

CARB-ABPI TABLE OF FEES AND ARBITRATORS' FEES FOR CASES INVOLVING FRANCHISE

ORDINARY PROCEEDING

The costs specified below refer to ordinary arbitration proceedings managed by CARB-ABPI for cases involving Franchise:

	Amount
Arbitration Application Fee	R\$ 1,920 (one-time charge)
Emergency Arbitrator Installment Fee	R\$ 1,280 (one-time charge)
Administration Fee	R\$ 1,280 (monthly)
CARB-ABPI Arbitrator Fees	R\$ 400 (hourly rate)
External (non-CARB-ABPI) Arbitrator Fees	Hourly rate charged by Arbitrator
Expenses Fund	R\$ 2,000 (minimum charge)

The Arbitration Application Fee – charged one-time only – is due upon submission of the Application for Arbitration by the Claimant, and also upon filing of the Counterclaim by the Respondent, and the respective application or claim shall be accompanied by the respective proof of deposit.

The Emergency Arbitrator Installment Fee – charged one-time only – is due upon filing the request for an Emergency Arbitrator by the interested Party, and the request shall be accompanied by respective proof of deposit.

The Administration Fee is payable every month by each Party during the entire course of the arbitration proceeding, from submission of the Application for Arbitration to the shelving of the proceeding, and collection thereof shall be by invoice issued by CARB-ABPI, payable within 5 (five) days.

The Administration Fee is not subject to apportionment, and is due in full by each Party, whether or not they are on the same side as other Parties (Art. 35 and sole paragraph of the CARB-ABPI Regulations).

Should the Parties opt for an External Arbitrator (non-CARB-ABPI) and/or a non-member of



ABPI, the Administration Fee shall correspond to double the amount prescribed herein (Transfer Fee).

The fees specified above are not subject to compensation or reimbursement, even if parties withdraw, reach an agreement or, for any other reason, give cause for termination of the proceeding, regardless of the time at which this occurs.

The Arbitrator shall be assured minimum fees equivalent to 50 (fifty) hours of work, however complex or whatever the duration of the proceeding. In cases where there are 3 (three) arbitrators, minimum fees shall be equivalent to 150 (one hundred and fifty) hours, wherein 75 (seventy-five) hours shall be attributed to the chairman and 37.5 (thirty-seven and one half) hours to each arbitrator.

Furthermore, the Arbitrators' fees shall conform to a maximum threshold of hours in the hypotheses specified below, except under exceptional circumstances to be evaluated by the Director of the Chamber, wherein:

- a) Controversies up to R\$ 2,000,000 (two million Brazilian reais): maximum of 200 (two hundred) hours in cases of a single arbitrator and 600 (six hundred) hours in cases where there are (three) arbitrators, wherein 300 (three hundred) hours shall be attributed to the chairman and 150 (one hundred and fifty) hours to each other arbitrator.
- b) Controversies between R\$ 2,000,001 (two million and one Brazilian reais) and R\$ 10,000,000 (ten million Brazilian reais): maximum of 400 (four hundred) hours in cases of a single arbitrator and 1200 (one thousand and two hundred) hours in cases where there are 3 (three) arbitrators, wherein 600 (six hundred) hours shall be attributed to the chairman and 300 (three hundred) hours to each other arbitrator.
- c) Controversies over R\$ 10,000,000 (ten million Brazilian reais): there shall be no maximum threshold of hours.

The amount equivalent to the minimum fees of the Arbitrator becomes payable when the Arbitration Tribunal is set up, and collection thereof shall be by invoice issued by CARb-ABPI, payable within 5 (five) days.

In cases where an Emergency Arbitrator acts, the Emergency Arbitrator is assured minimum fees equivalent to 20 (twenty) hours of work, however complex or whatever the duration of the proceeding.

The amount equivalent to the minimum fees of the Emergency Arbitrator becomes payable upon submission of the request to install an Emergency Arbitrator, and the request shall be accompanied by the respective proof of deposit of the fees.

Any excess fees shall be submitted by the arbitrators to CARb-ABPI for respective transfer to Parties, and collection thereof shall be by invoice issued by CARb-ABPI, payable within 5 (five) days.

The purpose of the Expenses Fund is to cover expenses incurred by CARb-ABPI and arbitrators during the course of the proceeding, such as photocopying, mail, translation, printing, etc., and CARb-ABPI may request supplements from Parties, whenever such need arises.

In cases where, owing to his or her domicile, the Arbitrator has to travel, Parties shall also make advance payment of expenses relating to accommodation, travel, rental of installations, meals and any other costs relating to the relocation of the Arbitrator.

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The deposit relative to the Expenses Fund shall become payable when the Arbitration Tribunal is set up, and collection thereof shall be by invoice issued by CARb-ABPI, payable within 5 (five) days.

At the end of the proceeding, CARb-ABPI shall render accounts to Parties relative to the Expenses Fund, refunding any residual amount or requesting supplements to settle the expenses incurred.

Arbitrators' fees and amounts relating to the Expenses Fund shall be equally divided among the Claimant and Respondent Parties, and may be apportioned to parties on a same side of the proceeding.