



CODE OF ETHICS

This Code, based on the principles recommended by the Conselho Nacional das Instituições de Mediação e Arbitragem - CONIMA, and by the Conselho Nacional de Justiça - CNJ, is intended to establish the deontological rules that must be observed by the arbitrators, conciliators and mediators who act in the alternative dispute resolution procedures administered by CAMACAN LATAM.

Art. 1º - This Code of Ethics applies to all partners, partners, collaborators, employees and any professionals who work within the Câmara de Mediação e Arbitragem da Cannabis e Saúde Latino Americana - CAMACAN LATAM

Art. 2º – The principles that govern the professional performance of CAMACAN LATAM are confidentiality, competence, impartiality, neutrality, independence, morality, as well as respect for current laws.

Single paragraph. For the purposes of this Code, the following are considered:

I - confidentiality - duty to maintain confidentiality on all information obtained as a result of its activities at CAMACAN LATAM, unless expressly authorized by the parties involved;

II - competence - duty to have adequate and continuous professional qualification, observing the minimum parameters defined by CAMACAN LATAM;

III - impartiality - duty to act with no favoritism, preference or prejudice, ensuring that personal values and concepts do not interfere with the result of the work;

IV - neutrality - duty to maintain equidistance between the parties, respecting their points of view, with the attribution of equal value to each of them;

V - independence - duty to act freely, without admitting any internal or external pressure;

VI - morality - duty to act correctly, in accordance with the rules and professional ethics.

VII - credibility - must build and maintain credibility with the parties, being independent, frank and consistent.

VIII - diligence - care and prudence must be taken to ensure regularity, ensuring the quality of the process and actively taking care of all its fundamental principles.

CHAPTER I - ARBITRATORS

I - AUTONOMY OF THE WILL OF THE PARTIES

The arbitrator must recognize that the arbitration is based on the autonomy of the parties' will, and should focus its performance on this premise.

The principle of autonomy of the will is the foundation of the arbitration institute, due to the freedom that the parties have to establish it in the available legal relations of patrimonial nature, in order to resolve possible disputes.

In the performance of his function, the arbitrator shall proceed with impartiality, independence, competence, diligence and confidentiality, as well as requiring that these principles are strictly observed by the parties and by the Mediation and Arbitration Centrals, in order to provide a fair and effective decision conflict.

Arbitrator duties:

- I. Should be independent and impartial before and during arbitration;
- II. Should be impartial, deciding in accordance with your free conviction, rational and justified the realization of justice;
- III. Should be independent, and must act with transparency, without any connection or even approximation with the parties involved in the dispute;

IV. Do not maintain direct contact with the parties and their lawyers until the definitive end of the process. If it is necessary to assist them, do not do it individually, but in the presence with the other members of the arbitral tribunal.

V. Should be diligent, ensuring the regularity and quality of the procedure, without sparing efforts to proceed in the best possible way regarding the investigation of the facts related to the conflict;

VI. Should be competent and efficient, where the charge should only be accepted if you can dedicate the time and attention necessary to satisfy the reasonable expectations of the parties to the arbitration, just as accepting the charge presupposes that you have the necessary qualification to resolve the issues disputes and adequate knowledge of the language corresponding to the arbitration.

II - FUNDAMENTAL PRINCIPLES

The arbitrator will accept the charge if he is convinced that he can perform his function with competence, speed, impartiality and independence.

III - ARBITRATORS FRONT TO THEIR APPOINTMENT

Once the appointment is accepted, the arbitrator agrees with the parties, and must comply with the terms agreed upon at the time of his investiture. The arbitrator must not resign, except in exceptional circumstances for a serious reason that makes it impossible for him to exercise his function.

IV - ARBITRATOR FRONT TO ACCEPTANCE OF CHARGE

The arbitrator must face the parties:

I. Use prudence and truthfulness, refraining from promises and guarantees regarding the results.

II. Avoid conduct or appearance of improper or questionable conduct.

III. Stick to the commitment contained in the arbitration agreement, as well as not having any other commitment to the party that indicated it.

IV. Reveal any interest or relationship that is likely to affect independence or that may create an appearance of bias or bias.

V. Be loyal, as well as loyal to the relationship of trust and confidentiality inherent in your job.

V - ARBITRATOR IN FRONT OF THE PARTIES

The referee shall, in relation to the other referees:

- I. Obey the principles of cordiality and solidarity;
- II. Be respectful in deeds and words;
- III. Avoid making references in any way to disparaging arbitrations that you know are or have been in charge of another arbitrator;
- IV. Preserve the process and the person of the arbitrators, including when replacing them.

VI - ARBITRATOR IN FRONT TO OTHER ARBITRATORS

The referee must:

- I. Maintain integrity of the procedure;
- II. Conduct the procedure fairly and diligently;
- III. Decide with impartiality, independence and according to your free belief;
- IV. Keep confidentiality about the facts and circumstances exposed by the parties before, during and after the arbitral proceedings are concluded;
- V. Behave with zeal, striving so that the parties feel supported and have the expectation of a regular development of the arbitration procedure;
- VI. Ensure the custody of documents;

VII - ARBITRATOR IN FRONT TO THE ARBITRAL PROCEDURE

The referee must:

1. Cooperate for good quality of the services provided by CAMACAN LATAM;
2. Maintain the qualification standards required by CAMACAN LATAM;
3. Comply with the institutional and ethical rules of arbitration;
4. Submit to this Code of Ethics, reporting to CAMACAN LATAM any violation of its rules;
5. The arbitrator must avoid the use of elements collected in arbitrations in which he is or has participated in the publication of journalistic or technical-legal articles that may provide the identification of the parties and / or the subject matter of the controversy by the target audience of such matters ;

6. Ensure that expenditures do not rise in an excessive proportion, making arbitration excessively costly, being prepared for the hearings, having previously and properly studied the case;
7. The arbitrator must refrain from using information collected during the arbitration procedure to obtain personal or third party benefits, or that could affect any third party's interests;
8. The arbitrator, before, during and even after the end of the arbitration, must keep secrecy about the procedure, the debates, the deliberations of the arbitral tribunal and the content of the arbitral award, save

VIII - ARBITRATOR IN FRONT OF THE MEDIATION AND ARBITRATION CASE OF CANNABIS AND LATIN AMERICAN HEALTH

The arbitrator must deliver to CAMACAN LATAM any and all working documents or papers that are in his possession or, at the discretion of the parties, promote their destruction, by means of a respective term signed by all, without keeping copies or virtual records.

Mediation and conciliation are based on the autonomy of the parties' will, and mediators and conciliators should focus their actions on this premise.

CHAPTER II - MEDIATOR

I - AUTONOMY OF THE WILL OF THE PARTIES

The mediator must base his activities on the following principles: confidentiality, competence, impartiality, neutrality, credibility, independence and diligence.

II - FUNDAMENTAL PRINCIPLES

I. Will accept the charge only if they are imbued with the purpose of acting in accordance with the fundamental principles established and ethical norms established here.

II. It will reveal, before accepting the charge, the existence of an interest or relationship that may affect impartiality, give rise to the appearance of partiality or

the breakdown of independence, so that the parties have elements of assessment and decision on its continuity.

III. It will evaluate the applicability or not of the procedure chosen by the parties to the specific case.

IV. You will be required to accept the appointment, following the agreed terms and regulations of CAMACAN LATAM.

III - MEDIATOR FRONT TO THE APPOINTMENT

The choice of mediator presupposes a relationship of trust, which is why the chosen and appointed mediator must:

I. To guarantee the parties the opportunity to understand and evaluate the implications and consequences of the mediation or conciliation process in each item negotiated during the procedure.

II. Use prudence and truthfulness, refraining from promises and guarantees regarding the results.

III. Dialogue separately with one party only when knowledge and equal opportunity are given to the other.

IV. Ensure that the parties have an equal opportunity of voice and legitimacy in the procedure, ensuring a balance of power.

V. Ensure that the parties have sufficient information so that they can assess the facts and decide.

VI. Refrain from forcing acceptance of an agreement or making decisions by the parties.

VII. Observe the impediment of not acting as a professional hired by any of the parties to deal with matters that have a correlation with the object of mediation or conciliation, nor be witnesses of any of them in a supervening judicial process that deals with the same matter.

IV - MEDIATOR FRONT TO THE PARTIES

The mediator and the conciliator, in the course of the process, should:

- I. Guarantee the parties the opportunity to understand and evaluate the implications and consequences of the process and of each item negotiated in the preliminary interviews and in the Mediation course;
- II. Clarify the fees, costs and form of payment.
- III. Use prudence and truthfulness, refraining from promises and guarantees regarding the results;
- IV. Dialogue separately with one party only when knowledge and equal opportunity are given to the other;
- V. Clarify the part, at the end of a separate session, which points are confidential and which may be known by the other party;
- VI. Ensure that the parties have a voice and legitimacy in the process, thus ensuring a balance of power;
- VII. Ensure that the parties have sufficient information to evaluate and decide;
- VIII. To recommend to the parties a legal review of the agreement before signing it.
- IX. Refrain from forcing acceptance of an agreement and / or making decisions by the parties.
- X. Observe the restriction of not acting as a professional hired by any of the parties, to address an issue that has a correlation with the mediated matter.

V - MEDIATOR FRONT TO THE PROCESS

The mediator should:

- I. Describe the Mediation process for the parties;
- II. Define, with the mediators, all procedures relevant to the process;
- III. Clarify as to confidentiality;
- IV. Ensure the quality of the process, using all available techniques and capable of carrying out the objectives of the Mediation;
- V. Ensure the confidentiality of procedures, including with regard to the care to be taken by the technical team in handling and archiving the data;
- VI. Suggest the search and / or participation of specialists as their presence is necessary for clarification to maintain equanimity;
- VII. Stop the process in the face of any ethical or legal impediment;
- VIII. Suspend or end the Mediation when it concludes that its continuation could harm any of the mediated or when requested by the parties;

IX. Provide the parties, in writing, with the conclusions of the Mediation, when requested by them.

VI - MEDIATOR FRONT TO CAMACAN LATAM

- I. Cooperate for the quality of services provided by CAMACAN LATAM.
- II. Maintain the standards of qualification, training, improvement and specialization required by CAMACAN LATAM.
- III. Comply with the institutional and ethical standards of CAMACAN LATAM.
- IV. Submit to this Code of Ethics, reporting to CAMACAN LATAM any violation of its rules.

CHAPTER III - DISPUTE BOARDS RESOLUTION COMMITTEE

The Parties shall cooperate with each other, as well as with the members of the Dispute Resolution Committee (CRD) in conducting the work, in the application of the Dispute Boards Regulation and this Code of Ethics.

I - PRINCIPIOS FUNDAMENTALES

- I. to resolve swiftly, technically and based on the strict observance of the contract signed between the Parties ("Contract") the disputes that may occur during the execution of the contractual scope;
- II. protect the schedule and contractual scope of the Parties' individual interests;
- III. stimulate the solution of possible contractual disputes at the time of its appearance, avoiding the complications and costs associated with its extension over time;
- IV. collaborate with the preservation of the relationship between the Parties.

II - DISPUTE RESOLUTION COMMITTEES IN FRONT OF THE FORMATION

The Technical Members and the Chairman of the Committee should preferably be chosen from among the members of the lists made available by CAMACAN LATAM, formed by professionals of recognized experience in their areas of expertise and certified to perform in a technical and efficient manner the functions that will be assigned to them. entrusted by the Parties.

III - FUNCTIONS OF THE DISPUTE RESOLUTION COMMITTEE:

I. Providing informal assistance: at the request of either Party or on its own initiative, the CRD will provide assistance (“Informal Assistance”) to the Contract Parties for the amicable settlement of the conflict related to the contract. When providing Informal Assistance, the CRD may use whatever technique it deems convenient, choosing to encourage direct negotiation between the Parties, to assist in conciliation or to act in the mediation of the conflict;

II. Issue conclusion: at the joint request of the Parties, the CRD shall issue a conclusion (“Conclusion”) on the consultation submitted to it, which is not mandatory for adoption;

III. Issue recommendation: at the joint request of the Parties, the CRD shall issue a Recommendation (“Recommendation”) on consultation regarding the controversy submitted to it, which is not mandatory.

IV. Issue decision: upon joint request or by one of the Parties, the CRD shall issue a decision (“Decision”) on a consultation regarding the controversy that is submitted to it, which must be adopted.

IV - PERMANENT AND AD HOC DISPUTE RESOLUTION COMMITTEE

The CRD may act following the performance of the contract on a permanent basis (“Permanent CRD”) or at the request of the Parties (“CRD Ad Hoc”):

I. Permanent CRD: formed at the time of the conclusion of the contract or within a period subsequent to its conclusion, remaining active throughout the term of the contract, regardless of the existence or not of a dispute; and

II. Ad Hoc CRD: formed only when a formally submitted controversy occurs, remaining active until the decision is issued and after the procedures applicable to it have been exhausted.

The Permanent CRD and the Ad Hoc CRD may consist of 1 (one) member or 3 (three) members, with the CRD consisting of 1 (one) member having only the Chairman of the Committee and the CRD comprising 3 (three) members will have 2 (two) Technical Members and 1 (one) Committee Chairman.

V - REQUIREMENTS FOR THE PERFORMANCE OF TECHNICAL MEMBERS AND THE COMMITTEE CHAIRMAN

I. Upon accepting their nomination, the Technical Members and / or the Chairman of the Committee undertake to exercise their functions in accordance with these Regulations.

II. The Technical Members and the Chairman of the Committee must proceed with independence, impartiality, competence, diligence and discretion during the exercise of their functions.

III. Every candidate for CRD membership must sign a declaration of independence, impartiality and availability and immediately communicate, in writing, to the Parties, the other components of the CRD and the CAMACAN LATAM Secretariat, all the facts and circumstances that may put in doubt before the Parties his independence, impartiality and lack of availability, including those that may arise during his term.

IV. Unless otherwise agreed, if a Party wishes to challenge a member of the CRD due to the alleged lack of independence, impartiality, competence and / or availability, or for any other reason, such as noncompliance with its duties, it must do so within 10 (ten) days, counted from the knowledge of the facts that motivated the challenge. Unless otherwise agreed, the request must be submitted to CAMACAN LATAM, which, with due regard for the right of the other Parties concerned, to decide the matter.

V. If the challenge of a member of the CRD is accepted, the member must be replaced, as provided in this Regulation.

VI. Any Member of the CRD may resign his mandate, provided he notifies the Parties, the other members of the CRD and the CAMACAN LATAM Secretariat, and must remain in the exercise of their functions at least until the end of the month following the resignation.

VI - PROCEDURES OF THE DISPUTE RESOLUTION COMMITTEE

I. The procedure before the CRD will be governed by the agreement between the Parties, reflected in the Contract and other instruments, by the Term and, in their silence, by this Regulation, the CRD will be responsible for filling any gaps and detailing the procedure. Nevertheless, the CRD will have the power to:

- a - determine the language of the procedure, subject to possible agreements between the Parties;

- b - request the Parties to submit all documents that the CRD deems necessary to perform its functions;
- c - call meetings, visits to the place of performance of the Contract and hearings;
- d - decide on all procedural issues raised during a meeting, visit d - at the place of performance of the Contract or hearing;
- and - appoint experts, provided that the parties agree with it;
- f - interrogate the Parties, their representatives and any witnesses that the CRD summons, in the order that suits them;
- g - take measures to preserve evidence; and
- h - take all necessary measures for the faithful exercise of its functions.

VII - DISPUTE RESOLUTION COMMITTEE IN FRONT OF CAMACAN LATAM

- I. Cooperate for the quality of the services provided by CAMACAN LATAM.
- II. Maintain the standards of qualification, training, improvement and specialization required by CAMACAN LATAM.
- III. Comply with the institutional and ethical standards of CAMACAN LATAM.
- IV. Submit to this Code of Ethics, reporting to CAMACAN LATAM any violation of its rules.