



MEDIATION REGULATION

PREAMBLE

As Mediation involves psychological, emotional, relational, business, legal, sociological aspects, among others, the Mediation procedure established here may, when necessary, in order to maximize more effective results, using specialized professionals in the different areas that involve the controversy, allowing an interdisciplinary solution through the complementarity of knowledge.

In this regulation, in some cases, co-mediation is allowed, which is the process carried out by two (or more mediators) and which allows collaborative action by mediators, parties to conflicts and their lawyers, to maximize the prospect of a consensual solution and expand Mediation's quality control.

This regulation allows both the provocation of the Extrajudicial Mediation procedure as a result of the Mediation Commitment Clause, provided for in a contract signed by the interested parties, as well as the attempt resulting from the unilateral provocation of one of the parties, when there is no previous Convention, making a difference however in the technical configuration of the acts of communication and in the care to collect the conscious and unequivocal manifestation of being a voluntary procedure.

CHAPTER I

GENERAL PROVISIONS

Art. 1 The parties that decide to submit to a Mediation procedure before the Câmara de Mediação e Arbitragem da Cannabis e Saúde Latino-Americana – CAMACAN LATAM - CAMACAN LATAM, registered with CNPJ under nº. 40.176.055 / 0001-71 with headquarters in Rio de Janeiro / RJ, accept and are bound by the present Regulation.

§ 1º The conflict that deals with available rights or with unavailable rights that admit a transaction may be the object of mediation in this Mediation Chamber.

§ 2º Mediation can deal with all or part of the conflict.

Art. 2 The mediation provided for in this regulation will be guided by the following principles:

- I. impartiality of the mediator;
- II. equality between the parties;
- III. orality;

- IV. informality;
- V. autonomy of the parties' will;
- VI. Consensus search;
- VII. confidentiality;
- VII. good faith.

§1º In the event of a contractual provision for a mediation clause, the parties must attend the first mediation meeting, under the penalties provided for in the contract or, in the absence of a contractual provision, those defined in Law 13.140 / 2015.

§2º No one will be forced to remain in the mediation procedure.

§3º It will be up to the parties to deliberate on gaps in the present regulation, being able to delegate this task to the CAMACAN LATAM Mediator or to the Board of Directors, if they so wish.

Art. 3 The parties must participate in the process personally or remotely. In the proven impossibility of doing so, they may be represented by another person with a power of attorney who grants special powers to waive rights, compromise and sign agreements.

§1º The parties may be accompanied by lawyers or public defenders. The parties can also be assisted by other technical advisors and by people they trust or choose, provided that these presences are agreed between the parties and considered by the Mediator, useful and pertinent to the necessary balance of the process.

§2º When one of the parties appears accompanied by a lawyer or public defender and the other party without the respective assistance, the mediator will suspend the procedure, until all are duly assisted.

CHAPTER II

INITIAL MEDIATION REQUEST

Art. 4 Any capable person involved in a conflict of law available or negotiable, upon payment of the respective fees and costs, may request in writing the performance of this institution in an attempt to proceed with mediation, pointing out the existence or not of a Convention of Mediation between the parties, indicating the object of the dispute and all the data necessary for the necessary communications.

§1º The interested party must file the Mediation request via its own form, available on the CAMACAN LATAM website;

§2º The Mediation request must include:

- I - name, contact email, address and qualification of the parties;
- II - name, contact email, address and qualification of the parties' lawyers, accompanied by the respective power of attorney;

- III - copy of the social contract and document that confers the powers of representation of the legal entity;
- IV - the object of the controversy, with a brief explanation of the reasons that support the claim;
- V - full copy of the document containing the mediation clause, if any;
- VI - estimate of the amount attributed by the claimant to the litigation.

§3° The documents essential for the understanding of the conflict must accompany the initial application.

Art. 5 If the Mediation request is in conformity with this Regulation and there is no provision for a mediation clause in a contract or other document, CAMACAN LATAM, after opening a procedure in its system, will contact the invited party informing about the request for mediation. Mediation and calling her to participate in the pre-mediation meeting, already scheduled. Accompanying the invitation are the links to access the Mediation Regulation, the Table of Costs and Fees of the Mediator.

§1° The invitation to participate in the pre-mediation meeting must be accepted within 10 (ten) business days after the respective receipt by the invited party. Failure to reply within the indicated deadline will imply tacit refusal and will be communicated to the requesting party.

§2° If the invited party is not found at the address provided by the requesting party, it must be informed so that it can provide a new address within 10 (ten) working days. Once this period has passed without a new address or other form of contact being provided, the procedure will be archived.

§3° The express refusal of the invited party regarding the mediation invitation will be communicated to the requesting party and will imply the archiving of the procedure.

§4° The pre-mediation meeting will be individual, except when the parties request it to be held jointly, and may be held at CAMACAN LATAM headquarters or by videoconference.

§5° The pre-mediation meeting is for information purposes only and its occurrence does not matter at the beginning of the Mediation procedure. The purpose of the prior meeting is to explain the role of the facilitators and mediators of CAMACAN LATAM, to clarify about techniques and stages of mediation, in addition to the costs, responsibility and expected posture of the parties and their lawyers.

§6° The initial Mediation term can be signed in the Pre-Mediation.

Art. 6 The Mediation request has been carried out and the existence of a Mediation Commitment Clause or other document that convinces the attempted mediation between the parties has been verified, the date, time and place for the beginning of the mediation procedure will be designated, which should not happen. before 15 days of the request, nor after 45 days, except for several provisions established in the Mediation Convention, issuing the Invitation / Notification to another party, which will be

forwarded with Notice of Receipt, with the warning of the existence of the Mediation Convention and the legal and contractual consequences that may exist about not attending the initial meeting.

Single paragraph. The mediation procedure only begins with the signing of the Initial Mediation Term, which can only occur after confirmation of payment by CAMACAN LATAM, the slips referring to the administration fee and the honorary amount.

CHAPTER III

CHOICE OF THE MEDIATOR

Art. 7 The Mediator is chosen by the collaborative method, where the parties can:

- a) waive the right of choice, making the other party's exclusive choice feasible;
- b) delegate to CAMACAN LATAM to appoint the Mediator;
- c) participate in the choice of the Mediator, through the elaboration of a list, initially made by the party requesting the Mediation, which will select the names of Mediators, assuming that it will accept that the Mediation be conducted by any of the persons listed there.

§1° The List of Mediators will contain persons qualified to carry out the Mediation, with a summary of their qualifications and previous experiences.

§2° The option expressed by the requesting party as to the possible waiver, delegation or participation in the choice will be informed in the Invitation / Notification sent to another party, with the clarifications of the collaborative method of choice and the signaling that the choice of any of those persons indicated in the list, unless it is refused or supervening impossibility, it will be the Mediator who will conduct the Mediation procedure.

§3° It will also be warned in the respective Invitation / Notification that the manifestation of the choice of the Mediator must be made by express communication up to 5 days before the date of the designated initial meeting. And also, that silence will imply the tacit acceptance of the first name on the list indicated, or the name indicated by CAMACAN LATAM.

§4° It will also be warned in the respective Invitation / Notification that if the invited party understands that of the names on the list, it has reason to argue the impediment or suspicion of at least two of them, it must manifest at least 5 days before the designated meeting, manifest this objection, indicating the names against which it believes there is restriction, with the summary of its justifications, and choosing the Mediators that will appear on the institution's website, other names to replace those mentioned, reformulating the list, and being aware that in this case the choice The final request will be made by the requesting party to the Mediation that will be notified for this purpose, and whose silence will imply the tacit acceptance of the first name of the new list.

§5° If it is impossible, for any reason, for the chosen Mediator to accept the mission, the parties may by consensus choose a new Mediator, included or not in the List of Mediators. In the absence of consensus, the Technical Director of CAMACAN LATAM will be responsible for appointing another Mediator, who may only be refused by the parties, if there is a reason for impediment or suspicion.

Art. 8 The parties may, by mutual agreement, choose the mediator not registered with CAMACAN LATAM. Sole paragraph: in the event of the caput, the professional must conclude the partnership agreement with CAMACAN LATAM and observe the Code of Ethics for Mediators.

Art. 9 The chosen single Mediator may recommend co-mediation, whenever he deems beneficial to the purpose of Mediation, already suggesting the name of the co-mediator, but the decision to accept this proposal, including the proposed name, will depend on consensual acceptance. of the parties.

§1° The amount of the honorary amount for the CAMACAN LATAM Mediation corresponds to the payment of a single mediator. In the case of co-mediation, the fee must be paid to each mediator participating in the procedure.

§2° The rules of this Regulation referring to the mediator also apply to the co-mediator.

§3° The person designated as mediator has the duty to reveal to the parties, before accepting the function, any fact or circumstance that may give rise to justified doubt regarding their impartiality to mediate the conflict.

Art. 10 The mediator must sign the Term of Acceptance and Declaration of Independence before starting his activities.

Single paragraph. The mediator is prevented, for a period of 1 year, from the end of the mediation procedure, from advising, representing or sponsoring any of the parties.

CHAPTER IV

PERFORMANCE OF THE MEDIATOR

Art. 11 Mediation meetings will preferably be held together with the parties in person or remotely on third party video conferencing platforms, subject to their respective terms and conditions, which must be previously analyzed and agreed by the participants.

§1° Understanding relevant and counting on the agreement of the parties, the Mediator may meet separately with each one of them, respecting the provisions of the CAMACAN LATAM Mediators Code of Ethics, regarding equal opportunities and confidentiality in this circumstance.

§2° In the meeting with the party, separately, the lawyer, or public defender, of the respective party, will also be invited to participate.

Art. 12 The Mediator may conduct the procedures as he deems appropriate, taking into account the circumstances, what is established in the negotiation with the parties and the speed of the process itself.

Art. 13 The Mediator will ensure that there is a balance of participation, information and decision-making power between the parties.

Art. 14 Unless the parties provide otherwise, or the law restricts, the Mediator may:

- I. increase or decrease any term;
- II. inquire what you consider necessary for the proper development of the Procedure;
- III. ask the parties to make available to them everything they need for their own inspection or that of any expert, as well as the presentation of a document or class of documents that are in their possession, custody or disposition power, as long as they consider relevant to their analysis, or by any of the parties;
- IV. request the parties to seek all technical and legal information necessary for decision making.

CHAPTER V

IMPEDIMENTS AND CONFIDENTIALITY

Art. 15 The same rules of impediment and suspicion apply to the Judge, as provided for in the civil procedural law, to the Mediator.

Art. 16 The Mediator will be prevented from acting or being directly involved in procedures subsequent to Mediation, such as in Arbitration or in the Judicial Process, regarding the object of this Mediation.

Art. 17 Mediation information is confidential and privileged. The Mediator, any of the parties, or any other person acting in the Mediation, may not reveal to third parties or be called or compelled, including in a subsequent Arbitration or Legal Process, to reveal facts, proposals and any other information obtained during the Mediation, except as exceptions provided for by law.

Art. 18 The documents presented during the Mediation must be returned to the parties, after analysis. The others must be destroyed or filed as agreed.

Art. 19 The information provided by a party in a private session will be confidential, and the mediator may not reveal it to the others, unless expressly authorized.

CHAPTER VI

RESPONSIBILITIES OF THE MEDIATOR

Art. 20 The Mediator cannot be held responsible by any of the parties for an act or omission related to the Mediation conducted in accordance with ethical standards and the rules agreed with the parties.

CHAPTER VII

MEDIATION MEETING

Art. 21 Mediation is considered to have been instituted on the date for which the initial meeting is scheduled.

Single paragraph. As long as the mediation procedure is in progress, the statute of limitations will be suspended.

Art. 22 Once mediation has started, subsequent meetings, in person or remotely, of the parties may only be scheduled with your consent.

Art. 23 The chosen mediator will conduct the communication procedure between the parties, seeking understanding and facilitating conflict resolution.

Art. 24 The parties may be represented by a person with power of attorney, with a duly recognized signature, to whom decision-making powers are granted.

Art. 25 At the beginning of the first mediation meeting, the mediator must alert the parties to the confidentiality rules applicable to the procedure.

Single paragraph. Lawyers, public defenders or assistants accompanying the parties must sign a Confidentiality Agreement.

Art. 26 When only one of the parties appears accompanied by a lawyer, the mediator will suspend the procedure, in order to provide legal assistance to all participants.

Single paragraph. In the event of a refusal by the unaccompanied party to regularize its legal guidance, expressing an interest in continuing the procedure without the presence of a lawyer or public defender, this information must be expressly included in the minutes of the mediation session.

Art. 27 The mediator may hear the parties, one or more times, together or separately, as well as request the presentation of clarifications or additional documents.

Art. 28 The mediator will ensure that there is a balance of participation, information and decision-making power between the parties.

Art. 29 If the agreement is not possible, the mediator must draw up the term ending the mediation, stating the option of the parties not to continue in the mediation, or to submit the conflict to arbitration, when applicable.

§1° It is understood that the agreement is not possible when the parties so manifest, or by the decision of the mediator.

§2° The Arbitral Commitment Term may be drawn up and signed by the parties during the mediation meeting.

Art. 30 Any and all information related to the mediation procedure will be confidential in relation to third parties, and cannot be revealed even in an arbitration or judicial process, unless the parties expressly decide otherwise or when its disclosure is required by law or necessary for the compliance with an agreement obtained through mediation.

Single paragraph. The duty of confidentiality applies to everyone who participated in the mediation procedure.

Art. 31 When either party expresses its disagreement to participate in the Mediation, a Certificate will be issued by CAMACAN LATAM and made available to the other party, for the purposes for which it is intended.

CHAPTER VIII

VIRTUAL MEDIATION

Art. 32 In the virtual mediation procedure, all meetings will be held remotely including:

§1° The previous meetings dealt with in Article 5 of the CAMACAN LATAM Mediation Regulation;

§2° The joint and individual meetings of the mediator with the participants, provided for in Art. 11 of the CAMACAN LATAM Mediation Regulation.

Art. 33 Participants in virtual Mediation meetings must have a minimum technical apparatus that allows the work to be carried out without complications and in a satisfactory manner, as a guarantee of full and equal communication between the parties.

Art. 34 In order to hold virtual Mediation meetings, CAMACAN LATAM provides the use of third party platforms, subject to their respective terms and conditions, which must be analyzed and agreed in advance by the participants.

§1° CAMACAN LATAM is not responsible for the use, security or availability of these platforms.

§2° If the use of another platform is consensually required by the parties, CAMACAN LATAM must be informed in advance and in a timely manner so that the desired platform is analyzed, approved and ratified.

Art. 35 Once the virtual platform has been chosen, CAMACAN LATAM will request the Parties to inform the full names of the Participants and the electronic addresses that

must receive the access link, in order to send the invitations to hold the virtual Mediation meeting.

§1° It is the responsibility of the patrons of the parties to inform CAMACAN LATAM of the electronic addresses of all the participants, so that information regarding the virtual Mediation meeting is sent to them. It is also the responsibility of the patrons to inform CAMACAN LATAM and the Mediator in advance about other participants and any third parties who will be physically in the same location as another participant.

§2° CAMACAN LATAM will forward to the Mediator the list of people who will participate in the virtual Mediation meeting, duly accompanied by electronic addresses.

Art. 36 On the day designated for the virtual Mediation meeting, all participants must access the platform at least 30 (thirty) minutes before the scheduled time for the beginning of the work, for the last test of equipment functioning and verification of other technical issues.

§1° At the beginning of the meeting, it is suggested that the Mediator, in possession of the list of participants, confirm the presence of all, and that, in his opening statement, clarify to the participants about the dynamics of the virtual session and establish some basic rules and make yourself available for clarification on any difficulties in handling the platform.

§2° Participants will not be able to record mediation sessions by any means, including audio, video or digital;

§3° the Participants must, at the beginning of each virtual session, identify the name of all the people who will participate in the meeting, ensuring that unidentified third parties do not have access to the content of the meeting (visual or by listening);

§4° the participants must undertake not to access the other party's private session and not to use a document or proof, whose access has not been authorized. Any complication in this regard should, in the name of good faith, be notified to the Mediator as soon as it occurs.

§5° Participants undertake to access the platform in a reserved place, free of external noise and people outside the Mediation, avoiding public places.

§6° At any time during the course of the virtual Mediation meeting, the Mediator, by his own deliberation or at the request of the parties' patrons, may ask the participants to show the physical environment in which they find themselves (360° rotation) in order to verify and confirm the people present at the site.

§7° Possible slide presentations and / or documents to be viewed during the course of the virtual Mediation meeting must be displayed by the interested party through the screen sharing feature available on the platform.

§8° For better clarity in communications, each interlocutor must wait for the speech of his predecessor to finish.

§9° For individual meetings, CAMACAN LATAM, as event organizer (host), will be responsible for giving access to the individual virtual Mediation meeting room, sending the respective links to those who must access them. Likewise, CAMACAN LATAM will promote the participants' departure from the individual virtual Mediation meeting room, at the end.

§10° If there is any type of technical or other complication, the Mediator may suspend the virtual Mediation meeting, establishing by mutual agreement between the Participants its resumption on the same day or on a new date.

CHAPTER IX

COSTS AND FEES

Art. 37 The costs, thus taking into account the registration and administration fees and the fees of the Mediators, will be apportioned between the parties, unless otherwise provided.

Art. 38 The registration and administration fees, as well as the mediators' fees, must be requested through contact via email addressed to contato@camacanlatam.com. The values in force at the time of signing the Initial Mediation Term are also considered.

§1° Any other expenses necessary for the proper development of the mediation will be borne by the party requesting the act, or divided between the parties, when requested by the mediator, and must be paid in advance to the realization of the requested measure.

§2° The choice being made by a mediator residing outside the city of Rio de Janeiro - RJ, the parties must bear the costs corresponding to their travel and eventual accommodation.

Art. 39 CAMACAN LATAM's mediation procedure consists of two sessions of up to two hours. If there is a need for more sessions to resolve the conflict, the president of CAMACAN LATAM should provide the extra costs.

§1° The parties must prove in advance of the mediation session, the payment of the administration fee and the respective honorary amount.

§2° Non-payment of costs interrupts the mediation procedure, which, if it lasts for more than 30 (thirty) working days, will imply its closure.

CHAPTER X

CELEBRATION OF AGREEMENT AND CLOSURE OF MEDIATION

Art. 40 Agreements made in mediation can be total or partial. If some items on the mediation agenda have not reached an agreement, the mediator may clarify the parties about other extrajudicial or judicial means for their resolution.

Art. 41 In accordance with the wishes of the parties, the agreements reached in mediation can be informal or be reduced to term to constitute extrajudicial executive titles, incorporating the signature of two witnesses, preferably the lawyers of the parties or others (s) indicated by them .

Art. 42 The formal agreements signed before the Mediator have full legal validity and do not need to be ratified in court in order to have the force of Extrajudicial Enforcement Order, however, if the parties so wish, they can take the agreement to judicial ratification.

Single paragraph. The final term of mediation, in the event of an agreement, constitutes an extrajudicial enforcement order and, when ratified in court, a judicial enforcement order.