

2026 Int'l Arbitration Trends: Next Steps In Age Of AI, Crypto

By **Katie Gonzalez, Jeffrey Rosenthal and Elisa Zavala** (January 26, 2026)

This is the fifth article in a five-part series discussing international arbitration trends and topics for 2026. This article focuses on the next steps for international arbitration in the age of artificial intelligence and cryptocurrency.

In 2025, AI became an acute area of interest for the international arbitration community, which focused on utilizing new AI capabilities as a means of recognizing additional efficiencies in the arbitral process.[1]

In 2026, arbitration practitioners will likely continue to develop new ways of integrating AI into their cases, including, for example, through the American Arbitration Association-International Centre for Dispute Resolution's recently released "AI Arbitrator" function. But as the usage of AI continues to expand, new challenges develop. Driven by concerns about the use of AI and confidentiality of information provided to large language models, arbitration institutions and organizations have sought to develop guidance for the usage of AI in arbitration proceedings.

Just as new and emerging technology like AI is used to enhance the arbitration process, such technologies are also providing novel battlegrounds for disputes. In the cryptocurrency space, 2026 is likely to see an influx of arbitrations as the result of the widespread adoption of arbitration as the preferred dispute resolution mechanism of crypto companies and exchange platforms. However, recent decisions in the U.S. and Canada suggest that courts may take a critical view of the enforceability of arbitration agreements in crypto exchange agreements, which are often presented within terms of use for parties using a particular platform.

AI Promoted from Assistant to Adjudicator

One of 2026's most significant developments will likely be the emerging use of AI systems that are designed not merely to assist the procedural aspects of an arbitration, but to perform adjudicative functions. In late 2025, the AAA-ICDR launched an "AI Arbitrator" to "evaluate the merits of claims, generate explainable recommendations, and prepare draft awards." [2] The tool is currently limited to documents-only construction cases, which, under the AAA-ICDR rules, are limited to \$25,000 in dispute, and human arbitrators will review and validate or revise AI-generated decisions before finalization. [3]

According to the AAA-ICDR, the AI Arbitrator is "[t]rained on more than 1,500 construction awards and refined with expert-labeled examples," [4] and could result in cost savings "start[ing] at 35-45%," coupled with an expedited time frame for final resolution. [5] The AAA-ICDR has already suggested that the AI Arbitrator tool could be extended to "additional industries, dispute types, and higher value claims" in 2026. [6]

However, some commentators have expressed concern that AI-as-arbitrator tools will be ill-



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suited to handle complex cases because the models work best when "extensive case law is available and factual and legal scenarios are comparable and repetitive," which may not necessarily be the case in particularly complex or novel disputes.[7] As the AI Arbitrator is implemented in cases this year, it will be interesting to monitor its usage and functionality, and whether its adoption extends to larger, and other types of, disputes.

Promulgation of New Guidelines for Monitoring AI Usage

AI's rapid evolution has also spurred a need for new rules to govern its use in international arbitration.

A number of arbitration institutions and organizations promulgated new guidelines in 2025 attempting to address the implementation of AI in the arbitration process, particularly as it relates to disclosing AI usage.

For example, the Chartered Institute of Arbitrators published its inaugural guidelines on the use of AI in arbitration in September. The guidelines promote flexibility surrounding disclosure of AI use by parties, including language like "[d]isclosure of the use of an AI tool may be required" and "arbitrators may impose certain AI-related disclosure obligations." [8]

The goal of disclosure is described as helping "ensure transparency" and "preserve the integrity of the arbitration and/or the validity and enforceability of the award." [9] The guidelines list a few specific situations when such disclosure may be required, including, for example, if AI use "may have an impact on evidence, the outcome of the arbitration, or otherwise involve a delegation of an express duty towards the arbitrators or any other party." [10]

The CIArb's guidelines were similarly permissive with respect to disclosure of arbitrators' use of AI, stating that "[u]nless otherwise agreed by the parties, the arbitrators are encouraged to consult with the parties on the use of any AI tool." [11] The AAA-ICDR's "Guidance on Arbitrator Use of AI Tools," released in March, was slightly more prescriptive, finding that "[a]rbitrators should disclose their use of generative AI tools when such use materially impacts the arbitration process or the reasoning underlying their decisions." [12]

This language is similar to the Silicon Valley Arbitration and Mediation Center's guidelines published in 2024, which articulate a "duty" for arbitrators "to disclose any reliance on AI-generated outputs outside the record that influence their understanding of the case." [13]

Although these guidelines are relatively new, there has been at least one challenge of an arbitral award on the grounds that the arbitrator failed to disclose his own use of AI in drafting an award. [14]

In *LaPaglia v. Valve Corp.*, petitioner John LaPaglia argued in a motion to vacate that the undisclosed use of AI by the sole arbitrator in drafting the final award meant the arbitrator exceeded his powers, because "the parties' expectations [were that there would be] a well-reasoned decision rendered by a human arbitrator." [15]

On Dec. 9, the U.S. District Court for the Southern District of California dismissed the motion to vacate for lack of subject matter jurisdiction, declining to reach the petitioner's substantive arguments. [16] This case demonstrates, however, that the undisclosed use of AI may be invoked by parties seeking to identify a ground to vacate, and whether such challenges are successful in the future will be an interesting issue to monitor.

Challenges Evolve in Crypto-Related Arbitration

While enforceability concerns have started to arise regarding the use of AI in arbitration, relatively new technologies — like cryptocurrency — have provided fertile grounds for disputes, and similarly have been met with enforceability challenges.[17]

In April, Binance, a cryptocurrency exchange platform, faced setbacks in its efforts to enforce arbitration clauses contained in its terms of use when the U.S. District Court for the Southern District of New York partially denied Binance's motion to compel arbitration in a putative securities class action.[18] The court found that plaintiffs who had signed the 2017 terms of use did not have constructive notice of the arbitration agreement added in 2019, and therefore did not manifest their consent to arbitration.[19]

Courts in Canada have taken a similarly stringent approach to arbitration clauses. In 2024, the Ontario Court of Appeal upheld a decision that found Binance's arbitration agreement void as contrary to public policy and unconscionable.[20]

When a Binance-related entity, Nest, initiated Hong Kong International Arbitration Centre arbitration proceedings against certain plaintiffs from the Ontario class action, those plaintiffs sought relief before the Ontario Superior Court of Justice. On Nov. 21, the Ontario Superior Court of Justice granted an antisuit injunction against several Binance entities, including Nest, enjoining them from pursuing arbitration against the plaintiffs.[21]

Since crypto companies and exchanges often include arbitration agreements in their terms of use, there are likely to be further challenges to such obligations to arbitrate in 2026.[22] To the extent such disputes are arbitrable, they may present sui generis challenges, including those that arise from the pseudonymity and the decentralized nature of blockchain transactions, which can lead to difficulty identifying parties and enforcing awards once issued.[23]

Adapting to AI and Other Technology Challenges

The increased use of AI and blockchain technologies will continue in 2026, and arbitration will be called upon to evolve. Building expertise in blockchain functionality, cryptography and decentralized finance protocols will be important for effectively handling disputes involving these new technologies, and preempting attacks on their enforceability.[24]

Similarly, as AI systems take on adjudicative roles, arbitrators and practitioners should consider AI-related issues at the outset of their cases, understanding both the power and limitations of large language models.

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[1] See Cleary Gottlieb, International Arbitration Trends and Topics for 2025 (Jan. 6, 2025) <https://www.clearygottlieb.com/-/media/files/alert-memos-2025/international-arbitration-trends-and-topics-for-2025.pdf>.

[2] Press Release, American Arbitration Association–International Centre for Dispute Resolution, AAA-ICDR to Launch AI-Native Arbitrator, Transforming Dispute Resolution (Sept. 17, 2025), <https://www.adr.org/press-releases/aaa-icdr-to-launch-ai-native-arbitrator-transforming-dispute-resolution/>.

[3] Id. See also AI Led Arbitration Rules, American Arbitration Association (Nov. 20, 2025), https://www.adr.org/media/e20hq04d/ai-led_arbitration_rules.pdf.

[4] Press Release, American Arbitration Association–International Centre for Dispute Resolution, AAA-ICDR to Launch AI-Native Arbitrator, Transforming Dispute Resolution (Sep. 17, 2025), <https://www.adr.org/press-releases/aaa-icdr-to-launch-ai-native-arbitrator-transforming-dispute-resolution/>.

[5] AI Arbitrator, American Arbitration Association (2025), <https://www.adr.org/ai-arbitrator/>.

[6] Press Release, American Arbitration Association–International Centre for Dispute Resolution, AAA-ICDR to Launch AI-Native Arbitrator, Transforming Dispute Resolution (Sept. 17, 2025), <https://www.adr.org/press-releases/aaa-icdr-to-launch-ai-native-arbitrator-transforming-dispute-resolution/>.

[7] Janine Haesler & Tim Isler, Navigating the Main Impacts of Artificial Intelligence in International Arbitration: Insights from the ICC YAAF Workshop, Kluwer Arb. Blog (Mar. 17, 2024), <https://legalblogs.wolterskluwer.com/arbitration-blog/navigating-the-main-impacts-of-artificial-intelligence-in-international-arbitration-insights-from-the-icc-yaaf-workshop/>.

[8] See, e.g., Cristen Bauer et al., Guideline on the Use of AI in Arbitration arts. 7.1 – 7.3 (Chartered Inst. of Arbs., Sep. 2025), https://www.ciarb.org/media/bpndtcgu/guideline-on-the-use-of-ai-in-arbitration_updated-sept-2025.pdf.

[9] Id. at art. 7.2.

[10] Id. at art. 7.1.

[11] Id. at art. 9.1. Other recently released AI guidelines are similarly permissive. See, e.g., Association of Arbitrators (Southern Africa), Guidelines on the Use of Artificial Intelligence in Arbitrations and Adjudications rule 12.2, <https://www.arbitrators.co.za/resources/ai-guidelines/> ("The use of AI and AI Tools may be covered in the Agreement or clarified by the Tribunal with the Parties. The Tribunal, the Parties, their representatives or witnesses should consider whether it is appropriate to disclose any other use of AI and AI Tools, and the nature and extent of such use."); Vienna International Arbitral Centre, VIAC Note on the Use of Artificial Intelligence in Arbitration Proceedings (Apr. 2025), <https://www.viac.eu/wp-content/uploads/2025/04/VIAC-Note-on-AI-1.pdf>, Rule 5.1 (Arbitrators "may wish to discuss in the case management conference, the potential use of AI in the proceedings, the requirement of disclosure as well as the potential impact of AI on the arbitration timeline and costs.").

[12] AAA-ICDR Guidance on Arbitrators' Use of AI Tools, American Arbitration Association (Mar. 2025), https://go.adr.org/rs/294-SFS-516/images/2025_AAA-

ICDR%20Guidance%20on%20Arbitrators%20Use%20of%20AI%20Tools%20%282%29.pdf?version=0.

[13] Silicon Valley Arbitration & Mediation Center, SVAMC Guidelines on the Use of Artificial Intelligence in Arbitration at 7 (Apr. 30, 2024), <https://svamc.org/wp-content/uploads/SVAMC-AI-Guidelines-First-Edition.pdf>.

[14] Tom Jones, Arbitrator Accused of Relying on AI, Global Arbitration Review (May 15, 2025), <https://globalarbitrationreview.com/article/arbitrator-accused-of-relying-ai>; Petition to Vacate Arbitration Award, LaPaglia v. Valve Corp., No. 25CV0833 DDL (S.D. Cal. Apr. 8, 2025).

[15] Pet. to Vacate Arbitration Award at 9, LaPaglia v. Valve Corp., No. 25CV0833 DDL (S.D. Cal. Apr. 8, 2025).

[16] LaPaglia v. Valve Corp., No. 25CV0833 DDL, 2025 WL 2527053, at *3-7 (S.D. Cal. Dec. 9, 2025).

[17] Edward Taylor, Jennifer Wu & Zach Li, Crypto Arbitration: A Survival Guide, Kluwer Arb. Blog (Sep. 29, 2022), <https://legalblogs.wolterskluwer.com/arbitration-blog/crypto-arbitration-a-survival-guide/> ("If a Crypto Arbitration is seated in [a jurisdiction that heavily regulates or bans cryptocurrency use], or enforcement of an award is sought there, national courts may rule that crypto disputes are not arbitrable or deny enforcement of awards on public policy grounds.").

[18] Caroline Simson, Binance Can't Send All Investors' Claims To Arbitration, Law360 (Apr. 2, 2025), <https://www.law360.com/articles/2318171>.

[19] See id.

[20] Tom Jones, Canadian court restrains Binance's HKIAC case, Global Arbitration Review (Dec. 8, 2025), <https://globalarbitrationreview.com/article/canadian-court-restrains-binances-hkiac-case>.

[21] See id.; Mot. for Anti-Suit Inj., Lochan. v. Binance Holdings Ltd., No. CV-22-00683059-00CP (Ont. Sup. Ct. Just., Nov. 21, 2025).

[22] The advent of smart contracts – self-executing computer code that "automatically carries out obligations when pre-defined conditions are met – raises interesting and untested questions about whether arbitration clauses contained in code satisfies the in-writing requirement found in many domestic arbitration laws. Claudius Pietzcker, Three Common Misunderstandings about Arbitration in the Blockchain Ecosystem, HIALSA Blog (Jan. 29, 2025), <https://orgs.law.harvard.edu/hialsa/2025/01/29/three-common-misunderstandings-about-arbitration-in-the-blockchain-ecosystem-by-claudius-pietzcker/>.

[23] See, e.g., Katerina Makri, Blockchain Arbitration: Navigating the Interface Between Digital Code and Legal Order, 21 Teorija ir Praktika 13, 14–16 (2025) (noting that questions remain as to "whether the absence of annulment or appellate mechanisms in decentralised protocols fatally undermines enforceability. . . . [D]isputes raise issues that strain the interpretative and procedural capacities of courts and tribunals accustomed to textual contracts and centralised systems."), [https://www.arbitrazas.lt/failai/2025/metrastis/2.%20Blockchain%20Arbitration%20\(Makri\).pdf](https://www.arbitrazas.lt/failai/2025/metrastis/2.%20Blockchain%20Arbitration%20(Makri).pdf); Michael Buchwald, Smart Contract Dispute Resolution: The Inescapable

Flaws of Blockchain-Based Arbitration, 168 U. Pa. L. Rev. 1370, 1400-03 (Comment) (2020).

[24] This has resulted in the formation of at least one specialized tribunal, the International Tribunal of the Blockchain Arbitration and Commerce Society, to provide a standing source of competent adjudicators. <https://bacsociety.com/en/international-court/>.