



INTERNATIONAL UNION
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AMERICAN INTERNATIONAL COMMERCIAL
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CONTRACT OF PARTNERSHIP ACTIVITIES WITHIN THE AICAC SYSTEM

Wilmington, USA

_____, 2017

The American International Commercial Arbitration Court (AICAC, USA), represented by the President Borys Zhytnigor, hereinafter referred to as the "Court", and _____, hereinafter referred to as the "Partner", have entered into this 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 (the region), and the Partner undertakes (for remuneration provided for by this contract) to take all necessary and possible steps in order to: expand the Court's network of partners in these countries; 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; engage professional lawyers of high qualification as arbitrators of the Court.

1.2. The Partner's geographic area of responsibility (the region) covers official territories of the following states: the UK, the USA, Malta and the Republic of Cyprus.

1.3. Within the Partner's geographic area of responsibility (the region), the Partner has the status of a General Partner of the AICAC with the power to involve new official partners of the Court. All partners of the Court in the region together form a partnership network operating under the direction of the Partner.

1.4. A corresponding person with the status of the AICAC Partner can also become the AICAC arbitrator.

2. Rights and obligations of the parties

2.1. On the basis of this contract, the Court shall issue a personal partnership certificate to 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 members of the partnership network operating under the direction of the Partner.

2.2. 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.

2.3. The Court shall in the shortest possible terms pay to the Partner all remunerations due to the Partner and members of the partnership network. The payment method shall be agreed upon by the parties to the contract.

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

2.5. The Partner undertakes to perform the Partner's obligations as to expanding the Court's network of partners, promotion of the arbitration clause of the Court in commercial practice of entrepreneurs in the region, holding preliminary negotiations with interested parties on behalf of the Court and engaging professional lawyers of high qualification as arbitrators of the Court with the maximum possible diligence and efficiency.

2.6. 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.



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2.7. 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.

2.8. 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.

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

3. Financial terms of partner's activity

3.1. The Partner shall receive remuneration in the amount of 20% of the Court's net profit from administrative fees and other incomes received with the direct participation of the Partner or members of the Partner's regional partnership network.

3.2. The Partner shall receive remuneration in the amount of 10% of the Court's net profit from administrative fees and other incomes received as a result of settlement of disputes initiated by a party, which is a resident of a country within the Partner's geographic area of responsibility (the region), if such incomes were received without direct participation of the Partner or members of the Partner's regional partnership network, and also were not received with the participation of other persons outside the Partner's regional network.

3.3. 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.

3.4. 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 or members of the Partner's regional partnership network, the parties to the dispute will be recommended (upon their request) to choose an authorized official of the Partner or a member of the Partner's regional partnership network (having the status of an AICAC arbitrator) as one of arbitrators of the arbitral tribunal expected to consider the dispute.

3.5. 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 or members of the Partner's regional partnership network, the parties to the dispute will be recommended (upon their request) to choose an authorized official of the Partner or a member of the Partner's regional partnership network (not involved in the proceedings as arbitrators), as their official representatives (attorneys) in the proceedings.

3.6. 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).

3.7. The Partner can at the same time receive remuneration for effective implementation of partner's corresponding activities, and also receive the established remuneration for fulfillment of functions of the AICAC arbitrator.

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 empowers the Partner to delegate a number of applicants for the Court's arbitrator status to the list of the AICAC arbitrators. This number shall correspond to the number of countries in the Partner's geographic area of responsibility.

4.2. In accordance with the quota established in par. 4.1. of this contract, the Partner may delegate 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.



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4.3. In addition to the persons delegated as arbitrators of the Court under the quota established in par. 4.1. of this contract, the Partner shall seek for professional lawyers from countries of the Partner's geographic area of responsibility and present them to the Court as candidates for receiving the status of arbitrators of the Court.

5. Terms of cooperation with persons of a particular interest for the development of activities of the Court, agreed upon by the parties

5.1. The parties to this contract recognize that, in order to ensure the positive dynamics of development of the Court, among other participants of commercial turnover, influential public figures (politicians and public men), legal educational institutions and departments, as well as large corporations are the ones of the greatest interest for entering into partner relations and other effective interactions with.

5.2. An influential public figure (IPF) is an individual able to legally or informally significantly influence the emergence, change (development) or termination of public relations of a certain kind due to of his/her personal qualities, official position, prominence or the generally recognized authority.

5.3. The IPFs, both being partners or representatives of the Court and those without such a status, have a right to special terms of interacting with the Court:

a) The status of the Court's arbitrator shall be automatically granted to an IPF him/herself or to a competent person the IPF nominates for a period of six months, which will be automatically extended for an unlimited period, if during these six months the IPF brings disputes with the total claim amount of at least USD 1 000 000.0 to the Court for consideration;

b) It is guaranteed that the parties to disputes brought to the Court on the initiative of the IPF will be advised to choose the IPF or the IPF's representative as an arbitrator of an arbitral tribunal considering a particular dispute;

c) An IPF shall be given additional remuneration - 10% of the annual profits earned by the Court from the settlement of disputes brought to the Court on the initiative of the IPF, provided that in the relevant year there were not less than 2 such disputes and their total claim amount was not less than USD 1 500 000.0.

5.4. The decision regarding the recognition of a person as an IPF shall be made by the Court upon recommendation of the Partner or on its own initiative, based on objective assessment of proven information about the corresponding person.

5.5. A large corporation (LC) is a legal entity engaged in commercial activities, with not less than 10 commercial agreements each year, and with the annual turnover of not less than USD 10 000 000.0 for the previous 2-3 years.

5.6. The LC that has concluded at least 3 commercial agreements with the arbitration clause of the Court in the current year (if the total amount of such agreements is not less than USD 5 000 000.0) is entitled to have special conditions of interaction with the Court:

a) A competent official or representative of the LC or any other person nominated by the LC is granted the status of an arbitrator of the Court;

b) The LC is given the opportunity in accordance with the Regulations of the Court to appoint a person (the arbitrator referred to in par. a), who is not an employee or an official representative of the LC, but who is able to objectively and impartially perform the functions of an arbitrator, as a member of arbitral tribunals consisting of 3 arbitrators expected to consider disputes with the participation of the LC;

c) Compensations paid to the LC: 10% of the administrative fee (regardless of the distribution of the fee payment obligations between the parties to the dispute) received by the Court for settling the dispute involving the LC, which was won by the LC; 5% of the administrative fee (regardless of the distribution fee payment obligations between the parties to the dispute) received by the Court for settling the dispute involving the LC, which was lost by the LC.



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d) Bonus payments to the LC at the rate of 1% of the amount of administrative fees received by the Court for settling the disputes without participation of the LC, but with participation of the LC's partners, which have included an arbitration clause of the Court into the corresponding commercial agreement on the initiative of the LC (bonus payment shall be made if the Court becomes officially aware, that the LC's partner has included an arbitration clause in its commercial agreement on the initiative of the LC within 10 days of the conclusion of this agreement and prior to filing a corresponding claim).

5.7. Ideology of cooperation with legal educational institutions and faculties of various countries:

Legal educational institutions and faculties of various countries can be an important element of promoting the dynamic development of the Court. Effectively operating specialized educational organizations are aimed at providing their students with education of the highest quality, and therefore the issues of practical implementation of knowledge, training of teachers, participation of teachers and students (in one form or another) in real legal procedures must be very interesting for them. For example, students of law schools (colleges) could be involved in the documentary information and organizational support of arbitration proceedings as secretary trainees. Representative offices of the Court could be organized at universities (colleges). Here teachers and the best students of these educational institutions could be involved as consultants, secretaries and even arbitrators. Moreover, participation of universities in social activities through the administration of justice or its promotion is the fact that would raise the social status and image of any educational institution, as well as its reputation and ranking. In addition, legal universities (colleges) and faculties are a kind of a compact union of current and future professionals, who could use in their practice and effectively spread properly obtained information about the Court and its activities. Specialists of the specialized educational institutions would be useful for the Court not only as partners or arbitrators, but also as authors of various analytical works about the Court, as well as educators and consultants at the forums held by the Court. Finally, universities (colleges) are also interesting to the Court as premises, which could be used in different countries to conduct arbitral proceedings.

6. Special Provisions

6.1. 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.

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

6.3. 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.

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

7. Final Provisions

7.1. 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.

7.2. This contract was concluded by the parties for a period of one calendar year with the right to prolong it for an indefinite period in the absence of objections of each of the parties.

7.3. Any of the parties may terminate this contract at any time, with the preliminary notification of the other party one month before the desired termination date.

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

7.5. 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



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disputes arising between the parties cannot be settled through negotiations, the corresponding disputes shall be settled according to the following procedure:

7.5.1. The procedure for approval of an arbitration court expected to consider a dispute between the parties may not exceed 15 calendar days;

7.5.2. The Claimant shall send a written notice to the Defendant proposing to select an international commercial arbitration court from among the five institutional arbitration courts proposed by the Claimant;

7.5.3. The Defendant may choose two of the five institutional arbitration courts proposed by the Claimant and add one more to them, proposing the Claimant with a written notice to choose from these three options an arbitration court to consider the dispute.

7.5.4. If the parties fail to agree upon an arbitration court within the term specified in par. 7.5.1. (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.

7.5.5. 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

<u>THE PARTNER</u>	<u>THE COURT</u>
	<p>The AICAC Secretariat address American International Commercial Arbitration Court (LLC) 1209 N Orange Street, Wilmington DE 19801-1120, the State of Delaware, USA</p> <p>The AICAC Secretariat postal address for sending procedural documents and correspondence P.O. Box. 28524 Bellingham. WA 98228- 0524 http://court-inter.us</p> <p>Banking details of the AICAC Bank: Bank of America (Branch at 18 Auburn Way N in AUBURN, WA 98002, Washington) Bank Address: 18 th Auburn Way N Auburn WA 98002 Swift Code: BOFAUS3N Account №: 138115816307</p> <p>President of the AICAC Borys Zhytnigor</p>