

Rules of the Dispute Prevention and Resolution Committee

I – INTRODUCTION

1.1 CAMARB – BUSINESS ARBITRATION CHAMBER – BRAZIL, hereinafter referred to as “CAMARB”, has as one of its objectives the promotion and dissemination of extrajudicial forms of dispute prevention and resolution, one of which is the Dispute Prevention and Resolution Committees (Committees or CPRD).

1.2 Within the scope of the Dispute Prevention and Resolution Committees, CAMARB will provide administrative services to the Parties and to the members of the Committee, which include the appointment of its members and the decision on any challenge to the appointment of members.

1.3 CAMARB's actions do not involve any act under the responsibility of the Dispute Prevention and Resolution Committee within the scope of its attributions, and it is the Committee's responsibility to conduct the procedure in accordance with these Rules and as provided for in the Contract.

1.4 The Rules of the CAMARB Dispute Prevention and Resolution Committee, hereinafter referred to as “Rules”, shall apply whenever a Contract for continued or deferred performance stipulates the adoption of CAMARB rules.

1.5 Unless otherwise provided, the Rules in force on the date on which the Dispute Prevention and Resolution Committee commences its activities, corresponding to the date on which all its members and the Parties have signed its Instrument of Incorporation, shall apply.

1.6 For the purposes of these Rules:

- (i) Informal Assistance: means the assistance that the parties may request from the Committees regarding disputes that have not yet been formally submitted to them and may be provided by the Committees, orally or in writing, in meetings with the parties, without binding a future Recommendation or Decision.
- (ii) Dispute Prevention and Resolution Committee (Committee): means the Recommendation Committee, the Decision Committee or the Hybrid Committee, formed by one, three or more members for the prevention and resolution of Disputes submitted to it by the Parties;
- (iii) Contract: means the contract for continued or deferred performance entered into between the Parties that provides for the use of the Dispute Prevention and Resolution Committee;
- (iv) Decision: binding determination issued by the Decision Committee regarding the Dispute submitted to it, which must be immediately complied with by the Parties;
- (v) Dispute: means any controversy, conflict or divergence arising from the Contract that is submitted to the Dispute Prevention and Resolution Committee for its deliberation;

(vi) Party: means the party or parties to the Agreement that provides for the use of the Dispute Prevention and Resolution Committee;

(vii) Recommendation: a non-binding statement issued by the Recommendation Committee regarding the Dispute submitted to it. If it is not contested by the Parties or submitted to arbitration, it will become binding;

(viii) Instrument of Incorporation: means the instrument signed between the Parties and the member or members of the Dispute Prevention and Resolution Committee, to begin the Committee's activities.

II – SUMMONS, STATEMENTS AND DEADLINES

2.1 All statements and documents submitted by the Parties or by the Committee must be sent simultaneously to its members and to the other Parties, as applicable, to the addresses provided by each member and by the Parties in the Instrument of Incorporation.

2.2 The deadlines set out in these Rules and those set by the Committee shall begin on the business day following the date of receipt of the statement sent by the Party or the Committee. The deadlines shall be continuous and shall not be suspended on public holidays or in non-working days. If the deadline expires on a holiday or non-working day, the deadline will be extended to the first following business day.

2.3 The files of the statements must be sent electronically, uploaded to the digital platform offered by CAMARB or by another means provided by the Parties and the Committee, provided that there is proof of their sending and receipt.

2.4 All statements will be considered duly delivered on the date of receipt, in accordance with item 2.3.

2.5 The Parties, with the consent of the Committee, may modify the deadlines provided for in these Rules.

III – ESTABLISHMENT OF THE DISPUTE PREVENTION AND RESOLUTION COMMITTEE

3.1 The Committee must be established within 30 (thirty) days, counting from the signing of the Contract, or within any other period defined by the Parties, upon signing of the Instrument of Incorporation.

3.2 The Committee shall be established in accordance with these Rules, in compliance with the provisions of the Contract, and the Party(ies) interested in establishing a Dispute Prevention and Resolution Committee must submit a formal and written Request to the Secretariat, which must contain: (amended by Administrative Resolution No. 31/24)

i. name and full qualification of the Applicant(s), of their Representative(s), in the case of a legal entity, and of their Patron(s), when represented by lawyer(s);

ii. electronic address and physical address of all those indicated in the previous paragraph, including the address that may appear in the contract or mediation clause that supports the request;

- iii. power of attorney, accompanied by personal documents and/or articles of association, if applicable;
- iv. name and full qualification of the Requested Party and its Representative, in the case of a legal entity;
- v. electronic and physical address of all those indicated in the previous paragraph;
- vi. the identification of the Contract that provides for the establishment of the Committee, with the characterization of its object, which must be the Contract and any amendments attached;
- vii. indication of whether the Committee will be permanent or “ad hoc” in accordance with Chapter X of the Rules;
- viii. indication of the type of Committee to be established under Chapter VI of the Rules, if already provided for in the contract;
- ix. indication of the number of members of the Committee, if already provided for in the contract;
- x. estimated value of the subject of the contract;
- xi. for the purposes of the exercise of the duty of disclosure by the members of the Committee to be appointed, the indication of the existence, in addition to the Parties, of other persons and/or entities related to the conflict and/or interested in it.

3.2.1 All documents submitted by the parties must be delivered to the CAMARB Secretariat in digital format, made available as attachments to the electronic message sent by the party or in an access link indicated by the CAMARB Secretariat. (included by [Administrative Resolution No. 31/24](#))

3.2.2 The request for incorporation must be accompanied by proof of payment of the registration fee, in accordance with the Table of Costs, Expenses and Remuneration of Committee Members, Annex II of these Rules. (included by [Administrative Resolution No. 31/24](#))

3.2.3 If any of the requirements set forth in item 3.2 are not met, the Secretariat will establish a period of 10 (ten) calendar days, counted from the date of granting this period, for compliance. If the requirements are not met within the period granted, the Application will be archived, without prejudice to the possibility of a new application, and there will be no refund of the Registration Fee in this case. (included by [Administrative Resolution No. 31/24](#))

3.3 If the Contract does not provide for the number of members of the Committee, it will be made up of 3 (three) members.

3.4 When the Parties opt to appoint a single member, this member must be appointed by consensus within 30 (thirty) days from the signing of the Agreement, or within any other period defined by the Parties. If they do not reach a consensus within the established period, the

CAMARB Board of Directors will make the appointment, preferably from among the members of its List of Members of the CAMARB Dispute Prevention and Resolution Committee, considering the necessary expertise of the professional in each specific case.

3.5 Unless otherwise agreed, if the Parties choose to form a Committee with 3 (three) members, each Party shall appoint one member within 7 (seven) days from the date of signing the Agreement. Within 7 (seven) days after the presentation of the term mentioned in item 4.2, the appointed members shall jointly appoint the third member, who shall act as chairman.

3.6 If either Party fails to appoint one of the members within the period provided for in the preceding item or in the event that consensus is not reached between the members appointed by the Parties for the appointment of the third member, the appointment will be made by the CAMARB Board of Directors, after payment of the respective service fee provided for in Annex II, in compliance with the provisions of the final part of item 3.4 above.

3.7 Within 7 (seven) days, counting from the respective referral, the professional appointed to compose the Committee must present the term mentioned in item 4.2.

3.8 After receiving the aforementioned term, the Parties will have 7 (seven) days to offer, with justification, any objection to the members.

3.9 In the event of an objection, the formation of the Committee will be suspended and the contested member will be summoned to respond within 5 (five) days, with the other Party being allowed to respond within the same period.

3.10 The CAMARB Board of Directors shall determine the formation of a specific committee to make a final decision on the member's challenge, after payment of the respective fee set forth in Annex II. This committee shall preferably be formed by professionals who are members of the CAMARB Dispute Prevention and Resolution Committee Member List.

3.11 If any appointed member dies, resigns, is declared impeded or suspect or becomes unable to perform their duties, the replacement shall be appointed in the manner and term applicable to the appointment of the replaced member, as provided in articles 3.4 and 3.5. When the Committee is composed of 3 (three) or more members and 1 (one) of them is replaced, the others shall continue to perform their duties, and all acts performed prior to the replacement shall be valid.

3.12 Unless the Parties expressly agree otherwise, the activities of the Committee, including the holding of meetings, hearings and the issuing of Recommendations and Decisions, shall remain suspended and/or be postponed until the replacement of the Committee Member.

3.13 When there are multiple contractors and/or contractors in the Contract, they must seek consensus in the appointment of a member of the Committee. In the event that consensus is unsuccessful in this regard, the CAMARB Board of Directors will appoint all members of the Committee, after payment of the respective fees set forth in Annex II, preferably from among the professionals who are members of the List of Members of the CAMARB Dispute Prevention and Resolution Committee.

3.14 If the Contract establishes a different number of Committee Members than that provided for in these Rules, or in the event of difficulties of any nature in setting up the Committee, it will be

up to the CAMARB Board of Directors, at the request of either Party, after first hearing the other Party, to decide what is necessary for its proper installation.

IV – MEMBERS OF THE DISPUTE PREVENTION AND RESOLUTION COMMITTEE

4.1 Any professionals may be appointed, regardless of whether they are part of the CAMARB Reference Lists, as long as they are capable, impartial, independent, and have availability and technical knowledge about the subject of the Contract.

4.2 The person appointed to act as a member shall sign a declaration confirming that they are capable, impartial, independent, and also that they have the availability and technical knowledge of the subject matter of the Contract and the necessary availability to participate in the Committee within 7 (seven) days from receipt of the communication from the CAMARB Secretariat regarding their appointment. At the same time, they shall be informed of any circumstance that may give rise to justifiable doubts regarding their impartiality or independence in relation to the Parties or the Contract submitted for their consideration.

4.3 Among these circumstances, all causes of impediment and suspicion applicable to judges must be observed, in accordance with art. 144 and 145 of the Code of Civil Procedure, and any facts that indicate a connection, link or interest, even indirect, of the person appointed as a member of the Committee with the Parties, with the Contract and with its object must be revealed.

4.4 Should any event occur after the appointment of the member that gives rise to justified doubts as to their independence, impartiality, technical capacity and availability, the professional must immediately inform the Parties and the other members of the Committee. The member may, on account of this fact, resign, even when they were appointed by consensus of the Parties.

4.5 Within 10 (ten) days, after becoming aware of a supervening fact that raises doubts regarding the independence, impartiality, technical capacity, availability and performance of the member, the Party may file an objection to the appointment of the member, in accordance with the procedure provided for in these Rules.

4.6 If the challenge to the Committee member is accepted by the Commission appointed by the CAMARB Board of Directors, the Decisions and Recommendations issued until then may be validated and/or reviewed by the Committee, which will be formed with the participation of the new member.

4.7 The Committee member may not participate in any arbitration or judicial proceedings relating to the Contract in which they acted, whether as an arbitrator, expert, technical assistant, technical witness, witness, representative, advisor or attorney of the Parties.

V – DUTIES AND RESPONSIBILITIES OF THE DISPUTE PREVENTION AND RESOLUTION COMMITTEE

5.1 The Committee shall have the following duties, unless otherwise agreed by it and the Parties or in the Contract:

- a) request the Parties to send documents that it deems necessary for the smooth running of the Committee's work;
- b) decide, on a final basis, procedural issues, always observing impartiality, neutrality, equality between the Parties and the provisions of these Rules;
- c) define the language(s) to be adopted by the Committee in its statements, considering the language(s) of the Contract and the legislation;
- d) call meetings, technical visits and hearings;
- e) hear the Parties to obtain clarifications, their representatives and witnesses listed;
- f) request the hiring of technical experts, at the expense of the Parties, to assist in resolving the Dispute;
- g) adopt all necessary measures for the smooth running of the Committee.

5.2 Among others, the Committee shall have the following duties:

- a) act in an impartial, independent, neutral and isonomic manner;
- b) if consulted by the Parties, may advise them jointly and informally, including acting in a preventive manner;
- c) encourage amicable settlement between the Parties;
- d) have technical knowledge of the issues on which they will advise, decide or issue recommendations;
- e) keep up to date with the main facts related to the subject of the Contract, based on the study of the documents sent by the Parties;
- f) attend meetings, technical visits and hearings;
- g) be available, within a maximum period of 15 (fifteen) days from the request submitted by the Party, to hold meetings or technical visits that are not programmed in the schedule, besides in exceptional situations that are duly justified;
- h) issue the Recommendation or Decision within the established period;
- i) adopt all necessary measures to protect confidential information and trade secrets, in compliance with relevant legislation;
- j) provide clear, albeit succinct, grounds for the Recommendation or Decision issued.

VI – FORM OF DISPUTE PREVENTION AND RESOLUTION COMMITTEE

6.1 The Committees may be Recommendation, Decision or Hybrid, as defined in the Contract, and the provisions of these Rules shall apply equally to all.

6.2 The Recommendation Committee is empowered to issue non-binding recommendations to the parties to the dispute. The Decision Committee is empowered to issue decisions that are contractually binding on the parties to the dispute from the date of their issuance. The Hybrid Committee may issue both recommendations and decisions on disputes, depending on what was agreed upon by the parties prior to its establishment.

6.3 In the absence of an express choice by the parties, the Committee to be established shall be the Recommendation Committee.

VII – RECOMMENDATION COMMITTEE

7.1 The Recommendation Committee issues Recommendation to the Parties.

7.2 The Party that disagrees with the Recommendation of the Recommendation Committee must, within 15 (fifteen) days from the date of receipt thereof, submit a written objection, to be forwarded to the Recommendation Committee and to the other Party, with the respective grounds, as well as its decision to submit the dispute to Arbitration or the Judiciary, in accordance with the Contract. In this case, the notifying party must initiate the arbitration or judicial proceedings within 30 (thirty) days from the submission of the objection. In this case, compliance with the Recommendation will be suspended.

7.3 If neither Party files an objection or, if it files an objection, does not initiate arbitration or judicial proceedings under item 7.2, the Recommendation shall become binding and compliance shall occur immediately.

7.4 Failure to comply with a binding Recommendation will result in the relevant contractual and legal effects.

7.5 In the event that an objection has been filed to the Recommendation, if the Recommendation Committee fails to issue a Recommendation within the stipulated period, or if the Recommendation Committee is dismissed by joint decision of the parties, the Dispute will be finally decided by Arbitration or by the Judiciary, in accordance with the Contract.

VIII – OF THE DECISION-MAKING COMMITTEE

8.1 The Decision Committee issues Decisions that are binding on the Parties and must be immediately complied with.

8.2 The Decision of the Decision Committee is binding upon receipt by the Parties, regardless of any objections filed.

8.3 The Party that disagrees with the Decision of the Decision Committee must, within 15 (fifteen) days from receipt thereof, file a written objection, to be forwarded to the Decision Committee and to the other Party, with the respective grounds, as well as its decision to submit the dispute to

Arbitration or the Judiciary, as per the Contract. In this case, the notifying party must initiate the arbitration or judicial proceedings within 30 (thirty) days from submission of the objection. If neither Party files an objection or, if they file an objection, do not initiate the arbitration or judicial proceedings, as per item 8.3 or, further, if either Party fails to comply with the Decision, the arbitration or judicial proceedings may be initiated within 30 days from receipt of the Decision, objection, or non-compliance, as per the Contract. Failure to comply with a Decision will result in the relevant contractual and legal effects.

8.4 In the event that an objection to the Decision has been filed, if the Decision Committee fails to issue a Decision within the stipulated period, or if the Decision Committee is dismissed by joint decision of the parties, the Dispute shall be finally decided by arbitration or by the Judiciary, in accordance with the Contract. Until a final decision is made in arbitration or by the Judiciary, the Parties shall continue to be obliged to comply with the Decision of the Decision Committee.

IX – HYBRID COMMITTEE

9.1 The Hybrid Committee may issue both a Recommendation and a Decision on conflicts, observing the following:

9.1.1 a Recommendation or Decision will be issued, as requested by the Party and provided that the other Party does not formally object, within 7 (seven) days of its notification;

9.1.2 If there is disagreement between the parties regarding the issuance of a Recommendation or Decision, the Committee itself will decide on the form of manifestation, considering, at least, the following issues:

- i. whether, because of the urgency of the situation or other relevant considerations, a Decision would facilitate the performance of the Contract or prevent substantial loss or damage to either Party;
- ii. whether a Decision would avoid the termination of the Contract; and
- iii. whether a Decision is necessary to preserve evidence.

9.2 The provisions of Chapters VII and VIII shall apply according to the form in which the Committee expresses its opinion for each dispute, whether it is a Recommendation Committee or a Decision Committee, respectively.

9.3 Any request by a Party for a Decision on a Dispute shall be made in its Request for Dispute Resolution in accordance with Article 13.1. Any request by another Party shall be made in writing within the time limit for filing a Response in accordance with Article 13.4.

X – STANDING OR AD HOC COMMITTEE

10.1 The Committees may be constituted on a permanent or ad hoc basis. In the absence of an express choice by the parties, the Committee shall be permanent.

10.2 The Standing Committee is formed at the time of the conclusion of the Contract or within a period established after its conclusion, remaining active throughout the term of the Contract until

the issuance of a Decision or Recommendation regarding the Dispute submitted during the course of the Contract.

10.3 The Standing Committee shall be dissolved after the resolution of all Disputes submitted to it and the execution of all contractual obligations (except for guarantee periods, confidentiality obligations and other similar obligations).

10.4 The ad hoc Committee is formed only when a formally submitted Dispute occurs, remaining active until the Decision or Recommendation is issued, after the applicable procedures have been exhausted.

10.5 The request for the establishment of an ad hoc Committee must be submitted by either Party to deal with specific disputes. This Committee shall be dissolved after the issuance of its final decision and any response to a request for clarification.

10.6 Unless otherwise agreed by the parties, the Members of the ad hoc Committee will be automatically reappointed to resolve any new dispute related to the same Contract and the same Parties.

XI – OF THE TERM OF CONSTITUTION OF THE DISPUTE PREVENTION AND RESOLUTION COMMITTEE

11.1 The Parties and the members of the Committee shall sign the Instrument of Incorporation, through which it shall be established.

11.2 In any case, the Articles of Association must contain, at least:

- (a) full qualifications, name, profession, marital status, registered office and address of the Parties and members of the Committee;
- b) identification of the Contract that provides for the establishment of the Committee, with the characterization of its object;
- c) the purpose of the Agreement, namely, the provision of services by professionals as members of the CAMARB Committee and Secretariat;
- d) the monthly remuneration of the Committee members (“monthly fees”), equivalent to 2 (two) times the value of the daily fees;
- e) remuneration of Committee members for meetings, technical visits, hearings, travel and travel expenses, extraordinary diligence, or preparation of Decisions, Recommendations or Informal Assistance (“daily fees”)
- f) the language(s) in which the Committee proceedings will be conducted;
- g) exemption from liability of Committee members when performing their duties for any act or omission relating to activities, except in cases of acts of proven bad faith;
- h) the signature of 2 (two) witnesses and the CAMARB Secretariat.

11.3 The Committee's Constitution Agreement may be terminated at any time, by agreement of the Parties, upon payment to its members of an amount equivalent to 3 (three) months of monthly fees, unless otherwise stipulated between the Parties and the Committee members.

11.4 Unless otherwise agreed by the Parties and subject to the provisions of item 10.4 of these Rules, the Committee shall cease its activities upon receipt of notification by the Parties of their joint decision to dismiss it.

11.5 The Committee member may resign from their participation, provided that their resignation is communicated 2 (two) months in advance, unless otherwise agreed with the Parties or in the event of the professional's subsequent impediment.

11.6 The Parties may adopt the attached draft of the Articles of Association (Annex I).

XII. DOCUMENTATION, MEETINGS AND TECHNICAL VISITS

12.1 As soon as the Committee is established, it, together with the Parties, shall define the manner in which the Committee will monitor the execution of the Contract, including the provision of periodic reports, a schedule of meetings to monitor the progress of the work and technical visits, as well as the procedure to be adopted by the Committee. These rules may be modified during the course of the Contract, by consensus between the Parties and the Committee, to meet the progress of its execution. The Committee may, if justified, conduct extraordinary visits to the site of execution, request documents or schedule extraordinary meetings. At the request of the Committee, the CAMARB Secretariat may prepare minutes of the visits to the site of execution and meetings held by the Committee with the Parties.

12.2 The Parties have the duty to keep the Committee informed about the progress of the subject matter of the Contract and the occurrence of potential Disputes, by (i) sending the main contractual documents, monthly progress reports, minutes of monitoring meetings, schedule control reports, relevant correspondence exchanged between them; and (ii) holding joint meetings and technical visits.

12.3 Considering the nature of the work, the Committee, at its discretion, must carry out at least 2 (two) technical visits annually.

12.4 Either Party may request a meeting or technical visit outside the dates provided for in the schedule, with the Committee and the other Party being responsible for holding the meeting or visit within a maximum of 15 (fifteen) days from the respective request, unless otherwise agreed between the Parties and the Committee or if this is impossible due to exceptional circumstances.

12.5 Meetings may be held in a place other than the place where the Contract is executed, provided that there is consensus between the Parties and the Committee. In the event of no consensus, the Committee will define the location of the meeting.

12.6 The Parties and the Committee shall attend meetings and technical visits. If one of the Parties fails to attend, but has been duly and demonstrably notified of the meeting or visit with reasonable advance notice, the Committee may proceed with the meeting or visit. If one of the members of the Committee fails to attend, the Committee may continue with the meeting or visit, provided there is no objection from either Party.

12.7 The Committee must draw up minutes containing the main points discussed and verified at each meeting or technical visit.

XIII – PROCEDURE IN CASE OF DISPUTE

13.1 After the establishment of the Committee, the interested Party may submit any Dispute relating to the Contract for its consideration by means of the Dispute Resolution Request (“Request”), which must be submitted in writing, accompanied by the respective supporting documentation.

13.2 The Application must contain, as a minimum:

- a) identification and qualification of the requesting Party;
- b) report of the facts that gave rise to the Dispute;
- c) documentation supporting the allegations, including the contract and its annexes;
- d) the requests and whether a Recommendation or Decision should be issued, in the case of a Hybrid Committee.

13.3 The Request shall be sent to all members of the Committee and to the opposing Party, and the date of receipt by the Chairman of the Committee shall be considered for the purposes of establishing the commencement of the procedure.

13.4 The requested Party may submit its Response within 30 (thirty) days from receipt of the Request, which must contain, at least:

- a) the identification and qualification of the requested Party;
- b) report of the facts relating to the Dispute presented by the opposing Party;
- c) documentation supporting the allegations or objections;
- d) the requests.

13.5 The Parties may, at any time, negotiate and reach an agreement regarding the Dispute.

13.6 By communicating with all Parties, the Committee may request clarifications from any of them regarding the Request or Response. The Committee may also request additional documentation submitted.

13.7 The Committee may, at its discretion, set a date for hearings, including for clarifications, after receiving the Response from the requested Party or the clarifications provided for in item 13.6 and request additional documents.

XIV – INFORMAL ASSISTANCE

14.1 Parties may jointly request Informal Assistance from the Committee that has not yet been formally submitted to the procedure provided for in Clause XIII.

14.2 Informal Assistance may be provided orally or in writing during technical visits by the Committee or during any meeting between the Parties and the Committee.

14.3 The request for Informal Assistance must be submitted by the Parties at least 7 (seven) days in advance, and the Committee must be informed at the time of the matter and the documents related to the object of the assistance.

14.4 The Informal Assistance provided by the Committee does not bind any future Decision or Recommendation to be issued, and it is understood that, after hearing the parties in a formal request for a Decision or Recommendation, the Committee may decide, with justification, in a different manner from that presented in the Informal Assistance.

XV – THE HEARING

15.1 By mutual agreement with the Parties, the clarification hearing will be scheduled by the Committee within a maximum period of 30 (thirty) days from the submission of the response by the requested Party, unless otherwise agreed between the Parties and the Committee or impossibility due to exceptional circumstances.

15.2 If the Parties fail to reach an agreement, the Committee shall set a date for the hearing.

15.3 In the event of the absence of any member, the Committee may proceed with the hearing, provided that there is no opposition from either Party.

15.4 Failure to appear or refusal by any of the Parties to participate in a previously scheduled hearing or proceeding, provided that it is duly and demonstrably communicated, will not prevent the Committee from continuing the procedure.

15.5 The hearing, the main purpose of which is to provide clarifications to the Committee, will be conducted in a respectful and informal manner, observing the following guidelines:

- (a) the Committee shall consult the Parties on the possibility of reaching an agreement;
- b) if an agreement is not possible, the Committee will detail the procedure to be followed at the hearing;
- c) each Party may present its case, within a maximum time limit set by the Committee, starting with the requesting Party;
- d) hearing of witnesses, starting with those appointed by the requesting Party and then by the requested Party;

(e) the Committee, at its sole discretion, may question the Parties and witnesses and request that the Parties submit additional documents and clarifications on the issues discussed;

f) The Committee may request that Parties provide, in printed or digital form, at its discretion, the presentations used.

15.6 The Committee may issue a Decision or Recommendation at the hearing itself or later, within the time period set out in item 16.1.

15.7 The procedure may be changed by consensus of the Parties and the Committee.

XVI – OF THE DECISION OR RECOMMENDATION

16.1 The Decision or Recommendation shall be issued within 30 (thirty) days from the conclusion of the investigation, in accordance with the schedule established by the Committee, with the option of extending the period by the Committee for a period of 15 (fifteen) days. The aforementioned deadlines may be changed by agreement between the Parties and the Committee.

16.2 The Decision or Recommendation must be reduced to writing, indicating the place and date on which it was issued, and also containing:

- a) the report of the Dispute with a chronology of events;
- b) summary of the reasons given by the requesting Party and the response given by the requested Party;
- c) the technical and contractual basis, supported by the documents presented by the Parties and at the hearing, if one was held;
- d) the conclusion, in which the Committee will resolve the Dispute submitted to it;

16.3 The Decision or Recommendation shall be limited solely to the resolution of the Dispute submitted by the Parties to the Committee. Any Decision or Recommendation extraneous to the Dispute submitted shall be null and void and shall have no effect whatsoever.

16.4 The Decision or Recommendation shall be deliberated in a conference, by majority vote, with each member having one vote, including the Chairman of the Committee. If there is no majority decision in the vote, the vote of the Chairman of the Committee shall prevail.

16.5 Any member of the Committee who dissents may issue a separate Decision or Recommendation. Regardless of whether a dissenting Decision or Recommendation is issued, the Committee's Decision or Recommendation shall have full effect.

16.6 In the event of a material error, omission, obscurity, doubt or contradiction in the Decision or Recommendation, the Parties shall have a period of 10 (ten) days, counted from the date of receipt, to formulate a request for clarification, which shall interrupt the period for any objection.

16.7 Upon receipt of the request for clarification, the Committee shall summon the opposing Party to respond within 10 (ten) days, after which the Committee shall deliberate within 20 (twenty) days.

16.8 The Decision or Recommendation may be admitted as evidence in any judicial or arbitration proceedings between the Parties relating to the Dispute resolved by the Committee.

16.9 Unless otherwise stipulated, the Decision or Recommendation must follow the provisions of the Contract and applicable law. The Committee involving the public administration must always follow the Contract and applicable law.

XVII – COSTS, EXPENSES AND REMUNERATION OF COMMITTEE MEMBERS

17.1 All Costs, Expenses and Remuneration of the members of the Committee shall be borne equally between the Parties, unless otherwise stipulated by the Parties or by law.

17.2 Unless otherwise provided, agreed or provided for in applicable legislation, the Parties shall bear the monthly fees of the Committee members in the proportion of 50% (fifty percent) for each pole.

17.3 The Schedule of Costs (Annex II) sets the amounts due to CAMARB. The CAMARB Board of Directors may update or change said Schedule at any time.

17.4 Expenses related to travel and accommodation for Committee members, as well as expenses related to equipment rental and a location for holding hearings, if these do not take place at the place where the Contract is to be executed, will be borne equally by the Parties, who must pay them in advance, unless otherwise provided.

17.5 The fees of the Committee members shall be set in accordance with the Schedule of Costs (Annex II), unless otherwise agreed by the Parties, and shall be included in the Committee's Constitution Instrument.

17.6 In the event of failure by either Party to pay the Costs, Expenses and Remuneration of the Committee Members, within the time and amounts stipulated in the Instrument of Incorporation, the other Party may advance the respective amount in order to allow the Committee to continue, with the accounts being settled at the end of the procedure.

17.7 The Party that makes the aforementioned payment, without this meaning novation or waiver of its rights, will be reimbursed by the defaulting Party for all amounts paid, with interest on arrears of 1% (one percent) per month and monetary adjustment by the IGP-M.

17.8 In the event of non-payment of Expenses or Fees of Committee Members for more than 60 (sixty) days, the Committee may suspend its activities.

17.9 Suspension for non-payment may not exceed 90 (ninety) days, after which the Committee will be dissolved and the Committee's Constitution Agreement will be considered resolved for all legal purposes, with the exception of the overdue credit of the Committee members.

XVIII – FINAL PROVISIONS

18.1 Failure by either party to comply with any binding Decision or Recommendation issued in accordance with these Rules by the Recommendation Committee, the Decision Committee or the Hybrid Committee shall not constitute a new Dispute that must be resubmitted to the Committee.

18.2 Unless otherwise provided, the Committee procedure shall be confidential, and CAMARB, the members of the Committee and the Parties themselves shall be prohibited from disclosing any information to which they have access as a result of their office or their participation in the procedure, without the consent of all Parties, except in cases where there is a legal obligation to disclose.

18.3 The interpretation and application of these Rules shall be the responsibility of the Committee. Prior to the establishment of the Committee, such responsibility shall be the responsibility of the CAMARB Board of Directors.

18.4 Any dispute between the members of the Committee concerning the interpretation or application of these Rules shall be resolved by a majority, or, if a majority decision is not possible, by the Chairman of the Committee, whose decision in this regard shall be final.

18.5 The provisions on the procedure agreed upon by the Parties have restricted application and do not affect the rules on the organization and administration of the Dispute Prevention and Resolution Committees by CAMARB.

18.6 These Rules revoke the previous one and come into force upon their publication, applying to the Dispute Prevention and Resolution procedures initiated before CAMARB, and may only be changed by resolution of the CAMARB Board of Directors.