

ARBITRATION RULES

OF THE ARBITRATION
CENTER OF MEXICO

► Presentation

Arbitration is a procedure recognized by international and Mexican law, to which private parties may resort to resolve and settle their commercial disputes without having them submitting them to courts. Thus, private parties obtain an impartial and final award, which has the same legal force as a court judgment.

The ordinances and regulations that today constitute the necessary grounds for the development and practice of national and international private commercial arbitration in Mexico are:

- Title Four of Book Five of the Mexican Code Commerce (Código de Comercio), which adopted the UNCITRAL Model Law on International Commercial Arbitration (Arbitration Law);
- The Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York Convention of 1958) ratified by Mexico in 1971; and
- The Inter-American Convention on International Commercial Arbitration (Panama Convention of 1975) ratified by Mexico in 1978.

Founded in 1997, the Arbitration Center of Mexico (CAM) is an independent institution specialized in providing services for administering and conducting private commercial arbitration proceedings.

Institutional arbitration with CAM offers the following advantages:

Efficiency: the use of information and communication technologies makes the arbitration procedure more expeditious than court proceedings; in addition, the arbitral award is not subject to appeal.

Certainty: the arbitral award has the same legal force as a court judgment; in accordance with the New York Convention of 1958 and the Arbitration Law, it may be enforced abroad.

Specialization: the arbitrators appointed by the parties and by CAM are specialized on the type of dispute submitted for their consideration.

Independence and impartiality: both CAM and the arbitrators appointed shall act independently and impartially.

Confidentiality: all arbitration proceedings conducted by CAM are confidential.

Low costs: promptness, certainty, and specialization make arbitration a more convenient procedure, which generally translates into an economic benefit compared to court proceedings.

Effectiveness: the arbitration procedure concludes with the issuance of a binding and final decision that ends the dispute.

CAM's management is entrusted to a General Council, which intervenes in the appointment and removal of arbitrators and in the quality control of the arbitral award, as well as to the Secretary General who is in charge of the day-to-day administration of the arbitral proceedings conducted by CAM.

CAM does not directly resolve the disputes that are submitted to it, but rather sets the conditions for the appointed arbitrator or arbitrators, who are in charge of settling the dispute.

The arbitration proceedings administered by CAM are governed by the **Arbitration Rules of the Arbitration Center of Mexico**.

These Rules contemplate the following:

- the filing of the request for arbitration and the parties' response thereto;
- the constitution of the arbitral tribunal;
- the effects of the arbitration agreement;
- the deposit to cover the arbitration expenses;
- the mission of the arbitrators and the conducting of the proceedings;
- the rendering and notification of the award;
- the final and enforceable nature of the award; and

- special provisions for simplified and small-amount claims arbitration.

Parties who agree to resort to CAM arbitration may do so by including an arbitration clause in their contracts or by entering into a separate arbitration agreement.

▶ Arbitration model clause of the Arbitration Center of Mexico

The Arbitration Center of Mexico (CAM) recommends that parties wishing to have recourse to CAM arbitration agree to do so by including the following arbitration clause in their contracts:

Spanish

“Todas las desavenencias que deriven de este contrato serán resueltas definitivamente de acuerdo con las Reglas de Arbitraje del Centro de Arbitraje de México (CAM), por uno o más árbitros nombrados conforme a dichas Reglas. El lugar del arbitraje será [ciudad, país], el derecho sustantivo aplicable será [normas de derecho aplicables] y el idioma del procedimiento será el [selección del idioma].”

English

“All disputes arising out of the present contract shall be finally settled under the Rules of Arbitration of the Arbitration Center of Mexico (CAM) by one or more arbitrators appointed in accordance with the said Rules. The seat of the arbitration shall be [city, country], the law applicable to the merits shall be [applicable rules of law] and the language of the arbitration shall be [selection of language].”

The Arbitration Center of Mexico (CAM) recommends parties who wish resort to CAM arbitration pursuant to the simplified and small amount-related claims arbitration rules contained in Appendix III of these Rules, to agree to do so by including the following arbitration clause in their contracts:

Spanish

“Todas las desavenencias que deriven de este contrato serán resueltas definitivamente de acuerdo con las reglas de arbitraje simplificado y de baja cuantía contenidas en el Apéndice III de las Reglas de Arbitraje del Centro de Arbitraje de México (CAM), por un árbitro nombrado conforme a dichas disposiciones. El lugar del arbitraje será [ciudad, país], el derecho sustantivo aplicable será [normas de derecho aplicables] y el idioma del procedimiento será el [selección del idioma].”

English

“All disputes arising out of the present contract shall be finally settled under the simplified and low-claim arbitration rules contained in Appendix III of the Rules of Arbitration of the Arbitration Center of Mexico (CAM) by one arbitrator appointed in accordance with the said provisions. The seat of the arbitration shall be [city, country], the law applicable to the merits shall be [applicable rules of law] and the language of the arbitration shall be [selection of language].”

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▶ Chapter One General Provisions

Article 1. The Arbitration Center of Mexico (CAM)

1. CAM is a private institution specialized in providing services for administering and conducting commercial arbitration proceedings.
2. CAM exercises its functions through a General Council and the Secretary General, in accordance with the terms of these Rules and CAM's Internal Regulation contained in Appendix I.

Article 2. Definitions

For the purposes of these Rules, the following terms and their meanings will apply:

1. "Terms of Reference" is the document referred to in Article 24 of these Rules;
2. "Claimant" means the complainant, which may consist of one person or more;
3. "Procedural Schedule" is the document prepared by the Arbitral Tribunal for the organization of the arbitration proceedings, after consultation with the Parties;
4. "CAM" means the Arbitration Center of Mexico;
5. "Communication" or "communications" are such communications made in writing by the Parties, by CAM'S bodies, or by the Arbitral Tribunal;
6. "General Council" means CAM's General Council;
7. "Statement of Defense" means the answer to the Statement of Claim and its exhibits, or the answer to the Counterclaim and its exhibits;
8. "Statement of Claim" means the complaint and its annexes, or the Counterclaim and its annexes;
9. "Respondent" means the respondent, which may consist of one person or more;

10. "Award" means, as the case may be, a provisional, interlocutory, partial, additional, or final award;
11. "Parties" means the Claimant and the Respondent on a jointly manner;
12. "President" or "President of the General Council" means the person who presides over CAM's General Council;
13. "Rules" or "CAM Rules" means these Arbitration Rules of the Arbitration Center of Mexico;
14. "Response" means the response to the Request for Arbitration and its exhibits, or the answer to the notice of counterclaim and its exhibits;
15. "Secretary" means CAM's Secretary General;
16. " Secretary General" means the head of CAM's Secretary General Office;
17. "Request" means the Request for Arbitration and its exhibits;
18. "Arbitral Tribunal" means the body in charge of settling the dispute submitted to the arbitration procedure. A Tribunal may consist of a sole arbitrator or a panel of three arbitrators.

Article 3. Communications

1. The Parties may submit their communications by physical delivery with an acknowledgment of receipt, via courier service, via e-mail or by any other means of telecommunication that provides proof of the origin and the sender.
2. Prior to sending the file to the Arbitral Tribunal, when the Parties submit their communications and the documents accompanying them in physical form, they shall do so in as many copies as necessary to deliver one copy to each party, to each arbitrator, and to the Secretary.
3. Once the file has been sent to the Arbitral Tribunal, all communications by the Parties shall be sent directly to the Arbitral Tribunal with a copy to the other party and to the Secretary.

4. The Arbitral Tribunal shall send to the Secretary a copy of all communications it holds with the Parties.

Article 4. Notifications

1. A Communication will be deemed to have been received if it has been delivered to the addressee in accordance with the terms of these Rules or if it has been delivered at the addressee's place of business, habitual residence, elected domicile, postal address, or e-mail address that was designated to receive notifications; in the event that the location of any of these addresses is not obtained after reasonable research, a Communication sent to the last known place of business, habitual residence, postal address or e-mail address of the addressee, or by any other means that provides proof of attempt of the delivery, will be deemed to have been received.
2. The Communication will be deemed to have been received on the day on which it is delivered in accordance with the preceding paragraph and will become fully effective on that same day.

Article 5. Time Periods

The periods of time fixed by these Rules or fixed based on said Rules will begin to run as from the calendar day following the day on which a Communication is received under the terms of these Rules. If the last day of such period is a holiday or non-business day at the place of residence or business establishment of the addressee, such period will be extended until the first following business day. Other holidays or non-business days occurring during the elapsing of the period will be included in the computation of the period.

Chapter Two Commencement of the Arbitration Procedure

Article 6. Request for Arbitration

1. The party initiating arbitration in accordance with these Rules shall submit its Request to the Secretary, who shall inform the Claimant and Respondent that it has received the Request, as well as the date of its receipt.
2. The date of receipt of the Request will be, for all legal purposes, the date of commencement of the arbitration procedure.
3. The Request must contain the following:
 - a. the full name and address, telephone number, e-mail addresses to receive notifications and other contact details of the Parties and their representatives;
 - b. a statement of the facts and legal acts or events that constitute the background of the claims sought by the Claimant;
 - c. the claims sought by the Claimant in a concise manner, including, to the extent possible, an indication of the sum claimed;
 - d. the comments by the Claimant in relation to the number of arbitrators in terms of Articles 14 and 15 and, if applicable, the appointment of one arbitrator in accordance with said provisions; and
 - e. Claimant's proposal as to the place of arbitration, the applicable law and the language of the arbitration, unless otherwise specified in the arbitration agreement.
4. The arbitration agreement and the contract or document on which the action is based must be attached to the Request.
5. If applicable, the Claimant shall provide compliance with the provisions of Article 3.2 in relation to the number of copies of the Request.

6. The Claimant shall pay the advance payment on the administrative fee referred to in Article 37 of the Rules.
7. If the Claimant fails to meet and comply any of these requirements, the Secretary may set a deadline for the Claimant cure such failure. If failure to comply, the file will be closed without prejudice to the right of the Claimant to file a new Request at a later date.

Article 7. Notice of Request for Arbitration

Upon receipt of the Request in terms of Articles 3 and 6, the Secretary shall notify the Respondent of the Request and its respective exhibits.

Article 8. Response to the Request for Arbitration

1. Within 30 days of receipt of the Request notified by the Secretary, the Respondent shall submit its Response, which must contain the following:
 - a. the full name and address, telephone number, e-mail addresses for receiving notifications, and other contact details of the Respondent and its representatives;
 - b. its observations with respect to the facts and legal acts or events that constitute the background of the Claimant's claims, including its observations with respect to the amount claimed;
 - c. the comments by the Respondent in relation to the number of arbitrators and the proposal of the Claimant in terms of Articles 14 and 15 and, if applicable, the appointment of an arbitrator in accordance with said provisions; and
 - d. Respondent's answer as to the place of arbitration, the applicable law and the language of the arbitration, unless otherwise specified in the arbitration agreement.
2. If applicable, the Respondent shall provide compliance with the provisions of Article 3.2 regarding the number of copies of the Response.

3. If the Respondent intends to file a counterclaim under these Rules, it shall assert its right in the Response. The notice of counterclaim shall contain the same requirements as the Request. The Claimant must respond to it within 30 days of its receipt of the Response.

Article 9. Notice of the Response to the Request

The Secretary shall notify the Response to the Claimant, unless the Response has been delivered to the Claimant by the Respondent under the terms of these Rules.

Article 10. Joinder of Proceedings and Additional Parties

1. When a submitted case is related to another case pending resolution with CAM, the Parties may request the Secretary General to merge both of them, provided that in neither of them the Terms of Reference have been signed by the Parties or approved by the General Council.
2. When any of the Parties is different from those parties of the proceedings in which they are intended to be merged under a joinder, it may be merged only with the consent of all the interested parties, provided that in none of the cases the Terms of Reference have been signed by the Parties or approved by the General Council.
3. Once the Terms of Reference have been signed or approved in either of the two cases, only the Arbitral Tribunal of the first of the cases submitted may order and decree the joinder, provided that one of the Parties so requests and all the other Parties agree thereto, including the composition of the Arbitral Tribunal of the first of the cases submitted.
4. When a party wishes to include an additional party in the arbitration, it may request it to the Secretary General prior to the constitution of the Arbitral Tribunal. The provisions of Articles 6, 8 and 12 of the Rules will apply, as applicable.
5. The Secretary General shall communicate the available documents and information to the

additional party so that the additional party may submit its Response in accordance with Article 8 of the Rules.

6. Once the Arbitral Tribunal has been constituted, an additional party may be included to the arbitration only if one of the Parties so requests the Arbitral Tribunal and all the other Parties, including the additional party, agree. When making its decision, the Arbitral Tribunal shall take into consideration any relevant circumstances..

Article 11. Autonomy and Severability of the Arbitration Agreement

The possible nullity or non-existence of the contract or agreement does not imply the nullity of the arbitration clause or the lack of jurisdiction of the Arbitral Tribunal if the latter rules that the validity of the arbitration agreement is effective. The Arbitral Tribunal shall remain competent, even in the event of non-existence or nullity of the contract, to determine the respective rights of the Parties and to rule on their claims and conclusions.

Article 12. Effects of the Arbitration Agreement

1. When the Parties agree to resort to CAM arbitration, by that mere fact they submit to the provisions of the Arbitration Rules of the Arbitration Center of Mexico in effect on the date of the arbitration agreement, unless they agree to submit to the Arbitration Rules that are in effect on the date of the commencement of the procedure.
2. If any Party refuses or abstains from participating in the arbitration procedure, the arbitration shall proceed notwithstanding such refusal or abstention.
3. 3 If the Respondent fails to submit a Response in accordance with Article 8 or if either Party raises one or more objections to the existence, validity, or scope of the arbitration agreement, the Secretary shall fix a reasonable time period for the other Party to answer such objections as it legally deems appropriate. After such period has elapsed, the General Council may decide that the arbitration

may proceed, provided that it determines, on a *prima facie* basis, that an arbitration agreement exists as referred to in CAM's Arbitration Rules. The decision of the General Council shall be without prejudice to the admissibility or the merits of these objections, and the Arbitral Tribunal will decide whether it is legally competent or not.

4. 4. If the General Council determines, on a *prima facie* basis, that there is no arbitration agreement as referred to in CAM's Arbitration Rules, the Secretary shall notify the Parties that the arbitration is not admissible. In such case, the Parties retain the right to request a competent judge to decide whether there is an arbitration agreement binding them.

4. The Parties shall disclose as soon as possible the existence of any financing agreement and the identity of any third financing party in the arbitration in order for the prospective or current arbitrators, as applicable, provide compliance with paragraphs 1, 2 and 3 of this Article.
5. The decisions of the General Council or the Secretary General on the appointment, confirmation, challenge, or replacement of arbitrators will be final. The grounds for such decisions shall not be communicated to the Parties or to the arbitrators, unless the General Council deems it appropriate given the circumstances.
6. Persons who accept to be appointed as arbitrators for arbitration-related cases with CAM undertake to abide by these Rules and the full performance of their duties.
7. Unless otherwise agreed, the Arbitral Tribunal shall be constituted in accordance with the provisions of Articles 14 and 15. The foregoing is without prejudice to the special provisions set forth in Appendix III of these Rules.

▶ Chapter Three The Arbitral Tribunal

Article 13. General Provisions

1. An arbitrator must be and remain independent and impartial vis-à-vis the Parties.
2. Before appointment by the General Council or confirmation by the Secretary General, the person proposed as arbitrator shall sign a declaration of availability, independence, and impartiality, and shall inform the Secretary in writing of any fact or circumstance likely to call into question his/her independence and impartiality vis-à-vis the Parties or their representatives. The Secretary shall communicate such declaration to the Parties, granting them a period of 5 days to state what they legally deem convenient.
3. The arbitrators shall immediately inform the Secretary General and the Parties in writing of any fact or circumstance likely to call into question their independence and impartiality vis-à-vis the Parties, which could arise during the arbitration proceedings.

Article 14. Appointment and Number of Arbitrators

1. Disputes submitted to CAM may be settled by a sole arbitrator or by three arbitrators.
2. If the parties have not agreed on the number of arbitrators, the dispute shall be submitted to a sole arbitrator.
3. When the dispute is to be submitted to a sole arbitrator
 - a. the Parties may designate such arbitrator by mutual agreement; or
 - b. if the Parties fail to appoint the single arbitrator by mutual agreement within 30 days from the receipt by the Respondent of the Request notified by the Secretary, or within such additional period as may be fixed by the Secretary General, the General Council shall appoint such sole arbitrator.

4. When the Parties have agreed that the dispute shall be submitted to three arbitrators:
 - a. each of them shall appoint one arbitrator, respectively, in the Request and in the Response;
 - b. if any of the Parties fails to make the appointment referred to in the preceding paragraph, the General Council shall make the appointment of the corresponding arbitrator;
 - c. unless otherwise agreed, the General Council shall appoint the third arbitrator. If the third arbitrator is not appointed in accordance with the procedure chosen by the Parties within the time limit agreed by them or granted by the Secretary General, then the General Council shall appoint the third arbitrator;
 - d. if the third arbitrator is appointed in accordance with the procedure chosen by the Parties, it is the Secretary General's responsibility to confirm such appointment; and
 - e. the third arbitrator shall assume the chairmanship of the Arbitral Tribunal.

Article 15. Confirmation of Arbitrators

1. The Secretary General will have the authority to confirm the members of the Arbitral Tribunal appointed by the Parties or in accordance with the procedure agreed upon by them, provided that the arbitrator in question submits a declaration of availability, independence, and impartiality that does not give rise to objections.
2. In the event that the declaration of availability, independence and impartiality gives rise to objections, the Secretary General shall submit the matter to the General Council's decision.

Article 16. Multi-Party Arbitration

1. When several persons are involved in an arbitration procedure, either as Claimants or Respondents,

and the dispute must be submitted to three arbitrators, the Claimants, on a jointly manner, and the Respondents, on a jointly manner, shall appoint an arbitrator in accordance with Articles 6 and 8 of the Rules or within the time limit fixed by the Secretary General for confirmation thereof.

2. If any of the Parties fails to make the joint appointment referred to in the preceding paragraph and the Parties do not stipulate a procedure for the constitution of the Arbitral Tribunal within the time limit fixed by the Secretary General, the General Council shall appoint the three members of the Arbitral Tribunal, and among those three members it shall appoint the chairman.

Article 17. Challenge of Arbitrators

1. A motion for challenge of an arbitrator on the grounds of lack of independence or lack of impartiality, or on any other grounds, must be filed with the Secretary. The motion for challenge must state the facts and circumstances giving rise to the challenge and must be accompanied by the relevant evidence.
2. The motion for challenge will be admissible for process only:
 - a. within 10 days from the date on which the Secretary notified the appointment or confirmation of the respective arbitrator to challenging party; or
 - b. insofar the arbitrator's lack of independence or lack of impartiality arises on a date subsequent to such date referred to in the preceding paragraph, within 10 days following the date on which the challenging party became aware of the facts and circumstances giving rise to the challenge.
3. Once the motion for challenge has been received, the Secretary General shall grant a 10-day period to the arbitrator in question, to the other party and, if applicable, to the other members of the Arbitral Tribunal, so that they may state and provide proof

as they legally deem appropriate. Once this period has expired, the Secretary shall refer the matter to the General Council so that it may resolve it as soon as possible.

after hearing the Parties, the Arbitral Tribunal shall determine whether, and to what extent, the previous proceeding should be repeated.

Article 18. Replacement of Arbitrators

1. An arbitrator may be replaced:
 - a. in case of death;
 - b. when the General Council accepts his/her resignation;
 - c. when the General Council determines that the challenge against him/her is admissible and appropriate;
 - d. at the request of the Complainant and the Respondent; and
 - e. when the General Council determines that for any reason he/she does not or cannot fulfill his/her functions in accordance with these Rules.
2. The General Council shall decide on the application of subparagraph (e) of the preceding paragraph after the Secretary General has communicated the relevant information in writing to the arbitrator in question, to the Parties, and to the other members of the Arbitral Tribunal, giving them the opportunity to submit their written comments within a reasonable period of time.
3. After the closing of the conduct of the arbitral proceedings, in lieu of replacing an arbitrator under the terms of Article 18.1, the General Council may decide, where it deems it appropriate, that the remaining arbitrators shall continue conducting the arbitration proceeding. In making such decision, the General Council shall take into account the views of the remaining arbitrators and of the Parties, as well as any other matters it considers relevant given the circumstances.
4. In the event of replacement, the General Council is not required to follow the same proceedings employed to appoint the arbitrator in question. Once the Arbitral Tribunal is reconstituted and

Chapter Four The Arbitration Procedure

Article 19. Transmission of the Arbitration File

Once the Arbitral Tribunal has been constituted, the Secretary shall send the arbitration file to the Arbitral Tribunal, provided that the deposit to cover the arbitration expenses requested at this stage of the proceeding has been paid in accordance with Article 38.

Article 20. Seat of Arbitration

1. The Secretary General shall determine the seat of arbitration, unless otherwise agreed by the Parties.
2. After consultation with the Parties, and unless otherwise agreed by them, the Arbitral Tribunal may hold meetings and hearings at any location in person, remotely, or with a hybrid system, through the use of such information and communication technologies as it deems appropriate.
3. The Arbitral Tribunal may held its deliberations at such place or in such manner it determines appropriate.

Article 21. Applicable Rules for the Arbitration Procedure

1. These Rules will govern the arbitration proceedings and, insofar such Rules do not cover a specific matter, the rules determined by the Parties or, in failure to determine such rules, the rules determined by Arbitral Tribunal, will become applicable to such specific matter.
2. Notwithstanding the foregoing and, in any case, the Arbitral Tribunal shall act impartially, giving the Parties a reasonable opportunity to submit their arguments.

Article 22. Language of Arbitration

1. The arbitration proceedings shall be conducted in the language agreed upon by the Parties.
2. In the absence of an agreement between the Parties, the Arbitral Tribunal shall determine the language of the arbitration, taking into account the circumstances of the case and, in particular, the language of the contract. Insofar the Arbitral Tribunal has not yet determined the language, the Parties may submit their documents and motions in the language of their choice, accompanied by a translation into Spanish or the language of the contract on which the action is based.

Article 23. Applicable Law

1. The Parties are free to choose the law that the Arbitral Tribunal shall apply to the merits of the dispute. In the absence of choice, the Arbitral Tribunal shall apply such rules of law as it deems appropriate.
2. In any case, the Arbitral Tribunal shall take into consideration the provisions of the contract and the trade usages.
3. The Arbitral Tribunal will have the powers of an amiable composition or decide in equity or on an *ex aequo et bono* basis only when the Parties have expressly so agreed.

Article 24. Terms of Reference

1. Immediately after receiving the arbitration file, the Arbitral Tribunal shall draw up a preliminary arbitration statement specifying its mission based on the Parties' written submissions. The Terms of Reference must contain, at a minimum, the following:
 - a. the full name and capacity in which the Parties intervene;
 - b. the full address, e-mail addresses, and other contact details of the Parties and their

representatives to receive notifications during the arbitration;

- c. a concise statement of the claims sought by the Parties, including an indication of the sum claimed;
 - d. a list of the disputed points to be resolved;
 - e. the full name and address of the arbitrators, e-mail addresses for receiving notifications, as well as the capacity in which they intervene;
 - f. the seat of arbitration; and
 - g. an indication of the applicable rules to both the proceedings and the merits of the case.
2. Within 30 days from the receipt of the arbitration file, the Arbitral Tribunal shall send the Terms of Reference to the Secretary signed by the Parties and the Arbitral Tribunal. The Secretary General may extend this time limit if he/she deems it necessary or at the well-grounded request of the Arbitral Tribunal.
 3. If one of the Parties fails to sign the Terms of Reference, the Arbitral Tribunal shall submit it to the General Council for approval. The arbitration proceedings may continue if the General Council approves the Terms of Reference.
 4. Once the Terms of Reference have been signed or approved, the Parties may only raise new claims not provided for in the Terms of Reference with the authorization of the Arbitral Tribunal. The Arbitral Tribunal, after consulting with the Parties, may grant or deny such authorization, taking into consideration the nature of the new claims, the stage of the proceedings, and other relevant circumstances.

Article 25. Procedural Schedule

1. Once the Terms of Reference have been signed or approved and after consultation with the Parties, the Arbitral Tribunal shall prepare a Procedural Schedule for conducting the proceedings, which shall be notified to the Parties and to the Secretary.

Any subsequent modification to such Procedural Schedule shall be notified to the Secretary and to the Parties.

2. Based on the Procedural Schedule, the Claimant shall file the Statement of Claim and its exhibits; and the Respondent shall file its Statement of Defense and its exhibits, without prejudice to the filing of other motions as determined in the Procedural Schedule.
3. If applicable, the filing of a Counterclaim and its exhibits; and the Answer to the Counterclaim and its exhibits, shall be subject as determined in the Procedural Schedule.

Article 26. Conduct of the Arbitral Proceedings

1. The Arbitral Tribunal shall conduct the arbitral proceedings as expeditiously as possible and by any means it deems appropriate.
2. The Arbitral Tribunal may rule based on the written motions and documents submitted by the Parties, unless either Party requests a hearing.
3. The Arbitral Tribunal, after consulting the Parties, shall decide whether to examine witnesses, experts appointed by the Parties or any other person, in the presence of the Parties or in their absence, provided that the Parties have been duly summoned.
4. The Arbitral Tribunal, after consulting the Parties, may appoint one or more experts, define their mission and receive their reports. At the request of any Party, the Parties shall have the opportunity to question any expert appointed by the Arbitral Tribunal at a hearing.
5. At any time during the arbitral proceedings, the Arbitral Tribunal may request any Party to provide additional clarification or evidence.
6. The Arbitral Tribunal, after consultation with the Parties, may appoint a person to act as Secretary of the Arbitral Tribunal, in accordance with CAM's guidelines.

7. The Arbitral Tribunal may issue interim, interlocutory, or partial Awards during the course of the arbitral proceedings.

Article 27. Representation of the Parties

The Parties may be represented or given counsel by persons of their choice. The Arbitral Tribunal shall consider as representatives of the Parties those persons appointed by them under written document submitted to the Secretary General or to the Arbitral Tribunal, as applicable.

Article 28. Hearings

1. When a hearing is to be held, the Arbitral Tribunal shall summon the Parties indicating the day, time and place or the information necessary for remote access and shall inform the Secretariat thereof.
2. If, despite having been duly summoned, one of the Parties unreasonably fails to appear, the Arbitral Tribunal shall have the power to proceed with the hearing.
3. The Arbitral Tribunal shall preside over the hearing, which may not be attended by persons not involved in the proceeding without the consent of the Parties and the Arbitral Tribunal.
4. The Arbitral Tribunal, after consultation with the Parties, may determine which persons shall be present at the various stages of the hearing.

Article 29. Closing of the Arbitral Proceedings

1. The Arbitral Tribunal shall declare the arbitral proceedings closed after the Parties have had a reasonable opportunity to present their evidence and arguments. Once this declaration has been made, the Parties may not submit any additional evidence or argument, unless expressly requested or authorized by the Arbitral Tribunal.
2. Having made the statement in the preceding paragraph, the Arbitral Tribunal shall inform the

Secretary General of the probable date of rendering the final award. Any extension shall be exceptional and shall be notified by the Arbitral Tribunal to the Secretary General.

Article 30. Interim Injunctions

1. The Arbitral Tribunal may, at the request of an interested party, order any interim injunction it deems appropriate, provided that the Arbitral Tribunal has received the file. Pending a decision on the interim injunction requested, the Arbitral Tribunal may order the maintenance of the *status quo*.
 2. The interim injunction shall be subject to the provision of such guarantee, if any, as the Arbitral Tribunal may determine.
 3. The Arbitral Tribunal may order the requested interim injunctions either by procedural order or by Award. Such power includes the power to modify or terminate an interim injunction granted, either at the request of one of the Parties or, in exceptional circumstances, at the initiative of the Arbitral Tribunal.
 4. Even where there is an arbitration agreement, the Parties may, before the file is submitted to the Arbitral Tribunal and, exceptionally, thereafter, apply to the competent court for interim injunctions. Such request, as well as the orders issued by the judicial authority, shall be notified without delay to the Secretary General, who shall communicate them to the Arbitral Tribunal.
 5. The request for interim injunctions to the competent judge prior to the commencement of the arbitration does not constitute a waiver of the arbitration agreement. .
2. The request for urgent interim injunctions must contain and be accompanied by the following:
 - a. a description of the interim injunction requested;
 - b. the reasons why the requesting party considers that it needs the interim injunction as a matter of urgency, prior to the constitution of the Arbitral Tribunal; and
 - c. proof of payment of the sum referred to in the Scale for the Calculation of the Arbitration Expenses set forth in Appendix II of the Rules.
 3. The General Council shall appoint an emergency arbitrator as soon as possible, provided that the applicant for the emergency interim injunction has satisfied the requirements of paragraph 2 of this Article. Prior to appointment, the person proposed as emergency arbitrator shall sign a declaration of availability, independence, and impartiality, and shall inform the Secretary General in writing of any fact or circumstance likely to call into question his or her independence and impartiality vis-à-vis the Parties or their representatives.
 4. Any request for a challenge of the emergency arbitrator must be filed with the Secretary General within 3 days after the Parties have been notified of the appointment of the emergency arbitrator. Where applicable, the provisions of Article 17, paragraph 3 of the Rules shall apply.
 5. The emergency arbitrator shall act impartially, giving the Parties a reasonable opportunity to present their arguments. The emergency arbitrator may rule on the basis of the written submissions and documents submitted by the Parties, unless either of them requests a hearing. Pending a decision on the requested interim injunction, the emergency arbitrator may order the maintenance of the *status quo*.
 6. The emergency arbitrator shall have the power to order any interim injunctive relief he/she deems necessary, including prohibitions and measures for the protection or preservation of any right, either by means of an Award or a procedural order. Such order shall be reasoned and shall be issued as soon as possible. Once the Arbitral Tribunal has been

Article 30 Bis. Emergency Interim Injunctions

1. A party requiring an urgent interim injunction before the constitution of the Arbitral Tribunal shall request it in writing to the Secretary General with the Request, the Response or as soon as possible, who shall communicate such request to the other party.

constituted and the file has been received by it, the emergency arbitrator shall cease to act.

7. The emergency arbitrator or the Arbitral Tribunal hearing the merits of the case may modify, suspend, or terminate the emergency interim injunction granted, either at the request of one of the Parties or, in exceptional circumstances, on its own initiative.
8. The emergency arbitrator may not act as a member of the Arbitral Tribunal or as sole arbitrator, unless otherwise agreed by the Parties.
9. The granting of an emergency interim injunction may be conditioned upon the requesting party providing such guarantee as the emergency arbitrator may determine.
10. In the decision, the emergency arbitrator shall include the expenses that the request for an emergency interim injunction generates in accordance with these Rules and shall decide which of the Parties shall pay them or in what proportion they shall be divided between them.
11. The provisions of Article 34 of these Rules shall not be applicable to the resolutions referred to in this Article.

Chapter Five The Arbitral Award

Article 31. Deadline for Rendering the Final Award

1. The Arbitral Tribunal shall render the final Award within four months from the date of remittance of the signed Terms of Reference to the Secretary or, in the case referred to in Article 24.3, from the date on which the Secretary General notifies the Arbitral Tribunal of the approval of the Terms of Reference by the General Council.
2. The Secretary General may extend this time limit if necessary or at the reasoned request of the Arbitral Tribunal.

Article 32. Rendering of the Award

1. The Award shall be rendered by majority when the Arbitral Tribunal is composed of three arbitrators. If there is no majority, the chairman of the Arbitral Tribunal shall render the Award alone.
2. All arbitral Awards shall state the reasons on which they are based.
3. The arbitral Award shall be deemed to have been rendered at the place of arbitration on the date shown.

Article 33. Agreement of the Parties

If the Parties reach an agreement with respect to the dispute after presenting the file to the Arbitral Tribunal, such agreement could be recorded in the form of an arbitral Award if the Parties so request.

Article 34. Scrutiny of the Award

1. Unless otherwise agreed by the Parties, before signing any Award, the Arbitral Tribunal shall submit the draft to the General Council. The General Council may order modifications of form and, while respecting the Arbitral Tribunal's freedom of decision, may draw its attention to relevant issues to the merits of the dispute.
2. Unless otherwise agreed by the Parties, the Arbitral Tribunal shall refrain from signing an arbitral Award that has not been approved as to form by the General Council.

Article 35. Notification, Deposit and Finality of the Award

1. The Secretary General shall notify the Parties of the final Award signed by the Arbitral Tribunal provided that the deposit for arbitration expenses has been paid in full.
2. The Secretary General may issue a true copy of the Award only at the request of the Parties or their representatives.

3. Once the notification referred to in paragraph 1 of this Article has been made, the Parties waive any further notification or deposit to be made by the Arbitral Tribunal.
4. The Secretary General shall keep an original copy of each Award rendered and, when issuing a true copy thereof pursuant to paragraph 2 of this Article, shall so state in the text of the copy issued.
5. Any arbitral Award shall be binding on the Parties. By submitting their dispute to the Arbitration Rules of the Arbitration Center of Mexico, the Parties are bound to comply without delay with the Award rendered, expressly waiving the right to appeal or any other equivalent remedy.

Article 36. Addition, Correction, and Interpretation of the Award

1. The Arbitral Tribunal may, ex officio, supplement the Award in the case of claims formulated and not resolved; correct in the Award any error of form, computation or of a similar nature; or interpret the Award, provided that the decision is submitted to the General Council for approval within 15 days from the date of the Award.
2. Any party may request the Secretary General to ask the Arbitral Tribunal to proceed in accordance with the terms of the preceding paragraph, provided that the request is submitted within 15 days of receipt of the corresponding Award.
3. The requesting party shall send a copy of such request to the Arbitral Tribunal and to the other party in accordance with Article 3. The other party shall have 15 days from receipt of the request to state its position.
4. If the Arbitral Tribunal decides to supplement, correct, or interpret the Award, it shall submit its draft decision to the General Council within 15 days of the expiry of the time limit referred to in the preceding paragraph.
5. A decision supplementing, correcting, or interpreting the Award shall take the form of an addendum to

the Award and shall form part of the Award. The provisions of Articles 32, 34 and 35 of these Rules shall apply to the addendum.

▶ **Chapter Six Arbitration Costs and Expenses**

Article 37. Advance on Administrative Fee

1. Any Request submitted under the terms of these Rules must be accompanied by the sum referred to in the Scale for the Calculation of Arbitration Expenses set forth in Appendix II, as an advance on CAM's administrative fee.
2. No Request shall be considered unless accompanied by this payment, which shall be definitively collected by CAM and shall not be refundable. This advance payment shall be deductible from the administrative fee set by the General Council at the end of the procedure in accordance with the Scale mentioned in the preceding paragraph.
3. The provisions of paragraphs 1 and 2 of this Article shall apply, *mutatis mutandis*, to any Statement of Claim filed under Article 2 of Appendix III of these Rules. .

Article 38. Deposit to Cover Arbitration Expenses

1. The Secretary General shall fix the amount of the deposit of funds to cover the expenses of the arbitration using the Scale for the Calculation of the Arbitration Expenses established in the Appendix II. The Secretary General shall fix the amount of such deposit at his/her discretion if the amount in dispute is undetermined.
2. The amount of the deposit fixed by the Secretary General to cover the costs of the arbitration may be reviewed and adjusted to consider subsequent changes in the amount in dispute, changes in the Arbitral Tribunal's estimate of costs and the difficulty or complexity of the procedure.

3. The Claimant and the Respondent shall pay in equal shares the deposit of funds to cover the arbitration expenses. In the event that either Party fails to do so, payment shall be made in full by the other Party.
4. If, independently of the main Statement of Claim, one or more Counterclaims are filed, the Secretary General may fix a deposit for the main Statement of Claim and another deposit for the Counterclaim or Counterclaims.
5. Where the Secretary General fixes separate deposits for the Statement of Claim and Counterclaims in terms of paragraph 4, each party shall pay in full the deposit for the corresponding claim.
6. Under the terms of Article 19, the Secretary General shall deliver the file to the Arbitral Tribunal subject to the payment of at least half of the deposit of funds fixed by the Secretary General.
7. Once the Terms of Reference have been signed or upon approval by the General Council, the balance of the deposit must be paid. In the absence of payment, the arbitration proceeding shall be suspended until such time as the deposit is paid. The same shall apply if the Parties fail to cover the additional deposit referred to in paragraph 2 of this Article.
8. In the event that the Secretary General fixes separate deposits in accordance with paragraph 4, the Arbitral Tribunal may consider the Statement of Claim or Counterclaim, in respect of which the deposit is paid in full.
9. Where a request for payment of the deposit of funds has not been complied with in accordance with the terms of these Rules, the Secretary General may fix a time limit for compliance. Failing such compliance, the corresponding Statement of Claim or Counterclaim, or both, as the case may be, shall be deemed withdrawn. Such withdrawal shall not deprive the interested party of the right to subsequently file the same Statement of Claim or Counterclaim in another proceeding.

Article 39. Evidentiary Diligences

1. The Secretary General, at the request of the Arbitral Tribunal, may require the Parties to pay a deposit to cover the costs of expert or similar diligences ordered by it in an arbitration proceeding. This deposit shall cover the fees and likely expenses of the expert or persons involved.
2. The deposit referred to in the preceding paragraph shall be paid by the Parties, or one of them, before the diligences takes place.

Article 40. Arbitration Costs

1. Arbitration costs include:
 - a. the arbitrators' fees and expenses;
 - b. CAM's administrative fee;
 - c. if applicable, the expenses related to a request under the terms of Article 30 Bis;
 - d. if applicable, the fees and expenses of the expert or person intervening under the terms of Article 39 appointed by the Arbitral Tribunal;
 - e. expenses reasonably incurred by the Parties in the defense of their interests in the arbitration proceeding; and
 - f. other expenses reasonably incurred by the Parties in the arbitration proceeding.
2. The General Council shall fix the amounts referred to in subparagraphs (a), (b) and (c) of the preceding paragraph. The General Council may fix the arbitrators' fees at a higher or lower amount than that resulting from the application of the Scale for the Calculation of Arbitration Expenses set forth in Appendix II, if the circumstances of the case so justify.
3. In its final Award, the Arbitral Tribunal shall:
 - a. fix the amounts referred to in paragraph 1, subparagraphs (d), (e) and (f) of this Article;

- b. incorporate the amounts established by the General Council in accordance with the terms of the preceding paragraph; and
- c. decide which of the Parties shall pay the costs of the arbitration or in what proportion they shall be shared between them.

Secretary shall not be liable to any person for any act or omission in connection with an arbitration proceeding conducted under their auspices.

Article 44. General Rule

In all cases not expressly provided for in these Rules, the General Council, the Secretary General and the Arbitral Tribunal shall proceed in the spirit of these Rules, making every effort to ensure that the Award is enforceable at law.

Article 45. Appendixes

The Appendixes to these Rules are an integral part of these Rules.

Chapter Seven Final Provisions

Article 41. Waiver

If a party, without expressing its objection without delay, proceeds with the arbitration knowing that any provision of these Rules, any other rule applicable to the proceeding, any order of the Arbitral Tribunal or any requirement of the arbitration agreement has not been complied with, it shall be deemed to have validated the proceeding, forfeiting any right to challenge.

Article 42. Abbreviated Procedure

1. The Parties may agree to shorten the time limits provided for in these Rules. Such agreement must be approved by the Arbitral Tribunal when it occurs after its constitution under the terms of Chapter Three of these Rules.
2. The Secretary General may, on his/her own initiative, extend any shortened time limit under the terms of the preceding paragraph when he/she considers it necessary to enable the Arbitral Tribunal, the General Council, and the Secretary General him/herself to discharge their responsibilities under these Rules.

Article 43. Limitation of Liability

The arbitrators, including, as the case may be, the Secretary of the Arbitral Tribunal, CAM, its General Council, the Secretary General and the members of the

Appendix I Internal Regulation of the Arbitration Center of Mexico

Article 1. Structure

1. CAM exercises its functions through a General Council and the Secretary General.
2. The General Council shall be composed of the number of members determined by the Shareholders' Meeting of CAM and shall be assisted by a Secretary General or, in his/her absence, by a Deputy Secretary General, appointed by the Board of Directors of CAM.
3. The President of the General Council shall be the person designated by its members from among themselves.
4. The Secretary General shall preside over the Secretary Office of CAM. In case of absence, the Secretary General shall be replaced in the functions conferred upon him/she by these Rules by the Deputy Secretary General.

Article 2. Powers of the General Council

It is incumbent upon the General Council, under the terms of the Rules:

1. to verify the *prima facie* existence of the arbitration agreement;
2. to appoint, remove and replace arbitrators;
3. to decide the withdrawal of a case, or of a Statement of Claim or Counterclaim, in the cases provided for in these Rules;
4. to take note of the termination of a case by agreement of the Parties prior to the rendering of the final Award;
5. to approve the Terms of Reference drawn up by the Arbitral Tribunal;

6. to approve the Awards rendered by the Arbitral Tribunal;
7. to approve the addition, correction or interpretation made to the Award;
8. to fix the arbitrators' fees and the administrative fee of CAM; and
9. such others as may be necessary for the fulfillment of its functions.

Article 3. Powers of the Secretary General

It is the duty of the Secretary General, under the terms of the Rules:

1. to confirm the arbitrators who have been appointed by the Parties or in accordance with the procedure agreed upon by the Parties;
2. to fix the place of arbitration, in the event that the Parties have not done so;
3. to extend the procedural time limits at its discretion when this is favorable for the processing and resolution of the arbitration proceedings;
4. to fix the amount of the deposit of funds to cover the arbitration expenses;
5. to review and adjust the amount of the deposit of funds to cover the arbitration expenses;
6. to issue true copies of the Awards;
7. to suspend the procedure;
8. to contribute to the expeditious development of the arbitration proceedings;
9. to interpret CAM's Arbitration Rules; and
10. such others as may be necessary for the fulfillment of its functions.

Article 4. Sessions of the General Council

1. The General Council shall meet in a face-to-face, remote or hybrid manner through the use

of information and communication technologies, with the frequency and on the date determined by its President.

2. In the absence of the President, the member designated by the President for such purpose shall preside at the meetings of the General Council.
3. The General Council shall meet validly if at least 3 of its members participate.
4. Decisions of the General Council shall be adopted by majority vote, the President casting the deciding vote in the event of a tie.

Article 5. Confidentiality

1. The confidential nature of the activities of the General Council shall be respected by all its members, by the Secretary and by all persons assisting it.
2. Only its members, the Secretary General and the staff of the Secretary may attend the meetings of the General Council.
3. Both the documents submitted to CAM and those produced by the Secretary shall be communicated exclusively to the members of the Council General and to the Secretary.
4. In no case shall disclosure of the pleadings, communications and other documents submitted by the Parties during the arbitration proceedings be authorized.
5. In all matters submitted to arbitration under these Rules, the Secretariat shall keep Awards and Terms of Reference on file for a period of 2 years.
6. All documents, communications or correspondence from the Parties or the arbitrators may be destroyed within one year of the conclusion of the proceeding, unless a party or the arbitrator requests the Secretary in writing to return them. The costs related to the return shall be borne by the applicant.

Article 6. Impediments

1. The Secretary General and the members of the Secretary may not intervene as arbitrator or advisor in any dispute submitted to arbitration by CAM.
2. When the President, any of the members of the General Council or any of the members of the Secretariat have an interest, for whatever reason, in a proceeding pending with CAM, they shall immediately inform the Secretary General. They shall also refrain from participating in the debates or in decision making within the General Council related to such proceedings, absenting themselves from the session while the matter is being heard. The persons concerned under the terms of this paragraph shall not receive any information related to the procedure in question.

► Appendix II Arbitration Expenses

1. Without prejudice to the provisions of Article 40.2 of the Rules, the General Council shall fix the fees of the arbitrators in accordance with the Scale for the Calculation of Arbitration Expenses set forth in this Appendix, or at its discretion in the event that the amount in dispute is undetermined.
2. In fixing the fees of the Arbitral Tribunal, the General Council shall take into consideration the diligence of the arbitrators, the time spent on the case, the speed of the proceedings and the complexity of the dispute.
3. The fees and expenses of the arbitrators shall be fixed exclusively by the General Council. Any agreement between the Parties and the arbitrators as to fees is in violation of these Rules.
4. When an arbitration proceeding remains suspended for more than one year by agreement of the Parties, at the request of an interested party, or for any other reason, the Secretary General may require the Parties to pay an amount equivalent to the advance on the administrative fee, in addition to that provided for in Article 37 of CAM's Rules. Such payment shall be made by one or both Parties each additional year for the duration of the suspension. In the absence of payment, the provisions of Article 38.9 of the Rules shall apply.
5. When the arbitration is concluded before the final Award is rendered, the General Council shall fix the costs of the arbitration at its discretion. In so doing, it shall take into consideration the procedural stage at which the proceeding was concluded and any other relevant circumstances.
6. In the case referred to in Article 36 of these Rules, the Secretary General may require the Parties to pay a deposit to cover the fees and expenses of the Arbitral Tribunal incurred during the procedure for supplementing, correcting and interpreting the

Award. This deposit shall be paid in full before the Arbitral Tribunal proceeds to render its decision.

7. The following Scale for the Calculation of the Arbitration Expenses shall be applicable:

Scale for the Calculation of Arbitration Expenses

Effective as of December 1, 2022
(Mexican pesos)

Amount in dispute	Administrative fee	Arbitrator's fees
From 0 to 500,000	24,000	51,840
From 500,001 to 1,000,000	24,000 + 1.920% of the excess of L over 500,000	51,840 + 3.600% of the excess of L over 500,000
From 1,000,001 to 5,000,000	33,600 + 1.680% of the excess of L over 1,000,000	69,840 + 2.880% of the excess of L over 1,000,000
From 5,000,001 to 10,000,000	100,800 + 1.440% of the excess of L over 5,000,000	185,040 + 2.160% of the excess of L over 5,000,000
From 10,000,001 to 25,000,000	172,800 + 0.960% of excess of L over 10,000,000	293,040 + 1.440% of the excess of L over 10,000,000
From 25,000,001 to 50,000,000	316,800 + 0.480% of the excess of L over 25,000,000	509,040 + 0.720% of excess of L over 25,000,000
From 50,000,001 to 100,000,000	436,800 + 0.192% of the excess of L over 50,000,000	689,040 + 0.288% of the excess of L over 50,000,000
From 100,000,001 to 250,000,000	532,800 + 0.096% of the excess of L over 100,000,000	833,040 + 0.144% of the excess of L over 100,000,000
From 250,000,001 to 500,000,000	676,800 + 0.072% of the excess of L over 250,000,000	1,049,040 + 0.108% of the excess of L over 250,000,000
From 500,000,001 to 1,000,000,000	856,800 + 0.048% of the excess of L over 500,000,000	1,319,040 + 0.072% of the excess of L over 500,000,000
From 1,000,000,001 or more	1,096,800	1,679,040 + 0.036% of the excess of L over 1,000,000,000

1. The advance payment on the administrative fee referred to in Article 37 of the Rules is \$24,000.00 pesos.
2. The administrative fee for the request referred to in Article 30 Bis of the Rules is \$20,000.00 pesos.
3. The fees of the emergency arbitrator referred to in Article 30 Bis of the Rules are equivalent to \$50,000.00 pesos.
4. These amounts do not include Value Added Tax (VAT).

► Appendix III Simplified and Small Amount Claims Arbitration Rules

Article 1. Scope of Application

1. This Appendix contains special provisions for simplified and small claims arbitration.
2. Unless otherwise agreed, this Appendix shall apply when the Parties agree to resort to CAM arbitration and the amount in dispute is equal to or less than \$3,000,000.00 Mexican pesos.
3. This Appendix shall also apply when the Parties so agree irrespective of the amount in dispute.
4. In the event of objection by any Party to the application of this Appendix, the Secretary General shall be responsible for determining its application, taking into consideration the manifestations of the Parties, the amount in dispute and any other relevant circumstances.
5. If the amount in dispute changes during the arbitration and exceeds the sum of \$3,000,000.00 Mexican pesos, the proceeding shall continue to be conducted on the basis of the provisions of this Appendix, unless otherwise agreed by the Parties. If the proceeding continues to be conducted on the basis of these special provisions, the Secretary General may fix the deposit of funds to cover the costs of the arbitration on the basis of the Scale for the Calculation of the Arbitration Expenses set forth in Appendix II of the Rules.
6. In all matters not provided for in this Appendix, the provisions of the Rules, as applicable, shall apply.

Article 2. Statement of Claim

1. The Claimant shall file its Statement of Claim with the Secretary, which shall notify it to the Respondent.

2. The Statement of Claim shall contain the followings.
 - a. the full name and address, telephone number, e-mail addresses to receive notifications and other contact details of the Parties and their representatives;
 - b. the statement of the facts and legal acts or facts that constitute the background and grounds for the claims of the Claimant;
 - c. the claims of the Claimant, including the indication of the amount claimed;
 - d. its proposal as to the place of arbitration, the applicable law, and the language of the arbitration, unless otherwise specified in the arbitration agreement.
3. The Statement of Claim must be accompanied by the arbitration agreement and the contract or document on which the action is based.
4. The Statement of Claim must be accompanied by the payment of the advance payment of the administrative fee referred to in Article 37 of the Rules.
5. The Claimant shall exhibit with the Statement of Claim all the documentary evidence it deems pertinent or shall make reference to the documents or other evidence to be presented in respect of which it proves that it has requested them because it does not have them.

Article 3. Statement of Defense and Counterclaim

1. The Respondent shall file its Statement of Defense and, if any, Counterclaim with the Secretary within 15 days from the receipt of the Statement of Claim notified by the Secretary.
2. The Statement of Defense shall contain the following:
 - a. the full name and address, telephone number, e-mail addresses for receiving notifications and

- other contact details of the Respondent and its representatives;
 - b. its observations with respect to the facts and legal acts or facts that constitute the background and grounds for the claims of the Claimant;
 - c. its observations with respect to the claims of the Claimant;
 - d. its proposal as to the place of arbitration, the applicable law, and the language of the arbitration, unless otherwise specified in the arbitration agreement.
3. The Respondent shall exhibit with the Statement of Defense all documentary evidence it deems relevant or shall refer to the documents or other evidence it will submit for which it proves that it has requested them in the absence thereof.
 4. The Counterclaim shall contain the same requirements as the Statement of Claim set forth in Article 2 of this Appendix and shall be answered by the Claimant within 15 days from the date of receipt by the Claimant of the Counterclaim.

Article 4. Appointment of the Sole Arbitrator

1. The Arbitral Tribunal shall be composed of a sole arbitrator.
2. The Parties may appoint the sole arbitrator by agreement. If they fail to do so within 15 days after receipt by the Respondent of the Statement of Claim notified by the Secretary, the sole arbitrator shall be appointed by the General Council.

Article 5. Conduct of the Arbitral Proceedings

1. Immediately upon receipt of the file, the sole arbitrator shall conduct the procedure as expeditiously as possible and by any means he/she deems appropriate.
2. The provisions of Articles 24 and 25 of the Rules shall not apply.

3. The sole arbitrator shall rule on the basis of the written submissions and documentary evidence provided by the Parties.
4. Where appropriate, witness statements and expert opinions shall only be received in writing, unless otherwise agreed by the Parties or when, due to exceptional circumstances, the sole arbitrator so determines.
5. A hearing shall be held only if the Parties so agree or when, due to exceptional circumstances, the sole arbitrator so determines.
6. The Parties shall submit their final written submissions within the common time limit determined by the sole arbitrator, for which purpose he/she shall take into consideration the time limits set forth in this Appendix and the expeditiousness of the proceedings.

Article 6. Award

1. The Award shall state the reasons on which it is based.
2. The sole arbitrator shall render the Award within 30 days from the receipt of the final written submissions.

Article 7. Arbitration Expenses

1. When the proceeding is conducted in accordance with the provisions of this Appendix III and the amount in dispute is equal to or less than \$3,000,000.00 Mexican pesos, the following Scale of Costs for Simplified and Small-Amount Claims shall be applicable.
2. In all other cases, the Scale for the Calculation of Arbitration Expenses set forth in Appendix II of the Rules shall apply.

Scale of Costs for Simplified and Small-Amount Claims

(Mexican pesos)

Amount in dispute	Administrative fee ¹⁻²	Arbitrator's fees ²
From 0 to 500,000	24,000	44,000
From 500,001 to 1,500,000	29,000	50,000
From 1,500,001 to 3,000,000	34,000	56,000

¹ The advance on CAM's administrative fee referred to in Article 37 of CAM's Arbitration Rules is \$24,000.00 Mexican pesos.

² These amounts do not include Value Added Tax (VAT).

► Transitory Provision

Sole Transitory Provision.

1. The provisions of these Rules will become effective as of December 1, 2022.
2. Arbitration proceedings pending with CAM on the date of entry into force of these Rules shall be governed by the provisions of the Rules in force and applicable at the time of their commencement.





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