GENERAL REGULATIONS FROM THE ARBITRATION CENTER FOR THE CARACAS CHAMBER(CACC for Spanish)

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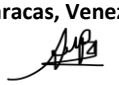
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Explanatory Statements

The revision of the current Regulation finds justification in the need to examine the content of its regulations in order to reform aspects punctual, whose regulation is interested in modifying or incorporating according to the advances and regulatory trends in this special matter.

In particular, was helpful and the regulations contained in the Regulation of Arbitration of the International Court of Arbitration of the Chamber of Commerce International (ICC) (March 2017) and in the Rules of Mediation of the Court International Arbitration Court of the International Chamber of Commerce (ICC) (January2014). Likewise, the provisions of the Regulations and Statute were considered of Arbitration of the Arbitration Center of the Chamber of Commerce of Lima (January2017), the Arbitration Regulations of the Arbitration and Conciliation Center of the Chamber of Commerce of Bogotá (September 2019), the Arbitration Rules of the Madrid International Arbitration Center (CIAM) (January 2020) and the Regulations of Procedures of the Inter-American Commercial Arbitration Commission (CIAC) (June 2019).

Special reference should be made to the urgent need to adapt the regulation regarding the amounts of the rates and fees of arbitrators and mediators contained in the current Annexes I and II of the General Regulations, which in order to the current economic reality of the country they are clearly dissociated. Therefore, from the review and search for adjustment mechanisms or formulas that allow its adaptation to the national economy, it was considered convenient to extract the content of such annexes to a Partial Administrative Regulation.

Likewise, it was considered convenient to separate from the text of the General Regulation in force, the statutory provisions of the CACC, which were collected in a

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different normative instrument, reserving the General Regulations only for the regulation of arbitration and mediation procedures.

The elaboration of the Project of "General Regulations of the Arbitration Center of the “Cámara de Caracas” had a wide and exhaustive process of diffusion and consult the arbitrators that are members of the CACC Arbitrator List. It is worth noting the support of the arbitrators who kindly responded to the query who with their knowledge and extensive experience in the area provided us with valuable observations.

Likewise, the content of the model "Declaration of independence" to be signed by the arbitrators, emergency arbitrator and mediators and modifications were incorporated in order to adapt it to the regulations of the new General Regulation. The regulation of the so-called "Standards of Action and Ethics" was incorporated as a document containing the rules of conduct and ethics issued by the CACC to be observed by the arbitrator, mediator and emergency arbitrator.

Prior to the text of the Regulation, the model clause of CACC arbitration and, as a novelty, model mediation clause.

Following the regulation order of the General Regulation, the main modifications or novel regulations in some cases, are the following:

BOOK I

A new Book was created under number I, containing the **"Provisions General**” that groups the regulation of important aspects of application common to all the procedures ordered in the Regulation, related to the Arbitration Center, Definitions, Scope of application of the regulations governing the CACC, Submission to the CACC, Form of notifications or communications and calculation of deadlines, Communications,

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Exemption from liability, Applicable regulation, Representation or assistance, Confidentiality and Custody of the documents.

In particular, regarding the form of notifications or communications, establishes that in the development of procedures administered by the CACC, these will be considered validly made when they are sent to the addresses of e-mail that appear in the file and have special regulations regarding notifications of the request for arbitration and mediation contained in articles 32 and 108 of this Regulation respectively. Likewise, the possibility of initiating arbitration is regulated, mediation and request urgent precautionary measures by email email with the sending in attachment of the documents and required precautions by this Regulation, as well as the possibility of holding hearings through electronic media. All this in accordance with the provisions of the "Regulation for the Management of Procedures through Electronic Means" administered by the CACC, effective as of July 20, 2020.

The possibility that, in regulated procedures, is clearly regulated by this Regulation, the parties may appear represented or assisted by lawyers of their choice, as well as the obligation to report any modification of their representatives or assistants during the course of the procedure (Art. 9).
The coordination of negotiations is contemplated in a novel way, with the purpose of expanding alternative means of conflict resolution administered by the CACC.

BOOK II

Book II, called **"Emergency Precautionary Measures",** regulates the notification of the decree of the emergency precautionary measure and regulates the possibility both for the requesting party and for the party against whom the measure of oppose the decree of precautionary measure and the deadlines for its processing. Likewise, the possibility for the parties to request clarification of the decision that resolves the opposition to the decree of precautionary measure of urgency or to said decree once it is firm. (Article 22)

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Regulation on the full decay of the measure is incorporated precautionary (90 days from the date of its decree) (Art. 25).

BOOK III

Book III is made up of six (6) sections called Section I: **"Start of Arbitration",** Section II: **"The Arbitral Tribunal**", Section III: **"The Procedure Arbitration",** Section IV: **Precautionary Measures;** Section V: **"The Arbitration Award";** and, Section VI: **"Challenging the award".**

Important regulations were incorporated on the different stages of the arbitration procedure. In particular, the notification of the request for arbitration to the defendant in special detail, contemplating the notification by email and the exhaustion of the different shapes until you understand it done. (Art. 32).

The opportunity in which the Executive Directorate will notify the parties of the period they have to pay the initial costs of the arbitration. It was also regulated the possibility of the parties to make special requests for payment or payments split initial costs. (Art. 34). Regarding arbitration by default, a paragraph is incorporated that orders the notification of certain procedural actions that are relevant to guarantee the effective protection of their rights. (Art. 41).

The case is contemplated in which, if the parties do not agree on the number of arbitrators at the time indicated by the Executive Directorate, the arbitral tribunal. It will be made up of three (3) arbitrators (Art. 44).

The deadlines for the parties to nominate arbitrators were reduced, since they considered excessive. (Art. 48).

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In relation to the designation and appointment of arbitrators, the content was specified and scope of these actions. Likewise, it regulates the procedure to follow in case observations or disclosures by the appointed arbitrator prior to his appointment. (Arts. 48, 49 and 50).

It was considered convenient to incorporate, in order to deepen the transparency and objectivity, a special procedure for appointment and appointment of arbitrator when it corresponds to the Executive Committee of the Arbitration Center. It determined the need to incorporate into the Statutes regulatory provisions to such an end. In this procedure for the designation and appointment of arbitrators intervenes the Executive Directorate and the Executive Committee of the Arbitration Center of the Chamber of Caracas.

The procedure to determine the shortlist of arbitrators to the parties It is basically structured in two phases, the phase proposed by the Management Executive and phase of designation and appointment by the Executive Committee.
Regulations were specified regarding the referee's faults and the procedure of recusal. (Arts. 51 and 52)

Section III incorporated the principle of good faith of the parties in their performances (Art. 53).

Regarding the seat of arbitration, this important aspect was regulated in article 54.
The figure of the Arbitration Secretary was incorporated whose purpose is to support the arbitrators in the administrative tasks inherent to a specific case when said Tribunal deems that this is useful for the resolution of the controversy of effective and efficient way. (Art. 58).

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In the case of suspension of the procedure, specific aspects are regulated that such application entails in attention to the procedure and the initial costs of the procedure. (Article 63). A norm is incorporated that establishes that in no case, the consigned administrative service fee will be refunded. (Art. 63 Sole Paragraph). Regarding the security deposit of arbitrator fees the percentages of fees that will be reimbursed to the parties are established. (Art. 63 numerals 2 and 3)

The adjustment for closure of instruction regulated in the current Regulation is eliminated, since its regulation was considered unnecessary in order to the Partial Regulation Administrative, jointly dictated with this General Regulation. It is anticipated the adjustment by award of the initial costs of the arbitration, establishing itself as consequence in the absence of payment of this, the inadmissibility of notification of the rendered award. (Art. 73).

Novelty of this Regulation is the incorporation and regulation of the so-called double instance arbitration. It was considered convenient to contemplate, in order to growing international regulatory trend regarding its provision in the regulations of arbitration centers, this possibility of challenging the award final to the Center. This is only possible if in the arbitration agreement, or in at any later time, the parties would have agreed to it (Articles 77 to 82).

The challenge of the award may only be based on a manifest infringement of the rules applicable to the merits of the dispute or a gross error in the assessment of the facts by the arbitral tribunal, provided that one or the other have been decisive for the award.

BOOK IV

In Book IV, related to the abbreviated arbitration procedure, it is established that the arbitration will be processed as an abbreviated arbitration procedure when the amount estimate of the request for arbitration does not exceed the amount of $50,000

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Americans. It was deemed appropriate to extend the limit and regulate ranges (Partial Administrative Regulation) for minor disputes with lower costs and therefore more accessible.

The reforms were replicated in this abbreviated procedure modality, made in the rules of the arbitration procedure that are applicable without distort its abbreviated nature.

BOOK V

Book V incorporates the need to present in the mediation request the document in which the mediation agreement is recorded. Also, add a new article related to the acceptance of the request for mediation. (Articles 106 and 107)

Additionally, compliance with the payment of the initial costs of the mediation to proceed with the appointment of the mediator (Art. 109) and regulates the possibility of holding hearings through electronic means appropriately to the provisions of the "Regulations for the Management of Procedures through Electronic media", effective as of July 20, 2020. Finally, the mediation act will be transformed into an award, unless otherwise agreed opposite of the parties. For such purposes, the Executive Director shall appoint the mediator of the case as sole arbitrator, who must give it the form of an arbitral award to the agreement reached, for the purpose of it being recognized and executed as an award. (Art. 111).

SAMPLE CLAUSES

ARBITRATION

The CACC suggests the adoption of the following clause to establish and ensure the use of arbitration as a means of dispute resolution. The CACC recommends the parties to be careful when drafting the clause arbitral:

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"Any controversy or difference regarding the existence, extent, interpretation and fulfillment of this contract, will be definitively resolved through institutional arbitration before the Arbitration Center of the Chamber of Caracas (CACC), in the city of Caracas, Venezuela, according to the provisions of the General Regulations of the Arbitration Center of the Chamber from Caracas.
The Arbitral Tribunal will be composed of 1 or 3 arbitrator(s) who(s) will decide according to law (or equity)."

MEDIATION

1. So that the controversies that arise in relation to a certain contract are resolved through mediation before the CACC, it is suggested to include the following clause:

"Any dispute that is directly or indirectly related to this contract, will be resolved through the mediation procedure before the Arbitration Center of the Chamber of Caracas in accordance with the provisions in the General Regulations of the Arbitration Center of the Chamber of Caracas, by a mediator, designated in accordance with said Regulation".

2. For cases where the parties wish to submit a conflict to mediation even if this mechanism had not been foreseen prior to the arising from the controversy, the following agreement is suggested:

"We (identification of the parties) agree to submit the following dispute to mediation before the Arbitration Center of the Chamber of Caracas in accordance with the provisions of the General Regulations of the Arbitration Center of the Chamber of Caracas".

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GENERAL REGULATIONS FROM THE ARBITRATION CENTER FOR THE CARACAS CHAMBER

BOOK I
GENERAL DISPOSITION

Article 1. Of the Arbitration Center.

Pursuant to the provisions of the Commercial Arbitration Law, the Center for Arbitration of the Chamber of Caracas (CACC) is the body of the Chamber of Commerce, Industry and Services of Caracas, whose function is the promotion, organization and administration of arbitration, mediation and any other alternative means of dispute resolution.

The Arbitration Center of the Caracas Chamber does not resolve controversies by itself nor does it issue arbitration awards. Its function is to ensure that in the procedures arbitration, mediation and in the development of any other mechanism of resolution of conflicts, the regulations that govern the activities of the CACC are complied with.

Article 2. Definitions.

For the purposes of this Regulation and the regulations governing the actions of the Arbitration Center of the Chamber of Caracas, the following expressions will have the meanings indicated below:

1. **CACC**. It refers to the Arbitration Center of the Chamber of Caracas.
2. **CHAMBER OF CARACAS.** Refers to the Chamber of Commerce, Industry and Services of Caracas.

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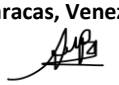
3. **EXECUTIVE COMMITTEE OF THE ARBITRATION CENTER.** It refers to the Committee designated in accordance with the Statutes of the Chamber of Caracas.
4. **NEGOTIATION COORDINATOR**. Refers to the person appointed by the CACC to develop any other conflict resolution mechanism other than arbitration and mediation in accordance with the regulations issued for that purpose.
5. **EXPRESS MAIL**. Corresponds to the correspondence service offered to through a company specialized in registered shipments.
6. **DECLARATION OF INDEPENDENCE AND COMPLIANCE WITH REGULATIONS OF THE CACC.** Manifestation by which the arbitrator, mediator, emergency arbitrator or negotiation coordinator, declares that it is independent of the parties, agrees to maintain the confidentiality of the procedure, accepts the terms of remuneration and deductions established in the regulations of the CACC for the Executive Committee of the Arbitration Center, as well as any other regulations that be dictated.
7. **DEFENDANT**. Refers to the party or parties that are required to actually submit to arbitration.
8. **PLAINTIFF**. Refers to the party or parties that initially request arbitration.
9. **BUSINESS DAY.** It refers to every day, except Saturdays and Sundays and the days national holidays provided by law or those declared non-working by other mandatory rules. Business days will not be considered those declared as non-working days by the Executive Directorate of the CACC.
10. **EXECUTIVE DIRECTORATE.** It refers to the body in charge of coordinating the functions of the CACC in accordance with the provisions of the statutes of the Chamber of Caracas and the statutes of the CACC.
11. **STATUTES OF THE CACC**. It refers to the document that contains the rules of organization and operation of the CACC.

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12. **ESTIMATE OF THE VALUE OF THE REQUEST FOR ARBITRATION**. It is the amount established by the applicant for the purpose of determining the initial costs of the arbitration procedure.
13. **ESTIMATE OF THE VALUE OF THE MEDIATION REQUEST.** It is the amount set by the requesting party for the purpose of determining the initial costs of mediation.
14. **ESTIMATE OF THE VALUE OF THE COUNTERCLAIMER.** It is the amount set by the counterclaiming for the purpose of determining the initial costs of the counterclaim.
15. **DATE OF THE AWARD**. Refers to the date on which the Executive Directorate notifies the award to the last of the parties.
16. **HOURS OF ATTENTION TO THE PUBLIC OF THE CACC.** It will be understood by hours of attention to the public of the CACC the one published by the Executive Directorate for the physical reception of requests or writings, without prejudice to the possibility of electronic delivery at a different time, in accordance with the provisions of this Regulation.
17. **START OF THE MEDIATION**. Refers to the date of receipt of the request of mediation established by the authorized personnel of the CACC, on the physical text of said request, along with your signature. In the case of applications received electronically, the start date will be the date of receipt by the CACC of accordance with the provisions of the Regulations for the Management of Procedures through Electronic Means.
18. **START OF THE ARBITRATION PROCEEDING**. Refers to the date of receipt of the request for arbitration set by the authorized personnel of the CACC, on the physical text of said request, along with your signature. In the case of requests received electronically, the start date of the procedure will be the date of reception by the CACC, in accordance with the provisions of the Regulations for the Management of Procedures through Electronic Means.

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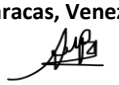


19. **BOARD OF DIRECTORS**. Refers to the body of the Chamber of Commerce, Industry and Services of Caracas in charge of the management and direction of the affairs ordinary of this
20. **AWARD**. It is the partial, interlocutory or final decision issued by the court arbitration, through which the controversy is definitively resolved. Equally form, shall be considered part of the award, any clarification, correction or complement to it.
21. **ARBITRATION LAW**. It refers to the Commercial Arbitration Law published in the Official Gazette of the Republic of Venezuela No. 36,430 of April 7, 1998.
22. **LIST OF ARBITRATORS AND LIST OF MEDIATORS**. It refers to the list prepared periodically by the Executive Committee and made up of people who have accepted the invitation to act as arbitrator, mediator, or negotiation coordinator, as the case may be.
23. **CACC REGULATIONS**. It refers to the normative instruments that govern the performance of the CACC. The regulations of the CACC are made up of the Statutes, the General Regulation, the Partial Administrative Regulation, the Regulation of the Secretary of the Arbitral Tribunal, the Regulations for the Management of Procedures to through Electronic Means and any other that may be dictated in the future.
24. **RULES OF ACTION AND ETHICS**. Document containing the rules of performance and ethics issued by the CACC that must be observed by the arbitrator, mediator, emergency arbitrator or negotiation coordinator.
25. **REGULATION FOR THE MANAGEMENT OF PROCEDURES THROUGH ELECTRONIC MEDIA.** It refers to the normative instrument thus called, content of regulations for conduction by telematic means of the procedures administered by the CACC.
26. **PARTIAL ADMINISTRATIVE REGULATION**. It refers to the instrument so-called normative, content of the regulation of rates, fees, costs and expenses of the procedures developed in the CACC.

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27. **SECRETARY OF THE ARBITRAL COURT**. It refers to the person who has been appointed by the Arbitral Tribunal to perform said role. Their performances are governed, unless otherwise agreed by the parties, as established in the Regulations of the Secretary of the Arbitral Tribunal.
28. **REQUEST FOR ARBITRATION.** It consists of the request for the submission of a dispute to arbitration.
29. **REQUEST FOR NEGOTIATION COORDINATION**. It refers to the application submission of a dispute to negotiation coordination.
30. **REQUEST FOR MEDIATION**. It refers to the request for the submission of a mediation dispute.
31. **REQUEST FOR EMERGENCY PRECAUTIONARY MEASURES**. It refers to the request made by an interested party to the Executive Directorate before the start of the arbitration, together with the request for arbitration in writing separate from it, or, during the course of the arbitration procedure and before the constitution of the Arbitral Tribunal, to designate an arbitrator who knows and decides on the decree of an emergency precautionary measure.
32. **ADMINISTRATIVE SERVICE FEE**. Refers to the amount that the parties must pay for the administration of the CACC procedures of in accordance with the provisions of the Partial Administrative Regulation.
33. **REGISTRATION SERVICE FEE**. It refers to the amount that the applicant must pay intended to cover the initial operating expenses of the procedure of concerned in accordance with the provisions of the Partial Regulation Administrative.
34. **ARBITRAL COURT.** Refers to one or more arbitrators duly appointed and constituted for the purposes of processing and resolving a conflict submitted to institutional arbitration in accordance with this Regulation.

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Article 3. Scope of application of the regulations governing the CACC.

Arbitration procedures, emergency precautionary measures, mediation and any other dispute resolution mechanisms administered by the CACC are subject to the regulations that govern their actions.

Article 4. Submission to the CACC.

The consent of the parties to submit to arbitration, precautionary measures of urgency, mediation or any other conflict resolution mechanism administered by the CACC, automatically entails its submission to the regulations governing the activity of the CACC.

It will be understood that the parties submit their disputes to the administration of the CACC when the clause of arbitration, mediation or any other mechanism alternative conflict resolution refers to the "Arbitration Center of the Chamber of Commerce of Caracas", to the "Arbitration Center of the Chamber of Commerce, Industry and Services of Caracas", to the "Centro de Arbitraje de la Cámara of Caracas", or use any other analogous expression that makes it understood that mentions the CACC.

Article 5. Form of notifications or communications and computation of terms.

Notifications or communications in the development of procedures administered by the CACC, will be considered validly made with your shipment to the email addresses that appear in the file. The notifications of the request for arbitration and mediation will be governed in accordance with the provisions of articles 32 and 101 of this Regulation respectively.

The deadlines set or to be set in accordance with this Regulation shall be computed by business days and will begin the business day following the day on which an order is issued or the act that gives rise to the opening of the term is verified.

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The terms set or to be set in calendar months in accordance with this Regulation, will be computed from the day on which an order is issued or verify the act that gives rise to the opening of the term. Said period will expire on the same day that the order was issued or the act in question was verified in the expiration month. If in the expiration month there is no day equivalent to the one in which the computation begins, it will be understood that the period expires on the last day of the month.

The communications, notifications or actions received by the CACC up to the 11:59 p.m. will be considered made that day.

Unique Paragraph: In the case of calculating terms that must be set in months calendar, if the day scheduled for its expiration coincides with a day non-business day, the computation of said period will be understood to have ended on the following business day.

Article 6. Communications.

Any request or communication from the parties will be addressed directly to the CACC at the email addresses indicated in the Regulations for the Handling of Procedures through Electronic Media and it will send it as soon as possible to your recipient.

Direct communication with the members of the arbitral tribunal, arbitrator of emergency, mediator or negotiation coordinator is the exclusive competence of the CACC.

Article 7. Exemption from liability.

Neither the CACC nor its staff are responsible to any person for the decisions, opinions, facts, acts or omissions of the arbitrators, mediators or negotiation coordinator in the procedures administered by the CACC.

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Article 8. Applicable regulation.

When the parties submit to arbitration, mediation or any other means of resolution of conflicts administered by the CACC, unless otherwise agreed by the parties are subject to the regulations that govern the actions of the CACC in force at the start date of the procedure.

The parties may, by agreement between them, decide to submit the dispute to the General Regulations that entered into force after the date start of the procedure.

Unique Paragraph: The applicable Partial Administrative Regulation will always be the in force on the date of commencement of the procedure, and the parties cannot agree on the contrary.

Article 9. Representation or assistance.

In the procedures regulated by this Regulation, the parties may appear represented or assisted by lawyers of their choice. In case of representation must consign the power that accredits such character. In the case of assistance, they must identify the lawyers who assist them, with express mention of whether this will be for each performance or otherwise, if they will assist you throughout the procedure. In both cases, they must indicate the Contact information.

At any time after the initiation of the proceeding, the arbitral tribunal, emergency arbitrator or mediator, may require with respect to any representative or assistant of the parties the proof of such representation or assistance.

Unique Paragraph: The parties must inform the Executive Director of any modification of their representatives or lawyers who assist them in the procedure, as well as any change in its internal structure that could affect the representation or assistance in said

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proceeding. The Executive Board will notify the arbitral tribunal, emergency arbitrator or mediator according to the case, and to the parties the proposed modification.

Article 10. Confidentiality.

The arbitrators, emergency arbitrator, mediators, negotiation coordinator, secretary of the arbitral tribunal, experts and staff of the CACC have the obligation to keep the confidentiality of the proceedings, documents, evidence and all content related to any procedure administered by the CACC.

In addition to the people indicated above, they may only have access to the file the parties involved, their representatives when they prove their representation through power of attorney, attorneys to assist you, or without being a proxy or assistant, who have the authorization of one of the parties, who are obliged to keep due confidentiality.

Unique Paragraph: The Executive Directorate can, for academic purposes, publish awards or relevant decisions once all information is suppressed considered confidential.

Article 11. Custody of documents.

Custody of physical and electronic files will be the responsibility of the Executive Directorate of the CACC. Ten (10) years after notification of the Award that put an end to the arbitration, or any other resolution that has determined the conclusion of the arbitration or mediation procedure, the obligation to safeguarding and maintaining custody of the documentation will cease.

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BOOK II

EMERGENCY PRECAUTIONARY MEASURES

Article 12. Request for emergency precautionary measures.

When one of the interested parties requires the decree of precautionary measures of urgency before the commencement of the arbitration, with the request for arbitration or during the course of the arbitration procedure, before the constitution of the arbitral tribunal, he may address a written request to the Executive Director for it to designate an emergency referee.

When the request for urgent precautionary measure is submitted together with the Request for Arbitration, its consignment will be required in separate documents.

The request for urgent precautionary measure duly signed in accordance with the provisions of article 9 of this Regulation, may be presented in physical or via email to the email addresses indicated in the Regulations for the Management of Procedures through Electronic Means, through the submission in non-editable attached file (PDF).

If the request is submitted by email, the Executive Directorate proceed to the incorporation in the electronic file and to the printing of a copy of the application and its annexes that will rest in the physical file. The Printing costs will be borne by the applicant.

Article 13. Content of the request.

The request for urgent precautionary measure must contain:

1. The identification of the parties and their representatives or lawyers who attend, including physical and electronic addresses and telephone numbers. Whether trafficking in legal persons must include the company name.

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2. The estimate of the value and the description of the dispute to be submitted to arbitration.
3. The indication of the precautionary measure requested and the reasons that justify its decree prior to the constitution of the arbitral tribunal.
4. The document stating that the parties have submitted to arbitration, as well as like any other instrument that supports your request.

Unique Paragraph: All requests for urgent precautionary measures must be accompanied by the Fiscal Information Registry (RIF) of the applicant and the proof of payment of the registration service fee established in the Partial Administrative Regulation. Said payment is non-refundable and covers the initial operating expenses.

Article 14. Acceptance of the application.

If the application meets the requirements set forth in the previous article, the Executive Management must accept it as soon as possible and open a notebook separate to process.

Article 15. Consignment of administrative service fee and deposit in guarantee of emergency arbitrator fees.

The Executive Directorate will notify the applicant together with the acceptance of the application, the amounts that must be paid for the service fee administrative and security deposit of emergency arbitrator fees in accordance with the Partial Administrative Regulation, as well as the term for its consignment.

Once the term expired without consigning these amounts, the Executive Directorate may order the file of the special notebook, without prejudice to the right of the requesting party to submit a new request for precautionary measures of urgency.

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Article 16. Appointment of the emergency arbitrator.
Within two (2) business days following receipt of payment for concept of administrative service fee and fee escrow of the emergency arbitrator, the Executive Directorate will proceed to the appointment of the emergency arbitrator.

The selected arbitrator, once notified of his appointment, must inform by writing to the Executive Directorate, within the following three (3) business days, if he accepts the position or not.

The arbitrator's silence will be understood as the rejection of his appointment. Throughout case, the acceptance or rejection of the charge by an arbitrator will be notified to the applicant for the measure.

Article 17. Independence and duty of declaration of the emergency arbitrator.
Acceptance of the appointment as emergency arbitrator implies the prior knowledge of all the regulations governing the actions of the CACC.

Once designated, the arbitrator must be and remain impartial and independent in front of the parties in the cause that is ventilated.

In case of accepting the position, he must accompany the duly signed "Rules of conduct and ethics", the "Declaration of independence and compliance with CACC rules.

First Paragraph: If the designated arbitrator makes observations or disclosures of facts or circumstances that could compromise his independence and objectivity in the case, the Executive Directorate will notify the applicant of the measure so that it is within a period of three (3) business days from the sending the communication, expresses in writing his agreement or not with the designation.

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If the applicant for the measure objects to the designation based on the revelations of the arbitrator, the appointment will not proceed. In this case, the Executive Directorate will revoke the designation and proceed to a new one of accordance with the appointment procedure established in this article. Of there being no objection from the applicant, or the silence of the latter at the expiration of the term, the Executive Management will proceed to the appointment of the arbitrator by communication addressed to the arbitrator and to the requester of the measure.

Second Paragraph: Only those who has signed the "Rules of conduct and ethics" and the "Declaration of independence and compliance with the rules of the CACC" without reservations, or, although with reservations, these have not been objected to by the applicant for the measure.

Article 18. Constitution of the Emergency Arbitration Court.

The Emergency Arbitration Tribunal shall be deemed constituted on the date on which the Executive Director notify the applicant of the appointment of the arbitrator of emergency.

Article 19. Decree of the precautionary measure of urgency.

The emergency arbitrator will decide on the precautionary measures requested within fifteen (15) business days following its constitution. The decision period of the emergency arbitrator may be extended by the Executive Director, at request of the latter, for a single time and for a period not exceeding five (5) days skillful.

The emergency arbitrator may request the interested party to present clarifications or expansion of the evidence that demonstrates the need for the Decree of the precautionary measure.

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The decree of the precautionary measure of urgency will be carried out by decision reasoned, signed, with express indication of the place and date of the opinion.

Article 20. Notification of the decree of the emergency precautionary measure.
The emergency arbitrator will notify the Executive Director as soon as possible, its decision on the decree of emergency precautionary measures requested and shall promptly notify the applicant and the party against whom open the measure.

Said notification will be made in the form and at the addresses indicated in the arbitration agreement, failing that, at the electronic or physical addresses indicated in the contract or document that originates the dispute. If nothing had been agreed, the notification will be made at the addresses indicated in the request for precautionary measure or in subsequent communication.

The notification will be made to the email address (es) of the party against whoever takes the measure in accordance with the above provisions. If in a term two (2) business days from the date of sending the notification acknowledgment of receipt is not received, it will proceed to notify in the indicated physical addresses. It will not be considered valid for the purposes of the email notification automatic proof of receipt.

The Executive Directorate may fill out the personal notification directly or through express mail. The expenses inherent to the management by mail Express in any modality, will be borne by the applicant.

If personal notification is not possible, the Executive Directorate will order the publication of a poster in a printed or electronic newspaper with national circulation for the consequent purposes. With the publication of this poster it will be understood, in any case, after notification. The expenses inherent to the publication of the same will be borne by the applicant.

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Additionally, a copy of the notification poster may be published in the Official website of the Center for Arbitration of the Chamber of Caracas.

First Paragraph: In the notification to the email addresses of the party against whom the measure works, the Executive Directorate will indicate the mechanism of access to the file where all the actions will rest, not being necessary sending an attached file or physical delivery of a copy of the documents that make up the file. In case of personal notification, only a copy will be sent of the decree of emergency precautionary measure, and the mechanism of access to the file.

Paragraph Two: Once the party against whom the measure is applied has been notified, subsequent notifications or communications will be deemed validly made with the sole proof of delivery to the address(es) of indicated email, unless the emergency arbitrator orders to practice notice differently.

Article 21. Constitution of surety

The decree of emergency precautionary measures may be subject to the Constitution of a surety or guarantee, at the discretion of the emergency arbitrator. In this case, the emergency arbitrator will set a reasonable time for the Constitution and presentation of the surety or guarantee.

Article 22. Opposition to the decree of the emergency precautionary measure.

Once the decree of emergency precautionary measure has been issued, the parties may, within the within three (3) business days of notification, oppose by writing stating your objections.

In case of opposition to the decree of emergency precautionary measure of one of the parties or both, a period of three (3) business days from the expiration of the term for the opposition of the last of the parties notified, to the promotion and evacuation of the tests

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that they deem pertinent. In this of course, a single extension of no more than three (3) business days may be agreed.

Both the opposition to the decree of emergency precautionary measure and the promotion and evacuation of evidence, according to its nature, may be presented in physical or via email, by sending a non-editable file (PDF) accompanied by any other instrument that substantiates their opposition, to the emails indicated in the Regulations for the Management of Procedures through Electronic media. In any case, whoever presents opposition to the decree of the precautionary measure must accompany it with the documents that prove its quality.

If the opposition is submitted via email, the Executive Directorate proceed to the incorporation into the electronic file and to the printing of a copy of the opposition and its annexes that will rest in the physical file. The Printing costs will be borne by the party that consigns them electronically.

The emergency arbitrator will have a period of five (5) business days from the expiration of the period established to promote and evacuate evidence or its extension, if any, to confirm, revoke, extend, modify or annul the decree.

Once the opposition has been decided, the parties may request clarification within (3) days working days following its notification, in accordance with the provisions of the Second paragraph of article 20 of this Regulation. The emergency referee will have three (3) business days to rule on the clarifications requested.

Unique Paragraph: The third party affected by the emergency precautionary measure may oppose until before the cessation of functions of the emergency arbitrator in accordance to the provisions of article 26 of this Regulation. In this case, within three (3) business days from the opposition, to promote and evacuate the evidence it deems

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pertinent. The emergency referee will have a period of five (5) business days following the expiration of the period established to promote and evacuate evidence, to confirm, revoke, extend, modify or annul the decree establishing the measure. The emergency referee you may request the affected third party to grant a surety or guarantee to your full and complete satisfaction.

Article 23. Notification of the precautionary measure decree to the courts of execution and public administration bodies or private entities.

The emergency arbitrator may order the Executive Directorate to notify the court judicial executor of measures the content of the decree of precautionary measure that may be dictation.

In the case of measures that do not require the use of public force, the arbitrator emergency will order the Executive Directorate to notify the organs of the Public Administration, including subaltern real estate registry offices or private entities the content of the precautionary measure decree that was issued.

Article 24. Faculties of the emergency arbitrator.

The emergency arbitrator will have within his faculties to decree the measure urgent precautionary measure, decide what is appropriate regarding the opposition and the clarification if any.

In case of agreement between the parties, the emergency arbitrator may, prior At their request, issue an arbitral award containing the agreed agreements.

Article 25. Decay of the decree of the precautionary measure of urgency.

The urgent precautionary measure issued prior to the start of the procedure arbitration will lapse if the applicant does not present the request for arbitration within the thirty (30) business days following the date of its decree.

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The urgent precautionary measure decreed will lapse by operation of law if after ninety (90) business days from the date of its decree, the court arbitration has not been constituted.

Article 26. Cessation of the functions of the emergency arbitrator.

The emergency arbitrator will cease to function in the following cases:

1. Once the decree of the emergency precautionary measure has been issued and the terms of opposition to the decree and request for clarification, without these were presented; either,
2. When the opposition is resolved; either
3. When the requested clarification is resolved; either
4. When the arbitral tribunal that will hear the merits of the controversy without the emergency arbitrator having decided on the requested measure.

In no case may the emergency arbitrator form part of the arbitral tribunal know the merits of the matter.

BOOK III
ABOUT ARBITRATION

Section I
Starting of Arbitration

Article 27. Request for arbitration.

The party wishing to resort to arbitration may direct its request duly signed in accordance with the provisions of article 9 of these Regulations.

The request may be submitted physically or via email. If the request is submitted via email, it must be sent to the addresses of mail indicated in the Regulations for the

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Management of Procedures through Electronic Media, by sending a non-editable attached file (PDF). Once the request and its annexes have been received, the Executive Directorate will proceed to the incorporation into the electronic file and the printing of a copy that will rest in the physical file. Printing costs will be borne on behalf of the applicant.

Article 28. Content of the arbitration request.

The request for arbitration must contain:

1. The request that the dispute be submitted to arbitration.
2. The identification of the parties and their representatives or attorneys who attend, including physical and electronic addresses, telephone numbers and other relevant data for the identification and contact of the parties. If it's about legal people must include the company name.
3. The document in which the arbitration agreement(s) is recorded, as well as the instruments or documents from which the rights, actions or obligations object of the request.
4. The identification of the matter that is demanded.
5. Any pertinent indication and any observations in relation to the seat, the applicable legal rules and the language of the arbitration.
6. The indication of the number of arbitrators and appointment mechanism. In addition, the arbitrator may indicate, if applicable, that the party apply.
7. The estimate of the value of the arbitration request.
8. The Fiscal Information Registry (RIF) of the applicant or any other requirement established by the legal system.
9. Proof of payment of the registration service fee, including the document evidencing the payment of the taxes that are caused or of withholding or collection obligations, as the case may be, in accordance with the established in the Partial Administrative Regulation.

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Unique Paragraph: If the plaintiff fails to meet any of these requirements, The Executive Directorate will set a term based on the nature of the requirement pending, so that the applicant proceeds to comply with it. Failing that, at expiration of the term granted, the Executive Directorate may order the filing of the file, without prejudice to the applicant's right to submit at a later date the same claims in a new request for arbitration.

Article 29. Initial costs of arbitration.

The initial costs of the arbitration will include the administrative service fee and the security deposit of arbitrator fees calculated in accordance with the provided in the Partial Administrative Regulation in force at the start date of the arbitration.

Article 30. Acceptance of the arbitration request.

If the request for arbitration meets the requirements set forth in this Regulation, the Executive Directorate must accept it as soon as possible, without prejudice to the Kompetenz-Kompetenz principle contemplated in the Law on Arbitration and in article 46 of this Regulation.

Article 31. Opportunity of the plaintiff to deposit the payment.

Within three (3) business days of accepting the request for arbitration, the Executive Directorate will notify the claimant so that within of the following ten (10) business days, enter the payment of fifty percent (50%) of the total initial costs according to the Partial Regulation Administrative.

The plaintiff may request from the Executive Directorate an extension not greater than ten (10) business days or make a special request for payment to the Committee Executive in accordance with the Partial Administrative Regulation.

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Once this period has elapsed, the extension period, if any, or at the expiration of some of the agreed quotas without having received the payment, the Executive Directorate may order the filing of the file, without prejudice to the claimant's right to submit the same claims in a new request for arbitration.

Article 32. Notification of the request for arbitration.

The Executive Directorate will proceed to notify the defendant within of five (5) business days following the consignment of the payment referred to the previous article. In case the payment in installments of the costs is approved initials, said notification will be made within five (5) business days following the making the payment of the first agreed installment.

The notification will be made in the form and at the electronic or physical addresses indicated in the arbitration agreement, failing that, at the addresses indicated in the contract or document that gave rise to the dispute. If nothing has been agreed, the Notification will be made at the addresses indicated in the request for arbitration or in later communication.

In case of notification in the email addresses of the demand, if within a period of three (3) business days from the date of sending the electronic notification of the application if acknowledgment of receipt is not received, will proceed to notify the defendant at the indicated physical addresses. It will not be considered valid for the purposes of notification by email the automatic proof of receipt.

The Executive Directorate may fill out the personal notification directly or through express mail. The expenses inherent to the management by mail express in any modality will be borne by the applicant.

If personal notification is not possible, the Executive Directorate will order the publication of a poster in a printed or electronic newspaper with national circulation for the

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consequent purposes. The expenses inherent to the publication of the same will be borne by the plaintiff. With the publication of the poster in the newspaper of national circulation will be understood, in any case, made the notification.

Additionally, it may be published on the official website of the Center for Arbitration of the Chamber of Caracas a copy of the notification poster.

Paragraph One: In the event of multiple defendants, the term for the response to the claim will begin on the business day following the practice of notification of the last of the co-defendants.

Second Paragraph: In the notification to the email addresses of the defendant, the Executive Directorate will indicate the access mechanism to the file where the request for arbitration and the annexes to it will rest, It is not necessary to send an attached file or physical delivery of a copy of the aforementioned documents. In the case of personal notification, only copy of the request for arbitration, and the mechanism of access to the file.

Third Paragraph: Once the party has been validly notified of the starting of the arbitration, subsequent notices or communication will be considered validly made with the sole proof of delivery to the e-mail addresses indicated, unless the arbitral tribunal or this Regulation orders to practice the notification in a different way.

Article 33. Content and term for the reply.

Within a maximum period of twenty (20) business days from the date of the notification referred to in the preceding article, the defendant shall have the right to present his answer in which he will state:

1. The identification of him and that of his representatives or lawyers who assist them, including physical and electronic addresses and telephone numbers. Name or

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business name, address, data relating to its creation or registration, and, if be the case, the manifestation of will to modify the address established in the arbitration agreement; as well as the indication of the email address for the purposes of your notification. Said address, telephone and email will subsist for all purposes, until the defendant does not state otherwise distinct.

2. Any observations about the arbitration agreement, the place of arbitration, the applicable legal rules, the language of the arbitration and the number of arbitrators and their appointment mechanism.
3. The arguments on which you base your defense and petition, accompanied by the instruments or documents that support it.

The response to the arbitration request duly signed in accordance with the provisions of article 9 of this Regulation, may be presented physically or via email to the email addresses indicated in the Regulations for the Management of Procedures through Electronic Means, by sending in non-editable attached file (PDF).

If the response is submitted via email, the Executive Directorate proceed to the incorporation in the electronic file and to the printing of a copy and its annexes that will rest in the physical file. The costs for printing will be borne by the defendant.

Unique paragraph: Exceptionally, the defendant may request the Executive Directorate, an extension of no more than ten (10) business days for the reply. Said term may or may not be granted by the Executive Directorate of according to the circumstances of the case. Upon receipt of the reply the Address. The Executive will communicate it to the plaintiff, being able to accompany the files attached the answer and its annexes or indicating their availability in the electronic and physical file.

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Article 34. Opportunity of the defendant to consign the payment.

Once the deadline for the response or the agreed extension has expired, if it were the case, the Executive Directorate will notify the defendant so that within the ten (10) business days, enter the payment of fifty percent (50%) of the total initial costs in accordance with the Partial Administrative Regulation. The defendant may request from the Executive Directorate an extension of no more than ten (10) business days or make a special payment request to the Executive Committee in accordance with the Partial Administrative Regulation.

If the defendant does not consign the payment of the initial costs that corresponds to it within the established term or the extension if applicable, the plaintiff must consign said payment within the period indicated by the Executive Directorate.

In the event of a special request for payment agreed by the Committee Executive, after the deadline to consign the first installment, the Executive Directorate notify the plaintiff of the deadline for consigning all the costs initials corresponding to the defendant.

In case of non-payment of any of the subsequent installments, the Directorate Executive will notify the plaintiff of the term to record the costs remaining initials that correspond to pay the defendant.

If the plaintiff does not consign the payment that corresponds to the expiration of the term, the Executive Directorate may order the filing of the file, without prejudice of the plaintiff's right to present the same claims in a new request for arbitration.

Article 35. Opportunity of Counterclaim.

In the event of a counterclaim, the defendant-reclaimer may present in physical or via email, in separate documents, the answer and the counterclaim to the arbitration request, duly signed in accordance with the provisions of article 9 of this Regulation, in a

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non-editable attached file (PDF) to the email addresses indicated in the Regulations for the Handling of Procedures through Electronic Means. If they were submitted by email, the Executive Directorate will proceed to the incorporation into the file email and print a copy of the same and its annexes that they will rest in the physical file. Printing costs will be borne on behalf of the defendant-claimant.

The counterclaim must be accompanied by voucher of payment of the fee registration service. Said payment is non-refundable and covers expenses initial operations.

Article 36. Content of the Counterclaim.

The counterclaim must contain:

1. Description of the nature and circumstances of the controversy that originates the counterclaim and its legal basis, accompanied by the instruments or supporting documents.
2. Indication of the claims and the amounts claimed.
3. The estimate of the value of the counterclaim.
4. The Fiscal Information Registry (RIF) of the defendant-defendant or any other requirement established by the legal system.
5. Proof of payment of the registration service fee, including of the document evidencing the payment of the taxes that are caused or of withholding or collection obligations, as the case may be, in accordance with what is established in the Partial Administrative Regulation.

Unique Paragraph: For the purpose of determining the initial costs of the counterclaim, the original claim and the counterclaim will be considered as two different procedures and will apply to each of them what is established in the

Partial Administrative Regulation for the calculation of the service fee administrative and security deposit of arbitrator fees.

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Article 37. Opportunity of the defendant-claimant for the payment consignment.
Within three (3) business days of receipt of the counterclaim, the Executive Directorate will notify the defendant-claimant party so that within ten (10) business days, deposit the payment of fifty percent (50%) of the total initial costs of the counterclaim in accordance with the Partial Administrative Regulation.

The defendant-claimant party may request the Executive Directorate an extension of no more than ten (10) business days or make a special request for payment to the Executive Committee in accordance with the Partial Administrative Regulation.

Unique Paragraph: Once this term has elapsed, that of the extension, if any, or at the expiration of the first agreed installment without having received the payment, the Management Executive will order the file of the counterclaim.

Article 38. Reply to the counterclaim.
Verified the payment of the defendant-claimant of all the initial costs or the first agreed installment, the Executive Directorate will notify the plaintiff-counterclaimed party so that within a period of twenty (20) days able to present a reply to the counterclaim.

The replica must meet the requirements established in article 33 of this Regulations and may be submitted physically or via email to the email addresses indicated in the Regulations for the Handling of Procedures through Electronic Means, by sending in file non-editable attachment (PDF).

If the reply is submitted via email, the Executive Directorate proceed to the incorporation into the electronic file and to the printing of a copy and its annexes that will rest in the physical file. The cost of printing will be borne by the plaintiff-reclaimed.

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Exceptionally, the claimant-reconvened party may request the Directorate Executive, an extension of no more than ten (10) business days for the presentation of the replica. Said term may or may not be granted by the Executive Directorate of according to the circumstances of the case.

Unique Paragraph: The Executive Directorate will incorporate into the respective file the counterclaim and its annexes, it is not necessary to send an attached file or
Physical delivery of a copy of the aforementioned documents to the parties.

Article 39. Opportunity of the complainant-reconvened for the payment consignment.

Expiration of the period established to make the reply to the counterclaim or extension agreed, the Executive Directorate will inform the plaintiff-reconvened party so that within ten (10) business days, deposit the payment of fifty percent (50%) of the total initial costs of the counterclaim under Partial Administrative Regulation. The counterclaimant may request the Executive Director an extension of no more than ten (10) business days or make a special request for payment to the Executive Committee in accordance with the Partial Regulations Administrative.

If the defendant-plaintiff does not consign the payment of the initial costs that corresponds within the established term or the extension if applicable, the defendant-claimant must consign said payment within the term indicated by the Executive Directorate.

In the event of a special request for payment agreed by the Committee Executive, after the deadline to consign the first installment, the Executive Directorate will notify the defendant-claimant of the term for it to consign the entire of the initial costs that corresponds to the counterclaimant.

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In case of non-payment of any of the subsequent installments, the Directorate Executive shall notify the defendant-claimant of the term for it to record the remaining initial costs that must be paid by the counterclaimant.

If the defendant-claimant does not consign the payment that corresponds to the expiration of the term, the Executive Directorate may order the filing of the counterclaim.

Article 40. File of the counterclaim.

In the case of filing the counterclaim, the Executive Directorate will order the opening of a separate notebook where the documents related to the processing of the counterclaim.

Article 41. Arbitration by default.

If either party refuses or refrains from participating in the arbitration or in any stage thereof, the arbitration shall continue notwithstanding such refusal or abstention, as long as they have been duly consigned the totality of the initial costs of the arbitration.

The Executive Directorate will notify in accordance with the provisions of article 32 of this Regulation to the party in default the opportunity to appoint arbitrators, the deadline for signing the mission statement, the request for precautionary measure within the procedure, its decree, and the issuance of the award. In these cases it will not apply the provisions of the third paragraph of article 32.

Unique Paragraph: Any other communication or notification other than those indicated in this article, will be considered validly made with the sole proof of delivery to the indicated email addresses.

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Article 42. Multiple contracts.

Claims arising out of or in connection with more than one contract may be made in a single arbitration, regardless of whether such claims are made under one or more arbitration agreements.

Article 43. Pending arbitration proceedings and accumulation of procedures.

The Executive Committee may, at the request of one party, accumulate two or more pending proceedings under this Regulation when the mission statement and in cases where:

1. The parties have agreed to the accumulation, or;
2. All claims in arbitrations are formulated under the same agreement of arbitration, or;
3. If the claims in the arbitrations are formulated under more than one agreement of arbitration, the arbitrations are between the same parties, the controversies in the arbitrations arise in connection with the same legal relationship and the Executive Committee considers that the agreements are compatible with each other.

When deciding on accumulation, the Executive Committee may take into account any circumstance that it considers relevant, including if one or more arbitrators have been named in more than one arbitration and, if applicable, whether the same or different people have been named.

When the arbitrations are accumulated, they will be in the arbitration that has started first, unless all parties agree otherwise.

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Section II
The Arbitral Tribunal

Article 44. Number of arbitrators.

Disputes will be resolved by an arbitral tribunal composed of an arbitrator single or by several arbitrators, always in an odd number.

If the parties have not agreed upon the number of arbitrators, the Directorate Executive will set a term before the opportunity provided for their appointment for them to do it. In the event of a lack of agreement between the parties, the arbitral tribunal will be composed of three arbitrators.

Article 45. Character of the arbitrators.

The arbitrators will have the character of legal arbitrators, unless the parties have agreed that they be equitable.

In cases of doubt, the Arbitral Tribunal will decide its nature once constituted.

Article 46. Jurisdiction of the arbitral tribunal and separability of the settlement

The arbitral tribunal is empowered to decide on its own jurisdiction, including on the exceptions related to the existence or validity of the agreement of arbitration. For this purpose, an arbitration clause that forms part of a contract will be considered as an agreement independent of the other stipulations of the contract. The decision of the arbitral tribunal that annuls the contract will not imply full right the nullity of the arbitration clause.

The objection of incompetence of the arbitral tribunal may be opposed at any moment before the hearing to set up the court arbitrator and may be resolved by the latter as a prior point in the final award or by partial award.

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Article 47. Obligations of the arbitrators.

In the performance of their duties, the arbitrators are obliged to respect the regulations governing the activity of the CACC, the Commercial Arbitration Law and any other regulations as applicable. They are also required to comply with the procedural actions within the established deadlines, to proceed in all time with due diligence, to guarantee the parties confidentiality, fairness and impartiality; and to abide by the fees and fee deductions calculated for the case, in accordance with the provisions of the Regulation Partial Administrative.

Article 48. Procedure for the appointment of arbitrators.

The arbitrators will be appointed in accordance with the following provisions:

1. When the parties have agreed that the controversy be resolved by a sole arbitrator, they will postulate it by mutual agreement within a period of five (5) days working days from the date of notification by the Management Executive of the consignment of payment of the initial costs of the lawsuit original and counterclaim, if any. If there is no agreement between the parties within the indicated period, the sole arbitrator will be appointed by the Executive Committee in accordance with the provisions of the Statutes of the Arbitration Center of the Chamber of Caracas.
2. When three (3) or more arbitrators have been provided, each of the parties propose one (1) separate arbitrator within five (5) business days counted from the date of notification by the Executive Directorate of the consignment of payment of the initial costs of the original lawsuit and the counterclaim, if any. If one of the parties abstains, the designation of the arbitrator who is responsible for proposing will be done by the Executive Committee in accordance with the provisions of the Statutes of the Arbitration Center of the Chamber of Caracas.

   The third arbitrator, who will assume the presidency of the arbitral tribunal, will be proposed by mutual agreement by the previously appointed arbitrators, within a period not exceeding five (5) business days from the date of the last of the

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designations. In this case, the designated arbitrators will notify the Executive Director your proposal so that it communicates it to the parties and notify the proposed arbitrator, who within five (5) business days. Following his notification, he must communicate whether or not he accepts the position.

3. If there are several plaintiffs and/or defendants and the dispute is of submit to the decision of three (3) or more arbitrators, the claimants jointly and/or jointly defendants will propose one (1) arbitrator per separated within a period of five (5) business days from the date notification by the Executive Directorate of the consignment of payment of the initial costs of the original claim and of the counterclaim, if any.

   In the absence of a joint designation of the plaintiffs and/or defendants, the Executive Committee will appoint them in accordance with the provisions of the Statutes of the Arbitration Center of the Chamber of Caracas.
4. The parties may nominate an arbitrator who is not part of the List of Arbitrators of the CACC, in which case it is up to the Executive Directorate to ratify or not its appointment, subject to compliance with the requirements set forth in this Regulation.

Unique Paragraph: The silence of the arbitrators at the expiration of the term regarding this notification will be understood as the rejection of his appointment. In any case, the acceptance or rejection of the charge by an arbitrator will be notified to all the parts.

Article 49. Independence and duty of declaration of the arbitrators.

The acceptance of the designation as arbitrator implies prior knowledge of the all the regulations that govern the actions of the CACC.

Once designated, the arbitrator must be and remain impartial and independent in front of the parties in the cause that is ventilated.

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First Paragraph: Once the arbitrator has been notified of his appointment, he must sign the "Rules of conduct and ethics" and the "Declaration of independence and compliance with CACC rules". With the acceptance, the arbitrator must give notify the Executive Management in writing of any circumstance likely to doubt their independence and impartiality, being able to consider the national or international guidelines on conflict of interest that they existed.

Second Paragraph: If the appointed arbitrator makes observations or disclosures of facts or circumstances that could compromise his independence and impartiality in the case, the Executive Directorate will communicate it to the parties to that you are within a period of three (3) business days from the date of sending the communication, express in writing their agreement or not with the designation.

If any of the parties objects to the designation based on the disclosures of the arbitrator or, in the absence of these, any of the parties will object to it with good reason the appointment will proceed. In this case, the Executive Directorate will leave without effect designation and proceed to a new one in accordance with the procedure of designation that applies or to the order of selection indicated. If there is no objection by any of the parties, or their silence at the expiration of the term, the Executive Management will proceed to the appointment of the arbitrator by communication addressed to the arbitrator and to the parties.

Article 50. Designation

Only those who have signed the "Rules of performance and ethics" and the "Declaration of independence and compliance with standards of the CACC" without reservations, or, although with reservations, these have not been objected to by the parts.

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Article 51. Arbitration fouls.

When the arbitrator does not accept, resigns, dies, remains for any reason disqualified or does not comply with his obligations, the appointment of a new arbitrator following the procedure set forth in article 48 of this Regulation.

Article 52. Challenge.

Notwithstanding the provisions of the Commercial Arbitration Law, the challenge of one or more arbitrators based on their lack of independence or any other reason, will be presented by any of the parties before the Executive Directorate, specifying the facts and circumstances on which the petition is based. The arbitrators may not be challenged except for reasons arising from their designation.

For the recusal to proceed, it must be formulated by the interested party within five (5) business days following the date on which the challenging party have had knowledge of the facts and circumstances that support their recusal.

The Executive Directorate will grant a period of five (5) business days from the from the date of notice of the challenge, so that the arbitrator subject to the itself, the parties and the other members of the arbitral tribunal, in the case of arbitrations of three (3) or more arbitrators, make your observations.

Once the term expires, the Executive Committee will decide what is appropriate. If the challenge, will set a term for the parties to designate the substitute arbitrator or arbitrators.

Unique Paragraph: Once the challenge of any of the arbitrators has been decided, the arbitrator challenged will be entitled to collect a percentage of the fixed fees. Said percentage will be directly proportional to the phase of the process in which the circumstance that warrants his removal from office has become known, and it will be set

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by the Executive Directorate in accordance with the provisions of the Regulations Partial Administrative.

The fees of the newly appointed arbitrator will be those resulting from subtracting the percentage charged by the challenged arbitrator.

Section III
The Arbitration Procedure

Article 53. Good faith.
The parties are obliged to observe the principle of good faith in all their acts and interventions in the course of arbitration proceedings and to collaborate with the Arbitral Tribunal in the correct development of the arbitration.

Article 54. Headquarters of arbitration.
Unless otherwise agreed by the parties, the arbitral tribunal will determine the place of the arbitration.

The arbitral tribunal, after consulting the parties, may hold hearings, meetings and any other act of the procedure in a place other than the headquarters arbitration or electronically.

The law of the seat of arbitration shall be the law applicable to the proceedings in all that which is not regulated by this Regulation.

The award will be deemed rendered at the place of arbitration.

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Article 55. Language of the arbitration.

In the absence of agreement between the parties, the arbitral tribunal will determine the language or languages arbitration taking into account any relevant circumstances including the language of the contract.

Article 56. Legal rules applicable to the merits of the dispute.

The parties may freely agree on the legal norms that the arbitral tribunal must apply to the merits of the dispute. It will be understood that any indication of the law or legal system of a State refers, unless it is expressed otherwise, to the substantive law of that State and not to its adjective norms or to its conflict of laws rules. In the absence of agreement between the parties, the court arbitrator will apply the legal norms that it deems appropriate and must leave proof of this in the corresponding mission certificate.

In all cases, the arbitral tribunal will take into account the stipulations of the contract and the applicable mercantile uses and customs.

Article 57. Constitution of the arbitral tribunal.

Within ten (10) business days from the date on which the notified to the parties who make up the arbitral tribunal, the Executive Directorate will convene the arbitrators and the parties for the audience on the constitution of the arbitral tribunal.

At said audience, the file prepared by the Executive Directorate will be reviewed, which must be available to the parties and the arbitrators. For hold the audience, the presence of the Executive Director or whoever take their place, of the arbitral tribunal, and they will have the right to be present parties accompanied by the lawyer who assists him or his representatives.

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After the audience, the constitution act of the arbitral tribunal will be signed by the Executive Directorate or whoever acts as such, the arbitral tribunal and the parties or representatives have attended the audience.

Article 58. Secretary of the arbitral tribunal.

Once constituted, the arbitral tribunal may appoint a secretary ex officio. The Designation of the secretary and the activities that he can carry out will be governed, unless otherwise agreed by the parties, in accordance with the provisions of the Regulations of the Secretary of the Arbitral Tribunal.

Article 59. The mission statement.

In the constitution audience of the arbitral tribunal, or within five (5) days following business days, the parties must present a project of mission certificate. After this term, the arbitral tribunal will have ten (10) business days to prepare the final mission statement.

The mission statement must contain the following:

1. Name of the parties and their representatives or assistants.
2. Physical address, email and telephone number of each of the parties in which notifications and communications will be validly made to let there be a place
3. Full names, physical address and email address of the arbitrators.
4. Determination of the character of the arbitrators. If it is an arbitration of law, clarifications in relation to the rules applicable to the dispute.
5. Determination of the litigious matter to be resolved. The parties will record of the admitted and disputed facts.
6. Details regarding the rules applicable to the procedure, including the corresponding deadlines.
7. A summary statement of the claims of the parties and of the Statements and convictions requested.
8. Any other mentions that, in the opinion of the arbitrators, are necessary.

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The mission statement must be signed by the parties, their representatives and by the referees. In case of assistance, the record must be signed by the party and whoever attend. The Executive Directorate will notify the parties so that within a period within five (5) business days following their communication, they sign the mission certificate. If a party refuses to sign it must, within the term indicated above, state by writing their reasons for not doing so. The arbitrators will rule on such allegations and must ratify or modify it within a period of ten (10) business days

After approving the mission statement or after they are incorporated the amendments, the arbitral tribunal will grant the party that refused to sign it, a period of five (5) working days for its signature. If it still refuse to sign the record, you will be recorded in the file and the arbitration proceeding will continue without further ado.

The date of the mission certificate will be the date of its signature by the last of the parties, and if any of them refuses to do so, it will be considered as the date of the same last day of the maximum term to sign it.

Article 60. Impossibility of formulating new petitions.

Once the mission statement has been signed by the arbitrators and the parties, or has complied with the provisions of the preceding article if any of them refuses to sign it, neither party may make new petitions on it matter, unless the arbitral tribunal so authorizes it, taking into account the circumstances that are relevant.

Article 61. Instruction activities.

The arbitrators may entrust the investigation proceedings to one of them. Such authorization will be presumed when the instruction action is carried out by the president of the arbitral tribunal without opposition from the other arbitrators.

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Article 62. Instruction of the cause.

The arbitral tribunal will instruct the case within the shortest time possible for any appropriate means. If the parties or the arbitral tribunal so request, they will be able to hold the hearings that are considered pertinent.

The arbitral tribunal may decide to hear witnesses, experts or any other person, in the presence of the parties, or in their absence, as long as you are have been duly summoned in the judgment of the arbitral tribunal.

Paragraph One: The arbitral tribunal, after consulting the parties, may appoint one or more experts, define their mission and receive their opinions. The parts will have the opportunity to question in hearing any expert appointed by the arbitral tribunal, upon their written request.

Paragraph Two: The arbitral tribunal may require any of the parties to provide additional evidence at any stage of the arbitral proceedings.

Third Paragraph: Pursuant to the Commercial Arbitration Law, the court arbitrator may request assistance from the competent court for the evacuation of any of the tests.

Article 63. Suspension, agreement and withdrawal of the parties in the course of the procedure.

1. If the claimant requests the suspension of the proceeding prior to the notification of the defendant, and provided that he has not consigned the payment that corresponds for initial costs, you must consign twenty percent (20%) of the administrative service fee that corresponds to pay in a within five (5) business days following the communication that for these purposes make the Executive Directorate. After this term has expired without having verified the indicated payment, the

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Executive Directorate may order the filing of the file without prejudice to the right of the plaintiff to present the same claims in a new request for arbitration.

If the parties request the suspension of the procedure by mutual agreement, after the notification of the defendant, the application must be presented by both parties, or failing that, if presented by only one of them, the another party must express its agreement or not with the suspension within a period no more than three (3) business days. In case of silence of the party or failure to ratify the suspension will continue with the procedure.

Once the suspension has been agreed, the defendant must deposit twenty percent (20%) of the administrative service fee that corresponds to pay within a term of five (5) business days following the communication made for these purposes by the Executive Directorate. Once this period has expired without the payment being verified, the plaintiff must consign the amount that corresponds to pay to the demanded within the period indicated by the Executive Directorate. If the plaintiff does not consign the payment that corresponds to the expiration of the term, the Directorate Executive Branch may order the filing of the file without prejudice to the right of the parties to present the same claims in a new request for arbitration.

If the suspension exceeds six (6) months, the Executive Director may order the archive of the file without prejudice to the right of the parties to present the same claims in a new request for arbitration.

2. If the parties reach an agreement during the course of the arbitration procedure, will record this fact in an award, which will be issued taking into account what was agreed by the parties.

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In the event that the parties reach an agreement prior to the appointment of the arbitrators that will make up the arbitral tribunal, the Executive Directorate will order the refund of ninety percent (90%) of the payment consigned for security deposit of arbitrator fees to the party or parties that have consigned, in accordance with the provisions of the Partial Regulation Administrative.

3. If the claimant withdraws prior to answering the request arbitration or after the response to the request, in which case they will require the consent of the defendant, the Executive Directorate will order the refund of ninety percent (90%) of the payment consigned for security deposit of arbitrator fees to the party or parties that have consigned, in accordance with the provisions of the Partial Regulation Administrative.

Unique Paragraph: In none of the cases regulated in this article will the reimbursement of the administrative service fee.

Article 64. Audiences.

To hold an audience, the Executive Directorate at the request of the arbitral tribunal, will communicate it to the parties with reasonable notice, so that they appear on the day, time and at the specified place.

If one of the parties does not appear without valid justification in the opinion of the court arbitrator, the latter may continue with the audience.

The arbitral tribunal is fully in charge of conducting the audiences, in which all parties have the right to be present. Unless authorized by arbitral tribunal and of the parties, audiences are not open to outsiders to the procedure, with the exception of the Executive Directorate or whoever acts in its place and the members of the Executive Committee.

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The parties may appear in person or by electronic means through accredited representatives, likewise, may attend assisted.

Unique Paragraph: The hearings that may take place may be held by electronic means, in which case, the arbitral tribunal will notify the Directorate

Executive Committee of the CACC on the day and time set for holding the audience, in accordance with the provisions of the Regulations for the Management of Procedures through Electronic Means, as well as any other information that is required for access to the audience.

Article 65. Closing of the investigation.

The arbitral tribunal will declare the closure of the investigation when it considers that the parties have had sufficient opportunity to present their position.

The arbitral tribunal, when declaring the closure of the investigation, must indicate to the Executive Directorate the approximate date on which the award will be rendered or any postponement of said date.

Section IV

Precautionary measures

Article 66. Precautionary measures.

From its constitution, the arbitral tribunal that hears the merits of the matter may, ex officio or at the request of a party, decree the precautionary measures that deems necessary with respect to the object in dispute.

For the purposes of its ruling, the arbitral tribunal may request the interested party, within of the period that it deems reasonable, the presentation of writings or the

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extension of the evidence that demonstrates the need for its decree, as well as the granting of a surety or a guarantee that it considers sufficient.

Unique Paragraph: The arbitral tribunal may ex officio or at the request of a party revoke, annul, extend or modify the decree of the emergency precautionary measure issued by the emergency arbitrator, referred to in Book II of these Regulations, regarding this decision, the parties may request clarifications in accordance with the provided in article 74 of this Regulation.

Article 67. Decree of precautionary measure.

The arbitral tribunal will decide on the precautionary measures requested, within the fifteen (15) business days following notification of the request. Said term may be extended by the Executive Directorate, at its request, for a single once and for a period of no more than five (5) business days.

Article 68. Opposition to the decree of precautionary measure.

Once the decree of precautionary measure has been issued, the parties may, within a period of three (3) business days following notification, oppose by writing in which State your objections.

In case of opposition to the decree of precautionary measure of one of the parties or both, a period of three (3) business days will be opened from the expiration of the term for the opposition of the last of the parties notified, for the promotion and evacuation of the evidence they deem relevant. In this case it may agree to a single extension of no more than three (3) business days.

Both the opposition to the precautionary measure decree and the promotion and evacuation of the tests, according to their nature, may be presented physically or via mail email, by sending a non-editable attached file (PDF) accompanied by of any other

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instrument that supports your opposition, to the emails indicated in the Regulations for the Management of Procedures through Media electronics. In any case, whoever presents opposition to the decree of the measure precautionary must accompany it with the documents that prove its quality.

If the opposition is submitted via email, the Executive Directorate proceed to the incorporation into the electronic file and to the printing of a copy of the opposition and its annexes that will rest in the physical file. The Printing costs will be borne by the party that consigns them electronically.

The arbitral tribunal will have a period of five (5) business days from the expiration of the period established to promote and evacuate evidence, or its extension if any, to confirm, revoke, extend, modify or annul the decree.

Once the opposition has been decided, the parties may request clarification within (3) days business days following your notification. The arbitral tribunal will have three (3) business days to rule on the clarifications requested.

Unique paragraph: The third party affected by the precautionary measure may oppose up to before the cessation of functions of the arbitral tribunal. In this case, a within three (3) business days from the opposition, to promote and evacuate the evidence it deems pertinent. The arbitral tribunal will have a period of five (5) business days from the expiration of the period established for promote and evacuate evidence, to confirm, revoke, extend, modify or annul the decree establishing the measure. The arbitral tribunal may request the third party concerned that grants a surety or guarantee to the full and complete satisfaction of him.

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Article 69. Notification of the precautionary measure decree to the courts of execution and public administration bodies or private entities.

The arbitral tribunal may order the Executive Directorate to notify the judicial tribunal executor of measures the content of the decree of precautionary measure that may be dictated.

In the case of measures that do not require the use of public force, the arbitral tribunal will order the Executive Directorate to notify the bodies of the Public Administration, including subaltern real estate registry offices or private entities the content of the decree of precautionary measure that was issued

Section V
The Arbitration Award

Article 70. Deadline for issuing the award.

The term for the arbitral tribunal to issue the award shall not exceed six (6) months, counted from the date of the mission certificate. This period may be extended by the Executive Directorate at the request of the arbitral tribunal.

Article 71. Award by simple majority.

When more than one (1) arbitrator has been appointed, the award will be rendered by a majority simple.

When a simple majority cannot be achieved, the opinion of the president of the arbitral tribunal. In such a case, it will suffice for the award to be signed by said president. Dissenting opinions will be delivered in a separate document and signed by the dissidents

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Article 72. Form and content of the award.

The final award shall be issued in writing, and may be consigned physically or by electronic means to the CACC in PDF format, it must include the signature of the arbitrators and must contain the following mentions:

1. Name of the parties and their representatives or assistants.
2. Address of the parties.
3. Full name of the arbitrators.
4. Indication of the seat of arbitration.
5. The indication of whether it is arbitration of law or equity. If it's about an arbitration of law, the indication of the applicable law.
6. A summary of the terms in which the controversy has been raised.
7. Reasons for the decision contained in the award, which must include each one of the issues raised, unless the parties have agreed not to the motivation of the award is expressed.
8. Express and precise decision in accordance with the deduced claim and the exceptions or opposing defenses.
9. Pronouncement on which of the parties should bear the costs and expenses or the proportion in which these should be distributed among them.
10. Place and date of the award.
11. Any other provision that the arbitral tribunal considers pertinent

Article 73. Adjustment by award of the initial costs.

The arbitral tribunal may order in the award an adjustment of the service fee administrative and security deposit for arbitrator fees, such as consequence of an underestimation of the value of the request for arbitration with respect to what was decided in the award. In this case, the arbitral tribunal shall, in the opportunity to consign the award, report it to the Executive Director for that it notify the parties, and must indicate that within a period of five (5) business days following the sending of said communication, they must record the corresponding amounts. The parties may request

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an extension of no more than ten (10) business days for payment, which may be agreed at the discretion of the Executive Directorate.

If any of the parties fails to consign the corresponding payment for adjustment of administrative service fee and security deposit of fees of arbitrator in accordance with what is ordered in the award, the other party must record said payment within five (5) business days following the communication that such effects carried out by the Executive Directorate and may request an extension of no more than ten (10) business days for payment, which may be agreed at the discretion of the Executive Directorate.

Until the entire payment is consigned for the concept of adjustment of administrative service fee and security deposit of arbitrator fees of according to what is ordered in the award, the Executive Directorate will not order the notification of the award.

Once all the amounts required by the parties or by one of them, duly adjusted to the payment date, the Executive Director must notify the parties of the consigned award.

Unique paragraph: In case of overestimation of the value of the arbitration request, the adjustment by award of the initial costs paid by the parties will not proceed.

Article 74. Opportunity to notify the award.

Once the award has been filed with the Executive Directorate or received electronically, it will proceed to notify the parties in accordance with the provisions of the Article 5 of this Regulation, as long as it has been consigned, if it were the case, the entire administrative service fee adjustment and deposit in guarantee of arbitrator fees, by the parties or by one of them.

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Article 75. Clarification, correction and complementation of the award.
Within fifteen (15) business days following the date of notification of the award, the parties may request its clarification, correction or complementation. The request will be made to the Executive Directorate, who must notify the other party and to the arbitral tribunal. The other party will have a period of five (5) business days from the date of said notification, to make their observations within the ten (10) business days following the expiration of this last period, the court arbitrator will rule on the request, clarifying, correcting, complementing the award, or rejecting the request.

The arbitral tribunal may, on its own initiative, within ten (10) business days following the date of the award, correct any material error, calculation, transcription or any other errors of a similar nature contained therein.

In both cases, the decision made by the arbitral tribunal shall be in writing, It will have the form of an addendum to the award and will constitute part of it.

Article 76. Definitive nature of the award.
Once the period of fifteen (15) business days expires without the arbitral tribunal ex officio clarify, correct or complement the award or once the request made by the parties in accordance with the previous article, it will be considered that the arbitral award is final and unappealable in accordance with the rules of this Regulation.

The submission of the parties to arbitration implies that the parties agree to execute without delay the award that has been rendered and waive any resources except as provided in the Commercial Arbitration Law.

Unique Paragraph: In the event of voluntary breach of the arbitral award, the interested party may request its enforcement before the organization competent courts.

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Section VI

Challenge of the award

Article 77. Optional challenge of the award.

If in the arbitration agreement, or at any time thereafter, the parties so have agreed, any of them may challenge the award before the CACC definitive that falls in the procedure.

The challenge of the award may only be based on a manifest infringement of the rules applicable to the merits of the dispute or a gross error in the assessment of the facts by the arbitral tribunal, provided that one or the other have been decisive for the award.

From the submission to the challenge of the award, the parties undertake not to urge the execution as long as its challenge is not decided, leaving safe the right of the parties to file an appeal for annulment of the award before courts competent once the challenge is decided.

Article 78. Obligations of the party that wishes to challenge the award.

The party that wishes to challenge the final award rendered in the proceeding will:

1. Communicate to the Executive Directorate of the CACC your intention to do so within the ten (10) business days from its notification or, if any, from the *addendum* that clarifies, corrects or complements it, stating at that time its expressly waives the right to file an appeal for annulment against the award before the competent courts until the challenge is resolved; and
2. Present the brief challenging the final award before the Directorate Executive within a period of twenty (20) business days from the date of notification of it or, if any, of the *addendum* that clarifies, corrects or complements it.
3. The contesting party may submit, physically or via email, the challenge request, duly signed in accordance with the provisions of Article 9 of this Regulation, in a non-

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editable attached file (PDF) to the email addresses indicated in the Regulations for the Handling of Procedures through Electronic Means.

The opposing party shall have the right to file a response to the request for challenge, within twenty (20) business days, counted from the date of the notification of the application. The answer may be presented in physical or via email, in accordance with the provisions of number 3 of this article.

Article 79. Appointment of challenge arbitrators.

Each party will designate in its brief one (1) challenge arbitrator. Named the arbitrators by the Executive Directorate, a period of five (5) business days will be granted counted from the date of the last of the appointments so that the co-arbitrators appoint the third challenge arbitrator.

Unique Paragraph: The designation, appointment, faults and challenge of the co-arbitrators and president of the challenge court will be carried out in accordance with the provisions of articles 48, 49, 50, 51 and 52 of this Regulation.

Article 80. Costs of the administrative service fee and deposit in challenge arbitrator fee guarantee.

In arbitrations in which the challenge of the award is requested, the fee for administrative service and guarantee deposit of arbitrator fees will be the provided for in Section III of the Partial Administrative Regulation.

Article 81. Opportunity of the applicant to consign the payment.

Once the request to challenge the final award has been submitted, the Directorate Executive Branch will timely communicate the amount and term within which the applicant must deposit the administrative service fee and deposit in guarantee of arbitrator fees.

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Article 82. Appeal procedure.

The Executive Directorate will send the file to the arbitration court for challenge, the which will resolve within thirty (30) business days, notwithstanding that the challenged arbitral tribunal deems it necessary to exceptionally agree on the practice tests, in this case they will assess the possibility of calling an audience to hear the parties. Once held, the arbitral tribunal of challenge will close the instruction and, unless the Executive Director authorizes a longer term, will resolve within the following thirty (30) business days.

The challenged arbitral tribunal may confirm or modify the terms of the award, including its operative part, and will assign the costs of the proceeding.

Article 83. Appeal for annulment.

If one of the parties exercises the appeal for annulment against the arbitral award and the file is requested by a judicial authority, the Executive Directorate of the CACC will issue a certified copy of the file containing the procedure arbitration, prior payment of photocopying costs by the appellant. The original file will be kept in the custody of the CACC.

BOOK IV

ABBREVIATED ARBITRATION PROCEDURE

Article 84. Scope of application.

When the estimated amount of the arbitration request does not exceed fifty thousand United States dollars (USD 50,000.00) or its equivalent in bolivars according to the legal system in force on the date of its presentation, the arbitration shall be governed by the rules set forth in this book.

The parties may also agree to apply the abbreviated procedure to arbitration requests when their amount exceeds that established in this article in which case the rates and arbitrator fees provided for in the Regulations will apply

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Partial Administrative corresponding to the arbitration procedure regulated in the Third Book of this Regulation.

Article 85. Request for arbitration.

The party wishing to resort to arbitration may direct its request duly signed in accordance with the provisions of article 9 of these Regulations.

The request may be submitted physically or via email. If the request is submitted via email, it must be sent to the addresses of mail indicated in the Regulations for the Management of Procedures through Electronic Media, by sending a non-editable attached file (PDF). Once the request and its annexes have been received, the Executive Directorate will proceed to the incorporation into the electronic file and the printing of a copy that will rest in the physical file. Printing costs will be borne on behalf of the applicant.

The request for arbitration must meet the requirements indicated in article 28 of this Regulation.

Article 86. Acceptance of the arbitration request.

If the request for arbitration meets the requirements established in article 28 of these Regulations, the Executive Directorate must accept it, without prejudice to the *Kompetenz-Kompetenz* principle contemplated in the Law on Commercial Arbitration and in this Regulation.

Article 87. Opportunity of the plaintiff to deposit the payment.

Within three (3) business days of accepting the request, the Executive Directorate will notify the plaintiff so that within the five (5) business days, enter the payment of fifty percent (50%) of the total initial costs in accordance with the Partial Administrative

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Regulation. The plaintiff may request an extension of no more than five (5) business days.

Only when the parties have agreed to the application of the arbitration procedure abbreviated, notwithstanding that the amount of the estimate of the request is greater than fifty thousand United States dollars (USD 50,000.00) or its equivalent in bolivars in accordance with the current legal system, may make a request special payment to the Executive Committee in accordance with the Partial Regulation Administrative.

Once this period has elapsed, the extension period, if any, or at the expiration of the first corresponding installment as agreed by the Executive Committee in case of special request without having consigned said payment, the Directorate Executive may order the filing of the file, without prejudice to the right of the plaintiff to present the same claims in a new application for arbitration.

Article 88. Notification of the request for arbitration.

The Executive Directorate will proceed to notify the defendant within of the three (3) business days following the consignment of the payment referred to the previous article. If the installment payment of the costs is approved initials, said notification will be made within three (3) business days following the making the payment of the first agreed installment.

The notification will be made in accordance with the provisions of article 32 of this Regulation.

Article 89. Answer.

Within ten (10) business days of notification of the request for arbitration, the defendant will submit its response.

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Exceptionally, the defendant may request the Executive Directorate an extension of no more than ten (10) business days for the response. Said term may or may not be granted by the Executive Directorate according to the circumstances of the case. Once the response is received, the Executive Directorate will communicate it to the party plaintiff, being able to attach the answer and its annexes or indicating their availability in the electronic and physical file.

The response to the request for arbitration must meet the requirements indicated in article 33 of this Regulation.

Article 90. Opportunity of the defendant to consign the payment.

Once the deadline for the response or the agreed extension has expired, if it were the case, the Executive Directorate will notify the defendant so that within the (5) business days, enter the payment of fifty percent (50%) of the total initial costs in accordance with the Partial Administrative Regulation. The defendant may request an extension of no more than five (5) business days or make a special payment request to the Executive Committee in accordance with the Partial Administrative Regulation.

If the defendant does not consign the payment of the initial costs that corresponds to it within the established term or the extension if applicable, the plaintiff must consign said payment within the period indicated by the Executive Directorate.

In the event of a special request for payment agreed by the Committee Executive, after the deadline to consign the first installment, the Executive Directorate notify the plaintiff of the deadline for consigning all the costs initials corresponding to the defendant.
In case of non-payment of any of the subsequent installments, the Directorate Executive will notify the plaintiff of the term to record the costs remaining initials that correspond to pay the defendant.

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If the plaintiff does not consign the payment that corresponds to the expiration of the term, the Executive Directorate will order the filing of the file, without prejudice to the right of the plaintiff to present the same claims in a new request for arbitration.

Article 91. Opportunity of Counterclaim.

In the event of a counterclaim, the defendant-reclaimer may present in physical or via email, in separate documents, the answer and the counterclaim to the arbitration request, duly signed in accordance with the provisions of article 9 of this Regulation, in a non-editable attached file (PDF) to the email addresses indicated in the Regulations for the Handling of Procedures through Electronic Means. If they were submitted by mail email, the Executive Directorate will proceed to incorporate it into the file email and print a copy of the same and its annexes that they will rest in the physical file printing costs will be borne on behalf of the defendant-claimant.

Article 92. Content of the Counterclaim.

The counterclaim must contain:

1. Description of the nature and circumstances of the controversy that originates the counterclaim and its legal basis, accompanied by the instruments or supporting documents.
2. Indication of the claims and the amounts claimed.
3. The estimate of the value of the counterclaim.
4. The Fiscal Information Registry (RIF) of the defendant-defendant or any other requirement established by the legal system.
5. Proof of payment of the registration service fee, including of the document evidencing the payment of the taxes that are caused or of withholding or collection obligations, as the case may be, in accordance with the established in the Partial Administrative Regulation. Said payment is not reimbursable and covers initial operating expenses.

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Unique Paragraph: For the purposes of determining the service fee administrative and security deposit of arbitrator fees, will be considered the original claim and the counterclaim as two different procedures and are the provisions of the Partial Administrative Regulation will apply to each of them for the calculation of the administrative service fee and security deposit of arbitrator fees.

Article 93. Opportunity of the defendant-claimant for the payment consignment.
Within three (3) business days of receipt of the counterclaim, the Executive Directorate will notify the defendant-claimant party so that within five (5) business days, deposit the payment of fifty percent (50%) of the total initial costs of the counterclaim in accordance with the Partial Administrative Regulation.

The defendant-claimant party may request the Executive Directorate an extension of no more than five (5) business days or make a special request for payment to the Executive Committee in accordance with the Partial Administrative Regulation.

Unique Paragraph: Once this term has elapsed, that of the extension, if any, or at the expiration of the first corresponding agreed installment without having received the payment, the Executive Directorate may order the filing of the counterclaim.

Article 94. Reply to the counterclaim.
Verified the payment of the defendant-claimant of all the initial costs or the first agreed installment, the Executive Directorate will notify the plaintiff-counterclaimed party so that within a period of ten (10) days business days can file a reply to the counterclaim.
The replica must meet the requirements established in article 33 of this Regulations and may be submitted physically or via email to the email addresses indicated in the Regulations for the Handling of Procedures through Electronic Means, by sending in file non-editable attachment (PDF).

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If the reply is submitted via email, the Executive Directorate proceed to the incorporation into the electronic file and to the printing of a copy and its annexes that will rest in the physical file. The costs for printing will be borne by the plaintiff-reclaimed.

Exceptionally, the claimant-reconvened party may request the Directorate Executive, an extension of no more than ten (10) business days for the presentation of the replica. Said term may or may not be granted by the Executive Directorate of according to the circumstances of the case.

Unique Paragraph: The Executive Directorate will incorporate into the respective file the counterclaim and its annexes, it is not necessary to send an attached file or Physical delivery of a copy of the aforementioned documents to the parties.

Article 95. Opportunity of the complainant-reconvened for the payment consignment.

Expiration of the period established to make the reply to the counterclaim or extension agreed, the Executive Directorate will inform the plaintiff-reconvened party so that within five (5) business days, deposit the payment of fifty percent (50%) of the total initial costs of the counterclaim under Partial Administrative Regulation. The counterclaimant may request the Executive Directorate an extension of no more than five (5) business days or make a special request for payment to the Executive Committee in accordance with the Partial Regulations Administrative.

If the defendant-plaintiff does not consign the payment of the initial costs that corresponds within the established term or the extension if applicable, the defendant-defendant must consign said payment within the term indicated by the Executive Directorate.

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In the event of a special request for payment agreed by the Committee Executive, after the deadline to consign the first installment, the Executive Directorate will notify the defendant-claimant of the term for it to consign the entire of the initial costs that corresponds to the counterclaimant.

In case of non-payment of any of the subsequent installments, the Directorate Executive shall notify the defendant-claimant of the term for it to record the remaining initial costs that must be paid by the counterclaimant.

If the defendant-claimant does not consign the payment that corresponds to the expiration of the term, the Executive Directorate may order the filing of the counterclaim.

Article 96. File of the counterclaim.

In the case of filing the counterclaim, the Executive Directorate will order the opening of a separate notebook where the documents related to the processing of the counterclaim.

Article 97. Designation of the arbitrator.

Controversies in the abbreviated arbitration procedure will be resolved by an arbitral tribunal composed of a sole arbitrator, however, the parties may establish by common agreement that it be by three (3) or more arbitrators.

Once the Executive Directorate has notified the parties that all of the initial costs have been consigned, they will have a term of five (5) days able to designate by mutual agreement the sole arbitrator. If there is no agreement, the sole arbitrator will be appointed by the Executive Committee in accordance with the Regulations for the Designation and Appointment of Arbitrators by the Committee Executive of the Arbitration Center of the Chamber of Caracas.

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Article 98. Notification to the arbitrator.

Once the sole arbitrator has been appointed, the Executive Directorate will notify the brevity.

Within a period of three (3) business days from the notification of your appointment, the arbitrator must indicate whether or not he accepts the position. With the acceptance the arbitrator must notify the Executive Director in writing of any circumstance likely to call into question their independence and impartiality, being able to consider the national or international guidelines regarding conflict of interest that may exist and must sign the "Rules of action and ethics" and the "Declaration of independence and compliance with CACC standards".

If the arbitrator makes observations, there are objections from the parties or if he presents a recusal, he will apply the procedure provided in section III of this Regulation.

Unique Paragraph: The silence of the arbitrator at the expiration of the term regarding this notification will be understood as the rejection of his appointment. In any case, the acceptance or rejection of the charge by an arbitrator will be notified to all the parts.

Article 99. Constitution of the arbitral tribunal.

Within five (5) business days following the date on which the notified to the parties who will make up the arbitral tribunal, the Executive Directorate will convene the arbitrators and the parties for the hearing on the constitution of the arbitral tribunal.

At said audience, the file prepared by the Directorate will be reviewed. Executive, which must be available to the parties and the arbitrator. To celebrate the audience, the presence of the Executive Director or whoever makes their times, of the arbitrator and the parties accompanied by the arbitrator will have the right to be present lawyer who assists him or his representatives.

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After the audience, the constitution act of the arbitral tribunal will be drawn up.

It will be signed by the Executive Directorate or whoever acts as such, the arbitral tribunal and the parties or representatives who have attended.

Article 100. Mission Act.

In the constitution hearing of the arbitral tribunal, or within five (5) days following business days, the parties must present a project of mission certificate.

After this term, the arbitral tribunal will have ten (10) business days to prepare the final mission statement. The mission statement must contain the requirements demanded in article 58 of this Regulation.

The mission statement must be signed by the parties or their representatives and by the arbitrators. In case of assistance, the record must be signed by the party and whoever attend. The Executive Directorate will notify the parties so that within a period within five (5) business days following their communication, they sign the mission certificate. If a party refuses to sign it must, within the term indicated above, state by writing their reasons for not doing so. The arbitrators will rule on such allegations and must ratify or modify it within a period of five (5) days skillful.

After approving the mission statement or after they are incorporated the amendments, the arbitral tribunal shall grant the party that refused to sign it a period of three (3) working days for its signature. If you still refuse to sign the record, it will be left record in the file and the arbitration proceeding will continue without further delay.

The date of the mission certificate will be the date of its signature by the last of the parties, and if any of them refuses to do so, it will be considered as the date of the same, the last day of the maximum term to sign it.

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Article 101. Deadline for issuing the award.
The term for the arbitral tribunal to issue the award shall not exceed three (3) months counted from the date of the mission certificate. This period may be extended, by the Executive Directorate at the request of the arbitral tribunal.

Article 102. Clarification, correction and complementation of the award.
Within ten (10) business days from the date of notification of the award, the parties may request its clarification, correction or complementation.

The request will be made to the Executive Directorate, who must notify the other party and to the arbitral tribunal. The other party will have a period of five (5) business days from the date of said notification, to make their observations within the ten (10) business days following the expiration of this last period, the court arbitrator will rule on the request, clarifying, correcting, supplementing the award or rejecting the request.

The arbitral tribunal may, on its own initiative, within five (5) business days following the date of the award, correct any material error, calculation, transcription or any other errors of a similar nature contained therein.

In both cases, the decision made by the arbitral tribunal shall be in writing, It will have the form of an addendum to the award and will constitute part of it.
Unique Paragraph: After the term of ten (10) business days has elapsed without the court ex officio arbitrator clarifies, corrects or complements the award or once the dispute is resolved request made by the parties in accordance with the previous article, it will be considered that the arbitral award is final and unappealable in accordance with the rules of this Regulation.

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Article 103. Application of the General Regulations of the CACC.

Anything not provided for in this Book regarding the abbreviated arbitration procedure will be governed by the rules set forth in the Third Book of these Regulations that govern the arbitration procedure.

BOOK V
OF MEDIATION

Article 104. Of mediation.

Mediation is the mechanism by which the parties in conflict seek to reach an agreement under the advice of a neutral third party called a mediator.

Article 105. On the request for mediation.

The party that takes the initiative to go to the mediation procedure, will direct its application duly signed in accordance with the provisions of article 9 of this Regulation.

The request may be submitted physically or via email. If the request is submitted via email, it must be sent to the addresses of mail indicated in the Regulations for the Management of Procedures through Electronic Media, by sending a non-editable attached file (PDF).

Once the request and its annexes have been received, the Executive Directorate will proceed to the incorporation into the electronic file and the printing of a copy that will rest in the physical file. Printing costs will be borne on behalf of the applicant.

Article 106. Mediation request requirements.

The request for mediation must contain:

1. The request that the dispute be submitted to mediation.
2. The identification of the parties and their representatives or attorneys who attend, including physical and electronic addresses and telephone numbers.

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3. The differences or issues subject to mediation. Document in which record the mediation agreement(s).
4. The estimate of the value of the request for mediation.
5. Any pertinent indication and any observations in relation to the place of holding the hearing(s), and the language of the mediation.
6. Proof of payment of the Registration Service Fee.

First Paragraph: If the applicant for mediation fails to comply with any of these requirements, the Executive Directorate will set a deadline for it to proceed to the compliance; failing that, upon expiration thereof, the Executive Directorate will order the filing of the file, without prejudice to the applicant's right to submit the same differences or issues at a later date mediation on a new application.

Paragraph Two: All requests for mediation must be accompanied by the Fiscal Information Registry (RIF) and proof of payment of the Fee Corresponding Registration Service in accordance with the provisions of the Partial Administrative Regulation. Said payment is non-refundable and covers the initial operating expenses of the mediation procedure.

Article 107. Acceptance of the request for mediation.

If the request for mediation meets the requirements set forth in this Regulation, the Executive Directorate must accept it.

Once the application is accepted, the Executive Directorate will require the requesting party of the mediation, the payment of fifty percent (50%) that corresponds to concept of initial costs of mediation, in accordance with the provisions in the Partial Administrative Regulation.

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If the applicant does not consign the payment of the part of the initial costs of the mediation that corresponds to it within the established period, the Executive Directorate will order the filing of the file.

Article 108. Notification of the request for mediation.
Within five (5) business days following the date of consignment of payment of the mediation applicant, the Executive Directorate will notify the other party of the content of the requested mediation. Said notification will be made in accordance with the provisions of article 32 of this Regulation.

Likewise, it will indicate the term for consigning the payment of fifty percent (50%) that corresponds to you for the initial costs of the mediation of in accordance with the provisions of the Partial Administrative Regulation.

If you do not consign the payment of the part, the initial costs of the mediation that correspond within the established term, the Executive Directorate may order the mediation file and refund of ninety percent (90%) of the payment consigned as a guarantee deposit of the mediator's fees to the party that has consigned them in accordance with the provisions of the Regulation Partial Administrative.

Unique Paragraph: In the event of mediation filing, the refund will not proceed of the administrative service fee.

Article 109. Designation of the mediator.
Consigned the payment of the totality of the initial costs of the mediation, the Executive Directorate will proceed, unless otherwise agreed, to the appointment of the mediator attending to the specialty of the conflict. The Executive Directorate will notify the parties in writing of the designation and will set a period of three (3) days qualified for them to make their observations.

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Once the mediator has been designated, the Executive Directorate will notify him as soon as possible so that within a period of three (3) business days you state whether or not you accept the position and accompany duly signed, the "Rules of action and ethics", the "Declaration of independence and compliance with CACC standards" and the disclosure of any circumstance likely to call into question its independence or impartiality vis-à-vis the parties. The silence of the mediator expiration of the term with respect to this notification shall be understood as the refusal to his designation. In any case, the acceptance or rejection of the position by the mediator will be notified to all parties.

If the designated mediator makes observations or disclosures of facts or circumstances that could compromise his independence and objectivity in the case, the Executive Directorate will communicate it to the parties so that they, within a period three (3) business days from the sending of the communication, state in writing his agreement or not with the appointment. If either party object to the designation on grounds, the appointment will not proceed. In this case, the Executive Directorate will revoke the designation and proceed to a new in accordance with the procedure that applies or the order of selection agreed. If there is no objection by any of the parties, or their silence to the expiration of the term, the Executive Directorate will proceed to notify its designation.

If the parties, by mutual agreement, nominate a person who does not is part of the list, it will be up to the Executive Directorate to ratify or not its appointment, provided that you sign the "Rules of conduct and ethics", the

"Declaration of independence and compliance with CACC rules" without reservations, or, although with reservations, does not provoke any objection from the parties.

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Article 110. Mediation hearing.

The mediator will proceed as soon as possible to notify the Executive Directorate the date and time for the mediation hearing to take place so that it is notify the parties. The mediator may, in agreement with the parties, decide perform more than one session.

The mediation audiences(s) may be held through media emails that are previously agreed with the parties, the mediator and the team of the CACC in accordance with the provisions of the Regulations for the Management of Procedures through Electronic Means.

If the audience cannot be held due to the absence of one of the parties, prior mediator's report, the mediator may call for a new hearing. Snap nor could it be carried out due to the absence of any of the parties, it will be left proof of the impossibility of mediation, signed by those present and the mediator.

Article 111. Act of mediation.

If an agreement is reached between the parties, an act of mediation to be signed by them and the mediator. If there is total agreement or partial, the points of agreement will be clearly and definitely indicated in the minutes, determining the obligations of each party, the term for their fulfillment, their amount and other agreements.

The mediation act will be transformed into an award, unless otherwise agreed by the parts. For this purpose, the Executive Directorate will appoint the mediator of the case as sole arbitrator, who must give the agreement the form of an arbitral award reached, in order to be recognized and executed as an award.

In the event of not agreeing to hold additional hearings, or of not achieving an agreement between the parties, the action of the mediator will be terminated, if which will be recorded in the minutes signed by those present and the mediator.

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Unique paragraph: In case of being appointed as sole arbitrator for the purposes of the conversion of the mediation act into an award, the Executive Directorate will order the parts to be consigned within five (5) business days following their appointment, twenty-five percent (25%) of the amount corresponding to the fees as sole arbitrator calculated based on the estimate of the value of the mediation request.

The award will not be made until the payment of the fees is consigned

Article 112. Confidential nature of mediation.

Both the mediators and the parties participating in a mediation must keep the proper reserve and what is ventilated in it, will not affect processes subsequent The mediator is disabled to act in any process judicial or arbitral proceedings related to the disagreement object of the mediation, either as an arbitrator, either as a proxy or advisor to any of the parties. In addition, the parties agree not to call the mediator as a witness in said processes.

These General Regulations have been approved by the Board of Directors of the Chamber of Commerce, Industry and Services of Caracas, in Caracas to the twenty-one (21) days of the month of April of the year two thousand and twenty-two (2022), and will enter in force on the twenty-sixth (26th) of the month of May of the year two thousand and twenty-two (2022).

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