

RULES OF THE SIMPLIFIED PROCEDURE OF THE ARBITRATION CHAMBER OF THE BRAZILIAN INTELLECTUAL PROPERTY ASSOCIATION (ABPI)

TITLE I APPLICATION OF THIS REGULATION

Chapter I GENERAL RULE

Art. 1 - This Regulation will apply whenever (a) an Arbitration Agreement indicates the Regulation of the Simplified Procedure of the Arbitration Chamber of the Brazilian Intellectual Property Association (“CARb-ABPI”) to govern arbitration proceedings or simply subjects controversies to this Chamber or (b) the Parties opt for a simplified procedure, observed the limits established in the Table of Costs and Arbitrators Fees for Simplified Proceedings, under penalty of conversion of the simplified proceedings into ordinary proceedings, governed, then, by the CARb-ABPI Regulation.

Sole Paragraph. The change from the simplified procedure provided for in these Rules to the ordinary procedure may be made (a) by determination of the Secretariat of the CARb-ABPI, on the Formal Preliminary Examination, or (b) by agreement of the Parties, until the execution of the Arbitration Terms.

Chapter II SUBJECTS OF THIS REGULATION

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

I - CARb-ABPI,

II - CARb-ABPI Secretariat,

III - The Parties, individuals or legal entities that are members or adherents to the Arbitration Agreement, who indicate this Regulation to govern arbitration proceedings or simply submit disputes to this Chamber,

IV - The Attorneys appointed by the Parties to act on their behalf and represent them in the arbitration procedure governed by these Rules, including, but not limited to, attorneys and retained experts,

V - The Sole Arbitrator appointed to settle disputes in the arbitration proceedings governed by these Rules,

VI - Those who may participate in the arbitration proceedings governed by this Regulation, providing legal, technical, or administrative assistance.

Chapter III ARBITRATION AGREEMENT

Art. 3 - The indication of these Rules may be made by means of an arbitration clause or an arbitration commitment, freely drafted by the Parties, observing the requirements and conditions of the simplified procedure, pursuant to the CARb-ABPI guidelines.

Chapter IV PLACE OF THE ARBITRATION

Art. 4 - Absent an express provision by the Parties, the place of arbitration procedure governed by these Rules will be fixed by CARb-ABPI considering any observations of the Parties in this respect and the circumstances of the arbitration.

Art. 5 - The Arbitral Tribunal will preferably establish the facts of the case by electronic means, optimizing the cost and time, and the logistics.

Sole Paragraph. The performance of acts by the Arbitral Tribunal by electronic means will not prejudice the place elected for the arbitration, for the purposes of law for which it is intended.

Chapter V ARBITRATION LANGUAGE

Art. 6 - Unless otherwise expressly provided by the parties, the arbitration procedure governed by these Rules will be conducted in the language in which the respective Arbitration Agreement was drafted.

Paragraph 1 - If the Arbitration Agreement has been drafted in more than one language, the arbitration procedure will 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 will decide which of the languages used in the Arbitration Agreement will be adopted for the conduct of the arbitration procedure.

Chapter VI GOVERNING LAW

Art. 7 - Except if expressly provided otherwise by the Parties, the arbitration procedure governed by these Rules will be conducted under the laws of the place where the Arbitration Agreement was executed. The Arbitration Agreement is presumed to be executed at the place of residence of its claimant.

Art. 8 - Unless otherwise expressly provided by the Parties, judgment by equity is not permitted in an arbitration procedure under these Rules.

Chapter VII SINGLE ARBITRATOR

Art. 9 - The arbitration procedure governed by these Rules will be conducted by a sole arbitrator preferably appointed by mutual agreement by the Parties. In the absence of consensus as to the choice of arbitrator, the appointment will be made by CARb-ABPI, pursuant to Article 34 et seq of this Regulation.

Chapter VIII TERM

Art. 10 - Unless otherwise expressly provided by the Parties, arbitration procedure governed by these Rules will be conducted under the version of these Rules in force on the date of the request for arbitration.

Chapter IX CHANGES OF THE REGULATION

Art. 11 - Any amendments to these Rules will apply and be effective only between the Parties thereto and in the arbitration proceedings specifically indicated by such Parties, such amendments being limited to the provisions relating to the performance of the Parties, and will not affect the administrative provisions of CARb-ABPI.

TITLE II CARB-ABPI'S ROLE

Art. 12 - CARb-ABPI will be responsible for the administration of the arbitration proceedings governed by these Rules.

Art. 13 - CARb-ABPI has the authority to review and decide all matters relating to the administration of the arbitration procedure governed by these Rules, 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 - Applicability of the simplified procedure according to this Regulation,
- III - Appointment of the Sole Arbitrator in the event of dissension by the Parties, delegation, or omission by the Parties,
- IV - Challenge of the Sole Arbitrator appointed; V - Replacement of the Sole Arbitrator,
- VI - Review of the fulfillment of the incidental requirements and formal aspects related to awards.

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

Paragraph 2 - The decisions of CARb-ABPI related to items I, II, III and IV above may be reviewed by the Arbitral Tribunals constituted in the proceedings.

Art. 14 - Any decisions relating to the merits of the controversies that are the object of the arbitration proceedings are excluded from the jurisdiction of CARb-ABPI, which are of the exclusive jurisdiction of the Arbitration Tribunal constituted in the proceedings.

TITLE III COMMENCEMENT OF THE ARBITRATION PROCEDURE

Art. 15 - The Arbitration Proceeding will commence observing the provisions contained in the chapters below.

Chapter I REQUEST FOR ARBITRATION

Art. 16 - The Parties interested in the commencement of the Arbitration Proceeding will submit the Request for Arbitration to the Secretariat of CARb-ABPI in a number of copies considering the receipt of the Request for Arbitration by all Parties, by the Sole Arbitrator, and by the Secretariat of CARb-ABPI with the following requirements:

- I - the Parties' full names, identification and addresses
- II - full name, identification and address of the Attorneys of the Claimants, if any;
- III - Indication of the Arbitration Agreement establishing CARb-ABPI's competence to govern the Arbitration Procedure
- IV - Indication of location, language, law, and number of arbitrators applicable to the arbitration procedure, if any,
- V - Presentation of facts and legal grounds of the claim
- VI - Indication of the amount in dispute, even if estimated, which will observe the limits established in the Table of Costs and Arbitrators' Fees for Simplified Proceedings,
- VII - Presentation of the document containing the Arbitration Agreement, on which the Request for Arbitration is based,
- VIII - Presentation of all other relevant documents,

IX - Request for producing evidence deemed appropriate, presenting a list of witnesses and the questions to be answered by an expert examination, and may indicate a technical assistant, in case an expert examination is required,

X - Presentation of the power of attorney appointing the Claimant's Attorneys, if any,

XI - Presentation of the receipt evidencing the payment of Request for Arbitration fees.

Sole Paragraph. In the proceedings governed by these Rules, the Initial Claims of the Parties will be presented in the Request for Arbitration.

Art. 17 - The date of receipt of the Request for Arbitration by the Secretariat of the CARb-ABPI will be considered as the date of commencement of the arbitration proceedings, for all legal purposes to which it is intended.

Chapter II **ANSWER TO THE REQUEST FOR ARBITRATION**

Art. 18 - Once the Request for Arbitration has fulfilled the requirements listed in Article 16 above, the Secretariat of the CARb-ABPI will notify the Respondent(s) to submit Answer(s) to the Request for Arbitration, within fifteen (15) days.

Art. 19 The Answer to the Request for Arbitration must contain the requirements listed below: I - the Parties' full names, identification and addresses

II - Indication of the full name, identification and address of the Defendant's Attorney(s), if any;

III - Confirmation of or objection to the Arbitration Agreement;

IV - Confirmation of or objection to the seat, language, law, and number of arbitrators applicable to the Arbitration procedure, if any;

V - Presentation of the power of attorney granted in favor of the Attorney(s) of the Defendant(s), if any;

VI - Presentation of the fundamentals of fact and right of defense; VII - Presentation of all other pertinent documents;

VIII - Request for the production of the evidence deemed appropriate, with the presentation of a list of witnesses and the questions to be answered by an expert examination, and may indicate a technical assistant, in case an expert examination is required.

Art. 20 If the Respondent(s) have Counterclaims to file, they will state them in their Answer(s) to the Request for Arbitration, containing the requirements listed below:

I - Presentation of the factual and legal grounds of its Counterclaim and its links with the subject matter of the Arbitral procedure indicated by the Claimant(s);

II - Indication of the Counterclaim's Value, observing the limits established in the Table of Costs and Arbitrators' Fees for Simplified Proceedings, under penalty of conversion of the simplified proceeding into a common proceeding, governed then by the ABPI CARb Regulation;

III - Presentation of all pertinent documents;

IV - A request for the production of the evidence deemed appropriate, with the presentation of a list of witnesses and the questions to be answered by the expert examination, and the possibility of appointing a technical assistant, in case an expert examination is required;

V - Presentation of the proof of payment of the Arbitration Request Fee for the Counterclaim.

Chapter III

NO RESPONSE TO THE REQUEST FOR ARBITRATION

Art. 21 The Respondent(s) having been duly notified regarding the Request for Arbitration, the absence of a Reply will not prevent the regular processing of the Request for Arbitration, with the commencement, development and decision of the arbitration proceedings.

Art. 22 The Party that fails to respond to the Request for Arbitration will continue to be served with all documents relating to the arbitration proceedings, by mail, at the address where it was first served.

Art. 23 The Party that refrains from responding to the Request for Arbitration may intervene in the arbitral procedure at any time, receiving it as it stands.

Art. 24 Subpoenas will cease to be served on the Party that has failed to respond to the Request for Arbitration if it changes its address and fails to inform the CARb-ABPI Secretariat of the change.

Chapter IV

EXAMINATION OF FORMAL REQUIREMENTS

Art. 25 The Secretariat of CARb-ABPI will, within five (5) days from the receipt of the Request for Arbitration, examine the Complaint to verify compliance with the established formal requirements, including payment of the corresponding fee, and then file it, assigning a number to the case record.

Art. 26 If the Request for Arbitration does not meet the requirements listed in Art. If the limits established by the Table of Costs and Arbitrators' Fees for the Simplified Procedure are not observed, the simplified procedure will be converted into a common procedure, which will then be governed by the CARb-ABPI Rules.

Sole Paragraph. The filing of the Request for Arbitration does not preclude the Claimant(s) from filing a new Request for Arbitration, which will be duly processed, provided that it meets the requirements indicated in Art. 16th up.

Art. 27 If the Counterpart Request does not meet the requirements listed in Art. 20 above, the Secretariat of the CARb-ABPI will notify the Respondent(s) to remedy the pending matter(s) within 2 (two) days, otherwise the Counterclaim will not be processed.

Art. 28 The rejection of the Counterclaim does not prevent the Respondent(s) from filing its own Request for Arbitration, dealing with the subject matter of the Counterclaim, which will be processed as an autonomous Request for Arbitration, provided that it meets the requirements indicated in Art. 16th up.

Art. 29 Should the Respondent(s) make any objection in the Answer to the Request for Arbitration, such objection will be considered and decided by CARb-ABPI when examining the formal requirements.

Art. 30 The Secretariat of the CARb-ABPI will not reimburse the Claimant for the fees paid if the Request for Arbitration or the Counterclaim is initially denied.

Chapter V APPOINTMENT OF A SOLE ARBITRATOR

Art. 31 Once the Answer(s) to the Request for Arbitration have been submitted and any preliminary issues to be decided by CARb-ABPI have been overcome, the phase of appointing the Sole Arbitrator will commence.

Section I INDICATION BY THE PARTIES

Art. 32 If the Arbitration Agreement provides for the Parties to appoint the Sole Arbitrator, the CARb-ABPI Secretariat will notify the Parties to appoint the Sole Arbitrator by consensus within a common term of five (5) days.

Art. 33 - If the Parties do not reach a consensus on the appointment of the Sole Arbitrator within the period indicated in Article 32 above, the Sole Arbitrator will be appointed by CARb-ABPI within five (5) days, pursuant to Article 34 et seq of this Regulation.

Section II

APPOINTMENT BY CARB-ABPI

Art. 34 - The appointment of the Sole Arbitrator by CARB-ABPI will occur whenever there is delegation, omission or lack of consensus by the Parties.

Art. 35 - The appointment of the Sole Arbitrator by CARB-ABPI will consider the nature of the dispute and will be made from the list of arbitrators of CARB-ABPI, and a person not included in the list may be appointed if, at Carb-ABPI's discretion, such an appointment is convenient for reviewing, processing, and deciding on the arbitral procedure.

Chapter VI

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

Art. 36 - Once the Sole Arbitrator is appointed, the Secretariat of CARB-ABPI will ask them to sign a document, within five (5) days, stating their acceptance, impartiality, independence, competence and availability to act as Arbitrator in the simplified procedure, pursuant to these Rules.

Art. 37 - In conjunction with the term mentioned in Article 36 above, the Sole Arbitrator will submit to the CARB-ABPI Secretariat answers to inquiries concerning their impartiality, independence and availability to be an Arbitrator, including disclosure of any circumstances that may give rise to doubts or questions in this regard.

Art. 38 - 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 these Regulations.

Art. 39 - Once the Sole Arbitrator is aware of the incidence of impediment or suspicion, they will declare it immediately and refuse their appointment, even if they have been appointed by all Parties present at the arbitration procedure.

Chapter VII

CHALLENGE OF ARBITRATOR

Art. 40 - At any stage of the arbitration proceedings, having knowledge of the incidence in the case of impediment or suspicion of the Sole Arbitrator appointed, the Party will challenge it by means of an objection addressed to CARB-ABPI, within five (5) days, as of the date on which it became aware of the referred impediment or suspension hypothesis.

Art. 41 - The Secretariat of the CARB-ABPI will forward the contestation to the Sole Arbitrator, who must manifest himself on the matter within five (5) days, for further analysis and decision by the CSD-ABPI Board, as per its Regulations.

Chapter VIII CONSTITUTION OF THE ARBITRAL TRIBUNAL

Art. 42 - The Arbitral Tribunal will be formally constituted with the conclusion of the appointment phase of the Sole Arbitrator.

Chapter IX INAUGURAL HEARING

Art. 43° Once the Arbitral Tribunal is constituted, the Parties will be notified to the inaugural hearing, to be held within ten (10) days, in which:

I - The Arbitral Tribunal will decide on questions of order, including, among others, the Examination of Formal Requirements performed by the Secretariat of CARB-ABPI pursuant to Chapter IV of these Rules.

II - At the request of both Parties, the Arbitral Tribunal may convert the simplified procedure into a common procedure, governed then by the CARB-ABPI Rules, suspending the opening hearing, if applicable.

III - The Parties will sign the Arbitration Terms, which will contain:

- a) Full name, identification and address of the Parties and the Sole Arbitrator,
- b) Full name, identification and address of the Attorney(s) of the Parties, if any,
- c) Transcription of the Arbitration Agreement that establishes the competence of CARB-ABPI to govern the Arbitration Procedure,
- d) Indication of the seat, language and law (including information on the possibility of judgment in equity) applicable to the arbitration proceeding,
- e) Summary of the dispute and the Parties' claims that will be the subject of the arbitration proceedings,
- f) Indication of the amount of the controversy, even if estimated,
- g) Provision for defeat and the manner of reimbursement of costs of the arbitration proceedings, and
- h) Form of communication of procedural acts, for the science of a decision or for the accomplishment of diligences, with personal communication by electronic mail and the availability of the notification on CARB-ABPI's website being preferred.

IV - If the Parties agree, the Arbitral Tribunal will determine the suspension of the arbitral procedure for the performance of mediation between the Parties, in the form of the provisions of Articles 105 and 106 below, and the mediator who acted in the pre-mediation will not be prevented from, at the discretion of the Parties and in the form of the provisions of Article 4 of the CMed-ABPI Regulations, conducting the mediation.

V - The Arbitral Tribunal will consult the Parties on interim or interim procedural measures, as well as on the adoption of measures for the purpose of protecting the confidentiality of the proceedings or of confidential information.

VI - If the arbitral procedure is not suspended, the Arbitral Tribunal will define a schedule for conducting the proceeding, which may be subsequently altered as a result of the need or otherwise for a hearing and the production of evidence.

Art. 44 - The absence of signature of the Arbitration Terms by any Parties will not prevent the regular processing of the Request for Arbitration, with the commencement, development, and decision of the arbitration proceeding.

Art. 45 - The Party that refrains from signing the Arbitration Terms will continue to be notified of all acts related to the arbitration proceeding, by mail, at the address where its first notification was served, and may intervene in the arbitration proceeding at any time, receiving it as it is.

Art. 46 - If the Party that refrained from signing the Arbitration Terms changes its address and fails to communicate the change to the CARb-ABPI Secretariat, the notifications will no longer be served on said Party.

Chapter X REPLACEMENT OF THE SOLE ARBITRATOR

Art. 47 - At any stage of the arbitration procedure, in case of impediment, suspicion, lack of availability or lack of physical, mental or moral capacity, the Sole Arbitrator, once aware of the situation, will immediately declare it and resign his appointment, even if he has been appointed by all Parties present at the arbitration procedure.

Art. 48 - In case of resignation, recognized and declared impediment or suspension, or lack of availability or lack of physical, mental or moral capacity, or in the event of death of the Sole Arbitrator, the CARb-ABPI will notify the Parties and replace the said Arbitrator, appointing a new one, in the manner provided for in Articles 31 et seq of this Regulation.

TITLE IV DEVELOPMENT OF THE ARBITRATION PROCEDURE

Art. 49 - The Arbitral Tribunal will conduct the arbitration procedure expeditiously and efficiently and ensure the the principles of adversarial proceedings, opportunity to be heard, and equal treatment are observed.

Art. 50 - The Arbitral Tribunal will act impartially and independently, deciding any matter based on the principle of free persuasion.

Art. 51 - The Arbitral Tribunal will decide, ex parte or at the request of the Parties, on issues concerning the existence, validity and effectiveness of the Arbitration Agreement and of the contract containing the arbitration clause.

Art. 52 -The Arbitral Tribunal may, at its sole discretion, take procedural measures and orders it considers appropriate for the best conduct of the proceedings, which include acts such as limiting or even rejecting evidence requested by the Parties that it considers unnecessary for the resolution of the dispute, limiting the number of witnesses to testify, determining the submission of written statements, subject to confirmation at a hearing, only if deemed relevant, among others.

Chapter I FINDING OF FACTS

Art. 53 - The Parties may produce any evidence they consider appropriate for the instruction of the proceedings and for the clarification of the Arbitral Tribunal, including written testimony. 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, observing, especially, the expeditious nature of the procedure governed by these Rules.

Art. 54 - Except for the expert evidence, the testimony of the parties and witnesses, and the clarifications to be given at a hearing, the Party will produce the evidence it considers appropriate for the instruction of the proceedings and for the clarification of the Arbitral Tribunal together with the Request for Arbitration, the defense or the Counterclaim.

Art. 55 - The expert evidence may be replaced by clarifications made by the Expert at a hearing. In addition to personal testimony, the Parties may request that witnesses be heard at the hearing to prove the 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. 56 - Oral evidence must be produced during the evidentiary hearing. The Arbitral Tribunal may authorize the production of evidence outside the place of arbitration, as provided for in Article 5 above.

Art. 57 - If any witness refuses to testify without lawful reason, the Arbitral Tribunal may request the competent court to take appropriate judicial measures for the taking of the witness' evidence.

Art. 58 - 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 an evidentiary hearing, observing the provisions of Articles 53 and 56 above with respect to the production of oral evidence outside the seat of arbitration.

Chapter II FACT-FINDING HEARING

Art. 59 - If the Arbitral Tribunal considers that a hearing is necessary for the resolution of the dispute, the Arbitral Tribunal will notify the Parties to a fact-finding hearing seven (7) days in advance, which will be held at the seat of arbitration, unless otherwise agreed by the Parties. The Arbitral Tribunal will decide on any request for a hearing, or its postponement made by the Parties, jointly or separately, bearing in mind that the arbitration procedure should be conducted in an expeditious and efficient manner.

Art. 60 - The fact-finding hearing will be held even if any of the Parties fail to appear, if it has been notified as provided in Article 59 above. However, if the Expert or any of the notified witnesses fail to appear, the Arbitral Tribunal will order the hearing to be adjourned.

Art. 61 - The fact-finding hearing is not public, and only persons related to the proceedings may attend, that is, 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, retained experts, or experts, who must be identified at the beginning of the hearing.

Art. 62 - The Arbitral Tribunal exercises police powers during the evidentiary hearing, and may order those who behave inappropriately to withdraw, as well as request, when necessary, police force.

Art. 63 - The Arbitral Tribunal may authorize, at the end of the discovery phase, the presentation of oral Closing Statements for a period of twenty (20) minutes for each Party, starting with the Claimant and ending with the Respondent.

TITLE V AWARD

Chapter I AWARD

Art. 64 - The award will be drawn up and signed by the Sole Arbitrator and will necessarily contain

I - Background, with the names of the Parties, summary of the dispute, and report on the development of the arbitration procedure.

II - Grounds for the decision, where the issues of fact and law will be re, expressly mentioning if the Arbitral Tribunal has judged on an equitable basis;

III - Order, in which the Arbitral Tribunal will resolve the issues submitted to them and establish the deadline for compliance with the decision, if any; and

IV - Date and place it was delivered.

Art. 65 The award will include the determination of liability for the arbitration costs, including the experts' fees, default fees and other expenses to be reimbursed. The Court may also decide on a reasoned basis, to condemn the Party to bad faith litigation as a result of its conduct, whether in the request for interim and interim measures, or in the non-compliance with such measures, or in relation to its cooperation in the development of the arbitration procedure.

Art. 66 - At the request of the Parties, the Arbitrator may refer them or any aspect of the ongoing dispute to mediation before rendering an award. In this case, mediation will be conducted according to the CMed-ABPI regulations, observing the celerity intended by the Parties when choosing the administration of the simplified procedure foreseen in these Regulations.

Section I TIME LIMIT

Art. 67 - The Arbitral Tribunal will render the award within fifteen (15) days from the date of closure of the evidentiary hearing, unless otherwise provided for in the Arbitration Terms or in the schedule agreed upon by the Parties pursuant to Article 43 above.

Art. 68 - The Parties and the Arbitral Tribunal may, by mutual agreement, extend this term to up to thirty (30) days, by informing the Secretariat in writing of the new terms.

Art. 69 - The proceedings governed by these Rules will not exceed one hundred and twenty (120) days, unless otherwise agreed by the Parties or determined by the Arbitral Tribunal, with justification.

Section II COSTS AND LOSS OF SUIT COSTS

Art. 70 - The liability for the payment of the arbitration costs, including the Experts' fees, the loss of suit fees and other expenses to be reimbursed, will be as established by the Parties in the Arbitration Terms. If the Parties have not provided otherwise, the losing Party will be responsible for the payment of these amounts.

Section III FINAL AND BINDING CHARACTER

Art. 71 - Except in the case of a partial award, the award terminates the arbitration proceedings.

Art. 72 – A total or partial award is final, and no appeal being allowed, and it must be complied with by the Parties in the form and within the time periods set forth therein.

Section IV AWARD APPROVING AN AGREEMENT

Art. 73 - If the Parties reach an agreement during the arbitration proceedings, even before the Arbitral Tribunal is constituted, the Arbitral Tribunal may, at the Parties' request, homologate the agreement in the form of a specific award.

Art. 74 - Approval of the Parties' agreement is admissible regarding interim and interim measures as well as with regard to the liquidation of a partial judgment.

Art. 75 - The award ratifying the agreement will contain the requirements of Art. 64 above, may be drafted in summary form, and will be final and binding, in the form of Arts. 71 and 72 above.

Section V PRIOR REVIEW BY CARB-ABPI

Art. 76 - The Arbitral Tribunal will submit to CARB-ABPI, in draft form, the procedural orders, the interim or interim measures, and the total, partial, or amended award. The CARB-ABPI may recommend to the Arbitral Tribunal changes as to formal aspects, without affecting the arbitrators' freedom of decision.

Chapter II REQUESTS FOR CLARIFICATION

Art. 77 - Within five (5) days from the receipt of the notification or from personal knowledge of the award, either party may request the Arbitral Tribunal, on a reasoned basis, to clarify any obscurity, omission, or contradiction in the award or to correct any material error in the award. Requests for clarification regarding procedural orders and measures of a interim or conservatory nature are admissible.

Art. 78 - The Arbitral Tribunal will decide within five (5) days, adding the award, the procedural order or the interim or interim measure, and will notify the parties pursuant to these Rules.

Section I CLERICAL ERROR CORRECTIONS

Art. 79 - On its own initiative, the Arbitral Tribunal may correct any material error existing in the award, in the procedural order or in the interim or interim measure, by adding it and notifying the parties pursuant to these Rules.

Chapter III COMPLIANCE WITH THE AWARD

Art. 80 - The award will be enforced and carried out in the form and within the time periods indicated therein, regardless of any formality, provided it has been served on the Parties in accordance with the provisions of these Rules.

**TITLE VI
INTERIM APPLICATIONS**

**Chapter I
REQUESTS PRIOR TO THE CONSTITUTION OF THE ARBITRAL TRIBUNAL**

**Section I
ACTS OF AN EMERGENCY ARBITRATOR**

Art. 81 - The Party that needs an urgent interim or interim measure that cannot wait for the constitution of the Arbitral Tribunal may request it to the Emergency Arbitrator, who will be appointed by CARB-ABPI within forty-eight (48) hours, based on its list of arbitrators, in compliance with the provisions of Article 35 above, upon request under Article 16 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. 82 - The Emergency Arbitrator will decide, with or without the prior hearing of the opposing Party, within a maximum period of five (5) days, by means of a procedural order that the Parties will comply with.

Art. 83 - The Emergency Arbitrator may order the applicant for the conservatory or interim measure to provide a real or personal security deposit to compensate the damage the Respondent may suffer.

Art. 84 - The Party against whom the urgent measure has been requested may at any time challenge the request, and the Emergency Arbitrator may revoke, add to or confirm the urgent measure previously granted.

Art. 85 - After the Emergency Arbitrator's Decision, The Procedure Will Follow As Per Article 17 et seq. The Emergency Arbitrator hearing the request for urgent measures will be barred from acting in the Arbitral Tribunal that will hear the dispute.

Art. 86 - Once constituted, the Arbitral Tribunal may revoke, add to, or confirm the urgent measure previously granted.

Art. 87 - The Party requesting the emergency measure will be liable for any damages the Respondent may suffer should the Emergency Arbitrator or the Arbitral Tribunal revoke or amend the emergency measure on the ground that the right or urgency on which the request is based does not exist, or where the Party has requested the measure in bad faith or in a spirit of emulation, caprice or gross error.

Art. 88 - The interested Party may not choose to request the competent judicial authority to adopt interim or interim measures that it considers urgent, if the Parties have, in the Arbitration Agreement or by an agreement entered into between them, expressly admitted the role of Emergency Arbitrators.

Section II

CONSERVATORY OR INTERIM MEASURES GRANTED BY THE JUDICIARY

Art. 89 - If the Parties have, prior to the constitution of the Arbitral Tribunal, requested the judicial authority to take interim or conservatory measures, the Arbitral Tribunal may revoke or confirm such measures.

Art. 90 - The Arbitral Tribunal may order the applicant of the interim or interim measure granted by the Judiciary to provide real or fiduciary security to compensate for the damages that the respondent may suffer.

Chapter II

REQUESTS SUBSEQUENT TO THE CONSTITUTION OF THE ARBITRAL TRIBUNAL

Art. 91 - The Arbitral Tribunal may order the execution of such interim or interim measures as it considers appropriate, with or without prior hearing of the opposing Party.

Art. 92 - The Arbitral Tribunal may order the applicant for the conservatory or interim measure to provide real or fiduciary security to compensate for any damage that the respondent may suffer.

Art. 93 - The Party against whom the conservatory or interim 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. 94 - The Party requesting the conservatory or interim measure will be liable for any damages that the respondent may suffer should the Arbitral Tribunal revoke or add to the measure previously granted due to the non-existence of the right or urgency on which the request is based, or when 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. 95 - Failure to comply with any provision contained in these Rules as well as in the Arbitration Terms will be raised at the first opportunity the affected Party has to manifest itself in the arbitration procedure.

Chapter I

TIME LIMITS

Art. 96 - The periods of time established herein will begin to run on the first business day after the Party's notice or the occurrence of the event giving rise to the period of time, the day of commencement being excluded, and the day of expiration being included.

Art. 97 - Except as otherwise provided by law or these Rules, all time limits may be modified by mutual agreement of the Parties.

Chapter II NOTIFICATIONS AND COMMUNICATIONS

Art. 98 - The parties will be informed of the procedural acts by means of notification, which, unless otherwise agreed upon by the parties in the Arbitration Terms, will be made personally to the parties, in the person of their legal representative or attorney-in-fact, by means of a letter with advice of receipt, and will be deemed to have been served upon receipt of the notification by the party.

Art. 99 - The Parties will be considered notified of the acts performed in a hearing when they are present at said hearing. If the Parties have agreed in the Arbitration Terms that notifications will be made by electronic mail, the Parties will be deemed to have been notified of the procedural acts on the first business day following the availability of the notification on CARB-ABPI's website.

Art. 100- All communications during the arbitration proceedings will be made in writing, by procedural order or by letter from CARB-ABPI.

Chapter III CONFIDENTIALITY

Art. 101 - If not expressly agreed otherwise by the Parties, the arbitration proceeding will be confidential, and no person taking part in it may disclose its existence or any information related thereto, unless 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. 102 - Should information or documents that are characterized as confidential be presented for the defense of the interests of either Party, the Party may request the Arbitral Tribunal to adopt measures in order to protect the confidentiality of such information or documents, being forbidden to the other Party the disclosure, exploitation or use of such information or documents for other purposes.

Art. 103 - Awards and procedural orders, including those ordering interim or interim measures, will not be published, but the Parties may promote their enforcement in accordance with the Law even if, for this purpose, they are required to give publicity to them.

Art. 104 - CARB-ABPI will provide the Parties, upon written request, with certified copies of documents and acts produced during the arbitration proceedings, except for those documents produced under the secrecy reserve as provided in Article 102 above.

Chapter IV MEDIATION

Art. 105 - At any time before the award is rendered, the Parties may suspend the arbitration procedure for mediation between the Parties.

Art. 106 - The suspension of the arbitral procedure for purposes of mediation will not exceed forty-five (45) days, subject to extension for an equal period by the parties, upon written notice to the Secretariat.

Chapter V EXCLUSION OF LIABILITY

Art. 107 - The arbitrators, CARB-ABPI, its members and representatives will not be liable to any person for any acts or omissions in connection with the arbitration proceedings, unless otherwise provided by the law applicable to the arbitration, except in the case of willful misconduct or fraud.

Chapter VI OMISSION ASSUMPTIONS

Art. 108 - The doubts or omitted cases will be resolved by the Board of Directors of the Center for Resolution of Disputes, Mediation and Arbitration in Intellectual Property of the Brazilian Intellectual Property Association (CSD-ABPI).

Art. 109 - This Regulation will come into force on the date of its approval by the ABPI Board of Directors.