

**Approved by the General Meeting
of the Non-profit making partnership
“Association of European Businesses”
Protocol n/n as of _____2018**

**RULES
OF THE AEB ARBITRATION COURT**

Moscow 2018

I. GENERAL PROVISIONS

§ 1. The AEB Arbitration Court

1. The AEB Arbitration Court ("AEB AC") is established by resolution of the non-profit partnership Association of European Businesses (AEB) as an independent permanent arbitration institution (arbitration court) operating in accordance with the legislation of the Russian Federation.

2. The location of the AEB AC is Moscow.

3. The AEB AC performs its activities on the legal basis provided by Law No. 5338-1 of the Russian Federation of 7 July 1993 "On international commercial arbitration", and Federal Law No. 382-FL of 29 December 2015 "On arbitration in the Russian Federation".

§ 2. Application of the Rules

1. The Rules of the AEB AC (the "Rules") are applied in respect of:

a) disputes arising out of contractual and other civil law relations arising in the course of foreign trade and other types of international economic relations, including if any place where a significant part of the obligations arising from the relations of the parties should be performed or the place most closely related to the subject of the dispute is abroad; disputes arising from foreign investments in the Russian Federation or Russian investments abroad, and other disputes, which can be examined in international commercial arbitration in accordance with Law No. 5338-1 of the Russian Federation of 7 July 1993 "On international commercial arbitration", as well as other federal laws or international treaties of the Russian Federation, which are examined by the AEB AC, and

b) disputes between parties to civil law relations that do not relate to the international commercial arbitration referred to in clause a) above (internal disputes) and are subject to examination in accordance with Federal Law No. 382-FL of 29 December 2015 "On arbitration in the Russian Federation", which are examined by the AEB AC.

2. The AEB AC by agreement of the parties may review disputes from contractual and other civil law relations arising in the course of foreign trade and other forms of international economic relations, including disputes involving individuals, if the commercial enterprise of at least one party is abroad, or any place where a significant part of the obligations should be performed that arise out of the relations between the parties, or a place to which the subject of the dispute is most closely connected is located abroad, as well as disputes in connection with the implementation of foreign investment in the Russian Federation or Russian investments abroad.

In accordance with the Rules, disputes between Russian legal entities and Russian citizens who are sole proprietors are also examined.

3. In accordance with the Rules, the AEB AC may also examine disputes arising from agreements concluded before 1 September 2016 that can be examined in international commercial arbitration on the basis of Law No. 5338-1 of the Russian Federation of 7 July 1993 "On international commercial arbitration" in the version in effect at the time of their conclusion.

4. The Rules shall be applied in conjunction with the Provision on Arbitration Fees and Expenditures examined in the AEB AC, as well as, as appropriate, together with other rules for the arbitration of certain types of dispute in the AEB AC, with regards to their scope.

§ 3. Organizational structure of the AEB AC

1. In order to administer arbitration, the Presidium of the AEB AC (the “Presidium”) is established within the AEB AC, which includes the chairperson and vice-chairpersons of the AEB AC and the Secretariat.

2. The Presidium fulfils the functions of the Nomination Committee, i.e. it is a collegial body that appoints, removes and terminates the powers of arbitrators, and performs other functions as provided for by Russian law and these Rules.

3. The Presidium consists of five to seven persons - the chairperson of the Presidium and vice-chairpersons of the Presidium. The chairperson of the Presidium is the AEB AC chairperson. Deputies are elected by persons on the recommended list of arbitrators for a term of two years.

If, after the expiration of this period, new members have not been elected to the Presidium, the current members of the Presidium shall continue to perform their functions until the election of new members.

4. The Presidium carries out the functions assigned to its competence by these Rules, analyses arbitration practice, including the application of the Rules of the AEB AC, and works on disseminating information on the activities of the AEB AC, issues related to AEB AC international relations, and other issues related to the activities of the AEB AC.

5. Decisions are adopted by the Presidium on a collegiate bases by a simple majority of votes provided that at least four members of the Presidium participate in the session, including the Presidium chairperson. In the case of a tied vote, the vote of the chairperson of the Presidium is decisive.

Decisions adopted by the Presidium are recorded in minutes. The minutes are signed by the Presidium chairperson and the secretary of the Presidium.

6. In urgent cases, decisions adopted by the Presidium may be taken by poll with the subsequent recording of the results in the minutes.

7. The executive secretary of the AEB AC performs the functions of the secretary of the Presidium.

8. Members of the Presidium shall refrain from participating in any discussion of and adoption by the Presidium of decisions on matters relating to arbitration proceedings in which they participate.

9. The Presidium may delegate some of its functions to the chairperson of the AEB AC to the extent that it is consistent with Russian law.

10. In the performance of their functions members of the Presidium shall be impartial and independent. A member of the Presidium who is not impartial and/or independent in respect of a particular case examined under these Rules (for example, due to an economic interest in one of the parties or with its representative or by appointment as an arbitrator in this case) shall not participate in the adoption by the Presidium of any decisions on such a case.

§ 4. Chairperson and vice-chairpersons of the AEB AC

1. The chairperson of the AEB AC is appointed by the AEB General Meeting on the recommendation of the General Director.

The AEB vice-chairpersons are elected by the persons on the recommended list of arbitrators for a term of two years.

The decision to elect a member of the Presidium is deemed adopted if the majority of the

persons on the recommended list of arbitrators voted for it. The voting may be held in absentia.

Candidates to the Presidium members are proposed for voting from the recommended list of arbitrators by the chairperson of the AEB AC from among highly qualified persons who have perfect professional reputation.

The Presidium is partly rotated every three years to ensure that at least one third of the Presidium is changed.

If the new chairperson of the AEB AC and the new vice-chairpersons of the AEB AC have not been appointed/elected after the expiration of the specified period, the current chairperson and vice-chairpersons of the AEB AC shall continue to perform their functions until the new composition of the Presidium is appointed/elected in accordance with this paragraph.

2. The chairperson of the AEB AC acts within the scope of its competence specified in these Rules, and acts on behalf of the AEB AC in the Russian Federation and beyond.

The functions of the chairperson of the AEB AC include the organisation of the work of the AEB AC Presidium, the convening of AEB AC Presidium meetings, the creation of their agenda and organisation of voting on the issues of the day, the organisation at meetings of minutes taking and other functions.

3. The functions of the AEB AC vice-chairpersons are determined by the AEB AC chairperson. In the absence of the chairperson of the AEB AC, the functions are performed by the first vice chairperson of the AEB AC or, in the absence of the first vice chairperson of the AEB AC, by another vice chairperson of the AEB AC.

The first vice chairperson of the AEB AC is nominated by the chairperson of the AEB AC and is confirmed by the Presidium.

4. Once a year, the chairperson of the AEB AC, together with the executive secretary of the AEB AC, submits a statistical report to the CEO of AEB .

§ 5. Secretariat

1. The Secretariat carries out the functions necessary to ensure the activities of the AEB AC in accordance with these Rules, including the organisation of clerical work on disputes examined by the AEB AC.

2. The Secretariat is headed by the executive secretary, appointed by the CEO of the AEB. The person appointed to executive secretary of the AEB AC has higher legal education and is fluent in English.

3. The executive secretary of the AEB AC has a deputy. The executive secretary delegates duties between his or her deputy and other members of the Secretariat.

4. In the performance of functions related to the examination of cases in the AEB AC, the executive secretary shall be guided by the provisions of these Rules and report to the chairperson of the AEB AC.

II. COMMENCEMENT OF ARBITRATION PROCEEDINGS

§ 6. Submission of a claim

1. Arbitration proceedings begin by the filing of a statement of claim.

2. The date of filing a statement of claim is the day it is received by the AEB AC, and when sending the claim by post, the date of the stamp of the post office of the place of departure, and with

express delivery, the date of the consignment note.

§ 7. Contents of the statement of claim

1. The statement of claim shall include:
 - a) The date of the claim;
 - b) Name (surname, name and, if available, patronymic) and the location (residence) of the parties to the arbitration, their postal addresses, phone numbers, fax numbers and e-mail addresses;
 - c) Justification of the competence of the AEB AC;
 - d) Claimant's claims;
 - e) Circumstances on which the claimant bases his claims;
 - f) Evidence proving the grounds for the claims;
 - g) Substantiation of the claims, in view of the applicable law;
 - h) Amount of the claim;
 - i) Calculation of the amount of each claim;
 - j) List of documents and other case files accompanying the statement of claim.
2. The statement of claim is signed by the claimant or his representative with documentary confirmation of his authority to do so.
3. If this follows from the agreement of the parties, the statement of claim shall include information regarding the establishment of the arbitration court, in particular the arbitrator chosen by the claimant and the reserve arbitrator in accordance with section 20 of the Rules.

§ 8. Amount of the claim

1. The amount of the claim is determined by:
 - a) In claims related to the recovery of money - the amount claimed, and to recover interest that continues to accrue - the amount calculated at the date of filing of the claim;
 - b) In claims related to reclaiming property - the value of the claimed property;
 - c) In claims related to recognising or transforming legal relations - the value of the subject of legal relations at the time of filing of the claim;
 - d) In claims related to a certain action or inaction - on the basis of the available information on the financial interests of the claimant.The claimant is obliged to indicate in the statement of claim the amount of the claim also in those cases when the claims or part of them are of a non-monetary nature.
2. If a claim consists of several claims covered by one arbitration agreement, the amount of the claim shall be the sum of all claims.
3. If a claim consists of several claims covered by different arbitration agreements, the amount of the claim is determined according to each claim covered by each of the arbitration agreements.
4. The amount of the claim does not include claims for the reimbursement of arbitration costs.
5. If the claimant has not determined or incorrectly determined the amount of the claim, the executive secretary of the AEB AC or the arbitration court determines the amount of the claim based on the available information.

§ 9. Elimination of deficiencies in the statement of claim

1. If the statement of claim is filed without observing the requirements stipulated in the Rules, the executive secretary of the the AEB AC may request the claimant to eliminate the discovered deficiencies within, as a rule, not more than 15 days after receipt of the said request.

2. Where the claimant, in spite of the request to eliminate the deficiencies, does not eliminate them within the prescribed period, the proceedings shall continue with the adoption, in the manner prescribed in the Rules, of an arbitration award or ruling to terminate the arbitration proceedings.

3. The provisions of this paragraph apply accordingly to a counterclaim, a request to offset a claim, a claim against an additional party, and a claim filed by an additional party.

§ 10. Response to the statement of claim

1. Subject to section 9 of the Rules, the Secretariat shall notify the defendant about the filing of the statement of claim and send him a copy of the statement of claim and the documents attached thereto after they have been submitted in the required number of copies and after full advance payment of the arbitration fee is received.

2. The Secretariat shall request the respondent, as a rule not more than 30 days from the date of receipt of a copy of the statement of claim, to submit a response to the statement of claim. At the request of the respondent, if there are valid reasons, this term can be extended by the executive secretary of the AEB AC, and after the establishment of the arbitration court, by its chairperson.

3. The response to the statement of claim shall include:

- a) The date of the response to the statement of claim;
- b) Name (surname, name and, if available, patronymic), and location (residence), postal address, phone number, fax number and e-mail address of the respondent;
- c) Respondent's response recognising or objecting to the claims;
- d) Circumstances on which the respondent bases his objections;
- e) Evidence proving the grounds for the respondent's objections;
- f) Substantiation of the respondent's position, in view of the applicable law;
- g) List of documents attached to the response to the statement of claim and other case materials.

4. The response to the statement of claim is signed by the respondent or his representative with documentary evidence of his authority to do so.

5. The provisions of this paragraph apply accordingly to responses to a counterclaim, a request to offset a claim, responses to a claim against an additional party, and a claim filed by an additional party.

§ 11. Counterclaims and claims to be offset again other claims

1. Within a period not exceeding 30 days from the date of receipt of a copy of the statement of claim, the respondent shall have the right to file a counterclaim or claim to be offset again another claim.

2. Such a counterclaim or claim to be offset again another claim can be examined provided that:

- They are covered by one arbitration agreement along with the requirements for the initial

claim;

or

- They are covered by another arbitration agreement enabling the transfer of disputes to the AEB AC and compatible with the first arbitration agreement in its content, and also, if the counterclaim or claim is related to the initial claim in substantive law.

3. If the arbitration proceedings are delayed due to an unreasonable delay on the part of the respondent of the counterclaim or claim to be offset against another claim, the respondent may have to reimburse any additional expenses and costs borne by the other party as a result of this delay.

The arbitration court may not allow the filing of a counterclaim or claim to be offset against another claim in view of the delay.

4. The counterclaim and claim to be offset against another claim shall comply with the respective requirements of the Rules related to the initial claim.

§ 12. Costs associated with the resolution of a dispute

1. When filing a statement of claim, the claimant shall pay the registration fees. Before the registration fee is paid, the claim is not considered to be filed.

2. The claimant is obliged to pay an arbitration fee in advance on the submitted claim. Until the advance payment of the arbitration fee is paid in full, the case does not move forward.

4. The amount of the registration and arbitration fees, the procedure for their payment and allocation, and the procedure for covering other expenses related to the resolution of a dispute are determined by the provision on arbitration fees and costs.

III. PRESENTATION AND SUBMISSION OF DOCUMENTS

§ 13. Procedure for submitting documents

1. All documents relating to the commencement and conduct of arbitration shall be submitted by the parties to the AEB AC in six copies of the same completeness, and in case of the examination of a dispute by a sole arbitrator - in four copies with a corresponding increase in the number of copies with the participation of more than two parties to the dispute, unless otherwise determined in the case of necessity by the executive secretary of the AEB AC or the arbitration court.

2. The Secretariat or the arbitration court shall be entitled to request the parties to submit the documents specified in Clause 1 of this paragraph in electronic form.

§ 14. Sending and delivery of documents

1. Prior to the formation of the arbitral tribunal, all documents relating to the commencement and conduct of arbitration proceedings shall be submitted to the Secretariat with a copy for each party to the case to the addresses indicated by the party to whom the documents are sent or by the other party.

If required, the Secretariat sends each of the parties the case documents to the addresses given by the party to whom the documents are sent or by the other party. All documents submitted by one of the parties to the Secretariat shall be forwarded by it to the other party if these documents were not forwarded in the course of the arbitration by that party to the other party. The parties should also be forwarded any expert opinions or other documents of evidentiary value on which an

arbitration award may be based.

The parties are obliged to immediately inform the Secretariat and the other party about any change to the previously given addresses.

2. After the formation of the arbitral tribunal, all correspondence and exchange of information is carried out directly between the arbitral tribunal and the parties (with copies sent to the Secretariat).

3. Claims, responses to statements of claim, summons, arbitration awards and rulings are sent by the Secretariat by registered mail with an acknowledgement of receipt or other method in which the attempt to deliver the respective document is registered.

4. Other documents may be sent by registered or non-registered mail, or in electronic form, or other method in which the sending of the respective document is registered.

5. A document is deemed to be received on the day it was received by the party or when it should have been received when sent in accordance with the preceding clauses of this paragraph, including if the person did not come to receive the message, refused to accept it, or was not located or did not reside at the given address.

6. When a representative is appointed by a party, the case documents are sent or given to that representative, unless the party has notified otherwise, and is deemed to be sent or handed to such party.

IV. MULTIPLE CLAIMS AND PARTICIPANTS IN ARBITRATION PROCEEDINGS

§ 15. Combining several claims in one claim

The claimant may combine several claims in one claim that can be examined provided that:

- They are covered by one arbitration agreement;

or

- They are covered by several arbitration agreements that enable the transfer of disputes to the AEB AC and are compatible with each other in their content, and are also linked in substantive terms.

§ 16. Consolidating arbitration for several cases

1. On the request of any party, the Presidium can consolidate arbitration proceedings for several cases, if all parties agree on this action.

2. On the request of any party, the Presidium is also entitled to consolidate arbitration proceedings in several cases, provided that:

- All claims are covered by the same arbitration agreement and there are no other obstacles to combining arbitration proceedings;

or

- The claims are covered by several arbitration agreements that enable the transfer of disputes to the AEB AC and are compatible with each other in their content, and are also linked in substantive terms.

When deciding on the possibility of consolidating arbitration proceedings for several cases, the Presidency takes into consideration, among other things, the stage of arbitration in the various cases, the possible risk of contradictory awards by arbitration courts, and the expediency of the most

effective conduct of the proceedings.

3. Unless all parties have agreed otherwise, arbitration proceedings for several cases are consolidated in the arbitration proceedings that were initiated first. In this case the powers of arbitrators in other proceedings are terminated.

4. The consolidation of arbitration proceedings is impossible if, by the time of the filing of the corresponding request for the second and subsequent cases, the establishment of an arbitration court with an unmatched composition was completed, except for when all parties have given consent to such a consolidation. If the Presidium decides that it is not permissible to consolidate arbitration proceedings for several cases, the arbitration proceedings continue in previously initiated separate cases.

§ 17. Participation of an additional party

1. The party to the arbitration may file a claim against an additional party that may be examined provided that:

- Claims against the additional party are covered by the same arbitration agreement on which the initial claim is based;

or

- Claims against the additional party covered by other arbitration agreements that enable the transfer of disputes to the AEB AC and are compatible with with the first arbitration agreement in their content, and are also linked in substantive terms.

2. Subject to any of the conditions specified in Clause 1 of this paragraph, a person who is not a claimant or a respondent may enter into arbitration as an additional party by filing a claim against the claimant and/or respondent.

3. With respect to a claim against an additional party and a claim by an additional party, the respective provisions on counterclaims stipulated in section 11 of the Rules apply, unless it otherwise follows from the essence of the claims.

4. The additional party to which a claim is brought, submits to the AEB AC a response to the statement of claim to which the respective provisions of section 10 of the Rules apply.

5. The additional party to which a claim is brought may file a counterclaim against either party, or file a claim to be offset against another claim, subject to the terms stipulated in section 11 of the Rules.

6. For the purposes of establishing an arbitration court, the additional party may be deemed to be a co-claimant or a co-respondent, depending on the substance of the claims filed against it or the claims filed by it, unless it otherwise follows from the essence of the claim. In this case Clause 8 of section 20 of the Rules applies. If, on the basis of the substance of such claims, the additional party cannot be deemed to be a co-claimant or a co-respondent for these purposes, the Presidium may appoint arbitrators for the parties.

7. The filing of a claim to an additional party or by an additional party after completion of the formation of an arbitration court is allowed provided that the additional party accepts the arbitration in the state in which it is at such a time and refuses to challenge the arbitration proceedings that took place before that time, including the submission of objections on the procedure for the formation and composition of the arbitration court.

8. The arbitration court may not allow a claim to be filed against an additional party or by an additional party, taking into account the degree to which such a claim is linked to the initial claim, the stage of the proceedings, and the expediency of the most effective conduct of the proceedings. In

this case, such a claim can be filed in a separate hearing.

§ 18. Participation of third parties

1. The involvement of a third person who has not filed a claim against the parties to the arbitration proceedings, as well as the entry into arbitration of such a third person, is permitted provided that:

- All parties and the third party are bound by one arbitration agreement;

or

- All the parties and the third party have agreed to conduct arbitration proceedings with the participation of such a third person within a period of not more than 15 days from the date of receipt of the request, unless the executive secretary of the AEB AC or the arbitration court has established a longer period in view of specific circumstances.

2. Any motion for the involvement of a third party or motion for entry into arbitration of a third party shall be provided before the deadline for submission of the response to the statement of claim. If there are valid reasons, this term can be extended by the executive secretary of the AEB AC, and after the establishment of the arbitration court, by its chairperson.

§ 19. General provisions on multiple claims and participants in arbitration proceedings

1. By expressing consent to the transfer of disputes to the AEB AC, a person agrees with the possibility of combining several claims in one case, consolidating arbitration proceedings for several cases, and involving additional parties in accordance with the provisions of the Rules.

2. The objections of any party regarding the combining of several claims in a single claim or the involvement of additional parties are examined according to the procedure established in section 29 of the Rules.

V. COMPOSITION OF THE ARBITRATION COURT

§ 20. Establishment of the arbitration court

1. Unless the parties agree otherwise, the arbitration court shall be established in accordance with clauses 2-9 of this paragraph.

2. The arbitration court shall be established with three arbitrators, if, in view of the total amount of all claims submitted within the established time limit (generally not exceeding the equivalent of EUR 50,000 without regards to the requirements to collect interest and reimburse arbitration costs) and other circumstances, the Presidium does not adopt a decision at its discretion that the case is subject to resolution by a sole arbitrator.

3. When establishing an arbitration court consisting of three arbitrators, the claimant shall notify the arbitrator elected by him within a period of not more than 15 days from receiving the notification from the Secretariat, if the election was not conducted by the claimant earlier.

4. If the claimant does not elect the arbitrator within the time limit specified in Clause 3 of this paragraph, the arbitrator shall be appointed by the Presidium from the list of arbitrators.

5. When establishing an arbitration court consisting of three arbitrators, the claimant, within a period of not more than 15 days after receiving the notification from the Secretariat on the election or appointment of an arbitrator on the part of the claimant, informs the Secretariat about the

elected arbitrator.

6. If the respondent does not elect the arbitrator within the time limit specified in Clause 5 of this paragraph, the arbitrator shall be appointed by the Presidium from the list of arbitrators.

7. When establishing an arbitration court consisting of three arbitrators, the chairperson of the arbitration court is appointed by the Presidium from the list of arbitrators.

8. In the case of a plurality of persons on the claimant's or respondent's side, when establishing an arbitration court consisting of three arbitrators, persons on the claimant's and respondent's side shall elect one arbitrator by agreement.

If an agreement is not reached between the persons on the claimant's or respondent's side, an arbitrator is appointed by the Presidium from the list of arbitrators. In this case the Presidium may also appoint an arbitrator for the other party. In this case, the powers of the arbitrator elected by the other party are terminated.

9. If the case is examined by a sole arbitrator, then the sole arbitrator is appointed by the Presidium from the list of arbitrators.

10. When electing or appointing an arbitrator, an reserve arbitrator may be elected or appointed.

11. The functions of the arbitration court and its chairperson stipulated in the rules apply to the sole arbitrator.

§ 21. Withdrawal of an arbitrator

1. Each of the parties may request the withdrawal of an arbitrator only if circumstances exist that give rise to justifiable doubts as to his or her impartiality or independence, or if he does not comply with other requirements of the agreement of the parties or the applicable law.

In itself, the party's request for withdrawal does not suspend or terminate the powers of the arbitrator.

2. A party may request the withdrawal of an arbitrator whom it elected or in whose election participated, only for reasons the party becomes aware after the election.

3. A written request by party for withdrawal containing the reasons for it shall be submitted to the Presidium no later than 15 days after the party has learnt about the establishment of the arbitration court or after the party has learnt about circumstances that may serve as grounds for withdrawal. If there is no notice of the request for withdrawal within the specified time, the party, in accordance with section 49 of the Rules, is considered to have waived its right to request such a withdrawal.

The Presidium, however, can take into consideration the merits of a request for withdrawal submitted out of the deadline, in view of the validity of the reasons for missing the deadline and the nature of the grounds for rejection by the party indicated.

4. If the arbitrator being asked to withdraw does not remove himself or the other party does not agree to the withdrawal, the request for withdrawal is resolved by the Presidium.

The Presidium may, on its own initiative, decide on the withdrawal of an arbitrator on the grounds specified in Clause 1 of this paragraph.

5. The provisions of clauses 1-4 of this paragraph shall also apply to an arbitrator elected or appointed as a reserve arbitrator.

6. For the respective reasons specified in Clause 1 of this paragraph, the rapporteur, expert and interpreter involved in the arbitration proceedings may be withdrawn. In this case, the request for withdrawal is decided on by the arbitration court.

7. A request for the withdrawal of an arbitrator cannot be filed again on the same grounds.

§ 22. Termination of powers of an arbitrator for other reasons

1. If an arbitrator is legally or practically unable to participate in the examination of a dispute, or does not participate in a dispute over an unreasonably long period of time, his or her powers shall be terminated if the arbitrator removes himself or the parties agree on the termination of such powers.

2. If an arbitrator has not removed himself and there is no agreement between the parties to terminate his powers on any of the grounds specified in Clause 1 of this paragraph, either party may request the Presidium to resolve the issue on the termination of the powers of the arbitrator.

The Presidium may, on its own initiative, decide to terminate the powers of an arbitrator on the grounds specified in Clause 1 of this paragraph.

3. When adopting a decision on the withdrawal of an arbitrator or on the termination of his powers for other reasons, the Presidium is not obliged to justify its decision.

4. The self-withdrawal of an arbitrator or consent of the parties to the termination of his powers in accordance with Clause 1 of this paragraph or Clause 1 of section 21 of the rules does not mean the recognition of any of the grounds mentioned in Clause 1 of this paragraph or Clause 1 of section 21 of the rules.

5. The powers of an arbitrator shall terminate upon the adoption of a decision on the case.

6. In the cases stipulated in section 45 of the rules, the powers of an arbitrator shall be renewed and then terminated after the completion of the procedural actions stipulated in this paragraph.

§ 23. Changes in the composition of the arbitration court

1. If the arbitrator has refused to assume these functions, has removed himself, was withdrawn, or if his powers are terminated by agreement of the parties, and otherwise his powers are terminated, he is replaced by the respective reserve arbitrator in case of his election or appointment.

In cases where such a replacement can not occur, a new arbitrator shall be appointed or elected in accordance with the Rules. If the arbitrator was appointed by the Presidium, the new appointment is made by it. If the arbitrator chosen by the party refused to assume the functions of an arbitrator, was removed or his powers were terminated for other reasons, the Presidium may make a new appointment from the list of arbitrators.

The provisions of this clause shall apply, unless otherwise stipulated in the Rules, or unless the parties agree otherwise.

2. If necessary and subject to the views of the parties, the arbitration court with its new composition may reexamine issues that were already examined at previous oral case hearings held before the replacement was made.

3. If the issue of changes to the composition of the arbitration court arises after the arbitration court has begun to issue an arbitration award (Clause 2 § 40 of the Rules), the Presidium, taking into account the opinion of the parties retaining their powers of arbitration, and proceeding from the circumstances of the case, may decide to terminate the arbitration proceedings on the case with the remaining composition of the arbitration court.

VI. CONDUCT OF ARBITRATION PROCEEDINGS

§ 24. General principles of arbitration proceedings

1. Arbitration proceedings shall be conducted on the basis of the principles of discretion, competition and the equal treatment of the parties.

2. The parties and their representatives v use their procedural rights in good faith, not abuse these rights and observe the established terms for their implementation.

§ 25. Place of arbitration

1. The place of arbitration shall be the Russian Federation, the city of Moscow.

2. If the parties have not agreed otherwise, oral hearings are held in the city of Moscow. If oral hearings are held elsewhere, the additional costs arising in connection with this are borne by the parties.

3. Unless otherwise agreed by the parties, the arbitration court may, in consultation with the AEB AC Executive Secretary, if necessary, hold oral hearings and other meetings to hold a meeting between the arbitrators, hear witnesses, experts or parties, and inspect goods, other property or documents in any other place outside the city of Moscow.

§ 26. Language of arbitration

1. The parties are free to agree on the language or languages to be used in the course of the arbitration. Such an agreement, if not otherwise specified, refers to any written request by a party, any hearing and any award, ruling or other statement made by the arbitration court. Unless the parties agree otherwise, the arbitration shall be held in the Russian language. Other documents relating to arbitration shall be submitted by the parties in the language of arbitration, or in the language of the contract or in the language in which the parties conducted correspondence. Written evidence is presented in the original language.

The arbitration court may, at its discretion or at the request of a party, require the other party to translate documents submitted by it into the language of arbitration, including written evidence, or provide such translations at its expense.

§ 27. Rules applicable to the merits of the dispute

1. The arbitration court shall settle the dispute in accordance with the laws the parties have chosen as applicable to the merits of the dispute.

In the event of settling an internal dispute, the arbitration court shall resolve the dispute in accordance with Russian law, or in cases where, in accordance with Russian law the parties may elect the applicable foreign law as their legal relationship, in accordance with the law the parties have indicated as applicable to the merits of the dispute, and in the absence of such an indication, in accordance with the substantive law determined by the arbitration court in accordance with the conflict of law rules which it considers applicable.

Any indication of the law or legal system of a state shall be construed as directly referring to the substantive law of that state and not to its conflict of laws rules.

2. In the absence of any indication by the parties, the arbitration court shall apply the law

determined in accordance with conflict of laws rules that it considers applicable.

3. In all cases the arbitration court shall adopt a decision in accordance with the terms of the agreement and subject to applicable customs.

§ 28. Definition of the rules of the arbitration procedure

1. The arbitration court shall conduct the arbitration procedure in accordance with the rules of the applicable arbitration law and the provisions of these rules. Deviation from the rules is possible in cases stipulated in the rules themselves.

2. When resolving issues not regulated by the Rules or any express agreement of the parties, the arbitration court, in accordance with the applicable arbitration law, conducts arbitration in the way that it considers appropriate, while treating the parties equally and providing each of them the necessary opportunities to protect their own interests.

§ 29. Resolution of procedural matters

1. Unless it otherwise follows from the Rules, procedural matters related to arbitration shall be resolved by the arbitration court, and before its establishment by the respective bodies and authorised persons of the AEB AC. Such matters may also be resolved by the chairperson of the arbitration court, if stipulated in the Rules and if he is authorised to do so by the parties or other members of the arbitration court.

Rulings are adopted on procedural issues of arbitration.

2. The issue of the competence of a arbitration court for a particular dispute, including with respect to part of the claims or individual parties, is decided upon by the arbitration court that examines the dispute.

The arbitration court has the right to adopt a separate ruling on the issue of competence before the examination of the dispute on its merits, or to reflect this issue in the award on the merits of the dispute.

3. If the possibility of examining the dispute in the AEB AC is put under question before the arbitration court is established, the Presidium may decide to terminate the proceedings in respect of all or part of the claims, as well as all or some of the parties, if it establishes the apparent impossibility of the entire or part of the dispute being examined in the AEB AC in this case.

When ruling on the issues specified in this clause, the Presidium does not have to give reasons for its decisions.

4. If the Presidium does not rule to terminate the arbitration proceedings as stipulated in Clause 3 of this paragraph, the arbitration court shall, after its formation, resolve the issue of its competence. The examination by the Presidium of the issues specified in Clause 3 of this paragraph without ruling to terminate the proceedings does not prejudice the resolution of the respective issues about its competence by the arbitration court.

5. A statement on the lack of competence of the arbitration court shall be made by the relevant party no later than 30 days from the date of receipt of the copy of the statement of claim. A statement that the arbitration court is exceeding the limits of its jurisdiction shall be made as soon as the issue which, according to the party, goes beyond these limits, is considered during the arbitration. A statement of disagreement with the examination of a counterclaim or a claim to offset a claim in the same case, by combining several claims in one claim shall be made not later than 30 days after the party learned or should have learned about the relevant circumstance.

The arbitration court may, in any of these cases, adopt a statement if it considers the delay justified.

6. When an issue arises about the type of a dispute examined in the AEB AC, the executive secretary of the AEB AC preliminarily determines the type of dispute and the applicability of the respective arbitration rules for certain dispute types. After the establishment of the arbitration court, it examines these issues if necessary. The examination of such issues by the executive secretary of the AEB AC does not prejudice their resolution by the arbitration court.

Objections regarding the determination of the type of dispute under examination by the AEB AC and the applicability of arbitration rules for certain dispute types shall be made by the party no later than 30 days after the party has learned or should have learnt about the respective circumstance.

The executive secretary of the AEB AC or the arbitration court may consider objections made later if they consider the delay to be justified.

§ 30. Representation of the parties

1. A party may conduct its business directly or through a duly authorised representative (or representatives) appointed by it at its discretion, including from non-Russian organisations or individuals.

The name (surname, name and, if available, patronymic), postal address, phone number, fax number and e-mail address of the representative, as well as documentary evidence of his powers shall be submitted immediately to the Secretariat and the arbitration court.

2. The party shall ensure that its representative complies with these Rules and other provisions and rules of the AEB AC. By authorising a representative to conduct a business, the party thereby confirms that his representative has agreed to comply with the Rules and other provisions and rules of the AEB AC.

In case of failure by the representative to abide by the Rules or other provisions and rules of the AEB AC, or instructions from the bodies and authorised persons of the AEB AC or the arbitration court, based on the existing powers, the bodies and authorised persons of the AEB AC or the arbitration court may take appropriate measures, including taking into account the misconduct of the representative when adopting decisions on the allocation of arbitration costs, and also submit a warning or request the party to appoint another representative.

3. After the establishment of the arbitration court, the party has the right to replace its representative only on the condition that the replacement does not entail the emergence of grounds for the withdrawal of any arbitrator, or for cancellation or refusal to recognise or enforce the arbitration award.

The party is obliged to notify the Secretariat and the arbitration court in advance of its intention to replace its representative.

§ 31. Preparation for hearings

1. The chairperson of the arbitration court shall check the state of preparation of the case for the proceedings and, in agreement with other members of the arbitration court, take measures to prepare the case for the proceedings.

Such measures may include, in particular, the establishment of a schedule of proceedings for

the proceedings, which, depending on the circumstances of the case, determine, in particular, the procedure and deadlines for the submission of additional written statements, evidence and other documents by the parties; other instructions are given to the parties stating the deadline for their implementation; the time, place and procedure of the oral hearing on the case can be determined, as well as the issues to be examined at it, based on the possible stages of the proceedings.

In this case, the opinion of the parties regarding the measures for preparing the case for the proceedings may be requested.

For the same purposes, in view of the complexity of the case, the arbitration court may hold an organisational meeting with the participation of the parties and their representatives face-to-face.

The chairperson of the arbitration court in agreement with other members of the arbitration court may subsequently take further measures to prepare the case for proceedings or amend the schedule of proceedings in light of the circumstances.

2. The chairperson of the arbitration court may give separate orders to the executive secretary of the AEB AC related to the preparation and conduct of the proceedings. The chairperson can also instruct the executive secretary of the AEB AC to call the parties to a meeting.

§ 32. Amending and supplementing claims or objections

1. Any party may, without undue delay, amend or supplement its claims or objections.

2. The arbitration court or its chairperson, in agreement with other members of the arbitration court, may set the deadline for submission of written statements and evidence by the parties with a view to making each party aware of the statements and evidence submitted by the other party in advance.

3. If the arbitration court finds that a delay caused by a party in amending or supplementing claims or objections is unreasonable, it may take this circumstance into account when deciding on the allocation of arbitration expenses.

The arbitration court may not authorise the amendment or supplementation of claims or objections in view of a delay.

§ 33. Evidence

1. Each party shall prove the circumstances to which it refers to as a justification for its claims and objections.

The arbitration court or its chairperson, in agreement with other members of the arbitration court, may demand that the parties present additional evidence.

The arbitration court has the right, at its discretion, to request the submission of evidence by third parties, to call and hear witnesses.

Unless the parties agree otherwise, the arbitration court may commission an expert examination to clarify the issues that require special knowledge arising from the resolution of the dispute and require any of the parties to submit documents necessary for the examination, other case materials, property and items.

2. The parties submit written evidence in its original form or in the form of copies of originals certified by them. The arbitration court may demand that the parties submit the original documents.

3. The arbitration court assesses the admissibility, relevance and value of the evidence submitted.

The assessment of evidence is carried out by the arbitration court according to its internal

conviction.

4. Unless otherwise agreed by the parties, the failure of a party to submit proper evidence or other materials does not prevent the arbitration court from continuing the proceedings and making an arbitration award if the reason for the non-submission of these documents and materials is considered disrespectful by the arbitration court.

5. The time limit for submitting evidence by the parties and the consequences of not abiding by this time limit shall be determined in accordance with sections 31 and 32 of the Rules.

§ 34. Oral hearings

1. An oral hearing on the case shall be conducted for the parties to state their positions on the basis of the evidence submitted and to express their arguments.

The oral hearing is held in private. With the permission of the arbitration court and the consent of the parties, persons not participating in the arbitration proceedings may be present at the oral hearing.

2. On the time and place of the oral hearing, the parties shall be notified in advance of the summons sent to them so that each party receives an appropriate notification, as a rule, not less than 20 days before the date of the oral hearing. By agreement of the parties, this period may be reduced.

3. If it is necessary to conduct subsequent oral hearings, the dates for their conduct shall be established by the arbitration court in view of the specific circumstances and proceeding from the possibility of reducing the time frame specified in Clause 2 of this paragraph.

4. The failure of a party duly notified of the time and place of the oral hearing to attend shall not prevent its conduct and the adopting of an award, unless the party that did not attend requested in writing in advance that the oral hearing on the case is adjourned for a reason recognised by the arbitration court as valid.

5. A party may request an oral hearing is conducted in the party's absence.

6. A party may request the arbitration court in advance that it participates in an oral hearing via video conferencing systems. Such a request is considered by the arbitration court in view of the circumstances of the case, the opinion of the other party and the availability of the required equipment.

The arbitration court may hold hearings of witnesses or experts through the use of video conferencing systems.

7. Unless the parties agree otherwise, minutes shall be drawn up on the oral hearing, where, in particular, a brief description of the proceedings of the case may be contained. The minutes are signed by the chairperson of the arbitration court in agreement with its other members. A copy of the minutes is provided to the party at its request.

8. In view of the circumstances of the case, after an oral hearing, the arbitration court may request the parties to submit, in due time, additional written statements, evidence and other documents on a limited number of issues relating to the claims or objections raised, in particular the costs incurred in connection with the arbitration. Such additional written materials may be examined by the arbitration court without a subsequent oral hearing.

§ 35. Proceedings on the basis of written materials

1. The parties can agree on the proceedings on the basis of only written materials without conducting an oral hearing. The arbitration court is entitled to conduct the proceedings on the basis of written materials and in the absence of such an agreement by the parties, if without undue delay neither of them requests an oral hearing.

2. If the submitted materials prove insufficient to resolve the dispute, the arbitration court shall have the right to appoint an oral hearing in the case.

3. If the parties agree the proceedings can be conducted entirely without an oral hearing only by electronic ways of information transfer and storage.

§ 36. Adjournment or suspension of proceedings

If necessary, including with a view to the peaceful settlement of the dispute, in particular to hold a mediation procedure, upon the request of the parties or the initiative of the arbitration court, the proceedings may be adjourned or suspended, on which a ruling is adopted.

In the event that an arbitration agreement is submitted to the arbitration court, the arbitration court shall issue a ruling on the conduct by the parties to the arbitration of the mediation procedure and the suspension of the proceedings.

The period for which the proceedings are suspended is not included in the period of the proceedings (Clause 5 sections 37 and 39 of the Rules).

§ 37. Expedited arbitration proceedings

1. Unless the parties agree otherwise, if the total amount of all claims of any party, submitted in due time (excluding claims to collect interest and reimburse arbitration costs) does not exceed the equivalent of EUR 50,000, the proceedings shall be conducted in view of the specifics established in this paragraph.

2. The case shall be resolved, as a rule, by the sole arbitrator appointed in accordance with the procedure stipulated in section 20 of the Rules.

3. The exchange of written statements of the parties on the merits of the dispute is limited to filing a statement of claim and a response to the statement of claim, and, in appropriate cases, a counterclaim and objections to a counterclaim, if, in the circumstances of the case, the arbitration court, or, before its establishment, the executive secretary of the AEB AC does not consider it expedient to allow the parties to submit additional written statements.

4. The proceedings are conducted only on the basis of written materials without an oral hearing if neither party requests it without undue delay or the arbitration court does not find it expedient to conduct it in the light of the circumstances of the case. In the event of an oral hearing, subsequent oral hearings, as a rule, are not conducted.

5. The relevant bodies and authorised persons of the AEB AC and the arbitration court examining the dispute shall take measures to ensure that the proceedings are completed within 120 days from the date of the establishment of the arbitration court. If necessary, this period may be extended in accordance with the procedure stipulated in section 39 of the Rules.

6. If, due to a subsequent amendment or supplementation any party that previously submitted claims within the established time limit, the total amount of all claims exceeds the amount specified

in Clause 1 of this paragraph, and the arbitration court allows this amendment or supplementation, the expedited proceedings may be continued.

7. In view of the complexity of the case and other specific circumstances, including the amendment or supplementation by any party of previously submitted claims, the arbitration court may find it not expedient to conduct expedited proceedings. In this case, the proceedings continue in the same composition of the arbitration court. Prior to the establishment of the arbitration court, the decision not to conduct expedited proceedings can be taken by the AEB AC chairperson.

38. Interim measures

1. Unless the parties agree otherwise, in view of section 12 of the Rules, the arbitration court, at the request of either party, may order any party to adopt the interim measures it deems necessary.

2. The arbitration court may require any party to provide the appropriate security in connection with these measures

3. Decisions and other procedural acts of the arbitration court on the adoption of interim measures are subject to implementation by the parties.

4. The arbitration court may amend, suspend or cancel an interim measure at the request of either party or, if necessary, on its own initiative.

5. In the event that a party has requested the competent state court with to take measures to secure a claim that has already been filed or filed with the AEB AC, and when the court has issued a ruling or other procedural act on taking such measures, the party shall immediately inform the Secretariat and the arbitration court about this.

§ 39. Time frame of the proceedings

The relevant bodies and authorised persons of the AEB AC and the arbitration court examining the dispute shall take measures to ensure that the proceedings are completed within 180 days from the date of the establishment of the arbitration court, unless another time frame is stipulated in the Rules. The Presidium may, if necessary, at the request of the arbitration court or on its own initiative, extend the duration of the proceedings.

VII. TERMINATION OF ARBITRATION PROCEEDINGS

§ 40. Adoption of an arbitration award

1. The adoption of an award on the merits of the dispute is the exclusive competence of the arbitration court for a particular case.

2. After the arbitration court finds that all the circumstances of the case have been sufficiently clarified, it proceeds to the adoption of an arbitration award.

3. The arbitration award shall be made in writing. Unless the parties agree otherwise, the arbitration award shall be adopted by the majority of the arbitrators. If an award cannot be adopted by a majority of the arbitrators, it shall be adopted by the chairperson of the arbitration court. An arbitrator who disagrees with the award may state his dissenting opinion in writing, which is attached to the arbitration award.

4. The decision of the arbitration court shall be deemed to be adopted on the day it is signed

by the arbitrators.

5. The adoption of an arbitration award shall terminate the arbitration proceedings in full or in the respective part.

§ 41. Content of the arbitration award

1. The arbitration award specifies, in particular, the following:
 - Case number;
 - Date of adoption of the arbitration award;
 - Place of arbitration
 - Composition of the arbitration court and the procedure for its establishment;
 - Name (surname, first name and, if available, patronymic), and location (residence) of the parties to the arbitration;
 - Brief description of the progress of the proceedings;
 - Claims and objections of the parties;
 - Grounds for the jurisdiction of the arbitration court;
 - The circumstances of the case established by the arbitration court and evidence on which were based the conclusions of the arbitration court about these circumstances. Legal norms, which the arbitration court were governed by when adopting the arbitration award;
 - Reasons on which the award is based, in view of the applicable law;
 - Conclusions of the arbitration court on the satisfaction or refusal to satisfy claims;
 - Amount of the arbitration costs for the case and their allocation between the parties;
 - Signatures of the arbitrators.

2. The date of adoption of the award shall be determined based on the date of the last signature of the arbitrator included in the composition of the arbitration court.

If any of the arbitrators cannot sign the award, the AEB AC chairperson verifies this circumstance with his signature, indicating the reasons for the absence of the signature of the arbitrator. In this case, the date of the award is determined by the date of verification of this circumstance by the AEB AC chairperson.

§ 42. Individual arbitration awards

1. The arbitration court may adopt individual arbitration awards on certain issues or parts of claims.

2. The respective provisions of section 37 of the Rules shall apply to the individual arbitration award.

§ 43. Arbitration awards on agreed terms

1. If during the arbitration proceedings the parties settle the dispute, then the proceedings are terminated. At the request of the parties, the arbitration court may rule on the terms agreed upon by the parties.

2. The respective provisions of section 41 of the Rules apply to the arbitration award on agreed terms. In this case, the award specifies, in particular, the conclusions of the arbitration court in respect of the claims, subject to the settlement of the dispute by the parties.

§ 44. Sending of an arbitration award

1. Prior to signing the award, the arbitration court shall submit a draft award to the Secretariat. The Secretariat, without affecting the independence of the arbitrators in the decision, may draw the attention of the arbitration court to any revealed inconsistencies in the draft award with the requirements stipulated in the Rules or any other provisions and rules of the AEB AC. In the case of non-elimination of such inconsistencies, the Secretariat shall be entitled to inform the Presidium thereof.

2. The signed arbitration award shall be submitted by the arbitration court in the required number of copies to the Secretariat which forwards them to the parties.

3. In order to send the award, the Secretariat may order that the parties fully cover the expenses related to the proceedings, if such costs have not previously been paid by the parties or one of them.

§ 45. Amendments, corrections and clarification of the arbitration award

1. Either of the parties, having notified the other party, may request the arbitration court to any correct errors in calculations, clerical or typographical errors or any errors of a similar nature made in the arbitration award.

If it considers the request to be justified, the arbitration court shall make the required corrections within 30 days from receipt of the request.

Such corrections can also be made by the arbitration court on its own initiative within 30 days from the date the parties were sent the arbitration award.

2. Either of the parties, having notified the other party, may, within 30 days upon receipt of the arbitration award, request the arbitration court to clarify any particular clause or part of the arbitration award.

If it considers the request to be justified, the arbitration court shall provide the required clarification within 30 days from receipt of the request.

3. Either of the parties, having notified the other party, may, within 30 days upon receipt of the arbitration award, request the arbitration court to adopt an additional award in respect of the claims that were duly submitted in the course of the arbitration, but were not reflected in the arbitration award.

If it considers the request to be justified, the arbitration court shall adopt the additional award within 60 days from receipt of the request.

4. The Presidium may, if necessary, at the request of the arbitration court or on its own initiative, extend the time frames specified in Subclause 2 of Clause 1, Subclause 2 of Clause 2, and Subclause 2 of Clause 3 of this paragraph.

5. Rulings on the correction or clarification of an arbitration award, as well as additional awards, are an integral part of an arbitration award and the respective provisions of section 41 of the Rules apply.

§ 46. Execution of an arbitration award

1. An arbitration award is binding from the date it is adopted.

The parties and the arbitration court shall make every effort to ensure that the arbitration award is legally enforceable.

2. An arbitration award is subject to voluntary execution by the parties within the time limit established therein. If there is no other time frame stipulated in the arbitration award, it is subject to immediate execution.

3. An arbitration award that is not voluntarily executed within the specified time limit is enforced in accordance with applicable law and international treaties.

§ 47. Termination of arbitration proceedings without adopting an award

1. If an arbitration award is not adopted on the case, the arbitration proceedings shall be terminated by a ruling on the termination of the arbitration proceedings.

2. A ruling on the termination of arbitration proceedings shall be made:

a) In the event of the claimant's rejection of his claim, if the respondent, within 15 days after receiving notice of this, does not object to the termination of the arbitration proceedings and the respondent's legitimate interest in the adoption of the award is not recognised;

b) If there is an agreement between the parties to terminate the arbitration proceedings;

c) When the continuation of the arbitration proceedings becomes for any reason unnecessary or impossible, in particular, in the absence of the prerequisites necessary to resolve the case on its merits, including if due to the inaction of the claimant, the case does not move forward for more than 120 days.

3. Sections 40-45 of the Rules apply accordingly to the ruling on the termination of arbitration proceedings.

4. Prior to the establishment of the arbitration court, a ruling on the termination of arbitration proceedings shall be adopted by the AEB AC chairperson or the Presidium (in the case stipulated in Clause 3 of section 29 of the Rules).

5. The adoption of a ruling to terminate the arbitration proceedings does not in itself preclude the re-submission of the claim if such an opportunity has not been lost in view of the grounds for the termination of the arbitration proceedings, the substance of the provisions of the Rules or other provisions of the AEB AC or the applicable law.

VIII. OTHER PROVISIONS

§ 48. Storage of documents

1. The AEB AC shall, within five years from the date of termination of arbitration, store:

A) one copy of the final arbitration award and (or) partial arbitration award or order to terminate the arbitration;

B) copies of the statement of claim and/or notices of court hearings, as well as documents confirming the sending by the arbitral tribunal of these notices to the parties; and

C) a copy of the document confirming the powers of the representatives of the parties; and

D) other documents relating to decisions made by the AEB AC in accordance with these Rules, available to the arbitral tribunal.

2. The arbitral tribunal shall send the available case materials to the Secretariat for storage within one month from the date of signing of the final arbitration award or resolution on the termination of arbitration.

§ 49. Waiver of the right to object

If the party does not submit within the prescribed time limit, or if a time limit has not been established, then without undue delay, its objection to any non-compliance in the course of arbitration of any requirements of the Rules or other provisions and rules of the AEB AC, the arbitration agreement or applicable discretionary rules on the law of arbitration, the party is considered to have renounced its right to object.

§ 50. Limitation of liability

Arbitrators, experts appointed by the arbitration court, persons who are members of the AEB AC bodies and its authorised persons, the AEB and its employees shall not be liable to the parties or other persons for failure to perform or improper performance of their functions in connection with the arbitration proceedings, unless otherwise specified by the applicable mandatory rules of arbitration legislation.

§ 51. Confidentiality

1. Unless the parties agree otherwise, the arbitration shall be confidential.
2. Unless the parties agree otherwise, or unless stated in the applicable law, the parties, their representatives and other persons invited by the parties to participate in the arbitration shall not disclose information that has become known to them on disputes examined in the AEB AC.
3. The arbitrators, experts appointed by the arbitration court, persons who are members of the AEB AC bodies and its authorised persons, the AEB and its employees are obliged not to disclose, without the consent of the parties, any information that has become known to them on disputes in the AEB AC that may harm the legitimate interests of the parties.
4. In agreement with the Presidium, it is allowed to publish arbitration awards and rulings, provided that the names of the parties and other identifying information that may harm the legitimate interests of the parties is removed from them.

§ 52. Validity of the Rules

1. These Rules come into force from the date of their deposition in the authorised federal executive body and apply to arbitration proceedings commenced on that date, unless otherwise agreed by the parties, or unless otherwise arises from the merits of their provisions or the applicable arbitration law.
 2. The AEB Board can make changes to the Rules upon request of the General Director based on proposals of the Presidium.
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