



**Russian  
Arbitration  
Center**

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at the Russian Institute  
of Modern Arbitration

Approved  
by the General Meeting of  
Founders

Minutes of the Meeting No. 7  
dated December 20, 2016  
(as amended \_\_\_\_\_)

## **ARBITRATION RULES**

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

Moscow, 2021

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

Russian Arbitration Center at the Russian Institute of Modern Arbitration is a permanent arbitral institution. The authorisation to perform the functions of a permanent arbitral institution by the Russian Arbitration Center at the Russian Institute of Modern Arbitration was granted to the Institute of Modern Arbitration by the Order of the Government of the Russian Federation dated 27 April 2017 № 799-р.

The change of the name of the Arbitration Center at the Autonomous Non-Profit Organisation “Institute of Modern Arbitration” to the Russian Arbitration Center at the Autonomous Non-Profit Organisation “Russian Institute of Modern Arbitration” does not affect the functioning of the permanent arbitral institution.

Arbitration agreements referring the disputes to the Arbitration Center at the Autonomous Non-Profit Organisation “Institute of Modern Arbitration” are valid and enforceable, as well as remain in force.

Any and all disputes, controversies or claims arising out of or in connection with the contract comprising such arbitration agreement shall be decided in arbitration administered by the Russian Arbitration Center at the Autonomous Non-Profit Organisation “Russian Institute of Modern Arbitration” in accordance with the present Arbitration Rules.

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## 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, including the breach, conclusion, modification, termination or invalidity hereof, shall be resolved by arbitration administered by the Russian Arbitration Center at the Autonomous Non-Profit Organisation “Russian 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 Russian Arbitration Center at the Autonomous Non-Profit Organisation “Russian Institute of Modern Arbitration”. The Party failing to give notice shall bear the negative impact of any written submissions, notifications and other written documents being sent to a wrong e-mail address.

The Parties hereby agree to voluntarily comply with the arbitral award.

### ***2. The recommended arbitration clause for expedited arbitration:***

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

The Parties agree that disputes 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 Russian Arbitration Center at the Autonomous Non-Profit Organisation “Russian Institute of Modern Arbitration”. The Party failing to give notice shall bear the negative impact of any written submissions, notifications and other written documents being sent to a wrong e-mail address.

The Parties hereby agree to voluntarily comply with the arbitral award.

**3. The recommended arbitration clause with respect to corporate disputes to be resolved in accordance with the rules on arbitration of corporate disputes (for conclusion by all participants in a legal entity and the legal entity itself in the form of a statute of the charter, a provision in an agreement or a separate document):**

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, the parties and/or participants of which are [*specify the relevant term: shareholders, partners, founders, members*], the Legal Entity itself, as well as other persons who consented to be bound by this arbitration agreement,<sup>1</sup> shall be resolved by arbitration administered by the Russian Arbitration Center at the Autonomous Non-Profit Organisation “Russian 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 concluding the respective arbitration agreement with the Legal Entity.

The Parties hereby agree to voluntarily comply with the arbitral award.

**4. Optional additions and express 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: [●].<sup>2</sup>

4) This contract shall be governed by the substantive law of [●].

5) The language of the arbitration shall be: [●].

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

7) The Parties agree that in case of non-compliance by one Party with the interim measures granted by the Arbitral Tribunal or emergency interim measures, confirmed by the Arbitral Tribunal, the other Party may file an additional claim for awarding a monetary amount, determined by the Arbitral Tribunal, taking into account the circumstances of the dispute.

8) *Express agreement to waive the right to file challenges with competent courts in case of the Board’s refusal to grant the challenge:*

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<sup>1</sup> It is possible to specify the details of other persons, who have expressed the will to be bound by the arbitration agreement.

<sup>2</sup> The agreement on the venue for oral hearings does not in itself preclude the holding of oral hearings using videoconferencing, if so decided by the Arbitral Tribunal, taking into account the particular circumstances of the case.

The Parties expressly agree that if the challenge of the 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.

9) *Express 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 expressly agree that if the Arbitral Tribunal ruled that it has jurisdiction as a preliminary question, the Parties may not file applications on the Arbitral Tribunal's lack of jurisdiction with a competent court.

10) *Express agreement to hold no oral hearings under disputes between the Parties:*

The Parties expressly agree that no oral hearings shall take place in arbitration.

11) *Express agreement on the designation (appointment) of arbitrators only from the recommended list of arbitrators of the Russian Arbitration Center at the Autonomous Non-Profit Organisation "Russian Institute of Modern Arbitration":*

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

12) *Express agreement on the finality and irreversibility of the arbitral award:*

The Parties expressly 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>3</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 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 issued:*

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*

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



(commercial) court (*or* a district court) at the location (*or* domicile) of the Party in whose favour such an arbitral award is issued.

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

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 of the constituent entity of the Russian Federation (*or* a district court), in whose territory the arbitral award is issued.

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 issued:*

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 issued.

## PREAMBLE

The Arbitration Rules (hereinafter, the “**Arbitration Rules**”) regulate arbitration of disputes between the parties that have agreed to refer such disputes to the Russian Arbitration Center at the Autonomous Non-Profit Organisation “Russian Institute of Modern Arbitration” (hereinafter, the “**RAC**”) in any form permitted by applicable law (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 or follows from the essence of such provisions. 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 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 in Russian and English have equal legal force. In the event of a discrepancy, the text that best suits the purpose and nature of the provision in question shall prevail.

The Arbitration Rules consist of the Preamble, the Rules on Arbitration of Internal Disputes, International Arbitration Rules, Rules on Arbitration of Corporate Disputes and Annexes.

Subject to the agreement of the parties and the circumstances of a particular dispute, other rules of the RAC may apply to the arbitration administered by the RAC.

## CHAPTER 1. GENERAL PROVISIONS

### Article 1. RAC

1. The RAC is a permanent arbitral institution that administers arbitration in accordance with the applicable law, the Arbitration Rules and other rules and conditions of arbitration agreed upon by the Parties.

2. The RAC does not perform any dispute resolution functions. These functions are performed by the Arbitral Tribunal.

3. The following bodies act on behalf of the RAC: the Board of the RAC (hereinafter, the “**Board**”) and the Administrative Office of the RAC (hereinafter, the “**Administrative Office**”) headed by the Executive Administrator of the RAC (hereinafter, the “**Executive Administrator**”).

4. The RAC also performs certain functions of administering *ad hoc* arbitration in accordance with the applicable RAC rules and agreement of the Parties.

### Article 2. Arbitration Rules

1. The Arbitration Rules are the rules of a permanent arbitral institution that regulate the procedure of administration of arbitration by the RAC.

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

3. The Parties may agree to apply the Arbitration Rules that were effective on the date of conclusion of the arbitration agreement, with the exception of the Rules on Arbitration Fees and Arbitration Costs and the Internal Rules.

### Article 3. Terms and Definitions

For the purposes of these Arbitration Rules, the terms are defined as follows:

1) “Claimant” shall mean a person, including an individual, a legal entity or an unincorporated entity filing a Claim;

2) “Respondent” shall mean a person, including an individual, a legal entity or an unincorporated entity against whom the Claim is filed;

3) “Parties” shall mean the Claimant (including any co-claimants) and Respondent (including any co-respondents), as well as additional parties;

4) “Arbitral Tribunal” shall mean a sole arbitrator or a panel of arbitrators, designated or appointed to resolve a specific dispute.

### Article 4. Functions of the RAC

1. The main function of the RAC is to administer arbitration.

2. The RAC, represented by its authorised bodies and employees, for the purposes of administering arbitration in accordance with the Arbitration Rules and other rules of the RAC, performs 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) collection of arbitration fees, transfer of arbitrators' fees and arbitration costs;
- 7) other administrative functions stipulated in the arbitration agreement, the Arbitration Rules, other rules of the RAC and the applicable law.

#### **Article 5. Procedure for the Exchange of Written Documents**

1. Written statements, written communications, other written submissions and materials (hereinafter, the “**documents**”) may be exchanged and sent by the Parties, the Arbitral Tribunal and the RAC:

- 1) personally;
- 2) by courier;
- 3) by registered mail;
- 4) by e-mail;
- 5) by uploading to the Online Arbitration System of the RAC (OAS) in accordance with the procedure established by this article;
- 6) in any other method that allows to record the attempt to deliver the documents.

Notwithstanding the chosen means of sending communications, all documents shall be submitted by the Parties to the RAC in electronic form.

2. The documents in electronic form shall be sent by e-mail only to the address specified by the Party, *inter alia*, in the arbitration agreement. The Parties shall inform the RAC of the relevant e-mail addresses for sending documents when filing their first written submissions. When exchanging documents using e-mail, the Arbitral Tribunal, the assistant to the Arbitral Tribunal (if applicable), all other Parties and the RAC address [admin@centerarbitr.ru](mailto:admin@centerarbitr.ru) shall be indicated as addressees.

3. The documents in hard copies shall be sent to the addresses of the Parties agreed upon for the purposes of receiving correspondence or, if no such address is specified, to the address that the Party usually used within the legal relationship underlying the dispute, and if it is not possible to establish such address, to the official registered address (domicile) of the Party. 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.

4. The documents are also deemed to have been duly sent by uploading them in electronic form to the OAS 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 OAS and received on the date when an electronic notification of uploading of the Documents to the OAS is received. The Parties may agree, including after the commencement of arbitration, not to use the OAS in relation to a specific

dispute and shall promptly notify the RAC of the fact. Unless the Parties agree otherwise, the Parties are obliged to upload all documents to the OAS.

5. In the course of arbitration, the Parties and the Arbitral Tribunal may exchange documents directly (provided that the documents are sent to the RAC in electronic form) or through the RAC. In this case, the RAC has the right to send or deliver documents by any of the methods provided for in this article.

6. The date of receipt of documents by e-mail shall be deemed the day when they were sent at the local time of the recipient. The date of receipt of documents sent in hard copy shall be deemed the day of their delivery or delivery attempt. The date of receipt of the documents uploaded to the OAS shall be deemed the day of the electronic notification of the upload of documents to the OAS at the local time of the recipient.

#### **Article 6. Time Limits**

1. Any and all actions in the course of arbitration shall be performed by the Parties, the Arbitral Tribunal and the RAC within the time limits stipulated by the Arbitration Rules. Unless the Arbitration Rules provide otherwise, the RAC, the Parties and the Arbitral Tribunal are not entitled to set shorter time limits than those stipulated by the Arbitration Rules and the applicable law.

2. For the purposes of calculating, time limits begin to run from the date following the date of the act or event that is considered to be the starting point of the time limit. If such date is a weekend day or an official holiday, the time limit shall begin to run on the next business day. If the last day of such a time limit is a weekend day or an official holiday, such time limit shall be automatically extended until the end of the following business day.

3. Weekends and official holidays occurring during the running of the time limit shall be included in that time limit.

4. Taking into consideration the specific circumstances of the case, the time limits stipulated by the Arbitration Rules may be extended, including at the initiative of the Arbitral Tribunal or the Parties. Unless otherwise provided by the Arbitration Rules, the time limits are extended by the Executive Administrator. The extension of the time limits shall not violate the legal rights and interests of the Parties.

#### **Article 7. 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, applicable law, any decision of the authorised body of the RAC, any ruling of the Arbitral Tribunal or any provision of the arbitration agreement with regard to the arbitration of the specific dispute, if the Party is aware of such non-compliance and yet continues to take part in the arbitration without raising an objection to that non-compliance.

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 time limit, upon the expiry of that time limit.

## **Article 8. Value of Claim**

1. The value of claim is determined by summarising all claims submitted by the Parties in arbitration. If 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 (including the claims concerning the invalidity of a contract and termination of the contract) and other claims of material nature – as the value of the subject matter of such a legal relationship.

2. If the claim is not subject to monetary evaluation, the Board determines the value of the claim, taking into account the circumstances of the particular dispute.

3. If the value of property or subject matter of a legal relationship indicated in the claims differs from the value of property or subject matter of a legal relationship agreed by the Parties prior to filing the claims, the former shall be taken into account for the purposes of this Article.

4. The value of a claim does not include claims for reimbursement of arbitration fees and arbitration costs, as well as costs incurred by the Parties.

5. If the Claimant has wrongly calculated the value of the claim, the Executive Administrator before the constitution of the Arbitral Tribunal or the Arbitral Tribunal recalculate the value of the claim. In this case, the Parties receive the notice on recalculation of the value of the claim and the change in the amount of the arbitration fee. This Paragraph applies if the arbitration fee is determined in accordance with Article 4 of the Rules on Arbitration Fees and Arbitration Costs.

6. 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.

7. If monetary claims are filed in a currency other than the currency established by the Rules on Arbitration Fees and Arbitration Costs for the purposes of calculating the amount of the arbitration fee, the value of the claims is calculated at the official exchange rate of the Central Bank of the Russian Federation as of the day of submission of the document containing such monetary claims to the RAC.

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

### **Article 9. Request for Arbitration**

1. For the purposes of the commencement of arbitration, the Claimant shall send a procedural document, which shall contain and be accompanied with the following:

1) the name and contact details of the Parties;

2) a brief description of the claims, and, if the claims are subject to monetary evaluation, the total value of the claims or the Claimant's request to the RAC to evaluate such claims;

3) grounds for the jurisdiction of the RAC;

4) copies of documents confirming the powers of the signatory of the Request (Article 33 of the Arbitration Rules);

5) a document confirming payment of the registration fee;

6) documents confirming the dispatch of the Request, as well as all the exhibits attached to it to the Respondent (postal receipt and list of attachments); in the case of sending by e-mail, the proper confirmation of such dispatch shall be the indication as a recipient, in addition to the Respondent, of the RAC e-mail address [admin@centerarbitr.ru](mailto:admin@centerarbitr.ru)

(hereinafter, the “**Request for Arbitration**”, the “**Request**”).

2. If the Request complies with all requirements of Paragraph 1 of this Article, the Executive Administrator shall notify the Parties of the commencement of arbitration within 7 days from the date of receipt of the Request by the RAC. The date of commencement of the arbitration shall be the date on which the Request is received by the RAC.

3. The notice on commencement of arbitration also contains an indication of the seat of arbitration and the rules of arbitration, which are preliminary determined by the Executive Administrator. The Party filing no objections against the application to the dispute of determined Rules on Arbitration specified by the Executive Administrator within 10 days following the date of the notice on commencement of arbitration is deemed to have waived its right to invoke the respective objections later. The Arbitral Tribunal may, at the request of a Party or on its own initiative, determine that other Rules on Arbitration than the ones determined by the Executive Administrator shall apply to the dispute under its consideration.

4. In the event the Request does not meet any of the requirements set out in Paragraph 1 of this Article, the Executive Administrator within 7 days shall notify the Parties of the Request’s suspension and determines the time limit to rectify the defects. If the defects of the Request are rectified within the specified time limit, the date of the commencement of arbitration shall be deemed the date of the initial receipt of the Request by the RAC. All subsequent time limits set for the Respondent, the RAC and the Arbitral Tribunal shall be calculated from the date the defects are rectified.

5. If such defects are not rectified within the specified time limit, 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 10. Answer to the Request**

1. Not later than 20 days from the date of the notice on the commencement of arbitration, the Respondent may submit a procedural document, which shall contain and to which shall be attached:

1) the name and contact details of the Parties;

2) an acceptance or denial of the claims, a brief statement of the Respondent’s key defences to the claims, factual circumstances related to such defences;

3) a brief description of the counterclaims (if any) and the grounds for the jurisdiction of the RAC in respect of them, as well as, if the counterclaims are subject to

monetary evaluation, the total value of the counterclaims or the Respondent's request to the RAC to evaluate such claims;

4) copies of documents confirming the powers of the signatory of the Answer (Article 33 of the Arbitration Rules)

(hereinafter, the “**Response to the Request**”, the “**Response**”).

### **Article 11. Claim**

1. A Claim containing a detailed description of the claims, as well as legal grounds and factual circumstances, shall be communicated to all Parties, the Arbitral Tribunal and the RAC no later than the date established in the Procedural Schedule in accordance with Article 28 of the Arbitration Rules.

2. At any time prior to the expiration of the time limit established in the Procedural Schedule for the purposes of submitting a Claim, the Claimant may indicate that the Request filed in accordance with Article 9 of the Arbitration Rules should be regarded as a Claim. If the Claim is not submitted within the timeframe established in the Procedural Schedule, the Request shall be automatically regarded as a Claim.

### **Article 12. Response**

1. A Response containing a detailed description of the Respondent's position, objections to the Claim, as well as legal grounds and factual circumstances, shall be communicated to all Parties, the Arbitral Tribunal and the RAC no later than the date established in the Procedural Schedule in accordance with Article 28 of the Arbitration Rules.

2. At any time prior to the expiration of the time limit established in the Procedural Schedule for the purposes of submitting a Response, the Respondent may indicate that the Answer filed in accordance with Article 10 of the Arbitration Rules should be regarded as a Response. If the Response is not submitted within the timeframe established in the Procedural Schedule, the Answer shall be automatically regarded as a Response.

### **Article 13. Counterclaim**

1. The Respondent may file a Counterclaim to the Claimant, provided that:

1) the Claimant's claims and the Respondent's counterclaims are covered by one arbitration agreement; or

2) the Claimant's claims and the Respondent's counterclaims are covered by different arbitration agreements, but there is an interconnection between these claims; or

3) the Respondent's counterclaim is aimed at setting off the Claimant's claim.

2. The provisions of Articles 9 and 11 of the Arbitration Rules shall apply to the filing of a Counterclaim *mutatis mutandis*.

3. The Counterclaim shall be admitted by the Arbitral Tribunal subject to payment of the arbitration fee in full, calculated in accordance with the Rules on Arbitration Fees and Arbitration Costs.

4. The Claimant in the initial Claim may submit a Response to the Counterclaim



within the time limits provided for in the Procedural Schedule in accordance with Article 28 of the Arbitration Rules.

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

#### **Article 14. Arbitrators and the Arbitral Tribunal**

1. The arbitrators perform the Arbitral Tribunal's function of resolving disputes solely or collectively in a panel.

2. The arbitrator's mandate to resolve the dispute becomes effective upon the constitution of the Arbitral Tribunal.

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

4. The person appointed or designated to serve as an arbitrator signs the declaration.

5. The arbitrators shall be and remain at all times impartial and independent while performing their duties.<sup>4</sup> The arbitrators undertake to immediately inform the Parties and the RAC of any circumstances arising in the course of the arbitration that, from the viewpoint of a reasonable informed person, could raise doubts as to the arbitrator's impartiality or independence, with a detailed description of such circumstances.

6. Any communication between the arbitrator(s) and one of the Parties is prohibited, except in cases of obtaining the preliminary consent of the prospective arbitrator. For these purposes, the Parties may send the prospective arbitrator general information about the dispute and the Parties, but may not discuss with the prospective arbitrator the substance of the dispute, as well as the views of such prospective arbitrator on legal and factual issues.

7. The arbitrator shall meet all criteria set out in the applicable law. The Parties may agree upon additional requirements for arbitrators, which, if possible, shall be taken into account by the Board while appointing arbitrators.

8. If an arbitrator is designated by a Party, Parties or other arbitrators in a panel in accordance with the provisions of the Arbitration Rules, the Board reserves the right to refuse to confirm the designation of a candidate if it considers that such a person is not impartial or independent, does not meet the requirements of the applicable law or does not have sufficient qualifications to perform the functions of an arbitrator. In case of refusal to confirm the candidate arbitrator, the Executive Administrator may set an additional time limit for the designation of a new candidate.

#### **Article 15. Sole Arbitrator**

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

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<sup>4</sup> In assessing impartiality and independence, arbitrators shall be guided by the International Bar Association (IBA) Guidelines on Conflicts of Interest in International Commercial Arbitration (in its latest version).

2. The sole arbitrator shall be appointed by the Board no later than 30 days from the date of notice on the commencement of arbitration.

3. If the Parties have agreed on the candidacy of the sole arbitrator or the procedure for his/her designation by the Parties themselves or by any other person, the Parties shall notify the RAC of the fact. If the sole arbitrator cannot be designated in accordance with the agreement of the Parties, an arbitrator shall be appointed by the Board at the request of the Party no later than 30 days following the date of receipt of such request.

4. If prior to the constitution of the Arbitral Tribunal the value of the claim exceeds the amount indicated in Paragraph 1 of this Article, the constitution of the Arbitral Tribunal shall be recommenced in accordance with Article 16 of the Arbitration Rules, unless the Parties agree otherwise.

5. If the value of the claim exceeds the amount indicated in Paragraph 1 of this Article after the appointment of the sole arbitrator, the arbitration shall be continued by the sole arbitrator, unless the Parties agree otherwise.

#### **Article 16. Panel of Arbitrators**

1. The dispute shall be resolved by three arbitrators if the value of the claim equals or exceeds 30,000,000 Rubles for domestic disputes or 500,000 US Dollars for international commercial arbitration, unless the Parties agree on a different number of arbitrators.

2. If the Arbitral Tribunal is constituted of three arbitrators, each Party shall designate one arbitrator. The parties shall notify the RAC of the designation of arbitrators no later than 30 days from the date of notice on the commencement of arbitration.

3. The presiding arbitrator of the Arbitral Tribunal shall be chosen by two arbitrators no later than 30 days following the date of designation (appointment) of the last of the two arbitrators.

4. If a Party fails to designate an arbitrator in accordance with Paragraph 2 of this Article or the arbitrators fail to choose the presiding arbitrator of the Arbitral Tribunal in accordance with Paragraph 3 of this Article, such arbitrator shall be appointed by the Board within 30 days from the date on which the time limit for the respective selection expired.

5. The Parties may agree on a different procedure for the constitution of the Arbitral Tribunal. If the Arbitral Tribunal cannot be constituted in accordance with the procedure agreed by the Parties, the provisions of this Article shall apply for the purposes of constitution of the Arbitral Tribunal.

6. If prior to the constitution of the Arbitral Tribunal the value of the claim decreases and becomes less than the amount indicated in Paragraph 1 of this Article, the constitution of the Arbitral Tribunal shall be recommenced and conducted in accordance with Article 15 of the Arbitration Rules, unless the Parties agree otherwise.

7. If after the constitution of the Arbitral Tribunal the value of the claim decreases and becomes less than the amount indicated in Paragraph 1 of this Article, the arbitration shall be continued by the panel of arbitrators, unless the Parties agree otherwise.

8. If the case is considered by a panel of arbitrators, the authority to conduct certain procedural actions may be delegated by the Arbitral Tribunal to the presiding arbitrator.

### **Article 17. Multi-party Appointment of the Arbitral Tribunal**

1. When constituting the panel of arbitrators, the co-claimants (co-respondents) may jointly designate an arbitrator in accordance with Article 16 of the Arbitration Rules. If the co-claimants or co-respondents fail to designate an arbitrator within the specified time limit, the Arbitral Tribunal shall be appointed entirely by the Board no later than 30 days following the date on which the time limit for the respective designation expired.

2. In other cases of the multi-party arbitration, the Arbitral Tribunal shall be appointed entirely by the Board no later than 30 days following the date of notice on the commencement of arbitration. The number of arbitrators shall be determined in accordance with Paragraph 1 of Article 15 and Paragraph 1 of Article 16 of the Arbitration Rules.

3. The Parties may agree on a different procedure for the constitution of the Arbitral Tribunal. If the Arbitral Tribunal cannot be constituted in accordance with the procedure agreed by the Parties, for the purposes of constitution of the Arbitral Tribunal the provisions of this Article shall apply, as well as the provisions of Articles 15 and 16 of the Arbitration Rules *mutatis mutandis*.

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

1. The arbitrator's mandate terminates at the time of the issuance of the award or the order for termination of arbitration (except in cases provided for in Article 16 of the Rules on Arbitration Fees and Arbitration Costs).

2. The arbitrator's mandate may also be terminated:

1) by resignation;

2) by agreement of the Parties;

3) by the Board in the cases specified in Articles 19 and 20 of the Arbitration Rules;

4) in other cases envisaged by the Arbitration Rules and the applicable law.

3. After the arbitral award is rendered, the arbitrator's mandate can be renewed for the purposes of correcting mistakes, giving interpretations, rendering additional arbitral award or resuming arbitration in the cases specified by the Arbitration Rules and the applicable law. In case of renewal, the arbitrator's mandate shall terminate after the performance of functions for the exercise of which the mandate was renewed.

4. If the arbitrator's mandate is terminated, the Board may decide on the amount of remuneration and/or compensation of the costs of such arbitrator.

### **Article 19. Challenge of Arbitrators**

1. An arbitrator may be challenged only if there are circumstances that give rise to any justifiable doubts as to the arbitrator's impartiality or independence, or if the arbitrator does not meet other requirements set out in the arbitration agreement, the Arbitration Rules or the applicable law.

2. A Party is entitled to challenge an arbitrator within 15 days after it became aware or should have become aware of his/her designation or appointment. If a Party becomes aware of the circumstances indicated in Paragraph 1 of this Article after the arbitrator was appointed or designated, the Party is entitled to challenge the arbitrator within 15 days following the date of becoming aware of such circumstances.

3. If the Party does not challenge the arbitrator within the time limit indicated in Paragraph 2 of this Article, the Party is deemed to have waived its right to challenge the arbitrator on the basis of the respective circumstances.

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

5. The challenged arbitrator may resign or submit a written declaration with respect to the challenge within 7 days from the date of receipt of the challenge. The arbitrator may also resign on his/her own initiative even if not challenged. The resignation does not mean that the arbitrator confirms the arguments expressed in the challenge or his/her lack of impartiality or independence.

6. The other Party may consent to the challenge of the arbitrator or submit a written statement with respect to the challenge within 7 days from the date of receipt of 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 20 days from the date of receipt of the challenge by the RAC. The Board issues an order upon consideration of the challenge.

9. If the challenge of the Arbitral Tribunal is dismissed, 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.

#### **Article 20. Termination of the Arbitrator's Mandate Due to Inability to Participate in the Dispute Resolution**

The arbitrator's mandate may also be terminated at the request of the Party if the arbitrator is *de jure* or *de facto* unable to participate in the dispute resolution or fails to participate in resolving the dispute with an undue delay. Consideration of the request shall be conducted in accordance with the procedure established by Paragraphs 5-9 of Article 19 of the Arbitration Rules.

#### **Article 21. Replacement of an Arbitrator**

1. If the arbitrator's mandate is terminated before the arbitration is completed, a new arbitrator shall be designated or appointed in the manner applicable to the designation 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 22. Principles of Arbitration**

1. Arbitration is conducted based on the principles of independence and impartiality of arbitrators, discretion, adversarial proceedings and equal treatment of the Parties.

2. The Parties and their representatives shall exercise their procedural rights in good faith and without abuse.

3. If the arbitration agreement, the Arbitration Rules and the applicable law do not regulate certain issues of conduct of arbitration, the Arbitral Tribunal shall conduct arbitration as it deems appropriate based on the principles of arbitration.

### **Article 23. Seat of Arbitration and Venue of Oral Hearings**

1. The Parties may at their own 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 own 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 agreed otherwise, the oral hearings shall be held in the premises of the RAC or in another venue determined by the Arbitral Tribunal. If holding of oral hearings in another venue would imply additional costs, such venue shall be agreed with the Parties.

4. The Parties bear in equal shares all additional costs, arising in connection with the conduct of oral hearings in another venue agreed by the Parties.

5. Regardless of the venue of oral hearings, any arbitral award or other document of the Arbitral Tribunal shall be considered as rendered at the seat of arbitration.

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

### **Article 24. The Law Applicable to the Merits of Dispute**

1. For arbitration of domestic disputes, the Arbitral Tribunal shall decide the dispute in accordance with the Russian law. If Russian law entitles 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. Absent the Parties' agreement on 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 arbitration of international commercial disputes, the Arbitral Tribunal shall decide the dispute in accordance with the law chosen by the Parties as applicable to the merits of the dispute. Absent the Parties' agreement on applicable law, the Arbitral Tribunal shall apply the law determined in accordance with the choice of law rules it deems applicable.

3. Any designation 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 any case, the Arbitral Tribunal shall render arbitral award in accordance with the terms of the contract and taking into account the applicable customary rules.

### **Article 25. 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 hearings shall be held in a closed session.

2. The confidentiality of arbitration shall cover:

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

3. The confidentiality of arbitration shall not cover the information about arbitration if it is publicly available.

4. The arbitrators, candidate arbitrators, Parties and their representatives, experts, interpreters, witnesses, the Institute and the RAC (including the members of their bodies), personnel of the Institute shall not disclose the information about arbitration without the consent of all Parties.

5. The confidentiality regime shall not be considered violated by:

- 1) publication of an arbitral award and (or) an order with the consent of all Parties and the Arbitral Tribunal;
- 2) publication of an arbitral award and (or) an order without information on the Parties, Arbitral Tribunal and other information allowing to identify specific dispute;
- 3) disclosure of the information about arbitration by a Party due to the application to a court;
- 4) publication and/or disclosure of information about arbitration in circumstances and to the extent permitted by the applicable law or the Arbitration Rules.

### **Article 26. Language of Arbitration**

1. The Parties may agree upon any language or languages to be used in the arbitration.

2. Absent such an agreement, the arbitration of domestic disputes shall be conducted in Russian, while arbitration of international commercial disputes shall be conducted in the language(s) determined by the Arbitral Tribunal after consulting with the Parties.

3. Regardless of the language of arbitration agreed upon by the Parties, the RAC administers arbitration in Russian and (or) in English language at its discretion.

#### **Article 27. Duration of Arbitration**

1. The Arbitral Tribunal shall ensure that the arbitral award is rendered within a reasonable period of time, but no later than:

1) 140 days from the date of the Arbitral Tribunal's constitution for arbitration of domestic disputes;

2) 180 days from the date of the Arbitral Tribunal's constitution for arbitration of international commercial disputes;

3) 70 days from the date of the Arbitral Tribunal's constitution for arbitration of domestic disputes within the expedited arbitration procedure;

4) 90 days from the date of the Arbitral Tribunal's constitution for arbitration of international commercial disputes within the expedited procedure of arbitration;

5) 180 days from the date of the Arbitral Tribunal's constitution for arbitration of Corporate Disputes.

2. Upon a well-founded request of the Arbitral Tribunal, the Board may extend the time limits set forth in Paragraph 1 of this Article, but no longer than for 30 days.

#### **Article 28. Procedural Schedule**

1. After the constitution of the Arbitral Tribunal, the Parties and the Arbitral Tribunal shall agree upon a Procedural Schedule by any available and suitable means (including by way of holding preliminary oral hearings).

2. If the Parties and the Arbitral Tribunal are unable to agree on the Procedural Schedule, it is determined unilaterally by the Arbitral Tribunal within 30 days from the date of the reference of case files to the Arbitral Tribunal.

3. The Arbitral Tribunal may revise the Procedural Schedule at its discretion, taking into account general principles of adversarial proceedings and equal treatment of the Parties.

4. The Arbitral Tribunal may decide to hold preliminary oral hearings to consider procedural issues or – upon the reasoned request of one of the Parties or by the request of both Parties – certain issues related to the substance of the dispute.

5. Documents shall not be filed after the expiration of time limit prescribed by the Procedural Schedule. For good cause, the Arbitral Tribunal may allow the submission of the documents after the specified time limit.

6. If either of the Parties fails to exercise the right to file any document as prescribed by the Procedural Schedule, the Arbitral Tribunal may continue considering the dispute and render an arbitral award based on the available documents and evidence.

## **Article 29. Amending or Supplementing Claims or Responses**

1. In the course of arbitration, the Parties may amend or supplement their claims and objections, as well as present additional evidence within the time limits prescribed by the Procedural Schedule.

2. The Arbitral Tribunal may refuse to accept the amended or supplemented claims or objections as well as any additional evidence filed outside the time limits prescribed by the Procedural Schedule. The Arbitral Tribunal may exercise this right in any other cases if it believes that the amendments or additions were made with undue delay or were aimed at disrupting the arbitration.

3. The Arbitral Tribunal accepts an increase in the value of the claim only if the Party pays the difference of the arbitration fee.

4. Decrease in the value of the claims does not entail the alteration of the arbitration fee.

## **Article 30. Acknowledgement of Claims and Withdrawal of Claims**

1. The Respondent may acknowledge claims fully or partially at any stage of arbitration.

2. The Claimant may withdraw claims fully or partially at any stage of arbitration, unless the Respondent advances reasoned objections against the termination of the arbitration due to the legitimate interest in having the dispute resolved on the merits. The grounds for the decrease of the arbitration fee due to the withdrawal of claims are established in Article 8 of the Rules on Arbitration Fees and Arbitration Costs.

3. The Arbitral Tribunal accepts the withdrawal of the claims only if the Claimant pays all procedural costs and costs of the Arbitral Tribunal incurred in connection with the consideration of these claims.

4. Withdrawal of the claims shall not prevent the Party to file an identical claim in a separate arbitration. In this event, any evidence or any facts established in the terminated arbitration shall have no preclusive effect for the purposes of the new arbitration.

## **Article 31. Multiple Claims**

1. The Claimant may advance several claims covered by different arbitration agreements, 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 substantial provisions.

2. The Executive Administrator decides on the consolidation of claims within 7 days from the date of receipt by the RAC of the Request, containing such claims. The Parties are notified of the commencement of arbitration after the Executive Administrator decides on admissibility of consolidation.

3. The Board decides on the consolidation of claims if:

- a. reasonable doubts exist as for compatibility of arbitration agreements; or
- b. the parties to the arbitration agreements are not identical, but the claims arise from interconnected obligations; or



c. the Respondent has objected the consolidation of claims prior to the notice on constitution of the Arbitral Tribunal.

4. The Board decides on the consolidation of claims within 14 days from the date of the request of the Executive Administrator.

5. Until the decision on consolidation is rendered, all the time limits stipulated by the Arbitration Rules are suspended.

6. For the purposes of this Article, the arbitration fee shall be calculated based on the aggregate amount of all consolidated claims.

### **Article 32. Consolidation of Arbitration Proceedings**

1. The Board consolidates two or more commenced arbitrations administered by the RAC if all Parties to these arbitrations agree to such consolidation.

2. The Board may also consolidate two or more commenced arbitrations administered by the RAC upon the request of either Party, provided any of the following conditions is met:

- 1) the arbitrations are based on the same arbitration agreement;
- 2) the arbitrations 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 substantial provisions; and
  - a) the Parties in arbitrations are identical; or
  - b) the Parties in arbitrations are not identical, but the disputes arise from the interconnected obligations.

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

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

- 1) all the Parties in arbitrations have agreed upon the Arbitral Tribunal for the resolution of the dispute;
- 2) the Arbitral Tribunal agreed upon by the Parties consented to resolve the consolidated dispute;
- 3) all the Parties in arbitrations 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 agreed otherwise, in case of consolidation of arbitrations if the Arbitral Tribunals were not constituted, the arbitration commenced earlier shall proceed. The arbitration commenced later shall terminate.

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

7. Unless the Parties agreed otherwise, in case of consolidation of arbitrations with identical Arbitral Tribunals, the arbitration commenced earlier shall proceed. The arbitration commenced later shall be terminated.

8. In case of consolidation of arbitrations in accordance with Paragraph 1 of this Article, the arbitration agreed upon by all the Parties in arbitrations shall proceed.

### **Article 33. Representation of Parties**

1. The Parties may present their cases in the arbitration administered by the RAC directly or through duly authorised representatives appointed by the Parties at their discretion.

2. The Party shall immediately notify the Arbitral Tribunal, the Administrative Office and the other Party about the new representative.

3. 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 in arbitration.

4. The representative's powers 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.

5. A representative is entitled to perform all procedural actions on behalf of the represented Party, unless the power of attorney or other document evidencing the representative's authority provides otherwise.

### **Article 34. Multi-party Arbitration**

1. Co-claimants may commence arbitration by way of joint submission of a Request. Unless co-claimants agreed otherwise, the arbitration fee shall be paid by all co-claimants in equal shares. If the claims of co-claimants are covered by different arbitration agreements, Article 31 of the Arbitration Rules shall apply.

2. Co-respondents may be joined to the proceedings at the stage of submission of a Request at the discretion of the Claimant. If the claims to the co-respondents are covered by different arbitration agreements, Article 31 of the Arbitration Rules shall apply.

3. Any person that is not a Party may join the arbitration as an additional party at its own discretion or upon the request of either Party provided any of the following conditions is met:

1) all Parties have consented to the joinder of an additional party;

2) a person or entity joining arbitration as an additional party is a party to the arbitration agreement;

3) the claims of the Claimant and claims (objections) of the additional party are covered by arbitration agreements that are compatible and arise from interconnected obligations.

4. Additional parties have procedural rights of the Parties, including to act on the side of the Claimant or the Respondent, to file own claims, to response to the claims, to make statements, to provide explanations to the Arbitral Tribunal orally and in writing, to advance arguments related to the arbitration. Additional parties accept the state and conduct of the arbitration as at the moment of such joinder.

5. If due to the joinder of an additional party new claims arise, the provisions of Article 9 shall apply to these claims *mutatis mutandis*. The requirement for payment of the registration fee does not apply.

6. The decision on admissibility of joinder of an additional party is made by the Arbitral Tribunal, or prior the constitution of the Arbitral Tribunal – by the Board, within 14 days from the receipt of the respective request. The decision is made taking into account the circumstances of the dispute, including the risks of undue delay.

7. Co-claimants, co-respondents, additional parties that were joined to arbitration 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 17 of the Arbitration Rules.

8. The special rules for joining participants of a Legal Entity in case of arbitration of Corporate Disputes are set forth in Article 67 of the Arbitration Rules.

#### **Article 35. Production of Evidence**

1. The Party shall prove the circumstances on which it relies to support its claims or objections. The Arbitral Tribunal, if it considers the evidence presented to be insufficient, may suggest the Parties to present additional evidence. The Arbitral Tribunal shall set an appropriate time limit for the submission of additional evidence.

2. If evidence is submitted in copies, the Arbitral Tribunal may require submission of originals of the relevant evidence.

3. The arbitrators shall assess the evidence at their own discretion.

4. A failure of a Party to submit appropriate evidence, in particular, failure to submit it within the time limit prescribed by the Arbitral Tribunal, shall not prevent the Arbitral Tribunal from conducting the arbitration and rendering an arbitral award based on the presented evidence.

#### **Article 36. Assistance of Courts in Obtaining the Evidence**

If provided by the law of the seat of arbitration, 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 applicable law.

#### **Article 37. Oral Hearings and Written Proceedings**

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

2. The Arbitral Tribunal issues an order to conduct the arbitration based on

the submitted documents if the Parties expressly agreed not to hold oral hearings.

3. The Arbitral Tribunal issues an order to hold oral hearings if:

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

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

5. The Parties shall be notified of the date, time, and venue of oral hearings at least 14 days in advance of the oral hearings. This provision does not apply if the date, time, and venue of the oral hearings were agreed upon between the Parties and the Arbitral Tribunal.

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

7. The Arbitral Tribunal may determine that the oral hearings shall be conducted *via* videoconferencing taking into consideration the circumstances of the case.

#### **Article 38. Assistants to the Arbitral Tribunal**

1. After constitution of the Arbitral Tribunal, the Executive Administrator upon the request of the Arbitral Tribunal appoints assistant to the Arbitral Tribunal from the employees of the Administrative Office.

2. The Executive Administrator shall notify the Parties and the Arbitral Tribunal of the appointment of the assistant to the Arbitral Tribunal in writing. The notice shall be accompanied by the biographic information about the assistant.

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

- 1) to assist the Arbitral Tribunal with preparing the case for hearings;
- 2) to keep the record of the oral hearings;
- 3) to participate in compiling the case files;

4) to review clerical errors in the drafts of the arbitral awards and (or) orders of the Arbitral Tribunal, such review shall not entail the resolution of the dispute on merits;

5) to perform other functions upon the Arbitral Tribunal's instructions in accordance with the Arbitration Rules, to the extent such functions are unrelated to resolving the dispute or to rendering arbitral award on the merits.

4. The Arbitral Tribunal taking into account the positions of the Parties may invite an external assistant to the arbitral tribunal to perform certain assignments of the Arbitral Tribunal, if they are unrelated to the resolution of the dispute on merits or to administration of arbitration. In case of involvement of an external assistant, the Arbitral

Tribunal without undue delay notifies the Parties about it and discloses the information about such assistant to the RAC.

5. While exercising their functions, the assistants and external assistants shall remain impartial and independent. Upon the appointment, the assistants and external assistants sign the declaration of independence and provide relevant biographical information.

6. The Party may challenge the assistant or the external assistant if there are justifiable doubts as regards his/her impartiality or independence. The challenge of the assistant shall be considered and decided by the Board in accordance with Article 19 of the Arbitration Rules providing for the procedure of challenging an arbitrator.

7. If assistant to the Arbitral Tribunal was not appointed by the Executive Administrator, the review of clerical errors in the drafts of the arbitral awards or orders of the Arbitral Tribunal terminating arbitration, is conducted by the Administrative Office of the RAC. In any event, the review shall not entail the resolution of the dispute on merits.

#### **Article 39. Record of Oral Hearings**

1. The oral hearings shall be recorded in audio and in writing.

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

3. A Party is entitled to receive a copy of the record certified by the RAC as well as the audio recording of the oral hearing upon the request.

4. At the request of a Party, the record may be amended or supplemented by an order of the Arbitral Tribunal, if the Arbitral Tribunal considers the request justified.

#### **Article 40. Postponement of Oral Hearings**

1. Oral hearings may be postponed if necessary, upon the initiative of the Parties or the Arbitral Tribunal.

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, in order to present additional evidence or to perform other procedural actions.

#### **Article 41. Suspension of Arbitration**

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

2. The Arbitral Tribunal in any event 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 the events or circumstances underlying the suspension.

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

5. The Arbitral Tribunal issues an order for the suspension or resumption of the arbitration.

6. If the arbitration is suspended, the time limits set forth by the Arbitration Rules shall stop running. The time limits shall resume after the arbitration resumes, unless the Arbitral Tribunal establishes other time limits in the new Procedural Schedule, taking into account the circumstances or events underlying the suspension of the arbitration.

#### **Article 42. Experts**

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

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

3. If the Parties have not agreed on the nominated expert, the Arbitral Tribunal shall independently search for a candidate, obtain his/her consent and appoint the expert, including based on his/her specialisation and availability.

4. Only a person who is impartial and independent of the Parties may be appointed as an expert. The expert may be challenged if there are justifiable doubts as regards the expert's impartiality or independence. The Arbitral Tribunal shall consider challenges of experts pursuant to the procedure determined 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 issues an order for the expert's appointment accompanied by the questions to be answered as well as other information that may be indicated, for instance, the period for the expert's examination, 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 examination.

8. The expert's opinion shall be submitted in writing within the time limit established by the Arbitral Tribunal.

9. The Arbitral Tribunal upon its own initiative or a Party's request may require the expert to participate in oral hearings after the submission of his/her opinion. In the course of the oral hearings, the Parties may ask the expert questions related to his/her examination and the submitted opinion.

10. Unless the Parties agreed 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 43. Witnesses**

1. The Arbitral Tribunal may require that any Party file a separate written notice containing information on the identity of each witness it intends to call, the subject matter of the witnesses' testimony and its importance and relevance to the merits of the

dispute.

2. Witness testimony may be submitted by any Party as a written statement. On the initiative of any Party, the Arbitral Tribunal may require that the witness, whose statement was provided earlier in writing, presents testimony in an oral hearing.

3. The witness may be questioned by any Party and the Arbitral Tribunal with respect to the subject matter of the dispute if the witness's answers are relevant to the arbitration. The Arbitral Tribunal may dismiss certain questions posed to the witness.

## **CHAPTER 5. INTERIM MEASURES**

### **Article 44. Interim Measures**

1. Unless the Parties agreed otherwise, the Arbitral Tribunal may upon the request of any Party issue an order for interim measures it deems appropriate.

2. Interim measures are aimed, in particular, at:

1) maintaining or restoring financial status of a Party during the course of arbitration;

2) preventing the actions that may cause significant harm to an arbitration or a Party;

3) securing assets out of which an arbitral award may be executed;

4) preserving the evidence.

3. Interim measures shall be commensurate with the value of the claim.

### **Article 45. Application for Interim Measures**

The application for interim measures may be filed at any stage of the arbitration prior to the rendering of the arbitral award.

### **Article 46. Procedure for Granting, Amending and Annulment of Interim Measures**

1. The application for interim measures shall be considered by the Arbitral Tribunal at the earliest opportunity.

2. 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 granting of interim measures.

3. The Arbitral Tribunal may request in its order to grant interim measures that any of the Parties provides appropriate security in view of the interim measures granted.

4. The Arbitral Tribunal may upon its own initiative or the request of any Party amend or annul the order to grant interim measures, 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 granted.

5. The order to grant interim measures is binding on the Parties.

### **Article 47. Emergency Interim Measures**

1. Unless the Parties agreed otherwise, upon the request of any Party interim measures may be granted prior to the constitution of the Arbitral Tribunal (emergency

interim measures).

2. The request for granting emergency interim measures shall contain:

- 1) a brief description of the subject matter of the dispute;
- 2) indication of the requested emergency interim measures and justification for granting such measures;
- 3) indication of the reasons making it impossible to postpone the consideration of the request for interim measures until the constitution of the Arbitral Tribunal.

3. The request for granting emergency interim measures shall be accompanied by the following documents:

- 1) a copy of the arbitration agreement;
- 2) documents confirming the dispatch of the request as well as the exhibits attached to it (postal receipt and list of attachments); in the case of sending by e-mail, the proper confirmation of such dispatch shall be the indication as a recipient, in addition to the Respondent, of the RAC e-mail address [admin@centerarbitr.ru](mailto:admin@centerarbitr.ru);
- 3) a document confirming the payment of the special administrative fee for the consideration of the request for granting emergency interim measures as provided by Subparagraph 9 of Paragraph 2 of Article 1 of the Rules on Arbitration Fees and Arbitration Costs;
- 4) copies of documents confirming the powers of the signatory of the request.

4. The request is not considered by the RAC if it does not comply with the requirements, established by Paragraphs 2 and 3 of this Article.

#### **Article 48. Emergency Arbitrator**

1. Request for granting emergency interim measures is considered by an emergency arbitrator.

2. The emergency arbitrator is appointed jointly by the President of the Board and the Presidents of the Subcommittees within the day following the date of the receipt of the request for granting emergency interim measures. This time limit may be extended by the President of the Board but no more than for one day.

3. The emergency arbitrator shall be impartial and independent. Provisions of Articles 18-21 of the Arbitration Rules apply with the following exceptions:

- 1) a Party is entitled to challenge an arbitrator within one day, following the date of becoming aware of circumstances that give rise to any justifiable doubts as to the Emergency Arbitrator's impartiality or independence;
- 2) the other Party may submit the written statement with respect to the challenge within the day following the date of the receipt of the challenge;
- 3) the challenge or application for the termination of emergency arbitrator's mandate are considered jointly by the President of the Board and the Presidents of the Subcommittees within two days following the receipt of the respective request;



4) replacement of the emergency arbitrator is conducted in accordance with Paragraph 2 of this Article.

4. The emergency arbitrator considers the request for granting emergency interim measures at the earliest opportunity, but not later than within 5 days from the referral of such request to the emergency arbitrator.

5. Provisions of this Chapter apply to emergency interim measures *mutatis mutandis*.

6. The Arbitral Tribunal is not bound by the conclusions of the emergency arbitrator contained in the order to grant or refuse to grant emergency interim measures.

7. The order granting emergency interim measures remains in force after the constitution of the Arbitral Tribunal. The Arbitral Tribunal upon its own initiative or upon the request of either Party may confirm granted emergency interim measures (for the purposes of application of Paragraphs 2 and 5 of Article 49 of the Arbitration Rules).

#### **Article 49. Enforcement of the Order Granting Interim Measures**

1. The order granting interim measures or emergency interim measures shall be complied with by the Parties immediately after the receipt of such an order.

2. If the claims are satisfied, the interim measures and emergency interim measures, confirmed by the Arbitral Tribunal in accordance with Paragraph 7 of Article 48 of the Arbitration Rules, shall remain effective until the arbitral award will be *de facto* enforced.

3. If the claims are not satisfied or arbitration is terminated, or if the Arbitral Tribunal issues an order annulling the interim measures (emergency interim measures), the interim measures shall terminate from the moment the respective award or order is issued.

4. The damages inflicted to a Party as a result of the non-compliance with the interim measures (emergency interim measures) may be recovered from the breaching Party. The Arbitral Tribunal considers the recovery of such damages in an arbitral award.

5. A Party may apply to the Arbitral Tribunal with an additional claim for awarding a monetary amount for non-compliance with the interim measures or emergency interim measures, confirmed by the Arbitral Tribunal in accordance with Paragraph 7 of Article 48 of the Arbitration Rules, if such opportunity is provided by the Parties' agreement. Consideration of this additional claim will not entail the increase of the Arbitration Fee.

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

#### **Article 50. Form of an Arbitral Award**

1. An arbitral award shall be made in writing and shall be signed by a sole arbitrator or a panel of arbitrators.

2. Unless the Parties agreed otherwise, if a dispute is considered by a panel of arbitrators, an arbitral award may be rendered and signed by the majority of the arbitrators.

3. The arbitrator who disagrees with the arbitral award may refuse to sign the award and deliver his/her dissenting opinion in writing. The dissenting opinion shall be

attached to the arbitral award.

4. Originals of an arbitral award signed by the arbitrators shall be authenticated with the seal of the RIMA and the signature of the Executive Administrator.

#### **Article 51. Contents and Binding Force of an Arbitral Award**

1. An arbitral award shall contain the motives it is based on and shall indicate the date of an arbitral award and the seat of arbitration. The date of an arbitral award is deemed to be the date of its signature by the sole arbitrator or of the last signature of an arbitral award by all arbitrators in the panel.

2. An arbitral award shall be binding upon the Parties from the date of its rendering and shall be complied with immediately, unless otherwise specified in the arbitral award.

3. The Parties may agree that arbitral award shall be final and shall not be subject to annulment, if such an opportunity is provided by the law of the seat of arbitration.

#### **Article 52. Arbitral Award on Agreed Terms**

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 renders 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 50 and 51 of the Arbitration Rules and shall be enforced in the same manner as any other arbitral award.

3. Mediated 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.

#### **Article 53. Correction and Interpretation of the Arbitral Award**

1. Within 30 days following the date of receipt of the arbitral award:

1) a Party may, subject to notifying the other Party, request the Arbitral Tribunal to 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 the Arbitral Tribunal to provide an interpretation of a specific paragraph or part of the arbitral award.

2. The Arbitral Tribunal shall make the corrections or provide the interpretation within 30 days following the date of receipt of the request, if it considers the request to be justified. 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 30 days following the date of rendering of the arbitral award.

#### **Article 54. 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 course of arbitration which were not reflected in the arbitral award. The request may be filed within 30 days following the date of receipt of the arbitral award. If the Arbitral Tribunal considers the request justified, the Arbitral Tribunal shall render an additional award within 60 days following the date of receipt of the request.

2. The Arbitral Tribunal may, if necessary, hold oral hearings in accordance with Article 37 of the Arbitration Rules.

3. The Arbitral Tribunal renders an additional award based on the facts established earlier in the course of arbitration and may not accept new evidence.

4. An additional award shall be rendered subject to the requirements set forth in Articles 50 and 51 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 55. Termination of Arbitration**

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

2. The arbitration shall terminate without an arbitral award being rendered in the following cases:

1) the Claimant waived its claims and the waiver was accepted by the Arbitral Tribunal pursuant to Article 30 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 of arbitration has become unnecessary or impossible, including if:

a) there is a judgment of a court or an arbitral award in the dispute between the Parties on the same subject matter and grounds that has already entered into force;

b) the Arbitral Tribunal issued an order on the lack of jurisdiction to resolve the dispute brought before it;

c) a legal entity acting as a Party is liquidated;

d) an individual entrepreneur or a private individual acting as a Party dies or is declared deceased or missing;

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

f) arbitrations are consolidated;

g) there has been initially no dispute between the Parties or the Parties resolved the dispute by means of settlement (mediated) agreement.

3. Unless the Arbitration Rules provide otherwise, an order to terminate the arbitration shall be rendered by the Arbitral Tribunal, and prior to constitution of the Arbitral Tribunal – by the Board.

4. The termination of arbitration due to the reasons listed in Subparagraphs 1-2 and Subparagraphs d), e) of Subparagraph 3 of Paragraph 2 of this Article shall not prevent the Parties from filing the identical claims with the RAC again. In this event,

arbitration shall commence from the outset 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 preclusive effect for the purposes of the new arbitration.

5. An order to terminate the arbitration shall not be rendered and the arbitration fee shall not be decreased if the arbitration is terminated only with regard to certain claims.

#### **Article 56. Storage 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 stored at the RAC for 10 years following the date of termination of arbitration.

2. At the request of a competent court, the RAC shall provide the court with the arbitral award, order to terminate the arbitration and case files within the time limit established in the request.

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

#### **Article 57. General Provisions on Expedited Arbitration**

1. Expedited arbitration is conducted in a shortened period of time with a limited number of exchanges of procedural documents by the Parties (expedited arbitration).

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. At any stage of the arbitration, the Parties may agree to continue resolving their dispute under the rules on standard arbitration procedure.

4. The Board is entitled to decide that a dispute should be further resolved in accordance with the standard arbitration procedure at any stage of the arbitration upon the Party's reasoned request, taking into account the opinion of the Arbitral Tribunal and other Parties as well as the circumstances of the specific dispute.

#### **Article 58. Grounds for Application of Expedited Arbitration Procedure**

1. Expedited arbitration applies if the Parties expressly agreed not to hold oral hearings or to hold oral hearings as an exception in accordance with the provisions of this Chapter, and at the same time they:

1) referred to application of the expedited arbitration procedure in the arbitration agreement; or

2) agreed on application of the expedited arbitration procedure no later than 7 days following the notice on the commencement of arbitration.

2. For the purposes of Paragraph 1.2 of this Article, all the subsequent time limits for the RAC and the Arbitral Tribunal shall be calculated starting from the date of receipt by the RAC of the agreement on application of the expedited arbitration procedure.

3. For international commercial arbitration, no express agreement to refuse to hold oral hearings is required for the application of the expedited arbitration procedure.

### **Article 59. 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 9 of the Arbitration Rules subject to the special provisions of this Article. For this purpose, filing of the Request is not envisaged.

2. For commencement of the expedited arbitration, the arbitration fee shall be paid in full. The amount of the arbitration fee shall be calculated in accordance with the Rules on Arbitration Fees and Arbitration Costs.

### **Article 60. Constitution of the Arbitral Tribunal in Expedited Arbitration**

1. Unless the arbitration agreement provides otherwise, disputes shall be resolved by a sole arbitrator in expedited arbitration. Unless the Parties have agreed upon the candidacy of the sole arbitrator or the procedure for their designation in the arbitration agreement, the arbitrator shall be appointed by the Board within 14 days following the date of commencement of the expedited arbitration.

2. The Parties may challenge an arbitrator in expedited arbitration in accordance with Article 19 of the Arbitration Rules within 5 days following the date of becoming aware of the arbitrator's appointment or within 5 days following the date of becoming aware of the circumstances specified in Paragraph 1 of Article 19 of the Arbitration Rules. In this event, the arbitrator shall either resign or submit a written declaration with respect to the challenge to the Party within 5 days following the date of becoming aware of the challenge.

3. Under the expedited arbitration procedure, the challenge shall be considered by the Board within 20 days following the date of receipt of the challenge by the RAC.

4. Under the expedited arbitration, a new arbitrator shall be appointed in accordance with Paragraph 1 of this Article.

### **Article 61. Conduct of Expedited Arbitration**

1. 1. The Arbitral Tribunal shall decide upon the Procedural Schedule taking into account the circumstances of the specific dispute and the substance of the expedited arbitration.

2. In exceptional circumstances, the Arbitral Tribunal and upon the Party's request may decide to hold oral hearings, unless the Parties expressly agreed to opt-out the right to hold oral hearings.

## **CHAPTER 8. RULES ON ARBITRATION OF CORPORATE DISPUTES**

### **Article 62. General Provisions on the Rules on Arbitration of Corporate Disputes**

1. Chapter 8 of the Arbitration Rules shall apply to arbitration of the 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 shareholders, partners, founders, members of the Legal Entity (hereinafter, the “**Participants**”) and the Legal Entity itself, if pursuant to the applicable law the arbitration of such disputes shall be conducted in accordance with the special rules on arbitration of corporate disputes (hereinafter, the “**Corporate Disputes**”).

2. Parties to an arbitration of a Corporate Dispute are the Parties, 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**”).

3. 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.

### **Article 63. Arbitration Agreement with Respect to Corporate Disputes**

1. Corporate Disputes may be referred to arbitration administered by the RAC subject to an arbitration agreement concluded:

1) by a Legal Entity, all Participants thereof and other parties acting as Claimants and Respondents in the aforesaid disputes; or

2) by the Parties, if legislation effective as of the date of commencement of arbitration does not require execution of an arbitration agreement between all persons listed in Subparagraph 1 of this Paragraph with respect to this category of Corporate Disputes.

2. 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 in accordance with the procedure provided for in applicable law.

3. Unless such an arbitration agreement provides otherwise, it shall also cover and bind the sole executive bodies and members of collective bodies of the Legal Entity.

### **Article 64. Commencement of Arbitration of a Corporate Dispute**

3. In order to commence arbitration of a Corporate Dispute, the Claimant shall file a Claim. For this purpose, filing of the Request is not envisaged.

4. Apart from the information listed in Articles 9 and 11 of the Arbitration Rules, the Claim in a Corporate Dispute shall also contain and be accompanied with the following:

1) the name and contact details of the Legal Entity, as well as (if any) the same

information with respect to the Legal Entity's authorised representatives;

2) the name and contact details of other parties to the arbitration agreement, as well as (if any) the same information with respect to the authorised representatives of such parties;

3) the name and contact details of the keeper of the register of holders of securities, if the Legal Entity is a joint-stock company;

4) the extract from the Unified State Register of Legal Entities with respect to the Legal Entity, certified by the tax authority or the Claimant (its authorised representative) obtained at least 10 days in advance of the date of filing of the Claim;

5) the 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;

6) the 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).

5. In case the Claim does not meet any of the requirements set forth in Paragraph 2 of this Article, the Claim is to be suspended.

#### **Article 65. Commencement of Arbitration by a Participant on behalf of the Legal Entity**

1. Where in accordance with the applicable law 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, such Participant 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 67 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 an additional 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 and the Legal Entity itself discuss the possibility of joint appointment of a representative of the Legal Entity to act on behalf of them.

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 66. Notifications and Information on the Commencement of Arbitration of a Corporate Dispute**

1. Within three days from the receipt of the Claim satisfying all requirements set forth by the Arbitration Rules, the RAC 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, as well as 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) the full name, Primary State Registration Number and/or Taxpayer's Identification Number of the Legal Entity;
- 4) the case number and the statement of the right of Participants to join the arbitration of the Corporate Dispute.

2. If the claims are amended or supplemented in the course of arbitration, the RAC at the request of the Arbitral Tribunal may amend the information on the Corporate Dispute published earlier in accordance with Paragraph 1 of this Article.

3. Within three 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 a notification of the Corporate Dispute, enclosing a copy of the Claim with exhibits 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.

4. Unless the arbitration agreement provides otherwise, the documents shall be sent by the Legal Entity in accordance with Paragraph 3 of this Article by way of personal delivery with confirmation of receipt, by a courier service, by registered mail or by any other means involving the record of the attempt to deliver the documents.

5. 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 generally used by the Legal Entity for disclosure.

6. No later than 10 days from the receipt of the Claim filed in accordance with Paragraph 1 of this Article, the Legal Entity shall submit to the RAC the documents



confirming the dispatch of the documents in accordance with Paragraph 3 of this Article. Compliance by the Legal Entity with such an obligation, as well as the consequences of non-compliance or improper compliance with it shall be assessed by the Arbitral Tribunal.

#### **Article 67. Joining a Corporate Dispute**

1. Each Participant may join the arbitration of the Corporate Dispute by way of filing with the RAC an application to join arbitration (hereinafter, the “**Application to Join**”) 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 65 of the Arbitration Rules;

2) a co-claimant;

3) an additional party in accordance with the procedure set forth in Paragraph 3 of Article 34 of the Arbitration Rules.

2. 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 an additional party. The status under which a Participant has joined the arbitration of a Corporate Dispute may be altered by the Arbitral Tribunal on its application.

3. An Application to Join shall contain and be accompanied with the following information:

1) the name and contact details of the Participant;

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

3) the status in which the Participant joins 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 documents confirming the status of the Participant (where such documents are absent, the Participant shall substantiate the right to file the Application to Join;

6) the copy of the arbitration agreement the Participant is party to (if such an arbitration agreement has not been filed earlier in the arbitration of a Corporate Dispute in question);

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

8) evidence 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 (postal receipt and list of attachments); in the case of sending by e-mail, the proper confirmation of such dispatch shall be the indication as a recipient, in addition to the Respondent, of the RAC e-mail address [admin@centerarbitr.ru](mailto:admin@centerarbitr.ru)).

4. The Application to Join may be filed with the RAC 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 30 days following the publication of the information specified in Paragraph 1 of Article 66 of the Arbitration Rules in the special section of the publicly accessible part of the official website of the RAC. The Participants that filed Applications to Join upon the expiry of the time limit 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 that joined the arbitration of a Corporate Dispute shall be deemed to have joined from the date of receipt by the RAC 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. 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.

6. The decision to join a Participant to a Corporate Dispute shall be made by the Arbitral Tribunal, and before the Arbitral Tribunal is constituted – by the Executive Administrator no later than 7 days from the receipt of the Application to Join. In case of doubt that the applicant has the status of Participant, the decision to join such an applicant shall be made by the Board.

7. The Parties shall be notified of the joining of the Participant at the earliest possible date.

#### **Article 68. Consolidation of Proceedings under Corporate Disputes**

1. 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 shall be consolidated by the Arbitral Tribunal. In such a case, the arbitration that commenced earlier shall continue, while the arbitration that commenced later shall be terminated. The provisions of Article 32 of the Arbitration Rules shall not apply in this case.

2. 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 32 of the Arbitration Rules. For these purposes, Corporate disputes related to the participation in a Legal entity or management of such a Legal Entity are deemed to be arising from interconnected legal relationships.

#### **Article 69. Constitution of the Arbitral Tribunal in Arbitration of a Corporate Dispute**

1. Unless the arbitration agreement provides otherwise, the Corporate Dispute shall be resolved by three arbitrators.

2. Unless the arbitration agreement provides otherwise, for the purposes of resolution of a Corporate Dispute, the Arbitral Tribunal shall be constituted in accordance with the procedure stipulated in Article 17 of the Arbitration Rules. For the purposes of this Article, the time limit for the constitution of the Arbitral Tribunal shall begin from the expiry date of the time limit for joining the arbitration of the Corporate

Dispute set forth in Paragraph 4 of Article 67 of the Arbitration Rules.

#### **Article 70. Notification of the Course of Arbitration of a Corporate Dispute**

1. The Arbitral Tribunal shall immediately notify the RAC in writing of any and all documents accepted or received in the course of arbitration of a Corporate Dispute and enclose copies of these documents.

2. The RAC shall send the following documents 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 refused in writing 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 refusal may be contained, *inter alia*, in the Application to Join.

#### **Article 71. Special Rules for Withdrawal of Claim, Admission of Claim and Conclusion of a Settlement Agreement under a Corporate Dispute**

1. Within 30 days following the receipt from the RAC 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 RAC receives no objections from the Participants that have joined the Corporate Dispute within the time limit 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 conclusion of a settlement agreement shall be accepted and allowed by the Arbitral Tribunal without the need to obtain the consents of all Participants who joined the Corporate Dispute.

#### **Article 72. Interim Measures in a Corporate Dispute**

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

2. Information on the issuance 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 RAC.

#### **Article 73. Arbitral Award in a Corporate Dispute**

1. 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 the Corporate Dispute, irrespective of whether they joined the arbitration of the Corporate Dispute.

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

3. A copy of the arbitral award in the Corporate Dispute may be provided to any Participant within the storage period of such an award at the RAC, provided that such a Participant presents to the RAC 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.

## **CHAPTER 9. OTHER PROVISIONS**

### **Article 74. 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, enforceability 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. 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. 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.

3. Involvement of the Party in the constitution of the Arbitral Tribunal in accordance with Chapter 3 of the Arbitration Rules shall not limit the Party's right to raise objections to the Arbitral Tribunal's jurisdiction.

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.

### **Article 75. Liability of Arbitrators and RIMA**

1. The RIMA and arbitrators shall not incur liability to the Parties other than that stipulated by the applicable law.

2. The RIMA 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, calculation and payment of the arbitration fee;
- 2) the amount of arbitration costs and their allocation between the Parties;
- 3) allocation of the costs incurred by the Parties.

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

1) “registration fee” shall mean a sum of money payable by a Party when filing a Request with the RAC 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 Claim (Request) or Counterclaim;

3) “administrative fee” shall mean a part of the arbitration fee intended to cover the RAC’s expenses related to administrative and material support of arbitration of a particular dispute;

4) “arbitrators’ fee” shall mean a part of the arbitration fee payable to the arbitrators for considering 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 the expenses incurred by the arbitrators as a consequence of participation in the arbitration of a particular dispute, including the expenses for transport and accommodation;

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

8) “costs of the Parties” shall mean the expenses incurred by the Parties for protection of their rights in the arbitration of a particular dispute, including expenses for legal representatives;

9) “special fee for emergency interim measures” shall mean a sum of money in the amount of 200,000 Rubles for arbitration of domestic disputes and 5,000 US Dollars for international commercial arbitration payable by a Party applying for emergency interim measures prior to the constitution of the Arbitral Tribunal in accordance with Article 47 of the Arbitration Rules.

3. The Rules cannot be amended by the Parties.

4. When concluding an arbitration agreement that provides for the arbitration of disputes administered by the RAC, the Parties automatically consent to application of the Rules as amended as of the date of commencement of arbitration, even if they agreed to apply the Arbitration Rules different from those that were effective as of the date of commencement of arbitration.

5. Unless the Arbitration Rules and the Rules provide otherwise, the disputes concerning arbitration fees and arbitration costs shall be decided by the Board.

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

1. The registration fee amounts to:

- 1) 20,000 Rubles for arbitration of domestic disputes;
- 2) 500 US Dollars for international commercial arbitration;
- 3) 40,000 Rubles for arbitration of Corporate Disputes.

2. If the registration fee is not paid, the RAC shall not examine whether the Request meets other requirements set forth in Article 9 of the Arbitration Rules.

3. After the Request is received by the RAC, the registration fee shall not be refunded in any case, including if the Request is returned or the arbitration is terminated prior to the constitution of the Arbitral Tribunal.

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

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

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.

4. In exceptional circumstances, upon a reasoned application of a Party, an Arbitral Tribunal (for the arbitrators' fee) or the Executive Administrator (for the administrative fee) the arbitration fee payable in a specific dispute may be increased or decreased by the Board's decision. 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 organisational support of the proceedings.

#### **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 17 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 8 of the Arbitration Rules.

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

3. 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 set forth in Article 17 of the Arbitration Rules shall be increased by 15 % for each additional arbitrator.

4. If in accordance with the Parties' agreement the dispute shall be resolved by the Arbitral Tribunal composed of three arbitrators, but the Parties agreed that the dispute shall be resolved by a sole arbitrator, the arbitrators' fee set forth in Article 17 of the Arbitration Rules shall be decreased by 20 %.

5. If the dispute shall be resolved by a sole arbitrator, but the Parties agreed that the dispute shall be resolved by the Arbitral Tribunal composed of three arbitrators, the arbitrators' fee set forth in Article 17 of the Arbitration Rules shall be increased by 20 %.

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

7. If a dispute is heard by the Arbitral Tribunal composed of three arbitrators, the arbitrators' fee shall be allocated in the following manner: 40 % of the arbitrators' fee to the presiding arbitrator, 30 % of the arbitrators' fee to each other arbitrator in the Arbitral Tribunal.

8. If the Arbitral Tribunal is composed of more than three arbitrators, the Executive Administrator determines the allocation of the arbitrators' fee is in accordance with the proportions established in Paragraph 8 of this Article.

#### **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 – 20,000 Rubles per hour;

2) for another arbitrator on the Arbitral Tribunal constituted of more than one arbitrator – 15,000 Rubles per hour;

3) for the Executive Administrator – 10,000 Rubles per hour;

4) for an assistant to the Arbitral Tribunal appointed from among the employees of the Administrative Office – 7,500 Rubles per hour;

5) for another employee of the Administrative Office performing the organisational functions in the arbitration – 3,000 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 – 450 US

Dollars per hour;

2) for another arbitrator on the Arbitral Tribunal constituted of more than one arbitrator – 350 US Dollars per hour;

3) for the Executive Administrator – 200 US Dollars per hour;

4) for an assistant to the Arbitral Tribunal appointed from among the employees of the Administrative Office – 150 US Dollars per hour;

5) for another employee of the Administrative Office performing the organisational functions in the arbitration – 200 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 – 25,000 Rubles per hour;

2) for another arbitrator on the Arbitral Tribunal constituted of more than one arbitrator – 20,000 Rubles per hour;

3) for the Executive Administrator – 15,000 Rubles per hour;

4) for an assistant to the Arbitral Tribunal appointed from among the employees of the Administrative Office – 10,000 Rubles per hour;

5) for another employee of the Administrative Office performing the organisational functions in the arbitration – 5,000 Rubles per hour.

5. In case the hourly rate applies, the Claimant shall pay to the RAC within 30 days following the commencement of arbitration an advance payment of the arbitration fee in the amount of:

1) 1,000,000 Rubles for arbitration of domestic disputes;

2) 40,000 US Dollars – for international commercial arbitration;

3) 1,500,000 Rubles – for arbitration of Corporate Disputes.

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

7. The Arbitral Tribunal, the Executive Administrator and the employees of the Administrative Office shall submit to the RAC on a monthly basis a report on the amount of time spent. If the amount of the arbitration fee calculated based on such reports exceeds the amount of the advance payment, the Executive Administrator shall notify the Parties 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.

8. The Executive Administrator shall provide the Parties with 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 arbitration fee is paid in full.

9. 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.



10. The Parties may agree in the arbitration agreement upon other hourly rates that exceed hourly rates provided in Paragraphs 2 – 4 of this Article.

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

1. The provisions of this Article shall apply to proceedings administered in accordance with 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 65 of the Arbitration Rules, the arbitration fee shall be paid by the Participant.

3. If the claims advanced in the course of a Corporate Dispute are not subject to monetary valuation, the value 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.

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

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

1. The Party that brings the claims shall fully pay the arbitration fee:

1) for standard arbitration procedure – within 10 days following the date of notice on the commencement of arbitration;

2) for expedited arbitration procedure – no later than filing the Claim;

3) for the Counterclaim – no later than filing the Counterclaim.

2. If the arbitration fee is not paid within the time limit set forth in Paragraph 1 of this Article:

1) for standard arbitration procedure – administration of the arbitration, including the constitution of the Arbitral Tribunal, shall be suspended for 20 days; in case the arbitration fee is not paid within this period, the arbitration shall be terminated;

2) for expedited arbitration procedure and for the Counterclaim – the Claim (Counterclaim) shall be suspended.

3. Until the arbitration fee is paid in full, the dispute shall not be referred to the Arbitral Tribunal in any case.

#### **Article 8. Decrease of the Arbitration Fee**

1. This Article applies to withdrawal of the Claim (Request); termination of arbitration without rendering the arbitral award; rendering of the arbitral award on agreed terms. If the Arbitral Tribunal renders an order on the lack of jurisdiction to resolve the dispute, as well as in case of partial withdrawal of claims (partial acknowledgment of claims) the arbitration fee shall not be refunded.

2. If the arbitration is terminated prior to the constitution of the Arbitral Tribunal, as well as if the Request is returned, the arbitration fee shall not be paid.

Otherwise, the arbitration fee shall be fully refunded net of the registration fee.

3. If the arbitration is terminated after the constitution of the Arbitral Tribunal, but prior to the first oral hearing, the arbitration fee shall be decreased by 50 %.

4. If the arbitration is terminated after the oral hearing was held, the arbitration fee shall be decreased by 25 %.

5. If the 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 %.

6. The part of the decreased arbitration fee shall be reimbursed in accordance with Article 13 of the Rules.

7. The provisions of this Article shall not apply if the arbitration fee is calculated at hourly rates 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 32 of the Arbitration Rules, the arbitration fee shall be paid 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 shall be calculated based on the aggregate value 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 value 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 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 14 days following the notice of the Parties on consolidation of the proceedings.

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 32 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 arbitration fee, costs of the Arbitral Tribunal and procedural costs with respect to a specific dispute. The amount of the advance payment shall be calculated by the Executive Administrator in accordance with Articles 11 and 12 of the Rules.

2. Upon a Party's request and taking into account the particular circumstances, the Executive Administrator may grant a grace period for the payment or accept payment by instalments of the advance payment.

3. Failure to pay the advance payment may serve as a ground for suspension or termination of the arbitration.

4. The unused part of the advance payment shall be refunded to the Parties proportionately to the amounts they paid.

#### **Article 11. Procedural Costs**

1. The procedural costs shall be paid out of the advance payment.

2. If the procedural costs are related to a procedural action initiated by a Party, the advance payment shall be paid by this Party. If the Party does not pay the advance payment, it shall be deemed to waive such a procedural action.

3. If the procedural action is initiated by the Arbitral Tribunal, the advance payment shall be borne by the Parties in equal shares.

4. The amount and the date of the advance payment shall be determined by the Executive Administrator after consulting with the Arbitral Tribunal on the basis of the estimated costs of this procedural action.

5. Documents confirming the expenditure of the advance payment to cover the arbitration costs shall be sent to the Parties based on the results of the procedural actions.

#### **Article 12. Arbitral Tribunal's Costs**

1. In case of appointment of a sole arbitrator or presiding arbitrator residing in a place other than the venue of oral hearings, the costs of such an arbitrator incurred as a consequence of participation in the hearings shall be borne by the Parties in equal shares. The costs incurred by the co-arbitrator shall be borne by the Party by which (or on behalf of which) they were designated.

2. The Arbitral Tribunal's costs shall be paid out of the advance payment. The amount of the advance payment shall be determined by the Executive Administrator taking into account the agreed venue of oral hearings. The Executive Administrator shall notify the Parties of the amount and the date of the advance payment.

3. The amount of the Arbitral Tribunal's costs 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 no later than 7 days following the completion of oral hearings. The amount of such costs shall be reasonable.

#### **Article 13. Payment of the Arbitration Fee and Advance Payment**

1. The arbitration fee and the advance payment shall be made by wire transfer to the RIMA's bank account. The payment is deemed to be made on the date of its transfer to the RIMA's bank account.

2. The Party making the payment according to Paragraph 1 of this Article shall incur the costs arising in connection with such payment.

3. The sums indicated in Paragraph 1 of this Article shall be paid in Russian Rubles or, unless it contradicts the applicable law, in US Dollars or Euros. Currency shall be converted at the official rate of the Central Bank of Russia effective as of the filing

date of the payment order to a bank.

4. The arbitration fee under Article 8 of the Rules, or the unused part of the arbitration fee, or the unused part of the advance payment under Articles 5, 11 and 12 of the Rules may be refunded upon a Party's application signed by an authorised person. The application shall contain the reason for the refund and the account details of the Party.

5. The refund of the sums according to Paragraph 4 of this Article shall be made out of the sums actually received from the Parties, in the currency they were paid.

#### **Article 14. Parties Entitled to Pay Arbitration Fee and Advance Payment**

1. The arbitration fee and advance payment may be paid by both the Parties and non-parties.

2. If a non-party having no interest in the outcome of the dispute pays the arbitration fee or the advance payment in favour of the Party, this Party shall immediately provide the RAC with information on the payer and the grounds for such payment.

3. In case there is an agreement on funding of arbitration concluded by a person who is not a party to the dispute, but who provides financial support in exchange for the remuneration dependent on the outcome of the arbitration, the funded Party shall notify all other Parties, the Arbitral Tribunal (emergency arbitrator) and the RAC of the existence of such an agreement and the funder's identity.

4. The funded Party shall send the notification provided by Paragraph 3 of this Article no later than it files its first submission related to the merits of the dispute. If the third party funding agreement is concluded after the commencement of arbitration, such a notification shall be sent at the earliest possible date following the conclusion of the agreement. In the event of change of the information previously provided in accordance with this Article, the funded Party shall disclose immediately.

#### **Article 15. 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 arbitration fee and the arbitration costs calculated proportionately to the satisfied claims or the value of the 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 the 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 borne 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 borne by the Claimant. If the Respondent admits or voluntarily performs 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 as well as procedural behaviour of the Parties, the Arbitral Tribunal may decide on a different allocation of the arbitration fee and arbitration costs between the Parties.

7. If the Parties agreed upon a different allocation of the arbitration fee and arbitration costs, the provisions of Paragraphs 1 – 6 of this Article shall not apply.

#### **Article 16. Costs of the Parties**

1. The Parties may provide the Arbitral Tribunal with information related to their costs incurred in the course of arbitration within 7 days following the completion of the oral hearings or, if no oral hearings are held, within 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 will be rendered upon the request of the other Party.

2. Upon the request of the Party, in whose favour the arbitral award was rendered, in accordance with Paragraph 1 of this Article, the Arbitral Tribunal shall decide on placement of the costs incurred by that Party upon the Party against which the arbitral award was rendered, at the time of rendering the arbitral award.

3. In case of failure to provide full information related to the costs incurred in accordance with Paragraph 1 of this Article, before the arbitral award is rendered the Parties may request the Arbitral Tribunal to decide on allocation of costs in the separate arbitral award. The full information related to the costs incurred shall be provided to the Arbitral Tribunal no later than 30 days following the date of termination of arbitration. When deciding upon the request to issue a separate arbitral award, the Arbitral Tribunal takes into account the circumstances of the dispute and the positions of the Parties.

4. The Arbitral Tribunal may also decide in the separate arbitral award on the distribution of arbitration fees and arbitration costs.

5. When placing the costs incurred by that Party upon the Party against which the arbitral award was rendered, 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 as well as other specific circumstances of the dispute.

6. If the Arbitral Tribunal decreases the amount of the costs of the Parties in accordance with Paragraph 4 of this Article, the Arbitral Tribunal shall specify the reasons for decreasing the amount of the costs.

7. The Parties may agree upon a different allocation of their costs.

#### **Article 17. 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<br/>(RUB)</i>     | <i>Administrative fee<br/>(RUB)</i>                              | <i>Arbitrator's fee<sup>5</sup><br/>(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 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 |

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<sup>5</sup> For the value of a claim less than 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 30,000,000 Rubles the arbitrator's fee is indicated as if the dispute was decided by an Arbitral Tribunal composed of three arbitrators.

|                    |           |           |
|--------------------|-----------|-----------|
| over 5,000,000,000 | 1,250,000 | 8,750,000 |
|--------------------|-----------|-----------|

2) Schedule of Arbitration Fees for international commercial arbitration:

| <i>Value of claim<br/>(USD)</i> | <i>Administrative fee<br/>(USD)</i>                          | <i>Arbitrator's fee<sup>6</sup><br/>(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 |

<sup>6</sup> For the value of a claim less than 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 500,000 US Dollars the arbitrator's fee is indicated as if the dispute was decided by an Arbitral Tribunal composed of three arbitrators.

3) Schedule of Arbitration Fees for arbitration of Corporate Disputes:

| <i>Value of claim<br/>(RUB)</i> | <i>Administrative fee<br/>(RUB)</i>                            | <i>Arbitrator's fee<sup>7</sup><br/>(RUB)</i>                    |
|---------------------------------|--|--|
| up to 500,000                   | 70,000   | 10,000   |
| 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 |

<sup>7</sup> The arbitrator's fee is indicated for an Arbitral Tribunal composed of three arbitrators.



## INTERNAL RULES OF THE RAC

### Article 1. Structure of RAC

1. The activities of the RAC 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.

2. The RAC is a subdivision of the Autonomous Non-Profit Organisation “Russian Institute of Modern Arbitration” (Primary State Registration Number: 1167700062804) (hereinafter, the “RIMA”).

3. The RIMA 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);

4) International and Comparative Law Research Center (Primary State Registration Number: 1147799008961, Taxpayer’s Identification Number: 7707492159);

5) Center for Arbitration and Legal Expertise (Primary State Registration Number: 1107799013145, Taxpayer’s Identification Number: 7706414704).

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

5. The Board, discharging, *inter alia*, the functions of the appointments committee, and the Administrative Office headed by the Executive Administrator are constituted within the RAC for the purposes of administration of arbitration.

6. The RAC 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). The activities of the divisions of the RAC are regulated by internal rules as well as specialised rules of the RAC.

### Article 2. Board

1. The Board is a permanent collective body of the RAC 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 RAC and the applicable law.

2. The Board is comprised of 14 members. The Board may comprise separate subcommittees performing functions of the Board with regard to arbitration of certain types of disputes. Decision to form subcommittees is made by a simple majority of the Board's members upon the Executive Administrator's suggestion. One member of the Board can join more than one subcommittee. The subcommittee acts on behalf of the Board.

3. At least two thirds of 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 recognised by the Russian Federation.

4. The Board shall be elected by the persons included into the unified recommended list of arbitrators of the RAC. 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 RAC 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 years. During the rotation, 7 members of the Board shall be replaced. The replaced members of the Board are allowed to regain their status three years after the termination of their mandate. In any case, the members of the Board are not allowed to serve their functions for more than two consecutive mandates.

7. The Board member's mandate can be terminated prior to the expiry of the appointed term upon his/her own initiative, and in exceptional cases (*inter alia*, in case the member of the Board is unable *de jure* or *de facto* to perform their functions) – by the decision of the Board made by a qualified majority of votes (by at least two thirds of the members of the Board). In case of early termination of the mandate of the Board's member, 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 from among its members the President for three years. Members of a subcommittee elect the President of a subcommittee for three years. Presidents of subcommittees are deputies of the Board's President except when the President of the Board is also the President of a subcommittee.

9. The Board sessions are held in person, by tele- or videoconference and (or) by correspondence, *inter alia* by means of e-mail voting.

10. The session is considered duly convened (a quorum is deemed to be present), if at least half members of the Board and, when the subcommittees are formed in accordance with Paragraph 2 of this Article, – at least half members of the subcommittee competent over the question put to the vote, participated in it.

11. The decision is made by a simple majority of the votes of the Board members participating in the Board's session and, when the subcommittees are formed in accordance with Paragraph 2 of this Article, – by a simple majority of the subcommittee's members participating in the subcommittee's session. In the event of

equally divided votes among the Board members, the President shall have a casting vote. In the event of equally divided votes among the subcommittee's members, the President of the subcommittee shall have a casting vote.

12. The orders rendered by the Board as well as the records of the Board's sessions (if any) shall be signed by the Board's President and, if the voting is held within the subcommittee, – by the President of the subcommittee.

### **Article 3. Board's Members Acting as Arbitrators**

1. The Board's members may act as arbitrators in proceedings administered by the RAC, if they are designated by a Party, agreed upon by Parties or chosen by co-arbitrators.

2. The Board's members may be appointed as arbitrators by the Board if they do not act as the President of the Board or the President of the subcommittee and subject to Paragraphs 3 and 4 of this Article.

3. The Board's member shall not suggest its own candidacy or the candidacies of the other Board's members to be appointed as arbitrators. The Administrative Office may suggest the candidacies of the Board's members in exceptional cases, *inter alia* if, taking into account the circumstances of the specific dispute, such a Board's member best meets the requirements set forth in the Parties' agreement and the applicable law or has the unique expertise to resolve the dispute.

4. The Board's members acting as arbitrators shall not take part in the appointment of arbitrators in the arbitration they are involved, as well as in performance of any other functions of the Board with regard to this arbitration. The Board's members whose candidacies are suggested for appointment as arbitrators, shall not take part in the process of appointment of arbitrators in this arbitration.

### **Article 4. Administrative Office**

1. The Administrative Office performs all functions related to organisational and technical administration of the arbitration and assists the Arbitral Tribunal and the Parties in the course of arbitration of a specific dispute, if necessary.

2. The Administrative Office personnel are the employees of the RIMA who shall report directly to the Executive Administrator. The number of personnel and the organisational 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 25 of the Arbitration Rules.

4. The provisions regulating the activities of the Administrative Office may be provided for by other rules of the RAC.

### **Article 5. Executive Administrator**

1. The Executive Administrator manages the RAC and the Administrative Office and performs other assigned functions set forth by the Arbitration Rules or other rules of the RAC.

2. The Executive Administrator is appointed by the Director General of the RIMA. 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 25 of the Arbitration Rules, shall equally apply to the Executive Administrator.

#### **Article 6. Unified Recommended List of Arbitrators and Additional Databases of Specialists**

1. The RAC shall compile:

- 1) the unified recommended list of arbitrators of the RAC;
- 2) additional databases of specialists, including for resolving particular categories of disputes and for divisions of the RAC.

2. The unified list and additional databases of specialists of the RAC shall be published on the website of the RAC for informational purposes and are of a recommendation nature.

3. The arbitrators who are not included on the unified recommended list of arbitrators of the RAC may be designated or appointed, unless the Parties have agreed otherwise by means of an express agreement.

#### **Article 7. Prohibition of Conflicts of Interest**

1. Within the activities of the RAC, no situations in which any personal interest, either direct or indirect, may affect due, objective and impartial performance of the RAC's functions (conflicts of interest) are allowed.

2. Unless the applicable law provides otherwise, the RIMA and its founders, as well as the members of the RIMA's bodies, may not act as a Party in the proceedings administered by the RAC. These restrictions shall also apply to the individuals mentioned for three years after the individual ceases to satisfy the criteria established by this Paragraph.

3. While performing their functions, the Board, the Administrative Office and the Executive Administrator shall be guided by the applicable law and internal policies in order to prevent, reveal and eliminate any conflict of interest.

4. In case of an actual or potential conflict of interest with any Party or arbitrator, the employee of the Administrative Office shall immediately cease to perform their functions with regard to the specific arbitration and notify the Parties, the Arbitral Tribunal and the Executive Administrator thereof. In this case, the Executive Administrator shall appoint another employee to perform the functions in this arbitration.

5. In case of an actual or potential conflict of interest of the Executive Administrator with any Party or arbitrator, the functions of the Executive Administrator in the specific arbitration shall be performed by the employee appointed by the Executive Administrator once a year. Such an employee shall have a law degree and be fluent in English. If such a person cannot perform the functions of the Executive Administrator due to the conflict of interest in this arbitration, these functions shall be performed by the President of the relevant subcommittee. In this case, the President of the subcommittee shall not take part in the appointment of arbitrators in this arbitration as well as in the performance of any other functions of the Board related to this arbitration.

6. If a Board's member learns about any circumstances raising doubts as regards his/her impartiality or independence, that member shall immediately notify the Board and the Executive Administrator of such circumstances and shall not participate in any deliberation or decision-making with respect to the arbitration involving the respective circumstances.

7. Neither the Board nor the Parties shall be entitled to designate or appoint the employees of the Administrative Office or the Executive Administrator as arbitrators.

8. In the course of arbitration administered by the RAC, the employees of the Administrative Office and the Executive Administrator shall not perform any functions other than those stipulated in the Arbitration Rules or other rules of the RAC.

9. The procedure for resolving situations of a potential conflicts of interest may be stipulated by other rules of the RAC.