

CHAPTER I

GENERAL PROVISIONS

Section 1. The mediation proceedings submitted to the Specialized Mediation and Arbitration Chamber (Câmara de Mediação e Arbitragem Especializada – CAMES) must comply with the Mediation Regulations, the Code of Ethics, the Mediation Table of Costs and Fees, the CAMES Privacy Policy and other applicable provisions.

Sole Paragraph. CAMES internal regulations mentioned in the heading are applicable according to the version in force on the date of signature of the Mediation Terms of Reference.

Section 2. In the Regulations here of, the words and expressions here under are ascribed the meanings:

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 arbitration proceeding is necessarily conducted.

CHAPTER II

ORGANIZATION OF THE MEDIATION CHAMBER

Section 3. CAMES Deliberative Council is in charge of resolving issues concerning the challenge to a mediator or accomplish to the appointment thereof when parties do not reach an agreement.

Section 4. The Deliberative Council will be comprised by 5 (five) members, one of them being the president, and the other the vice-president.

Paragraph 1. Members of the Deliberative Council will be designated by the Board

Paragraph 2. The members of the Deliberative Council will serve for a term of 2 (two) years, renewable.

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

Section 5. The Council will be called by Local CAMES upon submission through PACTO System.

Sole Paragraph. The Council may, before reaching a decision, request comments from the Local CAMES, or from the Mediator on the case, aiming to obtain necessary clarification.

Section 6. The Permanent List of Mediators – PLM – is comprised by mediators of well-known expertise, who are chosen among people of notable proficiency, recognized capacity, professional experience, and unblemished reputation.

Paragraph 1. When accepting the nomination to compose the PLM, the mediator will be accredited by CAMES to conduct the mediator on the parties' account and to the benefit of the disputing parties.

Paragraph 2. The PLM is available for parties to consult on CAMES' website.

CHAPTER III

COMMENCEMENT OF PROCEEDINGS

Section 7. Parties may submit to CAMES mediation any conflict involving transferable rights or non-transferable rights that allow negotiation.

Paragraph 1. Mediation may comprise any conflict or a part thereof, according to the will of the parties.

Paragraph 2. Parties will preferably be assisted by legal counsel during the entire mediation proceeding.

Section 8. Mediation is regulated by the following principles:

- I – impartiality of the mediator;
- II – equality of the parties;
- III – orality;
- IV – informality;
- V – free will of the parties;
- VI – consensus-oriented;
- VII – confidentiality; and
- VIII – good faith.

Section 9. The party interested in commencing a mediation proceeding must file the Request for Mediation by CAMES' website, or submit it directly to the Local CAMES.

Paragraph 1. The Request, when submitted through CAMES' website, must be signed digitally, under the terms of Section 39 of the Regulations hereof.

Paragraph 2. The Request, may be filed with the Local CAMES or sent through courier with certificate of receipt. The digital document is filed exclusively with PACTO System.

Section 10. The Request for Mediation must contain:

- I – name, CPF/MF number, e-mail, telephone number, address and complete information of the parties;
- II – name, CPF/MF number, e-mail, telephone number, address and complete information of the parties' counsel, accompanied by the powers of attorney thereof.
- III – copy of the articles of incorporation or similar document granting the powers to represent the legal entity;
- IV – the object of the dispute, with a summary of the grounds of the request;
- V – complete copy of the document that contains the mediation clause, if any; and
- VI – estimated value of the dispute according to the applicant.

Paragraph 1. The documents that are indispensable for the understanding of the dispute must accompany the request for mediation.

Paragraph 2. In the event it is noted, during the course of the proceeding, that the estimate does not correspond to the actual value of the asset involved in the conflict, the costs will be recalculated, and the parties must pay the difference of amounts within 5 (five) working days counted as of the receipt of the notification.

Paragraph 3. For cases in which the value of the conflict involves monthly installments, 12 (twelve) times the value of a monthly installment will be considered.

Paragraph 4. For cases in which the value of the conflict is undetermined, priceless, or there is divergence, the chairman of the Deliberative Council of Cames will set the value, for purposes of calculating the registration fee, administration fee and mediator's fees, taking into account the complexity of the matter and other circumstances it deems relevant.

Section 11. In the event the Request for Mediation complies with the Regulations hereof, CAMES, following the commencement of the proceeding within PACTO System, will contact the invitee informing about the request for mediation and will invite the party to attend a prior or pre-mediation meeting. The invitation will contain by the links to access the Mediation Regulations, the Table of Mediation Costs and Fees and the updated version of the PLM.

Paragraph 1. The invitation to attend the prior or pre-mediation meeting must be accepted-within-the period referred to in article 21, sole paragraph, of Law nº 13.140/2015. The lack of answer within the stipulated deadline will be deemed as a tacit refusal and will be communicated to the requesting party, with the issuance of a refusal term.

Paragraph 2. In the event the invitee is not found in the address informed by the requesting party, such party must be notified in order to provide a new address defined by Local CAMES. In the event this deadline elapses without the presentation of a new address or other method of contact, the proceeding will be shelved.

Paragraph 3. The express refusal of the invite to the mediation invitation will be communicated to the requesting party and will result in the proceeding to be shelved, with the issuance of a refusal term.

Paragraph 4. This section is not applicable to cases where there is a mediation clause set forth for the resolution of the conflict, in which case the proceeding established in Section 19 hereof will be observed.

CHAPTER IV

PRIOR OR PRE-MEDIATION MEETING

Section 12. In the event parties accept to attend the prior or pre-mediation meeting, CAMES will schedule a date and a time.

Paragraph 1. The prior or pre-mediation meeting will be individual, except when parties request that it be held jointly, and may be held at CAMES headquarters, or through video or conference call.

Paragraph 2. The prior or pre-mediation meeting is of informative nature, does not result in the commencement of the mediation and aims to:

- I – stress CAMES and the mediators' roles as facilitators throughout the entire proceeding, which means they cannot be held liable for the frustration of the settlement or even the content of the agreement;
- II – clarify the techniques and stages of the mediation procedure, as well as the costs involved;

III – explain the role and responsibilities of the mediator in the conduction of the mediation proceeding, and the posture expected from the parties, representatives or legal counsel;

IV – define the participants of the mediation meetings; the inclusion of new attendees throughout the proceeding must be authorized by all the parties involved in the mediation meetings; and

V – solve possible doubts concerning the mediation ~~agrément~~ procedure.

Sole paragraph. The parties may sign the Mediation Terms of Reference during the prior or pre-mediation meeting.

CHAPTER V

CHOICE OF MEDIATOR

Section 13. Once the prior or pre-mediation hearing is concluded and in the event the parties intend to continue with the proceeding, Local CAMES will designate a mediator who is part of the PLM according to criteria that observe their qualification, independence and impartiality.

Paragraph 1. The parties may consensually choose the mediator responsible for conduction of work.

Paragraph 2. Alternatively, Local CAMES may adopt the following procedure:

I - present to the parties a list containing the name of up to 5 (five) mediators among those included in the PLM;

II - each party may refuse the name of up to 2 (two) mediators, indicating their order of preference in relation to the remaining ones; and

III - forward to the procedure for the Deliberative Council of CAMES to arrange the appointment of the mediator among the remaining names.

Section 14. Parties may mutually choose a mediator who is not accredited by CAMES.

Sole Paragraph. In the event of the heading, the professional must enter into a partnership agreement and comply with CAMES Code of Ethics.

Section 15. At any time, upon request of the parties or recommendation of the mediator with the consent from the parties, it is possible to appoint more than one mediator to act on the same case (co-mediation), in light of the complexity of the dispute.

Paragraph 1. In the event the co-mediation is accepted by the parties, the mediator in charge of the proceeding will be in charge of the choice of the co-mediator.

Paragraph 2. The amount of the fee provided in the CAMES Mediation Table of Costs and Fees corresponds to the payment of one single mediator. In the case of co-mediation, the fee provided in the table must be paid to each mediator acting on the proceeding.

Section 16. The rules hereof, referring to the mediator, are equally applied to the co-mediator.

Section 17. Once the co-mediator is chosen, and if applicable, in the event the choice has not been the result of a consensus, parties will be notified to present a statement within 5 (five) days concerning hypotheses of recusal.

Paragraph 1. In the event a recusal is requested, the mediator must present a statement within 5 (five) working days.

Paragraph 2. CAMES, through the Executive Board, may suspend the mediator who does not present a recusal when appropriate or who does not comply with the principles of mediation and the Regulations hereof.

Paragraph 3. The mediator must disclose to the parties, before accepting the appointment, any fact or circumstance that may raise a justified concern as to the impartiality to mediate the conflict.

Section 18. The mediator must sign the Term of Acceptance and Declaration of Independence before commencing activities.

Paragraph 1. The mediator is prevented, for a period of 1 (one) year, counted as of the end of the mediation proceeding, from assisting, representing or supporting any of the parties.

Paragraph 2. The mediator cannot act on an arbitral proceeding referring to the same dispute.

CHAPTER VI

SIGNING THE INITIAL TERM OF MEDIATION

Section 19. In the event of a contractual provision of mediation, CAMES, will contact the invitee to commence the mediation proceedings, regardless of holding a prior or pre-mediation.

Sole Paragraph. The invitation will be deemed as not accepted if not answered within 30 (thirty) working days counted as of the receipt thereof.

Section 20. All the parties involved in the mediation will be convened at CAMES' headquarters or another previously assigned place, on a date and time previously scheduled, to sign the Mediation Terms of Reference and commence mediation proceedings.

Paragraph 1. The parties are allowed to electronically sign the Initial Mediation Term.

Paragraph 2. A copy of the Initial Term of Mediation and payment forms for payment of administrative costs and mediator's fees will be added to the procedure in the Pacto System, at least 5 (five) working days prior to the date scheduled for signing of such term and commencement of proceedings, notifying the parties.

Paragraph 3. The payment forms referring to the administrative costs and mediator's fees must be paid prior to the commencement of mediation proceedings.

Paragraph 4. The mediation proceedings commence with the signature of the Mediation Terms of Reference, which can only occur once payment is confirmed by CAMES.

CHAPTER VII

MEDIATION

Section 21. The Initial Term of Mediation shall specify the measures to be adopted for the protection of personal data, if any.

Section 22. The chosen mediator will conduct the procedure of communication between the parties, seeking understanding and facilitating the resolution of the conflict.

Sole Paragraph. No party can be obligated to remain a party to a mediation proceeding.

Section 23. Each mediation cycle will last four hours in terms of section 37 hereof, divided in as many meetings as necessary, at the discretion of the mediator.

Section 24. Parties may be represented by a person holding a power of attorney, , and to whom decision powers are assigned.

Section 25. At the beginning of the first mediation meeting, the mediator must warn the parties of the confidentiality rules applicable to the proceedings.

Section 26. The mediator may, at the discretion thereof, limit the number of assistants to the parties when the excess may harm the good development of the mediation proceeding.

Section 27. In the event there is no contractual agreement establishing CAMES as the chamber in charge of dispute resolution, refusal to participate in the procedure or the absence of any of the parties in the first mediation meeting will lead to a penalty of 5% (five per cent) of the amount of the dispute to be paid by the absent party to the party who attended the appointment.

Section 28. In the event only one of the parties who attends is assisted by a lawyer, the mediator will suspend the proceeding, in order to allow legal assistance to all participants.

Section 29. The mediator may hear the parties, one or more times, jointly or separately, as well as request clarifications or additional documents.

Section 30. The mediator will care for the balance in participation, information and power of decision between the parties.

Section 31. In the event a settlement is not possible, the mediator must issue a term closing the ~~mediation~~ procedure and expressing parties' option not to continue with the mediation, or submit the conflict to arbitration, if the case.

Paragraph 1. The impossibility of a settlement is deemed when parties express so, or by decision of the mediator.

Paragraph 2. The arbitration agreement may be issued and signed by parties during the mediation meeting.

Section 32. Any and all information concerning the mediation proceeding will be confidential in relation to third parties and cannot be disclosed in arbitral or court proceedings, unless otherwise expressly decided by the parties or in the event such disclosure is required by law or necessary to comply with a settlement reached through mediation.

Sole Paragraph. The duty of confidentiality is applicable to all the persons involved in the mediation proceeding and comprises:

I – statement, opinion, suggestion, promise or proposal formulated by one party to the other when seeking a solution to the conflict.

II – acknowledgement of fact by any of the parties in the course of the mediation proceeding;

III – acceptance of proposal presented by the mediator; and

IV – document prepared only for the purposes of the mediation proceeding.

Section 33. In the event of a mediation proceeding involving an public administration, CAMES is authorized by the parties and Mediators to disclose the existence of a mediation proceeding, the names of the parties involved, the disputed amount and the full content of the Final Term of Mediation, except when otherwise expressly manifested by any of the parties.

Paragraph 1. In any case, CAMES is authorized by parties and mediators to disclose the full content of the mediation proceeding to controlling entities when requested to do so.

Paragraph 2. CAMES will not provide any documents and information concerning the proceeding upon request of third parties who are not a party to the case, and parties will be in charge of disclosing additional information in compliance with the legislation.

CHAPTER VIII

FINAL TERM OF MEDIATION ~~TERM~~

Section 34. In the event of a settlement, the mediation proceeding will be closed with the issuance of a final term of mediation, including the signature of parties' counsel, if applicable.

Sole Paragraph. Settlements reached in the mediation proceeding may be total or partial.

Section 35. The final term of mediation is a non-judicial enforceable title and, if homologated in court, a judicial enforceable title.

Sole Paragraph. A settlement involving negotiable non-transferable rights must necessarily be homologated in court.

CHAPTER IX

ADMINISTRATIVE COSTS AND MEDIATOR'S FEES

Section 36. Amounts referring to the costs of the mediation proceeding, deemed as the Administrative Costs and the mediator fees, are the ones set forth in the CAMES Mediation Table of Costs and Fees (available at www.camesbrasil.com.br), with values in force at the time of signing the Initial Term of Mediation, with a copy attached here to.

Paragraph 1. Any other expenses necessary for the good development of mediation will be borne by the party requesting the act, or shared by the parties when requested by the mediator, and must be paid in advance.

Paragraph 2. In the event parties opt for a mediator accredited by a CAMES chapter other than the one where the dispute occurs, parties must bear the costs corresponding to transportation and possible lodging.

Section 37. CAMES mediation proceeding is carried out in hourly cycles of 4 hours of mediation.

Paragraph 1. At each mediation cycle, the payment of the respective administrative costs and mediator's fees is due in advance.

Paragraph 2. The mediation cycle is commenced only upon confirmation by CAMES of the payment of administrative costs and mediator's fees.

Paragraph 3. After the first mediation cycle, the mediator's fees are equivalent to hours worked.

Paragraph 4. The costs of the mediation proceeding will be borne equally by the parties, unless otherwise agreed in a contract or agreement.

Paragraph 5. The default in payment of costs ~~interrupts~~ suspend the mediation proceeding. In the event of a delay superior to 30 (thirty) calendar days, the proceeding will be closed.

CHAPTER X

DEADLINES AND COMMUNICATIONS

Section 38. All communications of procedural acts will be made through PACTO System, in the person of the parties or their representatives to the mediation proceeding.

Section 39. 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.

Paragraph 1. All motions and documents filed by parties after the signing of the Mediation Terms of Reference must necessarily be filed through PACTO System.

Paragraph 2. The counsel for the party who files motions and documents with PACTO System is personally responsible for the authenticity thereof.

Section 40. 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.

Paragraph 1. 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.

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

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

Section 41. All deadlines concerning the mediation proceeding will be counted in business days, excluding the first date of the period and including the final deadline.

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

Paragraph 2. From 22 December and 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.

Paragraph 3. 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 XI

FINAL PROVISIONS

Section 42. Any circumstance that may affect the mediation proceeding must be immediately communicated to the mediator by the parties, and by the mediator to CAMES.

Section 43. The mediation may be carried out online or by another means of communication that allows the distant dialogue, provided that parties agree.

Section 44. The deadlines set forth herein are counted in working days, unless expressly provided otherwise.

Section 45. CAMES Code of Ethics is part hereto and must guide the interpretation of the rules hereof.

Section 46. After five years counted as of the conclusion of the mediation proceeding, all documents related thereto will be excluded, except for the Final Mediation Minutes or Final Mediation Agreement, unless otherwise agreed by the parties.

Section 47. Unclear cases will be resolved by CAMES Executive Board, upon request of the mediator.

Section 48. The provisions of Law No. 11,419 issued 19 December 2006, Law No. 13,105 issued 16 March 2015 and Law No. 13,140 issued 26 June 2015 are subsidiarily applicable to the regulations hereof.

Section 4549. The regulations hereof come into force on 01 february 2022