

**EXPEDITED ARBITRATION RULES**

September 12, 2019 Version

I INTRODUCTION

1.1 CAMARB - BUSINESS MEDIATION AND ARBITRATION CHAMBER – BRAZIL, hereby states the rules that apply to the expedited arbitration procedure.

1.2 CAMARB Expedited Arbitration Rules, shortly referred to as “Rules”, apply whenever:

- (a) under CAMARB Arbitration Rules, an expedited procedure shall apply;
- (b) the parties have agreed to apply CAMARB Expedited Arbitration Rules or have otherwise decided that the dispute shall be governed by CAMARB pursuant to its expedited arbitration procedure.

1.3 Expert evidence shall not be conducted in the expedited arbitration procedure governed by these Rules; however, at the arbitrator’s discretion technical evidence shall be permitted by the testimony of a technical witness or the presentation of reports or technical opinions by both parties. If expert evidence is required, the CAMARB Arbitration Rules shall apply.

1.4 Unless otherwise specified, the Expedited Arbitration Rules shall apply to arbitrations based either on a contract containing an Arbitration Clause or on an arbitration agreement that has been concluded after these Rules have entered into force.

1.5 For purposes of these Rules:

- (a) the term arbitrator shall be used indistinctly to designate either a sole arbitrator or a panel of arbitrators;
- (b) the terms claimant and respondent apply indistinctly to one or more claimants or respondents.

II NOTICES, STATEMENTS AND TIME LIMITS

2.1 Unless otherwise agreed between the parties or as otherwise determined by the arbitrator, all the briefs and documents filed with the case proceedings by either party shall be (i) delivered to CAMARB Secretariat, at any of its offices, as a hard copy document for them to be filed with the case records, and also as an electronic file; (ii) sent by email to the arbitrator, if already appointed; and (iii) sent by email to the other party, unless the same time limit applies to both parties. If the submission has been made to meet the same time limit, the CAMARB Secretariat will transmit it to the other party after the time limit has elapsed.

2.2 All correspondence sent by the CAMARB Secretariat, including summons, communications, notifications, copies of the parties’ statements and arbitrator’s decisions shall be sent by electronic means only, unless otherwise agreed.





2.3 The correspondence sent by the CAMARB Secretariat, the briefs and other documents shall be considered delivered on the date the recipient acknowledges receipt thereof, or, failing that, on the next business day following dispatch thereof.

2.4 The time limits stipulated either in the Rules or by the arbitrator shall start running on the business day following the date of delivery of the correspondence sent by the CAMARB Secretariat or of the brief and other documents delivered by the party. Time limits run uninterruptedly and are not suspended during CAMARB's non-business days. If the time limit ends on a holiday at the place of the arbitration or on a non-business day at CAMARB, then the time limit shall be extended until the subsequent business day.

2.5 The parties, upon approval of the arbitrator, may change the time limits set out in these Rules, provided that the entire time of the proceeding, from the execution of the Terms of Commencement to the entry of the arbitral award does not exceed twelve (12) months. If the change to the time limits intended by the parties causes the entire term to exceed twelve (12) months, the CAMARB Arbitration Rules shall apply, including the respective supplementary fee(s) and other charges, which must be paid in full.

2.6 Prior to the conclusion of the Terms of Commencement, the parties shall be subject to the time limits laid down in these Rules. In the absence thereof, a 5-day time limit shall apply.

2.7 Following conclusion of the Terms of Commencement, the time limits shall be those therein stated or, in the absence thereof, those determined by the arbitrator. If no time limit has been stipulated by the arbitrator, the time limits set out in the Rules shall apply or, in absence thereof, a five-day time shall apply. The Arbitral Tribunal may extend or change time limits previously stipulated.

III ARBITRATOR

3.1 The arbitration shall be heard by a sole arbitrator, unless otherwise agreed between the parties. The arbitrator may be appointed either from the CAMARB List of Arbitrators or other than from said list, provided they are capable persons and trusted by the parties.

3.2 CAMARB Secretariat shall request that within five (5) days the parties appoint arbitrator(s) to act in the arbitration proceeding.

3.3 The sole arbitrator shall be nominated by mutual consensus. Failing that, the CAMARB Management Board shall send a list with five (5) names for the parties to comply with item 3.8.

3.4 Unless otherwise agreed, should the parties opt for constituting a 3-member arbitral tribunal, each party shall appoint one arbitrator within the time limits set out in item 3.2. Following the nominated arbitrators' statement of availability, non-impediment, independence and impartiality, and in the absence of challenge, these shall be notified to, within five (5) days, jointly nominate the third arbitrator, who shall preside over the arbitral tribunal. If consensus is not reached between the arbitrators appointed by the parties, the appointment of the presiding arbitrator shall observe the terms of item 3.8.





3.5 If either party fails to appoint an arbitrator within the time limits provided for in these Rules, the CAMARB Management Board shall designate the arbitrator not appointed by one of the parties or the sole arbitrator, as the case may be, from among the names on its list of arbitrators.

3.6 Unless otherwise agreed, when more than one party is a claimant or a respondent and the dispute is referred to three arbitrators, the claimant or the multiple claimants shall appoint one arbitrator, while the respondent or the multiple respondents shall appoint another arbitrator.

3.7 If none of the multiple claimants or none of the multiple respondents make a statement thereon, the appointment shall be made by the CAMARB Management Board from among the names of the institution's list of arbitrators. If only one of the multiple claimants or one of the multiple respondents presents a statement thereon, the arbitrator so appointed shall prevail. If there is disagreement among the multiple claimants or among the multiple respondents, the CAMARB Management Board will appoint the three members of the arbitral tribunal (from the names on its list of arbitrators), as per item 3.8, indicating who will chair the tribunal.

3.8 In the abovementioned cases where the CAMARB Management Board is in charge of appointing the sole arbitrator, the presiding arbitrator or the three members of the arbitral tribunal, one shall observe as follows:

- (a) the CAMARB Management Board, considering the subject matter of the arbitration, shall send a list with the name of five (5) professionals, for appointment of a sole arbitrator or presiding arbitrator, and a list with the name of ten (10) professionals, for appointment of three members of the arbitral tribunal;
- (b) each Party shall, separately, within a common time limit of five (5) days, present a statement observing the following: (i) each Party may remove from the list up to two (2) professionals to which such Party may object, without need to justification; (ii) the names of the remaining professionals must be presented in order of preference for nomination of a sole arbitrator (e.g., one for first preference name, two for second preference name and so on);
- (c) upon receipt of the lists of the parties' preference orders, each professional will have his or her score added. If there are multiple claimants or multiple respondents, then prior to the sum, the average obtained between the multiple claimants or the multiple respondents will be calculated, as the case may be;
- (d) in the case of a sole arbitrator or presiding arbitrator, the nominated professional who obtains the lowest score from the sum of the preference orders shall be appointed;
- (e) in the event of nomination of three members of the arbitral tribunal, the three nominated professionals who obtain the lowest scores from the sum of the orders of preference shall be appointed, and the one with the lowest score shall be the president of the arbitral tribunal;
- (f) the CAMARB Secretariat shall notify the professional(s) nominated under item 3.9;
- (g) If there is any impediment of any professional, the Secretariat shall summon the professional with the lowest score among the remaining names on the list.

3.9 Once the arbitrator has been nominated, the CAMARB Secretariat shall request him or her to, within five (5) days, make a statement on his or her availability, non-impediment (non-recusal), independence and impartiality.

3.10 The person appointed to act as arbitrator shall sign a statement declaring, under the law, that he or she is not acting under impediment or suspicion (i.e., recusal), and shall inform any circumstance that may give rise to justifiable doubt as to his or her impartiality or independence,





in relation to the parties or the dispute submitted for his or her consideration, as well as declare in writing that he or she has the necessary availability to conduct the arbitration efficiently.

3.11 The arbitrator shall promptly report any supervening event which, in the course of the proceedings, may give rise to justifiable doubt as to his or her impartiality, independence, technical competence or availability, or which may in any way preclude or suspect the adjudication of the dispute.

3.12 If any appointed arbitrator dies, is declared impeded (is recused) or suspect or becomes unable to perform his or her duties, the substitute arbitrator shall be appointed in the manner and timeframe applicable to the appointment of the arbitrator to be replaced.

3.13 Either party may, within 5 (five) days from the receipt of the statement of availability, independence and impartiality or the information mentioned in item 3.10, challenge the appointment of any arbitrator who does not meet the requirements of the arbitration agreement or the applicable legislation, or who is subject to any of disqualification or impediment (recusal) events set forth in the arbitration legislation, or who is not available to act in the arbitration proceeding.

3.14 In the event of a challenge, the arbitrator shall be notified by the CAMARB Secretariat to make a statement thereon within five (5) days, which shall be submitted to the other party to speak thereon within the same time limit.

3.15 The challenge shall be decided by the CAMARB Management Board, within seven (7) days.

IV TERMS OF COMMENCEMENT

4.1 Following appointment of the arbitrator(s), the Secretariat of the CAMARB and the arbitrator shall prepare, within five (5) days, the draft of the Terms of Commencement, which shall include:

- (a) The name, occupation, marital status, physical and electronic address of the parties and their attorneys, if any;
- (b) The name, occupation, and physical and electronic address of the arbitrator(s);
- (c) The subject-matter of the arbitration and a summary of the claims;
- (d) The venue where the arbitral award shall be rendered;
- (e) The authorization for the arbitrator(s) to adjudicate *ex aequo et bono*, if so agreed between the parties;
- (f) The time limit for the arbitral award to be rendered;
- (g) The language of the arbitral proceeding;
- (h) The schedule for the proceeding, including the hearing for production of evidence and the time limit for the award to be rendered, with the goal of concluding the proceeding within six months from the signature of the Terms of Commencement, subject to the limit of item 2.5;
- (i) The payment terms of the arbitrators' fees and administration fee, as well as the statement of liability for the respective payment and arbitration expenses.

4.2 The draft of the Terms of Commencement shall be sent to the parties for commentaries within the common time limit of five (5) days. Commentaries sent by the parties shall be examined by the arbitrator, who may grant them or not, and who shall prepare the final version of the Terms of Commencement within five (5) days.





4.3 The Terms of Commencement shall be signed by the CAMARB Secretariat and by the arbitrator and sent to the parties. The Arbitration shall be deemed instituted and the arbitral jurisdiction shall commence when the appointment is accepted by the arbitrator, for a sole arbitrator, or by the last of the three arbitrators, in the case of a panel of arbitrators under item 3.4. The acceptance by the arbitrator shall be made exclusively upon the setting of his signature on the Terms of Commencement.

4.4 The effects of the commencement of the arbitration shall retroact to the date the Request for Arbitration was filed with CAMARB, for the purposes of § 2º of Art. 19 of Brazilian Law no. 9307, of September 23, 1996, as amended by Law no. 13129, of May 26, 2015.

V COUNSELS

5.1 The parties may be represented by counsels holding powers to act on their behalf in all acts related to the arbitration proceeding, and CAMARB recommends representation by an attorney.

5.2 All correspondences, including summons, communications, notices, copies of statements of the parties and decisions of the arbitrator shall be sent only to the parties' counsels. In the event a counsel has not been retained, communications shall be sent directly to the party. In any event, communications shall be made pursuant to items 2.1 to 2.3.

VI THE PROCEEDING

6.1 Upon signature of the Terms of Commencement, the arbitrator shall endeavor, as determined by him or her, to reconcile the parties.

6.2 The opening statements, challenges thereto and other statements made by the parties shall be presented within the relevant time limits so defined in the Terms of Commencement, and in the absence thereof, within the time limits established by the arbitrator. If not otherwise provided by the arbitrator, the following shall apply:

- (a) the claimant and the respondent, should the respondent have stated the intention to present a counterclaim, shall, within ten (10) days from the date of signature of the Terms of Commencement, file their claims and state the evidence they intend to produce;
- (b) the respondent and, in the event of a counterclaim, the claimant, shall have ten (10) days to oppose the opening statements of the other party;
- (c) the claimant and the respondent, in the event of a counterclaim, shall have five (5) days to present a reply to the challenge presented by the other party;
- (d) the respondent and the claimant, in the event of a counterclaim, shall have five (5) days to present a reply in rebuttal to the other party's reply, and within the same time limit present the specification of the evidence to be produced;
- (e) the hearing for production of evidence, if any, shall be held within no more than thirty (30) days from presentation of the reply in rebuttal.

6.3 The opening statements shall include the claims and their specifications. After presentation of the opening statements, neither party shall be allowed to file new claims, amend, or modify existing claims, nor waive any of the claims without the consent of both the other party(ies) and the arbitrator.





6.4 Upon expiration of the time limit for the reply in rebuttal, the arbitrator shall decide on the production of evidence. If the arbitrator considers that expert examination is necessary, the proceeding shall then be governed by CAMARB Arbitration Rules, in that all the procedural acts performed until then shall remain valid. In such case, the parties shall be notified to supplement the amount initially deposit as administration fee and arbitrator's fees, pursuant to items 11.10 and 11.11 of CAMARB Arbitration Rules.

6.5 8.6 In the event the arbitrator finds that a hearing for the production of evidence is necessary, he or she shall provide how the works shall be organized and conducted. Each party may nominate a maximum of three witnesses, regardless of whether they are factual or technical.

6.6 If any witness fails to attend the hearing or refuses to testify without legal reason, the arbitrator, at the request of either party or on his or her own initiative, may request the appropriate judicial action to take the testimony from the absent witness. The absence of a party duly summoned does not prevent the holding of the hearing.

6.7 The CAMARB Secretariat shall provide transcription of the hearing, as well as interpreter or translator services, which costs shall be advanced by the parties.

6.8 Upon determination, by the arbitrator, that the production of evidence in the proceeding is concluded, the parties shall have seven (7) days to submit their closing arguments, which may not contain any attached documents.

6.9 Any nullity concerning any act performed in the arbitration proceeding shall be claimed at the first opportunity the party may speak.

6.10 In the event any order from the arbitrator is not complied with and if a coercive remedy is required, the interested party or the arbitrator shall request its enforcement to the court of competent jurisdiction of the Judiciary, and may suspend the arbitral proceeding if he or she deems fit.

VII EVIDENCE AND URGENT RELIEF

7.1 The arbitrator, upon request of either party or when he or she deems appropriate, may, by duly grounded decision, grant evidence or urgent relief, provisional remedy or interim relief.

7.2 Before the acceptance of the arbitrator as per item 4.3 is duly formalized, the parties may request urgent relief, provisional remedy or interim relief to the relevant court of competent jurisdiction. The arbitrator, as soon as formalized his or her acceptance, may review the request of the party, and shall affirm, reverse or revoke, in whole or in part, the remedy granted by the court authority.

7.3 The request made by either party to a court of competent jurisdiction for urgent relief, provisional remedy or interim relief, before the acceptance of the arbitrator is formalized, shall not be considered a waiver of the arbitration agreement, nor shall it exclude the jurisdiction of the arbitrator to review it nor suspend its commencement or processing.

VIII THE ARBITRAL AWARD





8.1 The arbitrator shall render the award within thirty (30) days from the end of the time limit for the parties' closing arguments, and such period may be extended by up to fifteen (15) days by the arbitrator.

8.2 The arbitrator may deliberate anywhere he or she deems appropriate, and the award shall be rendered at the place of the arbitration, unless otherwise stated by the parties.

8.3 The arbitration award shall include:

- (a) the report, the parties' names and a summary of the dispute;
- (b) the grounds for the decision, on which the issues of fact and of law are analyzed, with express reference, where appropriate, that it was rendered on an *ex aequo et bono* basis;
- (c) the order imposed by the award, where the arbitrator shall decide all the issues submitted and shall set a time for performance, as the case might be;
- (d) the date and place of the issuance.

8.4 The award shall also set forth the costs and expenses of the arbitration in accordance with the terms of Chapter XI of CAMARB Arbitration Rules, as well as the liability of each party to make these payments, on the basis of, among other criteria it deems relevant, the behavior of the parties for the effective conduct of the proceeding, within the limits set in the arbitration agreement.

8.5 Once the award is rendered by the arbitrator and sent to the CAMARB Secretariat within the time limit set forth in item 8.1, the Secretariat shall send to each party an original counterpart with acknowledgment of receipt. The Secretariat shall keep in its archives a copy of the full content of the award, along with the case records.

8.6 The arbitrator may render partial awards prior to the final decision of the arbitration.

8.7 In the event of a partial arbitration award, the filing of an action for nullity of the arbitral award shall not preclude the continuation of the arbitration or the issuance of the final award by the arbitrator.

8.8 In the event of material error, omission, obscurity, doubt or contradiction of the arbitral award, the parties shall have a time limit of seven (7) days from the date of receipt of the award to file a motion for clarification.

8.9 The arbitrator shall issue a decision on the motion for clarification within up to seven (7) days from receipt thereof, and such time limit may be extended by another seven (7) days by the arbitrator.

IX PROCEEDINGS TO WHICH THE GOVERNMENT IS A PARTY

9.1 This chapter shall apply to arbitration proceedings involving entities governed by the public law regime and which are part of the public sector (State Entities). The Parties may, by mutual agreement, extend the application of the provisions hereof to proceedings to which any private legal entities subject to the public law regime are a party to the dispute.

9.2 The CAMARB Secretariat shall disclose on its website the existence of the proceedings, the date of the request for arbitration and the names of the claimant(s) and respondent(s).





9.3 Except as set out in the preceding item, CAMARB shall not provide documents and information regarding the proceedings, and the parties, as provided by law, may disclose additional information.

9.4 Hearings shall, unless otherwise agreed, be restricted to the parties and their counsels.

9.5 CAMARB is hereby authorized by the parties and arbitrators to disclose the award on its website, its publications and in academic materials, unless otherwise expressly stated by either party.

X FINAL PROVISIONS

10.1 Matters concerning administration fee, arbitrator's fees and other costs relative to the proceeding shall be governed by chapter XI of CAMARB Arbitration Rules.

10.2. The arbitral proceeding shall be strictly confidential, and CAMARB, the arbitrators, other professionals acting in the case and the parties themselves shall not disclose any information to which they may have access as a result of their office or participation in the proceeding, without consent of all parties, except where there is a legal obligation to disclose and where so determined by the provisions of these Rules. In the case of item 3.8, the CAMARB Secretariat is authorized to inform the names of the parties, the matter in dispute and its amount to the professionals it intends to include in the list to be presented to the parties, for purposes of prior verification of interest, availability, independence and impartiality.

10.3 CAMARB is hereby authorized by the parties and arbitrators to disclose excerpts of the arbitral awards for academic and informational purposes, by removing the names of the parties, arbitrators and other information that allow identification of the case.

10.4 In the absence of the parties' stipulation on the place of the arbitration, this shall be defined by the arbitrator.

10.5 The arbitrator shall interpret and apply these Rules, including his or her jurisdiction, duties and prerogatives.

10.6 After five (5) years after the final arbitral award has been rendered, CAMARB is hereby authorized to discard the case records, in that only the arbitral awards shall remain in its archives.

10.7 The parties may, prior to the expiration of the period provided for in item 10.6, request the withdrawal of any documents filed by them.

10.8 CAMARB Arbitration Rules shall apply secondarily hereto, as applicable. Cases not provided for herein shall be governed by Brazilian Law No. 9307, of September 23, 1996, as amended by Brazilian Law No. 13129, of May 26, 2015, and by the arbitration treaties and agreements applicable in Brazil. In the absence of stipulation in such instruments, the silent cases shall be resolved by determination of the arbitrator or by the CAMARB Management Board, if no Terms of Commencement have been signed. In the latter case, the decision may be reviewed by the arbitrator after formalization thereof.





10.9 These Rules shall enter into force on September 12, 2019 and may only be amended by resolution of the CAMARB Management Board.

CAMARB Expedited Arbitration Rules - Business Mediation and Arbitration Chamber - Brazil, an integral and inseparable part of the Minutes of the Management Board Meeting, held on August 5, 2019.

Augusto Tolentino Pacheco de Medeiros
President

