

CAM-CCBC ARBITRATION RULES

Approved by the Advisory Board on 1st August 2022.

CHAPTER I – GENERAL PROVISIONS

Article 1 – Scope of Application of the Rules

1.1 The arbitral proceeding shall be administered by the Center for Arbitration and Mediation of the Chamber of Commerce Brazil-Canada (hereinafter referred to as CAM-CCBC) and in accordance with these Rules if the parties agree that the arbitration shall be administered by the CAM-CCBC and/or ruled by the CAM-CCBC Rules, except in the case of article 1.2.

1.2 The CAM-CCBC may also administer proceedings governed by the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL).

1.3 The parties may mutually agree on modifications to these Rules. Changes shall only apply to the arbitration proceeding in question and if they do not alter provisions on the organization and management model proposed by the CAM-CCBC.

Article 2 - CAM-CCBC

2.1 The CAM-CCBC is an independent body of the Chamber of Commerce Brazil-Canada and is governed by its own Internal Rules approved according to the Bylaws of the Chamber of Commerce Brazil-Canada.

2.2. The CAM-CCBC aims to administer arbitration, mediation, and other alternative dispute resolution (ADR) proceedings regardless of nationality, legal seat, origin, or membership to the Chamber of Commerce Brazil-Canada.

2.3. The CAM-CCBC is located in São Paulo, the Capital of the State of São Paulo, Brazil, and may act in the administration of proceedings seated anywhere in Brazil or abroad, according to article 4.1 of these Rules.

2.4 The CAM-CCBC does not itself resolve disputes submitted to it.

Article 3 – Written communication and Time limits

3.1 Written communications (submissions, notices, subpoenas) regarding the arbitral proceedings shall be sent electronically with proof of delivery or receipt, unless parties expressly agree otherwise.

3.1.1 According to necessity, particularly for the first notice, written communications may be sent by any other means with proof of delivery or receipt, including physical (such as, but not limited to, delivery by registered mail and/or courier).

3.2 Each party shall inform its address to receive written communication. In the absence of an indication, communications shall be sent to the address (electronic or physical) of the receiving party or its representative which has been informed by any other party.

3.2.1 Parties must promptly inform any change in their addresses for the purpose of receiving communications.

3.3 Communication delivered to the address (electronic or physical) informed by the party shall be deemed received. In the absence of an indication by the party itself, the communication shall be deemed received if it is delivered: i) directly to the addressee or their representative; ii) at the registered office, primary residence, or postal address of the party or their representative; or iii) at the addresses (electronic or physical) informed in the contract or in the arbitration agreement for receiving communications between the parties.

3.3.1 If reasonable steps have been taken to deliver the communication to the party, then the notification with proof of attempted delivery, which has been made to the addresses in article 3.3, shall be considered received.

3.3.2 The date of receiving the communication shall correspond to the one shown in the proof of sending (by electronic means) or delivery (by physical means).

3.4 Periods of time will be continuous, start to run on the first business day following receipt of the communication and end on the day of its expiration.

3.4.1 The time limit shall be extended until the next business day if the expiration date is a non-business day at the seat of arbitration. While the seat of arbitration is not defined, business days are considered to be those on which the CAM-CCBC is open according to the CAM-CCBC official calendar.

3.5 Compliance with time limits by the parties may occur on a day when the CAM-CCBC is not open, even though the secretariat may adopt administrative measures only on the day when its services resume.

3.5.1 Unless otherwise agreed upon by the parties, periods of time will be suspended during the recess period defined in the CAM-CCBC official calendar.

3.6 The periods of time provided for in these Rules may be modified by the arbitral tribunal or, within its competence, by the CAM-CCBC secretariat.

3.7 In the absence of a time limit provided for in these Rules or determined by the arbitral tribunal or by the CAM-CCBC secretariat, the period of time shall be of 10 (ten) days.

3.8 Any and all documents addressed to the arbitral tribunal or to the parties must also be sent to the CAM-CCBC secretariat.

CHAPTER II - SEAT, APPLICABLE LAW AND LANGUAGE

Article 4 – Seat

4.1 The arbitral proceedings may be seated anywhere.

4.2. If the parties have not appointed a seat of arbitration, if there is no agreement as to the seat, or if the appointment is incomplete or unclear, the CAM-CCBC Presidency may, if necessary, establish a provisional seat, and then it will be up to the arbitral tribunal, once constituted, to decide on the definitive seat of arbitration after hearing the parties.

4.3. The acts of the arbitral proceedings may take place at a different location from that of the seat, or remotely by videoconference or other means of communication, at the discretion of the arbitral tribunal.

Article 5 – Rules governing the proceedings and Applicable Law

5.1 The arbitration proceeding shall be governed by these Rules, subject to the provisions of article 1.3. In case of omission or divergence, it will be up to the arbitral tribunal to decide on the applicable procedural rules or to the CAM-CCBC before the arbitral tribunal is constituted.

5.2 The parties may choose the rules of law to be applied by the arbitral tribunal to the merits of the dispute. In case of silence or divergence, it shall be up to the arbitral tribunal to decide on the applicable law to the merits of the dispute.

5.3 The permission for the arbitral tribunal to rule *ex aequo et bono* must be expressed in the arbitration agreement or in the Terms of Reference.

Article 6 - Language

6.1 The arbitration shall be conducted in the language agreed upon between the parties.

6.2 Should there be no agreement, the arbitral tribunal shall decide on the language considering all relevant circumstances.

6.2.1 If necessary, before the arbitral tribunal is constituted, the CAM-CCBC shall define the language on a provisional basis considering the relevant circumstances.

CHAPTER III – COMMENCING THE ARBITRATION

Article 7 – Request for Arbitration

7.1. The party that wishes to commence an arbitration shall submit a request for arbitration to the CAM-CCBC, which shall contain the following items:

(a) A contract or document with the arbitration agreement;

- (b) Complete name and identification of the parties involved in the arbitration, including their addresses and/or emails for notification;
- (c) Powers of attorney, if any;
- (d) Brief description of the subject matter of the arbitration and its claims;
- (e) Estimated amount of its claims;
- (f) Appointment of arbitration seat, language, and rules of law applicable to the arbitration;
- (g) Proposals or other relevant information as to the number and choice of arbitrators or, if set out by the parties, their appointment; and
- (h) Information on related parties and third-party funding (as per articles 9.5 and 9.6).

7.2 Together with the request for arbitration, the party shall attach proof of payment of the registration fee, as per the Schedule of Costs.

7.3 In case the claimant fails to fulfill the requirements under articles 7.1 and 7.2, the secretariat may set a time limit for the claimant to do so at the risk of termination without restrictions of the claimant's right to file the claim under a new request for arbitration.

Article 8 – Answer to the Request for Arbitration

8.1 The CAM-CCBC secretariat shall notify the other party as to the request for arbitration and the documents that support it, requesting that it presents its response, within 15 (fifteen) days, which shall contain:

- (a) Power of attorney, if any;
- (b) Confirmation of the addresses and/or emails for notifications;
- (c) A brief description of the subject matter of its claim and the respective amount involved, if any;
- (d) Comments on the seat, language, rules of law applicable to the arbitration;
- (e) Request for inclusion of parties, where applicable, as provided for in article 18;
- (f) Proposals or other relevant information as to the number and choice of arbitrators or their appointment, if the parties have agreed upon them; and
- (g) Information on related parties and third-party funding (as per articles 9.5 and 9.6).

8.2 The proceedings shall continue in the absence of any of the parties, provided that they are duly notified according to article 3.3.

CHAPTER IV – ARBITRATORS AND CONSTITUTION OF THE ARBITRAL TRIBUNAL

Article 9 - Arbitrators

9.1 The members of the list of arbitrators and/or other persons can be appointed by the parties as arbitrators always in accordance with the provisions of these Rules, the CAM-CCBC Code of Ethics, and with the requisites of independence and impartiality.

9.2 The arbitrator must remain independent and impartial throughout the entire arbitration.

9.3 The arbitrator must immediately disclose to the secretariat and to the parties any facts or circumstances that may raise reasonable doubts as to the arbitrator's impartiality or independence.

9.4 It is up to the arbitrator to, at any time, declare an impediment and refuse appointment, or to resign.

9.5 The parties must disclose any natural persons or legal entities that may be relevant to the arbitration in order to allow the arbitrators to verify any conflict of interest.

9.6 The parties must promptly disclose the existence of third-party funding in order to allow the arbitrators to verify and disclose any conflict of interest.

9.7 The parties are prohibited, throughout the proceedings, from creating any incidental fact that characterizes impediment of one or more arbitrators, including under the claim of alteration of their respective representation, funding, or assistance, and the Arbitral Tribunal or the CAM-CCBC shall in any case adopt the appropriate measures.

Article 10 - Arbitral Tribunal Composition

10.1 When the parties have not defined in the arbitration agreement the number of arbitrators to act in the proceedings, or have not agreed on their number, the CAM-CCBC Presidency shall decide whether there should be appointed one or three arbitrators, considering the complexity and amount in dispute.

10.2 The expression "arbitral tribunal" shall apply to a sole arbitrator or to a three-person arbitral tribunal.

Article 11 – Three-Person Arbitral Tribunal

11.1 When the parties have agreed that the dispute shall be resolved by three arbitrators or when it is thus determined by the CAM-CCBC Presidency, the secretariat shall forward to both parties a copy of these Rules and the list of arbitrators, inviting the parties to within 15 (fifteen) days each appoint 1 (one) arbitrator to compose the Arbitral Tribunal.

11.2 The parties may freely appoint the arbitrators that will compose the arbitral tribunal. The appointment of a name outside of the list of arbitrators shall be followed by their curriculum, which shall be submitted for approval by the CAM-CCBC Presidency.

11.3 The CAM-CCBC secretariat will inform the parties and the arbitrators regarding the appointments. The appointed arbitrators shall be requested to fill out the CAM-CCBC Conflict of Interest and Availability Form, or simply the Form, within 10 (ten) days.

11.4 The answers to the Forms and any relevant facts shall be forwarded to the parties, who shall have 10 (ten) days to comment. Should the parties request clarifications or additional information, the arbitrator(s) shall be invited to answer them. If the parties challenge the appointment, article 14 shall apply.

11.5 After the co-arbitrator appointment step, the CAM-CCBC secretariat, except when stipulated otherwise by the parties, shall notify the co-arbitrators to appoint the president of the arbitral tribunal within 10 (ten) days, preferably a member on the list of arbitrators from the CAM-CCBC.

11.6 In the event that the president is not included on the CAM-CCBC list of arbitrators, the appointment shall be followed by adequate reasoning, by the curriculum of the appointed arbitrator, and shall depend on the approval of the CAM-CCBC Presidency.

11.7 The CAM-CCBC secretariat will inform the parties and the arbitrators about the appointment of the arbitrator who shall act as president of the arbitral tribunal, proceeding in the manner and within the time limits set forth in articles 11.3 and 11.4.

11.8 If any of the parties fails to appoint an arbitrator or the arbitrators appointed by the parties fail to appoint the president of the arbitral tribunal, the CAM-CCBC Presidency shall make the appointment preferably from among the members of the list of arbitrators.

11.9 In proceedings in which the parties have nationality, headquarters, or residence in different countries, any of them may request that the president of the arbitral tribunal be of a different nationality from that of the parties involved. The CAM-CCBC Presidency, assessing the need and convenience, will decide on the request in the particular case.

Article 12 – Multiparty Arbitration

12.1 In the case of an arbitration with multiple parties as claimants and/or respondents, should there be no agreement on a method for appointing arbitrators by the parties, the CAM-CCBC Presidency, considering the interests of the parties, may appoint all the members of the arbitral tribunal, appointing one of them to act as president.

12.1.1 The CAM-CCBC Presidency, even in the event of absence from a party, may verify how many interested parties are involved in the dispute when deciding.

12.1.2 The appointment shall be made preferably from among the members of the list of arbitrators, according to article 11.8 of these Rules.

Article 13 – Sole Arbitrator

13.1 When the parties have agreed that the dispute shall be resolved by a sole arbitrator or this is thus determined by the CAM-CCBC Presidency, the arbitrator shall be appointed by the agreement of the parties within 15 (fifteen) days after notice from the secretariat. After this time limit, should there be no sole arbitrator appointed or no agreement as to the arbitrator's appointment, the sole arbitrator shall be appointed by the CAM-CCBC Presidency abiding by article 11.8.

13.2 The parties shall preferably appoint the sole arbitrator from the CAM-CCBC list of arbitrators. In the event that the sole arbitrator is not included in the aforementioned list, the appointment shall be followed by adequate reasoning, from the curriculum of the appointed arbitrator, and shall depend on the approval of the CAM-CCBC Presidency.

13.3 The arbitration commencement and conduction with a sole arbitrator shall obey the same procedure provided for in these Rules for the arbitrations conducted by a three-person arbitral tribunal.

Article 14 – Challenging Arbitrators

14.1 The parties may challenge arbitrators for lack of independence, impartiality, or for justifiable cause, within 10 (ten) days after becoming aware of a relevant fact.

14.2 The challenge must be reasoned and presented to the CAM-CCBC secretariat, which shall submit it to the challenged arbitrator and other parties for comments. The CAM-CCBC shall take the necessary steps for the constitution of the special committee and for collecting the corresponding fees in accordance with article 34.5.

14.3 The challenge shall be decided by a special committee composed of 3 (three) members of the list of arbitrators appointed by the CAM-CCBC Presidency.

14.4 The special committee constituted to assess the challenge of an arbitrator, when deemed necessary and without compromising the speediness of deciding the incident, may request that the parties and the challenged arbitrator provide additional clarifications, the production of new documents, and any other measures deemed useful, necessary, and proper.

14.5 The CAM-CCBC secretariat shall inform the parties and the arbitrators regarding the conclusion of the required measures. The special committee shall decide within 30 (thirty) days. If necessary, the committee may

extend the period of time to decide on the challenge for 15 (fifteen) additional days.

14.6 The decision of the special committee shall be reasoned and final with no possibility of appeal.

Article 15 – Arbitrator Replacement

15.1 In case of resignation, acceptance of challenge, incapacity, or death of any of the arbitrators, their replacement shall occur as per the original procedure adopted for their appointment.

15.2 In cases of arbitrator replacement and considering the stage of the arbitration, the CAM-CCBC secretariat may alter the periods of time of the proceedings to recompose the arbitral tribunal.

Article 16 – Institution of the Arbitration

16.1 After the arbitrators are appointed, the secretariat shall notify the arbitral tribunal so that, within 5 (five) days, each arbitrator signs the term of independence which represents their formal acceptance of the position for all due effects.

16.2 The arbitration shall be deemed instituted, and the arbitral tribunal constituted on the day the secretariat receives the term(s) of independence signed by the appointed arbitrator(s).

CHAPTER V – PRIMA FACIE ANALYSIS OF ARBITRATION AGREEMENT

Article 17 – *Prima facie* analysis of the existence, validity and effectiveness of the arbitration agreement

17.1 The party that wishes to oppose to the continuation of the arbitration based on the inexistence, invalidity, or ineffectiveness of the arbitration agreement, even if regarding only one of the parties, shall submit a formal objection to the CAM-CCBC Presidency at the first possible opportunity.

17.2 The CAM-CCBC Presidency shall proceed to a *prima facie* analysis of the arbitration agreement and decide administratively on matters related to the existence, validity, and effectiveness that may be promptly decided upon, regardless of the production of evidence.

17.3 The decision of the CAM-CCBC Presidency for the continuation of the arbitration is preliminary and it shall be up to the arbitral tribunal to decide on its own jurisdiction.

CHAPTER VI – ADDITIONAL PARTIES

Article 18 – Joinder of Additional Parties

18.1 The party who wishes to include an additional party to the arbitration shall submit to the secretariat a request for arbitration against the additional party in accordance with article 7.1 at the first opportunity for such. The date the request is received by the secretariat shall be deemed,

for all purposes, the initial date of the arbitration regarding the additional party.

18.2 Before the constitution of the arbitral tribunal, the CAM-CCBC Presidency shall decide on the joinder of the additional party when:

(a) There is consent from all parties involved; or

(b) The additional party has a connection with the subject matter submitted to the arbitration and may, on a *prima facie* analysis, be deemed bound by the arbitration agreement.

18.3 The decision of the CAM-CCBC Presidency that determines the joinder or not of the additional party into the arbitration may be revisited by the arbitral tribunal.

18.4 After the constitution of the arbitral tribunal, the joinder of the additional party to the arbitration shall be decided by the arbitrators with the parties being called upon to comment.

18.5 The party that voluntarily wishes to be included in the proceedings may request it at any time, submitting the decision to the CAM-CCBC Presidency or to the arbitral tribunal if it has already been constituted.

18.6 The party to be included in the arbitral proceedings must accept the arbitral tribunal constituted and an amendment to the Terms of Reference shall be signed.

CHAPTER VII - CONSOLIDATION

Article 19 – Consolidation of Arbitrations

19.1 The CAM-CCBC Presidency may, at the request of a party, before the constitution of the arbitral tribunal of the second proceeding, considering the stage of the first proceeding, consolidate two or more pending arbitrations into a single one, under these Rules, when:

(a) The parties have agreed to the consolidation; or

(b) All the claims in the arbitrations are made based on the same arbitration agreement(s); or

(c) The arbitration claims are not made based on the same arbitration agreements(s), but (i) the arbitrations involve the same parties, (ii) the disputes are related to the same legal relationship, and (iii) the CAM-CCBC Presidency understands that the arbitration agreements are compatible.

19.2 When deciding on the consolidation, the CAM-CCBC Presidency may consult the arbitrators in office.

19.3 The arbitral proceedings shall be consolidated into the first arbitration, unless the parties agree otherwise.

CHAPTER VIII– MULTIPLE CONTRACTS

Article 20 – Multiple Contracts

20.1 The parties may deduce claims arising from or related to more than one contract in a single arbitral proceeding.

20.2 Before the constitution of the arbitral tribunal, in case there is any objection to its continuation in a single arbitral proceeding of claims arising from or related to more than one contract, the CAM-CCBC Presidency, after hearing the parties, shall rule on the matter.

20.3 Continuation in a single arbitration shall be possible in the following cases:

- (a) The arbitration agreements are compatible with one another.
- (b) The claims originate from the same transaction or series of transactions.
- (c) There is no significant impact on the efficiency and expediency of the process.

20.4 After the constitution of the arbitral tribunal, the decision that had authorized the processing of the claims in a single arbitration shall be submitted to the analysis of the arbitral tribunal.

CHAPTER IX – EMERGENCY ARBITRATOR AND PROVISIONAL MEASURES

Article 21 - Emergency Arbitrator

21.1 Before the constitution of the arbitral tribunal, the party that needs urgent measures may file for the appointment of an emergency arbitrator, unless the parties have agreed otherwise.

21.2 The emergency arbitrator may take any measures under article 22.1 that, due to their very nature, cannot wait for the constitution of the arbitral tribunal.

21.3 The emergency arbitrator shall comply with the same duties of independence and impartiality, provided for in article 9.2.

21.4 The institution of an emergency arbitrator proceeding does not imply the waiver of any other urgent measures before the competent judicial authority.

21.5 The emergency arbitrator procedure shall follow the rules provided for in Appendix I.

Article 22 – Provisional Measures

22.1 Unless otherwise agreed between the parties, the arbitral tribunal may issue provisional, coercive, and interlocutory measures that may, at the

discretion of the arbitral tribunal, depend on the presentation of guarantees by the claiming party.

22.2 In case of urgency, if the arbitral tribunal is not yet constituted, the parties may submit a request for provisional, coercive, and interlocutory measures to the competent judicial authority unless otherwise expressly stipulated by them.

22.3 Once the arbitration is instituted, it is under the arbitral tribunal's competence to uphold, amend, or revoke a previously granted measure.

22.4 A party's request submitted to a judicial authority to procure provisional measures, or the enforcement of similar measures granted by an emergency arbitrator or arbitral tribunal, shall not constitute breach or waiver of the arbitration agreement and shall not undermine the arbitral tribunal's competence.

CHAPTER X – ARBITRATION PROCEEDINGS

Article 23 – Terms of Reference

23.1 With the arbitration instituted under article 16.2, the secretariat shall notify the parties and the arbitrators to sign the terms of reference within 30 (thirty) days together with a representative of the CAM-CCBC and two witnesses.

23.2 The Terms of Reference shall contain the following items:

- (a) Name and identification of the parties and the arbitrators;
- (b) Seat of arbitration;
- (c) Transcription of the arbitration agreement;
- (d) Authorization for the arbitrators to rule *ex aequo et bono* when that is the case;
- (e) Language in which the arbitration shall be conducted;
- (f) Subject matter of the dispute;
- (g) Applicable law;
- (h) Claims of each party;
- (i) Amount in dispute in the arbitration;
- (j) Provisional calendar of the proceedings; and
- (k) Written acceptance of the commitment to paying the administrative costs of the proceedings, expenses, expert fees, and arbitrators' fees as they are requested by the CAM-CCBC.

23.3 The absence of any party duly summoned for the initial meeting or their refusal to sign the Terms of Reference does not constitute an impediment for the regular continuation of the arbitration.

23.4 The parties may alter, modify, or amend their claims until the date of signing of the Terms of Reference.

23.5 After the Terms of Reference are signed, the alteration, modification or amendment of the claim, as well as the inclusion of new claims must be authorized by the arbitral tribunal. The arbitral tribunal shall consider the nature of such new claims, the current status of the arbitration, and any other relevant circumstances.

Article 24 – Arbitral Tribunal Secretary

24.1 The arbitral tribunal may appoint a tribunal secretary to assist it, who shall act under its supervision, shall abide by the CAM-CCBC Code of Ethics and by the same requirements of independence, impartiality, and duty of confidentiality set forth in articles 9.2 and 39.3, and shall sign a confidentiality and independence term.

24.2 In no circumstance shall the arbitral tribunal delegate its decision-making duties to a tribunal secretary.

24.3 The appointment of an arbitral tribunal secretary, except when otherwise expressly agreed upon, shall not result in additional costs to the parties, except for expenses with transportation, meals, accommodation, and other related costs.

Article 25 - Conducting the Proceedings

25.1 The parties and the arbitral tribunal shall endeavor to conduct the arbitration in an expeditious, efficient, and safe manner for the resolution of the dispute.

25.2 The arbitral tribunal shall observe the principles of full defense, adversarial proceedings, and equal treatment of the parties in the conduct of the proceeding, taking the necessary and convenient measures for its correct development.

25.3 The arbitral tribunal may call physical or remote hearings or meetings regarding the conduct of the proceedings to consult with the parties on procedural measures to be adopted and may additionally modify the periods of time provided for in articles 26, 27, and 28.

25.4 The arbitral tribunal may, during the arbitral proceedings, suggest the resolution of the dispute, in whole or in part, by another alternative dispute resolution (ADR) method.

Article 26 – Written Submissions

26.1 The statement of claim and statement of defence shall be submitted in the period of time agreed upon by the parties or, if there was none, within the time limit defined by the arbitral tribunal.

26.2 Except otherwise agreed or determined, the parties shall submit their statement of claim and statement of defence at the same time, within 30 (thirty) days from the meeting for the signing of the Terms of Reference and their respective responses within 30 (thirty) days of being notified of the statement of claim of the counterparty.

26.3 Replies and rejoinders may be submitted at the discretion of the parties and the arbitral tribunal in the form and periods of time provided for in article 26.2.

Article 27 – Production of Evidence

27.1 It shall be up to the arbitral tribunal to accept and determine the evidence deemed useful, necessary, and proper as it sees fit for the particular case.

Article 28 – Closing Statements

28.1 After the closing of the evidentiary stage, the arbitral tribunal shall grant the parties 30 (thirty) days to present their closing statements.

CHAPTER XI - ARBITRAL AWARD

Article 29 – Time limit for rendering the award

29.1 The arbitral tribunal shall render an arbitral award within 60 (sixty) days after receiving the closing statements (or after receiving the notice of expiration of the time limit for presenting closing statements), unless another time limit is established in the Terms of Reference or is agreed with the parties.

29.2 The period of time provided for in article 29.1 can be extended for up to 60 (sixty) days at the discretion of the president of the arbitral tribunal.

Article 30 – Arbitral Award

30.1 The arbitral award may be partial or final.

30.2 The arbitral award shall be issued in a written document and cannot be based on the absence of the party.

30.2.1 In cases of a three-person tribunal, the arbitral award shall be issued by consensus whenever possible, and, if this is not viable, by a majority vote, with each arbitrator, including the president of the arbitral tribunal, having one vote. Failing a majority opinion, the vote of the president of the arbitral tribunal shall prevail.

30.2.2 An arbitrator who dissents from the majority may state his or her dissenting vote.

30.3 The arbitral award shall contain the following:

(a) Report (procedural and factual background), with the name of the parties and a summary of the dispute;

(b) Reasons for the decision, if required by the applicable law or per the parties' agreement, which shall address both questions of fact and of law, and, when that is the case, with an express statement that it was issued *ex aequo et bono*;

(c) The operative part, with all the specifications and time limit for compliance with the decision, when appropriate; and

(d) The day, month, and year when it was issued and the seat of arbitration.

30.4 Subject to the agreement between the parties, the arbitral award shall establish liability for costs and other expenses incurred with the arbitration and their respective apportionment.

30.4.1 The arbitral tribunal shall take into consideration the result of the arbitral proceedings, the complexity of the case, the actions of the attorneys, and the behavior of the parties and their counsel, including bad faith litigation or abuse of process, in light of article 25.1, in order to determine reimbursement amounts and its proportion.

30.5 The arbitral award shall be deemed issued at the seat of arbitration.

30.6 The arbitral award shall be signed by all arbitrators. It shall be up to the president of the arbitral tribunal, in the event that one or more arbitrators do not sign the award, to attest this fact.

30.6.1 Subject to the applicable mandatory rules, and unless otherwise agreed upon or determined, the arbitral award may be signed electronically and/or have separate signature sheets subsequently combined into a single document.

30.7 The president of the arbitral tribunal shall send the award to the CAM-CCBC secretariat which, after verifying that all costs have been effectively received, will notify the parties.

30.8 Once the final arbitral award has been rendered and the parties have been notified, the arbitration will be terminated, except in the case of a request for clarification, as provided for in article 31, in which the jurisdiction shall be extended until the respective decision is made.

Article 31 – Clarification of the Award

31.1 The parties may, within 15 (fifteen) days after receiving the arbitral award, request clarification on any contradiction, omission, or obscurity by means of a request to the arbitral tribunal.

31.2 The arbitral tribunal may allow the other parties to comment on the request for clarification submitted within 15 (fifteen) days.

31.3. The arbitral tribunal shall decide on the subsequent 15 (fifteen) days and this time limit starts to run after receiving the request for clarification, after receiving the comments from the counterparty or after the end of the time limit to present comments, whichever occurs last.

31.4 The time limit mentioned in article 31.3 may be extended by up to 15 (fifteen) days at the discretion of the arbitral tribunal.

Article 32 – Consent Award

32.1 If the parties come to a settlement during the arbitral proceedings, ending the dispute, the arbitral tribunal, at the request of the parties, may record the settlement on a consent award.

Article 33 – Compliance with the Arbitral Award

33.1 The parties are obliged to comply with the arbitral award as issued in the manner and by the time provided for in it, and if they do not do so, the losing party shall be liable for the harm caused to the prevailing party.

CHAPTER XII – COSTS

Article 34 – Schedule of Costs

34.1 The CAM-CCBC shall issue its Schedule of Costs which amounts and guidelines may be amended from time to time by the CAM-CCBC Presidency.

34.2 The Schedule of Costs shall set out the form and time for (i) payment of costs and other expenses, (ii) payment of arbitrators' and experts' fees, (iii) reimbursement of amounts, among other matters.

34.3 Compliance with the provisions of the Schedule of Costs is mandatory for parties, arbitrators, experts, secretaries of the arbitral tribunal, and other participants in the proceedings.

34.4 Administration fees and arbitrator fees are due and must be paid to the CAM-CCBC by claimant as of the date of filing the request for arbitration, and for respondent, as of the date of their notice.

34.5 The special committee provided for in article 14 of these Rules shall only be constituted after payment of the amounts determined in the Schedule of Costs. Unless there is an express specific provision to the contrary, the special committee fees must be paid by the party that presented the challenge.

Article 35 – Default on Costs

35.1 If there is no advance payment of the administration fee, arbitrators' and experts' fees, or any other arbitration expenses within the periods of time provided for in the Schedule of Costs or those indicated by the CAM-CCBC secretariat, one party shall be allowed to make the due payments in

the name of the other within the time limit established by the CAM-CCBC secretariat.

35.2 When payment is made by another party, the CAM-CCBC secretariat shall give notice to the parties and the arbitral tribunal, in which case the latter shall dismiss the defaulting party's claims, if any.

35.3 If none of the parties are willing to pay, the proceedings shall be stayed.

35.4 Once the proceedings have been stayed for 30 (thirty) days for lack of payment without either of the parties providing the funds, the proceedings may be terminated without prejudice to the right of the parties to file a new request for arbitration seeking resolution of the dispute after the outstanding amounts are paid.

35.5 The arbitrators can demand in or out of court payment of the arbitrators' fees, and the CAM-CCBC can demand in or out of court payment of the administrative fees or expenses, which shall be deemed certain and liquid credits, and may be collected through collection or execution suits, plus interest and inflation adjustment.

35.6 The parties authorize the Terms of Reference and other necessary documents from the proceedings to be produced in court in case of collection or execution suits of the administrative fees, arbitrators' fees, or other expenses without incurring a breach of confidentiality on the part of the CAM-CCBC, the arbitrators or the parties.

CHAPTER XIII - EXPEDITED ARBITRATION PROCEDURE

Article 36 – Submission to Expedited Procedure

36.1 The expedited procedure is a faster option to resolve disputes by arbitration and only applies to proceedings that involve amounts that do not exceed those established in the Schedule of Costs.

36.2 The expedited procedure provisions are not applicable if the parties agreed to opt out of the procedure.

36.3 Before the constitution of the arbitral tribunal, the CAM-CCBC Presidency, at their discretion or at the request of a party, may dismiss the application of the expedited procedure.

36.4 The CAM-CCBC Presidency shall analyze the suitability of the expedited procedure to the particular case, on an administrative instance, taking into consideration its complexity and other relevant circumstances.

36.5 The decision rendered by the CAM-CCBC Presidency shall be subject to ratification from the arbitral tribunal.

36.6 If the expedited procedure is dismissed from applying to a particular case, the arbitral tribunal shall continue with its duties.

36.7 The costs of an expedited procedure shall be lower as provided for in a specific chapter of the Schedule of Costs.

36.8 If the amount in dispute is reassessed, exceeding the limit, the amount provided for under "Main Costs" on the Schedule of Costs must be paid.

36.8.1 In this scenario, the case shall continue to be administered in accordance with the Expedited Procedure, unless otherwise agreed between the parties or determined by the CAM-CCBC Presidency or the arbitral tribunal, if it has already been constituted.

Article 37 – Expedited Procedure

37.1 The other provisions of the Rules shall apply to arbitrations subject to the expedited procedure to the extent that they do not conflict with the rules of this article.

37.2 After the expiration of the time limit under article 8.1 of the Rules, the CAM-CCBC secretariat, meeting the requirements provided for in articles 36.1 and 36.2, shall notify the parties that the expedited procedure will be applied to the case.

37.3 The time limits provided for in the Rules may be reduced by the CAM-CCBC secretariat until the constitution of the arbitral tribunal in order to speed up the proceedings.

37.4 All communications, notices, or subpoenas, as well as filings of any submissions, decisions, or documents shall be made exclusively electronically.

37.5 The expedited procedure, unless agreed otherwise, shall be conducted and decided by a sole arbitrator, appointed as provided for in these Rules.

37.6 If the arbitration agreement provides that the proceedings shall be conducted by three arbitrators, the CAM-CCBC secretariat shall invite the parties to agree to the appointment of a sole arbitrator. If there is no such agreement, the arbitral tribunal shall be constituted as agreed between the parties.

37.7 The special committee provided for in article 14 of the Rules shall be composed of 1 (one) member, preferably of the list of arbitrators, appointed by the CAM-CCBC Presidency.

37.8 After the arbitration is instituted as provided for in article 16.2 of these Rules, the CAM-CCBC secretariat shall notify the parties and arbitrators to sign the Terms of Reference within 15 (fifteen) days.

37.9 For the sake of the speediness of the expedited procedure, the arbitral tribunal may take the following actions:

a) Restrict the number, length, and scope of written submissions; and

b) Decide, after having heard the parties, that the proceedings shall be conducted based on documental evidence only, possibly rejecting the production of other evidence.

37.10 The hearing, if the arbitral tribunal authorizes it, shall preferably be held remotely through videoconferencing or any other telematic communication media.

37.11 The proceedings shall not last longer than 10 (ten) months from the signing of the Terms of Reference to the start of the time limit to render the final award.

37.12 Should the proceedings exceed 10 (ten) months, they shall be administered in accordance with the expedited procedure, unless otherwise agreed between the parties or determined by the arbitral tribunal. In any event, exceeding the 10 (ten) months, the amounts provided for under "Main Costs" on the Schedule of Costs must be paid.

37.13 The arbitral award shall be rendered within 30 (thirty) days from closing of the evidentiary stage with the possibility of extension for the same period of time.

CHAPTER XIV – GENERAL PROVISIONS

Article 38 – Interpretation

38.1 The arbitrators shall interpret and apply the present Rules to the extent of their powers and duties.

38.2 The arbitrators may consult with the CAM-CCBC Presidency on the interpretation of the provisions of these Rules.

38.3 The CAM-CCBC Code of Ethics is part of these Rules for all legal purposes, regulating as a secondary source the interpretation of the provisions of these Rules.

Article 39 – Confidentiality

39.1 The arbitration shall be confidential, except in the cases provided for by law, other applicable legal rules, or by express agreement between the parties.

39.1.1 The production in legal proceedings of documents related to the arbitration proceeding that proves necessary to protect the right of the party involved in the arbitration case does not constitute a violation of the duty of confidentiality.

39.2 Unless the parties object, the CAM-CCBC may publish the award and other decisions rendered in the proceedings without mentioning the parties or data which would allow the parties or the case to be identified.

39.3 The members of the CAM-CCBC, the arbitrators, the tribunal secretaries, the experts, the parties, and other participants are prohibited

from disclosing any information they have had access to in virtue of their duty or participation in the arbitral proceedings.

Article 40 – Secretariat support after the termination of the arbitration and recordkeeping

40.1 The CAM-CCBC shall provide, at the written request of the parties or the arbitrators (and only to them), copies of the documents regarding the arbitral proceedings.

40.2 The physical records of the arbitral proceedings shall remain filed for 6 (six) months and the electronic records for 5 (five) years from the end of the arbitration.

40.2.1 It is up to the interested party to request, within the referred period of time and at its own expenses, copies of the records and documents of interest.

40.2.2 After these periods of time, all documents may be destroyed, regardless of previous authorization of the parties.

Article 41 – Processing personal data

41.1 The parties, their legal representatives, the arbitrators, and the other participants acknowledge that the collection, use, processing, transfer, and storage of personal data are necessary for the continuation of the arbitral proceedings, and when strictly necessary, may be included in notices, decisions, and other documents.

41.2 The arbitral tribunal and the parties must ensure that the applicable legislation on data protection is complied with for purposes of the correct development of the arbitral proceeding.

41.3 In case of suspected or confirmed personal data breach in the context of the arbitral proceeding, the CAM-CCBC and other participants shall be immediately informed so that the competent authority may be duly notified.

41.4 After the arbitration ends, the personal data processed during the proceedings shall be stored for as long as necessary for the regular exercise of rights, including from the CAM-CCBC, and for compliance with a legal obligation, and subsequently shall be subject to anonymization or disposal.

Article 42 – Administrative decisions and accountability

42.1 No arbitrator, the CAM-CCBC, nor any person connected with the CAM-CCBC shall be held accountable for any acts, facts, or omissions related to the arbitration, except in cases of proven willful misconduct.

42.2 Any objections to non-compliance with the provisions of these Rules or any other rules applicable to the proceeding, the determinations of the arbitral tribunal, or any other stipulation of the arbitration agreement

regarding the formation of the arbitral tribunal or the conduct of the proceeding shall be presented at the earliest opportunity.

Article 43 – Entry into force

43.1 The present Rules, approved by the CAM-CCBC Advisory Board on 1st August 2022, shall enter into force on 1st November 2022.

43.2 Unless otherwise agreed by the parties, the Rules effective on the date of the filing of the request for arbitration, set out in article 7.1, shall apply.

43.3 At the parties' option, these Rules might also apply to arbitrations filed before 1st November 2022 whose Terms of Reference come to be signed after the entry into force of the present Rules.

Appendix 1

EMERGENCY ARBITRATOR PROCEEDINGS RULES

Emergency Measures Request

Article 1 - The party wishing to resort to an emergency arbitrator, pursuant to Article 21 of the Rules, shall submit to the CAM-CCBC a request for emergency measures, which shall contain the following:

- (a) contract or document with the arbitration agreement;
- (b) complete name and identification of the parties involved in the arbitration, including their addresses and/or emails for notification;
- (c) powers of attorney, if any;
- (d) a description of the circumstances that gave rise to the request for provisional measures, including a brief description of the main dispute submitted or to be submitted to the CAM-CCBC;
- (e) a description of the emergency measures requested and the grounds on which the urgency is based;
- (f) appointment of arbitration seat, language, and rules of law applicable to the arbitration;
- (g) contracts or information which the applicant considers relevant or helpful for the assessment of the request for emergency measures;
- (h) indication of judicial measures, both pending or in force;
- (i) request for arbitration or other submission on the underlying dispute submitted to the CAM-CCBC by the parties bound to the emergency arbitrator proceedings;
- (j) proof of payment of the fees related to the emergency arbitrator proceedings provided for in the Schedule of Costs.

Article 2 - The Presidency of the CAM-CCBC will reject the request for provisional measures in the following cases:

- (a) If an arbitral tribunal is already constituted, pursuant to Article 16.2 of the CAM-CCBC Rules;
- (b) In the absence of an arbitration agreement providing for the competence of CAM-CCBC to administer the arbitration proceedings;
- (c) If the parties entered into an arbitration agreement prior to July 20, 2018, and did not subsequently include the option to submit their disputes to the emergency arbitrator proceeding;
- (d) If the parties entered into an arbitration agreement between July 20, 2018, and November 24, 2020, unless they expressly opted to adopt the emergency arbitrator proceeding;
- (e) If the parties have expressly agreed to opt out of the emergency arbitrator proceedings; or
- (f) In the absence of proof of payment of the fees related to the emergency arbitrator proceedings.

Article 3 - In case of preliminary refusal, the CAM-CCBC Secretariat shall notify the applicant that the emergency arbitrator proceedings shall not proceed.

Article 4 - If the request for emergency measures is not preliminarily rejected, the CAM-CCBC Secretariat shall immediately send a copy of the request and the supporting documents to the other parties, simultaneously notifying the applicant.

Article 5 - The parties shall inform, within 2 (two) days as of their notification, their electronic addresses.

Article 6 - The Presidency of the CAM-CCBC shall terminate the emergency arbitrator proceedings if a request for arbitration not is filed, pursuant to Article 7.1 of the Rules, within fifteen (15) days from the receipt of the request for emergency measures by the Presidency of the CAM-CCBC.

6.1 In exceptional situations, this time limit may be extended by the Presidency of the CAM-CCBC.

Appointment of the Emergency Arbitrator and Transmission of the Proceedings

Article 7 - The Presidency of the CAM-CCBC, upon accepting the proceedings, shall appoint an emergency arbitrator, preferably among the members of the arbitrators' list.

Article 8 - No emergency arbitrator may be appointed after the constitution of the arbitral tribunal. However, an emergency arbitrator appointed prior to the constitution of the arbitral tribunal shall keep their authority to render their decision within the period provided under Article 20 of this Appendix.

Article 9 - The emergency arbitrator shall receive a copy of the proceedings and shall fill in the Questionnaire and sign the Statement of Independence, both within two (2) days as from the receipt of their appointment.

Article 10 - The emergency arbitrator shall not act as an arbitrator in any arbitration relating to the dispute that gave rise to the request for emergency measures, unless otherwise agreed by the parties.

Article 11 - Immediately upon receipt of the Questionnaire and the Statement of Independence signed by the emergency arbitrator, the CAM-CCBC Secretariat shall notify the parties. Thereafter, all written communication from the parties shall be addressed to the emergency arbitrator, copying the other parties and the CAM-CCBC Secretariat.

Article 12 - The emergency arbitrator shall decide on their jurisdiction and on the existence, validity and scope of the arbitration agreement.

Emergency Arbitrator Challenge

Article 13 - The parties may challenge the emergency arbitrator for lack of independence, impartiality, or for justifiable doubt within 2 (two) days after becoming aware of a relevant fact.

Article 14 - The challenge shall be decided by the CAM-CCBC Presidency after the expiration of the time period for the emergency arbitrator and the other parties to comment on the matter.

Article 15 - In the cases of resignation, acceptance of the challenge, incapacity or death of the emergency arbitrator, their replacement shall be performed by the CAM-CCBC Presidency within two (2) days.

15.1 In case of replacement of an emergency arbitrator, the proceedings shall resume at the stage they were at, unless the new emergency arbitrator decides otherwise.

Seat and Language of the Emergency Arbitrator Proceedings

Article 16 - The seat of the emergency arbitrator proceedings shall be the one agreed upon between the parties as the seat of the arbitration, subject to article 4 of the Rules.

Article 17 - The language of the emergency arbitrator proceedings shall be the language agreed upon between the parties as the language of the arbitration, subject to Article 6 of the Rules.

Performance of the Proceedings

Article 18 - The emergency arbitrator shall conduct the proceedings as they consider appropriate considering the nature of the dispute and the urgency of the request for provisional measures, with due regard for the principles of *audi alteram partem*, the full right to defend and equal treatment of the parties.

18.1 Upon receipt of the files, the emergency arbitrator shall establish a provisional timetable for the proceedings.

Decision of the Emergency Arbitrator

Article 19 - The orders and decisions rendered by the emergency arbitrator shall be issued in writing stating the reasons upon which it is based, and it shall comply with the requirements of Article 30.3 of the Rules.

19.1 The emergency arbitrator may set such conditions as they consider necessary to ensure compliance with their decisions, including coercive fines and provision of guarantees.

Article 20 - The emergency arbitrator's decision shall be rendered within fifteen (15) days from the submission of the signed Statement of Independence, or as established in the provisional schedule.

20.1 The CAM-CCBC Presidency may extend such time limit (i) upon a reasoned request by the emergency arbitrator, (ii) on its own initiative in appropriate circumstances, or, further, (iii) if the parties so agree.

Article 21 - By submitting the dispute to emergency arbitration proceedings, the parties undertake to comply with the decisions to be rendered by the emergency arbitrator without delay.

Article 22 - The decisions rendered by the emergency arbitrator, due to their provisional nature, shall not bind the arbitral tribunal, which, once constituted, will be competent to modify, revoke or annul any decision previously made.

Article 23 - Until the arbitral tribunal is constituted, the analysis of new facts that may change the decision previously rendered may be evaluated by the emergency arbitrator. Once constituted, the arbitral tribunal shall decide on any request from the parties relating to the emergency arbitrator proceedings, including any claim relating to the enforcement of the emergency arbitrator's decision and the reallocation of the emergency arbitrator proceedings fees.

Article 24 - The emergency arbitrator's decision shall cease to be binding on the parties if, for any reason, the arbitration terminates without the rendering of a final award.

Final Provision

Article 25 - The provisions of the CAM-CCBC Rules shall apply to the extent they do not conflict with this Appendix, and the CAM-CCBC Presidency shall be responsible for resolving any doubts as to the interpretation of such articles.