



DISPUTE BOARDS REGULATION

CHAPTER I - GENERAL PROVISIONS

Art. 1 The Committee for the Prevention and Resolution of Disputes of the Câmara de Mediação e Arbitragem da Cannabis e Saúde Latino-Americana - CAMACAN LATAM, is constituted by specialists to assist the parties of a contract to resolve controversy arising from its execution.

Art. 2 The Committee is not an arbitral tribunal and its final provision does not produce the effects of a judgment rendered in judicial or arbitral proceedings.

Art. 3 The submission of controversy to the Committee, which will act according to the rules of this regulation, will be contracted by the parties in writing. When chosen, this Regulation becomes an integral part of the contract and the submission of any dispute to the Committee will be mandatory.

CHAPTER II - COMMITTEE MODE

Art. 4 There are two types of Committee:

- I. Recommendation Committee
- II. Decision Committee. In the absence of an express choice by the parties, the Committee will be a Decision.

Art. 5 The Recommendation Committee issues recommendations to the parties in order to settle a dispute submitted to it. Compliance with the recommendation is binding on the parties, unless formally rejected.

§1º The party that wishes to reject a Recommendation must notify the Committee and the other parties, in writing, within 15 (fifteen) days of receiving the Recommendation, justifying the rejection (“Rejection Notification”), as well as its decision to submit the dispute to Arbitration or to the Judiciary, as determined by the contract. In this case, compliance with the Recommendation will be suspended.

§2º The notifying party must initiate the arbitration or judicial proceeding within 30 (thirty) days from the submission of the Rejection Notice. If it does not, the suspension provided for in paragraph 1 of this article will cease, and the Recommendation will become binding and immediately enforceable.

§3º Failure to comply with a binding Recommendation will result in the relevant contractual and legal effects.

Art. 6 The Decision Committee issues a decision to settle a dispute submitted to it. The Decision is binding and immediately enforceable.

§1° The Decision can be challenged by the parties, by means of notification to the Committee and the other parties, in writing, within 15 (fifteen) days from the receipt of the Decision, justifying the challenge (“Notification of Dissatisfaction”).

§2° Any of the parties may submit the controversy to arbitration or to the Judiciary, as the case may be. However, the Decision will remain binding and must be enforced until the arbitral tribunal or the Judiciary decides otherwise

§3° Failure to comply with a Decision will result in the relevant contractual and legal effects.

Art. 7 There are two types of Committee, permanent or ad hoc. In the absence of a choice expressed by the parties, the Committee will be permanent.

Art. 8 The parties may at any time agree to the extinction of the Committee, provided that they do so together and expressly.

§1° The request for installation of the Standing Committee, unless specifically agreed by the parties, must be submitted within 60 (sixty) days after the date of conclusion of the contract, regardless of the existence of controversy.

§2° The Standing Committee will be extinguished after all controversies submitted to it have been resolved and the execution of all contractual obligations ends (with the exception of guarantee periods, confidentiality obligations and the like).

Art. 9 The application for the installation of an ad hoc Committee must be submitted by either party to address specific disputes. The ad hoc Committee will be extinguished after the issuance of its Final Provision and eventual response to a request for clarification.

Single paragraph. Unless otherwise agreed by the parties, the members of the ad hoc Committee will be automatically reappointed to resolve a possible new dispute.

CHAPTER III - INSTALLATION

Art. 10 Anyone over 21 (twenty-one) years of age, who is independent and impartial, may be a member of the Committee.

§1° When appointed, the Committee Member shall inform the parties and other Committee Members in writing of any facts or circumstances that may give rise to justified doubts as to their independence and impartiality.

§2° If, during the exercise of his functions, facts or circumstances arise that give rise to doubts about his independence and impartiality, the Committee Member

must immediately inform such facts and circumstances in written communication addressed to the parties and the other Members of the Committee.

§3° Any party may challenge a Member of the Committee based on an alleged lack of independence or impartiality, provided that it does so, within 7 (seven) days, from the indication of the Committee Member or from the knowledge of the referred facts or circumstances. the impediment or suspicion, by means of a duly substantiated request, addressed to the President of CAMACAN LATAM, who will definitively decide the matter.

§4° Committee Members may not act in judicial, arbitration or similar proceedings related to controversy submitted to the Committee, either as an arbitrator, expert, technical assistant, legal representative of a party or consultant, unless otherwise agreed by the parties or as a result of legal determination.

Art. 11 The party interested in constituting a Committee must notify CAMACAN LATAM within the period established in article 8, in cases of Standing Committee, or as provided for in article 9, in cases of ad hoc Committee.

Art. 12 In the absence of agreement on the number of Members of the Committee, the Committee will consist of 3 (three) members.

Single paragraph. In the Committee composed of 3 (three) members, each party will appoint 1 (one) Member of the Committee within 7 (seven) days. These will jointly appoint the Chairman of the Committee also within 7 (seven) days. In the event of the absence of nomination by any Member of the Committee, the respective appointment will be the responsibility of the President of CAMACAN LATAM.

Art. 13 The Chairman of the Committee must have legal training and, preferably, experience in conducting self-composed methods of conflict resolution.

Single paragraph. In case of non-compliance with his duties, the President of CAMACAN LATAM may replace the Committee Member.

Art. 14 When a Member of the Committee is replaced, the nomination of the substitute shall observe the same rules as his nomination. When the Committee is composed of 3 (three) or more members and 1 (one) of them is replaced, the others will remain in the exercise of their functions, with all acts performed before the replacement being valid.

Single paragraph. Unless the parties expressly express otherwise, hearings and the issuance of Recommendations and Decisions will be postponed until the replacement of the Committee Member.

CHAPTER IV - OPERATION

Art. 15 The Committee and the parties, when signing the Term of the Dispute Prevention and Resolution Committee, will define the way in which the Committee will monitor the execution of the contract, including the provision of periodic reports, technical visits to the place of execution, meetings with the parties and other forms

deemed appropriate. In case of omission, the Committee will define them and submit them to the parties. These rules may be modified in the course of the contract, by consensus between the parties and the Committee's agreement, to meet the evolution of its execution. The Committee may, justifiably, make extraordinary visits to the place of execution, request documents or designate extraordinary meetings. At the recommendation of the Committee, the CAMACAN LATAM Secretariat may prepare minutes of visits to the place of execution and meetings held by the Committee and with the parties.

§1° The CAMACAN LATAM Secretariat will provide a place or virtual environment of common access to the parties and the Committee ("Virtual Environment").

§2° All Information and Documents established by the parties and by the Committee will be posted by the parties in the Virtual Environment, within the terms and formats provided for in Article 15 of these Regulations.

§3° Within a minimum period of 10 (ten) days prior to each Regular Meeting, or 48 (forty-eight) hours prior to each Extraordinary Meeting, the parties shall inform the CAMACAN LATAM Secretariat, by email, of the items to be included in the agenda and forward any documents related to the topics. The CAMACAN LATAM Secretariat, immediately after the deadline, will draft the Meeting Agenda and post it in the Virtual Environment, as well as any documents received, communicating to the parties and the Committee.

Art. 15 The parties, the Members of the Committee and the representative of the Secretariat of CAMACAN LATAM, together, will sign the Term of the Committee for the Prevention and Resolution of Disputes, with which the Committee considers itself installed.

Single paragraph. If the contract establishes a different number of members of the Committee or in case of difficulties, of any nature, for the installation of a Committee, it will be incumbent upon the President of CAMACAN LATAM, at the request of either party and, if possible, before hearing the other party, , decide as much as necessary for its proper installation.

Art. 16 The Committee and the parties will hold Ordinary Meetings, at intervals of about 60 (sixty) days, according to a calendar to be defined annually.

§1° The parties will inform the Committee on all matters in progress in the execution of the contract and submit to it all the subjects of dissent that have been included in the Agenda.

§2° The Committee will assist the parties to find a solution for each topic under discussion.

§3° The issues resolved during the Meeting will be recorded in Minutes.

§4° The parties may suspend the discussion of items on the Agenda, if they consider it possible to resolve them amicably after the Meeting, making this suspension appear in the Minutes. At the next meeting, the parties will inform the

Committee of the resolution or progress of the topic, the discussion of which has been suspended.

Art. 17 If the parties do not resolve the impasse during the Meeting or suspend their discussion, the Committee shall designate a deadline for the Requesting party to submit its Dispute Submission and any documents, as well as allow the Requested Party a period to submit a Response and any documents.

Art. 18 For the formation of its free conviction, the Committee may, at its discretion or at the request of the parties, request complementary documents, perform due diligence and determine the performance of technical evidence, hearing from representatives of the parties and / or witnesses and other measures that understands reasonable.

Art. 19 If, in the period between two Regular Meetings, an impasse arises whose solution, in the understanding of either party, cannot wait for the next Regular Meeting, the interested party may request the Committee, by means of an electronic message with a copy to the other party and the CAMACAN LATAM Secretariat, the holding of an Extraordinary Meeting within a period not exceeding 10 (ten) days from the request.

Single paragraph. The preparation, holding and progress of the Extraordinary Meeting will observe the procedures of the Regular Meetings (articles 17 to 19 of these Regulations).

Art. 20 In the case of an ad hoc Committee, the rules applicable to the Extraordinary Meeting will be observed, starting as soon as the installation procedure is concluded.

CHAPTER V - PROVEMENTS

Art. 21 Interlocutory resolutions and Final Provisions shall, as far as possible, be rendered unanimously or, failing this, by a majority of votes. Each Committee Member is entitled to 1 (one) vote. The Committee Member who eventually disagrees with the Final Provision will explain its reasons in writing.

Art. 22 The Final Provision must be rendered within a period of 30 (thirty) days from the date of the closing of the instruction or due diligence referred to in article 4.11 of these Regulations. Such term may be extended for another 15 (fifteen) days, at the Committee's discretion, in view of the complexity of the controversy.

Art. 23 The Final Provision must, objectively and concisely, contain:

- I. brief report of the controversy;
- II. summary of the procedure followed by the Committee;
- III. the grounds on which the Committee was based;
- IV. the Recommendation or Decision, as the case may be; and
- V. the date, place, and signature of all Committee Members.

Art. 24 If any Member of the Committee is unable or refuses to sign the Final Provision, the Chairman of the Committee shall certify such fact.

Art. 25 Any party may request the Committee to correct a formal error or to clarify any omission, doubt or contradiction of a Final Provision, within 10 (ten) days after receiving it.

§1° The Committee's response will be made within 10 (ten) days, and, if deemed appropriate, grant a period of 10 (ten) days for the counterparty to manifest itself.

§2° As from the date of submission of the request for clarification, the term mentioned in article 2.4 will automatically be suspended, which will run again on the date of receipt by the parties of the Committee's statement.

CHAPTER VI - FINAL PROVISIONS

Art. 26 Unless the parties agree, the Committee will be empowered to deliberate on all matters related to the applicable procedure and to take the necessary measures to fulfill its functions.

Art. 27 In the exercise of its functions, the Committee will act with independence, impartiality and will ensure equal treatment and contradiction to the parties.

Art. 28 The parties must act in good faith and collaborate with the Committee, responding to their requests to ensure the efficiency of the procedure.

Art. 29 The parties will be responsible for the costs related to the procedure, including transportation, accommodation and all the necessary means for the Committee to properly exercise its functions, under the terms of the specific cost table to be made available by CAMACAN LATAM.

Art. 30 Unless otherwise specified, the procedure is confidential, and the right to use it in judicial or arbitration proceedings related to the disputes submitted to the Committee is ensured.

Art. 31 It is incumbent upon the President of CAMACAN LATAM to apply and enforce the rules of this Regulation, aiming at resolving doubts and guiding their application, including regarding omitted cases

Art. 32 CAMACAN LATAM and persons linked to it are not responsible for any act or omission related to the Committee's activities.

Art. 33 This Regulation enters into force on the date of its dispatch, applying to the Prevention and Dispute Resolution procedures initiated before CAMACAN LATAM from the year 2021.