

**REGULATION OF THE ARBITRATION CHAMBER OF ABPI - BRAZILIAN ASSOCIATION OF
 INTELLECTUAL PROPERTY**

TABLE OF CONTENTS

TITLE I APPLICATION OF THE REGULATION	4
Chapter I General Rule	4
Chapter II Subjects of the Regulation	4
Chapter III Arbitration Clause	4
Chapter IV Arbitration Commitment	4
Chapter V Place of the Arbitration	5
Chapter VI Arbitration Language	5
Chapter VII Governing Law	5
Chapter VIII Number of Arbitrators	5
Chapter IX Effectiveness	6
Chapter X Regulation Changes	6
TITLE II CARB-ABPI'S ROLE	6
TITLE III COMMENCEMENT OF THE ARBITRATION PROCEDURE	7
Chapter I Request for Arbitration	7
Chapter II Answer to the Request for Arbitration	8
Section I Counterclaim	9
Section II No Answer to the Request for Arbitration	9
Chapter III Multiple Contracts	10
Chapter IV Consolidation of Arbitration Proceedings	10
Chapter V Multiple Parties	10
Chapter VI Joinder of Additional Parties to the Arbitral Proceeding	11
Chapter VII Appointment of Arbitrators	12
Section I Appointment by the Parties	12
Section II Appointment by Multiple Parties	13
Section III Appointment by CARb-ABPI	13
Section IV Presidency	13

Chapter VIII Statement of Acceptance, Impartiality, Independence and Availability to be an Arbitrator.....	13
Section I Request for Clarification	14
Chapter IX Challenge of Arbitrators	14
Chapter X Constitution of the Arbitral Tribunal	14
Chapter XI Terms of Reference	15
Chapter XII Replacement of Arbitrators.....	15
TITLE IV DEVELOPMENT OF THE ARBITRATION PROCEDURE	16
Chapter I Opening Hearing	16
Chapter II Statement of Claim.....	17
Chapter III Defense	17
Chapter IV Reply	17
Chapter V Production of Evidence.....	17
Chapter VI General Pleadings	18
Chapter VII Fact-Finding Hearing	19
Chapter VIII Closing Arguments	19
TITLE V AWARD.....	19
Chapter I Award	20
Section I Time Limit	20
Section II Costs and Defeat Costs	20
Section III Final and Binding Nature.....	21
Section IV Partial Award.....	21
Section V Award Approving an Agreement	21
Section VI Scrutiny by CARb-ABPI	22
Chapter II Requests for Clarification	22
Section I Corrections of Clerical Errors	22
Chapter III Compliance with the Award	22
TITLE VI INTERIM RELIEFS	22
Chapter I Reliefs Prior to the Constitution of the Arbitral Tribunal	22
Section I Emergency Arbitrator’s Role	23
Section II Conservatory or Interim Measures GRANTED BY Court.....	23

Chapter II Claims Made after the Constitution of the Arbitral Tribunal.....	24
TITLE VII GENERAL PROVISIONS	24
Chapter I Time limits	24
Chapter II Notifications and Communications	24
Chapter III Confidentiality	25
Chapter IV Mediation	25
Chapter V Exclusion of Liability	25
Chapter VI Cases of Omission.....	26

TITLE I
IMPLEMENTATION OF THE REGULATION

Chapter I
GENERAL RULE

Art. 1. This Regulation shall apply whenever an arbitration agreement indicates the Rules of the Arbitration Chamber of the Brazilian Intellectual Property Association (“CARb-ABPI”) to govern arbitration proceedings or simply submits a dispute to this Chamber.

Chapter II
SUBJECTS OF THE REGULATION

Art. 2. The following parties are subject to this Regulation, keeping the duty to observe and comply with it:

- I. CARb-ABPI
- II. the Parties, individuals or legal entities that are members or adherents to the arbitration agreement, who appoint CARb-ABPI to administer arbitration proceedings or simply submit disputes to this Chamber;
- III. the Attorneys appointed by the Parties to act on their behalf and represent them in the arbitral proceedings governed by this Regulation, including, but not limited to, attorneys and technical assistants;
- IV. the Arbitrators appointed to settle disputes in the arbitral proceedings governed by this Regulation;
- V. those who will participate in the arbitration proceedings governed by this Regulation.

Chapter III
ARBITRATION CLAUSE

Art. 3. This Regulation may be indicated by an arbitration clause freely drafted by the Parties.

Chapter IV
ARBITRATION COMMITMENT

Art. 4. This Regulation may be indicated by an arbitration commitment freely drafted by the Parties, observing the applicable legal requirements.

Chapter V PLACE OF ARBITRATION

Art. 5. In the absence of an express provision by the Parties, the arbitral proceedings governed by this Regulation shall have their place fixed by CARb-ABPI.

Art. 6. After consulting the Parties, the Arbitral Tribunal may meet and/or perform diligences, expert examinations, inspections and/or hearings anywhere as it may deem appropriate for such acts to be performed, considering the cost effectiveness, time and logistics.

Sole Paragraph. The acts performed by the Arbitral Tribunal outside the place of the arbitration will be without prejudice to the place chosen for the arbitration for the legal purposes it is intended.

Chapter VI ARBITRATION LANGUAGE

Art. 7. Unless expressly provided otherwise by the Parties, the arbitral proceedings governed by this Regulation shall be conducted in the language the relevant Arbitration Agreement is drawn up.

Paragraph 1 - If the Arbitration Agreement has been drafted in more than one language, the arbitral proceedings shall be governed by the language that the Parties have agreed to prevail for the purposes of questions of interpretation of the Arbitration Agreement.

Paragraph 2 - If there is no agreement between the parties as to which language of the Arbitration Agreement prevails for the purposes of doubts of interpretation, the Arbitral Tribunal shall decide which of the languages used in the Arbitration Agreement shall be adopted for the conduct of the arbitral proceedings.

Chapter VII GOVERNING LAW

Art. 8. Unless expressly provided otherwise by the Parties, disputes in arbitration proceedings governed by this Regulation shall be decided under the laws of the place where the respective Arbitration Agreement was constituted.

Sole Paragraph. The Arbitration Agreement is presumed to be constituted at the place of residence of its proponent.

Art. 9. Except as otherwise expressly provided by the Parties, deciding by equity is not permitted in arbitral proceedings governed by this Regulation.

Chapter VIII ARBITRATOR NUMBER

Art. 10. Unless otherwise expressly provided by the Parties, the arbitral proceedings governed by this Regulation shall be conducted by one (1) or three (3) arbitrators appointed by CARb-ABPI, pursuant to Article 45 et seq of this Regulation, and the number of Arbitrators shall be defined by CARb-ABPI according to the nature, complexity and size of the dispute under analysis.

Chapter IX EFFECTIVENESS

Art. 11. Unless otherwise expressly provided by the Parties, the arbitral proceedings governed by this Regulation shall be conducted under the version of this Regulation in force on the date of the request for commencement of arbitration.

Chapter X REGULATION CHANGES

Art. 12. Any amendments to this Regulation shall apply and be effective only between the Parties thereto and in the arbitral proceedings specifically indicated by such Parties, such amendments being limited to the provisions relating to the performance of the Parties and shall not affect the administrative provisions of CARb-ABPI.

TITLE II CARB-ABPI'S ROLE

Art. 13. CARb-ABPI will be responsible for administering the arbitration proceedings governed by this Regulation, as the Court of Arbitration.

Art. 14. The CARb-ABPI has the authority to review and decide all matters relating to the administration of the arbitration proceedings governed by this Regulation, including, but not limited to, the preliminary and incidental matters listed below:

- I. Objections to the existence, validity, effectiveness and scope of Arbitration Agreements
- II. Requests for Consolidation of Arbitration Proceedings
- III. Requests for Joinder of Additional Parties to the Arbitral Proceedings
- IV. Appointment of Arbitrators in the event of delegation or omission by the Parties
- V. Fixing the place of arbitration as per Article 5
- VI. Replacement of Arbitrators in Arbitral Tribunals
- VII. Review of the fulfillment of the incidental requirements and formal aspects concerning awards.

Paragraph 1 - CARb-ABPI will analyze and decide the issues listed above, in accordance with the Regulations of the CARb-ABPI and of the Intellectual Property Dispute Resolution, Mediation and Arbitration Center of the Brazilian Intellectual Property Association (“CSD-ABPI”).

Paragraph 2 - The decisions of CARb-ABPI relating to items I, II and III above may be revised by the Arbitral Tribunals constituted in the proceedings, whose decision shall prevail.

Art. 15. Excluded from CARb-ABPI’s competence are any decisions related to the merits of the controversies that are the object of the arbitration proceedings, which are under exclusive competence of the Arbitral Tribunals constituted in the proceedings.

TITLE III COMMENCEMENT OF THE ARBITRATION PROCEDURE

Art. 16. The commencement of the Arbitration Procedure will observe the provisions contained in the following chapters.

Chapter I REQUEST FOR ARBITRATION

Art. 17. The Parties interested in the commencement of the Arbitration Procedure must submit the Request for Arbitration to the Secretariat of CARb-ABPI in a number of copies considering that the Request for Arbitration being received by all Parties, Arbitrators, and the Secretariat of CARb-ABPI, containing the requirements listed below:

- I. Indication of the full name, qualification and address of the Parties
- II. Indication of the full name, qualification and address of Claimant’s Attorneys, if any
- III. Indication of the Arbitration Agreement establishing CARb-ABPI’s competence to administer the Arbitration Procedure
- IV. Indication of the place, language, law and number of arbitrators applicable to the arbitral proceedings, if any
- V. Summary of the controversy and claims that will be object of the arbitration procedure
- VI. Indication of the amount of the controversy, even if estimated
- VII. Presentation of the document containing the Arbitration Agreement, on which the Request for Arbitration is based
- VIII. Presentation of the power of attorney appointing the Claimant’s Attorneys, if any;

IX Presentation of the proof of payment of the Request for Arbitration Fee, pursuant to the CARb-ABPI Rules.

X Statement releasing the ABPI's Center for Resolution of Disputes, Mediation and Arbitration in Intellectual Property ("CSD-ABPI") as well as CARb-ABPI from participation and liability in any judicial dispute that may be initiated by the Claimants or by the Respondents regarding the dispute that is the subject matter of the arbitration proceeding.

Art. 18. If the Request for Arbitration does not meet the requirements listed in Article 17 above, the Secretariat of the CARb-ABPI will notify the Claimants to remedy the pending matters within fifteen (15) days, under penalty of the Request for Arbitration being filed without processing.

Sole Paragraph. The filing of the Request for Arbitration does not preclude the Claimants from filing a new Request for Arbitration, which will be duly processed, if it meets the requirements indicated in Article 17 above.

Art. 19. The date of receipt of the Request for Arbitration by the Secretariat of the CARb-ABPI shall be considered as the date of commencement of the arbitration proceedings, for all legal purposes for which it is intended.

Chapter II ANSWER TO THE REQUEST FOR ARBITRATION

Art. 20. The Request for Arbitration having fulfilled the requirements listed in Article 17 above, the Secretariat of the CARb-ABPI will notify the Respondents to submit Answers to the Request for Arbitration within fifteen (15) days, except in the case of a joint request of the parties.

Art. 21. The Response to the Request for Arbitration will include the required items listed below:

- I. Indication of the full name, qualification and address of the Parties
- II. Indication of the full name, qualification and address of the Respondents' Attorneys, if any;
- III. Confirmation or objection to the Arbitration Agreement;
- IV. Confirmation or objection to the place, language, law and number of arbitrators applicable to the Arbitral Proceedings, if any;
- V. Presentation of the power of attorney granted in favor of the Respondents' Attorneys, if any;
- VI. Statement releasing the ABPI's Center for Dispute Resolution, Mediation and Arbitration ("CSD-ABPI") as well as CARb-ABPI from participation and liability in any judicial dispute that may be initiated by the Claimants or by the Respondents regarding the dispute that is the subject matter of the arbitration proceeding.

Art. 22. Should there be any objection by the Respondents, such objection will be considered and decided by CARb-ABPI before the arbitrators' appointment phase, provided for in articles Article 39 and following of this Regulation.

Section I COUNTERCLAIM

Art. 23. If the Respondents have Counterclaims to file, they should indicate them in their Responses to the Request for Arbitration, containing the requirements listed below:

- I. Summary of the controversy and claims that will be the subject of the Counterclaim and its links with the subject matter of the Arbitral Proceeding indicated by the Claimants,
- II. Indication of the Counterclaim Amount, even if estimated,
- III. Presentation of the proof of payment of the Request for Arbitration Fee for the Counterclaim.

Art. 24. If the Counterclaim does not meet the requirements listed in Article 23 above, the Secretariat of the CARb-ABPI will notify the Respondents to remedy the pending matters within fifteen (15) days, otherwise the Counterclaim will not be processed.

Art. 25. The non-processing of the Counterclaim does not prevent the Respondents from filing their own Request for Arbitration on the subject matter of the Counterclaim, which shall be processed as a separate Request for Arbitration, observed the requirements in Article 17 above.

Section II NO ANSWER TO THE REQUEST FOR ARBITRATION

Art. 26. The Respondents having been duly notified of the Request for Arbitration, the absence of an Answer shall not prevent the regular processing of the Request for Arbitration, with the commencement, development and decision of the arbitral proceedings.

Art. 27. The Party that fails to answer the Request for Arbitration shall continue to be notified of all acts relating to the arbitral proceedings by post to the address at which it was first notified.

Art. 28. The Party that refrains from answering the Request for Arbitration may intervene in the arbitral proceedings at any time, being served with it at its current stage.

Art. 29. Notifications to the Party that has failed to answer the Request for Arbitration will cease if it changes its address and fails to inform the CARb-ABPI Secretariat of the change.

Chapter III

MULTIPLE CONTRACTS

Art. 30. Disputes arising from or related to more than one contract existing between the Parties may be the object of a single arbitration proceeding.

Art. 31. If there is no Arbitration Agreement under an existing contract between the Parties, at the discretion of the Arbitral Tribunal, the Arbitration Agreement agreed upon in another existing contract between the Parties may be extended to said contract, provided that the contracts are linked to each other, that the decision of the dispute depends on the analysis of both agreements, and that there is no express provision by the Parties to remove the arbitral jurisdiction of the contract that is silent on the Arbitration Agreement.

Chapter IV

CONSOLIDATION OF ARBITRATION PROCEEDINGS

Art. 32. There may be the consolidation into a single arbitration proceeding of two (2) or more arbitration proceedings under way and subject to this Regulation, subject to the criteria below:

- I. There is a request by at least one of the Parties
- II. The consolidation of arbitral proceedings is not detrimental to the Parties and the arbitral proceedings in progress
- III. The arbitral proceedings involve the same Parties, in the same legal context or in the same factual context, or
- IV. The analysis and decision of one of the arbitral proceedings may depend on or influence the analysis and decision of the other.

Art. 33. Whenever there is a consolidation of arbitral proceedings, it will take place in the records of the earlier arbitral proceeding.

Chapter V

MULTIPLE PARTIES

Art. 34. In a multi-party Arbitration Agreement, any party may submit a Request for Arbitration against any of the other parties and there may be multiple Claimants and/or Respondents in the arbitral proceedings.

Art. 35. In the arbitration proceedings involving Multiple Parties, all costs, expenses, fees and arbitrators' fees incurred shall be apportioned equally among the Parties in the same pole of the arbitration proceeding, except for the Administration Fee due to CARB-ABPI, which shall always be fully paid by each Party, regardless of whether they compose a pole with other Parties.

Sole Paragraph. The Administration Fee payable to CARb-ABPI may be apportioned in equal amounts among the Parties that are members of the same pole of the arbitration proceeding, provided that such Parties are represented by the same Attorneys, always acting together, in single and valid pleadings for all of them, as if they were a single Party.

Chapter VI

JOINDER OF ADDITIONAL PARTIES TO THE ARBITRAL PROCEEDINGS

Art. 36. If the decision of the arbitral proceedings may affect the rights and interests of a Party to the Arbitration Agreement that is not a party to the arbitral proceedings, such party may be notified to join the arbitral proceedings, upon request of any of the Parties already present at the arbitral proceedings.

Paragraph 1 - The Party's Request to Join the Arbitral Proceedings must be made before the arbitrators are appointed.

Paragraph 2 - After the arbitrators are appointed, the Request for Joinder of the Party to the arbitral proceedings can only be made if all Parties to the arbitral proceedings agree, including the new Respondent Party, who will receive the arbitral proceedings as they are, accepting the Arbitral Tribunal already constituted.

Paragraph 3 - The Request for Joinder of a Party to the arbitral proceedings shall have the same form and effect as a Request for Arbitration and shall comply with the requirements listed in Article 17 et seq of this Regulation.

Paragraph 4 - The Answer to the Request for Joinder of the Party to the Arbitral Proceedings shall have the same form and effect as an Answer to the Request for Arbitration and shall comply with the requirements listed in Article 20 et seq of this Regulation, and may also include a Counterclaim pursuant to Article 23 et seq, being always subject to the provisions of Article 26 et seq.

Art. 37. If the decision in the arbitral proceedings may affect the rights and interests of a party to the Arbitration Agreement who is not a party to the arbitration proceedings, such party may request to join the arbitral proceedings.

Paragraph 1 - The Party's Request to Join the Arbitral Proceedings must be made before the arbitrators are appointed.

Paragraph 2 - After the appointment of the arbitrators, the Request for Joinder of the Party to the arbitral proceedings can only be made if all Parties to the arbitral proceedings agree, including the new Claimant Party, who will receive the arbitral proceedings as they are, accepting the Arbitral Tribunal already constituted.

Paragraph 3 - The Request for Joinder of a Party to the arbitral proceedings shall have the same form and effect as a Request for Arbitration and shall comply with the requirements listed in Article 17 et seq of this Regulation.

Art. 38. Third parties who are not party to the Arbitration Agreement may also join the arbitral proceedings, provided that the third parties fully adhere to the Arbitration Agreement and that all parties to the arbitral proceedings accept the adherence of the third parties to the Arbitration Agreement and their joinder to the arbitral proceedings.

Sole Paragraph. Third parties who adhere to the Arbitration Agreement and take part in the arbitral proceedings shall receive the arbitral proceedings as they are, accepting any Arbitral Tribunal already constituted.

Chapter VII APPOINTMENT OF ARBITRATORS

Art. 39. Once the Answers to the Request for Arbitration is submitted and any preliminary issues are overcome, the phase of appointing arbitrators will begin.

Section I APPOINTMENT BY THE PARTIES

Art. 40. If the Arbitration Agreement provides for the appointment of the Arbitrators by the Parties, the Secretariat of CARb-ABPI will notify the Parties to appoint the Arbitrators within fifteen (15) days.

Art. 41. If the Arbitration Agreement provides for the appointment of a Sole Arbitrator, the latter must be appointed by consensus of the Parties within the period indicated in Article 40 above.

Sole Paragraph. If the Parties fail to reach a consensus on the appointment of the Sole Arbitrator within the period indicated in Article 40 above, and in the absence of a common request for extension of the above-mentioned term by the Parties, the Sole Arbitrator will be appointed by CARb-ABPI, pursuant to Article 45 et seq of this Regulation.

Art. 42. If the Arbitration Agreement provides for the appointment of three (3) Arbitrators, each of the Parties shall appoint an Arbitrator within the period established in Article 40 above.

Art. 43. Once the nomination of the Arbitrators nominated by the Parties is accepted, the Secretariat of the CARb- ABPI will summon the Arbitrators nominated by the Parties to nominate the Third Arbitrator by consensus within fifteen (15) days.

Sole Paragraph. If the Arbitrators named by the Parties are unable to reach a consensus on the appointment of the Third Arbitrator within the period indicated in Article 43 above, and in the absence of a common request for extension of the mentioned period by the Arbitrators appointed by the Parties, the Third Arbitrator will be appointed by CARb-ABPI, pursuant to Article 45 et seq of this Regulation.

Section II

APPOINTMENT BY MULTIPLE PARTIES

Art. 44. When the arbitral proceedings involve more than one Party in any of the poles, and there is an accumulation of Claimants and/or Respondents (Multiple Parties), and when the Arbitration Agreement provides for the appointment of three (3) Arbitrators, each pole of the arbitral proceedings shall appoint an Arbitrator, by common agreement between the Parties in that pole.

Sole Paragraph. If the parties to a pole cannot reach a consensus on the appointment of the Arbitrator within the period indicated in Article 40 above, and in the absence of a common request for extension of the mentioned term by all Parties to the arbitral proceedings, including those belonging to the other pole, all three (3) members of the Arbitral Tribunal shall be appointed by CARb-ABPI, as per Article 45 et seq of this Regulation, with the appointment of one of them to be the Third Arbitrator and to preside over the Arbitral Tribunal.

Section III

APPOINTMENT BY CARb-ABPI

Art. 45. The appointment of Arbitrators by CARb-ABPI will occur whenever there is delegation, omission, or lack of consensus by the Parties.

Art. 46. The appointment of Arbitrators by CARb-ABPI will consider the nature of the dispute and will be made from the list of CARb-ABPI arbitrators. Non-listed arbitrators may also be appointed if, at the discretion of CARb-ABPI, such appointment best suits the analysis, processing, and decision of the arbitration proceeding under review.

Section IV

PRESIDENCY

Art. 47. The Sole Arbitrator and the Third Arbitrator shall preside over the Arbitral Tribunal and shall be appointed from the CARb-ABPI arbitration board.

Sole Paragraph. At the discretion of CARb-ABPI, upon request and justification by the Parties or by the Arbitrators appointed by them, professionals who are not members of the CARb-ABPI arbitration board may be appointed to act as Sole Arbitrator or Third Arbitrator and to preside over the respective Arbitral Tribunal.

Chapter VIII

STATEMENT OF ACCEPTANCE, IMPARTIALITY, INDEPENDENCE AND AVAILABILITY TO BE AN ARBITRATOR

Art. 48. Once the appointment of the Arbitrators has been made, the Secretariat of CARb-ABPI will request that the Arbitrators sign a term, within fifteen (15) days, stating their acceptance, impartiality, independence, and availability to be the Arbitrator in the arbitration proceedings, according to the model employed by CARb-ABPI.

Art. 49. In conjunction with the term mentioned in Article 48 above, the Arbitrator shall submit to the CARb-ABPI Secretariat answers to questions concerning his impartiality, independence, and availability to be an Arbitrator, including disclosure of any circumstances that may generate doubts or questions in this regard.

Art. 50. The rules of impediment and suspicion foreseen in the Regulations of the CARb-ABPI and in the Regulations of the CSD-ABPI are incorporated to this Regulation.

Art. 51. Having knowledge of the incidence in the event of impediment or suspicion, it shall be incumbent upon the Arbitrator to declare it immediately and refuse his appointment, even if he has been appointed by all Parties present at the arbitral proceedings.

Section I REQUEST FOR CLARIFICATION

Art. 52. Once the Statements of Acceptance, Impartiality, Independence, and Availability are made available by the Arbitrators, the Parties will have five (5) days to request any clarifications they deem necessary.

Art. 53. CARb-ABPI Secretariat will forward the request for clarification to the Arbitrator, who must provide the respective clarification within five (5) days.

Chapter IX CHALLENGE OF ARBITRATORS

Art. 54. The time limit for challenging an arbitrator shall be fifteen (15) days, as from the date on which the Statements of Acceptance, Impartiality, Independence and Availability are made available or from the date on which the clarifications provided by the arbitrators are made available pursuant to Article 52 above.

Art. 55. At any stage of the arbitration proceedings, having knowledge of the incidence in case of impediment or suspicion of the appointed Arbitrator, the Party shall challenge it by means of an objection addressed to CARb-ABPI, within fifteen (15) days, as of the date on which it became aware of the said hypothesis of impediment or suspension.

Art. 56. The Secretariat of CARb-ABPI will forward the challenge to the Arbitrator, who must be heard on the matter within fifteen (15) days, for further review and decision by the CSD-ABPI Board, pursuant to its Rules of Procedure.

Chapter X CONSTITUTION OF THE ARBITRAL TRIBUNAL

Art. 57. The Arbitral Tribunal will be formally constituted, and the arbitration will be deemed to have been instituted, with the appointment of the Arbitrators.

Chapter XI

TERMS OF REFERENCE

Art. 58. Once the Arbitral Tribunal is constituted, the Parties will be summoned to sign the Terms of Reference, which will contain:

- I. Full name, qualification and address of the Parties and the Arbitrators.
- II. Full name, qualification and address of the Attorney(s) of the Parties, if any.
- III. Transcription of the Arbitration Agreement establishing the competence of CARb-ABPI to administer the Arbitration Procedure.
- IV. Indication of the place, language, law (including information on the possibility of judgment in equity) and number of arbitrators applicable to the arbitration procedure.
- V. Summary of the dispute and the Parties' claims that will be subject to the arbitral proceedings.
- VI. Indication of the amount of the controversy, even if estimated, and
- VII. Provision for defeat costs and the way of reimbursement of arbitration costs.

Art. 59. After the signature of the Terms of Reference, no Additional Parties will join the arbitration procedure, nor may the Parties add or modify their causes of action and claims.

Art. 60. The absence of signature of the Terms of Reference by any Parties shall not prevent the regular processing of the Request for Arbitration, with the commencement, development and decision of the arbitration proceeding.

Art. 61. The Party that does not sign the Terms of Reference will continue to be notified of all acts related to the arbitration proceedings, by mail, at the address where it was first notified.

Art. 62. The Party that does not sign the Terms of Reference may intervene in the arbitral proceedings at any time, receiving them as they stand.

Art. 63. Notification will cease to be send to the Party that did not sign the Terms of Reference if it changes its address and fails to communicate the change to the Secretariat of the CARb- ABPI.

Chapter XII

REPLACEMENT OF ARBITRATORS

Art. 64. At any stage of the arbitral proceedings, in the event of impediment, suspicion, lack of availability, lack of physical, mental or moral capacity, the Arbitrator, once aware of the situation, shall immediately declare it and resign their appointment, even if they have been appointed by all Parties present at the arbitral proceedings.

Art. 65. In case of resignation, recognized and declared impediment or suspension, lack of availability, lack of physical, mental or moral capacity, or even in the event of death of an appointed Arbitrator, the CARb-ABPI, ex parte or at the request of the parties, shall replace said Arbitrator, appointing a new one, in the manner provided for in Article 45 et seq of this Regulation.

TITLE IV DEVELOPMENT OF THE ARBITRATION PROCEDURE

Art. 66. The Arbitral Tribunal shall conduct the arbitral proceedings expeditiously and efficiently and shall ensure respect for the principles of adversarial proceedings, opportunity to be heard, and equal treatment.

Art. 67. The Arbitral Tribunal shall act impartially and independently, deciding any matter based on the principle of free persuasion.

Art. 68. The Arbitral Tribunal shall decide ex parte, or at the request of the Parties, on the existence, validity and effectiveness of the Arbitration Agreement and of the contract containing the arbitration clause.

Art. 69. The Arbitral Tribunal may adopt such procedural measures and orders as it considers appropriate for the best conduct of the proceedings.

Chapter I OPENING HEARING

Art. 70. Once constituted, the Arbitral Tribunal shall summon the Parties to the opening hearing, during which the Arbitral Tribunal:

I. It shall attempt to conciliate between the Parties or, if the Parties agree, shall order the suspension of the arbitral proceedings for mediation between the Parties, in accordance with the provisions of Article 141 and Article 142 below.

II. It will consult the Parties on interim or provisional procedural measures as well as on the adoption of measures for the purpose of protecting the confidentiality of the proceedings or of information.

III. It will define a schedule for conducting the arbitration procedure, which can be changed later depending on whether a hearing and the production of evidence is necessary.

Chapter II STATEMENT OF CLAIM

Art. 71. Unless otherwise stipulated in the Terms of Reference, the Arbitral Tribunal shall grant Claimants a period of thirty (30) days from the date of the opening hearing to submit its statement of claim. Along with the statement of claim, Claimants should submit all pertinent documents, as well as request the production of any evidence they deem appropriate. In case of accumulation of Claimants, the above time limit will be common.

Art. 72. Within the same time period as above, the Respondents may make the statement of claim of their Counterclaim, unless the Counterclaim is not processed pursuant to Article 23 above. Along with the Counterclaim, the Respondents shall submit all pertinent documents as well as request the production of any evidence that they deem appropriate. In case of accumulation of Respondents, the time limit above will be shared.

Art. 73. If the Respondents fails to file the statement of claim of the Counterclaim, the Arbitral Tribunal shall consider that the Respondents have withdrawn the Counterclaim. In case of cumulation of Respondents, the withdrawal of a Counterclaim will only apply to the Party that has not filed the statement of claim.

Chapter III DEFENSE

Art. 74. Unless otherwise stipulated in the Terms of Reference, the Arbitral Tribunal shall grant the Parties a period of thirty (30) days from the date of receipt of the statement of claim to present their defense. Together with the defense, the Parties must present all the pertinent documents as well as request the production of the evidence they consider appropriate. In case of cumulation of Parties, the time limit above will be shared.

Chapter IV REPLY

Art. 75. Unless otherwise stipulated in the Terms of Reference, the Arbitral Tribunal shall grant the Parties a period of fifteen (15) days to submit their Reply as well as to present their defense to the Counterclaim. In case of accumulation of Parties, the above time limit will be shared.

Chapter V PRODUCTION OF EVIDENCE

Art. 76. The Parties may present the evidence they deem appropriate for establishing the facts of the case and clarifying the Arbitral Tribunal. The Arbitral Tribunal may order the production of the evidence it deems necessary to settle the dispute, as well as reject those it does not consider useful or pertinent.

Art. 77. Except for expert evidence, the testimony of the parties and witnesses, and the clarifications to be given at a hearing, the Party shall produce the evidence it considers appropriate for establishing the facts of the case and clarifying the Arbitral Tribunal together with its statement of claim, the statement of defense, or Reply.

Art. 78. Expert evidence may be replaced with clarification by the Expert at a hearing.

Art. 79. In addition to the testimony of the Parties, the Parties may request that witnesses be heard at the hearing to prove facts, experts to provide clarification on technical issues that are the subject of the controversy, and the Expert to provide clarification on the Expert Report.

Art. 80. Oral evidence must be produced during the fact-finding hearing. The Arbitral Tribunal may authorize the production of evidence outside the place of arbitration, as provided for in Article 6 above.

Art. 81. If any witness refuses, without lawful reason, to testify, the Arbitral Tribunal may request the competent court to take appropriate judicial measures for the taking of the witness' testimony.

Art. 82. The Arbitral Tribunal may decide the dispute solely based on the facts and evidence presented, without the need for a hearing, except if any of the Parties requests the production of oral evidence in a fact-finding hearing, in compliance with the provisions of Article 79 above with respect to the production of oral evidence outside the place of the arbitration.

Chapter VI **GENERAL PLEADINGS**

Art. 83. The arbitral proceeding shall proceed in default of either Party, provided that the Party, duly summoned to manifest itself, does not do so within the period set for that purpose. The Arbitral Tribunal shall not be obliged to hear untimely filed pleadings; however, it may not decide solely based on default.

Art. 84. The Arbitral Tribunal may order the Parties to submit additional information or pleadings whenever it considers it appropriate for establishing the facts of the case or clarifying the Arbitral Tribunal.

Art. 85. When a Party has made a submission in the arbitral proceedings, the Arbitral Tribunal shall make the other Parties aware of the pleadings, setting a time limit for them to be heard. In case of accumulation of Parties, the time limit above will be shared.

Art. 86. If the Arbitral Tribunal considers that a hearing is necessary for the resolution of the dispute, the Arbitral Tribunal shall call the Parties to a fact-finding hearing at least fifteen (15) days in advance, which shall be held at the place of the arbitration, unless otherwise agreed by the Parties.

Art. 87. The fact-finding hearing will be held even if a Party fails to appear, provided that they have been notified pursuant to Article 82 above.

Art. 88. The Arbitral Tribunal shall decide on any request for postponement made by the Parties, jointly or separately, bearing in mind that the arbitral proceedings must be conducted in an expeditious and efficient manner.

Art. 89. The fact-finding hearing is not public; only persons related to the proceedings may attend, i.e., the Parties, the administrative personnel of the CARb- ABPI, the witnesses, the Legal Expert, and the interpreters. However, the Parties may be assisted by advisors, technical assistants, or experts, who must be identified at the beginning of the hearing.

Art. 90. The Arbitral Tribunal exercises police power during the fact-finding hearing, and may order those who behave inappropriately to withdraw, as well as request, when necessary, police force.

Art. 91. If the Expert or any of the witnesses called fail to appear, the Arbitral Tribunal may order the hearing to be adjourned.

Chapter VIII CLOSING ARGUMENTS

Art. 92. The Arbitral Tribunal may fix, at the end of the fact-finding phase, a shared time limit for the Parties to submit their Closing Arguments in writing, which shall not exceed thirty (30) days, unless otherwise agreed by the Parties.

Art. 93. If there is a fact-finding hearing, the Closing Arguments may be replaced by oral arguments to be presented by the Parties, for a period of not less than 15 minutes for each Party, depending on the complexity of the litigation and the evidence produced. The Parties may by mutual agreement agree that the Closing Arguments shall be submitted in writing, within a time limit to be agreed upon by them.

TITLE V AWARD

Art. 94. When the Arbitral Tribunal is composed of 3 arbitrators, the decision shall be made by majority vote, with each arbitrator, including the President of the Arbitral Tribunal, having one vote. If there is no majority, the vote of the President of the Arbitral Tribunal shall prevail.

Chapter I AWARD

Art. 95. The award shall be drafted by the President of the Arbitral Tribunal and signed by all arbitrators. The arbitrator who has differed from the majority may declare their separate decision.

Art. 96. The award shall contain:

- I. Background, with the names of the Parties, summary of the dispute, and account of the development of the arbitral proceedings.
- II. Ratio decidendi, where the issues of fact and law will be analyzed, expressly mentioning if the arbitrators have judged on an equitable basis,
- III. Order, in which the arbitrators shall resolve the issues submitted to them and establish the time limit for compliance with the decision, if any, and
- IV. Date and place it was delivered.

Art. 97. The award shall fix the liability for the costs of the arbitration, including Expert's fees, defeat costs and other expenses to be reimbursed. The Court may also decide on a reasoned basis, to condemn the Party to malicious litigation as a result of its conduct, whether in the request for interim and provisional measures, or in the non-compliance with such measures, or in relation to its cooperation in the development of the arbitral proceedings.

Section I TIME LIMIT

Art. 98. The Arbitral Tribunal shall render the award within thirty (30) days, as of the expiration of the time limit for the submission of the Closing Arguments or, if oral arguments have been submitted, of the date of the fact-finding hearing, unless otherwise provided for in the Terms of Reference or in the schedule agreed upon by the Parties pursuant to Article 70 above.

Art. 99. The Parties and the Arbitral Tribunal may, by mutual agreement, extend it to up to sixty (60) days.

Section II ARBITRATION AND DEFEAT COSTS

Art. 100. The liability for the payment of the arbitration costs, including the Experts' fees, defeat fees and other expenses to be reimbursed, shall be as established by the Parties in the Terms of Reference. If the Parties have not provided otherwise, the defeated Party will be responsible for paying these amounts. If both parties are defeated and successful, the defeat cost will be prorated as determined in the award.

Section III
FINAL AND BINDING NATURE

Art. 101. Except in the case of a partial award, the award brings the arbitral proceedings to an end.

Art. 102. The award, in whole or in part, is final, no appeal being allowed, and it must be complied with by the Parties in the form and within the time limits set forth therein.

Section IV
PARTIAL AWARD

Art. 103. The Arbitral Tribunal may make a partial award.

Art. 104. The award may decide to condemn the losing party without fixing the amount of the award or without identifying its object, whenever such provisions depend on the liquidation of the award.

Art. 105. The liquidation of the award will be processed in the arbitral proceeding itself, by summoning the Parties to the liquidation. The liquidation cannot modify or innovate the liquidated award, nor can it discuss matters pertinent to the main claim.

Art. 106. Once the diligence is done and the Parties are given the opportunity to manifest themselves, for a period of not less than fifteen (15) days each, the Arbitral Tribunal shall issue, within the same period, the liquidation award. The Parties and the Arbitral Tribunal may, by mutual agreement, extend it to thirty (30) days. In case of accumulation of Parties, the time limit for the Parties to be heard will be shared to each one.

Section V
AWARD APPROVING AN AGREEMENT

Art. 107. If the Parties reach an agreement during the arbitral proceedings, even if prior to the constitution of the Arbitral Tribunal, the Arbitral Tribunal may, at the request of the Parties, homologate the agreement in the form of a specific award.

Art. 108. Approval of the Parties' agreement is admissible regarding provisional and precautionary measures as well as with regard to the liquidation of a partial judgment.

Art. 109. The award approving an agreement will contain the requirements of Art. 96 above, and may be written in summary form, and will be final and binding, as per Article 102 above.

Section VI
SCRUTINY BY CARB-ABPI

Art. 110. Before signing any award, the Arbitral Tribunal shall submit it in draft form to CARB-ABPI. The CARB-ABPI may recommend to the Arbitral Tribunal changes as to formal aspects of the award, without affecting the arbitrators' freedom of decision.

Art. 111. The procedural orders and measures of a precautionary or provisional nature decided by the Arbitral Tribunal shall also be submitted by the Arbitral Tribunal to CARB-ABPI in draft form for scrutiny of formal aspects, without affecting the arbitrators' freedom of decision.

Chapter II
REQUESTS FOR CLARIFICATION

Art. 112. Within five (5) days from the receipt of the notification or from personal knowledge of the award, either Party may request the Arbitral Tribunal, with reasons, to clarify any obscurity, omission or contradiction in the award or to correct any clerical error in the award.

Art. 113. The Arbitral Tribunal shall decide, within ten (10) days, adding the award and notifying the parties in the form of this Regulation.

Art. 114. Requests for clarification regarding procedural orders and measures of a provisional or precautionary nature are admissible.

Section I
CORRECTIONS OF CLERICAL ERRORS

Art. 115. On its own initiative, the Arbitral Tribunal may correct any clerical error in the award by adding the award and notifying the parties in accordance with this Regulation.

Chapter III
COMPLIANCE WITH THE AWARD

Art. 116. The award shall be enforced and carried out in the manner and within the time limits set forth therein, regardless of any formality, if it has been notified to the Parties in accordance with the provisions of this Regulation.

TITLE VI
INTERIM RELIEFS

Chapter I
RELIEFS PRIOR TO THE CONSTITUTION OF THE ARBITRAL TRIBUNAL

Section I
EMERGENCY ARBITRATOR'S ROLE

Art. 117. The Party requiring urgent interim or provisional measures that cannot await the constitution of the Arbitral Tribunal may request them from the Emergency Arbitrator, who will be appointed by CARB-ABPI based on its roster of arbitrators, in accordance with the provisions of Article 3 48 above, upon request under Art. 17 above, provided that the Parties have, in the Arbitration Agreement or by other agreement concluded between them, expressly admitted the role of Emergency Arbitrators.

Art. 118. The Emergency Arbitrator shall decide with or without the prior pleading of the opposing Party, within a maximum period of fifteen (15) days, by means of a procedural order that the Parties shall comply with.

Art. 119. The Emergency Arbitrator may order the party claiming a precautionary or interim measure to post a bond or surety to compensate for any damage the respondent may suffer.

Art. 120. The Party against whom the emergency measure was requested may at any time challenge the request, and the Emergency Arbitrator may revoke, add to or confirm the emergency measure previously granted.

Art. 121. After the emergency arbitrator's decision, the procedure will follow according to Article 19 et seq.

Art. 122. The Emergency Arbitrator hearing the request for emergency measures shall be barred from acting in the Arbitral Tribunal that will hear the dispute.

Art. 123. Once constituted, the Arbitral Tribunal may revoke, add to, or confirm the emergency measure previously granted.

Art. 124. The Party requesting the emergency measure shall be liable for any damages the Respondent may suffer should the Emergency Arbitrator or the Arbitral Tribunal revoke or add the emergency measure on the grounds that the right or urgency on which the request is based does not exist, or where the Party has requested the measure with malice or in a spirit of emulation, caprice or gross error.

Art. 125. The interested Party may not choose to request the competent judicial authority to adopt any conservatory or interim measures that it considers urgent if the Parties have, in the Arbitration Agreement or in any other agreement entered into between them, expressly admitted the role of Emergency Arbitrators.

Section II
CONSERVATORY OR INTERIM MEASURES GRANTED BY COURT

Art. 126. If the Parties have, prior to the constitution of the Arbitral Tribunal, requested the judicial authority to adopt interim or precautionary measures, the Arbitral Tribunal may revoke or confirm such measures.

Art. 127. The Arbitral Tribunal may order the party claiming a provisional or interim measure granted by Court to provide a real or personal guarantee to compensate for the damages that the respondent may suffer.

Chapter II

REQUESTS SUBSEQUENT TO THE CONSTITUTION OF THE ARBITRAL TRIBUNAL

Art. 128. The Arbitral Tribunal may order the execution of such conservatory or interim measures as it considers appropriate, with or without the prior pleading of the opposing Party.

Art. 129. The Arbitral Tribunal may order the party claiming a precautionary or provisional measure to provide a real or personal security to compensate for any damage that the respondent may suffer.

Art. 130. The Party against whom the precautionary or provisional measure was requested may at any time challenge the request, and the Arbitral Tribunal may revoke, add to, or confirm the measure previously granted.

Art. 131. The Party requesting the provisional or protective measure shall be liable for any damages that the Respondent may suffer should the Arbitral Tribunal revoke or add to the measure previously granted because the right or emergency on which the request is based does not exist, or where the Party has requested the measure in bad faith or out of a spirit of emulation, caprice or gross error.

TITLE VII

GENERAL PROVISIONS

Art. 132. Non-compliance with any provision contained in this Regulation as well as in the Terms of Reference shall be raised at the first opportunity the affected Party has to manifest itself in the arbitral proceedings.

Chapter I

TIME LIMITS

Art. 133. The time periods in this Regulation shall begin to run on the first business day after the notification of the Party or the occurrence of the event causing the time period to run, excluding the starting day and including the expiration day.

Art. 134. Except as otherwise provided by Law or this Regulation, all time limits may be modified by mutual agreement of the Parties.

Chapter II

NOTIFICATIONS AND COMMUNICATIONS

Art. 135. The Parties shall be notified of the procedural acts by means of a notification, which, unless otherwise agreed by the Parties in the Terms of Reference, shall be made personally to the Parties, in the person of their legal representatives or attorneys-in-fact, by means of a letter with return receipt, and shall be deemed to have been served upon receipt of the notification by the Party.

Art. 136. The Parties will be considered to have been notified of the acts performed in a hearing when they are present at the hearing.

Art. 137. All communications during the arbitration proceedings will be made in writing, by procedural order or by letter from CARb-ABPI.

Chapter III

CONFIDENTIALITY

Art. 138. Unless otherwise expressly agreed by the Parties, the arbitration proceeding will be confidential, and no person taking part in it is allowed to disclose its existence or any information related to it, except as required by law or determined by a judicial or administrative authority, in which case any disclosure will comply with the limits of the disclosure so required or determined.

Art. 139. If information or documents are submitted, for the defense of the interests of either Party, that are characterized as confidential, the Party may request the Arbitral Tribunal to adopt measures in order to protect the confidentiality of such information or documents, being prohibited to the other Party the disclosure, exploitation or use of such information or documents for other purposes.

Art. 140. Upon written request, CARb-ABPI will provide the Parties with certified copies of documents and acts produced during the arbitration proceedings, except for those documents produced under the secrecy reserve in the form provided for in Article 138 above.

Chapter IV

MEDIATION

Art. 141. At any time, the Parties may suspend the arbitral proceedings in order to conduct mediation between the Parties.

Art. 142. The suspension of the arbitral proceeding for mediation purposes may not exceed six (6) months.

Chapter V

EXCLUSION OF LIABILITY

Art. 143. The arbitrators, CARb-ABPI, its members and representatives shall not be liable to any person for any acts or omissions in connection with the arbitration proceedings, except as otherwise provided by the Law applicable to the arbitration, except in the case of willful misconduct or fraud.



Chapter VI CASES OF OMISSION

Art. 144. Any doubts or omitted cases will be solved by the Board of the Center for Resolution of Disputes, Mediation and Arbitration in Intellectual Property of the Brazilian Intellectual Property Association (CSD-ABPI).

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Art. 145. This Regulation will come into force on the date of its approval by the ABPI's Board of Directors.