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## CONTRACT OF PARTNERSHIP ACTIVITIES WITHIN THE AICAC SYSTEM №

Wilmington, USA – \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, 20\_\_

The American International Commercial Arbitration Court (AICAC, USA), represented by the President Mr. Borys Zhytnigor, hereinafter referred to as “the Court”, and \_\_\_\_\_ represented by the \_\_\_\_\_, hereinafter referred to as “the Partner”, also “the Court” and the “Partner” together, hereinafter referred to as “the Parties” have entered into this contract, hereinafter referred to as “the Contract” as follows:

### 1. Subject of the contract

1.1. In accordance with this Contract, the Court shall authorize the Partner to represent the Court's interests in the countries within the Partner's geographic area of responsibility specified in the article 1.2 of the Contract (the regions), and the Partner undertakes (for remuneration provided for by the Contract) to take all necessary and possible steps in order to: act on behalf of the Court in the regions specified in the article 1.2 of the Contract; promote the arbitration clause of the Court in commercial practice of companies in the region; hold preliminary negotiations with interested parties on behalf of the Court; recommend professional lawyers of high qualification as arbitrators of the Court.

1.2. The Partner's geographic area of responsibility (the regions) covers official territories of the following states: \_\_\_\_\_. The Partner's geographic area of responsibility, covering the territories of more than two sovereign states, under this Contract, shall be considered a “large region”. This means that in such vast areas it would be objectively difficult for a Partner to organize effective partner's activity and manage its development without assistance. This is why the partner's activity in the large region shall be conducted under a special regulation scheme established by this Contract.

1.3. Within the Partner's geographic area of responsibility (the regions), the Partner has the status of the General Partner of the AICAC and may act on behalf of the Court as its official representative.

1.4. In addition to the status provided for in this Contract, the Partner has the right to obtain the status of the AICAC international arbitrator.

1.5. By the Court decision, the Partner can be granted special powers and the exclusive status (the “Exclusive partnership” regime) in the region, starting from the second or any subsequent year of this Contract. The Exclusive partnership regime can be initiated by the Court if during the previous year of this Contract, the Partner's activity was highly efficient and constituted not less than 2/3 of the total volume of productive activity of all Partners of the Court in the relevant region. Special powers and the exclusive status of the Partner are annually confirmed and prolonged by the Court, if the Partner maintains the steadily high level of activity and efficiency in the region. If the level of activity and efficiency of the Partner is insufficient, the Court shall have the right to establish partnership in the corresponding region with the third parties.

1.6. The Exclusive partnership regime assumes such legal status of the Exclusive Partner under which other Partners of the Court cannot operate in the Exclusive Partner's region (except for those who have officially received the partner status before initiation of the Exclusive partnership regime in the relevant region), or under which other Partners are obliged to coordinate their actions with the Exclusive partner and pay him/her the share of their income gained within the region due to the partnership with the Court.

1.7. If the Exclusive Partner fails to organize and conduct effective representative activities on behalf and for the benefit of Court in certain countries within the zone of responsibility during any last five months of this Contract, the Court shall have the right to involve the third parties in implementation of such activities in these countries (together with the Partner) at any moment. Effective representative activity during this period is understood as professional commission by the Partner of real actions, which have directly led to consideration of not less than 2 arbitration cases by the Court or to receiving of income of not less than 100 000 (one hundred thousand) USD by the Court.



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1.8. In order to improve the efficiency of work in the large region, the Partner is obliged to involve the permanent regional Representative – the National Attorney of the Court (hereinafter referred to as "Attorney") in the partner activities in each country of such a region. The Attorney shall act on behalf of the Court under the guidance and at the request of the Partner, within the powers conferred to the Partner by this Contract. The Attorney has the right to claim for the coordinated share in profits of the Partner, obtained in the corresponding country due to participation or assistance of the Attorney. Powers of the Attorney are formalized in a documentary form by the Court upon the proposal of the Partner. The relations between the Partner and the Attorney are formalized by the special contract, which shall be approved by the Court.

## 2. Rights and obligations of the parties

2.1. On the basis of this contract, the Court shall issue a personal partnership certificate for the Partner, as well as international and national identity cards specifying the status, the scope of authority, and administrative and service ranks. Similar documents are issued by the Court for persons, who may be involved in execution of this Contract by the Partner

2.2. After one year of effective representative activities of the Partner, conducted under this Contract, the Court shall provide the Partner with the personalized (presentational) seal with indication of the Partner's region, and shall also approve the official letterhead of the Partner. Criteria of effective representative activities during this period are outlined in item 1.6. of this Contract.

2.3. The Court shall provide the Partner with all required information. Consultations and explanations on all issues related to performance of this contract, activities of the Court and partner's obligations are also provided to the Partner by the Court

2.4. The Court shall as soon as possible pay the Partner the corresponding remuneration provided for in this Contract as an agreed upon share in profits of the Court obtained due to the Partner's activities.

2.5. The Court shall fulfil other obligations towards the Partner arising from this Contract in time, in full and with the greatest possible diligence.

2.6. The Partner undertakes to perform the Partner's obligations as to: act on behalf of the Court, in the regions specified in the article 1.2 of the Contract; promote the arbitration clause of the Court in commercial practice of companies in the region; hold preliminary negotiations with interested parties on behalf of the Court; and recommend professional lawyers of high qualification as arbitrators of the Court with the maximum possible diligence and efficiency.

2.7. The Partner shall provide the Court with all required information, as well as consultations and explanations on all issues related to performance of the Partner's obligations arising from this contract. The Partner shall convey to the Court in due time all documents and items, which came into the Partner's possession in connection with performance of the Partner's obligations under the contract.

2.8. The Partner shall perform other obligations towards the Court arising from the content of this contract in due time, in full and with the maximum possible diligence.

2.9. Each of the parties has the right to demand the counterparty to strictly adhere to the terms and conditions of this contract and to perform obligations arising from it.

2.10. The Partner is a member of the Transcontinental Arbitration Corporation.

2.11. When it is reasonable, upon the special order and on behalf of Court, the Partner can be authorized to officially register the representative offices of the Court in certain countries within the Partner's region.

## 3. Financial terms of partner's activity

3.1. The partner shall receive an exclusive reward - 20% of the net profit gained by the Court in the form of administrative fees and other income due to direct participation of the Partner.

The partner can receive the specified reward from income gained in regions outside the Partner's geographical area of responsibility as well – if such income is gained due to the Partner's direct participation and could not have been gained without such participation.



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If other official Partners of the Court operate in the specified regions, they will have the right to receive 20% of the specified amount of a partner's remuneration (an obligatory share) only if they have the status of Exclusive Partners.

In a situation when two or more Partners, who are not the Exclusive Partners in the respective region, have actually promoted the generation of income by the Court together or independently, a partner's share of profit shall be divided equally between such Partners.

3.2. The Exclusive Partner shall receive 10% of the net profit gained by the Court in the form of administrative fees and other income related to consideration of the disputes initiated by the residents of the country within the Partner's region even if such income is generated without the direct participation of the Partner ("a passive bonus"), and if no third parties entitled to receive a partner's remuneration have been involved in any way. The Exclusive Partner shall acquire the right to receive a passive bonus starting from the second calendar year of this Contract.

3.3. The Exclusive Partner has the right to receive 20% of a partner's remuneration (an obligatory share) which is due to other Partners of the Court for assistance in generation of income of the Court in the region of the Exclusive Partner.

3.4. If the Partner, having the status of the Court's Arbitrator, following the results of consideration of an arbitration case in the Court, has the official right to receive both the partner's remuneration and the Arbitrator's remuneration, both of these types of remuneration shall be paid in full.

3.5. The Partner is entitled to receive income in the form of deductions from the remuneration fees of arbitrators involved by the Partner – but not more than 15% of such remuneration. Amounts of such deductions shall be agreed upon by the Court, the Partner and the corresponding arbitrator. This rule is valid during one year from the moment the corresponding person is given the status of the AICAC arbitrator.

3.6. The Partner is guaranteed, that if the Court accepts a dispute for consideration, where the competence of the Court for settling the dispute has arisen on the initiative or through intermediary of the Partner, the parties to the dispute will be recommended (upon their request) to choose an authorized official of the Partner as one of arbitrators of the arbitral tribunal expected to consider the dispute.

3.7. The Partner is guaranteed, that if the Court accepts a dispute for consideration, where the competence of the Court for settling the dispute has arisen on the initiative or through intermediary of the Partner, the parties to the dispute will be recommended (upon their request) to choose an authorized official of the Partner (not involved in the proceedings as an arbitrator), as their official representative (lawyer) in the proceedings.

3.8. The Partner is guaranteed that, having a corresponding interest, the Partner will be entitled to order in his favor or in favor of the Partner's clients legal, commercial, intermediary or representative services on preferential terms in countries and regions included in the geographic area of responsibility of other partners of the Court. Similarly, the Partner guarantees that, if partners of the Court from other countries and regions have a corresponding interest, he will be ready to render to these persons or their clients legal, commercial, intermediary or representative services on preferential terms in the geographic area of the Partner's responsibility (the region).

3.9. The financial interest of the Partner, according to Chapter 3 of the Contract, shall be transferred to the bank account of the Partner not later than on the last day of January each year.

3.10. The Court shall provide the Partner with the report on annual profits earned due to the settlement of disputes from the Partner's geographic area of responsibility (the regions) according to the Chapter 3 of the Contract before the January 15 of each year.

3.11. In case of disagreement, mistake or complaint about the report on annual profits provided by the Court according to the Chapter 3 of the Contract, the Partner may send the written notification to the Court within 30 business days (maximum) by post and, the Court shall make the corresponding decision and inform the Partner within 30 business days of receiving such notification (maximum) by post.



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3.12. In order to execute this Contract the Partner can make business trips or hold organizational, administrative, advertising and educational events at own expense and with the consent of the Court. Such expenses of the Partner are the individual contribution to business done together with the Court (provided for in this Contract). Thus, the Court shall not cover any of these expenses. At the same time, the Partner can address Court in advance and request the joint financing of certain events.

3.13. All money transfers between the Parties must be done via their bank accounts.

#### **4. Quota of affiliated persons the Partner may delegate as arbitrators of the Court, as well as professional lawyers the Partner may engage as arbitrators of the Court**

4.1. The Court shall authorize the Partner to delegate to the list of the AICAC arbitrators a number of applicants for the arbitrator's status which would correspond to the number of countries within the Partner's geographical area of responsibility.

4.2. In accordance with the quota established in par. 4.1. of this contract, the Partner may delegate highly qualified professional lawyers from among the Partner's partners or officials of companies legally connected with the Partner (affiliated persons) to the list of arbitrators of the Court.

4.3. In addition to the persons delegated as arbitrators of the Court under the quota established in article 4.1. of this contract, the Partner has right to look for professional lawyers in countries of the Partner's geographic areas of responsibility, consider them and recommend them to the Court as candidates for receiving the status of arbitrators of the Court.

#### **5. Special Provisions**

5.1. In all matters related to the Court's activities in the areas of consideration of arbitration disputes, organization of "ad hoc" arbitration and mediation procedures, the parties shall strictly comply with the requirements of the relevant regulations of the Court.

5.2. This contract does not impose restrictions as to activities of the parties similar to the subject of this contract with other contractors.

5.3. If any issues arise in the course of partnership activities, which are not directly regulated by this contract, the parties shall be guided by business practice and common sense, and resolve such issues through negotiations, fairly respecting the mutual rights and interests.

5.4. The parties may make amendments and additions to this Contract by concluding written agreements, which become integral parts of this Contract.

5.5. The official rights of a Partner/Representative of the Court in the geographic areas of responsibility (the regions) in accordance with the article 1.2 of this Contract have been granted to the \_\_\_\_\_ or \_\_\_\_\_ (in person).

5.6. The Parties have agreed to use email, fax or post as means of communication and, to confirm the receipt of any information via email or fax.

**5.7. Irrespective of the place and time of execution of their duties, Arbitrators of the Court shall act on behalf of the Court, within its legal status and the arbitration competence, and also according to the powers conferred on them by the Secretariat of the Court. When taking part in the arbitration procedures in the Partner's area of responsibility, the Arbitrators shall be independent of any influence of the Partner and shall not be accountable to the Partner.**

#### **6. Final Provisions**

6.1. This contract was drawn up by the parties in English on four printed pages, and shall enter into force upon its signature by the parties.

6.2. This contract is concluded by the parties for a period of 3 (three) calendar years. It may be prolonged for an indefinite period of time if the parties do not object.

6.3. Any of the parties may terminate this contract at any time, with the preliminary notification of the other



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party one month before the desired termination date.

6.4. By the date of final termination of the contract, the parties shall perform all required mutual settlements.

6.5. The final termination of the Contract does not mean that the responsibility(ies) of the Parties regarding to the Contract are cancelled.

6.6. In the event of any disputes related to this contract, the parties shall faithfully take all necessary measures to resolve such issues through negotiations to a mutual advantage. If disputes arising between the parties cannot be settled through negotiations, the corresponding disputes shall be settled according to the following procedure:

6.6.1. The procedure for approval of an arbitration court expected to consider a dispute between the parties may not exceed 50 calendar days;

6.6.2. The Claimant suggests the Defendant to choose the international commercial arbitration from among the five institutional arbitrations offered by the Claimant in the written notice. From the moment of receipt of the specified notice by the Defendant the official negotiations regarding the arbitration institution begin;

6.6.3. The Defendant shall within 20 days choose two institutional arbitrations from the five offered by the Claimant and add one more institution to this list. The Defendant shall send this list of three arbitration institutions back to the Claimant with the suggestion to start negotiations concerning the final arbitration institution, agreed upon by the Parties and expected to consider possible disputes between the Parties to this Contract.

6.6.4. If the parties fail to agree upon an arbitration court within the term specified in par. 6.6.1. (when each of the parties have officially selected one of the three proposed arbitration courts), a court agreed upon shall be considered the one that has not been chosen any of the parties.

6.6.5. The dispute shall be settled in accordance with the Regulations of the arbitration court agreed upon by the parties. Language of Arbitration: English. Applicable substantive law: Swiss legislation. The place and time of arbitration shall be agreed upon by the parties.

## 8. Details and Signatures of the Parties

### THE PARTNER

### THE COURT

#### **The AICAC Secretariat address**

American International Commercial Arbitration Court (LLC)  
1209 N Orange Street, Wilmington DE 19801-1120, the State  
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#### **The AICAC Secretariat postal address for sending procedural documents and correspondence**

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#### **Banking details of the AICAC**

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Account №: 138115816307

President of the AICAC

Borys Zhytnigor \_\_\_\_\_