



**Arbitration  
Center**

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at the Institute  
of Modern  
Arbitration

**Approved  
by the General Meeting of Founders**

**Minutes of the Meeting No. 7  
dated December 20, 2016  
(as amended on September 20, 2017)**

## **ARBITRATION RULES**

**Arbitration Center**

**at the Autonomous Non-Profit Organisation “Institute of Modern Arbitration”**

**Moscow, 2017**

**[www.centerarbitr.ru](http://www.centerarbitr.ru)**

## CONTENTS:

<b>RECOMMENDED ARBITRATION CLAUSES .....</b>	<b>5</b>
<b>PREAMBLE .....</b>	<b>10</b>
<b>CHAPTER 1. GENERAL PROVISIONS.....</b>	<b>11</b>
<i>Article 1. Arbitration Center .....</i>	<i>11</i>
<i>Article 2. Arbitration Rules .....</i>	<i>11</i>
<i>Article 3. Terms and Definitions.....</i>	<i>12</i>
<i>Article 4. Functions of Arbitration Center .....</i>	<i>12</i>
<i>Article 5. Arbitration Administered by the Arbitration Center .....</i>	<i>12</i>
<i>Article 6. Procedure of Exchange of Written Documents .....</i>	<i>13</i>
<i>Article 7. Terms (Time Periods) .....</i>	<i>14</i>
<i>Article 8. Waiver of the Right to Object .....</i>	<i>14</i>
<i>Article 9. Value of Claim .....</i>	<i>15</i>
<b>CHAPTER 2. COMMENCEMENT OF ARBITRATION.....</b>	<b>15</b>
<i>Article 10. Request for Arbitration.....</i>	<i>15</i>
<i>Article 11. Suspension of the Request.....</i>	<i>17</i>
<i>Article 12. Answer to the Request.....</i>	<i>17</i>
<b>CHAPTER 3. CONSTITUTION OF THE ARBITRAL TRIBUNAL .....</b>	<b>19</b>
<i>Article 13. Arbitrators and the Arbitral Tribunal .....</i>	<i>19</i>
<i>Article 14. Sole Arbitrator.....</i>	<i>20</i>
<i>Article 15. Panel of Arbitrators.....</i>	<i>21</i>
<i>Article 16. Multi-party Appointment of the Arbitral Tribunal .....</i>	<i>22</i>
<i>Article 17. Challenge of Arbitrators.....</i>	<i>22</i>
<i>Article 18. Termination of the Arbitrator's Mandate.....</i>	<i>23</i>
<i>Article 19. Appointment of a Substitute Arbitrator.....</i>	<i>24</i>
<b>CHAPTER 4. CONDUCT OF ARBITRATION .....</b>	<b>24</b>
<i>Article 20. Principles of Arbitration.....</i>	<i>24</i>
<i>Article 21. Preparation of Arbitration and Timetable of Arbitration Proceedings .....</i>	<i>24</i>
<i>Article 22. Seat of Arbitration and Venue of Oral Hearings.....</i>	<i>26</i>
<i>Article 23. The Law Applicable to the Merits of Dispute .....</i>	<i>26</i>
<i>Article 24. Confidentiality of Arbitration .....</i>	<i>27</i>
<i>Article 25. Language of Arbitration .....</i>	<i>28</i>
<i>Article 26. Period of Arbitration .....</i>	<i>28</i>
<i>Article 27. Claim .....</i>	<i>28</i>
<i>Article 28. Response to the Claim .....</i>	<i>29</i>
<i>Article 29. Counterclaim .....</i>	<i>29</i>
<i>Article 30. Amending or Supplementing the Claim or the Response .....</i>	<i>30</i>
<i>Article 31. Acknowledgement of the Claim and Withdrawal of the Claim.....</i>	<i>30</i>
<i>Article 32. Multiple Claims .....</i>	<i>31</i>
<i>Article 33. Consolidation of Arbitration Proceedings .....</i>	<i>31</i>
<i>Article 34. Representation of Parties and Third Parties.....</i>	<i>32</i>
<i>Article 35. Multi-party Arbitration.....</i>	<i>33</i>
<i>Article 36. Third Parties.....</i>	<i>35</i>
<i>Article 37. Presentation of Evidence .....</i>	<i>35</i>

<i>Article 38. Assistance of Courts in Obtaining the Evidence.....</i>	<i>36</i>
<i>Article 39. Oral Hearings and Written Proceedings.....</i>	<i>36</i>
<i>Article 40. Assistants to the Arbitral Tribunal .....</i>	<i>36</i>
<i>Article 41. Record of Oral Hearings .....</i>	<i>37</i>
<i>Article 42. Postponement of Oral Hearings .....</i>	<i>37</i>
<i>Article 43. Suspension of Arbitration .....</i>	<i>38</i>
<i>Article 44. Experts .....</i>	<i>38</i>
<i>Article 45. Witnesses .....</i>	<i>39</i>
<b>CHAPTER 5. INTERIM MEASURES .....</b>	<b>40</b>
<i>Article 46. Interim Measures .....</i>	<i>40</i>
<i>Article 47. Application for Interim Measures.....</i>	<i>40</i>
<i>Article 48. Procedure for Introducing, Amending and Cancelling Interim Measures.....</i>	<i>40</i>
<i>Article 49. Procedure for Introducing Interim Measures Prior to the Constitution of the Arbitral Tribunal .....</i>	<i>41</i>
<i>Article 50. Enforcement of the Arbitral Tribunal’s Order Granting Interim Measures ...</i>	<i>41</i>
<i>Article 51. Interim Measures Granted by State Courts with Respect to Arbitration .....</i>	<i>42</i>
<b>CHAPTER 6. ARBITRAL AWARDS AND ORDERS .....</b>	<b>42</b>
<i>Article 52. Rendering of the Arbitral Award .....</i>	<i>42</i>
<i>Article 53. Form and Contents of the Arbitral Award.....</i>	<i>42</i>
<i>Article 54. Arbitral Award on Agreed Terms (Settlement).....</i>	<i>43</i>
<i>Article 55. Application for Mediation .....</i>	<i>43</i>
<i>Article 56. Correction and Interpretation of the Arbitral Award.....</i>	<i>44</i>
<i>Article 57. Additional Award.....</i>	<i>44</i>
<i>Article 58. Challenging the Arbitral Award .....</i>	<i>44</i>
<i>Article 59. Enforcement of the Arbitral Award .....</i>	<i>44</i>
<i>Article 60. Termination of Arbitration .....</i>	<i>45</i>
<i>Article 61. Orders .....</i>	<i>46</i>
<i>Article 62. Custody of Arbitral Awards, Orders for Termination of Arbitration and Case Files .....</i>	<i>46</i>
<b>CHAPTER 7. EXPEDITED ARBITRATION.....</b>	<b>46</b>
<i>Article 63. General Provisions on Expedited Arbitration .....</i>	<i>46</i>
<i>Article 64. Grounds for Application of Expedited Arbitration.....</i>	<i>47</i>
<i>Article 65. Commencement of Expedited Arbitration.....</i>	<i>47</i>
<i>Article 66. Constitution of the Arbitral Tribunal under Expedited Arbitration .....</i>	<i>47</i>
<i>Article 67. Conduct of Expedited Arbitration.....</i>	<i>48</i>
<i>Article 68. Arbitral Award under Expedited Arbitration .....</i>	<i>48</i>
<b>CHAPTER 8. RULES ON ARBITRATION OF CORPORATE DISPUTES .....</b>	<b>49</b>
<i>Article 69. General Provisions on the Rules on Arbitration of Corporate Disputes .....</i>	<i>49</i>
<i>Article 70. Arbitration Agreement with Respect to Corporate Disputes.....</i>	<i>50</i>
<i>Article 71. Commencement of Arbitration of a Corporate Dispute .....</i>	<i>51</i>
<i>Article 72. Commencement of Arbitration by a Participant on behalf of the Legal Entity .....</i>	<i>52</i>
<i>Article 73. Notifications and Information on the Commencement of Arbitration of a Corporate Dispute .....</i>	<i>53</i>
<i>Article 74. Joining a Corporate Dispute .....</i>	<i>54</i>

<i>Article 75. Consolidation of Proceedings under Corporate Disputes .....</i>	<i>56</i>
<i>Article 76. Constitution of the Arbitral Tribunal in Arbitration of a Corporate Dispute .....</i>	<i>56</i>
<i>Article 77. Preparation of the Arbitration and the Timetable of Arbitration Proceedings under a Corporate Dispute.....</i>	<i>57</i>
<i>Article 78. Notification of the Course of Arbitration of a Corporate Dispute .....</i>	<i>57</i>
<i>Article 79. Special Rules for Withdrawal of Claim, Admission of Claim and Execution of a Settlement Agreement under a Corporate Dispute.....</i>	<i>58</i>
<i>Article 80. Interim Measures in Corporate Disputes .....</i>	<i>58</i>
<i>Article 81. Arbitral Award in a Corporate Dispute .....</i>	<i>59</i>
<i>Article 82. Transitional Provisions .....</i>	<i>59</i>
<b>CHAPTER 9. MISCELLANEOUS .....</b>	<b>59</b>
<i>Article 83. Objections to the Arbitral Tribunal’s Jurisdiction .....</i>	<i>59</i>
<i>Article 84. Liability of Arbitrators.....</i>	<i>60</i>
<i>Article 85. Liability of the Institute.....</i>	<i>60</i>
<b>RULES ON ARBITRATION FEES AND ARBITRATION COSTS.....</b>	<b>61</b>
<i>Article 1. General Provisions .....</i>	<i>61</i>
<i>Article 2. Registration Fee.....</i>	<i>62</i>
<i>Article 3. Arbitration Fee .....</i>	<i>62</i>
<i>Article 4. Ad Valorem Arbitration Fee .....</i>	<i>62</i>
<i>Article 5. Arbitration Fee Calculated at Hourly Rates .....</i>	<i>63</i>
<i>Article 6. Arbitration Fee for Arbitration of Corporate Disputes.....</i>	<i>64</i>
<i>Article 7. Terms of Payment of the Arbitration Fee .....</i>	<i>65</i>
<i>Article 8. Decrease of the Arbitration Fee due to Early Termination of Arbitration .....</i>	<i>65</i>
<i>Article 9. Payment of the Arbitration Fee in Case of Consolidation of Arbitration Proceedings .....</i>	<i>66</i>
<i>Article 10. Advance Payment of the Arbitration Costs.....</i>	<i>66</i>
<i>Article 11. Arbitration Costs .....</i>	<i>66</i>
<i>Article 12. Payment of the Arbitration Fee and Arbitration Costs .....</i>	<i>67</i>
<i>Article 13. Allocation of the Arbitration Fee and Arbitration Costs between the Parties .....</i>	<i>67</i>
<i>Article 14. Costs Incurred by the Parties .....</i>	<i>68</i>
<i>Article 15. Schedule of Arbitration Fees .....</i>	<i>68</i>
<b>INTERNAL RULES OF THE ARBITRATION CENTER .....</b>	<b>72</b>
<i>Article 1. Structure of Arbitration Center .....</i>	<i>72</i>
<i>Article 2. Board .....</i>	<i>72</i>
<i>Article 3. Administrative Office .....</i>	<i>73</i>
<i>Article 4. Executive Administrator .....</i>	<i>74</i>
<i>Article 5. Arbitrators .....</i>	<i>74</i>
<i>Article 6. Unified Recommended List of Arbitrators and Additional Databases of Professionals .....</i>	<i>75</i>
<i>Article 7. Prohibition of Conflict of Interests .....</i>	<i>75</i>
<b>ARBITRAL TRIBUNAL’S MODEL ORDER ON THE TIMETABLE OF ARBITRATION PROCEEDINGS .....</b>	<b>78</b>
<b>NOTICE OF ARBITRATION OF A CORPORATE DISPUTE.....</b>	<b>82</b>
<b>APPLICATION TO JOIN THE ARBITRATION OF A CORPORATE DISPUTE .....</b>	<b>83</b>

## RECOMMENDED ARBITRATION CLAUSES

### ***1. The standard recommended arbitration clause:***

“Any and all disputes, controversies or claims arising out of or in connection with this Contract, or a breach, termination or invalidity hereof, shall be settled by arbitration at the Arbitration Center at the Autonomous Non-Profit Organisation “Institute of Modern Arbitration” in accordance with the Arbitration Rules.

The Parties agree that for the purposes of sending written submissions, notifications and other written documents the following e-mail addresses shall be used:

***[name of the Party]***: *[e-mail address]*

***[name of the Party]***: *[e-mail address]*

In the event of change of the e-mail address specified above the Party shall immediately notify the other Party of such change and, if the arbitration has already commenced, also notify the Arbitration Center at the Autonomous Non-Profit Organisation “Institute of Modern Arbitration”. If such notice is not given, the Party failing to give notice shall be responsible for any written submissions, notifications and other written documents being sent to a wrong e-mail address.

The Parties hereby agree to be bound by and to voluntarily perform the arbitral award.”

### ***2. The recommended arbitration clause for expedited arbitration for claims under thirty million (30,000,000) Rubles for arbitration of domestic disputes, and under five hundred thousand (500,000) US Dollars for international commercial arbitration:***

“Any and all disputes, controversies or claims arising out of or in connection with this Contract, or a breach, termination or invalidity hereof, shall be settled by arbitration in accordance with the Arbitration Rules for Domestic Disputes of the Arbitration Center at the Autonomous Non-Profit Organisation “Institute of Modern Arbitration”.

The Parties agree that disputes for claims under thirty million (30,000,000) Rubles for arbitration of domestic disputes, and under five hundred thousand (500,000) US Dollars for international commercial arbitration shall be resolved in accordance with the expedited arbitration procedure under Chapter 7 of the Arbitration Rules.

The Parties hereby agree that no oral hearings shall be held under the expedited arbitration procedure.

The Parties agree that for the purposes of sending written submissions, notifications and other written documents the following e-mail addresses shall be used:

***[name of the Party]***: *[e-mail address]*

***[name of the Party]***: *[e-mail address]*

In the event of change of the e-mail address specified above the Party shall immediately notify the other Party of such change and, if the arbitration has already commenced, also notify the Arbitration Center at the Autonomous Non-Profit Organisation “Institute of Modern

Arbitration”. Otherwise, the Party failing to give notice shall be responsible for any written submissions, notifications and other written documents being sent to it to a wrong e-mail address.

The Parties hereby agree to be bound by and to voluntarily perform the arbitral award.”

**3. Recommended arbitration clauses with respect to corporate disputes to be resolved in accordance with the rules on arbitration of corporate disputes (Chapter 8 of the Arbitration Rules):**

**The arbitration clause recommended for execution by all participants in a legal entity and the legal entity itself (in the form of a separate document, part of a participants’ (shareholders’) agreement, a corporate agreement, etc.)<sup>1</sup>**

“Any and all disputes, controversies or claims related to the incorporation of [*full name of the legal entity, with respect to which the arbitration agreement is made, specifying its Primary State Registration Number*] (hereinafter, the “**Legal Entity**”), management thereof or participation therein, between (as parties and/or participants to the dispute, controversy or claim) [*specify the relevant term: participants, shareholders, partners, founders, members*], the Legal Entity itself, as well as other persons who consented to be bound by this arbitration agreement [*it is possible to specify the details of another person as party to the arbitration agreement*], shall be resolved by arbitration administered by the Arbitration Center at the Autonomous Non-Profit Organisation “Institute of Modern Arbitration” in accordance with the Arbitration Rules.

Persons who are not party hereto, but who enter into legal relations with the Legal Entity (the Legal Entity’s counterparties) may consent to be bound by this arbitration agreement by way of entering into the respective arbitration agreement with the Legal Entity.

The Parties undertake to voluntarily perform the arbitral award.”

**The arbitration clause recommended for inclusion into the charter (articles of association) of the legal entity<sup>2</sup>**

“Any and all disputes, controversies or claims related to the incorporation of the Legal Entity, the management thereof or the participation therein, between (as parties and/or participants to the dispute, controversy or claim) [*specify the relevant term: participants, shareholders, partners, founders, members*], the Legal Entity itself, as well as other persons who consented to be bound by this arbitration agreement, shall be resolved by arbitration administered by the Arbitration Center at the Autonomous Non-Profit Organisation “Institute of Modern Arbitration” in accordance with the Arbitration Rules.

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<sup>1</sup> To be executed by all participants in the legal entity, the legal entity itself and other persons who consented to be bound by such an arbitration agreement. This arbitration clause may also be incorporated into an agreement between the legal entity and other person or entity (the legal entity’s counterparty) for execution by all participants in the legal entity (in addition to the standard recommended arbitration clause executed between the legal entity and another person).

<sup>2</sup> This clause cannot be introduced into the charter (articles of association) of a joint-stock company with a thousand or more shareholders with voting shares, or into the charter (articles of association) of a public joint-stock company.

A charter (articles of association) incorporating such an arbitration clause, or the amendments to the charter (articles of association) incorporating such an arbitration clause, as well as any amendments into such an arbitration clause shall be subject to approval by the resolution of the legal entity’s supreme body (the participants’ meeting) made unanimously by all participants in the legal entity.

Persons who are not party hereto, but who enter into legal relations with the Legal Entity (the Legal Entity's counterparties) may consent to be bound by this arbitration agreement by way of entering into the respective arbitration agreement with the Legal Entity.

This arbitration agreement also applies to persons holding the office of the Legal Entity's sole executive body and members of the Legal Entity's collective executive bodies.

The Parties undertake to voluntarily perform the arbitral award."

**The arbitration clause recommended for execution by the legal entity and another person or entity (the legal entity's counterparty) desiring to be bound by the arbitration agreement made with respect to the legal entity:**

"Any and all disputes, controversies or claims arising from this Agreement or in connection herewith, including those related to its breach, execution, amendment, termination or invalidity, shall be resolved by arbitration administered by the Arbitration Center at the Autonomous Non-Profit Organisation "Institute of Modern Arbitration" in accordance with the Arbitration Rules.

The Parties agree that for the purposes of sending written submissions, notifications and other written documents the following e-mail addresses shall be used:

**[name of the Party]:** [e-mail address]

**[name of the Party]:** [e-mail address]

In the event of change of the e-mail address specified above the Party shall immediately notify the other Party of such change and, if the arbitration has already commenced, also notify the Arbitration Center at the Autonomous Non-Profit Organisation "Institute of Modern Arbitration". Otherwise, the Party failing to give notice shall be responsible for any written submissions, notifications and other written documents being sent to it to a wrong e-mail address.

The Parties agree to be covered and bound by the arbitration agreement executed with respect to [*specify the name of the legal entity or the party the legal entity is acting as within the legal relationship in question*] the resolution of any and all disputes concerning its incorporation, the management thereof and participation therein, including disputes under claims of its participants seeking to invalidate the transactions made thereby, by arbitration administered by the Arbitration Center at the Autonomous Non-Profit Organisation "Institute of Modern Arbitration" in accordance with the Arbitration Rules.

The Parties undertake to voluntarily perform the arbitral award."

**4. Potential additions and direct (special) agreements that may be incorporated into the text of the recommended arbitration clause:**

- 1) The Arbitral Tribunal shall be composed of [●] arbitrators [it is possible to specify the number of arbitrators or the full names of specific arbitrators].
- 2) The seat of arbitration shall be: [●] [it is possible to specify country and/or city].
- 3) The venue of the oral hearings shall be: [●].
- 4) This contract shall be governed by the substantive law of [●].
- 5) The following language shall be used in the arbitration: [●].

6) The Parties shall agree to the application of hourly rates set forth by the Arbitration Rules to the calculation of the arbitration fee.

7) *Direct (special) agreement to waive the right to file challenges with competent courts in case of the Board's refusal to grant the challenge:*

The Parties directly (specially) agree that if the challenge of an arbitrator is not granted by the Board in accordance with the Arbitration Rules, the challenging Party may not file an application seeking to have the challenge granted with a competent court.

8) *Direct (special) agreement to waive the right to file applications on the Arbitral Tribunal's lack of jurisdiction in case the Arbitral Tribunal found it has jurisdiction, with competent courts:*

The Parties directly (specially) agree that if the Arbitral Tribunal holds that it has jurisdiction as a preliminary matter, the Parties may not file applications on the Arbitral Tribunal's lack of jurisdiction with a competent court.

9) *Direct (special) agreement to hold no oral hearings under disputes between the Parties (where the Parties wish to exclude oral hearings in the standard arbitration procedure):<sup>3</sup>*

The Parties directly (specially) agree that no oral hearings shall be held as part of the arbitration.

10) *Direct (special) agreement on the election (appointment) of arbitrators only from the recommended list of arbitrators of the Arbitration Center at the Autonomous Non-Profit Organisation "Institute of Modern Arbitration":*

The Parties directly (specially) agree that the arbitrators for the dispute shall be elected (appointed) only from the recommended list of arbitrators of the Arbitration Center at the Autonomous Non-Profit Organisation "Institute of Modern Arbitration".

11) *Direct (special) agreement on the finality and irreversibility of the arbitral award:*

The Parties directly (specially) agree that the arbitral award is final for the parties and is not subject to annulment.

## CHOICE OF COURT AGREEMENTS

### ***Agreements to change the territorial jurisdiction of state courts over applications for recognition and enforcement of arbitral awards (issuance of enforcement orders):<sup>4</sup>***

1) *Agreements to change the jurisdiction over cases on the annulment of arbitral awards:*

The Parties agree that an application for annulment of the arbitral award shall be referred to an *arbitrazh* (commercial) court (**or** a district court) at the location (**or** domicile) of the

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<sup>3</sup> In case of expedited arbitration, this direct (special) agreement is already included into the recommended arbitration clause for expedited arbitration for claims under thirty million (30,000,000) Rubles for arbitration of domestic disputes, and under five hundred thousand (500,000) US Dollars for international commercial arbitration.

<sup>4</sup> The Parties may execute an agreement to change the jurisdiction over one category of cases (paras. 1-3) and both categories (para. 4).

Party, against which such an arbitral award is issued (**or** the Party in whose favour such an arbitral award is issued).

- 2) *Agreements to change the jurisdiction over cases on the enforcement of an arbitral award (issuance of the enforcement order) at the location of the Party in whose favour such an arbitral award is rendered:*

The Parties agree that an application for the issuance of an enforcement order for the enforcement of the arbitral award shall be subject to the jurisdiction of an *arbitrazh* (commercial) court (**or** a district court) at the location (**or** domicile) of the Party in whose favour such an arbitral award is rendered.

- 3) *Agreements to change the jurisdiction over cases on the enforcement of arbitral awards (issuance of the enforcement order) at the seat of arbitration:*

The Parties agree that applications for the issuance of enforcement orders for the enforcement of the arbitral award shall be subject to the jurisdiction of an *arbitrazh* (commercial) court of the constituent entity of the Russian Federation (**or** a district court), in whose territory the arbitral award was rendered.

- 4) *Agreements to change the jurisdiction over both categories of cases at the location of the Party in whose favour such an arbitral award is rendered:*

The Parties agree that applications for the annulment of the arbitral award, as well as on the issuance of enforcement orders for enforcement of the arbitral award shall be subject to the jurisdiction of an *arbitrazh* (commercial) court (**or** a district court) at the location (**or** domicile) of the Party, in whose favour such an arbitral award is rendered.

## PREAMBLE

The Arbitration Rules (hereinafter, the “**Arbitration Rules**”) regulate arbitration of disputes between the parties that have in any legal form agreed to refer such disputes to the Arbitration Center at the Autonomous Non-Profit Organisation “Institute of Modern Arbitration” (hereinafter, the “**Arbitration Agreement**”).

If the parties entered into the Arbitration agreement, the Arbitration Rules shall become its integral part. The parties may amend the provisions of the Arbitration Rules and agree upon other terms and conditions of arbitration, unless otherwise provided by the Arbitration Rules. Where the terms and conditions of the Arbitration Agreement are in conflict with the provisions of the Arbitration Rules that cannot be amended by an agreement between the parties, the provisions of the Arbitration Rules shall apply.

The terms and conditions that may be agreed upon only by means of a direct (special) agreement between the parties may not be incorporated into the Arbitration Rules. The terms and conditions agreed upon by the parties in a direct (special) agreement shall prevail over the provisions of the Arbitration Rules.

The Arbitration Center may amend the Arbitration Rules. Unless the parties agree on the application of the Arbitration Rules to the extent they provide for the Rules on Arbitration (Chapters 1 to 9) effective as of the date of execution of the Arbitration Agreement, the version of the Arbitration Rules effective as of the date of commencement of arbitration shall apply.

The provisions of the Arbitration Rules shall be interpreted in unity, by comparison with the other provisions of the Arbitration Rules, and in case of ambiguity or lack of regulation – in light of the purposes and principles of arbitration and the common will of the parties.

The Arbitration Rules consist of the Preamble, the Rules on Arbitration and Annexes: Rules on Arbitration Fees and Arbitration Costs, Internal Rules, Form of the Timetable of Arbitration Proceedings, Form of the Notification of Arbitration of a Corporate Dispute and Form of the Application to Join the Arbitration of a Corporate Dispute.

## CHAPTER 1. GENERAL PROVISIONS

### Article 1. Arbitration Center

1. The Arbitration Center is a permanent arbitration institution that administers arbitration in accordance with the effective legislation of the Russian Federation, the Arbitration Rules and other terms and conditions of arbitration agreed upon by the Parties.

2. The activities of the Arbitration Center are governed by Federal Law No. 382-FZ dated 29 December 2015 “On Arbitration (Arbitration Proceedings) in the Russian Federation”, as well as Law No. 5338-1 dated 7 July 1993 “On International Commercial Arbitration”, insofar as they concern international commercial arbitration.

3. The Arbitration Center is a subdivision of the Autonomous Non-Profit Organisation “Institute of Modern Arbitration” (Primary State Registration Number: 1167700062804) (hereinafter, the “**Institute**”).

4. The Institute was founded by:

1) the Russian Federal Chamber of Lawyers (Primary State Registration Number: 1037704010387, Taxpayer’s Identification Number: 7704255103);

2) LF Academy, LLC (Primary State Registration Number: 1147847281823, Taxpayer’s Identification Number: 7840511148); and

3) Foundation for Legal Education and Research (Primary State Registration Number: 1137799023493, Taxpayer’s Identification Number: 7703480804).

5. The Arbitration Rules, the unified recommended list of arbitrators of the Arbitration Center, the information on the management bodies and organizational structure of the Arbitration Center, as well as any other information on the activities of the Arbitration Center shall be published on the official website of the Arbitration Center at [www.centerarbitr.ru](http://www.centerarbitr.ru). The information on the founders and management bodies of the Institute shall be published on the official website of the Institute at [www.modernarbitration.ru](http://www.modernarbitration.ru).

6. The following bodies shall be authorized to act on behalf of the Arbitration Center: the Board of the Arbitration Center (hereinafter, the “**Board**”) and the Administrative Office of the Arbitration Center (hereinafter, the “**Administrative Office**”) headed by the Executive Administrator of the Arbitration Center (hereinafter, the “**Executive Administrator**”).

### Article 2. Arbitration Rules

1. Arbitration administered by the Arbitration Center shall be conducted in accordance with the Arbitration Rules.

2. The Arbitration Rules are the rules of a permanent arbitration institution and regulate the procedure of administration of arbitration by the Arbitration Center, as well as define the procedure for the performance by the Arbitration Center of its functions specified in Paragraph 2 of Article 4 of the Arbitration Rules.

3. The arbitration shall be administered in accordance with the Arbitration Rules effective as of the date of commencement of arbitration of the respective dispute.

4. The Parties may agree to apply the Rules on Arbitration contained in the Arbitration Rules that were effective as of the date of the Arbitration Agreement.

### **Article 3. Terms and Definitions**

For the purposes of these Arbitration Rules, the following terms shall have the following meaning:

- 1) “Claimant” shall mean an individual and/or a legal entity filing the Request and/or the Claim;
- 2) “Respondent” shall mean an individual and/or a legal entity against whom the Request and/or the Claim is filed;
- 3) “Parties” shall mean the Claimant (including any co-claimants or additional claimants) and Respondent (including any co-respondents or additional respondents);
- 4) “Arbitral Tribunal” shall mean a sole arbitrator or a panel of arbitrators, elected or appointed to examine a specific dispute.
- 5) “Court” shall mean a body of the judiciary of the Russian Federation or a foreign state;
- 6) “Competent Court” shall mean the court of the Russian Federation determined in accordance with the applicable legislation of the Russian Federation;
- 7) “Rules on Arbitration” shall mean the provisions of the Arbitration Rules governing the procedure for arbitrating a specific dispute: rules on arbitration of domestic disputes, rules on international commercial arbitration, rules on arbitration of corporate disputes or rules on expedited arbitration (Chapters 1-9 of the Arbitration Rules).

### **Article 4. Functions of Arbitration Center**

1. The main function of the Arbitration Center is to administer arbitration.
2. For the purposes of administering arbitration in accordance with the Arbitration Rules and other rules of the Arbitration Center, the Arbitration Center, represented by its authorized bodies, shall perform the following functions:
  - 1) administrative and technical support of arbitration;
  - 2) ensuring the due procedure of constitution of the Arbitral Tribunal;
  - 3) ensuring the due procedure of consideration of challenges of arbitrators and termination of mandate of arbitrators and rendering decisions on such challenges;
  - 4) assistance in communications between the Arbitral Tribunal and the Parties;
  - 5) case files management and storage;
  - 6) organisation of collection and distribution of arbitration fees and arbitration costs;
  - 7) other administrative functions stipulated in the Arbitration Agreement of the Parties, the Arbitration Rules, other rules of the Arbitration Center and the effective legislation.
3. The Arbitration Center shall not perform any functions of resolving disputes. These functions shall be performed exclusively by the Arbitral Tribunal.

### **Article 5. Arbitration Administered by the Arbitration Center**

1. Any disputes between parties to civil law relations, except for disputes that are recognised as non-arbitrable by the effective legislation, may be referred to arbitration administered by the Arbitration Center.

2. The issue of jurisdiction of the Arbitral Tribunal over a specific dispute shall be decided independently by the Arbitral Tribunal in accordance with the procedure set forth in Article 83 of the Arbitration Rules.

3. In accordance with the Arbitration Rules, the Arbitration Center shall administer arbitration of domestic disputes and international commercial arbitration.

4. The Arbitration Center shall also administer arbitration of corporate disputes. The procedure for arbitration of corporate disputes shall apply to the disputes referred to in Paragraph 1 of Article 69 of the Arbitration Rules.

5. The Arbitration Rules shall apply to international commercial arbitration subject to special rules set forth by the effective legislation on international commercial arbitration and the provisions of the Arbitration Rules applicable to international commercial arbitration.

6. After the Arbitration Center receives a Request or a Claim, the Executive Administrator shall determine, which Rules on Arbitration contained in the Arbitration Rules shall apply to the dispute and shall specify the same in the notice of arbitration. The Party filing no objections against the application to the dispute of certain Rules on Arbitration specified by the Executive Administrator within *ten (10)* days following the date of receipt of the notice of arbitration is deemed to have waived its right to invoke the respective objections later. The Arbitral Tribunal may on its own initiative determine that the dispute under its review shall be governed by different Rules on Arbitration than the ones determined by the Executive Administrator.

#### **Article 6. Procedure of Exchange of Written Documents**

1. In the course of arbitration, the Parties and the Arbitral Tribunal may directly exchange written applications, written communications, other written submissions and materials (hereinafter, the “**Documents**”), provided that the copies of all such Documents are also submitted to the Arbitration Center.

2. If the Parties or one of the Parties has decided that the Documents are to be communicated through the Arbitration Center, they or it shall notify the Arbitration Center of such a decision when filing the first written submissions in the case. In such a case, the Arbitration Center is entitled to send or communicate the Documents by any means specified in this Article.

3. The Documents shall be sent or delivered personally, by courier, registered mail or any other method that allows to record the attempt to deliver the Documents, except when the documents are sent or submitted in accordance with the provisions of Paragraphs 5 and 8 of this Article.

4. Any and all Documents shall be sent to the official registered addresses (domiciles) of the Parties. The Documents may also be sent to other addresses agreed upon for the purposes of receiving correspondence or specified by the Party in the Arbitration Agreement, or, if no such address is specified, to the address that was usually used by the Party within the legal relationship underlying the dispute. The Documents delivered in accordance with this Paragraph shall be considered to have been received by the relevant Party, unless the Arbitration Rules provide otherwise.

5. The Documents may be sent by e-mail only to the address specified by the Party, *inter alia*, in the Arbitration Agreement. The Parties shall inform the Arbitration Center of the relevant e-mail addresses for sending documents when filing their first written submissions.

6. Notwithstanding the chosen means of sending communications, all Documents shall be submitted to the Arbitration Center electronically by any of the following means: by e-mail to the e-mail address of the Arbitration Center, by submitting a USB Flash Drive with electronic copies of the Documents in PDF format to the authorized representative of the Administrative Office or by uploading the Documents to the Online Arbitration System of the Arbitration Center (hereinafter, the “**Online System**”) in accordance with Paragraph 8 of this Article. The Parties may agree that the Online System shall not be used in a specific dispute (even after the commencement of arbitration) and shall promptly notify the Arbitration Center of the fact.

7. The Documents are deemed to have been received on the date of delivery or the date of the record of attempt to deliver the Documents. If the electronic means of communication are used in accordance with Paragraph 5 of this Article, the Documents shall be deemed to have been received on the date when they were sent at the local time of the recipient.

8. The Documents are also deemed to have been duly sent by uploading them in electronic format to the Online System unless the Arbitration Rules provide otherwise. In such a case, the Documents shall be deemed to have been submitted on the date when they were uploaded to the Online System and received on the date when an electronic notification of uploading of the Documents to the Online System is received.

#### **Article 7. Terms (Time Periods)**

1. Any and all actions in the course of arbitration shall be performed by the Parties, third parties, the Arbitral Tribunal and the Arbitration Center within the terms (periods of time) stipulated by the Arbitration Rules. Unless the Arbitration Rules provide otherwise, the Arbitration Center, the Parties, third parties and the Arbitral Tribunal are not entitled to provide for terms (periods of time) that are shorter than the terms (periods of time) stipulated by the Arbitration Rules and the effective legislation.

2. A term (period of time) shall begin to run from the date following the date of the event that is considered to be the starting point of the term (period of time). If such date is a non-business day or an official holiday, the term (period of time) shall begin to run on the next business day. If the last day of such a term (period of time) is a non-business day or an official holiday, such term (period of time) shall be extended until the end of the following business day.

3. Non-business days (weekends and official holidays) occurring during the running of the term (period of time) shall be included in calculation of that term (period of time).

4. Unless otherwise provided by the Arbitration Rules, the terms (periods of time) stipulated by the Arbitration Rules may be extended by the Board on the initiative of the Arbitral Tribunal taking into consideration the specific circumstances of the dispute. Such extension shall not violate the legal rights and interests of the Parties and third parties.

#### **Article 8. Waiver of the Right to Object**

1. A Party shall be deemed to have waived its right to invoke the non-compliance with the provisions of the Arbitration Rules, rules of the effective legislation applicable to a specific dispute, any decision of the authorized body of the Arbitration Center, any ruling of the Arbitral Tribunal or any provision of the Arbitration Agreement with regard to the arbitration of the specific dispute, if such a Party is aware of such non-compliance and yet continues to take part in the arbitration.

2. The rule envisaged in Paragraph 1 of this Article shall also apply if the Party makes an objection with undue delay or, if such objections shall be made within a specific term (period of time), upon the expiry of such a term (period of time).

#### **Article 9. Value of Claim**

1. If it is subject to monetary evaluation, the value of a claim for the purposes of application of the Arbitration Rules shall be defined as follows:

- 1) for monetary claims – as the amount claimed;
- 2) for claims for transfer of property, declaration of rights to property and other property-related claims– as the value of such property;
- 3) for claims for transformation of legal relationship – as the value of the subject matter of such a legal relationship.

2. If the claim of the Party is not subject to monetary evaluation, the value of the claim is deemed to be *thirty million (30,000,000) Rubles* for arbitration of domestic disputes, or *five hundred thousand (500,000) US Dollars* for international commercial arbitration. In such a case, the value of the claim may be decreased by the Board upon a reasoned application of the Party submitting the claim, or of both Parties.

3. The dispute on the value of the claim that is not subject to monetary evaluation shall be resolved by the Board.

4. The provisions of Paragraph 2 of this Article shall not apply to arbitration of Corporate Disputes. A special procedure for the calculation of the arbitration fee payable in case of arbitration of a Corporate Dispute is set forth in the Rules on Arbitration Fees and Arbitration Costs.

## **CHAPTER 2. COMMENCEMENT OF ARBITRATION**

#### **Article 10. Request for Arbitration**

1. A Claimant wishing to commence arbitration shall file a request for arbitration (hereinafter, the “**Request**”) with the Arbitration Center.

2. Instead of filing the Request, the Claimant may also file a Claim, which shall comply with all of the requirements stipulated in Article 27 of the Arbitration Rules. After a Claim is filed, the Request is deemed to be its integral part. All requirements stipulated in this Article and Article 11 equally apply to the Claim filed pursuant to this Paragraph.

3. Before filing the Request with the Arbitration Center, the Claimant shall send a copy of the Request and the exhibits thereto to the Respondent in accordance with the procedure set out in Paragraphs 3 and 4 of Article 6 of the Arbitration Rules.

4. The Request shall contain the following information:

1) the name, Primary State Registration Number and/or Taxpayer’s Identification Number (or analogous information in case of foreign persons and entities) and contact details of the Claimant (including the postal address, telephone number, facsimile number, e-mail) and analogous information related to the Claimant’s authorized representatives;

2) the name, Primary State Registration Number and/or Taxpayer’s Identification Number (or analogous information in case of foreign persons and entities) and all contact details

of the Respondent known to the Claimant (including the postal address, telephone number, facsimile number, e-mail) and, if known, analogous information related to the Respondent's authorized representatives;

3) a reference to the Arbitration Agreement which serves as the basis for the Request and, if the Arbitration Agreement is incorporated in a contract, a reference to the contract, or another substantiation of the grounds for resolving the dispute by arbitration;

4) a brief statement describing the nature and circumstances of the dispute, a prayer for relief, the claims, and, if the claims are subject to monetary evaluation, the total value of the claims or the Claimant's request to the Arbitration Center to evaluate such claims and statement of acknowledgment of the value of claim thus evaluated;

5) a reference to any specific terms and conditions of the arbitration (*e.g.*, the language, seat of arbitration, number and/or qualification of arbitrators, names of specific arbitrators), if the Parties agreed on such terms and conditions in the Arbitration Agreement;

6) a reference to the nominated arbitrator(s) and the contact details of such arbitrator(s) known to the Claimant, if the Parties are entitled to nominate an arbitrator(s) pursuant to the Arbitration Agreement or the Arbitration Rules;

7) the date of the Request.

5. The Request shall be signed by the Claimant or its representative.

6. The Request shall be accompanied by the following documents:

1) a copy of the Arbitration Agreement which serves as the basis for the Request and, if the Arbitration Agreement is incorporated in a contract, a copy of the contract, or the copies of other documents substantiating the grounds for resolving the dispute by arbitration;

2) a document confirming the powers of the signatory of the Request (Article 34 of the Arbitration Rules);

3) a document confirming payment of the registration fee;

4) a document confirming the dispatch of a copy of the Request and the relevant exhibits to the Respondent;

5) a document confirming the preliminary consent of the nominated arbitrator(s), if the Parties are entitled to nominate arbitrators pursuant to the Arbitration Agreement or the Arbitration Rules;

6) other documents the Claimant deems necessary to attach to the Request, in particular, for the purposes of increasing the efficiency of arbitration;

7) the Request and exhibits thereto in electronic format (if hard copies are submitted).

7. The Request shall be deemed to have been filed on the date of its submission to the Arbitration Center. The Administrative Office of the Arbitration Center affixes a relevant stamp on the copy of the Request. Alternatively, the Request may be deemed to have been filed on the date of its transmission to the e-mail address of the Arbitration Center, or the date of uploading the Request to the Online System, or the date when the Request is stamped by the sending post office, if sent by post.

8. The arbitration is deemed to commence on the date of the Arbitration Center's receipt of the Request in compliance with all requirements, or on the date of its uploading to the Online System. The Arbitration Center shall indicate the date of commencement of arbitration in a notice sent to both Parties, *inter alia*, by means of uploading it to the Online System.

#### **Article 11. Suspension of the Request**

1. In the event the Request does not meet any of the requirements set out in Article 10 of the Arbitration Rules, the Executive Administrator shall decide to suspend it for *five (5)* days and shall notify the Claimant of the suspension and recommend that the Claimant eliminate the defects within *seven (7)* days following the date of the notification. The Executive Administrator can extend this period pursuant to a reasoned application of the Claimant, but not more than for *seven (7)* days.

2. The Claimant shall send the documents aimed at eliminating the defects of the Request both to the Arbitration Center and the Respondent.

3. If the defects of the Request are eliminated within the specified period of time, the Request shall be deemed filed on the date of its first filing with the Arbitration Center. All subsequent periods of time shall be calculated starting from the later of the date of the Arbitration Center's receipt of the documents filed by the Claimant in order to eliminate the defects of the Request or the date of the Respondent's receipt of such documents.

4. If such defects are not eliminated within the specified period of time, the Executive Administrator shall return the Request and its exhibits to the Claimant. In such a case, the registration fee shall not be refunded.

#### **Article 12. Answer to the Request**

1. The Respondent shall send an Answer to the Request (hereinafter, the "**Answer**") to the Claimant as well as to the Arbitration Center within *fourteen (14)* days following the date of the Respondent's receipt of the Request. This period of time may be extended by the Executive Administrator pursuant to a reasoned application of the Respondent, but not more than for *seven (7)* days.

2. If the Claimant filed the Claim instead of the Request pursuant to Paragraph 2 of Article 10 of the Arbitration Rules, the Respondent shall send a Response to the Claim (hereinafter, the "**Response**") in compliance with all requirements provided for in Article 28 of the Arbitration Rules. The Respondent shall send the Response within *twenty (20)* days following the date of receipt of the Claim. This period of time may be extended by the Executive Administrator pursuant to a reasoned application of the Respondent, but not more than for *seven (7)* days. All of the requirements provided for in this Article, except for its Paragraph 1, are equally applicable to the Response.

3. Before filing the Answer with the Arbitration Center, the Respondent shall send a copy of the Answer and its exhibits to the Claimant in accordance with the procedure prescribed by Paragraphs 3 – 5 or Paragraph 8 of Article 6 of the Arbitration Rules.

4. The Answer shall contain the following information:

1) the name, Primary State Registration Number and/or Taxpayer's Identification Number (or analogous information in case of foreign persons and entities) and contact details of

the Respondent (including the Respondent's postal address, telephone number, facsimile number, e-mail) and analogous information related to the Respondent's representatives;

2) a full or partial confirmation or denial of claims or objections to the jurisdiction of the Arbitral Tribunal;

3) a brief statement of the Respondent's key defences to the claims, circumstances related to such defences or the statement of objections against the Arbitral Tribunal's jurisdiction;

4) an indication of an intention to file an arbitrable Counterclaim, if any, a brief statement describing the nature and circumstances giving rise to the counterclaims, the prayer for relief, the value of the counterclaim or an application requiring the Arbitration Center to estimate the value of the counterclaim, if possible, and a preliminary consent to such estimation;

5) a reference to the nominated arbitrator(s) and the arbitrator's (arbitrators') contact details known to the Respondent, if the Parties are entitled to nominate an arbitrator(s) pursuant to the Arbitration Agreement or the Arbitration Rules;

6) the date of the Answer.

5. The Answer shall be signed by the Respondent or the Respondent's representative.

6. The Answer shall be accompanied by the following exhibits:

1) copies of documents confirming the powers of the signatory of the Answer (Article 34 of the Arbitration Rules);

2) the documents confirming the dispatch of a copy of the Answer and its exhibits to the Claimant;

3) a confirmation of the preliminary consent of the nominated arbitrator(s), if the Parties are entitled to nominate an arbitrator(s) pursuant to the Arbitration Agreement or the Arbitration Rules;

4) other documents the Claimant decides to attach to the Request, *inter alia*, for the purposes of increasing the efficiency of arbitration;

5) the Request and its exhibits in electronic format (if hard copies are submitted).

7. If the Respondent fails to file the Answer within the specified period of time and there exists evidence of the Respondent's receipt of the Request, the Respondent is deemed to have refused to participate in the constitution of the Arbitral Tribunal, if such a right of the Respondent was provided in the Arbitration Agreement or the Arbitration Rules. At the same time, the Respondent may file its defences against the Claim or file a Counterclaim after the constitution of the Arbitral Tribunal in accordance with the procedure prescribed by the Arbitration Rules.

8. If the Respondent fails to file the Answer within the specified period of time and there exists no evidence of the Respondent's receipt of the Request, the Arbitration Center shall inform the Claimant of the necessity to use its best efforts to notify the Respondent and the Respondent's representatives within *fourteen (14)* days. The Arbitration Center shall also use its best efforts to notify the Respondent of the filing of the Request. Once the abovementioned period of time expires and the Respondent is not notified of the Request, and the Arbitration Center has evidence that the Request was forwarded to the Respondent in accordance with the requirements of Paragraphs 3 – 5 of Article 6 of the Arbitration Rules, the Arbitral Tribunal is not prevented from being

constituted. At the same time, the Respondent may file its defences against the Claim or a Counterclaim after the constitution of the Arbitral Tribunal in accordance with the procedure prescribed by the Arbitration Rules.

### **CHAPTER 3. CONSTITUTION OF THE ARBITRAL TRIBUNAL**

#### **Article 13. Arbitrators and the Arbitral Tribunal**

1. The arbitrators perform the Arbitral Tribunal's function of resolving disputes solely or collectively in a panel. For the purposes of the Arbitration Rules, the term "arbitrator" hereinafter means either a sole arbitrator or an arbitrator in a panel.

2. The Arbitral Tribunal is deemed to be constituted once the Arbitration Center notifies the Parties and the arbitrator or the arbitrators in the panel of the Arbitral Tribunal's constitution.

3. The arbitrator's mandate to resolve disputes becomes effective once the arbitrator is elected or appointed for a particular dispute and terminates once the arbitral award is rendered.

4. The arbitrator's mandate may terminate before the arbitral award is rendered due to a resignation, successful challenge or in other cases envisaged by the Arbitration Rules and the effective legislation.

5. After the arbitral award is rendered, the arbitrator's mandate can be renewed for the purposes of correcting mistakes, giving explanations, rendering additional arbitral awards or resuming arbitration in the cases specified by the Arbitration Rules and the effective legislation. In case of renewal, the arbitrator's mandate shall terminate after the functions, which served as grounds for the mandate's renewal, have been discharged.

6. The arbitrators shall be impartial and independent while performing their duties. The arbitrators shall not serve as representatives or consultants of the Parties. The arbitrators are obliged to comply with the Rules on Impartiality and Independence of Arbitrators approved by the Order of the President of the Russian Chamber of Commerce and Industry No. 39 dated August 27, 2010.

7. Any contact between the arbitrator(s) and one of the Parties or a third party is prohibited. The arbitrators, Parties and third parties shall immediately report these unilateral contacts to each Party, third party, and the Arbitration Center explaining the reasons and content of the contacts. The contacts between the Parties and potential arbitrators are allowed in cases and in the manner prescribed by the Arbitration Rules.

8. The person nominated or elected to serve as an arbitrator accepts his/her powers by means of signing a declaration. The form of the declaration shall be confirmed by the Board and shall contain the following information:

1) the arbitrator's consent to be bound by the Arbitration Rules and other rules of the Arbitration Center, including the Rules on Arbitration Fees and Arbitration Costs;

2) the arbitrator's consent to maintain impartiality and independence while performing his/her functions, as well as a statement that the arbitrator is aware of the Rules on Impartiality and Independence of Arbitrators approved by the Order of the President of the Russian Chamber of Commerce and Industry No. 39 dated August 27, 2010;

3) the information on the circumstances, which in the opinion of a reasonable person may give rise to justifiable doubts as to the impartiality or independence of the arbitrator, including a detailed description of such circumstances;

4) a statement made by the arbitrator that he/she shall immediately disclose to the Parties and the Arbitration Center any and all circumstances arising in the course of arbitration which in the opinion of a reasonable person may raise justifiable doubts as to the impartiality or independence of the arbitrator, including the detailed description of such circumstances;

5) a statement made by the arbitrator that he/she has sufficient opportunities and time to resolve the dispute as an arbitrator, and that he/she shall use the best efforts to ensure high quality, professional and effective resolution of the dispute and to render an arbitral award.

9. The arbitrator shall meet all criteria set out in the effective legislation. A sole arbitrator as well as the presiding arbitrator, if the dispute is resolved by a panel of arbitrators, shall satisfy one of the following criteria:

1) the sole arbitrator or the presiding arbitrator shall have a law degree confirmed by the diploma qualifying under the established standard issued in the territory of the Russian Federation;

2) the sole arbitrator or the presiding arbitrator shall have a law degree confirmed by certificates issued by a foreign state and recognized by the Russian Federation.

10. Any person satisfying the criteria set out in the Arbitration Rules and the effective legislation can be elected or appointed as arbitrator, including persons not included on the recommended list of arbitrators of the Arbitration Center, except where the Parties have executed a direct (special) agreement on the election or appointment of arbitrators only from the recommended list of arbitrators of the Arbitration Center.

11. Persons who may not under any circumstances be elected or appointed as arbitrators are listed in Paragraphs 2 – 5 of Article 5 of the Internal Rules.

12. The Parties may agree upon additional requirements for the Arbitral Tribunal, which, if possible, shall be taken into account by the Board while appointing arbitrators.

#### **Article 14. Sole Arbitrator**

1. If the value of the claim is under *thirty million (30,000,000)* Rubles for domestic disputes or under *five hundred thousand (500,000)* US Dollars for international commercial arbitration, the dispute shall be resolved by a sole arbitrator, unless the Parties agreed otherwise.

2. The sole arbitrator shall be appointed by the Board no later than within *thirty (30)* days following the date of receipt of the Request or the Claim by the Arbitration Center, unless the Parties agreed on a sole arbitrator and the procedure of his/her election in the Arbitration Agreement, or unless the Parties fail to elect the arbitrator in accordance with the Arbitration Agreement within the agreed term (which shall not exceed *twenty (20)* days following the date of filling of the Request or the Claim). The Executive Administrator may for good cause extend the *30 (thirty)* days term, but not more than for *fourteen (14)* days.

3. If the Parties have agreed on a sole arbitrator or the procedure for his/her election by the Parties themselves or by any other person, the Parties shall report this election to the Arbitration Center and provide the candidate's consent to act as arbitrator. The Parties or any other persons engaged in the election of the arbitrator are entitled to provide the candidate with basic information

related to the dispute and the Parties. The Parties may not discuss with the arbitrator the essence of the dispute or the position of the candidate on certain legal and factual issues.

4. If the value of the claim has increased before the constitution of the Arbitral Tribunal and has exceeded the amount indicated in Paragraph 1 of this Article, the constitution of the Arbitral Tribunal shall be recommenced in accordance with Article 15 of the Arbitration Rules, unless the Parties agree otherwise.

5. If the value of the claim has increased after the appointment of the sole arbitrator and has exceeded the amount indicated in Paragraph 1 of this Article, the arbitration shall be resumed by the sole arbitrator, unless the Parties agree otherwise.

#### **Article 15. Panel of Arbitrators**

1. The dispute shall be resolved by three arbitrators if the value of the claim equals or exceeds *thirty million (30,000,000) Rubles* for domestic disputes or *five hundred thousand (500,000) US Dollars* for international commercial arbitration, unless the Parties agree on a different number of arbitrators, which in any event shall be an odd number.

2. The Arbitral Tribunal shall be constituted in accordance with Paragraphs 3 – 7 of this Article, unless the Parties agree on a different procedure for the election of the arbitrators or if the Parties fail to elect the arbitrators in accordance with the agreed procedure.

3. If the Arbitral Tribunal is constituted of three arbitrators, each Party shall elect one arbitrator. The presiding arbitrator (president of the Arbitral Tribunal) shall be appointed by the Board not later than within *thirty (30) days* following the date of receipt of the Request or the Claim by the Arbitration Center.

4. The arbitrators elected by the Parties shall be named in the Request or the Claim and in the Answer or the Response by the Claimant and the Respondent, respectively.

5. When electing the arbitrators, each Party shall officially request the candidate to provide his/her preliminary consent to act as arbitrator in resolving the dispute. After receiving the candidate's consent, each Party shall provide the Arbitration Center with the confirmation of such consent. The Parties are entitled to provide the candidate with basic information related to the dispute and the Parties. The Parties may not discuss with the arbitrator the essence of the dispute or the position of the candidate on certain legal and factual issues.

6. If one of the Parties fails to elect an arbitrator in accordance with Paragraphs 3 and 4 of this Article and requests the Arbitration Center to elect the arbitrator, the arbitrator shall be appointed by the Board instead of the Party within *thirty (30) days* starting from the date of expiry of the election term or from the date of filing of the Party's request with the Arbitration Center. The Executive Administrator may for good cause extend this term, but for no longer than *fourteen (14) days*.

7. If the value of the claim decreases before the constitution of the Arbitral Tribunal and becomes less than the value indicated in Paragraph 1 of this Article, the constitution of the Arbitral Tribunal shall be recommenced and conducted in accordance with Article 14 of the Arbitration Rules, unless the Parties agree otherwise.

8. If the value of the claim decreases after the appointment of the panel of arbitrators and becomes less than the value indicated in Paragraph 1 of this Article, the arbitration shall be resumed by the panel of arbitrators, unless the Parties agree otherwise.

## **Article 16. Multi-party Appointment of the Arbitral Tribunal**

In case of the multi-party arbitration, where the Parties fail to agree on the arbitrator(s) or the procedure for the appointment of the Arbitral Tribunal in the Arbitration Agreement, or if the Arbitral Tribunal cannot be constituted in accordance with the Arbitration Agreement, the Arbitral Tribunal shall be appointed entirely by the Board no later than within *thirty (30)* days following the date of receipt of the Request or the Claim by the Arbitration Center. The Executive Administrator may for good cause extend the period, but for no longer than *fourteen (14)* days. The number of arbitrators shall be determined in accordance with Paragraph 1 of Article 14 and Paragraph 1 of Article 15 of the Arbitration Rules.

## **Article 17. Challenge of Arbitrators**

1. Each Party is entitled to challenge an arbitrator only if there are circumstances giving rise, in the opinion of that Party, to any justifiable doubts as regards the arbitrator's impartiality or independence. The arbitrator can be challenged, *inter alia*, in accordance with the Rules on Impartiality and Independence of Arbitrators approved by the Order of the President of the Russian Chamber of Commerce and Industry No. 39 dated August 27, 2010. Each Party is entitled to challenge arbitrators failing to meet the requirements set out in the Arbitration Agreement, the Arbitration Rules or the effective legislation.

2. Each Party is entitled to challenge an arbitrator within *fifteen (15)* days after becoming aware of his/her election or appointment. If a Party becomes aware of the circumstances indicated in Paragraph 1 of this Article after the arbitrator was appointed or elected, the Party is entitled to challenge the arbitrator within *fifteen (15)* days following the date of becoming aware of such circumstances.

3. If the Party does not challenge the arbitrator within the period indicated in Paragraph 2 of this Article, the Party is deemed to have waived its right to challenge the arbitrator with respect to the respective circumstances.

4. Each Party is entitled to challenge the arbitrator it has elected or the arbitrator elected with the Party's participation only on the basis of circumstances discovered after the arbitrator was elected.

5. The challenged arbitrator is entitled to resign or to submit a written declaration with respect to the challenge within *seven (7)* days starting from the date of receipt of the challenge. The arbitrator is also entitled to resign on his/her own initiative even if the arbitrator was not challenged. The resignation does not mean that the arbitrator endorses the arguments expressed in the challenge or confirms his/her impartiality or independence.

6. The other Party is entitled to consent to the challenge of the arbitrator or to submit a written statement concerning the challenge within *seven (7)* days starting from the date of receipt of the challenge. Such consent does not confirm any of the circumstances expressed in the challenge.

7. If the arbitrator resigns or if the other Party consents to the arbitrator's challenge, the arbitrator's mandate shall be terminated without further consideration of the challenge.

8. If the arbitrator does not resign and the other Party (or other Parties, if applicable) disagrees with the arbitrator's challenge, the Board shall consider the challenge no later than within *twenty (20)* days starting from the date of receipt of the challenge by the Arbitration Center.

9. The Board issues a motivated decision upon consideration of the challenge.

10. If the challenge of the Arbitral Tribunal is dismissed, within one month from the receipt of the notification of dismissal of the challenge by the Board, the Party making the challenge may file an application seeking to have the challenge granted with the competent court. Such an application shall be considered in accordance with the procedure set forth by the effective procedural laws. By means of a direct (special) agreement the Parties may agree to exclude the possibility of filing applications with the competent court in accordance with this Paragraph.

11. The consideration of the challenge in accordance with Paragraph 8 or Paragraph 10 of this Article shall not suspend the course of arbitration or any arbitration terms and shall not preclude participation in the arbitration of the arbitrator being challenged. By contrast, oral hearings as well as the issuance of any arbitral awards, including any interim awards, may be postponed by the Arbitral Tribunal until the challenge is considered.

12. If the challenge is rejected by the Board and the competent court, or only by the Board, in case the application to have the challenge granted was not filed with the competent court or the filing of such an application is excluded by a direct (special) agreement between the Parties, the Board may impose all costs related to the consideration of the challenge on the Party challenging the arbitrator, including the arbitration costs and the costs incurred by the other Party and third parties. Articles 11 and 14 of the Rules on Arbitration Fees and Arbitration Costs shall apply to the consideration of this matter *mutatis mutandis*.

13. The Arbitration Center is entitled to decide on the remuneration and compensation of the arbitrator's costs, if the arbitrator's mandate was terminated. The Arbitration Center is entitled to equally share the costs between the Parties if the arbitrator's mandate was terminated through resignation or with the other Party's consent.

14. Third parties are entitled to challenge arbitrators taking into account the specific provisions stipulated in Article 36 of the Arbitration Rules.

#### **Article 18. Termination of the Arbitrator's Mandate**

1. The arbitrator's mandate can be also terminated if the arbitrator is unable *de jure* or *de facto* to participate in resolving the dispute or fails to participate in resolving the dispute with an undue delay.

2. If the circumstances stipulated in Paragraph 1 of this Article exist, the Parties may file an application for the termination of the arbitrator's mandate with reference to the relevant circumstances.

3. The arbitrator's mandate shall be terminated under the circumstances stipulated in Paragraph 1 of this Article if the arbitrator resigns or the other Party endorses the application mentioned in Paragraph 2 of this Article. The other Party's endorsement or the arbitrator's resignation shall not be treated as confirmation of any of the circumstances described in the application for termination of the arbitrator's mandate.

4. If the arbitrator does not resign in accordance with Paragraph 3 of this Article or if the other Party does not endorse the application mentioned in Paragraph 2 of this Article, any of the Parties may file the application with the Board. The Board shall consider the application for termination of the arbitrator's mandate no later than within *twenty (20)* days from receipt of the application by the Arbitration Center filed in accordance with this Paragraph.

5. The consideration of the application for termination of the arbitrator's mandate by the Board in accordance with Paragraph 4 of this Article excludes the possibility of seizing the competent court with an application for termination of the arbitrator's mandate.

6. If the arbitrator's mandate is terminated by resignation, the other Party's consent or the Board's decision, the Board may decide on the remuneration and compensation of the costs of the arbitrator whose mandate was terminated, subject to equal allocation of such costs between the Parties.

7. Third parties may apply for termination of the arbitrator's mandate taking into account the specific provisions stipulated in Article 34 of the Arbitration Rules.

#### **Article 19. Replacement of an Arbitrator**

1. If the arbitrator's mandate is terminated in accordance with Articles 17 and 18 of the Arbitration Rules or if the arbitrator resigns for any other reason, and in any other case of termination of the arbitrator's mandate before the arbitration is completed, a substitute arbitrator shall be elected or appointed in accordance with the provisions of Articles 14 – 16 of the Arbitration Rules applicable to the election or appointment of the previous arbitrator.

2. If a sole arbitrator or the presiding arbitrator is replaced, oral hearings recommence, unless the Parties and the Arbitral Tribunal agree otherwise. If other arbitrators in the panel of arbitrators are replaced, oral hearings can be recommenced only upon the Parties' agreement or upon the unanimous decision of the new Arbitral Tribunal.

3. Unless the new Arbitral Tribunal decides otherwise, any orders made by the Arbitral Tribunal before the replacement of the arbitrator shall remain in force.

### **CHAPTER 4. CONDUCT OF ARBITRATION**

#### **Article 20. Principles of Arbitration**

1. Arbitration is conducted on the basis of the principles of independence and impartiality of arbitrators, discretionary and adversarial proceedings between the Parties and equal treatment of the Parties.

2. The Parties and their representatives shall exercise their due process rights in good faith without abuse, and comply with the specified terms (periods of time) for exercising the same.

3. If any issues of conduct of arbitration are not regulated by the Arbitration Agreement, the Arbitration Rules and the effective legislation, the Arbitral Tribunal shall conduct the arbitration as it deems appropriate based on the principles of arbitration.

#### **Article 21. Preparation of Arbitration and Timetable of Arbitration Proceedings**

1. After the constitution of the Arbitral Tribunal, the Parties and the Arbitral Tribunal shall agree upon a Timetable of Arbitration Proceedings in accordance with the Form of the Timetable of Arbitration Proceedings set out in Annex III to the Arbitration Rules. The Parties and the Arbitral Tribunal shall reach this agreement as soon as possible, but no later than within *fourteen (14)* days following the date of receipt of the notice of constitution of the Arbitral Tribunal, in any available or appropriate form (pre-hearing conference, telephone conference or email exchange).

2. Prior to the negotiation of the Timetable of Arbitration Proceedings, the Arbitral Tribunal shall recommend that the Parties consider settling the dispute through negotiation or mediation. If the Parties agree, the Arbitral Tribunal shall allocate them time and (if required) place to discuss the issue.

3. The Parties and the Arbitral Tribunal may request the Executive Administrator to arrange the negotiation and approval of the Timetable of Arbitration Proceedings.

4. The Timetable of Arbitration Proceedings agreed by the Parties and the Arbitral Tribunal shall be set forth in the Arbitral Tribunal's ruling signed by the Arbitral Tribunal. The ruling shall be forwarded to the Arbitration Center and all Parties.

5. The Parties shall cooperate in good faith and take all possible measures to increase the efficiency of arbitration and resolution of disputes.

6. If the Parties and the Arbitral Tribunal are unable to agree on the Timetable of Arbitration Proceedings in the manner and within the terms (period of time) prescribed by Paragraph 1 of this Article, the arbitration procedure shall be determined in accordance with Paragraph 7 or Paragraphs 8 – 11 of this Article.

7. If the Claim and/or the Response is filed by the Parties prior to the constitution of the Arbitral Tribunal as prescribed by Paragraph 2 of Article 10 and Paragraph 2 of Article 12 of the Arbitration Rules, respectively, the Arbitral Tribunal shall decide on the Timetable of Arbitration Proceedings by adopting an appropriate ruling no later than within *thirty (30)* days following the date of constitution of the Arbitral Tribunal.

8. If the Claim was not filed by the Claimant earlier instead of the Request in accordance with Paragraph 2 of Article 10 of the Arbitration Rules, the Claimant shall file the Claim meeting the requirements established in Article 27 of the Arbitration Rules no later than within *twenty (20)* days from the date of receipt of the notification of the constitution of the Arbitral Tribunal.

9. The Respondent shall file a Response to the Claim in accordance with the requirements established in Article 28 of the Arbitration Rules no later than within *twenty (20)* days from the date of receipt of the Claim pursuant to Paragraph 8 of this Article. If the Respondent files a Counterclaim, the Counterclaim shall satisfy the requirements established in Article 29 of the Arbitration Rules.

10. If the Respondent files a Counterclaim, the Claimant is entitled to file a Response to the Counterclaim meeting the requirements established in Article 28 of the Arbitration Rules no later than within *twenty (20)* days from the date of the Counterclaim's receipt.

11. The Arbitral Tribunal independently determines the subsequent Timetable of Arbitration Proceedings by adopting an appropriate ruling no later than within *fourteen (14)* days starting from the date of receipt of the last of the documents referred to in Paragraphs 8 – 10 of this Article.

12. The Arbitral Tribunal may revise the Timetable of Arbitration Proceedings at its discretion, *inter alia*, in case of amendments or additions to the claims, relying on the general principles of adversarial proceedings and equal treatment of the Parties, and the need for fair and efficient arbitration and resolution of the dispute.

13. The Arbitral Tribunal is entitled to consider certain matters related to the substance of the dispute as preliminary and schedule them for separate oral hearings, upon the relevant request of one of the Parties or both Parties. Such division of the arbitration on the merits of the dispute into separate stages shall be specified in the Timetable of Arbitration Proceedings.

14. If the Respondent fails to file a Response to the Claim or either of the Parties fails to exercise the right to file any document as prescribed by this Article and/or the Timetable of Arbitration Proceedings, the Arbitral Tribunal may hear the dispute and render an arbitral award based on the available documents and evidence.

15. If the Claimant fails to file a Claim in compliance with the Timetable of Arbitration Proceedings or Paragraph 8 of this Article, the Arbitral Tribunal may issue an order for termination of the arbitration.

16. If the dispute is being heard by a panel of arbitrators, the Arbitral Tribunal is entitled to delegate the responsibility for negotiating the Timetable of Arbitration Proceedings to any arbitrator within the Arbitral Tribunal.

17. Documents shall not be filed after the deadline established by the Timetable of Arbitration Proceedings. In exceptional cases the Arbitral Tribunal may for good cause allow the submission of the documents after the deadline.

#### **Article 22. Seat of Arbitration and Venue of Oral Hearings**

1. The Parties may at their discretion agree on the seat of arbitration or on the procedure for its determination. If the Parties fail to agree, the seat of arbitration shall be determined by the Arbitral Tribunal.

2. The venue or venues of oral hearings may be different from the seat of arbitration. The Parties may at their discretion agree on any venue for oral hearings. After the Arbitral Tribunal's constitution, the Parties and the Arbitral Tribunal shall agree upon the venue of oral hearings.

3. Unless the Parties have agreed otherwise, the oral hearings shall be held at the Arbitration Center or in another venue determined by the Executive Administrator taking account of the Parties' and the Arbitral Tribunal's will. The Arbitral Tribunal may decide to hold oral hearings at any other venue it considers appropriate for the arbitrators' deliberation, hearing the testimonies of the witnesses, experts or the Parties, or for the inspection of evidence or documents, subject to the Parties' consent.

4. Any and all additional expenses arising in connection with the conduct of oral hearings at any other venue agreed by the Parties shall be equally shared between the Parties in accordance with the Rules on Arbitration Fees and Arbitration Costs.

5. If the venue of oral hearings is different from the seat of arbitration, the arbitration shall nevertheless be considered as being held at the seat of arbitration, and any order, arbitral award or other document of the Arbitral Tribunal – as having been issued at the seat of arbitration.

6. The law applicable to the arbitration procedure shall be the law of the seat of arbitration.

#### **Article 23. The Law Applicable to the Merits of Dispute**

1. In case of domestic disputes, the Arbitral Tribunal shall decide the dispute in accordance with the rules of Russian laws. If Russian laws entitle the Parties to choose any foreign

law as the law governing their relations, the dispute shall be decided in accordance with the law determined by the Parties as applicable to the merits of the dispute. If the Parties fail to determine the applicable law, the Arbitral Tribunal shall decide the dispute in accordance with the rules of the substantive law determined by the Arbitral Tribunal in accordance with the choice of law rules it deems applicable.

2. For international commercial arbitration, the Arbitral Tribunal shall decide the dispute in accordance with the rules of law chosen by the Parties as applicable to the merits of the dispute. Unless the Parties specify otherwise, the Arbitral Tribunal shall apply the law determined in accordance with the choice of law rules it deems applicable.

3. Any determination of the law or legal system of any state shall be construed as directly referring to the substantive law of that state, but not to the choice of law rules.

4. In all cases, the Arbitral Tribunal shall render arbitral awards in accordance with the terms of the contract taking into account customary usage.

#### **Article 24. Confidentiality of Arbitration**

1. Unless otherwise agreed by the Parties or provided for by the applicable law, the arbitration shall be confidential and the oral hearing shall be conducted in closed session.

2. The confidentiality of arbitration shall cover:

- 1) the fact of existence of the arbitration;
- 2) the pleadings, evidence and other materials of the arbitration, other documents submitted by the Parties in the course of arbitration, as well as other information revealed in the course of arbitration;
- 3) the arbitral award

(hereinafter, the “**Information on the Arbitration**”).

3. The confidentiality of arbitration shall not cover the Information on the Arbitration if it is publicly available.

4. The arbitrators, Parties, third parties, representatives of the Parties and third parties, experts, interpreters, witnesses, the Arbitration Center and members of the bodies of the Arbitration Center, the Institute and personnel of the Institute shall not disclose the Information on the Arbitration without consent of all Parties and third parties.

5. Arbitrators shall not be questioned as witnesses with respect to any information that became known to them in the course of arbitration.

6. The confidentiality regime will not be violated by:

1) publication of the arbitral award with the consent of all Parties, third parties and the Arbitral Tribunal;

2) publication of the statement of reasons of the arbitral award without information on the Parties, third parties, Arbitral Tribunal and information allowing to identify the subject matter and circumstances of the dispute;

3) disclosure of the Information on the Arbitration by a Party in connection with submitting to court;

4) publication and/or disclosure of Information on the Arbitration in cases and to the extent permitted by the effective legislation or the Arbitration Rules.

#### **Article 25. Language of Arbitration**

1. The Parties are free to agree upon any language or languages to be used in the arbitration. The Parties' agreement, unless it specifies otherwise, shall apply to any and all documents submitted by the Parties, any oral hearing and any award, order or other communication issued by the Arbitral Tribunal.

2. Notwithstanding the language of arbitration selected by the Parties, the Arbitration Center shall administer the arbitration in the Russian or English language.

3. Absent such an agreement, the arbitration of domestic disputes shall be conducted in Russian, while international commercial arbitration shall be conducted in the language(s) selected by the Arbitral Tribunal upon the approval of the Parties.

4. The Arbitral Tribunal is entitled to require any documentary evidence to be accompanied by a translation into the language or languages agreed upon by the Parties or determined by the Arbitral Tribunal.

#### **Article 26. Period of Arbitration**

1. The Arbitral Tribunal shall ensure that the arbitral award is rendered within a reasonable period of time after the last oral hearing or the last exchange of written documents in the case, but no later than:

1) *one hundred forty (140)* days from the date of the Arbitral Tribunal's constitution in case of arbitration of domestic disputes;

2) *one hundred eighty (180)* days from the date of the Arbitral Tribunal's constitution in case of international commercial arbitration;

3) *one hundred eighty (180)* days from the date of the Arbitral Tribunal's constitution in case of arbitration of Corporate Disputes;

4) *seventy (70)* days from the date of the Arbitral Tribunal's constitution in case of expedited arbitration.

2. The Board may, acting on the basis of a well-founded request of a Party, extend the terms set forth in Paragraph 1 of this Article, but for no longer than *thirty (30)* days.

#### **Article 27. Claim**

1. The Claim shall contain the following information:

1) the date of the Claim;

2) the arguments supporting the Claimant's case citing the facts of the case and the applicable rules of law;

3) the arguments and evidence in support of the Claim;

4) a list of documents enclosed to the Claim;

5) the details and information set forth in Paragraph 4 of Article 10 of the Arbitration Rules (where the Claimant files a Claim instead of a Request pursuant to Paragraph 2 of Article 10 of the Arbitration Rules or if a Counterclaim is filed).

2. The Claim shall be signed by the Claimant or the Claimant's representative.

3. The Claim shall be accompanied by the following exhibits:

1) evidence in support of the Claim;

2) the documents specified in Paragraph 6 of Article 10 of the Arbitration Rules (where the Claimant files a Claim instead of a Request pursuant to Paragraph 2 of Article 10 of the Arbitration Rules or if a Counterclaim is filed);

3) the Claim and the documents specified in subparagraphs 1 and 2 of this Paragraph in electronic format (in case of filing of the hard copies).

#### **Article 28. Response to the Claim**

1. The Respondent is entitled to file with the Claimant, the Arbitral Tribunal and the Arbitration Center a Response to the Claim (hereinafter, the "**Response**"), describing the Respondent's objections to the Claim. The Response shall be filed within the period and in the manner prescribed by Article 21 of the Arbitration Rules.

2. The Response shall contain the following information:

1) the date of the Response;

2) the arguments supporting the Respondent's case citing the facts of the case and the applicable rules of law supporting the objections against the claims;

3) the arguments and evidence in support of the Respondent's objections;

4) a list of documents enclosed to the Response;

5) the information specified in Paragraph 4 of Article 12 of the Arbitration Rules.

3. The Response shall be signed by the Respondent or the Respondent's representative.

4. The Response shall be accompanied by the following exhibits:

1) evidence in support of the Respondent's objections;

2) the documents specified in Paragraph 6 of Article 12 of the Arbitration Rules;

3) The Response and the documents specified in subparagraphs 1 and 2 of this Paragraph in electronic form (if hard copies are submitted).

5. If the Respondent fails to file a Response within the designated period of time, the Arbitral Tribunal is entitled to decide the case on the available evidence. The Respondent's failure to file a Response may not be viewed as the acknowledgement of the claims.

#### **Article 29. Counterclaim**

1. The Respondent may file a Counterclaim to the Claimant, provided there is a link between the Respondent's Counterclaim and the Claimant's Claim, or if the Counterclaim is aimed at setting off the prayer for relief set out in the Claim, provided that the Counterclaim is covered by the terms of the respective Arbitration Agreement.

2. The Counterclaim may be filed within the terms and in accordance with the procedure prescribed by Article 21 of the Arbitration Rules. If the Respondent misses the term for filing the Counterclaim, the Arbitral Tribunal may for good cause and taking into account the circumstances of the specific case, extend the period of time for submitting the Counterclaim or refuse to admit

the Counterclaim.

3. The Counterclaim shall contain the information specified in Paragraph 1 of Article 27 of the Arbitration Rules, and the documents specified in Paragraph 3 of Article 27 of the Arbitration Rules shall be enclosed thereto.

4. If the Counterclaim is filed, the Claimant is entitled to submit a Response to the Counterclaim in accordance with the requirements set forth in Article 28 of the Arbitration Rules.

5. The Respondent may request, in the Counterclaim, a set-off of mutual claims related to the same matter in accordance with the effective civil legislation.

### **Article 30. Amending or Supplementing the Claim or the Response**

1. The Claimant and the Respondent are entitled to amend or supplement the Claim or the Response respectively in the course of arbitration, as well as to present additional evidence. The Parties may not make amendments to or supplement the Claim or the Response beyond the scope of the Arbitration Agreement.

2. The Arbitral Tribunal may reject the amended or supplemented claims or responses as well as any additional evidence filed in violation of the procedure prescribed by Article 21 of the Arbitration Rules. The Arbitral Tribunal may exercise this right in any other cases if it believes that amendments or additions were made with undue delay or were aimed at disrupting the arbitration.

3. If the Arbitral Tribunal accepts the amended or supplemented claims, responses or any additional evidence, the Arbitral Tribunal and the Parties (or the Arbitral Tribunal independently) may negotiate the Timetable of Arbitration Proceedings, if necessary.

4. The Arbitral Tribunal shall accept an increased value of the claim only if the Party increasing the value of the claim pays the difference of the arbitration fee. The difference of the arbitration fee shall be determined in accordance with the rules established by the Rules on Arbitration Fees and Arbitration Costs.

5. The Party increasing the value of the claim shall present to the Arbitral Tribunal a relevant document confirming the payment of the difference of the arbitration fee no later than it submits the last written document in the case.

6. If the Party reduces the value of the claim, the procedure for refunding the difference of the arbitration fee shall be determined in accordance with the rules established by the Rules on Arbitration Fees and Arbitration Costs.

### **Article 31. Acknowledgement of the Claim and Withdrawal of the Claim**

1. The Respondent may fully or partially acknowledge the Claim at any time prior to the rendering of the arbitral award. The Arbitral Tribunal shall confirm the acknowledgement of the claims and render an arbitral award satisfying the claims acknowledged.

2. The Claimant may withdraw the Claim fully or partially at any time prior to the completion of the last oral hearing or prior to the completion of the last exchange of written documents, unless the Respondent advances reasoned objections against the termination of the arbitration based on the Respondent's legitimate interest in having the dispute resolved on the merits.

3. The Arbitral Tribunal shall accept the withdrawal of the Claim only if the Claimant pays all fees and costs of the Arbitral Tribunal incurred in connection with the examination of the Claim.

4. The Party withdrawing the Claim shall not be prevented from filing an identical claim in a separate arbitration. In this event any evidence or any facts established in the terminated arbitration shall not be pre-determined for the purposes of the new arbitration.

### **Article 32. Multiple Claims**

1. The Claimant may advance several claims covered by one Arbitration Agreement within one Request or Claim.

2. The Claimant may advance several claims covered by different Arbitration Agreements within one Request or Claim, if the Arbitration Agreements are compatible, including as regards the seat and language of arbitration, the procedure for constitution of the Arbitral Tribunal and other material conditions, and provided that:

- 1) the Arbitration Agreements are made by the same parties; or
- 2) the parties to the Arbitration Agreements are not the same, but the disputes arise from the principal and ancillary obligations (or other obligations similar by their legal nature).

3. In the case described in Paragraph 2 of this Article, the Request or Claim shall contain a request for consolidation of such claims and indicate the grounds for consolidating the same set forth in Paragraph 2 of this Article.

4. The Board shall decide on whether the consolidation of several claims is acceptable within *seven* (7) days from the date of receipt by the Arbitration Center of the Request or Claim. If the Board refuses to consolidate the claims (in full or in part), the Claimant may file separate Requests or Claims with respect to all non-consolidated claims.

5. If the Claimant files a Request or Claim in accordance with this Article, it shall pay the registration fee payable for filing a single Request or Claim. The arbitration fee shall be calculated based on the aggregate amount of all consolidated claims.

### **Article 33. Consolidation of Arbitration Proceedings**

1. The Board shall consolidate one or more arbitration proceedings administered by the Arbitration Center if all Parties to such proceedings agree to such consolidation.

2. The Board may also consolidate two or more commenced proceedings administered by the Arbitration Center upon the application of one of the Parties, if one of the following criteria is met:

- 1) the proceedings to be consolidated are based on the same Arbitration Agreement;
- 2) the proceedings to be consolidated are based on different Arbitration Agreements, if such Arbitration Agreements are compatible, including as regards the seat and language of arbitration, the procedure for constitution of the Arbitral Tribunal and other material conditions; and
  - a) the Parties to the proceedings to be consolidated are the same; or
  - b) the Parties to the proceedings to be consolidated are not the same, but the disputes arise from the principal and ancillary obligations (or other obligations similar by their legal nature).

3. Arbitration proceedings may be consolidated in accordance with Paragraphs 1 and 2 of this Article, if the Arbitral Tribunals in the proceedings to be consolidated have not been constituted, or an Arbitral Tribunal has been constituted only in one of the proceedings, or the Arbitral Tribunals in the proceedings to be consolidated are identical.

4. Consolidation of proceedings in accordance with Paragraph 1 of this Article is also allowed after the constitution of different Arbitral Tribunals in the proceedings to be consolidated, provided all of the following conditions are met:

1) all Parties to the proceedings to be consolidated have agreed upon the Arbitral Tribunal for the resolution of the dispute;

2) the consent(s) of the arbitrator(s) within the Arbitral Tribunals agreed upon by the Parties to resolve the dispute has(ve) been obtained;

3) all Parties to the proceedings to be consolidated have agreed to pay to the arbitrator(s) whose mandate is subject to termination, a special fee in accordance with Paragraph 4 of Article 9 of the Rules on Arbitration Fees and Arbitration Costs.

5. Unless the Parties have agreed otherwise, in case of consolidation of proceedings that did not involve already constituted Arbitral Tribunals, the earlier of the proceedings shall proceed. The proceedings commenced later shall terminate.

6. In case of consolidation of proceedings involving an already constituted Arbitral Tribunal, the proceedings where the Arbitral Tribunal has already been constituted shall proceed. The proceedings where the Arbitral Tribunal has not been constituted shall terminate.

7. In case of consolidation of proceedings with identical Arbitral Tribunals, the proceedings that commenced earlier shall continue. The proceedings that commenced later shall be terminated.

8. In case of consolidation of proceedings in accordance with Paragraph 1 of this Article, the proceedings agreed upon by all Parties to the proceedings to be consolidated shall proceed.

#### **Article 34. Representation of Parties and Third Parties**

1. The Parties and the third parties are entitled to present their cases in the arbitration administered by the Arbitration Center directly or through duly authorized representatives appointed by the Parties or the third parties respectively.

2. The representatives' powers shall be evidenced by a power of attorney issued in accordance with the requirements of the law applicable to such power of attorney. The power of attorney shall specify the right to represent the Party or the third party in arbitration. The power of attorney shall be made in Russian. The power of attorney made in a foreign language shall be accompanied by an official notarized translation into Russian.

3. The representative's authority can also be evidenced by other documents proven to have the same legal effect as a power of attorney in accordance with the personal law and/or the constituent documents of the legal entity.

4. Persons without full legal capacity or persons under guardianship or trusteeship cannot act as representatives in arbitration proceedings administered by the Arbitration Center.

5. A representative is entitled to perform all procedural acts on behalf of the represented

person or entity, unless the power of attorney or other document evidencing the representative's authority provides otherwise.

6. The power of attorney (or other document evidencing the representative's authority) shall specifically state the following rights of the representative:

- 1) the right to sign a Request, a Claim or a Counterclaim;
- 2) the right to fully or partially acknowledge the prayer for relief;
- 3) the right to fully or partially waive the prayer for relief;
- 4) the right to amend and supplement the prayer for relief;
- 5) the right to enter into a settlement agreement;
- 6) the right to enter into an agreement to terminate the arbitration without an award;
- 7) the right to enter into an agreement to mediate as well as the right to enter into a mediation settlement agreement.

7. The Arbitral Tribunal shall examine the credentials of the representatives of the Parties and/or third parties. On the basis of examination of the presented documents, the Arbitral Tribunal shall decide on the recognition of the representatives' authority and on the representatives' participation in the arbitration.

#### **Article 35. Multi-party Arbitration**

1. Co-claimants may commence arbitration by way of joint submission of a Request or a Claim or join the arbitration by way of submitting a separate Claim at a later stage of the arbitration, including after the Arbitral Tribunal has been formed. Joint submission of a Request or a Claim or joining an arbitration as a co-claimant is allowed where the claims of the co-claimants relate to the same subject matter and are covered by the same Arbitration Agreement. Unless the co-claimants agree otherwise, the arbitration fee shall be paid by all co-claimants in equal shares.

2. Co-Respondents may be joined to the proceedings as the Claimant decides, at the stage of submission of a Request or a Claim in accordance with Paragraph 2 of Article 10 of the Arbitration Rules. Joining a co-respondent is allowed where the Claimant's claims to all co-respondents are covered by the same Arbitration Agreement.

3. Any person or entity that is not a Party may enter the arbitration as an additional claimant provided any of the following conditions is met:

- 1) all Parties and third parties have consented to the entry of an additional claimant into the proceedings;
- 2) a person or entity entering the proceedings as an additional claimant is a party to the Arbitration Agreement;
- 3) the claims of the additional claimant and the claims of the Claimant are covered by Arbitration Agreements that are compatible including as regards the seat and language of arbitration, the procedure for constitution of the Arbitral Tribunal and other material conditions, and such claims arise from principal and ancillary obligations (or other obligations similar by their legal nature).

The additional claimant shall file a Claim. The Claim filed by the additional claimant shall be governed by the provisions of Article 27 of the Arbitration Rules *mutatis mutandis*. The requirement for payment of the registration fee shall not apply.

4. Any Party may request that an additional respondent be joined to the proceedings provided one of the following conditions is met:

1) all Parties and third parties have consented to joining an additional respondent to the proceedings;

2) a person or entity joining the proceedings as an additional respondent is a party to the Arbitration Agreement;

3) the claims to the additional respondent and the claims to the Respondent are covered by Arbitration Agreements that are compatible including as regards the seat and language of arbitration, the procedure for constitution of the Arbitral Tribunal and other material conditions, and such claims arise from principal and ancillary obligations (or other obligations similar by their legal nature).

The Party requesting that an additional respondent be joined to the proceedings in accordance with this Paragraph, shall file a Claim to such an additional respondent. The Claim filed to the additional respondent shall be governed *mutatis mutandis* by the provisions of Article 27 of the Arbitration Rules. The requirement for payment of the registration fee shall not apply.

5. The issue of entry of additional claimants into the proceedings and joining additional respondents to the proceedings prior to the constitution of the Arbitral Tribunal shall be decided by the Board, and after the Arbitral Tribunal is constituted – by the Arbitral Tribunal no later than within *seven (7)* days from the receipt of the respective application.

6. Entry into the proceedings as co-claimants or additional claimants, as well as joining the proceedings as co-respondents or additional respondents prior to the constitution of the Arbitral Tribunal shall not prevent the Arbitral Tribunal from subsequently declaring such entry or joining inadmissible in case the conditions set forth by the respective paragraphs of this Article are not met. In such a case, the Arbitral Tribunal shall continue the proceedings without considering the respective claims.

7. The Arbitral Tribunal may deny entry into the proceedings as co-claimants or additional claimants, or joining the proceedings as co-respondents or additional respondents, if this may result in undue delay or disruption of the proceedings.

8. Co-claimants, co-respondents, additional claimants and additional respondents who entered the proceedings or were joined to the proceedings prior to the constitution of the Arbitral Tribunal may participate in the constitution of the Arbitral Tribunal in accordance with the procedure set forth in Article 16 of the Arbitration Rules. Co-claimants, co-respondents additional claimants and additional respondents who entered the proceedings or were joined to the proceedings after the Arbitral Tribunal was constituted, are deemed to have waived their right to participate in the constitution of the Arbitral Tribunal.

9. Co-claimants, co-respondents, additional claimants and additional respondents who entered the proceedings or were joined to the proceedings agree to the arbitration as it is conducted as at the moment of such entry or joining and may not object to, or challenge procedural actions

that took place before that (including file challenges to the arbitrators on grounds already invoked for challenging such arbitrators prior to such entry or joining).

10. All co-claimants, co-respondents, additional claimants and additional respondents are vested with the procedural rights of the Parties.

11. The special rules for joining the participants in a Legal Entity in case of arbitration of Corporate Disputes are set out in Article 74 of the Arbitration Rules.

### **Article 36. Third Parties**

1. A third party is entitled to participate in arbitration upon its application for participation provided that the Parties consent to such participation. The third party is entitled to participate in the arbitration upon the application of one of the Parties provided the other Parties and the third party's consent to such participation. The third party's application or consent to participate in the arbitration presupposes the third party's consent to the terms and conditions of the Arbitration Agreement, provisions of the Arbitration Rules as well as the consent to be bound by the Arbitration Agreement and the Arbitration Rules.

2. The third party's consent to participate in the arbitration as third party and the Parties' consent to the third party's participation shall be made in writing. The Arbitral Tribunal shall issue an order concerning the third party's participation.

3. Each Party to the Arbitration Agreement is entitled to join arbitration as third party. In such event the Parties' consent to the third party's participation is not required.

4. In order to prevent undue delay or disruption of arbitration, the Arbitral Tribunal may refuse to allow a third party to participate in arbitration, except in cases of joining the participants in a Legal Entity to the proceedings under Corporate Disputes in accordance with Article 74 of the Arbitration Rules.

5. Third parties are entitled to make statements, give explanations to the Arbitral Tribunal in oral and in writing, and advance their arguments related to the arbitration. The third party accepts the state of the arbitration as of the date of joining the arbitration and may not raise objections or challenge procedural acts that took place prior to the date (including file challenges to the arbitrators on grounds already invoked for challenging such arbitrators prior to its joining the arbitration).

### **Article 37. Presentation of Evidence**

1. The Parties shall prove the circumstances on which they rely to support their claims or objections. The Arbitral Tribunal, if it considers the evidence presented to be insufficient, is entitled to recommend that the Parties present additional evidence. The Arbitral Tribunal shall fix an appropriate period of time for the submission of additional evidence.

2. A Party is entitled to present original documentary evidence or certified copies thereof. Only the Party possessing original evidence is entitled to certify the copy. If the certified copy of evidence is submitted, the Arbitral Tribunal may require submission of original evidence.

3. The evidence shall be verified in the manner prescribed by the Arbitral Tribunal. If the Arbitral Tribunal seats as a panel of arbitrators, the Arbitral Tribunal may entrust the verification of evidence to one of the arbitrators.

4. The arbitrators shall assess the evidence according to their inner conviction.

5. A failure by a Party to submit evidence appropriately, in particular, failure to submit it within the period of time prescribed by the Arbitral Tribunal, shall not prevent the Arbitral Tribunal from resuming arbitration proceedings and rendering an arbitral award based on the presented evidence.

#### **Article 38. Assistance of Courts in Obtaining the Evidence**

The Arbitral Tribunal or one of the Parties subject to the consent of the Arbitral Tribunal may submit to the competent court a request for assistance in obtaining the evidence in accordance with the rules of the effective procedural legislation.

#### **Article 39. Oral Hearings and Written Proceedings**

1. Arbitration may be conducted by way of holding oral hearings or only based on the documents submitted by the Parties.

2. In cases not covered by Paragraphs 3 and 4 of this Article, and based on the specific circumstances of the dispute, the Arbitral Tribunal shall issue an order to hold oral hearings or to conduct the arbitration only based on the documents presented.

3. The Arbitral Tribunal shall issue an order to conduct the arbitration based solely on the documents presented where the Parties expressly agreed not to hold oral hearings.

4. The Arbitral Tribunal shall issue a ruling to hold oral hearings where:

- 1) there is an agreement between the Parties to hold oral hearings;
- 2) at least one of the Parties requests the Arbitral Tribunal to hold oral hearings.

5. The oral hearings shall be held on the dates and at the venue specified in the Timetable of Arbitration Proceedings in accordance with Article 21 and Article 22 of the Arbitration Rules. If the dates and venue of oral hearings have not been determined earlier, the Parties shall be notified of the time and venue of oral hearings at least *fourteen (14)* days in advance of the oral hearings. The period may be reduced upon the Parties' agreement.

6. If a Party or its representatives properly notified of the time and venue of the oral hearings fail to appear, they shall not prevent the arbitration from being conducted and the arbitral award from being rendered, unless the Arbitral Tribunal decides that the Party failed to appear for good cause.

7. The oral hearings may be conducted *via* tele- or videoconferencing.

#### **Article 40. Assistants to the Arbitral Tribunal**

1. If provided for by the Arbitration Rules, the personnel of the Administrative Office may act as assistants to the Arbitral Tribunal. The Arbitral Tribunal's assistants shall be appointed by the Executive Administrator on the initiative of the Arbitral Tribunal. The Executive Administrator shall notify the Parties and the Arbitral Tribunal of the appointment of the assistants in writing.

2. In the course of arbitration, the assistants to the Arbitral Tribunal shall perform the following functions:

- 1) assisting the Arbitral Tribunal with preparing the case for hearings;
- 2) keeping the record of sessions;

3) participating in compiling the case files;

4) performing other functions upon the Arbitral Tribunal's instructions in accordance with the Arbitration Rules, where such functions are unrelated to resolving disputes or to rendering arbitral awards on the merits.

3. While exercising their functions, the Arbitral Tribunal's assistants shall remain impartial and independent and avoid conflicts of interest. For the purposes of preventing, detecting and addressing conflicts of interest, the Arbitral Tribunal's assistants shall be guided by the provisions of Articles 4 – 6 of the Rules on Impartiality and Independence of Arbitrators, approved by Order of the President of the Chamber of Commerce and Industry of the Russian Federation No. 39 dated August 27, 2010 applicable *mutatis mutandis*.

4. A Party may challenge the assistant to the Arbitral Tribunal if there are justifiable doubts as regards his/her impartiality or independence. The challenge of the assistant to the Arbitral Tribunal shall be reviewed and decided by the Board in accordance with Article 17 of the Arbitration Rules providing for the procedure of challenging an arbitrator.

#### **Article 41. Record of Oral Hearings**

1. The oral hearings shall be recorded in audio and in writing. The record shall contain the following information:

1) the name of the Arbitration Center;

2) the number of the case;

3) the place and date of the oral hearing;

4) the names of the Parties;

5) the information related to the representatives of the Parties if they participate in the oral hearing;

6) the full names of the arbitrators, assistants to the Arbitral Tribunal, experts, interpreters and other participants in the oral hearing;

7) the summary of the oral hearing;

8) the claims advanced by the Parties and the summary of other important statements made by the Parties;

9) description of the grounds for postponement or closure of the oral hearing;

10) the signatures of the arbitrators.

2. Parties are entitled to familiarize themselves with the content of the record. At the request of any Party, the record may be amended or supplemented by an order of the Arbitral Tribunal, if the request is considered justified.

3. The audio recording of the oral hearing shall form an integral part of the record.

4. At the request of a Party, a copy of the record, as well as the audio recording of the oral hearing shall be delivered to the Party.

#### **Article 42. Postponement of Oral Hearings**

1. If necessary, oral hearings may be postponed upon the Parties' request or on the

Arbitral Tribunal's initiative.

2. Oral hearings may be postponed, *inter alia*, as a consequence of the Parties' failure to appear, in case of malfunction of technical means of conducting oral hearings or in case the Arbitral Tribunal grants a request to postpone oral hearings in order to present additional evidence or to perform other procedural acts, filed by a Party or a third party.

3. The Arbitral Tribunal shall issue an order on the postponement of the hearing.

4. If the oral hearings are postponed, the Arbitral Tribunal shall amend the Timetable of the arbitration proceedings and render an order on this matter.

#### **Article 43. Suspension of Arbitration**

1. The Arbitral Tribunal may suspend the arbitration upon the request of one of the Parties if such suspension is necessary for rendering a lawful and fair arbitral award.

2. The Arbitral Tribunal shall suspend the arbitration if both Parties request to suspend the arbitration until the occurrence or elimination of the events or circumstances to be specified by both Parties.

3. Arbitration shall be suspended until the occurrence or elimination of events or circumstances underlying the suspension.

4. The Arbitral Tribunal shall resume the arbitration upon its own initiative or the Parties' request after the circumstances underlying the suspension have been eliminated.

5. The Arbitral Tribunal shall render an order for the suspension or resumption of the arbitration. The order resuming the arbitration shall be accompanied by a new Timetable of Arbitration Proceedings.

6. If the arbitration is suspended, the terms (periods of time) set forth by the Arbitration Rules shall stop running, and shall resume after the arbitration resumes, unless the Arbitral Tribunal establishes other terms (period of time) in the new Timetable of Arbitration Proceedings, taking into account the circumstances or events underlying the suspension of the arbitration.

#### **Article 44. Experts**

1. The Arbitral Tribunal may appoint one or several experts to present written opinions on the issues specified by the Arbitral Tribunal that require special knowledge.

2. If the Parties have agreed on the expert and obtained his/her consent, the Arbitral Tribunal shall appoint that expert.

3. If the Parties have not agreed on the expert, the Arbitral Tribunal shall independently search for, obtain the consent of, and appoint an expert, including based on his/her specialization and capacity.

4. Any person who is impartial and independent of the Parties and third parties may be appointed as expert. The expert may be challenged if there are justifiable doubts as regards the expert's impartiality or independence. Challenges of experts shall be examined pursuant to the procedure established by the Arbitral Tribunal.

5. The Parties may suggest the wording of the questions that may be put before the expert.

6. The Arbitral Tribunal shall render an order for the expert's appointment accompanied

by the questions to be answered as well as other information, for instance, the term (time period) for the expert's research, the list of documents to be submitted to the expert, etc.

7. The Arbitral Tribunal may demand at any time from any Party to provide the expert with any information related to the dispute or to grant him/her access to any documents, goods, samples, assets or sites controlled by the Parties, if they are related to the dispute and access thereto is necessary for the expert's research.

8. The expert's opinion shall be submitted in writing within the term (time period) established by the Arbitral Tribunal.

9. At a Party's request or if necessary, the Arbitral Tribunal may require that the expert participate in oral hearings after the submission of his/her opinion. In the course of the oral hearings, the Parties and third parties may ask the expert questions related to his/her research and opinion.

10. Unless the Parties agree otherwise, the fee and costs of any expert appointed by the Arbitral Tribunal pursuant to this Article shall be allocated between the Parties in accordance with the Rules on Arbitration fees and Arbitration costs.

#### **Article 45. Witnesses**

1. A witness is an individual aware of any factual circumstances relevant to resolving the dispute.

2. While negotiating the Timetable of Arbitration Proceedings or at any time prior to the next oral hearing, the Arbitral Tribunal may require that any Party file a separate written notice containing information on the identity of the witnesses it intends to produce, the subject matter of the witnesses' testimony and its importance and relevance to the merits of the dispute. Such information may be included by the Party in any other procedural document submitted in writing in the course of arbitration.

3. Witness testimony may be submitted by any Party as a written statement signed by the witness and verified by a notary, or as the witness's interview conducted by a notary or an attorney accompanied by an audio recording of the interview on a USB Flash Drive.

4. At the request of any Party, the Arbitral Tribunal may require that the witness, whose statement was provided earlier in writing, present testimony during an oral hearing. If the witness fails to attend the hearing for oral examination within the term (period of time) established by the Arbitral Tribunal, the Arbitral Tribunal may place such weight on the written statement as it deems appropriate in light of the circumstances of the dispute. The Arbitral Tribunal is entitled to exclude such written statement from the case record in full or in part.

5. The witness may be questioned by any Party or third party with respect to the subject matter of the dispute if the witness's answers are relevant to the arbitration. The Arbitral Tribunal may dismiss a Party's questions if they do not relate to the subject matter of the dispute or if the witness has already answered the question during his/her oral testimony. The witness may be questioned by the Arbitral Tribunal as a whole, including by each arbitrator on the panel.

## CHAPTER 5. INTERIM MEASURES

### **Article 46. Interim Measures**

1. Unless the Parties agreed otherwise, the Arbitral Tribunal, or, prior to the constitution of the Arbitral Tribunal, the person specified in Paragraphs 1 or 3 of Article 49 of the Arbitration Rules, may, upon the application of any Party, issue an order ordering one of the Parties to undertake urgent provisional measures aimed at securing the claim or property interests, as well as at preserving the evidence that may be relevant for the arbitration and essential for resolving the dispute (hereinafter, the “**interim measures**”) it deems appropriate.

2. Interim measures shall be introduced if the failure to introduce them may obstruct or frustrate performance of the award, as well as for the purpose of preventing significant harm to any of the Parties.

3. Interim measures shall correspond to the value of the claim.

4. The costs related to the introduction of interim measures shall be borne by the Parties in accordance with the procedure and in the amount established under Articles 10 and 11 of the Rules on Arbitration Fees and Arbitration Costs.

### **Article 47. Application for Interim Measures**

1. The application for interim measures may be filed together with the Request or the Claim, or separately therefrom at any stage of the proceedings prior to the issuance of the arbitral award.

2. If interim measures need to be introduced prior to the constitution of the Arbitral Tribunal, this shall be specifically stated in the application for interim measures. In this case, the application for interim measures shall also specify why the issue of introduction of interim measures cannot be postponed until the constitution of the Arbitral Tribunal.

### **Article 48. Procedure for Introducing, Amending and Cancelling Interim Measures**

1. The application for interim measures shall be considered by the Arbitral Tribunal no later than on the day following the date of receipt hereof by the Arbitration Center, without notifying the Parties and without the Parties’ participation, except where the Arbitral Tribunal finds the information and documents submitted by the respective Party insufficient to decide the issue of introduction of interim measures. In that case, the Arbitral Tribunal may request that the Parties submit additional information and documents, as well as hold oral hearings to decide on the issue of introduction of interim measures.

2. The Arbitral Tribunal (or the person specified in Paragraphs 1 or 3 of Article 49 of the Arbitration Rules) may request, in its order to introduce interim measures, that any of the Parties provide appropriate security in view of the interim measures introduced.

3. The Arbitral Tribunal may upon the application of any Party amend or annul the order to introduce interim measures, including the order to introduce interim measures issued in accordance with Article 49 of the Arbitration Rules, if there are sufficient grounds for doing so. The Arbitral Tribunal may hold oral hearings to decide the issue of annulment of the interim measures introduced.

4. Copies of the order introducing, refusing to introduce, amending or annulling the interim measures shall be sent to the Parties no later than on the day following the date of its

issuance.

**Article 49. Procedure for Introducing Interim Measures Prior to the Constitution of the Arbitral Tribunal**

1. The order to introduce interim measures prior to the constitution of the Arbitral Tribunal may be issued by the President of the Board. Such interim measures shall be subject to the rules of this Chapter regulating interim measures introduced by the Arbitral Tribunal, subject to special rules provided in this Article.

2. When deciding the issue of introduction of interim measures, the President of the Board shall proceed from the provisions of Article 7 of the Internal Rules on the prohibition of the conflict of interests.

3. In case of a conflict of interest or in any other case where the resolution of the issue of introduction of interim measures by the President of the Board appears to be impossible, he/she shall immediately report this to the Executive Administrator and the Parties and remand the application for interim measures to the Arbitration Center together with any and all documents received for resolving the issue of introduction of interim measures. In this case, the Executive Administrator shall, upon agreement with the members of the Board, file such an application and documents with one of the members of the Board for resolving the issue of introduction of interim measures.

4. When resolving the issue of introduction of interim measures in accordance with Paragraph 3 of this Article, the Executive Administrator may prolong the term set forth in Paragraph 1 of Article 48 of the Arbitration Rules, but for no longer than until the end of the business day following the submission of the application and documents to the member of the Board for resolving the issue of introduction of interim measures.

5. The Arbitral Tribunal shall not be bound by the conclusions of the President of the Board (or the person resolving the issue of introduction of the interim measures in accordance with Paragraph 3 of this Article) contained in the order to introduce or refuse to introduce interim measures issued by him/her.

6. The Party filing the application for interim measures prior to the constitution of the Arbitral Tribunal shall pay a special administrative fee defined in Article 1 of the Rules on Arbitration Fees and Arbitration Costs.

**Article 50. Enforcement of the Arbitral Tribunal's Order Granting Interim Measures**

1. The Arbitral Tribunal's order to introduce interim measures shall be performed by the Parties immediately after their receipt of the same.

2. If the claims are satisfied, the interim measures shall remain effective until the arbitral award has been *de facto* enforced.

3. If the claims are not satisfied or arbitration is ceased, or if the Arbitral Tribunal issues an order annulling the interim measures, the interim measures shall terminate from the moment the respective decision or order is issued.

4. Unless the Parties agree otherwise, the Party that violates the Arbitral Tribunal's order for imposition of interim measures shall be obliged to pay all damages arising from such violation to another Party.

### **Article 51. Interim Measures Granted by State Courts with Respect to Arbitration**

1. Any Party is entitled to file with a competent court an application for interim measures intended to secure the claims in the arbitration administered by the Arbitration Center under the procedure prescribed by the procedural laws.

2. The Party shall file an application for interim measures intended to secure the claims in the arbitration administered by the Arbitration Center with a competent court at the seat of arbitration or at the Respondent's address or at the location of the Respondent's property, which could be subject to the interim measures.

3. The application for interim measures filed with a competent court shall be accompanied, *inter alia*, by the following exhibits:

1) a copy of the Request admitted for hearing or a copy of the Claim, in each case authenticated by the Executive Administrator, or a copy of the Request or the Claim certified by a notary;

2) a duly certified copy of the Arbitration Agreement.

4. The application for interim measures intended to secure the claims in the arbitration administered by the Arbitration Center shall be considered by a competent court in accordance with the applicable procedural laws. The decision granting security of the claims or refusing to grant such security shall be rendered by the competent court in accordance with the applicable procedural laws.

5. The Arbitral Tribunal's decision refusing to satisfy the claims shall serve as a sufficient ground for termination of the security of such interim measures granted by a competent court.

## **CHAPTER 6. ARBITRAL AWARDS AND ORDERS**

### **Article 52. Rendering of the Arbitral Award**

1. After the Arbitral Tribunal finishes examining the circumstances of the specific dispute, it shall render an arbitral award.

2. Unless the Arbitration Agreement provides otherwise, in case of arbitration where the Arbitral Tribunal seats as a panel, any arbitral award shall be rendered by the majority of the arbitrators. The arbitrator failing to agree with the arbitral award may deliver his/her dissenting opinion in writing. The dissenting opinion shall be attached to the arbitral award.

### **Article 53. Form and Contents of the Arbitral Award**

1. The arbitral award shall be made in writing and shall be signed by a sole arbitrator or the arbitrators on the panel, including the arbitrator with a separate opinion, specifying the date of such signing. When the Arbitral Tribunal seats as a panel, signatures of the majority of the arbitrators shall suffice, provided that the reason for any omitted signature is stated by the Executive Administrator.

2. An arbitral award shall contain the following information:

- 1) the name of the Arbitration Center;
- 2) the number of the case;
- 3) the date of the arbitral award;

- 4) the seat of arbitration;
- 5) the Arbitral Tribunal and the procedure of its constitution;
- 6) names (last name, first name and patronymic, if any) and addresses of the Parties;
- 7) grounds for the jurisdiction of the Arbitral Tribunal;
- 8) claims and objections made by the Claimant and the Respondent respectively and any applications made by the Parties;
- 9) the circumstances of the case ascertained by the Arbitral Tribunal, evidence supporting the Arbitral Tribunal's findings with respect to these circumstances and the legal rules underlying the Arbitral Tribunal's conclusions;
- 10) the operative part of the arbitral award that contains the Arbitral Tribunal's decision satisfying or refusing to satisfy each claim. The amount of arbitration fee, arbitration costs and the Parties' expenses, allocation of these costs and expenses between the Parties and, if necessary, the time limit and the procedure for enforcement of the arbitral award shall be specified in the operative part of the arbitral award.

3. The date of the arbitral award is deemed to be the date of the signature by the sole arbitrator or of the signature of the last arbitrator in the Arbitral Tribunal.

4. The original arbitral award signed by the arbitrators shall be authenticated with the seal of the Arbitration Center and the signature of the Executive Administrator.

5. After the arbitral award has been rendered, its copy signed by the arbitrators in accordance with Paragraph 1 of this Article shall be sent to both Parties and third parties.

#### **Article 54. Arbitral Award on Agreed Terms (Settlement)**

1. If the Parties settle a dispute in the course of arbitration, *inter alia*, by reaching a settlement agreement, and if the Parties so request, the Arbitral Tribunal may render an arbitral award on the terms agreed by them.

2. The arbitral award on the agreed terms shall be rendered in accordance with the provisions of Articles 52 – 53 of the Arbitration Rules and shall specify that it constitutes an arbitral award. The arbitral award in the form of an arbitral award on agreed terms has the same legal force and shall be enforced in the same manner as any other arbitral award.

#### **Article 55. Application for Mediation**

1. Application for mediation is allowed at any stage of arbitration.

2. If in the course of arbitration the Parties agree to conduct mediation, any Party may notify the Arbitral Tribunal and file with the Arbitral Tribunal an agreement to mediate in writing conforming to the requirements set forth in the effective legislation.

3. If the Arbitral Tribunal is provided with the agreement specified in Paragraph 2 of this Article, the Arbitral Tribunal shall render an order for mediation.

4. The time limit for mediation shall be agreed by the Parties and shall be stated in the Arbitral Tribunal's order for mediation.

5. The order for mediation may specify that the oral hearings are to be postponed until the end of mediation and that the Timetable of Arbitration Proceedings is to be suspended.

6. If the mediation is terminated by the Parties due to the grounds other than the conclusion of the settlement agreement, the Arbitral Tribunal shall determine the new Timetable of Arbitration Proceedings and render an order in this respect.

7. The settlement agreement concluded by the Parties in writing as a result of the mediation may be confirmed by the Arbitral Tribunal in the form of an arbitral award on agreed terms, if the Parties so request in accordance with Article 54 of the Arbitration Rules.

#### **Article 56. Correction and Interpretation of the Arbitral Award**

1. Within *thirty (30)* days following the date of receipt of the arbitral award:

1) a Party may, subject to notifying the other Party, request that the Arbitral Tribunal correct any errors in computation, any clerical or typographical errors or errors of the similar nature in the arbitral award;

2) any of the Parties may, subject to notifying the other Party, request that the Arbitral Tribunal give an interpretation of a specific point or part of the arbitral award.

2. If the Arbitral Tribunal considers the request to be justified, the Arbitral Tribunal shall make the corrections or give the interpretation within *thirty (30)* days following the date of receipt of the request. Such corrections or interpretation shall form an integral part of the arbitral award.

3. The Arbitral Tribunal may correct any errors in computation, any clerical or typographical errors or errors of the similar nature in the arbitral award on its own initiative within *thirty (30)* days following the date of rendering of the arbitral award.

#### **Article 57. Additional Award**

1. Any of the Parties may, subject to notifying the other Party, request that the Arbitral Tribunal render an additional award on the claims presented in the arbitration which were disregarded in the arbitral award. The request may be made within *thirty (30)* days following the date of receipt of the arbitral award. The Arbitral Tribunal shall, if it considers the request justified, render an additional award within *sixty (60)* days following the date of receipt of the request.

2. The Arbitral Tribunal may, if necessary, hold oral hearings in accordance with Article 39 of the Arbitration Rules.

3. The additional award shall be rendered subject to the requirements set forth in Articles 52 and 53 of the Arbitration Rules and shall become an integral part of the arbitral award. The date of the arbitral award in this case shall be the date of issuance of the additional award.

#### **Article 58. Challenging the Arbitral Award**

1. The arbitral award may be annulled on grounds provided for in the effective legislation.

2. By means of a direct (special) agreement the Parties may agree that the arbitral award shall be final. A final arbitral award shall not be subject to annulment.

#### **Article 59. Enforcement of the Arbitral Award**

1. The arbitral award shall be binding upon the Parties from the date of its rendering and shall be enforceable immediately. The Parties and the Arbitral Tribunal shall use their best efforts to ensure that the arbitral award is legally enforceable.

2. In order to amend the state register, register of holders of registered securities or another register in the territory of the Russian Federation, introduction of entries into which entails

creation, alteration or termination of civil rights and obligations, in accordance with the arbitral award (including the arbitral award that does not require enforcement), the respective Party shall obtain an enforcement order (writ of execution) in accordance with the effective procedural laws.

3. The arbitral award may be enforced according to the effective legislation and international treaties.

#### **Article 60. Termination of Arbitration**

1. The arbitration shall be terminated by the issuance of an arbitral award.

2. The arbitration shall terminate without an arbitral award being rendered (in full or with respect to specific claims) in the following cases:

1) the Claimant waived its claims in full or with respect to specific claims and the waiver was accepted by the Arbitral Tribunal pursuant to Article 31 of the Arbitration Rules;

2) the Parties reached an agreement to terminate the arbitration without rendering an arbitral award;

3) the Arbitral Tribunal finds that continuing the arbitration has become unnecessary or impossible, including where:

a) there is a judgment or award of a court of general jurisdiction, an *arbitrazh* (commercial) court or arbitral tribunal issued in the dispute between the Parties on the same subject matter and grounds that has already entered into effect;

b) the Arbitral Tribunal issues an order on the lack of jurisdiction to resolve the dispute brought before it in accordance with Article 83 of the Arbitration Rules;

c) an organization acting as one of the Parties is liquidated;

d) a private individual – entrepreneur or a private individual acting as one of the Parties dies or is declared deceased or missing;

e) the arbitration fee is not fully paid within the prescribed time limit;

f) the Claimant has failed to submit the Claim in accordance with the provisions of Article 21 of the Arbitration Rules;

g) the amount of claim in expedited arbitration exceeds *thirty million (30,000,000) Rubles* for arbitration of domestic disputes, or *five hundred thousand (500,000) US Dollars* for international commercial arbitration in accordance with Article 64 of the Arbitration Rules;

h) a dispute admitted for arbitration as a Corporate Dispute, cannot be considered in accordance with the provisions of Chapter 8 of the Arbitration Rules, and no consents of all Parties to continue the arbitration, referred to in Paragraph 6 of Article 71 of the Arbitration Rules, are available;

i) arbitration proceedings are consolidated in accordance with Paragraphs 5 – 7 of Article 33 of the Arbitration Rules.

3. An order to terminate the arbitration on the grounds set forth in Paragraph 2 of this Article shall be rendered by the Arbitral Tribunal, and where no Arbitral Tribunal has been constituted, by the Board.

4. After the order to terminate the arbitration was rendered, its copy signed by the

arbitrators and authenticated by the seal of the Arbitration Center and signature of the Executive Administrator shall be sent or delivered to both Parties.

5. The termination of arbitration due to reasons listed in Paragraph 1 and subparagraphs d), e), f), g) and h) of Paragraph 2 of this Article shall not prevent the Parties from filing the same claims with the Arbitration Center. In this event, arbitration shall be recommenced and shall be treated as a new arbitration. No circumstances ascertained in the course of the terminated arbitration may be taken into consideration. Such circumstances shall have no pre-determined effect in the new arbitration.

6. The powers of the Arbitral Tribunal shall cease simultaneously with the termination of the arbitration, except for the cases set forth in Paragraphs 4 and 5 of Article 13 of the Arbitration Rules.

#### **Article 61. Orders**

1. The Arbitral Tribunal may render an order with respect to issues not concerning the merits of the case.

2. Prior to the constitution of the Arbitral Tribunals, orders, including the order to terminate the proceedings on the grounds listed in Paragraph 2 of Article 60, shall be rendered by the Board.

#### **Article 62. Custody of Arbitral Awards, Orders for Termination of Arbitration and Case Files**

1. The arbitral award, the order to terminate the arbitration and the case files shall be kept at the Arbitration Center in hard copy for *five (5)* years following the date of termination of the arbitration. The arbitral award, the order for termination of arbitration and the case files shall be kept at the Arbitration Center in electronic format for *ten (10)* years following the date of termination of arbitration.

2. At the request of a competent court, the Arbitration Center is obliged to provide the court with the available arbitral award, order to terminate the arbitration and case files within the time limit established in the request.

3. In case of dissolution of the Arbitration Center prior to the expiry of *five (5)* years from the date of termination of arbitration, the arbitral award, the order to terminate the arbitration and the case files shall be entrusted for custody to a competent court in accordance with the effective legislation.

### **CHAPTER 7. EXPEDITED ARBITRATION**

#### **Article 63. General Provisions on Expedited Arbitration**

1. Expedited arbitration is conducted without oral hearings and based only on documents. The number of exchanges of procedural documents by the Parties is limited.

2. Provisions of the Arbitration Rules shall apply to expedited arbitration subject to special rules set forth in Chapter 7 of the Arbitration Rules.

3. Expedited arbitration shall not be subject to the provisions of Articles 32 and 33 of the Arbitration Rules, or the provisions of Article 35 of the Arbitration Rules to the extent they allow entry of additional Claimants and joining of additional Respondents to the proceedings.

4. The provisions of the Chapter 7 of the Arbitration Rules cannot be amended by the Parties unless the Chapter 7 of the Arbitration Rules provides otherwise.

#### **Article 64. Grounds for Application of Expedited Arbitration**

1. Expedited arbitration applies if the Parties have specified in the Arbitration Agreement that expedited arbitration shall apply to disputes between the Parties in accordance with the Arbitration Rules and that the Parties directly (specially) agree not to hold oral hearings. No direct (special) agreement of the Parties to refuse to hold oral hearings is required for the application of expedited arbitration in international commercial arbitration.

2. Expedited arbitration may apply if the value of the claim does not exceed *thirty million (30,000,000)* Rubles for arbitration of domestic disputes, or *five hundred thousand (500,000)* US Dollars for international commercial arbitration.

3. If the value of the claim is increased before the Arbitral Tribunal's constitution and exceeds the value set forth in Paragraph 2 of this Article, the dispute shall be resolved by means of a standard arbitration procedure provided for in the Arbitration Rules.

4. If the value of the claim is increased after the Arbitral Tribunal's constitution and exceeds the amount set forth in Paragraph 2 of this Article, the expedited arbitration shall be terminated, unless the Parties agree that the dispute shall be resolved by a sole arbitrator by means of a standard arbitration procedure provided for in the Arbitration Rules.

#### **Article 65. Commencement of Expedited Arbitration**

1. The expedited arbitration shall commence once the Claimant files a Claim in compliance with all requirements set forth in Article 27 of the Arbitration Rules. The Claim shall specify that it is submitted under the expedited arbitration.

2. Prior to the filing of the Claim with the Arbitration Center, the Claimant shall send to the Respondent the Claim with all exhibits in accordance with the procedure set forth in Paragraphs 3 and 4 of Article 6 of the Arbitration Rules.

3. The Claim under the expedited arbitration is subject to Article 11 of the Arbitration Rules related to the suspension of a Request.

4. Expedited arbitration is deemed to have commenced on the date of receipt of the Claim by the Arbitration Center.

#### **Article 66. Constitution of the Arbitral Tribunal under Expedited Arbitration**

1. In expedited arbitration, disputes shall be resolved by a sole arbitrator. Unless the Parties have agreed upon the arbitrator or the procedure for electing the same in the Arbitration Agreement, the arbitrator shall be appointed by the Board within *fourteen (14)* days following the date of receipt of the Claim by the Arbitration Center.

2. The Parties may challenge an arbitrator under expedited arbitration in accordance with Article 17 of the Arbitration Rules within *five (5)* days following the date of becoming aware of the arbitrator's appointment or within *five (5)* days following the date of becoming aware of the circumstances specified in Paragraph 1 of Article 17 of the Arbitration Rules. In this event, the arbitrator shall either resign or deliver a written response to the challenge to the Party within *five (5)* days following the date of becoming aware of the challenge.

3. Under the expedited arbitration, the challenge shall be considered by the Board within

*twenty (20)* days following the date of receipt of the challenge by the Arbitration Center.

4. Under the expedited arbitration, a new arbitrator shall be appointed in accordance with Paragraph 1 of this Article. If an arbitrator is substituted, the arbitration period may be extended by the Executive Administrator for no longer than *thirty (30)* days.

#### **Article 67. Conduct of Expedited Arbitration**

1. If the Respondent does not acknowledge the Claim, it shall produce a Response in accordance with the requirements set forth in Article 28 of the Arbitration Rules and send the same to the Claimant, the Arbitral Tribunal and the Arbitration Center within *twenty (20)* days following the date of the receipt of the Claim.

2. The Respondent may file a Counterclaim in accordance with the requirements stipulated by Article 29 of the Arbitration Rules together with the Response.

3. The Claimant may make additional written submissions within *ten (10)* days following the date of receipt of the Response to the Claim. The Claimant may make additional written submissions within *ten (10)* days following the date of receipt of the Counterclaim in accordance with the requirements set forth in Article 28 of the Arbitration Rules.

4. If the Claimant made additional written submissions and/or filed a Response to the Counterclaim in accordance with Paragraph 3 of this Article, the Respondent is also entitled to make additional written submissions within *ten (10)* days following the date of the Claimant's additional submissions or the date of filing of the Response to the Counterclaim. In this event the Claimant may file a Response to the Respondent's submissions within *ten (10)* days following the date of submission of the last procedural document by the Respondent.

5. Unless the Arbitral Tribunal deems it necessary, no additional submissions or evidence shall be admitted after the submission of the last procedural document in accordance with Paragraphs 1 – 4 of this Article. Additional submissions and evidence submitted in breach of this Paragraph shall be disregarded by the Arbitral Tribunal and shall be returned to the appropriate Party without being attached to the case files.

#### **Article 68. Arbitral Award under Expedited Arbitration**

1. The arbitral award under the expedited arbitration shall be rendered in accordance with the requirements of Article 53 of the Arbitration Rules.

2. If there are relevant grounds for doing so, the Arbitral Tribunal may render an award on agreed terms in accordance with the Article 49 of the Arbitration Rules.

3. The provisions of Chapter 6 of the Arbitration Rules related to correction and interpretation of the arbitral award and additional awards shall apply to the arbitral award rendered under the expedited arbitration.

## CHAPTER 8. RULES ON ARBITRATION OF CORPORATE DISPUTES

### Article 69. General Provisions on the Rules on Arbitration of Corporate Disputes

1. The following disputes related to the incorporation of a legal entity in the Russian Federation (hereinafter, the “**Legal Entity**”), management thereof or participation therein, arising between the founders, participants, members of the Legal Entity (hereinafter, the “**Participants**”) and the Legal Entity itself, including disputes under claims of the Participants related to the Legal Entity’s relations with another party, in case the Participants are entitled to file such claims in accordance with the federal laws, shall be resolved in accordance with the provisions of Chapter 8 of the Arbitration Rules:

- 1) disputes related to the incorporation, reorganization and liquidation of a Legal Entity;
- 2) disputes under claims of the Participants for the recovery of damages caused to the Legal Entity, invalidation of transactions made by the Legal Entity and/or application of the consequences of invalidity of such transactions;
- 3) disputes related to the appointment or election, termination and suspension of powers and the liability of persons who are/were members of the management and control bodies of the Legal Entity, as well as disputes arising from civil law relations between the said persons and the Legal Entity in connection with the exercise, termination and suspension of their powers;
- 4) disputes arising from agreements of the Participants in relation to the management of such a Legal Entity, including disputes arising from corporate agreements;
- 5) disputes related to the issuance of securities, including disputes on the challenging of resolutions of the issuer’s management bodies, the transactions made in the course of offering of issuance securities, and reports (notifications) on the results of issuance (additional issuance) of issuance securities;
- 6) disputes on challenging resolutions of the management bodies of the Legal Entity;
- 7) other disputes qualifying under the requirements of Paragraph 1 of this Article and not expressly mentioned in subparagraphs 1 – 6 of this Paragraph, except for disputes listed in Paragraph 2 of this Article,  
(hereinafter, the “**Corporate Disputes**”).

2. The provisions of Chapter 8 of the Arbitration Rules shall not apply to the arbitration of the following disputes:

- 1) disputes related to the title to shares, participatory interests in charter (contributed) capital of commercial companies and partnerships, shares of members of cooperatives, imposition of encumbrances on the same and the exercise of rights arising therefrom, including disputes arising from agreements for the sale and purchase of shares, participatory interests in charter (contributed) capital of commercial companies and partnerships, or disputes related to levying execution on such shares and participatory interests in charter (contributed) capital of companies and partnerships;
- 2) other disputes arising from the agreements for the sale and purchase of shares, participatory interests in charter (contributed) capital of commercial companies and partnerships not specified in subparagraph 1 of this Paragraph;

3) disputes arising in the course of activities of the keepers of registers of holders of securities, related to keeping records of rights to shares and other securities, with the exercise by the keepers of registers of holders of securities of other rights and obligations provided for in the federal laws in connection with offering and/or negotiation of securities;

4) disputes on the separation of marital property between spouses (shares, participatory interests in the charter (contributed) capital of commercial companies and partnerships);

5) disputes involving foreign legal entities, including foreign organizations not accorded the status of legal entities.

3. The seat of arbitration of Corporate Disputes is Russian Federation.

4. Parties to an arbitration of a Corporate Dispute are the Parties to the Corporate Dispute, including all separate representatives of the Legal Entity, in case where claims are filed on behalf of the Legal Entity by its Participants, and other persons who joined the arbitration of the Corporate Dispute in accordance with Chapter 8 of the Arbitration Rules notwithstanding their status and the stage of the proceedings (hereinafter, the “**Parties to a Corporate Dispute**”).

5. The provisions of the Arbitration Rules shall apply to the arbitration of Corporate Disputes subject to the special rules set forth in Chapter 8 of the Arbitration Rules. The provisions of the Arbitration Rules on expedited arbitration shall not apply to the arbitration of Corporate Disputes.

6. The provisions of the Chapter 8 of the Arbitration Rules cannot be amended by the Parties unless the Chapter 8 of the Arbitration Rules provides otherwise.

#### **Article 70. Arbitration Agreement with Respect to Corporate Disputes**

1. Corporate Disputes may be referred to arbitration administered by the Arbitration Center provided that the Legal Entity, all Participants thereof and other parties acting as Claimants and Respondents in the aforesaid disputes are parties to an Arbitration Agreement.

2. An Arbitration Agreement between all Participants of a Legal Entity, the Legal Entity itself and such other party may also be executed by way of execution by all Participants and the Legal Entity of an agreement between such other party and the Legal Entity, or an addendum to such an agreement containing the respective Arbitration Agreement covering all or part of the Corporate Disputes.

3. The Arbitration Agreement with respect to all or part of the Corporate Disputes may also be executed by way of incorporation of such an Arbitration Agreement into the charter (articles of association) of the Legal Entity. The charter (articles of association) containing an Arbitration Agreement, the amendments made into the charter (articles of association) containing an Arbitration Agreement and the amendments made into such an Arbitration Agreement shall be approved by a resolution of the supreme management body (the participants’ meeting) of the Legal Entity unanimously adopted by the Participants of such a Legal Entity.

4. The Arbitration Agreement may not be executed by way of its incorporation into the charter (articles of association) of a joint-stock company with a thousand or more holders of voting shares, or into the charter (articles of association) of a public joint-stock company.

5. The Arbitration Agreement executed in accordance with the procedure set forth in Paragraph 3 of this Article shall cover the disputes of the Participants and the disputes of the Legal

Entity itself involving another party, only if such party has expressly consented to be bound by such an Arbitration Agreement.

6. The other party's consent to be bound by such an Arbitration Agreement may be confirmed, *inter alia*, by way of incorporating into an agreement made between such a party and the Legal Entity, the Arbitration Agreement providing for the arbitration of all or part of the disputes in the proceedings administered by the Arbitration Center.

7. Other parties that may execute an Arbitration Agreement with all Participants and the Legal Entity or consent to be bound by an Arbitration Agreement previously executed by the Participants and the Legal Entity itself in accordance with the procedure set forth in Paragraph 3 of this Article, include, in particular, the counterparties of the Legal Entity.

8. Unless the Arbitration Agreement or the legislation effective as of the arbitration of a Corporate Dispute provides otherwise, an Arbitration Agreement incorporated into the charter (articles of association) of a Legal Entity shall also cover and bind the sole executive bodies of the Legal Entity and members of collective bodies of the Legal Entity.

9. The Arbitration Agreement executed between the Participants and the Legal Entity itself in accordance with the procedure set forth in Paragraphs 1 and 3 of this Article, and the Arbitration Agreement executed in accordance with the procedure set forth in Paragraph 6 of this Article shall be treated as a single Arbitration Agreement.

#### **Article 71. Commencement of Arbitration of a Corporate Dispute**

1. In order to commence arbitration of a Corporate Dispute, the Claimant shall file a Claim.

2. Apart from the information listed in Article 27 of the Arbitration Rules, the Claim in a Corporate Dispute shall also contain the following information:

1) name, Primary State Registration Number and/or Taxpayer's Identification Number (or similar information for foreign entities) and all contact details known to the Claimant (including the registered address, telephone number, facsimile number, e-mail) of the Legal Entity, as well as (if any) the same information with respect to the Legal Entity's authorized representatives;

2) name, Primary State Registration Number and/or Taxpayer's Identification Number (or similar information for foreign entities) and all contact details known to the Claimant (including the postal address, telephone number, facsimile number, e-mail) of other parties to the Arbitration Agreement (if the Claimant possesses such information), as well as (if any) the same information with respect to the authorized representatives of such parties;

3) name, Primary State Registration Number and/or Taxpayer's Identification Number and all contact details known to the Claimant (including the postal address, telephone number, facsimile number, e-mail) of the keeper of the register of holders of securities, if the Legal Entity is a joint-stock company.

3. Apart from the documents listed in Article 27 of the Arbitration Rules, the following documents shall also be enclosed to the Claim in a Corporate Dispute:

1) an extract from the Unified State Register of Legal Entities with respect to the Legal Entity, certified by the tax authority or the Claimant (its authorized representative) obtained at

least *thirty (30)* days in advance of the date of filing of the Claim;

2) documents confirming the Claimant's compliance with the requirement of advance notification of the Participants, including by way of sending to the Legal Entity the respective notification of the intent to commence arbitration of a Corporate Dispute, as well as the requirements for submission of any other information relevant for the case, if such requirements are prescribed by the effective legislation or the constituent documents of the Legal Entity;

3) documents confirming the status of Participant, if the Claim is filed by a Participant (where such documents are absent, the Claimant shall substantiate the right to file the Claim, by proving, *e.g.*, that the consideration of its claims under the Claim will result in the resolution of the issue of its status as a Participant, or that the Claim is connected with another dispute related to its status as a Participant).

4. The provisions of the Article 11 on suspension of the Request shall apply to the Claim in a Corporate Dispute. In case the Claim in a Corporate Dispute is suspended on the grounds set forth in Article 11 of the Arbitration Rules, the Executive Administrator shall also notify the Legal Entity of the fact, and simultaneously send to the Legal Entity a copy of the Claim in accordance with Article 73 of the Arbitration Rules.

5. After the Arbitration Center receives the Claim in a Corporate Dispute, the Executive Administrator shall, acting in accordance with the provisions of the Arbitration Rules, verify whether the Claim is admissible under the provisions of Chapter 8 of the Arbitration Rules.

6. If, after the commencement of arbitration of a Corporate Dispute, the Arbitral Tribunal establishes that such a dispute may not be arbitrated under the provisions of Chapter 8 of the Arbitration Rules, the Arbitral Tribunal may continue to examine the dispute in accordance with the applicable provisions of the Arbitration Rules provided that it obtains the consents of all Parties. In case of absence of such consents, the arbitration of such a dispute shall be terminated.

#### **Article 72. Commencement of Arbitration by a Participant on behalf of the Legal Entity**

1. Where in accordance with the civil legislation and the legislation on legal entities a Participant is entitled to file claims acting on behalf of the Legal Entity, such a Participant is deemed to represent the Legal Entity, with the Legal Entity being the Claimant in the respective arbitration of a Corporate Dispute.

2. When filing the Claim, the Participant shall be mentioned as the representative of the Legal Entity. At the same time, it bears the obligation to pay the arbitration fee in accordance with the Rules on Arbitration Fees and Arbitration Costs.

3. Commencement of arbitration by a Participant does not preclude the Legal Entity from sending its own separate representatives, or joining other Participants to the proceedings as separate representatives of the Legal Entity in accordance with the procedure set forth in Article 74 of the Arbitration Rules.

4. A Participant joining the arbitration commenced by another Participant in accordance with this Article is deemed to have joined as a separate representative of the Legal Entity. The application to join may state that the Participant is joining as a third party, including where the joining Participant objects to the claims advanced in the arbitration it is joining. All separate representatives of the Legal Entity acting on its behalf in accordance with this Article have equal

procedural rights. Each of the separate representatives of the Legal Entity shall be notified of the course of arbitration of the Corporate Dispute.

5. In case several Participants are joining the arbitration as separate representatives of the Legal Entity, the Arbitral Tribunal may suggest that all such separate representatives of the Legal Entity and the Legal Entity itself discuss the possibility of joint appointment of a representative of the Legal Entity to act on behalf of all separate representatives of the Legal Entity and the Legal Entity itself in the arbitration of the Corporate Dispute. The Arbitral Tribunal shall determine the procedure for the confirmation of powers of such a jointly appointed representative.

6. In case of a conflict between the positions of separate representatives of the Legal Entity or with the position of the Legal Entity itself, the Arbitral Tribunal shall grant them the opportunity to voice all such positions, and shall take them into account and assess them when rendering the arbitral award based on its inner conviction subject to the essence and aims of the claims advanced.

### **Article 73. Notifications and Information on the Commencement of Arbitration of a Corporate Dispute**

1. Within *three (3)* days from the receipt of the Claim satisfying all requirements set forth by the Arbitration Rules, the Arbitration Center shall send a copy of the Claim with all exhibits thereto to the Legal Entity at the address stated in the Unified State Register of Legal Entities.

2. Within *three (3)* days from the receipt of the Claim satisfying all requirements set forth by the Arbitration Rules, the Arbitration Center shall publish the following information in the special section of the publicly accessible part of its official website:

1) the name of the document filed specifying all claims;

2) the information on the Claimant, Respondent, representative of the Legal Entity, who filed the Claim on behalf of the Legal Entity (if any), as well as on any other persons or entities specified in the Claim;

3) full name, Primary State Registration Number and/or Taxpayer's Identification Number of the Legal Entity;

4) the number of the case and the statement of the right of each Participant to join the arbitration of the Corporate Dispute.

3. If the claims are amended or supplemented in the course of arbitration, the Arbitral Tribunal may instruct the Arbitration Center to amend the information on the Corporate Dispute published earlier in accordance with Paragraph 2 of this Article.

4. Within *three (3)* days from the receipt of the Claim submitted in accordance with Paragraph 1 of this Article, the Legal Entity shall at its own expense send to all Participants, and, if the Legal Entity is a joint-stock company, to the persons or entities keeping records of the rights to securities of the Legal Entity (the depositaries) and the keeper of the register of holders of securities of the Legal Entity a notification of the commencement of arbitration of the Corporate Dispute,<sup>5</sup> enclosing a copy of the Claim with exhibits.

5. The documents shall be sent by the Legal Entity in accordance with Paragraph 4 of this

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<sup>5</sup> See the template notification in Annex 4 to the Arbitration Rules.

Article by way of personal delivery with confirmation of receipt, by a courier service, by registered mail or by any other means involving the fixation of the attempt at delivery of the documents. A different procedure for sending the documents to the Participants in accordance with Paragraph 4 of this Article may be expressly agreed upon in the Arbitration Agreement executed in accordance with Paragraphs 1 or 2 of Article 70 of the Arbitration Rules.

6. The Legal Entity may additionally publish the information on the commencement of arbitration of the Corporate Dispute and the information on such a dispute on its website or any other website usually used by the Legal Entity for disclosure.

7. No later than *ten (10)* days from the receipt of the Claim filed in accordance with Paragraph 1 of this Article, the Legal Entity shall submit to the Arbitration Center the documents confirming the dispatch of the documents in accordance with Paragraph 4 of this Article. The Arbitration Center shall not be liable for non-compliance or improper compliance by the Legal Entity with its obligation to send documents in accordance with Paragraph 4 of this Article. Compliance by the Legal Entity with the obligation to send documents in accordance with Paragraph 4 of this Article, as well as the consequences of non-compliance or improper compliance with such an obligation shall be assessed by the Arbitral Tribunal. In case of non-compliance or improper compliance by a Legal Entity with its obligation to send documents in accordance with Paragraph 4 of this Article, the Arbitral Tribunal may suggest that the Claimant send the documents instead of the Legal Entity or instruct the Arbitration Center to send the documents in accordance with Paragraph 4 of this Article. In such a case, the Arbitral Tribunal may also first request information on the Participants from the Legal Entity.

#### **Article 74. Joining a Corporate Dispute**

1. Each Participant may join the arbitration of a Corporate Dispute by way of filing with the Arbitration Center an application to join arbitration (hereinafter, the “**Application to Join**”).<sup>6</sup>

2. A Participant may join the arbitration of a Corporate Dispute as:

1) a separate representative of the Legal Entity in case the arbitration of the Corporate Dispute is commenced by another Participant in accordance with the procedure set forth in Article 72 of the Arbitration Rules;

2) as a co-claimant;

3) as a third party in accordance with the procedure set forth in Paragraph 3 of Article 36 of the Arbitration Rules.

3. If the Participant failed to specify the status under which it is joining arbitration of the Corporate Dispute, it is deemed to have joined as a third party, unless the Arbitration Rules provide otherwise. The status under which a Participant has joined (is deemed to have joined) the arbitration of a Corporate Dispute may be altered by the Arbitral Tribunal based on a substantiated application of the joining Participant.

4. The Application to Join may be filed with the Arbitration Center at any stage of arbitration of a Corporate Dispute prior to the issuance of the arbitral award. The Application to Join for the purposes of participating in the constitution of the Arbitral Tribunal shall be filed within at least *thirty (30)* days following the publication of the information specified in Paragraph

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<sup>6</sup> See template application in Annex 5 to the Arbitration Rules.

2 of Article 73 of the Arbitration Rules in the special section of the publicly accessible part of the official website of the Arbitration Center, if the Parties agreed on the procedure for constitution of an Arbitral Tribunal composed of more than one arbitrator, providing for the election of arbitrators by the parties to the Arbitration Agreement. The Participants that filed Applications to Join upon the expiry of the term set forth herein, may not participate in the constitution of the Arbitral Tribunal or advance objections relying on their non-participation in the constitution of the Arbitral Tribunal.

5. The Participant shall file a copy of the Application to Join with all exhibits thereto to all persons specified in the Claim, and to the Legal Entity.

6. The Participant that joined the arbitration of a Corporate Dispute shall be deemed to have joined from the date of receipt by the Arbitration Center of the Application to Join. Such a Participant is deemed to have consented to the state of arbitration of a Corporate Dispute as it is at the moment of its joining, and may not advance objections and challenge procedural actions that took place prior to its joining (including file challenges to the arbitrators on the grounds already invoked for challenging such arbitrators prior to its joining). Where an Application to Join is filed after the completion of oral hearings, no additional hearings shall be held and the position of the joining Participant shall not be taken into account when rendering the arbitral award, unless the Arbitral Tribunal deems it necessary to hold such oral hearings and take into account the position of the joining party.

7. An Application to Join shall contain the following information:

1) the name, Primary State Registration Number and/or Taxpayer's Identification Number and contact details (including the postal address, telephone number, facsimile number, e-mail) of the Participant, and (if any) the same information with respect to separate representatives of the Participant;

2) the number of the case the Participant has applied to join;

3) the status the Participant wishes to assume in joining the arbitration of the Corporate Dispute;

4) the summary of position of the Participant with respect to the claims filed or a statement indicating the absence of such a position;

5) the date of the Application to Join.

8. The Application to Join shall be signed by the Participant or its representative.

9. The following documents shall be enclosed to the Application to Join:

1) documents confirming the status of Participant (where such documents are absent, the Participant shall substantiate the right to file the Application to Join, by proving, *e.g.*, that the consideration of its claims under the Claim will result in the resolution of the issue of its status as a Participant, or that the Claim is connected with another dispute related to its status as a Participant);

2) a copy of the Arbitration Agreement, or, if such an Arbitration Agreement is incorporated in an agreement or the charter (articles of association) of the Legal Entity, the copy of the agreement containing the Arbitration Agreement the Participant is party to, or the copy of the charter (articles of association) of the Legal Entity containing the Arbitration Agreement (if

such an Arbitration Agreement has not been filed earlier in the arbitration of a Corporate Dispute in question);

3) copies of documents confirming the powers of the signatory of the Application to Join;

4) documents confirming that the Application to Join and all documents enclosed thereto have been filed to all persons specified in the Claim, and to the Legal Entity;

5) other documents that the Participant deems necessary to enclose to the Application, including for the purposes of ensuring the efficiency of the arbitration;

6) the Application to Join as well as all documents enclosed thereto in electronic form (if hard copies are submitted).

10. Within *seven (7)* days following the receipt by the Arbitration Center of the Application to Join, the Arbitration Center shall send to the joining Participant, as well as to the Parties to the arbitration of the Corporate Dispute a notification on the Participant's joining the arbitration of the Corporate Dispute.

11. Prior to the constitution of the Arbitral Tribunal, the decision to join a Participant to a Corporate Dispute shall be made by the Executive Administrator. Where the Executive Administrator has legitimate doubts on the issue of the Participant's joining the arbitration, the decision to join the Participant shall be made by the Board in the form of an order setting out the reasons for the same.

12. After the Arbitral Tribunal is constituted, the decision to join a Participant to a Corporate Dispute shall be made by the Arbitral Tribunal.

#### **Article 75. Consolidation of Proceedings under Corporate Disputes**

1. Where an arbitration of a Corporate Dispute with respect to a Legal Entity has already commenced, no Claims may be filed against the same Legal Entity on the same subject matter as the claims already pending arbitration of the Corporate Dispute. In case of intent to file such claims, the person or entity shall join the existing arbitration of the Corporate Dispute as a co-claimant or a separate representative of the Legal Entity where claims are filed in accordance with the procedure set forth in Article 72 of the Arbitration Rules.

2. Where a Claim is filed on the same subject matter with respect to the same Legal Entity as the claims already pending arbitration of the Corporate Dispute, such arbitration proceedings of Corporate Disputes shall be consolidated by the Arbitral Tribunal. In such a case, the arbitration of the Corporate Dispute that commenced earlier shall continue, while the arbitration that commenced later shall be terminated. The provisions of Article 33 of the Arbitration Rules shall not apply in this case.

3. Arbitration proceedings of Corporate Disputes with respect to the same Legal Entity involving claims on different subject matters may be consolidated in accordance with the provisions of Article 33 of the Arbitration Rules.

#### **Article 76. Constitution of the Arbitral Tribunal in Arbitration of a Corporate Dispute**

1. For the purposes of resolution of a Corporate Dispute, the Arbitral Tribunal shall be constituted of three arbitrators. The Arbitration Agreement with respect to the Corporate Dispute may also provide for the arbitration of the dispute by a sole arbitrator or another odd number of

arbitrators appointed for all or part of Corporate Disputes with respect to the Legal Entity.

2. Unless the Arbitration Agreement provides otherwise, for the purposes of resolution of a Corporate Dispute, the Arbitral Tribunal shall be constituted entirely by the Board no later than within *thirty (30)* days from the date of receipt of the Claim by the Arbitration Center. This term may be extended by the Executive Administrator for legitimate grounds, but for no longer than *fourteen (14)* days.

3. If the Arbitration Agreement provides for the possibility of participation of the parties thereto in the constitution of an Arbitral Tribunal composed of more than one arbitrator, each of the parties shall elect one arbitrator no later than within *twenty (20)* days following the expiry of the term set forth in Paragraph 4 of Article 74 of the Arbitration Rules, and the president of the Arbitral Tribunal shall be appointed by the Board no later than within *thirty (30)* days following the expiry of the term set forth in Paragraph 4 of Article 74 of the Arbitration Rules. In case of plurality of persons acting as the Party in the arbitration of a Corporate Dispute, all persons joining the arbitration of the Corporate Dispute as the respective Party to a Corporate Dispute shall notify the Arbitral Tribunal on the joint election of the arbitrator within the term specified herein. In case of plurality of persons acting as the Party and the impossibility of joint election of an arbitrator by at least one Party in the arbitration of a Corporate Dispute, the Arbitral Tribunal for the resolution of the Corporate Dispute shall be constituted entirely by the Board no later than within *twenty (20)* days following the expiry of the term for the election of arbitrators by the Parties to a Corporate Dispute.

#### **Article 77. Preparation of the Arbitration and the Timetable of Arbitration Proceedings under a Corporate Dispute**

1. Arbitration proceedings of Corporate Disputes shall be subject to the provisions of Article 21 of the Arbitration Rules save for the provisions of Paragraphs 7 – 11 and 15.

2. Where the Parties to a Corporate Dispute and the Arbitral Tribunal have failed to agree on the Timetable of the Arbitration Proceedings in accordance with the procedure and within the terms set forth in Paragraph 1 of this Article, the procedure of arbitration shall be determined independently by the Arbitral Tribunal by way of adoption of the respective order.

#### **Article 78. Notification of the Course of Arbitration of a Corporate Dispute**

1. The Arbitral Tribunal shall immediately notify the Arbitration Center in writing of any and all documents, including written submissions received from the Parties to a Corporate Dispute, as well as any notifications, orders and awards of the Arbitral Tribunal issued in the course of arbitration of a Corporate Dispute, enclosing copies of such documents, where such documents were accepted or received by the Arbitral Tribunal. The Arbitral Tribunal shall also immediately notify the Arbitration Center in writing of any and all documents and correspondence, which it believes to be important for the Participants' decisions with respect to the Corporate Dispute or for the protection of their rights and legitimate interests in the course of arbitration of the Corporate Dispute.

2. The Arbitration Center shall send the following documents related to the Corporate Dispute to all Participants joining the Corporate Dispute:

1) any and all documents, including written submissions received from the Parties to the Corporate Dispute;

2) any and all notifications, orders and awards of the Arbitral Tribunal;

3) any other documents and correspondence on the Corporate Dispute the Arbitral Tribunal believes to be important for the Participants' decisions with respect to the Corporate Dispute or for the protection of their rights and legitimate interests in the course of arbitration of the Corporate Dispute.

3. Where a Participant joining the Corporate Dispute has expressly waived its right to receive the documents and information specified in subparagraphs 1 and 2 of Paragraph 2 of this Article in writing, no such documents shall be sent to it. Such a waiver may be contained, *inter alia*, in the Application to Join.

#### **Article 79. Special Rules for Withdrawal of Claim, Admission of Claim and Execution of a Settlement Agreement under a Corporate Dispute**

1. Within *thirty (30)* days following the receipt from the Arbitration Center of the information on the filing of an application to withdraw the claims or admit the claims or on the intent to enter into a settlement agreement with respect to a Corporate Dispute, each Participant joining the Corporate Dispute may file objections against such an application.

2. If the Arbitration Center receives no objections from the Participants that have joined the Corporate Dispute within the term set forth in Paragraph 1 of this Article, or if the Arbitral Tribunal receives such objections but finds that all Participants filing such objections have no legally protected interest in the continuation of arbitration of the Corporate Dispute, the withdrawal of claims, admission of claims and execution of a settlement agreement shall be accepted and allowed by the Arbitral Tribunal without the need to obtain the consents of all Participants joining the Corporate Dispute.

#### **Article 80. Interim Measures in Corporate Disputes**

1. The Arbitral Tribunal may order to introduce interim measures in the course of arbitration of a Corporate Dispute in accordance with the provisions of Chapter 5 of the Arbitration Rules.

2. Interim Measures introduced in the course of arbitration of a Corporate Dispute shall not entail de facto impossibility for the Legal Entity to carry out its business or a material obstruction of its business, or the violation by the Legal Entity of the legislation of the Russian Federation.

3. Interim Measures in a Corporate Dispute shall include, *inter alia*, the following:

1) prohibition to the bodies of the Legal Entity to make decisions or otherwise act on the matters related to the subject matter of the dispute or directly connected therewith;

2) prohibition to the Legal Entity, its bodies or participants to perform the decisions made by the bodies of such a Legal Entity.

4. The Arbitral Tribunal may order to hold oral hearings to consider the application for interim measures in the course of arbitration of a Corporate Dispute if it believes this to be necessary for hearing the positions of the Parties to the Corporate Dispute.

5. Information on the introduction of interim measures in the course of arbitration of a Corporate Dispute shall be published in the special section of the publicly accessible part of the official website of the Arbitration Center.

### **Article 81. Arbitral Award in a Corporate Dispute**

1. The arbitral award in a Corporate Dispute shall contain the following additional details and information:

1) an indication that the dispute was resolved in accordance with the provisions of Chapter 8 of the Arbitration Rules, as well as the grounds for resolution of the specific dispute in accordance with such provisions, including a reference to an Arbitration Agreement;

2) information on compliance with the requirements of Article 73 of the Arbitration Rules on notifications and information on the commencement of arbitration of a Corporate Dispute;

3) full name, Primary State Registration Number and/or Taxpayer's Identification Number and all contact details known to the Arbitral Tribunal (including the registered address, telephone number, facsimile number, e-mail) of the Legal Entity, as well as (if any) the same information with respect to all Parties to a Corporate Dispute, and separate representatives of the Legal Entity;

4) an indication that the arbitral award is binding on all Parties to the Corporate Dispute, as well as on all Participants that were notified of the opportunity to join the arbitration of the Corporate Dispute but opted to forgo it.

2. The arbitral award in a Corporate Dispute shall be sent to all Parties to the Corporate Dispute.

3. A copy of the arbitral award in a Corporate Dispute may be provided to any Participant within the term of custody of such an award at the Arbitration Center, provided that such a Participant presents to the Arbitration Center proof of its status, as well as a written confirmation of compliance with the confidentiality obligations with respect to the arbitral award and all information on the Corporate Dispute.

4. The arbitral award in a Corporate Dispute shall be binding on all Parties to the Corporate Dispute, all Participants, the Legal Entity itself and other parties to the Arbitration Agreement with respect to such a Corporate Dispute, irrespective of whether they joined the arbitration of the Corporate Dispute.

### **Article 82. Transitional Provisions**

Arbitration Agreements with respect to Corporate Disputes listed in Paragraph 1 of Article 69 of the Arbitration Rules may be executed not earlier than 1 February 2017.

## **CHAPTER 9. MISCELLANEOUS**

### **Article 83. Objections to the Arbitral Tribunal's Jurisdiction**

1. The Arbitral Tribunal is entitled to rule upon its own jurisdiction or lack of jurisdiction, including on any objections related to the continuing existence, validity or effect of the Arbitration Agreement and the objections that the Arbitral Tribunal exceeds the scope of the Arbitration Agreement or that the dispute is non-arbitrable.

2. An Arbitration Agreement included in a contract shall be independent of any other terms and conditions of such an agreement and shall be autonomous. A decision by the Arbitral Tribunal on the invalidity of a contract containing the Arbitration Agreement *per se* shall not render such an Arbitration Agreement invalid.

3. Objections to the Arbitral Tribunal's jurisdiction may be raised by a Party no later than it files its first submission related to the merits of the dispute, *i.e.* an Answer, a Response to the Claim, a Counterclaim or a Response to the Counterclaim. A Party's claim that the Arbitral Tribunal has exceeded its jurisdiction shall be advanced as soon as the issue that the Party believes to fall beyond the Arbitral Tribunal's jurisdiction is raised in the arbitration.

4. The Arbitral Tribunal is entitled to rule upon its own jurisdiction either as a substantive matter of the dispute or as a preliminary matter. The Arbitral Tribunal may hold separate oral hearings concerning its jurisdiction as a preliminary matter upon the application of any Party.

5. If the Arbitral Tribunal renders an order on its jurisdiction as a preliminary matter, the Party may, in accordance with the procedure set forth in the law, file an application on the lack of jurisdiction of the Arbitral Tribunal with a competent court, unless the Parties have excluded this possibility by means of a direct (special) agreement.

6. If the Arbitral Tribunal renders an order on the lack of jurisdiction, it shall not examine the dispute on the merits.

7. A Party's filing of an application in accordance with Paragraph 5 of this Article with a competent court *per se* shall not preclude the Arbitral Tribunal from examining the dispute on the merits.

#### **Article 84. Liability of Arbitrators**

The liability of arbitrators to the Parties and the Arbitration Center for failure to perform or improper performance of their duties to resolve the dispute shall not exceed the liability envisaged by the effective legislation.

#### **Article 85. Liability of the Institute**

1. The liability of the Institute to the Parties and the Arbitration Center for failure to perform or improper performance of its functions to administer the arbitration shall not exceed the liability envisaged by the effective legislation.

2. The Institute shall not be liable to the Parties for the losses caused by the arbitrator's actions (omissions).

## **RULES ON ARBITRATION FEES AND ARBITRATION COSTS**

### **Article 1. General Provisions**

1. The present Rules on Arbitration Fees and Arbitration Costs (hereinafter, the “**Rules**”) regulate:

- 1) the amount and calculation of the arbitration fee;
- 2) the amount of arbitration costs and their allocation between the Parties.

The Rules also regulate allocation of the costs incurred by the Parties.

2. For the purpose of the Arbitration Rules, the following terms shall be defined as follows:

1) “registration fee” shall mean a sum of money payable by a Party when filing a Request or a Claim with the Arbitration Center in order to cover the expenses related to commencement of arbitration;

2) “arbitration fee” shall mean a sum of money payable by a Party when filing each Request, Claim or Counterclaim;

3) “administrative fee” shall mean a sum of money payable by a Party to the Arbitration Center in order to cover the expenses related to administrative and material support of arbitration of a particular dispute;

4) “arbitrators’ fee” shall mean a sum of money payable to the arbitrators in the panel for the resolution of a particular dispute;

5) “arbitration costs” shall mean the costs of the Arbitral Tribunal and procedural costs;

6) “costs of the Arbitral Tribunal” shall mean expenses incurred by the arbitrators for transport, accommodation and meals, as well as other expenses, incurred by them as a consequence of participation in the arbitration of a particular dispute;

7) “procedural costs” shall mean expenses for experts’ and interpreters’ services, oral hearings held outside the premises of the Arbitration Center, witnesses’ expenses and other expenses for performance of certain procedural acts necessary for the arbitration of a particular dispute;

8) “special administrative fee” shall mean a sum of money in the amount of *one hundred thousand (100,000)* Rubles payable by a Party applying for interim measures prior to the constitution of the Arbitral Tribunal in accordance with Article 49 of the Arbitration Rules;

9) “costs of the parties” shall mean expenses incurred by the Claimant, the Respondent and the third parties for protection of their rights, including expenses for legal representatives.

3. The Rules cannot be amended by the Parties, unless the Arbitration Rules provide otherwise.

4. The Rules apply to all arbitrations commenced after their entry in force, even if the Parties agreed to apply the Arbitration Rules different from those which were effective as of the date of commencement of arbitration of the respective dispute.

5. When making an Arbitration Agreement providing for the arbitration of disputes in the proceedings administered by the Arbitration Center, parties to Arbitration Agreement automatically consent to application of the Rules as amended as of the commencement of arbitration.

#### **Article 2. Registration Fee**

1. The registration fee amounts to *twenty thousand (20,000)* Rubles for arbitration of domestic disputes and *five hundred (500)* US Dollars for international commercial arbitration.

2. The registration fee for arbitration of Corporate Disputes amounts to *forty thousand (40,000)* Rubles.

3. Upon the payment of the arbitration fee, the registration fee may set off the administrative fee and the arbitrators' fee in equal shares.

4. If the Claimant does not pay the registration fee, the Arbitration Center shall not examine whether the Request or the Claim filed by the Claimant satisfy other requirements set forth in Article 10 of the Arbitration Rules.

#### **Article 3. Arbitration Fee**

1. The arbitration fee shall be calculated as a general rule based on the amount of claim (at *ad valorem* rates) in accordance with the procedure set forth in Article 4 of the Rules.

2. The Parties may agree in the Arbitration Agreement that the arbitration fee shall be calculated based on the time spent for the examination of the dispute on the merits and administration of the dispute (at hourly rates) in accordance with the procedure set forth in Article 5 of the Rules.

3. The arbitration fee shall be paid net of the already paid registration fee.

4. In exceptional circumstances, upon a reasoned application of a Party or an Arbitral Tribunal the arbitration fee payable in a specific dispute may be increased or decreased as the Board decides. In case of increase or decrease of the arbitration fee, the Board shall take into account, among other things, the particular complexity of the dispute and the time expected to be spent by the Arbitral Tribunal to resolve it, the number of Parties, the scope and complexity of organizational support of the proceedings. In accordance with this Paragraph, the amount of the arbitration fee may not be increased by more than 20%.

#### **Article 4. Ad Valorem Arbitration Fee**

1. The arbitration fee shall be calculated as a general rule by means of adding the administrative fee to the arbitrators' fee. The amount of the administrative fee and the arbitrators' fee shall be calculated based on the value of the claim in accordance with the applicable Schedule of Arbitration Fees set forth in Article 15 of the present Rules. If the claim is not subject to monetary evaluation, the amount of the administrative fee and the arbitrators' fee shall be calculated based on the value of the claim determined in accordance with Article 9 of the Arbitration Rules.

2. Unless the Arbitration Rules provide otherwise, the arbitration fee shall be paid

pursuant to the procedure and within the terms set forth in Articles 7 and 12 of the Rules.

3. If the value of the claim does not exceed *thirty million (30,000,000)* Rubles for arbitration of domestic disputes, or *five hundred thousand (500,000)* US Dollars for international commercial arbitration, the amount of the arbitrators' fee shall be the amount stipulated in the applicable Schedule of Arbitration Fees for a sole arbitrator. If the value of the claim equals or exceeds *thirty million (30,000,000)* Rubles for arbitration of domestic disputes, or *five hundred thousand (500,000)* US Dollars for international commercial arbitration, the amount of the arbitrators' fee shall be the amount stipulated in the applicable Schedule of Arbitration fees for an Arbitral Tribunal composed of three arbitrators.

4. If the dispute shall be resolved by an Arbitral Tribunal composed of an odd number of arbitrators exceeding three in accordance with the Arbitration Agreement, the arbitrators' fee shall be increased by **15%** for each additional arbitrator.

5. If the dispute shall be resolved by the Arbitral Tribunal composed of three arbitrators, but the Parties expressly agree that the dispute shall be resolved by a sole arbitrator, the arbitrators' fee shall be decreased by **20%**.

6. If the dispute shall be resolved by a sole arbitrator, but the Parties expressly agreed that the dispute shall be resolved by the Arbitral Tribunal composed of three arbitrators, the arbitrators' fee shall be increased by **20%**.

7. In case of expedited arbitration, the administrative fee shall be decreased by **50%**, and the arbitrators' fee – by **25%**.

8. In case of a change in the amount of the arbitration fee, the arbitrators' fee and administrative fee included therein shall be changed accordingly, unless the Rules provide otherwise.

#### **Article 5. Arbitration Fee Calculated at Hourly Rates**

1. The Parties may agree on the application of hourly rates to the calculation of the arbitration fee in the Arbitration Agreement.

2. The amount of the arbitration fee for arbitration of domestic disputes shall be calculated at the following hourly rates:

1) for the president of the Arbitral Tribunal or the sole arbitrator – *twenty thousand (20,000)* Rubles per hour;

2) for an arbitrator on the Arbitral Tribunal constituted of more than one arbitrator – *fifteen thousand (15,000)* Rubles per hour;

3) for the Executive Administrator – *ten thousand (10,000)* Rubles per hour;

4) for an assistant to the Arbitral Tribunal / employee of the Administrative Office – *seven thousand five hundred (7,500)* Rubles per hour.

3. The amount of the arbitration fee for international commercial arbitration shall be calculated at the following hourly rates:

1) for the president of the Arbitral Tribunal or the sole arbitrator – *four hundred fifty (450)* US Dollars per hour;

2) for an arbitrator on the Arbitral Tribunal constituted of more than one arbitrator – *three*

*hundred fifty (350) US Dollars per hour;*

3) for the Executive Administrator – *two hundred (200) US Dollars per hour;*

4) for an assistant to the Arbitral Tribunal / employee of the Administrative Office – *one hundred fifty (150) US Dollars per hour.*

4. The amount of the arbitration fee for arbitration of Corporate Disputes shall be calculated at the following hourly rates:

1) for the president of the Arbitral Tribunal or the sole arbitrator – *twenty five thousand (25,000) Rubles per hour;*

2) for an arbitrator on the Arbitral Tribunal constituted of more than one arbitrator – *twenty thousand (20,000) Rubles per hour;*

3) for the Executive Administrator – *fifteen thousand (15,000) Rubles per hour;*

4) for an assistant to the Arbitral Tribunal / employee of the Administrative Office – *ten thousand (10,000) Rubles per hour.*

5. In case the hourly rate applies, the Claimant shall pay to the Arbitration Center within *thirty (30) days* following the commencement of arbitration an advance payment of the arbitration fee in the amount of:

1) *one million (1,000,000) Rubles* for arbitration of domestic disputes;

2) *forty thousand (40,000) US Dollars* – for international commercial arbitration;

3) *one million five hundred thousand (1,500,000) Rubles* – for arbitration of Corporate Disputes.

The advance payment of the arbitration fee shall be treated as payment of the arbitration fee in accordance with the Rules.

6. The Arbitral Tribunal, the Executive Administrator and the personnel of the Administrative Office shall submit to the Arbitration Center on a monthly basis a report on the amount of time spent for the examination of the dispute. If the amount of the arbitration fee calculated based on such reports exceeds the amount of the advance payment received by the Arbitration Center, the Executive Administrator shall notify the Claimant of the need to replenish the advance payment for the amount determined by the Executive Administrator, that may not in any event exceed the amount stated in the applicable subparagraph of Paragraph 5 of this Article.

7. The Executive Administrator shall notify the Parties of a final amount of the arbitration fee after the arbitral award is signed by all arbitrators. The arbitral award shall not be sent to the Parties until the Claimant pays the arbitration fee in full.

8. If the amount of the advance payment of the arbitration fee exceeds the final amount of the arbitration fee, the remaining part of the advance payment of the arbitration fee shall be refunded to the Claimant.

#### **Article 6. Arbitration Fee for Arbitration of Corporate Disputes**

1. The provisions of this Article shall apply to proceedings administered in accordance with the rules on arbitration of Corporate Disputes set forth in Chapter 8 of the Arbitration Rules.

2. If the Claim is filed by a Participant on behalf of the Legal Entity in accordance with

Article 72 of the Arbitration Rules, the arbitration fee shall be paid by the Participant.

3. As a general rule, the arbitration fee for arbitration of Corporate Disputes shall be calculated at *ad valorem* rates based on the amount of the claim in accordance with the applicable Schedule of Arbitration Fees contained in Article 15 of the Rules. If the claims advanced in the course of a Corporate Dispute cannot be assigned a monetary value, the amount of the claim shall be determined by the Board based on the complexity of the dispute, estimated time necessary to resolve the dispute, the number of parties to the arbitration and other factors. In any event, this amount may not be lower than *fifteen million (15,000,000) Rubles* or exceed *sixty million (60,000,000) Rubles*.

4. The Parties may agree to calculate the arbitration fee for arbitration of Corporate Disputes at hourly rates in accordance with the procedure set forth in Article 5 of the Rules.

5. Other rules set forth in the Rules shall apply to the arbitration of Corporate Disputes insofar as their application does not contradict this Article or the special rules on arbitration of Corporate Disputes set forth in Chapter 8 of the Arbitration Rules.

#### **Article 7. Terms of Payment of the Arbitration Fee**

1. The arbitration fee shall be fully paid by the Party that brought the Claim or the Counterclaim within *30 (thirty) days* following the date of commencement of the arbitration.

2. If the arbitration fee is not paid within the time limit set forth in Paragraph 1 of this Article, the Executive Administrator upon his/her own initiative or upon the approval of the constituted Arbitral Tribunal may set the final time limit for payment of the arbitration fee. If the final time limit expires, the arbitration shall be terminated with respect to the claims brought by the Party that failed to pay the arbitration fee. The Executive Administrator shall notify the Arbitral Tribunal of this fact in writing.

3. If any Party fails to pay the arbitration fee, the other Party is entitled to pay it instead in full or in part within the time limit set forth in Paragraph 1 of this Article.

4. The arbitration fee shall be paid in full, otherwise the dispute shall not be referred to the Arbitral Tribunal.

#### **Article 8. Decrease of the Arbitration Fee due to Early Termination of Arbitration or Rendering of an Award on Agreed Terms**

1. If an arbitration is terminated prior to the constitution of the Arbitral Tribunal, for example, if the Claimant fails to correct the defects of the Claim or the Request, the arbitration fee shall not be paid. Otherwise the arbitration fee shall be fully refunded to the Parties proportionately to the amounts they paid. The registration fee shall not be refunded.

2. If the arbitration is terminated after the constitution of the Arbitral Tribunal, but prior to the first oral hearing, for example, if the Parties settled the dispute by mediation or if they entered into a settlement agreement and the Arbitral Tribunal rendered an award on agreed terms, the arbitration fee shall be decreased by **50%**.

3. If an arbitration is terminated after the oral hearing was held, but before the arbitral award was rendered in accordance with Article 52 of the Arbitration Rules, including where the Parties entered into a settlement agreement and the Arbitral Tribunal rendered an award on agreed terms, the arbitration fee shall be decreased by **25%**.

4. If an arbitration was commenced for the purposes of confirming a settlement agreement in the form of an arbitral award on agreed terms, the arbitration fee shall be decreased by **75%**.

5. The part of the decreased arbitration fee shall be reimbursed in accordance with paragraph 5 of the Article 12 of the Rules.

6. The provisions of this Article shall not apply to cases where the arbitration fee is calculated in accordance with Article 5 of the Rules.

#### **Article 9. Payment of the Arbitration Fee in Case of Consolidation of Arbitration Proceedings**

1. In case of consolidation of arbitration proceedings in accordance with Article 33 of the Arbitration Rules, the Claimant shall pay the arbitration fee subject to the special rules set forth in this Article.

2. If the Claimant is the same in the proceedings to be consolidated, the arbitration fee payable by such a Claimant shall be calculated based on the aggregate amount of the claims advanced in the course of proceedings to be consolidated.

3. If the Claimant in the proceedings to be consolidated is not the same, the arbitration fee payable by each Claimant shall be calculated separately based on the amounts of claims advanced by each Claimant in the course of proceedings to be consolidated.

4. In case of consolidation of the proceedings after the constitution of the Arbitral Tribunals in the proceedings to be consolidated, any Party to the proceedings to be consolidated shall, in accordance with subparagraph 3 of Paragraph 4 of Article 33 of the Arbitration Rules, pay to the arbitrator(s), whose mandate is subject to termination, the fee in the amount to be determined by the Board in the order to consolidate the proceedings, within *fourteen (14)* days following the issuance of such an order by the Board.

5. Payment of the arbitrators' fee in accordance with Paragraph 4 of this Article is a mandatory condition for the consolidation of proceedings in accordance with Paragraph 4 of Article 33 of the Arbitration Rules.

#### **Article 10. Advance Payment of the Arbitration Costs**

1. The advance payment intended to cover the arbitration costs is an amount of money aimed at covering the Arbitral Tribunal's costs and procedural costs, which shall be calculated by the Executive Administrator in accordance with Article 11 of the Rules with respect to a specific dispute.

2. Upon a Party's request, the Executive Administrator may grant a grace period for the payment or accept payment by instalments of the Advance Payment under specific circumstances.

3. The unused part of the Advance Payment shall be refunded to the Parties proportionately to the amounts they paid.

#### **Article 11. Arbitration Costs**

1. The amount of costs incurred by the Arbitral Tribunal shall be determined in accordance with the actual costs incurred by the arbitrators – members of the Arbitral Tribunal in connection to the resolution of a certain dispute, based on the documents confirming the costs submitted by the arbitrators. The amount of such costs shall be reasonable.

2. The costs incurred by the Arbitral Tribunal shall be paid out of the Advance Payment.

3. Procedural costs shall be paid out of the Advance Payment, if the Arbitral Tribunal initiates the respective procedural action.

4. If a procedural action is initiated by a Party (or Parties), it may be performed only after the Parties pay the costs related to that action. The amount of such payment shall be determined by the Executive Administrator on the basis of the estimated costs of this procedural action upon the Arbitral Tribunal's consent.

5. Copies of documents related to the arbitration (including after it terminates) shall be made by the Arbitration Center provided it has reimbursed the costs for making such copies.

#### **Article 12. Payment of the Arbitration Fee and Arbitration Costs**

1. The arbitration fee, the advance payment of the arbitration fee and the advance payment of the arbitration costs shall be made by wire transfer to the Institute's bank account.

The Institute's bank account details, as well as the rules for transfer payments, can be found on the official website of the Arbitration Center.

2. The fees mentioned in Paragraph 1 of this Article shall be deemed paid on the day of their transfer to the account of the Institute.

3. The Party paying the arbitration fee, the advance payment of the arbitration fee and the advance payment of arbitration costs shall incur the costs arising in connection with such payment.

4. The arbitration fee, the advance payment of the arbitration fee and the advance payment of arbitration costs shall be paid in Russian Rubles. Unless this contradicts the effective legislation, the arbitration fee, the advance payment of the arbitration fee and the advance payment of arbitration costs may be paid in US Dollars or Euros. Russian Rubles shall be converted to a foreign currency at the official rate of the Central Bank of Russia effective as of the date of submission of the transfer to a bank.

5. The arbitration fee under Article 8 of the Rules, or the unused part of the advance payment of the arbitration fee under Article 5 of the Rules, or the unused part of the advance payment of arbitration costs under Article 10 of the Rules may be refunded upon a Party's application signed by an authorized person. The application shall contain the reason for the refund and the account details of the Party.

If the Party fails to file the application for a refund, the Executive Administrator recommends that the Party file such an application.

#### **Article 13. Allocation of the Arbitration Fee and Arbitration Costs between the Parties**

1. The arbitration fee and arbitration costs shall be paid by the Party against which the arbitral award is rendered.

2. If the claims subject to monetary evaluation are partially satisfied, the Respondent shall pay the following costs:

1) the arbitration fee calculated in accordance with the applicable Schedule of Arbitration Fees based on the value of the claim equal to the satisfied claims or the value of awarded property;

2) the arbitration costs calculated proportionately to the satisfied claims or the value of

awarded property.

The remaining costs shall be borne by the Claimant.

3. If the claims not subject to monetary evaluation are partially satisfied, the arbitration fee and arbitration costs shall be allocated between the Parties as determined by the Arbitral Tribunal taking into account the extent of satisfied claims.

4. If the arbitration is terminated before the arbitral award is rendered, as a general rule, the arbitration fee and arbitration costs shall be paid by the Claimant.

5. If the arbitration is terminated due to the Claimant's withdrawal of claims, the arbitration fee and arbitration costs shall be paid by the Claimant. If the Respondent admits the Claimant's claims, the arbitration fee and arbitration costs shall be paid by the Respondent.

6. Taking into account the circumstances of a specific dispute, the Arbitral Tribunal may affect a different allocation of the arbitration fee and arbitration costs between the Parties.

7. The provisions of Paragraphs 1 – 6 of this Article shall apply, unless the Parties agreed upon a different allocation of the arbitration fee and arbitration costs.

#### **Article 14. Costs Incurred by the Parties**

1. The Parties and the third parties may provide the Arbitral Tribunal with information related to their costs incurred in the course of arbitration within *seven (7)* days following the completion of the oral hearings or, if no oral hearings are held in accordance with the Arbitration Agreement or the Arbitration Rules, within *seven (7)* days following the dispatch of the last procedural document. The costs shall be confirmed by documentary evidence. The Arbitral Tribunal may place the costs upon the Party against which the arbitral award was rendered upon the request of the other Party or third parties. The Party upon which the costs are placed may submit a reasoned objection to the amount of costs estimated by the other Party and the third parties within *seven (7)* days following the date of receipt of the information on the costs incurred by the other Party and third parties.

2. Upon the request of the Party, in whose favour the arbitral award was rendered, and third parties in accordance with Paragraph 1 of this Article, the Arbitral Tribunal shall place the costs incurred by that Party and the third parties upon the Party against which the arbitral award was rendered, at the time of rendering the arbitral award.

3. The Arbitral Tribunal shall take into account the amount of the claims advanced, the value of the claim, the complexity of the dispute, the scope of the representative's services, the time necessary for drafting procedural documents, the length of dispute resolution when placing the costs incurred by that Party and the third parties upon the Party against which the arbitral award was rendered.

4. If the Arbitral Tribunal decreases the amount of the costs of the Parties and third parties in accordance with Paragraph 3 of this Article, the arbitral award shall be accompanied by a reasoned opinion of the Arbitral Tribunal specifying the reasons for decreasing the amount of the costs.

5. The Parties may agree upon a different allocation of their costs.

#### **Article 15. Schedule of Arbitration Fees**

1. The administrative fee and arbitrator's fee shall be calculated in accordance with the

following Schedules of Arbitration Fees.

1) Schedule of Arbitration Fees for arbitration of domestic disputes:

<i>Value of claim (RUB)</i>	<i>Administrative fee (RUB)</i>	<i>Arbitrator's fee<sup>7</sup> (RUB)</i>
up to 500,000	17,500	42,500
from 500,000 to 1,500,000	17,500 + 1% of the value of a claim exceeding 500,000	42,500 + 3.5% of the value of a claim exceeding 500,000
from 1,500,000 to 5,000,000	27,500 + 0.3% of the value of a claim exceeding 1,500,000	77,500 + 1.5% of the value of a claim exceeding 1,500,000
from 5,000,000 to 10,000,000	38,000 + 0.4% of the value of a claim exceeding 5,000,000	130,000 + 0.5% of the value of a claim exceeding 5,000,000
from 10,000,000 to 20,000,000	58,000 + 0.7% of the value of a claim exceeding 10,000,000	155,000 + 1.2% of the value of a claim exceeding 10,000,000
from 20,000,000 to 29,999,999	128,000 + 0.7% of the value of a claim exceeding 20,000,000	275,000 + 0.5% of the value of a claim exceeding 20,000,000
from 30,000,000 to 50,000,000	250,000 + 0.5% of the value of a claim exceeding 30,000,000	650 000 + 1% of the value of a claim exceeding 30,000,000
from 50,000,000 to 100,000,000	350,000 + 0.3% of the value of a claim exceeding 50,000,000	900,000 + 1% of the value of a claim exceeding 50,000,000
from 100,000,000 to 500,000,000	500,000 + 0.07% of the value of a claim exceeding 100,000,000	1,400,000 + 0.3% of the value of a claim exceeding 100,000,000
from 500,000,000 to 1,000,000,000	780,000 + 0.01% of the value of a claim exceeding 500,000,000	2,600,000 + 0.15% of the value of a claim exceeding 500,000,000
from 1,000,000,000 to 4,999,999,999	830,000 + 0.01% of the value of a claim exceeding 1,000,000,000	3,350,000 + 0.13% of the value of a claim exceeding 1,000,000,000
over 5,000,000,000	1,250,000	8,750,000

<sup>7</sup> For the value of a claim less than thirty million (30,000,000) Rubles the arbitrator's fee is indicated as if the dispute was decided by a sole arbitrator. As for the value of a claim equal or exceeding thirty million (30,000,000) Rubles the arbitrator's fee is indicated as if the dispute was decided by an Arbitral Tribunal composed of three (3) arbitrators.

2) Schedule of Arbitration Fees for international commercial arbitration:

<i>Value of claim (USD)</i>	<i>Administrative fee (USD)</i>	<i>Arbitrator's fee<sup>8</sup> (USD)</i>
up to 10,000	1,000	2,000
from 10,000 to 30,000	1,000 + 3% of the value of a claim exceeding 10,000	2,000 + 7% of the value of a claim exceeding 10,000
from 30,000 to 100,000	1,600 + 2.5% of the value of a claim exceeding 30,000	3,400 + 6% of the value of a claim exceeding 30,000
from 100,000 to 200,000	3,350 + 2% of the value of a claim exceeding 100,000	7,600 + 5% of the value of a claim exceeding 100,000
from 200,000 to 400,000	5,350 + 1% of the value of a claim exceeding 200,000	12,600 + 3.5% of the value of a claim exceeding 200,000
from 400,000 to 500,000	7,350 + 0.5% of the value of a claim exceeding 400,000	19,600 + 2.5% of the value of a claim exceeding 400,000
from 500,000 to 1,000,000	7,850 + 0.25% of the value of a claim exceeding 500,000	22,100 + 1.5% of the value of a claim exceeding 500,000
from 1,000,000 to 2,000,000	9,100 + 0.15% of the value of a claim exceeding 1,000,000	29,600 + 1% of the value of a claim exceeding 1,000,000
from 2,000,000 to 10,000,000	10,600 + 0.05% of the value of a claim exceeding 2,000,000	39,600 + 0.25% of the value of a claim exceeding 2,000,000
over 10,000,000	14,600 + 0.01% of the value of a claim exceeding 10,000,000	51,600 + 0.15% of the value of a claim exceeding 10,000,000

3) Schedule of Arbitration Fees for arbitration of Corporate Disputes:

<i>Value of claim (RUB)</i>	<i>Administrative fee (RUB)</i>	<i>Arbitrator's fee<sup>9</sup> (RUB)</i>
up to 500,000	70,000	10,000

<sup>8</sup> For the value of a claim less than five hundred thousand (500,000) US Dollars the arbitrator's fee is indicated as if the dispute was decided by a sole arbitrator. As for the value of a claim equal or exceeding five hundred thousand (500,000) US Dollars the arbitrator's fee is indicated as if the dispute was decided by an Arbitral Tribunal composed of three (3) arbitrators.

<sup>9</sup> The arbitrator's fee is indicated for an Arbitral Tribunal composed of three (3) arbitrators.

from 500,000 to 1,500,000	70,000 + 3% of the value of a claim exceeding 500,000	100,000 + 7% of the value of a claim exceeding 500,000
from 1,500,000 to 5,000,000	100,000 + 2.5% of the value of a claim exceeding 1,500,000	170,000 + 6% of the value of a claim exceeding 1,500,000
from 5,000,000 to 10,000,000	187,500 + 2% of the value of a claim exceeding 5,000,000	380,000 + 5% of the value of a claim exceeding 5,000,000
from 10,000,000 to 20,000,000	287,500 + 1% of the value of a claim exceeding 10,000,000	630,000 + 3.5% of the value of a claim exceeding 10,000,000
from 20,000,000 to 30,000,000	387,500 + 0.5% of the value of a claim exceeding 20,000,000	980,000 + 2.5% of the value of a claim exceeding 20,000,000
from 30,000,000 to 50,000,000	437,500 + 0.25% of the value of a claim exceeding 30,000,000	1,230,000 + 1.5% of the value of a claim exceeding 30,000,000
from 50,000,000 to 100,000,000	487,500 + 0.15% of the value of a claim exceeding 50,000,000	1,530,000 + 1% of the value of a claim exceeding 50,000,000
from 100,000,000 to 500,000,000	562,500 + 0.05% of the value of a claim exceeding 100,000,000	2,030,000 + 0.25% of the value of a claim exceeding 100,000,000
over 500,000,000	762,500 + 0.01% of the value of a claim exceeding 500,000,000	3,030,000 + 0.15% of the value of a claim exceeding 500,000,000

## **INTERNAL RULES OF THE ARBITRATION CENTER**

### **Article 1. Structure of Arbitration Center**

The Board, discharging, *inter alia*, the functions of the appointments committee, and the Administrative Office headed by the Executive Administrator are constituted within the Arbitration Center for the purposes of administration of arbitration.

### **Article 2. Board**

1. The Board is a permanent collective body of the Arbitration Center performing the functions of appointment and challenge of arbitrators and termination of their mandate as well as other functions accorded to the Board by the Arbitration Rules, other rules of the Arbitration Center and the effective legislation.

2. The Board is comprised of nine (9) members.

3. At least seven (7) members of the Board shall have a law degree, confirmed by a diploma of the established standard issued within the territory of the Russian Federation or by certificates issued by a foreign state and recognized by the Russian Federation.

4. The Board shall be elected by the persons included into the unified recommended list of arbitrators of the Arbitration Center. The decision on the election of a member of the Board is deemed adopted, if a majority of the persons included in the unified recommended list of arbitrators of the Arbitration Center voted for him/her.

5. The candidates are introduced by the Executive Administrator from the list of highly qualified professionals with impeccable reputation. If the decision on the election of a Board member is not adopted, the Executive Administrator shall introduce another candidate.

6. The Board shall be partially rotated every three (3) years. During the first rotation, four (4) members of the Board shall be replaced upon the Executive Administrator’s recommendation three (3) years after the constitution of the initial Board composed of nine members. During the second rotation which shall take place three (3) years after the first rotation, the remaining five (5) members of the initial Board shall be replaced. During the following rotations, the previously appointed members of the Board shall be replaced. The replaced members of the Board are allowed to regain their status three (3) years after the termination of their mandate.

7. If a Board member’s mandate is terminated prior to the expiry of the appointed term, *inter alia*, upon his/her own initiative, the new member of the Board shall be elected in accordance with Paragraph 5 of this Article for the rest of the previous member’s term.

8. The Board elects a President for three (3) years. One person is not allowed to be the President for two consecutive mandates. The President may appoint his/her deputy from among the members of the Board.

9. The President performs the following functions:

1) convocation of the Board sessions in person or by correspondence when appropriate;

- 2) composition of the Board's agenda;
- 3) organization of voting on the Board's agenda, calculation of votes, summarizing the information on votes and its safekeeping;
- 4) signing of records of the Board's sessions and excerpts therefrom;
- 5) presiding during the Board's sessions in person as well as during the meetings of the arbitrators enrolled in the unified recommended list of arbitrators;
- 6) participation on behalf of the Arbitration Center in the conferences, forums, meetings and similar events or sending other Board members to participate in analogous events on behalf of the Arbitration Center;
- 7) performance of other functions accorded to the Board by the Arbitration Rules and other rules of the Arbitration Center.

10. The Board shall perform the functions accorded to it by the Arbitration Rules of the Arbitration Center.

11. The Board sessions are held in person or by correspondence. The Board's sessions in person shall be held by presence of all members or by tele- or videoconference, organized by the Executive Administrator upon the initiative of the President or the majority of the Board members. The Board's session by correspondence may be held by means of e-mail voting.

12. The session is considered duly convened (a quorum is deemed to be present), if at least six (6) members of the Board participated in it. The functions of the Board secretary shall be performed by the Executive Administrator.

13. If one of the Board members cannot be present during the Board's session in person, he/she is entitled to provide the Executive Administrator with a written opinion concerning all of the issues on the Board's agenda prior to the Board's session. If the Executive Administrator receives a written opinion, the absent Board member is considered to have participated in the Board's session and his/her vote is taken into account when making a decision.

14. The decision is made by a simple majority of the votes of the Board members participating in the Board's session. In the event of equally divided votes among the Board members, the President or the President's deputy shall have a casting vote.

### **Article 3. Administrative Office**

1. The Administrative Office performs all functions related to organizational and technical administration of the arbitration and assists the Arbitral Tribunal and the Parties in the course of arbitration, if necessary.

2. The Administrative Office personnel are the employees of the Institute who shall report directly to the Executive Administrator. The number of personnel and the organizational structure of the Administrative Office shall be determined by the Executive Administrator.

3. The Administrative Office personnel shall respect the confidentiality obligations provided for in Article 24 of the Arbitration Rules.

4. While performing their functions, the Administrative Office personnel shall avoid any conflict of interests. If a conflict of interests occurs, the personnel shall immediately cease performance of their functions with respect to the relevant arbitrator and notify the Executive

Administrator.

5. The activities of the Administrative Office may be governed by other rules of the Arbitration Center.

#### **Article 4. Executive Administrator**

1. The Executive Administrator manages the Arbitration Center and the Administrative Office and performs other functions set forth by the Arbitration Rules or other rules of the Arbitration Center.

2. The Executive Administrator is appointed by the Director General of the Institute. The Executive Administrator shall have a law degree and be fluent in English.

3. All requirements and restrictions for the Administrative Office personnel set out in Article 3 of the present Rules, including the regime of confidentiality set forth in Article 24 of the Arbitration Rules, shall equally apply to the Executive Administrator.

#### **Article 5. Arbitrators**

1. Any individual, who is not directly or indirectly interested in the outcome of the dispute and who possesses the necessary knowledge and experience enabling him/her to adequately resolve disputes, can serve as arbitrator of the Arbitration Center. That individual shall satisfy the additional requirements established by the Parties, the applicable Arbitration Rules and the effective legislation.

2. Individuals under twenty five (25) years or persons without legal capacity or with limited capacity may not serve as arbitrators.

3. Individuals with unspent and outstanding previous convictions may not serve as arbitrators.

4. Individuals whose previous mandates of judge, advocate, notary, investigator, public prosecutor or any other employee of the law enforcement agencies in the Russian Federation were terminated due to delinquency incompatible with their professional functions may not serve as arbitrators.

5. Individuals who cannot be elected (appointed) as arbitrators due to their status defined in the federal law may not serve as arbitrators.

6. The Parties are entitled to agree upon additional requirements, *inter alia*, the requirements related to the arbitrators' professional qualifications. The Parties are entitled to agree upon a specific arbitrator (arbitrators) to resolve their dispute.

7. Unless the Parties agree otherwise, a sole arbitrator or the presiding arbitrator (if the dispute is resolved by a panel of arbitrators in accordance with Paragraph 8 of this Article) shall satisfy the following requirements:

1) have a law degree confirmed by a diploma of the established standard issued in the territory of the Russian Federation;

2) have a law degree confirmed by certificates issued by a foreign state and recognized by the Russian Federation.

8. If a dispute is examined by a panel of arbitrators, the Parties may agree that the presiding arbitrator is not required to satisfy the requirements established by Paragraph 7 of this

Article, if another arbitrator satisfying the requirements is included in the Arbitral Tribunal.

#### **Article 6. Unified Recommended List of Arbitrators and Additional Databases of Specialists**

1. The Arbitration Center shall compile:

- 1) an unified recommended list of arbitrators of the Arbitration Center;
- 2) additional databases of specialists, including for resolving particular categories of disputes.

2. The unified list and additional databases of specialists of the Arbitration Center shall be published on the website of the Arbitration Center for informational purposes and are not mandatory.

3. The Parties may elect the arbitrators who are not included on the unified recommended list of arbitrators of the Arbitration Center, unless they have agreed otherwise by means of a direct (special) agreement.

4. The Board or any other individual or collective body determined by the rules of the Arbitration Center may appoint arbitrators who are not included on the unified recommended list of arbitrators of the Arbitration Center, unless the Parties have agreed otherwise by means of a direct (special) agreement.

5. The unified recommended list of arbitrators of the Arbitration Center shall include at least thirty (30) persons. Inclusion on the unified recommended list of arbitrators of the Arbitration Center shall be carried out based on the written consent of the person to be included.

6. From among arbitrators on the unified recommended list of arbitrators of the Arbitration Center, at least one third of arbitrators shall have academic degrees awarded in the territory of the Russian Federation in the field of academic research included on the list approved by Order of the Ministry of Justice of Russia No. 236 dated October 14, 2016 “On the Approval of the List of Fields of Academic Research, Academic Degrees in Which Shall Be Held by At Least One Third of Arbitrators Included on the Recommended List of Arbitrators of a Permanent Arbitration Institution”, and at least half of the arbitrators shall possess the experience of resolving civil law disputes as arbitrators and/or as judges of federal courts, the constituent (statutory) court of a constituent territory of the Russian Federation, judges or the peace for at least ten years preceding the date of inclusion on the recommended list of arbitrators of the Arbitration Center. The person included on the recommended list of arbitrators of the Arbitration Center may not be included on the recommended lists of arbitrators of more than three permanent arbitration institutions.

#### **Article 7. Prohibition of Conflict of Interests**

1. No conflicts of interests are allowed in the Arbitration Center’s performance of its functions in accordance with the Arbitration Rules or Internal Rules.

2. The following individuals and entities may not act as Party in proceedings administered by the Arbitration Center:

- 1) the Institute;
- 2) the Institute’s founders;

- 3) individuals included in the regulatory bodies of the Institute;
- 4) individuals *de facto* determining the Institute's activity;
- 5) the Board members;
- 6) close relatives of the Board members;

7) legal entities, if a Board member directly or indirectly possesses more than 50% of votes in the highest regulatory body of the entity or if the Board's member is entitled to appoint (elect) a regulatory body composed of one person or 50% of the composition of a regulatory body composed of more than one person.

3. The abovementioned restrictions shall also apply to the individuals mentioned in Paragraph 2 of this Article for three (3) years after the individual ceases to satisfy the criteria established by Paragraph 2 of this Article.

4. While performing their functions, the Board, the Administrative Office and the Executive Administrator shall be guided by the effective legislation in order to avoid, reveal and eliminate any conflict of interests. The Board, the Administrative Office and the Executive Administrator are obliged to avoid any conflict of interests. The Board's members and the Administrative Office personnel shall immediately notify the Executive Administrator of any actual or potential conflict of interests arising in the course of arbitration administered by the Arbitration Center.

5. While performing their functions, the members of the Board shall be obliged to avoid any conflict of interests. In order to avoid, reveal, eliminate any conflict of interests the Board members shall be guided by Article 4 – 6 of the Rules on Impartiality and Independence of Arbitrators, approved by Order of the President of the Chamber of Commerce and Industry of the Russian Federation No. 39 as of August 27, 2010 applied *mutatis mutandis*.

6. If a Board member learns about any circumstances raising doubts as regards his/her impartiality or independence, *inter alia*, in accordance with Articles 4 – 6 of the Rules on Impartiality and Independence of Arbitrators, approved by Order of the President of the Chamber of Commerce and Industry of the Russian Federation No. 39 as of August 27, 2010, that member shall immediately notify the Board and the Executive Administrator of such circumstances and shall not participate in any decision-making with respect to the arbitration involving the respective circumstances. The participation of the Board member shall not be taken into account for the purposes of determining the quorum of the Board's session with respect to the relevant issue.

7. Neither the Board nor the Parties shall be entitled to elect or appoint the Administrative Office personnel or the Executive Administrator as arbitrators.

8. If a candidate arbitrator appointed by the Board, is recommended by a member of the Board, the member may not participate in the voting and his/her participation shall not be taken into account for the purposes of determining the quorum on such issue.

9. If a member of the Board is appointed as arbitrator by the Board or by a Party, he/she may not participate in any Board's decision-making with respect to the arbitration where he/she acts as arbitrator.

10. In the course of arbitration administered by the Arbitration Center, the employees of the Administrative Office and the Executive Administrator may not perform any functions other

than those stipulated in the Arbitration Rules or other rules of the Arbitration Center.

**Article 8. Divisions of the Arbitration Center**

1. The Arbitration Center may establish divisions within the regions of the Russian Federation (regional divisions) as well as divisions specialised in administration of certain types of civil disputes (specialised divisions).

2. The activities of the divisions of the Arbitration Center are governed by internal rules as well as specialised rules of the Arbitration Center.

**ARBITRAL TRIBUNAL’S MODEL ORDER ON THE TIMETABLE OF  
ARBITRATION PROCEEDINGS**

Case No. [●]

<b><u>GENERAL INFORMATION</u></b>		
<b>1.</b>	<b>DATE OF THE ORDER:</b>	[●]
<b>2.</b>	<b>ARBITRATOR (ARBITRATORS):</b>	[●] [●] [●]
<b>3.</b>	<b>CLAIMANT:<sup>10</sup></b>	[●] <i>[Contact details of the Claimant and the Claimant’s representative, if available]</i>
<b>4.</b>	<b>RESPONDENT:<sup>11</sup></b>	[●] <i>[Contact details of the Respondent and the Respondent’s representative, if available]</i>
<b>5.</b>	<b>THIRD PARTIES (if present):</b>	[●] <i>[Contact details of the third parties and the third parties’ representatives, if available]</i>
<b>6.</b>	<b>DATE OF COMMENCEMENT OF ARBITRATION:</b>	[●]
<b>7.</b>	<b>DATE OF CONSTITUTION OF THE ARBITRAL TRIBUNAL:</b>	[●]
<b>8.</b>	<b>DATE OF NEGOTIATION OF THE TIMETABLE:</b>	[●]

<sup>10</sup> The co-claimant and/or additional claimant to be included, if any.

<sup>11</sup> The co-respondent and/or additional respondent to be included, if any.

		<i>(if negotiation took place)</i>
9.	<b>INFORMATION ON THE ATTEMPTS TO SETTLE DISPUTE BY NEGOTIATIONS OR MEDIATION</b>	[•]

<b><u>JURISDICTION OF THE ARBITRAL TRIBUNAL<sup>12</sup></u></b>		
1.	<b>DATE OF SUBMISSION OF THE RESPONDENT'S WRITTEN STATEMENT ON THE LACK OF THE ARBITRAL TRIBUNAL'S JURISDICTION:</b>	[•]
2.	<b>DATE OF SUBMISSION OF THE CLAIMANT'S OBJECTIONS TO THE RESPONDENT'S WRITTEN STATEMENT ON THE LACK OF THE ARBITRAL TRIBUNAL'S JURISDICTION:</b>	[•]
3.	<b>DATE OF SUBMISSION OF ADDITIONAL WRITTEN STATEMENTS ON THE LACK OF THE ARBITRAL TRIBUNAL'S JURISDICTION BY THE RESPONDENT OR THE CLAIMANT:</b>	[•] <i>(If necessary)</i>
4.	<b>DATE AND PLACE<sup>13</sup> OF ORAL HEARINGS ON THE ARBITRAL TRIBUNAL'S JURISDICTION:</b>	[•] <i>(if the Arbitral Tribunal ruled to hold oral hearings)</i>

<b><u>ARBITRATION PROCEEDINGS</u></b>
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<sup>12</sup> *If a Party challenges the jurisdiction of the Arbitral Tribunal.*

<sup>13</sup> *The hearings may be held via tele- or videoconference.*

1.	<b>DATE OF SUBMISSION OF THE CLAIM:</b>	[•] <i>(unless the Claim was filed before the Arbitral Tribunal was constituted)</i>
2.	<b>DATE OF SUBMISSION OF A RESPONSE TO THE CLAIM OR A COUNTERCLAIM:</b>	[•] <i>(unless they were filed before the Arbitral Tribunal was constituted)</i>
3.	<b>DATE OF SUBMISSION OF A RESPONSE TO THE COUNTERCLAIM:</b>	[•] <i>(if the Counterclaim was filed)</i>
4.	<b>DATE OF PARTIES' SUBMISSION OF ADDITIONAL WRITTEN STATEMENTS:</b>	[•] <i>(If necessary)</i>
5.	<b>DATE AND PLACE<sup>14</sup> OF ORAL HEARINGS</b>	[•]

<b><u>ADDITIONAL INFORMATION</u></b>		
1.	<b>INFORMATION ON THE APPOINTMENT OF EXPERTS:</b>	[•]
2.	<b>DATE OF SUBMISSION BY A PARTY (PARTIES) OF INFORMATION ON WITNESSES IT (THEY) INTENDS TO INVITE FOR GIVING TESTIMONY DURING ORAL HEARINGS:</b>	[•]
3.	<b>OTHER NECESSARY INFORMATION:</b>	[•]

**ARBITRATORS' SIGNATURES**

**ARBITRATOR: [•]**

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<sup>14</sup> The hearings may be held via tele- or videoconference.

**ARBITRATOR: [●]**

**ARBITRATOR: [●]**

**From:** *[name of the legal entity]*

*[address of the legal entity]*

PSRN/TIN: *[[●]/[●]]*

**To:**

***[Option 1: participant of the legal entity]***

*[full name and residence address for individual participants; name and address for corporate participants]*

***[Option 2<sup>15</sup>: keeper of the register of securities]***

*[name and address of the keeper of the register of securities]*

***[Option 3<sup>16</sup>: depository (custodian) keeping record of rights to the legal entity’s securities]***

*[name and address of the depository (custodian)]*

### **NOTICE OF ARBITRATION OF A CORPORATE DISPUTE**

We hereby notify you of the commencement of arbitration of a corporate dispute with respect to *[name of the legal entity]* and enclose a copy of the Claim with all exhibits thereto.

The arbitration of the corporate dispute is administered by the Arbitration Center at the Autonomous Non-Profit Organisation “Institute of Modern Arbitration” (hereinafter, the “**Arbitration Center**”). Information on the arbitration of the corporate dispute can be found on the Arbitration Center’s website at [www.centerarbitr.ru](http://www.centerarbitr.ru).

Please also be informed that each participant of the legal entity may join the arbitration of the corporate dispute at any stage thereof in accordance with the procedure set forth in Article 74 of the Arbitration Rules of the Arbitration Center.

*Exhibit: copy of the Claim with exhibits on \_\_ pages.*

*[date of the notice]*

*[office and full name /full name]* \_\_\_\_\_

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<sup>15</sup> For joint-stock companies.

<sup>16</sup> For joint-stock companies.

**To: Arbitration Center at the Autonomous Non-Profit Organisation “Institute of Modern Arbitration”**

**From: Participant of [name of the legal entity]**  
*[name, PSRN and/or TIN for a legal entity (or full name for an individual), postal address, telephone, fax, e-mail, etc.]*

**Case No.** *[specify the number of the case]*

### **APPLICATION TO JOIN THE ARBITRATION OF A CORPORATE DISPUTE**

A corporate dispute is pending arbitration administered by the Arbitration Center with respect to *[name of the legal entity]* (hereinafter, the “**Arbitration**”).

*[full name/ name of the applicant]* (hereinafter, the “**Applicant**”) is a participant in *[name of the legal entity]*.

Pursuant to Article 74 of the Arbitration Rules of the Arbitration Center, the Applicant hereby applies to join the Arbitration as *[specify the status<sup>17</sup>]* and accepts the state of Arbitration as of the moment of joining.

The Applicant’s position with respect to the claims is as follows: *[summarize the position or specify that there is none]*.

*[date of the application]*

**Exhibits:**

- 1) *documents confirming the status of participant in the legal entity;*<sup>18</sup>
- 2) *copy of the arbitration agreement;*
- 3) *copies of documents confirming the powers of the signatory of the application to join;*
- 4) *documents confirming that the application to join and all exhibits thereto have been sent to all persons and entities specified in the claim, and to the legal entity;*

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<sup>17</sup> A Participant may join the arbitration of a corporate dispute as:

- 1) *a separate representative of the Legal Entity, in case the arbitration of the corporate dispute was commenced by another Participant under Article 72 of the Arbitration Rules;*
- 2) *a co-claimant;*
- 3) *a third party in accordance with the procedure set forth in Paragraph 3 of Article 36 of the Arbitration Rules.*

<sup>18</sup> *Where no such documents are available, the Participant should substantiate the right to file an Application to Join, including by proving that the arbitration of the Claim will resolve the issue of its status as a Participant, or that the Claim is connected with another dispute related to the issue of its status as Participant.*

5) *application to join and all exhibits thereto in electronic form.*

*[office and full name /full name]*

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