CIESP/FIESP CHAMBER OF CONCILIATION, MEDIATION AND ARBITRATION

RULES, NORMS AND STATUTES

CIESP FIESP

The Chamber of Conciliation, Mediation and Arbitration CIESP/FIESP

SUMMARY

INTERNAL REGULATION OF THE CIESP/FIESP CHAMBER OF CONCILIATION, MEDATION, AND ARBITRATION 5

NAME AND LOCATION 5

OBJECTIVES 5

ADMINISTRATION OF THE CHAMBER 6

CONCILIATORS, MEDIATORS AND ARBITRATORS 10

ARBITRATION RULES 13

1. Submission to the Present Rules 13
2. Preliminary Actions 13
3. Multiple Parties Arbitration 15
4. *Prima facie* Decision 15
5. The Terms of Reference 15
6. Submission Agreement 16
7. Arbitrators 16
8. The Parties 17
9. Notices, Time Limits and Filing of Documents 17
10. Proceedings 18
11. Acts Outside the Seat of Arbitration (place of arbitration) 19
12. Hearing for Production of Evidence 20
13. Conservatory and Interim Remedies 20
14. The Seat of Arbitration (Place of Arbitration) 20
15. The Arbitral Award 20
16. Request for Clarification 22
17. Award by Consent 22
18. Enforcement of the Arbitral Award 23
19. Arbitration Costs 23
20. Final Provisions 23

MEDIATION RULES 25

1. Mediation 25
2. Submission to the Present Rules 25
3. Preliminary Actions 25
4. The Statement of Mediation 26
5. Amicable Settlement 27
6. Final Provisions 27

ANNEX I

SCHEDULE OF COSTS AND ARBITRATORS' FEES 29

1. Filing Fee 29
2. Administration Fee 30
3. Arbitrators' Fees 31
4. Revoked 34
5. Expenses 35
6. General Provisions 35

ANNEX II

CODE OF ETHICS 39

Preamble 39

1. Fundamental Principles 40
2. Impartiality and Independence 40
3. Duty to Disclose 41
4. Diligence, Competence and Readiness 41
5. Duty of Confidentiality 42
6. Acceptance of Nomination 43
7. Communication with the Parties 44
8. Final Provisions 44

ANNEX III

SCHEDULE OF COSTS AND MEDIATORS' FEES 45

1. Administration Fee 45
2. Mediator's Fees 45
3. Expenses 47
4. General Provisions 48

ANNEX IV

BRAZILIAN ARBITRATION ACT LAW No. 9,307 OF SEPTEMBER 23, 1996 AS AMENDED BY LAW No. 13,129 OF MAY 26, 2015 51

ANNEX V

BRAZILIAN MEDIATION ACT LAW No. 13,140, OF JUNE 26, 2015 69

CIESP/FIESP CHAMBER OF CONCILIATION, MEDIATION AND ARBITRATION

RULES, NORMS AND STATUTES

INTERNAL REGULATION OF CIESP/FIESP CHAMBER OF CONCILIATION, MEDIATION AND ARBITRATION

NAME AND LOCATION

1. The SÃO PAULO CHAMBER OF CONCILIATION, MEDIATION AND ARBITRATION – CIESP/FIESP shall be designated "Ciesp/Fiesp Chamber of Conciliation, Mediation and Arbitration," hereinafter referred to as "Chamber," located at Avenida Paulista, 1313, in the City of São Paulo, State of São Paulo, Brazil.

OBJECTIVES

2. The objective of the Chamber is to administer the conciliations, mediations and arbitrations that are submitted to it, providing assistance in the development of conciliations, mediations and arbitrations pursuant to the Chamber's Rules, in addition to the following functions:

   a) to draft standard arbitration clauses, without prejudice to any other clause voluntarily stipulated by the parties;

   b) to exchange and congregate with conciliation, mediation and arbitration institutions or bodies in Brazil or abroad, as well as to enter into collaboration or mutual cooperation or partnership agreements through Ciesp and/or Fiesp;

   c) to engage in any activity related to conciliation, mediation and arbitration in Brazil and abroad.

ADMINISTRATION OF THE CHAMBER

3. The Chamber shall consist of a Presidency, a Superior Council and a Secretariat.

3.1. The Presidency of the Chamber shall be exercised pursuant to the terms provided for in this Regulation.

3.2 The Superior Council shall be composed of a President, a Vice-President and Councilors, who shall not be less than five, and always in an odd number.

3.3 The Secretary General shall be responsible for the operational administration of the Chamber.

4. The President of the Chamber shall:

a) administer and represent the Chamber, delegating powers as needed;

b) comply and demand compliance with both this Internal Regulation and the Rules;

c) designate the members of the permanent list of conciliators, mediators and arbitrators;

d) perform other functions as necessary for the fulfillment of both this Regulation and the Rules;

e) appoint conciliators, mediators and arbitrators, except as otherwise agreed between the parties, according to the nature and characteristics of the dispute, without prejudice to the terms of item 4.1;

f) issue supplementary and procedural rules intended to clarify doubts on the adoption of this Regulation and the Rules as regards cases not covered hereby;

g) review the schedule of costs and fees of the Chamber;

h) amend the Rules when necessary;

i) initiate, either *sua sponte* or upon request, and preside over administrative investigations with respect to the conduct of conciliators, mediators and arbitrators, by proposing to the Superior Council, if applicable, their removal from the Chamber, with due regard for their right of defense;

j) attend, as a permanent member, the meetings held by the Superior Council.

4.1. Where the President of the Chamber is absent and/or unable, the conciliators, mediators and arbitrators mentioned under item 'e' shall be jointly appointed by the President, the Vice-President of the Superior Council, and the Vice-President of the Chamber.

5. The Vice-President of the Chamber shall:

a) assist the President in the performance of his functions, in all relevant matters;

b) substitute for the President in his absences and inability, without prejudice to the terms of item 4.1;

c) attend meetings held by the Superior Council.

6. The Superior Council of the Chamber shall be responsible for:

a) coordinating, supervising and guiding the Chamber's mission through strategic policies designed to accomplish its purposes;

b) organizing, governing and issuing norms to ensure achievement of its goals;

c) promoting its activities and disseminating the culture of alternative dispute resolutions of controversies and disputes, thus contributing to social peace;

d) proposing that Ciesp and Fiesp enter into partnership agreements so as to expand their activities, and to engage in exchanges with cultural, scientific and technological institutions, professional and academic associations, government-owned and private companies, as a means to enhance the development of alternative dispute resolution methods;

e) proposing strategies and planning to the Chamber;

f) deciding on any incidents and resolving any inquiries made by the President of the Chamber in the course of conciliation, mediation and arbitration proceedings;

g) clarifying doubts and providing assistance to the Presidency of the Council in administrative decisions;

h) ratifying the designation of conciliators, mediators and arbitrators for the permanent list of the Chamber, pursuant to item 4.c herein;

i) imposing administrative actions for removal of conciliators, mediators and arbitrators from the respective list, subject to item 4.i.

7. The President of the Superior Council shall:

a) represent the Superior Council and perform functions inherent in the Presidency;

b) schedule and preside over meetings, by issuing the relevant call notices;

c) delegate functions to the members of the Chamber's Superior Council.

8. The Vice-President of the Superior Council shall:

a) assist the President in the performance of his functions, in all matters relevant to the Chamber's objectives;

b) substitute for the President in his absence and inability.

9. The Councilors shall:

a) submit proposals for improving the functioning of the Chamber and of the Superior Council;

b) attend meetings, debates and participate in the resolutions made by the Council.

10. The Secretary General shall:

a) ensure the proper execution of the Chamber's services, which includes providing information to the parties and their counsel, as needed;

b) receive and issue notices and communications as stipulated under the Rules;

c) keep custody of the Chamber documents and update records, by preserving confidentiality thereof;

d) arrange for the payment of costs and fees, by providing the parties with the relevant documentation.

10.1. The Secretary General shall be remunerated and appointed by the Center of Industries of the State of São Paulo – Ciesp, from among specialized professionals.

11. The President and Vice-President of the Chamber, the President and Vice-President of the Superior Council and the other Councilors shall be appointed by the President of the Center of Industries of the State of São Paulo – Ciesp and by the President of the Federation of Industries of the State of São Paulo – Fiesp among reputable persons regarded as renowned legal or technical specialists.

11.1 The President of the Chamber, the Vice-President of the Chamber, and the members of the Superior Council shall not be remunerated on any account whatsoever for the performance of their functions, which are deemed to be honorary positions.

CONCILIATORS, MEDIATORS AND ARBITRATORS

12. Conciliators, mediators and arbitrators shall be honest and honored persons, renowned as legal or technical specialists, who shall be included in the relevant permanent list following appointment made by the President of the Chamber and ratified by the Superior Council;

12.1 In the performance of their functions, conciliators, mediators and arbitrators shall be impartial, discrete, competent, diligent, and shall strictly conform to the norms of the Code of Ethics.

13. Within the ambit of the Chamber, the President, the Vice-President, the members of the Superior Council, the Secretary-General and the Secretariat employees shall not participate in conciliation, mediation and arbitration proceedings if they have any interest in the dispute.

14. Except as otherwise agreed between the parties, conciliators, mediators and arbitrators who have acted in conciliation and mediation proceedings preceding the subsequent arbitration proceedings shall not participate therein as arbitrators.

15. Each and every change to be made in the Chamber structure or Internal Regulation shall necessarily be approved by the President of Ciesp and Fiesp.

São Paulo, October 6, 2011

Center of Industries of the State of São Paulo (Ciesp)
Federation of Industries of the State of São Paulo (Fiesp)

Paulo Antonio Skaf
President

ARBITRATION RULES

1. SUBMISSION TO THE PRESENT RULES

1.1. Parties wishing to submit, upon execution of an arbitration agreement, any disputes to the Ciesp/Fiesp Chamber of Conciliation, Mediation and Arbitration, hereinafter referred to as Chamber, hereby accept and become bound by the present Rules and the Chamber's Internal Regulation.

1.2. Any change in the provisions hereunder, as agreed between the parties, shall only be valid for the specific case.

1.3. The Chamber does not resolve disputes itself. It administers the development of arbitral proceedings by nominating and appointing arbitrator(s), unless otherwise agreed between the parties.

1.4. These Rules shall apply whenever the arbitration agreement determines submission to the arbitration rules set out by the Ciesp/Fiesp Chamber of Conciliation, Mediation and Arbitration, Ciesp/Fiesp Chamber of Conciliation, Mediation and Arbitration of São Paulo, the São Paulo Chamber of Mediation and Arbitration, the Fiesp Chamber of Arbitration, or whenever it refers to any Chamber of Arbitration belonging to any of Ciesp and Fiesp entities.

2. PRELIMINARY ACTIONS

2.1. The arbitral proceedings shall be initiated upon request by the interested party, which shall, from the outset, mention the arbitration agreement stating the reference of the matter to arbitration administered by the Chamber, the subject matter of the arbitration, the amount of the dispute, the name and full identification of the other party(ies), attaching a copy of the contract and any other documents relevant to the dispute.

2.2. The Secretariat of the Chamber shall send a copy of the request to the other party(ies), inviting them to nominate an arbitrator within fifteen (15) days, in accordance with the arbitration agreement, and shall send its List of Arbitrators, in addition to a copy of these Rules and of the Code of Ethics. The opposing party(ies) shall have an identical time limit to nominate an arbitrator.

2.3. The Secretariat of the Chamber shall inform the parties about the nomination of an arbitrator by the opposing party and shall request the submission of this arbitrator's résumé, except if he/she is a member of the List of Arbitrators.

2.4. The president of the Arbitral Tribunal shall be elected by mutual agreement of the arbitrators nominated by the parties, preferably from among the members of the Chamber's List of Arbitrators. The names shall be subject to approval of the President of the Chamber. The approved arbitrators shall be notified to express their acceptance and to execute the Statement of Independence, whereupon the arbitral proceedings are deemed to have commenced. The Secretariat, within ten (10) days from receipt of the arbitrators' confirmation, shall notify the parties to draft the Terms of Reference.

2.5. Should either party fail to nominate an arbitrator within the time limit provided in item 2.2, the President of the Chamber shall make the appointment. In the absence of such nomination, the President of the Chamber shall also appoint, preferably from among the members of the Chamber's List of Arbitrators, the arbitrator who shall act as President of the Arbitral Tribunal.

2.6. The Arbitral Tribunal shall be composed of three (3) arbitrators, and the parties may agree that the dispute shall be settled by a sole arbitrator, nominated by them, within fifteen (15) days. If no nomination is made within said time period, the arbitrator shall be designated by the President of the Chamber, preferably from among the members of the List of Arbitrators.

2.7. The commencement of an arbitration to be resolved by a sole arbitrator shall follow the same procedure described in these Rules for arbitrations with three arbitrators (Arbitral Tribunal).

3. MULTIPLE PARTIES ARBITRATION

3.1. Where there are multiple parties as claimants or respondents (multiple parties arbitrations), the multiple claimants, jointly, or the multiple respondents, jointly, shall mutually agree to nominate an arbitrator, in accordance with items 2.1 to 2.5. If the parties fail to agree, the President of the Chamber shall appoint all the arbitrators to constitute the Arbitral Tribunal.

4. *PRIMA FACIE* DECISION

4.1. The President of the Chamber shall conduct a preliminary examination, i.e., a *prima facie* analysis, before the constitution of the Arbitral Tribunal, on matters related to the existence, validity, effectiveness and scope of the arbitration agreement, as well as to the consolidation of claims and to the extension of the arbitration clause, granted that the Arbitral Tribunal shall decide on its jurisdiction, by either confirming or changing the decision of the Presidency.

5. THE TERMS OF REFERENCE

5.1. The Terms of Reference shall be prepared by the Secretariat of the Chamber together with the arbitrators and the parties, and shall include the names and identification of the parties, their counsel and the arbitrators, the place where the award is to be issued, whether it is permitted to judge the subject matter of the dispute on an ex aequo et bono basis, the amount of the claim, and the liability for payment of court costs, experts' and arbitrators' fees, as well as the statement that the Arbitral Tribunal is bound by the Terms of Reference and these Rules.

5.2. The parties shall execute the Terms of Reference together with the arbitrators and a representative of the Chamber. The Terms of Reference shall be filed by the Chamber. Absence of signature by either party shall not prevent the regular continuation of the arbitration.

5.3. Following the execution of the Terms of Reference, the parties shall not be authorized to introduce other claims, except as approved by the Arbitral Tribunal.

6. SUBMISSION AGREEMENT

6.1. In the absence of an arbitration clause, if the parties wish to submit their dispute to arbitration, a submission agreement may be executed by the parties.

7. ARBITRATORS

7.1. Well reputed persons may be appointed to act as arbitrators.

7.2. The person appointed to act as arbitrators shall disclose in writing any facts or circumstances whose nature may give rise to justified doubts on the arbitrator's Independence and Impartiality. The Chamber shall communicate such information to the parties in writing and set a time limit for them to submit their respective remarks thereon.

7.3. If, at any time, an arbitrator is challenged or requested to be disqualified, a time limit shall be assigned for the arbitrator (and also the parties, if they so wish) to present their comments. The matter shall be decided by a committee made up of three (3) members from the Chamber's List of Arbitrators, appointed by the President of the Chamber.

7.4. If, during the arbitral proceedings, any reasons justifying disqualification of arbitrators arise based on impediment or suspected bias, or in the event of death or incapacity of an arbitrator, the latter shall be replaced by another, appointed by the same party and, as the case might be, by the President of the Chamber, under the present Rules.

7.5. Arbitrators, in fulfilling their mission, shall not only be independent and impartial, but also discrete, diligent, competent, and shall also comply with the Code of Ethics.

7.6. The appointed arbitrators shall complete a questionnaire sent by the Secretariat of the Chamber, and execute the Statement of Independence.

8. THE PARTIES

8.1. The parties may be represented by counsel with adequate powers to act on their behalf in the arbitral proceedings.

9. NOTICES, TIME LIMITS AND FILING OF DOCUMENTS

9.1. For the purposes of these Rules, notices shall be sent by letter, facsimile, electronic mail or equivalent means, against receipt of the respective hard copy.

9.2. Time limits shall start running from the first business day following the date of delivery of the hard copy of the communication or notice, if the parties do not provide otherwise in the Terms of Reference.

9.3. All documents sent to the Arbitral Tribunal shall be received upon due lodging thereof with the Secretariat of the Chamber, in as many copies as the number of arbitrators and parties, and another copy to be filed with the Secretariat of the Chamber. Documents filed in an insufficient number of copies shall not be accepted.

9.4. The Arbitral Tribunal may set time limits for compliance with procedural orders. The time limits hereunder may be modified, at the discretion of either the Arbitral Tribunal or the President of the Chamber, in what regards item 2.2 (nomination of arbitrator).

9.5. In the absence of a time limit for a specific action, a five-day (5) deadline shall apply.

9.6. Documents in a foreign language shall be translated into Portuguese by means of free translation.

10. PROCEEDINGS

10.1. Upon commencement of the arbitration, the Arbitral Tribunal, through the Secretariat of the Chamber, may summon the parties to attend a preliminary hearing to be held via the most convenient means. The parties shall be informed of the procedure and shall take the relevant actions for the regular development of the arbitration.

10.2. In the Terms of Reference, the parties and the arbitrators may agree on time limits for submissions and documents, and establish a provisional timetable of events. In the absence of mutual consent thereon, the Arbitral Tribunal shall set the respective time limits, timetable, and the order and form of production of evidence.

10.3. The Secretariat of the Chamber, following receipt of the pleadings submitted by the parties and the attached documents, shall send them to the arbitrators and to the parties.

10.4. The Arbitral Tribunal shall grant the evidence it deems useful, necessary, and relevant, and decide on the means for production thereof.

10.5. The Secretariat of the Chamber shall provide for the stenographic transcripts of the testimonies, as well as the services of interpreters or translators, the costs of which shall be borne by the parties.

10.6. The members of the Chamber, the arbitrators and the parties shall not disclose information they have had access to as a consequence of their functions or participation in the arbitral proceedings, except as required by law.

10.7. The proceedings shall continue to develop notwithstanding a default from either party, provided that such party had been duly notified to take part in the proceedings and all subsequent actions. No arbitral award shall be based on the party's default.

11. ACTS OUTSIDE THE SEAT OF ARBITRATION (PLACE OF ARBITRATION)

11.1. If the Arbitral Tribunal considers necessary for an action to be taken outside the seat of arbitration, the parties shall be notified of the date, time, and place thereof, and shall be authorized to attend.

11.2. Once said action is taken, the President of the Arbitral Tribunal may draft a report, stating the facts and conclusions of the Arbitral Tribunal, which shall be communicated to the parties that will have the opportunity to comment.

12. HEARING FOR PRODUCTION OF EVIDENCE

12.1. If witness testimony is needed, the Arbitral Tribunal, through the Secretariat of the Chamber, shall summon the parties to attend a hearing for the production of such evidence at a day, time and place to be defined in advance.

12.2. The hearing shall observe the procedural rules determined by the Arbitral Tribunal under the Terms of Reference or of a Procedural Order.

12.3. Upon conclusion of production of evidence, the Arbitral Tribunal shall set a date for the parties to submit their closing statements.

13. CONSERVATORY AND INTERIM REMEDIES

13.1. The Arbitral Tribunal is competent to issue provisional measures, both injunctive an anticipatory, to the extent needed to ensure the proper development of the arbitral proceedings.

14. THE SEAT OF ARBITRATION (PLACE OF ARBITRATION)

14.1. In the absence of a place of arbitration agreed by the parties, the place of arbitration shall be the city of São Paulo, unless otherwise decided by the Arbitral Tribunal, after hearing the parties.

15. THE ARBITRAL AWARD

15.1. The Arbitral Tribunal shall render the award within sixty (60) days counted from the business day following the date set for the filing of the closing statements, which may be extended for another period of sixty (60) days, at the discretion of the Arbitral Tribunal. Exceptionally and upon justification, the Arbitral Tribunal may request a new extension to the President of the Chamber.

15.2. The arbitral award shall be rendered by majority vote, each arbitrator being entitled to one vote. In the absence of an agreement by the majority, the vote issued by the President of the Arbitral Tribunal shall prevail. The arbitral award shall be registered in writing by the President of the Arbitral Tribunal and signed by all arbitrators. Should an arbitrator be unable or unwilling to sign the award, the President of the Arbitral Tribunal shall certify such fact.

15.3. The dissenting arbitrator may provide grounds for his dissenting opinion, which shall be included in the arbitral award.

15.4. The arbitral award shall necessarily contain:

a) a report with the name of the parties and a summary of the dispute;

b) the grounds for the decision, which shall provide for the findings of fact and findings of law, clarifying that it was made on an *ex aequo et bono* basis, if applicable;

c) the decision on the merits of the case, with all its specifications and deadline for performance of the award, if applicable;

d) the day, month, year, and the place where the arbitral award was rendered, subject to item 15.5. below.

15.5. The arbitral award shall be deemed to have been rendered at the seat (place) of the arbitration and on the date set therein, unless otherwise stated by the parties.

15.6. The arbitral award shall also contain the administrative costs, expenses, and attorneys' fees, as well as the respective apportionment.

15.7. Upon the issuing of the arbitral award, the arbitration shall be deemed to be closed, and the President of the Arbitral Tribunal shall send the award to the Secretariat of the Chamber so that it is sent to the parties, either by mail or by any other means of communication, against receipt.

15.8. The Secretariat of the Chamber shall comply with the provision of item 15.7 following effective proof of full payment of costs and arbitrators' fees by one or both parties, under Annex I – Schedule of Costs and Arbitrators' Fees.

15.9. The Arbitral Tribunal may issue a partial award, following which it shall continue with the proceedings and the production of evidence shall be restricted to the portion of the dispute pending decision not decided by the partial award.

16. REQUEST FOR CLARIFICATION

16.1. Within ten (10) days from the date of receipt of the notice or of the personal knowledge of the arbitral award, the interested party, upon communication to the Secretariat of the Chamber, may submit a Request for Clarification to the Arbitral Tribunal, on the grounds of obscurity, omission, or contradiction in the award, requesting that the Arbitral Tribunal clarifies the obscurity, supplements the omission, or remedies the contradiction of the arbitral award.

16.2. The Arbitral Tribunal shall decide within ten (10) days, amending the arbitral award, if applicable, and by notifying the parties under item 15.7.

17. AWARD BY CONSENT

17.1. If, during the arbitral proceedings, the parties reach an agreement on the dispute, the Arbitral Tribunal may issue an award by consent.

18. ENFORCEMENT OF THE ARBITRAL AWARD

18.1. The arbitral award is final, the parties being bound to it in the manner and within the time periods therein stated.

19. ARBITRATION COSTS

19.1. The Chamber shall prepare a table of costs and arbitrators' fees, as well as other expenses, establishing the payment means and terms, which may be reviewed by the Chamber from time to time.

20. FINAL PROVISIONS

20.1. The parties shall choose the rules or the law that shall apply to the merits of their dispute and the language of the arbitration, and shall decide whether the arbitrators are authorized to enter an ex aequo et bono decision. In the absence of provisions or consent thereon, the Arbitral Tribunal shall determine the applicable rules or law, as well as the language, as it deems fit.

20.2. The Arbitral Tribunal shall interpret and apply these Rules to the specific cases, including any omissions, within the ambit of its powers and duties.

20.3. Any doubts and omissions resulting from these Rules, before the constitution of the Arbitral Tribunal, as well as in any cases not provided herein, shall be settled by the President of the Chamber.

20.4. The Chamber may publish excerpts of the arbitral award, with due omission of the parties' identities.

20.5. If the parties so wish, and upon their express authorization, the Chamber may disclose the full content of the arbitral award.

20.6. Upon written request, the Secretariat of the Chamber may provide the parties with certified copies of documents connected with the arbitration.

20.7. The Chamber may exercise the function of appointing authority of arbitrators in *ad hoc* arbitrations, through its Presidency, as agreed by the parties in the arbitration agreement.

20.8. The Chamber may, at the parties' request, administer arbitral proceedings under the UNCITRAL Rules (United Nations Commission on International Trade Law), upon observance of the Schedule of Costs attached hereto.

20.9. Arbitration agreements executed or stipulated before effectiveness of these Rules, and which provided for the use of Expeditious Arbitration, shall be administered under the terms herein stated.

20.10. These Rules, duly approved under the Bylaws on November 29, 2012, will enter into force on August 1, 2013.

20.11. These Rules apply to arbitral proceedings commencing after the entry into force of these Rules.

MEDIATION RULES

1. MEDIATION

1.1. Mediation is a non-adversarial method for settling disputes in an amicable manner, with results that are deemed as efficient.

1.2. Mediation characterizes as spontaneous, informal, and confidential proceedings.

2. SUBMISSION TO THE PRESENT RULES

2.1. The Ciesp/Fiesp Chamber of Conciliation, Mediation, and Arbitration (Chamber) establishes these present Mediation Rules, which may be adopted by the parties interested in settling disputes regarding freely transferable property rights.

2.2. Any party involved in disputes regarding freely transferable property rights may request the services of the Chamber in pursuit of an amicable resolution of a conflict concerning the interpretation or performance of agreement made with the other party.

3. PRELIMINARY ACTIONS

3.1. The party interested in filing for mediation proceedings shall send a written notice to the Secretariat of the Chamber, and the Secretariat of the Chamber shall set a date and time for the party to attend, free of charge, a non-binding interview, referred to as pre-mediation meeting, accompanied by legal counsel, if the party so wishes, for presentation of the work methodology and the responsibilities of both the mediators and the parties.

3.2. The party shall have two (2) days to determine whether it deems the mediation proceedings to be useful and appropriate for the case at issue. Should the party opt for mediation, the Secretariat of the Chamber shall invite the other party to attend a pre-mediation meeting, following the procedure of item 3.1.

3.3. The other party shall have two (2) days to express its desire to mediate or not. Should the party opt for mediation, the Secretariat of the Chamber shall submit to the parties a list of mediators for them to mutually choose, within five (5) days, a professional to conduct the mediation. If no agreement is reached to such effect, a mediator shall be appointed by the President of the Chamber.

4. THE STATEMENT OF MEDIATION

4.1. A meeting shall then be set to be held within no more than three (3) days following the nomination of the mediator, unless otherwise stipulated by the parties, whereupon the parties and their counsel, if any, and the mediator, shall establish the meetings' timetable, execute the Statement of Mediation, and pay for the costs estimated by the Chamber, as set out in the Schedule of Costs.

4.2. Unless otherwise agreed by the parties, the mediation proceedings shall not exceed thirty (30) days from the date of execution of the Statement of Mediation.

4.3. The mediation meetings shall be held at the Chamber's facilities, unless otherwise determined by the mediator.

5. AMICABLE SETTLEMENT

5.1. If the mediation is successful and an amicable settlement is reached between the parties, the mediator shall draft the relevant Settlement Agreement together with the parties and their counsel. An original counterpart of the Settlement Agreement shall be filed with the Chamber, for record purposes and to provide security to the parties.

6. FINAL PROVISIONS

6.1. The mediator or either party may interrupt the mediation proceedings at any time should they consider that the parties have reached a deadlock that cannot be resolved.

6.2. If the attempts to reach an agreement are unsuccessful, the mediator shall state such fact and recommend that the parties submit the case to arbitration, if applicable.

6.3. Unless otherwise agreed between the parties, anyone who has functioned as mediator shall be prevented from acting as arbitrator, in the event the dispute is submitted to arbitration.

6.4. No fact or circumstance disclosed or occurring during the mediation shall adversely affect the right of either party, in any arbitral or judicial proceedings following the mediation, in case the latter proves unsuccessful.

6.5. The mediation proceedings are strictly confidential; the members of the Chamber, the mediator and the parties shall not disclose any information related thereto which they became aware of as a result of their work or participation in the mediation.

6.6. Upon the closing of the Mediation proceedings, the Secretary General of the Chamber shall provide a report to the parties with the amounts paid, as stated in the Schedule of Costs and Mediators' Fees, and request payment of any pending amounts, if any, or return any exceeding balance.

6.7. The Chamber's List of Mediators shall include reputable professionals renowned for their technical qualification, subject to the same causes leading up to disqualification on the basis of impediment, inability or suspicion applicable to arbitrators.

6.8. Any questions arising from the adoption of these Rules as well as all cases not provided for herein shall be resolved by the President of the Chamber.

6.9. These Rules, duly approved under the Bylaws on November 29, 2012, are effective as of August 1, 2013.

6.10. Unless otherwise agreed between the parties, these Rules apply to proceedings filed as of this present date.

ANNEX I

SCHEDULE OF COSTS AND ARBITRATORS' FEES

Pursuant to the terms of the Arbitration Rules, hereinafter referred to as Rules, the costs for the administration of proceedings encompass[1]:

1. FILING FEE

1.1. The Filing Fee shall be paid by the Claimant on the date of the submission of a request for arbitration, at the rate of one percent (1%) of the amount of the dispute, subject to the following:

a) The minimum amount shall be three thousand Brazilian reais (R$ 3,000.00);

b) The maximum amount shall be five thousand Brazilian reais (R$ 5,000.00).

1.2. Should it be impossible to determine the amount of the dispute, the Claimant shall pay the minimum amount, for purposes of Filing Fee, which shall be supplemented upon determination of the amount of the dispute to be set out in the Terms of Reference, or as determined afterwards.

1.3. The Filing Fee is non-refundable.

1 This item was altered by Resolution no. 2/2016 of August 18, 2016, in view of the creation of a specific Schedule of Costs and Mediators' Fees (Annex III).

2. ADMINISTRATION FEE

2.1. The Administration Fee shall be equivalent to two percent (2%) of the amount of the dispute, subject to the following:

Amount of the Dispute		Administration Fee
Below R$ 30,000,000.00, the minimum amount shall be R$ 10,000.00 and the maximum shall be R$ 120,000.00.		
From	To	Administration Fee (cap)
R$ 30,000,000.01	R$ 45,000,000.00	R$ 140,000.00
R$ 45,000,000.01	R$ 120,000,000.00	R$ 170,000.00
R$ 120,000,000.01	R$ 250,000,000.00	R$ 180,000.00
From R$ 250,000,000.01 or higher		R$ 190,000.00

2.2. Should it be impossible to determine the amount of the dispute, the parties shall pay the minimum amount, which shall be supplemented upon determination of the amount of the dispute in the Terms of Reference, and/or as determined in the course of proceedings.

2.3. The Administration Fee shall be equally divided between Claimant(s) and Respondent(s), at the rate of fifty percent (50%).

2.4. The Secretary General of the Chamber, following receipt of the request for commencing arbitral proceedings, shall notify the parties for them to pay the Administration Fee within no more than fifteen (15) days.

2.5. The Administrative Fee is non-refundable.

3. ARBITRATORS' FEES

3.1. Arbitrators' fees shall be equally divided between Claimant(s) and Respondent(s), at the rate of fifty percent (50%), according to the following table:

3.1.1. Claims of up to R$ 7,999,999.99:

Amount of the Dispute (R$)	Minimum Hours per arbitrator	Per hour (R$)
Up to 100,000.00	20	500.00
From 100.000,01 to 500,000.00	40	500.00
From 500,000.01 to 1,000,000.00	80	500.00
From 1,000,000.01 to 3,000,000.00	100	500.00
From 3,000,000.01 to 7,999,999.99	105	500.00

3.1.2. Disputes in the amount equal to or exceeding R$8,000,000.00:

Amount of the Dispute (R$)		Fees (R$)		
Minimum (R$)	Maximum (R$)	Minimum (R$)	Intermediary (R$)	Maximum (R$)
8,000,000	10,000,000	103,700	minimum + 0.574% of the difference between the minimum amount within the range and the amount of the dispute	115,180
10,000,001	15,000,000	115,180	minimum + 0.352% of the difference between the minimum amount within the range and the amount of the dispute	132,780
15,000,001	20,000,000	132,780	minimum + 0.337% of the difference between the minimum amount within the range and the amount of the dispute	149,630
20,000,001	25,000,000	149,630	minimum + 0.128% of the difference between the minimum amount within the range and the amount of the dispute	156,030
25,000,001	50,000,000	156,030	minimum + 0.099% of the difference between the minimum amount within the range and the amount of the dispute	180,780

50,000,001	100,000,000	180,780	minimum + 0.094% of the difference between the minimum amount within the range and the amount of the dispute	227,780
100,000,001	150,000,000	227,780	minimum + 0.070% of the difference between the minimum amount within the range and the amount of the dispute	262,780
150,000,001	200,000,000	262,780	minimum + 0.070% of the difference between the minimum amount within the range and the amount of the dispute	297,780
200,000,001	250,000,000	297,780	minimum + 0.051% of the difference between the minimum amount within the range and the amount of the dispute	323,280
250,000,001	300,000,000	323,280	minimum + 0.051% of the difference between the minimum amount within the range and the amount of the dispute	348,780
300,000,001	350,000,000	348,780	minimum + 0.051% of the difference between the minimum amount within the range and the amount of the dispute	374,280
350,000,001	400,000,000	374,280	minimum + 0.051% of the difference between the minimum amount within the range and the amount of the dispute	399,780
400,000,001	450,000,000	399,780	minimum + 0.049% of the difference between the minimum amount within the range and the amount of the dispute	424,280
450,000,001	500,000,000	424,280	minimum + 0.049% of the difference between the minimum amount within the range and the amount of the dispute	448,780
500,000,001	550,000,000	448,780	minimum + 0.049% of the difference between the minimum amount within the range and the amount of the dispute	473,280
550,000,001	600,000,000	473,280	minimum + 0.049% of the difference between the minimum amount within the range and the amount of the dispute	497,780

600,000,001	-	497,780	minimum + 0.049% of the difference between the minimum amount within the range and the amount of the dispute	-

3.1.3. The amounts under item 3.1.2 shall be multiplied by the number of arbitrators, and the President of the Arbitral Tribunal shall be entitled to forty percent (40%) of the total fees, and each co-arbitrator shall be entitled to thirty percent (30%) of the total fees.

3.1.4. For the cases referred to in item 3.1.2, except as otherwise expressly provided in the Terms of Reference, the closure of the proceedings by withdrawal or agreement between the parties entails the payment of arbitrators' fees according to the following[2] :

a) after the signing of the Terms of Reference, and before the hearing for production of evidence, arbitrators will be entitled to 70% of fixed fees;

b) after the hearing for production of evidence, 100% of fixed fees will be due.

Sole Paragraph. In case the arbitration is terminated before the execution of the Terms of Reference, the arbitrators will be entitled to the hours duly worked, both in the event of item 3.1.1 as well as of item 3.1.2.

3.2. Where the request for arbitration fails to mention the exact amount of the dispute, the Secretary General of the Chamber shall determine the payment of the minimum amount of the arbitrators' fees, which may be supplemented in the course of proceedings, according to the amount determined.

2 Item 3.1.4 and its Sole Paragraph have been included in Annex I – Schedule of Costs and Arbitrators' Fees by Resolution no. 2/2015, of December 16, 2015.

3.2.1. The arbitrators may, at any time, inform the Secretary General of the Chamber about any elements justifying a change to the amount of the dispute. The President of the Chamber shall issue a decision in this respect, upon consideration of the elements provided.

3.3. The Secretary General of the Chamber shall send a collection notice to the parties demanding prepayment of the arbitrators' fees within fifteen (15) days following the request for arbitration.

3.4. Payment to the arbitrators shall be made in three installments, as follows:

a) Thirty percent (30%) upon the filing of Replies;

b) Thirty percent (30%) upon the closing of the production of evidence; and

c) Forty percent (40%) following the entering of the award.

3.5. The arbitrator shall send a report concerning the expenses incurred, accompanied by the relevant original receipts, whenever so requested by the Secretary General of the Chamber.

3.6. Upon the entering of the award, the arbitrators shall submit a report on the hours worked, and the Secretary General of the Chamber may request such reports in the course of proceedings.

4. REVOKED [3]

3. Item 4 and its subparagraphs were revoked by Resolution no. 2/2016, dated August 18, 2016, in view of the creation of a specific Schedule of Costs and Mediators' Fees (Annex III).

5. EXPENSES

5.1. Payment of expenses in advance shall be equally divided between Claimant(s) and Respondent(s), at the rate of fifty percent (50%), at the request of the Secretary General of the Chamber.

5.2. The party requesting any action or remedy shall prepay the expenses connected therewith.

5.3. The parties, at the request of the Secretary General of the Chamber, shall prepay costs incurred by the arbitrators with travel expenses, costs connected with any challenge of arbitrators, actions taken outside the place of arbitration, meetings held outside the Chamber regular hours or at other locations, experts' fees and expenses, interpreter services, stenography and other resources needed in the course of proceedings.

5.4. The party requesting expert examination shall prepay the costs thereof, unless otherwise determined by the Arbitral Tribunal. Expert works shall only begin following full payment of the experts' fees. The Secretary General of the Chamber shall pay the expert based on the hours' report submitted by the expert.

5.5. Where the language of the arbitral proceedings is a foreign language, the Secretariat of the Chamber may hire one or more secretaries who master the chosen language, whose fees and expenses shall be divided between the parties.

6. GENERAL PROVISIONS

6.1. The arbitral costs include the arbitrators' fees and expenses, the Filing Fee, the Administration Fee, according to the applicable schedule in force on the date of the request for arbitration, as well as the fees and expenses incurred with experts appointed by the Arbitral Tribunal and the expenses incurred in developing the arbitral proceedings.

6.2. The President of the Chamber may, under item 3.1.2, set the arbitrators' fees at lower or higher amounts, within up to twenty percent (20%) of the amount stated in the Schedule of Fees, if deemed fit, considering the exceptional circumstances surrounding the case, such as the number of parties, the level of complexity of the case, the amount at issue, etc.

6.3. Should either party fail to pay for the amount owed by it under Annex I and/or agreement of the parties, the other party may pay for it in order to prevent the arbitral proceedings from being suspended or closed.

6.4. When payment is made by the other party, the Secretary General of the Chamber shall inform the parties and the Arbitral Tribunal that the pleadings of the defaulting party, if any, are not to be examined.

6.5. Should no payment be made on the due date, the Secretary General of the Chamber, following consultation with the President of the Chamber and/or with the Chairman of the Arbitral Tribunal, may suspend the proceedings for up to two (2) months. Upon expiration of such period, if no payment is made, the proceedings shall be closed, at the discretion of the President of the Chamber and/or the Chairman of the Arbitral Tribunal.

6.6. Either party may, within the time-period set in item 6.5, request that the proceedings be restarted, provided that all pending costs be duly paid.

6.7. Upon submission of a counterclaim, the amount of the main claim shall be added the amount of the counterclaim. Once the amount is determined, it shall be equally divided between Claimant(s) and Respondent(s), at the rate of fifty percent (50%), at the request of the Secretariat of the Chamber.

6.8. The Chamber may refuse to administer the arbitral proceedings unless the fees, arbitrators' fees and expenses are duly paid.

6.9. Any requests for compensation of arbitration costs, as well as any requests for payment of the arbitration costs in a different manner, shall be analyzed by the President of the Chamber.

6.10. Cases not provided for or special situations shall be decided by the President of the Chamber.

6.11. The Secretary General of the Chamber may grant supplementary time-periods for the parties to make any deposits.

6.12. In arbitral proceedings administered by the Chamber, if a request for payment of costs and arbitrators' fees in installments is granted, the proceedings shall only continue upon payment of the last installment.

6.13. The other sums concerning expenses, as well as any supplementary payment of arbitration costs, shall be requested by the Secretary General of the Chamber to the parties, as needed.

6.14. The President of the Chamber is exclusively competent to decide on costs relative to arbitral proceedings, except where he determines that such decision shall be made by the Arbitral Tribunal.

6.15. At the end of the arbitral proceedings, the Secretary General of the Chamber shall present to the parties a statement of costs, arbitrators' fees and expenses, and request payment of any pending amounts, subject to the terms of the arbitral award as regards the liability for payment therefor.

6.16. The arbitral award shall determine the liability for payment of the arbitration costs.

6.17. Revoked[4].

4 Item 6.17 was revoked by the Resolution no. 2/2016 of August 18, 2016, in view of the creation of a specific Schedule of Costs and Mediators' Fees (Annex III).

6.18. No alteration and/or agreement involving the arbitrators' fees may be negotiated between the parties and the arbitrators.

6.19. In *ad hoc* arbitrations where the President of the Chamber performs the function of authority in charge of appointing arbitrators, as agreed by the parties in their arbitration agreement, the party requesting the arbitration shall, following the appointment of the arbitrator(s), pay for the maximum amount corresponding to the Filing Fee set out in this schedule, in effect on the date of the request.

6.20. In the event of challenge of an arbitrator, the challenging party shall, together with the challenge, pay for the minimum amount of the Administration Fee and pay in advance the fees owed to the members of the Committee under Item 7.3 of the Arbitration Rules, and such members will be entitled to the hours effectively worked to rule on the challenge, assuring a minimum of ten hours to each member. The value of the hour will be of R$500.00. Failure to make such payment shall cause the challenge to be closed and the arbitration to continue.

6.21. No arbitral award entered in arbitral proceedings administered by the Chamber shall be delivered to the parties without full payment of the arbitration costs.

6.22. Failure to pay for the arbitration costs shall entitle the Center of Industries of the State of São Paulo (Ciesp) to enforce, both in-court and out-or-court, the payment of relevant fees, the arbitrators' fees and expenses hereunder.

6.23. This Annex I is an integral part of the Rules issued by the Chamber, duly approved under the Bylaws on November 29, 2012, and is effective as of August 1, 2013.

5 This item was modified by Resolution no. 1/2016, dated July 13, 2016.

ANNEX II

CODE OF ETHICS

PREAMBLE

The provisions of this Code of Ethics are aimed at establishing principles to be observed by the arbitrators, the parties, their counsel and by Ciesp/Fiesp Chamber of Conciliation, Mediation, and Arbitration in the course of arbitral proceedings.

The principles herein stated shall also be observed during the phase preceding the request for arbitration.

Without prejudice to the other rules governing the professional conduct of arbitrators, this Code of Ethics does not exclude other precepts of conduct, such as independence, impartiality, skill, diligence, and confidentiality in respect of the matter and the parties to the arbitration.

Arbitrators shall perform their professional functions in compliance with the norms typically observed by reputable professionals.

The Chamber shall deliver a copy of this Code of Ethics to the arbitrators and to the parties. Arbitrators shall state in their Statement of Independence that they have read and are aware of the terms stated in this Code of Ethics.

1. FUNDAMENTAL PRINCIPLES

1.1. Arbitrators shall act in a diligent and efficient manner, so as to ensure the parties a fair and effective resolution of the disputes submitted to them.

1.2. Arbitrators shall keep confidential any and all information received in the course of the proceedings entrusted to them.

1.3. Arbitrators shall always bear in mind that arbitral proceedings are based on party autonomy, and they shall ensure observance thereof.

2. IMPARTIALITY AND INDEPENDENCE

2.1. Arbitrators shall remain impartial and independent during the entire arbitral proceedings.

2.2. Arbitrators shall not undertake any relationship with any party, thereby preserving their independence until the making of the award.

2.3. Arbitrators shall perform their functions impartially and form their free conviction based on the evidence produced in the case.

2.4. Although appointed by a party, arbitrators do not represent the interests of either party during the arbitral proceedings and must avoid contacting the parties or their counsel, or any involved persons, beyond the strict limits of the arbitral proceedings, without the knowledge of the other arbitrators and parties involved.

3. DUTY TO DISCLOSE

3.1. Arbitrators shall disclose any fact or circumstance leading up to any justified doubts concerning their independence and impartiality. Failure to disclose any such fact or circumstance may constitute grounds for disqualifying the arbitrator.

3.2. The disclosures to be made by the arbitrators shall involve relevant facts and circumstances relative to the parties and the controversy which is the subject matter of the arbitration.

3.3. Disclosure is required for any fact or circumstance that might give rise to justified doubts relative to arbitrators' impartiality and independence.

3.4. The disclosure shall be made in writing and sent to the Secretariat of the Chamber, to be relayed to the parties and to the other arbitrators.

3.5. The duty to disclose must be observed during the preliminary stage and throughout the arbitral proceedings. Once an arbitrator becomes aware of a fact that might give rise to justified doubt with regards to his or her independence and impartiality, he or she has the duty to communicate such fact immediately.

3.6. In cases where corporate groups are involved, the party shall, should it deem fit, provide the names of the companies belonging to such groups for purposes of verification of any conflicts involving the arbitrators.

4. DILIGENCE, COMPETENCE AND READINESS

4.1. Arbitrators shall ensure proper and adequate development of the arbitral proceedings, with due observance of the equal treatment of the parties and the provisions of the Terms of Reference.

4.2. Arbitrators shall make their best efforts during the arbitral proceedings and shall perform their functions prudently and efficiently, in order to serve the purposes of the arbitration.

4.3. Upon acceptance of the responsibilities inherent to the arbitration, arbitrators shall declare that they have the time and are available to engage in the arbitral proceedings, thereby avoiding any delays in rendering decisions and any unnecessary costs to the parties.

4.4. The person appointed to act in the capacity of arbitrator shall only accept such duty if he or she masters both the matter and the language related thereto.

4.5. Arbitrators shall treat the parties, witnesses, counsel, and other arbitrators in a courteous manner, with whom they undertake to maintain a harmonious relationship, always observing the distance that arbitrators must keep from both parties.

4.6. Arbitrators shall dedicate their attention, time, and knowledge to ensure effectiveness of the arbitral proceedings.

4.7. Arbitrators shall diligently keep the documents and information in their possession during the arbitral proceedings and actively collaborate with the development of the Chamber work.

5. DUTY OF CONFIDENTIALITY

5.1. The discussions held in the Arbitral Tribunal, the content of the award and the documents, communications and matters discussed during the arbitral proceedings are confidential.

5.2. Documents or information relative to the arbitration may be disclosed upon express authorization of the parties or when such disclosure is required by law.

5.3. The information which arbitrators may have access to, or which they may become aware of by virtue of the proceedings shall not be used for a purpose other than the development of said proceedings. Arbitrators shall neither propose nor obtain personal advantages for themselves or third parties based on the information obtained during the arbitral proceedings.

5.4. One shall avoid any information that may disclose or suggest identification of the parties involved in the proceedings.

5.5. The Arbitral Tribunal's procedural orders, decisions, and awards are exclusively intended for the specific proceedings related thereto, and shall not be advanced or disclosed by arbitrators. It is incumbent upon the Chamber to notify the parties in such respect.

5.6. The arbitrators shall treat their panel discussions with discretion and keep them in strict confidentiality.

6. ACCEPTANCE OF NOMINATION

6.1. It is improper to contact the parties in pursuance of a nomination to act as arbitrator.

6.2. Once an arbitrator is consulted by a party on a possible nomination, he must abstain from making any remarks or pre-assessments of the dispute to be submitted to arbitration.

6.3. Upon acceptance of the nomination, the arbitrators agree to comply with the Rules, the Chamber Internal Regulation, the rules relative to procedure, the applicable law, the terms agreed at the time of appointment and the Terms of Reference.

6.4. Arbitrators shall not resign from their duties in the course of the proceedings, except for a material reason or as a result of their inability to remain in the case due to facts subsequent to the request for arbitration, whether for individual, private reasons, or for reasons that affect or might affect their independence or impartiality.

7. COMMUNICATION WITH THE PARTIES

7.1. The parties and their counsel shall avoid direct contact with the arbitrators in respect of any subject matter involved in the arbitral proceedings. Should said contact be indispensable, the Arbitral Tribunal shall preferably arrange for a means of communication that allow for participation of both the arbitrators and the parties involved in the case.

7.2. In order to conduct the arbitral proceedings with the expected readiness and diligence, arbitrators shall consult the parties and/or their counsel by making use of proper and useful means of communication available to them, such as conference calls, videoconferences, etc., thereby allowing everyone to participate.

7.3. Should any arbitrator become aware of improper communications between other arbitrator and one of the parties, such arbitrator must immediately inform this fact to both the Secretary General of the Chamber and the other arbitrators so that these issues can be examined.

7.4. Arbitrators shall never accept gifts, hospitality, benefits or favors either for themselves or for members of their family, directly or indirectly offered by any party.

8. FINAL PROVISIONS

8.1. This Code also applies to mediators and conciliators.

8.2. This Annex II is an integral part of the Arbitration Rules and Mediation Rules issued by the Chamber, duly approved under the Bylaws on November 29, 2012, and is effective as of August 1, 2013.

ANNEX III

SCHEDULE OF COSTS AND MEDIATORS' FEES

Pursuant to the Mediation Rules, the mediation proceedings' costs include:

1. ADMINISTRATION FEE

1.1. The Administration Fee shall be equivalent to one percent (1%) of the amount involved in the conflict, subject to the following:

a) The minimum amount shall be one thousand reais (R$ 1,000.00);

b) The maximum amount shall be five thousand reais (R$ 5,000,00).

1.2. Should the amount involved in the claim be impossible to define, the Secretary General of the Chamber shall request the payment of the minimum amount, which shall be supplemented in the course of proceedings, according to the total then ascertained.

1.3. The Administration Fee shall be fully owed by each party before execution of the Statement of Mediation, and is non-refundable.

2. MEDIATOR'S FEES

2.1.The mediator's fee shall equally divided between the Claimant(s) and Respondent(s), at the rate of fifty percent (50%), according to the following schedule:

ESTIMATED AMOUNT OF THE CONTROVERSY	HOUR FEE
Up to R$ 500,000.00	R$ 350.00
R$ 500,000.01 to R$ 1,000,000.00	R$ 500.00
R$ 1,000,000.01 to R$ 2,000,000.00	R$ 700.00
R$ 2,000,000.01 to R$ 10,000,000.00	R$ 900.00
More than R$ 10,000,000.01	R$ 1,000.00

2.1.1. For cases involving sums lower than R$ 500,000.00, the fees owed to the mediator shall be calculated by taking into consideration only the hours effectively worked. Before execution of the Statement of Mediation, the parties shall pay a sum equivalent to 10 hours, and any remaining balance shall be returned at the end of the proceedings.

2.1.2. For cases involving sums over R$ 500,000.00, the parties shall pay at least 20 hours to the mediator, subject to a supplementary amount in the course of proceedings. The minimum hours shall be paid by the parties before execution of the Statement of Mediation.

2.1.2.1. The mediator shall only be entitled to the minimum hours if at least one mediation meeting has been held.

2.1.2.2. Should either party abandon the arbitration following the execution of the Statement of Mediation and before the first mediation meeting, the mediator shall be entitled to the hours effectively worked.

2.2. Under exceptional circumstances, the parties, upon consent of the mediator, may establish different compensation terms.

2.3. Where the amount of the dispute is not mentioned, the Secretary General of the Chamber shall determine the payment of the minimum amount of the mediator's fees, which may be supplemented in the course of proceedings, according to the amount then ascertained.

2.3.1. The mediator may, at any time, inform the Secretary General of the Chamber of the existence of elements justifying the amendment to the amount of the dispute. The President of the Chamber shall decide thereon, considering all the elements informed in such respect.

2.4. The mediator's fees shall be paid in advance by the parties whenever so requested by the Secretary General of the Chamber.

2.5. The mediator shall send a report on the hours worked and expenses incurred, together with the relevant original receipts, whenever so requested by the Secretary General of the Chamber.

2.5.1. Payment to the mediator shall be made at the end of the proceedings. For cases exceeding R$ 500,000.00, the mediator may request the withdrawal of the minimum hours deposited if the number of hours worked exceeds the minimum amount, and the remaining balance of hours worked shall be paid at the end of the proceedings.

3. EXPENSES

3.1. Payment of expenses in advance shall be equally divided between the sides of the proceedings, at the rate of fifty percent (50%), whenever so requested by the Secretary General of the Chamber.

3.1.1. In order to request the initiation of mediation proceedings, the requesting party shall pay in advance the amount necessary to create an expenses fund, as requested by the Secretary General. The other party shall pay for the same amount when so requested by the Secretary General of the Chamber.

3.2. The party requesting any action shall prepay the relevant expense necessary for performance thereof.

3.3. The parties shall prepay, when so requested by the Secretary General of the Chamber, the mediator's expenses concerning mediation meetings, mail, courier, or any other resource used for development of the proceedings.

4. GENERAL PROVISIONS

4.1. The costs of the mediation include the Administration Fee, the mediators' fees and expenses, and the expenses incurred in the development of the mediation proceedings.

4.2. If either party fails to pay for the sum owed by it, the other party may make such payment to prevent suspension or ending of the mediation proceedings, according to the provisions contained in this Annex III and/or agreement between the parties.

4.3. If no payment is made on the respective due date, the proceedings may be closed at the discretion of the President of the Chamber's and/or Mediator's discretion.

4.4. The Chamber may refuse to administer the mediation proceedings if the administration fee, the mediator fees, and the expenses are not paid.

4.5. Any requests for reimbursement of mediation costs, as well as the payment of mediation costs in a different manner, shall be analyzed by the President of the Chamber.

4.6. Cases not provided for or specific situations shall be decided by the President of the Chamber.

4.7. The Secretary General of the Chamber may grant additional time for the parties to make any deposits.

4.8. Other sums relative to expenses, as well as supplementary payments of mediation costs, shall be requested by the Secretary General of the Chamber to the parties, as needed.

4.9. The President of the Chamber is exclusively competent to resolve on costs concerning mediation proceedings, except in cases where it deems necessary for the Mediator to do so.

4.10. At the end of the mediation proceedings, the Secretary General of the Chamber shall submit to the parties a statement containing the costs, the mediator's fees and the relevant expenses.

4.11. Should either party be a member of Ciesp, a 10% discount shall be applied on the administration fee and on the mediator's fees for all the parties involved in the proceedings.

4.12. Should arbitral proceedings be initiated between the same parties involved in the mediation proceedings, the amount owed as filing fee by the party requesting the arbitration shall be deducted from the administration fee paid by such party in the mediation proceedings. If the amount paid is lower than the relevant filing fee, the party shall pay for the difference upon request for initiation of the arbitral proceedings.

4.13. A party presenting a package of at least 5 cases for mediation on the same date shall be afforded a 20% discount on the administration fee owed on each case.

4.14. In the event of failure to pay for mediation costs, the Center of Industries of the State of São Paulo may seek, either in court or out of court, payment of the fees, the mediator's fees and the expenses under this Annex III.

4.15. This Annex III is an integral part of the Mediation Rules issued by the Chamber, duly approved under its Bylaws on August 18, 2016, and applies to the proceedings initiating from the present date.

ANNEX IV
BRAZILIAN ARBITRATION ACT

LAW No. 9,307 OF SEPTEMBER 23, 1996
AS AMENDED BY LAW No. 13,129 OF MAY 26, 2015

THE PRESIDENT OF THE REPUBLIC
Let it be known that the National Congress enacts and I ratify the following Law:

CHAPTER I
GENERAL PROVISIONS

Article 1. Those who are capable of entering into contracts may make use of arbitration to resolve conflicts regarding freely transferable property rights.

Paragraph 1. Direct and indirect public administration may use arbitration to resolve conflicts regarding transferable public property rights. (Added by Law No. 13,129 of 2015)

Paragraph 2. The competent authority or direct public administration entity that enters into arbitration agreements is the same entity that enters into agreements or transactions. (Added by Law No. 13,129 of 2015)

Article 2. At the parties' discretion, arbitration may be at law or in equity.

Paragraph 1. The parties may freely choose the rules of law that will be used in the arbitration, as long as their choice does not violate good morals and public policy.

Paragraph 2. The parties may also agree that the arbitration shall be conducted under general principles of law, customs, usages and the rules of international trade.

Paragraph 3. Arbitration that involves public administration will always be at law, and will be subject to the principle of publicity. (Added by Law No. 13,129 of 2015)

CHAPTER II
THE ARBITRATION AGREEMENT AND ITS EFFECTS

Article 3. The interested parties may submit their disputes to arbitration by means of an arbitration agreement, which may be in the form of either an arbitration clause or an arbitration agreement.

Article 4. An arbitration clause is an agreement by which the parties to a contract undertake to submit to arbitration any disputes that might arise with respect to that contract.

Paragraph 1. An arbitration clause will be in writing, and it may be inserted into the contract itself or into a separate document to which it refers.

Paragraph 2. In adhesion contracts, an arbitration clause will only be valid if the adhering party takes the initiative to file an arbitration proceeding or if it expressly agrees with its initiation, as long as it is in an attached written document or in boldface type, with a signature or special approval for that clause.

Paragraph 3. (Vetoed by message 162 of May 26, 2015)

Paragraph 4. (Vetoed by message 162 of May 26, 2015).

Article 5. If the arbitration clause makes reference to the rules of a particular arbitral institution or specialized entity, the arbitration shall commence and be conducted in accordance with such rules. The parties may also agree in the arbitration clause or in a separate document, the procedure for the commencement of arbitral proceedings.

Article 6. In the event of absence of provision as to the method of commencing the arbitration, the interested party shall notify the other party, either by mail or by any other means of communication, with confirmation of receipt, of its intention to commence arbitral proceedings, and to set up a date, time and place for the execution of the submission agreement.

Sole Paragraph. If the notified party fails to appear, or if it appears but refuses to sign the submission agreement, the other party may file a lawsuit as provided in Article 7 of this Law, before the judicial authority originally competent to hear the case.

Article 7. If there is an arbitration clause and there is objection for the commencement of arbitration, the interested party may request that the other party be served with process to appear in court so that the submission agreement is drawn up. The court judge will designate a special hearing for this purpose.

Paragraph 1. The plaintiff will accurately define the subject matter of arbitration, including in its request the document that contains the arbitration clause.

Paragraph 2. If the parties show up at the hearing, the judge shall first try to bring the parties into a settlement. If this is not successful, the judge will lead the parties for a consensual submission agreement.

Paragraph 3. If the parties fail to agree on the terms of submission agreement, after hearing the party against whom the request is filed, the judge shall determine on the contents of the submission agreement, either at the hearing or within ten days there from, in accordance with the wording of the arbitration clause, taking into account the provisions of Articles 10 and 21 Paragraph 2 of this Law.

Paragraph 4. If the arbitration clause has no provision as to the appointment of arbitrators, the judge, after hearing the parties, shall make a determination, and is allowed to appoint a sole arbitrator to resolve the dispute.

Paragraph 5. If the plaintiff fails to appear at the hearing designated for drafting the submission agreement without showing good cause, the case will be dismissed without judgment on the merits.

Paragraph 6. If the defendant fails to attend the hearing, the judge, after hearing the plaintiff, shall be competent to draw up the contents of the submission agreement, and to appoint a sole arbitrator.

Paragraph 7. The court ruling that grants the plaintiff's request will be considered the submission agreement.

Article 8. An arbitration clause which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision that the contract is null and void shall not entail ipso jure the invalidity of the arbitration clause.

Sole paragraph. The arbitrator has jurisdiction to decide ex officio or at the parties' request, the issues concerning the existence, validity and effectiveness of the arbitration agreement, as well as the contract containing the arbitration clause.

Article 9. The submission agreement is the judicial or extrajudicial agreement by which the parties submit an existing dispute to arbitration by one or more persons.

Paragraph 1. The judicial submission agreement shall be entered into by a written instrument registered within the dockets of the case before the court where the suit was filed.

Paragraph 2. An extrajudicial arbitration agreement shall be entered into by a private written instrument signed by two witnesses, or by a public notary.

Article 10. The arbitration agreement must contain:

I – The name, profession, marital status and domicile of the parties;

II – The name, profession and domicile of the arbitrator or arbitrators, or, if applicable, the identification of the institution to which the parties have entrusted the appointment of the arbitrators;

III – The subject matter of the arbitration; and

IV – The place where the award shall be rendered.

Article 11. The arbitration agreement may also contain:

I – The place or places where the arbitration will be held;

II – If the parties so agree, the provision authorizing the arbitrators or arbitrators to decide in equity;

III – The time limit for making of the arbitral award;

IV – An indication of national law or institutional rules applicable to the arbitration, if agreed upon by the parties;

V – A statement regarding the responsibility for the fees and costs of the arbitral proceedings; and

VI – The fees of the arbitrator or arbitrators.

Sole paragraph. By setting up the arbitrator or arbitrators' fees in the submission agreement, such document will be considered an enforceable extrajudicial instrument. In the absence of such provision, the arbitrator will request the court with original jurisdiction to hear the case to rule upon the issue.

Article 12. The arbitration agreement is terminated:

I -If either arbitrator excuses himself prior to accepting his appointment, as long as the parties have expressly declared that they will not accept substitution;

I -If either arbitrator dies or becomes unable to act as such, as long as the parties have expressly declared that they will not accept substitution; and

III - Upon expiration of the time limit referred to in Article 11, item III, as long as the interested party has notified the arbitrator, or the president of the arbitral tribunal, granting a further period of ten days to render and present the arbitral award.

CHAPTER III
THE ARBITRATORS

Article 13. Any individual with legal capacity, who is trusted by the parties, may serve as arbitrator.

Paragraph 1. The parties will appoint one or more arbitrators, always an uneven number, and they may also appoint their respective alternates.

Paragraph 2. When the parties appoint an even number of arbitrators, the arbitrators are authorized to appoint an additional arbitrator. Failing such agreement, the parties shall request the State Court which originally would have had jurisdiction to hear the case to appoint such arbitrator, following to the extent possible, the procedure established in Article 7 of this Law.

Paragraph 3. The parties may mutually agree to set up the procedure for the appointment of arbitrators, or they may choose the rules of an arbitral institutional or specialized entity.

Paragraph 4. By mutual agreement, the parties may choose not to be bound by the provision of the rules of arbitral institution or specialized entity that requires the appointment of sole arbitrator, co-arbitrator, or president of the tribunal from the respective roaster of arbitrators. It is however preserved the arbitral institution's control over the appointment of arbitrators. In the event of impasse and with multiparty arbitration, the respective applicable institutional rules shall be observed. If several arbitrators have been appointed they shall elect, by majority, the president of the arbitral tribunal. In the absence of an agreement, the eldest will be the president. (Amended by Law No. 13,129 of 2015)

Paragraph 5. An arbitrator or the president of the arbitral tribunal will, if appropriate, appoint a secretary who may be one of the arbitrators.

Paragraph 6. In performing his duty, the arbitrator shall proceed with impartiality, independence, competence, diligence and discretion.

Paragraph 7. An arbitrator or the arbitral tribunal may order the parties to advance the funds to cover expenses and services it may deem necessary.

Article 14. Individuals somehow linked to the parties or to the submitted dispute, by any of the relationships that characterize the impediment or suspicion of judges, are prevented from serving as arbitrators and become subject, as the case may be and to the applicable extent, to the same duties and responsibilities incurred by court judges, as set up in the Code of Civil Procedure.

Paragraph 1. Prior to accepting the service, an individual appointed to serve as arbitrator shall disclose any circumstances likely to give rise to justifiable doubts as to his impartiality or independence.

Paragraph 2. A party may challenge the appointed-arbitrator only for reasons of which it becomes aware after the appointment has been made, unless:

a) The arbitrator was not appointed directly by the party; or

b) The reason for the challenge of the arbitrator becomes known subsequent to the appointment.

Article 15. The party who intends to challenge the arbitrator shall, pursuant to Article 20, present the respective motion either directly to the arbitrator or to the president of the arbitral tribunal, setting forth their reasons with the pertinent evidence.

Sole paragraph. If the motion is granted, the arbitrator will be removed and replaced in accordance with Article 16 of this Law.

Article 16. If an arbitrator withdraws prior to accepting the appointment, or if the arbitrator dies after acceptance, becomes unable to carry out his duties or is successfully challenged, the alternate indicated in the arbitration agreement, if any, will assume their position.

Paragraph 1. If no substitute has been appointed, the rules of the arbitral institution or specialized entity shall apply, if the parties have invoked them in the arbitration agreement.

Paragraph 2. In the absence of any arbitration agreement and if the parties fail to reach an agreement as to the appointment of the substitute arbitrator, the interested party shall proceed in the manner set forth in Article 7 of this Law, unless the parties have expressly stated in the arbitration agreement that they will not accept a substitute arbitrator.

Article 17. By performing their service, or as a result thereof, the arbitrators shall be considered comparable to public officials for the purpose of criminal law.

Article 18. An arbitrator is the judge in fact and in law, and his award is not subject to appeal or recognition by judicial court.

CHAPTER IV
ARBITRATION PROCEEDINGS

Article 19. The arbitration shall be deemed to be commenced when the appointment is accepted by the sole arbitrator or by all of the arbitrators, if there is more than one.

Paragraph 1. Once the arbitration has been commenced, and if the arbitrator or arbitration tribunal concludes there is a need to clarify a matter set forth in the arbitration agreement, an addendum will be drafted together with the parties, executed by all, and will become an integral part of the arbitration agreement. (Added by Law No. 13,129 of 2015)

Paragraph 2. The commencement of arbitration tolls the statute of limitations, retroactive to the date of the filing of the request for arbitration, even if the arbitration is terminated due to absence of jurisdiction. (Added by Law No. 13,129 of 2015)

Article 20. The party wishing to raise issues related to the jurisdiction, suspicion or impediment of an arbitrator or arbitrators, or as to the nullity, invalidity or ineffectiveness of the arbitration agreement, must do so at the first opportunity, after the commencement of the arbitration.

Paragraph 1. When the challenge of suspicion or impediment is accepted, the arbitrator shall be replaced in accordance with Article 16 of this Law; and if the lack of jurisdiction of the arbitrator or of the arbitral tribunal, as well as the nullity, invalidity or ineffectiveness of the arbitration agreement is confirmed, the parties shall revert to the Judicial Authority competent to rule on the matter.

Paragraph 2. When the challenge is not accepted, the arbitration shall proceed normally, subject however to review of that decision by the competent Judicial Authority if a lawsuit referred to in Article 33 of this Law is filed.

Article 21. The sole arbitrator or the arbitral tribunal shall comply with the procedure agreed upon by the parties in the arbitration agreement, which may refer to the rules of an arbitral institution or specialized entity, it being possible for the parties to empower the sole arbitrator or the arbitral tribunal to regulate the procedure.

Paragraph 1. In the absence of any provisions on the procedure, the sole arbitrator or the arbitral tribunal shall conduct the arbitration in such a manner it considers appropriate.

Paragraph 2. The principles of due process of law, equal treatment of the parties, impartiality of the arbitrator and freedom of decision shall always be respected.

Paragraph 3. The parties may be represented by legal counsel, and the right to appoint someone to represent them or to assist them in the arbitration proceeding will always be respected.

Paragraph 4. The sole arbitrator or the arbitral tribunal shall, at the commencement of the procedure, attempt to reconcile the parties, applying, to the extent possible, Article 28 of this Law.

Article 22. The sole arbitrator or the arbitral tribunal, either ex officio or at the parties' request, may hear parties' and witnesses' testimony and may rule on the production of expert evidence, and other evidence deemed necessary.

Paragraph 1. Testimony of the parties and witnesses shall be taken at places, dates and hours previously communicated in writing to the parties, and a written record of such testimony shall be signed by the party or witness, or at his request, also by the arbitrators.

Paragraph 2. If a party fails, without good cause, to comply with a request to render personal testimony, the arbitrator or the arbitral tribunal shall give due consideration to such behavior when issuing the award; and if a witness, under the same conditions, is absent, the arbitrator or the president of the arbitral tribunal may request the State Court to compel the appearance of the defaulting witness, upon evidence of the existence of an arbitration agreement.

Paragraph 3. Default by a party shall not prevent the arbitral award from being made.

Paragraph 4. (Revoked by Law No. 13,129 of 2015)

Paragraph 5. If an arbitrator is replaced during the arbitral procedure, the alternate, at his discretion, may determine what evidence will be repeated.

CHAPTER IV-A
PROVISIONAL MEASURES OF PROTECTION AND URGENT RELIEF

(Added by Law No. 13,129 of 2015)

Article 22-A. Prior to commencing the arbitration, the parties may seek provisional measures of protection and urgent relief from a judicial court (Added by Law No. 13,129 of 2015).

Sole paragraph. The efficacy of the provisional measure granted by the judicial court shall cease if the interested party does not file the request for arbitration within 30 (thirty) days from the date the respective decision takes effect. (Added by Law No. 13,129 of 2015)

Article 22-B. Once arbitration has been commenced, the arbitrators will have competence for maintaining, modifying or revoking the provisional or urgent measures granted by the Judicial Authority. (Added by Law No. 13,129 of 2015)

Sole paragraph. If arbitration proceedings have already been commenced, the request for the injunctive and urgent relief will be directly addressed to the arbitrators. (Added by Law No. 13,129 of 2015)

CHAPTER IV-B
ARBITRATION LETTER

(Added by Law No. 13,129 of 2015)

Article 22-C. An arbitrator or the arbitral tribunal may issue an arbitration letter so that the judicial court offers assistance or imposes compliance, in the area of their territorial jurisdiction, of an act requested by the arbitrator. (Added by Law No. 13,129 of 2015)

Sole paragraph. In compliance with the arbitration letter, the respective court proceedings will be under seal, as long as the confidentiality set forth in the arbitration is verified. (Added by Law No. 13,129 of 2015)

CHAPTER V
THE ARBITRATION AWARD

Article 23. The arbitration award shall be made within the time frame set up by the parties. If no timing has been determined, the arbitral award shall be made within six months from the date of the commencement of the arbitration or from the date of the substitution of an arbitrator.

Paragraph 1. The arbitrators may render partial awards. (Added by Law No. 13,129 of 2015)

Paragraph 2. The parties and the arbitrators, by mutual agreement, may extend the timing for the delivery of the final award. (Added by Law No. 13,129 of 2015)

Article 24. The arbitral award shall be in writing.

Paragraph 1. If there are several arbitrators, the decision shall be made by majority vote. Failing majority determination, the opinion of the president of the arbitral tribunal shall prevail.

Paragraph 2. A dissenting arbitrator may, if he so wishes, render a separate decision.

Article 25. (Revoked by Law No. 13,129 of 2015)

Sole paragraph. (Revoked by Law No. 13,129 of 2015)

Article 26. The arbitral award must contain:

I – A report including the names of the parties and a summary of the dispute;

II – The grounds of the decision with due analysis of factual and legal issues, including, a the case may be, a statement that the award is made in equity;

III – The dispositive by which the arbitrators shall resolve questions presented before them, and establish a time limit for the compliance with the decision, as the case may be; and

IV – The date and place where the award is rendered.

Sole paragraph. The arbitral award shall be signed by the arbitrator or by all the arbitrators. If one or more arbitrators is unable to or refuses to sign the award, the president of the arbitral tribunal shall certify such fact.

Article 27. The arbitral award shall decide on the parties' duties regarding costs and expenses for the arbitration, as well as on any amount resulting from bad faith conduct, if applicable, complying with the provisions of the arbitration agreement, if any.

Article 28. If the parties reach a settlement during the course of the arbitral proceedings, the arbitrator or arbitral tribunal may, at the parties' request, render an arbitral award declaring such fact, containing the requirements provided for in Article 26 of this Law.

Article 29. The rendering of the arbitral award marks the end of the arbitration; the sole arbitrator or the president of the arbitral tribunal must send a copy of the decision to the parties by mail or by other means of communication, with confirmation receipt, or through direct delivery to the parties, with return receipt.

Article 30. Within five days immediately following receipt of the award or the personal delivery of that award, and having informed the other party, the interested party may request the sole arbitrator or the arbitral tribunal to: (Amended by Law No. 13,129 of 2015)

I – Correct any clerical errors in the award;

II – Clarify any obscurity, doubt or contradiction in the arbitral award, or decide on an omitted issue that should have been resolved.

Sole paragraph. The arbitrator or the arbitral tribunal will decide within 10 (ten) days, or within the timeframe agreed to by the parties, the amendment of the arbitral award, which shall be communicated to the parties in accordance with Article 29. (Amended by Law No. 13,129 of 2015)

Article 31. The arbitral award shall have the same effect on the parties and their successors as a judgment rendered by the Judicial Authority and, if it includes an obligation for payment, it shall constitute an enforceable instrument thereof.

Article 32. An arbitral award is null and void if:

I – The arbitration agreement is null; (Amended by Law No. 13,129 of 2015)

II – It is made by an individual who could not serve as an arbitrator;

III – It does not comply with the requirements of Article 26 of this Law;

IV – It has exceeded the limits of the arbitration agreement;

V – (Revoked by Law No. 13,129 of 2015)

VI – It has been duly proved that it was made through unfaithfulness, extortion or corruption;

VII – It is rendered after the time limit has expired, in compliance with Article 12, item III of this Law; and VIII.

VIII – It violates the principles set forth by Article 21, Paragraph 2 of this Law.

Article 33. The interested party may request to the competent Judicial Authority to declare the arbitral award null in the cases set forth in this law. (Amended by Law No. 13,129 of 2015)

Paragraph 1. A request for the declaratory nullity of the arbitral award, whether partial or final, will comply with the rules of cognizance procedure set up in the Law No 5869 of January 11, 1973 (Code of Civil Procedure), and it must be filed within 90 (ninety) days after receipt of notification of the respective award, whether partial or final, or of the decision on a motion for clarification. (Amended by Law No. 13,129 of 2015)

Paragraph 2. It the request is granted, it will set the arbitral award aside, and in the cases of Article 32, it will rule, if applicable, that the arbitrator or the arbitral tribunal issues a new ruling. (Amended by Law No. 13,129 of 2015)

Paragraph 3. A declaration of nullity of the arbitral award may also be raised by means of a debtor's defense, according to Article 475-L et seq. of Law No. 5869 of January 11, 1973 (Code of Civil Procedure), in case court enforcement proceedings are filed. (Amended by Law No. 13,129 of 2015)

Paragraph 4. The interested party may file a request for the rendering of a supplemental arbitral award if the arbitrator fails to rule on all matters submitted to arbitration. (Added by Law No. 13,129 of 2015)

CHAPTER VI
RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRAL AWARDS

Article 34. A foreign arbitral award shall be recognized or enforced in Brazil in accordance with international treaties effective in the internal legal system, or, in its absence, in strict accordance with the terms of this Law.

Sole paragraph. A foreign award is considered to be an award rendered outside the national territory.

Article 35. In order to be recognized or enforced in Brazil, a foreign arbitral award is only subject to homologation by the Superior Court of Justice. (Amended by Law No. 13,129 of 2015)

Article 36. The provisions of Articles 483 and 484 of the Code Civil Procedure shall apply, where applicable, to the request for recognition or enforcement of a foreign arbitral award.

Article 37. The interested party's request seeking recognition of a foreign arbitration award shall meet the requirements of the procedural law in accordance with Article 282 of the Code of Civil Procedure, and it must necessarily contain:

I – The original of the arbitral award or duly certified copy authenticated by the Brazilian consulate, accompanied by a certified translation;

II – The original arbitration agreement or a duly certified copy, accompanied by a certified translation.

Article 38. Recognition or enforcement of the foreign arbitral award may be refused if the party against which it is invoked, furnishes proof that:

I – The parties to the arbitration agreement were under some incapacity;

II – The arbitration agreement was not valid under the law to which the parties have subject it, or failing any indication thereon, under the law of the country where the award was made;

III – It was not given proper notice of the appointment of an arbitrator or the arbitral proceedings, or was otherwise unable to present his case;

IV – The arbitral award was issued beyond the scope of the arbitration agreement and it was not possible to separate the exceeding portion from what was submitted to arbitration;

V – The commencement of the arbitration proceedings was not in accordance with the submission agreement or the arbitration clause;

VI – The arbitral award has not yet become binding on the parties or has been set aside or suspended by a court in the country where the arbitral award was made.

Article 39. Recognition or enforcement of a foreign arbitral award will also be refused if the Superior Court of Justice finds that: (Amended by Law No. 13,129 of 2015)

I – According to Brazilian law, the object of the dispute cannot be settled by arbitration;

II – The decision violates national public policy.

Sole paragraph. The service with arbitral process of a party that resides or is domiciled in Brazil, pursuant to the arbitration agreement or to the procedural law of the country in which the arbitration took place, including mail with confirmation of receipt, shall not be considered as in violation of Brazilian public policy, provided the Brazilian party is granted proper time to present its defense.

Article 40. The denial of the request for recognition or enforcement of a foreign arbitral award based on formal defects does not prevent the interested party from renewing the request once such defects are properly cured.

CHAPTER VII
FINAL PROVISIONS

Article 41. Articles 267, item VII; 301, item IX; and 584, item III of the Code of Civil Procedure shall be drafted as follows:

"Art. 267……..

VII – by the arbitration agreement.

"Art. 301……..

IX – arbitration agreement

"Art. 584……..

III. – the arbitral award and a court ruling affirming settlement or conciliation;"

Article 42. Article 520 of the Civil Procedure Code shall have a new item, drafted as follows:

"Art. 520……..

VI – rules admissible the request for arbitration."

Article 43. This law shall enter into force sixty days after the date of its publication.

Article 44. Articles 1037 to 1048 of Law No. 3071 of January 1, 1916, Brazilian Civil Code; Articles 101 and 1072 to 1102 of Law No. 5869 of January 11, 1973, Code of Civil Procedure; and all other provisions to the contrary are hereby revoked.

Brasília, September 23, 1996: 175th year of Independence, and 108th year of the Republic.

This is an unofficial translation prepared by Maurício Gomm Santos, arbirator, mediator and lawyer licensed to practice law in Brazil, New York and Florida Foreign Legal Consultant. Partner with GST LLP. Reproduced with permission.

ANNEX V

BRAZILIAN MEDIATION ACT
LAW No. 13,140, OF JUNE 26, 2015

Provides for mediation between private parties as a means to settle disputes and the self-resolution of disputes in the scope of public administration; amends Law No. 9469, of July 10, 1997, and Decree No. 70235, of March 6, 1972; and revokes Paragraph 2 of art. 6 of Law No. 469, of July 10, 1997.

THE PRESIDENT OF BRAZIL

I hereby make it known that the National Congress enacts and I approve the following Law:

Article 1. This Law provides for mediation as a means to settle disputes between private parties and the self-resolution of disputes in the scope of public administration.

> **Sole Paragraph.** Mediation shall mean the technical activity exercised by an independent third party without decision making power, who, upon being chosen or accepted by the parties, assists and encourages them to identify or develop mutually agreed solutions to a dispute.

CHAPTER I
MEDIATION

SECTION I
MISCELLANEOUS

Article 2. Mediation shall be governed by the following principles:

I – independence of the mediator;

II – equality between the parties;

III – orality;

IV – informality;

IV – free will of the parties;

VI – search for consensus;

VII – confidentiality;

VIII – good faith.

Paragraph 1. If there is a mediation section provided for in a contract, the parties shall attend the first mediation meeting.

Paragraph 2. Nobody shall be required to remain at a mediation proceeding.

Article 3. The object of mediation may be a dispute over "disposable" (transferable or waivable) rights or non-disposable, non-waivable rights which are able to be negotiated. .

Paragraph 1. The mediation may deal with the whole conflict or part thereof.

Paragraph 2. The parties' agreement involving non-waivable but negotiable rights shall be confirmed by a court, and the testimony of the Public Prosecutor's Office shall be required.

SECTION II
THE MEDIATORS

SUBSECTION I
COMMON PROVISIONS

Article 4. The mediator shall be appointed by the court or chosen by the parties.

Paragraph 1. The mediator shall conduct the communication process between the parties, seeking the parties' understanding and agreement, as well as facilitating the settlement of conflicts.

Paragraph 2. Mediation shall be free of charge for those in need.

Article 5. The same legal provisions concerning a judge's impediment and disqualification shall apply to the mediator.

Sole Paragraph. The person appointed to act as mediator shall have the duty to disclose to the parties, prior to accepting such assignment, any fact or circumstance that may cause justified doubt with respect to his/her independence to mediate the conflict, and at such time he/she may be rejected by any of the parties.

Article 6. The mediator shall be prevented, for a period of one year as from the end of the last hearing attended, from assisting, representing or defending any of the parties.

Article 7. The mediator may neither act as an arbitrator nor as a witness in legal or arbitration proceedings concerning a dispute in which he/she has acted as a mediator.

Article 8. The mediator and all those assisting him/her in the mediation proceeding, when exercising their duties or in furtherance thereof, shall have the same treatment as a public employee, for the purposes of the criminal law.

SUBSECTION II
OUT-OF-COURT MEDIATORS

Article 9. Any competent person who is trusted by the parties and is able to carry out mediation may act as an extrajudicial mediator, irrespective of being a member of or registered with any kind of council, group entity or association.

Article 10. The parties may be assisted by lawyers or public defenders.

Sole Paragraph. If one of the parties appears with his/her lawyer or public defender, the mediator shall suspend the procedure, until all of them are duly assisted.

SUBSECTION III
JUDICIAL MEDIATORS

Article 11. A competent person having a college degree for at least two years from a university acknowledged by the Ministry of Education and being qualified by a mediators' graduate school or institution recognized by the National School for Graduation and Improvement of Magistrates - ENFAM or by the courts, in compliance with the minimum requirements established by the National Council of Justice together with the Ministry of Justice, may act as a judicial mediator.

Article 12. The courts shall establish and keep updated registers for qualified mediators who are authorized to act in judicial mediations.

Paragraph 1. The registration on the list of judicial mediators shall be requested by the interested party at the court of jurisdiction in the area he/she intends to exercise said mediation.

Paragraph 2. The courts shall regulate the procedures for registration and de- registration of its mediators.

Article 13. The remuneration due to judicial mediators shall be fixed by courts and paid by the parties, in compliance with the provision set forth Paragraph 2 of Article 4 of this Law.

SECTION III
THE MEDIATION PROCEEDING

SUBSECTION I
COMMON PROVISIONS

Article 14. In the beginning of the first mediation meeting, and whenever he/she deems necessary, the mediator shall warn the parties about the confidentiality rules applicable to the proceeding.

Article 15. Upon request by the parties or the mediator, and with their consent, other mediators may be admitted to act in the same proceeding, whenever it is recommendable in view of the nature and complexity of the conflict.

Article 16. Even if there is an arbitration or legal action in course, the parties may submit to mediation, and in such case they shall request the judge or arbitrator to stay the proceeding for a term sufficient to settle the litigation amicably.

Paragraph 1. The decision staying the proceeding under the terms mutually agreed upon by the parties shall be final.

Paragraph 2. The stay proceeding shall not hinder the granting of provisional injunctions by the judge or arbitrator.

Article 17. A mediation shall be deemed as initiated on the date scheduled for the first mediation meeting.

Sole Paragraph. The limitation period shall be suspended for the time the mediation proceeding takes place.

Article 18. As soon as the mediation starts, the subsequent meetings attended by the parties may only be scheduled with their consent.

Article 19. When performing his/her duty, the mediator may meet with the parties, whether collectively or separately, as well as ask the parties to provide information he/she deems necessary to enable the understanding between them.

Article 20. The mediation proceeding shall be closed upon drawing up of its final instrument, when an agreement is reached or whenever new efforts to reach an agreement are not justified, whether by means of a statement by the mediator in that regard or by statement by any of the parties.

Sole Paragraph. If an agreement is entered into by the parties, the final mediation instrument shall become an instrument enforceable out of court and, if such agreement is ratified by a court, it shall be a judicially enforceable instrument.

SUBSECTION II
OUT-OF-COURT MEDIATION

Article 21. The invitation to start an out-of-court mediation proceeding may be made by any communication means and it shall mention the scope proposed for the negotiation, the date and place of the first meeting.

Sole Paragraph. The invitation made by one party to another shall be deemed as refused if it is not replied to within thirty days as from the date of its receipt.

Article 22. The contractual provision on mediation shall mention at least:

I – a minimum and maximum term for holding of the first mediation meeting, as from the invitation receipt date;

II – a place of the first mediation meeting;

III – criteria to choose the mediator or mediation team;

IV – a penalty in case of non attendance by the party invited to the first mediation meeting.

Paragraph 1. The contractual provision may replace the specification of the items listed above with indication of a regulation, published by a reliable institution providing mediation services, which includes clear criteria to choose the mediator and the holding of the first mediation meeting.

Paragraph 2. In the event there is no complete contractual provision, the following criteria shall be complied with for the holding of the first mediation meeting:

I – a minimum term of ten business days and maximum term of three months, as from receipt of the invitation;

II – a place suitable for a meeting involving confidential information;

III – a list of five names, contact information and professional references of qualified mediators; the invited party may expressly choose any of the five mediators and, if the invited party does not make an objection, the first name in the list shall be deemed as accepted;

IV – the non-attendance by the invited party to the first mediation meeting shall cause the latter to bear fifty per cent of the loss of suit costs and fees if the same wins the subsequent arbitration or legal proceeding involving the scope of the mediation to which he/she has been invited.

Paragraph 3. In the litigations arising from commercial or corporate agreements without a mediation provision, the out-of-court mediator shall only charge for his services if the parties decide to sign a mediation initiation instrument and willfully remain in the mediation proceeding.

Article 23. If, as provided for in a mediation contractual provision, the parties undertake not to start an arbitration proceeding or a legal proceeding during a fixed term or until the implementation of a certain condition, the arbitrator or judge shall suspend the course of arbitration or the action for the previously agreed term or until the implementation of such condition.

Sole Paragraph. The provisions in the head Paragraph hereof shall not apply to preliminary injunctions where the access to the Judiciary is necessary to avoid loss of a right.

SUBSECTION III
JUDICIAL MEDIATION

Article 24. The courts shall create judiciary centers to amicably settle disputes, and such centers shall be responsible for holding pre-procedural and procedural conciliation and mediation sessions and hearings, and for the developing programs intended to assist, guide and encourage the self-resolution of disputes.

Sole Paragraph. The composition and organization of the center shall be defined by the respective court, in compliance with the rules issued by the National Council of Justice.

Article 25. In a judicial mediation, the mediators shall not be subject to the previous acceptance by the parties, in compliance with the provision set forth in Article 5 of this Law.

Article 26. The parties shall be assisted by lawyers or public defenders, except for the events set forth in Laws numbers 9099, of September 26, 1995, and 10259, of July 12, 2001.

Sole Paragraph. Assistance by the Public Defender's Office shall be ensured to those evidencing insufficiency of resources.

Article 27. If the complaint fulfills the essential requirements and the pleading is not provisionally dismissed, the judge shall designate a mediation hearing.

Article 28. The judicial mediation proceeding shall be concluded within sixty days, counted from the first session, except when the parties, as per mutual agreement, request the extension thereof.

Sole Paragraph. If an agreement is reached, the records shall be submitted to the judge, who shall determine the filing of the proceeding and, provided that it is requested by the parties, he shall ratify the agreement, by means of a court decision and final mediation instrument, and the same shall determine the filing of the proceeding.

Article 29. Upon settlement of the dispute by mediation prior to defendant's summoning, final court's costs shall not be due.

SECTION IV
CONFIDENTIALITY AND ITS EXCEPTIONS

Article 30. Any and all information concerning the mediation proceeding shall be confidential with respect to third parties, and said information may not be disclosed even in arbitration or legal proceeding, except if the parties expressly decide otherwise or whenever the disclosure thereof is required by the law or is necessary to comply with the agreement achieved by mediation.

Paragraph 1. The duty of confidentially shall be applicable to the mediator, the parties, their agents, lawyers, technical advisors and other persons of his/her trust who directly or indirectly have participated in the mediation proceeding, thus, obtaining:

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

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

III – a statement of acceptance of the agreement proposal presented by the mediator;

IV – a document solely prepared for the purpose of the mediation proceeding.

Paragraph 2. The evidence submitted in disagreement with the provision set forth in this article shall not be admitted at an arbitration or legal proceeding.

Paragraph 3. The information concerning the occurrence of a public crime shall not be bound by the confidentiality rule.

Paragraph 4. The confidentially rule does not exclude the duty of the parties mentioned in the head provision hereof to provide information to tax authorities after the final mediation instrument is completed, and the agents of said parties shall also be bound to the obligation of keeping the confidentiality of the information shared under the terms of Article 198 of Law No. 5172, of October 25, 1966 – National Tax Code.

Article 31. The information provided by one party at a private session shall be deemed as confidential, and the mediator may not disclose it to the other parties, except if expressly so authorized.

CHAPTER II
SELF-RESOLUTION OF THE DISPUTE WHEN ONE PARTY IS A LEGAL ENTITY GOVERNED BY PUBLIC LAW

SECTION I
COMMON PROVISIONS

Article 32. The Government, the States, the Federal District and the Municipalities may create chambers to prevent and administratively settle disputes, within the scope of the respective Public Advocate General Office entities, if any, with authority to:

I – settle disputes among public administration bodies and entities;

II – evaluate the admissibility of the requests to settle disputes, by means of an agreement by the parties, in case of a dispute between an individual and a legal entity governed by public law;

III – promote, when applicable, the execution of a conduct adjustment instrument.

Paragraph 1. The manner of formation and operation of the chambers mentioned in the head provision hereof shall be established by a regulation issued by each State.

Paragraph 2. The submission of the dispute to the chambers mentioned in the head provision hereof is optional and shall be applicable only to the cases provided for in a regulation of the respective State.

Paragraph 3. If an agreement is reached by the parties, it shall be written in the form of an instrument and the same shall be deemed as an instrument enforceable out of court.

Paragraph 4. The authority of the entities mentioned in the head provision hereof shall not include disputes that may only be settled by acts or granting of rights subject to the authorization of the Legislative Branch.

Paragraph 5. The authority of the chambers mentioned in the head provision hereof shall include the prevention and settlement of disputes involving economic-financial balance of agreements executed by the administration with individuals.

Article 33. While said mediation chambers are not created, the disputes may be settled according to the mediation proceeding provided for in Subsection I of Section III of Chapter I of this Law.

Sole Paragraph. The Government's, the States', the Federal District's and the Municipalities' Public Advocate General Office, wherever they exist, may start, by their own motion or pursuant to a call, a collective mediation proceeding for disputes related to the provision of public services.

Article 34. The initiation of an administrative proceeding for the amicable settlement of a dispute in the scope of public administration stays the statute of limitations.

Paragraph 1. A proceeding shall be deemed as initiated when the body or public entity issues an admissibility judgment, making retroactive the stay of statute of limitations to the date of formalization of the request for amicable settlement of the dispute.

Paragraph 2. In case of a tax matter, the stay of statute of limitations shall comply with the provisions set forth in Law No. 5172, of October 25, 1966 – National Tax Code.

SECTION II
DISPUTES INVOLVING THE DIRECT FEDERAL PUBLIC ADMINISTRATION, THEIR AGENCIES AND FOUNDATIONS

Article 35. Legal disputes involving the direct federal public administration, their agencies and foundations may be subject to compromise by adhesion, based on:

I – authorization of the Federal Advocate General, based on the consolidated court precedents of the Federal Supreme Court or higher courts; or

II – opinion issued by the Federal Advocate General, approved by the President of Brazil.

Paragraph 1. The requirements and conditions of operation by adhesion shall be defined by a specific administrative resolution.

Paragraph 2. When applying for adhesion, the interested party shall attach evidence of compliance with the requirements and conditions stipulated in the administrative resolution.

Paragraph 3. The administrative resolution shall have general effects and it shall be applied to identical cases, timely qualified pursuant to an adhesion request, even if it resolves only part of the dispute.

Paragraph 4. Said adhesion shall imply waiver by the interested party to the right upon which the action or appeal is grounded, which may be pending a decision, of administrative or legal nature, with respect to the points included in the purpose of the administrative resolution.

Paragraph 5. If the interested party is a party to a legal proceeding filed by means of a collective action, the waiver to the right upon which the action is grounded shall be expressed by a petition addressed to the presiding judge.

Paragraph 6. The formalization of an administrative resolution intended to the operation by adhesion shall neither imply an implicit waiver to the statute of limitations nor the interruption or stay.

Article 36. In case of disputes involving litigation between bodies or entities governed by the public law comprising the federal public administration, the Federal Advocate General Office shall carry out an out-of-court settlement of the dispute, in compliance with the procedures set forth in an act by the Federal Advocate General.

Paragraph 1. In the event mentioned in the head provision hereof, if an agreement concerning the legal dispute is not achieved, the Federal Advocate General shall be responsible to settle the same, with grounds on the applicable law.

Paragraph 2. In the cases where the resolution of a dispute implies the acknowledgement of existence of Government's, its agencies' and foundations' credits enforceable against legal entities governed by federal public law, the Federal Advocate General Office may request to the Ministry of Planning, Budget and Management the budgetary adjustment for settlement of debts acknowledged as lawful.

Paragraph 3. The out-of-court settlement of disputes shall not exclude the determination of liability of the public agent giving rise to the debt, whenever it is found out that his/her action or omission is, in theory, a disciplinarian infraction.

Paragraph 4. In the events where the litigation matter is discussed under an action against a corrupt public employee or if a decision has been issued in this regard by the Federal Accounting Court, the conciliation mentioned in the head provision hereof shall depend upon the express agreement of the presiding judge or the Reporting Judge.

Article 37. The States, the Federal District and the Municipalities, their agencies and public foundations, as well as public companies and federal public and private companies may submit their litigations with public administration entities or bodies to the Federal Advocate General Office, for the purposes of an out-of-court settlement of the dispute.

Article 38. In cases where the legal dispute is related to taxes managed by the Federal Revenue Service of Brazil or to credits registered as federal debts:

I – the provisions set forth in items II and III of the head provision of Article 32 shall not apply;

II – public companies, public and private companies and their subsidiaries conducting the economic activity of production or marketing of goods or the rendering of services under the competition system may not exercise the option set forth in Article 37;

III – when the parties are those mentioned in the head provision of Article 36:

a) the submission of the dispute to the out-of-court resolution of dispute by the Federal Advocate General Office implies the waiver of the right to resort to the Administrative Council of Tax Appeals;

b) the reduction or cancelation of credit shall depend upon the joint statement by the Federal Advocate General and the State Minister of Finance.

Sole Paragraph. The provisions set forth in item II and letter "a" of item III shall not exclude the authority of the Federal Advocate General Office provided for in items X and XI of Article 4 of Supplementary Law No. 73, of February 10, 1993.

Article 39. The filing of a legal action where bodies or entities governed by public law comprising the federal public administration concomitantly appear as plaintiff and defendant shall be previously authorized by the Federal Advocate General.

Article 40. Public employees and agents participating in the process of out-of-court resolution of disputes may only be made civilly, administratively and criminally liable when, by willful misconduct or fraud, they receive any undue equity advantage, allow or facilitate the reception thereof by a third party, or contribute therefor.

CHAPTER III
FINAL PROVISIONS

Article 41. The National School of Mediation and Conciliation, within the scope of the Ministry of Justice, may create a database on the good practices of mediation, as well as keep a list of mediators and mediation institutions.

Article 42. This Law shall apply, where applicable, to other amicable forms of resolution of disputes, such as community and school mediations, as well as those carried out at out-of-court offices, provided that they are in the scope of their authority.

Sole Paragraph. Mediation in labor relations shall be governed by specific law.

Article 43. Public administration bodies and entities may create chambers to settle disputes among private parties regarding activities governed or supervised by the same.

Article 44. Articles 1 and 2 of Law No. 9469, of July 10, 1997 shall be in force with the following wording:

Article 1 The Federal Advocate General, directly or by delegation, and the highest officers of federal public companies, together with the statutory officer of the area relating to the matter, may authorize the execution of agreements or operations to prevent or terminate litigations, including court litigations.

Paragraph 1. Specialized chambers may be created, and such chambers shall be formed by public employees or registered public agents, for the purpose of analyzing and preparing proposals for settlement or compromise.

(..)

Paragraph 3. A regulation shall provide for the kind of composition of the chambers mentioned in Paragraph 1, which shall be formed by at least an effective member of the Federal Advocate General Office or, in case of public companies, a legal assistant or someone holding an equivalent position.

Paragraph 4. Whenever the litigation involves amounts above those fixed in a regulation, the settlement or compromise shall, under penalty of being null and void, depend on the prior and express authorization of the Federal Advocate General Office and the Minister of State to which area of authority the matter is related, or also the President of the House of Representatives, the Federal Senate, the Federal Accounting Court, the Court or Council, or the Federal Attorney General, in case of interest of the bodies belonging to the Legislative and Judiciary Branches or the Public Prosecutor's Office, excluding the independent federal public companies, which will need only the prior and express authorization of the officers mentioned in the head provision hereof.

Paragraph 5. In the compromise or agreement entered into directly by the party or by means of an attorney in fact to terminate or close a legal action, including the cases of administrative extension of payments demanded in court, the parties may define the liability of each one for the payment of fees due to their respective lawyers."

Article 2. The Federal Attorney General , the General Attorney of the Central Bank of Brazil and the officers of federal public companies mentioned in the head provision of Article 1 hereof may authorize, directly or by delegation, the execution of agreements to prevent or terminate, in court or out-of-court, a ligation involving amounts lower than those fixed in a regulation.

Paragraph 1. In case of federal public companies, said delegation shall be restricted to a collegiate body formally constituted and formed by at least one statutory officer.

Paragraph 2. The agreement mentioned in the head provision hereof may consist in the payment of the debt in monthly and consecutive installments up to the maximum limit of sixty.

Paragraph 3. The amount of each monthly installment, at the time of the payment, shall be increased by interest equivalent to the reference rate issued by the Special System of Settlement and Custody – SELIC for federal notes, which shall be monthly accrued and ascertained from the month subsequent to that of consolidation up to the month before the payment plus one per cent concerning the month when the payment is made.

Paragraph 4. Whenever any installment is in default, after thirty days, an execution proceeding shall be filed or followed, for the balance."

Article 45. Decree No. 70,235 of March 6, 1972 shall become effective with the inclusion of the following Article 14-A:

"Article 14-A – In case of determination and requirement of Government tax credits, the taxpayer of which is a body or entity governed by public law belonging to the federal public administration, the submission of the litigation to an out-of-court resolution of dispute by the Federal Advocate General Office shall be deemed as a claim, for the purposes of the provisions set forth in item III of Article 151 of Law No. 5172, of October 25, 1966 – National Tax Code."

Article 46. The mediation may be made via Internet or by another communication means allowing remote transaction, provided that the parties are in agreement.

Sole Paragraph. A party residing abroad is permitted to have mediation according to the rules established in this Law.

Article 47. This Law becomes effective after one hundred and eighty days as from its official publication.

Article 48. Paragraph 2 of Article 6 of Law No. 9469, dated July 10, 1997 is hereby revoked.

Brasília, June 26, 2015; 194th anniversary of the Independence of Brazil and 127th anniversary of the proclamation of the Republic.

This is an unofficial translation, made by mediator, professor and attorney Alexandre P. Simões of the law firm Ragazzo, Simões, Spinelli, Lazzareschi e Montoro Advogados, from São Paulo, Brazil with assistance of Paul E. Mason, attorney, mediator and arbitrator, from Rio de Janeiro, Brazil and Miami, USA and published at the website of the International Mediation Institute (http://www.imimediation.org). Reproduced with permission.

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