

MODEL ARBITRATION CLAUSE—PRÓSPERA ARBITRATION CENTER LLC

The parties agree to exclusively resort to, comply with and be subject to arbitration hereunder as the exclusive means of resolving any cause of action, dispute, controversy, claim, or defense (collectively “**claim**”) between or among them or their representatives, officers, agents, employees and affiliates, arising out of, relating to or connected with any operative fact giving rise to or evidencing any such claim, and that of any other transactionally-related matter, including, without limitation, any question in relation to or regarding the formation, binding effect, interpretation, performance, violation, breach, existence, nullity, validity or termination of this Agreement or this arbitration clause.

(a) The arbitration required by this Agreement and this arbitration clause shall be administered by the Próspera Arbitration Center LLC, a Texas, USA, limited liability company (the “**PAC**”).

(b) [Any arbitration commenced hereunder shall be an arbitration under the Próspera ZEDE, Republic of Honduras, Arbitration Statute 2019, as amended from time to time, §§2-1-37-1-0-0-1, et seq., available at <http://pzgps.hn/statutory-enactments/> (“**PZ Arbitration Statute 2019**”)]¹. The arbitration shall be governed by the applicable Rules of the PAC (hereinafter the “**Rules**”) in force as of the filing of the demand for arbitration, which Rules are deemed to be incorporated by reference into this Agreement and this arbitration clause. The appointing authority for the arbitral tribunal shall be as provided by the Rules. [The seat of arbitration shall be *[location]*.]² The languages to be used in public precedential arbitral proceedings shall be English and Spanish with English being the controlling language unless the parties agree otherwise. [The governing substantive law of the arbitration shall be the applicable law of *[jurisdiction]*.]³ The number of arbitrators serving as the arbitral tribunal shall be one (1) or as otherwise provided by the Rules. The arbitral tribunal shall render its final decision in such time as provided by the Rules, and if no time frame is specified in the Rules then in not more than one (1) year after commencement of arbitral proceedings.

(c)[This Agreement, arbitration clause and any resulting arbitration award shall be enforceable and executable as authorized by the PZ Arbitration Statute 2019]⁴. Any challenge by either party to the validity or enforceability of this Agreement, this arbitration clause or the arbitration award may be referred only to the arbitral tribunal hereunder appointed. Each party hereby waives its rights, if any, to any form of recourse against or challenge to an arbitration award to any court or other competent authority, if such waiver can validly be made under the applicable law. Accordingly, each party shall (i) hereby irrevocably and unconditionally submit to the personal jurisdiction of the seat of arbitration and arbitral forum for the purpose of any suit, action, or other proceeding arising out of or based upon the dispute; (ii) shall not commence any suit, action or other proceeding arising out of or based upon this Agreement or arbitration clause except in the seat of arbitration and arbitral forum (except as needed for enforcement of an arbitration award); and (iii) hereby waives, and shall not assert, by way of motion, as a defense, or otherwise, in any proceeding, any claim that it is not subject to the personal jurisdiction of the seat of arbitration, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is

¹*This statement may be stricken or replaced by agreement of the parties.*

²*The parties to specify the seat of arbitration, which may be Próspera ZEDE.*

³*The parties to specify jurisdiction, which may be Próspera ZEDE.*

⁴*This statement may be stricken or replaced by agreement of the parties.*

improper or that this Agreement, arbitration clause or the subject matter hereof and thereof may not be enforced in or by the seat of arbitration.

(d) The parties: (i) agree the matters governed by this Agreement and arbitration clause are capable of arbitration; (ii) respectively warrant that each has legal capacity to agree to arbitration as herein stated; (iii) warrant that this Agreement and arbitration clause are legally valid; (iv) agree that each party shall be regarded conclusively as having fully anticipated and envisaged every potential controversy or claim encompassed by the dispute as governed by this Agreement or arbitration clause and shall comply with any resulting arbitration award or decision; (v) agree that the parties shall not seek to annul or suspend any resulting arbitral decision or award which is rendered in accordance with the terms of this Agreement or arbitration clause; (vi) agree and acknowledge that the counterparty(ies) is (are) reasonably and materially relying upon this Agreement and arbitration clause as being valid and legally binding; (vii) agree and acknowledge waiving the right to challenge this Agreement or arbitration clause, and any jurisdiction exercised or remedy furnished thereunder, as invalid or otherwise not legally binding; and (viii) agree any dispute arbitrated hereunder should be construed as subject to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, June 10, 1958) (“**New York Convention**”), and as arising from a commercial legal relationship, and also that the enforcement of an arbitration award issued pursuant to this Agreement or arbitration clause shall not be considered a domestic award in any court in which it is enforced.