

CHAPTER I

GENERAL PROVISIONS

Section 1. The instant Dispute Board Regulations are applied to the institution and functioning of Dispute Boards in order to prevent, manage and/or solve disputes in the enforcement of contracts any and all times parties stipulate the adoption of the Regulations hereof.

Sole Paragraph. The Dispute Board is not an Arbitral Tribunal and the statements thereof do not have the effects of a court ruling.

Section 2. In these Regulations, the meanings hereunder are ascribed to the following terms:

I – CAMES Brazil – CAMES headquarters in charge of supervision of local chapters;

II – Local CAMES – CAMES branch operating in a given Territory, bound to CAMES Brazil; and

III – PACTO System – CAMES electronic proceeding system where the dispute board proceeding will necessarily be conducted;

IV – Dispute Board: proceeding for dispute solution and prevention of disputes of review, adjudicative or hybrid nature, formed by a 3-member board, or by a Board composed by 1 (one) member;

V – Contract: instrument executed by the parties in which there is a provision for a Dispute Board during the development or execution of the contract;

VI – Dispute: controversy, conflict or divergence arising out of the contract that is submitted to the Dispute Board for resolution;

VII – Decision: binding determination issued by the Dispute Board concerning the dispute submitted thereto, which must be complied with immediately by the parties;

VIII – Parties: subjects or persons in the contract that stipulates the use of the Dispute Board;

IX – Recommendation: non-binding statement issued by the Dispute Board as to the dispute submitted thereto; and

X – Term of Establishment of the Board: document signed by the parties and the member or members to the Dispute Board for the commencement of the activities of the Board.

Section 3. The Dispute Board may have review, adjudicative or hybrid nature, under the subsections hereof, depending on the powers vested therewith by the executed agreement:

I – The Review Board is vested with the power of issuing non-binding recommendations to the disputing parties;

II – The Adjudication Board is vested with the power of issuing contractually binding decisions on the disputing parties; and

III – The Hybrid Board may issue both Recommendations and Decisions on disputes, and it is the requesting party’s duty to establish the review or adjudication competence.

Sole Paragraph. The decisions issued by the Board may be submitted to arbitration in the event one of the parties is dissatisfied with the decision. The arbitration will be conducted by CAMES unless otherwise stipulated in the agreement.

Section 4. The Board may act permanently in monitoring the execution of the contract, or upon request of the parties for specific and punctual disputes.

§ 1. The Dispute Board may be formed at the moment the contract is entered into or after the execution thereof, remaining active during the entire period the contract is in force, regardless of the existence of a dispute.

§ 2. The ad hoc Dispute Board will be formed only when a dispute is formally submitted, and remains active until the issuance of a final statement or end of applicable procedures.

§ 3 . The Permanent Board and the ad hoc Board may be composed by only 1 (one) member, and in this case it will be named a Sole Member Board, with only the President of the entity.

§ 4. Unless otherwise agreed by the parties, members of the ad hoc Board will be automatically reconducted to solve a possible new dispute concerning the same agreement.

Section 5. The Procedures of the Dispute Board must comply with CAMES Code of Ethics, the Regulations hereof, Privacy Policy and CAMES Table of Costs, as well as other applicable rules.

Sole Paragraph. Unless otherwise agreed, the rules in force on the date of commencement of activities of the Board will be applicable, upon signing of the respective Term of Establishment.

Section 6. The procedure for dispute prevention and solution is regulated by the following principles:

I – free will of the parties;

II – impartiality of members of the Board;

III – equality of the parties;

IV – due process;

V – confidentiality; and

VI – good faith.

CHAPTER II

THE ORGANIZATION OF CAMES TO DISPUTE BOARD

Section 7. CAMES Executive Board will be comprised by 5 (five) members, one of them being the president, and the other the vice-president.

§ 1. Members of the Board will be appointed by the Board of CAMES Brasil.

§ 2. The members of the Board will serve for a term of 2 (two) extendable years.

§3. The Deliberative Council will observe the other rules and procedures established in its Internal Regulations.

Section 8. The Executive Board will be called via PACTO system by the Local CAMES where the Dispute Board operates regularly.

Sole Paragraph. The Executive Board may, before reaching a decision, request CAMES Local or the Dispute Board for a statement, seeking necessary clarifications.

Section 9. CAMES Permanent List of Professionals is comprised by mediators, arbitrators, experts, and other professionals of well-known expertise, who are chosen among persons of notable proficiency, recognized capacity, professional experience and unblemished reputation.

§ 1. When accepting the nomination to integrate CAMES' Lists of Professionals, the interested party will be accredited by the Chamber to exercise duties on the parties' account and to the benefit of the disputing parties.

§ 2. The lists of professionals are available for consultation by the parties at the Chamber's website.

CHAPTER III

DEADLINES AND COMMUNICATIONS

Section 10. All communications of procedural acts will be made through PACTO System in the person of the parties or their representatives in the dispute prevention and settlement procedure.

§ 1. The documents gathered in the PACTO system may be signed electronically using any system that allows the univocal identification of its signatory or that is consensually chosen by the parties.

§ 2. All motions and documents filed by parties after the commencement of proceedings must necessarily be filed through PACTO.

§ 3. The counsel for the party who files motions and documents with PACTO is personally responsible for the authenticity thereof.

Section 11. The communication will be deemed as complete within 2 (two) business days counted as of the date when the procedural act is available at PACTO.

§ 1. In the event of the provision of the heading, in cases when the procedural act is available on a non-business day, the availability will be deemed as being made on the next business day.

§ 2. With the purpose of information, e-mails may be sent to notify the existence of communications within PACTO, under the terms of this Section.

§ 3. E-mails referred in paragraph 2 have a merely informative nature and therefore do not exempt representatives of the parties of the responsibility of accessing PACTO to visualize new procedural acts and communications in the proceedings.

§ 4. In urgent cases where communication made under this section may cause loss to any of the parties or in cases where there is evidence of any deceit to the system, the procedural act must be carried out by another means that allow the aim thereof, as justified by the President of the Dispute Board.

Section 12. The communication will determine the deadline to meet with the measure requested by the Dispute Board.

§ 1. In the event the Regulations hereof or the Dispute Board does not stipulate a deadline, said deadline will be of 5 (five) business days to practice the procedural act assigned to the party.

§2. The deadlines set forth herein may be altered by the Dispute Board or agreement between the parties.

Section 13. All deadlines referring to Dispute Board proceeding will be counted in business days, excluding the first day of the period and including the last one.

§ 1. Business days are counted as the ones when the Local CAMES is operating, according to the calendar available on the CAMES website.

§ 2. From 22 December until 05 January CAMES will have a holiday recess. During such period, Local CAMES will not be operating and these days are not deemed as business days.

§ 3. Emergency or urgency situations during the recess period will be analyzed by the Dispute Board or by the President ad referendum.

§ 4. Days when deadlines start to be counted and finish will be postponed to the first ensuing business day in the event PACTO is not available.

CHAPTER IV

ORGANIZATION OF THE DISPUTE BOARD

Section I

Choice of Board Members

Section 14. The Request for Establishment of Permanent Board, except when specifically agreed by the parties, must be submitted to CAMES within 30 (thirty) calendar days counted as of the date of execution of the contract, regardless of a dispute.

Sole Paragraph: The Request must contain, at least:

I – name, e-mail, telephone number, address and complete information about the parties;

II – copy of the articles of association or similar document and document granting powers of representation of the legal entity; and

III – copy of the document containing the Dispute Board clause;

IV – indication of type of Board to be established; and

V – name of member appointed by the requesting party, when the Board is comprised by three members.

Section 15. Within 5 (five) business days counted as of the awareness of the request of establishment of Board, the other party must file an Answer, accepting or denying the request and appointing a member to form the Board, if applicable.

Sole paragraph. In the event of a joint request, the appointment of the members presented by each of the parties must be included in the initial Request.

Section 16. Within 5 (five) business days counted as of the statement of availability, non-recusal, impartiality and independence of the members appointed, such members will jointly appoint the third member, who will act as a president of the Permanent Board.

Sole paragraph. The president of the Board must preferably have a legal background and expertise in the conduction of self-managing conflict resolution methods.

Section 17. In the event any of the parties does not appoint one of the members within the deadlines stipulated in the previous sections or in the event the members appointed by the parties do not reach a consensus, the appointment of the respective member will be made by CAMES Executive Board after the payment of the respective fee.

Section 18. When there are multiple parties to a contract, such parties will attempt to reach a consensus for a joint appointment of all members of the Board. In the event there is no consensus in this regard, CAMES Executive Board will appoint all the members of the Board after payment of the respective fees.

Section 19. The parties may opt for the establishment of a Dispute Board with a sole member to be appointed jointly by the parties, within 30 (thirty) calendar days counted as of the signing of the contract, or any other period defined by the parties.

Sole Paragraph. In the event parties do not reach a consensus within the period set in the heading, the provisions of Section 17 of this Chapter will be applied.

Section 20. In the event of non-compliance with the functions thereof, the Executive Board may replace a member of the Dispute Board, upon request of the parties.

§ 1. In the event of replacement of a member of the Board, the same rules of appointment must be followed.

§ 2. Until the effective replacement, the members of the Board must abstain from holding meetings or issuing statements, unless expressly authorized by the parties.

Section 21. The appointment may reach any professional, regardless of integrating CAMES' List of Professionals, provided that they are capable, impartial, independent, available, and have technical expertise on the object of the contract.

Sole Paragraph. In the event the professional is not accredited by CAMES, a partnership agreement with CAMES must be executed and the Code of Ethics must be complied with.

Section 22. Once the member is chosen, in the event the choice has not resulted from a consensus, parties will be communicated to present a statement, within 5 (five) business days, as to the grounds for recusal.

§ 1. If a recusal is argued, the appointed member must present a statement within 5 (five) business days.

§ 2. CAMES, through the Executive Board, may, at any time, suspend the member with grounds for recusal.

§ 3. The person appointed as a member must disclose to parties, in the course of the proceeding, any fact or supervening circumstance that may raise a justified doubt as to the impartiality to act on the case.

Section 23. Unless otherwise agreed by the parties, the following persons cannot be appointed as a member of the Board:

I – one who is an employee of any of the parties;

II – one who has a professional or financial relationship with the parties;

III – one who is a spouse, relative, blood-related or the like, in direct or collateral line, within the third degree, of one of the parties;

IV – one who is a spouse, relative, blood-related or the like, in direct or collateral line, within the third degree, of the counsel or legal representative of one of the parties;

V – one who participates at an entity of directorship or management of a legal entity that is a party to the dispute or of which is a shareholder or partner;

VI – one who is a close friend or enemy of one of the parties;

VII – one who is a creditor or debtor of one of the parties or the spouse thereof, or even of their relatives, in direct or collateral line, within the third degree;

VIII – one who receives advantages before or after the dispute has arisen, or advises one of the parties on the object of the dispute;

IX – one who is directly or indirectly interested in the decision of the case in favor of one of the parties;

X – one who has an economic interest related to any of the parties or the legal counsel thereof, unless expressly agreed by the parties;

Sole paragraph. The member must declare, at any time, the potential conflict and refuse appointment, or present a recusal.

Section 24. CAMES Executive Board is responsible for resolving matters concerning the challenge to members of the Board or proceeding to the appointment thereof in the event parties do not reach a consensus.

Sole Paragraph. The Executive Board is also responsible for making any necessary decision for the establishment of a Dispute Board, in the event of difficulties of any kind, at the request of any of the parties, and with the prior hearing of the other party, whenever possible.

Section 25. The member must sign the Term of Acceptance and Declaration of Independence before commencing activities.

§1. The member is prevented, for a period of 1 (one) year, counted as of the end of the activities of the Board, from acting in mediation proceedings, assisting, representing or supporting any of the parties, unless in the event another Board is established, with the consent from the parties.

§ 2. The members of the Board must not act in judicial proceedings, arbitral proceedings, or the like, concerning a dispute submitted to the Board, either as an arbitrator, expert, technical assistant, legal representative of a party, or advisor, unless otherwise agreed by the parties or as a result of a legal decision.

Section II

Establishment of Board

Section 26. The Board will commence activities when the parties and members sign the Term of Establishment of Dispute Board and will finish activities on the date of termination of the Contract, or at a later date, if so defined in the Term of Establishment of Dispute Board or mutually agreed by the parties.

Section 27. In the event the agreement does not mention the type of Dispute Board to be established, a Permanent Hybrid Board comprising 3 members will be established.

Section III

Types of Board

Section 28. The Review Dispute Board may informally assist, issue a Conclusion or issue a Recommendation.

§ 1. Under the terms hereof, the Board will act:

I – providing informal assistance: at the request of the parties or on their own initiative, supporting the parties to the contract, for the friendly resolution of a dispute concerning the contract;

II – issuing a Conclusion: at the request of the Parties, the Board must issue a non-binding Conclusion on a query submitted thereto;

III – issuing a Recommendation: at the request of the parties, the Board must issue a non-binding Recommendation on a query concerning a dispute submitted thereto;

§ 2. The party who disagrees with the Recommendation of the Board must submit a challenge to the Board itself, including the grounds for such challenge, within 10 (ten) business days counted as of the receipt thereof, with the duty of notifying the other party.

§ 3. In the event none of the parties submits a challenge, the Recommendation may have a binding effect if so agreed by the parties. In such case, the compliance therewith is required immediately.

§ 4. In the event any of the parties does not comply with a binding Recommendation, the other party may file a request for arbitration, alleging non-compliance thereof.

§ 5. In the event a challenge is presented or when a Recommendation is not accepted, in the event of absence of a statement of Recommendation by the Board within the prescribed deadline, or even, the extinction of the Board by a joint decision of the parties, the dispute must be decided by arbitration.

Section 29. The Dispute Adjudication Board may provide informal assistance, issue Conclusion or a Decision.

§ 1. Under the terms hereof, the Board will act:

I – providing informal assistance: at the request of the parties or on their own initiative, supporting the parties to the contract, in the attempt to reach a friendly resolution of a dispute concerning the contract;

II – issuing a Conclusion: at the request of the parties, the Board may issue a non-binding Conclusion on a query submitted thereto; and

III – issuing a Decision: at the request of the parties, the Board must issue a binding Decision on a query concerning the dispute submitted thereto;

§ 2. The issued Decisions are binding on the parties and must be immediately complied with.

§ 3. The Decision of the Board is binding as of the receipt thereof by the parties, regardless of the submission of a possible challenge.

§ 4. In the event any of the parties does not comply with the Decision, the other party may file a request for arbitration alleging the non-compliance thereof.

§ 5. The party who does not agree with the Decision issued by the Board must file a statement of disagreement or challenge to be submitted to the Board itself, and the other party must be notified within 10 (ten) business days counted as of the receipt of the Decision.

§ 6. In the event a challenge is presented or when a Recommendation is not accepted, in the event of absence of a statement of Recommendation by the Board within the prescribed deadline, or even, the extinction of the Board by a joint decision of the parties, the dispute must be decided by arbitration.

§ 7. In the hypotheses provided in the prior paragraph, until a final solution, the parties remain bound to comply with the decision of the Board.

Section 30. The Hybrid Dispute Board may provide informal assistance, issue a Conclusion, a Recommendation, or a Decision, under the provisions of sections 28 and 29.

CHAPTER V

TERM OF ESTABLISHMENT OF DISPUTE BOARD

Section I

Term of Establishment of the Board

Section 31. The parties and the members of the Dispute Board must execute the Term of Establishment of the Dispute Board, through which the Board will be established.

Section 32. The Term of Establishment of the Board must contain, at least:

I – complete information, name, occupation, marital status, address, headquarters and domicile of the parties and members of the Board, phone and email of the parties or legal representatives thereof for the purpose of receipt of notices, subpoenas or communications;

II – identification of the contract that provides the establishment of the Board, with the characteristics of the object thereof;

III – the object of the term, which is the provision of services as a member of the Board;

IV – amount of remuneration of members of the Board (ordinary fees);

V – amount of remuneration of members of the Board for visit to construction sites (visit or inspection fees), jointly established;

VI – term of validity of the Term of Board, which must be bound to the term of the agreement;

VII – language, law, rules, or principles applicable to the proceeding by the Board;

VIII – of liability of members of the Board while exercising member function, except for bad-faith acts;

IX – place where the activities of the Board or the execution of the agreement;

X – the type of Board; and

XI - the measures that have been taken for data protection, if any; and

XII – the signature of 2 (two) witnesses.

Section 33. The Term of Establishment of Board may be terminated, at any time, by agreement by the parties, upon the payment to the members of the Board of the amount equivalent to 1 (one) month of monthly ordinary fees and possible expenses incurred to carry out the activity, unless otherwise agreed by the parties and members of the Board.

Section 34. The member of the Board may resign to the participation, provided that such resignation is communicated 2 (two) months in advance, unless otherwise agreed with the parties.

Section II

Powers and duties

Section 35. The Board will have the following powers, unless otherwise agreed by the parties:

I – requesting parties to send documents deemed necessary for the good operation of the Board;

II – deciding, definitively, procedural issues, always in compliance with impartiality, neutrality and equality of the parties;

III – defining the language to be adopted by the Board in the statements thereof, considering the language of the agreement;

IV – calling meetings, visits to worksites, and hearings;

V – hearing the parties, the representatives thereof and witnesses to obtain clarifications;

VI – requesting the engagement of technical specialists or experts, to be paid by the parties, to support the dispute resolution;

VII – adopting measures to protect commercial secrets and confidential information; and

VIII – adopting all the necessary measures for the good operation of the Board.

Section 36. The Board must, among others:

I – act in an impartial, independent, neutral and equal manner;

II – advise parties, always jointly and informally, acting in a preventive way when consulted;

III – stimulate the friendly resolution of the dispute by the parties;

IV – have technical knowledge of the issues subject to decision;

V – remain updated about the main facts related to the constructions, based on the study of documents sent by the parties;

VI – attend meetings, visits to worksites and hearings;

VII – be available, within 10 (ten) calendar days counted as of the request presented by the party, to conduct meetings or visits to the construction sites that are not planned in the schedule;

VIII – issue a Conclusion, Recommendation or Decision within the stipulated deadline;

IX – clearly present grounds, even if briefly, for the Conclusion, Recommendation or Decision to be issued;

X – solve the disputes that may arise during the execution of the contractual scope in an expedite and technical manner, based on the strict compliance with the contract entered into by the parties;

XI – act to protect the schedule and the contractual scope of the individual interests of the parties;

XII – stimulate the solution of possible contractual disputes at the time they arise, avoiding complications and costs associated to the duration in time;

XIII – collaborate with the preservation of the good contractual relationship between the parties.

Section III

Parties and Representatives

Section 37. The parties, and representatives, or agents must keep the Board informed about the conduction of the work, constructions, and/or the execution of the contract and the existence of potential disputes, through the submission of the main contractual documents, monthly progress reports, minutes of monitoring meetings, report of schedule control, relevant correspondence exchanged by them and the holding of meetings and visits to the sites.

CHAPTER VI

FUNCTIONING OF THE DISPUTE BOARD

Section I

Commencement of Proceeding and Request

Section 38. The Board will commence activities once each member and the parties have signed the Term of Establishment of the Board.

Sole paragraph. Unless otherwise agreed by the parties, the Board will terminate activities upon receipt of notice therefrom, informing their mutual decision of dissolution or termination of the contract.

Section 39. At the commencement of the activities, the Board may consult parties to establish a schedule or calendar of meetings, and depending on the type of agreement, of visits to the sites of the execution thereof.

§ 1. The frequency of meetings and scheduled visits must be sufficient to maintain the Board informed of the execution of the agreement and any potential litigation.

§ 2. The Board may, after a resolution by a majority, call meetings and extraordinary visits, whenever deemed necessary.

Section 40. After the establishment of the Board, the interested party may submit any dispute or controversy concerning the agreement to analysis, by means of the Request of Dispute Resolution, which must be filed through the PACTO System, accompanied by the respective evidence.

Section 41. The Request must contain:

I – identification and information of the claimant;

II – report of facts that led to the dispute;

III – evidence of the allegations; and

IV – the requests.

Sole paragraph. The request must be registered with PACTO for the awareness of all the members of the Board and the other party, and the date of insertion in the system will be considered for the purposes of establishment the commencement of the proceeding.

Section 42. The respondent may file an Answer within 10 (ten) business days counted as of the receipt of the Request, which must contain:

I – the identification and information about the respondent;

II – report of the facts concerning the dispute, presented by the opposing party;

III – evidence of allegations or challenges; and

IV – requests.

Section 43. Parties may, at any time, negotiate and settle the dispute.

Section 44. Upon communication of all the parties, the Board may request any of them for clarifications related to the Request or Answer.

Sole Paragraph. Sole paragraph. The Board may also request the complementation of documents presented as evidence of the proceeding;

Section 45. The Board may, at their Discretion, stipulate a date for a clarification hearing, after receiving the answer of the respondent or clarifications provided in section 44.

Section 46. The members of the Board may request parties to send periodic reports on the execution of the contract, including analyses of possible delays.

Section II

Meetings and visits

Section 47. Any of the parties may request an urgent meeting or visit, provided that duly justified, indicating items to be included in the agenda, and attaching possible documents related to the themes.

§ 1. The members of the Board may accept such request as soon as possible and endeavor to be available for a meeting or visit within 10 (ten) calendar days following the request.

§ 2. Parties will inform the Board of all the ongoing matters involving the execution of the contract and will submit all the themes subject of dispute that have been included in the agenda.

§ 3. Parties may suspend the discussion of items in the agenda, in the event they deem possible to solve them amicably after the meeting. The Board must be informed of the following meeting concerning the dispute resolution or status of the matter.

Section 48. Members of the Board and representatives of the parties must preferably attend all meetings and visits.

Sole paragraph. In the event one of the parties does not attend any of the meetings or scheduled visits, the Board will decide on the holding of the meeting or visit without such party, analyzing the reason presented through PACTO, if any.

Section 49. In the event, exceptionally, one of the members is not able to attend any of the scheduled meetings or hearings, the President of the Board, or in the event of absence thereof, the other members of the Board, will decide on the holding of the meeting or visit without the missing member.

Section 50. In the event one party refuses, without grounds, to attend the proceeding of the Board or any stage thereof, or even, in the event the party is not present, the Board will continue to operate, recording the refusal or absence.

Section 51. As requested, parties must, during meetings and visits, allow appropriate workspace to the Board, with comfortable accommodation, means of communication, internet connection and printers, as well as other clerical and technology resources suitable for the development of the functions of the Board.

Sole paragraph. At the request of the Board, CAMES may make a structure available to conduct an online meeting.

Section 52. After each meeting and each visit to the site of execution of the Contract, the Board will draft the minutes of a meeting or visit report, in which the list of the attendees will be included.

Section 53. The board may, at any time, request the parties to present additional clarification, in writing, or complementary documents.

Sole Paragraph. The Board may also stipulate a date for clarifications to be presented orally, and must call all the interested parties.

Section III

Informal assistance

Section 54. Parties may mutually request the informal assistance of the Board to avoid or resolve disputes that have not yet been formally submitted to a specific proceeding.

Sole Paragraph. The Board may, at the discretion thereof, provide informal assistance.

Section 55. The informal assistance may be provided in writing or orally, when the Board visits the construction sites or during any meeting held by parties and the Board.

Section 56. The request for informal assistance must be presented by parties at least 10 (ten) calendar days in advance, and must inform the Board of the matter and documents related to the subject of the assistance.

Section 57. The informal assistance to be provided by the Board does not bind any future Decision or Recommendation issued by the Board.

Section 58. The Board may make verbal comments and, if requested by both parties, present grounds for the disagreement and may even take any initiative seeking to support the parties to resolve a disagreement and/or avoid the conflict.

Section IV

Hearings

Section 59. Unless otherwise agreed by the parties, the President of the Board must process and order a hearing according to the following:

I – presentation of the case, firstly by the claimant, and, following, by the respondent, with maximum term stipulated by the Board;

II – indication to the parties by the Board of a matter that requires further clarification;

III – clarifications by the parties of issues presented by the Board; and

IV – answer of each party to the clarifications provided by the other, to the extent that such clarifications have raised new issues.

Sole Paragraph. The hearing will be conducted respectfully and informally and will observe the following:

I – the Board will consult parties about the possibility of settlement;

II – hearing witnesses, starting with the ones appointed by the claimant and, following the ones appointed by defendant;

III – the Board, at the discretion thereof, may inquire parties and witnesses and request parties to present documents and additional clarifications on matters debated; and

IV – the Board may request, at the discretion thereof, that parties provide the presentations used, in printed or digital copies.

Section 60. The Board may request parties to present a written summary of their final positions within 10 (ten) business days counted as of a hearing, unless another deadline has been established by the Board.

Section 61. The Board will schedule, jointly with the parties, the clarification hearing within 10 (ten) business days counted as of the presentation of an Answer by the respondent.

§ 1. In the event parties do not reach a settlement, the Board will stipulate the date of the hearing.

§ 2. The Board will define the venue of the hearing, and costs will be borne and advanced by the parties.

Section 62. Parties must attend in person or represented by duly authorized representatives, provided that they have the competence as to the execution of the agreement.

Sole Paragraph. Parties may be assisted by attorneys and service providers or agents thereof.

Section 63. The absence of one of the parties in the hearing, provided that duly called, will not prevent such hearing from being conducted, unless otherwise justifiably decided by the Board.

Sole paragraph. The Board may reschedule a previously scheduled hearing provided that informing all participants at least 5 (five) calendar days in advance.

Section 64. The Board may issue a Decision or a Recommendation at the hearing or later, in compliance with the deadlines provided in the Regulations hereof.

Section IV

Decision or Recommendation

Section 65. A Decision or Recommendation will be issued within 15 (fifteen) business days, counted as of the end of the evidentiary stage.

§ 1. The Board may postpone the deadline until 10 (ten) business days.

§ 2. Such deadlines may be altered by means of agreement between parties and the Board.

Section 66. The Decision or Recommendation must be written, dated, indicate the place it was issued and contain:

I – a description of the dispute, including a chronology of events;

II – a summary of the grounds presented by the claimant and the answer of the respondent;

III – the technical and contractual grounds, based on the documents presented by parties and the hearing, in the event it was held; and

IV – the conclusion, through which the Board solves the dispute submitted thereto.

Section 67. The Decision or Recommendation will be limited to the strict solution of the dispute submitted by the Parties to the Board.

Sole Paragraph. Any Decision or Recommendation, or parts thereof, that is not part of the dispute presented will be deemed as void, without any effects.

Section 68. The Decision or Recommendation will be decided by a majority. Each member, including the president of the Board, will be entitled to one vote.

Sole Paragraph. If, by any reason, there is no majority decision as a result of the vote, the vote of the president of the Board will prevail.

Section 69. In the event of disagreement, the member of the Board may present a Dissenting Vote in a separate Decision or Recommendation.

Sole Paragraph. . Regardless of a Dissenting Vote in a dissenting Decision or Recommendation, the Decision or Recommendation issued by the Board will produce all the effects thereof.

Section 70. In the event of a material error, omission, obscurity, doubt or contradiction in the Decision or Recommendation, parties may, within 5 (five) business days, counted as of the receipt thereof, submit a request for clarification, which will interrupt the deadline of a possible challenge.

§ 1. On the own initiative of the Board, the Board may correct any material or calculation error, or any similar errors that may be found.

§ 2. The correction mentioned in the prior paragraph must be submitted to parties within 5 (five) business days counted as of the amendment by the Board.

§ 3. In the event of the prior paragraph, only after the period of 5 (five) business days has elapsed, the deadlines concerning requests for clarification to be submitted by the parties will start to be counted once again.

Section 71. Once the request for clarification is received, the Board will notify the opposing party to present a statement, within 7 (seven) business days, at the end of which period the Board will resolve within 10 (ten) business days.

CHAPTER VII

COSTS, EXPENSES AND FEES OF DISPUTE BOARD MEMBERS

Section 72. The payment of costs of the Dispute Board will be made under the provisions of the Dispute Board Cost Table, which is attached hereto and part of the Regulations hereof.

Section 73. All CAMES fees, expenses incurred as a result of the operation of the Board, and fees arising thereof, member's fees and other professional fees will be equally borne by the parties.

Section 74. Unless otherwise provided, the service provider will pay the full amount of CAMES fees and the fees of each member of the Dispute Board monthly, and will include in the contractual measure half of such expenses, which must be refunded by the client.

Section 75. The Cost Table (Annex) stipulates amounts due to CAMES for the services of appointment of member of the Board, decision of the Executive Board, appointment of other technical professionals and use of PACTO System.

Sole Paragraph. The Table of Costs may be updated or amended at any time.

Section 76. Expenses concerning travel, transportation and lodging of the members of the Board, as well as rental of equipment and venue to hold a hearing, if necessary, will be borne equally by the parties, who must advance them.

Section 77. Board member fees will be mutually stipulated with the parties, in the Term of Establishment of the Board.

Sole Paragraph. Unless otherwise agreed by the parties, members must be regarded equally and receive equivalent monthly fees.

Section 78. Fees charged by CAMES and Board member fees will be paid within the stipulated deadline, through a payment form issued by Local CAMES.

Section 79. In the event of default in payment, by any of the parties, of fees due to CAMES, expenses or fees by members of the Board, within the period and in the amounts stipulated in the Term of Establishment of the Board, the other party may advance the respective amount in order to allow the activities of the Board to continue, and the accounts will be settled at the end of the proceeding.

Sole Paragraph. The fee to use PACTO System must be paid monthly by the 5th (fifth) business day counted as of the expired month, until the Board is dissolved. In the event of delay or default, the access to the system will be suspended.

Section 80. The party who perfects such payment, without implying in novation or waiver of rights, will be refunded by the defaulting party of all the amounts paid, added by a penalty of 10% (ten per cent) and interests of 1% (one per cent) per calendar month, unless otherwise agreed by the parties.

Section 81. In the event of default in payment of expenses or Board member fees for a period over 60 (sixty) calendar days, the Board may suspend the services thereof.

Section 82. The suspension for payment default may not be superior to 90 (ninety) calendar days. At the end of such period, the Board will be dissolved and the Term of Establishment of the Board will be deemed as terminated for all legal purposes. The credit due to the members thereof will be safeguarded.

CHAPTER VIII

FINAL PROVISIONS

Section 83. The proceedings conducted by Dispute Boards must be carried out under the most absolute secrecy. Members, parties and other participants are proscribed from disclosing any information to which they have had access as a result of the proceeding, unless expressly authorized by all the parties or in the event of court order.

Sole Paragraph. The Decision or Recommendation will be accepted as evidence in any court or arbitration case involving the parties, concerning the dispute decided by the Board.

Section 84. CAMES is not responsible for any act or omission concerning the activities of the Board.

Section 85. In the event of a proceeding involving an entity of the direct or indirect public administration, CAMES is hereby authorized, by the parties and members, to disclose the existence of a Dispute Board, the names of the parties involved, the amount of the contract and the entire content of submissions, unless otherwise expressed by any of the parties.

§ 1. In any event, CAMES is authorized by parties and members to disclose to controlling entities the entire content of the proceeding conducted by the Dispute Board, whenever requested.

§ 2. CAMES will not supply documents and information concerning the proceeding at the request of third parties who are not a party to the proceeding. The parties are in charge of disclosing additional information under the law.

Section 86. Cases not covered by the Regulations hereof will be resolved by the Dispute Board. In the event there is no agreement by a majority, the vote issued by the President of the Board will prevail.

Sole Paragraph. The Dispute Board may submit a query to CAMES Executive Board as to the interpretation of the provisions hereof.

Section 87. After five years counted as of the conclusion of the proceeding, all documents related thereto, except for the Recommendations and Decisions issued will be excluded.

Section 88. The provisions of Law No. 11,419 issued 19 December 2006 are subsidiarily applicable to the regulations hereof.

Section 89. These regulations come into force on 1 February 2022.