

\$1M vaccine safety bet term sheet

Revised: Feb 20, 2022

First, let's be clear about one thing: the whole point of this document is to show that **nobody will bet any serious money that the CDC is telling people the truth.**

So I'm not trying to prove I'm right about 150K deaths. We can do that later. I only want to prove a much simpler proposition:

1. That the vaccines are so deadly that they should be stopped because they kill more than 1 person per million fully vaccinated
2. That nobody on the planet actually believes that the CDC is telling the truth

The point of the bet is to show that nobody believes what the CDC is saying that the two mRNA vaccines haven't killed anyone.

The bet is whether fewer than 1,000 people have been killed by the two mRNA COVID vaccines in America prior to November 1, 2021.

NOTE:

1. I am happy to negotiate the terms of this bet if you don't like the proposed terms and can suggest changes that make the contract more neutral to both parties.

TO ACCEPT THESE TERMS OR OFFER COUNTER OFFER

1. Have your attorney contact my attorney using the contact info below.

TERMS

1. This is a social bet between 2 parties where both parties bet \$1M USD that they are right.
2. Party A (Steve Kirsch) is betting that the mRNA COVID vaccines (Pfizer, Moderna) have killed > 1,000 people as of Nov 1, 2021, that these vaccines are the most likely cause of more than 1,000 excess deaths.
3. Party B ("the challenger") is betting there are **<1,000 excess deaths due to these vaccines** in the same period of time, i.e., the vaccines are "relatively" safe and should not be stopped.
4. Thus, one side says it is very safe, the other side says it is very dangerous.
5. Excess deaths are thus those deaths that are due to a cause other than what would be expected to happen naturally.
6. The parties confirm that the state they reside in allows social bets.
7. This agreement shall be governed by the laws of the State of California.
8. The bet shall be adjudicated by a 3 person "jury" of retired judges. Each party shall appoint a retired judge of their choice, and those two judges shall appoint 3 retired

judges who are not vaccinated and who are mutually agreeable to both of the judges. The appointed judges shall then recuse themselves leaving the 3 mutually agreeable "jurors."

9. All jurors shall be instructed to exercise their duty as a neutral finder of facts and to recuse themselves if they feel they cannot be unbiased.
10. Each juror shall decide whether it is more likely that A is correct or B is correct.
11. There is a payout only if the jurors are unanimously in agreement that one of the parties is correct. Otherwise, it is a draw and monies are returned.
12. Once this term sheet is signed by both parties, both parties shall enter into good faith negotiations to develop a formal definitive agreement incorporating these terms. Parties shall respond promptly to changes from the other side.
13. Within 5 days of signing the definitive agreement, both parties shall send \$1M to their respective attorneys to hold in escrow pending the outcome of the proceeding. The funds will be returned to the parties if there is no resolution within 30 days after the agreement has been signed by both parties. Similarly, if any party fails to meet the deposit deadline, the funds shall be returned to all parties and the agreement will be terminated.
14. Evidence used to convince the jurors is unrestricted.
15. Each party shall have a total of 2 hours of talking time to present their case.
16. A coin flip decides who starts.
17. Each side shall have 20 minutes to question the other party. Then it alternates to the other side.
18. There shall be a 1 hour break after the first 2 hours.
19. The time may be extended with agreement by both parties at any time for any length
20. The presentation for the jurors shall be done in recorded zoom calls.
21. The jurors may ask questions of the parties at any time. The questions from the jurors and the answers shall not be clocked.
22. Documents can be submitted to the jurors to read. Up to 50 pages total for each party.
23. The parties may bring in expert witnesses into the conversation.
24. The parties may question each other and their expert witnesses. All talk time will be clocked against the party talking.
25. The methods of proof shall not be limited.
26. The discussions shall be recorded and available for public use except where noted.
27. Parties can talk for as long as they like before yielding to the other side. They will only be "charged" for the time they have "the floor."
28. We reserve the right to change this term sheet at any time prior to acceptance.
29. Before the appointment of the judges and the juror selection process, the parties agree to try to resolve the dispute by a recorded zoom video conference that either party can use for any purpose for a total of 3 hours. Time can be extended by mutual consent. So one party can show the other he'll win, and then offer a reduced settlement to the other party, for example. This saves time and saves money.
30. This offer shall expire on April 31, 2022 and may be revised at any time prior to acceptance.

To accept:

1. Please have your attorney contact my attorney:

John Brown JBrown@cornerlaw.com +1 (415) 999-9551