

ARBITRARE ARBITRATION RULES*

CHAPTER I

GENERAL PROVISIONS

Article 1

Scope of application

The present Rules shall apply to arbitration proceedings that are referred for dispute resolution to ARBITRARE - Arbitration Centre for Industrial Property, Domain Names, Trade Names and Corporate Names, hereinafter referred to as ARBITRARE.

Article 2

Competence of ARBITRARE

1 – Any disputes concerning interests of a patrimonial nature in matters of industrial property, .PT domain names, trade names and corporate names, may be submitted to be resolved by the arbitral tribunal provided that they are not submitted exclusively to a court of law or to compulsory arbitration by special law.

2 – The previous paragraph shall not apply in cases in which there are affected parties unless these affected parties accept to submit to arbitration.

Article 2-A

Affected parties

For purposes of these Rules, the affected parties are persons or entities that may be directly harmed by the occurrence of the arbitral proceedings.

Article 3

Composition of ARBITRARE

1 – ARBITRARE consists of:

- a) An information service;
- b) A mediation service;
- c) An arbitral tribunal.

2 – The members of the governing bodies indicated in article 5 paragraph 1 of the ARBITRARE Association Statutes shall not perform the duties of arbitrators, mediators or lawyers in proceedings which are carried out within the scope of ARBITRARE.

Article 4

Powers of ARBITRARE chairman of the Board of Directors

1 – In the absence of a specific provision in these Rules, the chairman of the Board of Directors of ARBITRARE is responsible for deciding all incidents that may arise up to the constitution of the arbitral tribunal, notwithstanding the jurisdiction of the arbitrators.

2 – All powers conferred by these Rules to the chairman of the Board of Directors may be delegated to one of the members of the Board.

Article 5

Absence and Impediments of the chairman of the Board of Directors

1 – The chairman of the Board of Directors of ARBITRARE shall be replaced, in his absence, by the member of the Board appointed for that purpose.

2 – The chairman of the Board of Directors of ARBITRARE is prevented from carrying out procedural management functions inherent to its position, in particular those conferred by the present Rules, when parties are involved in which the chairman performs or has performed duties or when he has any direct or indirect, personal or economical interest on the outcome of the proceedings.

3 – The regime provided for in the preceding paragraph applies, with all necessary adaptations, to the remaining members of the Board of Directors of ARBITRARE.

Article 6

Arbitration agreement

- 1 – Submitting the dispute to decision and award by the arbitral tribunal depends, under the terms of the Portuguese Law on Voluntary Arbitration, on the agreement of the parties.
- 2 – The arbitration agreement must be in writing and must unequivocally show the intention of the parties to submit the resolution of the dispute to ARBITRARE.
- 3 – The intention of the parties, as mentioned in the previous paragraph, implies the acceptance of the Rules in force at ARBITRARE, which shall be considered an integral part of the arbitration agreement.
- 4 – The arbitration agreement can be revoked by written agreement between all the parties, up until the arbitral award is made.

Article 7

Non-existence of prior arbitration agreement

- 1 – When no prior arbitration agreement exists, the interested party may, with a view to possibly submitting the dispute to decision and award by ARBITRARE, submit an initial petition under these Rules.
- 2 – Once the initial petition is received, as mentioned in the preceding paragraph, the ARBITRARE information service will offer, within the shortest possible time period, the necessary information and clarification to the persons or entities listed by the claimant, in order to assess their willingness to submit the dispute to arbitration. Furthermore they will be informed of ARBITRARE Rules, of the identification of the claimant and of the subject matter of the proceedings as described in the Initial petition, as well as other relevant information deemed necessary for a free and informed decision.
- 3 – When the procedures described above do not result in an arbitration agreement or, when the latter exists, there are affected parties which do not accept it, ARBITRARE shall archive the proceedings for lack of conditions for arbitrability and inform all parties concerned. A certificate shall be issued upon request.

Article 8

Bilingual nature of the Centre

- 1 – ARBITRARE can operate in the Portuguese or English language.
- 2 – The parties shall decide upon agreement which of the languages mentioned in the previous paragraph shall be chosen for the procedural acts.

3 – Failing indication by the parties or agreement between them concerning the language to adopt, they shall accept, if necessary, the use of both languages in the same arbitral proceedings and mutually forego the necessity to translate the procedural documentation.

4 – When under the terms of the previous paragraph, the Portuguese and English language are being used in the same proceedings, the arbitral tribunal shall make the arbitral award in any of those languages and ARBITRARE shall ensure the translation into the language which has not been used in the arbitral award.

5 – If any evidence or other document relevant to the proceedings is presented in a different foreign language, the arbitral tribunal can order the parties to provide the respective translation into Portuguese or English.

6 – Notwithstanding the provisions outlined in paragraphs 1 and 2, any party may be accompanied by a translator during the required procedural acts and, when so justified, the tribunal may determine that any of the parties ensures a translator or interpreter at its own expense.

Article 9

Interim measures

1 – The acceptance of the present Rules, unless otherwise agreed by the parties involved, shall involve granting the arbitral tribunal powers to order appropriate interim measures.

2 – The arbitral tribunal may make the granting of any such measures conditional upon appropriate security being provided by the party in whose favor they are ordered.

CHAPTER II

INFORMATION AND MEDIATION SERVICES

Article 10

Information service

1 – The information service consists of experts with legal and specific training in the matters covered by the legal scope of ARBITRARE.

2 – The information service is responsible, *inter alia*, for developing the following duties:

- a) Providing technical and administrative information;

- b) Liaising between the parties and possible affected parties, providing adequate information regarding ARBITRARE Rules, and all other aspects necessary for the decision of the parties and existing affected parties regarding mediation and an eventual adherence to arbitration;
- c) Performing all acts necessary for the instruction and subsequent procedural steps that take place in ARBITRARE;
- d) Recovering and collecting procedural costs;
- e) Ensuring the duties related to administrative and financial organization of ARBITRARE, following instructions from the chairman of the Board of Directors of ARBITRARE.

Article 11

Mediation service

1 – The mediation service is supported by the information service, and consists of a number of mediators selected from a list made available by ARBITRARE. This list contains, in alphabetical order, the names of professionals considered to have adequate training to perform the role of mediator.

2 – The mediator is a professional specialized in acting in a neutral and impartial way, divested of powers of imposition, clarifying and supporting the parties with a view to obtain a fair and equitable settlement that will end the dispute.

CHAPTER III

ARBITRAL TRIBUNAL

Article 12

Number of arbitrators

1 – The arbitral tribunal may comprise a sole arbitrator or three arbitrators.

2 – When the parties fail to agree on the number of arbitrators, the arbitral tribunal shall comprise a sole arbitrator.

Article 13

Arbitrator requirements

1 – In addition to the qualifications eventually agreed upon by the parties, arbitrators shall be fully capable natural persons.

2 – Arbitrators shall also be and remain independent, impartial and available, thus complying with the requirements of the present Rules and the attached Code of Ethics.

Article 14

Appointment of arbitrators

1 – If the arbitral tribunal comprises a sole arbitrator, his appointment shall be made by agreement of the parties or, if the parties fail to appoint, by the chairman of the Board of Directors of ARBITRARE.

2 – If the arbitral tribunal comprises three arbitrators, each party shall appoint one arbitrator. The third arbitrator, who chairs the tribunal, will be appointed by agreement of the arbitrators appointed by the parties, within the time limit of 15 days counting from the last acceptance of the appointment. Whenever affected parties exist, they shall appoint an arbitrator in agreement with the defendant or, in failing to do so, the arbitrator shall be appointed by the chairman of the Board of Directors of ARBITRARE.

3 – If the arbitrators fail to appoint an arbitrator or fail to agree upon its appointment, such appointment shall be made by the chairman of the Board of Directors of ARBITRARE, under paragraph 2 above.

4 – If the arbitral tribunal comprises a sole arbitrator or three arbitrators and one of the parties appointed an arbitrator and the other party fails to give his opinion regarding this choice, the appointed arbitrator shall integrate the arbitral tribunal.

5 – When the chairman of the Board of Directors is required to appoint any arbitrator, the appointment shall be made within the names of arbitrators from the list referred to in paragraph 6 of the present article and only exceptionally and by reasoned order may he appoint a person not included in the mentioned list.

6 – ARBITRARE provides a list of arbitrators containing, in alphabetical, order the names of renowned and reputed persons whose experience and professional qualifications offer guarantees of integrity and reputability to perform the role of arbitrator.

7 – The arbitrator appointed by the parties or by the arbitrators to comprise the arbitral tribunal may or may not be included in the list referred to in paragraph 6 of this article.

Article 15

Multiple parties

1 – Where there are multiple parties, the claimants as a group, the defendants as a group and the affected parties as a group, shall each be deemed to constitute a party for the purposes of appointment of arbitrators.

2 – When the arbitral tribunal comprises three arbitrators, if the claimants, the defendants or the affected parties fail to agree amongst them on the appointment of the arbitrator, the appointment shall be made by the chairman of the Board of Directors of ARBITRARE in accordance with article 14 paragraph 5.

3 – In the case foreseen in the previous paragraph, the chairman of the Board of Directors of ARBITRARE may appoint all arbitrators and indicate which one of them shall be the chairman, if it becomes clear that the parties that failed to jointly appoint an arbitrator have conflicting interests regarding the substance of the dispute, and in such event the appointment of the arbitrator meanwhile made by one of the parties shall become null and void.

Article 16

Acceptance of appointment

1 – No person may be obliged to act as arbitrator; however, once the appointment is accepted, withdrawal shall merely be legitimated on the grounds of supervening circumstances that prevent him from fulfilling his duties, once this is acknowledged by the chairman of the Board of Directors of ARBITRARE, under penalty of being held liable for the damages caused.

2 – Upon acceptance of appointment, the arbitrator undertakes to exercise his duties under these Rules and to respect the Code of Ethics annexed hereto.

3 – Each appointed arbitrator shall sign a statement of acceptance of the appointment within the time limit of 15 days counted from the communication of such appointment. If, however, within that period, he does not declare to accept the appointment nor in any other way reveals his intention to act as arbitrator, such arbitrator shall be deemed as not accepting the appointment.

4 – Upon acceptance of the appointment the arbitrator shall sign a statement of acceptance, availability, impartiality and independence, herein he shall disclose any circumstances which may, from the parties' perspective, give rise to reasoned doubts as to his availability, impartiality or independence.

5 – When the arbitration proceedings are underway, arbitrators shall disclose without delay any new circumstance which may, from the parties' perspective, give rise to reasoned doubts as to his availability, impartiality or independence.

6 – The arbitral tribunal is considered constituted on acceptance of the appointment by all comprising arbitrators.

Article 17

Challenge of an arbitrator

1 – An arbitrator can only be challenged if circumstances exist which may give rise to legitimate doubts regarding his availability, impartiality or independence, or if he does not possess the qualifications required and agreed upon by the parties.

2 – The party may not challenge the arbitrator it appointed unless a supervening cause for challenge occurs or in the case of supervening knowledge of circumstances capable of leading to legitimate doubts regarding the availability, impartiality or independence of the arbitrator at the time of appointment.

3 – The challenge is inferred by application to the chairman of the Board of Directors of ARBITRARE within 5 days counting from the day on which the ground for the challenge has become known to the party making the challenge. The application is served to the opposite party, to the arbitrator whose challenge is at issue, and to the remaining arbitrators. Any of them may issue an opinion within a period of 5 days. The chairman of the Board of Directors of ARBITRARE is responsible for the assessment of the challenge of the arbitrator.

4 – The chairman of the Board of Directors of ARBITRARE may exceptionally, after hearing the parties and the members of the arbitral tribunal, officially refuse the appointment of an arbitrator by either party if there is a justified suspicion of a serious or highly relevant fault regarding availability, impartiality or independence.

Article 18

Replacement of an arbitrator

1 – In the event of death or permanent incapability of an arbitrator to exercise his function, or if the arbitrator submits an excuse, terminates his duties following a decision taken by the chairman of the Board of Directors of ARBITRARE under the previous article or if by any other reason his appointment becomes ineffective, he shall be replaced in accordance with the rules applicable to the appointment of arbitrators, with all necessary adjustments.

2 – Exceptionally the chairman of the Board of Directors of ARBITRARE may after hearing the parties and the arbitral tribunal, replace an arbitrator on his own initiative, if the arbitrator does not perform his duties in accordance with these Rules and the Code of Ethics attached hereto

3 – Should a replacement of an arbitrator take place, the arbitral tribunal, after hearing the parties, shall decide if the procedural acts that already took place should be considered and to what extent.

CHAPTER IV

CONDUCT OF THE ARBITRAL PROCEEDINGS

Article 19

Fundamental principles

The arbitral proceedings should meet the following fundamental principles:

- a) The parties are treated with absolute equality;
- b) The defendant is ordered to present defence;
- c) In all stages of the proceedings, a strict observance of the contradictory principle is guaranteed;
- d) The parties must be heard, orally or in writing, before the final arbitral award is made.

Article 20

Location of the arbitration

Arbitration takes place in the headquarters of ARBITRARE or in any other suitable location chosen upon agreement of the parties.

Article 21

Initial petition

1 – Whoever wishes to submit a dispute to an arbitral tribunal with ARBITRARE shall present an initial petition to this effect.

2 – The initial petition must contain, in particular:

- a) The identification of the parties and possible affected parties, as well as their respective addresses and e-mail addresses;
- b) A summarised and a complete description of the dispute and the contentions of law which form the basis of the claim, as well as a succinct but precise presentation of the claims;
- c) Indication of the value of the dispute;

- d) Reference to the language chosen to be adopted in the arbitral proceedings, under the terms foreseen in article 8;
- e) The composition of the arbitral tribunal and the appointment of the arbitrator for whose appointment he is responsible.

3 – The initial petition must be accompanied by the arbitration agreement, by the probative documents of the alleged facts, referring other documents or means of proof which might be presented, and also by the proof of payment of the procedural costs, under the terms of the ARBITRARE Regulation for Procedural Costs.

4 – Once the initial petition has been received, the information service shall order the opposite party to present defence and also notify possible affected parties to present allegations, in accordance with the following articles.

5 – The provisions of the previous paragraphs, with the necessary adaptations, are applicable to the situation foreseen in article 7 of the present Rules. The opposite party shall only be ordered to present answer and possible affected parties notified to present allegations, if the aforementioned actions result in an arbitration agreement.

Article 22

Answer to the initial petition

1 – The defendant is ordered to present his written answer, which must contain, in particular, the following:

- a) Complete identification, address and e-mail address at which he must be notified;
- b) His position on the dispute and on the claim;
- c) Reference to the language to be adopted in the arbitral proceedings, under the terms foreseen in article 8;
- d) The composition of the arbitral tribunal and the appointment of the arbitrator for whose appointment he is responsible.

2 – The time-limit to present written answer is 20 days. In especially complex cases and by request of the defendant, this time-limit may be exceptionally extended with a further 10 days, by decision of the chairman of the Board of Directors of ARBITRARE.

3 – The defendant may infer counterclaim in its answer, if the subject matter is covered by the arbitration agreement, by presenting the elements indicated in sub-paragraph b) of paragraph 2 of the previous article. The counterclaim must be accompanied by the probative documents of the alleged facts, referring other documents or means of proof which might be presented.

4 – The answer must be accompanied by the probative documents of the alleged facts, referring other documents or means of proof which might be presented, and also by the proof of payment of the procedural costs, under the terms of the ARBITRARE Regulation for Procedural Costs.

Article 23

Allegations

1 – The affected parties are notified to present allegations of what they deem fit, if wanting to do so. The allegations must contain the following:

- a) Complete identification, address and e-mail address at which they must be notified;
- b) Their position on the dispute and on the claim;
- c) Reference to the language to be adopted in the arbitral proceedings, under the terms foreseen in article 8.
- d) The composition of the arbitral tribunal and the appointment of the arbitrator for whose appointment he is responsible.

2 – The time-limit to present allegations is 20 days, which may be exceptionally extended with a further maximum 10 days in especially complex cases, by decision of the chairman of the Board of Directors of ARBITRARE.

3 – The allegations must be accompanied by the probative documents of the alleged facts, referring other documents or means of proof which might be presented, and also by the proof of payment of the procedural costs, under the terms of the ARBITRARE Regulation for Procedural Costs.

Article 24

Subsequent formalities

1 – Once the answer has been received, and if the defendant has inferred a counterclaim, the claimant will be notified to present an answer in 20 days, at its discretion.

2 – In the absence of an answer by the defendant and/or an answer to the counterclaim by the claimant and/or allegations by the affected parties, the arbitral tribunal shall decide based on the elements available in the file of the proceedings.

3 – ARBITRARE shall submit to the arbitral tribunal, to decide on their admissibility, all requests, answers, pleadings and any other documents submitted after the lapse of the respective time-limit, or when doubts exists on whether they were submitted in accordance with the law.

Article 25

Means of proof

- 1 – The arbitral tribunal accepts any evidence accepted by law, including testimonial and expert evidence, and such evidence should be produced or presented by the parties.
- 2 – Each party may present a maximum of three witnesses, except in especially complex cases, where the maximum limit may be multiplied to twice its number, although no more than two witnesses per fact shall be accepted.
- 3 – On its own initiative or upon request by any party, the arbitral tribunal may:
 - a) Hear personal depositions from the parties;
 - b) Hear third parties;
 - c) Arrange for the delivery of documents in the possession of the parties or third parties;
 - d) Conduct first hand examinations or inspections;
 - e) Appoint one or more experts, define their terms of reference and receive their depositions or reports.

Article 26

Mediation

- 1 – Once the time-limit referred to in article 22 paragraph 2, article 23 paragraph 2 and article 24 paragraph 1 of the present Rules has ended, ARBITRARE will invite the parties and existing affected parties to resolve the dispute through mediation, notifying them of the date of the mediation session.
- 2 – If the parties say nothing within 5 days, the invitation for the mediation stage shall be considered rejected.
- 3 – Mediation may be carried out through electronic means or in person. In the case of the latter, the parties shall appear personally and accompanied by their representatives or assistants if these exist.
- 4 – The agreement resulting from mediation is confidential, unless otherwise expressly stated by the parties.
- 5 – The agreement, once approved by the arbitral tribunal, has the same value as an arbitral award.

Article 27

Conclusion of the mediation

- 1 – The mediation terminates when:

- a) The mediator and the parties sign the record of proceedings that registers the agreement obtained as a result of the mediation stage;
- b) The written report of the mediator concludes that, after hearing the parties, new efforts to reach an agreement are not justified;
- c) Any of the parties states its wish to the mediator to put an anticipated end to the mediation.

2 – If the mediation does not result in an agreement which ends the dispute, the mediator submits the file of the proceedings to ARBITRARE to proceed to the arbitral tribunal, accompanied by the document mentioned in sub-paragraphs b) or c) of the previous paragraph, depending on the situation.

3 – No more than 30 days may pass between receipt of the file of the proceedings by the mediator and its return to ARBITRARE, together with one of the documents mentioned in paragraph 1. However, the chairman of the Board of Directors of ARBITRARE may exceptionally decide to extend this time-limit with another 15 days, if duly justified.

Article 28

Settlement

Until the making of the arbitral award, the parties may terminate the proceedings by settlement, and the arbitral tribunal, upon request of the parties, shall record such settlement in the form of an arbitral award on agreed terms, unless the content of such settlement is in violation of any principle of public policy.

Article 29

Hearing

1 – The parties will be notified with a minimum of 5 days in advance of all hearings of the arbitral tribunal and also of the actions carried out with the purpose of examining documents and locations.

2 – The arbitral tribunal can ask any other entities to co-operate or designate its representative for the actions to be carried out when evidence is to be produced in a place other than the seat of the arbitration.

3 – By agreement of all parties and whenever there are adequate conditions, the hearing can be carried out by videoconference.

4 – The hearing may be waived by agreement of the parties and the Tribunal shall then make an award based on the elements from the file of the proceedings.

5 – The hearing may also be waived by the arbitral tribunal when foreseen by law or when the simplicity of the case, the sufficiency of the procedural documentation or of the evidence presented by the parties, renders it dispensable.

Article 30

Suspension of the hearing

- 1 – The arbitral tribunal may only suspend the hearing on one of the following grounds:
 - a) Temporary absence of a witness whose testimony is indispensable for the resolution of the dispute;
 - b) Presentation of documents or production of other means of proof;
 - c) Indication that the parties may come to an agreement.
- 2 – The hearing cannot be suspended more than once, or for a period of over 20 days.

Article 31

Arbitral award

- 1 – Once the taking of evidence has ended, the arbitral tribunal shall decide the dispute within a maximum of 30 days.
- 2 – The arbitral award shall be rendered in writing and include:
 - a) The identification of the parties;
 - b) Reference to the arbitration agreement;
 - c) The object of the dispute;
 - d) The identification of the arbitrator(s) and indication of the form of their appointment;
 - e) The location of arbitration, the place and the date on which the arbitral award was rendered;
 - f) The grounds for the award, except if the parties waived such requirement or if the award was made based on agreement of the parties obtained by settlement;
 - g) The signature(s) of the arbitrator(s).
- 3 – The arbitral tribunal shall decide in accordance with the law, unless the parties have expressly chosen a decision *ex aequo et bono*.
- 4 – The award on the merits of the dispute, or which terminates the arbitral proceedings without a decision on the merits, is only subject to appeal to the competent state court if the parties expressly contemplated such possibility in the arbitration agreement, and provided that the dispute has not been decided *ex aequo et bono*.
- 5 – ARBITRARE shall notify the parties by sending them a copy of the arbitral award, once it has been rendered, within 5 days counting from its receipt by the Center. The original award shall be deposited at the office of ARBITRARE.

6 – The arbitral award concerning disputes in which one of the parties is an entity competent to grant rights in matters of industrial property, .PT domain names, trade names and corporate names, is public, unless the parties decide otherwise. Other arbitral awards are also public, excluding the identification details of the parties, unless any of these opposes thereto.

Article 32

Duration of the proceedings

1 – The arbitral award is made within a maximum of 3 months counting from the constitution of the arbitral tribunal, except if the parties have fixed a longer period in the arbitration agreement or in a document signed before appointing the arbitrators.

2 – The time-limits set out in paragraph 1 may be freely extended upon agreement by the parties

3 – The chairman of the Board of Directors of ARBITRARE, upon justified request by the arbitral tribunal, and after hearing the parties, may extend the time-limits established in the previous paragraphs one or more times, for successive periods of 3 months, unless both parties oppose such extension. The referred request must be presented with a minimum of 7 days in advance of the time-limit for the arbitral award to be rendered.

4 – Arbitrators who unjustifiably hinder the arbitral award being made within the stipulated time-limit, may be held liable for damages caused, under the terms of the law.

CHAPTER V

MISCELLANEOUS

Article 33

Presenting written submissions and documents

The written submissions, in particular the initial petition, the answer and the allegations shall be submitted, as a rule, electronically through the platform for dispute resolution available on the ARBITRARE internet page.

Article 34

Orders, notifications and communications

1 – Orders shall be done by any means that provides proof of receipt, namely by registered mail, fax, e-mail or by any other equivalent electronic means.

2 – The notifications and communications provided for in these Rules shall be made by e-mail, whenever possible, and the date of its expedition is deemed to be the date of performance of the procedural act.

3 – When it is not possible to notify or communicate under the terms of the preceding paragraph, the notifications or communications shall be made by registered mail or by any other written document with proof of receipt by the addressee.

4 – For the purpose of receiving ARBITRARE orders, notifications and communications, the parties are required to communicate any changes to their e-mail address and to their address.

Article 35

Time-limits

1 – Unless otherwise provided, the count of all time-limits specified in these Rules is continuous.

2 – The count of any time-limit shall commence on the first working day following the day on which the Orders, notifications or communications are deemed to be received, by the means described in the preceding article.

3 – When the time-limit for an act ends on a day on which ARBITRARE is closed, its term will be extended to the next working day.

4 – For purposes of the preceding paragraph, ARBITRARE is considered closed on non-working days.

5 – The time-limit for performing any act that is not foreseen in the present Rules, nor is the result of the will of the parties, is 7 days, extendable by determination of the chairman of the Board of Directors of ARBITRARE or the arbitral tribunal, as applicable.

Article 36

Procedural costs

Under the provisions of the ARBITRARE Regulation for Procedural Costs, all parties are subject to the payment of a sum destined to cover procedural costs.

CHAPTER VI

FINAL PROVISIONS

Article 37

Applicable regulations

1 – In addition to the applicable legal rules, the submission of the dispute to ARBITRARE requires acceptance by the parties of the present Rules and subsequent amendments made to it, as well as of the regulations that complement it and their respective amendments.

2 – The Rules applicable to the arbitration procedure are the ones in force on the commencement date of the arbitral proceedings, unless the parties have agreed to apply the Rules in force at the time of the arbitration agreement.

Article 38

Supplementary rules

1 – The parties can determine the rules applicable to the arbitration proceedings in the arbitration agreement, or subsequently, within the legal limitations and as long as they do not conflict with the non-revocable provisions of these Rules.

2 – The effectiveness of an agreement on procedural rules posterior to the beginning of the arbitral proceedings depends, as the case may be, on the approval of the chairman of the Board of Directors of ARBITRARE, up until the arbitral tribunal is constituted, or on the approval of the Tribunal, once it has been constituted.

3 – In the absence of determination of such rules by the parties, the arbitrators may choose the rules of procedure, as long as they respect the present Rules.

4 – Unless otherwise agreed by the parties or determined by the arbitrators, in all matters not foreseen in the present Rules the Portuguese Law on Voluntary Arbitration shall subsidiarily be applied.

**These Arbitration Rules have been updated according to the regulatory changes approved on 13 December 2012, 4 July 2012, 27 March 2014 and 4 April 2018.*

ANNEX

CODE OF ETHICS OF THE ARBITRATOR*

Article 1

General principle

- 1 – Any person who accepts to serve as arbitrator in an arbitration subject to the Arbitration Rules of ARBITRARE - Arbitration Centre for Industrial Property, Domain Names, Trade Names and Corporate Names, hereinafter referred to as ARBITRARE or Arbitration Centre, undertakes to perform his functions in accordance with the Rules of Arbitration and this Code of Ethics.
- 2 – Arbitrators undertake to be and remain independent and impartial, respecting and ensuring respect for the prestige and efficiency of arbitration as a fair means of resolving disputes.
- 3 – This Code of Ethics shall be interpreted and integrated, bearing in mind the International Bar Association Guidelines on Conflicts of Interest in International Arbitration.

Article 2

Acceptance of office as arbitrator

Anyone appointed to serve as arbitrator may only accept such office if he considers himself to be in a position to remain independent and impartial, possessing the knowledge necessary to consider the issue or issues that are the subject-matter of the dispute and, furthermore, that he has the time foreseeably necessary for the purpose.

Article 3

Impartiality and independence

- 1 – The arbitrator shall decide the issues submitted to his consideration with impartiality and independence.
- 2 – The arbitrator appointed by a party is not its representative or nominee and is, under all circumstances, subject to the ethical obligations laid down in this Code.

3 – The arbitrator may not allow any type of prejudice, personal interest, external pressure or fear of criticism to affect his decision.

Article 4

Duty of disclosure

1 – The arbitrator has the duty to disclose all facts and circumstances that may, from the parties' perspective, give rise to reasoned doubts as to the arbitrator's impartiality and independence, and this obligation remains in force until his power to decide terminates.

2 – Before accepting the appointment, the arbitrator shall inform the party that appointed him of the following:

- a) Any professional or personal relationship with the parties and its legal representatives and nominees that the arbitrator considers relevant;
- b) Any economic or financial interest, whether direct or indirect, in the subject-matter of the dispute;
- c) Any prior knowledge that he may have had about the subject-matter of the dispute.

3 – Upon acceptance of office, the arbitrator shall sign the statement of acceptance, availability, impartiality and independence foreseen in the ARBITRARE Arbitration Rules. This statement shall be updated if, during the arbitration proceedings, any new circumstance emerges that may, from the parties' perspective, give rise to reasoned doubts as to the arbitrator's independence or impartiality.

4 – If there is any doubt about the relevance of any fact, circumstance or relationship, the duty to disclose shall always prevail.

Article 5

Prohibition from communicating with the parties

1 – Before accepting the appointment, the arbitrator may, by accessing the ARBITRARE's online platform for dispute resolution, consult the summary description of the dispute, the identification of the parties, co-arbitrators, nominees if applicable, and the contents of the arbitration agreement.

2 – The arbitrator may not communicate in private with the parties or their nominees about the subject-matter of the dispute before the arbitral tribunal has been constituted.

3 – While the arbitral proceedings are pending, the arbitrator shall abstain from any communication with one of the parties and its nominees in respect of the subject-matter of the dispute and any other events that may take place during the arbitral proceedings.

Article 6

Duty of diligence

1 – The arbitrator shall conduct the arbitration in the fastest, most effective and most economical way compatible with the respect for the parties' procedural guarantees.

2 – The arbitrator shall dedicate to the arbitration all the time and attention necessary to fully understanding and considering the facts that are the subject-matter of the dispute.

Article 7

Fees and expenses

1 – The arbitrator's fees and the method of reimbursing expenses incurred in the exercise of his functions are determined exclusively under the ARBITRARE Regulation for Procedural Costs.

2 – An arbitrator who is appointed by a party is prohibited from adjusting his fees or expenses or any other remuneration related to the exercise of his functions with that party.

Article 8

Confidentiality

Without prejudice to the provisions of the Law and the ARBITRARE Arbitration Rules, the arbitrator shall respect the confidentiality of the proceedings and the arbitral award and may not use the information obtained during the arbitral proceedings with the aim of profiting, for his gain or the gain of a third party, or of damaging the interests of another.

Article 9

Prohibition from soliciting appointments

No one shall actively seek to be appointed for any arbitration, but any person may publicly advertise his experience in arbitral matters, subject to the duty of confidentiality.

**The present Code of Ethics of the Arbitrator was approved in 27 March 2014.*