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**Abbreviated Procedure 1/2021.**

About: Rewards or rewards in Bamboo DeFi liquidity pool. From:  
PLAINTIFF.  
Against BAMBOO DEFI.

In Madrid, 10th November 2021.

**ARBITRAL AWARD**

Issued by the Arbitrator Mr. OSWALDO TORRES HERNÁNDEZ, Member of the ICATF Bar Association of Santa Cruz de Tenerife, Collegiate 4.013 in the abbreviated arbitration procedure submitted to the Court of Arbitration with the file number referred to in the margin followed between:

On the one hand, THE PLAINTIFF of legal age and D.N.I nº DNI XXXXXXXXXXXX-X,

On the other hand, BAMBOO DEFI, represented by THE DEFENDANT, of legal age, with ID XXXXXXXXXXXX-X.

The parties have indicated their respective e-mail addresses for notification purposes.

**BACKGROUND**

1º.- By letter presented at the offices of the Court of Arbitration of the Blockchain Arbitration Society (BAS) on *November 5, 2021* by *THE CLAIMANT*, the intervention of this Court is requested for the appointment of an arbitrator and administration of the arbitration, against whom it was duly evacuated, and the Arbitral Tribunal then proceeded to the appointment of the undersigned arbitrator.

On *5 November 2021*, in accordance with the Rules of the Arbitral Tribunal, the



corresponding act of commencement took place, the minutes of which were signed as a sign of



The parties' representatives, the undersigned arbitrator in equity and the parties' representatives have agreed to the same.

Prior to the initiation of the present proceedings, the Secretariat has checked:

1.- That the plaintiff is the user of the wallet that gives rise to the claim in these proceedings (as a liquidity provider).

It has confirmed that the person representing the defendant Bamboo Defi, does so having the capacity to do so. Among other documents, this is stated in Bamboo Defi's own whitepaper.

In the aforementioned act of commencement, the parties were notified of the appointment and acceptance of the arbitrator, the timetable for the proceedings was determined and it was agreed to set a deadline of *12 November 2021* for the issuance of the award.

In accordance with the above-mentioned timetable of proceedings, the parties filed their first pleadings and second pleadings in reply, which are on the file.

3°.- The claims of the parties formulated in their corresponding pleadings were as follows.

The plaintiff considers that by providing liquidity, without having withdrawn previous rewards (obtained in said pool), he has lost the aforementioned bamboos. Specifically a gain announced in the protocol of 39.1871 bamboos, as can be seen from the photo and video that accompanies his letter. These bamboos are the object of the present claim. Therefore, the plaintiff requests the BAS to admit the present petition and to give him cause, in the Spanish language, to request Bamboo Defi to reintegrate the 39,1871 Bamboos to his wallet; and also that Bamboo Defi fixes the problem of losing the accumulated Bamboos in a pool when more liquidity is provided.

The defendant, Bamboo Defi, in summary points out that the aforementioned bamboos under discussion (39,2995) are remitted from a contract called "zoopkeper" to the wallet of the plaintiff. And that this is precisely what is stated in the bscscan cited by the plaintiff himself. And that for this reason, the petition is meaningless and should be dismissed. Therefore, Bamboo DeFi has nothing to repair in its protocol.

4° - Following the calendar of proceedings, both parties filed their briefs with their evidence, and the undersigned arbitrator declared all the proposals to be relevant. The parties were summoned to all the evidence and were heard. Both parties also consider that it is not necessary to hold a hearing.



All the public and private documents submitted with the pleadings, as well as those submitted subsequently during the arbitration proceedings, have been accepted by the arbitrator in equity, and the proposed evidence has been taken.

5°.- From the claims of the parties it is clear that the object of the present arbitration procedure is focused on the following **QUESTIONS TO ANALYZE** if the Bamboo Defi protocol contains an error in the liquidity pools to which liquidity was previously provided, having previously generated rewards in bamboos. It is when liquidity is provided again when the bamboos are no longer seen in the "rewards" section. For the plaintiff it would be a disappearance of such bamboos, as a "burn" of the token. For the defendant this is not the case, but the bamboos are directly deposited in the wallet of the liquidity provider.

The documents provided show that the plaintiff is the user or holder of a wallet that interacts with the Bamboo Defi protocol. And in turn, Bamboo Defi is a DeFi protocol, which offers "liquidity mining", that is to say, it rewards with bamboos when liquidity is contributed to its protocol.

With regard to costs, in accordance with the agreement between the parties and the Court, they shall be paid as follows: the arbitrator's fees shall be paid before the proceedings by both parties. The party whose claim is upheld (either by upholding or rejecting the claim) may claim from the other party the fees it has had to pay to the arbitrator. As there are no lawyers present, there is nothing to be said about their fees.

### **ENACTING PART**

In relation to the foregoing and based on the conviction that, to the best of its knowledge and belief, it has formed on the issues that are the subject matter of these proceedings and the subject matter of the arbitral decision, **THE SINGLE ARBITRATOR OF EQUITY DECIDES:**

-1°-

It is appropriate to begin by quoting Bamboo Defi's whitepaper which defines some of the concepts that will be used to resolve the present litigation.

Bamboo DeFi is defined on page 15 of the whitepaper as a "*collaborative platform subject to the IEO (as this term is defined below) described in this Whitepaper, through which users of the platform can make use of services such as: YieldFarming + Yieldfarming with time locking; Staking + Staking with time locking; voting systems; providing liquidity to pools; receiving raindrops*".



In addition, "liquidity pools" are defined on page 23, and in the document available to the public on the bamboo website defi<sup>1</sup>. In conceto it states:

**Liquidity Pools**

*BambooDeFi liquidity providers are rewarded with a pro-rata share of the trading fees generated by each pool to which they provide liquidity. However, unlike the other DEFI's, liquidity providers will continue to receive a share of the trading fees even after they have withdrawn their liquidity from the pool as long as the liquidity exceeds the 60-day period.*

*Each trading pair will have a commission of 0.3%, this commission will be exchanged to BAMBOO and then distributed to the past and present liquidity providers of each pool.*

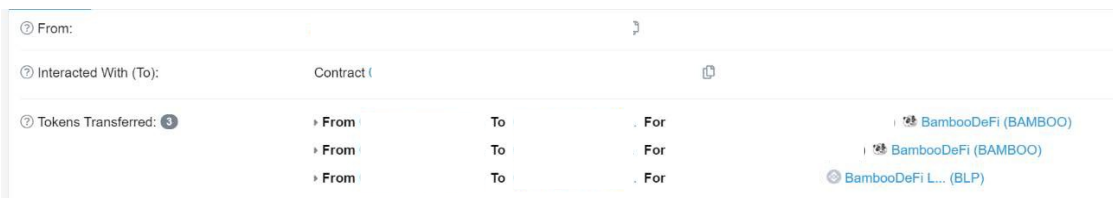
-2°-

The present dispute must be based on the evidence provided by the parties, in particular the movements that are credited to bscscan, relating to the blockchain called BSC (binance Smart chain).

The blockchain is a *distributed ledger technology* and, in particular, blockchain technology, which is based on public key cryptography, allows the creation of an unalterable and managed register in a completely decentralized way.

The detail of the transaction is reflected on this page: <https://bscscan.com/>

What is contained therein enjoys a veracity that none of the intervening parties can alter, and therefore, that has for the purposes of proof, in my opinion, an absolute value.



From the above-mentioned BSC transaction what is on record is that:

x<sup>1</sup> 106e forwards the bamboos to another address.

<sup>1</sup> <https://www.bamboodefi.com/assets/bamboo-whitepaper-en.pdf>



Specifically to the:

i.e. the actor's wallet.

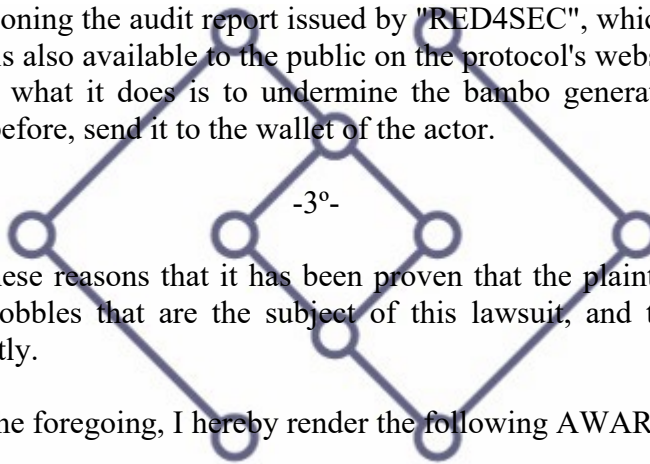
The protocol is a DeFi is organized through smartcontracts that execute orders, regardless of who carries them out, that is to say, in an automated way, and without the possibility of error.

It should be noted that Bamboo Defi is organized with the so-called "zookeeper", who is the one who executes the contributions of liquidity and sending rewards. This is the case of the aforementioned addressEn

What is becoming more concrete is the perception of more liquidity, with the "seeds" or "BLP", Bamboo Liquidity Provider.

In turn, it forwards the rewards obtained so far to the actor's wallet.

It is also worth mentioning the audit report issued by "RED4SEC", which is a guarantee for the user. This report is also available to the public on the protocol's website. In it is reported that the "zookeeper" what it does is to undermine the bambo generated as reward. And ultimately, as I said before, send it to the wallet of the actor.



It is for all these reasons that it has been proven that the plaintiff perceived in his wallet the reward wobbles that are the subject of this lawsuit, and that Bamboo Defi's protocol acted correctly.

By virtue of the foregoing, I hereby render the following AWARD:

Dismiss the two petitions made by the plaintiff, and acquit BAMBOO DEFI of such petitions, with express condemnation of costs to the plaintiff in the terms agreed at the beginning of these proceedings and accepted by both parties.

In Madrid on 10 November 2021.