

American Hemp Brokers Association Code of Ethics



The American Hemp Brokers Association Inc (“AHBA”) is a nonprofit trade association whose mission is to assist American hemp brokers with the resources, information, and ethical standards to promote and to protect the hemp industry and succeed in assisting hemp producers and consumers responsibly for generations to come.

To be an AHBA-accredited hemp broker (hereinafter “Broker”):

- A Broker must affirm or swear to meet or exceed the following association Code of Ethics;
 - For all the Broker’s actives and transactions whether conducted in person, electronically, or through any other means; and,
 - Including when Brokers are acting as principals in their own transactions.

Article 1: Framework for Ethical Transactions

- **Standards of Practice 1-1**
 - Brokers shall, consistent with the Code of Ethics of the American Hemp Brokers Association manage transactions and exchanges with due regards for the rights, safety and health of their clients.
- **Standards of Practice 1-2**
 - Brokers who are engaged to maintain or manage a client’s goods/products shall exercise due diligence and make reasonable efforts to protect client interests against reasonably foreseeable contingencies and losses.
- **Standards of Practice 1-3**
 - When entering into an agreement to provide representation to a client, Brokers must advise client of:
 1. The Brokers company policies regarding compensation paid by the client or third parties;
 2. The potential for additional or offsetting compensation from other brokers, from the seller or from other parties;
 3. Any potential for the Buyer’s Broker to represent both the Buyer and Seller during a transaction and
 4. The possibility that sellers or a seller’s Broker may not treat the existence, terms, or condition of offers as confidential unless confidentiality is required by law, regulation, or by any confidentiality agreement between parties.

- **Standards of Practice 1-4**
 - Brokers, in response to inquiries from either buyers or other brokers shall, with the seller's approval, disclose the existence of offers on the goods/products. Where disclosure is authorized, Brokers, shall also disclose, if asked, whether offers were obtained by the selling Broker or other Broker.

- **Standards of Practice 1-5**
 - The obligation of Brokers to preserve confidential information provided by their client in the course of any relationship continues after termination of that relationship. Brokers shall not knowingly, during or following the termination of professional relationships with their client:
 1. Reveal client confidential information;
 2. Use confidential information of clients to the disadvantage of clients;
or
 3. Use confidential information of clients for the Broker's advantage or the advantage of their parties, unless:
 - a. Clients consent after full disclosure; or
 - b. Broker are required by court order; or
 - c. It is the intention of a client to commit a crime and the information is necessary for Broker to prevent the crime; or
 - d. It is necessary to defend a Broker or Broker's employees or associates against an accusation of wrongful conduct.
 - Information concerning latent material defects is not considered confidential information under this Code of Ethics.

- **Standards of Practice 1-6**
 - Brokers for a buyer shall submit to clients all offers and counteroffers until agreement is reached or the negotiation has ended, but a Broker shall have no obligation to continue to offer goods/products to their clients after an offer has been accepted unless otherwise expressly agreed in writing.

Article 2: Duties of Honesty and Fair Disclosure.

Whether representing a buyer, seller, or other client, or himself or herself, a Broker shall treat all parties honestly and not misrepresent facts.

- **Standards of Practice 2-1**
 - Honest communication from Brokers includes avoiding errors of omission or presenting true information in such a manner as to promote a misconception.
- **Standards of Practice 2-2**
 - Brokers need not disclose confidential communications from clients, but also cannot use the information provided to mislead third parties.
- **Standards of Practice 2-3**
 - Brokers shall avoid exaggeration, misrepresentation, or concealment of pertinent facts relation to the goods/products or the transaction. Brokers shall not, however, be obligated to discover latent defects in the goods/products to advise on matters outside the scope of their certification, or to disclose facts which are confidential under the scope of the agreement between the client and broker's relationship.
- **Standards of Practice 2-4**
 - Brokers, when seeking to become a buyer's representative, shall not mislead buyers in suggesting savings or other benefits that might be realized through use of the Broker's services.
 - Brokers, in attempting to secure a production client (seller), shall not deliberately mislead the client as to the market value.
- **Standards of Practice 2-5**
 - Brokers may represent both the seller and buyer in the same transaction only after full disclosure to and with the written, informed consent of both parties.
- **Standards of Practice 2-6**
 - When acting as a seller's Broker, Brokers shall continue to submit to the seller all offers and counter-offers until a deal has closed, unless the seller has waived this obligation in writing. Upon the written request of a cooperating broker who submits an offer to the seller's Broker, the seller's Broker shall provide, as soon as practical, a written affirmation to the cooperating broker stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented. Brokers shall not be obligated to continue to market the goods/products after an offer has been accepted by the seller.
- **Standards of Practice 2-7**

- Brokers shall only be obligated to discover and disclose adverse factors reasonably apparent to someone with expertise in those areas required by their certification authority. Article 2 does not impose upon the Broker the obligation of expertise in other professional or technical disciplines.
- **Standards of Practice 2-8**
 - Brokers shall not be parties to the naming of a false consideration in any document, unless it be the naming of an obviously nominal consideration (i.e., the sum of one dollar).
- **Standards of Practice 2-9**
 - Brokers shall not accept any commission, rebate, or profit on expenditures made for their client, without the client's knowledge and consent.
- **Standards of Practice 2-10**
 - Brokers shall not recommend or suggest to a client or a customer the use of services of another organization or business entity in which they have a direct interest or will receive a thing of value without disclosing such interest at the time of the recommendation or suggestion.
- **Standards of Practice 2-11**
 - When recommending goods/products Brokers shall disclose to the client or customer to whom they recommendation is made any financial benefits or fees, other than referral fees, the Broker or Broker's company may receive as a direct result to such recommendation.

Article 3: Ethical Compensation.

Brokers shall charge ethical commissions or other compensation and shall not charge excessive fees in consideration of the effort involved, risk, value provided to client, and other considerations.

- **Standards of Practice 3-1**
 - When entering into an agreement with a buyer or seller, Brokers must advise and disclose to clients in writing:
 1. The Brokers company policies regarding amount(s) of any compensation that will be received by a Broker
 2. Any potential conflict in the selling Broker to act as a Broker for both the Buyer and Seller in a transaction.
- **Standards of Practice 3-2**

- Brokers shall cooperate with other brokers except when cooperation is not in the client's best interest. The obligation to cooperate does not include the obligation to share commissions, fees, or to otherwise compensate another broker.
- Brokers, acting as exclusive Broker for sellers or buyers shall establish the terms and conditions of the offers to cooperate. Unless expressly indicated in offers to cooperate, cooperating brokers may not assume that the offer of cooperation includes offer of compensation. Terms of compensation, if any, shall be ascertained by cooperating brokers before beginning efforts to accept the offer of cooperation.
- **Standards of Practice 3-3**
 - Any change in compensation offered for cooperative services must be communicated to the other Broker prior to the time that Broker submits an offer to purchase the goods/products. After a Broker has submitted an offer to purchase the goods/products the Seller's Broker may not attempt to unilaterally modify the offered compensation with respect to that cooperative transaction.
- **Standards of Practice 3-4**
 - Standards of Practice 3-2 does not preclude the Seller's Broker and Buyer's Broker from entering into an agreement to change cooperative compensation.
- **Standards of Practice 3-5**
 - Brokers shall disclose the existence of accepted offers, including offers with unresolved contingencies, to any broker seeking cooperation.
- **Standards of Practice 3-6**
 - When seeking information from another Broker concerning goods/products under a management or agreement with a client, the Broker shall disclose their Broker status and whether their interest is personal or on behalf of a client and, if on behalf of a client, their relationship with the client.
- **Standards of Practice 3-7**
 - Brokers shall not misrepresent the availability of goods/products
- **Standards of Practice 3-8**
 - Brokers shall not provide access to goods/products on terms other than those established by the owner.
- **Standards of Practice 3-9**
 - The duty of cooperate established in Article 3 relation to the obligation to share information on goods/products, and to make goods/products available to other brokers for showing or prospective purchase when it is in the best interest of seller.

Article 4: Duty to Disclose Conflicts of Interests

Brokers shall not acquire an interest in or buy or present offer from themselves, any member of their immediate families, their firms or any member thereof, or any entities in which they have any ownership interest without making their true position known to the Seller or Buyer's Broker. In selling goods/products they own, or in which they have any interest, Brokers shall reveal their ownership or interest in writing to the Buyer or Buyer's Broker.

- **Standards of Practice 4-1**

- For the protection of all parties, the disclosures required by Article 4 shall be in writing and provided by Brokers prior to the signing of any contract.

- **Standards of Practice 4-2**

- Brokers shall not undertake to provide professional services concerning a good/product or its value where they have a present or contemplated interest unless such interest is specifically disclosed to all affected parties.

- **Standards of Practice 4-3**

- Brokers shall not recommend or suggest to a client the use of services of another organization or business entity in which they have a direct interest without disclosing such interest at the time of the recommendation or suggestion.

- **Standards of Practice 4-4**

- Brokers should avoid the appearance of impropriety. In a transaction, Brokers shall not accept compensation from more than one party, even if permitted by law, without disclosure to all parties and the informed consent of the Broker's client(s).

Article 5: Duty to Segregate Funds

Brokers shall keep Client funds in a separate account in an FDIC-insured financial institution, separate from their own funds

- **Standards of Practice 5-1**

- All client funds should be secured and maintained for the client in an interest-bearing account until time of investment or return to the client.

Article 6: Duty to Create Clear and Certain Documents

For the protection of their clients and all parties, Brokers shall ensure all agreements and records including, but not limited to, representation agreements and purchase contracts, are written in clear and understandable terms, expressing the specific terms, condition, obligations, expectations, and commitments of the parties.

A copy of these agreements and records shall be furnished to each party to such agreement upon their execution or as soon after as practical.

- **Standards of Practice 6-1**
 - For the protection of all parties, Brokers shall use reasonable care to ensure that documents pertaining to the purchase or sale of goods/products are kept current through the use of written extensions or amendments.
- **Standards of Practice 6-2**
 - When assisting or enabling a client or customer in establishing a contractual relationship electronically, Brokers shall make reasonable efforts to explain the nature and disclose the specific terms of the contractual relationship being established prior to it being agreed to by a contracting party.

Article 7: Equal Opportunity

Brokers shall not deny equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity. Brokers shall not be parties to any plan to agreement to discriminate against a person or person on the basis of race, sex, handicap, familial status, national origin, sexual orientation, or gender identity.

Brokers, in their Hemp Brokers employment practices, shall not discriminate against any person or person on the basis of race, sex, handicap, familial status, national origin, sexual orientation, or gender identity.

- **Standards of Practice 7-1**
 - Brokers may not refuse to clients or cooperation with third parties on the bases of a Broker's race, skin color, sex, handicap, familial status, national origin, religious affiliation, sexual orientation, or gender identity.
- **Standards of Practice 7-2**
 - When involved in the sale of goods/products, Brokers shall not volunteer information regarding the racial, religious or ethnic composition of any buyers or sellers in the transaction.
- **Standards of Practice 7-3**
 - Brokers shall not print, display or circulate any statements or advertisement with respect to selling or buying that indicates any preference, limitations or

discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity.

Article 8: Duty to Educate

The services which Brokers provide to their clients and customers shall conform to the standards of practice and competence which are reasonable expected in the specific disciplines in which they engage.

Brokers shall not undertake to provide specialized professional services concerning a type of good/product that is outside their field of competence unless they engage the assistance of one who is competent on such types of good/product or unless the facts are fully disclosed to the client. Any person engaged to provide such assistance shall be so identified to the client and their contribution to the assignment should be set forth.

- **Standards of Practice 8-1**
 - When Brokers prepare opinions of goods/products value or price they must:
 1. Be knowledgeable about the type of goods/products being valued,
 2. Have access to the information and resources necessary to formulate an accurate opinion, and
 3. Be familiar with the are where the goods/products are located.
 - Unless lack of any of these is disclosed to the party requesting the opinion in advance.
 - When an opinion of value or price is prepared other than in pursuit of a starting a business relationship or to assist a potential purchaser in formulating a purchase offer, the opinion shall include the following unless the party requesting the opinion requires a specific type of report or different data set:
 1. Identification of the goods/products
 2. Date prepared
 3. Defined value or price
 4. Limiting conditions
 5. Any present or contemplated interest, including the possibility of representing the seller or buyer
 6. Basis for the opinion, including applicable market data

7. If the opinion is not an appraisal of the goods/products, a statement to that effect
 8. Disclosure of whether and when a physical inspection of the goods/products was conducted
 9. Disclosure of whether the Broker has any conflicts of interest
- **Standards of Practice 8-2**
 - The obligation of the Code of Ethics in respect of the Hemp Broker disciplines other than appraisal shall be interpreted and applied in accordance with the standards of competence and price which clients and the public reasonably require to protect their rights and interest considering the complexity of the transaction, the availability of expert assistance, and where the Broker is the obligation of a fiduciary.
 - **Standards of Practice 8-3**
 - When Brokers provide consulting services to client which involve advice or counsel for a fee (not a commission), such advice shall be rendered in an objective manner and the fee shall not be contingent on the substance of the advice or counsel given. If transaction services are to be provided in addition to consulting services, a separate compensation may be paid with prior agreement between the client and Broker.
 - **Standards of Practice 8-4**
 - The competency required by Article 9 relates to the services contracted for between Brokers and their clients or customers; the duties expressly imposed by the Code of Ethics; and the duties imposed by regulation.

Article 9: Marketing and Advertising

Brokers shall be honest and truthful in their Hemp-related communications and shall present a true picture in their advertising, marketing, and other representations. Brokers shall ensure that their status as Hemp Brokers is readily apparent in their advertising, marketing, and other representation, and that the recipients of all Hemp related communication are, or have been, notified that those communications are from a Hemp Broker professional.

- **Standards of Practice 9-1**
 - Unless they are receiving no compensation from any source for their time and services, Brokers may use the “Free” and similar terms in their advertising and in other representation only if they clearly and conspicuously disclose;
 1. By whom they are being, or expect to be, paid;
 2. The amount of the payment or anticipated payment;

3. Any conditions associated with the payment, offered product or services, and;
 4. Any other terms relating to their compensation
- **Standards of Practice 9-2**
 - The offering of premiums, prices, merchandise discounts or other inducements to sell or purchase, in itself, unethical even if receipt of the benefit is contingent on selling or purchasing through the Broker making the offer. However, Brokers must exercise care and condor in any such advertising or other public or private representations so that any party entered in receiving or otherwise benefiting from the Brokers offer will have clear, thorough, advance understanding of all the terms and conditions of the offer. The offering of any inducements to do business is subject to the limitations and restrictions. And the ethical obligations established by an applicable Standard Practice.
 - **Standards of Practice 9-3**
 - Brokers shall not offer for sale or advertise goods/products without authority. When acting as a Seller's Broker the Broker shall not quote a price different from the agreed upon with the seller.
 - **Standards of Practice 9-4**
 - Brokers shall not advertise nor permit any person employed by or affiliated with them to advertise goods/products in any medium (e.g. electronically, print, etc.) without disclosing the name of that Broker's business in a reasonable and readily apparent manner wither in the advertisement or in electronic advertising via a link to display with all required disclosures.
 - **Standards of Practice 9-5**
 - Brokers, when advertising unlisted goods/products for sale in which they have an ownership interest, shall disclose their status as both owner and Broker.
 - **Standards of Practice 9-6**
 - Only Brokers who participated in the transaction as a Seller's Broker or Buyer's Broker may claim to have "Sold" the goods/products.
 - **Standards of Practice 9-7**
 - The obligation to present a true picture in representations to the public includes information presented, provided or displayed on Brokers websites. Brokers shall use reasonable efforts to ensure that information on their websites is current. When it becomes apparent that information on a Brokers website is no longer current or accurate. Brokers shall promptly take corrective action.

- **Standards of Practice 9-8**
 - Broker's business websites shall disclose the firm's name and state(s) of operations in a reasonable and readily apparent manner.
 - Websites of Brokers and non-association members affiliated with the Broker's business shall disclose the business name and that Broker's or non-association member's state(s) of operations in a reasonable and readily apparent manner.
- **Standards of Practice 9-9**
 - Brokers obligation to present a true picture in their advertising and representation to the public includes Internet content, images, and the URLs and domain names they use, and prohibits Brokers from:
 1. Engaging in deceptive or unauthorized framing of Hemp Brokers websites;
 2. Manipulating (e.g., presenting content developed by others) goods/products for sale and other content in any way that produces a deceptive or misleading result;
 3. Deceptively using metatags, keywords or other devices/methods to direct, drive, or diver Internet traffic; or
 4. Present content developed by other without either attribution or without permission, or
 5. Otherwise misleading consumer, including use of misleading images.
- **Standards of Practice 9-10**
 - Brokers intending to share or sell consumer information gathered via the Internet shall disclose that possibility in a reasonable and readily apparent manner.
- **Standards of Practice 9-11**
 - Brokers shall not:
 1. Use URLs or domain names that present less than a true picture, or
 2. Register URLs or domain names which, if used, would present less than a true picture.
- **Standards of Practice 9-12**
 - The obligation to present a true picture in advertising, marketing, and representation allows Brokers to use and display only professional designations, certifications, and other credentials to which they are legitimately entitled.

Article 10: Unauthorized Practice of Law

Brokers shall not engage in activities that constitute the unauthorized practice of law and shall recommend that legal counsel be obtained when the interest of any part to the transaction requires it.

- **Standards of Practice 10-1**
 - Brokers shall not draft legal documents for or provide legal advice to clients.
 - Brokers shall recommend that clients obtain the advice of legal counsel prior to acceptance of a subsequent offer except where the acceptance is contingent on the termination of the pre-existing purchase contract.
 - Brokers, acting as agents for buyers, shall recommend that buyers obtain advice from legal counsel if there is a question as to whether a pre-existing contract has been terminated.

Article 11: Broker Duties to AHBA

Brokers shall report to AHBA Code of Ethics violations of Brokers to the AHBA for investigation that may result in private sanction, public sanction, fine, suspension of membership, or termination of membership in AHBA.

- **Standards of Practice 11-1**
 - The duty to report includes the duty to self-report violations.
- **Standards of Practice 11-2**
 - If charged with unethical practice or asked to present evidence or to cooperate in any other way, in any professional stands proceeding or investigation, Brokers shall place all pertinent facts before the proper tribunals and the Member Board or affiliated institute, society, or council in which membership is held and shall take no action to disrupt or obstruct such processes.
- **Standards of Practice 11-3**
 - Brokers shall not knowingly or recklessly file false or unfounded ethics complaints about other Brokers, their businesses, or their business practices.
 - The obligation to refrain from making false or misleading statements about other Brokers professionals, their business and their business practices includes the duty to not knowingly or recklessly publish, repeat, retransmit, or

republish false or misleading statements made by others. This duty applies whether false or misleading statement are repeated in person, in writing, by technological means (e.g., the Internet), or by any other means.

- The obligation to refrain from making false or misleading statements about other Broker professionals, their business, and their business practices includes the duty to publish a clarification about or to remove statements made by others electronic media the Broker controls once the Broker knows the statement is false or misleading.
- **Standards of Practice 11-4**
 - Brokers shall not be subject to disciplinary proceedings by American Hemp Brokers Association or affiliated institute in which they hold membership with respect to alleged violations of the Code of Ethics relating to the same transaction or event.
- **Standards of Practice 11-5**
 - Brokers shall not make any unauthorized disclosure or dissemination of the allegations, findings, or decision developed in connection with an ethics hearing or appeal or in connection with an arbitration hearing or procedural review.
- **Standards of Practice 11-6**
 - Brokers shall not obstruct the Board's investigative or professional standards proceedings by instituting or threatening or institute action for libel, slander or defamation against any party to a professional standard proceeding or their witnesses based on the filing of an arbitration request, an ethics complaint, or testimony given before any tribunal.
- **Standards of Practice 11-7**
 - Brokers shall not intentionally impede the Board's investigative or disciplinary proceedings by filing multiple ethics complaints based on the same event or transaction.

Article 12: Additional Fiduciary Duty to Clients

Brokers shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive broker relationship agreements that other Brokers have with clients.

- **Standards of Practice 12-1**
 - Article ___ is not intended to prohibit aggressive or innovative business practices which are otherwise ethical and does not prohibit disagreements with other Brokers involving commission, fees, compensation or other forms of payment or expenses.

- **Standards of Practices 12-2**

- Article ____ does not preclude Brokers from making general announcements to prospects describing their services and the terms of their availability even though some recipients may have entered into an agreement or other exclusive relationship with another Broker. A general telephone canvass, general mailing or distribution addressed to all prospects in a given geographical area or in a given profession, business, club or organization, or other classification or group is deemed "general" for purposes of this standard.
- Article __ is Intended to recognize as unethical two basic types of solicitations:
 1. Telephone or personal solicitations of goods/products owners who have been identified as working with another Broker.
 2. Mail or other forms of written solicitations of prospects whose goods/products are exclusively listed with another Broker when such solicitations are not part of a general mailing but are directed specifically to the owner of the goods/products identified through a compilation of current marketing efforts on behalf of the other Broker

Standards of Practice 13-3

- Article 16 does not preclude Brokers from contacting the client of another Broker for the purpose of offering to provide, or entering into a contract to provide, a different type of Broker service unrelated to the type of service currently being provided or from offering the same type of service of goods/products not subject to other Brokers' exclusive agreements.

- **Standards of Practice 13-4**

- Brokers shall not solicit a prospect which is currently has an exclusive relationship with another Broker. However, if asked by a Broker, the Broker refuses to disclose the expiration of their contract. The Broker may contact the Seller to secure such information and may discuss the terms upon which the Broker might enter into a future Seller agreement or, alternatively, may enter into a seller agreement to become effective upon the expiration of any existing exclusive Seller agreement.

- **Standards of Practice 12-5**

- Brokers shall not solicit Buyers agreements from Buyer's who are subject to exclusive Buyer agreements. However, if asked by a Broker, the Broker refuses to disclose the expiration of their contract. The Broker may contact the Buyer to secure such information and may discuss the terms upon which the Broker might enter into a future Buyer agreement or, alternatively, may

enter into a buyer agreement to become effective upon the expiration of any existing exclusive Buyer agreement.

- **Standards of Practice 12-6**
 - When Brokers are contacted by the client of another Broker regarding the creation of an exclusive relationship to provide the same type of service, and Brokers have not directly or indirectly initiated such discussions, they may discuss the terms upon which they might enter into a future agreement or alternatively, may enter into an agreement which becomes effective upon expiration of any existing exclusive agreement.

- **Standards of Practice 12-7**
 - The fact that a prospect has retained a Broker as an exclusive representative or exclusive broker in one or more past transactions does not preclude other Brokers from seeking such prospect's future business.

- **Standards of Practice 12-8**
 - The fact that an exclusive agreement has been entered into with a Broker shall not preclude or inhibit any other Broker from entering into a similar agreement after the expiration of the prior agreement.

- **Standards of Practice 12-9**
 - Brokers, prior to entering into a representation agreement, have an affirmative obligation to make reasonable efforts to determine whether the prospect is subject to a current, valid exclusive agreement to provide the same type of services.

- **Standards of Practice 12-10**
 - Brokers, acting as a Buyer's representative, shall disclose that relationship to the Seller's Broker at first contact and shall provide written confirmation of that disclosure to the Seller's Broker not later than execution of a purchase agreement.

- **Standards of Practice 12-11**
 - Brokers, acting as Seller's Brokers, shall disclose that relationship to Buyer as soon as practicable and shall provide written confirmation of such disclosure to Buyer not later than execution of any purchase agreement

- **Standards of Practice 12-12**
 - Before providing substantive services to a prospect, Brokers shall ask prospects whether they are a part to any exclusive representation agreement. Brokers Shall not knowingly provide substantive services concerning a surjective transaction to prospects who are parties to exclusive representation agreements, except with the consent of the prospect's' exclusive representatives or at the direction of the prospect.

- **Standards of Practice 12-13**
 - Brokers are free to enter into contractual relationships or to negotiate with Sellers, Buyers, or others who are not subject to an exclusive agreement but shall not knowingly obligate them to pay more than one commission except with their informed consent.

Article 13: Duty to Mediate and Arbitrate

In the event of contractual disputes or specific non-contractual disputes Brokers associated with different business, arising out of their relationship as Brokers, the Brokers shall mediate the dispute. IF the dispute is not resolved through mediation Brokers shall submit the dispute to arbitration in accordance with the policies of the Board rather than litigate the matter.

In the event clients of Brokers wish to mediate or arbitrate contractual disputes arising out of a transaction, Brokers shall mediate or arbitrate those disputes in accordance with the policies of the Board, provided the clients agree to be bound by any resulting agreement or award.

The Obligation to participate in mediation or arbitration contemplated by this Article includes the obligation of Brokers to cause their business to mediate or arbitrate and be bound by any resulting agreement or award.

- **Standards of Practice 13-1**
 - The filing of litigation and refusal to withdraw from it by Brokers in an arbitrable matter constitutes a refusal to arbitrate.
- **Standards of Practice 13-2**
 - Article 17 does not require Brokers to mediate in those circumstances when all parties to the dispute advise the Board in writing that they choose not to mediate through the Board's facilities. The Fact that all parties decline to participate in mediation does not relieve Brokers of the duty to arbitrate.
 - Article 17 does not require Brokers to arbitrate in those circumstances when all parties to the dispute advise the Board in writing that they choose not to arbitrate before the Board.
- **Standards of Practice 13-3**
 - Brokers, when acting solely as principals in a transaction, are not obligated to arbitrate disputes with other Brokers absent a specific written agreement to the contrary.

Article 14: Safety

With the recent Covid-19 related changes, physical protection of both the Broker and the Clients has become critical. The following illustrates the basis for adapting to this pandemic and creating a safe pathway towards economic recovery.

- **Standards of Practice 14-1**
 - It is recommended to follow the CDC, WHO, Federal Government Covid-19 related task forces, and local governing bodies for guidance on proper safety techniques for interacting with clients.

- **Standards of Practice 14-2**
 - It is recommended to check with your local governing bodies regarding the timeframes in which traditional business interactions can resume, and as to the timing of the opening of, or relaxing of future Covid-19 related regulations and guidelines.