

## DEED OF PROMISE

**THIS DEED OF PROMISE** is made this **23<sup>rd</sup> October 2024** by **Dr. Craig Wright** of **London, UK** (hereinafter referred to as the "Promisor").

### RECITALS:

1. **Whereas**, the Promisor has commenced legal proceedings under **Claim No. BL-2024-001495** in the **High Court of Justice** against **BTC Core Partnership** (the "Defendant") for the financial and operational harm suffered due to **unilateral protocol changes**, including but not limited to the introduction of **SegWit**, the refusal to increase **block size**, and the implementation of **Taproot**, which deviate from the original Bitcoin protocol as designed by **Satoshi Nakamoto**;
2. **Whereas**, the Promisor has suffered quantifiable personal financial losses, as well as losses through **investments in companies** that have been negatively impacted due to the Defendant's protocol changes, particularly those companies whose operations relied on the original Bitcoin protocol as designed by **Satoshi Nakamoto**;
3. **Whereas**, the Promisor acknowledges the importance of ensuring that any **excess proceeds** from this lawsuit (beyond the quantifiable personal losses and investment losses) are used to benefit the broader **Bitcoin ecosystem** and the **community of Interveners** who have also suffered similar harm;
4. **Whereas**, the Promisor acknowledges the need for **transparency and community involvement in how these excess proceeds are utilised and commits to doing so under the principles of promissory estoppel, making this promise enforceable by the community.**
5. **Whereas**, the Promisor desires to make a binding and enforceable promise under this Deed to **reinvest excess proceeds** or return them to the community via distribution to Interveners or for building the Bitcoin ecosystem in a manner that addresses and rectifies the harm caused by **BTC Core's actions.**

### NOW THIS DEED WITNESSES AS FOLLOWS:

#### 1. Promissory Estoppel and Binding Commitment

1.1. The Promisor, in reliance upon the doctrine of **promissory estoppel**, hereby makes a **binding and enforceable commitment** to ensure that any proceeds from the lawsuit, beyond the **quantifiable personal financial losses** or losses from investments made by the Promisor into companies affected by BTC Core's protocol changes, will be returned in full to the **Bitcoin community** or used to build and restore the **Bitcoin ecosystem.**

1.2. The Promisor acknowledges that this promise is made with the clear intention that the community and the Interveners have relied upon and will continue to rely upon this commitment. The promise is binding and enforceable under the principles of **promissory estoppel**, ensuring that it shall be fulfilled without deviation.

## 2. Quantifiable Personal Losses and Investment Losses

2.1. The Promisor affirms that **personal financial losses** arising from the Defendant's actions shall be **limited to quantifiable losses**, including but not limited to:

- Personal investments directly impacted by the Defendant's protocol changes;
- Financial losses suffered by companies in which the Promisor has an ownership interest or stake, where these companies' operations were undermined due to BTC Core's protocol changes;
- Losses suffered by companies in which the Promisor has invested, where these companies relied on the original Bitcoin protocol for their operations;
- Any documented financial losses caused by BTC Core's unilateral decisions and any direct monetary loss traceable to the Defendant's actions.

2.2. These **quantifiable personal losses** will be calculated, documented, and submitted to the court and relevant parties as part of the claim for damages in the current litigation.

### 3. Distribution of Excess Proceeds

3.1. Any and all proceeds from the litigation that exceed the **quantifiable personal losses** of the Promisor will be **returned to the Bitcoin community** or **reinvested into the ecosystem**, with the primary goal of:

- **Compensating the Interveners**, as defined in the legal proceedings, who have suffered similar losses or harm due to BTC Core's protocol changes;
- **Building and restoring the Bitcoin ecosystem**, particularly in areas where BTC Core's actions have undermined its scalability, decentralisation, or utility for everyday transactions.

3.2. Distribution of excess proceeds shall be conducted in the following manner:

- **To the Interveners**: Direct compensation for those individuals, miners, developers, businesses, or other parties who have joined the proceedings and provided evidence of **detrimental reliance** on the original Bitcoin protocol, as outlined in the litigation;
- **To Ecosystem Development**: Any remaining excess proceeds shall be used to fund **technological advancements, infrastructure projects, or research and development** initiatives that restore Bitcoin to its original principles of decentralisation and low-fee transactions as envisioned by **Satoshi Nakamoto**.

**Compensation to Interveners**: Direct compensation will be provided to individuals, miners, developers, businesses, and others who can demonstrate **detrimental reliance** on BTC Core's original protocol promises, suffering financial harm due to the protocol changes;

**Ecosystem Restoration**: The remaining proceeds will fund initiatives such as:

- Supporting the development of **scaling technologies**, excluding **layer 2 solutions** and technologies and which is limited to those which enhance scalability and reduce transaction fees as per the original system proposed by Satoshi Nakamoto;
- Funding **educational programs** that promote an understanding of the original Bitcoin vision as a low-fee, decentralised system for peer-to-peer transactions;
- Supporting **community-driven projects** that aim to re-establish Bitcoin's decentralised, low-cost transaction model by fostering innovation and competition.

#### 4. Reinvestment in the Bitcoin Ecosystem

4.1. The Promisor commits to **reinvesting excess proceeds** into the **development and restoration of the Bitcoin ecosystem**, with a particular focus on:

- Promoting technologies that enhance **decentralisation** and protect the network from centralised control;
- Supporting innovations that lower transaction costs and restore Bitcoin's capacity for **small, casual transactions** as initially envisioned;
- Providing funds for **research and development**, specifically in projects aligned with Bitcoin's original decentralised principles.

4.2. To ensure **community involvement** in these reinvestments, the Promisor will:

- Establish a **community advisory committee**, composed of stakeholders including miners, developers, and businesses, to provide guidance on how funds should be distributed;
- Create an **open forum** for the Bitcoin community, allowing individuals to propose and vote on projects and initiatives that align with the goal of restoring the ecosystem;
- Conduct **public surveys** to gather input from the wider community regarding the allocation of excess proceeds.

4.3. All reinvestments will be publicly documented, with the Promisor providing full transparency on how funds are allocated and used to benefit the community and the ecosystem.

## 5. Enforceability

5.1. This Deed of Promise is intended to be **legally binding and enforceable**, and any failure by the Promisor to fulfill this commitment shall result in the community or affected parties being able to seek enforcement through legal mechanisms, including but not limited to **promissory estoppel**.

5.2. The Promisor acknowledges that the promise made herein is enforceable under the principles of promissory estoppel, as the Interveners and community members will rely on this promise to their detriment if not fulfilled.

**6. Governing Law and Jurisdiction**

6.1. This Deed shall be governed by and construed in accordance with the laws of **England and Wales**.

6.2. Any dispute arising out of or in connection with this Deed shall be subject to the **exclusive jurisdiction** of the courts of **England and Wales**.

**IN WITNESS WHEREOF**, this Deed has been executed by **Dr. Craig Wright** as a Deed on the day and year first above written.

*Craig S Wright*

**Dr. Craig Wright**

**Date: 23 October 2024**

This **Deed of Promise** ensures that while you seek to recover losses through litigation, any **excess proceeds** beyond quantifiable personal and investment losses will be reinvested into the **Bitcoin community** or ecosystem. This Deed is designed to be legally enforceable through the principle of **promissory estoppel**, ensuring that the community can rely on the commitment to restore the original Bitcoin vision and compensate affected Interveners.