

AGREEMENT ON CONDUCT OF MEDIATION PROCEDURE

Moscow " " _____ 201__

_____ (passport _____, date of issue _____, issued by _____) hereinafter referred to as "Party 1", on one side, and _____ (passport _____, date of issue _____, issued by _____) hereinafter referred to as "Party 2" on the other side, jointly referred to as "Parties", in the presence of representative of the Federal State Budget Institution «Federal Institute of Mediation" (hereinafter - Institute) in the person of Ugarov Alexander, acting under the Charter, have concluded this Agreement on conduct of mediation procedure as follows:

Subject of dispute

1. In order to settle the dispute arisen between the Parties the Parties hereby agree to participate in mediation procedure in conformity with this Agreement.
2. Subject of the dispute and description of the dispute that the Parties are ready to settle using the mediation procedure: _____.

The procedure for mediation

3. The Parties agree that the Institute shall act as organization ensuring the conduct of mediation in conformity with the Mediation Rules of the Institute.
4. The Parties agree that mediation shall be conducted by the mediator(s) of the Institute.
5. The procedure of mediation is determined by the mediator(s) independently taking into account the circumstances of the dispute, preferences of the Parties and necessity to resolve the dispute in shortest terms.
6. In order to settle the dispute between the Parties the Parties by mutual agreement have selected as the mediator (s) _____ (hereinafter - the mediator(s)).
7. The Parties agree that they will do their best to complete the mediation procedure within the term not exceeding 60 days from the moment of signing of this Agreement. In exceptional cases term of mediation procedure can be extended upon the agreement of the Parties, but it shall not exceed 180 days. If mediation procedure is conducted after submission of the dispute to the court or arbitration court, maximum term of mediation shall be 60 days.
8. The parties agree that they can carry out, if necessary, at least one preliminary meeting with the mediator(s) separately from the other Party.
9. The Parties agree to hold the first separate / joint (underline) meeting with the participation of a mediator (s), on /_/_/ _____ 201__.
10. The Parties agree to participate in the mediation procedure in person / with / through their legal representatives _____.

11. If necessary, the Parties may upon the agreement between them and with the mediator engage other persons, whose participation they deem necessary, to take part in mediation.

12. Confidentiality of information:

a) The Parties undertake to preserve the confidentiality of all information related to the mediation process, including the text of this Agreement. Such information may be disclosed only in the case of mutual agreement of all parties to the dispute, as well as in the cases stipulated by the Russian legislation.

b) the Parties, regardless of whether a court or domestic arbitration trial / trial in international arbitration relate to the dispute that is (were) the subject of the mediation proceedings shall not be entitled, unless the Parties agree otherwise, to refer to the following information during judicial or arbitration proceedings:

- on the suggestion to use the mediation procedure made by a Party as well as on the willingness of a Party to participate in this procedure;
- on the opinions and proposals with respect to eventual settlement of the dispute made by either Party;
- on the confessions made by either Party during mediation procedure;
- on the willingness of either Party to accept a proposal of mediator(s) or of the other Party regarding settlement of the dispute.

c) Unless otherwise agreed by the Parties in writing, the Parties may not allow (authorize) mediators, the Institute to transmit, disclose or otherwise disseminate information related to the mediation procedure. However, in order to conduct mediation procedure in case mediators have received from one of the Parties information related to the mediation procedure, they may disclose such information to the other Party only upon the consent of the disclosing Party.

d) The Parties undertake not to call mediator(s) as witness in court, international or domestic arbitration to testify on the circumstances which have come to their knowledge in connection with the performance of responsibilities of mediator in the mediation procedure.

e) The Parties undertake not to carry out an audio or video recording of the mediation procedure, and otherwise by technical or electronic means to record the process of mediation in whole or in any part, including in the case of mediation sessions in the format of online, video or audio conference call.

13. Parties are required in relation to each other and in relation to mediators to refrain from actions or behaviors that may complicate the course of the mediation proceedings, or create obstacles to reach agreement on the dispute.

14. Each Party shall have the right to protect its interests by any means not prohibited by the legislation of the Russian Federation. The Parties by mutual agreement shall be entitled to apply for adjournment of proceedings in court or arbitration court / arbitration, considering the case / accepted the suit, the subject of which is the same as or related to the subject matter of the dispute to be resolved during the mediation, in accordance with this Agreement within a period specified in paragraph 7 of the present Agreement.

15. Each of the Parties may at any time withdraw from the mediation procedure on the basis of written statements submitted to the Institute. Mediation procedure can be

terminated due to conditions stipulated by the legislation of the Russian Federation.

16. The mediation procedure is terminated due to the following conditions:

- 1) conclusion of Mediation (Settlement) Agreement, Memorandum of Understanding by the Parties - from the date of signing of the agreement/memorandum;
- 2) conclusion by the Parties of the agreement to terminate the mediation procedure without reaching an agreement on their differences - since the signing of the agreement;
- 3) A statement of the mediator in writing, addressed to the parties after consultation with them about termination of mediation procedure, in view of its further inappropriateness - on the day of submission of such statement;
- 4) A statement in writing of one, several or all parties, addressed to mediator, refusing to continue the mediation process - from the receipt of the statement by the mediator;
- 5) Expiration of mediation - from the date of its expiration.

Results of the mediation procedure

17. Results of the mediation procedure, in the event of full or partial agreement on their differences, are made by the Parties in writing, in the form of a mediation agreement (document on the settlement of all or some disagreements in the dispute) or any other agreement in accordance with the applicable law. Such an agreement, in any case, must be signed by the Parties (or their representatives). Parties may also sign Memorandum of Understanding, which is an intermediate or final document, whose main purpose is to:

a) summarize the discussions held within the framework of the mediation, in the form of proposals made and accepted by mutual consent of the Parties, which may subsequently become the basis of a Mediation agreement, as well as to promote constructive and productive interaction between the Parties.

b) use the information contained in the Memorandum of understanding information in the event that the Parties consider it necessary to refer to the legal advisor or other expert, in compliance with confidentiality requirements.

18. Legally binding Mediation (settlement) agreement signed by the Parties on their own responsibility, and only after the receipt of qualified legal assistance / advice, consultation with other specialists (accountants, auditors, tax advisors, etc.) - In the case of the need for such consultation.

Responsibility of the Institute and mediators

19. Unless the Parties agree otherwise, Mediators are not entitled to make proposals regarding settlement of the dispute. Role of the mediator and specifics of mediation procedure is explained in the Checklist on the mediation procedure (Appendix A), which is an integral part of this Agreement.

20. Neither Institute nor mediators are liable for contents of the Parties' agreements and subsequently for the consequences arising out of the legally binding agreements made

between the Parties.

21. Institute and mediators are solely responsible for the conduct of the mediation process, its compliance with the requirements of this Agreement, the Mediation Rules of the Federal Institute of Mediation, Code of Professional Ethics (Code of mediators of Russia), adopted by the Institute, and the requirements of the Russian legislation.

Expenses of the Parties

22. OPTION 1. All expenses for the organization and conduct of the mediation proceedings, the Parties shall bear in equal shares, unless the Parties agree otherwise. The amount of payment is determined by agreement of the Parties with the Institute for the provision of the mediation procedure. The Parties undertake to conclude an agreement with the Institute for the provision of the mediation procedure.

OPTION 2: mediation procedure is conducted at no cost to the parties.

Final provisions

23. This Agreement is executed in three copies, one copy for each Party and the Institute.

24. This Agreement and all other agreements concluded pursuant to this Agreement or in connection therewith, as well as all rights and obligations of the Parties arising from it are governed by and construed in accordance with the law of the Russian Federation, unless the Parties agree otherwise.

25. This Agreement shall enter into force upon signature by all Parties.

Details and signatures:

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