

REGULATION OF THE LABOR ARBITRATION PROCESS

CHAPTER I

GENERAL PROVISIONS

Art. 1 This Regulation applies whenever the parties agree to submit disputes of a labor nature to the Specialized Mediation and Arbitration Chamber - CAMES.

§ 1 Labor disputes are those arising from individual employment contracts or collective bargaining.

§ 2 The commitment clause inserted in an individual employment contract shall not be considered binding for the employee when his remuneration is lower than the amount defined in article 507-A of the Consolidation of Labor Laws.

§ 3 The dispute cannot deal with issues related to environmental standards, health, safety and occupational medicine.

Art. 2nd CAMES does not practice any judicial act, the competence of which is exclusive to the Arbitrators appointed under the terms of this Regulation.

Art. 3 In this Regulation, the following words and expressions have the meaning indicated below:

I - CAMES Brazil: CAMES unit responsible for supervising local units;

II - CAMES Location: CAMES unit operating in a given territory, linked to CAMES Brasil;

III - Deliberative Council: independent and impartial body that integrates the structure of CAMES, with powers defined in these Regulations; It is

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IV - Pact System: CAMES' electronic process system in which arbitral proceedings are necessarily processed.

§ 1 The expression "Arbitration Court" applies indifferently to the Sole Arbitrator or to the Arbitration Court.

§ 2 The terms "plaintiff" and "defendant" apply indifferently to one or more plaintiffs or defendants.

Art. 4 Labor arbitration proceedings submitted to CAMES must comply with the Code of Ethics, the Labor Arbitration Regulation, the Table of Costs and Arbitration Fees, the CAMES Privacy Policy and other applicable rules.

Single paragraph. The CAMES regulations referred to in the caput shall apply to arbitrations in accordance with the version in force on the date of signature of the Term of Arbitration.

Art. 5th Arbitration is governed by the following principles:

I - autonomy of the will of the parties;

II - impartiality of the Arbitrator;

III - equality of the parties;

IV - free conviction of the Arbitrator;

V - contradictory;

VI - broad defense;

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VII - celerity;

VIII - confidentiality; It is

IX - good faith.

CHAPTER II

ORGANIZATION OF THE CHAMBER FOR ARBITRATION

Art. 6 It is incumbent upon the CAMES Deliberative Council to resolve issues concerning the validity and effectiveness of an arbitration clause prior to the constitution of the Arbitration Court, allegation of suspicion or impediment of an Arbitrator, as well as appointment of an Arbitrator when there is no consensus between the parties.

Art. 7 The Deliberative Council will be composed of 5 (five) members, being a chairman and a vice-chairman.

§ 1 The members of the Board will be appointed by the Executive Board of CAMES Brasil.

§ 2 The members of the Deliberative Council will have a mandate of 2 (two) years, renewable.

§ 3 The Deliberative Council shall observe the other norms and procedures established in its internal regulations.

Art. 8º The Council will be provoked by CAMES Local upon request via the Pact System.

Single paragraph. The Board may, before taking its decision, request a statement from the Local CAMES or the Arbitrator on the case, with a view to obtaining clarification as to the object of the dispute.

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Art. 9 The Permanent Panel of Arbitrators - QPA is composed of Arbitrators of recognized competence, who are chosen among people of notorious knowledge, recognized capacity, professional experience and unblemished reputation.

§ 1 Upon accepting the designation to compose the QPA, the Arbitrator will be accredited by CAMES to exercise arbitration on behalf of and for the benefit of the parties in conflict.

§ 2 The QPA is available for consultation by the parties on the CAMES website.

CHAPTER III

ARBITRATION REQUEST

Art. 10. Those interested in initiating an arbitration proceeding must file the Request for Arbitration via the CAMES website or submit it directly to CAMES Local.

§ 1 The Request, when filed on the CAMES website, must be digitally signed, observing the provisions of art. 23, § 3, of this Regulation.

§ 2 The Request, when submitted in writing, may be filed at CAMES Local or sent to it by parcel service with acknowledgment of receipt.

§ 3 The Request for Arbitration, when physically filed, will be digitalized and attached to the Pact System, and the physical document will be returned to the applicant.

§ 4 CAMES does not file physical documents in its units, and the parties, when necessary, must be responsible for the maintenance and safekeeping of these documents.

Art. 11. The Request for Arbitration must contain:

I - name, e-mail and contact telephone number, address and complete qualification of the parties;

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II - name, e-mail and contact telephone number, address and full qualification of the parties' lawyers, accompanied by the respective power of attorney instruments;

III - copy of the articles of incorporation and document that confers the powers of representation of the legal entity;

IV - copy of the document containing the arbitration agreement;

V - summary of the object of arbitration;

VI - summary of claims;

VII - real or estimated value of the conflict;

VIII - name of the Arbitrator indicated by the party, in the case of an Arbitration Court, pursuant to art. 30 of this Regulation;

IX - indication of CAMES Place, language, laws or legal norms applicable to the concrete case and, if applicable, the option for equity, if the arbitration agreement does not provide for the subject; It is

X - the declaration of acceptance or not of mediation prior to arbitration, if not already provided for in the arbitration agreement.

§ 1 Together with the request, the party will attach proof of payment of the registration fee, according to the Table of Costs and Fees available on the CAMES website.

§ 2 If the claimant fails to comply with any of the requirements set forth in this article, CAMES Local may set a deadline for it to do so, under penalty of dismissal, without prejudice to the possibility of submitting a new Request for Arbitration.

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§ 3 If the agreement provides for the need to carry out mediation prior to the start of the arbitration process, the first mediation session is mandatory.

Art. 12. The CAMES Deliberative Council may, upon the request of a party submitted before the constitution of the Arbitral Tribunal of the second proceeding, considered the stage of the first, consolidate, in a single arbitration, two or more pending arbitrations, submitted to these Regulations, when:

I - the parties have agreed to the consolidation;


II - all claims in arbitrations are formulated based on the same arbitration agreement; or

III - the arbitration clauses are compatible, the disputes involve the same parties and involve the same legal relationship.

§ 1 When deciding on the consolidation, the Deliberative Council shall take into account any circumstances it deems relevant, including whether one or more Arbitrators have been confirmed or appointed in more than one of the arbitrations and, in this case, whether they have been confirmed or appointed different people or people.

§ 2 The arbitration proceedings shall be consolidated in the arbitration initiated in the first place, unless otherwise agreed by the parties.

Art. 13. CAMES Local designated in the Request for Arbitration, within a maximum period of 05 (five) working days from the receipt of the request, will send to the defendant, via order service with acknowledgment of receipt, according to the address informed by the applicant, with information for access to the Request for Arbitration and its attached documents, containing the links to the response form, the Arbitration Rules, the Table of Costs and Arbitration Fees and the updated version of the QPA, also notifying it, within the deadline of 10 (ten) business days, counted from its receipt, to express its opinion on the request for arbitration.

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§ 1 The defendant's response must be filed on the link informed by CAMES, pursuant to art. 10 of these Regulations.

§ 2 The respondent will declare whether or not to accept the requested arbitration, in addition to informing whether or not it is interested in participating in the prior mediation when requested by the Claimant.

§ 3 If the respondent agrees to carry out prior mediation, the arbitration process will be suspended for mediation to take place under the terms of the CAMES Mediation Regulations.


§ 4 If there is an arbitration agreement expressly indicating CAMES, if one of the parties refuses or abstains from participating in the arbitration, the process will have its ordinary progress, and the absent party must be communicated, via order service with acknowledgment of receipt, of all the acts performed, at the expense of the requesting party, being able to intervene in the process at any time.

Art. 14. The respondent party may, if the specific case warrants it, request the inclusion of a new party in the process, as well as submit counterclaims and file a counterclaim, subject to the requirements established in art. 11 of this Regulation.

§ 1 The counterclaim and the counterclaim will not be admitted if the Respondent is in default with any cost of the arbitration process.

§ 2 If the Respondent requests the inclusion of a new party, submits counterclaims or submits a counterclaim, the Applicant will be notified for a statement within 10 (ten) business days.

Art. 15. In the event that the defendant party requests the inclusion of a new party in the arbitration proceeding, the respective Local CAMES, within a maximum period of 05 (five) working days from the receipt of the request, will send the party in question, via ordering service with acknowledgment of receipt, according to the address informed by the respondent, with information for accessing the Request for Arbitration and its attached documents, a copy of the request for inclusion of a new part and the links for accessing the response form, the Arbitration Rules, the Table of Arbitration Costs and Fees and the updated version of the QPA, also notifying it, within a period of 10 (ten) business days,

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counted from its receipt, to express its opinion on the request for arbitration and the request for inclusion in the passive pole .

Art. 16. After the constitution of the Arbitral Tribunal, the inclusion of the additional part in the arbitration will be decided by the Arbitrators, after hearing the parties.

Art. 17. The party that wishes to join the process voluntarily may request it at any time, subject to the decision of the Court, if already constituted.

Art. 18. In any event, the party to be integrated into the arbitration proceeding must agree with the constituted Arbitral Tribunal and an addendum to the Term of Arbitration must be signed.

Art. 19. The parties may submit claims arising from or related to more than one contract in a single arbitration proceeding.

Art. 20. Prior to the constitution of the Arbitration Court, if there is an objection to the continuation, in a single proceeding, of claims arising from or related to more than one contract, the CAMES Deliberative Council will issue a decision on the matter.

Art. 21. The processing in a single arbitration proceeding will be possible when:

I - the arbitration agreements are mutually compatible;

II - the requests originate from the same legal transaction or series of legal transactions; It is

II - there is no significant impact on the efficiency and speed of the process.

Art. 22. After the constitution of the Arbitral Tribunal, the decision that has authorized the proceeding in a single arbitration proceeding will be subject to analysis by the Tribunal.

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CHAPTER IV

DEADLINES AND COMMUNICATIONS

Art. 23. The Pacto System will be used throughout the arbitration process.

§ 1 After the filing of the Request for Arbitration, within two (2) business days, access to the Pact System will be provided for the requesting parties and their lawyers.

§ 2 After the protocol of the Response to the Request for Arbitration, and regardless of acceptance, within two (2) business days, access to the Pact System will be provided for the defendant parties and their lawyers.

§ 3 The documents attached to the Pact System may be signed electronically using any system that allows the unique identification of its signatory or that is chosen by consensus by the parties.


§ 4 All procedural documents and documents presented by the parties, after signing the Term of Arbitration, must necessarily be filed through the Pact System.

§ 5 The representative of the party that will collect the petitions and documents in the Pact System will be personally responsible for their authenticity.

Art. 24. All communications of procedural acts will be made through the Pact System, in the person of the representatives of each of the parties in the arbitration process.

Art. 25. Communication will be considered completed two business days after the procedural act is made available in the Pacto System.

§ 1 In cases where the provision of the procedural act takes place on a non-business day, the provision will be considered to have been made on the first following business day.

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§ 2 For information purposes, electronic correspondence may be sent, confirming the existence of communication in the Pact System, under the terms of this article.

§ 3 The electronic correspondence referred to in § 2, due to its merely informative character, does not exempt the representatives of the parties from the responsibility of accessing the Pacto System to view the existence or not of new procedural acts and communications in the corresponding processes.

§ 4 In urgent cases where the communication made pursuant to this article may cause damage to any of the parties or in cases where any attempt to circumvent the system is evidenced, the procedural act must be carried out by another means that achieves its purpose, as reasonably determined by the Arbitrator.

Art. 26. The communication will determine the deadline for complying with the measure requested by the Arbitral Tribunal.

§ 1 In the absence of a period stipulated by these Regulations or established by the Arbitral Tribunal, the period for the performance of a procedural act by the party shall be five (5) working days.

§ 2 The deadlines set forth in these Regulations may be changed when the Term of Arbitration is drawn up, for good reason, at the discretion of the Arbitral Tribunal, or in response to a common request by the parties.

Art. 27. All deadlines relating to the arbitration process will be counted in business days, excluding the start day and including the expiration day.

§ 1 Business days are those on which CAMES Local is open, as per the calendar available on the CAMES website.

§ 2 Between December 22nd and January 5th there will be a year-end recess at CAMES, a period in which there will be no business hours at CAMES Locals, all deadlines being considered suspended.

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§ 3 During CAMES' end-of-year recess, urgent conservatory or repair measures may be considered.

§ 4 The days of the beginning and expiration of the deadlines will be postponed to the first following business day, if they coincide with a day when the Pacto System is unavailable.

CHAPTER V

ARBITRATION INSTITUTION

Art. 28. Unless expressly agreed by the parties to the contrary, disputes submitted to these regulations will be resolved:

I - by a Sole Arbitrator , in litigation whose estimated value is equal to or less than 2 (two) million reais;

II - by an Arbitration Court, composed of 3 (three) Arbitrators, in dispute whose estimated value exceeds 2 (two) million reais.

Art. 29. In the case of litigation resolved by a Sole Arbitrator, the parties may designate him by mutual agreement.

§ 1 If there is no consensus on the nomination, CAMES Local will adopt the following procedure:

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

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

III - forward the process to the Deliberative Council of CAMES to provide for the appointment of the Arbitrator from among the remaining names.

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Art. 30. When the dispute has to be settled by the Arbitral Tribunal, each party will indicate, in the Request for Arbitration and in the answer, respectively, the name of an Arbitrator.

Single paragraph. If any of the parties fail to make an appointment, the Arbitrator will be appointed by the CAMES Deliberative Council.

Art. 31. If there is more than one claimant or respondent, the claimants, jointly, and the defendants, jointly, will designate their respective Arbitrators. If they do not reach a consensus, the CAMES Deliberative Council may appoint all the members of the Arbitral Tribunal, eliminating any risk of unequal and unfair treatment that could affect the validity of the arbitral award.

Art. 32. If the nominations fall on professionals who are not part of the CAMES Arbitrators' body, these must be accompanied by the respective CVs, for consideration by the CAMES Deliberative Council.

Single paragraph. In the hypothesis of the caput, if the Deliberative Council manifests itself positively, the professional must sign the partnership contract with CAMES, and observe the CAMES Code of Ethics and the provisions of this regulation.

Art. 33. Before the Arbitration Court is constituted, when objections are raised about the existence, validity or effectiveness of the arbitration agreement that can be resolved immediately, regardless of the production of evidence, the CAMES Deliberative Council will be called upon to resolve the issue.

Single paragraph. In any case, the Arbitral Tribunal, once constituted, will decide on its jurisdiction, confirming or modifying the decision previously taken.

Art. 34. CAMES Local will inform the parties and the Arbitrators about the appointments made, at which time the appointed Arbitrators will be asked to express acceptance or refusal of the appointment and, in case of acceptance, fill in the CAMES Conflicts of Interest and Availability Questionnaire, abbreviated as the Questionnaire, within 3 (three) working days.

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Art. 35. The answers to the Questionnaires and any relevant facts will be forwarded to the parties, at which time they will be given a period of 5 (five) business days to respond. If the term elapses without manifestation, it will be considered that the party does not have any objection.

Art. 36. In case of manifestation by the parties of objection related to independence, impartiality or any relevant matter concerning the Arbitrator, a period of 3 (three) working days will be granted for the manifestation of the Arbitrator involved. If the Arbitrator does not recognize the objection, the process will be forwarded to the CAMES Deliberative Council for a decision.

Art. 37. In cases where the appeal or resignation of the appointed Arbitrator is accepted, CAMES Local will notify the party so that, within a period of 3 (three) working days, it can present a new appointment, pursuant to articles 29 or 30.


Art. 38. In the event that the resolution of the dispute has been defined by the Arbitration Court, CAMES Local will notify the Arbitrators appointed by the parties so that they can choose, within a period of 3 (three) business days, from among the professionals who are part of the CAMES Arbitrators body, the third Arbitrator, who will preside over the Arbitral Tribunal, unless the parties have consensually defined another form of appointment.

Art. 39. The Arbitrators chosen by the parties may appoint as president of the professional Court who is not a member of the CAMES body of Arbitrators, pursuant to article 32.

Art. 40. If the Arbitrators do not reach a consensus on the name of the third Arbitrator, this will be appointed by the CAMES Deliberative Council.

Art. 41. CAMES Local will notify the parties and the Arbitrators about the appointment of the Arbitrator who will act as President of the Arbitral Tribunal and will ask the appointed Arbitrator to express his opinion pursuant to article 34.

Art. 42. Once the phase of analysis of suspicion or impediment has passed, the Arbitrators will be summoned to sign the Term of Independence, which formalizes the acceptance of the charge.

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Art. 43. A person who:

I - is a party to the dispute;

II - has participated in the solution of the dispute, as legal representative of one of the parties, given testimony as a witness, acted as an expert, or presented an opinion;

III - is a spouse, relative, consanguineous or similar, in a direct or collateral line, up to the third degree, of one of the parties;

IV - is a spouse, relative, consanguineous or similar, in a direct or collateral line, up to the third degree, of the lawyer or attorney of one of the parties;

V - participate in the governing body or administration of a legal entity that is a party to the litigation or of which it is a shareholder or partner;

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


VII - is a creditor or debtor of one of the parties or of their spouse, or even of their relatives, in direct or collateral line, up to the third degree;

VIII - is presumptive heir, donee, employer, employee of one of the parties or service provider;

IX - receive advantages before or after the litigation has started, advise any of the parties on the object of the cause or provide resources to meet the expenses of the process;

X - is interested, directly or indirectly, in the judgment of the cause, in favor of one of the parties;

XI - has acted as a mediator or conciliator, in the controversy, before the institution of arbitration; or

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XII - has an economic interest related to any of the parties or their lawyers.

Art. 44. It is incumbent upon the Arbitrator to declare, at any time, his eventual impediment and refuse his appointment, or present his resignation.

Art. 45. The parties may challenge the Arbitrators for lack of independence, impartiality, or for another justifiable reason, within 7 (seven) business days of becoming aware of the fact, the challenge being judged by the CAMES Deliberative Council.

Art. 46. If, during the course of the proceedings, any of the causes of impediment occur, death or incapacity of any of the Arbitrators, he will be replaced by another, subject to the provisions of articles 29 and 30. If the impediment falls on the President of the Arbitral Tribunal, he will be replaced by a new indication of the other Arbitrators. In both cases, if they fail to do so, the appointment will be made by the Deliberative Council.

CHAPTER VI

ARBITRATION PROCESS

Art. 47. The parties that submit to arbitration under the terms of this Regulation must:

I - observe this regulation and proceed with loyalty and good faith in all acts of the process;

II - expose the facts according to the truth;

III - avoid formulating claims or claiming a defense with the knowledge that they are without foundation;
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IV - avoid producing evidence or performing useless or unnecessary acts for the declaration or defense of the right.

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Single paragraph. Any objection relating to the violation of these Regulations or the Arbitration Law must be raised by the parties at the first opportunity they have to manifest themselves, under penalty of estoppel.

Art. 48. The parties may not, during the arbitration process, use in their favor any event registered during the mediation procedure, in particular:

I - statement, opinion, suggestion, promise or proposal made by one party to the other in the search for an understanding of the conflict;

II - acknowledgment of fact by any of the parties in the course of the mediation procedure;

III - manifestation of acceptance of the proposed agreement presented by the mediator; It is

IV - document prepared solely for the purposes of the mediation procedure.

Art. 49. After the appointment of the Arbitral Tribunal, a draft of the Term of Arbitration will be drawn up, which must contain:

I - name, complete qualification, address and e-mail of the parties and their lawyers;

II - name, complete qualification, address and e-mail of the Arbitrators;

III - the matter that will be the subject of arbitration;

IV - the real or estimated value of the dispute

V - place where the arbitration will be carried out and the arbitration award will be rendered;

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VI - the deadline for submission of the arbitral award;

VII - the language in which the arbitration process will be conducted;

VIII - determination of the form of payment of the Arbitrators' fees and the administration fee, as well as the responsibility for paying the arbitration expenses;

IX - criteria for setting fees for loss of suit;

X - the estimated calendar of the arbitration process;

XI - the authorization for the Arbitrators to judge by equity, if applicable;


XII - the measures to be adopted for the protection of personal data, if any; It is

XIII - the signature of 2 (two) witnesses.

§ 1 Any amendment to the provisions of this Regulation agreed by the parties will only apply to the specific case.

§ 2 The arbitration will be considered instituted and arbitral jurisdiction initiated from the signing of the Term of Arbitration, but its effects will retroact to the date of the protocol of the Request for Arbitration.

Art. 50. The parties and the Arbitral Tribunal, within 10 (ten) business days after the constitution of the Arbitral Tribunal, must sign the Term of Arbitration at a hearing specially designated for this purpose, preferably carried out by video or teleconference.

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§ 1 At the hearing referred to in the caput, conciliation between the parties will be attempted, pursuant to art. 21, § 4, of Law No. 9.307/96.

§ 2 If any of the parties refuses to participate in the elaboration of the Term or to sign it, such circumstance must be expressly included in the Term, not preventing the continuation of the arbitration.

Art. 51. After signing the Term of Arbitration, it will not be possible to formulate new requests, add or modify existing requests or withdraw from any of the requests without the consent of the other party and the Arbitral Tribunal.

Art. 52. The parties may be represented by lawyers with the necessary powers to act on behalf of the represented party in all acts related to the arbitration process, with CAMES recommending representation by a lawyer.


§ 1 The employee will necessarily be assisted by a lawyer throughout the process.

§ 2 Any change in the representation must be immediately communicated in the records of the electronic process.

§ 3 The Arbitral Tribunal may take all necessary measures to avoid a conflict of interests of an arbitrator resulting from the change in the representation of the parties, including the exclusion of new representatives of the parties in part or in the entirety of the arbitration procedure.

Art. 53. For the presentation of the initial allegations and challenges to the initial allegations, the deadlines established in the Term of Arbitration will be observed and, in the absence of stipulation, the deadline will be of 10 (ten) working days.

Art. 54. The defendants will present the reasons for the counterclaim or counterclaim, if any, within the time limit for the response.

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Art. 55. Once the reasons for the counterclaim or counterclaim have been presented, the applicant will be notified to respond within 10 (ten) working days.

Art. 56. All evidence must be presented at the first opportunity for the parties to manifest themselves, including reports by expert technical assistants, except for a justified reason to be considered by the Arbitral Tribunal.

Single paragraph. If the reports referred to in the caput are not considered sufficient by the Arbitral Tribunal, the Arbitrator may request clarification directly from the expert technical assistants or determine the performance of expert evidence, to be carried out by an expert designated by him, dividing the cost between the parties.

Art. 57. The Arbitral Tribunal may order the parties to supplement the documentation, setting a maximum period of up to 10 (ten) business days for compliance.

Art. 58. If it deems it necessary to hold an instruction hearing, the Arbitral Tribunal will designate the day, time and place for its holding, regulating the way in which the work is organized and carried out, with the option of holding a hearing by video or teleconference.

Art. 59. Aspects of a technical nature involved in the arbitration process may be subject to clarification provided by experts appointed by the parties, who may be summoned to give testimony at a hearing, as determined by the Arbitral Tribunal.

Art. 60. The absence of a regularly communicated party does not prevent the holding of the hearing.

Art. 61. Any nullity of an act carried out in the arbitration process must be claimed at the first opportunity in which the party has the opportunity to express itself.

Art. 62. The final allegations will be presented within 10 (ten) working days after the instruction is declared closed.

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Art. 63. The Arbitral Tribunal, at the request of any of the parties or when it deems appropriate, may, by reasoned decision, grant provisional relief of urgency or evidence.

Single paragraph. It will be the responsibility of the interested party to take the necessary measures to execute the Arbitration Letter or other measure before the Judiciary or any body or institution.

Art. 64. The Arbitral Tribunal may determine that the Party requesting the precautionary and provisional measure presents any guarantees, due to the risk that the precautionary or emergency measure may cause to the counterparty.

Art. 65. The Emergency Arbitrator procedure provided for in Chapter V of the CAMES Ordinary Arbitration Regulation applies to these Regulations.

CHAPTER VII

ARBITRATION AWARD

Art. 66. The arbitral award shall be issued within 20 (twenty) business days , counted from the receipt of the final allegations, unless otherwise agreed by the parties. This period may be extended, at the discretion of the Arbitral Tribunal, without the need for the consent of the parties, for another 20 (twenty) working days.

Art. 67. The failure of the party shall not prevent the rendering of the arbitral award. The sentence, however, cannot be based only on default.

Art. 68. The arbitration award will only be handed over to the parties after full payment of costs and fees, with one of the parties having the option to advance the payment of costs and fees owed by the other.

Art. 69. The arbitral award issued must be substantiated and will produce the effects provided for in art. 31 of Law No. 9,307 of 1996.

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§ 1 The arbitral award shall contain, obligatorily:

I - the report, with the names of the parties and the summary of the dispute;

II - the reasons for the decision, where the questions of fact and law will be analyzed, expressly mentioning whether the Arbitrators ruled equitably;

III - the device, in which the Arbitrators will resolve the issues submitted to them and will establish the deadline for compliance with the decision, if applicable; It is

IV - the date and place where it was issued.

§ 2 The report prepared by an expert who is adopted as the basis for the decision may also form part of the arbitral award.

§ 3 The parties and their successors are obliged to comply with the arbitral award.

§ 4 When there are several Arbitrators, the decision will be taken by majority, and the Arbitrator who disagrees may declare his vote separately.

§ 5 The arbitral award will define the losing party's responsibility to reimburse the winning party for the costs and fees incurred in the arbitration, as well as the amount of the losing party's fees, unless otherwise provided in the arbitration agreement.

Art. 70. After five years of its conclusion, all documents related to the arbitration process, except the arbitral award, will be deleted.

Single paragraph. The arbitral award and any separate vote, if any, will be filed and may be used internally for statistical purposes and study of precedents, safeguarding secrecy and confidentiality.

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Art. 71. The Arbitral Tribunal may issue partial awards before the final arbitration decision.

Art. 72. In case of rendering of a partial arbitral award, the filing of an action for nullity of the arbitral award does not prevent the continuation of the arbitration or the rendering of a final award by the Arbitral Tribunal.

Art. 73. If, during the arbitration process, the parties compromise, putting an end to the dispute, the Arbitral Tribunal, at the request of the parties, will ratify such agreement by means of an arbitral award.

Art. 74. The arbitral award shall be subject to a request for clarification, pursuant to art. 30 of Law No. 9,307 of 1996.

§ 1 The Arbitral Tribunal will decide on the request for clarification within a period of up to 10 (ten) business days, counting from its receipt.

§ 2 The Arbitral Tribunal may correct, ex officio or at the request of the interested parties, any material inaccuracies found in the award.

CHAPTER VIII

AGREEMENT APPROVAL PROCEDURE

Art. 75. Proceedings may be instituted with the specific purpose of obtaining ratification of an arbitration agreement, initiated at the joint request of the parties.

Art. 76. Interested parties must file a Request for Homologation containing the entirety of the agreement to be ratified, via a form available on the CAMES website.

Single paragraph. The Request must be digitally signed, observing the provisions of art. 23, § 3, of this Regulation.

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Art. 77. The Approval Request must contain:

I - name, e-mail and contact telephone number, address and complete qualification of the parties;

II - name, e-mail and contact telephone number, address and full qualification of the parties' lawyers, accompanied by the respective power of attorney instruments;

III - copy of the articles of incorporation and document that confers the powers of representation of the legal entity;

IV - copy of the document containing the arbitration agreement, if any;

V - entire content of the agreement;

VI - real or estimated value of the agreement; It is

VII - authorization for CAMES Place of designation of the Sole Arbitrator responsible for homologation.

Art. 78. CAMES Local will designate the Sole Arbitrator responsible for homologating the agreement, observing the principle of impartiality and the provisions of article 43 of these Regulations.

Art. 79. A day and time will be designated for the hearing, which may be held in person or online .

Single paragraph. The hearing may be recorded, unless expressly objected by the parties involved.

Art. 80. The employee will necessarily be accompanied by a lawyer, who will advise him during the entire procedure.

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Art. 81. The arbitration award will ratify the agreement based on article 28 of Law No. 9,307, of September 23, 1996, observing the legal limits.

§ 1. A partial agreement is permitted, with effective release of the installments specified therein.

§ 2 It is incumbent upon the Arbitrator to analyze the legality of the agreement entered into, refraining from ratifying any agreement that is contrary to a binding rule.

§ 3 The Arbitrator may refrain from ratifying the agreement if he considers it manifestly disproportionate or fraudulent.

Art. 82. The procedure dealt with in this chapter may be used for the purpose of annual discharge of labor obligations, in accordance with article 507-B of the Consolidation of Labor Laws, with the participation of the union of employees of the category.

CHAPTER IX

ARBITRATION COSTS

Art. 83. Payment of the costs of the arbitration process will be carried out in accordance with the Table of Costs and Fees for Arbitration, which is an annexed and integral part of these Regulations.

Art. 84. The Term of Arbitration may provide for the dates for payment of the costs of the arbitration process, requiring payment equivalent to 50% (fifty percent) of the total costs of the arbitration, at least, until the signature of the Term of Arbitration and the remaining costs until the delivery of the arbitral award.

CHAPTER X

FINAL PROVISIONS

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Art. 85. By adopting these Regulations, the parties declare and acknowledge that CAMES is not responsible for the actions, omissions, decisions and arbitral awards issued by the Arbitrator or the Arbitral Tribunal.

Art. 86. Arbitration proceedings shall take place in absolute secrecy, with the Arbitrators, parties and other participants in the process being prohibited from disclosing any information to which they have had access as a result of their participation in the process, unless expressly authorized by all parties or in case of court order.

Art. 87. CAMES may publish an extract of the arbitration awards rendered, which will not contain the identification of the parties, unless expressly stated otherwise by them.

Art. 88. In the event that the arbitration costs are being financed by a third party, the party must declare this circumstance at the first opportunity it has to manifest itself in the process, informing the existence of financing and which individual or legal entity is financing it.

Art. 89. In the event of lack of agreement between the parties, the seat and language of the arbitration will be fixed by the Arbitral Tribunal.

Art. 90. It will be up to the Arbitral Tribunal to interpret and apply these Regulations to specific cases, including filling in any gaps.

Art. 91. The doubts and gaps resulting from the application of these Regulations, before the constitution of the Arbitral Tribunal, will be resolved by the Deliberative Council.

Art. 92. The rules of Law No. 9,307, of September 23, 1996, are applied to this regulation.

Art. 93. This regulation was approved by the Executive Board of CAMES at a meeting held on 03/28/2023 , coming into force on May 1, 2023.


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ARBITRATION COSTS AND FEES TABLE

CAUSE AMOUNT	ADMINISTRATION FEE		REFEREE FEES
Up to BRL 200,000.00	BRL 6,000.00	BRL 10,000.00	
From BRL 200,000.01 to BRL 300,000.00	BRL 7,500.00	BRL 12,000.00	
From BRL 300,000.01 to BRL 400,000.00	BRL 8,500.00	BRL 15,250.00	
From BRL 400,000.01 to BRL 500,000.00	BRL 9,500.00	BRL 18,500.00	
From BRL 500,000.01 to BRL 600,000.00	BRL 10,500.00	BRL 21,750.00	
From BRL 600,000.01 to BRL 700,000.00	BRL 11,500.00	BRL 25,000.00	
From BRL 700,000.01 to BRL 800,000.00	BRL 12,500.00	BRL 28,250.00	
From BRL 800,000.01 to BRL 900,000.00	BRL 13,500.00	BRL 31,500.00	
From BRL 900,000.01 to BRL 1,000,000.00	BRL 14,500.00	BRL 34,750.00	
From BRL 1,000,000.01 to BRL 1,200,000.00	BRL 16,000.00	BRL 40,000.00	
From BRL 1,200,000.00 to BRL 1,400,000.00	BRL 17,500.00	BRL 43,500.00	
From BRL 1,400,000.01 to BRL 1,600,000.00	BRL 19,000.00	BRL 47,000.00	
From BRL 1,600,000.00 to BRL 1,800,000.00	BRL 20,500.00	BRL 50,500.00	
From BRL 1,800,000.01 to BRL 2,000,000.00	BRL 22,000.00	BRL 54,000.00	
From BRL 2,000,000.01 to BRL 2,500,000.00	BRL 24,500.00	BRL 60,000.00	
From BRL 2,500,000.01 to BRL 3,000,000.00	BRL 27,000.00	BRL 64,000.00	
From BRL 3,000,000.01 to BRL 3,500,000.00	BRL 29,500.00	BRL 68,000.00	
From BRL 3,500,000.01 to BRL 4,000,000.00	BRL 32,000.00	BRL 72,000.00	
From BRL 4,000,000.01 to BRL 4,500,000.00	BRL 34,500.00	BRL 76,000.00	
From BRL 4,500,000.01 to BRL 5,000,000.00	BRL 37,000.00	BRL 80,000.00	
From BRL 5,000,000.01 to BRL 6,000,000.00	BRL 40,000.00	BRL 88,000.00	
From BRL 6,000,000.01 to BRL 7,000,000.00	BRL 43,000.00	BRL 95,000.00	
From BRL 7,000,000.01 to BRL 8,000,000.00	BRL 46,000.00	BRL 102,000.00	
From BRL 8,000,000.01 to BRL 9,000,000.00	BRL 50,000.00	BRL 110,000.00	
From BRL 9,000,000.01 to BRL 10,000,000.00	BRL 56,000.00	BRL 120,000.00	

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From BRL 10,000,000.01 to BRL 12,500,000.00	BRL 62,000.00	BRL 130,000.00
From BRL 12,500,000.01 to BRL 15,000,000.00	BRL 68,000.00	BRL 140,000.00
From BRL 15,000,000.01 to BRL 17,500,000.00	BRL 75,000.00	BRL 150,000.00
From BRL 17,500,000.01 to BRL 20,000,000.00	BRL 87,500.00	BRL 175,000.00
Above BRL 20,000,000.00	BRL 100,000.00	BRL 200,000.00

* Values corrected periodically.

1. Registration Fee

1.1. Upon submission of the Request for Arbitration, the Requesting Party shall pay a non-refundable registration fee in the amount of R\$ 2,000.00 (two thousand reais).

2. Expedited Arbitration


2.1. In arbitrations with a value in cause above 1 (one) million reais , if they opt for the expedited arbitration process, the parties will have a 20% (twenty percent) discount in relation to the value established in the Arbitration Cost Table.

3. Administration fee

3.1. The administration fee must be paid by the parties up to the date on which the Arbitration Term is signed and shared equally between them, unless otherwise agreed. This fee corresponds to the Clearinghouse's remuneration for the administration of the entire arbitration process, and must be paid as established in the Term of Arbitration.

4. Arbitrator Fees

4.1. Arbitrators' fees are the amounts transferred to CAMES as a result of the arbitrator's activity, designated by the Chamber, in accordance with its regulation.

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4.2. Fees will be shared equally between the parties, unless otherwise agreed.

4.3. The totality of the Arbitrator's Fees shall be passed on to CAMES until the Final Arguments are presented by the parties, and 50% (fifty percent) of the Arbitrator's Fees shall be paid until the date of signature of the Term of Arbitration, under penalty of suspension of the process until the effective discharge.

4.4. One of the parties may anticipate the payment of costs and fees due by the other in order to enable the continuation of the process, without prejudice to the provisions of item 4.5.

4.5. The losing party will reimburse the winning party for the costs and fees incurred in the course of the arbitration process, as defined in the arbitral award.


4.6. In the case of institution of an Arbitration Court, the President Arbitrator will receive the amount established for the Arbitrator's fees from the table above, and the Co-arbitrators will each receive 80% (eighty percent) of the amount provided for the Arbitrator's fees from the table above.

4.7. In the event that the Arbitral Tribunal finds that the arbitration agreement does not exist, is invalid or ineffective or that the dispute is outside the scope of the agreement, in case there has been no instruction on the merits, the Arbitrator's remuneration will correspond to 30% (thirty per cent) of the amount initially foreseen, and any amount collected in excess must be returned to the parties.

4.8. The value of the fees does not include any tax costs, which may affect the hiring of the Arbitrator and which must be borne by the parties.

5. Emergency Referee

5.1. The amount corresponding to 30% (thirty percent) of the CAMES Schedule of Costs and Fees will be charged, as fees for the Emergency Arbitrator and administration fee, paid in advance by the party requesting the measure.

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5.2. The amounts paid as a result of the use of an Emergency Arbitrator are independent and will not be deducted from the costs of the main proceedings.

5.3. The amount corresponding to 100% of the registration fee will be charged for using the Emergency Arbitration procedure. A new registration fee will not be charged when the main proceedings are initiated.

6. Other Costs

6.1. The party that causes CAMES to use the ordering service with acknowledgment of receipt, either when requesting arbitration, including a new party in the arbitration process or in any other case, will be responsible for the prior payment of the service within a period of up to 03 (three) business days from receipt of the request by CAMES.

6.2. All other expenses necessary for the development of the process , such as expert examinations, shorthand, shorthand, travel, accommodation, among others, will be paid in advance by the party that requested the diligence that originated the expense, and, in the event of diligence determined by the Arbitrator, expenses will be apportioned equally between the parties.

7. Changes in the Claim Value

7.1. If, during the course of the process , it is verified that the economic value of the dispute informed by the parties is lower than the real economic value determined based on the elements produced during the process , CAMES Local will proceed with the respective correction, and the parties, if necessary, case, supplement the amount initially deposited by way of administration fee and arbitrator's fees within 05 (five) working days, counting from the receipt of the notice.

7.2. In the case of filing a Counterclaim by the defendant, when admitted, the costs will be recalculated considering the Counterclaim as an autonomous process.

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8. Payment Method

8.1. The registration fee, the administration fee, the Arbitrator's fees and any costs must be paid, within the specified period, by means of a bank slip issued by CAMES Local.

9. Failure to Make Payment

9.1. In the event that any cost of the arbitration process is not effectively settled within the specified period, the arbitration will be suspended for up to 60 (sixty) days to await payment settlement.

9.2. Once the above period has elapsed without due settlement of the payment, the arbitration may be terminated by CAMES Local, without prejudice to the right of the parties to resubmit the same claims in a new arbitration.

9.3. Once the arbitration is terminated, there will be no refund of the administration fee previously paid, as well as the Arbitrator's fees and other possible costs.

10. Referee Replacement

10.1. The Arbitrator's fees, in cases of resignation, valid challenge, death, civil incapacity of the Arbitrator or supervening fact, will be paid proportionally, as determined below:

a) before signing the Term of Arbitration, the Arbitrator will not receive any part of the stipulated fees;

b) after signing the Term of Arbitration and before the end of the instruction, the Arbitrator will receive up to 25% of the stipulated fees;

c) after the conclusion of the instruction and until the presentation of the final arguments, the Arbitrator will receive up to 50% of the stipulated fees;

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d) after the decision rendered due to motions opposed against the arbitration award or after the deadline for filing the appeal has elapsed, when the parties are inert, the Arbitrator will receive up to the totality of the stipulated fees.

10.2. The Arbitrator who assumes the functions in the arbitration process, in substitution and in the events of item 10.1, will receive as remuneration the difference between the fees expressed in the CAMES Arbitration Cost Table and the amount received by the Arbitrator who left the process.

11. Withdrawal by the Parties

11.1. The Arbitrator's fees, in cases of withdrawal by the parties, will be paid proportionally, as determined below:

a) before signing the Term of Arbitration and after signing the Term of Independence , the Arbitrator will receive 20% of the stipulated fees;


b) after signing the Term of Arbitration and before the end of the instruction, the Arbitrator will receive up to 40% of the stipulated fees;

c) after the conclusion of the instruction and the presentation of the final arguments, the Arbitrator will receive up to 70% of the stipulated fees.

11.2. If the initial amount received by the Arbitrator after signing the arbitration agreement is greater than the amount to which he is entitled by virtue of the provisions of this item of waiver by the parties, the arbitrator must refund the undue amount passed on by CAMES.

12. Homologation of Agreement in the Course of Arbitration

12.1. The Arbitrator's fees, in the event that the Arbitrator renders a homologating award in agreement, will be paid proportionally, as determined below:

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- a) before signing the Term of Arbitration, the arbitrator will receive up to 30% of the stipulated fees;
- b) after signing the Term of Arbitration and before the end of the instruction, the Arbitrator will receive up to 50% of the stipulated fees;
- c) after the conclusion of the instruction and the presentation of the final arguments, the Arbitrator will receive up to 80% of the stipulated fees.

12.2. If the initial amount received by the Arbitrator after signing the arbitration agreement is greater than the amount to which he is entitled by virtue of the provisions of this item of waiver by the parties, the Arbitrator must refund the undue amount transferred by CAMES to the parties.

13. Costs of the approval procedure

13.1. In the agreement approval procedure, an administration fee of 2% (two percent) of the agreement value will be charged, being at least R\$ 500.00 (five hundred reais). No registration fee will be charged.

13.2. The Sole Arbitrator's fees will be defined by mutual agreement between CAMES Local and the designated Arbitrator, and the remuneration must be derived from the administration fee specified above.

13.3. Considering exceptional circumstances, such as the volume and complexity of the demand, a different value may be defined for the procedure referred to in this item, upon authorization by CAMES Brasil.

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