

**AGREEMENT № W / N
ON PREPARATION FOR MEDIATION**

Moscow, _____/_____/_____ (dd.mm.yyyy)

Federal State Budget Institution "Federal Institute of Mediation", hereinafter referred to as "Mediation provider" or "Institute", represented by Director Alexander Ugarov, acting under the Charter, and _____, hereinafter referred to as "Party 1", collectively the "Parties", have concluded this Agreement as follows:

1. THE SUBJECT OF THE AGREEMENT

1.1. Party 1 commissions, and the Mediation provider, assumes the obligation to organize preparation for mediation.

1.2. Term of service:

1.2.1. Term of commencement of services: from the date of signing this Agreement;

1.2.2. Deadline for provision of services: completion of preparation for mediation process as defined in accordance with clause 3.3. of the present Agreement.

1.3. Place of rendering services: location of the Institute, unless otherwise agreed by the Parties.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. Party 1 is obliged to:

2.1.1. Submit to Mediation provider information and documents relating to the subject matter of the dispute.

2.1.2. Submit to Mediation provider contact information (telephone numbers, email addresses and the actual location) of the parties to the dispute.

2.1.3. To pay for services of Mediation provider in compliance with terms and conditions of the present Agreement.

2.1.4. Comply with the obligations assumed in accordance with the Mediation Rules of the Mediation provider.

2.2. Party 1 shall be entitled to:

2.2.1. Withdraw from preparation for mediation in compliance with the obligations assumed under the present Agreement.

2.2.2. Request from the Mediation provider clarification of questions arising during the preparation for mediation.

2.3. Mediation provider is obliged to:

2.3.1. Provide to Party 1 requested information on matters relating to mediation procedure, arising during preparation for mediation.

2.3.3. Undertake preparation for mediation in accordance with the Federal Law of 27.07.2010 number 193-FZ "On alternative dispute resolution process involving a mediator (mediation procedure)", other normative legal acts and the Mediation Rules of the Mediation provider to ensure carrying out of mediation.

2.3.4. Ensure confidentiality of information, documents and other materials received and compiled in the framework of this contract, not to disclose their contents without the mutual consent of the parties to the dispute.

2.4. Mediation provider has the right to:

2.4.1. Determine the ways and methods of organization and preparation for mediation in consultation with the Party 1.

2.4.2. Request from the Parties to the dispute oral explanations on issues arising in the course of preparation for mediation process.

3. PROVISION OF MEDIATION PROCEDURE

3.1. Preparing for mediation under this Agreement is performed in accordance with the Federal Law of 27.07.2010 number 193-FZ "On alternative dispute resolution process involving a mediator (mediation procedure)", other normative legal acts and the Mediation Rules of the Mediation provider organizing the process.

3.2. Mediation provider prepares for mediation by advising Party 1 on issues related to preparation and conduct of mediation. If necessary, and under a separate agreement between the Parties, Mediation provider sends to the other party, involved in dispute, invitation to mediate, as well as provides it with information relating to the preparation for mediation process.

3.3. Preparing for mediation shall be deemed completed upon the occurrence of one of the following conditions:

- Signing by the Parties to the dispute of Agreement on conduct of mediation procedure and the Agreement on provision of mediation procedure;
- Withdrawal of Party 1 from further preparation for mediation and/or participation in mediation sessions;
- Refusal of Mediation provider to continue preparation for mediation and/or conduct mediation sessions in cases established by the Law and internal documents of the organization developed on its basis (including cases where mediation process cannot be applied or carried out);
- Rejection by the other party to the dispute of the invitation to participate in mediation, or failure to respond to this proposal within the timeframe stipulated in the invitation to mediate;
- In other cases provided for in this Agreement or negotiated by the Parties.

4. FEES AND TERMS OF PAYMENT

4.1. Party 1 makes payment for services provided by Mediation provider, in the following amounts and manner:

4.1.1. _____ (_____) Rubles, incl. 18% VAT, for one astronomical hour of services by 1 (one) employee of the Institute as a payment for preparation for mediation. In cases where the parties agreed that provision of services involved several employees of the Institute, the total amount of payment is determined by multiplying the per hour rate by the number of employees involved.

The final calculation of the amount of payment is subject to agreement of the parties in the Act of acceptance of services rendered.

4.1.2. Fees for preparation to mediation are non-refundable, regardless of whether mediation procedure will take place or not, and regardless of its outcome.

4.1.3. Services for organization and conduct of the mediation process shall be paid on the basis of a separate agreement.

4.2. Additional costs and fees, if any are required in connection with the fulfillment of this contract, shall be agreed by the Parties separately.

4.3. Fees for preparation to mediation, as well as additional costs and fees in the amount corresponding to the expenses incurred to Mediation provider in connection with the

conclusion and execution of this Agreement, are nonrefundable, regardless of the outcome of mediation process.

4.4. Payments under this Agreement are made by bank transfer or by paying cash to the cashier of the Institute not later than five banking days from the date of signing by the Parties of the Act of acceptance of rendered services (or unilateral act in the cases specified in this contract). By agreement between the Parties payment can be made by way of advance payment.

5. ACCEPTANCE OF SERVICES RENDERED

5.1. Upon provision of services under this Agreement, Mediation provider presents to Party 1 the Act of acceptance of services rendered.

5.2. Party 1 is obliged to sign the Act no later than in three business days from the receipt of the Act of acceptance of services rendered.

5.3. If within the period specified in this Agreement, the Act is not signed by Party 1 and it did not provide a written objection to the Act, contract services are considered rendered and accepted. Act signed by one party is considered confirmation of the proper performance of Mediation provider and its fulfilment of obligations under this contract.

6. CONFIDENTIALITY

6.1. The Parties hereby confirm that information that is exchanged during preparation as well as after the conclusion of this Agreement shall be confidential. The text of this Agreement is confidential.

6.2. For the term of this Agreement and after its termination or cancellation the Parties undertake to maintain confidentiality of any information and data received by each of the Parties in the framework of this Agreement or relating to this Agreement; not to disclose voluntarily, either in general or specifically, the facts, data or information relating to the content of this Agreement to any third party without the written consent of the other Parties to the Agreement. At the same time measures should be no less significant than those which the Parties themselves undertake to protect information of this kind.

6.3. The obligation of confidentiality does not affect provision of information to other party to the dispute and to the authorities in the manner prescribed by the legislation of the Russian Federation.

7. LIABILITY OF THE PARTIES

7.1. In case of failure to fulfill or improper fulfillment of obligations under the present Agreement, the parties shall be liable in accordance with applicable Russian legislation.

7.2. In case of delayed payment under this contract Party 1, which has created delay, is obliged to pay the mediation provider, a penalty (fine) in the amount of 1% of the overdue payment amount for each day of delay.

7.3. The basis for payment of the penalty is a written claim of Mediation provider to the Party to the dispute.

8. TERMS AND TERMINATION

8.1. This Agreement shall come into force upon signature by the Parties and is valid until the parties fulfill the assumed obligations.

8.2. The Agreement may be terminated by agreement of the Parties or unilaterally by written notice no later than 14 days before the date of termination.

9. FINAL PROVISIONS

9.1. In all other respects not provided by the terms of this Agreement the parties shall be governed by applicable Russian legislation.

9.2. All disputes under this Agreement shall be settled through negotiation. If disputes cannot be resolved through negotiation, they are resolved in court at the location of the Institute.

9.3. The Parties may at any time, without prejudice to any other proceedings, seek to settle any dispute arising out of or in connection with the present Agreement by means of mediation process.

9.4. This Agreement is made in two copies having equal legal force, one for each of the parties to the contract.

10. DETAILS AND SIGNATURES OF THE PARTIES

FSBI "Federal Institute for Mediation"

Full title:

Federal State Budget Institution "Federal Institute of Mediation"

Abbreviation:

FSBI "Federal Institute of Mediation"

Legal address:

115093 Moscow, Lyusinovskaya str., bld. 51

Actual address:

115093 Moscow, Lyusinovskaya str., bld. 51

BIN 1027739516815

INN 7725071812/772501001

PPC 7725071812/772501001

Bank details:

FTD in Moscow (client account number
20736SH21830)

a /c 40501810600002000079

Department 1, Moscow

BIC 044583001

Director

_____/_____/

_____/ Ugarov A.S.

Stamp