

Memorandum of Understanding

Between

Comitê Brasileiro de Arbitragem

and

Jus Mundi

This Memorandum of Understanding (MoU) is made between:

Comitê Brasileiro de Arbitragem, domiciled at Street Cristiano Viana, 401, cj 1310 CEP: 05411-000, São Paulo, Brazil, represented by André de Albuquerque Cavalcanti Abbud, President (hereinafter “**CBAr**”)

and

Jus Mundi, a simplified joint stock company under French law, with a capital of €63,214 registered with the Register of Companies of Paris under the No. 834 491 474, and whose head office is located at 10 rue de Penthièvre, 75008 Paris, represented by Jean-Rémi de Maistre, Chairman (hereinafter “**Jus Mundi**”).

(hereinafter referred to “**Party**” and collectively the “**Parties**”)

Therefore, the Parties hereby agree as follows:

1 Purpose

- 1.1 The purpose of this Memorandum of Understanding (hereinafter “**MoU**”) is to establish a partnership between the parties to promote public access to justice through the use of new technologies.
- 1.2 The partnership shall be presented on a webpage hosted by Jus Mundi (hereinafter “**Page**”) which also encourages individual contributors to participate by sending arbitration materials. For clarity, the Page will contain the CBAr logo, and links to documents submitted under the partnership.
- 1.3 Notwithstanding the terms “Memorandum of Understanding”, the Parties agree that they are not entering into a legal partnership, joint venture, association, franchise, or other form of business relationship. Neither Party will have, nor hold itself out as having, any right, power or authority to assume, create, or incur any expenses liability, or obligation on behalf of the other Party, except as expressly provided in the MoU. Neither Party will refer to or treat the arrangements under this MoU as a Legal Partnership or take any action inconsistent with such intention. Nothing in the MoU confers any rights or benefits on any person or legal entity not a party to the MoU.

2 Obligations of the Parties

2.1 CBAr's obligations

- a) CBAr will encourage its network and members (hereinafter "**Individual Contributors**") to share non-confidential materials in international commercial and investment arbitration, including but not limited to arbitration awards, materials, decisions, summaries and guidance publications, and other related materials, as well as provide to Jus Mundi arbitrator information, and metadata on case information relating to arbitration matters both international and domestic (hereinafter "**Materials**"), being documents that are not already published on Jus Mundi.
- b) CBAr shall use its own media (newsletter, social networks, etc.) to encourage its network and members to participate in the partnership.
- c) CBAr shall include a link to the Page on its webpage.
- d) CBAr shall not enter into a similar partnership with any other organization where such partnership combines a discount on such organization's legal database services offered to all CBAr members in exchange for CBAr members being encouraged by CBAr to share Materials with such organization ("Similar Partnership"). For the sake of clarity, the CBAr partnership with Kluwer Arbitration shall not be interpreted as a Similar Partnership.
- e) CBAr may at any time make a request in writing for Jus Mundi to remove a document submitted to Jus Mundi under this MoU for a legitimate reason. Where a document subject to such request is available elsewhere in the public domain, Jus Mundi shall retain the right to decide not to remove the document.
- f) CBAr will endeavour its best effort to promote the partnership in its social media and related communications strategies from time to time for the duration of this MoU, including CBAr placing a promotional banner on the CBAr website to encourage Individual Contributors to submit Materials under this partnership.
- g) As a reflection of this partnership, from time to time CBAr may include Jus Mundi as a supporter of its events, as determined by CBAr on a case by case basis. In circumstances where CBAr elects to include Jus Mundi as a supporter of a CBAr event, and in particular:
 - i) CBAr agrees for the duration of this MoU to grant annually to Jus Mundi one (1) person attendance to the CBAr International Arbitration Conference, including placing Jus Mundi's logo on materials and banners at the event to promote the partnership;
 - ii) At its discretion, CBAr may also from time to time provide Jus Mundi with a one (1) person complementary free access ticket to other events at its choosing, including inviting Jus Mundi to place its logo on materials and banners related to the given event to promote the partnership;
 - iii) CBAr agrees to provide Jus Mundi one (1) member login to its services online, and will also include a designated Jus Mundi staff member's email address in the CBAr mailing list; and

- iv) CBAr agrees to share with all attendees at the event mentioned on item 2.1 (g).ii *above* some publicity material (online/e-mail) about Jus Mundi.
- h) Under this MoU, CBAr agrees to explore with Jus Mundi coordinating potential publication of secondary materials on Jus Mundi authored by individuals in the CBAr JOVEM network, at the discretion of Jus Mundi.

2.2 *Jus Mundi's obligations*

- a) In return for CBAr encouraging its network and members to share Materials with Jus Mundi, Jus Mundi shall agree to provide CBAr Secretariat staff members as identified by CBAr from time to time in writing to Jus Mundi (hereinafter the “Users”), with full and free access to its platform’s premium Legal Research version, on the following conditions:
 - i) Users shall at all times comply with Jus Mundi Terms of Use, Terms of Subscription and Privacy Charter.
 - ii) Jus Mundi reserves the right to disallow access to users under this section on the basis that a user is not complying with the above Terms/Charter or identified as accessing the service for purposes other than CBAr-related business, and such restriction of access shall be enforced by Jus Mundi in consultation with CBAr. In the event that CBAr becomes aware that access under this section is being used for purposes other than CBAr-related business, CBAr is to notify Jus Mundi as soon as possible.
 - iii) CBAr agrees to communicate when CBAr Secretariat staff members join CBAr, or cease their roles with CBAr, within 2 weeks of such changes, in order for Jus Mundi to maintain an accurate User list and according appropriate access under this provision.
 - iv) This access shall remain offered for free by Jus Mundi for as long as the MoU remains in effect.
- b) Jus Mundi shall process the Materials submitted by Individual Contributors via CBAr under the following methodology:
 - i) Extracting the text from the PDFs through Optical Character Recognition (OCR)
 - ii) Manually correcting any computerized mistakes generated by the OCR to retain the best text quality possible
 - iii) Structuring the documents by identifying the table of content, each paragraph and each footnote
 - iv) Identifying the key metadata (institution, rules of arbitration, key dates, names of arbitrators, etc., if available)
 - v) Enhancing the text by identifying legal concepts discussed in each paragraph

- vi) Implementing hyperlinks under legal references to case law to interconnect the documents
- c) In a timely fashion, Jus Mundi shall make the HTML text of the CBAr Materials publicly available through its platform including to users who do not have a subscription to the platform.
- d) Jus Mundi shall recognize CBAr on all the documents (HTML + PDF) collected through the partnership and that were not already available on Jus Mundi (with the logo of CBAr and a link to Page). The Individual Contributor that collected the document may also be recognized with its consent.
- e) Jus Mundi shall endeavor to contribute Materials under this MoU, at its discretion and where appropriate.
- f) All Materials shall be made freely and easily accessible by Jus Mundi on its public-facing platform, to any person in the world with an internet connection.
- g) Jus Mundi commits to maintain forever an open and free access to the HTML text of the awards and to a PDF generated on the basis of this HTML. Any user searching on Jus Mundi will have access to all the IBA documents and to all the other documents available on Jus Mundi.
- h) Jus Mundi will endeavour to promote the partnership in its social media and related communications strategies, from time to time for the duration of this MoU.

3 No Cost for CBAr

- 3.1 The costs of the technical development of the database and the publication of the digital documents on the Jus Mundi platform will be borne by Jus Mundi.
- 3.2 CBAr shall bear no cost for the processing review, and enrichment of the Materials the publication of the Materials, and the design and development of the Page.
- 3.3 No Party shall have the right to any reimbursement, payment, or compensation from the other Party for products, resources supplied or services performed by a Party in furtherance of this MoU, except as otherwise expressly provided in this MoU or agreed in writing by the Parties.

4 Discount for CBAr members

4.1 In return for CBAr and its members providing Materials to Jus Mundi for publication contemplated by this MoU, Jus Mundi shall have the discretion to issue discounts to CBAr members on the following basis:

a) Any domestic or multinational firm with a CBAr member who is either a partner or sole practitioner, shall be eligible to apply to Jus Mundi for a once-only non-repeatable discount under the following conditions:

i) If a firm or sole practitioner has never previously held a subscription to Jus Mundi of any kind:

The partner of the firm, or sole practitioner, being a current member of CBAr, shall be granted a maximum of 3 consecutive years of eligibility for an annual 20% discount to Jus Mundi Legal Practice or Jus Mundi Legal Research, and only in relation to the firm or the sole practitioner. If the partner of the firm, or sole practitioner, is not a member of CBAr at the time of subscription renewal, the discount shall be withdrawn by Jus Mundi. If the subscription is not consecutive and is broken at any time during the 3 consecutive year period, the discount shall be withdrawn by Jus Mundi.

ii) If a firm or sole practitioner has never previously enjoyed a discount of any kind under this MoU, and has an existing consecutive unbroken subscription to Jus Mundi of either Jus Mundi Legal Practice or Jus Mundi Legal Research:

The partner of the firm, or sole practitioner, being a current member of CBAr, shall be granted a maximum of 3 consecutive years of eligibility for an annual 20% discount to Jus Mundi Legal Practice or Jus Mundi Legal Research, commencing from the next subscription renewal date, and only in relation to the firm or the sole practitioner. If the partner of the firm, or sole practitioner, is not a member of CBAr at the time of subscription renewal, the discount shall be withdrawn by Jus Mundi. If the subscription is not consecutive and is broken at any time during the 3 consecutive year period, the discount shall be withdrawn by Jus Mundi.

b) For clarity, all discounts described in clause 4 cannot be used in conjunction with any other offer, and shall only be implemented by Jus Mundi for either firms or sole practitioners, not for individuals within firms. Jus Mundi retains exclusive discretion to make decisions on granting or not granting any discount at any time, and Jus Mundi reserves the exclusive right to decide on a case-by-case basis whether an entity is a sole practitioner or a law firm.

c) Any firm, both domestic and multinational, with a partner or sole practitioner who is not a CBAr member at the time of application for a discount, shall not be eligible to receive any discount to Jus Mundi under this MoU.

5 Term and termination

5.1 This MoU shall take effect upon signing by both Parties and shall remain in effect for a period of three years from the date of its execution unless earlier terminated,

and shall be automatically renewed for an equivalent period unless otherwise agreed by one of the Parties.

5.2 The provisions of this MoU may only be amended or waived by mutual written MoU by both Parties.

5.3 Any Party may terminate this MoU at any time and for any reason by giving one hundred and eighty (180) days prior written notice to the other Party; provided, however, that in the event one of the Party fails to perform any of its obligations under this MoU, the other Party shall have the right to terminate this MoU immediately upon written notice.

5.4 The individuals signing this MoU on behalf of their respective entities represent and warrant (without personal liability therefor) that upon the signature of each, this MoU shall have been duly executed by the entity each represents.

6 Disclaimer of Warranties / Limitation of Liability

6.1 All materials, information or other items provided by one Party to the other are provided “as is” without warranty of any kind, and each Party disclaims all warranties, express or implied, with respect to any materials, information or other items provided to the other in connection with this MoU.

7 Intellectual Property

7.1 The Parties agree that the Materials sent by CBAr to Jus Mundi shall at all times remain the intellectual property of their original owner.

7.2 Both Parties agree that each Party may use the Materials to develop additional content that will be protected by intellectual property rights and database rights that are solely owned by the Party that developed it.

8 Use of the logos of CBAr and Jus Mundi

8.1 Under the MoU each party grants the other the right to use their logos and name and/or distinctive signs.

9 Assignment

9.1 Neither Party may assign its rights or delegate or subcontract its duties under this MoU to third parties without the prior written consent of the other Party.

10 Notices

10.1 All notices under this MoU will be sufficient only if in writing and sent by certified mail, return receipt requested, or by reputable oversight courier, or by hand delivery as follows:

a) To CBAr:

Comitê Brasileiro de Arbitragem,
Rua Cristiano Viana, 401, cj 1310
CEP: 05411-000, São Paulo, Brazil

e-mail: cbar@cbar.org.br

With a copy to:

Debora Visconte: debora@visconte.adv.br;
Lucas Diniz: lucasmdiniz@gmail.com

b) To Jus Mundi:

10 Rue de Penthièvre
75008 Paris France
Attention: Legal department

With a copy to:
Jean-Rémi de Maistre, CEO
Email: jr.demaistre@jusmundi.com

11 Electronic Signature (or manually if preferred) and Execution

11.1 By signing electronically (or manually if preferred) below, the Parties agree that such signatures shall be deemed original signatures for purposes of this MoU and all related matters having the same legal effect as original signatures. By signing electronically (or manually if preferred) below, the Parties intend to cause this MoU to be executed by their duly authorized representatives.

11.2 This MoU is the entire MoU between the Parties relating to the subject matter hereof and supersedes all prior MoUs between the Parties relating to the subject matter hereof.

11.3 IN WITNESS WHEREOF, the parties have executed this MoU by their duly authorized officers or representatives on the date set forth below.

Date of execution: May 2, 2023

Electronic (or manually if preferred) signatures of each Party:

DocuSigned by:

André de Albuquerque
909A6EF0F22C44D...

DocuSigned by:

Jean-Rémi de Maistre
B5489E82EE464A6...