

Amended pursuant to the Order of Deputy Master Arkush dated 12 September 2021



**IN THE HIGH COURT OF JUSTICE**  
**BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES**  
**CHANCERY DIVISION**  
**INTELLECTUAL PROPERTY LIST (ChD)**

**BETWEEN:**

**CRYPTO OPEN PATENT ALLIANCE**  
**(for itself and as Representative Claimant on behalf of**  
**Square, Inc., Payward Ventures, Inc. (DBA Kraken),**  
**Microstrategy, Inc., and Coinbase, Inc.)**

***Claimant***

**- and -**

**DR CRAIG STEVEN WRIGHT**

***Defendant***

---

**AMENDED DEFENCE**

---

1. For convenience of reference, this Amended Defence adopts certain terms which are defined in the Amended Particulars of Claim (hereafter the “Particulars of Claim”) and certain headings which are used in the Particulars of Claim. Such is not to be taken to be an admission to any of the allegations made in the Particulars of Claim. Unless an allegation made in the Particulars of Claim is admitted, the Claimant shall be taken to be required to prove that allegation. Further, the service of this Amended Defence is without prejudice to the Defendant’s right to seek to have aspects of the Particulars of Claim struck out.

**The Claimant**

2. It admitted that COPA was established in September 2020. Paragraph 1 of the Particulars of Claim is otherwise not admitted since the facts are not within the knowledge of the Defendant (hereafter “**Dr Wright**”).
3. Paragraph 2 of the Particulars of Claim is admitted.



### Represented Parties

3A. While COPA states that it is a representative claimant, it has provided no documents signed by or otherwise emanating from any Represented Party that (a) COPA brings these proceedings as a representative claimant on behalf of that party or (b) that the party has the same interest in the outcome of these proceedings as COPA or (c) that the party has accepted that it is bound by any judgment or order made in this case as required by CPR 19.6(4) or (d) that the party has authorised the statement of truth to the amended Particulars of Claim to be signed on its behalf.

3B. Accordingly, at least pending provision of documents establishing such matters, no admissions are made by Dr Wright in relation to paragraphs 2A or 2B of the Particulars of Claim save that it is admitted that each of the Represented Parties has made the White Paper available for download by members of the public.

### **The Defendant**

4. Paragraph 3 of the Particulars of Claim is admitted.

### **Bitcoin: definition and relevant concepts and the release of Bitcoin**

5. The paper referred to in paragraph 4 of the Particulars of Claim has the title “Bitcoin: A Peer-to-Peer Electronic Cash System”. The paper was the first description of the digital asset known as “*Bitcoin*”. The paper has subsequently become widely known amongst those interested in blockchain technology and blockchain-linked digital assets (and will be referred to hereafter) as the “**White Paper**”.

6. On 5 October 2008, Dr Wright, operating under the pseudonym “*Satoshi Nakamoto*”, registered an account at <http://sourceforge.net> (“**SourceForge**”) with the username “*nakamoto2*” (“**the nakamoto2 Account**”). On 10 December 2008, Dr Wright, again operating under the “*Satoshi Nakamoto*” pseudonym, registered a second account at SourceForge with the username “*s\_nakamoto*” (“**the s\_nakamoto Account**”).



7. Dr Wright released the White Paper under the pseudonym “Satoshi Nakamoto”. On 31 October 2008, operating under that pseudonym, Dr Wright posted an announcement on The Cryptography Mailing List (hosted on metzdowd.com) that he had been “*working on a new electronic cash system that’s fully peer-to-peer, with no trusted third party*”. The announcement included a link to the White Paper, which Dr Wright had previously uploaded to a website he had created which was accessible at <http://www.bitcoin.org> (the “**Bitcoin.org Website**”).
8. As envisaged by Dr Wright and in the White Paper and in certain software he released (as to which see further below), Bitcoin would, amongst other things, involve the creation of a “blockchain” (the “**Bitcoin Blockchain**”). The Bitcoin Blockchain is a growing collection of records or “blocks” which are linked together. Each “block” contains a secure “hash” of the previous block. A “hash” is data which is created by means of an algorithm applied to the data in a block (which may be of arbitrary size). The algorithm used to create the hash is such that it is not feasible to recreate the block from the hash, but it is relatively easy to compute the hash from the block. Moreover, a change in the data comprising a block will change the value of the hash.
9. On 9 November 2008, Dr Wright – using the nakamoto2 Account – created a project on SourceForge which he titled “*Bitcoin*” (“**the SourceForge Bitcoin Project**”). On or around 9 December 2008, Dr Wright uploaded the White Paper to the SourceForge Bitcoin Project. On or around 10 December 2008, Dr Wright added the s\_nakamoto Account to the SourceForge Bitcoin Project.
10. On 3 January 2009, Dr Wright created the first block in the Bitcoin Blockchain which is generally known, and will be referred to, as the “**Genesis Block**”. The Genesis Block was not “mined” but created; it was, and remains, the anchor block of the Bitcoin Blockchain.
11. On 9 January 2009 (Australian Eastern Daylight Time), Dr Wright uploaded an executable file (the “**Bitcoin Software**”) and its corresponding source code to the SourceForge Bitcoin Project (the



“**Bitcoin Code**”). The same day, he circulated a link to the relevant part of the SourceForge Bitcoin Project on The Cryptography Mailing List.

12. Dr Wright stated that the Bitcoin Code was “*Copyright (c) 2009 Satoshi Nakamoto*” and was “*Distributed under the MIT/X11 software license*” (the “**MIT Licence**”).
13. The precise details of the operation of Bitcoin and its concepts are not relevant to this case. The description of the development and operation of Bitcoin and its relevant concepts in paragraphs 4 to 6 of the Particulars of Claim are not complete or accurate and are not admitted except to the extent set out below or admitted above. To the extent which is appropriate, Dr Wright will provide a more complete and accurate description of Bitcoin in his evidence. In the following, references to “*Bitcoin*” mean the electronic cash system envisaged by Dr Wright, described in his White Paper and first implemented in the Bitcoin Software and Code uploaded by Dr Wright in January 2009—
  - (1) Bitcoin was envisaged as an electronic cash and micro-payment system. The Bitcoin Blockchain is open and not encrypted.
  - (2) Bitcoin was developed before and during 2008. Although Dr Wright’s White Paper was first released in 2008, it is based on concepts Dr Wright been working on for many years previously. Dr Wright started to write the White Paper and the Bitcoin Code in 2007. The White Paper also references earlier work of others.
14. With regard to paragraph 5 of the Particulars of Claim which deals with public and private keys—
  - (1) While Bitcoin transactions can be made using a digital signature approach involving key pairs comprising a private key and a unique public key derived from the private key, that is not the only way Bitcoin transactions can be made.
  - (2) The methods by which Bitcoin may be transferred (whether by using public/private keys or otherwise) do not enable users to



spend, withdraw or carry out any other transactions. Bitcoin is not an account-based system.

- (3) Paragraph 5 of the Particulars of Claim is otherwise denied.
15. As regards paragraph 6 of the Particulars of Claim, as stated above, while a sender can conduct a transaction by using private key, there are other ways of transferring Bitcoin which do not involve the use of private/public keys. The approach to double-spending is not as stated in paragraph 6 of the Particulars of Claim and is described in paragraph 17(1) below. Paragraph 6 of the Particulars of Claim is otherwise denied.
  16. With regard to paragraph 7 of the Particulars of Claim—
    - (1) The title of the White Paper is as stated above.
    - (2) As stated in paragraph 7 above, the White Paper was released on 31 October 2008. It was not released onto the “metzdowd cryptocurrency” mailing list: it was circulated on The Cryptography Mailing List, hosted on metzdowd.com.
    - (3) It is admitted and averred that Dr Wright uploaded his White Paper to the SourceForge Bitcoin Project on or about 9 December 2008. It is admitted and averred that on or about 24 March 2009 Dr Wright uploaded a further version of the White Paper to the SourceForge Bitcoin Project. A copy of this version forms Annex 1 to the Particulars of Claim.
    - (4) Dr Wright’s White Paper was not published or made available or made subject to the terms of the MIT Licence and the assertion to the contrary in paragraph 7 of the Particulars of Claim is denied.
    - (5) Satoshi Nakamoto is the pseudonym used by Dr Wright and not a name used by unknown person or persons. While such assertion has been widely disputed, it has also been widely accepted.



The allegations made in paragraph 7 of the Particulars of Claim are otherwise not admitted.

17. As to paragraph 8 of the Particulars of Claim –

- (1) In his White Paper, Dr Wright set out a distributed system rather than a decentralised system. Nodes running the Bitcoin Software which implements the centrally defined Bitcoin protocol track and verify transactions. The nodes and the protocol detect and alert users to double-spending rather than actively preventing it. A recipient will decide whether or not to accept a transaction. Nodes enforce rules, they do not create them.
- (2) While not apparently relevant to this case, the description of the Bitcoin Blockchain as being “transparent” is not accurate and “translucent” would be more appropriate. The record is open in the sense that users can see the transaction path and associated pseudonymous users, although users cannot see the true identities of other users.
- (3) The last sentence is denied. Dr Wright defined how to be a “mining” node in Section 5 of his White Paper.

Paragraph 8 of the Particulars of Claim is otherwise not admitted.

18. As to paragraph 9 of the Particulars of Claim, it is admitted and averred that, on or about 22 August 2008, Dr Wright sent a draft of the White Paper to Dr Wei Dai by email. Paragraph 9 of the Particulars of Claim is otherwise denied. In particular, it is denied that the draft was sent to others on that day.

19. With regard to paragraph 10 of the Particulars of Claim—

- (1) “Mining” is a term which has come to mean the process by which a node adds a new block to the Bitcoin Blockchain and, in return, receives Bitcoin from a process that is a distribution of Bitcoins, all of which were created in January 2009. As stated above, the



Genesis Block was not “mined”. Rather it was created by Dr Wright on 3 January 2009. Block 1 was mined by him on 9 January 2009.

- (2) The first transaction in the Bitcoin Blockchain was recorded in Block 170 which corresponds to a transfer of 10 Bitcoins from Dr Wright to a person who Dr Wright believes was Mr Hal Finney (“**Mr Finney**”). Mr Finney was a software developer. The Bitcoins transferred were from Block 9 which had been mined by Dr Wright.
- (3) Paragraph 10 of the Particulars of Claim is otherwise denied.

20. With regard to paragraph 11 of the Particulars of Claim—

- (1) It is admitted and averred that, as stated in paragraph 11 above, Dr Wright uploaded the Bitcoin Software and Code to the SourceForge Bitcoin Project website on 9 January 2009, Australian Eastern Daylight Time.
- (2) The Bitcoin Software and Code which was uploaded did not include the White Paper which, as stated above, Dr Wright uploaded to the SourceForge Bitcoin Project on 9 December 2008 and again on 24 March 2009. Further, as stated above, Dr Wright notified The Cryptography Mailing List hosted on metzdowd.com.
- (3) It is admitted that the project attributes cited in the last sentence of paragraph 11 of the Particulars of Claim relate to the SourceForge Bitcoin Project website. It is denied that those attributes relate to the White Paper; rather, those attributes relate solely to the Bitcoin Software and Code (which is written in C++).

Paragraph 11 of the Particulars of Claim is otherwise denied.

21. With regard to paragraph 12 of the Particulars of Claim it is admitted that the Bitcoin Software, the Bitcoin Code and the White Paper have

been widely circulated. Insofar as “published” or “disseminated” will be said by COPA to have any other meaning or imply any abandonment of rights by Dr Wright such is not admitted.



**Dr Wright is the person who wrote the White Paper and used the Satoshi Nakamoto pseudonym**

22. As to paragraph 13 of the Particulars of Claim, it is admitted that WIRED magazine published an article on 8 December 2015 in which it indicated a belief that the person using the name Satoshi Nakamoto was Dr Wright. It is further admitted that on 11 December 2015, WIRED published an article having the title set out in paragraph 13 of the Particulars of Claim.
23. Paragraph 13 of the Particulars of Claim is otherwise not admitted. In particular, Dr Wright did not make the claim to WIRED magazine (if that is an assertion made by COPA). Moreover, it is not clear precisely what “mainstream media” are referred to in the first sentence of paragraph 13 of the Particulars of Claim and accordingly no admissions are made in relation to that allegation.
24. As stated in paragraph 14 of the Particulars of Claim, Dr Wright did not at first state publicly in response to the article in WIRED magazine that he was the person who had used the Satoshi Nakamoto pseudonym or that he had written the White Paper. However, that is the case and subsequently Dr Wright has maintained that is the case. It is denied that Dr Wright has failed to “validate” that claim (whatever that may mean).
25. With regard to paragraph 15 of the Particulars of Claim, while Dr Wright had not previously made public statements that he was the person who had used the Satoshi Nakamoto pseudonym and was the author of the White Paper, during 2008 and 2009, Dr Wright had discussed with a number of individuals that he was working on and had subsequently released Bitcoin and had notified various individuals that he was working on the project.





26. Paragraph 16 of the Particulars of Claim is admitted. Dr Wright is the author of the White Paper and the owner of the copyright which subsists in it.

**Allegation that Dr Wright has failed to prove that he is Satoshi Nakamoto**

27. Insofar as paragraph 17 of the Particulars of Claim refers to specific facts or matters set out later in the Particulars of Claim, it is responded to below. Paragraph 17 of the Particulars of Claim is otherwise so vague that it falls to be struck out and, in any event, is denied.

28. The first sentence of paragraph 18 of the Particulars of Claim is admitted. The relevance of the EITC Agreement is not explained in the Particulars of Claim and is not admitted.

29. The EITC Agreement was made between Dr Wright and EITC Holdings Limited (“EITC”) and was entered into on 17 February 2016. Dr Wright will refer to the full terms of the agreement for its context and meaning so far as necessary. With regard to clauses 2(c)(4) and 4(c)—

(1) Clause 2(c)(4) is not accurately summarised in the Particulars of Claim. It provides for a payment to be made to Dr Wright on the earlier of 31 December 2016 or the public announcement by EITC of the identity of the creator of Bitcoin.

(2) Clause 4 required Dr Wright to permit himself to be interviewed and questioned about the “Story” (as defined in the agreement) as requested by EITC and to answer all questions put to him in a full, frank and truthful manner, including by providing all such detail and information as he was able.

30. By a deed of amendment to the EITC Agreement dated 22 August 2016, Dr Wright and EITC agreed that, as at the date of the amendment, Dr Wright had not discharged his obligations with regard to certain milestones contained in clauses 2(c)(2)-(4) of the EITC Agreement and EITC acknowledged that those obligations would be deferred until requested by EITC. By agreement dated 4 May 2020 between EITC



(which had by then been renamed as “nChain Holdings Ltd”) and Dr Wright, the EITC Agreement was terminated.

31. As envisaged by the EITC Agreement, Dr Wright conducted certain interviews in April 2016, including with Rory Cellan-Jones (the BBC’s technology correspondent) and Ludwig Siegele (of The Economist). The purpose of the interviews was for Dr Wright to recount aspects of the Story and provide some evidence supporting the fact that he was the person who had used the Satoshi Nakamoto pseudonym, as well as to start a process of documenting the start and development of nChain Limited (then called “nCryt Limited”); Dr Wright is and was at the time the Chief Scientist of the company. It is admitted that the interviews referred to above were subject to a reporting embargo to the effect that they should not be published until 2 May 2016.

#### GQ Interview

32. With regard to paragraph 19 of the Particulars of Claim—
- (1) On 26 April 2016 Dr Wright was interviewed by Stuart McGurk (a reporter working for GQ Magazine) and Dr Nicholas Courtois of University College London. It is denied that Dr Courtois is, or at any material time was, a “Bitcoin expert”.
  - (2) While it is admitted that Dr Wright made the statement quoted in paragraph 19, the statement is a selective extract from and not representative of the interview as a whole which lasted for about 30 minutes. The only published version of the interview is a heavily edited 8-minute recording which itself does not reflect the whole of the interview. Dr Wright will rely on the entirety of the published recording of the interview for context as appropriate.
33. With regard to paragraph 20 of the Particulars of Claim—
- (1) It is admitted that, on 2 May 2016, a post was uploaded onto the blog website hosted at [www.drcraigwright.net](http://www.drcraigwright.net) (the “**Blog Website**”). That post was entitled “Jean-Paul Sartre, signing



and significance” (the “**2 May Post**”). The post was an edited version of a document written by Dr Wright; Dr Wright did not approve the edits before the 2 May Post was uploaded to the Blog Website.

- (2) At the material times, the content of the Blog Website was controlled by Robert MacGregor (“**Mr MacGregor**”) or his company The Workshop Technologies Ltd.
  - (3) It is denied that the 2 May Post contained any “proclamations” that Dr Wright was Satoshi Nakamoto.
  - (4) The blog post stated to be published on 4 May 2016 was in fact published on 3 May 2016 on the Blog Website (the “**3 May Post**”). It included the text set out under paragraph 20 of the Particulars of Claim. Dr Wright did not write or publish the 3 May Post. Accordingly, he did not promise to provide “extraordinary proof”. The 3 May Post was written and published by or at the request of Mr MacGregor who had sent a draft of the 3 May Post to Dr Wright before it was published. At the time Dr Wright had become upset and disturbed by the events of the preceding days, in particular the media furore surrounding his claims to be Satoshi Nakamoto. He had not slept in four days and was in a state of mental collapse. He was not in a fit state to make an informed decision as to whether the 3 May Post should be published or what it should say.
34. Paragraph 21 of the Particulars of Claim is therefore denied. Dr Wright has publicly stated that it is not possible to use the Genesis Block to verify his identity as Satoshi Nakamoto and such is the case. It is admitted that Dr Wright has not publicly demonstrated his ability to make transactions concerning early blocks in the Bitcoin Blockchain which are associated with Satoshi Nakamoto. However, in March and April 2016 he privately demonstrated to Gavin Andresen, Jon Matonis, Rory Cellan-Jones and Ludwig Siegele that he had access to the private key associated with, in the case of Messrs Andresen and Matonis, blocks 1 and 9 in the Bitcoin Blockchain and, in the case of Messrs Cellan-



Jones and Siegele, block 9 in the Bitcoin Blockchain (further details of which are provided below).

35. With regard to paragraph 22 of the Particulars of Claim –

- (1) The first sentence is admitted.
- (2) As to the second sentence, it is denied that Dr Wright has declined to provide information to COPA identifying any drafts of his White Paper. On 5 February 2021, COPA’s solicitors wrote to Dr Wright’s solicitors in the terms set out at paragraph 42 of the Particulars of Claim; paragraphs 65(1) and (3), below, are repeated. Dr Wright’s solicitors responded on 19 February 2021 explaining their concern that the:

*“underlying purpose of your letter is not, as you suggest, to seek further information to enable your client to understand our client’s position (whether in the hope that this matter can be resolved without recourse to litigation or otherwise). Rather, it would appear that your letter is (1) an improper attempt to extract evidential material about our client and his claim to which your client and its members have no entitlement at this time, and (2) aimed at seeking information for the purposes of engaging in satellite disputes to subvert our client’s legitimate claims.*

...

*Notwithstanding the above, if your client has any genuine and legitimate interest in resolving this matter, we would invite your client’s explanation of the actions above whereupon our client may be willing to consider further proposals in respect of his claim.”*

Neither COPA nor its solicitors responded to this letter.

- (3) The last sentence is not admitted.

#### The Sartre Message

36. Paragraphs 23 to 25 of the Particulars of Claim confuse two events namely the April 2016 interviews and the 2 May Post.

#### April 2016 interviews

37. In April 2016, Dr Wright held back-to-back interviews with Rory Cellan-Jones of the BBC and Ludwig Siegele of The Economist. During



those interviews, Dr Wright demonstrated that he was in possession of the private key for block 9 of the Bitcoin Blockchain which, as stated above, he had mined and which was the block which was known to be in respect of the first transaction involving Bitcoin. As set out in paragraph 31 above, Dr Wright also had meetings with Jon Matonis and Gavin Andresen on 23 March 2016 and 8 April 2016 respectively.

38. At the meetings with Messrs Cellan-Jones and Siegele, Dr Wright signed messages, attaching the text of a speech by Jean-Paul Sartre with the private key for block 9. Dr Wright signed different messages at the meetings with Messrs Andresen and Matonis.
39. Dr Wright explained to Messrs Cellan-Jones and Siegele that the use of the private key in this way could not provide conclusive evidence that he was the person who had used the pseudonym Satoshi Nakamoto. (Because, for example, this would require evidence that block 9 was mined by that person and that Dr Wright had not obtained the key from some other person).
40. Messrs Cellan-Jones and Siegele applied the public key associated with the private key used by Dr Wright and, by that method, verified that Dr Wright had indeed signed the messages with the private key associated with block 9. Had Dr Wright used a different private key, those individuals would not have been able to verify the messages. As neither of the journalists knew how to apply the public key and verify the messages, Dr Wright walked them through the process. By contrast, both Messrs Andresen and Matonis already knew how to verify a message and did so without Dr Wright's assistance or input in their meetings with him.

#### 2 May Post

41. It is denied that the 2 May Post was intended by Dr Wright to prove that he was Satoshi Nakamoto or otherwise had control over any of private keys associated with Satoshi Nakamoto. Nowhere in the post did Dr Wright state that that was its purpose. In the 2 May Post, Dr Wright did not purport to sign the Sartre message. The 2 May Post was



intended by Dr Wright: (1) to demonstrate the process by which a message could be signed on the Bitcoin Blockchain using a private key and then verified by the corresponding public key; and (2) to act as a riposte, in particular to those who were taunting him for supposedly not provided so-called “cryptographic proof” that he is Satoshi Nakamoto. To the extent that it is averred by COPA, it is denied that identity can be proved cryptographically.

42. It is admitted that the example used by Dr Wright in the 2 May Post related to the first Bitcoin transaction which was and remains publicly available on the Bitcoin Blockchain. In the 2 May Post, Dr Wright did not sign or otherwise use any signature in respect of that transaction as it was a pre-existing transaction.
43. Paragraph 23 to 25 of the Particulars of Claim are otherwise denied.

#### The BlackNet Abstract

44. It is admitted that on 10 February 2019 Dr Wright published images of certain documents on Twitter.
45. Dr Wright first submitted his Project BlackNet research paper to AUSIndustry in 2001 as part of an application for a research grant. He obtained grant funding for Project BlackNet during the period 2001 to 2009. He subsequently and unsuccessfully sought funding in 2009 and 2010. Dr Wright updated his Project BlackNet research paper each year that he submitted it to AUSIndustry. Early applications did not contain the abstract of the White Paper but later unsuccessful applications did. The image of the research paper published on Twitter is that used for a later application containing an abstract from the White Paper.
46. Dr Wright did not assert that the extract published on Twitter was from a version written in 2001 and it was not. Except to the extent admitted above, paragraphs 26 and 27 of the Particulars of Claim are denied.



The 12 March 2008 Kleiman email

47. The allegations made in paragraph 28 and 29 of the Particulars of Claim are not relevant to this case and fall to be struck out. Notwithstanding the foregoing, Dr Wright responds as follows.
48. The description of the Kleiman Litigation set out in the Particulars of Claim is not accurate and is denied. In brief summary, the Kleiman Litigation is premised on Dr Wright being Satoshi Nakamoto (i.e., the author of the White Paper and the inventor of Bitcoin and the Bitcoin Blockchain). The Kleiman Litigation involves the allegation that Dr Wright and Mr David Kleiman were partners in those endeavours. Dr Wright denies that there was such a partnership.
49. The email reproduced under paragraph 28 of the Particulars of Claim is not an identical copy of an email Dr Wright sent to Mr David Kleiman on 12 March 2008. Dr Wright has always maintained in the Kleiman Litigation that he had asked Mr David Kleiman to help him edit the White Paper but that did not make them partners. The body of the email is consistent with that case.
50. While the body of the email is the same as that of the email which Dr Wright sent on 12 March 2008, the header is different. Dr Wright believes that the difference has arisen as a result of the original email being moved from one exchange server to another.
51. Except to the extent admitted above, paragraphs 28 and 29 of the Particulars of Claim and any adverse inferences COPA may seek to draw from the allegations made are denied.

SSRN Submission

52. It is admitted and averred that on or about 21 August 2019 Dr Wright uploaded a version of the White Paper to SSRN. The document was subsequently published (“posted” in the terminology of SSRN) on the SSRN website on 22 August 2019 under the document ID *SSRN-id3440802*. A corresponding file with the name “*SSRN-id3440802.pdf*” can be downloaded from the SSRN website.



53. Dr Wright had previously uploaded another version of the White Paper in “.pdf” format to SSRN but the document was not accepted for publication by SSRN. It appears, however, that a page from the SSRN website which was accessible on the Internet on 21 August 2019 and which contained a link to a downloadable copy of this version was found and archived on the website [web.archive.org](http://web.archive.org) (the “**Wayback Machine**”). The page does not appear to have been intended by SSRN for general public viewing or use because, for example, the citation details are incomplete, there is no “posted” date, the background to the page is watermarked with the words “under review by SSRN” and the downloadable copy of the White Paper does not carry the SSRN watermark in the footer.
54. SSRN’s policy (as explained by it to Dr Wright) is that papers written under a pseudonym were not eligible for inclusion in the SSRN “eLibrary”, and that the author’s real name, a method to contact them and the author’s affiliation was required. Accordingly, it was necessary for Dr Wright to provide his real name as author of the White Paper in documents submitted to SSRN.
55. The two “.pdf” versions of the White Paper which Dr Wright uploaded to SSRN were not created in 2008 or 2009. To the contrary they were created in 2019, based on the version of the White Paper Dr Wright had uploaded to SourceForge Bitcoin Project in March 2009. The documents uploaded therefore included elements from that version of the White Paper.
56. Dr Wright’s purpose in uploading versions of the White Paper to SSRN was not, as alleged in paragraph 35 of the Particulars of Claim, to “prove” that Dr Wright was the author of the White Paper. The purpose of uploading the documents was to assert Dr Wright’s authorship of the White Paper.
57. On or about 13 April 2019, Dr Wright had registered title to copyright in the White Paper with the US Copyright Office. Each of the two versions of the White Paper uploaded to SSRN included in their public XMP metadata (visible, for example, by using the “Document





Properties/Additional Metadata” menu in Adobe Acrobat) an XMP rights management link to the address below, which is where details of Dr Wright’s copyright registration with the US Copyright Office dating from 13 April 2019 can be inspected.

[https://cocatalog.loc.gov/cgi-bin/Pwebrecon.cgi?v1=8&ti=1,8&Search\\_Arg=bitcoin&Search\\_Code=ALL&CNT=25&PID=smt26T35HVzgQS6nr\\_ENIOg0IjL7h&SEQ=20080728095548&SID=1](https://cocatalog.loc.gov/cgi-bin/Pwebrecon.cgi?v1=8&ti=1,8&Search_Arg=bitcoin&Search_Code=ALL&CNT=25&PID=smt26T35HVzgQS6nr_ENIOg0IjL7h&SEQ=20080728095548&SID=1)

58. Paragraph 30 of the Particulars of Claim states that Dr Wright “asserts” the document “to be the *final*’ version of the Bitcoin White Paper”. It is not explained in the Particulars of Claim where that assertion is said to have been made. In other litigation, Dr Wright has made the statement with regard to the White Paper that “*The final version was only published in 2019*”. This is a reference to the fact that the version posted on SSRN on 22 August 2019 is the latest (and final) version of the White Paper and names Dr Wright as the author.
59. Pending a technical examination of the documents referred to in paragraphs 30 to 33 of the Particulars of Claim, no admissions are made as to the metadata included or other data embedded in the documents uploaded by Dr Wright to SSRN. However, it is admitted and averred that, as stated above, the document available on SSRN is an edited version of the White Paper and that it was created in 2019 (as is obvious from the inclusion of the rights management link referred to above). The same applies to the unpublished version which Dr Wright had previously uploaded to SSRN.
60. Paragraphs 30 to 35 of the Particulars of Claim are otherwise denied.

#### **Enforcement of Dr Wright’s copyright in the White Paper**

61. Paragraph 36 of the Particulars of Claim is admitted.
62. Paragraph 37 of the Particulars of Claim is admitted. The blog post of 13 February 2020 makes no specific reference to copyright in the White Paper.



63. The first sentence of paragraph 38 of the Particulars of Claim is admitted in relation to the intellectual property rights referred to in paragraph 37 of the Particulars of Claim, but those rights do not refer directly to the copyright in the White Paper. It is admitted and averred that prior to August 2017, Dr Wright had not alleged infringement of copyright in the White Paper. Paragraph 38 of the Particulars of Claim is otherwise denied.
64. Paragraphs 39 and 40 of the Particulars of Claim are admitted.
65. With regard to paragraph 41 of the Particulars of Claim—
- (1) The allegations made in first two sentences are admitted.
  - (2) It is admitted that Square is identified as a member of COPA and is one of the Represented Parties although no admissions are made as to what ~~that either~~ entails.
66. With regard to paragraph 42 of the Particulars of Claim—
- (1) It is admitted that the letter of 5 February 2021 was written by solicitors acting on behalf of COPA and received by solicitors acting on behalf of Dr Wright.
  - (2) No admissions are made as to the reasons why the letter was written because such are not within the knowledge of Dr Wright.
  - (3) It is admitted that the letter included the passages quoted in paragraph 42 of the Particulars of Claim.
  - (4) Paragraph 42 of the Particulars of Claim is otherwise denied.
67. Paragraph 43 of the Particulars of Claim is admitted. The relevance of the allegation made is not apparent or explained in the Particulars of Claim. Dr Wright will refer to the context in which the letter was sent so far as necessary and relevant. Paragraph 35(2), above, is repeated.
68. With regard to paragraph 44 of the Particulars of Claim—



- (1) It is admitted that Dr Wright has asked COPA and its members to remove his White Paper from their respective websites and social media accounts.
- (2) It is denied that Dr Wright has said that he does not consent to them “using” his White Paper. His relevant complaint is in respect of the infringement of his copyright in his White Paper.

69. With regard to paragraphs 45 and 46 of the Particulars of Claim—

- (1) It is not clear what is meant by the “crypto community” and no admissions are made in this regard.
- (2) By letters of claim, Dr Wright has made it clear to the persons who receives those letters that he claims copyright in his White Paper and requires them not to publish his White Paper without his consent.
- (3) On 20 January 2021, “Cøbra” was sent a letter requiring them to cease making Dr Wright’s White Paper available for download on the Bitcoin.org Website. Dr Wright issued proceedings against “Cøbra” on 24 February 2021 (Claim number IL-2021-000008). The identity of “Cøbra”, which is a pseudonym used by the person or persons responsible for the operation and publication of the Bitcoin.org Website, is not yet known.
- (4) Dr Wright has asserted his copyright in his White Paper to the recipients of letters of complaint and to COPA.
- (5) Paragraphs 45 and 46 of the Particulars of Claim are otherwise denied.

**Relief sought by COPA**

70. Paragraph 47 of the Particulars of Claim is admitted. COPA is not entitled to the relief it claims or to any relief.

71. With regard to paragraph 48 of the Particulars of Claim—



- (1) It is admitted that there is a commercial need for a court to determine whether or not persons who make Dr Wright's White Paper available for download on, for example, public facing websites are infringing Dr Wright's copyright in his White Paper.
  - (2) It is admitted that Dr Wright has and will continue to assert that he is the author of the White Paper and the owner of the copyright which subsists in it. He is entitled to do so because that is the case.
  - (3) It is not admitted that COPA itself has a genuine commercial need for the declarations it seeks.
  - (4) Paragraph 48 of the Particulars of Claim is otherwise denied.
72. Paragraph 49 of the Particulars of Claim is admitted.
73. It is not clear precisely what is meant by a "member" of COPA and paragraph 50 of the Particulars of Claim do not say who they are. It is admitted that Square makes Dr Wright's White Paper available for download. Paragraph 50 of the Particulars of Claim is otherwise not admitted.
74. It is admitted that as stated in paragraph 51 of the Particulars of Claim, Dr Wright's White Paper was removed from the Bitcoincore.org website in response to a letter of complaint sent on behalf of Dr Wright. Paragraph 51 of the Particulars of Claim is otherwise denied.
75. Paragraph 52 of the Particulars of Claim is denied. The basis for the alleged freedom is not explained and in the absence of particulars falls to be struck out.
76. With regard to paragraph 53 of the Particulars of Claim—
- (1) It is admitted that the COPA's Bylaws include the passages set out.



- (2) It is not admitted that COPA cannot carry out its function without infringing the copyright which subsists in the White Paper since the basis for that inability is not explained in the Particulars of Claim and is not known to Dr Wright.
  - (3) Paragraph 53 of the Particulars of Claim is otherwise not admitted.
77. Paragraph 54 of the Particulars of Claim is denied. The Particulars of Claim do not properly explain why Dr Wright’s White Paper is essential to COPA or to any of the other persons mentioned.
78. As to paragraph 55 of the Particulars of Claim: (a) it is admitted that Dr Wright’s White Paper describes certain key concepts of Bitcoin but the first sentence is otherwise not admitted; (b) the second sentence is admitted; (c) the third sentence is not admitted; (d) the fourth sentence is denied—Bitcoin is not properly described as a cryptocurrency and it is not clear what is meant by the “cryptocurrency sphere”.
79. With regard to paragraph 56 of the Particulars of Claim—
  - (1) It is admitted and averred that Dr Wright is involved in Bitcoin, also known as Bitcoin Satoshi Vision or Bitcoin SV. Bitcoin SV has the ticker symbol BSV.
  - (2) It is admitted and averred that Bitcoin SV is node software which implements the Bitcoin protocol, and which is an evolution of the Bitcoin Code released by Dr Wright in 2009 in accordance with the principles set out by Dr Wright in his White Paper.
  - (3) Paragraph 56 of the Particulars of Claim is otherwise denied.
80. Paragraph 57 is denied: it is not clear what is meant by “Bitcoin” in this context. If COPA’s case is that the digital asset known as “Bitcoin Core” is Bitcoin as described and envisaged in Dr Wright’s White Paper and implemented in the Bitcoin Code and the Bitcoin Software he released in January 2009 such is denied. Such Bitcoin is Bitcoin SV.



81. It is admitted that Dr Wright made the statement set out in paragraph 58 of the Particulars of Claim in a blog post of 29 January 2021. Paragraph 58 of the Particulars of Claim is otherwise denied. In particular, it is denied that the threats of legal action have been used to publicise or promote Bitcoin.

82. Paragraph 59 of the Particulars of Claim is denied.

**Response to further facts and matters relied upon by COPA**

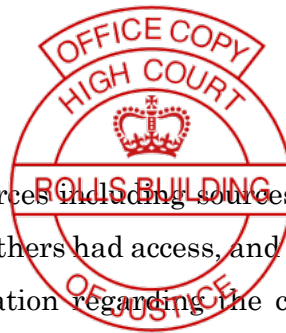
83. With regard to paragraphs 61 and 62 of the Particulars of Claim—

- (1) It is denied that Dr Wright has publicly asserted that he can prove that he used the pseudonym Satoshi Nakamoto by reference to the Genesis Block. It is further denied that anyone could have “control” over the Genesis Block.
- (2) It is not clear from paragraph 61.1 what “private key” is referred to. There has been a public discussion of a key created in 2011 after Dr Wright “retired” his Satoshi Nakamoto persona. The key was created by a person or persons unknown. Therefore, control, command or ownership of that key has no probative value as to the identity of Satoshi Nakamoto.
- (3) It is admitted and averred that at one time Dr Wright had access to the private keys associated with the earliest blocks in the Bitcoin Blockchain. He no longer has such access.
- (4) It is admitted and averred that at one time Dr Wright had access to and control over the following email accounts used by him under the pseudonym Satoshi Nakamoto: [satoshi@vistomail.com](mailto:satoshi@vistomail.com) and [satoshin@gmx.com](mailto:satoshin@gmx.com). He no longer has such access or control.
- (5) It is denied that Dr Wright ever had access to or control over the account on the “BitcoinTalk” forum known as “Satoshi”. The account was created by other persons after Dr Wright ceased to operate under the pseudonym Satoshi Nakamoto in April 2011.

Paragraphs 61 and 62 of the Particulars of Claim are otherwise denied.



84. With regard to paragraphs 63 to 65 of the Particulars of Claim—
- (1) Findings or rulings made in the Kleiman Litigation are of no relevance to and are inadmissible in these proceedings. Therefore paragraphs 63 to 65 of the Particulars of Claim fall to be struck out.
  - (2) Without prejudice to that contention—
    - (a) It is admitted that Magistrate Judge Reinhart and District Judge Bloom made the statements set out.
    - (b) It is not clear what documents Magistrate Judge Reinhart was referring to as being “fraudulent” or “contradicted” as no such documents were specifically identified by the Magistrate Judge.
    - (c) Dr Wright does not accept the conclusions of Magistrate Judge Reinhart or of District Judge Bloom in so far as they pertain to his conduct or credibility in the Kleiman Litigation.
    - (d) District Judge Bloom subsequently ordered that all judicial findings about Dr Wright, including but not limited to the findings made by her and Magistrate Judge Reinhart, be excluded from evidence at the trial of the Kleiman Litigation.
85. With regard to paragraphs 66 and 67 of the Particulars of Claim, notwithstanding that the allegations fall to be struck out as inadmissible and irrelevant—
- (1) Dr Wright fulfilled his obligations under US discovery rules and the court’s rulings in the Kleiman Litigation to produce every document that produced a “hit” on certain search terms, regardless of any document’s potential relevance or irrelevance to the issues in dispute in the Kleiman Litigation. Dr Wright produced over 226,000 documents that hit on the agreed-upon



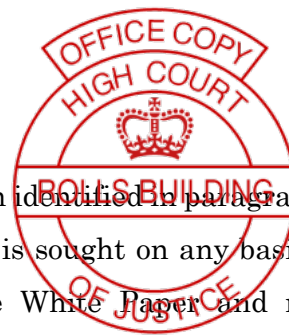
search terms from a variety of sources including sources which were shared with others, to which others had access, and sources where he had and has no information regarding the chain of custody or how the materials were taken from their original media.

- (2) It is admitted that one of the documents produced was an email dated 20 December 2012. The relevance of this email to these proceedings is not explained in the Particulars of Claim.
- (3) Upon ascertaining that there could be issues concerning the date of the email, Dr Wright withdrew any reliance on the email in support of his case.
- (4) The allegation that Dr Wright intentionally produced or created a false email is without substance and is denied.
- (5) Paragraphs 66 and 67 of the Particulars of Claim are otherwise denied and any adverse inferences COPA seeks to draw from the allegations made are also denied.

### **Relief sought**

86. It is admitted that COPA seeks the declarations listed under paragraph 68 of the Particulars of Claim and to the extent identified in paragraph 69 of the Particulars of Claim. It is not entitled to any of them.
87. With regard to the remaining allegations made in paragraph 69 of the Particulars of Claim it is admitted that the Berne Convention provides for a certain degree of harmonisation of copyright laws amongst signatory countries.
88. The declaration identified in paragraph 68.1 of the Particulars of Claim appears to have nothing to do with copyright law, unless some special meaning is attributed to the word “author” beyond the fact that Dr Wright wrote and was responsible for the intellectual creativity embodied in the White Paper.



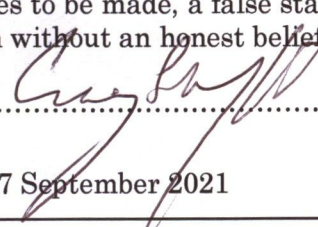


89. It is not clear on what basis the declaration identified in paragraph 68.2 of the Particulars of Claim is sought if it is sought on any basis other than that Dr Wright did not write the White Paper and none is explained. It is admitted that if a court shall find that Dr Wright did not write the White Paper or at least contribute a substantial part to the writing of the White Paper, he cannot own any copyright in it.
90. It is not clear on what basis the declaration identified in paragraph 68.3 of the Particulars of Claim is sought if it is sought on any basis other than that Dr Wright did not write the White Paper and none is explained. It is admitted that if a court shall find that Dr Wright did not write the White Paper or at least contribute a substantial part to the writing of the White Paper, he cannot own any copyright in it and therefore there can be no question of infringement of copyright belonging to Dr Wright in the White Paper. However, the declaration refers to “any copyright owned” by Dr Wright. If by that is meant copyright in the White Paper, then the basis for the declaration sought is not apparent.
91. Therefore, at present and at least pending clarification of COPA’s case, it is not admitted that the English Courts are a convenient or appropriate place to determine all the issues which COPA seeks to raise.
92. Paragraph 70 of the Particulars of Claim is admitted. Dr Wright wrote the White Paper, owns the copyright which subsists in it and is entitled to enforce that copyright.
93. It is admitted that the COPA seeks injunctions of the kind summarised in paragraph 71 of the Particulars of Claim. No basis for the granting of such injunctions is provided or exists and, in any event, the relief sought would, if granted, infringe Dr Wright’s rights to freedom of expression pursuant to Article 10 of the European Convention on Human Rights. The claims to such injunctions therefore fall to be struck out.



94. It is admitted that COPA seeks dissemination of any judgment made in this case. It is not entitled to such relief. However, having regard to the allegations made by COPA in its Particulars of Claim, Dr Wright will be entitled to and will seek a corresponding order in relation to any judgments or orders in his favour which are made in this case.
95. In the premises COPA is not entitled to the declarations, injunctions or other orders it seeks or to any other form of relief.

**MICHAEL HICKS**  
(Defence as served and Amended Defence)

<p><b>Statement of truth</b></p> <p>I believe that the facts stated in this <u>Amended</u> Defence true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.</p> <p>Signed.....  ..... Dr Craig Steven Wright</p> <p>Date: 27 September 2021</p>
--

Served by ONTIER LLP, Halton House, 20-23 Holborn, London EC1N 2JD  
(reference: PF/SC/WRI2.31) solicitors for the Defendant.

Re-served by ONTIER LLP, Halton House, 20-23 Holborn, London EC1N 2JD  
(reference: PF/SC/WRI2.31) solicitors for the Defendant.