Chapter I. Introduction

Art. 1st The BRAZILIAN ASSOCIATION OF THE OVER-THE-COUNTER MEDICINES INDUSTRY – ABIMIP, an entity which gathers companies, the business purposes of which includes the industrialization and/or import and trade of Over-the-Counter Medicines, adopts this Code of Conduct intended to establish the principles which govern the conduct of its associated companies ("Associates").

Chapter II. General Principles

Art. 2nd The scope of this Code of Conduct is the voluntary adoption of the following ethical principles by the Over-the-Counter Medicines:

I – The industry must always seek for the highest levels of its ethical operating standards, in an environment which respect the fair competition between the companies;

II – The consumer benefit and safety are the main reasons for the existence of this Code of Conduct and will always govern any initiatives by the industry, related to the Over-the-Counter Medicines;

III – The respect to the consumer, to the health professionals, to the health area-related professionals, to the institutions, to the bodies, to the associations and to the health companies and to the public agents will be the main basis for the correct guidance of ABIMIP Associates' actions;

IV – More than manufacturing, trading and promoting products, the industry must be concerned with the consumer's well-being. For that purpose, in addition to the market practices, it must be attentive for the consumer, health professionals and health area-related professionals advice;

V – The Over-the-Counter Medicines must be manufactured with strict compliance with the Good Manufacturing Practices and Quality Control, within the safety and efficacy standards, strictly complying with the current legislation;
VI – ABIMIP understands as being the consumers’ right the free access to Over-the-Counter Medicines and, for them to be supplied, no medical prescription will be required, provided their rights and safety are safeguarded;

VII – The information on products must be balanced, true, complete, updated and, when applicable, supported by scientific and/or market evidences;

VIII – The Associates subject to this Code of Conduct may not offer, promise or grant undue advantages related to the dispensation, prescription, use or promotion of medicines; any action which can be understood as being an undue interference on the independence of the health professionals or the health area-related professionals must be promptly interrupted, without prejudice to the eventual determination of responsibility, according to the rules of this Code of Conduct and the current legislation;

IX – The promotional actions must follow the indications and the other characteristics approved by the health authority;

X – The Associates subject to this Code of Conduct are obliged to adopt and practice policies which guarantee transparency in their relationship with Health professionals and Health area-related professionals, as well as public agents, institutions, bodies, associations and sector’s companies;

XI – ABIMIP’s Associated Companies are responsible for the faithful and full compliance with this Code of Conduct. The Associates’ responsibility will extend to the acts practices by third-parties, especially distributors and contracted companies whenever and only when they act according to their guidance or delegation, pursuant to the law;

XII – The full adherence to this Code of Conduct constitutes an indispensable condition to be admitted and remain as an associate to this Association.

Chapter III. Concepts and Definitions

Art. 3º For the purposes of this Code of Conduct, the following definitions are adopted:

I – Self-care: The self-care, as defined by the World Health Organization – WHO, is the behavior of that individual who acts on an autonomous way and who considers to be self-sufficient to establish and maintain his/her own health, prevent and deal with the diseases, based on his/her life experience, his/her acquired knowledge concerning his/her health and diseases, as well as
about the medicines and other factors which influence his/her health. This is a wide concept, which includes:

a) Hygiene (general and personal);

b) Food (type and quality of the ingested food);

c) Lifestyle (sports, leisure activities, etc.);

d) Environmental factors (life conditions, social habits, etc.);

e) Economic factors (income levels, cultural levels, etc.);

f) Self-medication.

II – Self-medication: Self-medication, as defined by the World Health Organization – WHO, is the choice and use of medicines by the individuals, based on the self-care concept described above, to treat disturbances and self-recognizable symptoms. Self-medication is one of the self-care elements;

III – Responsible Self-medication or Responsible Use: The practice on which the individuals treat their own disturbances and symptoms with medicines approved to be acquired without prescription and which are safe and efficient when used according to the instructions. The responsible self-medication requires that:

a) The medicines have proven safety, quality and efficacy;

b) The medicines uses are those indicated for easily self-diagnosed conditions and for some chronic diseases (following an initial medical diagnosis). In any case, these medicines must be specifically formulated for this purpose and must present appropriate dosage and dosage forms;

c) Such medicines must be accompanied by appropriate information.

IV – Over-the-Counter (OTC) Medicine: The medicine which, according to the applicable legislation, can be sold, purchased, requested, supplied, dispensed or donated without requiring any formalization by a document issued by a legally qualified professional to prescribe it. Over-the-counter Medicines must be considered as being those indicated for the treatment, prevention or relief of signs and symptoms of non-severe diseases and with non-existing of very slow evolution, being that the signs and symptoms must be easily detectable by the consumer, and which are considered as being of high safety for use, scientifically proven efficacy or of
traditional recognized use, easy to be used, low risk of misuse and abuse and for which the health authority considers the advice of a health professional unnecessary;

V – Health Professionals: Legally qualified professionals to prescribe or dispense medicines;

VI – Health Area-Related Professionals: People who may influence the prescription, dispensation or indication of medicines, both in the private scenario and as public agents, including, but not limited to nurses, physiotherapists, phonoaudiologists, biomedical professionals, nutritionists, pharmacovigilance professionals, medical, pharmacy, nursing, physiotherapy, phonoaudiology students, pharmacy and drugstore clerks, members of product standardization commissions, public or private hospitals employees and agents, clinics and other entities related to patients or health institutions, bodies, associations and companies;

VII – Health Institutions, bodies, Associations and Companies: All those which, whether directly or indirectly, in the private activity or as part of the public administration, participate in the health area or supporting it, including those representative of the medical, pharmaceutical and patient class, regulatory agencies, Ministry of Health, Health Secretariats at State or Municipal level, or any other private entity or public administration body, direct or indirect, which purchase medicines;

VIII – Public Agents: Any person who, permanently or transitorily, with or without being remunerated, exercises a position, employment or public function in any body or entity from the direct or indirect, national or foreign public administration;

IX – Advertising: Set of techniques and information or persuasion activities intended to disseminate knowledge, make a certain product or brand more popular and/or prestigious, regardless of the means to be used, so as to exercise influence on the public by means of actions intended to promote and/or induce to the prescription, dispensation, acquisition and use of medicine;

X – Promotional Material: All the any material disclosed by the Associates in order to promote Over-the-Counter Medicines, regardless of the support or media used;

XI – Free Sample: Medicine with the total or specific amount of the dosage form, registered with the Regulatory Agency and intended to be distributed at no cost to prescribing professionals as an advertising tool;
XII – Gifts: Objects for personal use, including, but not limited to vouchers, electronic items/and or tickets for shows, theater, exhibitions and sports events.

Chapter IV. Advertising of Over-the-Counter Medicines

Art. 4th According to the Brazilian legislation, Over-the-Counter Medicines can be directly promoted to the consumer.

Art. 5th In addition to the general principles and the provisions provided for herein and the current legal and regulatory provisions, the advertising of Over-the-Counter Medicines must comply with the following:

I – All the allegations contained in the promotional material related to the medicine action, indications, posology, mode of use, adverse reactions, efficacy, safety, quality and the other characteristics of the medicine must be compatible with the information registered with the health authority;

II – The content of the bibliographic references mentioned in the advertising of Over-the-Counter Medicines must be available in the company’s Customer Service and in the Health Professionals Service;

III – Ensure the correct information to the Consumer, to the health professionals and to the health area-related professionals;

IV – Comply with the Brazilian legislation and, above all, the Consumer Defense Code and the Code of Self-regulation in Advertising of the National Council of Self-regulation in Advertising (CONAR);

V – In case of reference to studies, whether scientific or market, it must always be based on conducted researches and correctly interpreted. The results or conclusions presented to the consumer must be verifiable;

VI – Not to suggest the cure of any disease requiring treatment under the supervision of a health professional;

VII – Not to induce the consumer to the indiscriminate use of medicines;

VIII – The granting of discounts to the consumer in the eventual purchase of more than one unit must be subject to the rational use of the medicine, including, but not being limited to the adherence to the recommended posology and to the product shelf-life, so as not to the induce...
the consumer to use medicines at amounts that are higher than those required to relief his/her symptoms;

IX – Not to induce the use of product by children and adolescents, without supervision by their parents or guardians;

X – Not to induce the consumer to a concern or fear that he/she is suffering or comes to suffer from any disease;

XI – Not to present any offer, to return the money paid or other benefit, of any nature, for the purchase of an Over-the-Counter Medicine, in case of eventual dissatisfaction by the customer;

XII – Not to contain any statement or presentation, whether visual or hearing, which is obscene, repulsive, disrespectful or discriminatory of race, gender, belief, social or intellectual condition, and further, it must not inspire violence or disseminate superstition;

XIII – Not to contain any expression which suggests the clinical superiority of a medicine compared to another one, unless this fact can be proven by means of clinical or scientific comparative evidences;

XIV – Not to contain any offensive, false, derogatory or misleading comparison with competitors;

XV – Not to mimic or, otherwise, excessively remind brands and identity/visual configuration of competitor products, nor reproduce, whether fully or partially, campaigns, slogans, or signatures or competitor products campaigns or incur in other practices which characterize unfair competitions, violation of the brand registration or copyright or which may, anyhow, confuse the consumer, pursuant to the current legislation.

Art. 6th The comparative advertising must respect the following principles and limits:

I – Not to characterize unfair competition or harm the image of other companies’ medicines or brands;

II – Not to cause confusion among competing medicines;

III – Seek for objectiveness and technical fundaments in the comparison;

IV – Be susceptible to confirmation and be accompanied by references supporting it, in case of clinical data.

Chapter V. Direct Contact with the Consumer
Art. 7th In case of any interaction with the consumer, the Associates must comply with the following restrictions:

I – It is prohibited to provide an opinion concerning the treatment or the conduct eventually adopted by the health professional;

II – It is prohibited to disclose any technical and clinical information on the product which has not been proven by the health authority (see Chapter VII).

Chapter VI. Activities in Points of Sale Related to Over-the-Counter Medicines

Art. 8th It is prohibited to pay, offer gifts, sponsorships or other benefits in favor, directly or indirectly, of a health professional or health area-related profession in exchange for any agreement or explicit or implicit understanding that the health professional or health area-related professional will prescribe, use, acquire, recommend, indicate or dispense a particular medicine.

Art. 9th Treatment adherence programs and interactions directed towards the update or health professionals or health area-related professionals are not allowed.

Chapter VII. Advertising of Medicines and/or Indications not Approved by the Regulatory Agency (off-label)

Art. 10 The Associates can only advertise Over-the-Counter Medicines duly registered with the health authority. All the information and allegations present in the advertising related to the Over-the-Counter Medicine action, indications, posology, mode of use, adverse reactions and to the other characteristics of the product must be compatible with the technical and clinical information contained in the respective registration.

Art. 11 In exclusively scientific events, on which existing diseases and treatments are approached, information on Over-the-Counter Medicines not yet registered and/or therapeutic indications not yet approved by the health authority can be disclosed, provided the disclosure is exclusively intended to health professionals and the audience is previously informed that it is an “off-label” information, other treatment options are approached and not used, under no circumstances, the medicine brand or another promotional element.

Chapter VIII. Offering of Gifts

Art. 12 Concerning the offering of gifts, the conditions below must be followed:
I – The offering of gifts must comply with the general principles of this Code of Conduct, as well as to the current legislation or judicial decision;

II – The offering of gifts to the health professionals or health area-related professionals cannot be conditioned to the sale, indication or dispensation of medicines;

III – the offering of gifts to the public must be associated to the indication and/or to the approved use and/or to the health condition related to the medicine, and must not be connected to the sale of more than one unit;

IV – The offered gifts must consist in objects of reasonable value, namely, objects, the individual value of which does not exceed one fifth of a current national minimum wage;

V – Under no circumstances, gifts, advantages or any other goods can be offered which do not meet the current legislation;

VI – The education materials, including, but not limited to pamphlets, leaflets, folders, posters and other printed materials, not customized, must be intended to assist in appropriate guidance to the patient, and are not considered as gifts.

**Chapter IX. Distribution of Free Samples**

Art. 13 The distribution of free samples of medicines must be exclusively conducted to health professionals qualified prescribers for such, according to the current legislation.

Art. 14 It is prohibited to offer samples to prescribing professionals, in connection with the prescription or indication of products.

**Chapter X. Relationship with Agents, Representatives and Government Authorities**

Art. 15 The Associates’ relationship with agents, representatives and government authorities must occur on an ethical and clear way, according to the current legislation and with the ABIMIP’s Internal Code of Conduct.

Art. 16 The Associates and any of its Officers, Directors, employees or agents are prohibited, whether directly or indirectly, to offer, promise, make the payment or donation of any financial resource or valuable item (according to the current legislation) to agents, representatives or government entities, with the purpose of inducing or influencing the recipient to practice or not practicing any act which provides him/her an undue advantage.
Chapter XI. Interactions with the Health Professional

Art. 17 All the interactions with health professionals on which Over-the-Counter Medicines are approach must be under the highest ethical standards, always with the purpose of meeting a legitimate business need.

Art. 18 All the published information must be correct, complete, exact and consistent with the product characteristics, duly registered by the health authority.

Art. 19 The payment of meals to health professionals or health area-related professionals is allowed when conducted with the objective of discussing or exchanging scientific or educational information, and must be limited to modest values and a place compatible with the exchange of information. The Associate Company’s representative must be present throughout the time reserved to the meeting.

Sole paragraph. The Associates must use objective criteria to define values for the payment of meals to health professionals or health area-related professionals.

Art. 20 Under no circumstances, gifts, advantages or any other goods can be offered which do not meet the current legislation;

Chapter XII. Donations and Contributions for Health Institutions, Bodies, Associations and Companies

Art. 21 Donations and contributions for the Health Area Institutions, Bodies, Associations and companies must comply with the legitimate social interest and always be conducted on a clear way, without any counterpart, especially the dispensation, prescription, purchase or use of Over-the-Counter Medicines.

Art. 22 Exceptionally, the institutional promotion or of a brand as a counterpart for contributions is allowed.

Chapter XIII. Application and Effectiveness of the Code of Conduct Rules

Art. 23 ABIMIP appreciates and encourages the previous conciliation between its Associates, regardless of mediation, placing its structure and facilities at disposal for discussion and to clarify any conflicts between them. In case no conciliation is reached, ABIMIP encourages the Associates to present substantiated complaints against actions which may characterize violation to the rules provided for in this Code of Conduct.
Art. 24 The complaint presented by any Associate will be received by ABIMIP to confirm the fulfillment of the formal requirements provided for in this Code of Conduct, being the Ethics Council responsible for processing the complaint and analyzing the merit, with view to the application of the applicable penalties.

Art. 25 ABIMIT will not admit for verification the anonymous complaints or those which do not contain sufficient elements for the due identification of the complainant.

Art. 26 Only the complaints related to facts which had occurred at a maximum of 1 (one) year from the date the complaint is received by ABIMIP will be processed. The complaints conducted out of such deadline will be immediately filed with no possibility for appeal.

Chapter XIV. Ethics Council

Art. 27 The Ethics Council will have total independence to exercise its prerogative of looking after the faithful fulfillment of the precepts of this Code of Conduct by the Associates.

Art. 28 For the ad hoc formation of the Ethics Council, ABIMIP will draw the advisors at a sufficient number to meet the quorum required to compose the Original Chamber or the Appeal Chamber, according to the jurisdiction degree and profile of the respective members, in compliance with the following parameters:

I – The Original Chamber will be composed by up to 3 (three) advisors, being:
   a) 2 (two) advisors drawn among all the Associated Companies (unified draw);
   b) 1 (one) advisor drawn among the external professionals appointed by ABIMIP.

II – The Appeal Chamber will be composed by up to 5 (five) advisors, being:
   a) 4 (four) advisors drawn among all the Associated Companies (unified draw);
   b) 1 (one) advisor drawn among the external professionals appointed by ABIMIP.

Art. 29 The Ethics Council members will enforce the sanctions corresponding to the concrete case according to the highest justice and equity criteria, considering:

I – The severity of the violation;

II – The advantage received or intended by the violator;

III – The consummation or not of the violation;
IV – The degree of harm or danger of harm to the Companies, to the consumers or to third-parties;

V – The negative effects produced in the pharmaceutical market;

VI – The presence of mitigating and aggravating circumstances, as defined in art. 35;

VII – The financial capacity of the infringing Company determined based on the gross revenue in its last financial year, excluding all the taxes.

Art. 30 The conditions for the constitution and operation of the Ethics Council will be defined in an appropriate regulation which will be considered as an integral part of this Code of Conduct.

Art. 31. ABIMIP will make its best efforts to process and judge the complaints within not more than 90 (ninety) days, except the hypotheses on which the circumstances and/or complexity of the case being judged justify the proceeding for a longer time.

Chapter XV. Penalties

Art. 32 Without prejudice to the immediate interruption of the conduct considered as undue, the Associate Company which violates the rules of this Code of Conduct will be subject to the following penalties:

I – Warning;

II – Penalty of fine, without prejudice to the other penalties, to be determined according to the severity of the violation, considering the mitigating and aggravating circumstances which may eventually exist:

a) Minor violations: from 3 (three) to 100 (one hundred) national minimum wages;

b) Serious violations: from 101 (one hundred and one) to 270 (two hundred and seventy) national minimum wages;

c) Major violations: from 271 (two hundred and seventy-one) to 2,000 (two thousand) national minimum wages.

III – suspension for up to 180 days from the association rights, depending on the severity of the violation, maintaining the obligation to comply with all the duties and obligations referenced in the current Articles of Association, including the payment of the association charges;
IV – Exclusion.

Art. 33 The violations to this Code are classified into:

I – Minor: those on which the violator is benefited by a mitigating circumstance;

II – Serious: those where the aggravating circumstance is verified;

III – Major: those where the existence of 2 (two) or more aggravating circumstances is verified.

Art. 34 The value paid by the Associate Company by virtue of fine will be directly reverted to assistance nature entities indicated by ABIMIP. The donation, whether in cash or converted into good of equivalent value, will have a punitive nature and cannot be used by the infringing Associated Company for the purposes of inclusion in its social accounting.

Art. 35 For the purposes of determining the severity of the violation and the value to be assigned by virtue of fine, the following will be considered:

I – Mitigating circumstances:

a) The infringer’s *bona fides*;

b) The infringer’s act has not been crucial for the achievement of the event;

c) The infringer, by voluntary act, immediately, try to repair or decrease the consequences of the harmful act attributed to him/her;

d) Be the primary infringer.

II – Aggravating circumstances:

a) Be the repeat infringer, namely those who are sentenced in the Ethics Council in the last 3 (three) years, from the imposition of the last penalty, regardless of the nature of the violation;

b) The violation having deleterious consequences to the public health;

c) If, being aware of an act which violates this Code of Conduct, the infringer does not take the measures of his/her competence to cease it;

d) The infringer having deliberately acted, even if eventual, fraud or bad faith.

Art. 36 In case of contest of mitigating and aggravating circumstances to the enforcement of the penalty, these will be considered on account of those which are determinant.
Art. 37 With view to the educational character, the final verdicts must be given publicity by means of publication of the corresponding extract in the restrict area of ABIMIP's website, without identifying the involved companies.

Sole paragraph. In case of penalty of exclusion (Art. 32, subparagraph IV), the fundamentals for the decision must be published in the open area of ABIMIP’s website, identifying the infringing company.
Annex Ethics Council Regulation

1. Preliminary provisions

1.1. Any issues concerning the violation to the code will be subject to the verification procedure by the Ethics Council.

1.2. The resolution of conflicts by the Ethics Council will be sole and exclusively limited to the judgment and enforcement of the penalties contained in the Code.

1.3. The Ethics Council meeting will be held at ABIMIP’s head office or in another place previously indicated by the Entity, according to the calendar of meetings defined by the indicated advisors.

1.4. All the documents, all the petitions and all the written communications must be presented in a number of copies corresponding to the number of advisors indicated to solve the conflict, in addition to an additional copy for ABIMIP and another one for the charged Company.

1.5. The communications will be sent to the address contained at ABIMIP’s registers – which must be permanently updated – being that they may be sent by any means which evidences their mailing and respective acknowledgment of receipt as, among other, e-mail or registered mail.

1.6. The deadlines determined in this Regulation are counted in consecutive days and will start in the first working day after the date the communication was received and will include the expiration date. If the expiration date is a holiday, the deadline must be postponed until the first subsequent working day, whether at ABIMIP’s head office or in any of the Company(ies) involved with the complaint.

2. Beginning of the verification procedure

2.1. Anybody who wishes to file a complaint will communicate such intention to ABIMIP – the “Communication” – which, in its turn, will verify if the presented elements gather sufficient formal and material consistency to start the verification procedure.

2.2. For the complaint to be considered as formally consistent, the following requirements must be met:
2.2.1. Identification of the complainant and the charged Company;

2.2.2. Brief reports concerning the supposed violation or violations to the Code with the related evidencing documentation.

2.3. The material consistency of the complaint will imply the preliminary verification by ABIMIP’s Executive Vice-Presidency, of the deadline established for the receipt of the complaint, the related documentation and the verification that it is effectively an issue related to the Code of Conduct.

2.4. In case the complaint is considered as formally and materially consistent, ABIMIP will start the verification procedure by sending a Communication to the notified Company concerning the conduct object of the complaint, for manifestation within 15 (fifteen) days.

2.5. In case the complaint comes to be considered as non-consistent, whether from the formal or material point of view, ABIMIP will communicate the complainant its substantiated decision and will determine its filing, automatically terminating the procedure without any possibility to appeal. The complaint filed as determined by ABIMIP’s Vice-Presidency can be filed again by any interested party, provided the formal or material reasons which led to its filing are resolved.

2.6. Once the complaint is accepted, ABIMIP will proceed with the verification procedure by refusal or default of any of the interested parties.

3. Ethics Council

3.1. The Ethics Council is the collegiate body responsible for judging the complaints presented to ABIMIP, being composed by representatives indicated by the Companies and by external professionals with proven experience, immaculate reputation and notorious knowledge concerning the pharmaceutical industry practices.

3.2. The Ethics council will have ad hoc character, always meeting with the specific purpose of deciding on the case(s) assigned for the agenda of the day. Ended the decisions included in the agenda, the advisors will be exempt from their duties in the Ethics Council, being that they may be called again in future calls to decide on new complaints of violation to the Code of Conduct.

3.3. In case the called advisor is prevented from participating in the judgment session, he/she must communicate ABIMIP within a maximum of 48 (forty-eight) hours from the date of his/her call, so that a substitute can be appointed.
3.4. The advisors who participate in the decision in first instance will be prevented from taking part of the session called to decide the same case in case of appeal.

3.5. The advisors will sign the Term of Independence, Commitment of Impartiality and Secrecy, and will deliver the signed document at ABIMIP until the date determined for the judgment session.

3.6. ABIMIP’s Executive Vice-Presidency may determine the permanent substitution of the advisor who fails to comply with the deadlines and standards of this Regulation.

4. Claim of advisor impediment

4.1. The one who wants to claim the occasional impediment of an advisor due to the lack of independence or by any other reason must do it before ABIMIP, within 2 (two) working days, from the moment he/she becomes aware of the result of the draw to form the Council.

4.2. The impediment claim must be addressed to ABIMIP, by means of justified request and submission of the related proofs.

4.2.1. Each of the parties can present a maximum of two advisor impediment applications, regardless of the judgment phase, whether original or appeal, in compliance with the deadline shown in item 4.1.

4.3. The advisor will be subject to substitution if:

4.3.1. He/she becomes prevented from exercising the role;

4.3.2. Terminates his/her employment contract with the Company which indicated him/her to exercise such attribution, in this case the company must indicate a new representative;

4.3.3. He/she has a direct or indirect relationship with a competing company of any party involved in the dispute;

4.3.4. Is the object of a claim of impediment by any of the parties;

4.3.5. Is included in any of the hypotheses provided for in the Term of Independence, Commitment of Impartiality and Secrecy.

4.4. Without prejudice to the provisions above, the people called to compose the Ethics Council will always be encouraged to spontaneously disclose any fact which denotes or may denote justified doubt concerning his/her impartiality and independence.
5. Evidence

5.1. The burden of proofing a fact or argument will lie with the one who alleges it. The Ethics Council, at its discretion, may also request the parties involved in the issue to produce the additional proofs deemed as required or appropriate, hypothesis on which a deadline, compatible with the complexity they may demand, will be established to provide them.

5.2. In case the Ethics Council requests or allows new evidence to be attached to the original complaint, the other party will be made aware so that, within a maximum of 5 (five) days, it may manifest itself concerning the new submitted documents.

5.3. If a party duly called to produce evidence or take any other measure fails to do so within the deadline established by the Ethics Council, without presenting a justified cause, it may make the decision based on the evidence available in the records.

5.4. The Ethics Council will be allowed to refer to specialist technician in specific subject related to the complaint or request the production of expert evidence, whenever it deems it convenient to better take a position concerning the issue. In case a technical opinion or the production of expert evidence has been determined, the involved parties will have a common deadline of 5 (five) days to present the requirements and assignment or technical assistants.

5.5. The delivery of confidential material will be object of specific consideration by the Ethics Committee concerning its convenience and opportunity.

6. Judgment session

6.1. The judgment session will preferably take place at ABIMIP’s head office, except if it, as agreed with the involved parties, decides otherwise. The change of the place designated for the judgment session must be communicated to the interested parties with sufficient advance.

6.2. The judgment session will be hold on the determined date, by constituting the Ethics Council, setting up the Original Chamber or the Appeal Chamber, as the case may be.

6.3. The Ethics Council will appoint the President of the Session, with powers to conduct the procedures as provided for in this Regulation.

6.4. The session being started, the involved parties’ representatives will be requested to call the witnesses they deem as convenient at a number not higher than 2 (two). The witnesses will be
heard for, at most, 15 (fifteen) minutes each, answering the questions directed to them by the parties and by the Ethics Council. The President of the Session must act with the balance required to respect the time intended for the hearing of each witness and preference to make the questions.

6.5. After hearing the witnesses, the involved parties’ representatives will be invited to orally support their arguments for, at most, 10 (ten) minutes each, the complainant being the first one to manifest itself, followed by the charged Company.

6.6. Except for the testimonial evidence, any other proofs can only be presented during the judgment session under exceptional circumstances, at the acting Ethics Council’s discretion, in case there are circumstances which justify them. In case the presentation of new evidence during the judgment session is admitted, the party against which the evidence is presented may request the session to be suspended for analysis and manifestation within 5 (five) days. The session which comes to be suspended must be resumed from the point where it was interrupted, the President of the Session being responsible for determining a new date within a deadline of not more than 10 (ten) days.

6.7. The personal deposition and the oral testimony can be conducted by means of video conference or by any other form using the data, image and voice communication technology.

6.8. The absence of any interested party will not prevent the Ethics Council from deciding the issue being judged.

6.9. The instruction being completed, the Ethics Council will decide the issue by simple majority, always based on reports, evidence and documents contained in the records.

6.10. The Advisor who disagrees with the majority may, if desirable, vote separately.

6.11. The decision made by the Ethics Council will be sent to ABIMIP by the acting President of the Council in that judgment session. ABIMIP will inform the decision to the interested parties in the working day after it has received the decision, by sending a copy, by post or by any other communication means, with acknowledgment of receipt, or, further, delivering it directly to the parties, upon receipt.

7. Decision by the Ethics Council

7.1. The decision made by the Ethics Council will necessarily include:
7.1.1. The report containing the complainant’s, the charged party’s names and a summary of the dispute.

7.1.2. The decision fundamentals, on which the issues in fact and in law will be analyzed;

7.1.3. The votes, the decision and mechanisms based on which the advisors resolved the issued submitted to them.

7.1.4. The deadline to enforce the decision and, if applicable, the conditions for the charged Company to evidence the fulfillment of the penalty imposed herein;

7.1.5. The signature of the advisors, the involved parties’ representatives and two witnesses;

7.1.6. The date and place where decision was taken.

7.2. In case any of the advisors or the parties' representatives cannot or is not willing to undersign the decision made by the Ethics Council, the President of the Session will be responsible for certifying such act.

7.3. The costs and expenses resulting from the conduct verification process will lie with the party which gives cause, understood as being the complainant, in case the complaint is declared as being without merit, or the charged party, in case the complaint is declared to have merit.

7.4. Within 5 (five) days from the date the notification or the personal communication of the decision made by the Ethics Council is received, the interested party, using communication to the other party, may request that:

7.4.1. The Ethics Council corrects any material errors possibly found in the decision;

7.4.2. The Ethics Council clarifies any obscurity or contradiction in the decision, or give its opinion concerning the omitted point of which it should manifest itself.

7.5. In case of the hypothesis provided for in item 7.4. above, the Ethics Council may hear the other interested party concerning the mentioned arguments, upon manifestation within a maximum of 5 (five) days. The other party being heard or – in case it deems as impertinent – the request being received, the Ethics Council will decide on the formulated request, within 10 (ten) days, making the decision in advance, if it deems the request as justifiable.

8. Appeal procedure
8.1. An appeal can be lodged against the non-unanimous decision made by the Ethics Council’s Original Chamber. The appeal must be directed to the Ethics Council, to the care of ABIMPI’s Vice-Presidency, which will be responsible for promoting the measures required for bringing the Appeal Chamber with power to appreciate the issue.

8.2. The deadline to lodge the appeal will be 10 (ten) days, from the date the decision made by the Original Chamber is made aware, or the decision concerning the request for review due to errors, obscurity or contradiction, if it has been required.

8.3. The deadlines and procedures to bring the Appeal Chamber will be the same as those set forth to bring the Original Chamber, especially concerning the condition for the Appeal Chamber to operate, the claim of Advisor impediment and the procedures for the judgment session.

9. Efficacy concerning the Ethics Council

9.1. The decision made by the Ethics Council produces obligations to the parties and their successors, being converted, when applicable, into written evidence for future substantiation of future monitory action or other legally admitted measures.

10. Costs

10.1. By virtue of processing the demand before the institution of the conduct verification, the interested parties can be called to pay the values established by ABIMIP.

11. Confidentiality

11.1. Except if otherwise agreed, or if required by the applicable law, the advisors will keep the confidentiality concerning the subjects related to the complaint judgment. The commitment for confidentiality will also be excluded concerning the information already in the public domain or which have already been somehow disclosed before they are transmitted to the advisors.

11.2. ABIMIP will be responsible for preserving the materials and documents delivered to it throughout the process and for 3 (three) years, from the date the process is filed. This period being lapsed, they will be destroyed.

12. Final provisions
12.1 ABIMIP will not be liable for any fact, act or omission, of any nature, related to the acts taken by the Ethics Council, except in case malice or bad faith has been proven concerning the related acts.