

LEGAL STABILITY DISCLOSURE AND DISCLAIMER

Last updated: September 29, 2026 (supersedes the version dated July 4, 2025)

PLEASE READ THIS DISCLOSURE AND DISCLAIMER CAREFULLY. PART ONE IS A DISCLOSURE. PART TWO CONTAINS AN ASSUMPTION OF RISK, A RELEASE OF KNOWN AND UNKNOWN CLAIMS, AN INDEMNITY, LIMITATIONS OF LIABILITY, A CHOICE OF LAW, AND AN ARBITRATION AGREEMENT WITH A WAIVER OF CLASS PROCEEDINGS.

BY ACCESSING, USING, OR RELYING UPON ANY SERVICES, INFORMATION, OR MATERIALS PROVIDED BY OR THROUGH ANY MEMBER OF THE DISCLAIMER GROUP, YOU EXPRESSLY AGREE TO THE FOLLOWING TERMS. IF YOU DO NOT AGREE, DO NOT ACCESS, USE, OR RELY UPON THEM.

PART ONE — DISCLOSURE

1. The Repeal Decrees and the Constitutional Ruling

In 2022, the National Congress of Honduras adopted Decrees Nos. 32-2022 and 33-2022 (the “Repeal Decrees”), which sought to repeal, respectively, the ZEDE constitutional amendments and the ZEDE Organic Law enacted in 2013. On September 20, 2024, the Supreme Court of Justice of Honduras issued a ruling in case RI-CSJ-0738-2021 (the “Constitutional Ruling”), published in La Gaceta No. 36,698 on November 25, 2024, declaring the ZEDE constitutional reforms and related legislation unconstitutional and characterizing that invalidity as *ex tunc* (from their origin). The effect of that characterization on persons and on executed legal situations is disputed (see Section 5).

2. The PGR Complaint

On September 21, 2026, the Procuraduría General de la República (Office of the Attorney General of the Republic) of Honduras (the “PGR”) publicly announced that it had filed a criminal complaint (*denuncia penal*) before the Fiscal General of the Ministerio Público (Public Ministry) against the Technical Secretary and the Fiscal Civil of Próspera ZEDE. In this document, “PGR Complaint” means that complaint, together with any amendment, expansion, or related complaint, investigation, or proceeding.

As publicly announced, the PGR Complaint alleges *traición a la patria* (treason) and *usurpación de funciones públicas* (usurpation of public functions), on the PGR’s premise that the Constitutional Ruling deprives every appointment made by the Committee for the Adoption of Best Practices (Comité para la Adopción de Mejores Prácticas, “CAMP”), and every act derived from such an appointment, of legal validity. According to the PGR, the complaint concerns the continued exercise of functions associated with Próspera ZEDE and the swearing-in of the Fiscal Civil on September 15, 2026 to an office the PGR describes as having jurisdictional, tax-collection, and public-order functions. The PGR asked the Ministerio Público to open a criminal investigation, preserve evidence, gather documentation and reports from State institutions and entities linked to Próspera ZEDE, and take declarations, and reserved its right to appear as accuser. The Procurador General has also publicly stated the PGR’s view that the ZEDEs should no longer continue to function.

Every person named in or affected by the PGR Complaint is presumed innocent until declared responsible by competent authority (Constitution of the Republic of Honduras, Article 89). Nothing in this document is an admission by any person of any fact alleged in the PGR Complaint (see Section 24).

3. The Risks

The Repeal Decrees, the Constitutional Ruling, the PGR Complaint, and the conduct of public officials acting upon them have created significant legal uncertainty and have increased the risks affecting the stability of residences, registries, legal entities, business operations, regulatory and tax authority, contracts, and property ownership within Próspera ZEDE. These risks (collectively, the “Risks”) include, but are not limited to:

- (a) adverse judicial, administrative, or arbitral determinations;
- (b) expropriation, or other measures affecting property, contracts, or vested rights;
- (c) criminal investigation or prosecution, including under the PGR Complaint;
- (d) extension of the PGR Complaint, or the filing of new complaints, against additional current or former officials, personnel, contractors, arbitrators, registered agents, or service providers, or against residents, investors, or other persons who hold, exercise, or rely upon appointments, titles, registrations, licenses, or authorizations issued within Próspera ZEDE;
- (e) precautionary or coercive measures (medidas cautelares), including restrictions on the liberty or travel of individuals, searches, seizures of records or equipment, and freezes of accounts or assets;
- (f) requests, orders, or other process seeking documents and information from members of the Disclaimer Group, including information that concerns you (see Section 6);
- (g) challenges to the validity or effect of appointments and of acts derived from them, including rules, registrations, entity formations, property records, permits, licenses, tax determinations, residency, legal stability agreements, and decisions of dispute-resolution bodies;
- (h) refusal by public authorities, courts, financial institutions, payment providers, counterparties, or foreign authorities to recognize or give effect to such acts, and the termination or restriction of banking, payment, or other commercial relationships;
- (i) interruption, suspension, or degradation of public services, registries, or other services;
- (j) political instability, property disputes, and reputational harm; and
- (k) claims of treaty violations, and the cost, delay, and uncertainty of domestic and international proceedings.

The Risks may persist for an extended or indefinite period. They may affect you directly, including as a resident, e-resident, investor, business owner, employee, contractor, or service provider. No member of the Disclaimer Group represents you, gives you legal advice, or undertakes to defend, indemnify, or reimburse you in connection with any Risk, including the PGR Complaint. You should obtain independent legal advice about your own position.

4. The Disclaimer Group

This document is made by each of the following (each, a “member,” and collectively, the “Disclaimer Group”): Honduras Próspera Inc., a Delaware corporation (USA); St. John’s Bay Development Company LLC (USA); Próspera Foundation, S.A., a Honduran corporation; North Bay GSP, Inc., a Próspera ZEDE for-profit corporation (HN); the Roatán Financial Services Authority (a division of North Bay GSP, Inc.); Próspera Arbitration Center LLC, a Texas limited liability company (USA); NeWay Capital LLC, a Wyoming limited liability company (USA); Próspera ZEDE (formerly known as ZEDE of North Bay), a Zone for Employment and Economic Development and juridical person of public law established under Articles 294, 303, and 329 of the Constitution of the Republic of Honduras and the ZEDE Organic Law; Próspera Trust (formerly known as the ZEDE of North Bay Trust), a Próspera ZEDE statutory trust for financial transactions; Motus LLC, a Próspera ZEDE limited liability company; Motus Wyoming LLC, a Wyoming limited liability company (USA); Próspera Insurance Association LLC, a Próspera ZEDE limited liability company (HN); Próspera Insurance Company LLC, a Próspera ZEDE limited liability company (HN); Dionysius LLC, a Próspera ZEDE limited liability company; REZ Property Management LLC, a Wyoming limited liability company (USA); Inversiones SJ, S.A. de C.V., a Honduran corporation; Pristine Management, S.A. de C.V., a Honduran corporation; Pristine Services LLC, a Próspera ZEDE limited liability company (HN); Pristine Services S.A. de C.V., a Honduran corporation; SJBEC LLC, a Próspera ZEDE limited liability company (HN); and all affiliates, management, directors, personnel, and officials of the foregoing entities.

Each member makes the statements in this document severally, for itself alone, and not jointly with or on behalf of any other member. Members are grouped here for convenience of disclosure. Several members are affiliates of one another. In particular, Honduras Próspera Inc. and North Bay GSP, Inc. (including its division, the Roatán Financial Services Authority) may be under common ownership or control; and Honduras Próspera Inc., as promoter and organizer of Próspera ZEDE, holds rights of participation in the governance of Próspera ZEDE that include the power to veto certain actions. Similar interrelations may exist among other affiliates. Those rights arise under the Charter of Próspera ZEDE, originally approved by the Technical Secretary and the Committee for the Adoption of Best Practices on August 23, 2018, and under the ZEDE Organic Law. Each member maintains that these relationships are lawful and do not alter the character of Próspera ZEDE as a juridical person of public law. Public authorities may nonetheless characterize them adversely.

5. Position of the Members of the Disclaimer Group

The following statements are of legal position that members assert in good faith and may assert in pending or future proceedings. They are not representations, warranties, predictions, or guarantees of any outcome, and courts, tribunals, and authorities may reject them. You may not rely on them in deciding whether to accept this document or to use any service (see Section 10). This information is furnished solely as a disclosure.

Each member respects the Constitutional Ruling and reads it as written, in harmony with the Constitution and the Law on Constitutional Justice rather than in place of them. So read, neither the Repeal Decrees nor the Constitutional Ruling can lawfully be applied to extinguish Próspera ZEDE, to unwind the appointment of its authorities, or to defeat rights acquired under its legal framework. The PGR Complaint asks the Ministerio Público to execute a mandate the Constitutional Ruling does not contain and to disregard Article 94 of the Law on Constitutional

Justice and the treaty guarantees of the Republic, neither of which the ruling displaces; its premise is mistaken. Each member maintains this position on the following grounds, each independent of the others:

(a) **The Constitutional Ruling contains no mandate against any person.** On the day of the vote, the Court’s spokesman stated publicly that the Court would need to publish an explanatory addendum (apartado explicativo) on how the ruling would operate for the ZEDEs and investments already established in Honduras; none has been published. The operative part of the Constitutional Ruling names no ZEDE, investor, resident, worker, or authority; sets no calendar for unwinding anything; annuls no identified contract, title, permit, or registration; and terminates no treaty. Under the heading “Y MANDA,” it orders only four clerical steps (notification and certification, publication in La Gaceta, publication of a 2011 ruling, and archiving of the file), none addressed to anyone outside the Court’s own secretariat. A judgment of unconstitutionality operates on the challenged norm: it derogates the norm with immediate and general effect (Constitution, Article 316; Law on Constitutional Justice, Article 94, first paragraph), and its effect on persons who organized their affairs in good faith while the norm stood is governed by grounds (b) and (c). The ruling’s characterization of the invalidity of the challenged norms as *ex tunc* therefore speaks to the norm; it is not an order to give, to do, or to refrain from doing anything, addressed to any person.

(b) **Non-retroactivity.** Under the second paragraph of Article 94 of the Law on Constitutional Justice, the judgment “will not affect legal situations that have already been definitively resolved and executed.” The Constitutional Ruling does not mention Article 94. The appointment of the members of the Committee for the Adoption of Best Practices (CAMP) by Executive Agreement No. 003-2014 and its ratification by Legislative Decree No. 368-2013, the creation of Próspera ZEDE, the appointment of its authorities, and the legal stability agreements executed under its legal framework are such situations.

(c) **Acquired rights.** The principle of non-retroactivity of laws (Article 96 of the Constitution) protects rights acquired under previously valid legal frameworks. The dispositive part of the Constitutional Ruling itself declares protected the investment and property acquired in good faith under the prior legal order and declares that their holders have at their disposal the ordinary civil, commercial, fiscal, and administrative legislation and procedures so that they may continue operating in Honduras; none of the procedures it names is criminal. A court that believed its temporal characterization of the norms had already extinguished those rights would have had nothing left to protect. The characterization speaks to the norm; Article 94 and the dispositive protection speak to persons.

(d) **The Republic’s treaty obligations.** Treaties in force form part of domestic law and prevail over conflicting law (Constitution, Articles 16 and 18), and Honduras must perform them in good faith and may not invoke its internal law to justify non-performance (Vienna Convention on the Law of Treaties, Articles 26 and 27). By Article 16.4 of the investment agreement between the State of Kuwait and the Republic of Honduras, approved by Decree No. 367-2013, the Republic declared that, for investments made under the ZEDE regime or located in an area designated as a ZEDE, Articles 294, 303, and 329 of the Constitution, the ZEDE Organic Law, and all rights, conditions, procedures, and protections, explicit or implicit, included in them shall remain as a guarantee to Kuwaiti investments and investors for not less than fifty (50) years. Each member maintains that this guarantee is extended to

covered investors by the most-favored-nation clause of Article 10.4 of CAFTA-DR and to all persons operating within the ZEDE by Article 32 of the ZEDE Organic Law, and that Article 10.5 of CAFTA-DR further requires treatment of covered investments in accordance with customary international law, including fair and equitable treatment. This is not only the members' reading; it was the State's own. In Section 11.02(2) of the Charter of Próspera, as amended and approved by the Committee for the Adoption of Best Practices (CAMP) on September 12, 2019, CAMP reaffirmed that the Promoter and Organizer, Landowners, and Residents are entitled to the protections of CAFTA-DR and of the Kuwait agreement, including any waiver of immunity by the Republic, express or implied, contained in them. CAMP is an organ created by Article 11 of the ZEDE Organic Law, whose members were appointed by the President of the Republic by Executive Agreement No. 003-2014 and ratified by the National Congress by Legislative Decree No. 368-2013. The operative part of the Constitutional Ruling does not mention these treaties, and discussion in a judgment's reasoning is not a holding; the only international provisions it declares expelled are those whose purpose was to create the ZEDEs, and no treaty had that purpose. A constitutional court that has not terminated a treaty has not terminated it; termination remains an act of the elected branches under the treaty's own terms and the Constitution, not of a court.

(e) **The constitutional repeal never entered into force.** The attempted constitutional repeal in Decree 32-2022 was not ratified by the subsequent ordinary legislature, as Article 373 of the Constitution requires.

(f) **The ruling is unintelligible as to the targeted class.** The Constitutional Ruling rejects acquired rights on the ground that “ninguna sociedad mercantil, ni empresa, alcanzó el status de ZEDE” (no commercial company or enterprise attained ZEDE status). Under the framework the ruling reviewed, no company becomes a ZEDE: a ZEDE is a juridical person of public law created by the State, and companies are its promoters, investors, and residents. Applied to Próspera ZEDE or its authorities, the ruling's reference to denying the acquired rights of companies that intended to become ZEDEs designates no one, and language that designates no one cannot be executed as an order.

(g) **Due process and res judicata.** The constitutional action was brought by the National Autonomous University of Honduras against a single article of the ZEDE Organic Law; the Court extended it of its own motion to the ZEDE framework as a whole; and neither Próspera ZEDE nor its authorities, promoter, investors, or residents were parties to the proceeding. Ruling language purporting to bind private parties who were not represented in the constitutional proceedings cannot be enforced against them, and principles of res judicata, together with the absence of any remedial or executory provision directed to them, preclude treating the ruling as a mandate against them.

(h) **The remedy, if any, belongs to the elected branches.** A court of concentrated constitutional review decides the validity of the norm; it is not the administrator of the consequences of its declaration, and the modulation of effects, exhortative and deferred declarations, and declarations of incompatibility used in comparable systems reflect the same allocation. Where the legal order gives the court no operational mandate (a named addressee, a timeline, a mechanism, a compensation rule, or a treaty-denunciation procedure), the court that has decided validity has completed its work and has deferred the consequences for executed private situations and treaty-stabilized investments to the National Congress and the Executive. Any measure that would carry the Constitutional Ruling beyond the norm,

whether to cancel an executed agreement, to unwind an appointment, or to seize a vested right, must be an act of the elected branches that satisfies Articles 94, 96, 103, 105, and 106 of the Constitution and the treaties of the Republic on its own terms; it cannot be presented as the execution of a judicial mandate that the Constitutional Ruling does not contain.

(i) **Good faith and the right of defense.** The officials of Próspera ZEDE hold offices that the Republic of Honduras created, conferred, and guaranteed, in an institution that the ZEDE Organic Law declares to be an inalienable part of the State (Article 1), and they discharge those offices in good faith. To perform a guarantee that the Republic authorized is not to usurp the Republic's authority, but to keep the Republic's word. The right of defense is inviolable (Constitution, Article 82); no person may be judged except by a competent tribunal with the formalities, rights, and guarantees the law establishes (Article 90); every person is presumed innocent until declared responsible by competent authority (Article 89); and the law has no retroactive effect save in criminal matters when it favors the accused (Article 96). Articles 8 and 9 of the American Convention on Human Rights and Articles 14 and 15 of the International Covenant on Civil and Political Rights secure the same guarantees, including the right to counsel of one's own choosing.

6. Proceedings, Risk Mitigation, Records, and Services

Proceedings. Various Honduran public officials and agencies have attempted to act as if the Repeal Decrees and the Constitutional Ruling fully apply to Próspera ZEDE. Certain members have characterized such conduct as illegal and expropriative and have filed a Request for Arbitration with the International Centre for Settlement of Investment Disputes ("ICSID"), among other legal remedies.

Continued operation. Each member intends, in good faith and in accordance with the law it believes applicable, to continue to pursue the core vision of its respective authorities or business model as originally guaranteed under the ZEDE constitutional amendments and organic law. Each member reserves the right to adopt risk-mitigation measures in its reasonable judgment. Those measures are adopted for the member's own benefit. No person is an intended third-party beneficiary of them, and no person may compel their adoption, continuation, or success.

Records and information requests. Members may receive requests, orders, summonses, warrants, or other process from Honduran or other authorities seeking documents or information, which may include information you provided or that concerns you. Each member will respond as it determines in good faith that applicable law requires or permits, and may contest any request it considers unlawful or overbroad. Each member preserves records as applicable law requires, and nothing in this document authorizes or contemplates the destruction, concealment, or alteration of any record. No member can guarantee the confidentiality of information it holds against compulsory process or coercive measures, including searches and seizures.

Services. Próspera ZEDE will continue to discharge its duty under Article 10 of the ZEDE Organic Law to guarantee public services. Measures taken by third parties, including measures taken in connection with the PGR Complaint, may nonetheless interrupt services, and no member guarantees that any service will be available without interruption.

7. No Guarantee

There is no guarantee that any countermeasure, proceeding, or defense will successfully preserve the authorities, rights, and privileges to which the members of the Disclaimer Group are entitled,

including the legal stability of Próspera ZEDE, or effectively mitigate the Risks. Accordingly, any continued reliance upon the legal stability, continued existence, and authority of Próspera ZEDE as contemplated in the ZEDE constitutional amendments and organic law entails the knowing and voluntary assumption of all risks of loss associated with the current legal situation.

PART TWO — AGREEMENT

8. Acceptance; Parties; Electronic Form

(a) **How you accept.** You accept Part Two by (i) clicking “I Agree,” checking an acceptance box, or using a similar affirmative control where this document is presented to you; (ii) signing or otherwise expressly accepting any agreement that incorporates this document; or (iii) where applicable law permits, accessing, using, or relying upon any website, platform, application, service, information, or materials provided by or through any member after this document has been conspicuously made available to you, including by continuing to do so after a revised version is published.

(b) **Parties.** Part Two is an agreement between you and the member that operates the website, platform, application, or service through which you accept it, or that provides the service you use (the “Operator”). The Operator contracts for itself and, by stipulation for the benefit of third parties, for each other member (Section 15).

(c) **Capacity and authority.** You represent that you are of legal age and have legal capacity to contract. If you accept on behalf of an entity, you represent that you are authorized to bind it, and “you” includes that entity.

(d) **Consideration.** You accept Part Two in exchange for access to the services, information, and materials of the members of the Disclaimer Group.

(e) **Electronic form.** Your electronic acceptance has the same legal effect as a handwritten signature. The Operator’s electronic records of your acceptance, including the date, time, and version accepted, are admissible evidence of it.

9. Assumption of Risk

YOU ACKNOWLEDGE THAT YOU HAVE BEEN FULLY INFORMED OF THE RISKS, INCLUDING THE PGR COMPLAINT, AND OF THE LEGAL UNCERTAINTIES DESCRIBED IN PART ONE. YOU VOLUNTARILY AND KNOWINGLY ASSUME ALL RISKS OF LOSS, DAMAGE, OR INJURY (WHETHER FINANCIAL, LEGAL, PHYSICAL, OR OTHERWISE) THAT MAY ARISE FROM OR RELATE TO THE CURRENT LEGAL SITUATION AFFECTING PRÓSPERA ZEDE, INCLUDING THE REPEAL DECREES, THE CONSTITUTIONAL RULING, AND THE PGR COMPLAINT.

10. Non-Reliance

YOU ACKNOWLEDGE THAT NO MEMBER, AND NO PERSON ACTING FOR ANY MEMBER, HAS MADE ANY REPRESENTATION, WARRANTY, PROMISE, OR PREDICTION REGARDING THE LEGAL STABILITY, CONTINUED EXISTENCE, OR AUTHORITY OF PRÓSPERA ZEDE, THE OUTCOME OF ANY PROCEEDING, OR THE EFFECT OF ANY RISK ON YOU, EXCEPT AS EXPRESSLY STATED IN A

WRITTEN AGREEMENT SIGNED BY THAT MEMBER. YOU ARE NOT RELYING, AND HAVE NOT RELIED, ON ANY SUCH STATEMENT, INCLUDING THE STATEMENTS OF LEGAL POSITION IN SECTION 5, IN DECIDING TO ACCEPT PART TWO OR TO USE ANY SERVICE. YOU HAVE MADE YOUR OWN DECISION ON THE BASIS OF YOUR OWN INVESTIGATION AND ANY INDEPENDENT ADVICE YOU CHOSE TO OBTAIN.

11. Release and Waiver

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND SUBJECT TO SECTIONS 16 AND 17, YOU RELEASE, DISCHARGE, AND FOREVER HOLD HARMLESS EACH MEMBER OF THE DISCLAIMER GROUP FROM ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, COSTS, EXPENSES, AND LIABILITIES OF ANY KIND, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, WHETHER ARISING BEFORE OR AFTER YOUR ACCEPTANCE, THAT ARISE FROM OR RELATE TO:

- (i) the legal uncertainties described in Part One;**
- (ii) the Repeal Decrees (Nos. 32-2022 and 33-2022);**
- (iii) the Constitutional Ruling (RI-CSJ-0738-2021);**
- (iv) the PGR Complaint;**
- (v) any other governmental action or omission affecting Próspera ZEDE;**
- (vi) any change in the legal status or recognition of Próspera ZEDE, or of any act derived from its authorities;**
- (vii) any response a member makes in good faith to any request, order, or process described in Section 6; and**
- (viii) any risk-mitigation measure that a member adopts in good faith, or declines to adopt.**

(b) UNKNOWN CLAIMS. YOU UNDERSTAND THAT YOU MAY LATER DISCOVER FACTS DIFFERENT FROM THOSE YOU NOW KNOW OR BELIEVE, AND YOU INTEND THIS RELEASE TO APPLY TO CLAIMS BASED ON THEM. YOU EXPRESSLY WAIVE THE BENEFIT OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.” YOU ALSO WAIVE THE BENEFIT OF ANY COMPARABLE LAW OF ANY JURISDICTION.

(c) COVENANT NOT TO SUE. YOU WILL NOT COMMENCE ANY CIVIL, ADMINISTRATIVE, OR ARBITRAL PROCEEDING AGAINST A MEMBER ON A CLAIM RELEASED BY THIS SECTION 11.

12. Indemnification

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS EACH MEMBER FROM AND AGAINST ALL THIRD-PARTY CIVIL CLAIMS, AND ALL RESULTING LIABILITIES, DAMAGES, LOSSES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), TO THE EXTENT ARISING FROM (a) YOUR BREACH OF PART TWO; (b) YOUR VIOLATION OF ANY LAW OR OF ANY RIGHT OF A THIRD PARTY; OR (c) YOUR ACTIVITIES, PROPERTY, OR BUSINESS WITHIN OR ASSOCIATED WITH PRÓSPERA ZEDE, INCLUDING CLAIMS ASSERTED AGAINST A MEMBER BY REASON OF THOSE ACTIVITIES. THIS SECTION DOES NOT APPLY TO THE EXTENT A CLAIM RESULTS FROM THE FRAUD (DOLO), GROSS NEGLIGENCE (CULPA GRAVE), OR WILLFUL MISCONDUCT OF THE MEMBER SEEKING INDEMNITY.

13. Limitation of Liability

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO MEMBER SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, OR USE, ARISING FROM OR RELATING TO THE MATTERS DESCRIBED IN THIS DOCUMENT, EVEN IF ADVISED OF THEIR POSSIBILITY.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF ALL MEMBERS FOR ALL CLAIMS ARISING FROM OR RELATING TO THE MATTERS DESCRIBED IN THIS DOCUMENT SHALL NOT EXCEED ONE HUNDRED UNITED STATES DOLLARS (US\$100). THIS LIMIT DOES NOT APPLY TO ANY OBLIGATION TO RETURN FUNDS OR PROPERTY HELD FOR YOU (SECTION 14(c)).

(c) THESE LIMITATIONS APPLY WHATEVER THE LEGAL THEORY (CONTRACT, TORT, STATUTE, OR OTHERWISE) AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14. Excused Performance

(a) You and the Operator agree that each of the following is an event beyond the reasonable control of the members, whether or not it was foreseeable, and whether or not it was foreseen when you accepted Part Two: the Repeal Decrees; the Constitutional Ruling; the PGR Complaint; any action or omission of any governmental authority based on any of them; and any other Risk (each, a “Legal Stability Event”).

(b) A Legal Stability Event excuses the performance of any obligation of any member that is premised on the legal stability of Próspera ZEDE, to the extent and for so long as the event prevents, hinders, or renders commercially impracticable that performance. A Legal Stability Event constitutes caso fortuito o fuerza mayor for purposes of any applicable civil law.

(c) This Section does not excuse any member from returning funds or property it holds for you, except to the extent and for so long as a Legal Stability Event itself prevents the return (for example, through a freeze or seizure).

(d) This Section supplements, and does not displace, the doctrines of force majeure, impossibility, impracticability, frustration of purpose, and caso fortuito o fuerza mayor. The disclosure of the Risks does not prevent any member from relying on those doctrines.

15. Third-Party Beneficiaries

Each member other than the Operator, and each current and former director, officer, official, manager, employee, and agent of any member, is an intended third-party beneficiary of Sections 9 through 14, Section 16, and Sections 18 through 24, and may enforce them directly. For purposes of civil law, those Sections constitute a stipulation for the benefit of third parties (estipulación a favor de tercero), which each member accepts by publishing this document. Except as stated in this Section, this document creates no rights in favor of any third party.

16. Legal Stability Agreements; Incorporated Instruments; Independent Effect; Precedence

(a) **Legal stability agreements and claims against the State are preserved.** Nothing in this document amends, waives, releases, or limits (i) any legal stability agreement, or any right or obligation under one, or (ii) any right, claim, or remedy that you or any member has against the Republic of Honduras or any of its organs, agencies, or officials (other than the members of the Disclaimer Group), including under any treaty. This document allocates risk only between you and the members of the Disclaimer Group.

(b) **Incorporated Instruments.** The liability limitations established by the Próspera Liability Shield Resolution, §5-1-183-0-0-0-1, et seq., the approved (e)Resident Agreements of Coexistence (most recently revised by Resolution §5-1-237-0-0-0-1), and the Próspera Amended and Restated Charter, §1-1-36-0-0-0-1.01, et seq. (all available at <https://pzgps.hn/all-publications/>) (the “Incorporated Instruments”), are incorporated herein by reference and shall apply in addition to the limitations set forth in this document.

(c) **Independent effect.** Part Two has effect independently of the Incorporated Instruments and of the law of Próspera ZEDE. If any court, tribunal, or authority declines to give effect to an Incorporated Instrument or to the law of Próspera ZEDE, Part Two remains in full force. Giving Part Two independent effect is not a concession that any Incorporated Instrument or the law of Próspera ZEDE is invalid or inapplicable.

(d) **Precedence.** A legal stability agreement to which you are a party prevails over this document. As to any other written agreement between you and a member, the provision that more fully protects the member governs matters of assumption of risk, release, indemnity, and limitation of liability, and Section 19(a) governs dispute resolution.

17. Non-Waivable Rights

Every provision of this document applies only to the maximum extent permitted by applicable law; it does not reach non-waivable rights.

18. Governing Law

(a) Except as provided in Section 18(b), Part Two, and any non-contractual obligation arising from or in connection with it, is governed by the laws of the State of Texas, United States of America, without regard to conflict-of-laws rules that would require the application of another law.

(b) As between you and Próspera ZEDE (including its officials acting in their official capacity), Part Two is governed by the law of Próspera ZEDE; and where a court or tribunal declines to apply that law, by the law that the court or tribunal determines to be applicable, which shall be applied so as to give Part Two the greatest effect it permits.

(c) This choice of law is made for certainty of enforcement across jurisdictions. It is not a concession that the law of Próspera ZEDE is invalid or inapplicable to any matter.

19. Dispute Resolution

(a) **Existing dispute clauses.** If you are party to a written agreement with a member that contains an arbitration or forum-selection clause, that clause governs every dispute between you and that member arising from or relating to this document, and nothing in this document amends or supersedes it.

(b) **Próspera ZEDE.** Subject to Section 19(a), disputes between you and Próspera ZEDE (including its officials acting in their official capacity) are resolved under the dispute-resolution mechanisms established under the Rules of Próspera ZEDE.

(c) **Arbitration.** Every other dispute arising from or relating to this document, including its existence, validity, scope, or termination, shall be finally resolved by binding arbitration administered by JAMS before a sole arbitrator, under the JAMS Comprehensive Arbitration Rules & Procedures or, if any party is domiciled outside the United States, the JAMS International Arbitration Rules & Procedures, in each case as in effect when the demand for arbitration is filed. Where the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses applies, its Minimum Standards of Procedural Fairness govern, and fees are allocated as they require. The arbitrator may award any relief that a court could award under the law governing the dispute and the terms of this document. If a remedy that would be available to you in court is unavailable in the arbitration, you may pursue that remedy in court. If JAMS declines or is unable to administer the arbitration, it shall be administered by the American Arbitration Association under its applicable rules, with the same seat.

(d) **Seat; hearings; language.** The seat of arbitration shall be Austin, Houston, or Dallas, Texas, as designated by the party that first files a demand for arbitration in the dispute, and that seat governs every related dispute. Hearings may be conducted by videoconference, and any in-person hearing in an arbitration with a consumer will be held at a location reasonably convenient to the consumer. The language of the arbitration is English; any party may present documents and testimony in Spanish, accompanied by an English translation. The Federal Arbitration Act governs this Section 19, and any award may be enforced under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 1958).

(e) **INDIVIDUAL CLAIMS ONLY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU MAY BRING CLAIMS ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING.**

(f) **Fallback forum.** If Section 19(c) is unenforceable against you under applicable law, disputes within its scope shall be resolved by the state or federal courts located in Travis County, Harris County, or Dallas County, Texas, as selected by the party that first files, to whose jurisdiction you submit, unless applicable law entitles you to a different forum.

20. Severability and Reformation

If any provision of this document is held invalid or unenforceable in any jurisdiction or as to any member, that provision shall be reformed to the minimum extent necessary to make it enforceable, and its invalidity shall not affect the remaining provisions, or the same provision in any other jurisdiction or as to any other member. Each item listed in Section 11(a) is a separate release.

21. Changes

(a) The Operator may revise this document by publishing a new version with a new “Last updated” date. A revised Part One takes effect when published.

(b) A revised Part Two binds you when you accept it under Section 8. Until then, the version you last accepted continues to govern you, and it continues to govern matters that arose while it was in effect.

22. Language

This document is published in English and Spanish, and both versions are authentic. If the versions differ, the English version prevails, except where applicable law requires the Spanish version to prevail against you.

23. General

Sections 9 through 25 survive the end of your use of any service and are binding upon you, your heirs, successors, assigns, and legal representatives. The Operator may assign its rights under Part Two. No failure or delay in exercising a right waives it. Headings are for convenience only.

24. Non-Admission; Reservation of Rights

Nothing in this document is an admission by any member, or by any current or former official or personnel of any member, of any fact, liability, or allegation, including any fact alleged in the PGR Complaint, or a waiver of any right, privilege (including the attorney-client privilege and work-product protection), immunity, defense, or claim in any forum, including before ICSID. The Risks describe possibilities that third parties may assert or bring about; their disclosure is not an acknowledgment that any such assertion is well founded.

25. Legal Counsel Advisory

Independent legal counsel should be consulted regarding the implications of this disclosure and disclaimer. You acknowledge that you have had the opportunity to consult with independent legal counsel regarding these terms. This disclosure does not constitute legal advice and is provided solely for informational purposes to ensure transparency regarding the current legal situation affecting Próspera ZEDE.

26. Access Restrictions

This disclosure is provided to users who have warranted that they are not subject to the European Union’s General Data Protection Regulation (GDPR) or any data protection or privacy regulations that are equally or more burdensome than the GDPR, as set forth in the Próspera Terms of Service and Privacy Policy.

27. Important Notice Regarding Regulatory Elections

Próspera Trust and its Trustee, Motus LLC, have made a regulatory election of “Próspera Fintech Regulation A” pursuant to the Próspera Industrial Regulation Statute. Motus Wyoming LLC serves as the wholly owned payment agent of Motus LLC and is registered with FinCEN as a Money Services Business. Próspera Insurance Association LLC and Próspera Insurance Company LLC operate as Regulated Industry Persons in the Finance and Insurance Industry under Roatán Common Law Code standards.