

Arbitration Rules 2010

In force from October 29, 2010 to September 19, 2017

I – INTRODUÇÃO

1.1 CAMARB – BUSINESS ARBITRATION CHAMBER – BRAZIL, hereinafter referred to as CAMARB, has as its objective the administration of arbitration proceedings and other extrajudicial forms of dispute resolution. Its institutional activity does not involve any jurisdictional act, the competence of which is exclusive to the arbitrator(s) appointed under the terms of these Rules.

1.2 The CAMARB Arbitration Rules, abbreviated as “Rules”, will apply whenever the arbitration agreement stipulates the adoption of the arbitration rules of CAMARB or the Minas Gerais Arbitration Chamber, the previous name of CAMARB.

1.3 Unless otherwise provided, the Regulations in force on the date of the Request for Arbitration shall apply.

1.4 For the purposes of these Rules:

(I) the term Arbitral Tribunal shall be used to designate either a sole arbitrator or an arbitration tribunal;

(II) the terms claimant and respondent apply indifferently to one or more claimants or respondents.

II – SUMMONS, STATEMENTS AND DEADLINES

2.1 All procedural documents and other documents submitted by the parties must be delivered to the General Secretariat of CAMARB in a sufficient number of copies to be forwarded to the arbitrators and other parties, and the originals must be filed in the arbitration proceedings.

2.2 The General Secretariat of CAMARB will send to the parties, by means of summons, the communications issued by it, copies of the parties' statements and the decisions handed down by the Arbitral Tribunal.

2.3 The statutory deadlines and those set by the Arbitral Tribunal shall begin on the business day following the date of delivery of the summons sent by the General Secretariat of CAMARB. The deadlines are continuous and shall not be suspended on days when CAMARB is not in session. If the deadline expires on a day when CAMARB is not in session, the deadline shall be extended to the first business day thereafter.

2.4 All summonses shall be considered duly served provided that they have been delivered to the address indicated in the Arbitration Agreement or another address subsequently informed by the respective party. If there is no signature on the Arbitration Agreement, the party shall be considered served upon delivery of the communication from the General Secretariat of CAMARB to the address where the first summons of the party was served.

2.5 The parties, with the consent of the Arbitral Tribunal, may modify the deadlines provided for in these Rules.

III – REQUEST FOR ARBITRATION

3.1 Anyone wishing to settle a dispute relating to property rights available under the administration of CAMARB must communicate their intention to the General Secretariat of this entity, indicating:

(I) name, address and full qualifications of the parties involved and their lawyer, if any;

(II) full copy of the instrument containing the arbitration agreement;

(III) brief summary of the subject matter of the dispute;

(IV) summary of claims;

(V) estimated value of demand.

3.2 When requesting the institution of the arbitration procedure, the claimant must make a non-refundable deposit of the Registration Fee to cover the initial expenses until the execution of the Arbitration Agreement.

3.3 If the requirements of articles 2.1, 3.1 and 3.2 are not met, the General Secretariat will establish a deadline for compliance. If the requirements are not met within the deadline granted, the arbitration will be archived, without prejudice to a new request.

3.4 The CAMARB Secretariat will send to the respondent, at the address provided by the claimant, a copy of the Request for Arbitration and its attachments, as well as a copy of these Rules and the list of names that make up its List of Arbitrators, notifying the respondent to, within 15 (fifteen) days from receipt thereof, express an opinion on the request for the institution of arbitration and any interest in filing a counterclaim.

3.5 If the respondent is not found, the claimant must provide a new address to the CAMARB Secretariat or promote judicial notification of the respondent regarding the arbitration procedure.

3.6 If there is an interest in a counterclaim, the respondent's statement must also contain:

(I) brief summary of the facts that gave rise to the counterclaim;

(II) summary of claims;

(III) estimated value of the counterclaim.

3.7 When a party submits a Request for Arbitration with respect to the legal relationship that is the subject of arbitration proceedings instituted between the same parties or, even when the object or cause of action is common between the claims, it will be up to the Arbitral Tribunal of the arbitration already instituted to decide on any connection between the claims.

3.8 The Board of Directors shall decide, before the Arbitral Tribunal is constituted, on issues related to the existence, validity, effectiveness and scope of the arbitration agreement, as well as on the connection of claims, and the Arbitral Tribunal, once constituted, shall decide on its jurisdiction, confirming or modifying the decision of the Board of Directors.

3.9 If, upon execution of a valid arbitration agreement, one of the parties refuses or refrains from participating in the arbitration, the arbitration shall proceed, without preventing the Arbitral Tribunal from issuing its award, and the absent party shall be notified by post of all acts of the procedure, leaving open the possibility for them to intervene at any time. Should the party change its address without notifying the CAMARB Secretariat, the latter shall suspend the sending of summons until the party informs its new address.

IV – ARBITRATORS

4.1 Both members of the CAMARB List of Arbitrators and others who are not part of it may be appointed as arbitrators, provided that they are capable individuals who are trusted by the parties, and the president of the Arbitral Tribunal must preferably be chosen from among the names on the List of Arbitrators.

4.2 The person(s) appointed to act as arbitrator(s) shall sign a term declaring, under penalty of law, that they are not subject to any impediment or suspicion, and must inform of any circumstance that may give rise to justifiable doubts as to their impartiality or independence, in relation to the parties or the controversy submitted for their consideration, as well as declare in writing that they have the technical competence and availability necessary to conduct the arbitration within the stipulated period.

4.3 Either party may challenge the arbitrator who:

- a) is a party to the dispute;
- b) is intervening in the dispute as an agent, consultant or advisor for either party, mediator, witness or expert;
- c) is a spouse or relative up to the third degree of either party or their attorney;
- d) participates in the management or administrative body of a legal entity that is a party to the dispute or holds a stake in its capital;
- e) is a close friend or enemy of either party or their attorney;
- f) is in any other way interested, directly or indirectly, in the judgment of the case in favor of either party;
- g) does not have independence or impartiality to conduct the arbitration or judge the dispute.

4.4 Should any of the situations referred to in the previous item occur, the arbitrator must immediately inform the CAMARB Secretariat, the parties and the other arbitrators of such fact. The arbitrator may, for one of the reasons referred to in the previous item, refuse to be appointed or resign, even when they have been appointed by consensus of the parties.

V – APPOINTMENT OF ARBITRATORS

5.1 The General Secretariat of CAMARB will request the parties to appoint, within 10 (ten) days, arbitrator(s) to act in the arbitration proceedings.

5.2 When the parties opt to appoint a sole arbitrator, they must be appointed by consensus. If they do not reach consensus within the period set out in item 5.1, the provisions of item 5.10 will apply.

5.3 Unless otherwise agreed, if the parties opt to form an Arbitral Tribunal with 3 (three) members, each party shall be responsible for appointing an arbitrator within the period set forth in item 5.1. Within 10 (ten) days after the referred arbitrators have expressed their availability, non-impediment and independence, they shall jointly appoint the third arbitrator, who shall act as president of the Arbitration Tribunal. If no consensus is reached among the arbitrators appointed by the parties, the appointment of the president arbitrator shall be the responsibility of the CAMARB Board of Directors.

5.4 When the parties have not defined, in the arbitration agreement, the number of arbitrators who will act in the arbitration procedure or do not reach a consensus in this regard, it will be up to the CAMARB Board of Directors to define whether there will be an appointment of a single arbitrator or three arbitrators, considering the nature of the dispute, and the appointment must be made in accordance with these Rules.

5.5 Once the arbitrator(s) have been appointed, the CAMARB General Secretariat will ask them to, within 10 (ten) days, express their opinion in accordance with item 4.2.

5.6 After receipt of the statement of availability, accompanied by the declaration of non-impediment and independence, by the General Secretariat of CAMARB, the parties will be notified and granted a period of 5 (five) days to offer, with justification, any objection to the arbitrators.

5.7 In the event of an objection to the arbitrator(s), the arbitrator(s) will be notified by the General Secretariat of CAMARB to respond within 5 (five) days, after which the parties will be granted access to the case for the same period.

5.8 The CAMARB Board of Directors will be responsible for deciding on the challenge to the arbitrator, suspending the process until the respective decision is issued.

5.9 If any appointed arbitrator dies, is declared disqualified or suspect or becomes unable to perform their duties, the replacement shall be appointed in the manner and within the timeframe applicable to the appointment of the arbitrator to be replaced.

5.10 If either party – having entered into an arbitration agreement that elects the CAMARB Arbitration Rules or after agreeing to the initiation of arbitration – fails to appoint an arbitrator within the time limits set forth in the Rules, the CAMARB Board of Directors will appoint an arbitrator not appointed by one of the parties or a sole arbitrator to resolve the dispute from among the names on its List of Arbitrators.

5.11 When more than one party is a claimant or respondent and the dispute is submitted to three arbitrators, the claimant or multiple claimants shall appoint one arbitrator, while the respondent or multiple respondents shall appoint another arbitrator.

5.12 In the absence of consensus for the appointment of an arbitrator by the multiple claimants or the multiple respondents, within the period set forth in these Rules, the CAMARB Board of

Directors will appoint the three members of the Arbitral Tribunal, indicating who will exercise the presidency.

VI – ARBITRATION AGREEMENT

6.1 After the appointment of the arbitrator(s), the General Secretariat of CAMARB will prepare the draft of the Arbitration Agreement, which will contain:

- a) name, profession, marital status and domicile of the parties and their lawyers, if any;
- b) name, profession and address of the arbitrator(s) appointed by the parties;
- c) the matter that will be the subject of arbitration and a summary of the claims;
- d) place where the arbitral award will be issued;
- e) authorization for the arbitrator(s) to rule on equity, if so agreed by the parties;
- f) the deadline for submitting the arbitral award;
- g) the language in which the arbitration proceedings will be conducted;
- h) the determination of the form of payment of the fees of the arbitrator(s) and the administrative fee, as well as the declaration of responsibility for the respective payment and for the expenses of the arbitration;
- i) the signature of 2 (two) witnesses.

6.2 The parties and the Arbitral Tribunal shall sign the Arbitration Agreement in a hearing specially designated for this purpose, at which time the Administrative Fee and the Arbitral Tribunal fees shall be paid, in accordance with these Rules.

6.3 The arbitration will be considered instituted and the arbitral jurisdiction will begin with the acceptance of the arbitrator(s), upon signing the Arbitration Agreement.

6.4 The effects of the institution of arbitration will be retroactive to the date of the filing of the Arbitration Request with CAMARB.

VII – ATTORNEYS

7.1 The parties may be represented by lawyers with the necessary powers to act on behalf of the represented party in all acts relating to the arbitration proceedings.

7.2 All communications, notifications or summons of procedural acts shall be made to the party or, if there is an attorney appointed by it, exclusively to the latter, by letter, facsimile, telegram, electronic mail or any other form of written communication addressed to the address provided by the party(ies) to the General Secretariat.

VIII – PROCEDURE

8.1 At the hearing for signing the Arbitration Agreement, the Arbitral Tribunal will initially attempt a settlement between the parties.

8.2 If settlement fails, the claimant and the respondent, if they have expressed an interest in filing a counterclaim, will have a common period of 15 (fifteen) days, counting from the date of the Arbitration Agreement, to present their opening statements and indicate the evidence they intend to produce.

8.3 The opening statements shall contain the claims and their specifications. After the presentation of the opening statements, neither party may formulate new claims, amend or modify existing claims or withdraw any of the claims without the consent of the other party(ies) and the Arbitral Tribunal.

8.4 Then, in the case of a counterclaim, the respondent and the claimant will be given a common period of 15 (fifteen) days to present a challenge to the other party's opening statements, at which time they must indicate the evidence they intend to produce.

8.5 Once the time limit for objections has expired, the Arbitral Tribunal will deliberate on the production of evidence. If it considers that no new evidence is necessary, the Arbitral Tribunal will declare the investigation closed and grant the parties a common period of 15 (fifteen) days to present their final arguments.

8.6 If the Arbitral Tribunal considers it necessary, for its conviction, to conduct proceedings outside the seat of the arbitration, the president of the Arbitral Tribunal shall determine the day, time and place for the proceedings to be carried out, informing the parties thereof so that they may attend, if they so wish.

8.7 The Arbitral Tribunal shall be responsible for determining the need for expert evidence for the instruction of the arbitration. In this case, the Arbitral Tribunal shall determine the presentation of questions by the parties, the appointment of an expert, the payment of expert fees, the admission of technical assistants, and the presentation of the expert report and its clarifications.

8.8 In relation to the expert, the provisions of items 4.2, 4.3, 4.4 of these Rules will apply, with the Arbitral Tribunal being responsible for deciding on any challenge to the expert.

8.9 If it deems an evidentiary hearing necessary, the Arbitral Tribunal will designate the day, time and place for it to be held.

8.10 The hearing will be opened by the president of the Arbitral Tribunal, with the presence of the other arbitrators and the secretary of the proceedings.

8.11 Once the hearing has been held, oral evidence will be presented, starting with the expert's explanations, if applicable, followed by the personal testimony of the parties and, immediately after, by the questioning of listed witnesses.

8.12 If any witness refuses to appear at the hearing or refuses to testify without legal reason, the president of the Arbitral Tribunal may, at the request of either party or ex officio, request the judicial authority to take appropriate measures to take the testimony of the absent witness.

8.13 The secretary of the proceedings shall provide, at the request of either party, a copy of the statements taken at the hearing, as well as interpreter or translator services, with the party requesting it being responsible for bearing the respective costs, which must be paid in advance to CAMARB.

8.14 The hearings will be held even if any of the parties, duly summoned, fails to appear.

8.15 The postponement of the hearing will only be granted for a relevant reason, at the discretion of the president of the Arbitral Tribunal, who will immediately designate a new date for the hearing to be held.

8.16 Once the production of evidence has been completed, the parties will have a common period of 15 (fifteen) days to present their final arguments, unless another period is set by the Arbitral Tribunal.

8.17 Any nullity of an act carried out in the arbitration proceedings must be alleged at the first opportunity in which the party is entitled to speak in the proceedings.

IX – URGENT MEASURES

9.1 The Arbitral Tribunal, upon request from either party or when it deems appropriate, may, by means of a duly substantiated decision, determine urgent, injunctive or provisional relief.

9.2 Until the Arbitral Tribunal is installed, the parties may request, injunctive or provisional relief from the competent judicial authority. In this case, the party must immediately notify CAMARB of the request. The Arbitral Tribunal, as soon as it is established, may reassess the party's request, ratifying or modifying, in whole or in part, the measure granted by the judicial authority.

9.3 In the event of non-compliance with any order of the Arbitral Tribunal and there being a need for coercive measures, the interested party or the Arbitral Tribunal shall request its execution from the competent body of the Judiciary.

9.4 The request made by one of the parties to a judicial authority to obtain injunctive or provisional relief, before the Arbitral Tribunal is constituted, shall not be considered a waiver of the arbitration agreement, nor shall it exclude the jurisdiction of the Arbitral Tribunal to reassess it.

X – ARBITRAL AWARD

10.1 The Arbitral Tribunal shall issue a ruling within 60 (sixty) days from the end of the deadline for the parties' final arguments, unless another deadline has been set in the Arbitration Agreement.

10.2 The award and other decisions shall be deliberated in a conference, by majority, with each arbitrator having one vote, including the president of the Arbitral Tribunal. If there is no majority agreement, the vote of the president of the Arbitral Tribunal shall prevail.

10.3 The Arbitral Tribunal may deliberate in any place it deems appropriate, and the award will be handed down at the headquarters of CAMARB, unless the parties have agreed otherwise.

10.4 The award shall be reduced to writing by the Arbitral Tribunal and shall be signed by all the arbitrators, although the signature of the majority shall be sufficient for its effectiveness, should any of them refuse or be unable to sign it.

10.5 The arbitral award shall contain:

- a) the report, with the names of the parties and a summary of the dispute;
- b) the grounds for the decision, in which the questions of fact and law will be analyzed, with express mention, where applicable, that it was made in equity;
- c) the device, in which the arbitrator(s) will resolve all the issues submitted and set the deadline for compliance, if applicable;
- d) the date and place where it was delivered.

10.6 The award will also contain the determination of the costs and expenses of the arbitration, in accordance with the CAMARB Schedule, including the Administrative Fee and Arbitrators' Fees, as well as the responsibility of each party in paying these installments, respecting the limits established in the arbitration convention or in the Arbitration Agreement, as the case may be.

10.7 Once the award has been rendered by the Arbitral Tribunal and forwarded to the General Secretariat of CAMARB within the period provided for in item 10.1, the General Secretariat shall forward to each of the parties, within 5 (five) days, an original copy, with proof of receipt. The General Secretariat shall keep in its files a copy of the full content of the award, together with a copy of the case file, duly authenticated by the president of the Arbitral Tribunal.

10.8 In the event of a material error, omission, obscurity, doubt or contradiction in the arbitral award, the parties shall have a period of five days, counted from the date of receipt of the award, to make requests for clarification.

10.9 The Arbitral Tribunal may issue a partial award before the final arbitration decision.

XI – ADMINISTRATIVE FEES, ARBITRATOR FEES AND OTHER EXPENSES

11.1 The CAMARB Board of Directors will prepare the Schedule of Costs to be applied in the arbitration proceedings it administers.

11.2 Expenses related to mail, photocopies, long-distance calls, equipment rental and location for the hearing, if it does not take place at CAMARB headquarters, as well as expenses for fees and travel of experts, translators and arbitrators are not included in the Administrative fee, and the CAMARB Secretariat may request a security deposit from the parties to cover such expenses.

11.3 The Administrative fee and the arbitrator(s)' fees shall be set in each case by the Board of Directors, immediately after the appointment of the members of the Arbitral Tribunal, in accordance with the parameters set forth in the aforementioned Schedule. However, the Board of Directors may, in exceptional circumstances, propose fees outside the limits set forth in the Schedule of Costs, subject to the acceptance of the arbitrator(s).



11.4 In the event of a counterclaim, a new Administrative fee and new fees for the arbitrator(s) will be due, calculated based on the value of the counterclaim.

11.5 The fees of the presiding arbitrator of the Arbitral Tribunal shall be 15% (fifteen percent) higher than the fees set by the Board for each of the other arbitrators. In the event that the arbitration is conducted by a single arbitrator, the fees set forth in the Schedule shall be increased by 30% (thirty percent).

11.6 When signing the Arbitration Agreement, the claimant(s) shall deposit half of the total Administrative fee and arbitrator fees, while the respondent (s) shall deposit the other half, according to the criteria defined in these Rules, unless the Arbitral Tribunal decides otherwise.

11.7 If there is an agreement between the parties, after signing the Arbitration Agreement and before presenting the opening statements, the arbitrator(s) will receive only 50% (fifty percent) of the total fees, with the remainder being returned to the parties.

11.8 In the event of non-payment by either party of the Administrative fee and/or arbitrator fees within the time and amounts stipulated, the other party may advance the respective amount in order to allow the arbitration to take place, with the settlement of accounts being made at the end of the arbitration proceedings, as decided in the arbitral award. If the Administrative fee and/or fees are not paid in full within 15 (fifteen) days, the arbitration shall be suspended and may be resumed after the aforementioned payment has been made. In the event of a counterclaim, this item shall apply separately to the claims of the claimant(s) and those of the respondent(s).

11.9 If, during the course of the arbitration, it is found that the economic value of the dispute reported by the parties is lower than the real economic value determined based on the elements produced during the procedure, the General Secretariat of CAMARB or the arbitrator(s) will proceed with the respective correction, and the parties must, if applicable, supplement the amount initially deposited as an Administrative fee and arbitrator fees, within 15 (fifteen) days, counting from the receipt of the summons sent to them.

11.10 In the event of non-payment of the aforementioned supplement, the arbitration will be suspended, in accordance with item 11.8.

11.11 The suspension for non-payment may not exceed 90 (ninety) days, after which the arbitration shall be considered concluded for all legal purposes. The amounts relating to the Administrative fee and arbitrator fees paid up to that point shall be reverted to CAMARB and the arbitrators, respectively.

11.12 The expenses incurred for the performance of acts in the arbitration proceeding shall be borne by the party requesting the respective measure or by both parties if the measure is initiated by the Arbitral Tribunal or is provided for in these Rules. The General Secretariat of CAMARB may request from the parties an advance of an amount sufficient to cover the expenses foreseen for the process, in an amount to be stipulated according to the specific case, which amount shall be subject to the rendering of accounts. The final responsibility for the expenses of the arbitration shall be determined in the arbitral award, in accordance with item 10.6 of these Rules.

11.13 No additional amount shall be charged to the parties in the event that the Arbitral Tribunal is requested to correct any material error in the arbitral award, to clarify any obscurity, doubt or

contradiction therein, or to pronounce itself on an omitted point on which it should have expressed itself in the decision.

XII – FINAL PROVISIONS

12.1 The arbitration procedure will be strictly confidential, and CAMARB, the arbitrators and the parties themselves are prohibited from disclosing any information to which they have access as a result of their office or their participation in the process, without the consent of all parties, except in cases where there is a legal obligation to disclose.

12.2 In the absence of the parties determining the place of arbitration in the arbitration clause, this will be the headquarters of CAMARB.

12.3 In the absence of agreement between the parties, the Arbitral Tribunal shall determine the language or languages of the arbitration proceedings, taking into account all relevant circumstances, including the language of the contract.

12.4 The Arbitral Tribunal shall be responsible for interpreting and applying these Rules in all matters relating to its jurisdiction, duties and prerogatives.

12.5 Any dispute between the arbitrators concerning the interpretation or application of these Rules shall be resolved by the president of the Arbitral Tribunal, whose decision in this regard shall be final.

12.6 Any omissions will be governed by Law No. 9.307 of September 23, 1996, and by arbitration treaties and conventions applicable in Brazilian territory. In the absence of a stipulation in such instruments, any omissions will be resolved by deliberation of the constituted Arbitral Tribunal or by the Board of Directors of CAMARB, if it has not yet been constituted.

12.7 These Rules, registered in the Registry of Titles and Documents of Belo Horizonte, Minas Gerais, may only be changed by resolution of the CAMARB Board of Directors.