

AGREEMENT № _____
ON THE PROVISION OF MEDIATION PROCEDURE

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, on the one side,

_____ (passport
_____ issued _____ subdivision code _____),
hereinafter referred to as "Party 1", on the second side, and

_____ (passport _____
issued _____, subdivision code _____), hereinafter referred to as "Party 2", on the third side, collectively referred to as the "Parties", and "Party 1" and "Party 2" separately referred to as "Parties to the dispute", have concluded this agreement as follows:

1. THE SUBJECT OF THE AGREEMENT

1.1. The parties commission, and the Institute assumes the obligation to provide mediation procedure for the parties to the dispute.

_____ - The subject of the dispute.

1.2. Term of service:

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

1.2.2. Deadline for provision of services corresponds to the end of the mediation procedure, determined in accordance with applicable law.

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. The parties are obliged to:

- 1) submit to the Institute, on request, the documents necessary for the mediation process, and other relevant information;
- 2) give the Institute necessary clarifications on issues of interest in the course of organizing and conducting the mediation process;

- 3) timely and in full make payments in accordance with the terms of this Agreement;
- 4) comply with their obligations assumed in accordance with the FIM Mediation Rules.

2.2. The parties have the right to:

- 1) withdraw from mediation proceedings in compliance with the obligations assumed under this Agreement, FIM Mediation Rules;
- 2) receive from the Institute explanation orally on issues arising in the course of the mediation procedure under the present Agreement;
- 3) apply to the Institute with a written statement on the appointment or recommendation of the mediator (mediators) to conduct mediation proceedings in the event that Parties to the dispute cannot choose a mediator (mediators) on their own and by mutual agreement.

2.3. The Institute is obliged to:

- 1) ensure carrying out mediation procedure, in accordance with the Federal Law "On alternative dispute resolution process involving a mediator (mediation procedure)," other applicable Russian legislation, FIM Mediation Rules;
- 2) provide the Parties to the dispute with necessary explanations for matters of interest in the organization and conduct of the mediation process, including provision on request of the Parties to the dispute of necessary information about the requirements of the Russian legislation concerning the interests of the Parties in the issues related to organization and conduct of the mediation process;
- 3) protect confidentiality of information, data, documents and other materials received, compiled and concluded in the course of providing mediation, not to disclose their contents without mutual consent of the Parties to the dispute;
- 4) upon written request of the Parties to the dispute to recommend or appoint a mediator (mediators) for conducting mediation.

2.4. The Institute has the right to:

- 1) determine the ways and methods of organizing and conducting mediation in consultation with the Parties to the dispute;
- 2) receive from the Parties to the dispute oral explanations on issues arising in the course of providing the procedure of mediation;
- 3) terminate the mediation procedure in accordance with the applicable law.

3. CONDUCT OF MEDIATION PROCEDURES

3.1. Mediation under this Agreement is carried out by the Institute in accordance with the requirements of the Russian legislation, the FIM Mediation Rules, and an Agreement on conduct of mediation procedure.

3.2. Within 7 days after the expiration or termination of the mediation process, the Institute sends to Parties to the dispute the Act on provision of services (hereinafter - the Act), which must be signed by the Parties to the dispute within 3 working days from the date of its receipt. If within this period the Act will not be signed by the Parties to the

dispute and they do not present a written objection to the Act, the Act signed unilaterally by the Institute is considered a confirmation of proper fulfillment of obligations under this Agreement by the Institute.

3.3. The total duration (time) of mediation is defined as the amount of time of all the meetings (sessions) of a mediator with the Parties. If Parties want to hold more than one (1) meeting, the start and end of each mediation session is registered in the Act on the conduct of mediation meetings. The total duration (time) of the mediation procedure is registered in the Act on provision of services and the Act on the conduct of mediation meetings (if such an act is committed).

4. FEES AND TERMS OF PAYMENT

4.1. The Parties cover the costs of organizing and carrying out mediation procedure under this Agreement:

- For carrying out mediation by means of joint meetings of the Parties and the mediator – the Parties pay in equal parts for the time of the mediation proceedings spent by the mediator with the Parties;
- For carrying out mediation by means of separate meetings - each Party shall pay the full amount for the time of the separate mediation session spent by the mediator with this Party;
- For organization of mediation - in equal shares.

4.2. For providing mediation under this Agreement Parties to the dispute make payment for services rendered by the Institute in the following amounts and manner:

4.2.1. During the conduct of the mediation procedure:

- 1) ____ (_____) rubles, including 18% VAT, for one astronomical hour of mediation, but not less than the amount specified in subparagraph 2 of this paragraph. The amount of payment corresponding to the amount of services rendered and expenses incurred to the Institute in connection with the conclusion and execution of this Agreement, are non-refundable, regardless of outcome of the mediation process. Payable time of the mediation procedure involves all the time from the beginning of the mediation procedure prior to its termination under the terms defined by the legislation of the Russian Federation. Not payable are gaps between mediation sessions (meetings) when procedure continues on a different day, as well as in other cases, if they have been previously agreed by the Parties to the dispute and the Institute.
- 2) Prior to the commencement of the mediation Parties to the dispute pay the security deposit in the amount of ____ (_____) rubles (including VAT 18%). This amount shall not be refunded, regardless of the total duration of the mediation procedure. If mediation procedure lasts more than three (3) astronomical hours, this amount is considered advance payment for the first three hours of mediation proceedings.

3) If the total duration of the mediation procedure to exceed three (3) astronomical hours, the Parties to the dispute after the end of each mediation session (meeting) are obliged to pay for each hour in excess of the first three hours (the time of the procedure in minutes is rounded up to hours, these minute in excess of one hour shall be rounded up to the next hour).

4) The final calculation of the payment amount for carrying out mediation is agreed by the Parties in the Act.

4.2.2. For the organization of the mediation process, including preparation of necessary documents for mediation and the provision of other services in connection with the mediation, before the start of the mediation procedure the Parties pay a fixed payment of _____ (_____) rubles. This payment is non-refundable regardless of the outcome of the mediation procedure.

4.3. Payments stipulated in subparagraph 3 of paragraph 4.2.1. shall be made within five working days after the end of a mediation session (meeting), but not later than the date of the next session of a mediation.

4.4. The Parties cover other expenses of the Institute, if they are provided for by the Agreement on the provision of mediation and agreed by the Parties.

4.5. All types of payment hereunder shall be made by bank transfer to the settlement account of the Institute, or by paying cash to the cashier of the Institute.

4.6. The parties undertake to make payment in accordance with the conditions defined in this Agreement.

5. RESPONSIBILITY OF THE PARTIES

5.1. 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.

5.2. In the absence of the fact of payment within the period specified in this Agreement, the Institute shall be entitled to recover from the Parties to the dispute penalty in the amount of 0.1% of the due sum for each day of delay. The basis for payment of the penalty is a written claim of the Institute to the Parties to the dispute.

5.3. Termination of mediation, including by the initiative of the Institute, the mediator (mediators), Parties to the dispute or one of the Parties does not mean Institute's failure to fulfill its obligations.

6. TERMS AND TERMINATION

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

6.2. The Agreement may be terminated by agreement of the Parties or unilaterally by either Party with notice to the Institute and the other contracting Parties.

7. CONFIDENTIALITY

7.1. 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.

7.2. 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.

7.3. Questions of confidentiality of information related to the conduct of the mediation process, and disclosure are governed by the agreement of the Parties to conduct mediation.

7.4. The obligation of confidentiality does not affect the instances of providing information to public authorities in the manner and in cases stipulated by the legislation of the Russian Federation.

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 three copies having equal legal force, one for each of the parties to the contract.

9. DETAILS AND SIGNATURES OF THE PARTIES

Party 1

Passport _____
y. _____ ,
subdivision code _____

Registration address:

Place of actual residence:

_____ / _____ /

Party 2

Passport _____
y. _____
subdivision code _____

Registration address:

Place of actual residence:

_____ / _____ /

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