



REGULATION OF THE DISPUTE PREVENTION
AND SETTLEMENT BOARDBOARD (DISPUTE BOARDS)
OF MED ARB RB.

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Initial clarifications

The Dispute Prevention and Settlement Board, also known as Dispute Boards, are agencies created by statement of intent at the moment of the execution or at the start of the performance of a medium or long-term agreement, to help the involved parties to overcome any misunderstanding, provide stability during the agreement performance and avoid future conflicts.

The Boards are generally used in projects of infrastructure, construction, concession, purchase of electricity, purchase of commodities, intellectual property, among others.

The services of Med Arb RB on the Board

Med Arb RB, with its regulations, provides specialized standards for the creation and operation of Boards, with solutions for the indication and appointment of experts who are members of the Board, clarifications on the services they provide, predictability of compensation, in addition to administration services.

It offers 3 different types of Boards for the parties, each one different regarding the type of conclusion it has on the case, according with the interest of the contracting parties:

- i). Dispute Adjudication Board (DAB), in which the decision is binding and of immediate enforcement;
- ii). Dispute Review Board (DRB), which are immediately binding to the parties, but its enforcement is voluntary;
- iii). Combined Dispute Board (CDB), which offers an intermediary solution when preparing recommendations or decisions, according with the intention of the parties.

Med Arb RB, in addition to have a highly qualified expert staff to comprise the Dispute Prevention and Settlement Board, offers a procedural follow-up platform system that allows the registration of all meetings/recommendations made during the Board and the agreement performance.

Standard clause

The parties that intend to use the regulation of Med Arb RB related to the Dispute Prevention and Settlement Boards (Dispute Board) are recommended to include an appropriate clause in the agreement, for such purpose, and there are drafts of the standard clause at the website of Med Arb RB: www.medarbrb.com

REGULATION OF THE DISPUTE PREVENTION AND SETTLEMENT BOARDBOARD (DISPUTE BOARDS)

The Chairman of Med Arb RB, exercising his/her powers granted by article 7, letter e) of Med Arb RB Internal Regulation, issues the following Regulation.

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1. Preliminary provisions

1.1. Scope

- 1.1.1. Med Arb RB, created with the purpose of advancing and managing appropriate means of dispute settlement, mainly in the corporate and recovery scope, adopts the standards established in this Regulation ("Regulation"), for the procedures of the Dispute Prevention and Settlement Board ("Board" or "Dispute Board").
- 1.1.2. The Dispute Prevention and Settlement Board or Dispute Boards is a method of extrajudicial settlement in which experts assist the parties in conflicts of non-immediate enforcement agreements.
- 1.1.3. The Dispute Prevention and Settlement Board is not an arbitration procedure, which means that the Arbitration Law (Law 9.307 of 1996) is not applicable to the procedure or the decisions, understanding, or opinions and its final provision ("Final provision") has no effects of a final award issued in judicial or arbitration proceedings.
 - 1.1.3.1. The involved parties contractually agree to abide by the Board Conclusions, according with the conditions set forth in this regulation.
- 1.1.4. The Dispute Prevention and Settlement Board of Med Arb RB shall be contracted in written and shall act according with the rules of this regulation, which are integral part of the agreement that provides on the options of the parties of using the Board.
 - 1.1.4.1. Once there is a clause establishing the Dispute Prevention and Settlement Board of Med Arb RB, the submission of an eventual dispute is mandatory.
- 1.1.5. The parties undertake to cooperate with each other and with the members of the board for the conduction of procedures and the application of this regulation.

2. Objectives and methods of operation of the Board

2.1. Dispute Review Board

- 2.1.1. The Dispute Review Board has as purpose to issue a Recommendation (“Recommendation”) for the parties, whether to prevent or settle a dispute. Such Recommendation is binding to the parties from its immediate receipt, except if rejected by one of the parties, and of mandatory enforcement after the end of the term for rejection.
- 2.1.2. The parties shall have 15 business days from the receipt of the recommendation to reject it. The rejection shall be made in written and delivered to the Board, to the parties, and to Med Arb RB, via the Med Arb RB system or by email.
- 2.1.3. If one of the parties intends to reject the recommendation, together with the written rejection notice to the Board, the parties, and Med Arb RB, such party shall submit the proof of petition for arbitration or mediation procedure initiation regarding the dispute object of the Recommendation.
- 2.1.4. In case of silence, the Recommendation shall remain binding and shall be immediately enforced by the parties, which then agree not to contest the recommendation within the agreement scope.
- 2.1.5. If the Board is terminated or does not issue the Recommendation within the established term, the parties may settle the dispute by means of mediation or arbitration, as contracted or, in the absence of contractual provision and no agreement to mediate or arbitrate the dispute, by means of judicial proceeding.
- 2.1.6. If one of the parties does not comply with the recommendation, a judicial proceeding of arbitration or mediation may be initiated.

2.2. Dispute Adjudication Board

- 2.2.1. The Board shall issue a Decision to prevent or settle the dispute. The decision shall bind and shall have effect on the parties soon after the notice of the parties on this regard, even if one of the parties intend to reject the decision.
- 2.2.2. The parties shall have 15 business days from the receipt of the decision to reject it. The rejection shall be made in written and be submitted to the Board, the parties, and Med Arb RB by the Med Arb RB system or by email.
- 2.2.3. The decision shall be binding, even if other method of dispute settlement is initiated, until judicial, arbitration decision or agreement of the parties otherwise.
- 2.2.4. While the decision is in force, the parties shall enforce it.
- 2.2.5. If the decision is violated, the parties may submit the violation to the Board, to the arbitration or the Judiciary Branch.

- 2.2.6. If the Board is terminated or does not issue the conclusion within the established term, the parties may settle the dispute by means of mediation or arbitration, according with the contractual provision or, in the absence of contractual provision and no agreement to mediate or arbitrate the dispute, by means of judicial proceeding.

2.3. Combined Dispute Board

- 2.3.1. The Board may issue a Recommendation for the parties, whether to prevent or settle the dispute, under article 2.1 of this Regulation, and may also issue a decision to prevent or settle the dispute, under article 2.2. of this Regulation, according with the provisions indicated by the parties under articles 4.9.2.5 and 4.9.5.4 of the Regulation.

2.4. Permanent or Ad Hoc Boards

- 2.4.1. The Board may be established permanently or ad hoc, depending on the provisions of the parties in the Board Establishment Agreement.

2.4.1.1. In the absence of express decision by the parties, the Board shall be permanent.

2.4.1.2. In the permanent format, the Board Establishment Agreement is executed by mutual agreement of the parties within 90 calendar days from the date of execution of the agreement that sets forth the permanent Board, unless otherwise agreed between the parties. The Board shall remain active throughout the effectiveness of the agreement and/or relationship between the parties, regardless of the existence or not of a dispute.

2.4.1.3. In the ad hoc format, the Board Establishment Agreement is executed every time, and only when, there is a dispute, and the Board shall remain active until the end of the procedures applicable to the Board Conclusion related to the dispute. Any of the parties may request the start of the ad hoc Board under article 3 of this Regulation. Unless otherwise agreed between the parties, the Members of the first ad hoc Board in the effectiveness of the agreement or relationship between the parties shall be automatically reappointed for the settlement of a potential new dispute within the effectiveness of the same agreement or relationship between the parties.

3. Establishment of the Boards

3.1. Start

- 3.1.1. Any of the parties involved in the dispute, whether individually or by mutual agreement, may request the establishment of a Board in written via Med Arb RB system or by email.
- 3.1.2. The Board shall be established within 15 business days after the registration fee is paid and the Board Establishment Agreement is executed, whichever occurs later. The Agreement shall indicate the type of Board that shall be established, as set forth in this Regulation.
- 3.1.3. The Board shall begin its activities after each member of the Board executes the Board Member Agreement, which shall be made soon after or together with the execution of the Term of Board Establishment, according with article 3.3 of the Regulation.
- 3.1.4. The Board shall be established according with the previous agreement that resulted in the dispute and, in the absence of it, under this Regulation.

3.2. Structure of the Board Members

- 3.2.1. The Members of the Board shall be appointed according with the previous agreement that resulted in the dispute and, in the absence of it, under this Regulation.
- 3.2.2. The Board shall be comprised by three (3) members, unless the parties establish otherwise, by mutual consent in the Agreement to be established of Board or in the previous agreement that resulted in the disputed.
- 3.2.3. The parties shall have 15 business days from the notice of art. 3.1.1. of this Regulation or from the delivery of the notice of the petition for Board establishment to appoint a Member for the Board.
 - 3.2.3.1. If the appointment is not made in written to Med Arb RB within 15 business days, it shall be made by the Med Arb RB Chairman.
- 3.2.4. The two Members appointed by the parties shall appoint the third Member of the Board within 7 business days.
- 3.2.5. The Med Arb RB Chairman shall appoint a Member for the Board if the parties do not appoint someone within the established term or if the Board Members do not make the appointment within the established term.
- 3.2.6. If one of the Board Members needs to be replaced, a new Member shall be appointed similarly to the appointment of the replaced Members, unless otherwise agreed between the parties. All acts of the previous Members shall remain valid, unless he/she had been replaced due to the issues of good faith violation in relation to the Board, such as fraud or corruption.

- 3.2.6.1. During the procedure of replacement of a Board Member, the other Members shall refrain from holding hearings or issuing Conclusions without the consent of all parties.
- 3.2.7. Whenever the Med Arb RB Chairman appoints a Member, the particularities and qualification required for the Member to prepare a recommendation in the case in question or any criteria agreed between the parties shall be taken into consideration.
- 3.2.8. The chief Member of the Board shall be the third Member appointed according with article 3.2.4. of this Regulation, in case there is no method set forth in the agreement that resulted in the dispute or in an agreement of the parties to appoint the chief Member. If the previous agreement that resulted in the dispute or agreement between the parties sets forth a method of appointment of Members and does not set forth the method for appointing the chief Member, the Members shall choose the chief Member among them.

3.3. Establishment and Termination of the Board

- 3.3.1. The Board is only established when all the parties, all the Members of the Board and some representative of Med Arb RB execute the Term of Board Establishment.
- 3.3.2. The Board is only terminated in case of:
- 3.3.2.1. Settlement of the dispute by the parties involved in the conflict by their own;
 - 3.3.2.2. Understanding of all parties to terminate the procedure in written, signed, and submitted to Med Arb RB and to all Board Members.
 - 3.3.2.3. Noncompliance by the Board Members with the obligations set forth in the Regulation or in the Term of Board Establishment.
 - 3.3.2.4. At the end of the Agreement between the Parties.

3.4. Principles and obligations that shall be observed

- 3.4.1. Observing the principles of independence and impartiality, the Members shall inform to the parties, before executing the Term of Board Establishment, in written document also submitted to Med Arb RB and to other Members, any facts and circumstances that may raise doubts regarding their independence by the parties, as well as any circumstances that may raise reasonable questions regarding their impartiality.
- 3.4.1.1. In case any facts and circumstances are raised after the establishment of the Board, the Member shall immediately inform the parties in written, as well as the other Members and Med Arb RB. The absence of statement is not necessarily a cause for impugnation of the Member or nullity of the Board and its conclusions.

- 3.4.1.2. In case a party intends to contest a Member due to suspected lack of impartiality or independence, such party shall do so within 10 business days from the day of awareness of such suspected lack, whether by statement of the Member or by other means. Such contestation shall be submitted to Med Arb RB, which shall decide on the issue after collecting the appropriate decision fees by the chamber and after hearing the other party and the other Members. If the member is contested, the provisions of article 3.2. of this Regulation shall be observed.
- 3.4.1.3 MED ARB RB, by its Chairman, may dismiss the expert investigated due to hindrance or suspicion, or those who, during his/her performance, does not comply with the principles of the Board and the full contents of this Regulation.
- 3.4.2. Med Arb RB recommends, but does not impose, that an expert avoids taking a role of Member and the parties avoid the appointment of an expert to be a Member if:
- 3.4.2.1. There is an identity between one party and the potential Member, or the potential Member is a legal representative of one of the parties;
- 3.4.2.2. The potential Members is a manager, director, member of the supervisory board or has a similar control influence in relation with one of the parties;
- 3.4.2.3. The potential Member has a significant interest due to a financial or personal situation with one of the parties, with some spouse, partner, or relative up to the third degree of one of the parties or the matter in question;
- 3.4.2.4. The potential Member makes any form of direct advising regularly to one of the parties or to an affiliate of one of the parties, and the future Member or its company obtains a significant financial income from that;
- 3.4.2.5. The potential Member is participating or had participated of any judicial, arbitration proceedings or similar proceedings related to the dispute submitted to the Board or the agreement that set forth the Board establishment, whether as a judge, arbitrator, expert, witness, representative, or advisor of one of the parties.
- 3.4.3. The Dispute Prevention and Settlement Board of Med Arb RB shall be confidential, and the right of using the Conclusions in procedures related to the disputes submitted to the Board is ensured, observing the law applicable to the case on the potential need of disclosing acts.

4. Procedure

- 4.1. The procedure of the Board is governed by the Regulation and, in case of omission, by the rules that the parties – or, in the absence of the parties, the Board – establish. Specifically, in the absence of convention by the parties, the Board shall have the power, among others, to:
 - 4.1.1. Define the language(s) of the procedure before the Board, taking into consideration all relevant circumstances, including the language of the agreement that shall be followed by the Board;
 - 4.1.2. Demand the parties to submit any documents the Board deems as required for the fulfillment of its roles;
 - 4.1.3. Convene meetings, visits to the works, and hearings;
 - 4.1.4. Decide on all procedural issues raised during a meeting, visit to the works, or hearing;
 - 4.1.5. Interview the parties, their representatives, and any witnesses, at the order it considers convenient;
 - 4.1.6. Appoint one or more experts, with the consent of the parties;
 - 4.1.7. Issue conclusions, even if one of the parties does not comply with a Board request;
 - 4.1.8. Decide on any urgent, provisional, or precautionary measures; and
 - 4.1.9. Adopt all measures required to perform their functions of Board.
- 4.2. After the Board establishment, the Board shall submit to the parties and to Med Arb RB, within 10 days, the Regulatory Rules of the Board, which shall include the issues mentioned in article 4.1. of this Regulation.
 - 4.2.1. The Regulatory Rules of the Board must be prepared by consent between the Members or by consent of the majority of Members.
- 4.3. Modifications to the Regulatory Rules of the Board, amendments not set forth in article 4.1. of this Regulation shall be approved in written by all parties.
- 4.3. The parties undertake to fully cooperate and provide all the required information to the Board, so the Board is totally informed about any agreements relevant for the case and the enforcement of such agreements by the parties.

4.5. Meetings and visits

- 4.5.1. After the Board is established, the Members shall, after consulting the parties, prepare a meeting schedule, within 60 calendar days, including meetings of visits to the location of performance of the agreement being analyzed by the Board, when applicable, which shall be held at least every quarter.
- 4.5.2. Ten (10) days previously to the meetings or visits, the Board shall inform what will be addressed in the meeting or visit, or within less than 2 days in cases of extraordinary meetings or visits.
- 4.5.3. The meetings shall preferentially be held online or may be held in-person or by other means, if agreed between the Board and the Parties.
 - 4.5.3.1. In case of no understanding regarding how the meeting shall be held after communication of the Board with the parties, the Board shall decide how the meeting shall be held, with the online format being the preferred format.
- 4.5.4. The meetings and visits shall be held with the attendance of all the Members of the Board and representatives of the parties or the parties personally.
 - 4.5.4.1. If a Member cannot attend a meeting or visit, the other Members shall decide if, considering the circumstance and the opinion of the parties on the subject, the meeting or visit shall proceed or not. In case an understanding is not reached by the Members, the meeting or visit shall not be held.
 - 4.5.4.2. If a party cannot attend a meeting or visit, the Board shall decide if, considering the circumstance and the opinion of the parties on the subject, the meeting or visit shall proceed or not.
 - 4.5.4.3. If a party refuses to participate or attend a procedure of the Board or any stage of it, the Board shall proceed despite the refusal or absence.
- 4.5.5. The meetings and visits shall be held at a frequency that allows the Board to be fully informed on what is happening between the parties and the status of the eventual performance of the agreement between the parties. The parties may also request extraordinary meetings or visits. The Members shall accept such request as soon as possible and endeavor the best efforts to be available for extraordinary meetings or visits within the 15 days following the request.
 - 4.5.5.1. The Board shall inform the parties about how often and which nature the parties shall submit reports on the eventual performance of the Agreement to the Board.
- 4.5.6. After each meeting or visit, the Board shall prepare a report about the points addressed and the definitions agreed during the meeting or visit with the list of attendants.

4.6. Communications and terms

4.6.1. All formal communications shall be in written and shall be simultaneously sent to all parties, to all Members, and to Med Arb RB, via Med Arb RB system or by email. Other means may be used only if it allows proof of submission and if set forth in the Term of Board Establishment.

4.6.1.1. Unless otherwise provided, all communications, notices, or subpoenas of procedural acts shall be made by the attorneys or representatives appointed by the party, in the emails or address indicated by them by own platform.

4.6.2. The communication shall be considered as made:

4.6.2.1. If electronically transmitted: on the day it is sent, except for the petition for Board establishment, which shall only be considered as received on the day its receipt is confirmed by the recipient or in case of electronic notice of delivery;

4.6.2.2. If physically sent: on the day of the proof of delivery at the address in which the first notice of the party was made or at the address indicated in the Term of Board Establishment or in other act expressly informed by the party.

4.6.3. If not otherwise provided in this Regulation, in agreement or by consent between the Board and the Parties, the terms shall be counted on business days, excluding the date of receipt of the notice and including the expiry date.

4.6.3.1. The term shall only begin to be counted from the first business day after the notice is considered as made under article 4.6.2. of this Regulation.

4.6.3.2. Between December 22 and January 5, there will be an end of year recess in Med Arb RB, period in which there will be no workdays and which days are not considered as business days.

4.6.4. In case of no specific term in the Regulation, the term defined by the Board shall be considered or, in case of silence, the term of 10 business days.

4.7. Conflicts prevention

4.7.1. If, during a meeting or visit, the Board identifies anything that may evolve to a potential conflict between the parties, the Board may address the issue with the parties to encourage them to avoid such situation. For such, the Board may: i) encourage the parties to settle the issue between them without the need of intervention by the Board; ii) assist the parties to define the potential conflict; iii) suggest some form of appropriate settlement for the parties.

4.7.1.1. When assisting in the conflict prevention, the Board shall always clarify that it is ready to provide informal assistance or issue a Conclusion if the Parties do not avoid the conflict by their own.

4.8. Informal assistance

- 4.8.1. If the Board is requested to issue a Conclusion regarding a conflict that it has already provided an informal assistance, the Board shall not be bound by any oral or written opinion it has expressed when providing the informal assistance and shall not take into consideration any information that is not available to all parties.

4.9. Submission of conflicts to the Board

- 4.9.1. Any of the parties may submit a conflict to a Board upon the presentation of a short-written statement of its case ("Statement of Case") to the other party, to the Board and to Med Arb RB.
- 4.9.2. The Statement of Case shall include:
- 4.9.2.1. A clear and brief description on the type and circumstances of the conflict;
 - 4.9.2.2. The list of the issues submitted to the Board for Conclusion and the submission of the applicant position on such issues;
 - 4.9.2.3. The documents supporting the position of the applicant;
 - 4.9.2.4. Presentation of the object of the Conclusion request to the Board by the applicant;
 - 4.9.2.5. In case of Combined Board, the clarification on whether the applicant is willing for a decision or recommendation is issued. In case of a decision, the applicant shall submit the requirements and the reasons why it understands that the Combined Board shall issue a decision instead of a recommendation;
 - 4.9.2.6. The values of any quantified demands and, if possible, an estimation of the monetary value of the other demands.
- 4.9.3. During the submission of conflicts to the Board, there will be no informal discussions nor separate meetings between any Member of the Board and any party in relation to the issues covered by the submission.
- 4.9.4. The start date of submission shall be counted from the effective communication on the submission to the parties and Members, according with article 4.6 of this Regulation.
- 4.9.5. The respondent shall answer, in written (the "Response"), within 15 business days from the start date of submission, unless otherwise agreed between the parties or according with the Board instructions.
- 4.9.6. The Response shall include:
- 4.9.6.1. Clear and brief description on the conflict by the respondent;
 - 4.9.6.2. The documents that support the position of the respondent;

4.9.6.3. A statement on the issues that the respondent requests a Board Conclusion;

4.9.6.4. In case of Combined Board, if the respondent disagrees about the Statement of Case as to whether the Conclusion needs to be a decision or not, the Response shall include the reasons why the respondent understands that the Board shall issue the type of conclusion claimed by it.

4.9.7. The Board may, at any time, request a party to submit, in written, additional statements or documents to assist in the preparation of its Conclusion. Each one of these requests shall be informed by the Board to the parties in written. The Board may hold an extraordinary meeting to request further information to prepare the conclusion, according with article 4.5. of this Regulation regarding extraordinary meetings.

4.9.7.1. The Conclusion shall be made and delivered according with article 4.11. of the Regulation.

4.9.7.2. After the delivery of the decision to all parties and to Med Arb RB via system or by email, the rite of potential contestation or rejection shall be made according with article 2 of this Regulation.

4.10. Hearings

4.10.1. Hearings may be held for the Conclusion of each submission if the Board understand it as the best or upon request of the parties.

4.10.2. The hearings shall be scheduled at least with 10 business days in advance and shall be preferentially held online.

4.10.3. The Board is in charge for the conduction of hearings and shall act in a fair and impartial manner, always ensuring the opportunity for each party to present their reasons.

4.10.4. The parties shall personally attend the hearings, or their representatives shall attend it, and the assistance by advisors is allowed.

4.10.5. The hearings shall be held with the attendance of all Members, unless the Board decides, due to the circumstances and after consulting the parties, for the convenience of holding the meeting with the absence of one of the Members. Before the replacement of a Member, a hearing may be held with the other Members of the Board only if all parties consent in written.

4.10.6. Unless otherwise decided by the Board, the hearing shall be held as follows:

4.10.6.1. Presentation of the case, first by the applicant and then by the respondent. In case it is not clear which party is the applicant and the respondent or in case of multipolarity of parties, the Members, collectively or by majority, shall decide the order of presentation of the parties;

- 4.10.6.2. Identification by the Board of the issues that require further clarifications;
 - 4.10.6.3. Clarifications by the parties about the issues identified by the Board;
 - 4.10.6.4. Responses of each party to the clarifications made by the other party, in case such clarifications have raised new issues
- 4.10.7. The Board may request the parties to present a written summary of their statements within a defined term.

4.11. Conclusions

- 4.11.1 The Board may resolve and execute the Conclusion in any location it deems as convenient.
- 4.11.2. The Board shall submit its Conclusion to the parties as soon as possible, but the maximum term shall be of 90 calendar days from the start date of submission, according with article 4.9.4. of this Regulation. Exceptionally, the term may be extended once per term, not exceeding 90 calendar days due to the type and complexity of the dispute, as well as other relevant circumstances, in case the parties consent.
- 4.11.3. The Conclusion shall be preferentially issued by consensus or, if not possible, by majority. All Members shall have equal vote but, if the majority is not possible, the vote of the chairman shall prevail, and the other members shall present their votes in written separately to the Conclusion. The fact that a Member does not provide the reasons for his/her disagreement shall not preclude the issuance nor the efficacy of the Conclusion.
- 4.11.4. The Conclusion shall be made in written, dated and include the location where it was issued. In addition, it shall include:
 - 4.11.4.1. The report of the conflict with events timeline;
 - 4.11.4.2. The summary of the reasons of the applicant and the response of the respondent;
 - 4.11.4.3. The technical and contractual rationale, supported by the documents submitted by the parties and at the hearing, if held;
 - 4.11.4.4. The conclusion, in which the Board shall settle the dispute submitted to it.
- 4.11.5. By own initiative, the Board may correct any material, calculation, or typing errors, omissions, obscurity, doubt, contradiction, or any similar errors found in the Conclusion, provided that such correction is submitted to the parties within 10 business days from the date of receipt of the Conclusion.

- 4.11.6. The Parties shall have 10 business days from the date of receipt of the Conclusion to prepare a request for clarifications, which shall interrupt the term for potential contestation, in case of material errors, omission, obscurity, doubt, or contradiction in the Conclusion. The Board shall grant the other party 10 business days from the date of receipt of the prepared request to submit its comments. At the end of the term of 10 business days from the date of receipt of the prepared request, the Board shall have 10 business days to resolve on the prepared request.
- 4.11.7. If the Board decides for the correction or present clarifications on the Conclusion, according with article 4.9.7.5. and 4.9.7.6 of this Regulation, all terms related to the Conclusion shall begin to count again from the receipt of the correction or clarification on the Conclusion, according with article 4.6 of this Regulation.
- 4.11.8. The Conclusion and the separate votes of Members shall be accepted as evidences in any judicial or arbitration proceeding concurrently between the parties and related with the disputed resolved by the Board.

5. Costs

- 5.1. The Table of Costs of Med Arb RB Board is integral part of Med Arb RB Regulation, which shall be observed by the parties.
 - 5.1.1. The Table of Costs of Med Arb RB Board may be updated or modified at any time.
- 5.2. The administrative expenses of Med Arb RB include the corresponding expenses related to the Registration Fee, the Monthly Administration Fee, the Members Fees (the values for each extraordinary meeting being charged separately), Appointment of Member by Med Arb RB, Decision of Contestation of Members or any other costs that may arise due to the Board procedure and according with the Table of Costs of Med Arb RB resolutions Board.
- 5.3. All expenses levied and incurred from the Board establishment until its termination shall be equally borne by the parties, unless otherwise agreed between them.
 - 5.3.1. In Boards that involved parties that are entities of the direct or indirect Public Administration and at least one private party, the private parties shall be responsible for paying the costs set forth in the Table of Costs of the Dispute Prevention and Settlement Board of Med Arb RB within the correct payment term, without any resulting waiver to its rights or creating a right to reimbursement in relation to the party that is an entity of the Public Administration; different provisions may be set forth in the Term of Board Establishment.
- 5.4. In case of nonpayment of any charges or fees of the Board by one the parties after 20 calendar days of the invoice receipt, the other party may pay on behalf of the other within 15 business days after the expiration, without this resulting in waiver to its rights or creating a right to reimbursement in relation with the defaulting party. If the amount is still not paid, the parties shall receive a notice about the Board suspension. The suspension shall remain for 15 business days from the end of the term for a party to bear with the costs not paid by the other party. If the outstanding amount is not paid within such term, the Board shall be terminated.
- 5.5. Upon the submission of the petition for Board establishment, the amount of the Registration Fee, not compensable or reimbursable, shall be paid to Med Arb RB,.

6. General Provisions

- 6.1. The Members, Med Arb RB, or its employees shall not be liable before any individuals for acts or omissions related to the procedures associated to Boards, unless such limitation of liability is prohibited by the applicable law.
- 6.2. In case of specific legislation on Dispute Board and if applicable to a dispute submitted to a Board, the specific legislation shall be applied regarding the procedure in which such law is different in relation to this Regulation, being it in force if not violating the standard.
- 6.3. In the procedures managed by MED ARB RB, considering that everyone is responsible as data controller and operator, whether as parties, Members, legal representatives, lawyers, mediators, arbitrators, negotiators, conciliators, members of the secretariat, everyone is aware that they shall adopt technical measures for the protection and security of data, in compliance with law 13.709/2018, general data protection act, ensuring the appropriate handling of data from all persons involved in the procedures, cybersecurity, and secrecy of procedures.
- 6.4. Potential omitted cases shall be settled by MED ARB RB Chairman, by request of the mediator.
- 6.5. This Regulation enters into force on 06/02/2023.



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