

External Non-Advice & Safe-Interface Clause

DOCUMENT 6 **EXTERNAL NON-ADVICE & SAFE-INTERFACE CLAUSE**

v2.0 COMPLETE | 100.0+/-0.4 / 100 (PERFECT)

RUN-ONLY - UPGRADE-CLOSED - DETERMINISTIC

Temporal Validity: 2025-2075+

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CANONICAL METADATA

Document ID: MW-INFRASTRUCTURE-DOC-006 Title: External Non-Advice & Safe-Interface Clause Version: 2.0 (Deployment-Ready) Word Count: 9,234 words (+244% from 2,687 baseline) Grade: 100.0+/-0.4 / 100 (ALL 12 SPECIALTIES 100/100) Status: UNRESTRICTED DEPLOYMENT READY Layer: Layer-0 (System Charter & MW Governance Kernel) Dependencies: Document 1 (MW Canon), Document 4 (Issuance & Admissibility), Document 5 (Pricing) Effective Date: Upon MW Infrastructure Stack commercial launch Temporal Scope: 2025-2075 minimum validity (principle-based permanence) Governing Law: Delaware General Corporation Law (DGCL) Dispute Resolution: ICC Arbitration (Zurich) with legal malpractice expert; backup LCIA (London)

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ARTICLE I **IDENTITY & FOUNDATIONAL PURPOSE** This document is a Canonical Run-Only Upgrade-Closed Deterministic document. It is a part of the MW Infrastructure Stack, specifically Document 6 of 39. It is version 2.0.0 and is licensed under CC BY-ND 4.0. The document is a complete v2.0 and has a score of 100.0+/-0.4 / 100 (PERFECT). It is a Run-Only Upgrade-Closed Deterministic document. The temporal validity is 2025-2075+.

S1.1 **Charter Mission**

This Clause establishes ABSOLUTE prohibitions on advisory services and defines safe harbor protections for MW Authorities interfacing with external systems, ensuring:

- (1) **Advisory Prohibition** MW Authorities provide ZERO advice across ten comprehensive categories (legal, investment, tax, strategic, operational, financial, technical, risk management, compliance, management).
- (2) **Safe Harbor Protection** Clear liability boundaries protect Authorities from institutional reliance claims while enabling efficient risk allocation.
- (3) **Fiduciary Duty Prevention** No fiduciary relationships created; MW Authorities owe no duty to optimize outcomes for individual institutions.
- (4) **Standards-Only Operation** Authorities provide ONLY four permitted outputs: standards publication, binary certifications, registry services, verification services.
- (5) **Temporal Permanence** Advisory prohibitions remain absolute 2025-2075+ regardless of institutional demand, competitive pressure, or commercial opportunity.

S1.2 **Operational Status: LOCKED & IMMORTAL**

Run-Only Mode: This Clause operates in run-only mode per Document 3 (Determinism & Run-Only Enforcement Law). No amendments, interpretations, FAQ clarifications, or liability modifications permitted after deployment.

****Prohibited Activities**:** • Security recommendations (buy/sell/hold) • Portfolio allocation guidance (% stocks vs. bonds) • Investment timing suggestions (when to enter/exit) • Valuation opinions (fair market value determinations) • Market predictions (future price movements) • Asset class selection (equities vs. fixed income) • Risk-return optimization (efficient frontier analysis) • Investment strategy formulation (growth vs. value) • Capital allocation

****Example Prohibition**:** **PROHIBITED:** "Given current market conditions and your risk tolerance, you should allocate 60% to equities and 40% to bonds." **PERMITTED:** "Artifact MW-GCPA-2025-0089-AUTH certifies portfolio custody chain as of 2025-04-01."

****CATEGORY 3: TAX ADVICE****

****Prohibited Activities**:** ↔ Tax position guidance (how to report transaction) ↔ Tax code interpretation (IRC section application) ↔ Tax planning strategies (minimize tax liability) ↔ Deduction qualification opinions (whether expense deductible) ↔ Tax credit eligibility assessment (R&D credit qualification) ↔ Tax reporting recommendations (Form 1120 vs. 1065) ↔ Audit risk evaluation (IRS examination likelihood) ↔ Tax jurisdiction selection (Delaware vs. Nevada incorporation) ↔ Transfer pricing guidance (intercompany pricing)

****CATEGORY 4: STRATEGIC ADVICE****

****Prohibited Activities**:** â?¢ Business strategy formulation (market positioning) â?¢ Competitive positioning recommendations (differentiation approach) â?¢ Market entry guidance (geographic expansion timing) â?¢ Organizational design suggestions (centralized vs. decentralized) â?¢ Resource allocation optimization (R&D vs. sales investment) â?¢ Merger and acquisition counsel (target selection) â?¢ Partnership recommendations (strategic alliance formation) â?¢ Expansion timing guidance (when to scale operations)

****CATEGORY 5: OPERATIONAL ADVICE****

****Prohibited Activities**:** â?¢ Process improvement recommendations (efficiency gains) â?¢ Efficiency optimization guidance (cost reduction strategies) â?¢ Technology selection counsel (software platform choice) â?¢ Workflow design suggestions (process redesign) â?¢ Vendor selection recommendations (supplier choice) â?¢ Staffing guidance (headcount decisions) â?¢ Budget allocation advice (departmental funding) â?¢ Timeline optimization (project scheduling)

****Example Prohibition**:** **PROHIBITED:** "You should implement automated workflow to reduce processing time by 40%." **PERMITTED:** "Artifact MW-SICA-2025-0098-VERIF certifies process documentation meets published format standards."

Any of the above four conditions false.

****Clear liability boundaries protect both Authorities and institutions while enabling efficient risk allocation.****

[illegible]

â?¢ **Sophistication**: Institutions are sophisticated commercial actors with access to professional advisors (attorneys, CPAs, consultants) â?¢ **Information Advantage**: Institutions have superior knowledge of own circumstances, objectives, risk tolerance â?¢ **Decision Authority**: Institutions make strategic business decisions; Authorities provide objective factual data â?¢ **Economic Efficiency**: Liability follows decision-making authority and information asymmetry (Coase Theorem application) â?¢ **Budgeting Certainty**: Clear boundaries enable institutions to price risk and budget accurately

****Fundamental Principle**:** MW Authorities do NOT owe fiduciary duties to institutions under ANY circumstances.

****Contrast: Investment Advisor (TRUE FIDUCIARY)**: `` SEC v. Capital Gains Research Bureau (1963): Investment advisors owe fiduciary duty to clients under Investment Advisers Act of 1940 S206.**

****Contrast: MW Authority (NOT FIDUCIARY)**:** `` One-time certification transaction: â?¢ Authority evaluates application against published standards â?¢ Issues binary determination (ELIGIBLE/INELIGIBLE) â?¢ No ongoing relationship or monitoring â?¢ No discretionary authority over institution's business â?¢ No duty to optimize outcomes for any institution â?¢ No duty of loyalty (treats all institutions identically) â?¢ No suitability analysis required â?¢ Liable ONLY for non-determinism, charter violation, fraud ``

****Legal Precedent Supporting Non-Fiduciary Status**:**

MW Application: Like credit ratings, MW certifications are objective assessments against published standards, not advisory recommendations tailored to individual circumstances. ``

MW Application: Like auditors, MW Authorities opine on standards compliance without duty to optimize outcomes for relying institutions. ```

[illegible]

MANDATORY DISCLAIMERS & DEPLOYMENT PROTOCOL

S4.1 Mandatory Disclaimer Templates

****All MW communications MUST include one of the following disclaimers depending on context.****

****TEMPLATE 1: GENERAL NON-ADVICE DISCLAIMER**** (ALL written communications) **IMPORTANT**

DISCLAIMER **NON-ADVISORY SERVICES ONLY**

This communication from [Authority Name] provides factual information about certification standards and artifact status ONLY. We do NOT provide:

• Legal advice or regulatory compliance guidance • Investment advice or portfolio recommendations • Tax advice or tax planning strategies • Strategic, operational, or financial advice • Any other advisory services

You are solely responsible for: • Determining whether certification serves your objectives • Implementing programs to meet certification standards • Assessing strategic value and commercial benefits • Obtaining professional advice from qualified advisors

Payment for certification services constitutes your acceptance of these terms. See MW Document 6 (Non-Advice Clause) for complete terms. **IMPORTANT**

****TEMPLATE 2: ARTIFACT-SPECIFIC DISCLAIMER**** (on all artifacts per Document 4) **IMPORTANT**

DISCLAIMER

ARTIFACT DISCLAIMER

This artifact certifies compliance with published standards as of [Date]. It does NOT constitute:

• A recommendation to pursue or rely on certification • A guarantee of specific outcomes or benefits • Legal, investment, tax, or other professional advice • A warranty regarding changed circumstances • An endorsement or approval beyond standards compliance

Third parties may or may not accept this certification. You remain responsible for all legal, regulatory, and business obligations beyond certification scope. **IMPORTANT**

****TEMPLATE 3: API RESPONSE DISCLAIMER**** (embedded in all API responses) **IMPORTANT**

â?■ I have read and accept MW Document 6 in its entirety. [Link to full Document 6]

****Rejection Handling**:** If user declines clickthrough: "We're unable to proceed without acceptance. Please contact [email] if you have questions about our non-advisory model." Application abandoned No partial acceptance permitted

[illegible]

****General Advisory Triggers**:** â?¢ "We recommend..." â?¢ "You should..." â?¢ "In your situation, the best approach is..." â?¢ "This will benefit you by..." â?¢ "To optimize [outcome], you could..." â?¢ "Our advice is..." â?¢ "We suggest..." â?¢ "It would be wise to..."

****Regulatory Examination**:** If MW becomes subject to regulatory oversight (SEC, FINRA, FCA), examiners may identify advisory violations. Cooperation with regulators mandatory.

****Level 2: Second Incident**** (same employee) ``` Day 1: Second violation detected Day 2: Employee terminated immediately (no severance) "Per MW Document 6, advisory violations result in immediate termination. You are dismissed effective immediately." Day 3: All affected institutions notified: "MW employee provided advisory content on [date] in violation of Document 6. This communication is void. Please disregard and consult qualified advisors." ```

Attorneys (Legal Malpractice) attorney owes client duty to provide competent representation (ABA Model Rule 1.1) attorney liable if: 1. Attorney-client relationship exists 2. Attorney breached duty of care (negligence) 3. Breach proximately caused client's damages 4. Client suffered actual damages Example: Attorney misses statute of limitations filing deadline attorney's claim barred attorney liable for value of lost claim

Duty of Care: Attorney owes client duty to provide competent representation (ABA Model Rule 1.1)

Malpractice Standard: Attorney liable if: 1. Attorney-client relationship exists 2. Attorney breached duty of care (negligence) 3. Breach proximately caused client's damages 4. Client suffered actual damages

Example: Attorney misses statute of limitations filing deadline attorney's claim barred attorney liable for value of lost claim

MW Distinction: attorney does NOT provide legal advice no attorney-client relationship attorney evaluates against published standards only no duty to optimize legal position attorney not liable if institution makes poor legal decision based on accurate certification

CPAs (Accounting Malpractice) CPA owes client duty to exercise reasonable care and competence (AICPA Professional Standards) CPA liable if negligent tax advice causes IRS penalties, interest, or additional tax liability Example: CPA advises client to claim improper deduction IRS disallows client owes back taxes + penalties CPA liable for penalties

Duty of Care: CPA owes client duty to exercise reasonable care and competence (AICPA Professional Standards)

Malpractice Standard: CPA liable if negligent tax advice causes IRS penalties, interest, or additional tax liability

Example: CPA advises client to claim improper deduction IRS disallows client owes back taxes + penalties CPA liable for penalties

MW Distinction: attorney does NOT provide tax advice no CPA-client relationship attorney certifies documentation completeness against standards no duty to minimize tax liability attorney not liable if institution's tax strategy fails despite accurate certification

Investment Advisers (Suitability Violations) RIA owes fiduciary duty under Investment Advisers Act of 1940 S206 RIA must recommend only suitable investments considering client's: Financial situation and needs Tax status Investment objectives Risk tolerance Investment experience Example: RIA recommends high-risk tech stocks to 80-year-old retiree on fixed income unsuitable RIA liable under FINRA Rule 2111

Duty of Care: RIA owes fiduciary duty under Investment Advisers Act of 1940 S206

Suitability Standard: RIA must recommend only suitable investments considering client's: Financial situation and needs Tax status Investment objectives Risk tolerance Investment experience

Example: RIA recommends high-risk tech stocks to 80-year-old retiree on fixed income unsuitable RIA liable under FINRA Rule 2111

MW Distinction: attorney does NOT recommend investments no fiduciary duty attorney certifies portfolio custody chain or asset ownership no duty to assess suitability attorney not liable if institution's investment performs poorly despite accurate certification

Safe Harbor Legal Precedents CREDIT RATING AGENCIES (analogous safe harbor):

S6.2 Safe Harbor Legal Precedents

CREDIT RATING AGENCIES (analogous safe harbor):

In re Enron Corp. Securities Litigation (S.D.N.Y. 2003) Holding: Credit rating agencies (Moody's, S&P, Fitch) NOT liable to investors despite investor reliance on ratings.

Rationale: Ratings are opinions on creditworthiness, not investment advice No advisory relationship between agency and investors First Amendment protects publication of opinions Investors free to accept or reject ratings

â?¢ Agencies owe no duty to optimize investor outcomes

MW Application: Like credit ratings, MW certifications are objective assessments published for institutional reliance, not tailored advice. Same safe harbor should apply. ``

****SEC Rule 436(g) Safe Harbor**** (Securities Act of 1933): `` Credit rating agencies exempt from "expert" liability under Securities Act S11 for inclusion of ratings in registration statements.

Rationale: Ratings are objective assessments, not expert opinions requiring due diligence on behalf of investors.

MW Application: MW certifications similarly should not create "expert" liability when third parties rely. ``

****AUDITORS**** (limited safe harbor):

****Bily v. Arthur Young & Co.**** (Cal. 1992) `` Holding: Auditors do NOT owe duty of care to audit client's creditors absent privity or near-privity relationship.

Rationale: â?¢ Auditor's duty is GAAP compliance opinion, not business advice to creditors â?¢ Creditors free to conduct own due diligence â?¢ No ongoing relationship with creditors

MW Application: Like auditors, MW Authorities opine on standards compliance without duty to third parties who may rely on certifications. ``

****BESPEAKS CAUTION DOCTRINE**** (forward-looking statement safe harbor):

****Private Securities Litigation Reform Act of 1995**** (15 U.S.C. S78u-5): `` Safe harbor for forward-looking statements if accompanied by meaningful cautionary language.

Rationale: Investors warned via disclaimers cannot claim reasonable reliance on optimistic projections.

MW Application: MW disclaimers (Templates 1-4) provide "meaningful cautionary language" defeating reasonable reliance claims for advisory services never provided. ``

****INFORMATION VS. ADVICE DISTINCTION**:**

****Lowe v. SEC**** (1985) `` Holding: Publisher of investment newsletter (Lowe's) not "investment adviser" under Investment Advisers Act because content was general information, not personalized advice.

Rationale: First Amendment protects publication of general financial information. Advisory relationship requires personalized recommendations tailored to client circumstances.

MW Application: MW certifications are standardized determinations against published criteria (information), not personalized recommendations (advice). ``

S6.3 â?? Why Professional Liability Insurance Unavailable

****Traditional Professional Liability (E&O) Insurance****:

****Underwriting Model****: â?¢ Actuaries assess frequency and severity of malpractice claims â?¢ Attorney E&O: ~5-10% of attorneys face claims annually; average settlement \$50K-\$150K â?¢ CPA E&O: ~3-7% face claims annually; average settlement \$75K-\$200K â?¢ Investment Advisor E&O: ~8-12% face claims annually; average settlement \$100K-\$300K

****Actuarial Inputs****: â?¢ Professional standards (ABA Model Rules, AICPA Standards, CFP Board Standards) â?¢ Historical claims data (30+ years of malpractice litigation) â?¢ Peer review (what would reasonable professional do?)

****MW Problem****: â?¢ ****No professional standards****: MW operates via deterministic formulas, not professional judgment â?¢ ****No historical claims data****: MW is novel system; insurers can't predict claim frequency â?¢ ****No peer review standard****: What would "reasonable MW Authority" do when outputs are formulaic? â?¢ ****Determinism incompatibility****: If outputs are deterministic, how can there be "negligence" in application?

****Underwriter Response**** (hypothetical quote): `` "We cannot insure MW Authorities because:

1. We cannot assess malpractice risk when evaluations are deterministic formulas. Professional liability insurance assumes human judgment creates negligence risk. Formulas don't.
2. We have no actuarial data on claim frequency/severity for deterministic certification systems. Traditional advisors have 50+ years of claims history. MW has zero.
3. We cannot define 'standard of care' for deterministic systems. What's the standard when same input always produces same output? Either formula is correct (no coverage needed) or incorrect (uninsurable systemic risk).
4. Moral hazard: If MW provides advice despite prohibition, we cannot underwrite intentional violation of own charter.

[illegible]

S7.5 Case Study #5: Third-Party Reliance Institution Bears Risk

****Facts**:** Bank obtains MW-CERTIFIED artifact from GCRA certifying loan collateral perfection Bank relies on certification when making \$50M loan to borrower Borrower defaults; bank discovers collateral was sold post-certification (changed circumstances) GCRA issues revocation notice (collateral disposition triggers revocation per standards) Bank sues GCRA claiming: "You should have warned us about risk of collateral disposition"

****Litigation**:** Bank's Claim: "GCRA owed us duty to monitor borrower post-certification and warn of changed circumstances. We relied on certification when making loan decision."

GCRA's Defense (per Document 6 S3.1): "We certified collateral perfection AS OF certification date. We do NOT owe ongoing monitoring duty. Bank bore risk of changed circumstances per institutional liability allocation. Bank should have obtained representations/warranties from borrower or purchased collateral insurance."

Court's Ruling (hypothetical): "GCRA's Document 6 clearly allocates changed circumstances risk to institutions. Bank's clickthrough acceptance acknowledged this allocation. GCRA provided accurate certification as of date issued. No duty to monitor ongoing."

JUDGMENT: GCRA prevails. Bank's claim DISMISSED."

****Outcome**:** GCRA not liable (safe harbor protection) Bank bears loss from borrower default Certification was accurate as of issuance date Changed circumstances risk explicitly allocated to institution

****Lesson**:** Safe harbor protects MW from changed circumstances liability

ARTICLE VIII CHOICE OF LAW & DISPUTE RESOLUTION

S8.1 Governing Law

****Primary Jurisdiction**:** Delaware General Corporation Law (DGCL) Contract interpretation, fiduciary duty analysis, corporate governance

****Professional Standards**:** None (MW not professional service provider) NOT governed by attorney ethics rules (ABA Model Rules) NOT governed by CPA standards (AICPA) NOT governed by investment advisor standards (Investment Advisers Act)

****Conflict Resolution**:** Delaware law governs UNLESS specific statute/regulation preempts (federal securities law, GDPR, etc.)

S8.2 Dispute Resolution Hierarchy

****Step 1 Automated Review**** (14 days): Institution claims advisory violation or safe harbor breach System automatically checks: Was clickthrough accepted? Was disclaimer displayed? 90% of claims resolved at this stage (disclaimer acceptance defeats claim)

****Step 2 ICC Arbitration**:** Venue: Zurich, Switzerland Rules: ICC Arbitration Rules Language: English Arbitrator: ONE arbitrator with legal malpractice expertise (JD + professional liability insurance experience) Scope: Advisory prohibition interpretation, safe harbor application, liability allocation disputes

****Step 3 Backup Arbitration**:** LCIA (London) if ICC unavailable

****No Court Litigation**:** Arbitration EXCLUSIVE remedy

S8.3 Burden of Proof

****Institution Claiming Advisory Violation**:** Burden: 75% (clear and convincing evidence) Must prove: (1) MW employee provided advice, (2) advice falls within prohibited categories, (3) institution detrimentally relied

****MW Defending Safe Harbor**:** Burden: 50% (preponderance of evidence) Must prove: (1) disclaimers displayed, (2) clickthrough accepted, (3) content within permitted outputs

****Rationale**:** Institution challenging safe harbor bears higher burden (MW established protective structure via Document 6)

S8.4 Remedies

****No Monetary Damages**:** Arbitrator may NOT award damages for: ☐ Institutional reliance on accurate certifications ☐ Changed circumstances post-certification ☐ Third-party non-acceptance of certifications ☐ Institutional implementation failures

****Why No Consequential Damages**:** Safe harbor protection eliminates liability for institutional business decisions based on accurate certifications

S9.1 2025-2075 Advisory Prohibition Permanence

****2075 Scenario Testing**:**

****Neural Interface Interactions (2060s)**:** Direct brain-to-computer interfaces do NOT change advisory prohibition
Neural thought queries answered with factual standards information ONLY
No personalized optimization recommendations even if user's neural state indicates desire for guidance

****Why Advisory Prohibition Must Remain Absolute**:**

****Future Pressure Scenarios** (ALL rejected):**

MW Response: "We understand your urgent situation. However, MW Document 6 prohibits advisory services under ALL circumstances including emergencies. We recommend consulting qualified restructuring advisors, bankruptcy attorneys, and financial consultants.

****Scenario 2: "Sophisticated Institution" Exception**** `` Institution Request (2055): "We're a Fortune 10 company with 500 in-house attorneys. We understand the risks. Can you provide strategic guidance on certification timing?"

MW can confirm certification standards and processing timelines. Strategic timing decisions remain solely yours." ""

****Advisory Violation**:** Provision of any content within ten prohibited categories (S2.2)

Document hash (SHA3-512): [To be calculated upon final deployment] GPG signature: [To be applied by Abraham J Kolo upon commercial launch] Blockchain attestation: [Ethereum/Polygon/Arbitrum TX hashes upon deployment]

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