

MEDIATION REGULATION

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TABLE OF CONTENTS

CHAPTER I – MEDIATION	3
CHAPTER II – PRELIMINARY PROVISIONS	
CHAPTER III – INITIAL PETITIOR OF MEDIATION	
CHAPTER IV – LIST OF EXPERTS AND CHOICE OF THE MEDIATOR	
CHAPTER V - MEDIATION COMMITMENT	
CHAPTER VI – MEDIATION PROCESS	
CHAPTER VII – TERM OF AGREEMENT	
CHAPTER VIII – CLOSING	
CHAPTER IX – FINAL PROVISIONS	



MEDIATION REGULATION

Med Arb RB, created with the purpose of promoting and managing alternate means of dispute settlement, mainly in the corporate and recovery scope, specifically the mediation and arbitration, among other extrajudicial means of dispute settlements, adopts the rules established in this REGULATION for the mediation procedures.

CHAPTER I – MEDIATION

- 1.1. Mediation is a voluntary and consensual procedure assisted by an impartial and independent third party that, with the due qualification, assist the parties, enabling the communication and negotiation in the consensual dispute settlement.
- 1.2. All disputes related to available rights or unavailable rights that admit transaction may be submitted to mediation.
- 1.3. The mediation may be requested at any time, initiated before, during or after a judicial or arbitration procedure and may be associated to the entire dispute or part of the dispute, according with the will of the parties.
- 1.4. It is recommended that the parties are accompanied by a lawyer appointed throughout the mediation procedure, with the presence of a lawyer being mandatory in judicial mediation and optional in extrajudicial mediation.
- 1.4.1. In the online mediation, by means of videoconference, it is provided, upon request of the lawyer or its customer, a moment or own virtual room for reserved conversation, under wording 158 of the II Journey for Dispute Extrajudicial Settlement and Prevention of CJF. (https://www.cjf.jus.br/cjf/corregedoria-da-justica-federal/centro-de-estudos-judiciarios-1/prevencao-esolucao-extrajudicial-de-litigios).
- 1.4.2. In disputes involving legal entities, represented by outsourced or accredited lawyers, their presence is recommended in the mediation session, with the previous authorization to propose a consensual settlement for the dispute, with powers to compromise, avoiding, thus, the postponing of the act, under wording 209 of the II Journey for Dispute Extrajudicial Settlement and Prevention of CJF. (https://www.cjf.jus.br/cjf/corregedoria-da-justica-federal/centro-de-estudos-judiciarios-1/prevencao-esolucao-extrajudicial-de-litigios).
- 1.5. The mediation is governed by the following principles:

I – mediator impartiality;

II – isonomy between the parties;

III – orality;

IV – informality;

V – autonomy of will of the parties;

VI – consensus;

VII – confidentiality; and

VIII -good faith.



- 1.6. The mediation procedure is based in the informality, autonomy of will and good faith of all participants. Information exchanged and proposed made during the mediation are confidential and shall not be disclosed by the parties and mediators, including in subsequent arbitration or judicial proceeding. Unlike the judicial proceeding and arbitration, the parties preserve for themselves the power to decide on the solution to be adopted, although the mediator has a decision power regarding the conduct of the mediation procedure.
- 1.7. Collective or individual sessions are possible in the mediation, and in case of multiple parties or recovery of companies, the mediator may, during any meeting, deal with the participants collectively or with each one in separate, always ensuring equal opportunities for all and secrecy of the disclosed information, in compliance with the instructions provided in these individual meetings to the mediator.
- 1.8. In the mediation, it is possible that the mediator or any interested party requests the participation of technicians in order to clarify any controversial aspect, with informative character and not binding, with appropriate secrecy and confidentiality, which shall not, under no context, be used outside the scope of the Mediation and/or for purposes different from those related to the requested clarifications, and the technicians shall sign an own confidentiality commitment in order to participate in the mediation sessions.
- 1.9. The principle of confidentiality is fully applied to corporate mediations, under wording 218 of the II Journey for Dispute Extrajudicial Settlement and Prevention of CJF. (https://www.cjf.jus.br/cjf/corregedoria-da-justica-federal/centro-de-estudos-judiciarios-1/prevencao-e-solucao-extrajudicial-de-litigios).
- 1.9.1. In case it is required to record the mediation sessions to meet the resolutions or recommendations of the Courts of Justice for accreditation of MED ARB RB as a chamber for receipt of judicial mediations, the potential recordings of the sessions do not violate the principle of confidentiality and may only be used within the strict terms of such recommendations or resolutions.
- 1.9.2. In cases involving reorganization, the principle of confidentiality in the mediation is also applicable to the trustee, who shall assess only the final result of the negotiations consolidated in the agreements resulting from the mediation taken for legal ratification; ask the parties the information required for their surveillance and make sure the terms of art. 20-A of Law n. 11.101/2005 are observed, under wording 190 of the Ш Journey Dispute Extrajudicial Settlement and Prevention of CJF. for (https://www.cjf.jus.br/cjf/corregedoria-da-justica-federal/centro-de-estudos-judiciarios-1/prevencaoesolucao-extrajudicial-de-litigios).
- 1.10. In the previous mediation set forth in art. 20 of Law n. 11.101/2005 or during judicial reorganization, the mediator is not liable for evaluating the existence, demandability, and legality of credits. In the mediation of judicial reorganization, all participants, collectively, shall comply with the order of preference of credits and with the verification of the existence, demandability, and legality of credits, according with the good faith principle and under wording 201 of the II Journey for Dispute Extrajudicial Settlement and Prevention of CJF. (https://www.cjf.jus.br/cjf/corregedoria-da-justica-federal/centro-de-estudos-judiciarios-1/prevencao-e-solucao-extrajudicial-de-litigios).



- 1.10.1. In the mediation before the judicial reorganization, the debtor company and its creditors are free to establish the best composition for compliance with the obligations, under wording 202 of the II Journey for Dispute Extrajudicial Settlement and Prevention of CJF. (https://www.cjf.jus.br/cjf/corregedoria-da-justica-federal/centro-de-estudos-judiciarios-1/prevencao-e-solucao-extrajudicial-de-litigios).
- 1.11. The principle of objective good faith, deriving from ethics, is applied to the mediation, under wording 219 of the II Journey for Dispute Extrajudicial Settlement and Prevention of CJF. (https://www.cjf.jus.br/cjf/corregedoria-da-justica-federal/centro-de-estudos-judiciarios-1/prevencao-e-solucao-extrajudicial-de-litigios).
- 1.12. The mediator may consult the involved parties about the convenience of participation of other individuals potentially affected by the final mediation result, without such conduct being considered as a violation of the impartiality duty, under wording 200 of the II Journey for Dispute Extrajudicial Settlement and Prevention of CJF. (https://www.cjf.jus.br/cjf/corregedoria-da-justica-federal/centro-de-estudos-judiciarios-1/prevencao-e-solucao-extrajudicial-de-litigios).
- 1.13. The use of mediation for socioenvironmental dispute settlement is recommended, specifically to enable, under art. 3, paragraph 2, of the Mediation Law, the access to justice and satisfaction of available and unavailable tradable rights, including precautionary, repressive measures and remediation of damages to the environment and the community, under wording 225 of the II Journey for Dispute Extrajudicial Settlement and Prevention of CJF. (https://www.cjf.jus.br/cjf/corregedoria-da-justica-federal/centro-deestudos-judiciarios-1/prevencao-e-solucao-extrajudicial-de-litigios).

CHAPTER II – PRELIMINARY PROVISIONS

- 2.1. The Regulation and the applicable Provisions on Experts Fees, Costs, and Expenses shall be those in force at the moment of the petition for mediation initiation, unless otherwise agreed between the parties, with the consent of MED ARB RB.
- 2.2. The purpose of MED ARB RB is to manage the mediation procedures submitted by the interested parties, preferentially online, or in-person in case of express provision of the parties in this regard, regardless of the citizenship, residency, or origin, performing the acts and services set forth in this Regulation.
- 2.3. The mediation managed by Med Arb RB shall be governed by this Regulation, specifically regarding the appointment of the mediator, unless otherwise provided between the parties.
- 2.4. This Regulation shall be applicable whenever agreed between the parties, when MED ARB RB is appointed by a judge as a specialized chamber for conduct of mediation procedure, regardless of the existence of a mediation or escalation clause that sets forth the adoption of the mediation rules of MED ARB RB.
- 2.5. The services of MED ARB RB aim at providing the compliance of its Regulation and associated acts, and the mediator is liable for conducting the mediation procedure itself.



- 2.6. The mediator, MED ARB RB, and its employees shall not be liable before any individual due to any acts or omissions related to the decision content of a mediation, wording of a potential agreement, but all shall be bounded to the confidentiality commitment.
- 2.6.1. All confidentiality commitment is subject to the limits of the legal order in force in the country.
- 2.7. Any qualified legal entity or individual may request to MED ARB RB the initiation of a mediation procedure, observing item 1.2. of this Regulation.
- 2.7.1. The Mediation may also be initiated by referral of the Judiciary Branch, by official letter or upon the request of any party in the judicial proceeding.

CHAPTER III – INITIAL PETITIOR OF MEDIATION

- 3.1. The party(ies) interested in initiating the mediation procedure ("Applicant(s)" shall submit to MED ARB RB, via online platform by the website www.medarbrb.com, a petition for mediation initiation by completing the system sheet, which shall also include:
 - a. name and qualification of the involved parties, physical and electronic address, contact phones and of their lawyers;
 - b. brief summary of the controversial issue, their expectations, which may be prepared collectively by the involved parties, in case such parties agree with the mediation;
 - c. in case of reorganization with multiple parties, judicial or extrajudicial, it is recommended the electronic collection of the financial statements of the year ended immediately previous to the mediation petition; (ii) analytical balance; (iii) monthly income statements related to the six months previous to the petition date; (iv) current payroll; (v) list of Creditors, with contact data, including emails address;
 - d. full copy, if any, of the instrument containing the mediation clause, and optionally, a copy of the agreement(s) and other documents associated with the topic;
 - e. an estimation of the involved value;
 - f. language proposed for the mediation;
 - g. the appointment of up to three (3) names to act as the dispute mediator, preferentially from the List of Expert Mediators of Med Arb RB, clarifying if there is potential preference for co-mediation, observing that, if not appointed, in case of multiparties mediation of reorganization, the Med Arb RB Chairman is in charge for appointing the Mediator.
 - h. the express indication of will for the mediation to be performed in-person, since in case of no request in this regard, the mediation shall be made online;
 - i. suggestion of date and place for the pre-mediation meeting, if the case may be;
 - j. proof of payment of the Med Arb RB registration fee, according with the Provisions on Experts Fees, Costs, and Expenses.
- 3.2. All documents presented by the parties shall be submitted to Secretariat of Med Arb RB, via platform, by the website www.medarbrb.com
- 3.2.1. If the requirements mentioned in this article 3.1. are not met, the Secretariat of Chamber of MED ARB RB shall define a term of three (3) days for the adjustment of the petition for mediation initiation. In case of no correction, such petition shall be filed, without prejudice of submission of a new petition.



- 3.3. All communications of the Secretariat of Med ARB RB and the mediator(s) and copies of statements by the parties shall be submitted to the party or, in case of an attorney appointed by it, via online platform, by electronic mail, letter or any method of written communication forwarded to the address provided by the party(ies) to the Secretariat of MED ARB RB.
- 3.4. The Med Arb RB Chairman shall decide on the appropriateness of the petition for mediation, accepting it, requesting its complementation, or rejecting it, within three (3) business days.
- 3.4.1. If during the procedure, it is identified that the estimation does not correspond to the actual value involved in the dispute, the costs shall be calculated again by the Secretariat of MED ARB RB, and the parties, or the party in charge, shall collect the difference within three (3) business days from the receipt of the notice.
- 3.5. MED ARB RB shall submit the petition for mediation for the other involved parties via online platform, electronic message, or in written, within three (3) business days from the receipt of the petition under item 3.4, and the party(ies) shall have ten (10) days to express themselves, via platform, regarding their interest in participating of the pre-mediation meeting with date already defined, when the work methodology and the liability of mediators and parties subject to mediation shall be presented.
- 3.5.1. In case the party(ies) do not accept to participate in the pre-mediation, the Applicant shall be immediately informed about the refusal by MED ARB RB via platform.
- 3.5.2. In case of multiparties mediation or reorganization, the Applicant shall be immediately informed about which parties agreed to participate in the pre-mediation and which parties refused the invitation via platform, and the procedure shall continue with the parties that accepted the invitation.
- 3.6. The procedure shall start with the scheduling of a pre-mediation meeting.
- 3.6.1. The invitation issued for the pre-mediation meets the provisions of art. 20, B, paragraph 1 of law 11.101/2005, for obtainment of injunctive relief, according with wording 194 of the II Journey for Dispute Extrajudicial Settlement and Prevention of CJF. (https://www.cjf.jus.br/cjf/corregedoria-da-justica-federal/centro-de-estudos-judiciarios-1/prevencao-e-solucao-extrajudicial-de-litigios).
- 3.6.2. The pre-mediation meeting shall comply with the following procedures:
 - a. the parties shall be clarified about the mediation procedure, its principles, and techniques;
 - b. once the clarifications are made, the parties, by will and desire, resolve if they will adopt or not the mediation as the method for the settlement of their dispute.
- 3.6.3. The pre-mediation meeting shall be conducted by the Chamber secretariat or the Mediator.



CHAPTER IV - LIST OF EXPERTS AND CHOICE OF THE MEDIATOR

- 4.1. The List of Expert Mediators shall be comprised by professionals with undoubted reputation and recognized expertise, qualification, and technical skills in the corporate area, chosen and appointed by MED ARB RB Chairman, after consulting the Advisory Board, for a period of two (2) years, with renewal being allows, who shall execute the term of integration in the list of experts of MED ARB RB.
- 4.1.1. After accepting the appointment to be included in the List of Expert Mediators, the mediator shall be accredited to perform the mediation by account and in favor of the parties of the dispute and shall remain independent and impartial in relation to the parties participating of the mediation from the start until the end of the procedure.
- 4.1.2. The List of Expert Mediators shall be available for consultation by the parties at the electronic website of MED ARB RB, <u>www.medarbrb.com</u>.
- 4.2. If the parties agree with the start of the mediation, MED ARB RB shall request the appointment of the mediator, by mutual agreement, among the mediators included in the List of Expert Mediators of MED ARB RB or another mediator chosen by the parties, provided that with undoubted reputation and with confirmed expertise and qualification.
- 4.2.1. The applicant shall appoint up to three (3) names to act as mediator of the dispute in its initial petition, clarifying a potential preference for co-mediation, and the party may choose one of the three (3) names appointed in its response, but in case it does not accept any of the names initially appointed, the mediator shall be appointed according with item 4.3.
- 4.2.2. If the parties appoint a mediator external to MED ARB RB, the curriculum and corresponding contacts of such mediator shall be submitted to MED ARB RB Chairman, who, within three (3) business days, shall accept or not to manage the mediation conducted by the mediator chosen by the parties; in case of acceptance, the mediator shall execute a term of partnership with MED ARB RB in order to use the platform, and shall also undertake to comply with the terms of this regulation.
- 4.3. In case of mediation with multiple parties, regarding mediations indicated by the Judiciary Branch or lack of consensus between the parties regarding the appointment of the mediator, the MED ARB RB Chairman, or in case of his/her absence or hindrance, one of the deputy chairman of MED ARB RB, shall appoint the professional, among those included in the List of Expert Mediators of MED ARB RB, according with the purpose and complexity of the dispute and the mediator expertise.
- 4.4. The mediator chosen by the parties or appointed by MED ARB RB shall, within three (3) business days after the notice regarding his/her appointment, inform his/her availability and disclose any fact that rise or may rise justified doubt regarding his/her impartiality, independence, and availability, executing the Term of Independence and Impartiality.
- 4.4.1. Such document shall be submitted to the parties and to MED ARB RB, so they can be aware of the statements made by the mediator.



- 4.4.2. If the mediator suppresses any information about a fact that may undermine his/her impartiality, independence, and availability, Med Arb RB shall not be held liable before third parties, and such mediator shall be directly liable for the damages caused under the Civil Code and Law 11.101/2005.
- 4.4.3. The parties may, within three (3) business days, after receipt of the Term of Independence and Impartiality, contest, with good reasons, the mediator appointed by MED ARB RB, and the own fees shall be collected, and it shall be assessed by MED ARB RB Chairman.
- 4.4.4. MED ARB RB, by its Chairman, may dismiss the mediator under hindrance or suspicion, or those who during their performance does not comply with the mediation principles and the full content of this annex.
- 4.5. In case of default or impossibility of participation by the mediator, including during the procedure, the MED ARB RB Chairman, in the absence of agreement between the parties, shall appoint a new mediator.
- 4.6. The Mediator may recommend, and the participants may also request, collectively, the co-mediation.
- 4.6.1. The value of the fee rate included in the Provisions on Expert Fees, Costs, and Expenses in Mediation of MED ARB RB corresponds to the payment of a single mediator. In case of Co-mediation, the fee rate included in the table shall be paid to each mediator participating in the procedure.
- 4.7. If the co-mediation is accepted by all parties, the Co-mediator may be appointed by the Mediator among those mediators included in the List of Expert Mediators of MED ARB RB.
- 4.8. Any and all reference to Mediator in this Regulation is also applied to the Co-mediator.

CHAPTER V – MEDIATION COMMITMENT

- 5.1. Once the mediator is appointed, a pre-mediation shall be conducted under item 3.6. and MED ARB RB shall endeavor so the Mediation commitment is executed by the parties, their lawyers, and by the mediator(s).
- 5.2. The Term of Mediation shall include:
 - name and qualification of the parties and, in case of legal entities, of the individuals who will represent them in the mediation, confirming their authority to decide and the identification of their lawyers, as the case may be;
 - b. address, phone, and email of the parties for purpose of receipt of notices;
 - c. name, qualification, address, phone, and email of mediators;
 - d. estimated schedule;
 - e. mediator compensation;
 - f. method of costs apportionment;
 - g. determination of the location, if the mediation will be in-person or online (via MED ARB RB platform), and the language of Mediation.
 - h. the duty of confidentiality and its extension;
 - other relevant observations.



- 5.3. In case of mediation in reorganization with multiple parties, the mediation commitment may be executed by the applicant and the interested party, upon the payment of the costs defined in the Provisions on Mediation Experts Fees, Costs, and Expenses, and timely executed by admission of the other parties that voluntarily intend to participate in the mediation.
- 5.4. Once the Term of Mediation is signed, the mediation costs defined in the Provisions on Mediation Experts Fees, Costs, and Expenses shall be deposited, as well as the value of the minimum mediator fees before the beginning of the first mediation session.

CHAPTER VI – MEDIATION PROCESS

- 6.1. The mediator shall conduct the mediation process as he/she considers convenient, always observing the principles of independence, isonomy, autonomy of will of the parties and the Code of Ethics of CONIMA.
- 6.2. The mediator, the parties, and the secretariat of MED ARB RB shall ensure the confidentiality, including after the end of the mediation process, and shall not disclose the information entrusted to them during the mediation, unless the parties agree otherwise and in written or in case of information related to the occurrence of public action offense.
- 6.3. The mediator, during the process conduction, may hold joint meetings, with the presence of both parties, and individual meetings, with only one of the parties involved.
- 6.4. The mediator shall, including after the end of the mediation process, keep any and all information he/she becomes aware due to his/her mediator activity as confidential. He/she may disclose to other party(ies) information provided to him/her in an individual meeting, provided that the party authorizes such disclosure.
- 6.5. If the mediator has any doubts regarding if certain information provided to him/her in an individual meeting may be disclosed, the mediator shall clarify such classification with the party that disclosed such information.

CHAPTER VII – TERM OF AGREEMENT

7.1. In case of total or partial composition, the parties shall execute a term of agreement, observing the legal requirements, digitally signed in platform, or if the mediation is held in-person or upon request by one of the parties, it may be executed in physical version in a number of copies corresponding to the number of involved parties, in addition to another copy to be filed before the Secretariat of Med Arb RB.



CHAPTER VIII - CLOSING

- 8.1. The mediation procedure is closed with:
 - a. the execution of the Term of Agreement;
 - b. the statement without cause written by the mediator, when he/she realizes there is no conditions to proceed with the mediation process;
 - I. in such case, the parties may choose a new mediator or request MED ARB RB the appointment of a new mediator in order to continue with the procedure.
 - II. MED ARB RB may agree or not with the continuity of the mediation in such cases.
 - c. a statement written by the parties, addressed to the mediator, with the purpose of terminating the mediation; or
 - d. a written statement of one party to the other, and to the mediator, with the purpose of terminating the mediation.
- 8.2. The final term of extrajudicial mediation establishes extrajudicial enforceable title, regardless of the execution of witnesses in the instrument, under wording 204 of the II Journey for Dispute Extrajudicial Settlement and Prevention of CJF. (https://www.cjf.jus.br/cjf/corregedoria-da-justica-federal/centro-deestudos-judiciarios-1/prevencao-e-solucao-extrajudicial-de-litigios).

CHAPTER IX – FINAL PROVISIONS

- 9.1. After the end of the mediation process, the mediator shall be prevented from acting as an arbitrator, lawyer, referee, or trustee, or as a witness in a future arbitration or judicial procedure related to the same dispute between the parties, with the cases of hindrance and suspicion set forth in the law also being applicable.
- 9.2. All participants of the mediation procedure shall execute a commitment of confidentiality, if their signatures are not included in the mediation commitment.
- 9.3. In case of a mediation procedure involving entities of the direct or indirect public administration, due to the principle of publicity, MED ARB RB is authorized, by the participants and mediators, at its discretion, to disclose the existence of the mediation procedure, the name of the involved parties, the dispute value, and the full content of the final term of mediation, unless otherwise provided by any of the parties.
- 9.3.1. In cases involving an entity of the direct or indirect public administration, or in cases of judicial mediation in which the recordings for accreditation in the Courts of Justice are required, MED ARB RB is authorized by the participants and mediators to disclose to the surveillance agencies the full contents of the mediation procedure in system, when requested by such agencies.
- 9.3.2. MED ARB RB shall not provide documents or information related to procedures, upon request of third parties not associated with such procedures, and the involved participants, according with the law, shall be liable for the disclosure of information that shall be mandatorily disclosed.



- 9.3.3. The parties, at the end of the mediation session, may be required to answer the satisfaction survey related to the mediation procedure and the mediator performance, for purpose of quality and professional certification of the mediator, observing the procedure confidentiality.
- 9.4. Any other expenses required for the good development of the mediation shall be borne by the applicant of the act, or divided by the parties, when requested by the mediator, and shall be paid previously to the conduction of the measure requested.
- 9.4.1. In case of petition for in-person mediation, the participants shall bear with the costs corresponding to the room rental, the mediator travel, secretariat, and potential accommodation, which shall be charged upon request of provision of expenses advance by MED ARB RB, with the timely accountability and submission of the corresponding proofs of payment.
- 9.4.2. In case of petition for in-person mediation outside the headquarters or affiliates of MED ARB RB, the participants shall bear with the cost for room rental to perform the acts.
- 9.5. The non-payment of the costs defined in the table of costs shall cause the interruption of the mediation procedure, which, if persisting for more than twenty (20) days, shall imply in its termination.
- 9.5.1. MED ARB RB may require, in or out of court, the payment of the Administration Fees, mediators fees or expenses incurred, including by means of judicial proceeding of enforcement, accrued by the interests and monetary correction.
- 9.5.2. In case of conflicts involving the procedure costs and other issues related to it, the jurisdiction of the MED ARB RB headquarters is elected.
- 9.6. The terms set forth in this Annex shall be counted always in business days and shall begin to be counted from the first business day subsequent to the receipt of the notice with its annexes, if any, and shall include the expiry date.
- 9.7. The notices of the mediator and the Secretariat of MED ARB RB to the parties shall be submitted with return receipt via platform or to the electronic address informed by the interested parties, or by any other means with return receipt, such as letter.
- 9.8. The term shall be extended until the first subsequent business day if the expiration falls in a national or local holiday, in the mediation headquarters, or of any of the parties, or in a date in which, for any reasons, there is no workdays of Med Arb RB.
- 9.9. The Parties may establish terms different from those set forth in this Annex.
- 9.10. 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 whose days are not considered as business days.
- 9.11. The occurrence of any circumstance that may affect the mediation procedure, as well as its confidentiality, shall be immediately informed to the mediator by the parties, and by the mediator to Med Arb RB.
- 9.12. Two years after the conclusion of the procedure, all documents related to the mediation procedure shall be deleted, unless otherwise agreed between the parties.



- 9.13. In the procedures managed by MED ARB RB, considering that everyone is responsible as data controller and operator, whether as parties, 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.
- 9.14. The Secretariat of MED ARB RB, observing the principles of independence, impartiality, and availability of the Mediators, with the purpose of providing greater transparency to the procedures, shall publish on its website information related to the participation of the mediators in procedures, including the following information:
 - I. Full name of the mediator;
 - II. Citizenship;
 - III. Month and year of execution of the Mediation Commitment of procedure initiation and its type;
 - IV. Position taken in the procedure;
 - V. Responsible for his/her appointment (Parties/MED ARB RB Chairman), and
 - VI. Procedure status (Ongoing/Suspended/Closed).
- 9.14.1. Observing the duty of secrecy, information related to the procedure shall not be disclosed, including, but not limited to, the procedure number, names of the parties and their lawyers.
- 9.14.2. The decisions related to the judicial appointment of MED ARB RB in public procedural cases may be disclosed.
- 9.15. Potential omitted cases shall be settled by MED ARB RB Chairman upon request of the mediator.
- 9.16. This Regulations enters in force on 11/16/2021.





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