



**PRÓSPERA ARBITRATION CENTER (PAC)
PRIVATE ALTERNATIVE DISPUTE RESOLUTION RULES**

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Article 1: Scope of These Rules

1. Where parties have agreed to the non-public, non-precedential arbitration or mediation of disputes under these “Private Alternative Dispute Resolution Rules,” which include Expedited Procedures and Mediation Rules (Rules), or have provided for non-public, non-precedential arbitration or mediation of a dispute by the Próspera Arbitration Center (PAC) without designating particular rules, as contemplated by Próspera Arbitration Statute, §§2-1-37-4-0-29(1) and 43, available at <https://pzgps.hn>, the non-public arbitration or mediation shall be governed by these Rules as in effect at the date of commencement of the arbitration or mediation, subject to modifications that the parties may adopt in writing, which shall be accepted by the assigned arbiter unless unlawful. The Próspera Arbitration Center (PAC) through its website designated process recipient, who is the CEO or his delegate, is the Administrator of these Rules. To initiate and participate in a private arbitration or mediation under these Rules, the parties must have paid or caused to be paid the privacy surcharge as may be posted from time to time at <https://pzgps.hn> or <https://pac.hn/>. The descriptive terms “arbitrator” and “mediator” are used to identify the capacity in which an Arbitrator (including Senior Arbitrator, Arbitrator and Arbitral Officer, as applicable) is acting where relevant.
2. These Rules govern non-public, non-precedential arbitration or mediation, except that, where any such rule is in conflict with any provision of the Próspera Arbitration Statute, §§2-1-37-1-0-0-1 through 2-1-37-8-0-0-64, from which the parties cannot deviate, that provision shall prevail.
3. When parties agree to arbitrate or mediate under these Rules, or when they provide for arbitration or mediation of a dispute by the PAC without designating particular rules, they thereby authorize the PAC to administer the arbitration or mediation. These Rules specify the functions, powers, and duties of the PAC. The Administrator may provide services through any of the PAC’s case management offices or arbitral institutions with which the PAC has agreements of cooperation. Arbitrations or mediations administered under these Rules shall be administered only by the PAC or by an individual or organization authorized by the PAC.
4. Unless the parties agree or the Administrator determines otherwise, the Expedited Procedures (appendix below) shall apply in any arbitration or mediation in which no disclosed claim or counterclaim exceeds USD \$250,000 exclusive of interest and the costs of arbitration or mediation. The parties may also agree to use the Expedited Procedures in other cases. The Expedited Procedures shall be applied as described in the Appendix to these Rules, in addition to any other portion of these Rules that is not in conflict with the Expedited Procedures. Where no party’s claim or counterclaim exceeds USD \$100,000 exclusive of interest, attorney fees, and other arbitration costs, the dispute shall be resolved by written submissions only unless the Arbitrator determines that an oral hearing is necessary.

COMMENCING THE ARBITRATION

Article 2: Notice of Arbitration

1. The party initiating arbitration (Claimant) shall, in compliance with Article 10, give written Notice of Arbitration to the Administrator and simultaneously to the party against whom a claim is being made (Respondent). The Claimant may also initiate the arbitration through the Administrator’s online filing system located at <https://pzgps.hn> or <https://pac.hn/>. The arbitration shall be deemed to commence on the date on which the Administrator receives the Notice of Arbitration.

2. The Notice of Arbitration shall contain the following information:
 - a. a demand that the dispute be referred to arbitration;
 - b. the names, addresses, telephone numbers, fax numbers, and email addresses of the parties and, if known, their representatives;
 - c. a copy of the entire arbitration clause or agreement being invoked, and, when claims are made under more than one arbitration agreement, a copy of the arbitration agreement under which each claim is made;
 - d. a reference to any contract out of or in relation to which the dispute arises;
 - e. a description of the claim and of the facts supporting it;
 - f. the relief or remedy sought, and any amount claimed; and
 - g. optionally, proposals, consistent with any prior agreement between or among the parties, as to the means of designating the Arbiters, the number of Arbiters, the place of arbitration, the language(s) of the arbitration, and any interest in mediating the dispute.
3. The Notice of Arbitration shall be accompanied by the appropriate filing fee.
4. Upon receipt of the Notice of Arbitration, the Administrator shall communicate with all parties with respect to the arbitration and acknowledge the commencement of the arbitration.

Article 3: Answer and Counterclaim

1. Within 30 days after the commencement of the arbitration, Respondent shall submit to Claimant, to any other parties, and to the Administrator a written Answer to the Notice of Arbitration.
2. At the time Respondent submits its Answer, Respondent may make any counterclaims covered by the agreement to arbitrate or assert any setoffs, and Claimant shall within 30 days submit to Respondent, to any other parties, and to the Administrator a written Answer to the counterclaim or setoffs.
3. A counterclaim or setoff shall contain the same information required of a Notice of Arbitration under Article 2(2) and shall be accompanied by the appropriate filing fee.
4. Respondent shall within 30 days after the commencement of the arbitration submit to Claimant, to any other parties, and to the Administrator a response to any proposals by Claimant not previously agreed upon, or submit its own proposals, consistent with any prior agreement between or among the parties, as to the means of designating the Arbiters, the number of Arbiters, the place of the arbitration, the language(s) of the arbitration, and any interest in mediating the dispute.
5. The arbitral tribunal, or the Administrator if the tribunal has not yet been constituted, may extend any of the time limits established in this Article if it considers such an extension justified.
6. Failure of Respondent to submit an Answer shall not preclude the arbitration from proceeding.
7. In arbitrations with multiple parties, Respondent may make claims or assert setoffs against another Respondent, and Claimant may make claims or assert setoffs against another Claimant in accordance with the provisions of this Article 3.

Article 4: Administrative Conference

The Administrator may conduct an administrative conference before the arbitral tribunal is constituted to facilitate party discussion and agreement on issues such as Arbiter selection, mediating the dispute, process efficiencies, and any other administrative matters.

Article 5: Mediation

Following the time for submission of an Answer, the Administrator may invite the parties to mediate in accordance with the PAC Mediation Rules beginning at Article 40 below (“PAC Mediation Rules”). At any stage of the proceedings, the parties may agree to mediate in accordance with the PAC Mediation Rules. Unless the parties agree otherwise, the arbitration shall be stayed pending the mediation.

Article 6: Emergency Measures of Protection

1. A party may apply for emergency relief before the constitution of the arbitral tribunal by submitting a written notice to the Administrator and to all other parties setting forth the nature of the relief sought, the reasons why such relief is required on an emergency basis, and the reasons why the party is entitled to such relief. The notice shall be submitted concurrently with or following the submission of a Notice of Arbitration. Such notice may be given by email, or as otherwise permitted by Article 10, and must include a statement certifying that all parties have been notified or an explanation of the steps taken in good faith to notify all parties.
2. Within one business day of receipt of the notice as provided in Article 6(1), the Administrator shall appoint a single emergency Arbiter. Before accepting appointment, a prospective emergency Arbiter shall, in accordance with Article 13, disclose to the Administrator any circumstances that may give rise to justifiable doubts as to the Arbiter’s impartiality or independence. Any challenge to the appointment of the emergency Arbiter must be made within one business day of the communication by the Administrator to the parties of the appointment of the emergency Arbiter and the circumstances disclosed.
3. The emergency Arbiter shall as soon as possible, and in any event within two business days of appointment, establish a schedule for consideration of the application for emergency relief. Such schedule shall provide a reasonable opportunity for all parties to be heard and may provide for proceedings by telephone, video, written submissions, or other suitable means, as alternatives to an in-person hearing. The emergency Arbiter shall have the authority vested in the arbitral tribunal under Article 19, including the authority to rule on her/his own jurisdiction, and shall resolve any disputes over the applicability of this Article.
4. The emergency Arbiter shall have the power to order or award any interim or conservancy measures that the emergency Arbiter deems necessary, including injunctive relief and measures for the protection or conservation of property. Any such measures may take the form of an interim award or an order. The emergency Arbiter shall give reasons in either case. The emergency Arbiter may modify or vacate the interim award or order. Any interim award or order shall have the same effect as an interim measure made pursuant to Article 24 and shall be binding on the parties when rendered. The parties shall undertake to comply with such an interim award or order without delay.
5. The emergency Arbiter shall have no further power to act after the arbitral tribunal is constituted. Once the tribunal has been constituted, the tribunal may reconsider, modify, or vacate the interim award or order of emergency relief issued by the emergency Arbiter. The emergency Arbiter may not serve as a member of the tribunal unless the parties agree otherwise.

6. Any interim award or order of emergency relief may be conditioned on provision of appropriate security by the party seeking such relief.
7. A request for interim measures addressed by a party to a judicial authority shall not be deemed incompatible with this Article 6 or with the agreement to arbitrate or a waiver of the right to arbitrate.
8. The costs associated with applications for emergency relief shall be addressed by the emergency Arbiter, subject to the power of the arbitral tribunal to determine finally the allocation of such costs.

Article 7: Joinder

1. A party that seeks to join an additional party to the arbitration shall submit to the Administrator a Notice of Arbitration against the additional party. No additional party may be joined after the appointment of any Arbiter, unless all parties, including the additional party, otherwise agree. The party seeking to join the additional party shall, at that same time, submit the Notice of Arbitration to the additional party and all other parties. The date on which such Notice of Arbitration is received by the Administrator shall be deemed to be the date of the commencement of arbitration against the additional party. Any joinder shall be subject to the provisions of Articles 12 and 19.
2. The request for joinder shall contain the same information required of a Notice of Arbitration under Article 2(2) and shall be accompanied by the appropriate filing fee.
3. The additional party shall submit an Answer in accordance with the provisions of Article 3.
4. The additional party may make claims, counterclaims, or assert setoffs against any other party in accordance with the provisions of Article 3.

Article 8: Consolidation

1. At the request of a party, the Administrator may appoint a consolidation Arbiter, who will have the power to consolidate two or more arbitrations pending under these Rules, or these and other arbitration rules administered by the PAC, into a single arbitration where:
 - a. the parties have expressly agreed to consolidation; or
 - b. all of the claims and counterclaims in the arbitrations are made under the same arbitration agreement; or
 - c. the claims, counterclaims, or setoffs in the arbitrations are made under more than one arbitration agreement; the arbitrations involve the same parties; the disputes in the arbitrations arise in connection with the same legal relationship; and the consolidation Arbiter finds the arbitration agreements to be compatible.
2. A consolidation Arbiter shall be appointed as follows:
 - a. The Administrator shall notify the parties in writing of its intention to appoint a consolidation Arbiter and invite the parties to agree on a procedure for the appointment of a consolidation Arbiter.
 - b. If the parties have not within 15 days of such notice agreed on a procedure for appointment of a consolidation Arbiter, the Administrator shall appoint the consolidation Arbiter.

- c. Absent the agreement of all parties, the consolidation Arbiter shall not be an Arbiter who is appointed to any pending arbitration subject to potential consolidation under this Article.
 - d. The provisions of Articles 13-15 of these Rules shall apply to the appointment of the consolidation Arbiter.
 3. In deciding whether to consolidate, the consolidation Arbiter shall consult the parties and may consult the arbitral tribunal(s) and may take into account all relevant circumstances, including:
 - a. applicable law;
 - b. whether one or more Arbiters have been appointed in more than one of the arbitrations and, if so, whether the same or different persons have been appointed;
 - c. the progress already made in the arbitrations;
 - d. whether the arbitrations raise common issues of law and/or facts; and
 - e. whether the consolidation of the arbitrations would serve the interests of justice and efficiency.
 4. The consolidation Arbiter may order that any or all arbitrations subject to potential consolidation be stayed pending a ruling on a request for consolidation.
 5. When arbitrations are consolidated, they shall be consolidated into the arbitration that commenced first, unless otherwise agreed by all parties or the consolidation Arbiter finds otherwise.
 6. Where the consolidation Arbiter decides to consolidate an arbitration with one or more other arbitrations, each party in those arbitrations shall be deemed to have waived its right to appoint an Arbiter. The consolidation Arbiter may revoke the appointment of any Arbiters and may select one of the previously appointed tribunals to serve in the consolidated proceeding. The Administrator shall, as necessary, complete the appointment of the tribunal in the consolidated proceeding. Absent the agreement of all parties, the consolidation Arbiter shall not be appointed in the consolidated proceeding.
 7. The decision as to consolidation, which need not include a statement of reasons, shall be rendered within 15 days of the date for final submissions on consolidation.

Article 9: Amendment or Supplement of Claim, Counterclaim, or Defense

Any party may amend or supplement its claim, counterclaim, setoff, or defense unless the arbitral tribunal considers it inappropriate to allow such amendment or supplement because of the party's delay in making it, prejudice to the other parties, or any other circumstances. A party may not amend or supplement a claim or counterclaim if the amendment or supplement would fall outside the scope of the agreement to arbitrate. The tribunal may permit an amendment or supplement subject to an award of costs and/or the payment of filing fees as determined by the Administrator.

Article 10: Notices

1. Unless otherwise agreed by the parties or ordered by the arbitral tribunal, all notices and written communications may be transmitted by any means of communication that allows for a record of its

transmission, including mail, courier, fax, email, or other written forms of electronic communication addressed to the party or its representative at its last-known address, or by personal service.

2. For the purpose of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice is made.

THE TRIBUNAL

Article 11: Number of Arbiters

If the parties have not agreed on the number of Arbiters, one Arbiter shall be appointed.

Article 12: Appointment of Arbiters

1. The parties may agree on any procedure for appointing Arbiters and shall inform the Administrator as to such procedure. In the absence of party agreement as to the method of appointment, the Administrator may use the PAC list method as provided in Article 12(6).
2. The parties may agree to select Arbiters, with or without the assistance of the Administrator. When such selections are made, the parties shall take into account the Arbiters' availability to serve and shall notify the Administrator so that a Notice of Appointment can be communicated to the Arbiters, together with a copy of these Rules.
3. If within 45 days after the commencement of the arbitration, all parties have not agreed on a procedure for appointing the Arbiter(s) or have not agreed on the selection of the Arbiter(s), the Administrator shall, at the written request of any party, appoint the Arbiter(s). Where the parties have agreed on a procedure for selecting the Arbiter(s), but all appointments have not been made within the time limits provided by that procedure, the Administrator shall, at the written request of any party, perform all functions provided for in that procedure that remain to be performed.
4. In making appointments, the Administrator shall, after inviting consultation with the parties, endeavor to appoint suitable Arbiters, taking into account their availability to serve. At the request of any party or on its own initiative, the Administrator may appoint nationals of a country other than that of any of the parties.
5. If there are more than two parties to the arbitration, the Administrator may appoint all Arbiters unless the parties have agreed otherwise no later than 45 days after the commencement of the arbitration.
6. If the parties have not selected an Arbiter(s) and have not agreed on any other method of appointment, the Administrator, at its discretion, may appoint the Arbiter(s) in the following manner using the PAC list method. The Administrator shall send simultaneously to each party an identical list of names of persons for consideration as Arbiter(s). The parties are encouraged to agree to an Arbiter(s) from the submitted list and shall advise the Administrator of their agreement. If, after receipt of the list, the parties are unable to agree upon an Arbiter(s), each party shall have 15 days from the transmittal date in which to strike names objected to, number the remaining names in order of preference, and return the list to the Administrator. The parties are not required to exchange selection lists. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on the parties' lists, and in accordance with the designated order of mutual preference, the

Administrator shall invite an Arbiter(s) to serve. If the parties fail to agree on any of the persons listed, or if acceptable Arbiters are unable or unavailable to act, or if for any other reason the appointment cannot be made from the submitted lists, the Administrator shall have the power to make the appointment without the submission of additional lists. The Administrator shall, if necessary, designate the presiding Arbiter in consultation with the tribunal.

7. The appointment of an Arbiter is effective upon receipt by the Administrator of the Administrator's Notice of Appointment completed and signed by the Arbiter.

Article 13: Impartiality and Independence of Arbiter

1. Arbiters acting under these Rules shall be impartial and independent and shall act in accordance with the terms of the Notice of Appointment provided by the Administrator.
2. Upon accepting appointment, an Arbiter shall sign the Notice of Appointment provided by the Administrator affirming that the Arbiter is available to serve and is independent and impartial. The Arbiter shall disclose any circumstances that may give rise to justifiable doubts as to the Arbiter's impartiality or independence and any other relevant facts the Arbiter wants brought to the parties' attention.
3. If, at any stage during the arbitration, circumstances arise that might give rise to doubts about an Arbiter's independence or impartiality, an Arbiter or party shall promptly disclose such information to all parties and to the Administrator. Upon receipt of such information from an Arbiter or a party, the Administrator shall communicate it to all parties and to the tribunal.
4. Disclosure by an Arbiter or party does not necessarily indicate belief by the Arbiter or party that the disclosed information gives rise to justifiable doubts as to the Arbiter's impartiality or independence.
5. Failure of a party to disclose any circumstances that might give rise to justifiable doubts as to an Arbiter's impartiality or independence within a reasonable period after the party becomes aware of such information constitutes a waiver of the right to challenge an Arbiter based on those circumstances.
6. No party or anyone acting on its behalf shall have any *ex parte* communication relating to the case with any Arbiter, or with any candidate for party-appointed Arbiter, except to advise the candidate of the general nature of the controversy and of the anticipated proceedings and to discuss the candidate's qualifications, availability, or impartiality and independence in relation to the parties, or to discuss the suitability of candidates for selection as a presiding Arbiter where the parties or party-appointed Arbiters are to participate in that selection. No party or anyone acting on its behalf shall have any *ex parte* communication relating to the case with any candidate for presiding Arbiter.

Article 14: Challenge of an Arbiter

1. A party may challenge an Arbiter whenever circumstances exist that give rise to justifiable doubts as to the Arbiter's impartiality or independence. A party shall send a written notice of the challenge to the Administrator within 15 days after being notified of the appointment of the Arbiter or within 15 days after the circumstances giving rise to the challenge become known to that party. The challenge shall state in writing the reasons for the challenge. The party shall not send this notice to any member of the arbitral tribunal.

2. Upon receipt of such a challenge, the Administrator shall notify all other parties of the challenge and give each party an opportunity to respond. The Administrator shall not send the notice of challenge to any member of the tribunal but shall notify the tribunal that a challenge has been received, without identifying the party challenging. The Administrator may advise the challenged Arbiter of the challenge and request information from the challenged Arbiter relating to the challenge. When an Arbiter has been challenged by a party, the other party or parties may agree to the acceptance of the challenge and, if there is agreement, the Arbiter shall withdraw. The challenged Arbiter, after consultation with the Administrator, also may withdraw in the absence of such agreement. In neither case does withdrawal imply acceptance of the validity of the grounds for the challenge.
3. If one or more other parties do not agree to the challenge or the challenged Arbiter does not withdraw, the Administrator in its sole discretion shall make the decision on the challenge.
4. The Administrator, on its own initiative, may remove an Arbiter for failing to perform his or her duties.

Article 15: Replacement of an Arbiter

1. If an Arbiter resigns, is incapable of performing the duties of an Arbiter, or is removed for any reason and the office becomes vacant, a substitute Arbiter shall be appointed pursuant to the provisions of Article 12, unless the parties otherwise agree.
2. If a substitute Arbiter is appointed under this Article, unless the parties otherwise agree the arbitral tribunal shall determine at its sole discretion whether all or part of the case shall be repeated.
3. If an Arbiter on a three-person arbitral tribunal fails to participate in the arbitration for reasons other than those identified in Article 15(1), the two other Arbiters shall have the power in their sole discretion to continue the arbitration and to make any decision, ruling, order, or award, notwithstanding the failure of the third Arbiter to participate. In determining whether to continue the arbitration or to render any decision, ruling, order, or award without the participation of an Arbiter, the two other Arbiters shall take into account the stage of the arbitration, the reason, if any, expressed by the third Arbiter for such non-participation and such other matters as they consider appropriate in the circumstances of the case. In the event that the two other Arbiters determine not to continue the arbitration without the participation of the third Arbiter, the Administrator on proof satisfactory to it shall declare the office vacant, and a substitute Arbiter shall be appointed pursuant to the provisions of Article 12, unless the parties otherwise agree.

GENERAL CONDITIONS

Article 16: Party Representation

Any party may be represented in the arbitration. The names, addresses, telephone numbers, fax numbers, and email addresses of representatives shall be communicated in writing to all other parties and to the Administrator. Unless instructed otherwise by the Administrator, once the arbitral tribunal has been established, the parties or their representatives may communicate in writing directly with the tribunal with simultaneous copies to all other parties and, unless otherwise instructed by the Administrator, to the Administrator. The conduct of party representatives shall be in accordance with such guidelines as the PAC may issue on the subject.

Article 17: Place of Arbitration

1. If the parties do not agree on the place of arbitration by a date established by the Administrator, the Administrator may initially determine the place of arbitration, subject to the power of the arbitral tribunal to determine finally the place of arbitration within 45 days after its constitution.
2. The tribunal may meet at any place it deems appropriate for any purpose, including to conduct hearings, hold conferences, hear witnesses, inspect property or documents, or deliberate, and, if done elsewhere than the place of arbitration, the arbitration shall be deemed conducted at the place of arbitration and any award shall be deemed made at the place of arbitration.

Article 18: Language of Arbitration

If the parties have not agreed otherwise, the language(s) of the arbitration shall be the language(s) of the documents containing the arbitration agreement, subject to the power of the arbitral tribunal to determine otherwise. The tribunal may order that any documents delivered in another language shall be accompanied by a translation into the language(s) of the arbitration.

Article 19: Arbitral Jurisdiction

1. The arbitral tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement(s), or with respect to whether all of the claims, counterclaims, and setoffs made in the arbitration may be determined in a single arbitration.
2. The tribunal shall have the power to determine the existence or validity of a contract of which an arbitration clause forms a part. Such an arbitration clause shall be treated as an agreement independent of the other terms of the contract. A decision by the tribunal that the contract is null and void shall not for that reason alone render invalid the arbitration clause.
3. A party must object to the jurisdiction of the tribunal or to arbitral jurisdiction respecting the admissibility of a claim, counterclaim, or setoff no later than the filing of the Answer, as provided in Article 3, to the claim, counterclaim, or setoff that gives rise to the objection. The tribunal may extend such time limit and may rule on any objection under this Article as a preliminary matter or as part of the final award.
4. Issues regarding arbitral jurisdiction raised before the constitution of the tribunal shall not preclude the Administrator from proceeding with administration and shall be referred to the tribunal for determination once constituted.

Article 20: Conduct of Proceedings

1. Subject to these Rules, the arbitral tribunal may conduct the arbitration in whatever manner it considers appropriate, provided that the parties are treated with equality and that each party has the right to be heard and is given a fair opportunity to present its case.
2. The tribunal shall conduct the proceedings with a view to expediting the resolution of the dispute. The tribunal may, promptly after being constituted, conduct a preparatory conference with the parties for the purpose of organizing, scheduling, and agreeing to procedures, including the setting of deadlines for any submissions by the parties. In establishing procedures for the case, the tribunal and the parties may consider how technology, including electronic communications, could be used to increase the efficiency and economy of the proceedings.

3. The tribunal may decide preliminary issues, bifurcate proceedings, direct the order of proof, exclude cumulative or irrelevant testimony or other evidence, and direct the parties to focus their presentations on issues whose resolution could dispose of all or part of the case.
4. At any time during the proceedings, the tribunal may order the parties to produce documents, exhibits, or other evidence it deems necessary or appropriate. Unless the parties agree otherwise in writing, the tribunal shall apply Article 21.
5. Documents or information submitted to the tribunal by one party shall simultaneously be transmitted by that party to all parties and, unless instructed otherwise by the Administrator, to the Administrator.
6. The tribunal shall determine the admissibility, relevance, materiality, credibility, and weight of the evidence.
7. The parties shall make every effort to avoid unnecessary delay and expense in the arbitration. The arbitral tribunal may allocate costs, draw adverse inferences, and take such additional steps as are necessary to protect the efficiency and integrity of the arbitration.

Article 21: Exchange of Information

1. The arbitral tribunal shall manage the exchange of information between the parties with a view to maintaining efficiency and economy. The tribunal and the parties should endeavor to avoid unnecessary delay and expense while at the same time avoiding surprise, assuring equality of treatment, and safeguarding each party's opportunity to present its claims and defenses fairly.
2. The parties may provide the tribunal with their views on the appropriate level of information exchange for each case, but the tribunal retains final authority. To the extent that the parties wish to depart from this Article, they may do so only by written agreement and in consultation with the tribunal.
3. The parties shall exchange all documents on which each intends to rely on a schedule set by the tribunal.
4. The tribunal may, upon application, require a party to make available to another party documents in that party's possession not otherwise available to the party seeking the documents, that are reasonably believed to exist and to be relevant and material to the outcome of the case. Requests for documents shall contain a description of specific documents or classes of documents, along with an explanation of their relevance and materiality to the outcome of the case.
5. The tribunal may condition any exchange of information subject to claims of commercial or technical confidentiality on appropriate measures to protect such confidentiality as provided in Article 37(2).
6. When documents to be exchanged are maintained in electronic form, the party in possession of such documents may make them available in the form (which may be paper copies) most convenient and economical for it, unless the tribunal determines, on application, that there is a compelling need for access to the documents in a different form. Requests for documents maintained in electronic form should be narrowly focused and structured to make searching for them as economical as possible. The tribunal may direct testing or other means of focusing and limiting any search.

7. The tribunal may, on application, require a party to permit inspection on reasonable notice of relevant premises or objects.
8. In resolving any dispute about pre-hearing exchanges of information, the tribunal shall require a requesting party to justify the time and expense that its request may involve and may condition granting such a request on the payment of part or all of the cost by the party seeking the information. The tribunal may also allocate the costs of providing information among the parties, either in an interim order or in an award.
9. In the event a party fails to comply with an order for information exchange, the tribunal may draw adverse inferences and may take such failure into account in allocating costs.
10. Depositions, interrogatories, and requests for admission as developed for use in U.S. court procedures generally are not appropriate procedures for obtaining information in an arbitration under these Rules.

Article 22: Privilege

The arbitral tribunal shall take into account applicable principles of privilege, such as those involving the confidentiality of communications between a lawyer and client. When the parties, their counsel, or their documents would be subject under applicable law to different rules, the tribunal should, to the extent possible, apply the same rule to all parties, giving preference to the rule that provides the highest level of protection.

Article 23: Hearing

1. The arbitral tribunal shall give the parties reasonable notice of the date, time, and place of any oral hearing.
2. At least 15 days before the hearings, each party shall give the tribunal and the other parties the names and addresses of any witnesses it intends to present, the subject of their testimony, and the languages in which such witnesses will give their testimony.
3. The tribunal shall determine the manner in which witnesses are examined and who may be present during witness examination.
4. Unless otherwise agreed by the parties or directed by the tribunal, testimony of witnesses may be presented in the form of written statements signed by them under oath, penalties of perjury or the equivalent. In accordance with a schedule set by the tribunal, each party shall notify the tribunal and the other parties of the names of any witnesses who have presented a witness statement whom it requests to examine. The tribunal may require any witness to appear at a hearing. If a witness whose appearance has been requested fails to appear without valid excuse as determined by the tribunal, the tribunal may disregard any written statement by that witness.
5. The tribunal may direct that witnesses be examined through means that do not require their physical presence, including any means of electronic communication.
6. Hearings are private unless the parties agree otherwise, or the law provides to the contrary.

Article 24: Interim Measures

1. At the request of any party, the arbitral tribunal may order or award any interim or conservatory measures it deems necessary, including injunctive relief and measures for the protection or conservation of property.
2. Such interim measures may take the form of an interim order or award, and the tribunal may require security for the costs of such measures.
3. A request for interim measures addressed by a party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.
4. The arbitral tribunal may in its discretion allocate costs associated with applications for interim relief in any interim order or award or in the final award.
5. An application for emergency relief before the constitution of the arbitral tribunal may be made as provided in Article 6.

Article 25: Tribunal-Appointed Expert

1. The arbitral tribunal, after consultation with the parties, may appoint one or more independent experts to report to it, in writing, on issues designated by the tribunal and communicated to the parties.
2. The parties shall provide such an expert with any relevant information or produce for inspection any relevant documents or goods that the expert may require. Any dispute between a party and the expert as to the relevance of the requested information or goods shall be referred to the tribunal for decision.
3. Upon receipt of an expert's report, the tribunal shall send a copy of the report to all parties and shall give the parties an opportunity to express, in writing, their agreement or disagreement with the report. A party may examine any document on which the expert has relied in such a report.
4. At the request of any party, the tribunal shall give the parties an opportunity to question the expert at a hearing. At this hearing, parties may present expert witnesses to testify on the points at issue.

Article 26: Default

1. If a party fails to submit an Answer in accordance with Article 3, the arbitral tribunal may proceed with the arbitration.
2. If a party, duly notified under these Rules, fails to appear at a hearing without showing sufficient cause for such failure, the tribunal may proceed with the hearing or decide the claim(s) on the filings before it, at the option of the appearing party.
3. If a party, duly invited to produce evidence or take any other steps in the proceedings, fails to do so within the time established by the tribunal without showing sufficient cause for such failure, the tribunal may make the award on the evidence before it.

Article 27: Closure of Hearing

1. The arbitral tribunal may ask the parties if they have any further submissions and upon receiving negative replies, or if satisfied that the record is complete, the tribunal may declare the arbitral hearing closed.
2. The tribunal in its discretion, on its own motion, or upon application of a party, may reopen the arbitral hearing at any time before the award is made.

Article 28: Waiver

A party who reasonably should know of any non-compliance with any provision or requirement of the Rules or the arbitration agreement, and proceeds with the arbitration without promptly stating an objection in writing, waives the right to object.

Article 29: Awards, Orders, Decisions and Rulings

1. In addition to making a final award, the arbitral tribunal may make interim, interlocutory, or partial awards, orders, decisions, and rulings.
2. When there is more than one Arbiter, any award, order, decision, or ruling of the tribunal shall be made by a majority of the Arbiters.
3. When the parties or the tribunal so authorize, the presiding Arbiter may make orders, decisions, or rulings on questions of procedure, including exchanges of information, subject to revision by the tribunal.

Article 30: Time, Form, and Effect of Award

1. Awards shall be made in writing by the arbitral tribunal and shall be final and binding on the parties, subject to any agreed right of appeal. The tribunal shall make every effort to deliberate and prepare the award as quickly as possible after the hearing. Unless the award is appealed as provided by this Article, or as otherwise agreed by the parties, specified by law, or determined by the Administrator, the final award shall be made no later than 60 days from the date of the closing of the hearing. The parties shall carry out any such award without delay and, absent agreement otherwise, waive irrevocably their right to any form of appeal, review, or recourse to any court or other judicial authority, insofar as such waiver can validly be made. The tribunal shall state the reasons on which an award is based, unless the parties have agreed that no reasons need be given.
2. An award shall be signed by the Arbiter(s) and shall state the date on which the award was made and the place of arbitration. Where there is more than one Arbiter and any of them fails to sign an award, the award shall include or be accompanied by a statement of the reason for the absence of such signature.
3. An award may be made public only with the consent of all parties or as required by law, except that the Administrator may publish or otherwise make publicly available selected awards, orders, decisions, and rulings that have become public in the course of enforcement or otherwise and, unless otherwise agreed by the parties, may publish selected awards, orders, decisions, and rulings that have been edited to conceal the names of the parties and other identifying details.
4. The award shall be transmitted in by the tribunal to the Administrator. The award shall be communicated to the parties by the Administrator.

5. If applicable law requires an award to be filed or registered, the tribunal shall cause such requirement to be satisfied. It is the responsibility of the parties to bring such requirements or any other procedural requirements of the place of arbitration to the attention of the tribunal.
6. Unless the right of appeal is precluded by or waived in the governing arbitration agreement or otherwise by subsequent agreement of the parties, either party may appeal an award solely to the arbitral tribunal of appeals by filing a Notice of Appeal from the Award with the Administrator, together with necessary fees and a detailed submission explaining the nature of the alleged error justifying appellate review and reversal or modification, within ten (10) days of the award date. All appeals shall thereafter be governed by the PAC Rules of Appellate Procedure for Minor and Special Division Claims, with the arbitral tribunal of appeals to resolve the parties' dispute accordingly.

Article 31: Applicable Laws and Remedies

1. The arbitral tribunal shall apply the substantive law(s) or rules of law agreed by the parties as applicable to the dispute. Absent such an agreement by the parties, the tribunal shall apply such law(s) or rules of law as it determines to be appropriate, with a strong presumption in favor of Próspera ZEDE law.
2. In arbitrations involving the interpretation or application of contracts, the tribunal shall decide in accordance with the terms of the contract and shall take into account usages of the trade applicable to the contract.
3. A monetary award shall be in the currency or currencies of the contract unless the tribunal considers another currency more appropriate, and the tribunal may award such pre-award and post-award interest, simple or compound, as it considers appropriate, taking into consideration the contract and applicable law(s).

Article 32: Settlement or Other Reasons for Termination

1. If the parties settle the dispute before a final award is made, they shall immediately notify the arbitral tribunal, the arbitral tribunal shall terminate the arbitration and, if requested by all parties, may record the settlement in the form of a consent award on agreed terms. The tribunal is not obliged to give reasons for such an award.
2. If continuation of the arbitration becomes unnecessary or impossible due to the non-payment of deposits required by the Administrator, the arbitration may be suspended or terminated as provided in Article 36(3).
3. If continuation of the arbitration becomes unnecessary or impossible for any reason other than as stated in Sections 1 and 2 of this Article, the tribunal shall inform the parties of its intention to terminate the arbitration. The tribunal shall thereafter issue an order terminating the arbitration, unless a party raises justifiable grounds for objection.

Article 33: Interpretation and Correction of Award

1. Within 30 days after the receipt of an award, any party, with notice to the other party, may request the arbitral tribunal to clarify the award or correct any clerical, typographical, or computational errors.

2. If the tribunal considers such a request justified after considering the contentions of the parties, it shall comply with such a request within 30 days after receipt of the parties' last submissions respecting the requested clarification, correction, or additional award. Any interpretation, correction, or additional award made by the tribunal shall contain reasoning and shall form part of the award.
3. The tribunal on its own initiative may, within 30 days of the date of the award, correct any clerical, typographical, or computational errors or make an additional award as to claims presented but omitted from the award.
4. The parties shall be responsible for all costs associated with any request for clarification, correction, or an additional award, and the tribunal may allocate such costs.

Article 34: Costs of Arbitration

1. The arbitral tribunal shall fix the costs of arbitration in its award(s). The tribunal may allocate such costs among the parties if it determines that allocation is reasonable, taking into account the circumstances of the case.
2. Such costs may include:
 - a. the fees and expenses of the Arbiters;
 - b. the costs of assistance required by the tribunal, including its experts;
 - c. the fees and expenses of the Administrator;
 - d. the reasonable legal and other costs incurred by the parties;
 - e. any costs incurred in connection with a notice for interim or emergency relief pursuant to Articles 6 or 24;
 - f. any costs incurred in connection with a request for consolidation pursuant to Article 8; and
 - g. any costs associated with information exchange pursuant to Article 21.

Article 35: Fees and Expenses of Arbitral Tribunal

1. The fees and expenses of the Arbiters shall be reasonable in amount, taking into account the time spent by the Arbiters, the size and complexity of the case, and any other relevant circumstances.
2. As soon as practicable after the commencement of the arbitration, the Administrator shall designate an appropriate daily or hourly rate of compensation in consultation with the parties and all Arbiters, taking into account the Arbiters' stated rate of compensation and the size and complexity of the case.
3. Any dispute regarding the fees and expenses of the Arbiters shall be determined by the Administrator.

Article 36: Deposits

1. The Administrator may require that the parties deposit appropriate amounts as an advance for the costs referred to in Article 34.

2. During the course of the arbitration, the Administrator may require supplementary deposits from the parties.
3. If the deposits requested are not paid promptly and in full, the Administrator shall so inform the parties in order that one or more of them may make the required payment. If such payment is not made, the arbitral tribunal may order the suspension or termination of the proceedings. If the tribunal has not yet been appointed, the Administrator may suspend or terminate the proceedings.
4. Failure of a party asserting a claim or counterclaim to pay the required deposits shall be deemed a withdrawal of the claim or counterclaim.
5. After the final award has been made, the Administrator shall render an accounting to the parties of the deposits received and return any unexpended balance to the parties.

Article 37: Confidentiality

1. Confidential information disclosed during the arbitration by the parties or by witnesses shall not be divulged by an Arbiter or by the Administrator. Except as provided in Article 30, unless otherwise agreed by the parties or required by applicable law, the members of the arbitral tribunal and the Administrator shall keep confidential all matters relating to the arbitration or the award.
2. Unless the parties agree otherwise, the tribunal may make orders concerning the confidentiality of the arbitration or any matters in connection with the arbitration and may take measures for protecting trade secrets and confidential information as provided in Article 21(5).

Article 38: Exclusion of Liability

The members of the arbitral tribunal, any emergency Arbiter appointed under Article 6, any consolidation Arbiter appointed under Article 8, and the Administrator shall not be liable to any party for any act or omission in connection with any arbitration under these Rules, except to the extent that such a limitation of liability is prohibited by applicable law. The parties agree that no Arbiter, emergency Arbiter, or consolidation Arbiter, nor the Administrator shall be under any obligation to make any statement about the arbitration, and no party shall seek to make any of these persons a party or witness in any judicial or other proceedings relating to the arbitration.

Article 39: Interpretation of Rules

The arbitral tribunal, any emergency Arbiter appointed under Article 6, and any consolidation Arbiter appointed under Article 8, shall interpret and apply these Rules insofar as they relate to their powers and duties.

COMMENCING THE MEDIATION

Article 40: Agreement of Parties

Whenever parties have agreed in writing to mediate disputes under the Private Alternative Dispute Resolution Rules or have provided for mediation or conciliation of existing or future disputes under the auspices of the PAC without designating particular Rules, they shall be deemed to have made these Mediation Rules, as amended and in effect as of the date of the submission of the dispute, a part of their agreement. The parties by mutual agreement may vary any part of these Mediation Rules including, but not limited to, agreeing to conduct the mediation via telephone or other electronic or technical means.

Article 41: Initiation of Mediation

1. Any party or parties to a dispute may initiate mediation under the PAC's auspices by making a request for mediation to any PAC case management center via telephone, email, regular mail, or fax. Requests for mediation may also be filed online <https://pzgps.hn> or <https://pac/hn>.
2. The party initiating the mediation shall simultaneously notify the other party or parties of the request. The initiating party shall provide the following information to the PAC and the other party or parties as applicable:
 - a. a copy of the mediation provision of the parties' contract or the parties' stipulation to mediate;
 - b. the names, regular mail addresses, email addresses, and telephone numbers of all parties to the dispute and representatives, if any, in the mediation;
 - c. a brief statement of the nature of the dispute and the relief requested;
 - d. any specific qualifications the mediator should possess.
3. Where there is no preexisting stipulation or contract by which the parties have provided for mediation of existing or future disputes under the auspices of the PAC, a party may request the PAC to invite another party to participate in "mediation by voluntary submission." Upon receipt of such a request, the PAC will contact the other party or parties involved in the dispute and attempt to obtain a submission to mediation.

Article 42: Representation

Subject to any applicable law, any party may be represented by persons of the party's choice. The names and addresses of such persons shall be communicated in writing to all parties and to the PAC.

Article 43: Appointment of the Mediator

If the parties have not agreed to the appointment of a mediator and have not provided any other method of appointment, the mediator shall be appointed in the following manner:

- a. Upon receipt of a request for mediation, the PAC will send to each party a list of mediators from the PAC's Panel of Mediators. The parties are encouraged to agree to a mediator from the submitted list and to advise the PAC of their agreement.

- b. If the parties are unable to agree on a mediator, each party shall strike unacceptable names from the list, number the remaining names in order of preference, and return the list to the PAC. If a party does not return the list within the time specified, all mediators on the list shall be deemed acceptable. From among the mediators who have been mutually approved by the parties, and in accordance with the designated order of mutual preference, the PAC shall invite a mediator to serve.
- c. If the parties fail to agree on any of the mediators listed, or if acceptable mediators are unable to serve, or if for any other reason the appointment cannot be made from the submitted list, the PAC shall have the authority to make the appointment from among other members of the Panel of Mediators without the submission of additional lists.

Article 44: Mediator's Impartiality and Duty to Disclose

1. PAC mediators are required to abide by the PAC Code of Ethics in effect at the time a mediator is appointed to a case. Where there is a conflict between the PAC Code of Ethics and any provision of these Mediation Rules, these Mediation Rules shall govern. The Standards require mediators to (i) decline a mediation if the mediator cannot conduct it in an impartial manner, and (ii) disclose, as soon as practicable, all actual and potential conflicts of interest that are reasonably known to the mediator and could reasonably be seen as raising a question about the mediator's impartiality.
2. Before accepting an appointment, PAC mediators are required to make a reasonable inquiry to determine whether there are any facts that a reasonable individual would consider likely to create a potential or actual conflict of interest for the mediator. PAC mediators are required to disclose any circumstance likely to create a presumption of bias or obstruct a resolution of the parties' dispute within the time frame desired by the parties. Upon receipt of such disclosures, the PAC shall immediately communicate the disclosures to the parties for their comments.
3. The parties may, upon receiving disclosure of actual or potential conflicts of interest of the mediator, waive such conflicts and proceed with the mediation. In the event that a party disagrees as to whether the mediator shall serve, or in the event that the mediator's conflict of interest might reasonably be viewed as undermining the integrity of the mediation, the mediator shall be replaced.

Article 45: Vacancies

If any mediator shall become unwilling or unable to serve, the PAC will appoint another mediator, unless the parties agree otherwise, in accordance with Article 43.

Article 46: Duties and Responsibilities of the Mediator

1. The mediator shall conduct the mediation based on the principle of party self-determination. Self-determination is the act of coming to a voluntary, un-coerced decision in which each party makes free and informed choices as to process and outcome.
2. The mediator is authorized to conduct separate or ex parte meetings and other communications with the parties and/or their representatives, before, during, and after any scheduled mediation conference. Such communications may be conducted via telephone, in writing, via email, online, in person, or otherwise.

3. The parties are encouraged to exchange all documents pertinent to the relief requested. The mediator may request the exchange of memoranda on issues, including the underlying interests and the history of the parties' negotiations. Information that a party wishes to keep confidential may be sent to the mediator, as necessary, in a separate communication with the mediator.
4. The mediator does not have the authority to impose a settlement on the parties but will attempt to help them reach a satisfactory resolution of their dispute. Subject to the discretion of the mediator, the mediator may make oral or written recommendations for settlement to a party privately or, if the parties agree, to all parties jointly.
5. In the event that a complete settlement of all or some issues in dispute is not achieved within the scheduled mediation conference(s), the mediator may continue to communicate with the parties for a period of time in an ongoing effort to facilitate a complete settlement.
6. The mediator is not a legal representative of any party and has no fiduciary duty to any party.

Article 47: Responsibilities of the Parties

1. The parties shall ensure that appropriate representatives of each party having authority to consummate a settlement attend the mediation conference.
2. Before and during the scheduled mediation conference(s), the parties and their representatives shall, as appropriate to each party's circumstances, exercise their best efforts to prepare for and engage in a meaningful and productive mediation.

Article 48: Privacy

Mediation conferences and related mediation communications are private proceedings. The parties and their representatives may attend mediation conferences. Other persons may attend only with the permission of the parties and with the consent of the mediator.

Article 49: Confidentiality

1. Subject to applicable law or the parties' agreement, confidential information disclosed to a mediator by the parties or by other participants (witnesses) in the course of the mediation shall not be divulged by the mediator. The mediator shall maintain the confidentiality of all information obtained in the mediation, and all records, reports, or other documents received by a mediator while serving in that capacity shall be confidential.
2. The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum.
3. The parties shall maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitral, judicial, or other proceeding the following, unless agreed to by the parties or required by applicable law:
 - a. views expressed or suggestions made by a party or other participant with respect to a possible settlement of the dispute;

- b. admissions made by a party or other participant in the course of the mediation proceedings;
- c. proposals made or views expressed by the mediator; or
- d. the fact that a party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

Article 50: No Recording Devices

There shall be no recording of the mediation process by any device.

Article 51: Termination of Mediation

The mediation shall be terminated:

- a. by the execution of a settlement agreement by the parties; or
- b. by a written or verbal declaration of the mediator to the effect that further efforts at mediation would not contribute to a resolution of the parties' dispute; or
- c. by a written or verbal declaration of all parties to the effect that the mediation proceedings are terminated; or
- d. when there has been no communication between the mediator and any party or party's representative for 21 days following the conclusion of the mediation conference.

Article 52: Exclusion of Liability

Neither the PAC nor any mediator is a necessary party in judicial proceedings relating to the mediation. Neither the PAC nor any mediator shall be liable to any party for any error, act, or omission in connection with any mediation conducted under these Rules.

Article 53: Interpretation and Application of Rules

The mediator shall interpret and apply these Rules insofar as they relate to the mediator's duties and responsibilities. All other Rules shall be interpreted and applied by the PAC.

Article 54: Expenses

All expenses of the mediation, including required travel and other expenses or charges of the mediator, shall be borne equally by the parties unless they agree otherwise. The expenses of participants for either side shall be paid by the party requesting the attendance of such participants.

Article 55: Language of Mediation

If the parties have not agreed otherwise, and subject to the Próspera Arbitration Statute, the language(s) of the mediation shall be that of the documents containing the mediation agreement.

Appendix: Expedited Procedures

These Expedited Procedures supplement the Rules as provided in Article 1(4).

1. **Detailed Submissions.** Parties are to present detailed submissions on the facts, claims, counterclaims, setoffs and defenses, together with all of the evidence then available on which such party intends to rely, in the Notice of Arbitration and the Answer. The Arbiter, in consultation with the parties, shall establish a procedural order, including a timetable, for completion of any written submissions.
2. **Administrative Conference.** The Administrator may conduct an administrative conference with the parties and their representatives to discuss the application of these procedures, Arbiter selection, mediating the dispute, and any other administrative matters.
3. **Objection to the Applicability of the Expedited Procedures.** If an objection is submitted before the Arbiter is appointed, the Administrator may initially determine the applicability of these Expedited Procedures, subject to the power of the Arbiter to make a final determination. The Arbiter shall take into account the amount in dispute and any other relevant circumstances.
4. **Changes of Claim or Counterclaim.** If, after filing of the initial claims and counterclaims, a party amends its claim or counterclaim to exceed USD \$250,000.00 exclusive of interest and the costs of arbitration, the case will continue to be administered pursuant to these Expedited Procedures unless the parties agree otherwise, or the Administrator or the Arbiter determines otherwise. After the Arbiter is appointed, no new or different claim, counterclaim or setoff and no change in amount may be submitted except with the Arbiter's consent.
5. **Appointment and Qualifications of the Arbiter.** A sole Arbiter shall be appointed as follows. The Administrator shall simultaneously submit to each party an identical list of five proposed Arbiters. The parties may agree to an Arbiter from this list and shall so advise the Administrator. If the parties are unable to agree upon an Arbiter, each party may strike two names from the list and return it to the Administrator within 10 days from the transmittal date of the list to the parties. The parties are not required to exchange selection lists. If the parties fail to agree on any of the Arbiters or if acceptable Arbiters are unable or unavailable to act, or if for any other reason the appointment cannot be made from the submitted lists, the Administrator may make the appointment without the circulation of additional lists. The parties will be given notice by the Administrator of the appointment of the Arbiter, together with any disclosures.
6. **Procedural Conference and Order.** After the Arbiter's appointment, the Arbiter may schedule a procedural conference call with the parties, their representatives, and the Administrator to discuss the procedure and schedule for the case. Within 14 days of appointment, the Arbiter shall issue a procedural order.
7. **Proceedings by Written Submissions.** In expedited proceedings based on written submissions, all submissions are due within 60 days of the date of the procedural order, unless the Arbiter determines otherwise. The Arbiter may require an oral hearing if deemed necessary.
8. **Proceedings with an Oral Hearing.** In expedited proceedings in which an oral hearing is to be held, the Arbiter shall set the date, time, and location of the hearing. The oral hearing shall take place

within 60 days of the date of the procedural order unless the Arbiter deems it necessary to extend that period. Hearings may take place in person or via video conference or other suitable means, at the discretion of the Arbiter. Generally, there will be no transcript or stenographic record. Any party desiring a stenographic record may arrange for one. The oral hearing shall not exceed one day unless the Arbiter determines otherwise. The Administrator will notify the parties in advance of the hearing date.

9. Awards shall be made in writing and shall be final and binding on the parties. Unless otherwise agreed by the parties, specified by law, or determined by the Administrator, the award shall be made not later than 30 days from the date of the closing of the hearing or from the time established for final written submissions.