



# RGB TOKEN (REVENA GENIUS BOND) ISSUANCE AND MANAGEMENT AGREEMENT



**Between the undersigned :**

1. **REVENA SA**, a public limited company (société anonyme) with its registered office at 1162 St-Prex, Switzerland, registered in the Swiss Commercial Register.
2. **The holders of RGB Tokens** (hereinafter referred to as the "Holders").

**The following has been agreed upon :**

## **Article 1: Purpose of the Agreement**

This agreement governs the issuance, management, and rights attached to the **RGB Tokens (REVENA Genius Bond)**, in accordance with Article 657 of the **Swiss Code of Obligations** concerning the '**Dividend rights certificates**' ([CO art 657 link](#)).

**RGB tokens** are a type of **RWA** (Real World Asset). Under Swiss law, as defined by **FINMA** (the Swiss Financial Market Supervisory Authority), they can be classified as **asset-backed tokens**.

**RGB tokens** do not permit trading or market-based price discovery, relying instead on direct **peer-to-peer exchanges** with seller-defined pricing, much like a traditional marketplace. This structure means they are **not subject to FinSA/FinIA rules**.

**RGB** represents Real World Assets (**RWA**), like real tokens, these are always whole numbers, never fractional. Mirroring physical certificates, these tokens do not support supply-reducing **burns, buybacks, or staking rewards**.

## **Article 2: Issuance of RGB Tokens**

1. **Issuance Decision:** The issuance of RGB Tokens was approved by the **Extraordinary General Meeting of February 8, 2025**, in St-Prex, upon the proposal of REVENA SA's Board of Directors.
2. **Issued Quantity:** 200,000,000 (two hundred million) dividend rights certificates in the form of RGB Tokens are issued on multiple blockchains.
3. **Company Statutes:** The definition of RGB Tokens is included in REVENA SA's article 8 of the company statutes, filed with the Swiss Commercial Register.
4. **First delivery to holders:** According to Article 657 of Swiss law, **RGB tokens** will be distributed to individuals who actually contribute to **development, deployment and improvement** of REVENA's projects (such as UUnivers).

## **Article 3: Rights Attached to RGB Tokens**

1. **Specific Dividend:** RGB Token holders are entitled to a **20% share of the total dividends** distributed by the company.
2. **No Voting Rights:** RGB Tokens do not constitute equity capital and do not grant voting rights in the company.
3. **Consultative Voting Rights:** RGB Tokens grant **consultative voting rights** exclusively for company projects (e.g., UUnivers and others).

4. **No Preferential Subscription or Liquidation Rights:** RGB Tokens **do not grant** preferential subscription rights or rights to liquidation proceeds.
5. **REVENA's compliance with Swiss AML regulations necessitates KYC verification** for token holders receiving financial distributions (e.g., dividends). Holders using tokens solely for votation are exempt from this requirement.

#### **Article 4: Characteristics of RGB Tokens**

1. **Transferability:** RGB Tokens are **transferable and tradable** at the discretion of their owners.
2. **Inheritance:** RGB Tokens can be **inherited** by the rightful heirs of the holders.

#### **Article 5: Management of RGB Tokens**

REVENA SA is responsible for managing RGB Tokens in compliance with this agreement and the company's statutes articles.

#### **Article 6: Information and Control Rights**

Holders have **consultative voting rights** (online).

The dividend rights certificates does **not** confer any other rights.

#### **Article 7: Amendment of Articles of Association**

Any modification to the articles of association concerning RGB Tokens must be approved by an **Extraordinary General Meeting** and communicated to holders.

#### **Article 8: Disputes**

In case of disputes regarding the interpretation or execution of this agreement, the parties agree to refer to the **Swiss Code of Obligations**, with final recourse to the **competent courts of the Nyon Region**.

#### **Article 9: Applicable Law**

This agreement is governed by **Swiss law**.

#### **Article 10: Duration of the Agreement**

This agreement takes effect upon its **deployment on the Ravencoin blockchain** and remains valid until the **dissolution of the company** or a modification of the **articles of company statutes** concerning RGB Tokens.

Done in St-Prex, Switzerland, on March 1, 2026.

**REVENA SA**

*Represented by: Chairman of the Board of Directors*