



Próspera Arbitration Center

CODE OF ETHICS

A. Objectives and Principles

The following objectives and principles for Senior Arbiters and Arbiters of the PAC provide the context for interpreting, applying and enforcing the binding Ethical Rules of the PAC Code of Ethics which follow.

This Code of Ethics:

- Must be considered and accepted by any prospective Senior Arbiters and Arbiters as a condition of their appointment; and
- Is binding on Senior Arbiters and Arbiters.

The principles applicable to the conduct of Senior Arbiters and Arbiters have four main objectives:

- To facilitate the effective administration and delivery of justice under governing procedural and substantive laws;
- To uphold public confidence in the administration and delivery of justice;
- To enhance public respect for the institution of the Próspera ZEDE default Arbitration Service Provider; and
- To protect the reputation of individual Senior Arbiters and Arbiters and of the Próspera Arbitration Center in particular.

Any course of conduct that has the potential to put these objectives at risk must therefore be avoided. There are three basic principles against which arbitral conduct will be tested to ensure compliance with the stated objectives. These are:

- Impartiality;
- Judicial independence; and
- Integrity and personal behavior.

B. Ethical Rules

1 **Appointment**

- 1.1 A prospective Senior Arbiter or Arbiter shall accept an appointment only if they are fully satisfied that they are able to discharge their duties without bias, they have an appropriate level of knowledge of the law of Próspera considering the nature of their appointment, they have an adequate level of knowledge of the language of the arbitration or mediation, as applicable, and they are able to give to the arbitration or mediation, as applicable, the time and attention which the parties are reasonably entitled to expect.

2 Disclosure and compliance

- 2.1 Should a Senior Arbiter or Arbiter be aware of any potential time constraints in the following 6 months (1 month as to Eviction, Small Claims, Hazardous Activity Divisions) in their ability to discharge their duties, they shall, without breaching any existing confidentiality considerations and/or obligations, disclose details of such time constraints to the Chair of the SCEC and PAC CEO in the form of the attached Disclosure Sheet.
- 2.2 Each Senior Arbiter and Arbiter confirms that they understand that the Chair of the SCEC and PAC CEO will take into account any failure by such Senior Arbiter or Arbiter to discharge their duties to ensure the fair, expeditious, economical and final determination of the dispute when fixing the quantum of fees payable to such Senior Arbiter or Arbiter.

3 Disclosure and disqualification

- 3.1 A Senior Arbiter or Arbiter shall disclose all facts or circumstances that may give rise to justifiable doubts as to their impartiality or independence. Such duty is to continue throughout the arbitral proceedings with regard to new facts and circumstances.
- (a) It is not necessary to disclose names of clients or other specific details.
- (b) It is not necessary to disclose facts that have already been and remain publicly disclosed.
- 3.2 A Senior Arbiter or Arbiter shall disclose to the Chair of the SCEC or their delegate (such as the PAC CEO or PAC Administrator) and any party who approaches them for a possible appointment:
- (a) Any past or present close personal relationship or business relationship, whether direct or indirect, with any party to the dispute, or any representative of a party, or any person known to be a potentially important witness in the arbitration or mediation, as applicable;
- (b) The extent of any prior knowledge they may have of the dispute.
- 3.3 Without limiting any other rule in this Code of Ethics, a Senior Arbiter or Arbiter must not be appointed, and must not accept or continue with an appointment, to a matter or continue the performance of their duties or responsibilities if a conflict of interest, or a conflict of duty, arises; and the SCEC or its delegate (such as the PAC CEO or PAC Administrator) may remove the Senior Arbiter or Arbiter from the conduct of any matter where such a conflict arises and appoint another Senior Arbiter or Arbiter to continue that matter.

4 Qualifications

- 4.1 Essential personal qualifications of a Senior Arbiter or Arbiter include honesty, integrity, impartiality and general competence. A Senior Arbiter or Arbiter must demonstrate ability to exercise these personal qualities faithfully and with good judgment, both in procedural matters and in substantive decisions.
- 4.2 A Senior Arbiter or Arbiter whose charge includes ruling on the merits, must be as ready to rule for one party as for the other on each issue, either in a single case or in a group of cases. Compromise by a Senior Arbiter or Arbiter for the sake of attempting to achieve personal acceptability is unprofessional.



- 4.3 When a case requires specialized knowledge beyond the competence and experience of a Senior Arbiter or Arbiter, such Senior Arbiter or Arbiter must decline appointment, withdraw, or request technical assistance from the PAC CEO or PAC Administrator, which may include the retention of special masters or subject matter experts at the expense of the parties.

5 Bias

- 5.1 The criteria for assessing questions relating to bias are impartiality and independence. Partiality arises when a Senior Arbiter or Arbiter favors or may be perceived to favor one of the parties. Dependence arises from relationships between a Senior Arbiter or Arbiter and one of the parties, or with someone closely connected with one of the parties.
- 5.2 Any close personal relationship or current direct or indirect business relationship between a Senior Arbiter or Arbiter and a party, or any representative of a party, or with a person who is known to be a potentially important witness, will normally give rise to justifiable doubts as to the independence of a Senior Arbiter or Arbiter. Past business relationships will only give rise to justifiable doubts if they are of such magnitude or nature as to be likely to affect the judgment of a Senior Arbiter or Arbiter. They should decline to accept an appointment in such circumstances unless the parties agree in writing that they may proceed after disclosure as required by this Code of Ethics.

6 Communications

- 6.1 Before accepting an appointment, a Senior Arbiter or Arbiter may only enquire as to the general nature of the dispute, the names of the parties and the expected time period required for the arbitration or mediation, as applicable, and refer to any public documents filed by the parties with the PAC.
- 6.2 Save as may be permitted under the applicable arbitration or mediation, as applicable, rules, no Senior Arbiter or Arbiter shall confer with any of the parties or their counsel until after the Chair of the SCEC or their delegate (such as the PAC CEO or PAC Administrator) gives notice of the formation of the Tribunal to the parties.
- 6.3 Throughout the arbitral proceedings, a Senior Arbiter or Arbiter shall avoid any unilateral communications regarding the case with any party, or its representatives.

7 Fees

- 7.1 In accepting an appointment, a Senior Arbiter or Arbiter agrees to the remuneration as settled and publicly posted by the SCEC, or its delegate (such as the PAC CEO or PAC Administrator), and they shall make no unilateral arrangements with any of the parties or their counsel for any additional fees or expenses or receive or agree to receive (by themselves or by any other person) any benefit, except with the prior written agreement of the Chair of the SCEC or their delegate (such as the PAC CEO or PAC Administrator).

8 Conduct

- 8.1 Once the arbitration or mediation, as applicable, proceedings commence, the Senior Arbiter or Arbiter shall acquaint themselves with all the facts and arguments presented and all discussions relative to the proceedings so that they may properly understand the dispute.



9 Confidentiality

- 9.1 Public precedential cases and proceedings under the Próspera Arbitration Statute, §§2-1-37-1-0-0-1, et seq., as amended from time to time, are handled by Senior Arbiters or Arbiters as an institutional function of the PAC and must be conducted with the degree of transparency required by Próspera ZEDE law. However, any case or proceeding that is not required by Próspera ZEDE law to be public and precedential, and for which the parties have paid any applicable privacy surcharge or fee, shall remain confidential as provided by the Próspera Arbitration Statute or as otherwise provided by the agreement of the parties. A Senior Arbiter or Arbiter is in a relationship of trust to the parties and should not, at any time, use confidential information acquired during the course of the proceedings to gain personal advantage or advantage for others, or to affect adversely the interest of another.
- 9.2 This Code of Ethics is not intended to provide grounds for the setting aside of any award.



Disclosure Sheet (example)

Disclosure pursuant to paragraph 2.1 of the Code of Ethics

Disclosure pursuant to paragraph 3 of the Code of Ethics

