

## **Agreement to Mediate with Subsequent Referral of Dispute to 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 the Parties by means of mediation in [to specify the Mediation Center] in accordance with the Mediation Rules of [to specify the Mediation Center] applicable on the date of the signature of the Contract.

In case of reaching mediation agreement, it shall be approved as an arbitral award on agreed terms in accordance with Arbitration Rules of the Russian Arbitration Center at the Russian Institute of Modern Arbitration (hereinafter "RAC at RIMA").

The Parties of the mediation agreement hereby agree that for the purposes of rendering of an arbitral award on agreed terms, the arbitrator shall be the same person who acted as the mediator in the dispute between the Parties.

Consent of a person to act as a mediator in the dispute between the Parties shall be considered as a consent to act as an arbitrator for the purposes of rendering of an arbitral award on agreed terms.

Arbitration for the purposes of rendering of an arbitral award on agreed terms is initiated by one of the parties by filing a request for arbitration to the RAC at RIMA, that should include the request to approve the mediation agreement as an arbitral award on agreed terms (hereinafter "Request").

The Request shall contain the following information:

1. the name, Primary State Registration Number and/or Taxpayer's Identification Number (or similar information in relation to foreign legal persons) and contact details (including the postal address, telephone number, facsimile number, e-mail) of Parties to mediation agreement and similar information related to the Parties' authorized representatives (if any);
2. a reference to the Arbitration Agreement which serves as the basis for the Request or, if the Arbitration Agreement is incorporated in a contract, a reference to the contract;
3. a request to approve mediation agreement as an arbitral award on agreed terms;
4. an indication that a person, who acted as the mediator, would also act as an arbitrator for the purposes of rendering of an arbitral award on agreed terms and the contact details of such person;

5. the date of the Request.

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;
2. a document confirming the powers of the signatory of the Request;
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 party to the mediation agreement;
5. a copy of the mediation agreement.

If the Request and exhibits thereto are submitted in hard copies, they should be also sent in electronic format in accordance with procedure set forth in the Arbitration Rules.

If a person, who acted as the mediator in the dispute between the Parties, for some reason fails to act as an arbitrator for the purposes of rendering of arbitral award on agreed terms, such an arbitrator is appointed in accordance with the procedure set forth in the Arbitration Rules of the RAC at RIMA.

Parties agree that the seat of arbitration for the purposes of approval of mediation agreement as an arbitral award on agreed terms shall be Moscow, the Russian Federation.

The Parties expressly agree that the arbitral award on agreed terms is final for the Parties and is not subject to annulment.

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

If mediation procedure does not commence within 45 days from the date of application of one of the Parties to [specify the Center], the Parties are not obliged to comply with mediation procedure, and the dispute shall be resolved by arbitration administered by the Russian Arbitration Center in accordance with the Arbitration Rules of the RAC at RIMA.

If mediation procedure has been initiated within the period specified in the previous paragraph, but the dispute was not settled within 90 days from the date of application of one of the Parties to [specify the Center], the dispute shall be resolved by arbitration administered by the Russian Arbitration Center in accordance with the Arbitration Rules of the RAC at RIMA.

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]

If a Party changes the e-mail address specified above, Party shall immediately notify the other Party of such change and, if the arbitration has already commenced notify the [specify the Center] and the Russian Arbitration Center. 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 execute the arbitral award on agreed terms.