
THE PHOENIX TRUST

Irrevocable Perpetual Trust Deed

EXECUTED AS A DEED on this **5th day of December 2025**

SETTLOR

Paul Andrew Sparrow

Inventor of The Crowd-Device, and Author and Founder of The Phoenix Charter.

FIRST TRUSTEES

1. Paul Andrew Sparrow (Settlor-Trustee)
2. [Independent Trustee – to be appointed]
3. [Independent Trustee – to be appointed]

THIS DEED OF TRUST witnesses as follows:

1. Definitions

“Protocol” means the complete token-threshold-outcome civic participation engine known as the Crowd-Device in all its forms, implementations, and future improvements.

“Coercive Use” means any use that is punitive, mandatory, surveillance-linked, or suppressive, or which restricts rights or services without explicit, revocable, and freely given consent.

2. Irrevocable Settlement

The Settlor hereby irrevocably settles the Protocol upon the trusts declared herein.

3. Name of the Trust

The trust shall be known as **The Phoenix Trust**.

4. Charitable Objects

To hold the Protocol in perpetual public custody and to advance human freedom, privacy, and self-governance worldwide by preventing its weaponisation for all time.

5. Revenue Rights Retained by Settlor

5.1 Paul Andrew Sparrow and his estate retain in perpetuity the exclusive rights to:

(a) all royalties, damages, and settlement monies arising from any past, present, or future unauthorised commercial use;

(b) commercial licences for all non-coercive implementations that elect a paid tier;

(c) moral rights of authorship and the right to be identified as the inventor.

5.2 Ethical, non-commercial, non-coercive use shall be royalty-free under an open-source licence.

6. Eternal and Absolutely Inalienable Prohibition on Coercive Use

6.1 The Crowd-Device Protocol shall never, under any circumstances, be licensed, authorised, permitted, or used for Coercive Use.

6.2 This prohibition is absolute, eternal, and inalienable. It may not be varied, suspended, revoked, or overridden by any person, vote, law, court, or other mechanism whatsoever — even if every human being unanimously demands it.

6.3 The purpose of this inalienability is to protect humanity from ever being deceived into authorising its own enslavement.

6.4 Any attempt to authorise Coercive Use is void ab initio and of no legal effect.

6.5 The Trustee shall actively seek injunctions against any such attempt worldwide.

7. Irrevocability and Inalienability of the Trust Itself

7.1 Neither the Settlor, his heirs, nor any trustee shall ever sell, assign, transfer, mortgage, charge, or otherwise dispose of the Protocol.

7.2 Any attempt to do so is void ab initio.

7.3 Clauses 6 and 7 are fundamental and immutable.

8. Limited Power of Amendment (Error-Correction Only)

8.1 The Trustee may amend this Deed only to correct manifest errors, omissions, ambiguities, or to comply with changes in law that do not conflict with Clauses 6 or 7.

8.2 No amendment may ever permit Coercive Use, sale, or alienation of the Protocol, or reduce the Settlor's retained rights.

8.3 Any amendment requires the written consent of Paul Andrew Sparrow (during his lifetime) and confirmation by an independent English barrister of at least 15 years' call.

9. Governing Law and Jurisdiction

Governed by the laws of England and Wales. Exclusive jurisdiction: High Court of Justice, London.

IN WITNESS WHEREOF the Settlor has executed this Deed on the date first above written.



SIGNED as a DEED by
Paul Andrew Sparrow
in the presence of:

Witness signature: M Spencer
Name: Mrs Maureen Spencer