

**IN THE MATTER OF AN ICC ARBITRATION
ICC ARBITRATION No. 565/23**

**INTERNATIONAL CHAMBER OF COMMERCE
INTERNATIONAL COURT OF ARBITRATION**

Helikon Health, Inc. (U.S.A.)

Claimant

Against

**Parnass Corporation (Greece)
Respondent**

CLARIFICATIONS TO THE MOOT CASE

24 February 2024

1. Request for Arbitration par. 13 states – “External legal advise was given by the international law firm of Noble & Jackson” – which entity did the law firm represent – Helikon, Parnass, Gyrocare? Some or all of them? – **The Executives of Claimant, which is Helikon Health Inc.**
2. Art. XIII of the Contract states that “each party has had (or has been advised to seek) independent legal advise. Did this in fact happen? Did Respondent and Claimant obtain independent legal advice? – **Yes, that has happened.**
3. Was the Tractatus (Answer par. 22) ever communicated to the negotiators for Claimant? – **Yes, that Tractatus was a summary that both parties knew of.**
4. Who drafted the Distributorship Agreement? – **Both parties were involved in drafting the Distributorship Agreement, and both had time to review it before signing.**
5. Regarding the Claimant's proposed arbitrator, Thomas Black, we wished to seek clarification on whether, and to what extent, is there material overlap between the matters in which he has been appointed where the Claimant is/was a party. – **The arbitrator Thomas Black serves as arbitrator in the LCIA case involving Claimant in a dispute that is not related, but which is also a dispute about a distribution contract with other sub-contractors.**