

**BUSINESS MEDIATION RULES**

In force since May 7, 2018.

**I. INITIAL PROVISIONS**

1.1 CAMARB - BUSINESS MEDIATION AND ARBITRATION CHAMBER - BRAZIL, hereinafter referred to as CAMARB, has the purpose of administering arbitration proceedings and other extrajudicial dispute resolution methods.

1.2 The mediation procedure is voluntary and based on good faith and the will of the parties.

1.3 The CAMARB Mediation Rules, hereinafter referred to as the "Rules", shall apply whenever so agreed between the parties, regardless of the existence of a mediation or **Multi-Tiered** clause providing for the adoption of the mediation rules of CAMARB or the Arbitration Chamber of Minas Gerais, former name of CAMARB.

1.4 Unless otherwise agreed, the Rules effective on the date of the Request for Mediation shall apply.

**II. MEDIATORS**

2.1 Both members of the CAMARB List of Mediators and others who are not part thereof may be appointed as mediators, provided they are capable and trustworthy persons of the parties.

2.2 The person(s) appointed to act as mediator(s) shall sign a statement informing of any circumstance that may give rise to justifiable doubt as to their impartiality and independence in relation to the parties or the dispute being mediated, as well as their willingness to conduct the mediation within the prescribed time limit.

2.2.1 If, during the mediation, the mediator becomes aware of any fact or circumstance that may affect his impartiality or independence, he shall inform the parties and the CAMARB of the need for his removal.

**III. REQUEST FOR MEDIATION**

3.1 Those aiming at resolving disputes through mediation, under the administration of CAMARB, shall communicate their intention to the Secretariat of this institution, informing:

I - name, physical and electronic address and full qualification of the parties involved and their counsel(s), if any;

II - a full copy of the instrument containing the mediation or **Multi-Tiered** clause, if any;

III - brief summary of the object of the dispute;

IV - estimated value of the dispute





3.2 All documents submitted by the parties shall be delivered to the Secretariat of CAMARB in sufficient number of copies to be forwarded to the mediator(s), no documents remaining under the custody of CAMARB, except a copy of the Request for Mediation and one copy of the Mediation Contract.

3.3 Communications from the CAMARB's Secretariat and the mediator(s) and copies of the parties' statements shall be sent to the party or, if there is a proxy appointed by the party, exclusively to him, by letter, e-mail or any other form of written communication sent to the address provided by the party(ies) to the Secretariat.

3.4 When requesting the commencement of the mediation proceeding, the claimant shall make the non-refundable deposit of its portion of the Administration Fee.

3.5 If the requirements of items 3.1 and 3.4 are not met, the Secretariat shall establish a time limit for compliance. If the requirements are not met within the given time limit, the Request for Mediation will be archived, without prejudice to the possibility of a new request.

3.6 The CAMARB's Secretariat will send the Request for Mediation to the respondent, at the address informed by the claimant, as well as a copy of these Rules and the list of the names included on its List of Mediators, in order to express its opinion on the request, within fifteen (15) days from its receipt, as well as make the non-refundable deposit of its portion of the administration fee.

3.7 If the respondent is not found, claimant will be immediately informed and must provide a new address to the CAMARB's Secretariat within ten (10) days, failing which the request for mediation will be archived, without prejudice to the possibility of a new request.

3.8 Should the opposing party refuse to take part in the mediation, the CAMARB's Secretariat will inform the claimant in writing.

#### **IV. PRE-MEDIATION**

4.1 If both parties preliminarily agree to take part in the mediation proceeding, if there is interest, they may be invited to attend the CAMARB office at a time, place and day previously scheduled by the CAMARB's Secretariat for the pre-mediation interview.

4.2 The pre-mediation interview may, at the discretion of the parties or at the suggestion of the CAMARB's Secretariat, be conducted by conference call.

4.3 The pre-mediation interview will be conducted by the CAMARB's Secretariat with each party individually, unless the parties have previously agreed to conduct it jointly.

#### **V. APPOINTMENT OF MEDIATORS**

5.1 The CAMARB's Secretariat shall request the parties to appoint, by mutual agreement, within ten (10) days from the receipt of the communication, mediator(s) to act in the mediation procedure.





5.2 If it is necessary for the mediator(s) to be appointed by the CAMARB's Board of Directors, CAMARB's Secretariat will forward to the parties a list of mediators with a minimum of three nominations, including their respective resumes, requesting the parties to indicate their order of preference over the nominated mediators, numbering them from one (1) to three (3) within five (5) days.

5.3 Mediation shall be conducted by the mediator(s) appointed jointly by the parties.

5.4 If there is no agreement on the appointments, the CAMARB's Secretariat may repeat the procedure set forth in item 5.2, if there is interest from the parties, forwarding a new list of suggestions.

5.5 If any appointed mediator dies, is declared impeded or suspect, or becomes unable to perform the duties, and the parties agree to continue the mediation, they shall jointly appoint another mediator within ten (10) days, otherwise, the CAMARB's Secretariat may repeat the procedure set forth in item 5.2 by forwarding a new list of suggestions.

## **VI. MEDIATION CONTRACT**

6.1 After the appointment of the mediator(s), the CAMARB's Secretariat will prepare the draft of the Mediation Contract, which will contain:

I - name, occupation, marital status, and domicile of the parties and their attorneys, if any;

II - name, occupation, and domicile of the appointed mediator(s);

III - the matter to be mediated;

IV - the language of the mediation proceeding;

V - the designation of the place, date, and time for mediation sessions;

VI - the confidentiality clause and its extension;

VII - the duration of the mediation;

VIII - the provision that the mediator may not act as an arbitrator or witness in judicial or arbitral proceedings related to the object of the dispute brought for mediation;

IX - the payment terms of the mediator(s) fees and administration fee, as well as the statement of liability for the respective payment and mediation expenses.

X - signature of the parties, the mediator(s) and member of the CAMARB's Secretariat.

6.2 Mediation shall be deemed commenced on the date for which the first mediation session is scheduled, as provided for in Article 17 of Law No. 13,140/15.





6.2.1 By the date of the first mediation session, the Mediation Contract must have been signed by all parties and the mediator(s), as well as the mediator(s) fees must have been deposited, in accordance with these Rules.

6.2.2 After mediation has commenced, subsequent sessions with the attendance of the parties may only be scheduled with their consent, as provided for in Article 18 of Law No. 13,140/15.

6.2.3 While the mediation proceeding is in progress, the statute of limitations will be suspended, as provided for in the sole paragraph of Article 17 of Law No. 13,140/15.

## VII. PROCEEDING

7.1 The steps and rules of the mediation proceeding will be defined by the mediator(s) himself (themselves) and clarified by him (them) at the beginning of the first mediation session.

7.2 The mediation sessions may be held jointly or separately, as the mediator deems appropriate.

7.3 If deemed necessary, the mediator may request the parties to submit in writing, in summary form, within a time limit of up to ten (10) days prior to the date set for the first session, a Mediation Plan, describing, among other items, the objectives of the mediation, analysis of their interests, needs and possible risks of the dispute, as well as any documents they consider important for the correct information of the mediator about the issue in dispute.

7.4 If the parties expressly so declare, the mediator shall consider all information and documents submitted during the mediation as confidential.

7.5 In order to ensure the effectiveness of the proceeding, upon request of the mediator(s), the parties must prove that the persons present at the mediation sessions have the powers to represent them and take the decisions necessary for the effective settlement of the dispute, including by entering into an agreement.

7.6 The mediator may limit the number of people representing each party in order to provide an environment conducive to the proper development of the proceeding.

7.7 The mediation proceeding shall be considered closed: (i) upon agreement between the parties, (ii) in the event of a declaration by either party of lack of interest or failure to reach agreement, or (iii) by decision of the mediator(s), when it is determined that further efforts to reach consensus are not justified.

7.7.1 In the cases provided for in item 7.7, the parties or the mediator(s), as the case may be, shall inform the CAMARB's Secretariat of their decision, without having to declare their reasons.

7.8 Once the mediation proceeding is completed, all documents submitted by the parties or produced during the mediation will be available to the party that submitted them for thirty (30) days. After this period, CAMARB is expressly authorized to destroy all documentation.





7.8.1 The mediator shall destroy all notes and other documents received or produced by him during the mediation.

7.9 The presence of a counsel, representing the party in the mediation, is optional. When present, he must sign the non-disclosure agreement.

7.9.1 If only one of the parties attends with a counsel, the mediator will suspend the proceeding until all are properly assisted.

7.10 If it is not possible to reach a final agreement, the general guidelines regarding the points to be addressed in the preparation of said final agreement shall be drawn up before the end of the mediation session.

7.10.1 The confidentiality of mediation does not apply to this document, which may be used to prove the terms of what has been agreed, either in a state court or in arbitration.

## **VIII. ADMINISTRATION FEE, MEDIATOR'S FEES AND OTHER EXPENSES**

8.1 Expenses incurred in mediation procedures administered by CAMARB shall be determined in accordance with the Table of Expenses in effect at the time of the Request for Mediation and shall include the Administration fee, the Mediator's Fees and the other expenses referred to therein.

8.2 If, during the process of mediation, it is found that the economic value of the dispute, informed by the parties, is lower than the actual economic value ascertained based on the elements produced during the proceeding, the CAMARB's Secretariat or the mediator will make the respective correction, and the parties, if appropriate, shall supplement the amount initially deposited as Administration fee and Mediator's Fees, within fifteen (15) days from receipt of the summons sent to them.

8.3 In case of failure by either party to pay the Administration fee and/or the Mediator's fees, at the time and in the amounts set forth in the Table of Expenses, the other party may pay the respective amount, on behalf of the defaulting party, in order to allow the mediation to take place. If the Administration fee and/or fees are not fully advanced within fifteen (15) days, mediation will be suspended and may be resumed after the said payment is made.

8.4 After thirty (30) days of suspension for failure to pay, the defaulting party shall be notified to pay within ten (10) days, after which the mediation shall be deemed terminated. The amounts related to the Administration fee and the Mediator's Fees paid so far will be refunded to CAMARB and the mediator(s), respectively.

8.5 The expenses incurred for the taking of acts in the mediation proceeding shall be borne by the party requesting the respective measure or by both parties if the measure is at the initiative of the mediator(s) or is provided for in these Rules. The CAMARB's Secretariat may request the parties to pay in advance an amount sufficient to meet the expenses of the mediation, which amount shall be determined according to the specific case, which will be subject to rendering of accounts.





8.6 At the end of the mediation proceeding, CAMARB will be responsible for assessing the amounts paid by the parties in order to verify whether additional payments will be necessary, either as Mediator's fees, or as a supplement to the Administration fee or, as the case may be, refunding of expenses, which must be duly proven by CAMARB or the mediator(s), as appropriate. If, however, there is a balance remaining in favor of the parties, it shall be refunded to them.

## **IX. FINAL PROVISIONS**

9.1 In case an arbitration proceeding is commenced after a mediation has taken place, no one who has participated as a mediator for the same dispute may act as an arbitrator.

9.2 The mediator(s) is (are) prevented from acting as a witness in any lawsuit or arbitration proceedings that may be filed to settle the same dispute.

9.3 The mediation proceeding shall be strictly confidential and CAMARB, the mediator(s), the parties themselves and all other participants are prohibited, without the express consent of all parties, from disclosing any information to which they may have access as a result of their position or participation in the mediation proceeding, except in cases where there is a legal obligation of disclosure.

9.4 The confidentiality of the mediation encompasses all information, documents and data submitted by the parties, the mediator(s) and others involved in the mediation proceeding, from the submission of the Request for Mediation by the interested party until the end of the proceeding, whether or not there has been agreement between the parties, except only: (i) information and documents expressly identified as non-confidential; (ii) documents and information that are publicly known; (iii) documents and information that were already known to all parties involved, and were not protected by an obligation of confidentiality agreed in a separate clause, term or contract.

9.5 Unless otherwise stipulated, the place of mediation shall be the headquarters of CAMARB.

9.6 In case the parties cannot reach an agreement, the mediator(s) shall determine the language(s) of the mediation procedure, considering all relevant circumstances, including the language of the contract, if any.

9.7 The possible commencement of lawsuit or arbitration proceedings will not prevent the mediation procedure from continuing, or its commencement, if it is the interest of the parties.

9.8 The mediator(s) shall be responsible for interpreting and applying these Rules in all matters relating to their competence, duties and prerogatives.

9.9 Omissions will be resolved by the mediator(s) of CAMARB's Board of Directors, if the mediator has not yet been appointed.

9.10 The CAMARB's Board of Directors shall define the Table of Expenses and the List of Mediators.





9.11 The Table of Expenses and the List in force at the time of the Request for Mediation applies.

9.12 These Rules shall enter into force on May 7, 2018 and may only be amended by resolution of the CAMARB's Board of Directors.

