations and access to ordinary corporate resources.

The Respondent submits that, given the state of the local telecommunications infrastructure, intermittent electricity supply, and the continuing instability of the social environment in Avernia, implementing such measures would impose a significant financial burden and would be onerous and unfair, while still providing no guarantee of a stable connection throughout the hearing.

24. Are the Respondent's witnesses based in Avernia, but outside Avernia's major cities? If so, are they able to travel to a major city at the time of the hearing?

A substantial number of the Respondent's proposed fact witnesses are based in Avernia outside its major cities. The Respondent submits that, while they are able to travel to a major city for future hearings if necessary, the associated travel, accommodation, and logistical expenses, together with the costs of securing appropriate technological support as referred to in paragraph 23 above, would be significant.

25. Aside from the specific disruption caused by the city-wide strike on 12 February 2026, has the Respondent successfully conducted other international video conferences or meetings from its registered office in Port Selene during the period between 1 May 2025 and 1 February 2026?

The Respondent submits that, between 1 May 2025 and 1 February 2026, the Respondent conducted 25 international video conferences and remote business meetings from its registered office in Port Selene. 15 were completed without any material interruption. Of the remaining 10, 4 experienced temporary interruptions caused by intermittent electricity outages, requiring reconnection after approximately 10 to 60 minutes. 3 were disrupted by regional internet service outages affecting the Port Selene business district and were postponed by 1-3 days before they could be resumed or completed. One meeting proceeded only after repeated interruptions by switching to audio-only communication. The final 2 meetings were abandoned altogether following prolonged network instability and were rescheduled several days later.

The Tribunal is aware of a 2019 decision made by a local court in Zyphoria, in which a witness giving evidence remotely experienced repeated connectivity failures and was unable to complete cross-examination. The court excluded the incomplete testimony from the evidentiary record and directed that the witness be recalled in-person at a later hearing.

26. Is remote access still factually in place at the time of the September hearing, or was it already withdrawn/restored at some point between February and July 2026?

The Respondent submits that they have not disturbed, and will maintain, Zenith's remote access to the EcoFlux Nexus Systems till the September 2026 hearing, unless this Tribunal determines otherwise.

27. Is there a time zone difference between Avernia and Zyphoria, and between either Avernia and Zyphoria and Australia? If so, what is the time zone difference?

Using Melbourne time (Australian Eastern Standard Time (AEST), UTC+10) as the reference for the September 2026 hearing, Zyphoria is 8 hours behind (UTC+2) and Avernia is 17 hours behind (UTC−7). The three members of the Tribunal are each located in different time zones, corresponding to Australia, Avernia, and Zyphoria, respectively.

Issue C

28. Apart from the two Purchase Orders annexed to the Collaboration Agreement, had the parties entered into any binding commitments, purchase orders, letters of intent, or other legally enforceable arrangements concerning the remaining facilities listed in Clause 2.2 of the Collaboration Agreement?

Since July 2025, the Parties had been engaged in negotiations regarding similar arrangements for certain of the remaining facilities under the Collaboration Agreement. The negotiations were largely on technical specifications. However, those negotiations gradually ceased following the emergence of the present dispute and were abandoned since the communication on 25 October 2025.

29. During the negotiations in October and November 2024, did the parties discuss why the transactions were split between a "Collaboration Agreement" and separate "Purchase Orders," or was this purely done for administrative convenience?

Exhibits C2 and R2 phrased this matter slightly differently, and there is no contemporaneous written record of those discussions based on evidence submitted to the Tribunal at this stage. According to the Claimant's witness statement (Exhibit C2), the Parties "intended the Collaboration Agreement to establish the general framework for future cooperation, with individual transactions to be implemented through separate Purchase Orders". The Respondent's witness statement (Exhibit R2) states that the Parties intended "all stages of their commercial relationship to be governed by a single and consistent contractual framework".

30. Was there a time interval on 10 December 2024 between the Parties concluding the Agreement, and the Respondent lodging the Purchase Orders (Annexures 1-2)? If so, what was the time interval?

Zenith executed the Collaboration Agreement at 11:00 am local time on 10 December 2024 and transmitted the executed copy to Auron by email and fax. Auron executed the Collaboration Agreement at 8:30 am local time on the same day (corresponding to 5:30 pm local time for Zenith) and returned the executed copy in the same manner. The Purchase Orders were subsequently issued and countersigned, with the process completed at approximately 10:00 am Avernian time (corresponding to 7:00 pm Zyphorian time). The Parties arranged for hard-copy exchanges of the executed documents in the following days.

31. Of the total purchase price of USD 13,670,000 for the two Purchase Orders, what specific dollar amounts were allocated to physical hardware units, AI software licensing, staff training sessions, and initial installation labour?

There was no express division or allocation of the total purchase price between physical hardware units, AI software licensing, staff training sessions, and initial installation labour in the Purchase Orders or any other contractual documents. It is agreed between the Parties that, during the contractual negotiations, the EcoFlux Nexus System was discussed as an integrated package comprising the system units, software components, and related implementation and technical support.

Both Exhibits C2 and R2 state that the Parties understood the essence of the transaction to be associated with the EcoFlux Nexus System itself rather than the installation and training activities, although they describe that understanding in slightly different terms. Exhibit C2 states, the Parties agreed that the principal value of the transaction lay in the sale and delivery of the products, while installation and training were "implementation measures necessary to place the System into operation." By contrast, Exhibit R2 states that the subject matter of this transaction to be "the complete EcoFlux Nexus System which could assist Auron to achieve and maintain the agreed compliance objectives."

<u>Issue D</u>

32. What are the specific ESG obligations and sustainability compliance requirements introduced by the law referred to in paragraph 12 of the Response to the Notice of Arbitration?

The legislation referred to in paragraph 12 of the Response to the Notice of Arbitration forms part of Avernia's recently introduced ESG Reporting and Auditing framework mentioned in paragraph 2(a) of Procedural Order No.1. The legislation establishes a regulatory framework requiring operators of designated industrial facilities to comply with prescribed environmental performance standards and periodic ESG reporting obligations. It is supplemented by an administrative measure issued by the Ministry of Trade and Natural Resources governing the issuance and renewal of mining licences. Under that measure, all existing and new mining licences are subject to a substantive compliance review within three years of its commencement, including periodic sustainability audits.

The legislation and the administrative measure require regulated entities, among other things, to monitor and maintain emissions and wastewater discharge within prescribed regulatory limits; retain and produce operational and environmental data for audit purposes; implement internal ESG reporting and compliance management systems; and submit periodic compliance reports certified by accredited independent auditors. Neither instrument prescribes any particular technology, equipment, or service provider for achieving compliance.

33. When, and by what means, did the Respondent first notify the Claimant of the alleged non-conformity of the goods, and did that notification specify the nature of the alleged defects?

The Respondent contacted the Claimant on a number of occasions to raise concerns regarding the performance of the EcoFlux Nexus System. However, the record submitted to this Tribunal so far does not indicate that the term “non-conformity” was expressly used in those communications.

The record further includes the following statements: Exhibit C2 states that, during the telephone call on 21 January 2026, Mr Solan quoted the Respondent’s leadership as stating that “the system is a total failure and should not be allowed to be sold in Avernia." Exhibit R2 records that, in its communication of 25 October 2025, it was communicated to the Claimant that the Respondent’s leadership was “furious because the goods were not what we contracted for.”

34. Exhibit R4 (Government Document, January 2026) is referenced as imposing a fine and formal warning with a compliance deadline of end-2026. Does this document specify which particular aspects of the EcoFlux System’s performance were found non-compliant (e.g., specific emissions parameters)?

Exhibit R4 records that the relevant authority imposed an administrative fine and issued a formal warning in relation to unusual levels of emissions and wastewater discharge. It also specifies a compliance deadline by the end of 2026 for the Respondent to ensure that the relevant facilities comply with the applicable regulatory requirements. Exhibit R4 does not identify the specific emissions parameters or other technical deficiencies giving rise to the administrative action.

35. Should the word “whether” after “including” be taken to mean that the regular online and onsite optimization services are part of the applicable standard of conformity of goods or are they separate aspects that should be deemed as part of the goods?

The indicated scope of this issue invites the teams to consider: first, whether the updates and optimisations should be considered as part of the goods; and second, whether, irrespective of their characterisation as part of the goods, they are relevant to determining the applicable standard of conformity of the EcoFlux Nexus System. Teams may explore either or both characterisations in their submissions.

36. Prior to executing the Agreement, did Zenith provide Auron with any technical specifications detailing the minimum power and internet bandwidth requirements necessary for the EcoFlux Nexus System to function and meet the promised emission targets?

In addition to paragraph 6 above, the Parties agree that the written record of the Parties’ communications, including Exhibits C2 and R2, do not indicate that the parties expressly agreed upon any specific thresholds, such as minimum internet bandwidth levels or power stability parameters, regarding the operation of the EcoFlux Nexus System.

The Parties further agree that:

- Prior to the execution of the Agreement, Zenith provided Auron with technical information regarding certain operational requirements of the EcoFlux Nexus System. In the written technical materials exchanged at this stage, one described the System's various operating modes and stated that, where unstable operating conditions were detected, the System could enter a Safety Mode, under which certain operational and optimisation functions would be adjusted or restricted and the overall performance of the System could be affected. There were no further communications between the Parties specifically concerning the operation or implications of the Safety Mode.
- Zenith did not conduct a comprehensive technical audit of Auron’s facilities before installation but conducted two trial tests at both facilities before the installation was finalised, as mentioned in paragraph 6 above;
- Auron provided information regarding its facilities and operating environment during the implementation process; and
- Prior to the Agreement, various media reports and public sources referred to infrastructure challenges in Avernia, including instability affecting certain aspects of power and connectivity infrastructure. The majority of these reports were published in local languages of Avernia, while relatively fewer reports were available in English at the relevant time.

37. Do the "optimisation services" proposed by Zenith involve physical alterations and additions to the EcoFlux hardware, or do they consist exclusively of remote software updates and consulting advice?

The Claimant submits that the optimisation options primarily consisted of remote software updates, system adjustments, monitoring, and technical advices intended to improve the performance of the EcoFlux Nexus System. The services were primarily software-based and advisory in nature, focusing on optimisation of the System's operation.

38. How was remote access to the EcoFlux Nexus Systems structured following installation? In particular, was remote connectivity through the EcoFlux Nexus Control Platform integrated into the System's design and necessary for the provision of Zenith's monitoring and optimisation services?

The EcoFlux Nexus Control Platform, as the core unit of the EcoFlux Nexus System, incorporated the functionality necessary for Zenith's remote monitoring and optimisation services. The corresponding units installed at Auron's facilities were configured to operate with this platform, and removal of this connectivity would require fundamental alterations to the System and could significantly affect its intended functioning.

39. How does the EcoFlux Nexus System function in relation to emissions monitoring and optimisation?

The Claimant submits that EcoFlux Nexus System was designed to perform emissions monitoring and optimisation functions, including collecting operational data, analysing performance, and enabling adjustments intended to improve system efficiency.

40. Please confirm whether the description of the EcoFlux Nexus System units as a "turnkey sustainability solution" (referenced in Exhibit R3) was incorporated into the long-term collaboration agreement in Clauses 4 to 7.

This term did not appear in Clauses 4 to 7 of the Collaboration Agreement.

41. Is there any documented representation, beyond Exhibit R3's general reference to a "turnkey sustainability solution," that specifically itemised ongoing/recurring optimisation services as part of the original purchase scope (rather than as new subscriptions offered during 2025 renegotiations)?

Other than Exhibit R3, this phrase was used in Zenith's marketing materials as a general description of its capabilities and services. It appeared, among other places, in Zenith's handouts for the Global Sustainable Industry and Resources Summit 2024 held in Lysander, Meridia.

42. Does Exhibit C5 identify any relationship between the reported infrastructure issues (such as power supply interruptions or connectivity issues) and the reported incidents of emission or wastewater non-compliance?

Exhibit C5 does not provide a complete chronological record of all operational events but highlights significant incidents identified during the relevant period. The report indicates that a number of the reported emission or wastewater non-compliance incidents occurred within a period ranging from several hours to a few days after reported infrastructure issues. Approximately 65% of the incidents identified in the report fell within such a timeframe. The infrastructure-related data referred to in Exhibit C5 was compiled and manually adjusted by the reporting team based on a combination of internal data and publicly available records.

23 July 2026

On behalf of the Tribunal,

Professor Dr. Sophia Lindholm