

1 - Mediation

1.1 - A party interested in proposing mediation proceedings shall apply therefor to the CAE (Eurochamber Mediation and Arbitration Chamber), which shall designate a date and time for a free and non-binding interview called pre-mediation. At such interview, the CAE shall submit the working methodology, shall inform the Mediators' responsibilities and shall render any other pertinent information.

1.2 - The applicant shall, not later than 2 (two) days, confirm in writing its interest with regard to the mediation. Upon such confirmation, the CAE shall invite the other party for an identical interview.

1.3 - In the event that the other party confirms in writing, not later than 2 (two) days from the interview, its interest in the mediation, the CAE shall submit the list of Mediators to the parties.

1.4 - The parties shall, not later than 5 (five) days, appoint by mutual agreement the Mediator who shall perform the mediation proceedings. If the parties fail to do so, then the Mediator shall be appointed by the President of the CAE.

1.5 - Not later than 3 (three) days from the Mediator's appointment, a meeting shall be held for preparation of the Mediation Minutes to be executed by the parties and the mediator, containing: (a) The meeting chronogram; (b) The place of the meetings, at the Mediator's discretion; (c) Payment by the parties of the charges as fixed under the cost schedule mentioned by Article VIII, and (f) determination of the Mediator's fees.

1.6 - Except as otherwise provided by the parties, the mediation proceedings shall not exceed 30 (thirty) days from the date of execution of the Mediation Minutes.

1.7 - If the parties succeed in accomplishing an amicable settlement, Settlement Minutes shall be executed by the parties, the Mediator and 2 (two) witnesses. One counterpart of the Settlement Minutes shall be forwarded to each of the parties, and one counterpart shall be filed with the CAE.

1.8 - If the parties fail to accomplish an amicable settlement with the term provided by the Mediation Minutes, the Mediator shall record such event.

1.9 - Upon termination of the mediation proceedings, the CAE shall render account to the parties in respect to the amounts paid, shall request that any outstanding balance be paid, if such is the case, or shall return any existing surplus.

1.10 - Upon an unsuccessful outcome of the mediation, no fact or act occurred, or statement made, during the mediation proceedings may be used in any ensuing arbitral or judicial proceedings.

2 - Arbitration – Institution of the Arbitral Tribunal

2.1 - Under a separate document containing an arbitration clause providing for the jurisdiction of the CAE to settle disputes, the party desiring to accomplish such solution (the "Claimant") shall address the CAE a request for arbitration providing as follows: (a) Name, address and full qualification of the other party; (b) A description of the dispute subject to arbitration and an economic value to be attributed thereto, to the extent possible; (c) A copy of the agreement including the relevant arbitration clause, and (d) Copies of the documents related to the issue.

2.2 - The CAE shall send the other party (the "Respondent") a copy of such notice together with a list of names for the Arbitrators' Body and a copy of these Regulations, and shall invite the Respondent to appoint an arbitrator and his (or her) alternate not later than 15 (fifteen) days. The Claimant shall be granted an equal term for appointing an arbitrator and his (or her) alternate.

2.3 - In the event there is more than one party in the same position under the arbitral proceedings, the parties shall by common agreement appoint a sole arbitrator and his (or her) alternate.

2.4 - If any of the parties fails to appoint an arbitrator and his (or her) alternate within the term and according to the form provided hereabove, the Chairman of the CAE shall, not later than 2 (two) days, do so.

2.5 - The CAE shall, not later than 2 (two) days from the date of appointment of the arbitrators and their alternates, inform the parties the names and qualifications of such arbitrators and their alternates.

2.6 - The parties shall, not later than 2 (two) days, inform any eventual impediments of the appointed arbitrators, or otherwise change their appointment upon acceptance of the arbitrator appointed by the other party, with a view to have the arbitration proceedings performed by a sole arbitrator. Any challenge to an arbitrator shall be made in writing, shall be addressed to the Secretariat of the CAE and shall specify the facts and circumstances upon which such challenge is based.

2.7 - Upon approval by the Chairman of the CAE, the appointed arbitrators shall be requested to state their acceptance, as well

as, not later than 5 (five) days, to choose the Chairman of the Arbitral Tribunal.

2.8 - It shall be incumbent on the the Chairman of the CAE to appoint, preferably among the members of the CAE Arbitrators' Body, the arbitrator who shall act as Chairman of the Arbitral Tribunal in the event that such appointment fails to be made as provided under Article 2. hereabove.

2.9 - Upon having had their appointments duly approved by the Chairman of the CAE, the arbitrators and the Chairman of the Arbitral Tribunal shall be requested to execute the Independence Minutes providing for a statement of their ability to settle the outstanding dispute and the non-existence of any of the impediments mentioned under these Regulations, as well as a commitment that they shall act independently by complying with these Regulations and the principles of public order.

2.10 - The parties and the arbitrators, not later than 5 (five) days from the date of execution by the arbitrators of the Independence Minutes, with the assistance of the CAE, shall prepare the Arbitral Minutes, which shall provide as follows: (a) The names, addresses and qualifications of the parties, the arbitrators and their alternates; (b) The name and qualification of the arbitrator who shall act as Chairman of the Arbitral Tribunal; (c) The addresses and qualification of the persons all notices of the procedural acts are to be addressed to; (d) A list of the controversial issues to be decided upon and the economic value of the object in litigation; (e) Whether, or not, the arbitrators are duly authorised to decide based on equity; (f) The place of arbitration; (g) The responsibility for payment of costs, arbitrators' and experts' fees; (h) A commitment by the Arbitral Tribunal that the terms and procedures provided under these Regulations shall be duly complied with.

2.11 - In the event of international arbitration, the parties shall further define under the Arbitration Minutes the applicable law and language. Failing such provision or in the absence of the parties' agreement, the Arbitral Tribunal shall determine the rules and language deemed appropriate, considering the provisions of the agreement, the usages and practices and the international trade rules.

2.12 - The Arbitration Minutes as duly executed by the parties, the arbitrators, their alternates and 2 (two) witnesses shall be kept filed with the CAE.

2.13 - The absence of any of the parties in the preparation or execution of the Arbitration Minutes shall not preclude the ordinary arbitration proceedings.

2.14 - In the event of non-existence of an arbitration clause, arbitration shall be initiated upon execution by the parties and 2 (two) witnesses of the Arbitral Commitment, which shall provide as follows: (a) The names and qualification of the parties, the arbitrators and their alternates; (b) The addresses and qualification of the persons all notices in connection with the proceedings shall be addressed to; (c) A list of the controversial issues to be decided upon and the economic value of the object in litigation; (d) Whether, or not, the arbitrators are duly authorised to decide based on equity; (e) The place of arbitration; (f) The responsibility for payment of costs, arbitrators' and experts' fees.

2.15 - Upon execution of the Arbitral Commitment, the Arbitral Tribunal shall be instituted, as well as the Arbitration Minutes shall be drawn up and executed, subject to the provisions of Articles 2.7 through 2.13 herebelow, where applicable.

3 - Arbitrators

3.1 - Both members and non-members of the CAE Body of Arbitrators may be appointed as arbitrators.

3.2 - A person shall not be permitted to be appointed as arbitrator whenever: (a) He (or she) has been a party to the dispute; (b) He (or she) has acted in the dispute as an attorney-in-fact, witness or expert, for any of the parties; (c) He (or she) is a spouse or a relative up to the third degree of any of the parties or of an attorney-in-fact or counsel for any of the parties; (d) He (or she) is a member of management of the legal entity which is a party to the dispute; (e) He (or she) owns a direct or indirect shareholding interest in the capital of the legal entity which is a party to the dispute; (f) He (or she) is a close friend or enemy of any of the parties or their attorneys-in-fact; (g) He (or she) has formerly issued an opinion with regard to the dispute, or advised any of the parties; (h) He (or she) has acted as a mediator prior to the arbitration proceedings having been initiated, except as otherwise provided by the parties; (i) He (or she) is a prospective heir, donee or employer of any of the parties; (j) He (or she) has, prior or after the arbitration proceedings having been initiated, received donations, advised any of the parties in respect to the object of the arbitration or provided any means for payment of the arbitration costs, or (l) He (or she) has, for any reason whatsoever, an interest in the settlement of the issue in favour of any of the parties.

3.3 - If any of the events provided under 3.2 hereabove occur, it is incumbent on the arbitrator to immediately state his (or her) impediment and refuse the appointment, or resign, even if he (or she) has been appointed by both parties, and shall be

personally liable for any losses caused as a result of failure to comply with such duty.

3.4 - If, in the course of the proceedings, any of the events of impediment, or the death or civil incapacity of any of the arbitrators, occur, then he (or she) shall be replaced by the member of the Arbitrators' Body appointed to replace him (or her) under the Arbitration Minutes.

3.5 - In the event that the alternate cannot, for any reason and at any time, take over, it shall be incumbent on the Chairman of the CAE to appoint an arbitrator.

4 - Parties and Attorneys-in-fact

4.1 - The parties may be represented by an attorney-in-fact duly appointed according to a public or private power of attorney. The names, addresses and telephone numbers of such representatives shall be informed in writing to the other parties and the Secretariat of the CAE.

5 - Notices, Terms and Documents

5.1 - Subject to compliance with Article 2.10 (c) hereabove, all notices shall be sent by registered letter or through a Notary Public, and may further be made by Fax, telegram, e-mail or any equivalent means with receipt confirmed by registered letter or courier.

5.2 - All notices shall determine the term required for compliance with the action requested, which shall be computed on the basis of working days from the first working day immediately after the date of receipt of the notice. Such term shall be extended until the first subsequent working day if the expiry date coincides with a date at which the Secretariat of the CAE is closed. The terms provided under these Regulations may be extended, strictly to the extent necessary, at the discretion of the Chairman of the Arbitral Tribunal or of the Chairman of the CAE, with regard to Article 2 hereabove.

5.3 - Failing a pre-set term for a specific action, a 5 (five) day term shall be deemed to be applicable.

5.4 - All documents, where required, shall be translated into Portuguese by an ordinary (unofficial) translation.

5.5 - Any and all notices, as well as any and all documents addressed to the Arbitral Tribunal shall be delivered to, and protocolised by, the Secretariat of the CAE in a number of copies sufficient for delivery, namely, one for each party to the proceedings, one for each arbitrator and one to be filed with the Secretariat of the CAE.

6 - Arbitration Rules of Procedure – General Rules

6.1 - After the arbitration proceedings have been initiated, upon execution of the Arbitration Minutes according to Articles 2.10 and 2.15 hereabove, the Chairman of the Arbitral Tribunal shall summon the parties and arbitrators for a preliminary hearing at which the parties shall be clarified in respect to the procedure and the required action then being taken for the sake of orderly development of the arbitration proceedings.

6.2 - Following the preliminary hearing, the parties shall have a 10 (ten) day term for submitting their written allegations.

6.3 - The CAE shall, not later than the 5 (five) subsequent days after receipt of the parties' allegations, send the relative copies to the arbitrators and the parties, and the parties shall have a 10 (ten) day term for submitting their statements and indicate the evidence they intend to produce.

6.4 - The Arbitral Tribunal shall, not later than 5 (five) days from receipt of such statements, decide on jurisdiction of the Arbitral Tribunal for settling the relevant dispute submitted under the arbitration proceedings.

6.5 - If the Arbitral Tribunal decides it has no jurisdiction for settling the relevant dispute, the relative duly founded decision shall be delivered to the parties and the proceedings shall be extinguished.

6.6 - If it asserts it has jurisdiction for settling the dispute, the Arbitral Tribunal shall decide with regard to the evidence to be produced. The Arbitral Tribunal may further decide the case without any other evidence being produced, whenever evidence formerly presented by the parties in their allegations and statements proves to be sufficient or then the settlement of the dispute involves a mere point of law.

6.7 - Any and all evidence deemed to be useful to support the parties' allegations and to clarify the arbitrators in respect to the facts inherent to the dispute may be produced before the Arbitral Tribunal.

6.8 - Additionally to the evidence requested, the parties shall produce any other evidence as deemed necessary by the Arbitral Tribunal for fully understanding and adequately settling the dispute.

6.9 - Where an expert evidence is granted, the Chairman of the Arbitral Tribunal shall appoint an expert and shall submit questions.

6.10 - Oral evidence shall be produced at a hearing attended by the parties and the arbitrators.

6.11 - The same causes of impediment and suspicion provided under the Brazilian Code of Civil Procedure shall apply to the experts and witnesses.

6.12 - The Chairman of the Arbitral Tribunal, whenever deemed necessary, may order that specific proceedings be performed out of the place of arbitration, upon giving notice to the parties of the date, time and place of performance of such proceeding so that they may follow it up if so desired.

6.13 - Where an expert evidence is produced or specific proceedings are carried out a hearing shall be summoned to take place not later than 30 (thirty) days from the date of delivery of the expert report or of the report resulting from the proceeding, the date of whichever occurs last to prevail. Where no expert evidence or further proceedings are required, a hearing, if deemed necessary, shall be held not later than 30 (thirty) days from the date of receipt of the parties's statements mentioned under Article 6.3. The parties shall be given notice of the hearing not less than 15 (fifteen) days prior to the date of the hearing.

6.14 - At the hearing, evidence shall, to the extent possible, at the discretion of the Chairman of the Arbitral Tribunal, be produced according to the following order: (a) Clarification rendered by the experts; (b) Claimant's and Respondent's personal depositions; (c) Testimonies of the witnesses enrolled by the Claimant; (d) Testimonies of the witnesses enrolled by the Respondent, and (e) Any other evidence.

6.15 - The Chairman of the Arbitral Tribunal, at his own initiative, upon request by one of the arbitrators or one of the parties, should the circumstances so justify, may adjourn the hearing.

6.16 - The adjournment of the hearing which has not been requested by all parties shall not exceed 60 (sixty) days.

6.17 - The arbitral proceedings shall proceed notwithstanding any of the parties' absence, provided that, upon having been duly summoned, such party does not appear or does not succeed in being granted an adjournment of the hearing or an extension of the term for performing any action which shall have been ordered. Notwithstanding the foregoing, absence shall not imply the imposition of a confession. penalty.

6.18 - The Chairman of the Arbitral Tribunal shall, in the course of the whole proceedings, attempt to promote a settlement between the parties.

6.19 - After the closure of the hearings, the Arbitral Tribunal shall grant a term not in excess of 10 (ten) days for submission by the parties of their closing arguments.

7 - The Arbitral Award

7.1 - The arbitral award shall be delivered not later than 20 (twenty) days from the expiry for delivery of the closing arguments. Where the arbitral award shall be delivered with no need for production of any evidence other than that already produced by the parties in their allegations mentioned under Article 6.3 hereabove, the 20 (twenty) day term shall be computed from the expiry date of the term for delivery of such allegations.

7.2 - The term mentioned under Article 7.1 hereabove may be extended not later than 40 (forty) days by the Chairman of the Arbitral Tribunal provided there is a justified motive therefor.

7.3 - The arbitral award shall be delivered by a majority of the arbitrators, and each arbitrator, including the Chairman of the Arbitral Tribunal, shall be entitled to one opinion. If a majority agreement is not reached, the opinion of the Chairman of the Arbitral Tribunal shall prevail.

7.4 - The arbitrator who disagrees from the majority shall state the grounds for his dissenting opinion, which shall be transcribed in the award.

7.5 - The arbitral award shall contain: (a) The report, with the parties's qualification and a resumé of the dispute; (b) The grounds for the decision, where the matters of fact and the questions of law are reviewed, express reference to be made to the fact that the arbitrators, if such is the case, have decided based on equity; (c) The award and the relative term of enforcement, and (d) The date and place of delivery.

7.6 - The arbitral award shall further fix the charges and expenses incurred with the arbitration, as well as the respective allotment, subject to compliance, to the extent possible, with the agreement between the parties in respect to such matters, as provided under the arbitration commitment or the Arbitration Minutes. The charges, dues and arbitrators' fees may not exceed the amounts provided under the Schedule mentioned by Articles 8.1 and 8.2. Any expenses not provided under the Schedule, or otherwise in excess of the amounts fixed thereunder, shall only be considered in the arbitral award whenever deemed to be absolutely indispensable for settlement of the dispute or whenever expressly authorised by all parties.

7.7 - Upon delivery of the arbitral award, the arbitration will be closed, and the Chairman of the Arbitral Tribunal shall, through

the CAE, deliver a copy of the award to the parties by mail or by any other means of communication, subject to evidence of receipt. The original of the award shall be deposited with the Secretariat of the CAE.

7.8 - Not later than 5 (five) days from receipt of a copy of the award, any party in interest may, upon giving notice to the other party, request that the Arbitral Court correct errors, clarify any obscurity, omission or contradiction of the arbitral award.

7.9 - The Arbitral Tribunal shall, not later than 10 (ten) days, decide the request for clarification, amend, if such is the case, the arbitral award and give notice thereof to the parties.

7.10 - If, in the course of the arbitration proceedings, the parties reach agreement and thereby settle and put an end to the dispute, the Arbitral Tribunal may, as requested by the parties, state such fact by means of an arbitral award.

7.11 - The arbitral award is final, and the parties shall execute it in the manner and within the term provided thereunder.

8 - Charges, Dues and Fees

8.1 - The CAE shall draw up a schedule of charges, dues and mediators' and arbitrators' fees which shall further provide for the manner, timing and format of the relevant deposits for payment thereof.

8.2 - The schedule mentioned under Article 8.1 hereabove may be revised from time to time by the CAE.

9 - Miscellaneous

9.1 - The parties who shall confirm their interest with regard to the mediation proceedings or who agree, by means of an arbitration clause or arbitral commitment, to submit any and all disputes to arbitration by the CAE, thereby accept, and are bound by, the present Regulations and the operational rules of the CAE.

9.2 - The CAE does not settle itself the disputes submitted by the parties, both under mediation or arbitration. The CAE rules and watches over the appropriate performance of the relative proceedings, upon recommending and appointing mediators or arbitrators, where not otherwise provided by the parties or in order to fill in an omission of the parties, and is accordingly not responsible for any losses arising from this alternative dispute resolution process.

9.3 - It shall be incumbent on the mediators and arbitrators, the latter by majority opinion, to construe and apply the present

Regulations to specific cases, thereby further settling the outstanding omissions.

9.4 - Any and all disputes between the arbitrators with regard to the interpretation or application of these Regulations shall be settled by the Chairman of the Arbitral Tribunal, whose decision shall be final.

9.5 - The mediation and arbitration proceedings shall be confidential, and it is prohibited to the members of the CAE, mediators, arbitrators and the parties themselves to disclose any information related thereto, to which they shall have had access as a result of their position or participation in the process.

9.6 - The CAE Regulations in force as of the date of execution of the Mediation Minutes shall apply to the mediation proceedings.

9.7 - The CAE Regulations in force as of the date of protocolised delivery of the notice provided under Article 2.1 hereabove, or, in the cases of non-existence of an arbitration clause, the CAE Regulations in force as of the date of execution of the Arbitral Commitment provided under Article 2.14 hereabove, shall apply to the arbitration proceedings.

9.8 - Ancillary to the CAE Regulations, whenever omissive, the rules which the parties stipulate, or where they fail to do so, the Mediator or the Arbitral Tribunal so stipulate, or, failing such rules, the procedural rules of the national law applicable to the transaction or for settling the dispute, shall apply to the mediation and arbitration proceedings.