

EOS Pacific makes every effort to contribute our EOS community and proposed some revisions to current constitution version for discussion.

**0. Preamble**

All accounts created or naturalized in the EOS and subject to the jurisdiction thereof, are Members of the EOS and of the communities wherein they reside. We the Members of the EOS, in order to form a more perfect union, establish justice, insure domestic tranquility, provide for the common defense, promote the general welfare, and secure the blessings of liberty to ourselves and our prosperity, do ordain and establish this Constitution for the EOS.

**1. Article I – No Offense**

Nor shall any Member intentionally, knowingly, or recklessly commit an offense to another Member. Lawful prosecution of crimes with the goal of preserving or protecting life, liberty, or property does not constitute committing an offense.

**2. Article II – No Perjury**

Each Member shall be liable for losses arising from making any false or misleading statement. Each Member shall fully disgorge any profit resulting from making such false or misleading statement.

**3. Article III – Property Rights**

Nor shall any Person deprive any Member of private property without due process of law. Nor shall private property of any Member be taken for public use, without just compensation. Nor shall any Person deny to any Member the equal protection of the laws.

**4. Article IV – No Vote Buying**

Nor shall any Member offer or accept anything of value in exchange for a vote of any type. Nor shall any Member unduly influence the vote of another. Nor shall any vote under duress or undue influence be valid.

**5. Article V – No Fiduciary**

Nor shall any Member or EOS token holder have fiduciary duty to EOS. Nor shall any Member authorize any Person to hold assets, finance, or enter into contractual relationship on behalf of all or any of EOS token holders. This blockchain has no owners, managers, or fiduciaries. Nor shall any Member have beneficial interest in more than ten percent (10%) of the outstanding EOS tokens.

**6. Article VI – Punitive Damages**

Each Member agrees that punitive damages for breach of contract may include, but not limited to, substantial fines, loss of account, nullification of transactions, and other punitive damages.

**7. Article VII – Open Source**

Each Member who distributes a smart contract on this blockchain shall be a Developer. Each Developer shall publicize his smart contracts via a free and open-source license, and each smart contract publicized shall be documented with a Ricardian Contract stating the intent of all parties and designating the Arbitral Tribunal that will resolve disputes arising from that contract.

**8. Article VIII – Language**

Multi-lingual contracts must specify one prevailing language in the event that a dispute arises therefrom. English shall be the default language if there is no prevailing language specified. The author of any translation shall be liable for losses, if any, arising from his false, misleading, or ambiguous translations.

**9. Article IX – Dispute Resolution**

All Members agree that, in the event that a dispute arises and the Parties are unable to resolve it, then the dispute shall be settled and determined by binding arbitration, as the default remedy. The dispute shall be determined and resolved by a tribunal composed of three arbitrators. Each Party shall appoint one arbitrator, and the two arbitrators previously appointed shall appoint the third arbitrator, who shall act as the chairman of the tribunal. The Parties may resort to other dispute resolution mechanism, such as, litigation or mediation, should they mutually agree to choose to do so.

**10. Article X – Choice of Law**

This Constitution shall be interpreted, construed, and enforced in accordance with the Maxims of Equity.

**11. Article XI – Amending**

This Constitution and its ancillary documents may not be amended except by a vote of the token holders representing no less than fifteen percent (15%) of the outstanding tokens entitled to vote and the number of “Yes” vote is at least ten percent (10%) more than the number of “No” vote.

**12. Article XII – Publishing**

Each Member may publish information to this blockchain only if he is entitled to publish such information. Each Member may permanently and irrevocably retain a copy of, analyze, and distribute all transactions and derivative information that have been duly published.

**13. Article XIII – Informed Consent**

Each service provider who produces tools to facilitate the construction and conclusion of transactions on behalf of applicable Members shall present to such Members the terms and conditions of the full Ricardian contract under this Constitution and other related contracts. Service providers shall be liable for losses, if any, resulting from failure to disclose the terms and conditions of the full Ricardian contract to applicable Members.

**14. Article XIV – Severability**

If any clause of this Constitution is illegal, invalid, or unenforceable under any present or future law, the remainder of this Constitution will not be affected thereby. If any such clause is held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a clause as similar in terms to such clause as is possible to make such clause legal, valid, and enforceable.

**15. Article XV – Termination**

Three (3) years after a Member's last concluded transaction is recorded on this blockchain, such Member is automatically discharged from all retroactive obligations under this Constitution. In the event that an account is inactive for consecutive three (3) years, such account may be put up for auction and the proceeds derived therefrom may be redistributed to all Members in accordance with the applicable rules then in effect for such redistribution.

**16. Article XVI – Indemnification for Developers**

Each Member agrees to defend, indemnify, and hold harmless software developers for and against any loss, damage, claim, or obligation which results from, arises out of or in connection with such developer's negligence, except for gross negligence or willful misconduct.

**17. Article XVII – Consideration**

All rights and obligations under this Constitution are in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all Members.

**18. Article XVIII – Acceptance**

A contract is deemed to be accepted when: (i) a Member concludes a transaction which incorporates a TAPOS proof of a block whose implied state incorporates an ABI of said contract and (ii) said transaction is recorded unto this blockchain.

**19. Article XIX – Counterparts**

This Constitution may be established in multiple counterparts, each of which will be an original instrument, but all of which will constitute one agreement.

**20. Article XX – Interim Constitution**

This Constitution is interim and is intended to remain in effect until the final Constitution is drafted, ratified and promulgated in a referendum.