

RULES

of Arbitration at the Arbitration Chamber "INTELLPART"

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Section I. GENERAL PROVISIONS

ARTICLE 1. COMPETENCE

1. The Arbitration at the Arbitration Chamber "INTELLPART" is an independent, permanently operating Arbitration (hereinafter also referred to as AC "INTELLPART"), carrying out its activities in accordance with the legislative acts of the Republic of Kazakhstan and applicable international treaties.
2. By agreement of the parties, disputes arising from civil-law relations involving natural and/or legal persons may be referred to AC "INTELLPART", regardless of the place of residence or location of the subjects of the dispute within the State or beyond its borders.
3. AC "INTELLPART" hears disputes where an arbitration clause exists — a written agreement between the parties to refer to it for resolution a dispute that has already arisen or may arise (or an exchange of letters). Such an agreement is deemed to be legally valid irrespective of the validity of the contract of which it forms part. The conclusion by the parties of an agreement to refer a dispute for consideration (resolution) to AC "INTELLPART" signifies the parties' consent to these Rules, together with all additions and amendments in force at the time the statement of claim is filed, before the commencement of the arbitral proceedings.
4. The arbitral tribunal independently decides the question of whether or not it has the powers (jurisdiction) to consider a dispute referred to it, including cases where one of the parties objects to the arbitral proceedings on the ground of invalidity of the arbitration agreement. In this clause and hereinafter, the "arbitral tribunal" means the sole Arbitrator.
5. If, when considering the question of its competence, the arbitral tribunal issues a ruling that AC "INTELLPART" lacks the powers to consider the dispute, then AC "INTELLPART" may not consider the dispute on the merits.

ARTICLE 2. WAIVER OF THE RIGHT TO RELY ON THESE RULES

Any party which knows that any provision or requirement of these Rules / the arbitration agreement has not been complied with and nevertheless continues to take part in the arbitral proceedings without promptly raising an objection to such non-compliance is deemed to have waived its right to object (procedural waiver by the party).

Section II. ORGANISATION AND OPERATION

ARTICLE 3. ARBITRATORS

1. An Arbitrator is elected (appointed) from among natural persons who are not, directly or indirectly, interested in the outcome of the case, who are independent of the parties and who have consented to perform the duties of an arbitrator, who have attained the age of thirty years, hold higher education and have at least five years of work experience in their field.
2. Arbitrators are elected or appointed in accordance with these Rules from among persons who possess the necessary knowledge in the field of resolving disputes within the competence of AC "INTELLPART". In performing their functions, the Arbitrators are impartial and independent.
3. An Arbitrator resolving a dispute sitting alone must hold a higher legal education. In the case of collegial resolution of a dispute, the chairman of the arbitral tribunal must hold a higher legal education. By agreement of the parties, a citizen of the Republic of Kazakhstan, a foreign national or a stateless person may be elected as arbitrator.
4. The following person may not be an Arbitrator:
 - 1) a person elected or appointed as a judge in the manner established by the law of the Republic of Kazakhstan;
 - 2) a person declared by a court, in the manner established by the law of the Republic of Kazakhstan, to lack legal capacity or to have limited legal capacity;

- 3) a person with an unexpunged or outstanding criminal record, or a person charged with a criminal offence;
- 4) a person who is a civil servant, a deputy of the Parliament of the Republic of Kazakhstan, a deputy of a maslikhat carrying out activities on a permanent or released basis paid from the State budget, and a member of the military.
5. A person accepting the functions of an Arbitrator completes and signs a statement of acceptance of the functions of arbitrator and of independence from the parties, in the form approved by AC "INTELLPART", and is also obliged to notify AC "INTELLPART" in writing of any circumstances that may give rise to justifiable doubts as to their impartiality or independence in connection with the dispute in whose resolution their participation is anticipated. The Arbitrator must promptly inform AC "INTELLPART" of any such circumstance if it becomes known to them subsequently during the arbitral proceedings.
6. The list of permanently acting Arbitrators is posted on the website (www.arbitr.com.kz) and is provided on request by the secretariat of AC "INTELLPART".
7. The functions of Arbitrators may also be performed by persons not included in the list of Arbitrators.

ARTICLE 4. CHAIRMAN OF AC "INTELLPART"

1. The Chairman of AC "INTELLPART" is appointed by decision of the sole participant of LLP "Arbitration Chamber "INTELLPART".
2. The Chairman of AC "INTELLPART" represents AC "INTELLPART" in its relations within the country and abroad.
3. The Chairman of AC "INTELLPART" performs the functions provided for by these Rules.

ARTICLE 5. SECRETARIAT

1. The Secretariat performs the functions necessary to support the activities of AC "INTELLPART", in accordance with these Rules. The Secretariat is headed by an executive secretary, holding secondary specialised or higher education, appointed by the Chairman of AC "INTELLPART". In the absence of the executive secretary, their functions may be performed by the Chairman of AC "INTELLPART".
2. When performing functions related to the consideration of cases at AC "INTELLPART", the secretariat is subordinate to the Chairman of AC "INTELLPART".

ARTICLE 6. LOCATION OF AC "INTELLPART" AND PLACE OF HEARINGS

1. The location of AC "INTELLPART" and the place of hearings is the city of Almaty.
2. The parties may agree to hold hearings at another place within the Republic of Kazakhstan or beyond its borders. In such a case, all additional costs arising in connection with holding the hearings outside the city of Almaty are borne by the disputing parties. AC "INTELLPART" may require the parties to provide in advance an appropriate guarantee of reimbursement of these costs.

ARTICLE 7. CONFIDENTIALITY

The Chairman, the Arbitrators and the staff of the secretariat of AC "INTELLPART" are obliged not to disclose information that has become known to them about disputes resolved by AC "INTELLPART", without the consent of the parties or their legal successors.

ARTICLE 8. PROCEDURE FOR THE SUBMISSION OF DOCUMENTS

1. All documents relating to the commencement and conduct of the arbitral proceedings must be submitted by the parties to AC "INTELLPART" in five copies, and, in the case of consideration of a dispute by a sole Arbitrator, in two copies, unless otherwise determined where necessary by the executive secretary of AC "INTELLPART".
2. The documents referred to in clause 1 of this Article, with the exception of documentary evidence, are submitted in the language of the contract or in the language in which the parties conducted their

correspondence, or in the language of the proceedings. AC "INTELLPART", at its discretion or at the request of one of the parties, may require the other party to translate the documents it has submitted into the language of the proceedings, or arrange such translation at that party's expense.

ARTICLE 9. LANGUAGE OF THE HEARING OF THE CASE

Unless otherwise provided by the Arbitration agreement, the hearing of the case is conducted in the Kazakh language and, where necessary, the Russian and other languages are used on an equal footing with Kazakh. With the consent of the parties, AC "INTELLPART" may hold the hearing in another language as well. If a party does not have command of the language in which the hearing is conducted, AC "INTELLPART", at the party's request and expense, provides that party with the services of an interpreter.

ARTICLE 10. TIME LIMIT FOR THE HEARING OF THE CASE

AC "INTELLPART" takes measures to ensure that the hearing of the case is, where possible, completed within a period of no more than 60 days from the day of formation of the arbitral tribunal (the election or appointment of the sole Arbitrator). In exceptional cases this period may be extended by decision of the Chairman of AC "INTELLPART".

ARTICLE 11. SENDING AND DELIVERY OF DOCUMENTS

1. The secretariat or the Chairman of AC "INTELLPART" sends all case documents to the parties. Unless the parties have agreed otherwise, copies of all documents, materials and information submitted to AC "INTELLPART" by one party must be transmitted by the secretariat of AC "INTELLPART" or by the party that submitted them to the other party within seven calendar days from the date of their receipt by AC "INTELLPART", except where such documents are already held by the other party. Expert opinions must be transmitted by the secretariat of AC "INTELLPART" to the parties before the commencement of the arbitral proceedings.
2. Documents are sent to the addresses indicated by the parties. The parties are obliged to notify AC "INTELLPART" promptly of any changes to previously indicated addresses.
3. Statements of claim, responses (objections) to statements of claim, notices and arbitral awards are sent by registered letter with acknowledgement of delivery or by another means that provides for a record of the attempt to deliver the relevant item.
4. Other documents may be sent by registered or ordinary mail, and notices or summonses may also be transmitted by e-mail, fax, telephone message, by hand, to the numbers and addresses indicated by the parties, or by other means allowing confirmation of the sending of the notice or summons to be obtained.
5. Any of the documents indicated above may equally be transmitted or delivered in person against a receipt.
6. Unless the parties have agreed otherwise:
 - 1) any written communication is deemed received if it is delivered to the party in person or to its place of business, its permanent place of residence or its postal address. Where these cannot be established by reasonable inquiry, a written communication is deemed received if it is sent to the party's last known place of business, permanent place of residence or postal address by registered letter or by any other means providing a record of the attempt to deliver that communication;
 - 2) the communication is deemed received on the day of such delivery.

ARTICLE 12. CALCULATION OF TIME LIMITS

For the purposes of calculating time limits under these Rules, the running of time begins on the day following receipt of the notice, notification, communication or proposal. If the last day of the period falls on an official holiday or a non-working day at the place of residence or the location of the addressee's place of business, the period is extended to the next working day. Official holidays or non-working days occurring during the period are not excluded when it is calculated.

ARTICLE 13. APPLICABLE LAW

1. The Arbitration resolves the dispute in accordance with the rules of law that the parties have chosen as applicable to the consideration of the dispute. Any reference to the law or legal system of any State must be construed as directly referring to the substantive law of that State and not to its conflict-of-laws rules.
2. When considering a dispute between natural and/or legal persons of the Republic of Kazakhstan, and also one of whose parties are State bodies, State enterprises, or legal entities fifty or more percent of whose voting shares (participation interests in the charter capital) directly or indirectly belong to the State, the legislation of the Republic of Kazakhstan applies, unless otherwise established by international treaties ratified by the Republic of Kazakhstan.
3. In the absence of an agreement of the parties on the applicable law, the Arbitration determines the applicable law in accordance with the legislation of the Republic of Kazakhstan.
4. In the absence of rules of law governing a particular relationship, the Arbitration takes its decision in accordance with the customs of business practice applicable to the transaction concerned.

Section III. ARBITRAL PROCEEDINGS

Chapter 1. COMMENCEMENT OF THE ARBITRAL PROCEEDINGS

ARTICLE 14. FILING OF A CLAIM

1. The arbitral proceedings commence with the filing of a statement of claim with AC "INTELLPART".
2. The date of filing of the statement of claim is deemed to be the day of its delivery to AC "INTELLPART", and, where the statement of claim is sent by post, the date of the postmark of the postal service at the place of receipt.

ARTICLE 15. CONTENTS OF THE STATEMENT OF CLAIM

1. The statement of claim must indicate:
 - 1) the date of filing of the statement of claim;
 - 2) the names of the parties, their postal addresses and bank details;
 - 3) the grounds for the application to arbitration;
 - 4) the claimant's claims;
 - 5) the circumstances on which the claimant bases its claims;
 - 6) the evidence confirming the grounds of the claims;
 - 7) the amount in dispute (price of the claim), if the claim is subject to valuation;
 - 8) a list of the documents and other materials attached to the statement of claim.
2. The statement of claim must be signed by the claimant or its representative. If the statement of claim is signed by the claimant's representative, a power of attorney or another document certifying the representative's authority must be attached to it.
3. The respondent is entitled to submit to the claimant and to AC "INTELLPART" a response to the statement of claim, setting out therein its objections to the claim. The response to the statement of claim is submitted to the claimant and, in three copies, to AC "INTELLPART" within the period provided for in clause 2 of Article 23 of these Rules.
4. In the course of the arbitral proceedings a party is entitled to amend or supplement its claims or its objections to the claim.

ARTICLE 16. DOCUMENTS ATTACHED TO THE STATEMENT OF CLAIM

The following are attached to the statement of claim:

- 1) copies of the statement of claim according to the number of respondents and third parties;
- 2) a document confirming payment of the arbitration fee;
- 3) a power of attorney or another document certifying the representative's authority;
- 4) documents confirming the circumstances on which the claimant bases its claims, and copies of these documents for the respondents and third parties if they do not have them;
- 5) the claimant's applications for deferral, instalment payment, exemption from payment of arbitration costs or reduction of their amount, for securing the claim, for requesting evidence and others, if they are not set out in the statement of claim, where necessary.

ARTICLE 17. AMOUNT IN DISPUTE (PRICE OF THE CLAIM)

1. The amount in dispute is determined:
 - 1) in claims for the recovery of money — by the amount claimed;
 - 2) in claims for the recovery of property — by the value of the property claimed;
 - 3) in claims for the recognition or transformation of a legal relationship — by the value of the subject of the legal relationship at the time of filing the claim;
 - 4) in claims concerning a specific act or omission or the establishment of a legal fact — on the basis of the available data on the claimant's pecuniary interests, but not less than the fee for a non-pecuniary claim. The claimant is obliged to indicate the amount in dispute in the statement of claim also in cases where its claim or part of the claim is of a non-monetary nature.
2. In claims consisting of several demands, the amount of each demand must be determined separately. In this case the amount in dispute is determined by the total sum of all demands.
3. If the claimant has not determined, or has incorrectly determined, the amount in dispute, AC "INTELLPART", on its own initiative or at the respondent's request, determines the amount in dispute on the basis of the available data.

ARTICLE 18. RECTIFICATION OF DEFICIENCIES IN THE STATEMENT OF CLAIM

1. Having established that the statement of claim has been filed in breach of the requirements provided for in Articles 15 and 16 of these Rules, the Chairman of AC "INTELLPART" is entitled to issue a ruling leaving the statement without progress, of which the person who filed the statement of claim is notified, and grants that person a period to rectify the deficiencies.
2. The period for rectifying the deficiencies must not exceed two months from the day of receipt of the said proposal.

ARTICLE 19. INSTITUTION OF THE ARBITRAL PROCEEDINGS

1. AC "INTELLPART", having accepted the statement of claim, issues a ruling instituting the arbitral proceedings in accordance with its Rules and notifies the parties of the place where the arbitral proceedings will be held.
2. The Chairman of the arbitration sends or delivers to the respondent copies of the statement of claim and of the documents attached to it that substantiate the claimant's claims, and invites the respondent to submit, within the period established by the Chairman, a written response (objection) to the statement of claim and evidence in support of its response (objection).
3. Failure by the respondent to submit objections may not serve as an obstacle to the consideration of the dispute.

ARTICLE 20. RETURN OF THE STATEMENT OF CLAIM

1. AC "INTELLPART" returns the statement of claim if:
 - 1) there is no arbitration agreement between the parties;

- 2) consideration of the dispute at AC "INTELLPART" is not provided for by the arbitration agreement;
 - 3) the subject matter of the claim goes beyond the scope of the arbitration agreement;
 - 4) the statement of claim is signed by a person having no authority to sign it;
 - 5) the claimant has filed an application for the return of the statement of claim;
 - 6) there is a case pending before AC "INTELLPART" or another arbitration court concerning a dispute between the same parties, on the same subject matter and on the same grounds.
2. Where arbitral proceedings are being conducted, AC "INTELLPART" also returns the statement of claim in a case where the interests of third parties who are not participants in the agreement are directly affected.
3. When returning the statement of claim, AC "INTELLPART" issues a reasoned ruling.
4. The return of the statement does not prevent the claimant from applying again to AC "INTELLPART" with a claim against the same respondent, on the same subject matter and on the same grounds.

ARTICLE 21. FILING OF A COUNTERCLAIM AND SET-OFF OF COUNTER-CLAIMS

1. The respondent is entitled to bring a counterclaim against the claimant, provided that there is a mutual connection between the counterclaim and the claimant's claims and that the counterclaim can be considered by AC "INTELLPART" in accordance with the arbitration agreement.
2. A counterclaim may be brought in the course of the arbitral proceedings before the award is made by the Arbitration, unless the parties have agreed on a different period for filing a counterclaim.
3. A counterclaim must satisfy the requirements of Articles 15 and 16 of these Rules.
4. The claimant is entitled to submit objections to the counterclaim in the manner and within the time limits provided for in clause 2 of Article 23 of these Rules.
5. Unless the parties have agreed otherwise, the respondent is entitled to demand set-off of the counter-claim in compliance with the requirements of civil legislation.
6. If, as a result of an unjustified delay by the respondent in bringing a counterclaim or a claim for set-off, the arbitral proceedings are drawn out, the respondent may be charged with reimbursement of the additional costs of AC "INTELLPART" and of the expenses of the other party caused by this delay.
7. AC "INTELLPART" may find it inexpedient to allow the bringing of a counterclaim or a claim for set-off, taking into account the delay that has occurred (procedural waiver by the party).

ARTICLE 22. COSTS OF THE ARBITRAL PROCEEDINGS

1. When filing a statement of claim or an application for securing a claim, the claimant is obliged to pay a registration fee. The registration fee is non-refundable.
2. For each claim filed, the claimant is obliged to pay an arbitration fee. The Chairman of AC "INTELLPART" is entitled, at the claimant's request, to defer or allow payment of the registration and/or arbitration fee by instalments.
3. The amount of the registration and arbitration fees, the procedure for their payment and allocation, as well as the procedure for covering other costs of the arbitral proceedings, are established by the Regulation on Arbitration Costs and Fees, which is an integral part of these Rules.

Chapter 2. PREPARATION OF THE CASE FOR HEARING

ARTICLE 23. NOTIFICATION OF THE RESPONDENT AND SELECTION OF AN ARBITRATOR BY THE RESPONDENT

1. The executive secretary or the Chairman of AC "INTELLPART" notifies the respondent of the filing of the statement of claim and sends it a copy of the statement of claim and of the documents attached to it.

2. At the same time, the executive secretary or the Chairman of AC "INTELLPART" invites the respondent, within a period of no more than seven days from the date of receipt of the copy of the statement of claim, to submit a response to the statement of claim, setting out therein its objections and/or written explanations supported by relevant evidence. Failure by the respondent to submit objections to the claim may not be regarded as an acknowledgement of the claimant's claims.

3. Within a period of no more than seven days from the date of receipt of the copy of the statement of claim, the respondent must communicate the names of the Arbitrator and the reserve Arbitrator selected by it, or request that the Arbitrator and the reserve Arbitrator be appointed for it by the Chairman of AC "INTELLPART". This procedure applies subject to the provisions of Article 25 of the Rules.

ARTICLE 24. FORMATION OF THE ARBITRAL TRIBUNAL

1. The parties are entitled to determine the number of Arbitrators, which must be odd. If the parties have not agreed that the case is to be considered by a sole Arbitrator, an arbitral tribunal of three Arbitrators is formed. At the parties' request, the Chairman of AC "INTELLPART" may increase the number of Arbitrators. The additional costs arising in connection with this are reimbursed by the parties to the case. The functions of the arbitral tribunal provided for by the Rules also apply to the sole Arbitrator.

2. When forming an arbitral tribunal of three Arbitrators, each party selects one Arbitrator and a reserve Arbitrator. If one of the parties fails to select an Arbitrator and a reserve Arbitrator within the period provided for in clause 3 of Article 23 of these Rules, the Arbitrators may be appointed by the Chairman of AC "INTELLPART".

3. The Arbitrators selected by the parties or appointed by the Chairman of AC "INTELLPART" select the chairman of the arbitral tribunal from the list of Arbitrators. In the same manner they select a reserve chairman of the arbitral tribunal. If the Arbitrators fail to select the chairman of the arbitral tribunal within seven days from the day of election or appointment of the second Arbitrator, the chairman of the arbitral tribunal is appointed by the Chairman of AC "INTELLPART" from the list of Arbitrators. In the same manner the Chairman of AC "INTELLPART" appoints a reserve chairman of the arbitral tribunal.

4. Where there are two or more claimants or respondents, the claimants and respondents select one Arbitrator and one reserve Arbitrator on behalf of all claimants or, respectively, all respondents. They may also request that the Arbitrator and the reserve Arbitrator be appointed for them by the Chairman of AC "INTELLPART". If no agreement is reached between the claimants or respondents within seven days, the Arbitrator and the reserve Arbitrator are appointed by the Chairman of AC "INTELLPART" from the list of Arbitrators. The said period is calculated from the moment when the need arose to select one Arbitrator and one reserve Arbitrator on behalf of two or more claimants or respondents.

ARTICLE 25. ELECTION OR APPOINTMENT OF A SOLE ARBITRATOR

1. If, by agreement of the parties, the case is considered by a sole Arbitrator, the Chairman of AC "INTELLPART" is appointed as the sole Arbitrator.

ARTICLE 26. PREPARATION OF THE HEARING OF THE CASE

1. The arbitral tribunal verifies the state of preparation of the case and, in particular, requests from the parties written explanations, evidence and other additional documents. If additional measures are taken to prepare the case, time limits are set within which these additional measures must be carried out.

2. The chairman of the arbitral tribunal may give the executive secretary of AC "INTELLPART" individual instructions in connection with the preparation and conduct of the hearing of the case. He also instructs the secretary to summon the parties to the session.

ARTICLE 27. NOTICE TO THE PARTIES OF THE ORAL HEARING

1. The parties are notified of the time and place of the oral hearing of the case by summonses, which must be sent to them in such a way that each party has a period of not less than one calendar day to prepare for and

arrive at the oral hearing. By agreement of the parties, this period may be shortened or extended.

2. Where subsequent oral hearings need to be held, their dates are set by the arbitral tribunal taking into account the specific circumstances.

ARTICLE 28. CHALLENGE OF AN ARBITRATOR, EXPERT AND INTERPRETER

1. Each of the parties is entitled to challenge an Arbitrator, the chairman of the arbitral tribunal or the sole Arbitrator if there are circumstances giving rise to justifiable doubts as to their impartiality or independence, in particular if it may be assumed that they are personally, directly or indirectly, interested in the outcome of the case. A challenge may be brought where the Arbitrator does not possess the qualifications required by the agreement of the parties, and also where the Arbitrator does not meet the requirements of clause 4 of Article 3 of these Rules. A party's written statement of challenge, setting out its grounds, must be made no later than seven days after the party learned of the formation of the arbitral tribunal, or after the party learned of the circumstances that may serve as grounds for the challenge. A statement of challenge made later than the said period is considered only if the reason for the delay in the statement of challenge is found to be valid. A statement challenging an already selected Arbitrator, on the ground of non-compliance with the requirements of clause 4 of Article 3 of these Rules, may be filed by one of the parties only if the circumstances constituting the grounds for the challenge became known to the party after it selected that Arbitrator.

2. The question of challenging an arbitrator is decided by the other members of the arbitral tribunal. If no agreement is reached between them, or if the challenge is brought against two Arbitrators or against the sole Arbitrator, the question of the challenge is decided by the Chairman of AC "INTELLPART". The Chairman of AC "INTELLPART" is entitled, on his own initiative, to decide the question of challenging an Arbitrator, the chairman of the arbitral tribunal or the sole Arbitrator where the grounds indicated in clause 1 of this Article exist.

3. An Arbitrator, the chairman of the arbitral tribunal or the sole Arbitrator may also declare their own withdrawal on their own initiative.

4. The provisions of clauses 1–3 of this Article, with the exception of non-compliance with the requirements of clause 4 of Article 3 of these Rules, also apply to an Arbitrator, the chairman of the arbitral tribunal and the sole Arbitrator selected or appointed as reserves.

5. On the same grounds as those indicated in clause 1 of this Article, experts and interpreters taking part in the proceedings may be challenged. In this case the question of the challenge is decided by the arbitral tribunal.

ARTICLE 29. TERMINATION OF AN ARBITRATOR'S MANDATE

1. If an Arbitrator, the chairman of the arbitral tribunal or the sole Arbitrator becomes legally or in fact unable to perform their functions, or for other reasons does not perform these functions without undue delay, the mandate of each of them may be terminated by agreement of the parties.

2. The mandate of an Arbitrator, the chairman of the arbitral tribunal or the sole Arbitrator terminates upon their declaration of withdrawal.

3. The mandate of an Arbitrator, the chairman of the arbitral tribunal or the sole Arbitrator terminates after the award is made in the particular case, or where the parties have agreed on such termination. Where it is necessary to correct or interpret an arbitral award or to make an additional award, the mandate of the Arbitrator, the chairman of the arbitral tribunal or the sole Arbitrator is resumed and then terminates after they have performed the necessary procedural acts.

4. Where the grounds indicated in clause 1 of this Article exist and the parties fail to reach a corresponding agreement, each of them is entitled to apply to the Chairman of AC "INTELLPART" with a request to decide the question of terminating the mandate of the Arbitrator, the chairman of the arbitral tribunal or the sole Arbitrator. The Chairman of AC "INTELLPART" is entitled, on his own initiative, to decide the

question of terminating the mandate of the Arbitrator, the chairman of the arbitral tribunal or the sole Arbitrator where the grounds indicated in clause 1 of this Article exist.

ARTICLE 30. CHANGES IN THE COMPOSITION OF THE ARBITRAL TRIBUNAL

1. If the chairman of the arbitral tribunal, the sole Arbitrator or an Arbitrator has been challenged or is unable to take part in the hearing of the case for other reasons, they are replaced, respectively, by the reserve chairman of the arbitral tribunal, the reserve sole Arbitrator or the reserve Arbitrator. In cases where a replacement cannot take place, a new chairman of the arbitral tribunal, sole Arbitrator or Arbitrator is selected or appointed in accordance with the Rules. If the chairman of the arbitral tribunal, the sole Arbitrator or the Arbitrator were appointed by the Chairman of AC "INTELLPART", the new appointments are also made by him.

2. In the case of a replacement, in accordance with Articles 28–29, of the sole Arbitrator or of the Arbitrator-chairman, all hearings of the case that took place before the replacement must be repeated; in the case of the replacement of any other Arbitrator, such previous hearings may be repeated at the discretion of the arbitral tribunal, taking into account the opinion of the parties.

Chapter 3. HEARING OF THE CASE

ARTICLE 31. CONDUCT OF THE ORAL HEARING

An oral hearing of the case is held for the parties to set out their positions on the basis of the evidence submitted and to conduct oral argument. Unless the parties have agreed otherwise, the hearing is held behind closed doors. With the permission of the arbitral tribunal and the consent of the parties, persons not taking part in the arbitral proceedings may be present at the hearing. Sessions are held online, by connecting to and using the WhatsApp or TrueConf messenger, another messenger, or a communication system indicated in the ruling of the Arbitration.

ARTICLE 32. PARTICIPATION OF THE PARTIES

1. Each party must be afforded equal opportunities to present its position and to protect its rights and interests.
2. The parties may conduct their cases at AC "INTELLPART" directly or through duly authorised representatives appointed by the parties at their discretion, including from foreign organisations and citizens. The representative's authority must be formalised in compliance with the requirements provided for by the Civil Code of the Republic of Kazakhstan.
3. Failure to submit documents and other materials, including the non-appearance at a session of AC "INTELLPART" of one of the parties or their representatives duly notified of the time and place of the session, does not constitute for AC "INTELLPART" an obstacle to the arbitral proceedings on the basis of the submitted materials and evidence and to the making of an award by AC "INTELLPART", if the reason for the failure to submit documents and other materials or for the parties' non-appearance at the session of AC "INTELLPART" is found by it to be invalid.
4. A party may request that the case be heard in its absence.
5. In the event of improper conduct by a party or its authorised representative during the arbitral proceedings, the presiding arbitrator has the right to remove the party, of which a separate ruling is issued.
6. Unless the parties have agreed otherwise, the arbitral tribunal considers the case in a closed session with the participation of the parties and/or their representatives.

ARTICLE 33. RIGHTS OF THE PARTIES

The parties taking part in the arbitral proceedings have the right to: familiarise themselves with the case materials; submit evidence; file applications and challenges against Arbitrators; put questions to the participants in the proceedings and give oral and written explanations; present their arguments on all questions arising in the

course of the proceedings; object to the applications and arguments of the other party; familiarise themselves with the record of the session of the arbitration, where the keeping of such a record is provided for by the Rules, and submit written comments thereon, where the parties have decided to keep a record; petition the competent court for the enforcement of the arbitration's award; and, in cases established by law, challenge the arbitration's award.

ARTICLE 34. TRANSMISSION OF DOCUMENTS

All documents submitted by one of the parties to AC "INTELLPART" must be transmitted by the Secretariat or the Chairman of AC "INTELLPART" to the other party. The parties must also be given any expert opinions or other documents having evidential value on which the arbitral award may be based.

ARTICLE 35. INTERIM MEASURES

1. Unless the parties have agreed otherwise, the arbitral tribunal may, at the request of any party, order any party to take such interim measures in respect of the subject matter of the dispute as it considers necessary, of which it issues a ruling.
2. An application for securing a claim being considered at AC "INTELLPART" is filed by a party with the competent court at the place where the arbitral proceedings are conducted or at the location of the property in respect of which interim measures may be taken.

ARTICLE 36. HEARING OF THE CASE ON THE BASIS OF WRITTEN MATERIALS

The parties may agree that the dispute be heard on the basis of written materials only, without holding an oral hearing. The arbitral tribunal may, however, order an oral hearing if the submitted materials prove insufficient for the resolution of the dispute on the merits.

ARTICLE 37. AMENDMENT OR SUPPLEMENTATION OF THE CLAIMS OR OBJECTIONS TO THE CLAIM

1. Any party may, before the end of the oral hearing of the case, amend or supplement its claims or its objections to the claim without unjustified delay.
2. Where the arbitral tribunal finds that a party has caused an unjustified delay in amending or supplementing the claims or objections to the claim, it may charge that party with reimbursement of the additional costs of AC "INTELLPART" and of the expenses of the other party caused by this delay. The arbitral tribunal may find it inexpedient to allow such amendment or supplementation of the claims or objections to the claim, taking into account the delay that has occurred.

ARTICLE 38. EVIDENCE

1. The parties must prove the circumstances on which they rely as the grounds of their claims or objections. The arbitral tribunal is entitled, if it considers the submitted evidence insufficient, to invite the parties to submit additional evidence. It is also entitled, at its discretion, to order an expert examination and to request the submission of evidence by third parties, as well as to summon and hear witnesses.
2. A party may submit documentary evidence in the original or in the form of a copy of the original certified by it. The arbitral tribunal is entitled to require the translation of this evidence into another language in cases where this is necessary in the interests of the consideration of the case.
3. Evidence is examined in the manner established by the arbitral tribunal. The arbitral tribunal may assign the carrying out of verification acts to one of the Arbitrators.
4. The Arbitrators are obliged to examine directly all the evidence available in the case. The evaluation of evidence is carried out by the Arbitrators according to their inner conviction.
5. At any moment in the course of the arbitral proceedings, the arbitral tribunal may request from the parties the submission of documents, physical or other evidence within the period set by the arbitral tribunal. In the event of a breach of the above requirement, the arbitral tribunal is entitled to issue in the case an interim

(preliminary) decision on the requesting of evidence.

6. Failure by a party to submit the requested evidence does not prevent the arbitral tribunal from continuing the proceedings, drawing the inference against the party withholding the evidence from the evidence it withholds, and making an award on the basis of the evidence available to it.

ARTICLE 39. APPOINTMENT AND CONDUCT OF AN EXPERT EXAMINATION

1. Unless the parties have agreed otherwise, the arbitral tribunal may appoint an expert examination to clarify questions arising in the resolution of the dispute that require special knowledge, and require any of the parties to submit the documents, other materials or items necessary for conducting the examination. The arbitral tribunal is entitled to decide other questions concerning the participation of the expert in the arbitral proceedings, including the allocation of the costs of paying for the examination and the expert's participation, if these questions have not been specifically agreed by the parties.

2. The expert opinion is submitted in written form.

3. Unless the parties have agreed otherwise, the expert, provided that any of the parties so requests or the arbitral tribunal considers it necessary, must, after submitting the expert opinion, take part in a session of the arbitration at which the parties and the Arbitrators are given the opportunity to put to the expert questions related to the conduct of the examination and the expert opinion submitted.

ARTICLE 40. PARTICIPATION OF THIRD PARTIES

The entry of a third party into the arbitral proceedings is permitted only with the consent of the disputing parties. To join a third party to the proceedings, in addition to the consent of the parties, the consent of the party being joined is also required. The filing of an application to join a third party is permitted only before the expiry of the period for submitting the response to the statement of claim. Consent to join a third party must be expressed in written form.

ARTICLE 41. ADJOURNMENT OF THE HEARING AND SUSPENSION OF THE PROCEEDINGS

Where necessary, on the initiative of the parties or of the arbitral tribunal, AC "INTELLPART" may adjourn the hearing of the case or suspend its proceedings. A ruling is issued on the adjournment of the hearing of the case or on the suspension of the arbitral proceedings.

ARTICLE 42. RECORD OF THE ORAL HEARING

No record of the oral hearing is kept.

Chapter 4. TERMINATION OF THE ARBITRAL PROCEEDINGS

ARTICLE 43. FINAL ARBITRAL AWARD

The arbitral proceedings are terminated by the making of a final arbitral award.

ARTICLE 43-1. INTERIM ARBITRAL AWARD

The arbitral tribunal is entitled, before making the final award, to make an interim award.

ARTICLE 44. MAKING OF THE AWARD

1. After the arbitral tribunal considers that all the circumstances connected with the dispute have been sufficiently clarified, it declares the oral hearing of the case closed and proceeds to make the final award.
2. The award is adopted in closed deliberation by a majority of votes of the arbitral tribunal. If the award cannot be adopted by a majority of votes, it is adopted by the chairman of the arbitral tribunal.
3. The award is set out in written form and signed by the Arbitrators comprising the arbitral tribunal. An Arbitrator who disagrees with the adopted award must set out his dissenting opinion in writing, which is attached to the award.

ARTICLE 45. ANNOUNCEMENT OF THE AWARD

1. After the award is made, its operative part is announced to the parties orally and, in their absence, may be communicated to them in writing.
2. Within a period set by the arbitral tribunal at AC "INTELLPART", which as a rule must not exceed 30 days, a reasoned award is sent to the parties.
3. The arbitral tribunal may, at the end of the oral hearing, decide that the arbitral award, without oral announcement of its operative part, will be sent to the parties within a period which, as a rule, must not exceed 30 days.
4. The arbitral tribunal may conduct additional proceedings if this is required in the interests of the correct resolution of the dispute and the operative part of the award has not yet been announced to the parties.
5. The Chairman of AC "INTELLPART" may, where necessary, extend the time limits set on the basis of clauses 2 and 3 of this Article.

ARTICLE 46. CONTENTS OF THE AWARD

1. The award must contain, in particular, the following:
 - 1) the date of the award;
 - 2) the place of the arbitral proceedings;
 - 3) the composition of the arbitral tribunal and the manner of its formation;
 - 4) the names of the parties to the dispute, the surnames and initials, and positions of their representatives, with an indication of their authority;
 - 5) the substantiation of the competence of AC "INTELLPART";
 - 6) the claims of the claimant and the objections of the respondent, and the parties' applications;
 - 7) the essence of the dispute, the statements, applications and explanations of the persons taking part in the proceedings;
 - 8) the circumstances of the case established by AC "INTELLPART", the evidence on which the conclusions about these circumstances are based, and the laws and other regulatory legal acts by which AC "INTELLPART" was guided in making the award. The operative part of the award sets out the conclusions of the arbitral tribunal on the granting or refusal of each claim asserted, the amount of the costs connected with the resolution of the dispute at AC "INTELLPART", the allocation of the said costs between the parties and, where necessary, the period and manner of enforcement of the adopted award.
2. After the award is made, each party must be handed or sent a copy of the award.

ARTICLE 47. CORRECTION AND INTERPRETATION OF THE AWARD. ADDITIONAL AWARD

1. After receipt of the arbitral award, unless the parties have agreed on a specific period:
 - 1) any of the parties, having notified the other party of this, may request AC "INTELLPART" to correct any errors in computation, clerical errors or typographical errors, or other errors of a similar nature made in the award;
 - 2) any of the parties, having notified the other party of this, may request AC "INTELLPART" to give an interpretation of any specific point or part of the adopted award. AC "INTELLPART", if it considers the request justified, must, within thirty calendar days of its receipt, make the corresponding corrections or give the interpretation. The interpretation of the arbitral award made is an integral part of the arbitral award.
2. AC "INTELLPART" may, on its own initiative, correct any errors indicated in sub-clause 1) of clause 1 of this Article.
3. Unless the parties have agreed otherwise, any of the parties, having notified the other party of this, may, within sixty calendar days of receipt of the arbitral award, request the Arbitration to make an additional award in respect of claims that were asserted in the course of the arbitral proceedings but were not reflected

in the award. AC "INTELLPART", if it considers the request justified, must, within sixty calendar days of its receipt, make an additional arbitral award.

4. AC "INTELLPART" may, where necessary, extend the period within which it is necessary to correct errors, give an interpretation or make an additional arbitral award in accordance with clause 1 or 3 of this Article.

ARTICLE 48. SETTLEMENT AGREEMENT

1. If the parties settle the dispute in the course of the arbitral proceedings, AC "INTELLPART" terminates the proceedings and, at the parties' request, records this settlement in the form of an arbitral award on agreed terms.

2. The making of the arbitral award referred to in clause 1 of this Article is subject to the corresponding requirements of Article 46 of these Rules. Such an arbitral award is subject to enforcement in the same way as any other arbitral award on the merits of the dispute.

ARTICLE 49. REVIEW OF THE DISPUTE ON THE BASIS OF NEWLY DISCOVERED CIRCUMSTANCES

1. An arbitral award may be reviewed on the application of one of the parties to the arbitration agreement, or of another person whose rights are affected, on the basis of newly discovered circumstances. The grounds for reviewing an arbitral award on the basis of newly discovered circumstances are:

- 1) circumstances material to the case that were not and could not have been known to the applicant;
- 2) knowingly false testimony of a witness, a knowingly false expert opinion, a knowingly incorrect translation, the forgery of documents or physical evidence, established by a court verdict that has entered into force, which entailed the making of an unlawful or unfounded award;
- 3) criminal acts of the parties, of other persons taking part in the case, or of their representatives, or criminal acts of the Arbitrators committed in the consideration of that case, established by a court verdict that has entered into force;
- 4) refusal by the competent court to recognise the arbitral award (or to issue a writ of execution).

2. An application for review of an arbitral award on the basis of newly discovered circumstances is filed and considered within three months from the day of establishment of the circumstances serving as the grounds for review. Where the session of AC "INTELLPART" that made the award in its former composition is impossible, the application for review of the award on the basis of newly discovered circumstances is considered by a new arbitral tribunal formed in the manner established by these Rules.

ARTICLE 50. TERMINATION OF THE PROCEEDINGS WITHOUT MAKING AN AWARD

1. The arbitral proceedings are terminated by the issue of a ruling terminating the arbitral proceedings on the grounds indicated in clause 2 of this Article.

2. A ruling terminating the proceedings is issued where:

- 1) the claimant withdraws its claim and the withdrawal is accepted by the Arbitration, unless the respondent raises objections to the termination of the arbitral proceedings in view of its legitimate interest in the resolution of the dispute on the merits;
- 2) the dispute referred to arbitration does not fall within its competence;
- 3) there is a court judgment or arbitral award that has entered into legal force, adopted in a dispute between the same parties, on the same subject matter and on the same grounds;
- 4) the parties have reached an agreement to terminate the arbitral proceedings;
- 5) a legal entity that is a party to the arbitral proceedings has been liquidated;
- 6) the death has occurred of a natural person who is a party to the arbitral proceedings, or such person has been declared dead or recognised as missing.

ARTICLE 51. STORAGE OF AWARDS AND CASE FILES

1. The period of storage of the awards of the arbitral tribunal together with the case materials is five years from the date of the making of such award.
2. The awards made and the case materials are kept by the executive secretary or the Chairman of AC "INTELLPART".

ARTICLE 52. CHALLENGE (SETTING ASIDE) OF THE ARBITRAL AWARD

1. An award of AC "INTELLPART" may be challenged by the parties before the competent court in the manner established by the civil procedural legislation of the Republic of Kazakhstan.
2. In the event that an award of AC "INTELLPART" is set aside, any of the parties is entitled, in accordance with the arbitration agreement, to apply to AC "INTELLPART". In the event that an award of AC "INTELLPART" is set aside in whole or in part on the ground of invalidity of the arbitration agreement, or because the award was made on a dispute not provided for by the arbitration agreement or not falling within its terms, or contains rulings on questions not covered by the arbitration agreement, the corresponding dispute is not subject to further consideration in arbitration.

ARTICLE 53. ENFORCEMENT OF THE AWARD

1. Awards of AC "INTELLPART" are performed by the parties voluntarily within the period established in the award. If the period for performance is not indicated in the award, it is subject to immediate performance.
2. Enforcement of an award of AC "INTELLPART" is carried out in accordance with the rules of enforcement proceedings in force at the time of enforcement of the award, on the basis of a writ of execution for the enforcement of the award issued by the competent court.

Annex No. 1

to the Rules of Arbitration at the Arbitration Chamber "INTELLPART"

REGULATION ON ARBITRATION COSTS AND FEES

ARTICLE 1. DEFINITION OF TERMS

1. "Registration fee" — a fee paid upon filing a statement of claim with AC "INTELLPART", to cover the costs arising before the commencement of the arbitral proceedings.
2. "Arbitration fee" — a fee charged for each claim filed for consideration at AC "INTELLPART", to cover the general costs connected with the activities of AC "INTELLPART" (in particular, the fees of the Arbitrators, the remuneration of the secretariat, the costs of organising the arbitral proceedings, etc.).
3. "Additional costs of AC "INTELLPART"" — special expenses that AC "INTELLPART" incurs in connection with the hearing of a particular case (in particular, the costs of conducting an expert examination and written translations, remuneration of experts and interpreters, reimbursement of witnesses' expenses, travel expenses, etc.).
4. "Parties' own costs" — the costs incurred by the parties in connection with the protection of their interests in the hearing of the dispute at AC "INTELLPART", in addition to the costs indicated in the preceding clauses of this Article.

ARTICLE 2. REGISTRATION FEE

1. The registration fee is paid in the amount of KZT 100,000, exclusive of VAT.
2. When cases are heard under arbitral proceedings, the registration fee may, if this does not contravene the applicable currency legislation of the Republic of Kazakhstan, be paid in US dollars or Euros at the official rate of the National Bank of the Republic of Kazakhstan established as at the date of filing the claim. At the claimant's request, it may be permitted to pay the registration fee in a freely convertible currency other than US dollars or Euros, if this does not contravene the applicable currency legislation of the Republic of Kazakhstan.
3. Upon subsequent payment of the arbitration fee, the registration fee is credited against the amount of the arbitration fee.
4. The registration fee is non-refundable.

ARTICLE 3. ARBITRATION FEE

1. The arbitration fee is calculated on the basis of the amount in dispute in accordance with the following requirements:
 - 1) The arbitration fee is calculated in tenge in accordance with the following scale (exclusive of VAT):

Amount in dispute, in tenge	Arbitration fee, as a percentage of the amount in dispute (sole arbitrator)
up to 1,000,000	100,000
from 1,000,001 to 5,000,000	100,000 + 2.9% of the amount over 1,000,000 tenge
from 5,000,001 to 10,000,001	2.7%
from 10,000,001 to 15,000,000	2.5%

from 15,000,001 to 25,000,001	2.4%
from 25,000,001 to 70,000,000	2.3%
from 70,000,001 to 150,000,001	2.2%
from 150,000,001 to 500,000,000	2%
from 500,000,001 to 1,000,000,000	1.8%
over 1,000,000,001	1.5%

2. In the event that the Parties agree that the case is to be considered by an Arbitral Tribunal of three or more Arbitrators, the arbitration fee payable is doubled.
3. Taking into account the complexity of the case and the significantly increased time and costs connected with the arbitral proceedings, the Chairman of AC "INTELLPART" is entitled to issue a ruling increasing the amount of the arbitration fee.
4. The arbitration fee is paid upon filing the statement of claim. The Chairman of AC "INTELLPART" is entitled, at the claimant's request, to allow payment of the arbitration fee by instalments.
5. The arbitration fee is paid in Kazakhstani tenge if the amount in dispute is expressed in Kazakhstani tenge. When converting the amount in dispute into US dollars or Euros, the official rate of the National Bank of the Republic of Kazakhstan established as at the date of filing the claim applies. At the claimant's wish, the arbitration fee may be paid in US dollars or Euros, if this does not contravene the applicable currency legislation of the Republic of Kazakhstan.
6. The arbitration fee is paid in US dollars or Euros if the amount in dispute is expressed in a foreign currency. When converting the amount in dispute into US dollars or Euros, the market exchange rate established in the manner provided for by the National Bank of the Republic of Kazakhstan as at the date of filing the claim applies.
7. The arbitration fee for non-pecuniary claims is: KZT 400,000 (four hundred thousand tenge).

ARTICLE 4. REDUCTION OF THE AMOUNT OF THE ARBITRATION FEE

1. If the claimant withdraws the claim before the summons appointing the hearing of the case is sent, the arbitration fee is reduced by 50%.
2. If the claimant withdraws the claim after the summons has been sent but before the day of the first hearing of the case, in particular as a result of the parties settling the dispute amicably, as well as in other cases where AC "INTELLPART" receives, before the said day, a statement of the parties' refusal to have the dispute heard at AC "INTELLPART", the arbitration fee is reduced by 25%.
3. In the cases provided for by clauses 1–2 of this Article, the reduction of the arbitration fee or its refund must be reflected in the award or in the ruling terminating the hearing of the case. In the case of termination of the hearing of the case before the formation of the arbitral tribunal, the ruling on reduction of the arbitration fee or its refund is taken by the Chairman of AC "INTELLPART".
4. The provisions of clauses 1–2 of this Article on the reduction of the arbitration fee or its refund do not apply to the registration fee (Article 2 of this Regulation).
5. In exceptional cases, upon the reasoned application of the claimant, the Chairman of AC "INTELLPART" is entitled to consider the possibility of reducing the amount of the fees established by these Rules.

ARTICLE 5. ARBITRATION FEE FOR A COUNTERCLAIM OR A CLAIM FOR SET-OFF

The same rules on the arbitration fee as those applicable to the original claim apply to a counterclaim and to a claim submitted for set-off.

ARTICLE 6. ALLOCATION OF THE ARBITRATION FEE BETWEEN THE PARTIES

1. Unless the parties have agreed otherwise, the arbitration fee, including the registration fee, is charged to the party against which the arbitration's award is made.
2. If the claim is granted in part, the arbitration fee, including the registration fee, is charged to the respondent in proportion to the amount of the claims granted, and to the claimant in proportion to that part of the claims in which the claim was not granted.
3. If the claimant has abandoned the maintenance of its claims (or reduced them) as a result of their voluntary satisfaction by the respondent after the claim was filed, AC "INTELLPART", at the claimant's request, recovers from the respondent all the costs incurred by the claimant in connection with the arbitral proceedings, including the costs of paying for the assistance of a representative.

ARTICLE 7. COVERAGE OF THE ADDITIONAL COSTS OF AC "INTELLPART"

1. AC "INTELLPART" may impose on the parties, or on one of them, the obligation to make an advance payment to cover the additional costs in connection with the conduct of the arbitral proceedings.
2. An advance to cover additional costs may, in particular, be requested by AC "INTELLPART" from the party that has stated the need to carry out an act in the hearing of the dispute which may give rise to additional costs, if such statement is found to be justified. AC "INTELLPART" may make the performance of such acts conditional on that party paying, within the established period, an advance towards reimbursement of the additional costs.
3. Where an Arbitrator selected by a party and permanently resident outside the place where the sessions of AC "INTELLPART" are held takes part in the proceedings, that party must pay an advance towards the costs of that Arbitrator's participation in the arbitral proceedings (travel, accommodation, etc.). Where such person is selected as chairman of the arbitral tribunal, the advance towards the costs of that person's participation in the arbitral proceedings must be paid in equal shares by each of the parties. If the respondent fails to pay the corresponding advance within the established period, payment of such advance is imposed on the claimant.
4. If, at the request of one of the parties, translation of the parties' explanations, statements, etc., as well as of the questions, clarifications and instructions of the arbitral tribunal, is carried out in the hearing of the case, the costs of translation are paid by the said party. If, with the consent of the parties, the hearing of the case is conducted in a language other than Russian, payment of any translation costs may be imposed in equal shares on each of the parties. AC "INTELLPART" may require the relevant party or parties to make an advance payment towards these costs. The same rules apply to the translation of awards of AC "INTELLPART".
5. The allocation of the additional costs of AC "INTELLPART" between the parties is carried out in accordance with the rules of Article 6 of this Regulation. The costs indicated in the first paragraph of clause 4 of this Article are charged to the party that requested to be provided with the services of an interpreter.

ARTICLE 8. PROCEDURE FOR PAYMENT OF THE AMOUNTS OF ARBITRATION COSTS AND FEES

1. The amounts of arbitration costs and fees due to AC "INTELLPART" are deemed paid on the day they are credited to the settlement account of AC "INTELLPART".
2. The costs of the bank transfer of the amounts of arbitration costs and fees paid to AC "INTELLPART" are charged to the party making the relevant payment.

ARTICLE 9. PARTIES' OWN COSTS

The party in whose favour the award is made may demand that the other party be charged with reimbursement of the reasonable costs it has incurred and/or that have arisen from contractual (or other) obligations in connection with the arbitral proceedings, in particular the costs connected with the protection of its interests

through representatives.

ARTICLE 10. OTHER ALLOCATION OF ARBITRATION COSTS AND FEES

Taking into account the circumstances of the particular case, the Chairman of AC "INTELLPART" may establish an allocation between the parties of the arbitration fee, the additional costs of AC "INTELLPART" and the parties' own costs that differs from that provided for in Articles 6, 7 and 9 of this Regulation, in particular recover in favour of one of the parties, from the other party, the excess costs incurred by the first party caused by the inexpedient or unfair-dealing actions of the other party, including actions that caused an unjustified drawing-out of the arbitral proceedings.

ARBITRATION CLAUSE

Standard clause:

«Any disputes and/or disagreements arising out of or in connection with this contract shall be finally resolved by arbitration at the Arbitration Chamber "INTELLPART" in accordance with the Rules in force. The arbitral tribunal shall consist of one Arbitrator. The seat (place) of the arbitration is the city of Almaty. The language of the arbitration shall be Russian. This contract is governed by the substantive law of the Republic of Kazakhstan.»