ARBITRATION RULES OF THE ARBITRATION CHAMBER OF MINAS GERAIS - 1999

I – INTRODUCTION

1.1 The ARBITRATION CHAMBER OF MINAS GERAIS, hereinafter referred to as CHAMBER, is an institutional body for extrajudicial dispute resolution, linked to the Federation of Industries of the State of Minas Gerais - FIEMG, with the co-sponsorship of the International Chamber of Commerce of Brazil - CAMINT.

1.2 The Arbitration Rules of the CHAMBER, hereinafter referred to as "Arbitration Rules", shall apply whenever the arbitration clause stipulates the adoption of the arbitration rules of the CHAMBER or the International Chamber of Commerce of Brazil, or when adopted by agreement between the parties.

1.3 Cases not covered by the Arbitration Rules shall be governed by Law No. 9,307, of September 23, 1996, and by treaties and conventions on arbitration that are applied in Brazilian territory.

II – INSTITUTION OF ARBITRATION

2.1 Anyone wishing to settle a dispute relating to available property rights in accordance with the rules of the Arbitration Rules must communicate their intention to the CHAMBER's Secretariat, indicating, from the outset, the object of the dispute and its estimated value, the name, address and full qualification of the other party(ies), attaching a copy of all relevant documents to the dispute.

2.2 The CHAMBER's Secretariat shall send the respondent(s) a copy of the communication and its attachments, as well as a copy of these Rules and a list of the names that make up its List of Arbitrators, inviting them to express their agreement with the institution of arbitration within 15 (fifteen) days of receipt.

2.3 If the respondent(s) agree to institute arbitration, they must appoint principal arbitrator(s) and respective alternate(s) to serve in the respective procedure. When the parties appoint arbitrators in even numbers, the president of the CHAMBER's Board of Directors shall appoint, from among the names on the Chamber's List of Arbitrators, one more principal arbitrator and respective alternate to join the arbitral tribunal.

2.4 Within 10 (ten) days of the respondent(s)' expression of agreement to institute arbitration, the CHAMBER's Secretariat shall draw up the arbitration agreement, which shall contain:

a) the name, profession, marital status and address of the parties;

b) the name, profession and address of the arbitrator(s) appointed by the parties, as well as their alternate(s);

c) the matter that will be the object of the arbitration;

d) the place or places where the arbitration will take place, and the place where the arbitral award will be rendered;

e) authorization for the arbitrator(s) to judge by equity, outside the rules of law, if so agreed by the parties;

f) the deadline for submitting the arbitral award;

g) the fixing of the arbitrator(s)' fees, and the declaration of responsibility for the respective payment and for the expenses of the arbitration;

h) the signature of 2 (two) witnesses.

2.5 The parties and the arbitrator(s) must sign the arbitration agreement within 5 (five) days of being summoned to do so by the CHAMBER's Secretariat.

2.6 If any of the parties, having entered into an arbitration clause, or, after agreeing to the institution of arbitration, fails to appoint its arbitrator and the respective alternate, or refuses to sign the arbitration agreement, within the deadlines stipulated above, the president of the CHAMBER's Board of Directors shall appoint, from among the names on the CHAMBER's List of Arbitrators, a sole arbitrator to resolve the dispute. The CHAMBER's Secretariat shall draw up the arbitration agreement, observing the terms of the arbitration clause, if any, and the party interested in instituting the arbitration shall request, in accordance with the law, that the other party(ies) be summoned to appear in court to sign the agreement.

III – ARBITRATORS

3.1 Both members of the CHAMBER's List of Arbitrators and others who are not part of it may be appointed as arbitrators, provided that they are not prevented from doing so under the terms of the law and the subsequent rules.

3.2 The arbitrator(s) appointed for the arbitration procedure shall sign the agreement together with the parties, and shall be bound by it for all legal purposes.

3.3 The following may not act as arbitrator, in case they:

a) are a party to the dispute;

b) have intervened in the dispute as an agent of any of the parties, mediator, witness or expert;

c) are the spouse or relative up to the third degree of any of the parties or their attorney;

d) participate in a management or administrative body of a legal entity that is a party to the dispute, or participate in its capital;

e) are close friends or enemies of any of the parties, or their attorney;

f) are in any other way interested, directly or indirectly, in the decision of the case in favor of any of the parties.

3.4 If any of the hypotheses referred to in the previous item occur, it is up to the arbitrator to immediately declare their impediment and refuse their appointment, or submit their resignation,

even when they have been appointed by consensus of the parties, being personally responsible for the damages they may cause as a result of non-compliance with this duty.

3.5 If not designated in the agreement itself, the president of the arbitral tribunal shall be chosen by consensus or, if necessary, by the majority of the arbitrators appointed by the parties, at the first session of the arbitral tribunal. If neither consensus nor a majority is reached, the president of the CHAMBER's Board of Directors shall designate the president of the arbitral tribunal.

IV – ATTORNEYS

4.1 The parties may be represented by attorneys who are legally qualified lawyers to practice the profession, with sufficient powers to act on behalf of the represented party in all acts relating to the arbitration procedure.

4.2 Unless expressly provided otherwise in the Rules, all communications, notifications or summonses of procedural acts shall be made to the party or the attorney appointed by it, personally or by registered letter with acknowledgment of receipt.

V – PROCEDURE

5.1 Once the arbitration has been instituted, the president of the arbitral tribunal shall appoint a secretary, who shall draw up the minutes of the beginning of the procedure, which shall contain all the procedural issues that the arbitrator(s) deem relevant for the proper conduct of the process.

5.2 The arbitral tribunal shall initially promote an attempt at settlement between the parties. If settlement fails, the arbitral tribunal shall give the parties a period of 15 (fifteen) days to submit their written statements, containing a list of the evidence they intend to produce.

5.3 Within 5 (five) days of receiving the parties' statements, the president of the arbitral tribunal shall designate the time and place of the evidentiary hearing, which must take place within a period not exceeding 30 (thirty) days from its designation, in which each of the parties shall conclude the production of its evidence and comment on the statements of the other party(ies).

5.4 The parties may, until the date of the hearing, present all the evidence they deem useful for the instruction of the process and the clarification of the arbitrators, and it is up to the arbitral tribunal to decide on the acceptability of the evidence presented.

5.5 The evidence shall be presented to the arbitral tribunal, which shall inform the other party(ies) of it, so that they may comment within 5 (five) days, extendable for an equal period, at the discretion of the arbitral tribunal.

5.6 If any of the arbitrators considers it necessary, for their conviction, to carry out a diligence outside the seat of the arbitration, the president of the arbitral tribunal shall determine the day, time and place of the diligence, informing the parties so that they can accompany it, if they so wish.

5.7 Expert evidence shall be admitted when, at the discretion of the arbitral tribunal, it is necessary to ascertain a matter of fact that cannot be elucidated in any other way. Expert evidence may be requested by the party that desires it, or determined by the arbitral tribunal, and must be carried

out until the date of the hearing, by a single expert, appointed by the tribunal among people of recognized knowledge in the matter object of the controversy. Granting the request for the expert examination, the arbitral tribunal will present the questions that it considers necessary, allowing the parties to present questions in the common term of 5 (five) days.

5.8 The hearing shall be installed by the president of the arbitral tribunal, with the presence of the other arbitrators and the secretary, on the day, time and place designated.

5.9 Once the hearing has been installed, the president of the arbitral tribunal shall invite the parties and/or their attorneys to produce the statements and evidence, with the claimant party speaking first, followed by the respondent(s).

5.10 The evidence to be produced at the hearing shall be carried out immediately after the statements, starting with the clarifications of the expert, followed by the personal testimony of the parties and, after that, the examination of listed witnesses.

5.11 If any witness refuses to appear at the hearing, or excuses themselves from testifying without legal reason, the president of the arbitral tribunal may, at the request of any of the parties or ex officio, request the judicial authority to take appropriate measures to take the testimony of the defaulting witness.

5.12 The secretary shall provide, at the request of any of the parties, a copy of the depositions taken at the hearing, as well as the service of sworn interpreters or translators, and the party requesting it shall previously collect from the Chamber's Secretariat the estimated amount of its cost.

5.13 The hearing shall take place even if any of the parties, duly notified, does not appear at it, and the award may not, however, be based on the absence of the party to decide.

5.14 The adjournment of the hearing shall only be granted for a relevant reason, at the discretion of the president of the arbitral tribunal, who shall immediately designate a new date for it to take place.

5.15 Once the instruction has been closed, the arbitral tribunal shall grant the parties a common period of 10 (ten) days to offer their final statements.

5.16 The arbitral tribunal shall render an award within 60 (sixty) days, counted from the end of the deadline for the parties' final statements, unless another deadline has been set in the agreement.

5.17 The arbitral award shall be deliberated in conference, by majority, with one vote for each arbitrator, including the president of the arbitral tribunal. The arbitrator who disagrees with the majority must justify the dissenting vote, which will be transcribed in the award.

5.18 The award shall be reduced to writing by the president of the arbitral tribunal and shall be signed by all the arbitrators, but the signature of the majority shall be sufficient for its effectiveness if any of them, demonstrably, refuses or cannot sign it.

5.19 The arbitral award shall contain:

a) the report, with the name of the parties, and a summary of the dispute;

b) the grounds for the decision, where the questions of fact and law will be analyzed, with express mention, when applicable, of having been rendered by equity;
c) the operative part, in which the arbitrator(s) will resolve all the questions submitted and set the deadline for compliance, if applicable;

d) the date and place in which it was rendered.

5.20 The award shall also contain the fixing of the costs and expenses of the arbitration, in accordance with the CHAMBER's Schedule of Costs, as well as the responsibility of each party in the payment of these installments, respecting the limits of the agreement.

5.21 The award shall be disclosed to the parties by the president of the arbitral tribunal, until the last day of the deadline set for its pronouncement, and each of them must receive an original copy. The CHAMBER's Secretariat shall keep in its archives a copy of the award, duly authenticated by the president of the arbitral tribunal.

5.22 The parties are obliged to comply with the arbitral award in the form and within the deadline stated therein, and no appeal is allowed, except for the actions and defenses expressly provided for in the Brazilian arbitration law.

VI – ADMINISTRATIVE FEE, ARBITRATOR'S FEES AND OTHER EXPENSES

6.1 The CHAMBER's Board of Directors shall draw up the Schedule of Costs, to be applied in the arbitral procedures administered by the CHAMBER, which may be periodically reviewed by the same Board of Directors.

6.2 The Administrative Fee shall be charged by the CHAMBER based on the economic value of the dispute, and shall be intended to cover the CHAMBER's operating expenses.

6.3 The fees of the arbitrator(s) shall be fixed in each case by the Board of Directors, within the minimum and maximum limits established in the aforementioned Schedule, with due consideration to the economic value of the dispute, the complexity of its object, the time to be spent by the arbitrator(s) and other relevant circumstances of the case.

6.4 When requesting the institution of the arbitral procedure under the auspices of the CHAMBER, the interested party must deposit the amount fixed by the General Secretary to cover the initial expenses until the celebration of the arbitral agreement, which amount will not be subject to reimbursement.

6.5 At the act of celebration of the arbitral agreement, each of the parties shall deposit 50% (fifty percent) of the amount corresponding to the Administrative Fee and the fees of the arbitrator(s), according to the criteria defined in these Rules.

6.6 In the event of non-payment, by any of the parties, of the Administrative Fee and/or the fees of the arbitrator(s), in the time and amounts stipulated, the other party may advance the respective amount in order to allow the arbitration to take place, proceeding to the settlement of accounts at the end of the arbitral procedure.

6.7 The expenses incurred for the arbitration to take place shall be borne by the party that requests the respective measure, or by both parties if the measure is of the initiative of the arbitrator or the arbitral tribunal.

6.8 The losing party in the arbitration shall be responsible for the payment of the Administrative Fee, the fees of the arbitrator(s) and the other expenses incurred in the arbitral procedure, unless the parties have agreed in the agreement that they will be jointly responsible for the payment of the referred burdens.

6.9 No additional amount will be charged from the parties in the event that the arbitrator(s) or the arbitral tribunal is(are) requested to correct any material error in the arbitral award, to clarify any obscurity, doubt or contradiction in it or, still, to pronounce on an omitted point regarding which the decision should manifest itself.

VII – FINAL PROVISIONS

7.1 It shall be up to the arbitrator(s) to interpret and apply these Rules in everything that concerns their competence, their duties and their prerogatives.

7.2 Any controversy 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.

7.3 The arbitral procedure shall be strictly confidential, and the members of the CHAMBER, 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 the parties and the president of the CHAMBER.

7.4 These Rules shall be registered in the Registry Office of Deeds and Documents of Belo Horizonte, Minas Gerais, and may only be altered by resolution of the Board of Directors of the Federation of Industries of the State of Minas Gerais - FIEMG, under proposal of the CHAMBER's Board of Directors.