

**RULES OF
THE MEDIATION CENTER OF CCI FRANCE RUSSIE
(THE FRANCO-RUSSIAN CHAMBER OF
COMMERCE AND INDUSTRY)**

1. Introduction

1.1 Definition of Mediation

Mediation is a dispute settlement procedure with the assistance of an intermediary, who is an impartial, independent party without the right to make a final decision on the dispute (**the Mediator**), and whose objective is to facilitate the resolution of disputes between the parties or to restore the relations between them.

1.2. Mediation Center

Mediation Center of the Franco-Russian Chamber of Commerce and Industry (**the Mediation Center**) is an institutional body of the Franco-Russian Chamber of Commerce and Industry (**CCI FRANCE RUSSIE**), which promotes mediation solutions and manages Mediation procedures in accordance with these Rules (**the Rules of the Mediation Center**).

The operations of the Mediation Center are governed by the existing laws of the Russian Federation including Federal Law No. 193-FZ dated July 27, 2010, *On the Alternative Procedure for Dispute Settlement with the Assistance of an Intermediary (Mediation Procedure)*, and the Rules of the Mediation Center.

The Mediation Center provides mediation for disputes arising from the relations between entities (business disputes), from the relations within an organisation (all kinds of labor disputes), and any disputes arising from business activities.

The Mediation Center has exclusive jurisdiction to conduct mediation in accordance with these Rules.

1.3. Rules of the Mediation Center

The Rules of the Mediation Center outline the procedure for arrangement and holding of the Mediation by the Mediation Center.

The Mediation Center reserves exclusive power to define and amend the provisions of the Rules of the Mediation Center.

By going into Mediation, parties agree to follow the Rules of the Mediation Center.

2. Confidentiality Clause

The parties, the Mediation Center, the Mediator, and any other person(s) involved in the mediation procedure (**the participants**) must keep any information relevant to the preparation and conduct of mediation, its content and results strictly confidential.

Rules of confidentiality apply to any agreement between the parties reached during the Mediation procedure, except when the law holds the Participant (parties, Mediator, the Mediation Center, experts, translators, and any other person(s) engaged in the Mediation procedure) to the Mediation liable to disclose such information.

Participants have no right to use or disclose the following information in the course of judicial or arbitral proceedings:

- 1) reviews, opinions, confessions, suggestions, and any other information disclosed by the Participant in any form during the Mediation procedure;
- 2) documents, statements or reports filed by the participant during the mediation procedure, except when such information could have been obtained by the person concerned independently of the Participant disclosure.

The aforementioned information may be disclosed during the trial or arbitration only with the consent of all interested Participants or in the cases stipulated by law.

3. Application to the Mediation Center

Application for Mediation can be filed to the Mediation Center by one or several parties via e-mail (to: mediation@ccfir.ru) or by other means which ensure that the application is received by the Center (**Application for Mediation**).

The Application must be prepared in English, French or Russian and contain the following information (if such information is not provided, the Application will be deemed unfiled):

- name, last name, middle name (if applicable) of persons filing the Application to the Mediation Center, company name, state registration number of companies or individual entrepreneurs, mailing address, telephone number, fax number, e-mail address of each of the parties and their representatives signing the Application;
- short description of the dispute, claims of the parties, the value of claimed or disputed amounts;
- grounds for applying to the Mediation Center (agreement of the parties, the judgment, the ruling of the arbitration court, will of the parties);
- a request to resolve the dispute in the Mediation Center in accordance with the Rules of the Mediation Center;

- name, last name, middle name (if applicable) of the Mediator, jointly selected by the parties or a request for the appointment of the Mediator by the Mediation Center;
- the language or languages chosen for Mediation;
- information about current arbitration procedures with regard to the claimed dispute;
- the list of documents enclosed with the Application for Mediation.

The following documents must be attached to the Application for Mediation (if absent, the Application will be deemed unfiled):

- confirmation of the registration fee paid by the party or parties applying to the Mediation Center;
- a copy of the Rules of the Mediation Center with annexes signed by one or more parties applying to the Mediation Center.

If the Application is not filed jointly by all of the parties, the party applying to the Mediation Center shall submit a copy of the Application for Mediation to the other party/parties.

The Mediation Center will inform the other party/parties of the offer of Mediation and send a copy of the Rules of the Mediation Center to each party. The Parties shall submit a written notification to the Mediation Center outlining the consent or refusal to participate in the mediation procedure within 10 days.

In accordance with the Rules of Mediation Center, the Application shall be registered after all of the parties have paid the registration fee.

In case of non-payment or partial payment of the registration fee by the parties, the Application for Mediation shall not be considered.

The Mediation Center will inform the parties of acceptance of the Application and payment of the registration fee by all parties in writing.

Within fifteen (15) days of the date of the notification, the Mediation Center shall offer a prospective Mediator (if a mediator was not selected jointly by the parties).

The parties may resort to the Mediation procedure at any stage of the judicial and arbitration proceedings. If this is the case, the trial shall be suspended in the manner prescribed by the applicable legislation.

4. Mediator

4.1 Requirements for the Mediator

The Mediator is an individual, who is independent, impartial, and not interested in the outcome of the dispute.

If, upon appointment of the Mediator or during the Mediation procedure, the Mediator or any of the parties becomes aware of any factors that may affect the independence or impartiality of the Mediator, the Mediator and the parties shall, considering the opinion of the Mediation Center, decide whether to continue the mediation procedure or revoke the Mediator.

In the event of the withdrawal of the Mediator, or a lack of agreement between the parties with respect to the continuation of the mediation procedure, one of the parties shall inform the Mediation Center, which shall offer another Mediator to the parties.

4.2 Mediator's functions

The Mediator helps the parties to find a compromise, a clear, definitive and real solution to settle the dispute. Mediator is not empowered to resolve the dispute on his/her own.

The Mediator manages the mediation procedure relying on the interests of the parties and the principle of good faith. If necessary, the Mediator may hold individual meetings with each of the parties to the dispute. If this is the case, the Mediator shall ensure equality of the parties to the dispute with respect to the procedure and its confidentiality.

Following the appointment, the Mediator shall sign the declaration whereby he shall assume the obligations to participate in the resolution of the dispute as a Mediator as well as to confirm his/her independence and impartiality.

The Mediator may contact the parties once the appointment is confirmed.

4.2 Selecting a Mediator

The Parties shall have the right to jointly appoint a Mediator approved by the Mediation Center if his/her competence, experience and qualifications meet the set requirements.

If the parties fail to appoint a Mediator by a joint decision, the Mediation Center shall appoint the Mediator at its own discretion or offer a list of Mediators to the Parties. If the parties fail to agree on the list of nominations within 15 days of the date of submission of the list by the Mediation Center, the Mediation Center has the right to appoint a Mediator of its choosing.

Each of the parties may revoke the Mediator appointed by the Mediation Center any time, if they doubt his/her independence, neutrality and impartiality.

When appointing the Mediator, the Mediation Center shall consider the personal characteristics of the Mediator, including independence, neutrality and impartiality, nationality, language skills, qualifications and experience.

If necessary, the parties or the Mediation Center may appoint several mediators (co-mediation).

The Mediator does not have the right to represent any of the parties involved in the dispute in any court and arbitration proceedings related to the subject matter of the dispute resolved through mediation, nor to provide any consultation to either of the parties. The Mediator cannot be an arbitrator in any arbitration proceedings conducted after the Mediation, except when the parties apply for his/her appointment as an arbitrator.

If circumstances that may affect the independence, neutrality and impartiality of the Mediator arise before or during the Mediation, the Mediator shall promptly inform the parties and the Mediation Center. If this is the case, the parties shall decide whether to continue the Mediation or to revoke the Mediator.

The Mediator and/or the parties may, by a joint decision, replace the Mediator or hire one or several other Mediators. Appointment of a new Mediator shall be in accordance with the provisions of this Clause.

4.4. Agreement to Mediate

No later than the first meeting organized by the Mediator, the parties and the Mediator shall sign an Agreement to Mediate. The Agreement to Mediate, a draft of which shall be drawn up and offered to the parties by the Mediator, shall contain the following information:

- 1) a brief description of the dispute;
- 2) contact details of the Mediator and the parties;
- 3) a reference to the Rules of the Mediation Center, specifically the rules of the Mediation procedure;
- 4) the language or languages used during the mediation procedure;
- 5) a tentative schedule of mediation sessions (meetings) and term of the Mediation;
- 6) terms of payment of the Mediator's fees by the parties.

The beginning of the mediation procedure shall be the date of signing of the Agreement to Mediate by the parties and the Mediator.

The Agreement to Mediate shall be signed with a copy for each of the parties and extra copies for the Mediator and the Mediation Center.

After signing the Agreement to Mediate the Mediator shall send one copy to the Mediation Center.

5. Mediation Procedure

The Mediator is entitled to freely determine the course of the mediation procedure, taking into account the specifics of the dispute and the wishes of the parties.

The parties can be involved in the Mediation in person or through representatives authorized to negotiate and sign the Mediation Agreement in case of a successful Mediation, on behalf of the Parties.

The Parties have the right to resort to the services of the consultants at any stage of the Mediation.

The Mediator shall, at his/her sole discretion, conduct joint and individual meetings with the parties, providing them with an opportunity to hear each other's positions, discuss their interests relating to the subject matter of dispute, and to come to a mutually acceptable solution.

The Mediator may, if necessary, and with the consent of the parties, bring experts to take part in the mediation.

Unless another location is agreed on by the parties and the Mediator, the Mediation shall take place in the premises of the Mediation Center (10 /1 Milyutinsky per., Moscow).

The Parties agree to act in good faith during the entire Mediation procedure.

If the parties come to an agreement on the settlement of the dispute in the course of the Mediation, they shall fix their agreements in the Mediation Agreement in writing.

The Mediation Agreement shall be made by the parties, who may employ the services of consultants if necessary.

The Mediation Agreement is a civil contract, to which the rules of law chosen by the parties apply.

If the Mediation process has been initiated in the course of judicial or arbitral proceedings, the parties or the Mediator will inform the court of the signing of the

Mediation Agreement (without disclosing the conditions of such Agreement, except when required by the law or agreement of the parties) to complete the current proceedings.

6. Termination of Mediation

The Mediation procedure shall be terminated on date of one of the following events:

- 1) signing of the Mediation Agreement;
- 2) notification from the Mediation Center on the decision of one of the parties or the Mediator to cease the Mediation procedure;
- 3) notification from the Mediation Center on the termination of the Mediation due to non-payment of expenses and Mediation payments by one or several parties.

The Mediation Center shall notify the parties on the termination of the Mediation proceedings.

7. Mediation Fees

Fees for the Mediation are payable in the amount specified in the table of fees for the Mediation services attached to the Rules of the Mediation Center and are valid on the date of signing the Agreement to Mediate, unless otherwise agreed by the parties, the Mediator and the Mediation Center.

All amounts are given in Euros not including taxes. Mediation fees may be paid in Euros or in rubles at an exchange rate of the Russian Central Bank as of the day of payment. The selection of the payment currency shall be at the discretion of the parties, who rely on the provisions of the applicable law.

In case of non-payment of Mediation fees within the period set by the Mediation Center, the Mediation procedure may not be initiated or shall be suspended.

If the specified amounts are not paid within fifteen (15) days of the suspension of the Mediation process, the Mediation Center are entitled not to start the Mediation or, if the procedure has started, to suspend it.

Mediation fees shall be determined exclusively by the Mediation Center and are payable by the parties in equal portions.

7.1. Registration Fee

To enable the Mediation Center to review the Application for Mediation, the parties shall pay a registration fee, the amount for which is set in the table of the Mediation fees.

Applications submitted without proof of full payment of the registration fee by each party will not be accepted by the Mediation Center.

The registration fee is non-refundable.

7.2. Mediator's fees

On request of the Mediation Center the parties shall be obliged to make advance payments to cover administrative costs of the Mediation Center for the Mediation procedure, as well as to cover additional expenses and the Mediator's fees.

Administrative costs of the Mediation Center include costs for the administrative support of the Mediation procedure, provision of premises for the mediation meetings, as well as for the maintenance and promotion of the Mediation Center.

Additional costs include transportation costs of the Mediator, and, if applicable, costs for the Mediator's accommodation, rental costs (if Mediation is carried out in a location other than Mediation Center), the cost of translation services, and other expenses agreed upon by the parties and the Mediator, the information thereon was submitted to the Mediation Center.

The Mediation Center shall, upon completion of the Mediation procedure, calculate the total cost of the Mediation and issue an invoice for the balance of the incurred expenses to the parties or reimburse the amount of the advance payments made in excess of the Mediation costs.

8. Responsibilities of the Mediation Center and the Mediator

The Mediation Center and the Mediator shall not be responsible for the results of the Mediation, or the consequences of the agreements reached by the parties during the Mediation procedure. The Mediation Center and the Mediator shall not be responsible for the actions and opinions of any experts involved in the Mediation procedure.

9. Applicable Law

The applicable law shall be the law of the Russian Federation, unless otherwise expressly stated in the Rules of the Mediation Center.

10. Miscellaneous

The Rules of the Mediation Center are drafted in French, Russian and English. All three versions are valid; in the event of discrepancies between the Russian, English and French version, the Mediation Center reserves the right to interpret the meaning of the disputed provisions and to address any issues of application.

The Rules of the Mediation Center shall apply in the revision effective at date of signing of the Agreement to Mediate.