

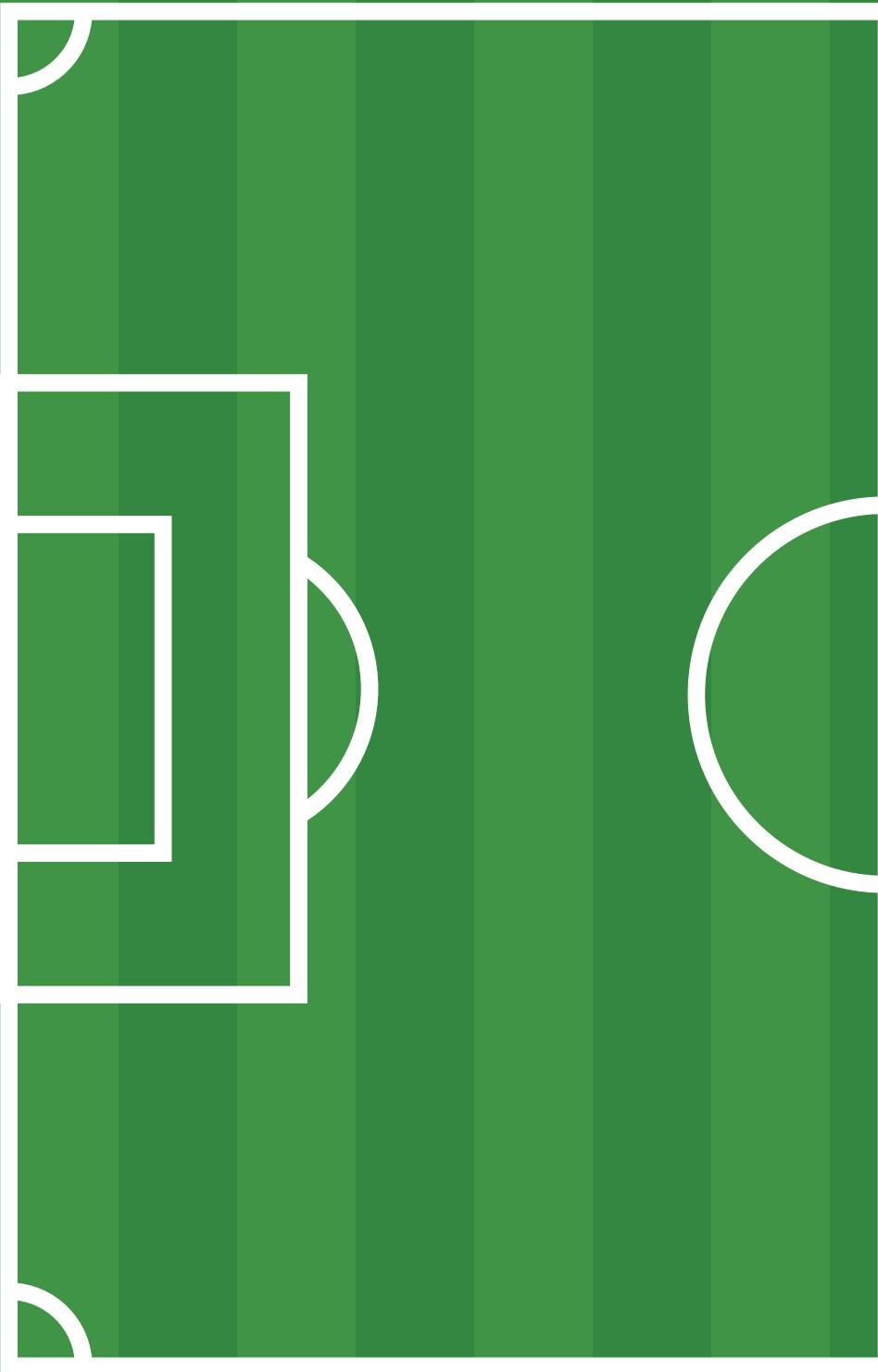
**SAINT PETERSBURG INTERNATIONAL  
LEGAL FORUM 2018**

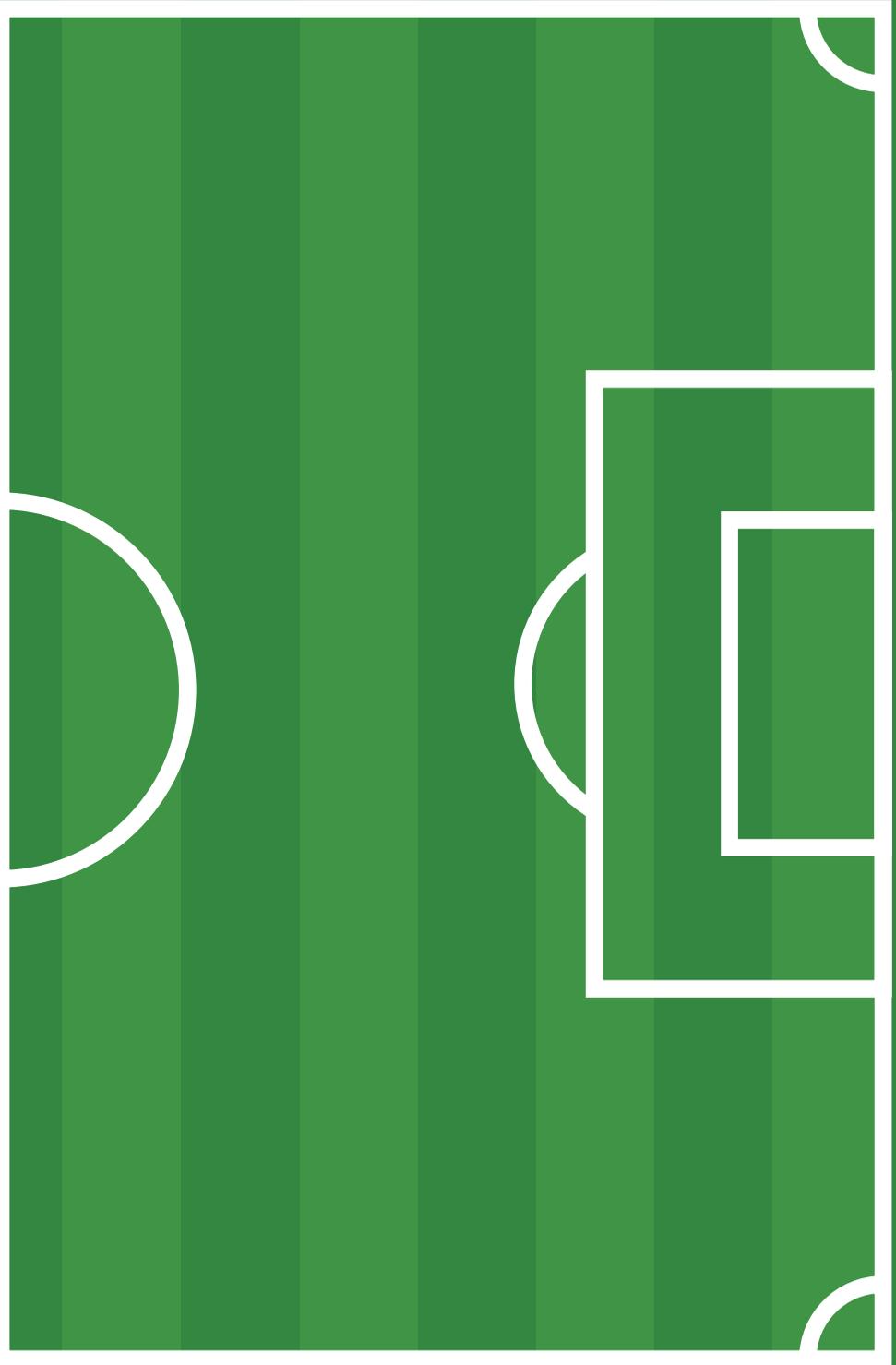


**Russian  
Arbitration  
Center**

at the Russian Institute  
of Modern Arbitration

**ARBITRATION BATTLE 2.0  
TEAM RUSSIA V. TEAM WORLD**



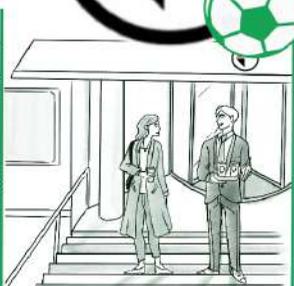




# FIFA 2018



# WORLD CUP



Coffee?

No, thanks.

Not a coffee person. Also,

So...

Football and football players. I know, right.

But who in their right mind would have thought that something that started so well would spiral into hell so quickly?

It's one of those things that usually do, I suppose.



Well, see you inside?

Yeah. Nothing personal?

Nothing personal.

A lawyer's got to do what a lawyer's got to do.

Let the arbitration battle begin!



**SPORTS TV**

... FIFA's decision to hold the 2018 WORLD CUP in Russia...

...the cities to host the games are - ahem - Moscow, Kaliningrad, Saint-Petersburg, Volgograd, Kazan, Nizhny Novgorod, Samara, Saransk, Rostov-on-Don, Sochi, and Yekaterinburg.

...the SEMI-FINAL and FINAL games to be held in MOSCOW and SAINT-PETERSBURG...

...the Saint-Petersburg authorities' **BIGGEST CONCERN** - construction of the CORMORANT ARENA by JSC STROYSPORT...

..WILL THE STADIUM BE READY ON TIME?

2013



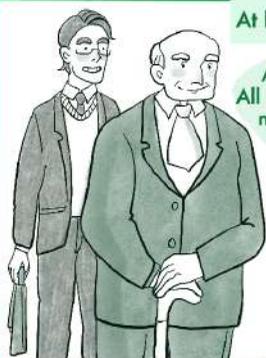
2014



2015



At last, 2016!



Almost there! All we've got to do now is roll out the turf, -



Will do on time!\*



\*in Dutch

Ah, the Saint-Pete rain. There's that.



It might... take a little longer?



2017



Great job on the grass!



This stadium is THE BEST.

Call me Vincent.

Thank you, Mr. Grassgreen!

Ah! The grass is so soft!



**BREAKING NEWS!**

Russia's top goalscorer, Mr. ALEXANDER FURMAN, is INJURED in a friendly game between the national teams of RUSSIA and FRANCE!

RUS v FRA

The tragedy happened right before the eyes of the representatives of the famous Spanish "LA RIOJA" club,

who earlier revealed plans to buy FURMAN in...



This is very SERIOUS. We hope for a quick recovery, but, I'm afraid, -

But?

Mr. Furman's participation in the 2018 World Cup is OUT OF THE QUESTION.

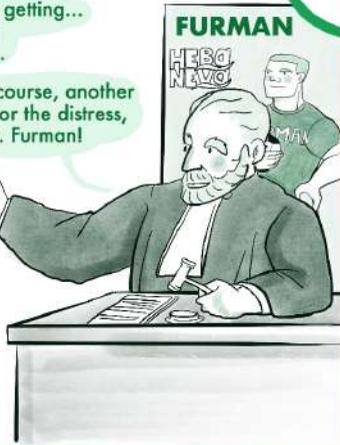
I will SUE you ALL.



...3 mln for the goal-scoring bonus I'm not getting...  
7mln for the fee I lost under that sportswear sponsorship contract...



And, of course, another million for the distress, Mr. Furman!



Forget 400 million! If we buy for 200, you be thankful!!!\*



...the 200 million we won't get from the Spanish... plus 80 million for the lad's having to miss the season...



They have a point.

\*in angry Spanish

**NOOOOOOOOOOOOOOOOOOO!!!**

Want new turf and quick? Look no further, my man.

\*sigh\*



You'll pay for this Agrestal...

...291 million  
for our damages...

...54 million for those  
blood-suckers at Zeleny Dom...

...uh-uh, and 3 million  
for the lawyers...

...also bribed the FIFA expert...  
thank you Mrs Grassgreen  
for the Panama Instagram posts...

...voila!

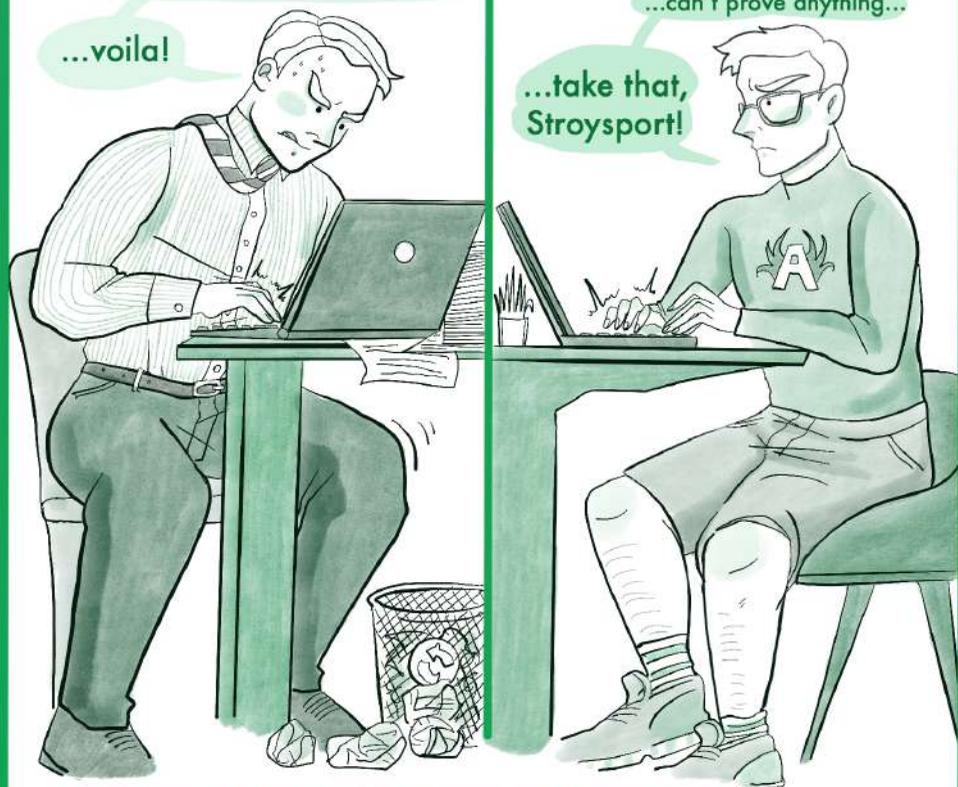
There's no dispute....  
arbitration clause says...

...think we're stupid, huh?  
You signed the statement saying  
you had no complaints  
when accepting the work...

...also go to Bella LLC,  
they did the actual work on the grass...

Bribery? What nonsense!  
...can't prove anything...

...take that,  
Stroysport!



**ARBITRATION CENTER PRESENTS:**

***STROYSPORT***

***'AGRESTAL!***

# FACTS

1. In 2010, the Federation Internationale de Football Association (hereinafter, the FIFA) announced its decision to hold the 2018 World Cup (hereinafter, World Cup 2018) in Russia. In 2012, the following list of cities to host the games was revealed live on Russian federal television: Moscow, Kaliningrad, Saint Petersburg, Volgograd, Kazan, Nizhny Novgorod, Samara, Saransk, Rostov-on-Don, Sochi, and Yekaterinburg.
2. From among the above listed cities, the most active construction unfolded in Moscow and Saint Petersburg, since those were the two cities intended to host the final and semi-finals of the 2018 World Cup.
3. Given that the Moscow “Luzhniki” stadium has been functioning for several decades, and the construction of the “Spartak Arena” in Moscow completed in 2014, the Russian authorities were mostly concerned with the construction in Saint Petersburg. According to the federal mass media, the sports officials were doing everything they could to hurry up the general contractor, **Joint-Stock Company “Stroysport”** (hereinafter, Stroysport) to construct the **“Cormorant Arena”** stadium.
4. In summer 2016, the stadium was almost completed, with only the final and the most important stage remaining to be finalised - namely, the turf installation.

5. On 5 September 2016, **Stroysport** entered into an agreement with a Netherlands-registered company, **Agrestal Construction BV** (hereinafter, Agrestal Construction), for the supply and installation of roll out turf (hereinafter, the Agreement of 5 September 2016) (**Exhibit No. 1**).
  
6. During the negotiations, **Agrestal Construction** insisted on referring disputes between the parties to arbitration, since four years back the company had a negative experience of litigation in a Brazilian national court of a dispute related to the preparation for the World Cup 2014. **Stroysport** was sympathetic to **Agrestal Construction's** position and did not oppose to the idea of arbitrating disputes. However, due to the strategic importance of the stadium and heightened attention of the public and the Russian authorities to its construction, **Stroysport** was wary of resolving all disputes confidentially, so it proposed to arbitrate only the disputes related to the violations of the Agreement. **Agrestal Construction** agreed to the wording of the arbitration clause that was included into the Agreement of 5 September 2016, as discussed (**Exhibit No. 2**).
  
7. The autumn of 2016 was marked by an unprecedented amount of precipitation in Saint Petersburg – it was raining for two months practically every day. The installation of turf had to be postponed several times.

8. In January 2017, the turf was finally installed and rolled out in accordance with the terms of the Agreement of 5 September 2016. During an inspection of the site in March 2017, the FIFA delegation experts voiced no concerns with respect to the turf installed. As a result of a joint meeting of the FIFA experts and the national World Cup 2018 organisation committee, the head of the FIFA expert team, **Mr. Vincent Grassgreen**, officially stated that the functional readiness of the turf coating conformed to all standards of the football organisation.
9. **Stroysport** equally expressed no objections as to the quality of the goods supplied and works performed. In summer 2017, all works for the construction of the football stadium were completed, and on 25 August 2017, the facility was commissioned. Starting from September 2017, football teams began leasing the stadium for training sessions and games. Sportsmen noted the highest quality of the stadium, including the turf.
10. On 20 September 2017, the Russian national team played an exhibition game against the French team at Cormorant Arena. The game was especially important for one of the football players on the Russian team, the top goalscorer of the three last Russian Premier League (RPL) seasons, who scored over 20 goals in each, **Mr. Alexander Furman**. The representatives of the Spanish “La Rioja” club, extremely interested in buying in the Russian sportsman, attended the game.

11. During the game, a French footballer tackled Alexander Furman in an attempt to dispossess him of the ball. Furman slipped and fell badly, injuring his knee.
12. The physicians diagnosed Furman with a third degree meniscal tear of the knee joint, making a most dismal projection that Furman was out of the game until RPL 2017-2018 season end and that there was no way that he would be able to perform at the World Cup 2018.
13. After the incident, experts thoroughly examined the football field coating and discovered a defect of the surface adhesion in the spot where Furman fell. Expert examination demonstrated that it was that defect that caused Furman's boot to slip.
14. Furman decided to sue, since he incurred significant damages in view of his trauma.
15. First of all, the footballer's contract with the club (**Exhibit No. 3**) provided for the additional fee for the player of RUB 3,000,000, if he scored over 15 goals into the opponents' net in the club's official games. That said, after 10 rounds out of 30, Furman had already had 8 goals on his record.
16. Secondly, between seasons, Furman made a lucrative sponsorship contract (**Exhibit No. 4**) with the manufacturer of sportswear, the official supplier of the Russian national football team. The contract

provided for further remuneration for the player, of RUB 7,000,000, if Furman took part in at least three games of the World Cup 2018 as part of the starting lineup of the Russian national team.

17. On 15 January 2018, a Russian national court, proceeding from Chapter 59 of the Russian Civil Code, ruled on Furman's action against **Stroysport** for the recovery of RUB 11,000,000, awarding RUB 10,000,000 towards the compensation of losses and damages caused to Furman, and RUB 1,000,000 - towards compensating the emotional distress for his non-participation in the World Cup 2018.
18. A week after that, **Stroysport** lost another case - that with the "Neva" football team to which Alexander Furman belonged, for the recovery from **Stroysport** of damages of RUB 280,000,000 in view of Furman's injury.
19. Firstly, Neva was negotiating Furman's transfer to the Spanish La Rioja club for RUB 400,000,000. However, after Furman had got an injury, La Rioja flatly refused to contract on the initial terms and demanded that the price be cut down to RUB 200,000,000.
20. Secondly, Neva claimed RUB 80,000,000 in view of the impossibility of Furman's participation in the club's games starting from September 2017 through April 2018, that is, throughout the entire duration of the footballer's rehabilitation.

21. Additionally, after the expert examination, the **Cormorant Arena** was closed for repairs. Right after the expert examination, **Stroysport** reported to **Agrestal Construction** the defect discovered, but a week passed without any reply from the contractor. **Stroysport** had not a moment to spare, since the training and game schedule was tightly set for several months ahead; hence, it approached a third-party organisation, **Zeleny Dom BV**. Zeleny Dom BV replaced the turf in just two weeks, having billed an exorbitant amount of RUB 54,000,000.
  
22. On 15 March 2018, **Stroysport** filed a claim with the Russian Arbitration Center at the Russian Institute of Modern Arbitration against **Agrestal Construction** for the recovery of RUB 348,000,000. This sum included RUB 291,000,000 that accounted for the damages recovered from **Stroysport** for Furman's injury; RUB 54,000,000 – for the price of replacing the turf at the Cormorant Arena stadium by **Zeleny Dom BV**; and another RUB 3,000,000 for the legal services and attorney fees for the litigation in the national court. **Stroysport** invoked the arbitration clause included in the Agreement of 5 September 2016, as the jurisdictional basis for its claim.
  
23. In its Statement of Defense of 30 March 2018, **Agrestal Construction** asserted that the dispute was not a dispute in the meaning of the Agreement of 5 September 2016 and could not anyhow relate thereto; consequently, the arbitral tribunal had no jurisdiction to resolve the dispute in question. Moreover,

**Agrestal Construction** relied on the delivery and acceptance act of 15 January 2017, signed by Stroysport, which confirmed that Stroysport had no complaints as to the quality of the goods supplied and works completed. For those reasons, **Agrestal Construction** asks that Stroysport's claim be dismissed.

24. In its Statement of Defense, **Agrestal Construction** also stated, relying on Article 35 of the Arbitration Rules 2017 of the Russian Arbitration Center at the Russian Institute of Modern Arbitration, that it was necessary to invite **Bella LLC**, a sub-contractor engaged by **Agrestal Construction**, to join the proceedings as a co-respondent. **Agrestal Construction** specified that any complaints as to the installation of the turf were to be submitted against **Bella LLC**, since that was the company that actually carried out the turf installation works at **the Cormorant Arena**. **Agrestal Construction** also enclosed to its Statement of Defense a copy of an agreement between **Bella LLC** and **Agrestal Construction**, containing an arbitration clause (**Exhibit No. 5**).
25. In the course of preparations for the arbitration, it was revealed that in April and May 2017, the head of the FIFA expert team, **Mr. Grassgreen**, took part in an international conference held in Panama and dedicated to modern approaches to lawn growing and maintenance. **Agrestal Construction BV** was the general partner and co-organiser of that conference (**Exhibit No. 6**).

26. During its investigation, **Stroysport** also found out that at the conference in Panama, **Mr. Grassgreen** was accompanied by his spouse, Mrs. Dorothy Grassgreen, who posted pictures made during their trip in the Instagram. Mrs. Grassgreen's subscribers actively inquired about the details of the couple's trip, and she made it clear and unambiguous that their visit and subsequent vacation in Panama were a token of gratitude of one of the event's sponsors for her husband's significant contribution to the development of the industry (**Exhibit 7**).
  
27. Based on the data received, **Stroysport** also claimed that **Agrestal Construction's** conduct was unlawful, since the company bribed a FIFA expert to obtain a positive opinion as a result of the inspection of the stadium.

# CONTESTED ISSUES

**CLAIMANT (STROYSPOORT)**

**RESPONDENT (AGRESTAL CONSTRUCTION)**

## JURISDICTIONAL ISSUES

The arbitral tribunal has jurisdiction to examine the dispute at hand, since the dispute arises directly from the Agreement for the Supply and Installation of Roll out Turf dated 5 September 2016, made by and between Stroysport and Agrestal Construction. The Claimant incurred damages in the amount of RUB 125,000,000 in view of the Respondent's violation of its obligations under the Agreement.

The arbitral tribunal has no jurisdiction to examine the dispute at hand, since the dispute in no way arises directly from the Agreement for the Supply and Installation of Roll out Turf dated 5 September 2016, made by and between Stroysport and Agrestal Construction. The Claimant's claims for the recovery from the Respondent of RUB 125,000,000, and especially the claim for RUB 71,000,000 for Furman's injury, do not constitute a dispute between the Parties in the meaning of the arbitration clause between the Parties.

Bella LLC cannot be a Co-Respondent in the dispute between Stroysport and Agrestal Construction: first, the two arbitration agreements are incompatible as regards the language of arbitration; second, the arbitration agreement between Agrestal Construction and Stroysport does not encompass disputes arising from the relations between Agrestal Construction and Bella LLC.

Bella LLC shall join the proceedings as a Co-Respondent: first, although Bella LLC and Agrestal Construction agreed on the language of arbitration in the arbitration agreement, they are fine with using English in the arbitration; second, the dispute between Bella LLC and Agrestal Construction falls within the arbitration agreement between Agrestal Construction and Bella LLC.

## ISSUES OF THE MERITS

Stroysport is entitled to claim damages from Agrestal Construction in the amount of RUB 348,000,000, caused by the improper performance by Agrestal Construction of its contractual obligations to install the turf coating.

Stroysport may not claim damages from Agrestal Construction in the amount of RUB 348,000,000, since Agrestal Construction duly performed its obligations to install the turf. Moreover, Stroysport's incurring the damages of RUB 348,000,000 is unrelated to Agrestal Construction's performance of its contractual obligations.

There is sufficient proof of Agrestal Construction's tampering with FIFA's issuance of a positive opinion with respect to the turf coating as a result of the inspection of the site in March 2016.

The alleged bribery by Agrestal Construction of a FIFA officer who issued the positive opinion as a result of the inspection of the site in March 2016, is unproven.

The fact of bribery of a FIFA official must be taken into account in the assessment by the arbitral tribunal of whether the Respondent acted in good faith, and in its decision to award damages.

In any event, that fact is irrelevant to the decision on the merits of the dispute, since Stroysport made no objections with respect to the quality of installation of the turf coating when accepting the works completed by Agrestal Construction.

# AGREEMENT

## FOR THE SUPPLY AND INSTALLATION OF ROLL OUT TURF

Saint Petersburg

*5 September 2016*

**Joint-Stock Company “Stroysport”**, hereinafter referred to as the Customer, represented by its General Director Morozov Evgeniy Sergeevich, acting on the basis of the Charter, on the one hand, and **Agrestal Construction BV**, hereinafter referred to as the Contractor, represented by its General Director Steven Kane, acting on the basis of the Charter, on the other hand, have made this Agreement as follows:

### 1. SUBJECT MATTER OF THE AGREEMENT

- 1.1. In accordance with this Agreement the Contractor shall supply and install a roll out turf on a football stadium “Cormorant Arena” located at the following address: Russia, Saint-Petersburg, 39 avenue Hitchcock, while the Customer shall pay the Contractor 40 000 000 (*forty millions*) RUB.
- 1.2. The Contractor guarantees that the quality of the turf corresponds to all standards and requirements of the Federation Internationale de Football Association (FIFA).

...

## 5. LAW GOVERNING THE AGREEMENT

- 5.1. The rights and obligations of the parties under this Agreement shall be governed by and interpreted in accordance with the United Nations Convention on Contracts for the International Sale of Goods as well as the UNIDROIT Principles of International Commercial Contracts 2016.

...

## 6. DISPUTE RESOLUTION CLAUSE

- 6.1. Any dispute, controversy or claim between the Parties, arising from this Agreement, including in view of its violation, shall be settled by arbitration at the Arbitration Center at the Autonomous Non-Profit Organisation "Institute of Modern Arbitration" in accordance with the Arbitration Rules.
- 6.2. The Parties agree that for the purposes of sending written submissions, notifications and other written documents the following e-mail addresses shall be used:
- 6.3. Joint Stock Company Stroysport: [info@stroysport.ru](mailto:info@stroysport.ru)
- 6.4. Agrestal Construction BV: [info@agrestal.com](mailto:info@agrestal.com)
- 6.5. In the event of change of the e-mail address specified above the Party shall immediately notify the other Party of such change and, if the arbitration has already commenced, also notify the Arbitration Center at the Autonomous Non-Profit Organisation "Institute of Modern Arbitration". If such notice is not given, the Party failing to give notice shall be re-

sponsible for any written submissions, notifications and other written documents being sent to a wrong e-mail address.

6.6. The Parties hereby agree to be bound by and to execute the arbitral award.

...

23 August 2016 14:02  
[pnupruchov@stroysport.ru](mailto:pnupruchov@stroysport.ru)

Nadezhda, good afternoon!

We understand your counsel's position regarding the need to arbitrate disputes. In view of the forthcoming entry into force of a new law on arbitration, we see no impediments for having disputes heard by an arbitral tribunal. This May, our colleagues attended the St. Petersburg International Legal Forum (LF), where it was announced that a new arbitration centre will be created that would arbitrate disputes in accordance with the new legislation.

If you're interested, here is their website – [www.centerarbitr.ru](http://www.centerarbitr.ru), what do you think?

Pavel Nupruchov  
Head of Legal, Stroysport

25 August 2016 13:41  
[nslastyakova@agrestal.com](mailto:nslastyakova@agrestal.com)

Pavel, good afternoon!

Thank you for your understanding; I talked to my colleagues - we have no objections as to the choice of the arbitration centre.

Which means, we're adding the recommended clause into the agreement?

“Any and all disputes, controversies or claims arising out of or in connection with this Contract, or a breach, termination or invalidity hereof, shall be settled by arbitration at the Arbitration Center at the Autonomous Non-Profit Organisation “Institute of Modern Arbitration” in accordance with the Arbitration Rules.

The Parties agree that for the purposes of sending written submissions, notifications and other written documents the following e-mail addresses shall be used:

Joint Stock Company Stroysport: YOUR EMAIL  
Agrestal Construction BV: [info@agrestal.com](mailto:info@agrestal.com)

In the event of change of the e-mail address specified above the Party shall immediately notify the other Party of such change and, if the arbitration has already

commenced, also notify the Arbitration Center at the Autonomous Non-Profit Organisation “Institute of Modern Arbitration”. If such notice is not given, the Party failing to give notice shall be responsible for any written submissions, notifications and other written documents being sent to a wrong e-mail address.

The Parties hereby agree to be bound by and to execute the arbitral award.”

Thank you!

Kind regards,  
Nadezhda Slastyakova  
Attorney, PhD, LL.M.

29 August 2016 15:35  
[pnupruchov@stroysport.ru](mailto:pnupruchov@stroysport.ru)

Dear Nadezhda,

Since our stadium is a rather serious (practically strategic) facility and the authorities at all times supervise its construction (while arbitration is confidential), we would suggest slightly changing the arbitration clause to say that the disputes arising directly and only from our agreement may be referred to arbitration.

We also think we could add that arbitration will be reserved for disputes “between the Parties”.

Here is the wording we suggest:

*“Any dispute, controversy or claim between the Parties, arising from this Agreement, including in view of its violation, shall be settled by arbitration at the Arbitration Center at the Autonomous Non-Profit Organisation “Institute of Modern Arbitration” in accordance with the Arbitration Rules.*

The Parties agree that for the purposes of sending written submissions, notifications and other written documents the following e-mail addresses shall be used:

Joint Stock Company Stroysport: [info@stroysport.ru](mailto:info@stroysport.ru)

Agrestal Construction BV: [info@agrestal.com](mailto:info@agrestal.com)

In the event of change of the e-mail address specified above the Party shall immediately notify the other Party of such change and, if the arbitration has already commenced, also notify the Arbitration Center at the Autonomous Non-Profit Organisation "Institute of Modern Arbitration". If such notice is not given, the Party failing to give notice shall be responsible for any written submissions, notifications and other written documents being sent to a wrong e-mail address.

The Parties hereby agree to be bound by and to execute the arbitral award."

We are looking forward to your reply.

Best regards,  
Pavel Nupručov  
Head of Legal, Strojsport

31 August 2016 11:08  
[nslastyakova@agrestal.com](mailto:nslastyakova@agrestal.com)

Pavel, good morning!

We agree to this wording. See you on Monday then.

Thank you!

Kind regards,  
Nadezhda Slastyakova  
Attorney, PhD, LL.M.

# EMPLOYMENT AGREEMENT (CONTRACT)

Saint Petersburg

23 May 2012

**Joint-Stock Company “Neva” Football Club**, hereinafter referred to as the CLUB, represented by its General Director **Mr. Artem Alexandrovich Sinycin**, acting on the basis of the Charter, on the one hand, and **Mr. Alexander Gennadievich Furman**, national of the Russian Federation, hereinafter referred to as the FOOTBALL PLAYER, on the other hand, acknowledging that their rights and obligations are governed by the employment agreement (hereinafter, the “Contract”), the constitutive and other documents of the CLUB, the respective documents of the FIFA, UEFA, RFU and RFL, as well as the rules of the effective legislation of the Russian Federation, have agreed as follows.

## ARTICLE 1. GENERAL PROVISIONS

- 1.1. Mr. Furman is hired for the position of a football player of the “Neva” football team.
- 1.2. The FOOTBALL PLAYER declares his full loyalty and affiliation to the CLUB, and, consequently, that he hereby makes available to the CLUB all of his athletic potential, will do everything to maintain his value as a sportsman and, if possible, increase the same, un-

dertakes to abstain from anything that may impede his good faith performance of his obligations hereunder or impair the CLUB's interests.

...

## **ARTICLE 6. SALARY AND FEES**

6.1. The FOOTBALL PLAYER shall be paid a monthly salary of RUB 250,000,000 per season, to be adjusted for the inflation if the CLUB so decides.

6.2. The procedure for payment and amounts of premiums:

...

- If the FOOTBALL PLAYER scores over 15 goals into the opponents' net in the CLUB's official games within one season, he shall be paid a premium of RUB 3,000,000.

...

## **ARTICLE 9. GUARANTEES AND INDEMNIFICATION**

9.2. The losses caused to the FOOTBALL PLAYER in view of a trauma or another injury related to the performance of his employment obligations, shall be compensated in accordance with the effective legislation of the Russian Federation.

## **ARTICLE 10. FINAL PROVISIONS**

10.5. This Contract must be registered with the RFL in accordance with the RFL Rules.

10.6. This Contract is made in three counterparts of equal legal force, one for the CLUB, one for the FOOTBALL PLAYER, and the third one to be submitted to the RFL.

CLUB

FOOTBALL PLAYER

# SPONSORSHIP AGREEMENT

Saint Petersburg

1 July 2017

*Good Shoes Limited Liability Company*, hereinafter referred to as the Sponsor, represented by its General Director **Mr. Leonid Brenstein**, acting on the basis of the Charter, on the one hand, and **Mr. Alexander Gennadievich Furman**, hereinafter referred to as the Sportsman, on the other hand, have made this Agreement as follows:

## 1. SUBJECT MATTER OF THE AGREEMENT

- 1.1. The Sportsman shall render advertising services to the Sponsor to promote the Sponsor's products (hereinafter, the Services), as provided herein, and the Sponsor shall remunerate the Sportsman for the same.
- 1.2. Pursuant to this Agreement, the Sportsman shall render the following Services:
  1. the Sportsman's posting of information messages concerning the Sponsor's products, containing photos and video files involving the Sportsman and the Sponsor's products, on the Sportsman's webpages in the social media (at least one post per month). The Sportsman hereby grants an open (non-exclusive) license for the use of all photos and video files contained in the information messages;

2. the Sportsman's participation in the Sponsor's events, including press conferences, openings of outlets and presentations of the product (no more than 6 promotion events per year). Promotional events must not negatively affect the Sportsman's professional activities and training;
  3. the Sportsman's participation in photoshoots and recording of videos concerning the Sponsor's products. The Sponsor may use the results of such photoshoots and video recordings in any advertisement and promotion campaigns.
- ...

### **3. REMUNERATION OF THE SPORTSMAN**

- 3.1. For the provision of Services referred to herein, the Sponsor shall pay the Sportsman a fee composed of:  
...
  4. the principal (fixed annual payments) of RUB 35,000,000 yearly; and
  5. a bonus payment referred to in clauses 3.2 to 3.10 hereof.

...
- 3.4. If the Sportsman participates in at least three games of the final tournament of the FIFA World Cup 2018 as a player of the starting lineup of the national team, the Sponsor shall pay him an additional RUB 7,000,000.  
...

# ARBITRATION AGREEMENT

11 DECEMBER 2016

1. Any and all disputes, controversies or claims arising out of or in connection with the Contract between Agrestal Construction BV and Bella LLC (hereinafter, the Contract), or a breach, termination or invalidity hereof, shall be settled by arbitration at the Arbitration Center at the Autonomous Non-Profit Organisation "Institute of Modern Arbitration" in accordance with the Arbitration Rules.
2. The Parties agree that for the purposes of sending written submissions, notifications and other written documents the following e-mail addresses shall be used:  
Agrestal Construction BV: [info@agrestal.com](mailto:info@agrestal.com)  
Bella LLC: [law@bellacompany.ru](mailto:law@bellacompany.ru)
3. In the event of change of the e-mail address specified above the Party shall immediately notify the other Party of such change and, if the arbitration has already commenced, also notify the Arbitration Center at the Autonomous Non-Profit Organisation "Institute of Modern Arbitration". If such notice is not given, the Party failing to give notice shall be responsible for any written submissions, notifications and other written documents being sent to a wrong e-mail address.

4. The following language shall be used in the arbitration: Russian.
5. The Parties hereby agree to be bound by and to execute the arbitral award.

*Main sponsor of the event – Agrestal Construction BV*

# 5th International Turfgrass Conference & Exposition 2017



**Don't miss our keynote speaker –  
Vincent Grassgreen!**

For more information or to register, click [here](#)



**mrs\_grassgreen**  
Panama City, Panama

mrs\_grassgreen When you suddenly end up in Panama 🇵🇦 #vacation #familytime korotej How come?? Panama is awesome!!

mrs\_grassgreen Indeed!! Vincent's colleagues invited him to the conference and kindly offered to stay for a while there :)

elbur18 Wow, must be really hard to speak at the conference in such a beautiful location :D

mrs\_grassgreen @elbur18 not that hard, when you get rewarded for that with such a wonderful vacation :)



mrs\_grassgreen, elbur18, ptywear и 1234543212345321 это нравится

в ЧАСОВ НАЗАД

Добавьте комментарий...

