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- (3) The award should not be set aside pursuant to section 21, 1st subs., point 1 of the Act (award given after the expiration of the period laid down).
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- (2) Request to set aside an arbitral award on the ground that the parties were not treated equally and a party was refused the opportunity to be heard (PILS, Article 190, para 2, lit.d).
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- (2) Agreements providing for the application of foreign law to Ukrainian corporate relationships including the relationships between shareholders are null and void and violate Ukrainian public policy.
- (3) Agreements limiting the scope or effect of Ukrainian mandatory legal provisions (such as competition law and rules regarding the invalidity of agreements) are null and void.
- (4) Shareholders’ agreements, even under foreign law and entered into by, for instance, non-Ukrainian holding companies cannot govern questions of corporate governance in a Ukrainian company and, hence, cannot be enforced to the extent they are at variance with Ukrainian company law.
- (5) The Recommendations seek to exclude Ukrainian corporate disputes from determination by international arbitration (paragraph 2 of Section 6.2).

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