



INTERNATIONAL UNION
OF COMMERCE AND INDUSTRY
1 Kings Avenue, London N21 3NA
Phone +442071939499
admin@iuci.eu
<http://iuci.eu>



AMERICAN INTERNATIONAL COMMERCIAL
ARBITRATION COURT
USA, 1209 N Orange Street, Wilmington, DE 19801-1120
USA, 1317 A 17 SE, Auburn, WA.98002
Phone +12024700848 (Washington), +44 7429292337 (London)
secretariat@court-inter.us
<http://court-inter.us>



REGULATIONS OF THE AMERICAN INTERNATIONAL COMMERCIAL ARBITRATION COURT

***Approved by the Board of Directors
of the International Union of Commerce and Industry (UK)
- Resolution No. 17/77-10 of 08/12/2010
Adopted by the Congress of the American International
Commercial Arbitration Court (USA)
- Resolution No. 02/11-10 of 07/07/2010***

PREAMBLE

Regulations of the American International Commercial Arbitration Court (hereinafter - "the Arbitration Court") are based on the ideas of recognition of democratic values of supremacy of human and civil rights and freedoms, the priority of international law over acts of national law of various countries, fairness and legality of administration of justice and adjudication procedures, use of advanced and most effective means of legal protection of rights and legitimate interests of participants in international economic, as well as and civil, labor and other relations, which are settled on a contractual basis.

Despite the fact that the Arbitration Court is legalized and located in the USA(its central administrative Office), it provides all kinds of arbitration services, as well as legal services directly associated with arbitration, which can be freely requested by the interested parties around the world.

These Regulations are applicable under any legal system regulating the arbitration services rendered to the interested parties regardless of the language used by them to communicate with other persons and to draw up official documents.

The Arbitration Court has all the necessary administrative resources to organize the arbitration proceedings and mediation in various countries through independent implementation of the necessary actions or execution of special agreements with the relevant arbitration institutions of other countries.

These Regulations are developed with regard to advanced international methodology of settlement of disputes through arbitration, formed by generalization of experience of arbitration practice around the globe. This arbitration experience is embodied in the provisions of the UNCITRAL Arbitration Rules, UNCITRAL Model Law on International Commercial Arbitration, as well as procedural documents of institutional arbitration tribunals and arbitration courts around the world known for their efficient administration of justice.

Activity of the Arbitration Court is focused on efficient and fair settlement of disputes arising in the context of international trade relations and other relations regulated on a contractual basis, between the residents of different countries with different legal, social and economic systems. In this regard, the Arbitration Court serves as an international instrument of the rule of law and protection of violated rights in the sphere of economic relations, with no territorial, national or political restrictions.

According to the will of the interested parties expressed prior to hearing the merits of the corresponding dispute, when carrying out its activities the Arbitration Court may administer justice in accordance with these Regulations or in accordance with the UNCITRAL Arbitration Rules.

Section I. General Provisions

Article 1. Scope of jurisdiction of the Arbitration Court and the field of application of these Regulations

1. Economic (commercial, trade), civil and labor disputes of various nature between residents of different states or between the US residents shall be considered in accordance with these Regulations if the parties have agreed in writing in their main contract or in a separate arbitration agreement, that disputes related to the corresponding contract would be referred to the Arbitration Court under these Regulations. Before the hearings on the merits of the dispute parties may make amendments (in writing), and such amendments shall be taken into account when considering the relevant dispute.

2. This document regulates the arbitration proceedings conducted by the Arbitration Court, except for the cases when any of the rules of these Regulations is contrary to a provision of an act of international or national law applicable to the arbitration, which is binding for the parties. In the event of such contradictions, these Regulations shall be used when conducting the legal proceedings by the Arbitration Court to the extent not contrary to the specified priority provisions of an act of international or national law.

3. The Arbitration Court is entitled to consider disputes of the following categories (using the procedure established by these Regulations):

- disputes arising from commercial, economic and trade contracts and agreements;
- disputes arising from civil relations;
- disputes arising from investment contracts and agreements, including the corporate asset purchase agreements;
- disputes arising from agreements and contracts concluded in professional sports;
- disputes arising from labor contracts.

4. The Arbitration Court shall consider disputes arising from commercial, economic and trade agreements and contracts, when at least one of the disputing parties is a non-resident of the USA - a legal entity of foreign jurisdiction or an individual - a citizen of a foreign state.

5. The Arbitration Court shall consider disputes arising from civil and labor relations, as well as the disputes arising from agreements and contracts concluded in professional sports, if the disputing parties or at least one of the parties is the U.S. resident.

6. The Arbitration Court shall consider disputes between non-residents of the USA, arising from civil and labor relations, as well as the disputes arising from agreements and contracts concluded in professional sports, if it isn't contrary to the law of countries, the disputing parties are the residents of.

7. In accordance with provisions of international law, the Federal Laws and Laws of the corresponding States of the USA, and also on the basis of its Regulations, when considering the disputes between the residents of the USA the Arbitration Court shall act as the court of arbitration.

8. Based on the will of the interested parties, the Arbitration Court shall assist in the organization of "ad hoc" arbitration in accordance with the Regulation "On the procedure of organization and conduct of "ad hoc" arbitral proceedings".

9. Based on the will of the interested parties, the Arbitration Court shall organize and participate in the mediation procedure in accordance with the rules of the "Regulations of the mediation procedure in the Joint Mediation Council of the International Union of Commerce and Industry (London, UK) and the American International Commercial Arbitration Court".

10. If any formal agreement, statement or any reference in the contract provide for arbitration according to the present Regulations of the Arbitration Court, it shall be considered that the parties of such collectively drafted documents have agreed to conduct arbitration under these Regulations (including such duly made amendments, which had entered into force before the commencement of arbitral proceedings).

11. Ensuring the application of these Regulations is among the direct functions of the Arbitration Court.

Article 2. Interrelation and selective priority of statements of these Regulations and the UNCITRAL Arbitration Rules in relation to certain categories of disputes considered by the Arbitration Court

1. In an arbitration clause of a contract or in a special arbitration agreement on consideration and settlement of possible disputes arising from this contract in the Arbitration Court, parties to a contract have the right to determine whether possible disputes shall be considered in the Arbitration Court in accordance with these Regulations or in accordance with the UNCITRAL Arbitration Rules.

2. Prior to consideration of the corresponding dispute parties to a contract may change the normative reference of the arbitration clause (in writing - by drawing up an arbitration agreement) by switching to another Regulations (AICAC or UNCITRAL), regardless of whether they have determined the provisions of these Regulations or the UNCITRAL Arbitration Rules in an arbitration clause of a contract or in a special arbitration agreement as the rules used for administration of justice in the Arbitration Court.

3. After parties to a contract have finally selected these Regulations or the UNCITRAL Arbitration Rules as the rules for administration of justice in the Arbitration Court, parties, arbitrators and all persons involved in arbitral proceedings may follow only the Rules chosen by parties prior to consideration of a dispute.

Article 3. Some concepts and categories indicating the status and competence of individual officials of the Arbitration Court and the mechanism of making legally relevant decisions by them

1. In all cases the term "President of the Arbitration Court" is mentioned in these Regulations, it refers to the President of the Arbitration Court himself, but in certain situations such reference may assume indication of other officials, collective bodies of the Arbitration Court and their heads, who are (in accordance with the Regulations of the Arbitration Court and its duly drafted internal acts, as well as powers of attorney issued by the President of the Arbitration Court) officially entitled to fulfill certain official functions in accordance with these Regulations.

2. In the text of these Regulations the terms "arbitrator", "judge", "arbitral judge" are equivalent.

3. An arbitral tribunal formed in accordance with these Regulations to consider a particular dispute is a temporary structural unit of the Arbitration Court intended to implement its competence when considering a particular dispute. All legally relevant actions of arbitrators, who are members of an arbitral tribunal considering a particular dispute, are carried out on behalf of the Arbitration Court. Awards of arbitration tribunal in relation to a considered dispute are made on behalf of the Arbitration Court. These awards generate corresponding legal consequences for the AICAC.

4. All legally relevant decisions of the President of the Arbitration Court and other authorized officials of the Arbitration Court, acting within their competence, are executed through corresponding official acts in documentary form.

5. All administrative decisions of the Arbitration Court and its officials made in accordance with the rules established by these Regulations, directly related to the procedure of organizing and supporting an arbitration process, as well as the ones not related to the merits of a dispute, are final, except for the cases otherwise regulated by the provisions of these Regulations. The Arbitration Court and its officials are not obliged to motivate administrative decisions made within their competence. In the extent permitted by law effective in the place of arbitration parties are considered to have waived any right to appeal to any state court or other judicial body against any administrative decisions of the Arbitration Court and its officials. If such appeal remains possible due to the mandatory provisions of a relevant law effective in the place of arbitration, the Arbitration Court, acting under the standards of an applicable law, shall decide whether to continue the arbitration proceedings in spite of this appeal or to terminate them on the basis of the revealed limitations in the competence of the Arbitration Court, which prevent from settling the dispute.

6. All necessary actions that the Arbitration Court and its officials or the arbitral tribunal considering a particular dispute are required to take in accordance with these Regulations, shall be performed in the shortest terms allowed by these Regulations.

7. A plea of any party that the Arbitration Court doesn't have competence to consider the corresponding dispute shall be raised not later than the respondent submits his/her statement of defense. A plea of any party that in the course of activities of the arbitral tribunal considering the particular dispute the Arbitration Court is going beyond its authority shall be raised as soon as the arbitral tribunal expresses its intention to make a decision on the matter beyond the scope of its authority in the opinion of the corresponding party. In either case, the arbitral tribunal still has the right to accept a plea raised later than specified above if it considers the delay justified.

8. In addition to the competence to exercise the authority specified in the statements of these Regulations, the Arbitration Court, under the activity of an arbitration tribunal considering a particular dispute, has the right to resolve any legal matters arising in the course of the arbitral proceedings, and particularly to decide on continuation or termination of the proceedings, taking the following circumstances into account: a) the failure or refusal of one of the parties to follow these Regulations or orders and instructions of an arbitral tribunal; b) failure of one of the parties to attend any meeting or hearing which the party has been previously duly notified about.

9. An arbitral tribunal considering a particular dispute may receive and take into account any written or oral evidence, which it considers to be relevant, regardless of whether they are allowed in strict accordance with the law applicable to the dispute or not.

Article 4. Notices

1. In accordance with these Regulations, a notice is understood as any well-known and common way of transmitting the correspondence - written information on paper, including notifications, reports (including telegraph and teletype messages), or offers.

2. A notice shall be considered received by an addressee, if handed to the corresponding person or delivered to his/her usual place of residence (where the corresponding person is known to permanently or primarily reside), or to the address of a company or a postal address.

3. If the person's places of permanent or primary residence, as well as other addresses where he/she from time to time appears (and thus can receive a notice), cannot be established by means of reasonable inquiries with the use of available methods of obtaining the relevant information, a notice shall be sent by an interested person to the last known place of residence or address of a company of the addressee. A notice shall be considered received on the day of such handing or delivery.

4. A notice may be delivered to an addressee by sending an electronic document certified with the sender's digital signature to an officially known e-mail address (public or repeatedly used before) by the corresponding person. An electronic notice shall be considered received by an addressee and acquire evidentiary legal value in terms of these Regulations, in the event of counter sending of an electronic message confirming the reception of the notification, certified with the addressee's electronic signature confirmed with a certificate issued by a digital signature certification body.

5. A notice may be delivered to an addressee by fax. In this case a fax notice shall be considered received by an addressee if the addressee confirms the reception by sending the fax or other message specified in Art. 3 of these Regulations, duly certified by the addressee.

6. Notices in any form, as well as other legally relevant reports and correspondence sent by parties to the arbitral tribunal (except for those under the special mechanism of delivery provided by these Regulations), may be addressed:

a) if the dispute is considered by an arbitral tribunal consisting of a sole arbitrator - either to the Secretariat of the Arbitration Court or to the sole arbitrator;

b) if the dispute is considered by an arbitral tribunal consisting of three arbitrators - either to the Secretariat of the Arbitration Court (to the Secretary General of the Arbitration Court), or to the chairman of the arbitral tribunal.

7. If the parties send notices or other legally relevant reports and correspondence addressed to the arbitration tribunal directly to the Secretariat of the Arbitration Court, the latter shall in the shortest terms take the necessary actions to copy such documents and deliver them to arbitrators of the arbitral tribunal considering a particular dispute and, if necessary - to other parties and other persons officially involved in the arbitration.

8. If the parties send notices or other legally relevant reports and correspondence addressed to the arbitration tribunal consisting of a sole arbitrator directly to the arbitrator, the latter shall in the shortest terms take the necessary actions to copy such documents and deliver them to the Secretariat of the Arbitration Court. If necessary, the Secretariat will send the copies of such documents to other parties and other persons officially involved in the arbitration.

9. If the parties send notices or other legally relevant reports and correspondence addressed to the arbitration tribunal consisting of three arbitrators directly to the chairman of the tribunal, the chairman shall in the shortest terms take the necessary actions to copy such documents and deliver them to the Secretariat of the Arbitration Court. The Secretariat will send the copies of such documents to other judges of the tribunal and, if necessary - to other parties and other persons officially involved in the arbitration.

10. All notices and other legally relevant reports and correspondence officially coming from an arbitral tribunal considering a particular dispute, are sent on behalf of the Arbitration Court by the Secretariat of the Arbitration Court.

11. If the parties send notices or other legally relevant reports and correspondence addressed to the arbitration tribunal out of the time specified by these Regulations, as well as 7 days before such deadlines, such notices, reports and correspondence shall be addressed directly to the Secretariat of the Arbitration Court.

12. In accordance with paragraphs 6-11 of this Article, the date of receipt of official notices (as well as other legally relevant reports and correspondence) by an arbitral tribunal shall be the date of receipt of such notices, reports and correspondence by one of the authorized officials specified in p. 6 of this Article.

13. To all notices, as well as other legally relevant reports and correspondence addressed to an arbitral tribunal and parties to a dispute, a sender must attach duly certified copies of documents (or, if such documents are especially large in volume - summaries or lists of documents), as well as samples of material objects or documented samples of substances (or their copies), which are referred to or indicated in such notifications, reports or correspondence.

Article 5. Calculation of terms

1. In accordance with these Regulations, legally relevant terms start, in particular: a) the next day after the addressee receives a corresponding notice; b) the day following the date of entry into legal force of the decision on establishment of a legally relevant term or following the day specified in such decision as a time origin.

2. If the last days of the terms within which interested or obligated persons were to make certain legally relevant actions, are official holidays or non-work days at the place of residence, or place of business of the notification addressee (the interested or obligated person), the corresponding legally relevant timeframe shall be extended until the next working days. Official holidays or non-work days within the legally relevant timeframe, are not excluded when calculating it.

Article 6. Notice of arbitration

1. The party initiating the arbitration (hereinafter referred to as "claimant") executes its initiative by sending the notice of arbitration to the other party (hereinafter referred to as "respondent") and the Secretariat of the Arbitration Court.

2. The arbitral proceedings shall be considered commenced on the day the respondent actually receives of the notice of arbitration.

3. Notice of arbitration shall include:

- a) the request to refer the dispute to arbitration;

- b) names and addresses of the parties;
- c) a reference to a corresponding arbitration clause or a separate arbitration agreement;
- d) a reference to a contract that results in or in connection with which the controversies, claims and demands of the parties (as well as disputes related to the execution, breach, termination or invalidity of such contract) arise;
- e) statement of the nature of the dispute and indication of a sum in dispute (if there is an objective possibility to express claims in money terms);
- f) relief or remedy sought;
- g) an offer concerning the number of members of an arbitral tribunal (one arbitrator or three arbitrators), if their number has not been previously agreed upon by the parties in the arbitration clause or an arbitration agreement;
- h) an offer concerning the place of arbitration, if this has not been previously agreed upon by the parties in the arbitration clause or an arbitration agreement;
- i) an offer concerning the time (timeframe) of the dispute consideration;
- j) the claimant's guarantee to pay the part of arbitration fees imposed upon him/her (the amounts, terms and manner of payment are determined in accordance with the rules of these Regulations) and to assist the respondent in paying the corresponding part of such fees.

4. Notice of arbitration may also include:

- a) a proposal to appoint a sole arbitrator (in accordance with part 1 of Art. 9);
- b) a notice of appointment of an arbitrator specified in Art. 10;
- c) a statement of claim specified in Art. 23.

Article 7. Representation, legal and organizational assistance

1. In the course of preparation for consideration of a dispute (and also in the course of arbitral proceedings) the parties may be represented by the third persons in relations with all stakeholders and the Arbitration Court. Such third persons are picked by the parties. Their representative powers to participate in consideration of a dispute by the Arbitration Court are formalized by special written powers of attorney submitted to the Arbitration Court.

2. In the course of preparation for consideration of a dispute (and also in the course of arbitral proceedings) in relations with all stakeholders and the Arbitration Court the parties may attain legal and organizational assistance from the third persons of their choice. Their representative authority to participate in consideration of a dispute by the Arbitration Court is formalized by special petitions submitted to the Arbitration Court.

3. An assistant has no right to independently represent the corresponding party, or to perform legally relevant actions on its behalf in the Arbitration Court.

4. The party shall provide the names, addresses and contact details of its official representatives and assistants (if any) in writing to the other party and to the Arbitration Court. Such notifications must specify whether such appointment was made for the purpose of representation or assistance.

Section II. Composition of Arbitration Court

Article 8. Number of arbitrators of an arbitration tribunal and the general description of their independence status

1. If the parties have not specified in an arbitration clause or in a special arbitration agreement the number of arbitrators, who, in the event of a dispute between them, shall settle it in the Arbitration Court, the arbitral tribunal of three arbitrators shall be appointed to consider the dispute in the Arbitration Court. The same shall be applied if within 15 days of the respondent's receipt of the notice of arbitration the parties fail to agree that the arbitral tribunal shall consist of one arbitrator.

2. All arbitrators, regardless of whether they are elected by the parties or appointed under the procedure specified in these Regulations, who are the members of the arbitral tribunal considering a particular dispute, throughout the entire period of holding the status of an arbitrator of the arbitral tribunal shall remain independent and impartial. They shall desist from any form of demonstration of support of one of the parties and exclude from their actions intentional protection of its interests, or disregard for the rights and interests of the other party.

3. Duly proven violation of the rule specified in par. 2 of this Article of the Regulations by any arbitrator at any stage of arbitration shall result, at the initiative of other arbitrators, the parties to the dispute or the Secretariat of the Arbitration Court, and based on the decision of the President of the Arbitration Court, in the exclusion of such arbitrator from the arbitral tribunal. Another arbitrator shall be appointed in this case in accordance with the rules of these Regulations.

4. In the case specified in par. 2 of this Article of the Regulations, the President of the Arbitration Court may decide to exclude the violator of independence and impartiality principle from the Official Register of the Arbitration Court judges.

Article 9. Appointment of a one-arbitrator tribunal

1. A sole arbitrator shall be selected to consider a dispute in the Arbitration Court from among persons listed in the Official Register of the Arbitration Court judges.

2. In the event when, according to the will of the parties the dispute is expected to be considered in the Arbitration Court by the arbitral tribunal consisting of a sole arbitrator, either party may offer one or more persons from the Official Register of the Arbitration Court judges to the other party. The person jointly selected by the parties would act as a sole arbitrator.

3. If 30 days after one party receives a proposal from another party regarding a sole arbitrator (in accordance with par. 1 of this article), the parties still do not have a sole arbitrator appointed, a sole arbitrator shall be appointed by the competent person (body) selected by the parties: the President of the Arbitration Court or the President of the International Union of Commerce and Industry (London, UK). After the 30-day period indicated above the parties shall have additional 5 days to select a competent person (body) to appoint an arbitrator. If the parties fail to select such competent person (body), the arbitrator shall be appointed by the President of the Arbitration Court within 24 hours after accrual of the relevant right.

4. In the case specified in par. 3 of this article a competent person (body) shall appoint a sole arbitrator within 3 calendar days after accrual of the right to appoint a sole arbitrator of the arbitral tribunal. When appointing an arbitrator a competent person (body) may use one of the following procedures:

4.1. Select one of the arbitrators listed in the Official Register of the Arbitration Court judges, being guided by objective assessment of individual competencies of corresponding candidates and convenience of organization and conduct of effective, independent and impartial arbitration;

4.2. Select one of the arbitrators listed in the Official Register of the Arbitration Court judges, in accordance with the following procedure:

a) from among arbitrators of the Official Register of the Arbitration Court judges a competent person (body) picks candidates for appointment as arbitrators in the arbitral tribunal expected to consider a specific dispute, and such list of at least three alternative candidates is sent to both parties;

b) within 10 days after receiving this list, each party shall return it to the competent person (body) with amendments: the unwanted candidates must be excluded from the list, and the remaining names must be numbered in the order of preference (where "1" is the most preferred candidate for the party, and so on - in the descending order of preference);

c) within 3 days of expiry of the term specified in sub-paragraph b) of the par. 4.2. of this article, a competent person (body) shall appoint the sole arbitrator from among the

persons approved in the lists returned to it, with regard to the order of preference specified by the parties;

d) if a sole arbitrator cannot be appointed in accordance with this procedure for any reason, a competent person (body) has the right to appoint a sole arbitrator in accordance with par. 4.1. of this article.

5. The personal composition of the arbitral tribunal consisting of one arbitrator shall be approved and assume formal authority to consider a dispute from the moment of entry into force of the Order of the President of the Arbitration Court.

Article 10. Appointment of a three-arbitrator tribunal

1. In order to build an arbitral tribunal consisting of three arbitrators and to consider a dispute in the Arbitration Court, arbitrators shall be selected from the Official Register of the Arbitration Court judges.

2. When, according to the will of the parties, the possible dispute is to be considered in the Arbitration Court by the arbitral tribunal consisting of three arbitrators, in case of a dispute between the parties, each of them may appoint one arbitrator.

3. Two arbitrators appointed by the parties in accordance with par. 2 of this article shall select the third member of the arbitral tribunal.

4. The chairman of an arbitral tribunal consisting of three arbitrators shall be the one who has higher level of legal education and, with respect to the merits of the dispute, maximum knowledge and experience in the field of international economic (commercial, trade) law, private international law, international commercial arbitration, civil, economic (commercial, trade) and labor legislation of certain states (knowledge of the laws of countries represented by the parties to the dispute, or knowledge of the law which acts as the substantive law in the proceeding may be particularly important), and also has excellent personal reputation.

5. If the criteria specified in par. 4 of this article are best met by an arbitrator selected as a member of the arbitral tribunal by one of the parties, but the other party objects to giving that person the status of the chairman of the tribunal consisting of three arbitrators, then, instead of the previously selected person, the third arbitrator, who shall also be the chairman of the tribunal, shall be appointed from the Official Register of the Arbitration Court judges - legal professionals with the necessary knowledge, experience and reputation, by the President of the Arbitration Court in accordance with the procedure established in sub-par. 4.2. of the par. 4 of Art. 9.

6. If within 30 days after one party receives the notice from another party (the first party - the initiator of the procedure) about appointment of an arbitrator to an arbitral tribunal of three arbitrators, the other party (recipient of the original notice), does not notify the first party in response about of the arbitrator appointed by it, the second arbitrator shall be appointed in accordance with the following rules:

a) the first party may ask the competent person (body) previously agreed upon by the parties - the President of the Arbitration Court or the President of the International Union of Commerce and Industry (London, UK), to appoint the second arbitrator;

b) if a competent person (body) is not agreed upon by the parties within 5 days of receipt by one party of the notice from other party of appointment of an arbitrator to the three-arbitrator tribunal, the second arbitrator shall be appointed by the President of the Arbitration Court within 24 hours after accrual of the relevant right.

7. Two arbitrators appointed in accordance with the rules of this article by the parties or by a competent person (body) on their behalf, within three calendar days shall select the third arbitrator of the arbitral tribunal consisting of three arbitrators from the Official Register of the Arbitration Court judges. If the arbitrators appointed in accordance with the rules of this article by the parties or by a competent person (body) on their behalf, are not professional lawyers, the third arbitrator must be elected from among professional lawyers listed in the Official Register of the Arbitration Court judges, who best meet the requirements stated in par. 4 of this article.

8. If within 15 days after the second arbitrator is appointed, two arbitrators appointed in accordance with the rules of this article by the parties or by a competent person (body) on their behalf, fail to select the third arbitrator, the latter shall be appointed by a competent person (body) under the procedure of appointing a sole arbitrator specified in art. 8.

9. The chairman of the arbitral tribunal consisting of three arbitrators, except for the cases specified in par. 5 of this article, shall be appointed within three days after the third arbitrator is selected or appointed, by unanimous consent of all arbitrators, in accordance with the rule stated in par. 4 of this article. When appointing the chairman of the arbitral tribunal consisting of three arbitrators, the arbitrators may fail to reach unanimous consent. In this case the chairman of the arbitral tribunal shall be appointed from among its arbitrators by the President of the Arbitration Court within 24 hours after accrual of the relevant right

10. The personal composition of the arbitral tribunal consisting of three arbitrators, as well as the chairman of such arbitral tribunal, shall be approved and assume formal authority to consider a dispute from the moment of entry into force of the Order of the President of the Arbitration Court.

Article 11. Peculiarities of the procedure for the appointment of arbitrators by a competent person (body)

1. If the competent person (body) is requested to appoint an arbitrator in accordance with art. 9 or art. 10 of these Regulations, the party making such request shall submit to the competent person (body): a) a copy of the notice of arbitration; b) a copy of the contract that results in or in connection with which the disputed controversies, claims and demands of the parties, as well as disputes related to execution, breach, termination or invalidity of such contract arise; c) a copy of the arbitration agreement, if not contained in the contract. A competent person (body) has the right to request from either party any information it considers necessary in order to appoint arbitrators.

2. When one or more persons are proposed for appointment as arbitrators, the respective proposals shall indicate full names, addresses, and information on citizenship, occupation and qualification of these persons.

3. In the event specified in this article, along with other criteria for selection and appointment of arbitrators as members of the arbitral tribunal considering a particular dispute, a competent person (body) shall also take into account (as far as possible) the following information: nature of the contract, features and circumstances of the dispute, national (state) affiliation, location and languages of the parties. In particular, if the parties come from different states, unless otherwise agreed between them, sole arbitrators or chairmen of arbitral tribunals consisting of 3 arbitrators, shall not be appointed from among persons representing the same states.

Article 12. Procedure for legalization of the arbitrator's status as a member of the arbitral tribunal considering a particular dispute

1. Only the Arbitration Court on its own behalf and in the way specified in these Regulations has the right to grant to a person the status of the arbitrator of the Arbitration Court and the powers of a member of the arbitral tribunal considering a particular dispute.

2. The sole arbitrator expected to consider a dispute in the Arbitration Court, selected in accordance with the rules of art. 9, shall be registered in the Secretariat of the Arbitration Court by filing (within the terms specified in these Regulations) the corresponding notices (proposals of one party and the other party's consent), or the agreement between the parties, or the decision of a competent person (body).

3. The party, having selected an arbitrator from the Official Register of the Arbitration Court judges as a member the arbitral tribunal consisting of three arbitrators, shall file a notice about this fact both to the other party and to the Secretariat of the Arbitration Court within the established period of time.

4. The Secretariat of the Arbitration Court, having been notified by the authorized persons about the selection of an arbitrator as a member of the arbitral tribunal, shall inform the corresponding person about it and ensure his/her proper participation in the consideration of the dispute as an arbitrator. In addition to informing the corresponding person about his/her appointment as an arbitrator of the arbitral tribunal considering a particular dispute, the Secretariat of the Arbitration

Court shall also inform him/her about the advance amount of remuneration, which the person can receive due to participation in the proceedings, as well as the criteria for possible final adjustment of remuneration in accordance with the rules established by the provisions of these Regulations.

5. A person acquires the status of an arbitrator of the arbitral tribunal for consideration of a particular dispute when the corresponding Order of the President of the Arbitration Court enters into force.

Article 13. Consideration of a recusal of an arbitrator of the arbitral tribunal considering a particular dispute

1. Before the President of the Arbitration Court issues the corresponding order a person selected by a party or appointed by a competent person (body) as an arbitrator of the arbitral tribunal shall inform the Secretariat of the Arbitration Court about any circumstances which may give rise to reasonable doubts of interested persons as to his/her impartiality or independence when participating in consideration of a dispute as an arbitrator of the arbitral tribunal. If such facts became known to the arbitrator after the President of the Arbitration Court had issued the Order on granting him/her the status of a member of the arbitral tribunal considering a particular dispute, the arbitrator must recuse himself/herself at any stage of the proceedings.

2. If an arbitrator recusing himself/herself has been selected by the party whose interests can be affected in the process of arbitration by facts that have led to the recusal, the decision on approval or disapproval of recusal of such arbitrator shall be made by the party that has selected him/her within 5 days of his/her recusal.

3. If an arbitrator recusing himself/herself motivates own actions by the circumstances that in the process of arbitration can affect the interests of the party which did not elect him as a member of the arbitral tribunal, or if the arbitrator recusing himself/herself has been selected as the third arbitrator of the arbitral tribunal under art. 9, such recusal must be approved by the President of the Arbitration Court within 5 days of the corresponding person's recusal.

4. If an arbitrator recuses himself/herself due to the circumstances that give rise to doubts on the objectivity, impartiality and efficiency of his/her participation in the proceedings as a member of the arbitral tribunal, regardless of interests of any of the disputing parties, such recusal is to be approved by the President of the Arbitration Court within 5 days of the corresponding person's recusal.

5. In case the recusal of the arbitrator of the arbitral tribunal consisting of three arbitrators is approved, in accordance with the rules of this article, a new arbitrator replacing the former one shall be appointed as follows:

5.1. If the arbitrator excluded from the arbitral tribunal had been selected before by one of the parties, that party shall select a new arbitrator in accordance with the rules of art. 10 within 5 calendar days;

5.2. If the arbitrator excluded from the arbitral tribunal had been selected before as the third arbitrator of the arbitral tribunal in accordance with the rules of art. 10, a new arbitrator shall be selected within 3 calendar days by two arbitrators appointed by the parties from the list proposed by the President of the Arbitration Court and containing not less than 3 and not more than 5 candidates from the Official Register of the Arbitration Court judges. If within the specified period the arbitrators appointed by the parties do not select a third arbitrator to the arbitral tribunal of three arbitrators, then the next day after the expiration of that period, an arbitrator shall be appointed by the President of the Arbitration Court.

6. The arbitrator elected as a member of the arbitral tribunal consisting of three arbitrators under the procedure specified in par. 5 of this article shall automatically acquire the status of the chairman of the arbitral tribunal.

Article 14. The right to challenge an arbitrator

1. Any arbitrator at any stage of arbitral proceedings may be challenged by an interested party to the dispute if any known facts give rise to reasonable doubts as to his/her impartiality or independence.

2. A party may challenge an arbitrator it had appointed only for reasons which became known to it after such appointment.

Article 15. Procedure for official request to challenge an arbitrator

1. A party that intends to challenge an arbitrator shall officially announce this by filing the motivated notification to the Secretariat of the Arbitration Court, as well as to persons specified in part 2 of this article, within 15 days after receiving information about the appointment of the challenged arbitrator, or within 15 days after the circumstances referred to in articles 13 and 14 became known to this party.

2. A notice of challenge shall be sent by the party having initiated the challenge to the other party, to the challenged arbitrator and to other members of the arbitral tribunal consisting of three arbitrators. Such notice shall be drafted in writing and contain a well-reasoned statement of the grounds for challenge.

Article 16. Challenging an arbitrator at the initiative of one party with the consent or without objection of the other party and the challenged arbitrator himself/herself

1. In case one of the parties challenges an arbitrator, the other party may agree to recusal. Similarly, the arbitrator being challenged may recuse himself/herself. In these cases, neither such consent nor such recusal assume recognition of grounds for such recusal.

2. The final decision on the recusal of an arbitrator is formalized by the corresponding order of the President of the Arbitration Court.

3. In order to replace an arbitrator challenged on the initiative of one party with the consent or without objection of the other party (and the arbitrator himself/herself), the procedure specified in part 5 of the art. 13 shall be applied.

Article 17. Approval of request to challenge an arbitrator in case of objection of the other party or the arbitrator himself/herself

1. The party objecting to the challenge of an arbitrator requested by another party, as well as the arbitrator disagreeing with his recusal may, within 5 days of receipt of notice of challenge, send his/her well-reasoned objection to the challenge to the challenging party.

2. If the request to challenge an arbitrator is made by one of the parties, but the other party does not agree with such challenge, or the challenged arbitrator does not recuse himself/herself, the request to challenge an arbitrator shall be approved in accordance with the following procedure:

2.1. Within 10 days of receipt by the challenging party of a written objection to the challenge from the other party or the arbitrator, the challenging party has the right to send a petition for approval of its request for challenge to the Secretariat of the Arbitration Court;

2.2. The petition for approval of request for the challenge of an arbitrator submitted by the challenging party to the Secretariat of the Arbitration Court shall be considered by the President of the Arbitration Court within three days of receipt of such petition;

2.3. The petition for approval of request for the challenge of an arbitrator is considered, and a final decision on it is made by the President of the Arbitration Court in accordance with the rules of international law, and also on the basis of the generally accepted standards of legal regulation and understanding of social justice, taking into account the experience of effective resolution of similar legal issues, known in the world legal practice.

3. If the request for the challenge of an arbitrator is approved by the President of the Arbitration Court, a new arbitrator with the status of the chairman of the arbitral tribunal of three arbitrators shall be selected or appointed in accordance with the procedure specified in paragraphs 5 and 6 of the art. 13.

Article 18. Replacement of an arbitrator

1. In case of death or resignation (rejection to further perform duties imposed on the corresponding person at his/her own initiative) of an arbitrator in the process of arbitration, a new arbitrator shall be selected or appointed in accordance with the procedure specified in paragraphs 5 and 6 of the art. 13.

2. In the case of inaction of an arbitrator, or his/her de jure or de facto inability to perform his/her functions, on the initiative of the Secretariat of the Arbitration Court, the procedure of compulsory recusal of an arbitrator from participating in arbitration as a member of the arbitral tribunal considering a particular dispute shall apply. It may last no longer than 15 days. In this case, by the Order of the President of the Arbitration Court, the person shall be withdrawn from participating in arbitration, and a new arbitrator shall be selected or appointed in accordance with the procedure specified in paragraphs 5 and 6 of the art. 13.

Article 19. Repetition of hearings if an arbitrator is replaced

1. In case of replacement, in accordance with articles 16-18, of a sole arbitrator or an arbitrator who is the chairman of the arbitral tribunal consisting of three arbitrators, any hearings that took place before the replacement of an arbitrator shall be repeated.

2. In case of replacement of any arbitrator of the arbitral tribunal consisting of three arbitrators, who is not the chairman, all or certain hearings, which took place before the replacement of an arbitrator, can be repeated at the discretion of the arbitral tribunal or upon the request of either party.

Section III. Arbitral proceedings

Article 20. General Provisions

1. Subject to these Regulations or the UNCITRAL Arbitration Rules (which is specified by the parties in the arbitration clause or the arbitration agreement), the arbitration tribunal of the Arbitration Court considering a particular dispute may conduct the arbitration in the manner it considers the most appropriate and effective as to the corresponding case.

2. In the course of arbitral proceedings, the arbitral tribunal of the Arbitration Court considering a particular dispute must ensure equality of the parties. The parties must be equally provided with all available and necessary opportunities to present and substantiate their positions at any stage of the proceedings.

3. All actions and decisions made by the arbitral tribunal of the Arbitration Court considering a particular dispute shall comply with the rules of international law. They must be grounded on the generally accepted standards of legal regulation and understanding of social justice, taking into account the experience of effective resolution of similar legal issues, known in the world legal practice.

4. The arbitral tribunal of the Arbitration Court considering a particular dispute, may motivate its conclusions, observations and recommendations related to the case under consideration, based on the collective (or individual –when a dispute is considered by the arbitral tribunal consisting of one arbitrator) legal awareness and legal understanding of members of the arbitral tribunal with regard to their perception and analysis of legal norms, facts and events that require legal treatment and making legally relevant decisions.

5. The arbitral tribunal of the Arbitration Court considering a particular dispute is not obliged to comply with or to take into account the precedents of decisions in similar disputes made by other tribunals of the Arbitration Court or other international commercial arbitration or national courts of various countries at all levels, as well as external private opinions and official national and international acts that have no regulatory effect and do not obligatorily apply to the activities of the Arbitration Court or a dispute under its consideration.

6. The arbitral tribunal of the Arbitration Court considering a particular dispute must ensure comprehensive, complete and objective investigation of all circumstances of the dispute, and make an impartial award on it.

7. The Arbitration Court as a whole, as well as arbitrators (or a sole arbitrator) of the arbitral tribunal considering a particular dispute must ensure adequate understanding and correct application by arbitrators of the rules of these Regulations or the UNCITRAL Arbitration Rules, international legal acts related to activities of the Arbitration Court, as well as the rules of substantive law of individual states, applicable to regulation of a contract, which any dispute under consideration is connected with.

8. Either party at any stage of proceedings has the right to address the arbitration tribunal and request certain actions in the course of arbitral proceedings related to examination of certain documents, facts or circumstances. The arbitral tribunal shall satisfy such request, if it is made within the competence of the requesting party and its satisfaction would provide objective evidence substantiating this party's position in the dispute (which was not previously considered in the proceedings). Having satisfied such request, the arbitral tribunal shall hold meetings to examine the submitted documents and material evidence, hearing of witnesses (including experts), and, if necessary, initiate oral argument of the parties and witnesses.

9. In the absence of the corresponding requests of the parties to perform certain actions in the course of arbitral proceedings related to examination of certain documents, facts or circumstances, the arbitral tribunal may independently (based on the actually collected case findings and the completeness, comprehensiveness and objectivity of examination of the case) decide whether to hold separate hearings associated with collection and examination of additional documents, individual circumstances and facts, or to conduct proceedings on the basis of already available documents and other materials.

10. Copies of all documents or information submitted by one of the parties in the course of the proceedings to the arbitral tribunal of the Arbitration Court shall at the same time be submitted for examination to the other party.

11. All hearings and other legally relevant events directly associated with arbitral proceedings and conducted by the arbitral tribunal considering a particular dispute assume preparation of minutes and other procedural documents, recording all phases and content of arbitral proceedings. These minutes and other procedural documents shall be drawn up by authorized officials of the Secretariat of the Arbitration Court and signed by them, by arbitrators of the arbitral tribunal considering a particular dispute and, if necessary, by the parties and other persons participating in the proceedings.

Article 21. Place of arbitration

1. Unless the parties agree on the place of arbitration, such place is determined by the President of the Arbitration Court taking into account the recommendations given by the arbitrators of the arbitral tribunal considering the corresponding dispute. The actual circumstances of the arbitration, the criteria of reasonability, and the need to ensure the objectivity and effectiveness of arbitration shall be taken into account as well.

2. The arbitral tribunal considering a particular dispute has the right to determine the actual place of arbitration (in coordination with the President of the Arbitration Court) within the country or the city agreed upon by the parties. The arbitral tribunal may also (in coordination with the President of the Arbitration Court as well) hear witnesses and arrange consultative meetings of its members at any place it considers appropriate, with regard to the circumstances of the case.

3. The arbitral tribunal may, if necessary, meet at any place it considers appropriate to examine property or documents, if it is impossible to arrange such examination at the main place of proceedings without misrepresentation of the circumstances relevant to the dispute under consideration, damage to the property or documents or other damage to legitimate rights and interests of individuals. In this case the parties shall be notified in advance of time and place of examination of property or documents in order to enable them to attend such examination and, if necessary, to provide corresponding explanations.

4. Award on the dispute considered by the arbitral tribunal shall be made in the place of arbitration.

Article 22. Language of Arbitration

1. Parties have the right to determine the language of arbitration in an arbitration clause or in the arbitration agreement.

2. Subject to agreement of the parties, the arbitral tribunal, after assuming authority to consider a particular dispute, shall immediately determine the language or languages to be used in arbitral proceedings. This decision applies to the statement of claim, statement of defense, any other written statements and testimony of the parties, witnesses and experts, as well as all oral

statements and testimony of the parties, witnesses and experts (in case of oral hearings) important for the full, comprehensive and objective examination of the dispute by the arbitral tribunal.

3. The arbitral tribunal may decide that any documents attached to the statement of claim or the statement of defense, as well as any supplementary documents or evidence presented during the proceedings in their original language, shall be accompanied by translation into the language or languages agreed upon by the parties or determined by the Arbitration Court.

4. If necessary, the arbitral tribunal may decide that professional translators shall be involved in the arbitral proceedings when examining all or certain circumstances of the dispute. This may be done to ensure adequate understanding of the content of written and oral statements and testimony of the parties, witnesses and experts by arbitrators, parties and other participants of the proceedings.

Article 23. Statement of claim

1. In accordance with art. 6 of these Regulations the statement of claim is a necessary part of the notice of arbitration sent by the claimant to the respondent.

2. The absence of a statement of claim in the notice of arbitration, all other things being equal, indicates the invalidity of the notice of arbitration as a legal ground for the commencement of arbitration (improper notice).

3. A notice of arbitration, which does not contain a statement of claim may be valid and serve as the ground for the commencement of arbitration only in cases provided for in par. 4 of this article (proper notice).

4. A notice of arbitration is considered proper even in the absence of a statement of claim, if the following is attached to such notice by the claimant: a) proofs of the facts having objectively prevented the claimant from drawing up the statement of claim together with the notice of arbitration, and b) an obligation to submit the statement of claim to the defendant and the Secretariat of the Arbitration Court within 14 days of receipt of the notice of arbitration by the defendant. In this case, the legal regime of a proper notice of arbitration in the absence of a statement of claim has the following content:

4.1. The facts that shall be considered as the objective circumstances having prevented the claimant from drawing up the statement of claim together with the notice of arbitration, are: a) documented illness (incompatible with the possibility for the person to perform legally relevant actions without harm to his/her health) or death of the claimant or other persons whose actions affect the possibility of obtaining the necessary evidence supporting the claim by the claimant (in case of his/her death –by the legal successor of the claimant), b) documented facts of an objective delay, independent of the actions and the will of the claimant, in obtaining the necessary material, documentary or other evidence supporting the claim, or c) other objective circumstances which shall be considered as valid reasons by the Secretariat of the Arbitration Court in the context of this article of the Regulations.

4.2. The decision to accept the notice of arbitration as a proper notice in the absence of a statement of claim is made by the Secretariat of the Arbitration Court within three days of receipt of such notice. The parties to the arbitral proceedings shall be informed about this fact as soon as possible.

4.3. A notice of arbitration, which does not contain a statement of claim, will become valid and serve as the ground for the commencement of arbitration by the decision of the Secretariat of the Arbitration Court after the respondent receives such notice.

4.4. If within 14 days of receipt by the respondent of a notice of arbitration containing no statement of claim, but accepted by the Secretariat of the Arbitration Court as a proper notification, the statement of claim is not sent by the claimant both to the defendant and the Secretariat of the Arbitration Court, the initial notice of arbitration shall automatically become improper and arbitration proceedings initiated by it shall be terminated.

4.5. A person having sent the improper notice to the defendant and the Secretariat of the Arbitration Court may at any time initiate arbitral proceedings on the same grounds and

subject-matter of action by sending the proper notice containing the statement of claim to the respondent and the Secretariat of the Arbitration Court.

4.6. A statement of claim is drafted in the form of a written document. A copy of the contract and the arbitration agreement (if not contained in the contract itself) must be attached to this document.

4.7. A statement of claim shall include:

- a) names and addresses of the parties;
- b) statement of the facts supporting the claim;
- c) points at issue;
- d) relief or remedy sought.

4.8. The claimant may attach to his/her statement of claim all documents he/she considers relevant, or may refer to documents or other evidence he/she is going to present later.

Article 24. Statement of defense

1. Within 30 days of receipt of the statement of claim by the respondent (regardless of whether such statement is sent by the claimant together with the notice of arbitration, or separately), the respondent shall send his/her statement of defense to the claimant and to the Secretariat of the Arbitration Court.

2. The statement of defense shall include statement of factual and legal arguments of the respondent supporting his/her position with respect to claims and demands of the claimant stated in paragraphs b), c) and d) of the statement of claim (sub-par. 4.7. of the art. 23). The respondent may attach the documents supporting his/her position to his/her statement of defense, or may refer to documents or other evidence he/she is going to present later.

3. The respondent has the right to attach a counter-claim (factually and legally associated with the nature of the claim and arising from the same contract) to his/her statement of defense and send it to the claimant and the Secretariat of the Arbitration Court.

4. The respondent has the right to attach a claim relied on for the purpose of a set-off (factually and legally associated with the nature of the claim and arising from the same contract) to his/her statement of defense and send to the claimant and the Secretariat of the Arbitration Court,.

5. A counter-claim or a claim relied on for the purpose of a set-off can be stated by the respondent after the commencement of consideration of the claim on its merits - at any stage of arbitral proceedings, up to the moment the arbitral tribunal makes its award (if the arbitral tribunal considering the dispute admits that under these circumstances the delay was justified).

6. Provisions of these Regulations regulating the legal regime of a statement of claim shall apply to a counter-claim and a claim relied on for the purpose of a set-off.

Article 25. Amendments to the stated claims or points of defense

1. At any stage of arbitral proceedings, up to the moment the arbitral tribunal makes its award, either party may amend or supplement its stated claims or points of defense if the arbitral tribunal considering the particular dispute deems it appropriate to allow such amendments or additions, with regard to the factual and legal circumstances of the dispute, the factor of stating new or modified claims and points of defense with the delay (in relation to the procedural actions previously performed in the course of arbitral proceedings) or any other circumstances significant in terms of objective consideration of the dispute and making a grounded and fair award.

2. A claim under any circumstances may not be amended in such a manner that its factual content and legal nature would fall outside the scope of the arbitration clause or a separate arbitration agreement.

Article 26. Resolving issues of the jurisdiction of the Arbitration Court over a dispute

1. The arbitral tribunal considering the particular dispute, may make a decision concerning the jurisdiction of the Arbitration Court over such dispute (the scope of competence of the Arbitration

Court) in its discretion, and in the order of consideration of pleas of the parties as to the jurisdiction of the Arbitration Court, including issues of recusal based on absence or invalidity of the arbitration clause or a separate arbitration agreement.

2. The arbitral tribunal considering the particular dispute has the competence to determine the existence or validity of the contract including the arbitration clause, or the contract in connection with which the parties have concluded an arbitration agreement. For the purposes of this article, an arbitration clause (which is the part of the contract) providing for arbitration under these Regulations (as well as the separate arbitration agreement with similar content) shall be treated as agreements independent of other terms of such contracts. A decision by the Arbitration Court that the contract is null and void shall not entail ipso jure the invalidity of the arbitration clause or the arbitration agreement.

3. A plea that the arbitral tribunal does not have jurisdiction shall be raised by the corresponding party not later than the submission of the statement of defense, or, in relation to a counter-claim - defense to the counter-claim.

4. Usually, the arbitral tribunal considering the particular dispute may rule on a plea as to the jurisdiction of the Arbitration Court as a preliminary question. However, the arbitral tribunal may continue the arbitral proceedings and solve the question of recusal and jurisdiction in its final award.

Article 27. Additional written statements

In the process of arbitral proceedings the arbitral tribunal considering the particular dispute, determines what other written statements, besides the ones previously submitted by the parties, shall be requested from the parties (or may be submitted by them) in addition to statements of claim and defense, and also specifies terms for filing such claims.

Article 28. Terms

1. Terms established by the arbitral tribunal in the process of arbitral proceedings for the submission of written statements by the parties or taking certain actions (except for the terms directly established by these Regulations in respect of certain actions of the parties) shall not be less than 3 days and more than 45 days.

2. The concrete duration of any terms is determined by the arbitral tribunal taking into account the factual and legal circumstances of the dispute and objective capabilities of the parties.

3. The arbitral tribunal may extend the terms it has established if it considers it reasonable.

4. The terms directly established by these Regulations may be extended with the consent of the President of the Arbitration Court by the decision of the arbitral tribunal considering a particular dispute by the request of the corresponding party, stating the objective circumstances that prevent this party from performing necessary actions in due time.

Article 29. Evidence

1. Each party shall have the burden of proving the facts relied on to support its claim or defense.

2. Evidence shall be presented in any form, which is allowed by the arbitral tribunal and is able to ensure objective communication of information related to the point at issue and able to characterize the facts and circumstances considered in the course of arbitration.

3. In order to be approved by the arbitral tribunal as carriers of information legally relevant for the arbitration the evidence must meet the criteria of relevance and admissibility. The arbitral tribunal considering a particular dispute shall determine the admissibility, relevance, materiality and weight of each evidence presented by the parties, and shall decide whether to admit information, material and immaterial objects and documents offered as evidence by the parties to be considered in the proceedings.

4. The relevance of evidence implies that the evidence is the carrier of information directly relating to the merits of the dispute and the circumstances considered in the course of arbitration.

5. The admissibility of evidence implies that the evidence was obtained by the party in a lawful way, without violating the legally protected (by means of international law and the national

legislation of states on the territory of which the corresponding evidence has been received) rights and freedoms of other persons.

6. The arbitral tribunal considering the particular dispute may, if it considers it reasonable, require either party to deliver to the tribunal and to the other party a full list of documents and other evidence (a summary of evidence) which that party intends to present in the course of arbitral proceedings in support of its position (claims, comments or defense). If the tribunal requests a summary of evidence from the party, such summary shall be delivered to the arbitration tribunal and the other party within the period determined by the arbitral tribunal.

Article 30. Hearings

1. In the event of an oral hearing, the Secretariat of the Arbitration Court shall send to the parties an advance notice with the date, time and place of such proceedings. It shall be received by the parties presumably 20-30 days before the proceedings start.

2. If in the course of arbitral proceedings a party intends to prove its position in the dispute by hearing the testimony of witnesses, this party shall, at least 15 days before the hearing, notify the arbitral tribunal and the other party of such intention. In the notice of hearing of witnesses, the party that initiates a voucher shall indicate the names and addresses of the witnesses, the facts to be confirmed by certain witnesses, as well as the languages used by such witnesses to give testimony.

3. In the course of arbitration there may be the need to hear witnesses able to give testimony only in a language not understood by any party or members of the arbitral tribunal. There may also be the need to study documents written in such language (to be decided by the arbitral tribunal considering the particular dispute). In this case the Secretariat of the Arbitration Court shall take all necessary measures to provide proper translation of oral statements made and the documents considered in the course of the proceedings (and also to draw up the minutes). A similar decision may be made by the tribunal if the parties have agreed on translation of oral statements and documents into a certain language (languages) and notified the Secretariat of the Arbitration Court at least 15 days before the commencement of the proceedings.

4. Hearings shall be held in camera unless the parties agree otherwise. The arbitral tribunal may require the retirement of any witnesses during the testimony of other witnesses. The arbitral tribunal is free to determine the manner in which witnesses are examined.

5. At any time prior to the actual beginning of the scheduled hearing the arbitral tribunal considering the particular dispute has the right to demand from either party a notice about the persons they intend to call as witnesses, as well as the circumstances a certain witness can confirm and their relevance to the points at issue. The arbitral tribunal may at its discretion permit, deny or limit the speech of witnesses regardless of whether they are witnesses confirming certain facts or experts witnesses.

6. Any witness giving oral testimony may be examined by either party or their official representatives under supervision of the arbitral tribunal considering the particular dispute. The arbitral tribunal may ask witnesses any questions it considers relevant at any stage of examination of such persons.

7. Subject to obligatory compliance with these Regulations and any law applicable to the dispute, the parties or their legal representatives have the right to converse with any witness or person that may potentially be involved in the proceedings as a witness, before his/her speech at the hearing.

8. Evidence of witnesses may also be presented in the form of written statements signed by them.

Article 31. Interim measures of protection

1. At the request of either party, the arbitral tribunal considering a particular dispute, if necessary, may take any known in global arbitration practice and generally applicable interim measures (legally admissible in the country of actual implementation of such interim measures) it deems necessary.

2. The interim measures are applied in order to ensure proper fulfillment by the respondent of the corresponding material obligation in favor of the claimant in case the arbitral tribunal decides on full or partial satisfaction of the claim.
3. Interim measures shall be sufficient for satisfaction of the claim and shall not be excessive.
4. Interim measures shall be selected by the arbitral tribunal on the principle of the least onerousness of their implementation for the parties and the Arbitration Court.
5. Interim measures may be applied by decision of the arbitral tribunal in relation to property forming the subject-matter of a dispute or, taking into account the actual circumstances of arbitral proceedings, other liquid property, the value of which is equivalent to the amount of the claim of the party initiating the interim measures.
6. In some cases, a decision made by the arbitral tribunal on imposing a ban on the commitment by the party of certain actions or an order to the party to commit certain actions may act as an interim measure. In such cases, on the ground on the corresponding decisions of the arbitral tribunal special legal documents shall be drawn up with the participation of the party to which the interim measures apply. These documents will indicate the specific obligation of the party to which the interim measures apply.
7. Interim measures are applied only when the arbitral tribunal agrees with the arguments of the party initiating the application of interim measures that in case such measures are not applied to certain property owned or controlled by the other party, later it will be impossible to enforce the award of the arbitral tribunal in respect of this property or other liquid property, the value of which is equivalent to the amount of the claim of the party initiating the application of interim measures.
8. Making a decision on the selection of interim measures for claims relating to the repayment of financial obligations or payment of penalties and compensation for incurred losses, the arbitral tribunal has the right to apply interim measures: a) in the first place –in relation to funds in the possession of the respondent, b) if the respondent does not have any funds, or has insufficient funds to cover the obligations towards the claimant –in relation to other liquid property in the possession of the respondent, the value of which is equivalent to the amount of the claim (or its part which is not covered by funds in the possession of the respondent) to which interim measures have been already applied.
9. Interim measures for claims specified in par. 7 of this article shall apply to the property which the respondent at the time of arbitration is entitled to dispose of at his/her own discretion and in his/her favor.
10. Interim measures for claims specified in par. 7 of this article shall not apply to the items of property encumbered in the form of mortgage, arrested or being under any other official restriction on the disposal of such property.
11. Interim measures for claims specified in par. 7 of this article apply: a) in the first place - to the liquid property with commercial purpose in the possession of the respondent, b) if the respondent does not have any liquid property with commercial purpose, or has insufficient liquid property to cover the obligations towards the claimant- in relation to other liquid property in possession of the respondent, provided that the interim measures shall be first applied to the property, restrictions on the disposal of which are least likely to infringe upon the rights and interests of the respondent.
12. Interim measures may be applied by the arbitral tribunal in the form of an interim award.
13. The arbitral tribunal may request the repayment of costs related to the interim measures from the claimant who initiated such measures. In the event the arbitral tribunal later decides to satisfy the claim, the claimant's expenses for the repayment of the costs related to the interim measures shall be repaid by the respondent.
14. A request for interim measures in relation to property forming the subject-matter in dispute or relating to the satisfaction of claim considered by the arbitral tribunal, addressed by any party to arbitral proceedings to any judicial authority or a court shall not be deemed incompatible with the arbitration agreement, or as a waiver of that agreement.

Article 32. Experts

1. In order to ensure objective examination of the circumstances relating to the arbitration and requiring explanations of qualified experts in certain fields of activity or knowledge for their adequate analysis, the arbitral tribunal may appoint one or more experts able to provide the arbitral tribunal with necessary professional explanations.

2. Following the results of the examination concerning the issues determined by the arbitral tribunal experts provide (in writing) the arbitration tribunal with reports containing answers to the questions raised by the arbitration tribunal. A copy of the decision to conduct an expert study entrusted by the arbitral tribunal at a particular expert shall be communicated to the parties by the Secretariat of the Arbitration Court.

3. The parties shall give the expert officially appointed by the arbitral tribunal any information relevant to the essence of his/her assignment or present for his/her inspection any relevant documents or goods that the expert may require in order to conduct an expert study. Any dispute arising between a party and an expert as to the validity of the request for information, documents or goods shall be referred to the arbitral tribunal for consideration.

4. Having received the expert's report, the arbitral tribunal shall communicate a copy of the report to the parties who shall be given the opportunity to express (in writing) their opinion on the report. Either party shall be entitled to examine any document on which the expert has relied in his/her report.

5. At the request of either party the expert (after examination of the report in a stated term by the arbitral tribunal and the parties) may be heard at a hearing where the parties shall have the opportunity to be present and to interrogate the expert. At this hearing either party may present its expert witnesses in order to testify on the points at issue. To this procedure, the provisions of articles 29 and 30 of these Regulations shall apply.

Article 33. Failure to present documents or default of a party

1. If within the period specified by these Regulation, the claimant fails to submit the statement of claim without indicating a valid reason, the arbitral tribunal considering the particular dispute, shall decide on the termination of the proceedings.

2. If within the period specified by these Regulations, the respondent fails to submit the statement of defense without indicating a valid reason, the arbitral tribunal may decide to continue the proceedings without waiting for an official response to the statement of claim.

3. If one of the parties, having been duly notified in accordance with these Regulations of the commencement, time and place of arbitration, does not attend the hearing without indicating a valid reason, the arbitral tribunal may continue proceedings.

4. If one of the parties, duly invited to produce documentary or material evidence to support its position on the nature and individual circumstances of the dispute, fails to do so within the established period without indicating a valid reason, the arbitral tribunal may make the award using the evidence submitted before.

Article 34. Closure of hearings

1. The arbitral tribunal considering a particular dispute, after having examined all materials and evidence presented by the parties and collected in the course of the arbitral proceedings, may inquire of the parties if they have any further proof to offer or witnesses to be heard or submissions to make and, if there are none, it may declare the hearings closed.

2. If the arbitral tribunal considers it necessary owing to exceptional circumstances, it may decide, on its own initiative or at the request of a party, to reopen the hearings at any time before the award is made.

Article 35. Waiver of the right to refer to these Regulations

Any party knowing that any provision or requirement stated in these Regulations has not been observed and yet proceeding with the arbitration without promptly stating its objection to such non-compliance, shall be deemed to have waived its right to object.

Section IV. Arbitration award

Article 36. Making an award

1. The arbitral tribunal consisting of three arbitrators shall make an award or any other decision of the arbitral tribunal by a majority of the arbitrators.
2. In the case of procedural matters, when the arbitral tribunal consisting of three arbitrators does not have a decision supported by a majority of the arbitrators, the chairman of the arbitral tribunal shall have the casting vote when making a final decision.
3. The arbitrators of the arbitral tribunal consisting of three arbitrators may by their unanimous vote authorize the chairman of the tribunal to make decisions on certain procedural matters of arbitral proceedings on his/her own. However, such decisions made solely by the chairman of the tribunal, may be revised at the request of a party to arbitration or a majority of members of the arbitral tribunal consisting of three arbitrators, not later than 10 days after the day the chairman of the tribunal makes them.
4. If any arbitrator of the arbitral the tribunal consisting of three arbitrators refuses or fails to sign the award, in order to attain full legitimacy such award shall be signed by the majority of arbitrators of the arbitral tribunal, with obligatory statement of the reason for the absence of the signature of one of the arbitrators.
5. When making arbitration awards in accordance with these Regulations, the arbitral tribunal considering the particular dispute, is obliged to exert every possible, permissible and reasonable effort to ensure that the award shall be legally feasible.

Article 37. Form and legal effect of an arbitral award

1. The arbitral tribunal has the right to make final, interim, interlocutory and partial awards. The arbitral tribunal shall indicate the status of the award in its preamble.
2. The final award is a concluding document that fully documents a formal decision of the arbitral tribunal as to the results of the conducted arbitration, which is complete and binding for the parties to the arbitration. The final award in its content records a legal evaluation by the arbitral tribunal of all matters forming the nature of the parties' disputed relations, which were reflected in their statements of claim and defense, and have been investigated in the course of the arbitration. The final award shall not be further revised by the arbitral tribunal. It shall enter into force within the time specified in the award, and is binding for the parties.
3. The partial award is characterized by the following features:
 - a) for a separate part of the claim and points of defense, in respect to which the decision has been made (binding for the parties and not to be further revised by the arbitral tribunal) - it has the status of a final award;
 - b) with respect to other part of the claim and points of defense, that were not considered by the arbitral tribunal or upon which the decision binding for the parties has not been made - it provides for subsequent continuation of the arbitration.
4. Interim arbitral awards are aimed at creating necessary conditions for the parties to arbitration to exercise their rights and legal interests, and also to ensure the dynamic process of the dispute consideration with no undue procedural delays. Such awards can include, along with others, arbitral awards aimed at proper organization of arbitral proceedings using the measures which are not directly related to the interests of the parties.
5. Interlocutory arbitral awards are aimed at creating necessary conditions for the proper organization of arbitral proceedings and fair resolution of the dispute using the measures which affect the rights and interests of the parties directly related to the nature of the dispute under consideration. In further interlocutory arbitral awards become an integral part of a final arbitral award.
6. The arbitral award shall be issued by the arbitral tribunal in the form of a written document drawn up on behalf of the Arbitration Court using its letterhead. It shall be signed by the arbitrators of the arbitral tribunal having considered the particular dispute, certified by the signature of the President of the Arbitration Court (or his authorized representative), as well as the official seal of the

Arbitration Court. Where there are three arbitrators in the arbitral tribunal having considered the particular dispute and one of them refuses or fails to sign the award, such award shall include the reason for the absence of the signature of such arbitrator.

7. The list of arbitrators of the arbitral tribunal which made the award shall be indicated in this award.

8. Parties undertake to carry out the award without delay, in full, and in the terms specified in such award.

9. The arbitral tribunal shall state the reasons upon which the award is based, unless the parties have agreed that no reasons for the award are to be given.

10. In addition to signatures of the arbitrators the arbitral award shall also contain the date and place of the award.

11. The award may be published or otherwise made publicly available only with the consent of both parties.

12. Properly made copies of the award shall be sent to the parties by the Secretariat of the Arbitration Court.

13. If the law of the country where the award is made requires its registration, other form of legalization or depositing by the state authorities or organizations accredited by the state, the Secretariat of the Arbitration Court shall meet this requirement within the period determined by such national legislation.

14. Agreeing to hold arbitration in accordance with the provisions of these Regulations, the parties undertake to carry out arbitral awards without delay, and waive their right to any form of appeal or plea to a court or other judicial authority, to the extent to which such waiver can be made in a legally valid way.

15. Arbitral awards are final and binding for the parties from the date they are made.

Article 38. Applicable law

1. The arbitral tribunal considering a particular dispute shall apply the law agreed by the parties as the law applicable to the settlement of the dispute on the merits. In the absence of such agreement, the arbitral tribunal shall apply the law determined in accordance with the conflict-of-laws rules it considers applicable.

2. Regardless of the peculiarities of content and form of the controversy, as well as the specific circumstances of the dispute consideration, the arbitral tribunal shall make an award in accordance with the provisions of the contract and with regard to the trade practices applicable to the transaction.

Article 39. Conflict-of-laws rules

1. Conflict-of-laws rules are a legal mechanism used to determine (by an arbitral tribunal) a particular national legislation, which shall be recognized by the arbitral tribunal as the law applicable to the regulation of relations between the parties and consideration of their dispute on its merits.

2. The "scope" of a conflict-of-laws rule defines the range of relations to be covered by the rule, and the "connecting factor" ("localizer") contains a reference to the signs for determining the applicable law.

3. When applying the conflict-of-laws rules the arbitral tribunal has the discretion to implement the principles of connecting a specific national law with regulation and legal treatment of controversies traditional for international law. Among them the most common, for example, are the following: the personal law of an individual (*Lex personalis*), the personal law of a legal entity (*lex societatis*), the law of the place where the property is situated (*Lex rei sitae*), the principle of autonomy of will (*Lex voluntatis*), the law of the place where the contract is made (*lex loci contractus*), law of the place where relevant performance occurs (*lex loci solutionis*), the law of the place where the delict (tort) was committed (*lex loci delicti*), the law of the jurisdiction in which a

legal action is brought (*lex fori*), the law of the country whose flag the ship flies and where the ship is registered (*lex banderae*) and so on.

Article 40. Settlement of a dispute by an arbitral tribunal as "amiable compositeurs"

1. The arbitral tribunal may make an award as "amiable compositeurs" or *ex aequo et bono* (Latin for "from equity and conscience") only if the parties have expressly authorized the arbitral tribunal to do so, and if the law regulating the arbitration procedure permits such arbitration.

2. "Amiable compositeurs" is the type of justice that is aimed at developing by an arbitral tribunal of a method to solve the issues of law arising in the course of arbitral proceedings. It is not associated with strict observance of any rules of procedural and substantive law, but must contribute to the settlement of a dispute in the fairest possible manner.

3. Settlement of a dispute by the arbitral tribunal using the method of "amiable compositeurs", as well as the award made in such way cannot violate the rules of public policy of the countries in which the arbitral proceedings take place and the award is to be executed.

Article 41. Settlement agreement or other grounds for termination of proceedings

1. If, before the award is made, the parties agree on a settlement of the dispute, the arbitral tribunal shall issue an order for the termination of the arbitral proceedings due to reaching a settlement agreement.

2. The parties may apply to the arbitral tribunal with a request for making an award on the conditions agreed by the parties. In this case, the arbitral tribunal may satisfy the request of the parties without an obligation to state the reasons in the final award, if deems the arguments of the parties reasonable.

3. If, before making the final award, the continuation of arbitral proceedings becomes legally unreasonable, unnecessary or impossible for any other reason not mentioned in par. 1 and 2 of this article, the arbitral tribunal shall notify the parties of its intention to issue an order on termination of the proceedings. The arbitral tribunal may issue such order if no party raises well-founded objections against termination of the proceedings.

4. Properly made copies of the order on termination of arbitral proceedings or copies of the arbitral award shall be sent to the parties by the Secretariat of the Arbitration Court on agreed terms. When making an arbitral award on agreed terms, the relevant provisions of art. 37 of these Regulations shall apply.

Article 42. Interpretation of the arbitral award

1. Within thirty days of receipt of the award, any party (having notified the other party) may request the arbitral tribunal to give an interpretation of the award.

2. Interpretation shall be given in writing within 45 days after receiving the request. Interpretation is a part of the award, and in relation to it the relevant provisions of art. 37 of these Regulations shall apply.

Article 43. Correction of the arbitral award

1. Within thirty days of receipt of the award, any party (having notified the other party) may request the arbitral tribunal to correct any error of factual, descriptive, analytical or mathematical nature found in the award.

2. The arbitral tribunal within 30 days after receiving the request for correction of an error may: a) having accepted the arguments of the party which had requested correction of an error - decide on correcting the error in its award, or b) give the corresponding party a motivated refusal of such correction.

3. Within 30 days of making a final award on the dispute, the arbitral tribunal may correct any errors found by it in the award on its own initiative.

4. Correction of errors in the award made by the arbitral tribunal shall take the form of an official written document. In relation to this document the relevant provisions of art. 37 of these Regulations shall apply.

Article 44. Additional arbitral award

1. Within thirty days of receipt of the award, any party (having notified the other party) may request the arbitral tribunal to make an additional award in relation to claims presented and considered in the course of arbitral proceedings but omitted from the final award.
2. If the arbitral tribunal considers the request for an additional award to be justified, and decides that the omission can be corrected promptly without any further hearings or evidence, it shall amend its award within sixty days after receiving the request.
3. When making an additional award, the relevant provisions of art. 37 of these Regulations shall apply.

Section V. Remote consideration of a dispute

Article 45. Remote consideration of a dispute and its types

1. The parties, taking into account the factual circumstances of their relations and capabilities, as well as other factors relevant for them, in addition to the arbitration clause or arbitration agreement previously approved by them, may conclude an agreement to refer their dispute to the Arbitration Court for remote consideration - without actually holding the hearings with the physical attendance (presence) of the parties, their representatives and witnesses at the place of such hearings.
2. In accordance with the agreement of the parties remote consideration of a dispute may be conducted by providing the arbitral tribunal with documents supporting the parties' positions in the dispute or containing information important for objective and fair consideration of the dispute, as well as the documents requested by the arbitral tribunal considering the particular dispute.
3. In accordance with the agreement of the parties remote consideration of a dispute by the Arbitration Court may be conducted in two forms: a) remote consideration of a dispute on the basis of actually submitted documents, and b) remote consideration of a dispute in interactive mode.
4. Remote consideration of a dispute is performed by an arbitral tribunal in full accordance with these Regulations, especially with regard to regulating the procedures for the submission of the statement of claim by a claimant, submission of the statement of defense by a respondent and formation of the arbitral tribunal by the parties, but with account of the features specified in the rules of Section V of these Regulations.
5. For each document received from the parties in the course of remote consideration of a dispute the arbitral tribunal makes a substantiated decision whether to admit it to the arbitral proceedings as an evidence or to dismiss it based on the criteria of relevance, admissibility, or improper execution.
6. The parties participating in remote consideration of their dispute are required to respect the mode of consideration they have chosen and refrain from actions that might give them undue advantage in the production of evidence. Every time the parties violate the mode of remote consideration they have chosen, the tribunal may give the violating party an official reproof and dismiss information provided by them with violation - until this information is presented in proper form.
7. If the remote consideration of a dispute cannot ensure its objective and fair resolution, at any point of such proceedings the arbitral tribunal may, on mutual request of the parties or on its own initiative, make a reasoned decision to change the mode of further consideration to the ordinary one (with arrangement of actual hearings in the presence of the parties and with participation of other persons whose evidence is relevant to making an objective award on the dispute).
9. In the case of remote consideration of a dispute, the actual place of arbitration shall be the legal address of the Arbitration Court.

Article 46. Remote consideration of a dispute based on actually provided documents

1. Remote consideration of a dispute by the arbitral tribunal based on actually provided documents is conducted in the following way: the parties send to the Secretariat of the Arbitration Court the documents specified in par. 2 of the art. 45 of these Regulations, and the arbitral tribunal considering the particular dispute objectively analyzes them. Documents are delivered to the

Secretariat of the Arbitration Court personally by the parties or their official representatives, as well as by means of postal or courier services.

2. Documents sent to the arbitral tribunal for remote consideration of a dispute on the basis of actually submitted documents shall be originals or their duly certified copies.

3. In the course of remote consideration of a dispute by an arbitral tribunal on the basis of actually submitted documents, the testimony of the parties and their witnesses shall be presented in the form of written documents signed by these persons. Authenticity of such documents shall be officially certified in accordance with the requirements of international law and the law of the country the documents are drawn up in.

Article 47. Remote consideration of a dispute in an interactive mode

1. Remote consideration of a dispute in an interactive mode includes the following stages:

a) the parties send the documents specified in par. 2 of art. 45 of these Regulations via e-mail to the electronic address of the Arbitration Court, which is located on the private and protected from illegal and unauthorized interference website of the Arbitration Court;

b) the arbitral tribunal considering the particular dispute objectively analyses and legally evaluates the documents received in an interactive mode.

2. Remote consideration of the dispute in an interactive mode allows the parties to draw up and send to the relevant addressees all notices, including the notice of arbitration, the statement of claim, the statement of defense, and agreements made by the parties in relation to formation of the arbitral tribunal, using the software tools and e-mail.

3. All electronic notices sent by the parties to each other and to the arbitral tribunal, shall be certified by their protected electronic signatures, accompanied by a public key and the key certificate from the certification body.

4. Any electronic notices significant for arbitration, sent by the parties to any addressee, must be duplicated and sent (in compliance with the requirements of par. 3 of this article) to the arbitral tribunal and to the other party in order to be accepted and considered by the arbitral tribunal. A notice shall be considered received by the arbitral tribunal or by a party when there is evidence that a similar notice was received by all persons who were supposed to receive it in accordance with these Regulations.

5. In the course of remote consideration of a dispute in an interactive mode, the documents sent by the parties to the arbitral tribunal and the other party shall be presented in the form of electronic copies of original documents certified in accordance with the requirements of par. 3 of this article. However, on the initiative of the arbitral tribunal or at the request of an interested party, the arbitral tribunal may bind the other party to actually provide the corresponding original documents or their duly certified copies in accordance with the rules of art. 46 of these Regulations.

6. In the course of remote consideration of a dispute in an interactive mode, by the decision of the arbitral tribunal, the testimony of the parties and witnesses shall be documented and submitted to the arbitral tribunal either in the form of electronic documents meeting the requirements of par. 3 of this article, or in the form of written documents signed by these persons. Authenticity of such documents shall be officially certified in accordance with the requirements of international law and the law of the country the documents are drawn up in.

7. If necessary and technically available, in order to resolve some issues important for the arbitration the arbitral tribunal considering the particular dispute may arrange interactive hearings using means of visual communication. These hearings may involve the parties, witnesses, experts and other persons whose participation is considered necessary by the arbitral tribunal. Interactive hearings are conducted in accordance with the requirements established by these Regulations.

Section VI. Arbitration fees

Article 48. The concept and legal nature of arbitration fees

1. Arbitration fees are the amounts of money for various purposes charged by the Arbitration Court and paid by the parties to the dispute in connection with consideration of it by the corresponding

arbitral tribunal of the Arbitration Court. Fees are established by the arbitral tribunal considering a particular dispute in accordance with the rules of these Regulations and in coordination with the Secretariat of the Arbitration Court.

2. Arbitration fees are intended to cover the expenses incurred by the Arbitration Court in connection with the organization and conduct of the proceedings. Money from fees is also used to pay compensations to persons involved in arbitration for the expenses they incurred in connection with participation in arbitral proceedings, as well as remunerations of arbitrators and other persons participating in organizing and conducting the arbitral proceedings.

3. The arbitral tribunal considering a particular dispute, by agreement with the Secretariat of the Arbitration Court, establishes the amounts of the arbitration fees within the parameters specified by these Regulations, following the principles of reasonable sufficiency and fair selectivity, depending on the actual expenses related to the arbitral proceedings, the circumstances of the dispute and the factors characterizing the parties.

4. In relation to the counter-claims and claims relied upon for the purpose of a set-off, the arbitration fees shall be established as to an independent statement of claim - regardless of the primary (initial) claim.

Article 49. Types of arbitration fees

1. The following types of arbitration fees are used in the practice of the Arbitration Court:

1.1. Fixed arbitration fees charged in accordance with the value criteria established by these Regulations.

1.2. Compensating arbitration fees charged to pay the particular situational expenses associated with arbitral proceedings, incurred by the Arbitration Court and persons involved in arbitration.

2. The fixed arbitration fees of the Arbitration Court include the following types of monetary collections:

2.1. Registration fee - a fee intended to cover the initial expenses incurred by the Arbitration Court related to the organization and commencement of arbitral proceedings.

2.2. Administrative fee - a fee intended to finance the activities of permanent services of the Arbitration Court, to compensate for administrative costs, to maintain the activity of the Arbitration Court, and to pay material remuneration to permanent officials of the Arbitration Court.

2.3. Remuneration fee - a fee intended for paying the remuneration to arbitrators of arbitral tribunals considering particular disputes.

3. The compensating arbitration fees include the following types of monetary collections:

3.1. Compensation of the cost of the necessary procedural actions of a complex nature (expert examination, translation of documents, field inspections of material objects, material evidence, etc.) conducted in the course of arbitral proceedings.

3.2. Payment for the services of experts, translators and other professionals and witnesses (whose reports or testimony may contribute to objective and fair settlement of the dispute) involved in arbitration proceedings on the initiative of the arbitral tribunal.

3.3. Compensation of the travel expenses incurred by the arbitrators, experts, translators and other professionals and witnesses involved in arbitration proceedings on the initiative of the arbitral tribunal.

3.4. Compensation of meal expenses incurred by the arbitrators, experts, translators and other professionals and witnesses involved in arbitration proceedings on the initiative of the arbitral tribunal outside the places of permanent residence of these persons, or during breaks between sessions of any meetings, and within 2 hours after any meeting of the arbitral tribunal at the place of residence of such persons.

3.5. Compensation of the accommodation expenses incurred by the arbitrators, experts, translators and other professionals and witnesses involved in arbitration proceedings on the initiative of the arbitral tribunal outside the places of permanent residence of these persons.

4. Compensating arbitration fees shall cover only those necessary expenses of the arbitrators, experts, translators and other professionals and witnesses involved in arbitration proceedings on the initiative of the arbitral tribunal, which these persons were forced to incur in connection with participation in arbitration, and which they would not incur in ordinary circumstances (except for meal expenses).

5. Compensating arbitration fees shall be equal to actual officially documented expenses incurred by the corresponding persons in connection with participation in arbitral proceedings, but not over the usual average amount of such expenses, typical for the place where these expenses have been incurred.

6. When making expenditures expected to be covered by charging the compensating arbitration fee arbitrators, experts, translators and other professionals and witnesses involved in arbitration proceedings on the initiative of the arbitral tribunal shall select services of acceptable quality and with the price not exceeding the average cost of such goods or services in consumer markets of the regions where such goods or services are purchased.

7. Compensation of expenses related to participation in arbitral proceedings incurred by official representatives or assistants, as well as witnesses involved in arbitration proceedings on the initiative of the parties, and also the remuneration of such persons, shall be paid by agreement between these persons and the parties having invited them. Such compensations are not included into the compensating arbitration fees.

8. Fixed arbitration fees charged in accordance with the value criteria established by these Regulations are listed in the Regulations and formed in the course of consideration of each particular dispute, taking into account all taxes and fiscal charges to be paid by the Arbitration Court and the arbitrators according to the law.

9. The arbitral tribunal in its decisions is not entitled to introduce any additional expenses or to establish any remunerations, which are not expected to be paid by the parties in accordance with these Regulations.

10. Remuneration fee received by the Arbitration Court from the parties to a dispute, minus the deductions charged in accordance with the rules established by these Regulations, by the decision of the President of the Arbitration Court shall be paid to arbitrators of the arbitral tribunal having considered the particular dispute between the parties, in the form of personal remunerations.

11. Remuneration fee, with account of its amount and possible deductions charged in accordance with the rules established by these Regulations, by the decision of the President of the Arbitration Court shall be distributed among arbitrators of the arbitral tribunal consisting of three arbitrators, and having considered a particular dispute, in equal parts (usually). However, by the decision of the President of the Arbitration Court the remuneration fee can be redistributed in a way that those arbitrators of the arbitral tribunal having considered a particular dispute, who made the greatest contribution (taking into account actual time expenditures and efforts) to the effective conduct of arbitration and making the final award (as well as those whose qualification was decisive in matters of ensuring the correct, objective and fair settlement of the dispute) receive greater amounts of remuneration.

Article 50. Act of expenses

1. Within 7 days after the Order of the President of the Arbitration Court approving the team of members of the arbitral tribunal considering a particular dispute enters into force, the approved arbitral tribunal shall issue the Act of expenses, signed by the President of the Arbitration Court. This Act establishes the preliminary amounts of arbitration fees to be paid by the parties, specifies the proportions of distribution of these expenses between the parties, as well as the manner and terms of payment of arbitration fees by the parties.

2. Act of expenses shall be immediately presented to the parties to the dispute.

3. Instructions listed in the Act of expenses shall be executed by the parties to the dispute within 10 days of becoming familiar with it.

4. Complete or partial failure of all the parties to the dispute to execute the Act of expenses in time shall suspend the consideration of the dispute by the arbitral tribunal at any stage of arbitral proceedings.

5. Preliminary amounts of arbitration fees paid by the parties in accordance with the Act of expenses shall be taken into account by the arbitral tribunal when making the final award on the dispute. It shall include the final amounts of all kinds of arbitration fees, the parties bound to pay them, as well as the manner and terms of such payments.

6. In the event that according to the final award of the arbitral tribunal, the corresponding part of arbitration fees established by the Act of expenses has been paid by the party exempted from such payment by the final award of the arbitral tribunal, the party bound to pay such fees shall compensate for the expenses of the party, which has actually paid them.

7. If the amounts of arbitration fees indicated in the final award of the arbitral tribunal are smaller than those stated in the Act of expenses (and already paid by the parties), the overpaid amounts shall be returned by the Arbitration Court to the parties having made excessive payments.

8. If the amounts of arbitration fees indicated in the final award of the arbitral tribunal are greater than those stated in the Act of expenses (and already paid by the parties), the bound parties, having paid the arbitration fees in amounts smaller than those established in the final award, shall pay the deficient amounts in proportions and in terms established by the arbitral tribunal.

Article 51. The procedure for establishing the amounts of arbitration fees

1. Fixed arbitration fees shall be established by the arbitral tribunal considering a particular dispute (by agreement with the Secretariat of the Arbitration Court). The amounts are specified in the provisions of these Regulations.

2. Fixed arbitration fees include the constant (registration fee) and selective (administrative fee and remuneration fee).

3. The registration fee is 1 000.00 (one thousand) U.S. dollars. It is invariable, regardless of any circumstances associated with the peculiarities of a dispute or characteristics of its parties.

4. The administrative fee shall be established by the arbitral tribunal considering a particular dispute (by agreement with the Secretariat of the Arbitration Court) within variable limits expressed in percentage ranges, depending on the sum in dispute specified in the Table A: "Administrative fees" of the Regulation "On the amounts of arbitration fees of the American International Commercial Arbitration Court", which is an integral part of these Regulations.

5. The remuneration fee shall be established by the arbitral tribunal considering a particular dispute (by agreement with the Secretariat of the Arbitration Court) within variable limits expressed in percentage ranges, depending on the sum in dispute specified in the Table B: "Remuneration fees for a one-arbitrator tribunal" and Table B: "Remuneration fees for a three-arbitrators tribunal" of the Regulation "On the amounts of arbitration fees of the American International Commercial Arbitration Court", which is an integral part of these Regulations.

6. In accordance with the rules established in par. 4 and 5 of this article, the particular amounts of administrative and remuneration fees in relation to each dispute shall be established on the basis of the sum in dispute (claim). In addition the arbitral tribunal will take into account, by agreement with the Secretariat of the Arbitration Court, the following circumstances (in descending order of their legal significance):

a) the actual financial and economic condition of the respondent at the time of consideration of the dispute;

b) the economic situation in the respondent's country of residence;

c) the actual financial and economic condition of the claimant at the time of consideration of the dispute;

d) the economic situation in the claimant's country of residence;

- e) the economic damage caused to each party due to the circumstances forming the subject-matter of the dispute;
- f) the content and nature of the transaction, within which the fulfillment of relevant obligations has led to the dispute between the parties;
- g) legal and economic characteristics of the subject of the transaction (in particular, whether it is related to consumer commodities, durable commodities or luxury goods);
- h) expected economic outcome of execution of the transaction (within which the fulfillment of relevant obligations has led to the dispute between the parties) by the parties;
- i) business reputation of the parties.

7. If the parties select the remote form of arbitration, the amounts of administrative and remuneration fees shall be adjusted by the arbitral tribunal considering the particular dispute, subject to the rules established in Table D: "Adjusted calculation of administrative and remuneration fees for remote consideration of disputes" of the Regulation "On the amounts of arbitration fees of the American International Commercial Arbitration Court".

8. When determining the final amount of the remuneration fee, the arbitral tribunal applies the factors specified in Table F: "Factors of calculation of remuneration fees depending on the economic development level of countries represented by payers of the arbitration fees" of the Regulation "On the amounts of arbitration fees of the American International Commercial Arbitration Court".

9. The use of lower percentage values within variative limits expressed in percentage ranges of the sum in dispute, specified in Tables "A", "B" and "C" of the Regulation "On the amounts of arbitration fees of the American International Commercial Arbitration Court" is a right, but not an obligation of the Arbitration Court and the arbitral tribunal considering the particular dispute. Therefore, after the Act of expenses, and later the final award of the arbitral tribunal enter into force, any complaint, objections or claims of the parties with respect to lowering the percentage values determined by the arbitral tribunal within the ranges specified in Tables "A", "B" and "C" of the Regulation "On the amounts of arbitration fees of the American International Commercial Arbitration Court" shall be dismissed by the arbitral tribunal.

10. Before the arbitral tribunal issues the Act of expenses, and within 5 days of becoming familiar with it each party may reasonably apply to the arbitral tribunal for application of lower percentage values within variative limits expressed in percentage ranges of the sum in dispute, specified in Tables "A", "B" and "C" of the Regulation "On the amounts of arbitration fees of the American International Commercial Arbitration Court". The decision of the arbitral tribunal on such application, made by agreement with the Secretariat of the Arbitration Court, shall be final and shall not subject to challenge.

11. If the nature of stated claims cannot be expressed in monetary terms (which does not allow to definitively determine the amount of the claim), the arbitral tribunal considering the particular dispute, on the basis of objective assessment of characteristics of the claim, the complexity of arbitral proceedings and the obvious positive outcome of settlement of the dispute for each party, fairly equates such dispute to a certain category of disputes with the stated amount of claim. Such equalization is made in accordance with the classification of disputes by amounts of claims under the Regulation "On the amounts of arbitration fees of the American International Commercial Arbitration Court". Based on this equalization, the arbitral tribunal considering the particular dispute determines the actual amounts of administrative and remuneration fees in accordance with the rules established by these Regulations.

Article 52. Establishment of the manner and terms of payment of arbitration fees

1. The arbitral tribunal considering the particular dispute indicates the manner and terms of payment of fixed arbitration fees by the parties in the Act of expenses.

2. In any case the manner of payment of fixed arbitration fees must comply with the following rules:

- 2.1. Fixed arbitration fees shall be paid by non-cash payment to the bank accounts of the Arbitration Court specified in the Act of expenses.

2.2. The registration fee shall be paid by the claimant on the day of sending the notice of arbitration to the respondent and the Secretariat of the Arbitration Court (or within 5 days after doing so). The arbitral tribunal, taking into account circumstances of the dispute and based on the principles of rational fairness, may in its final award divide in certain proportions the obligation to pay the registration fee between the parties or impose such obligation on the unsuccessful party.

2.3. Within 7 days after the arbitral tribunal issues the Act of expenses, the parties shall pay in equal parts 1/4 of the administrative fee and 1/3 of the remuneration fee determined by the Act of expenses.

2.4. If 45 days after the first meeting of the arbitral tribunal, which began considering the dispute on its merits, the proceedings still have not finished, the parties shall re-pay in equal parts 1/4 of the administrative fee and 1/3 of the remuneration fee determined by the Act of expenses.

2.5. In accordance with the rules of sub-paragraphs 1.3. and 1.4. of this article, the final payment of fixed arbitration fees shall be made by the parties in accordance with parameters established by the final award - within 10 days after the arbitration tribunal issues it - before it is finally documented, put into force and presented to the parties to the dispute for execution.

3. The amounts, terms and manner of payment by the parties of compensating arbitration fees shall be established by special decisions of the arbitral tribunal considering the particular dispute – as the corresponding expenses (to be covered by the compensating arbitration fees) emerge in the course of arbitral proceedings.

4. In any case the manner of payment of compensating arbitration fees must comply with the following rules:

4.1. Compensating arbitration fees shall be paid by non-cash payment to the bank accounts of the Arbitration Court or other bank accounts specified in the Act of expenses or by making cash payments in the manner specified in the corresponding decision of the arbitral tribunal.

4.2. The amounts of compensating arbitration fees correspond to the documented cost prices of the corresponding goods or services, the cost of which is to be covered by the compensating arbitration fees.

4.3. Compensating arbitration fees shall be paid by the parties in equal parts within 5 days after the corresponding decisions of the arbitral tribunal are made.

4.4. In order to ensure proper level of arbitral proceedings the arbitral tribunal may request the parties to make a prepayment of compensating arbitration fees before the actual occurrence of the corresponding costs. Such prepayment shall not exceed the usual average level of such expenses typical for the place where these expenditures are expected to be made in the near future. If the compensating arbitration fees pre-paid by the parties appear to differ from the documented expenditures to be covered by such fees, the arbitral tribunal shall decide on recalculation: in this case either an obligation of the parties to pay the deficient amounts or an obligation of the Arbitration Court to return to the parties the overpaid amounts of compensating arbitration fee will emerge. The legal status of the decision of the arbitral tribunal on recalculation, as well as the manner of its execution shall be determined by the rules established by this article of the Regulations in relation to the special decision of the arbitral tribunal on introduction of the compensating arbitration fees.

4.5. The decision of the arbitral tribunal on introduction of the compensating arbitration fees shall necessarily indicate the expenditures to be covered by the established compensating arbitration fees, as well as the documents confirming (or expected to confirm) the facts and amounts of such expenditures.

4.6. In accordance with the rules of sub-paragraphs 4.1.-4.5. of this article, the final payment of compensating arbitration fees shall be made by the parties in accordance with parameters established by the final award - within 10 days after the arbitration tribunal issues it - before it is finally documented, put into force and presented to the parties to the dispute for execution.

5. If one of the parties to the dispute is unable to pay the part of arbitration fees imposed on it by the decision of the arbitral tribunal in due time, such party shall, within 5 days of receiving the decision of the arbitral tribunal on the payment of fees, notify the Secretariat of the Arbitration Court and the other party of its inability to pay. The absence of payment of arbitration fees within the terms established by this article of the Regulations shall be also considered as inability to pay.

Article 53. Assignment of expenses associated with arbitration

1. In the final award, the arbitral tribunal considering the particular dispute usually assigns all arbitration fees stipulated by this award to the unsuccessful party. However, if the arbitral tribunal determines that the misconduct of the unsuccessful party, which was the subject-matter in the dispute, had been caused, provoked or otherwise predetermined (totally or partially) by acts or omissions of the successful party, the arbitral tribunal may distribute the arbitration expenses as it deems reasonable and fair. Likewise the arbitral tribunal may do in the case of illegal, provocative or disrespectful misconduct of the successful party to the dispute (during the proceedings) towards the arbitral tribunal, the other party, and other persons involved in the arbitral proceedings.

2. In the final award, the arbitral tribunal considering the particular dispute, may, at the request of the successful party or at its own discretion, assign all or part of the documented expenses of the successful party (associated with the arbitral proceedings and not covered by the compensating fees) to the unsuccessful party. However, the arbitral tribunal considering the particular dispute, may refuse to compensate the successful party for such expenses, or distribute them between the parties as it deems reasonable and fair.

3. The arbitral tribunal may impose expenses and other losses (associated with banking remittance in connection with changes in amounts or redistribution of the parties' obligations to pay arbitration fees) on the unsuccessful party. The tribunal may also distribute them between the parties as it deems reasonable and fair.

Article 54. Consequences of failure to pay the arbitration fees

1. In the event specified in par. 5 of art. 52 of these Regulations, when a party bound to pay arbitration fees is insolvent, the other party that is solvent may, within 5 days after the confirmation of such insolvency, pay the corresponding arbitration fees on conditions of subsequent compensation for these expenses from the other party - according to the final award.

2. If in the circumstances specified in par. 1 of this article, the solvent party does not deem it feasible to undertake the obligation to pay arbitration fees instead of the insolvent party, the arbitral tribunal shall issue an order terminating the arbitral proceedings.

3. If in the circumstances specified in par. 1 of this article, one of the parties provides a bank or commercial guarantee for further fulfillment of an obligation to pay arbitration fees by the corresponding party, the arbitral tribunal, having considered the given guarantee as a reliable one, may issue an order on suspension (for a particular term) of the arbitral proceedings until the provider of the guarantee or the guarantor repays the arrears of arbitration fees.

Article 55. Financial consequences of suspension or termination of arbitration

1. The decision of the arbitral tribunal considering a particular dispute on suspension or termination of the arbitral proceedings shall determine the rules of disposal of arbitration fees, which have already been paid by the parties by the moment of making such decision. This decision also includes other financial orders arising from the circumstances of the proceedings.

2. General requirements for the administration of funds mentioned in par. 1 of art. 55, and for resolving other financial issues arising from the circumstances of the proceedings, are as follows:

2.1. The prepaid amount of administrative fee, minus the sums actually spent by the Arbitration Court on organization of the proceedings and 1/2 of the remaining amount, shall be returned to the parties in proportion to their participation in payment of the administrative fee;

2.2. The prepaid amount of remuneration fee, minus the remunerations actually paid to the arbitrators of the arbitral tribunal for participation in the proceedings and 1/3 of the remaining

amount, shall be returned to the parties in proportion to their participation in payment of the remuneration fee;

2.3. Compensating arbitration fees not expended in the course of arbitral proceedings, minus the amounts of inevitable further expenses associated with the proceedings and subject to repayment by compensating arbitration fees, shall be returned to the parties in proportion to their participation in payment of such fees. The facts of expending the sums of compensating arbitration fees shall be confirmed by the corresponding documents;

2.4. In the event that the parties have paid the compensating arbitration fees in amounts smaller than the corresponding actual expenses associated with the arbitral proceedings subject to repayment by the compensating arbitration fees, the arbitral tribunal deducts the necessary amounts from the funds to be returned to the parties as parts of administrative and remuneration fees;

2.5. In case of insufficiency of the amounts paid by the parties as arbitration fees, in order to repay all expenses of the Arbitration Court related to the arbitral proceedings, the arbitral tribunal may make a corresponding decision and oblige the parties to pay the deficient amounts to the Arbitration Court in equal parts;

2.6. Issues of fair and balanced distribution and redistribution of sums actually paid as arbitration fees between the parties shall be resolved by the arbitral tribunal in accordance with the rules of par. 6 of art. 50 of these Regulations.

3. In the decision mentioned in par. 1 of this article, the arbitral tribunal records all mathematical calculations and the necessary documentary evidence related to administration of sums having already been paid by the parties as arbitration fees by the moment of making such decisions, as well as those related to financial orders arising from the circumstances of arbitral proceedings.

Section VII. Features of dispute settlement in the Arbitration Court or with its participation without the use of the standard arbitration procedure

Article 56. Umpire proceedings in the Arbitration Court

1. In addition to consideration of international commercial (economic, trade) disputes the Arbitration Court also has the authority to settle internal disputes between residents of the USA, whose treaties, agreements and contracts contain the corresponding arbitration clause or who have signed a separate arbitration agreement, which establishes the competence of the Arbitration Court.

2. The Arbitration Court considers the disputes between residents of the USA arising from civil and labor relations, as well as the disputes arising from agreements and contracts concluded in professional sports.

3. When considering disputes between the residents of the USA the Arbitration Court acts as the court of arbitration (under the standards of international law, the Federal legislation, the legislation of the relevant states of the USA, as well as its Regulations).

4. When considering the disputes between the U.S. residents the arbitral tribunals may include only arbitrators who are residents of the USA.

5. When considering the disputes between the U.S. residents the arbitration fees established in accordance with these Regulations (to be paid by such parties) shall be reduced by 20%.

Article 57. "Ad hoc" arbitration

Upon request of interested parties, the Arbitration Court, in accordance with Regulation "On the procedure of organization and conduct of "ad hoc" arbitral proceedings" (which is an integral part of these Regulations) assists in organization of ad hoc arbitration.

Article 58. Mediation procedure

1. Upon request of interested parties the Arbitration Court shall carry out the mediation procedure in accordance with the Regulation "On the mediation procedure" (which is an integral part of these Regulations).

2. The mediation procedures in the Arbitration Court are performed in the framework of activities of the Joint Mediation Council of the International Union of Commerce and Industry (London, UK) and the Arbitration Court. The status and activities of the Council are regulated by the "Regulations of the mediation procedure in the Joint Mediation Council of the International Union of Commerce and Industry (London, UK) and the American International Commercial Arbitration Court" (an integral part of these Regulations), jointly approved by these organizations.

Article 59. Application of the rules of these Regulations for settlement of disputes in the Arbitration Court, or with its participation without the use of standard arbitration procedure

1. The rules of this Regulation shall apply for settlement of disputes in the Arbitration Court, or with its participation without the use of standard arbitration procedures in relation to those issues which are not directly regulated by the rules of the relevant Special Regulations or Provisions of the Arbitration Court.

2. In the event of a contradiction between the rules of this Regulations and rules of the relevant Special Regulations or the Provisions of the Arbitration Court regulating the procedures of arbitral proceedings, mediation and "ad hoc" arbitration in the Arbitration Court, the rules of Special Regulations or Provisions shall apply.

Section VIII. Final Provisions

Article 59. Application of rules of the UNCITRAL Model Law on International Commercial Arbitration

1. Issues related to the conduct of arbitral proceedings in the Arbitration Court, as well as those arising from the fact of making the final award, which are not directly regulated by these Regulations, shall be resolved by the arbitral tribunal considering a particular dispute in the context of rules established by the UNCITRAL Model Law on International Commercial Arbitration.

2. The rules of the UNCITRAL Model Law on International Commercial Arbitration are of direct application in the Arbitration Court with respect to those issues and relations, which are not directly regulated by these Regulations and do not contradict its particular rules.

3. Issues and relations associated with the rules of arbitral proceedings in the Arbitration Court, which are not directly regulated by these Regulations and cannot be directly regulated by the rules of the UNCITRAL Model Law on International Commercial Arbitration due to being contrary to certain rules of these Regulations, shall be resolved by the arbitral tribunal considering a particular dispute in the context of general principles and ideology of the UNCITRAL Model Law on International Commercial Arbitration, taking into account the generally accepted business practice and international arbitration practice, as well as criteria of social justice.

Article 60. Interpretation of rules of these Regulations

Interpretation of the rules of these Regulations shall be given upon request of the corresponding arbitral tribunal considering a particular dispute, under the official decision of the Congress of the American International Commercial Arbitration Court (USA), signed by the President of the Arbitration Court.

Article 61. Arbitration clauses used in the practice of the Arbitration Court

1. Arbitration clauses establishing the competence of the Arbitration Court to consider disputes, related to execution of contractual obligations or obligations arising from civil and labor relations by the parties, may be stated in contracts (agreements) or in separate arbitration agreements, formally concluded by the parties to disputes.

2. This article of the Regulations proposes the variants of model arbitration clauses of the Arbitration Court in English, German, French, Spanish, Italian and Russian languages. When drafting such clauses or arbitration agreements, these variants can be modified by interested parties in accordance with the rules of par. 1 of article 1 and paragraphs 4, 5 of art. 61 of these Regulations.

3. The Arbitration Court encourages all interested parties to formulate the arbitration clause or agreement as close as possible to the model arbitration clauses proposed in this article of

Regulations in order to establish indisputable competence of the Arbitration Court to consider possible disputes between them.

4. In accordance with the rules established by these Regulations the arbitration clauses or agreements that define the competence of the Arbitration Court to consider disputes may be drawn up and documented in any widespread language, which would allow the Arbitration Court and other interested persons to unmistakably understand the contents of the arbitration clause or the agreement - without the need to involve rare (exclusive) specialists in the process of translation.

5. Model arbitration clauses proposed in this article of the Regulations can be corrected (if deemed necessary by the parties) by adding some additional or concertizing information to the following basic parameters: a) number of arbitrators, b) actual place of arbitration, c) language(s) of arbitration, d) applicable substantive law (the law regulating the contract), e) distribution of arbitration fees between the parties.

6. Contents of model arbitration clauses of the Arbitration Court:

6.1. In English:

6.1.1. Concise arbitration clause:

a) Arbitration clause containing the reference to these Regulations:

"Any disputes, controversies, claims or demands arising from this agreement or relating to it, as well as those related to execution, breach, termination or invalidity of the agreement, shall be finally settled in the "American International Commercial Arbitration Court (LLC)" in accordance with its Regulations".

b) Arbitration clause containing the reference to UNCITRAL Arbitration Rules:

"Any disputes, controversies, claims or demands arising from this agreement or relating to it, as well as those related to execution, breach, termination or invalidity of the agreement, shall be finally settled in the "American International Commercial Arbitration Court (LLC)" in accordance with the UNCITRAL Arbitration Rules".

6.1.2. Full arbitration clause:

a) Arbitration clause containing the reference to these Regulations:

"Any disputes, controversies, claims or demands arising from this agreement or relating to it, as well as those related to execution, breach, termination or invalidity of the agreement, shall be finally settled in the "American International Commercial Arbitration Court (LLC)" in accordance with its Regulations. The proper law of the contract – the substantive law _____. Number of arbitrators - _____. Place of arbitration - _____. Language of arbitration proceeding - _____".

b) Arbitration clause containing the reference to theUNCITRAL Arbitration Rules:

"Any disputes, controversies, claims or demands arising from this agreement or relating to it, as well as those related to execution, breach, termination or invalidity of the agreement, shall be finally settled in the"American International Commercial Arbitration Court (LLC)" in accordance with theUNCITRAL Arbitration Rules. The proper law of the contract – the substantive law _____. Number of arbitrators - _____. Place of arbitration - _____. Language of arbitration proceeding - _____".

6.1.3. Arbitration clause for remote consideration of a dispute based on actually provided documents:

a) Arbitration clause containing the reference to these Regulations:

"Any disputes, controversies, claims or demands arising from this agreement or relating to it, as well as those related to execution, breach, termination or invalidity of the agreement, shall be finally remotely settled in theAmerican International Commercial Arbitration Court in accordance with its Regulations *based on documents provided by the parties*".

b) Arbitration clause containing the reference to theUNCITRAL Arbitration Rules:

"Any disputes, controversies, claims or demands arising from this agreement or relating to it, as well as those related to execution, breach, termination or invalidity of the agreement, shall be finally remotely settled in the American International Commercial Arbitration Court in accordance with the UNCITRAL Arbitration Rules based on documents provided by the parties".

6.1.3. Arbitration clause for remote consideration of a dispute in interactive mode:

a) Arbitration clause containing the reference to these Regulations:

"Any disputes, controversies, claims or demands arising from this agreement or relating to it, as well as those related to execution, breach, termination or invalidity of the agreement, shall be finally remotely settled in interactive mode in the American International Commercial Arbitration Court in accordance with its Regulations".

b) Arbitration clause containing the reference to the UNCITRAL Arbitration Rules:

"Any disputes, controversies, claims or demands arising from this agreement or relating to it, as well as those related to execution, breach, termination or invalidity of the agreement, shall be finally remotely settled in interactive mode in the American International Commercial Arbitration Court in accordance with the UNCITRAL Arbitration Rules".

6.1.5. Concise arbitration clause on application of the mediation procedure:

a) Arbitration clause containing the reference to these Regulations:

"Any disputes, controversies, claims or demands arising from this agreement or relating to it, as well as those related to execution, breach, termination or invalidity of the agreement (hereinafter - the disputes) shall be referred for settlement by means of the mediation procedure to the Joint Mediation Council of the International Union of Commerce and Industry (London, UK) and the Arbitration Court. If the disputes are not settled through mediation, they shall be referred to the "American International Commercial Arbitration Court (LLC)" to be finally settled in accordance with its Regulations by one or more arbitrators appointed in accordance with these Regulations".

b) Arbitration clause containing the reference to the UNCITRAL Arbitration Rules:

"Any disputes, controversies, claims or demands arising from this agreement or relating to it, as well as those related to execution, breach, termination or invalidity of the agreement (hereinafter - the disputes) shall be referred for settlement by means of the mediation procedure to the Joint Mediation Council of the International Union of Commerce and Industry (London, UK) and the Arbitration Court. If the disputes are not settled through mediation, they shall be referred to the "American International Commercial Arbitration Court (LLC)" to be finally settled in accordance with the UNCITRAL Arbitration Rules by one or more arbitrators appointed in accordance with these Rules."

6.1.6. Full arbitration clause on application of the mediation procedure:

a) Arbitration clause containing the reference to these Regulations:

"Any disputes, controversies, claims or demands arising from this agreement or relating to it, as well as those related to execution, breach, termination or invalidity of the agreement (hereinafter - the disputes) shall be referred for settlement by means of the mediation procedure to the Joint Mediation Council of the International Union of Commerce and Industry (London, UK) and the Arbitration Court. If the disputes are not settled through mediation, they shall be referred to the "American International Commercial Arbitration Court (LLC)" to be finally settled in accordance with its Regulations by one or more arbitrators appointed in accordance with specified Regulations. The proper law of the contract – the substantive law of _____. Number of arbitrators - _____. Place of arbitration - _____. Language of arbitration proceeding - _____».

b) Arbitration clause containing the reference to the UNCITRAL Arbitration Rules:

"Any disputes, controversies, claims or demands arising from this agreement or relating to it, as well as those related to execution, breach, termination or invalidity of the agreement (hereinafter - the disputes) shall be referred for settlement by means of the mediation procedure to the Joint Mediation Council of the International Union of Commerce and Industry (London, UK) and the Arbitration Court. If the disputes are not settled through mediation, they shall be referred to the "American International Commercial Arbitration Court (LLC)" to be finally settled in accordance with the UNCITRAL Arbitration Rules by one or more arbitrators appointed in accordance with these Rules. The proper law of the contract – the substantive law of _____. Number of arbitrators - _____. Place of arbitration - _____. Language of arbitration proceeding - _____».

6.1.7. The arbitration clause on intermediation of the Arbitration Court in the organization of "ad hoc" arbitration.

"Any disputes, controversies, claims or demands arising from this agreement or relating to it, as well as those related to execution, breach, termination or invalidity of the agreement shall be referred for "ad hoc" arbitration settlement, organized and conducted through intermediation of the American International Commercial Arbitration Court (LLC) in accordance with its Regulations and the Regulations "On the procedure of organization and conduct of "ad hoc" arbitral proceedings".

7. Effects of arbitration clauses of any of the types specified in these Regulations, if executed officially by the parties, do not depend on the contracts in which they may be included or in connection with which they may be stated in separate agreements.

Article 62. Rewards for contributing to the development of arbitral proceedings in the Arbitration Court

1. Individuals who are not parties to a dispute, their owners or persons legally dependent on them in any way or their close relatives, as well as individuals who are not officials of the Arbitration Court or arbitrators, involved as members of an arbitral tribunal in the consideration of a dispute (hereinafter - interested persons), may receive a reward for promotion of the arbitration clause of the Arbitration Court (hereinafter - the reward).

2. Promotion of the arbitration clause of the Arbitration Court assumes that the person concerned performs the relevant negotiating, advertising, campaigning, propagandistic and other activities, which lead to indication by the parties to economic (commercial, trade), civil or labor agreements (contracts) in these documents or in separate arbitration agreements, of the clauses specified in these Regulations and establishing the competence of the Arbitration Court to consider the disputes, directly related to the contents of these documents, as well as those arising from civil or labor relations between these parties.

3. The reward shall be paid to the corresponding person from the amounts of administrative and remuneration fees received by the Arbitration Court in connection with consideration of the dispute on the basis of the arbitration clause included into the economic (commercial, trade), civil or labor contract (agreement) on the initiative, with the participation or in connection with other legitimate influence of the person applying for such reward.

4. The right of the person specified in par. 2 of this article to receive the reward arises after the final award of the Arbitration Court on the dispute considered under the arbitration clause mentioned in par. 3 of this article enters into force.

5. The ground for the origin of the right of an interested person to receive the reward is a free-format Act on the participation of this person in adding into the main contract (agreement) between the parties or in a special arbitration agreement a clause establishing the competence of the Arbitration Court to consider the disputes, directly related to the contents of this agreement (contract), as well as those arising from civil or labor relations of the parties (hereinafter - the Act), officially signed by the parties to a dispute. This Act shall be signed and dated by the parties with

the same date as the main contract (agreement), signed by them and including the arbitration clause mentioned in par. 3 of this article.

6. The interested person may ask the Secretariat of the Arbitration Court for the reward, attaching the Act (or its duly certified copy) mentioned in par. 5 of this article of the Regulations, at any time since the commencement of the arbitration on the merits and before the arbitral tribunal considering the particular dispute makes the final award. The decision whether to pay the reward shall be included by the arbitral tribunal considering the particular dispute in the final award. Any petitions, complaints or claims related to payment of the reward, filed by an interested person to the Secretariat of the Arbitration Court outside the specified time period shall be deemed illegal and dismissed by the arbitral tribunal considering a particular dispute.

7. In order to properly protect the right to receive the reward, the person specified in par. 2 of this article shall be entitled to perform the following actions:

7.1. To conclude with the parties having added a clause mentioned in par. 3 of this article in their contract (agreement) or in a special arbitration agreement, the agreement on obligatory notification of the interested person about the beginning of consideration of the relevant dispute in the Arbitration Court;

7.2. To officially ask the Secretariat to the Arbitration Court about the presence of the dispute (in connection with which the interested person has the right for the reward) among the active proceedings of the Arbitration Court;

7.3. To notify the Secretariat of the Arbitration Court about the fact of adding of a clause mentioned in par. 3 of this article by the corresponding parties into their contract (agreement) or in a special arbitration agreement (the Act or its duly certified copy shall be attached).

8. In cases specified in paragraphs 7.2., 7.3. of this article of the Regulations, the Secretariat of the Arbitration Court shall notify the interested person about the beginning of consideration of the dispute in the Arbitration Court and about the respective right of the person to request the reward.

9. The amount of the reward is determined by the Table F: "Amounts of total deductions from the administrative and remuneration fees in order to reward persons contributing to the development of arbitral proceedings in the Arbitration Court" of the Regulation "On the amounts of arbitration fees of the American International Commercial Arbitration Court". This amount consists in equal parts of deductions from administrative and remuneration fees charged by the corresponding arbitral tribunal in relation to the dispute considered under the arbitration clause mentioned in par. 3 of this article.

Article 63. Exclusion of liability

1. Neither the Arbitration Court, nor any of arbitrators of the arbitral tribunal having considered the particular dispute shall be liable to any party for any actions or omissions related to any arbitration conducted under these Regulations, except for the cases when, in accordance with the law obligatorily applicable to these circumstances, individual arbitrators may be responsible for the consequences of an intentional and guilty offense.

2. After the final arbitral award has been made, and the legal possibilities to amend the award or make additional awards specified in these Regulations are not available, neither the Arbitration Court nor any of arbitrators of the arbitral tribunal having considered the particular dispute shall be obliged to make any statements to any person on any issue related to the arbitral proceedings.

3. None of the parties to the dispute considered by the arbitral tribunal of the Arbitration Court shall attempt to use any of the arbitrators of the tribunal having considered this dispute, or any of the Arbitration Court officials as witnesses in any litigation carried out in relation to the same matter of dispute or connected with the fact of the conducted arbitration.