

# **ARBITRATION RULES**

(Approved by an Extraordinary General Meeting of the Brazil-Canada Chamber of Commerce on September 1<sup>st</sup>, 2011, with amendments on April 28<sup>th</sup>, 2016)

(<http://www.ccbc.org.br/Materia/1067/regulamento>)

## Explanatory Note

The amendments on the CAM-CCBC's Arbitration Rules, approved by an Extraordinary General Meeting of the Brazil-Canada Chamber of Commerce on April 28, 2016, have a purely administrative nature.

As formally noted in the minutes recorded in the 4<sup>th</sup> Registry of Legal Entities on May 27, 2016 under No. 651484, "*(...) (iii) changes in the Arbitral Rules of CAM-CCBC, changing the acronym CAM/CCBC to CAM-CCBC; the expansion and reappointment of the list of arbitrators, and the removal of Chapter V - Mediation;(...)*" were approved without any reservations or restrictions.

The Board of Directors and the Advisory Committee of CAM-CCBC consider that the amendments have no impact on the administration of the arbitration proceedings, consisting solely of relevant revisions to the intern administration of CAM-CCBC.

To better understand the extension of the amendments, below are the changes made:

- Change of acronym from CAM/CCBC to CAM-CCBC
- The following were removal:
  - the number of arbitrators referred to in Article 3.1
  - the definite article "the" from the expression "the reappointment allowed" in Article 3.1
  - Chapter V of the CAM-CCBC's Arbitration Rules

## CAM-CCBC ARBITRATION RULES

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## CHAPTER I – THE CAM-CCBC

### ARTICLE 1 - SCOPE OF APPLICATION OF THE RULES

1.1 These Rules are binding on parties who have decided to submit a dispute to the Center for Arbitration and Mediation of the Chamber of Commerce Brazil-Canada, which is abbreviated as CAM-CCBC.

1.2. Any variation to these Rules that may have been agreed to by the parties in their respective proceedings will apply only to the specific case and so long as it does not affect any provision regarding the administrative organization of the CAM-CCBC nor the conduct of its duties.

### ARTICLE 2 - NAME, HEAD OFFICE, PURPOSE AND COMPOSITION OF THE CAM-CCBC

2.1. The CAM-CCBC will operate under this name and have its head office in the city of São Paulo, state of São Paulo, without prejudice to the possibility that it administers proceedings that take place at any other location in Brazil or abroad, as provided in article 9.1 of these Rules.

2.2. By performing the acts and services provided for in these Rules, the CAM-CCBC's purpose is to administer arbitration, mediation and other dispute resolution proceedings that are submitted to it by the interested parties, regardless of whether or not they are members of the Chamber of Commerce Brazil-Canada, hereinafter referred to simply as the Chamber, and regardless of their nationality, domicile or origin.

2.3. The CAM-CCBC can become a member of associations or bodies that represent arbitration or mediation institutions, or associate with other counterpart institutions in Brazil and abroad, and maintain exchange agreements with them.

2.4. The CAM-CCBC governing bodies are:

- (a) The Executive Committee, consisting of one (1) President, five (5) Vice Presidents and one (1) General Secretary, who are responsible for its administration, in keeping with the specific duties established in these Rules.
- (b) The Advisory Committee, consisting of the former Presidents of the CAM-CCBC, as permanent members, and of at least five (5) representatives of the List of Arbitrators, chosen by the permanent members, with a term in office of two (2) years, with reelection being allowed.

2.5. The President of the CAM-CCBC will be elected by the General Meeting of the Chamber to a term in office of two (2) years, with reelection allowed, and the other members of the Executive Committee will be appointed by the

President.

2.6. The duties of the President of the CAM-CCBC are to:

- (a) Represent the CAM-CCBC;
- (b) Convene and chair the meetings of the Executive Committee and convene the meetings of the Advisory Committee;
- (c) Issue Administrative Resolutions;
- (d) Approve Rules and norms related to other methods of alternative dispute resolution;
- (e) Apply these Rules and have them applied;
- (f) Issue complementary rules to resolve doubts and provide guidance for the application of these Rules, including in cases of gaps;
- (g) Appoint arbitrators in ad hoc arbitrations, upon request from interested parties;
- (h) Appoint arbitrators in the cases provided for in these Rules;
- (i) Decide on the extension of time periods that do not fall within the authority of the Arbitral Tribunal, as well as those in reference to the appointment of arbitrators and mediators;
- (j) Appoint arbitrators, mediators and specialists to be members of the respective lists of professionals;
- (k) Perform other duties provided for in these Rules.

2.7. The President of the CAM-CCBC can, without prejudice to the authority of the Advisory Committee, form Commissions to conduct studies and make specific recommendations for the purpose of developing and improving the CAM-CCBC's activities.

2.8. It falls upon the President of the CAM-CCBC to hear the Advisory Committee in the cases expressly referred to in these Rules. The President can convene the Advisory Committee whenever he or she believes it necessary.

2.8.1. The Advisory Committee can also be convened by two (2) Vice Presidents, jointly, in instances where the Advisory Committee should be heard and has not been regularly convened by the President.

2.9. The Vice Presidents' duties are to:

- (a) Substitute for the President of the CAM-CCBC, as designated by the President, when he or she is absent or prevented from performing his or her duties;
- (b) Assist the President in the performance of his or her duties;
- (c) Convene the meetings of the Advisory Committee, in the situations and manner provided for in article 2.8.1.;
- (d) Perform duties assigned to them by the President.

2.10. The General Secretary's duties are to:

- (a) Maintain, under his or her responsibility, the CAM-CCBC's records and

documents;

- (b) Be responsible for the supervision and coordination of the CAM-CCBC's administrative activities;
- (c) See to the progress of the proceedings administered by the CAM-CCBC, especially in regard to meeting deadlines, as well as to perform the duties that are given him or her by the President;
- (d) Take part, as a subsidiary duty, in the organization of events connected with spreading awareness of arbitration and of the CAM-CCBC's activities, as well as in other administrative tasks, such as the Quality Management System.

2.11. The Advisory Committee shall assist the CAM-CCBC's President in his or her duties, whenever he or she so requests, as well as suggest measures that strengthen the institution's prestige and the good quality of its services.

2.12. The Advisory Committee will meet regularly one (1) time every four months and, extraordinarily, whenever convened by the President or by two (2) Vice Presidents.

### ARTICLE 3 - LIST OF ARBITRATORS

3.1. The List of Arbitrators is constituted of professionals domiciled in Brazil or abroad, with flawless reputation and recognized legal expertise, who are appointed by the President of the CAM-CCBC, with the Advisory Committee being heard, for a period of five (5) years, with reappointment allowed.

3.2. The President of the CAM-CCBC, with the Advisory Committee being heard, can replace any member of the List of Arbitrators.

## CHAPTER II – THE ARBITRATION PROCEEDINGS

### ARTICLE 4 - COMMENCEMENT OF THE ARBITRATION

4.1. The party desiring to commence an arbitration will notify the CAM-CCBC, through its President, in person or by registered mail, providing sufficient copies for all the parties, arbitrators and the Secretariat of the CAM-CCBC to receive a copy, enclosing:

- (a) A document that contains the arbitration agreement, providing for choice of the CAM-CCBC's to administer the proceedings;
- (b) A power of attorney for any lawyers providing for adequate representation;
- (c) A summary statement of the matter that will be the subject of the arbitration;
- (d) The estimated amount in dispute;
- (e) The full name and details of the parties involved in the arbitration; and
- (f) A statement of the seat, language, law or rules of law applicable to the arbitration under the contract.

4.2. The party will attach proof of payment of the Registration Fee together with the notice, in accordance with article 12.5 of the Rules.

4.3. The Secretariat of the CAM-CCBC will send a copy of the notice and respective documents that support it to the other party, requesting that, within fifteen (15) days, it describe in brief any matter that may be the subject of its claim and the respective amount, as well as comments regarding the seat of arbitration, language, law or rules of law applicable to the arbitration under the contract.

4.4. The Secretariat of the CAM-CCBC will send both parties a copy of these Rules and the list of the names of the members of the List of Arbitrators, inviting them to, within fifteen (15) days, each appoint one (1) arbitrator and, optionally, one (1) alternate to constitute the Arbitral Tribunal.

4.4.1. The parties can freely appoint the arbitrators who will constitute the Arbitral Tribunal. However, if a professional who is not a member of the List of Arbitrators is appointed, the appointment must be accompanied by that person's résumé, which will be submitted for the approval of the President of the CAM-CCBC.

4.5. Before the Arbitral Tribunal is constituted, the President of the CAM-CCBC will examine objections regarding the existence, validity or effectiveness of the arbitration agreement that can be immediately resolved, without the production of evidence, and will examine requests regarding joinder of claims, under article 4.20. In both cases, the Arbitral Tribunal, once it is constituted, will decide on its jurisdiction, confirming or modifying the decision previously made.

4.6. The Secretariat of the CAM-CCBC will inform the Parties and the arbitrators of the appointments made. At the same time, the arbitrators who are appointed will be asked to fill out CAM-CCBC's Conflict of Interest and Availability Questionnaire, referred to simply as the Questionnaire, within ten (10) days.

4.6.1. The Questionnaire will be prepared by the CAM-CCBC's Executive Committee, together with the Advisory Committee. Its purpose will be to gather information about the arbitrators' impartiality and independence, as well as time availability and other information related to their duty of disclosure.

4.7. The answers to the Questionnaires and any material facts will be sent to the Parties, after which they will have ten (10) days to submit comments.

4.8. If the parties raise an objection related to the independence, impartiality or any material issue in regard to an arbitrator, the arbitrator involved will have ten (10) days to submit comments, after which the parties will have ten (10) days to present any challenge, which will be processed under article 5.4.

4.9. Upon expiration of the time periods in articles 4.7 and 4.8, the Secretariat of the CAM-CCBC will notify the arbitrators appointed by the parties, who must, within fifteen (15) days, choose the third arbitrator from among the members of the List of Arbitrators, to act as President of the Arbitral Tribunal.

4.9.1. The expression "Arbitral Tribunal" applies without distinction to a Sole Arbitrator and an Arbitral Tribunal.

4.9.2. On an exceptional basis and based on a reasoned justification and approval of the President of the CAM-CCBC, the arbitrators chosen by the parties can appoint a person who is not a member of the List of Arbitrators as President of the Arbitral Tribunal.

4.10. In the event of a successful challenge to or the resignation of an appointed arbitrator, the Secretariat of the CAM-CCBC will notify the party to make a new appointment within ten (10) days.

4.11. The Secretariat of the CAM-CCBC will inform the Parties and the arbitrators regarding the appointment of the arbitrator who will act as President of the Arbitral Tribunal, requesting that the appointed arbitrator state his or her acceptance in the manner and by the time provided for in article 4.6.

4.12. If either of the parties fails to appoint an arbitrator or the arbitrators appointed by the party fail to appoint the third arbitrator, the President of the CAM-CCBC will make this appointment from among the members of the List of Arbitrators.

4.13. If the arbitration agreement states that the arbitration proceedings will be conducted by a sole arbitrator, the sole arbitrator must be appointed by agreement between the parties, within fifteen (15) days from notification by the Secretariat. Upon expiration of this time period, if the parties fail to appoint the sole arbitrator or to agree on his or her appointment, the President of the CAM-CCBC will appoint the sole arbitrator, with observance of article 4.12.

4.13.1. The parties can freely appoint the sole arbitrator. However, if a person who is not a member of the List of Arbitrators is appointed, the appointment must be accompanied by the person's résumé, which will be submitted for the approval of the President of the CAM-CCBC.

4.13.2. The commencement and conduct of an arbitration with a sole arbitrator will follow the same procedures under these Rules as for an arbitration conducted by an Arbitral Tribunal.

4.14. The Secretariat will notify the arbitrators to sign the Statement of Independence within ten (10) days, which will demonstrate formal acceptance of the arbitrators' duties, for all purposes, and the parties will be notified for the

preparation of the Terms of Reference.

4.15. In proceedings in which one of the parties has its head office or domicile abroad, either of them can request that the third arbitrator be of a nationality different from those of the parties involved. The President of the CAM-CCBC, with the Advisory Committee being heard, will evaluate the necessity or convenience of granting the request in each particular case.

4.16. In arbitration cases with multiple parties as claimants and/or respondents, if there is no consensus regarding the appointment of an arbitrator by the parties, the President of the CAM-CCBC shall appoint all the members of the Arbitral Tribunal, designating one of them to act as President, with observance of the requirements of article 4.12 of these Rules.

4.17. The parties will sign the Terms of Reference together with the arbitrators, a representative of the CAM-CCBC and two witnesses.

4.18. The Terms of Reference will contain:

- (a) Name and details of the parties and arbitrators;
- (b) Seat of arbitration;
- (c) The transcription of the arbitration agreement;
- (d) If applicable, authorization for the arbitrators to decide ex aequo et bono;
- (e) The language in which the arbitration will be conducted;
- (f) Subject matter of the dispute;
- (g) Applicable law;
- (h) The claims of each of the parties;
- (i) Amount in dispute;
- (j) Express acceptance of liability for the payment of the administrative costs for the proceedings, expenses, experts' fees and arbitrators' fees upon request of the CAM-CCBC.

4.19. The absence of any of the parties regularly convened to appear at the initial meeting or its refusal to sign the Terms of Reference will not prevent the normal course of the arbitration.

4.20. If a request for the commencement of an Arbitration is submitted and has the same purpose or same cause of action as an arbitration currently proceeding at the CAM-CCBC or if the same parties and causes of action are present in two arbitrations, but the subject matter of one, because it is broader, includes that of the others, the President of the CAM-CCBC can, upon request of the parties, up to the time the Terms of Reference are signed, order joinder of the proceedings.

4.21. The Parties can change, modify or amend the claims and causes of action until the date the Terms of Reference are signed.

## ARTICLE 5 - ARBITRAL TRIBUNAL

5.1. Members of the List of Arbitrators and/or others designated by the parties can be appointed as arbitrators, with the provisions of article 4.4.1 of these Rules, the CAM-CCBC Code of Ethics and the requirements of independence, impartiality and availability always being observed.

5.2. A person cannot be appointed as an arbitrator if he or she:

- (a) Is a party to the dispute;
- (b) Has participated in the resolution of the dispute as legal representative for one of the parties before a judicial authority, testified as a witness, served as an expert or presented an opinion;
- (c) Is a spouse or relative, whether by blood or marriage, as an ancestor, descendent or collaterally, to the third degree, of one of the parties;
- (d) Is a spouse or relative, whether by blood or marriage, as an ancestor, descendent or collaterally, to the second-degree, of the attorney or representative of one of the parties;
- (e) Participates in a management or administrative body of a corporate entity that is a party to the litigation or is a shareholder or partner;
- (f) Is a personal friend or enemy of one of the parties;
- (g) Is a creditor or debtor of one of the parties or of his or her spouse or of relatives, whether ancestors, descendants or collaterally, to the third degree;
- (h) Is a presumptive heir, legatee, employer or employee of one of the parties;
- (i) Receives gifts before or after the dispute begins, advises one of the parties regarding the subject matter of the case or provides funds to cover the expenses of the proceedings;
- (j) Has a direct or indirect interest in the decision of the dispute in favor of one of the parties;
- (k) Has served as a mediator or conciliator in the dispute before the commencement of arbitration, unless expressly agreed to by the parties;
- (l) Has an economic interest related to any of the parties or their lawyers, unless there is express agreement of all parties.

5.3. It falls upon the Arbitrator to disclose, at any time, if he or she is prevented from acting and to refuse the appointment or tender a resignation.

5.4. The parties can challenge the arbitrators for lack of independence or impartiality or for other justified reason within fifteen (15) days from awareness of the fact. The challenge will be decided by a Special Committee composed of three (3) members of the List of Arbitrators appointed by the President of the CAM-CCBC.

5.5. If in the course of the proceedings there should arise any cause that prevents an arbitrator from acting or if an arbitrator should die or become incapacitated, that arbitrator will be replaced by another arbitrator appointed by the same party. If the President of the Arbitral Tribunal should become prevented from acting, he or she will be replaced by another President appointed

by the other arbitrators. In either case, if an appointment fails to be made, the President of the CAM-CCBC will make the appointment.

## ARTICLE 6 - NOTICES AND TIME PERIODS

6.1. Unless expressly provided otherwise, all communications, notices or the like will be made to the representatives appointed by the party, at the addresses informed by the representatives.

6.2. For all purposes of these Rules, the communications, notices or the like will be made by letter, fax, e-mail or equivalent means, with confirmation of receipt.

6.3. Any and all documents addressed to the Arbitral Tribunal will be sent to the Secretariat of the CAM-CCBC, with sufficient copies for each arbitrator and representative of the parties, as well as an additional copy for the CAM-CCBC case file, unless otherwise agreed by the parties.

6.4. The time periods provided in these Rules can be extended, at the discretion of the Arbitral Tribunal.

6.5. If no time period is stated in these Rules or established by the Arbitral Tribunal, the time period will be ten (10) days.

6.6. A time period is counted in calendar days and will be counted so as to exclude the day of receipt of the notice and include the day on which the deadline expires.

6.6.1. A time period only begins to run on the first business day after notice.

6.6.2. A time period will be considered to extend to the next business day if it expires on a day during which the CAM-CCBC is not open for business.

## ARTICLE 7 – PROCEDURE

7.1 Upon commencement of the arbitration, as provided in article 4.14, the Secretariat of the CAM-CCBC will notify the parties and the arbitrators for the signing of the Terms of Reference, which must take place within thirty (30) days.

7.1.1. The Terms of Reference can establish the initial timetable for the proceedings, established by agreement among the parties and the Arbitral Tribunal.

7.2. The arbitration briefs will be presented by the time agreed to by the parties or, if none is agreed to, that established by the Arbitral Tribunal. If none is established, they must be presented concurrently within at most thirty (30) days from the date the meeting to sign the Terms of Reference is held.

7.3. During the five (5) days after receiving the parties' arbitration briefs, the Secretariat of the CAM-CCBC will send the respective copies to the arbitrators and to the parties, the latter of which will present their respective answers within twenty (20) days, unless another time period is established in the Terms of Reference.

7.3.1. Rebuttals and Surrebuttals can be presented, at the discretion of the parties and of the Arbitral Tribunal, in the manner and by the times established in article 7.3.

7.4. Within ten (10) days from receipt of the documents mentioned above, the Arbitral Tribunal will evaluate the status of the proceedings and order, if judged necessary, the production of evidence.

7.4.1. It will be the responsibility of the Arbitral Tribunal to grant and establish the burden of evidence it considers useful, necessary and appropriate in the manner and order held to be convenient under the circumstances.

7.5. The proceedings will continue in the absence of any of the parties provided that, having been properly notified, that party does not appear.

7.5.1. The arbitration award cannot be based on the default of a party.

7.6. Aspects of a technical nature involved in the arbitration proceedings can be the subject of expert examination or clarifications presented by specialists appointed by the parties, who can be convened to testify at a hearing, as decided by the Arbitral Tribunal.

7.7. When the evidentiary phase is concluded, the Arbitral Tribunal will establish a time of up to thirty (30) days for the parties to present their closing arguments.

7.8. The Arbitral Tribunal will adopt the necessary and convenient measures for the appropriate conduct of the proceedings, observing the right to fully defend oneself and the right to dispute the allegations of the other party, as well as the equal treatment of the parties.

## ARTICLE 8 - PROVISIONAL MEASURES

8.1. Unless the parties have otherwise agreed, the Arbitral Tribunal can grant provisional measures, both injunctive and anticipatory, that can, at the discretion of the Arbitral Tribunal, be subject to the provision of guarantees by the requesting party.

8.2. If there is an urgent matter and the Arbitral Tribunal has not yet been

constituted, the parties can seek provisional or injunctive measures from the competent judicial authority, if another manner has not been expressly agreed by them. In this case, the parties must inform the CAM-CCBC of the decisions.

8.2.1. As soon as the Arbitral Tribunal is constituted, it will have the authority to uphold, amend or revoke the previously granted measures.

8.2.2. A request made by one of the parties to a judicial authority to obtain these measures, or the enforcement of similar measures granted by an Arbitral Tribunal, will not be considered a violation of, or waiver to, the arbitration agreement and will not interfere with the jurisdiction of the Arbitral Tribunal.

## ARTICLE 9 - SEAT OF ARBITRATION, APPLICABLE LAW AND LANGUAGE

9.1. The arbitration can be seated at any place in Brazil or abroad.

9.2. If the parties have not indicated the seat of the arbitration, if there is not agreement regarding the seat or if the designation is incomplete or obscure, the President of the CAM-CCBC can, if necessary, determine the seat on a provisional basis, falling upon the Arbitral Tribunal, once it is constituted, to definitively decide regarding the seat of the arbitration, after the parties have been heard.

9.3. The acts of the arbitration proceedings can occur at a place different from the seat of the arbitration, at the discretion of the Arbitral Tribunal.

9.4. The parties will be able to choose the rules of law to be applied by the Arbitral Tribunal to the merits of the dispute. In case of omission or divergence, it falls upon the Arbitral Tribunal to decide in this regard.

9.4.1. Permission for the Arbitral Tribunal to decide ex aequo et bono must be expressed either in the arbitration agreement or in the Terms of Reference.

9.5. The arbitration will be conducted in the language agreed by the Parties.

9.5.1. If there is no agreement, the Arbitral Tribunal will choose the language, taking into consideration all relevant circumstances, including the contract.

## ARTICLE 10 - ARBITRAL AWARD

10.1. The Arbitral Tribunal will issue the arbitral award within sixty (60) days from receipt by the arbitrators of the final arguments presented by the parties (or of their notification that the referred time period has expired), unless another time period is established in the Terms of Reference or agreed to with the

parties.

10.1.1. The time period in the article above can be extended by up to thirty (30) days, at the discretion of the President of the Arbitral Tribunal.

10.2. The arbitral award can be partial or final.

10.2.1. In the event of a partial award, the Arbitral Tribunal will indicate the later procedural steps necessary for the preparation of the final award.

10.3. The arbitral award will be expressed in a written document.

10.3.1. Where there is an Arbitral 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 will prevail.

10.3.2. The arbitration award will be reduced to writing by the President of the Arbitral Tribunal and signed by all the arbitrators. If one or more of the arbitrators do not sign the award, it will fall upon the President of the Arbitral Tribunal to state that fact.

10.3.3. An arbitrator who dissents from the majority can explain his or her dissenting vote, which will be included in the arbitration award.

10.4. The arbitration award must contain:

- (a) The facts, with the parties' names and a summary of the dispute;
- (b) The reasons for the decision, which will address both questions of fact and of law, with an express statement that it was issued ex aequo et bono, when that is the case;
- (c) The order, with all the specifications and time assigned for performance, when appropriate;
- (d) The day, month and year on which it was issued and the seat of the arbitration.

10.4.1. The award will also contain, where appropriate, the parties' liability for the administrative costs, arbitrators' fees, expenses, and attorneys' fees, as well as the respective apportionment, also observing that which was agreed by the parties in the Terms of Reference.

10.5. Once the final arbitral award is issued and the parties notified, the arbitration will be considered closed, unless there is a request for clarification as provided in the following article, in which case jurisdiction will be extended until the respective decision.

10.5.1. The President of the Arbitral Tribunal will send the original copies of the decision to the Secretariat of the CAM-CCBC, who will send them to the parties.

10.6. The parties can, within fifteen (15) days from the date they receive the arbitral award, request clarifications regarding any contradiction, omission or obscurity by request directed to the Arbitral Tribunal.

10.6.1. The Arbitral Tribunal will decide during the following ten (10) days, counted from their notification regarding the request for clarification.

10.7. None of the arbitrators, or the CAM-CCBC or the people connected to the Chamber, are liable to any persons for any acts, facts or omissions related to the arbitration.

10.8. If the parties reach a settlement during the arbitration proceedings, putting an end to the dispute, the Arbitral Tribunal, upon request of the parties, will record that agreement in an arbitral award.

## ARTICLE 11 - COMPLIANCE WITH THE ARBITRAL AWARD

11.1. 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 will be liable for the harm caused to the prevailing party.

11.2. If the arbitral award is not complied with, the injured party can communicate this fact to the CAM-CCBC so that it can disclose this fact to other arbitration institutions and chambers of commerce or analogous entities in Brazil or abroad.

11.3. Upon written request from any of the parties or of the arbitrators, the CAM-CCBC can provide copies of documents regarding the arbitration proceedings that are necessary to start court proceedings directly related to the arbitration.

11.4. The case file of the arbitration proceedings will remain in the CAM-CCBC's archives for five (5) years from the closing of the arbitration. Within this period, an interested Party can request, at its expense, a copy of the arguments and documents it wishes.

## CHAPTER III – COSTS AND EXPENSES

### ARTICLE 12 - ARBITRATION EXPENSES

12.1. The CAM-CCBC will maintain a table of administrative fees and arbitrators' fees, referred to simply as the Table of Expenses. The manner the Table of Expenses is applied and its content can be periodically revised by an act of the

President of the CAM-CCBC.

12.2. The Administrative Fee owed to the CAM-CCBC will be required from the claimant from the date the notice to the President is filed requesting commencement of arbitration, and from the respondent from the date it is notified.

12.3. In an arbitration in which there are multiple parties, as claimants or as respondents, each of them, separately, must pay in full the Administrative Fee owed as a result of the services performed by the CAM-CCBC.

12.3.1. If more than one party on the same side is represented by the same lawyers, each one of them will have a fifty percent (50%) discount on the amount for the Administrative Fee owed to the CAM-CCBC.

12.4. Fulfillment of the provisions contained in the Table of Expenses will be mandatory for the parties and for the arbitrators.

12.5. At the time of presentation of the notice for commencement of arbitration, the claimant must pay to the CAM-CCBC the Registration Fee, in the amount stated in the Table of Expenses, which cannot be set off or reimbursed.

12.6. After receipt of the notice for commencement of arbitration, the parties will be notified to pay the Administrative Fees in advance for the first ten (10) months of the proceedings.

12.6.1. At the same time, the Secretariat of the CAM-CCBC can request that the claimant pay the estimated expenses in advance when the Terms of Reference are signed. This payment can be set off when the expense fund is established under article 12.8 of these Rules.

12.7. Each party will deposit with the CAM-CCBC its portion of the amount of the arbitrators' fees, corresponding to a minimum number of hours established in the Table of Expenses or a percentage of the amount in dispute. This deposit must be made by the time established in the Table of Expenses.

12.8. After the Terms of Reference are signed, the Secretariat of the CAM-CCBC will be able to request that the parties make advance payment of the estimated expenses for the proceedings to establish an expense fund, with the amount paid by the claimant being set off under article 12.6.1 of these Rules.

12.9. All the expenses that are incidental to, or incurred during, the arbitration will be paid in advance by the party who requested the act, or by the parties, equally, if resulting from acts requested by the Arbitral Tribunal.

12.10. In the event that the Administrative Fees, arbitrators' fees and experts' fees or any arbitration expenses are not paid, one of the parties will have the

option of making the payment for the other's account, by a time to be established by the Secretariat of the CAM-CCBC.

12.10.1. If the payment is made by the other party, the Secretariat of the CAM-CCBC will give notice to the parties and to the Arbitral Tribunal, in which case the latter will consider the claims, made by the party which failed to pay, withdrawn, if any.

12.10.2. If neither of the parties is willing to make payment, the proceedings will be stayed.

12.11. Once the proceedings have been stayed for thirty (30) days for lack of payment, without either of the parties effectuating the provision of funds, the proceedings can be terminated, without prejudice to the right of the parties to present a request for the commencement of new arbitration proceedings seeking resolution of the dispute, so long as the amounts in arrears are paid.

12.12. Independently of the provisions in articles 12.10 and 12.11 of these Rules, the CAM-CCBC can demand payment, in court or out of it, of the Administrative Fees, arbitrators' fees or expenses, which will be considered liquidated debts, and can collect them through judicial execution, together with interest and inflation adjustment, as provided in the Table of Expenses.

12.12.1. The experts' work will not begin before the full amount of their fees is deposited, even if payment to the experts is effectuated in a different manner.

12.13. The Special Committee provided for in article 5.4 of these Rules can only be established on payment of the amounts stated in the Table of Expenses. Unless otherwise expressly and specifically provided, the fees must be paid by the party who brought the challenge.

12.14. The president of the CAM-CCBC can order reimbursement of amounts that the institution has advanced or of expenses it has endured, as well as the payment of all fees or charges owed and not paid by any of the parties.

## CHAPTER IV – GENERAL PROVISIONS

### ARTICLE 13 – INTERPRETATION

13.1. The arbitrators will interpret and apply these Rules in all matters concerning their authority and duties.

13.2. Majority rule will also be followed for interim decisions that fall upon the Arbitral Tribunal, including regarding the interpretation and application of these Rules.

13.3. The arbitrators can submit a question regarding the interpretation of the provisions of these Rules to the President of the CAM-CCBC, without prejudice to the provisions in article 2.6.(f).

13.4. The CAM-CCBC Code of Ethics is an integral part of these Rules for all purposes of law and should be used, as a secondary source, for the interpretation of the provisions of these Rules.

#### ARTICLE 14 – CONFIDENTIALITY

14.1. The arbitration proceedings are confidential, except for the situations provided for in statute or by express agreement of the parties or in light of the need to protect the right of a party involved in the arbitration.

14.1.1. For the purposes of research and statistical surveys, the CAM-CCBC reserves the right to publish excerpts from the award, without mentioning the parties or allowing their identification.

14.2. Members of the CAM-CCBC, the arbitrators, the experts, the parties and others who participate are prohibited from disclosing any information to which they have had access as a result of their role or participation in the arbitration proceedings.

#### ARTICLE 15 - ENTER INTO FORCE

15.1. These Rules, approved by an Extraordinary General Meeting of the Chamber of Commerce Brazil-Canada held on September 1, 2011, will enter into force on January 1, 2012, except for articles 2 and 3 of these Rules, which will enter into force from September 1, 2011.

15.2. These Rules revoke the former ones, which were approved on July 15, 1998.

15.3. Unless otherwise agreed by the parties, the CAM-CCBC Rules in force on the date the notification described in article 4.1 is filed will apply.

15.4. At the parties' option, any arbitration filed before January 1, 2012, but whose Terms of Reference are signed after the beginning of the enter into force of these Rules, can also be governed by them.