$\label{eq:schedule} Schedule \mbox{ of } Costs$

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I. GENERAL PROVISIONS

- Pursuant to Article 34 of the Arbitration Rules of the Center for Arbitration and Mediation of the Chamber of Commerce Brazil-Canada ("CAM-CCBC"), this Schedule of Costs is hereby established, effective as from November 1st, 2022.
- 2. The Schedule of Costs provides for the amounts and the rules for payment of costs arising from the commencement, conduction, and conclusion of arbitration proceedings.
- 3. The main costs are the Registration Fees, the Administration Fees and the Arbitrators' Fees ("Main Costs"). Incidental costs, which may be required depending on the case, mainly include but are not limited to the Expense Fund, Special Committee fees, expert fees, and additional fees for the analysis of requests for clarifications to the partial or final arbitral award ("Incidental Costs").
- 4. The payment model chosen by the CAM-CCBC is the **advance payment** of costs. Thus, the Registration Fee shall be paid before the submission of the Request for Arbitration, the Administration Fee and the Arbitrators' Fees shall be advanced before the signature of the terms of reference, the Special Committee Fees before its constitution, the Expert Fees before its commencement, and the additional fees for the analysis of requests for clarifications to the partial or final arbitral award before the rendering of the decision on the clarifications. Likewise, the CAM-CCBC requests the advance payment of an amount to be allocated to the Expense Fund.
- 5. As regards the amounts, the Administration Fee and the Arbitrators' Fees are variable and calculated based on the **amount in dispute**. Other fees are charged in fixed amounts (e.g., Registration Fee) or as established (e.g., Expert Fees) or as necessary for the proper conduction of the proceedings (e.g., Expense Fund).
- 6. By choosing the CAM-CCBC to administer the arbitration, the parties, arbitrators and other participants to the proceedings **agree** to the amounts and rules set forth herein. They further **acknowledge** that the costs, the administration fees and the arbitrators' fees, in particular, shall be advanced to CAM-CCBC by the Claimant as from the filing of the Request for Arbitration and by the Respondent as from the date of its notification.
- 7. As this is a private dispute resolution mechanism, the payment of costs is essential for the arbitrators and the institution to be compensated. Therefore, non-payment of costs, at any stage of the proceedings, justifies its **suspension** by the CAM-CCBC or by the Arbitral Tribunal. Ultimately, the non-payment of costs may also result in the **termination** of the arbitration proceedings.
- 8. Considering the continuous nature of the services provided by the CAM-CCBC, the arbitrators, and the calculation based on the amount in dispute, the CAM-

CCBC and the arbitrators may at any time demand payment of the costs in court or outside of it, including by way of collection lawsuit. For the purposes of such collection of costs, the administration fee, the arbitrators' fees, and other arbitration expenses are jointly and severally payable by the parties.

- 9. Also, unless otherwise agreed by the parties, in arbitrations featuring multiple Claimants or Respondents, the amounts due will be prorated among the Claimant(s), who together shall advance 50% of the costs, or Respondent(s), who together shall advance 50% of the costs.
- 10. The parties authorize the CAM-CCBC to carry out any set-off of amounts, in cases of default or early termination, regardless of which party has made the advance payment and even if the amounts have been provisioned under a different line item.
- 11. In the event of multiple parties, any reference to "Claimant" or "Respondent" in this Schedule of Costs shall apply to the requesting or responding party, respectively. Similarly, "Claimant" or "Respondent" may also be referred to as "party" or jointly as "parties."
- 12. The CAM-CCBC shall decide on cases not otherwise stipulated.

I.A. Amount in dispute

- 13. The amount in dispute is the basis for calculation of the Administration Fee and Arbitrators' Fees and it corresponds to the sum of the parties' claims.
- 14. The amounts of the claims will not be added up in cases of mere allegation of inadmissibility of the other party's claim.

Reassessment of the amount in dispute

- 15. The reassessment of the amount in dispute herein addressed is intended for payment of the arbitral costs and therefore, for administrative purposes, and may be performed at any time during arbitral proceedings.
- 16. The amount in dispute used as a basis for calculating the administration fees and arbitrators' fees may be reassessed by CAM-CCBC, with or without the recommendation of the Arbitral Tribunal, and will take into consideration documents and allegations submitted by the parties or preliminary decisions of the Arbitral Tribunal.
- 17. In the event of an increase in the amount in dispute, the parties shall, within the period indicated by the CAM-CCBC Secretariat, cover the amounts due. If the amount decreases, the Financial Department will make the proper refunds.

II. MAIN FEES

II.A. Registration Fee

- 18. The Registration Fee is the amount that must be paid to register new arbitration proceedings, with the presentation of a Request for Arbitration before the CAM-CCBC.
- 19. **Amount**: BRL 5,000 (five thousand Brazilian Reais), not subject to offsetting or reimbursement.
- 20. Party responsible for payment: Claimant.
- 21. **Expiration date for payment**: the deposit receipt must be submitted together with the Request for Arbitration.
- 22. **Payment method**: by bank payment slip or deposit slip.

II.B.Administration Fees

- 23. The Administration Fee is the CAM-CCBC's remuneration as the institution responsible for administering the proceedings.
- 24. **Party responsible for the advance**: the total administration fee due will be shared between Claimant and Respondent, on a 50/50 basis.
- 25. **Time limit for advance payment**: Due within 30 (thirty) days. For the Claimant, the period of time shall commence from the submission of the Request for Arbitration, and for the Respondent, from the end of the time limit for submission of the Answer to the Request for Arbitration.
- 26. Administration Fee: as shown in the table below:

Amount i	in dis	pute (BRL)				ration Fees of Difference		
4	,000,0	000			131,	994.46		
4,000,000	to	10,000,000	131,994.46	+	0.2639889%	of the value above	4,000,000	
10,000,000	to	18,000,000	147,833.80	+	0.2375900%	of the value above	10,000,000	
18,000,000	to	50,000,000	166,841.00	+	0.2111911%	of the value above	18,000,000	
50,000,000	to	100,000,000	234,422.16	+	0.1847922%	of the value above	50,000,000	
100,000,000	to	150,000,000	326,818.28	+	0.1319945%	of the value above	100,000,000	
150,000,000	to	300,000,000	392,815.51	+	0.0131994%	of the value above	150,000,000	
300,000,000	to	500,000,000	412,614.68	+	0.0065997%	of the value above	300,000,000	
500,000,000	to	1,000,000,000	425,814.13 + 0.0032999% of the value above 500,000,000					
Above 1,000,000,000 442,313.44 + 0.0016499% of the value above 1,000,000,						1,000,000,000		

(Table 1)

II.C. Arbitrators' Fees

27. Arbitrators' fees are the arbitrators' compensation.

28. **Three-person Arbitral Tribunal fees**: as per the table below. The President of the Arbitral Tribunal will receive 40% of the fees, and the other arbitrators will each receive 30% of the three-person arbitral tribunal fees.

Amount in dispute (BRL)					Three-Person Arbiti (BRL + % of d			
-		2,000,000		296,987	296,987.54			
2,000,000	to	4,000,000	296,987.54	+	4.949792268750%	of the value above	2,000,000	
4,000,000	to	10,000,000	395,983.38	+	3.563850433500%	of the value above	4,000,000	
10,000,000	to	18,000,000	609,814.41	+	1.187950144500%	of the value above	10,000,000	
18,000,000	to	50,000,000	704,850.42	+	0.395983381500%	of the value above	18,000,000	
50,000,000	to	100,000,000	831,565.10	+	0.356385043350%	of the value above	50,000,000	
100,000,000	to	150,000,000	1,009,757.62	+	0.237590028900%	of the value above	100,000,000	
150,000,000	to	300,000,000	1,128,552.64	+	0.158393352600%	of the value above	150,000,000	
300,000,000	to	500,000,000	1,366,142.67	+	0.118795014450%	of the value above	300,000,000	
500,000,000	to	1,000,000,000	1,603,732.70	+	0.098995845375%	of the value above	500,000,000	
1,000,000,000		-	2,098,711.92	+	0.079196676300%	of the value above	1,000,000,000	
(T + (T - n))								

(Table 2)

29. Sole Arbitrator's fees: as per the table below.

Amount in	disp	oute (BRL)			Sole arbitra (BRL + % of		
-		2,000,000			118,79	5.01	
2,000,000	to	4,000,000	118,795.01	+	1.97991690750%	of the value above	2,000,000
4,000,000	to	10,000,000	158,393.35	+	1.42554017340%	of the value above	4,000,000
10,000,000	to	18,000,000	243,925.76	+	0.47518005780%	of the value above	10,000,000
18,000,000	to	50,000,000	281,940.17	+	0.15839335260%	of the value above	18,000,000
50,000,000	to	100,000,000	332,626.04	+	0.14255401734%	of the value above	50,000,000
100,000,000	to	150,000,000	403,903.05	+	0.09503601156%	of the value above	100,000,000
150,000,000	to	300,000,000	451,421.05	+	0.06335734104%	of the value above	150,000,000
300,000,000	to	500,000,000	546,457.07	+	0.04751800578%	of the value above	300,000,000
500,000,000	to	1,000,000,000	641,493.08	+	0.03959833815%	of the value above	500,000,000
1,000,000,000		-	839,484.77	+	0.03167867052%	of the value above	1,000,000,000
(Table 3)							

(Table 3)

- 30. **Parties responsible for the advance**: the total fees due will be shared between Claimant and Respondent, on a 50/50 basis.
- 31. **Time limit for advance payment**: within 30 (thirty) days. For the Claimant, the period of time shall commence from the submission of the Request for Arbitration, and for the Respondent, from the end of the time limit for submission of the Answer to the Request for Arbitration.

II.D. Segregation of costs

- 32. The payment of the Main Fees follows, as a rule, the guidelines set out in the previous items (II.A, II.B and II.C).
- 33. However, there is an alternative for payment of the Main Fees called segregation, which may be chosen when there is disparity between the amounts of the parties' claims.
- 34. Segregation is a method of paying fees independently for each party involved in the proceedings: each party is responsible for paying 100% of the administration fee and 100% of the arbitrators' fees, based on the value of their own claims.

- 35. The general rule provides that the parties will each pay **50**% of the administration fee and **50**% of the arbitrators' fees based on the amount in dispute (i.e., the sum of all claims). However, under the segregation method, the amount due will be calculated based on the <u>value of each party's claims</u>, but each party will be responsible for paying **100**% of the administration fee and **100**% of the corresponding arbitrators' fees.
- 36. Thus, any party is entitled to choosing the segregation method to pay their fees based on the value of their claims. However, if segregation is not financially advantageous to the party requesting it, the segregation of the amounts in dispute will not be applied.
- 37. Once the requirement set out in item 36 is met, the enforcement of payment of fees under the segregation method does not depend on the assessment by the CAM-CCBC and on the agreement, *in casu*, of the other parties.

III. INCIDENTAL FEES

III.A. Expense Fund

- 38. The Expense Fund is established for expenses incurred in the administrative conduction of proceedings with the physical forwarding of documents and the hiring of support providers such as court reporting services and translators.
- 39. The Secretariat may request the constitution of the Expense Fund considering the planned arrangements.
- 40. **Party responsible for advance:** Claimant and Respondent.
- 41. **Time limit for advance payment**: as per invoices forwarded by the Financial Department.

III.B. Additional fees for clarifications to the arbitral award

- 42. The clarifications to the award provided for in Article 31 of the Rules shall only be issued after the advance payment of additional fees for the analysis thereof. The additional fees shall be paid in advance by the party requesting the clarification. If the clarifications are fully awarded, the advance fees will be returned to the party.
- 43. **Additional fees:** as shown in the table below.

Amou	Additional fees (BRL)		
-		10,000,000	25,000
10,000,000	to	50,000,000	35,000
50,000,000	to	150,000,000	45,000
150,000,000	to	500,000,000	55,000
500,000,000	to	-	65,000
(Table 4)			

44. In case of rejection of the requested clarifications, the President of the Arbitral Tribunal will receive 40% of the fees and the other arbitrators will receive the remaining amount equally divided, that is, 30% each; the Sole Arbitrator will

receive 100% of the additional fees deposited. Exceptionally, the CAM-CCBC, by request of the Arbitral Tribunal may justifiably set an increase in fees.

45. **Time limit for advance payment**: the deposit receipt must be submitted together with the request for clarification.

III.C. Special Committee fees

- 46. The Special Committee fees are the compensation of the members of the List of Arbitrators appointed pursuant to 14.3 of the Rules to decide on the challenges to arbitrators.
- 47. **Special Committee Fees** BRL 25,000 per arbitrator challenged. The President of the Special Committee shall receive 40% of the fees, and the other members of the Committee shall receive the remaining amount equally divided, i.e., 30% each. Exceptionally, the CAM-CCBC, by request of the Special Committee constituted, may justifiably set an increase in fees.
- 48. **Party responsible for advance:** Unless otherwise expressly and specifically stipulated, the fees shall be borne by the Party that raised the challenge, under penalty of termination of the challenge pursuant to Article 34.5 of the Rules.
- 49. **Time limit for advance payment**: The deposit receipt shall be submitted together with the challenge.

III.D. Expert fees

- 50. The expert fees are the remuneration of the expert professional hired for the production of specific technical evidence. The gross amount of the expert's fees shall be included in the expert's proposal and the party or parties responsible for the advance shall be determined by the Arbitral Tribunal.
- 51. The expert's fees shall be deposited by the parties in full prior to the commencement of the expert's work. Unless the Arbitral Tribunal expressly determines otherwise, expert fees shall be paid in advance regardless of the payment method submitted by the expert.

IV. COSTS OF OTHER PROCEEDINGS

IV.A. Expedited Arbitration

- 52. The cost of expedited procedures shall be calculated as set out in items IV.A.i to IV.A.iv if the following conditions are met cumulatively: (i) amount in dispute of less than BRL 3,000,000; and (ii) proceedings governed by Chapter XIII, Articles 36 and 37 of the Rules.
- 53. With the exception of item II.D on segregation of costs and the amendments provided for in items IV.A.i to IV.A.iv, all other provisions of this Schedule of Costs apply to the expedited procedure.

IV.A.i. Administration Fee of Expedited Arbitration

- 54. The Administration Fee of Expedited Arbitration is the remuneration of the CAM-CCBC as the institution responsible for the administration of the proceedings that meets the requirements set forth in item 52 of this Schedule of Costs.
- 55. **Party responsible for the advance**: the total administration fee due will be shared between Claimant and Respondent, on a 50/50 basis.
- 56. Time limit for advance payment: within 15 (fifteen) days from the notification of the Secretariat provided for in Article 37.2 of the Rules.
- 57. Administration Fee of Expedited Arbitration: as shown in the following table:

Amount in disp	ute (BRL)				inistration Fee % of Difference	
-	1,000,000				30,000	
1,000,000	2,000,000	30,000	+	0.90%	of the value above	1,000,000
2,000,000 to	3,000,000	39,000	+	0.90%	of the value above	2,000,000
(Table 5)						

IV.A.ii. Arbitrators' fees in Expedited Arbitration

- 58. The arbitrators' fees in the Expedited Procedure are the compensation of the arbitrators of the proceedings that meet the requirements set forth in item 52 of this Schedule of Costs.
- 59. **Party responsible for advance**: the total amount due by way of fees shall be shared between Claimant and Respondent, on a 50/50 basis.
- 60. Time limit for advance payment: within 15 (fifteen) days from the notification of the Secretariat provided for in Article 37.2 of the Rules.
- 61. Sole Arbitrator's fees in Expedited Arbitration: as per the table below.

Amount in	ite (BRL)			Sole Arbitrator (BRL + % of Dif			
-		1,000,000			45,000		
1,000,000		2,000,000	45,000	+	1.40%	of the value above	1,000,000
2,000,000	to	3,000,000	59,000	+	1.40%	of the value above	2,000,000
(Table	6)						

- (Table 6)
- 62. The maximum cost of administration fee and sole arbitrator's fees applied according to this Schedule of Costs is BRL 121,000.
- 63. Three-person Arbitral Tribunal fees in Expedited Arbitration: as per the table below.

Amount in	dispu	ıte (BRL)		F	ees of the Arbitral T (BRL + % of Differe		
-		1,000,000			119,999.70		
1,000,000		2,000,000	119,999.70	+	3.733324%	of the value above	1,000,000
2,000,000	to	3,000,000	157,332.94	+	3.733324%	of the value above	2,000,000
(Table	<u>کار</u>						

IV.A.iii. Special Committee on Expedited Arbitration

- 64. **Special Committee Fees in Expedited Arbitration:** BRL 10,000 per challenged arbitrator.
- IV.A.iv. <u>Additional fees for clarifications to the arbitral award rendered in</u> <u>Expedited Arbitration</u>

65. Additional Fee for clarifications to the arbitral award rendered in Expedited Arbitration: BRL 25,000.

IV.B. Emergency arbitrator

- 66. The party that requests the appointment of an emergency arbitrator, as provided by Article 21 of the Rules, shall deposit the amount of BRL 125,000 (one hundred and twenty-five thousand Brazilian Reais) at the time the Request is submitted, which includes:
- i. The Emergency Arbitrator's fees, in the amount of BRL 95,000;
- ii. CAM-CCBC's Administration fees, in the amount of BRL 25,000; and
- iii. Expense Fund in the amount of BRL 5,000.
- 67. Upon the Emergency Arbitrator's reasoned request or if deemed appropriate, the CAM-CCBC may increase or reduce the fees of the Emergency Arbitrator proceedings in view of the nature and complexity of the case and the work performed by the Emergency Arbitrator and the CAM-CCBC.
- 68. The Secretariat may request the establishment of an expense fund whenever necessary.
- 69. Fees associated with Emergency Arbitrator proceedings shall be determined and allocated between the parties by the Emergency Arbitrator, including those provided for in paragraph 66, as well as other expenses incurred by the parties in the course of the Emergency Arbitrator proceedings, notwithstanding the powers of the Arbitral Tribunal to make a final determination on the allocation of such costs.
- 70. If the Emergency Arbitrator proceedings are terminated prior to the rendering of an award, the CAM-CCBC Presidency shall decide on the amount to be reimbursed to the party that requested the appointment of an Emergency Arbitrator, if any. The BRL 25,000 administration fees will not be reimbursed in any event.

IV.C. Appointing Authority

71. In the event the CAM-CCBC Presidency acts as appointing authority in *ad hoc* arbitration, mediation and dispute avoidance and resolution committee proceedings, a fee of BRL 7,500 (seven thousand and five hundred Brazilian Reais) will be charged.

V. RULES AND ADMINISTRATIVE PROCEEDINGS RELATED TO FEES

V.A. Payment by the parties

- 72. The Main Fees (item II), Incidental Fees (item III) and the Costs of Other Proceedings (item IV) shall be paid by invoice (for payment in Brazil by bank payment slip or abroad by international remittance) issued by the Financial Department ("Financial Department") of the Chamber of Commerce Brazil-Canada ("CCBC"), which shall be in charge of receipt, allocation and payments.
- 73. All expenses are calculated in Brazilian Reais (BRL), currency of the Federative Republic of Brazil.
- 74. Should the parties estimate the amount of the dispute in foreign currency, the Financial Department will convert it to Brazilian Reais (BRL), considering the exchange rate on the date the Request for Arbitration is filed. If necessary, the Financial Department will request the necessary additions or make eventual refunds, considering the amount received in Brazilian Reais (BRL).
- 75. In all cases, the parties will bear the taxes and bank charges.
- 76. The Registration Fee should be deposited in the account below:

Banco Bradesco S.A. (237) Branch 3114-3 Câmara de Comércio Brasil-Canadá CNPJ 43.737.840/0001-44 Bank account No. 641656/0

- 77. Should the parties require a period of more than 10 (ten) calendar days from the issuance of the invoices for payment of the Main Fees, the request shall be informed in advance so that the Secretariat and the Financial Department can adjust their internal procedures.
- 78. The corporate name and the CNPJ (Brazilian Registry of Legal Entities)¹ used for invoicing will be those submitted by the parties.
- 79. The invoice and respective receipt will be issued and forwarded in electronic format to the parties counsels.
- 80. The CAM-CCBC has adopted the bank payment slip as the instrument to receive the fees charged.
- 81. Deposits will not be accepted, unless specifically instructed and/or authorized by the Secretariat of the CAM-CCBC. Authorized deposits will be recognized

¹ The "Cadastro Nacional da Pessoa Jurídica", which is Portuguese for National Registry of Legal Entities or most commonly known as CNPJ.

by the CCBC only after electronic delivery of the receipts and their proper identification.

- 82. According to the requirements of banking institutions, the CNPJ (Brazilian Registry of Legal Entities) or CPF (Brazilian Registry of Physical Persons)² number is mandatory for the issuance of bank payment slips.
- 83. For parties domiciled abroad and who consequently do not have a CNPJ or CPF number, the invoice will be issued considering international remittance as a form of payment to CCBC. Alternatively, and when reported by the parties within the period indicated in paragraph 84, payment may be made in Brazil provided that one of the parties responsible for collecting the amounts (party's representative or counsel in Brazil) is indicated.
- 84. The parties may request changes to the indicated billing method, taking into account that: (i) the request must be submitted within 3 (three) business days from the filing of the request for arbitration (Claimant/Requesting Party), or from its response (Respondent/Responding Party); and (ii) if the request to alter the billing method is granted by the Secretariat of CAM-CCBC, the chosen billing method will be applied in all future billings of the procedure.

V.B. Incentives to Mediation

- 85. As an incentive to resolve conflicts related to the performance or execution of a given contract, in accordance with CAM-CCBC Mediation Rules, the parties will be granted a discount on the amount due as Mediation Administration Fee as defined below.
- 86. Such discount shall be 100% of the Mediation Administration Fee if, after the mediation proceedings, the parties initiate arbitration proceedings before the CAM-CCBC; or 50% of the Mediation Administration Fee if the parties request, during the arbitral proceedings, the initiation of mediation proceedings.
- 87. If the mediation precedes the arbitration, the discount will be applied at the time of the payment of the arbitration proceeding fees and provided that the request for arbitration is filed within 12 (twelve) months as of the date of the signature of the termination of mediation.
- 88. If the arbitration precedes the mediation, the discount will be applied when the mediation fees are paid.
- 89. No discount will be applied to the Mediator's fees and to the expenses incurred by CAM-CCBC in the conduction of the proceedings.
- 90. Will be eligible for discount only those cases in which the subject matter and the parties, in both mediation and arbitration proceedings, are the same.
- 91. The discount will apply to parties that have provisioned the amounts due.

² The "Cadastro de Pessoas Físicas" which stands for Registry of Individuals or most commonly known as CPF.

V.C. Payment by CAM-CCBC to arbitrators and experts

- 92. Payment of fees to arbitrators and experts may be made to the arbitrator or expert personally or through a professional corporation of which the arbitrator and/or expert is a partner, provided that such payment falls within the scope of its corporate purpose.
- 93. If the arbitrator and/or the expert chooses to receive their fees as individuals, such information shall be submitted by the professional as soon as they undertake their role in the arbitration proceeding.
- 94. In the event of payment to individuals, the parties will bear the additional social security fees, which will be paid by CCBC (paying source for account and order of the parties) (Art. 22, I, of Brazilian Federal Law 9876/99).
- 95. Should the arbitrator and/or expert require payment through remittance abroad, the parties shall bear the taxes and bank fees, pursuant to Brazilian law.
- 96. The method for payment of fees chosen by the arbitrator or expert, whether a legal entity, individual or foreign remittance, shall remain in effect until the termination of the arbitration in progress.
- 97. The arbitrators' fees, fixed in a single installment proportional to the amount in dispute, shall be fully paid after the termination of jurisdiction.
- 98. The arbitrators may, as soon as notified by the CAM-CCBC Secretariat, withdraw up to 50% of the amount in advance, as described below:

No.	Description	%
1	After signing the Terms of Reference	20%
2	After the closing of the evidentiary hearing ³ or the closing of the evidentiary stage, if no hearing is required	30%
3	After termination of jurisdiction.	50%
Tota (Table	-	100%

99. In the event that a partial award is rendered after the closing of the evidentiary stage, the arbitrators may withdraw 25% of the amount in advance, as described below:

No.	Description	%
1	After signing the Terms of Reference	20%
2	After the closing of the evidentiary hearing ⁴ or the closing of the hearing if no hearing is required	30%
3	Upon issuance of a partial arbitral award	25%
4	After termination of jurisdiction.	25%
Tota	I	100%
(Table	9)	

 $^{^{\}rm 3}$ The closing of the evidentiary hearing is understood as the ruling that opens the time period for submitting the closing statements.

⁴ The closing of the evidentiary hearing is understood as the ruling that opens the time period for submitting the closing statements.

- 100. The arbitrators may submit their considerations to CAM-CCBC in order to adjust the proportions provided in Tables 8 and 9.
- 101. CAM-CCBC will analyze the arbitrators' considerations, taking into account the complexity of the case, the decisions rendered in the course of the arbitration, the dedication (hours worked) of the arbitrators, among other factors, and may change the percentage provided in such tables.

V.D. Fees in the event of replacement of an arbitrator during the arbitration proceeding

102. In the event of replacement during the arbitration proceeding, the payment of the arbitrators' fees shall be made according to the parameters described in the table below:

	Reference		
0%	0%	Up to 20%	Up to 50%
0%	0%	Up to 20%	Up to 50%

- (Table 10)
- 103. **Removal due to challenge:** In cases of removal of an arbitrator determined by a Special Committee constituted under Article 14 of the Rules, the members of the List of Arbitrators appointed to assess the challenge shall submit a proposal on the portion of the fees due and, if applicable, the possible return to the parties of amounts paid in advance.
- 104. **Recomposition of fees in cases of replacement of arbitrators:** In the cases in which it is necessary to replace arbitrators, the CAM-CCBC Secretariat shall forward to the parties the invoices for the advance of the supplementation of fees, considering the amounts paid to the replaced arbitrator.
- 105. **Appointment of an arbitrator with partial fees:** Upon request submitted by the parties in a justified manner, and authorization of the CAM-CCBC, the Secretariat may consult the substitute arbitrator on the possibility of acting in the proceeding receiving only the remaining provisioned fees.
- 106. **Removal due to supervening event attributable to the arbitrator:** Should the removal or resignation occur due to a supervening event attributable to the arbitrator, the CAM-CCBC shall decide on the final amount of the respective fees and, if applicable, determine the eventual refund of advance amounts.

107. **Consultation with the arbitrators:** In all the hypotheses cited above, the arbitrators will be consulted and may present their considerations to the CAM-CCBC aiming at the adequacy of the proportions described <u>above in this resolution</u>. The CAM-CCBC will analyze the arbitrators' considerations, considering the complexity of the case, decisions rendered in the course of the arbitration, report of hours worked, among others, and may change the percentage provided in the table above.

V.E. Early termination

- 108. In the event of early termination, whether by agreement, withdrawal from arbitration proceedings or default, the arbitrators' fees and the administration fee shall be charged according to the parameters set forth herein.
- 109. It should be noted that even if the proceedings are terminated early, the CAM-CCBC and the arbitrators may demand payment of the costs in court or outside of it, including by way of collection lawsuit. For the purposes of such cost collection, as provided for in item 8 of this Schedule of Costs, the administration fee, the arbitrators' fees, and other arbitration expenses are jointly and severally payable by the parties.
 - V.E.i. <u>Arbitrators' Fees</u>

	Before the Constitution of the Arbitral Tribunal	After the Arbitral Tribunal is constituted	After the specification of evidence (end of the postulation phase)	After the closure of the evidentiary hearing or closure of the of the evidentiary stage, when a hearing is not necessary.
Consent Award	-	50%	70%	100%
Waiver by the parties	0%	30%	50%	80%
(Table 11)				

110. The payment of fees to the arbitrators, in the event of early termination of the arbitration, shall be made according to the table below:

- 111. The arbitrators will be consulted and may submit their considerations to the CAM-CCBC in order to adjust these proportions.
- 112. The CAM-CCBC will analyze the arbitrators' considerations, considering the complexity of the case, the decisions rendered in the course of the arbitration, the dedication (hours worked) of the arbitrators, among other factors, and may change the percentage provided in the table.

V.E.ii. Administration Fees

113. The payment of the administration fee, in the hypotheses of early termination of the arbitration, will be made according to the following table:

No.	Description	%
1	After 30 (thirty) days from the submission of the request for arbitration	50%

No.	Description	%
2	After signing the Terms of Reference	80%
3	After the closing of the instruction hearing or the closure of the	100%
	instruction, when a hearing is unnecessary	
(Table		

- (Table 12)
- 114. Regardless of the hypotheses above, once the period of twenty-four (24) months from the submission of the Request for Arbitration is exceeded, the full amount of the administration fee is due.

V.F. Payment and default

- 115. The default in the payment of costs (paragraph 7) at any stage of the proceedings justifies its suspension by the CAM-CCBC or by the Arbitral Tribunal and may result in the termination of the arbitration proceedings.
- 116. In any event, unless otherwise directed, the collection procedure adopted by the CAM-CCBC's financial department in case of default consists in forwarding to the defaulting party's counsel up to two electronic communications requesting the collection of amounts.
- 117. In the event of non-payment (whether by refusal, absence of response or otherwise), the Secretariat will send a notice inviting the other parties to demonstrate within five (5) days their interest in advancing the amounts in default, in accordance with Article 35.1 of the Rules.
- 118. As a rule, in the event of multiple parties, the other Claimant(s), if the party in default is a Claimant; or the other Respondent(s), if the party in default is a Respondent, will be consulted first to inform if there is interest in advancing the amounts in default. Subsequently the counterparty or counterparties will receive such invitation.
- 119. If there is interest, the invoices for the payment of the overdue amounts will be sent to the party that was willing to pay the defaulter's expenses.
- 120. The collection will be made considering the estimated amount of the claims declared by the party in good standing, disregarding the value eventually estimated by the party in default to its claims, unless otherwise determined by the Arbitral Tribunal.
- 121. Once the advance payments have been confirmed by the counterparty, the Secretariat shall send a communication to the parties and to the arbitrators, pursuant to Article 35.2 of the Rules, in which case the Arbitral Tribunal shall consider that the claims of the defaulting party, if any, as withdrawn.
- 122. The party making payment on behalf of another party shall be registered in the proceedings as the party responsible for advancing all future expenses due by the defaulting party.

V.G. Costs Report

123. At the end of the proceeding, the CAM-CCBC will report to the parties on the use of the costs provided for in this Schedule of Costs and will refund to them the balance eventually determined.