

Regulation of Mediation - valid from 25/08/2015

Mediation Rules

Effective from 08/25/2015

The CBMA - Brazilian Center of Mediation and Arbitration (hereinafter referred to as "the Center" or "CBMA"), a nonprofit organization, associated with the ACRJ - Commercial Association of Rio de Janeiro, FENASEG - National Federation of Private Insurance and Capitalization Companies, and FIRJAN - Federation of Industries of the State of Rio de Janeiro, created with the aim of promoting alternative means of dispute resolution, in particular, mediation and arbitration, hereby adopts the following Mediation Rules ("the Rules"):

1. MEDIATION

1.1. Mediation is a decision-making process in which the parties are assisted by a neutral and impartial third party (the "Mediator") who, with the appropriate capability, supports the parties, facilitating communication and negotiation, with the aim of reaching a consensual resolution of the dispute.

1.2. All conflicts that involve freely transferable rights or inalienable rights that allow settlement may be submitted to mediation, in accordance with article 3 of Law n. 13.140/2015.

1.3 The mediation proceedings can be requested and established before, during or after judicial or arbitral proceedings.

1.4. The mediation proceedings is based on informality, freedom of choice and good faith of all participants. Information exchanged and proposals put forward during the process of mediation are private and confidential, and parties and mediator are prevented from disclosing them later, including under future arbitral or judicial proceedings. Unlike judicial proceedings and arbitration, parties in mediation retain the power to decide what solutions should be adopted; nevertheless mediator is responsible for deciding how the mediation proceeding shall be conducted.

2. INTRODUCTORY PROVISIONS

2.1. Applicable Rules, Fees and Costs of Mediation will be the ones in force at the time of the request for commencement of mediation, except as otherwise agreed by the parties in writing, and approved by CBMA.

2.2. The mediation proceedings managed by CBMA will be governed by these Rules, especially with regard to the choice of mediator and the criteria for holding the meeting of pre-mediation, unless otherwise agreed between the parties.

2.3. CBMA's services aim at assuring compliance with the Rules, whereby the Mediator is responsible for the mediation process per se.

2.3.1. In no event shall mediator, CBMA or their employees be liable to any person, for acts or omissions related to the decision-making process, but all of them are bound by confidentiality obligations.

2.3.1.1. The confidentiality agreement is fully subjected to the limits of the country's legislation.

2.4. Any legal entity or capable natural person may apply to CBMA for commencement of mediation, in accordance with item 1.2. of these Rules.

2.5. Communication issued by the Mediator and CBMA Secretariat to the parties will be forwarded, acknowledged receipt required ("AR"), to the address that was informed by the interested parties, but may also be given by any other way that proves its dispatch, such as email, fax or telegram.

2.6. Deadlines given under the Rules will start to run on the first business day after notification with its attachments, if any, and will include the relevant maturity date.

2.7. Whenever a Deadline falls on a national or local holiday at the mediator's or either party's place of establishment or on a date in which the Center is not open for business, such Deadline will be extended to the next business day.

2.8. The parties may agree to modify the terms, rather than using the ones established under these Rules.

3. COMMENCEMENT OF THE MEDIATION

3.1. The party or parties interested in starting mediation pursuant to the Rules hereunder shall file a written Request to CBMA, which must be accompanied by proof of payment of filing fees, according to the current schedule of costs, as well as:

(a) name and personal data of the parties;

(b) a brief report about the controversial issue, which may be jointly prepared by the parties in case all interested parties have agreed to resort to mediation;

(c) a suggestion of date and place for the pre-mediation meeting;

(d) an estimate of amounts involved;

(e) optionally, copies of the contract(s) and other documents related to the dispute;

(f) the language of the mediation; and

(g) the appointment of up to 5 (five) names to act as Mediator, informing any possible preference for co-mediation;

3.2. The applicant may request that the other parties have access to documents and written communications. In this case, the applicant shall submit to Mediator such documents in copies corresponding to the number of parties, and another copy that should be filed before CBMA's Secretariat.

3.3. CBMA will send the Request to the others parties, which must express within 15 (fifteen) days their willingness to participate in the pre-mediation meeting, in which methodology, responsibility of both parties and that of mediator's will be disclosed.

3.4. If the respondent does not agree to a pre-mediation meeting, then the applicant will be immediately informed by CBMA by writing.

3.5. The mediation proceedings are considered established on the date of the pre-mediation meeting. From that day on, the application of the statute of limitations is suspended until the end of the proceedings.

3.6. Pre-mediation meeting will be conducted by the mediation's President or Vice-President or by one of the CBMA's mediation director.

4. SELECTION OF MEDIATOR

4.1. If both parties agree on starting mediation, CBMA shall ask for appointment of a Mediator by mutual agreement among those on CBMA's list or another Mediator chosen by the parties, provided he/she is of immaculate reputation, experienced and capable.

4.1.1. In case the parties appoint an external mediator, out of CBMA's list, his/her curriculum and contacts shall be submitted to CBMA which, within 10 (ten) business days, shall decide whether to accept or refuse to manage mediation conducted by the Mediator chosen by the parties.

4.2. In the absence of the joint appointment of a Mediator by the parties, CBMA's President or Vice-President shall appoint a professional among those on CBMA's list of mediators, in accordance with the object and complexity of the dispute, as well as the experience of the Mediator.

4.3. Mediator chosen by the parties or appointed by CBMA shall, within 5 (five) days after the notice of his appointment, disclose any fact or circumstance that might be a cause for question of Mediator's impartiality, independency and availability, and shall sign the Independency and Impartiality Term.

4.4. The aforesaid document shall be distributed to the parties and to CBMA, in order to make them aware of Mediator's representations and statements.

4.4.1. Within 10 (ten) days following receipt of the Term of Independency and Impartiality, the parties, based on sound arguments, may challenge the Mediator appointed by CBMA, stating their reasons.

4.5. In case of an impediment or impossibility of Mediator's participation, including during the course of proceedings, it will be up to the CBMA's Mediation President or to the Vice-President to appoint a new mediator, in case the parties do not come to an agreement.

4.6. Upon Mediator's recommendation, the parties shall appoint more than one Mediator or request to CBMA to appoint more than one Mediator to act in co-mediation to resolve the conflict.

5. TERMS OF REFERENCE

5.1. Once Mediator has been selected, CBMA shall make sure that the Terms of Reference will be signed by the parties, optionally by their attorneys, and by the Mediator.

5.2. Terms of Reference shall include:

- (a) name and personal data of the parties and, in case of legal entities, their legal representatives and confirmation of their authority to bind such entities;
- (b) address, telephone number and email address of the parties in order to allow exchange of communications receipt;
- (c) name, qualification, address, telephone and email address of Mediator(s);
- (d) estimated timeline schedule;
- (e) Mediator's fees;
- (f) apportioning of expense;
- (g) determination of place and language of mediation;
- (h) other relevant remarks.

5.3. Once the Terms of Reference has been signed, the parties shall pay the Mediator's fees, before the mediation proceedings begin.

6. MEDIATION PROCEEDINGS

6.1. Mediator shall conduct mediation in the manner he/she sees fit, with due regard to the principles of neutrality, on the parties' autonomy and on the CONIMA's Code of Ethics.

6.2. The parties can be assisted by attorneys.

6.2.1. In case one of the parties is accompanied by an attorney, the Mediator shall suspend the mediation proceedings until all of the parties are dully assisted.

6.3. Mediator, the parties and CBMA's Secretariat have the duty to maintain professional confidentiality, even after completion of mediation proceedings, and the parties are not allowed to disclose information entrusted to them in the course of

mediation, unless the parties agree otherwise or if said information involves a crime that should be handled by a public criminal action.

6.4. In the course of proceedings, Mediator may hold joint meetings with attendance of both parties, and individual meetings, with just one of the parties involved.

6.5. Mediator shall maintain confidentiality of all information obtained as a result of his/her role as Mediator, even after the end of the mediation proceedings. Mediator may disclose to the other party(ies) information that has been disclosed to him/her at an individual meeting, only if the party from which he or she obtained such information did not classify it as confidential.

6.5.1. If Mediator has doubts as to whether a specific piece of information - which had been disclosed to him/her at an individual meeting - is confidential or not, it is his/her duty to elucidate said doubts with the party that has disclosed it.

7. TERM OF SETTLEMENT

7.1. Once the parties settle, in full or in part, through an amicable compromise, the Mediator may assist them to draft the Terms of such settlement upon request.

7.2. The Terms of Settlement shall be signed by all parties and by the Mediator, with number of copies corresponding to the number of parties, and another copy that shall be filed before CBMA's Secretariat.

7.2.1. The Terms of Settlement may, at the parties' discretion, be signed by two witnesses, in order to be turned into an extrajudicial enforcement instrument, unless the specific legislation provides otherwise.

8. ENDING OF THE PROCEEDINGS

8.1. Mediation proceedings come to an end:

(a) upon the signing of the Terms of Settlement by the parties and the Mediator;

(b) upon Mediator's written statement, whenever he/she does not see any other way to pursue mediation;

(b.1) in that case, the parties may select a new Mediator or request CBMA to appoint a new Mediator to pursue the proceedings; and

(b.2) CBMA may agree or disagree to the pursuing of the mediation proceedings.

(c) upon a written statement of the parties, addressed to the Mediator, expressing their will to end mediation; or

(d) upon a written statement of either party to the other and to Mediator, requesting the end of the mediation proceedings.

8.2. Once the Mediator realizes that there is no more room for negotiation between the parties and/or their legal representatives who are attending the proceedings, the Mediator may, if he/she deems appropriate, volunteer proposals for solution at individual meetings, expressing his/her opinion on how the dispute could be settled in a reasonable manner to all parties.

8.2.1. If both parties agree, then the Mediator's proposal will be offered at individual meetings, followed by a deadline for each party to express their acceptance or refusal thereof.

If both parties accept mediator's proposal, then Mediator shall announce to them that settlement has been reached. If one or both parties refuse the Mediator's proposal, then the Mediator shall only inform that settlement was not reached, without disclosing the other party's answer.

8.2.1.1. In any of these events, the Mediator shall not continue as Mediator of the case, after having disclosed his/her proposal.

9. FINAL PROVISIONS

9.1. Whenever the Mediator determines that conditions to reach settlement are absent, he/she may advise the parties to resolve the dispute through arbitration.

9.2. When the mediation proceedings come to an end, the Mediator will be forbidden to act as arbitrator, lawyer or witness in any future arbitral or judicial proceeding which involves the same dispute, in accordance with the impediments and suspicions provided by the law.

9.3. In case the parties have agreed - in their mediation clause - not to start arbitral or judicial proceedings during a certain time limit or until a particular condition has happened, the arbitrator or the judge shall suspend the arbitral or judicial proceedings during that time limit or until said condition has happened.

9.3.1. The provision set forth in item 9.3 above does not apply to emergency measures in which access to the courts is necessary to prevent the extinction of the right.

9.4. CBMA's Mediators list will be formed by professionals of immaculate reputation and recognized experience, capacity and technical aptitude, who shall remain independent and impartial throughout the entire case.

9.5. These Rules shall become effective as of 08/25/2015.