



R&D PROJECT WIKIDEAL.NET

Swiss Fiscal & Legal Framework Study

WikiDeal Financial Management System

Legal qualification of contributions as donations to an applied Research and Development (R&D) program of public interest, tax treatment of contributor rewards, and regulatory positioning under Swiss federal and cantonal law

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Imagination, Théo Bondolfi for Yinternet.org Foundation

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WORK PACKAGE WP04 · FOR REGULATORY AND AUDIT PURPOSES

This document is intended for Yinternet.org Foundation board members, auditors, legal counsel, and Swiss supervisory authorities.

Recommendation

This study should be presented to **one or more licensed attorneys or jurists** for formal legal opinions (*avis de droit*) covering tax law, financial market regulation, and foundation supervisory law. Multiple independent opinions are recommended. The study itself is a preliminary internal analysis; the model it describes is the one that should be submitted to legal counsel for recognition, refinement and completion.

Synthesis — Recommendation

A **donation-with-reward appeal** is considered applicable under **Civil Code Art. 239** (donation). On this basis, WikiDeal can **start a crowdfunding fundraising appeal immediately** and use the proceeds to fund a second stage of deeper, more specific validation of the project's more complex aspects.

Concretely, raising a **first tranche of CHF 200,000 (Stage 1A)** — a milestone within the CHF 1,000,000 Prototype 1, itself structured in two stages (1A and 1B) — carries **no material risk** and falls clearly within crowdfunding policy: it combines the donation qualification (CC Art. 239) with the FINMA Sandbox protection (Banking Act Art. 6(2)).

In order to refine, complete and verify the other aspects of the project — notably **progressive democratic transition, support percentages, taxation of gains, utility tokens, and individual contracts** — it is recommended that a **series of questions based on this study be submitted to attorneys**, who can recognise, clarify and complete them. The answers will, in turn, support a **second appeal after the first million**. This legal review is conducted in parallel as due diligence, not as a precondition to starting.

✓ Synthesis: The project can proceed immediately

- **FINMA Sandbox protection:** Round 1 targets CHF 1,000,000 — at the FINMA Sandbox ceiling of CHF 1,000,000 (Banking Act Art. 6(2)), which permits accepting public deposits up to that amount without a banking license. No banking license is required. No regulatory pre-approval is needed.

- **No prospectus required:** FinSA Art. 36(1)(b) exemption (<500 investors) and Art. 36(1)(e) exemption (<CHF 8M/12 months) both apply. Round 1 targets ~100 contributors.
- **5% value increase not active:** The 5% annual value increase mechanism — the only element requiring closer regulatory scrutiny — will **not be activated before Round 2**. During Round 1, there is no interest-like component whatsoever.
- **Pure donation model:** Contributions are structured as donations (CC Art. 239) with no repayment obligation, no guaranteed reward. Cash Rewards are given as tokens of gratitude, not sold; the Cash Rewards distributed to early supporters are funded by platform subscription revenue, within a global cap of CHF 50 million.
- **No collective investment scheme:** CISA Art. 7 does not apply — no pooled capital, individual contracts only.
- **Tax-exempt foundation intact:** The Yinternet.org Foundation's tax-exempt status is not jeopardized by the operational mandate to the WikiDeal Association.

Conclusion: For the first CHF 200,000 (Stage 1A of Prototype 1), the risk is close to zero: this is a standard fundraising operation. A verification is nonetheless already built into this first fundraising stage; further, more specific studies — in particular on the taxation of reward collection — can follow in a second stage. The legal review can be conducted in parallel as a matter of due diligence rather than as a precondition.

A Generic Mechanism for Platform Deprivatization

This study describes a **generic mechanism** for the **deprivatization and reappropriation by users** of a digital platform — encompassing its governance, management, policies, finances, and day-to-day operations. The mechanism is designed as a **pilot experiment** applicable to any marketplace where contracts are signed and ecosystems exist: transportation, housing, volunteering, local planning, ethical commerce, and beyond.

The mechanism is structured as an **applied research and development program** divided into two distinct phases, each operated by a separate non-profit entity:

Yinternet.org Foundation — Incubation

Research, prototype development, contributor base building, legal and governance framework. Operated by a **tax-exempt foundation**. All activities are non-commercial. Financial contributions are donations with no guarantee of reward.

WikiDeal Association — Operations

Marketplace operations, user onboarding, transaction processing, community project management. Operated by a **non-profit association** under a formal mandate from the foundation. All services are provided at cost with full transparency on fund allocation.

Both entities are non-profit. Both operate at cost. Both publish full financial transparency. The separation ensures that the foundation's research mission is never contaminated by operational activities, and that the association's marketplace operations are never confused with the foundation's governance role.

This model follows established precedents in internet governance and digital commons management — all operating at cost, without speculation, with extremely low overhead:

- **W3C (World Wide Web Consortium)** — maintains web standards through member-funded, at-cost operations
- **Wikimedia Foundation** — operates Wikipedia and sister projects through donations, at-cost infrastructure, full transparency

- **TCP/IP Protocol governance (IETF/ISOC)** — the foundational internet protocol is maintained by non-profit entities through consensus-based, at-cost governance with net neutrality principles

The common principle: **at-cost billing, no speculation, full transparency, user governance.**

This documentation package comprises **three distinct reports:**

#	Report	Scope
1	Fiscal & Legal Framework — Cash Rewards (Chapters 1–5, 7–11)	Donation model, contributor rewards, tax treatment, regulatory positioning by institution, annual report indicators, combined scenarios, recommendations
2	Fiscal & Legal Framework — Operations (Chapter 6)	Exploitation phase: VAT on commissions, brokerage model, foundation–association cost structure, structural options (association / cooperative / foundation), devil's advocate analysis
3	Financial Contribution Report (Appendix C)	Full operational description: contribution framework, bonding curve, reward paths, Cash Reward system, Exit to Community, comparative study, development plan

Questions for Legal Experts — Hypotheses Retained

Expected response format: Yes / No + reasoning and/or analysis and/or conditions and/or procedure and/or risk assessment.

The "Hypothesis Retained" column presents the project team's preliminary legal position, submitted for independent expert validation within Phase 1 of the project (Pre-launching Beta — Global Ecosystem Genesis).

Part 1 — Cash Rewards & Contribution Model

Ordered by lifecycle sequence: qualification → exemptions → tax → inheritance → governance.

Question for Legal Experts	Hypothesis Retained
<p>T1. Are contributions structured as donations — with no repayment obligation, no guaranteed reward — correctly qualified under Swiss law?</p>	<p>Yes. Civil Code (CC) Art. 239 applies. No repayment clause, no guaranteed counterpart. Rewards are discretionary. Donation qualification is correct.</p>
<p>T2. Do WikiDeal Cash Rewards — non-transferable, non-tradeable, with no guaranteed value — constitute securities?</p>	<p>No. Financial Services Act (FinSA) Art. 3(b) and Financial Market Infrastructure Act (FMIA) Art. 2(b) do not apply. Cash Rewards are utility tokens, not securities.</p>
<p>T3. Does the contribution model fall within a collective investment scheme?</p>	<p>No. Collective Investment Schemes Act (CISA) Art. 7 does not apply. No pooled capital, no common fund. Each contribution is an individual donation with a separate contract.</p>
<p>T4. Do the FinSA exemptions apply, even in a worst-case recharacterization? (Art. 36(1)(b): <500 investors; Art. 36(1)(e): <CHF 8M/12 months)</p>	<p>Yes. FinSA Art. 36(1)(b) and Art. 36(1)(e) both apply. Round 1 targets ~100 contributors and CHF 1,000,000 — well below both thresholds (<500 investors; <CHF 8M/12 months).</p>
<p>T5. Does the FINMA Sandbox apply if contributions were recharacterized as deposits?</p>	<p>Yes. Banking Act (BankG) Art. 6(2) applies. Round 1 targets CHF 1,000,000 — at the CHF 1M sandbox ceiling (deposits up to CHF 1M permitted without authorization). No banking license required.</p>
<p>T6. Is the 5% annual value increase on Cash Rewards "interest" in the banking sense?</p>	<p>No. The 5% increase is discretionary, non-guaranteed, suspendable by the board. Not a contractual interest obligation under BankG. Not activated before Round 2 — irrelevant during sandbox-protected Round 1.</p>
<p>T7. Are contributor rewards taxable as "other income"? Does withholding tax apply?</p>	<p>Income tax: yes. Withholding tax: no. Direct Federal Tax Act (DBG) Art. 23 applies. Withholding Tax Act (VStG) Art. 4 does not apply — rewards are not dividends, deposit interest, or lottery winnings.</p>
<p>T8. Is Yinternet.org Foundation's tax-exempt status jeopardized by the WikiDeal mandate?</p>	<p>No. The Foundation mandates operations at cost, no profit margin, to a separate</p>

	association. Tax-exempt status under Geneva cantonal law is maintained.
T9. In the event of a contributor's death, are Cash Rewards transmitted to legal heirs?	Yes. CC Art. 457ff applies. Cash Rewards are patrimonial rights entering the estate. The contribution contract explicitly confirms transmissibility.
T10. Could the algorithmic convergence mechanism be recharacterized as a unilateral modification of contractual terms?	Low risk. Disclosed upfront in the contribution contract. Code of Obligations (CO) Art. 1ff: informed consent at signing mitigates recharacterization risk.

Part 2 — Operations & Exploitation

Ordered by operational sequence: VAT thresholds → commission structure → entity optimization → arbitration.

Question for Legal Experts	Hypothesis Retained
<p>O1. Does VAT apply only on the commission and not on the underlying transaction value?</p>	<p>Yes. VAT Act (MWSTG) Art. 24: taxable base is the service rendered. WikiDeal operates as broker/intermediary — funds do not transit through the platform.</p>
<p>O2. Does the non-profit association VAT threshold of CHF 150,000/year apply?</p>	<p>Yes. MWSTG Art. 10(2) applies. As a non-profit operating at cost, WikiDeal Association qualifies for the elevated threshold.</p>
<p>O3. Is the brokerage model correctly structured to limit VAT exposure to commissions only?</p>	<p>Yes. The intermediary model ensures WikiDeal never possesses transaction funds. Also reduces Anti-Money Laundering Act (AMLA) obligations.</p>
<p>O4. Could a cooperative structure (CO Art. 828) provide additional VAT advantages?</p>	<p>Possibly. CO Art. 828ff: cooperatives benefit from a "member service" exemption. Higher administrative costs. Recommended for evaluation at Round 2.</p>
<p>O5. Is the foundation–association cost structure correctly structured to avoid transfer pricing issues?</p>	<p>Yes, with documentation. At-cost billing between related non-profits is standard. Requirements: SLAs, time tracking, cost allocation methodology.</p>
<p>O6. Is there a reduced VAT rate for non-profit marketplace commissions?</p>	<p>No specific abatement. Standard rate (8.1%) applies. However, the elevated threshold (CHF 150K) and brokerage model minimize effective VAT exposure.</p>
<p>O7. Can the arbitration tribunal be structured as a separate Users Group?</p>	<p>Yes. CC Art. 60ff applies. Users Groups can be independent associations managing their own obligations. The Foundation provides oversight without absorbing liabilities.</p>

Part 3 — Open Questions

Broader questions inviting expert analysis beyond closed yes/no validation.

Question for Legal Experts	Hypothesis Retained
<p>G1. Are there other legal, fiscal, regulatory, or structural risks not addressed in this study?</p>	<p>No major risks identified internally. Potential blind spots: new Data Protection Act (nDSG), cross-border contributor obligations, future regulatory evolution.</p>
<p>G2. Do you have additional advice regarding the overall structure?</p>	<p>Open for expert input. Areas where validation is most valuable: timing of FINMA disclosure, cooperative transition, international expansion safeguards.</p>
<p>G3. Do the structural advantages of a non-profit, user-governed model genuinely outperform for-profit structures for public interest?</p>	<p>Yes, based on precedent. W3C, Wikimedia Foundation, Internet Engineering Task Force (IETF) demonstrate commons-based models produce durable public goods. Primary risk: achieving critical mass.</p>
<p>G4. Are there international precedents or jurisprudence that support or contradict these positions?</p>	<p>Equivalent solutions exist in most jurisdictions, with local adaptations. International monitoring via a permanent observatory as the project scales. Currently Swiss headquarters only, no foreign branches.</p>
<p>G5. What is the optimal timeline for engaging with supervisory authorities?</p>	<p>No engagement required for Round 1. FINMA Sandbox (BankG Art. 6(2), < CHF 1M) allows fundraising without pre-approval. 5% mechanism not active before Round 2. Voluntary FINMA consultation recommended before Round 2.</p>

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1. Purpose and Scope

WIKIDEAL FINANCIAL MANAGEMENT IN BRIEF

Yinternet.org Foundation manages a **call for contributions** and a **list of priority work packages** to be executed by the WikiDeal community. The system operates in two phases:

Step 1 — Support (financial or high-value time)

- **Money contribution:** The contributor makes a financial donation to the applied R&D program. There is **no guarantee of seeing the money again** — no security whatsoever. The reward is pre-defined by a **bonding curve** (mathematical formula, transparent, auditable). In gratitude, the contributor receives **WikiDeal Cash Rewards** — given (not sold) as tokens of acknowledgment.
- **Time contribution:** The contributor donates **high-value freelance time** (expertise, development, design, legal, etc.) to a specific work package. Time contributions require prior acknowledgment — either through a **mandate contract** (*Auftrag*, CO Art. 394) validated before execution, or through a **post-hoc reward** decided by community delegates based on demonstrated value. Only acknowledged time generates Cash Rewards.

Step 2 — Reward (Community or Personal)

If the project succeeds and end users subscribe, Cash Rewards are **activated** — transforming from theoretical to actual value. The contributor then chooses how to allocate their rewards:

- **Community Project Reward** (encouraged, pushed) — funding thematic or regional community projects from a structured catalogue of priority work packages. Attribution is automatic if the contributor does not choose.
- **Personal Project Reward** — the contributor retains a percentage for their own ecosystem-compatible project. This portion is subject to individual taxation.

The ratio between Community Project Reward and Personal Project Reward is governed by a transparent, scientifically-debated algorithm subject to democratic vote. Its invariable purpose is to **progressively reduce the personal share and increase the community share**. Three funding rounds: Round 1 (CHF 1,000,000), Round 2 (~CHF 4,000,000), Round 3 (to be defined).

This study examines the Swiss fiscal and regulatory framework applicable to the WikiDeal financial management system — a framework for **participatory civic rights** (*droit civique participatif*) — operated under the auspices of Yinternet.org Foundation, a tax-exempt Swiss foundation established in 1998 and headquartered in the Canton of Geneva. ^{[R1][R2]}

The study addresses four principal questions:

1. **Legal qualification of contributions:** Why WikiDeal financial contributions are best characterized as **donations to an applied research and development program of public interest** — and why alternative qualifications (loan, investment, securities offering) must be excluded. [R3][R4][R5]
2. **Tax treatment of rewards:** How are rewards to WikiDeal contributors — in the form of Cash Rewards retained by the contributor — classified and taxed under Swiss federal and cantonal law? [R6][R7]
3. **Regulatory positioning:** How should the WikiDeal system be characterized vis-à-vis the Federal Supervisory Authority for Foundations (ESA/ASF) in Bern and the Swiss Financial Market Supervisory Authority (FINMA), to demonstrate full compliance and the absence of any hidden securities, collective investment, or commercial banking activity? [R8][R9][R10]
4. **VAT optimization:** How should the WikiDeal Association structure its operations to minimize or eliminate value-added tax liability? [R11][R12]

IMPORTANT DISCLAIMER

This study constitutes a preliminary internal analysis. See the Recommendation section for the recommended approach to formal legal opinions.

2. Organizational Structure

2.1 Yinternet.org Foundation — Incubation & Quality Management

Yinternet.org Foundation (UID: CHE-113.326.463) is a Swiss foundation within the meaning of Articles 80–89bis of the Swiss Civil Code (CC), established in 1998 and headquartered in the Canton of Geneva. Within the framework of its mission, it develops the WikiDeal public-interest service platform, with activities including incubation and quality management of the WikiDeal ecosystem as described in the annexed documents. See statutes for full mission details; board composition available via the Federal Commercial Register. ^{[R1][R2]}

[R1] Swiss Civil Code, Art. 80: "A foundation is established by the endowment of assets for a particular purpose."

[R2] CC Art. 84 para. 2: "The supervisory authority shall ensure that the foundation's assets are used for their designated purpose."

Key characteristics relevant to this study:

- **Tax-exempt status:** Granted by the Canton of Geneva tax administration, on the basis that the foundation pursues exclusively public-interest objectives (research, education, democratic governance) and does not distribute profits. ^[R13]
- **No commercial activity:** The foundation does not operate any commercial enterprise. It holds intellectual property, ensures governance quality, and mandates operational activities to a separate entity (see 2.2). ^[R2]
- **Supervision:** Federal Supervisory Authority for Foundations (ESA/ASF), Bern — as the foundation's activities extend beyond a single canton. The ESA currently supervises over 5,520 foundations. ^[R8]
- **Audit:** Annual statutory audit by a licensed Swiss audit firm, as required by CC Art. 83b. Foundations with a balance sheet below CHF 200,000 may apply for exemption from the audit requirement. ^[R14]
- **Board composition:** See extract from the Federal Commercial Register, available upon request.

2.2 WikiDeal Association (Operating Entity)

The operational exploitation of the WikiDeal platform is conducted by a separate Swiss association (*Verein*) — the WikiDeal Association — **constituted in Geneva** under CC Art. 60–79. This association operates under a formal mandate from Yinternet.org Foundation. [R3][R15]

This two-tier structure serves several regulatory purposes:

- **Separation of mission and operations:** The foundation holds the mission; the association executes it. This protects the foundation's tax-exempt status by ensuring that no commercial revenue flows through the foundation itself. [R2][R13]
- **No profit distribution:** The WikiDeal Association is constituted as a non-profit association. Any surplus from operations is reinvested in platform development or redistributed to contributors via the established pro-rata reward mechanism. No dividends, bonuses, or profit shares are distributed to any natural person. [R3]
- **Mandate relationship:** The association operates under a written mandate (*Auftrag*, CO Art. 394–406) from the foundation, specifying quality standards, governance obligations, and reporting requirements. [R15]

2.3 Governance: Progressive Democratic Transition

The governance model — a form of **participatory civic right** (*droit civique participatif*) — transitions progressively from founder-led to community-governed:

- **Initial:** Foundation board appointed by founders. Operational decisions by WikiDeal Association board. Cash Reward holders elect delegates to evaluation and strategic management commissions.
- **Permanent:** Community governance drawing on proven models from Wikipedia, Debian, and the social and solidarity economy. Various governance methods are tested:
 - *Sortition:* Random selection among eligible contributors.
 - *Nomination by competence:* Experts appointed for specific mandates.
 - *Mandate-based nomination:* Representatives elected for defined missions.
 - *Karma system:* Positive feedback on qualitative contributions (inspired by Slashdot) — referred to by Théo Bondolfi as "karmic democracy."

Foundation board seats are progressively opened to elected contributor representatives. The foundation's role transitions to quality assurance and supervisory oversight.

Reference: *Citoyen du Net* — a foundational work summarizing hundreds of publications on the subject, providing a solid basis for digital commons governance in platform development.

This "Exit to Community" governance model is a core differentiator that reinforces the public-interest characterization of the project. [R16]

3. The Donation Model — Why Not a Loan?

3.1 Rationale: Donation to an Applied R&D Program

A WikiDeal financial contribution is characterized as a **donation** (*Schenkung / libéralité*) to Yinternet.org Foundation's applied research and development program. The contributor voluntarily transfers funds to support a project of public interest — the development of a user-owned, democratically-governed marketplace for fair agreements — with **no guarantee of any reward**. [R4]

This characterization rests on the following elements:

- The contributor **accepts that there is no guarantee** of repayment or reward. The contribution contract explicitly states that all funds are donated to support an R&D project, and that any reward depends entirely on platform performance.
- The WikiDeal project is an **applied research program** exploring whether a user-owned, commons-based marketplace can function at scale — a genuine open question in digital governance and economic democracy.
- The foundation's **statutory purpose** (internet governance, digital rights, ethical digital commons) directly encompasses this research. [R1][R2]
- The contributor receives **Cash Rewards granted for WikiDeal R&D work packages** — tokens of gratitude, not financial instruments or purchased goods. A work package comprises multiple tasks with defined deliverables, quality controls, and monitoring. Each work package is supervised through a balanced AI + human endorsement mechanism, where human guarantors validate results and add verified value to the project.

3.2 What Contributors Receive — Rewards & Community Projects

In gratitude for their donation, contributors receive **WikiDeal Cash Rewards**. These Cash Rewards are the internal unit of account for the WikiDeal platform — funded by the platform's subscription revenue (CHF 10/year, or CHF 1/month plus CHF 2 fees per subscriber). Donors receive them as acknowledgment of their support, with the following characteristics:

Contributors allocate their rewards to **community projects** drawn from a **priority project list** maintained by the foundation team. This list encompasses thematic groups (legal, communication, technology), regional initiatives, and community-building efforts (alert groups, mutual aid, arbitration, dispute resolution). Contributors may choose which projects to support, or leave allocation to the foundation team by default ("Please let us manage the priorities"). This allocation is a **participatory civic right** (*droit civique participatif*) — democratic engagement where supporters direct their contributions toward causes they believe in. [R16]

When essential projects lack funding after a funding round, the foundation issues a **WikiDeal Boost** — a targeted call where contributors can allocate **up to 99% of their reward to their own project** and a **minimum of 1% to the community project pool**. The WikiDeal Boost can also take the form of a collaborative online workshop combining financial support and hands-on participation.

Any economic value derived from retained rewards constitutes a **taxable gain** declared by the contributor in their income tax return. ^{[R6][R7]}

- **No transferability:** Cash Rewards are not freely transferable. Transfer requires foundation approval. There is no secondary market. ^[R9]
- **Inheritance:** In the event of a contributor's death, Cash Rewards are transmitted to their legal heirs in accordance with Swiss succession law (CC Art. 457ff). This ensures continuity of rights and avoids any forfeiture of the contributor's position. ^[R1]

Community Project Funding Cycle — Illustrated Example

The following table illustrates how 10 priority projects progress through a **3-month funding cycle**. Projects that reach 100% funding are completed and greyed out. Underfunded projects trigger WikiDeal Boost emissions to attract rapid individual contributions.

Priority Project	Month 1	Month 2	Month 3	Status
P1 — Legal Framework	100%	—	—	✓ Funded
P2 — Platform UX	100%	—	—	✓ Funded
P3 — Wiki Templates	100%	—	—	✓ Funded
P4 — Marketing DACH	50%	90%	100%	✓ Funded
P5 — Regional Africa	50%	90%	100%	✓ Funded
P6 — API Integrations	50%	75%	95%	□ Nearly
P7 — Ethical Supply Chain	10%	30%	55%	⚡ Boost issued
P8 — Dispute Resolution	10%	30%	50%	⚡ Boost issued
P9 — Video Production	0%	10%	25%	⚡ Boost issued
P10 — Quality Management	0%	10%	20%	⚡ Boost issued

✗ **WikiDeal Boost:** At the end of Month 3, work packages P7–P10 remain underfunded. The foundation issues a **WikiDeal Boost** — a targeted call offering contributors the opportunity to fund these specific work packages while allocating up to 99% of their reward to their own project (minimum 1% to community pool). Results after 3 months.

3.3 Percentage of Support — Donation + Reward

The WikiDeal contribution mechanism operates as a **two-step donation process** with a transparent, algorithmically-governed reward system.

Step 1 — The Initial Donation (Immediate)

DONATION 1 — DIRECT TASK FUNDING

The contributor makes a **complete donation** with total loss of security. There is **no guarantee of seeing the money again**. The funds are transferred to support an applied R&D program of public interest. In gratitude, the contributor receives WikiDeal Cash Rewards — tokens of acknowledgment with no guaranteed value. At this moment, the contributor **immediately assigns their contribution to a specific task** from the community project catalogue.

Example: A contributor donates CHF 1,000. At the average reward multiplier of $\times 50$ over Round 1, they receive 50,000 Cash Rewards (each valued at CHF 1), representing a potential value of CHF 50,000. The multiplier follows a bonding curve that starts at $\times 100$ at the very beginning of Round 1 ($r=0$) and declines to $\times 30$ at the Round 1 target of CHF 1,000,000 — so the same CHF 1,000 yields more Cash Rewards the earlier it is contributed. They immediately assign their CHF 1,000 support to a work package — for instance, "Regional Development — Latin America" or "Communication — Data Protection." This is the initial support.

Step 2 — Reward Activation & Second Donation (Deferred)

DONATION 2 — REWARD ALLOCATION TO COMMUNITY PROJECTS

Rewards are initially **theoretical**. They are **activated** as the WikiDeal platform generates **subscription revenue** from its users — a paid subscription being mandatory to sign a contract or carry out a transaction on the platform, and optional for users who only browse or access the contract templates. Once activated, the contributor decides how to allocate their rewards by choosing from a **catalogue of community projects**. This is the second donation — the contributor's free choice (*libre arbitre*) on where to direct value.

The Community Project Catalogue

Contributors choose from a structured catalogue of community projects, organized by domain:

- **Regional development** — by continent (Latin America, Africa, Europe, Asia, etc.)

- **Ethical marketing** — brand-aligned, commons-first communication campaigns
- **Data protection** — privacy infrastructure, user sovereignty tools
- **Minority promotion** — inclusion programs across multiple sub-domains
- **Legal framework** — governance structures, contract models, compliance
- **Technology** — platform development, API integrations, security
- **Education & training** — user onboarding, community capacity building

Contributors may choose any project(s) from the catalogue. If a contributor does not choose, allocation is **automatic** based on foundation-defined priorities. The contributor exercises **full free will** — this is a democratic, participatory right.

Personal Use Option — Taxable

Alternatively, a contributor may choose to retain part or all of their activated rewards for **personal use**. In this case:

- The retained amount constitutes **taxable income** declared in the contributor's income tax return (DBG Art. 23). ^[R6]
- Even after personal retention, the contributor may choose to **redirect their personal gains** into community projects from the catalogue — at their discretion.

The Algorithmic Convergence Mechanism

TRANSPARENT · SCIENTIFIC · DEMOCRATICALLY GOVERNED

The ratio between individual rewards and community project funding is governed by a **mathematical, algorithmic mechanism** that is:

- **Transparent** — fully visible and auditable by all participants
- **Debated by scientists** — the formula and parameters are reviewed by independent researchers
- **Subject to democratic vote** — the community votes on adjustments through Swiss-style direct democracy (initiatives and referendums)

The algorithm's **invariable purpose** is to:

- **Progressively reduce** the share allocated to individual projects
- **Progressively increase** the share allocated to community projects
- Grant **priority access to Cash Rewards** for community projects over individual ones

This convergence is the **structural guarantee** that WikiDeal evolves toward a fully community-owned commons — not an individual extraction mechanism. ^[R16]

Three Funding Rounds

PROGRESSIVE SCALING

The mechanism operates across three defined funding cycles:

Cycle 1: CHF 1,000,000 — initial prototype and market demonstration

Cycle 2: ~CHF 4,000,000 — scaling and multi-market deployment

Cycle 3: To be defined — based on Cycle 2 results and community governance decisions

Within each cycle, booster levels are adjusted by small increments (individual work packages of CHF 10,000–20,000, never CHF 1,000,000 at once). The attractiveness of the booster serves one purpose: to motivate donors to **support community projects**, not to accumulate individual rewards.

3.4 Why a Loan Qualification Must Be Excluded

An alternative legal characterization — qualifying the contribution as a **conditional loan** (*Darlehen*, CO Art. 312–318) — was considered and **rejected** for the following compelling reasons: ^[R5]

1. **A loan creates a debt obligation.** Under CO Art. 312, a loan creates a legal obligation for the borrower to return goods of the same type, quality, and quantity. This would place the WikiDeal Association in the position of a debtor vis-à-vis hundreds or thousands of contributors — creating a massive liability on the balance sheet that is fundamentally incompatible with a non-profit association's mission. ^[R5]
2. **The ESA would object.** The Federal Supervisory Authority for Foundations expects foundations and their mandated entities to act within their public-interest purpose. A foundation-mandated entity carrying millions of francs in loan liabilities to private individuals would raise immediate supervisory concerns about financial stability, purpose compliance, and potential unauthorized banking activity. ^{[R8][R10]}
3. **Loan interest would be automatically taxable.** If contributions were loans, any interest would constitute taxable income from movable assets under DBG Art. 20 para. 1 lit. a — creating unnecessary tax complexity for both the association and its contributors. More critically, Swiss withholding tax (35%) under VStG Art. 4 could potentially apply to interest payments on certain types of debt instruments — though loans from individuals are generally exempt, the ambiguity itself is undesirable. Under the donation model, the 5% annual value increase on rewards is not interest — it is an appreciation adjustment on theoretical Cash Rewards. ^{[R6][R17][R18]}
4. **Loan characterization invites FINMA scrutiny.** If contributions are loans, the WikiDeal Association is accepting public deposits — which, above CHF 1 million, requires a banking license or FinTech license from FINMA. The "sandbox" exemption (no license required below CHF 1 million in public deposits) is too restrictive for the project's scale. ^{[R10][R19][R20]}

5. **It contradicts the project's purpose.** The entire WikiDeal philosophy is based on voluntary contribution to a commons. A loan implies a commercial debtor-creditor relationship that is philosophically and legally incompatible with the foundation's public-interest mission.

CONCLUSION

The donation model is legally cleaner, fiscally simpler, philosophically coherent, and regulatorily safer than any loan-based alternative. It accurately reflects the economic reality of the transaction: a person voluntarily supports a public-interest R&D project and receives tokens of gratitude whose future value is not only uncertain and entirely dependent on project success, but also activated only when individual users subscribe to be part of WikiDeal.

4. Contradictory Analysis — Devil's Advocate

This chapter systematically examines every objection that a tax authority, financial regulator, or supervisory body could raise against the WikiDeal contribution model. For each objection, we present the strongest possible counterargument supported by Swiss law and, where applicable, by Federal Tribunal jurisprudence and comparative international practice.

⚠️ **OBJECTION 4.1 — "This is a loan, not a donation. Contributors expect repayment."**

A regulator could argue that the Personal Project Reward mechanism creates an *implicit* expectation of repayment, making the transaction a disguised loan rather than a genuine donation. Under CO Art. 312, a loan exists whenever one party transfers money with the expectation of receiving it back.

✓ **RESPONSE**

The contribution contract explicitly states that there is no guarantee of any reward. The contributor acknowledges in writing that:

- The funds are donated to support an R&D project of public interest;
- Any Cash Rewards received are tokens of gratitude, not a contractual obligation to repay;
- The value of Cash Rewards depends entirely on platform performance, which is uncertain;
- There is no fixed maturity, no guaranteed principal reward, and no debt obligation.

Under Swiss law, a donation (*Schenkung*) requires two elements: (1) an enrichment of the recipient, and (2) the **intention to donate** (*animus donandi*) — i.e., the absence of an obligation to provide consideration. Both elements are present here. ^[R4]

The Federal Supreme Court confirmed in its ruling of **17 December 2025 (9C_570/2025)** that contributions to a foundation can constitute genuine donations even when contributors receive certain benefits in return — provided those benefits are "socially customary" (*sozial üblich*) and do not constitute a proportional economic counterpart. ^[R21]

Furthermore, the Swiss Federal Council's report on crowdfunding (FINMA Fact Sheet, 2014/updated) explicitly distinguishes **donation-based crowdfunding** from lending-based crowdfunding, recognizing that donation with non-financial rewards is a distinct and legitimate category not subject to banking regulation. ^[R22]

⚠️ **OBJECTION 4.2 — "Donation + counterpart = purchase. If contributors receive Cash Rewards, it's not a donation — it's an acquisition."**

The tax authority could argue that receiving Cash Rewards with economic value transforms the donation into a purchase (*Kauf*), eliminating any donation characterization. This is the "gala dinner problem": a CHF 500 ticket to a charity dinner where the meal is worth CHF 200 — only CHF 300 is deductible.

✓ **RESPONSE**

WikiDeal does not claim any tax deduction for the contribution. This eliminates the entire "donation vs. purchase" debate. The contributor is not seeking a fiscal advantage from the donation itself — they are voluntarily supporting a project they believe in.

The Cash Rewards received are not a "purchase" because:

- They have **no guaranteed market value** at the time of contribution. Their value depends on future platform adoption — which may be zero.
- They are **not freely transferable**. They cannot be sold on a secondary market.
- They function as **participatory rights** within the WikiDeal ecosystem — analogous to membership tokens in a civic association, not tradeable assets.

The Federal Supreme Court's ruling in 9C_570/2025 directly supports this position: even when donors receive tangible benefits (hotel stays, website mentions, board membership), the Court held that these did not negate the donation character if they were customary acknowledgments for the type of donor involved. ^[R21]

The Swiss VAT authority (FTA) has also ruled that **membership fees** paid to non-profit associations pursuing statutory purposes — even when members receive services in return — can be exempt from VAT under MWSTG Art. 21 para. 2 no. 13, up to CHF 250,000/year. ^[R12]

⚠️ **OBJECTION 4.3 — "If contributors receive a financial reward, this is an investment requiring a FINMA prospectus."**

FINMA could argue that the Personal Project Reward mechanism — where contributors may retain up to 99% of their reward — creates de facto investment products requiring a prospectus under FinSA Art. 35, FINMA authorization, or at minimum compliance with collective investment scheme regulations (CISA).

✓ RESPONSE

The WikiDeal contribution system does not trigger prospectus requirements for **multiple independent reasons**:

Reason 1: No securities are issued. WikiDeal Cash Rewards are not securities within the meaning of FinSA Art. 3 lit. b or FMIA Art. 2 lit. b. Securities require: (a) standardization, (b) suitability for mass trading, and (c) representation of a right (ownership, debt, or participation). WikiDeal Cash Rewards fail all three criteria — they are non-transferable, non-tradeable, and represent no ownership or debt claim. [R9][R23][R24]

Reason 2: Even if Cash Rewards were securities, multiple exemptions apply. Under FinSA Art. 36, no prospectus is required if:

- Art. 36(1)(b): The offer is addressed to **fewer than 500 investors**. WikiDeal is in pre-launch phase with 0 contributors to date — far below this threshold. [R25]
- Art. 36(1)(e): The total offer does not exceed **CHF 8 million** over 12 months. WikiDeal is in pre-launch phase and has raised CHF 0 to date — far below this threshold. [R25]

Reason 3: FINMA's own crowdfunding framework recognizes donation-based models. In its Fact Sheet on Crowdfunding (first published December 2014, updated), FINMA explicitly identifies **four types of crowdfunding**: donation-based, reward-based, lending-based, and equity-based. Only lending-based (accepting public deposits) and equity-based (issuing securities) trigger FINMA licensing requirements. Donation-based and reward-based crowdfunding are **not subject to FINMA regulation**. [R22]

Reason 4: The sandbox exemption provides additional safety. Even in the worst-case scenario where a regulator recharacterizes contributions as deposits, the FINMA "sandbox" allows acceptance of public deposits up to CHF 1 million without any banking license — provided funds are not invested or carry interest. [R19][R20] *Note: The 5% annual value increase on Cash Rewards is not interest in the banking sense — it is a linear value adjustment on theoretical tokens. However, should this mechanism ever be recharacterized as interest by a regulatory authority, the foundation's strategic policy reserves the right to suspend or definitively abandon the 5% value increase at any time. This mechanism is a non-essential financial add-on incentive — not a core element of the contribution model.*

Reason 5: The Federal Council DLT Report (14 December 2018) confirmed that Switzerland's legal framework is "well suited" for innovative digital projects, and explicitly noted that not every token or digital asset triggers securities regulation. The subsequent DLT Act (entered into force 1 August 2021) reinforced this principle by creating specific legal categories that distinguish utility tokens from investment instruments. [R26][R27]

⚠ **OBJECTION 4.4 — "This is a collective investment scheme under CISA Art. 7."**

A regulator could argue that pooling contributions from multiple donors and distributing rewards based on platform performance constitutes a collective investment scheme requiring FINMA authorization.

✓ **RESPONSE**

CISA Art. 7 para. 1 defines a collective investment scheme as "assets raised from investors for the purpose of **collective investment**, and which are **managed for the account of such investors**." [R28]

WikiDeal fails every element of this definition:

- **Not raised for collective investment:** Contributions are donations to an R&D project, not pooled capital seeking investment rewards.
- **Not managed for the account of investors:** Funds are used to develop the WikiDeal platform — a public-interest project. There is no "fund manager" investing capital in external assets on behalf of contributors.
- **No proportional claim on a portfolio:** Contributors receive Cash Rewards based on a fixed multiplier at the time of donation, not a proportional share of a managed portfolio.
- **Individual contracts, not collective rights:** Each contributor has an individual relationship with the association defining their specific degree of support. There is no pooled fund structure.

Additionally, CISA Art. 2 para. 3 explicitly exempts non-profit associations and foundations from the scope of the Act. [R28]

⚠ **OBJECTION 4.5 — "Cash Rewards are securities. They are standardized units with economic value."**

FINMA could classify WikiDeal Cash Rewards as asset tokens under its ICO Guidelines (16 February 2018), triggering securities regulation.

✓ RESPONSE

FINMA's ICO Guidelines (2018) classify tokens into three categories: [R9]

Token Type	Characteristics	WikiDeal Cash Reward?
Payment tokens	Accepted as means of payment; function as cryptocurrency	✗ Cash Rewards are not a general-purpose currency. They function only within the WikiDeal ecosystem.
Utility tokens	Provide digital access to an application or service	✓ Closest match. Cash Rewards provide access to the WikiDeal marketplace and participation rights.
Asset tokens	Represent a debt or equity claim; analogous to securities	✗ Cash Rewards represent no ownership, no debt claim, no dividend right, no voting right in a company.

WikiDeal Cash Rewards most closely resemble **utility tokens** — which, under FINMA's guidelines, "**will not be treated as securities if their sole purpose is to confer digital access rights to an application or service and if the utility token can actually be used in this way at the time of its issuance.**" [R9]

WikiDeal Cash Rewards are usable immediately upon issuance (to support projects, participate in governance, or access marketplace features). They are therefore utility tokens, not securities.

Furthermore, even FINMA acknowledges hybrid forms. If a Cash Reward had partial investment characteristics, the critical test is whether it has an "**economic purpose of investment.**" WikiDeal Cash Rewards' primary purpose is civic participation and project support — not financial reward. [R9]

⚠ **OBJECTION 4.6 — "The foundation is conducting unauthorized commercial activity."**

The ESA could argue that the WikiDeal system — with its multiplier, reward degrees, and Cash Rewards economy — constitutes a commercial enterprise operated by or through a tax-exempt foundation, violating its public-interest purpose.

✓ RESPONSE

The foundation conducts zero commercial activity. All operational functions — marketplace management, Cash Reward distribution, contributor management — are performed by the WikiDeal Association under a formal mandate (CO Art. 394–406). The foundation's role is strictly limited to: [R2][R15]

- Holding intellectual property rights for the WikiDeal platform
- Ensuring governance quality and purpose compliance
- Receiving voluntary donations
- Appointing and supervising the WikiDeal Association's board

This **two-tier structure** (mission-holding foundation + operational association) is standard practice in Swiss foundation law and explicitly recognized by both the ESA and leading legal commentary. The Swiss Foundation Code (SwissFoundations, 3rd edition) recommends this structure for foundations engaged in operational activities. [R29]

The WikiDeal Association itself is a **non-profit association** (CC Art. 60–79). It does not distribute profits. Any surplus is reinvested. Board members receive no performance-based compensation. [R3]

4.7 Synthesis: Why the WikiDeal Model Withstands Scrutiny

The preceding analysis examined the WikiDeal contribution system from every angle that a regulator, tax authority, or supervisory body could adopt — including the standards applied by the Federal Supervisory Authority for Foundations (ESA/ASF) under [CC Art. 84](#), the FINMA crowdfunding and ICO regulatory frameworks [R9][R22], the FinSA prospectus regime [R25], the accounting and audit obligations for foundations under [CC Art. 83b](#), and the Swiss Audit Oversight Authority (RAB) standards for audit of donation-receiving entities. The examination confirms that, both in fact and in intent, the WikiDeal model is a **clearly structured donation to a public-interest R&D program** — and the scrutiny reinforces rather than undermines this characterization.

CORE FINDINGS — SIX CONFIRMED POSITIONS

1. **Clearly a donation.** No obligation to repay. No debt on the balance sheet. Contributor explicitly accepts zero-guarantee terms. The intent is liberality (*animus donandi*), confirmed by the contribution contract. ^[R4] — CO Art. 239; cf. Federal Supreme Court 9C_570/2025 ^[R21]
2. **Non-guaranteed rewards, not securities.** Cash Rewards are tokens of gratitude with no guaranteed market value, non-transferable, non-tradeable — functioning as civic participation rights within the WikiDeal ecosystem. ^[R9] — FINMA ICO Guidelines 2018; ^[R23] — FinSA Art. 3 lit. b; ^[R24] — FMIA Art. 2 lit. b
3. **Non-profit, non-commercial activities.** The foundation holds the mission; the association operates under mandate. Neither entity distributes profits. No commercial activity within the foundation. ^[R2] — CC Art. 84; ^[R3] — CC Art. 60; ^[R29] — Swiss Foundation Code
4. **No collective investment scheme.** Individual contracts, no pooled fund, no fund manager. Contributions support an R&D project, not a portfolio. Non-profit associations are additionally exempt under CISA Art. 2 para. 3. ^[R28] — CISA Art. 7
5. **No FINMA authorization required.** Donation-based and reward-based crowdfunding are explicitly outside FINMA's regulatory perimeter. Even under recharacterization, multiple exemptions apply: < 500 contributors, < CHF 8M total value, sandbox up to CHF 1M. ^[R22] — FINMA Crowdfunding Fact Sheet; ^[R25] — FinSA Art. 36; ^[R19] — BankG Art. 6
6. **Full transparency exceeding legal requirements.** Real-time public dashboard, open-source code (AGPL v3), immutable contribution records, annual statutory audit. Transparency level surpasses CC Art. 83b requirements. ^[R14] — CC Art. 83b

5. Swiss Tax Treatment of Contributor Rewards

Under the donation model, the tax treatment is considerably simpler than under a loan characterization.

5.1 Donation Portion — Treatment

The portion of the contribution that flows to the foundation or to WikiDeal projects (i.e., Cash Rewards allocated by the contributor to projects, not retained for personal use) is a **donation**. Under Swiss tax law: [R6][R7]

- For the **contributor**: This is an expense. It is *not* deductible from income tax unless the recipient is a recognized tax-exempt entity and the contributor claims the deduction. **WikiDeal does not ask contributors to claim a deduction**. However, for contributors who choose FULL SUPPORT (100% donation), and who donate directly to the Yinternet.org Foundation, the deduction under DBG Art. 33a (up to 20% of net income) *could* apply — subject to cantonal recognition. [R7] [R13]
- For the **foundation**: Donations received are not taxable income, as the foundation is tax-exempt under its cantonal ruling. [R13]

5.2 Retained Cash Rewards — Gains Taxation

When a contributor retains Cash Rewards and derives economic value from them (e.g., by using them to earn commissions, participate in marketplace transactions, or receiving pro-rata distributions funded by subscription revenue), this value constitutes a **taxable gain**. [R6][R30]

[R6] **Federal Direct Tax Act (DBG), Art. 16 para. 1**: "All recurring and one-time income is subject to income tax."

[R30] **DBG Art. 23 lit. f**: "Other income" includes any income not covered by other specific provisions — including gains from participatory systems.

Key principles:

- **When does taxation occur?** The gain is taxable **in the year it is realized** — i.e., when the contributor actually receives economic value (cash, goods, or services) from their Cash Rewards. Unrealized increases in Cash Reward "potential value" are not taxable until converted.
- **What amount is taxable?** The **entire amount received** beyond the original contribution is taxable as income. Unlike the loan model, there is no "capital restitution" phase — because the contribution was a donation, not a loan. The first franc received is already a gain.

- **Tax rate:** Gains are declared under "other income" (DBG Art. 23) and taxed at the contributor's marginal income tax rate (federal + cantonal + communal).
- **Natural smoothing:** Because rewards are distributed progressively over time (pro-rata from subscription revenue), gains are spread across multiple tax years, reducing the marginal tax impact.

IMPORTANT NUANCE — PERSONAL PROJECT REWARD VS. GAIN

For contributors who choose Personal Project Reward and retain Cash Rewards up to their original contribution amount: technically, the entire value received is a taxable gain (since the contribution was a donation, not a loan). However, the *effective tax impact* is moderate because the gain is distributed progressively over time, and the total amount depends on the percentage retained. A contributor who donated CHF 10,000 and receives CHF 10,000 back over several months would declare the gains as income — spread across tax periods within normal marginal tax brackets.

5.3 Summary Table — Tax Treatment by Reward Type

Element	Tax Treatment	Declaration	Legal Basis
Community Project Reward (Cash Rewards allocated to community projects)	Not individually taxable — this is a donation to community projects. Deductible under DBG Art. 33a if directed to Yinternet.org Foundation (up to 20% of net income).	Optional: declare as charitable donation	[R7]
Personal Project Reward (Cash Rewards retained for personal project)	△ Taxable as "other income"	Declare under DBG Art. 23 in year of receipt	[R6] [R30]
5% annual value increase (from Jan 1, 2027 — Personal Project Reward only)	△ Taxable as income	Declare as part of gains in year of receipt	[R6]
Voluntary re-donation (from gains to Foundation)	✓ Deductible up to 20% of net income	Declare under DBG Art. 33a	[R7]

ADVANTAGE OF THE DONATION MODEL

Compared to the loan model, the donation model eliminates: (a) the withholding tax question entirely, (b) the distinction between capital restitution and loan interest, (c) the need to track outstanding loan balances, and (d) the regulatory risk of unauthorized deposit-taking. The trade-off is that all rewards are taxable from the first franc — but this is offset by natural income smoothing over multiple years and the contributor's freedom to re-donate gains for a tax deduction.

6. Value Added Tax (VAT) Positioning

6.1 VAT Threshold for Non-Profit Associations

Under the Federal VAT Act (MWSTG), VAT liability arises when annual domestic turnover from taxable supplies exceeds a threshold: [R11]

- **Standard threshold:** CHF 100,000/year (MWSTG Art. 10 para. 1)
- **Non-profit/volunteer/sports/cultural associations:** CHF 150,000/year (MWSTG Art. 10 para. 2 lit. a)

The WikiDeal Association, as a non-profit association, benefits from the higher CHF 150,000 threshold. Critically, **donations are not turnover** for VAT purposes. Only marketplace commissions and service fees count toward the threshold. [R11][R12]

6.2 Two Distinct Revenue Streams

The WikiDeal system generates two distinct types of revenue, each with different VAT treatment:

Revenue Stream	Nature	VAT Treatment
Initial contributions (donations)	Financial donations from contributors to the R&D program. No consideration is exchanged — Cash Rewards are tokens of gratitude, not a purchase. The foundation provides the association with a usage right over the Cash Rewards management tool as part of its mandate.	Not subject to VAT — donations are outside the scope of MWSTG. [R11]
Transaction commissions	Commissions on marketplace transactions between users. A transaction is the activation of a contract — every transaction has a contract behind it. Commissions are a percentage of the contract value.	Potentially subject to VAT if domestic taxable turnover exceeds CHF 150,000 (non-profit threshold). [R11]

6.3 Foundation–Association Cost Structure

The WikiDeal Association pays the Yinternet.org Foundation a **rental fee for real costs only** — covering the foundation's actual management expenses. This fee is **pro-rata to the number of active projects**, ensuring:

- **No bankruptcy risk from incompressible costs:** The association's charges scale proportionally with activity. Fixed incompressible costs are minimal and can be covered by the foundation itself if needed.
- **Incompressible costs covered by the foundation include:**
 - Large-scale **quality management** and development infrastructure
 - The **arbitration tribunal** — an independent legal authority operating under the foundation's aegis, responsible for dispute resolution, rule-setting, and nomination of arbitrators. This may evolve into a dedicated user group or a group of user groups.
 - **Legal and governance** compliance (statutes, audits, supervisory filings)
- **The foundation's role is strictly non-commercial:** It provides governance infrastructure, IP stewardship, and quality assurance — not marketplace operations. All commercial activity (transactions, commissions) occurs within the association.

6.4 Commission Structure — Brokerage Model

WikiDeal operates as an **intermediary (broker)**, not as a seller. The money flow is:

1. A service provider lists an offer (e.g., accommodation at CHF 100).
2. A buyer pays the service provider **directly** — the money does not transit through WikiDeal.
3. The service provider pays WikiDeal a **5% commission** (CHF 5 on a CHF 100 transaction).
4. Of this CHF 5 commission: **80% (CHF 4)** covers the association's operational costs (at cost); **20% (CHF 1)** goes to the foundation for governance, quality management, and the arbitration tribunal.

VAT applies only on the CHF 5 commission — not on the CHF 100 transaction value. At the standard rate of 8.1%, this represents CHF 0.41 per CHF 100 transaction. VAT is triggered only when the association's total domestic commission turnover exceeds CHF 150,000/year (non-profit threshold).
[R11]

6.5 International Membership — Scalability Question

WikiDeal aims for a global membership base — potentially millions of members worldwide, of whom only a fraction would be Swiss residents. Swiss law imposes **no legal limit on the number of members** of an association (CC Art. 60–79) or a cooperative (CO Art. 828–926). International members are permitted. Key considerations:

- **Association:** CC Art. 60 requires only that the purpose is non-commercial or at least non-profit for members. No citizenship or residency requirement. Global membership is fully permissible.
- **Cooperative:** CO Art. 828 requires that the cooperative promote the economic interests of its members. International members are permitted, though governance logistics (assemblies, voting) require digital infrastructure — which WikiDeal already has.
- **Foundation:** As the overarching entity, the foundation simply mandates the association or cooperative. No membership limit applies.

6.6 Structural Options — Comparative VAT Analysis

Structure	Commission VAT Treatment	Key Advantage	Key Risk
Association (current plan)	Exempt under Art. 21.2.13 MWSTG if structured as membership fee to members. Otherwise 8.1% on commission above CHF 150K threshold.	Simplest to establish. Art. 21.2.13 exemption well-established.	AFC may requalify proportional commissions as commercial, not statutory membership fees.
Cooperative (Genossenschaft)	Internal supplies at cost to members = potential non-taxable redistribution. Surplus returned as <i>Rückvergütung</i> (CO Art. 859) — not VAT-taxable.	Members are owners AND users. Strongest "at cost" argument. Ristourne mechanism.	Governance complexity with millions of international members. Setup cost higher.
Foundation (direct operation)	Same Art. 21.2.13 logic applicable. Foundation = non-profit institution with civic purpose.	Already exists (Yinternet.org). No new entity needed.	ESA scrutiny if foundation directly operates commercial marketplace. Mandate structure preferable.

6.7 Devil's Advocate — VAT Objections

⚠ **Q1 — "Transaction commissions are commercial supplies, regardless of legal form."**

✓ **RESPONSE**

MWSTG Art. 21 para. 2 no. 13 creates an **explicit exemption** for supplies by non-profit institutions to their members against statutorily-defined contributions. The question is not the commercial nature of the supply but the **legal framework** in which it is provided. If the statutes define the commission as a membership contribution covering at-cost marketplace access, the exemption applies.

⚠ **Q2 — "A cooperative charging 5% is not at cost."**

✓ **RESPONSE**

The 5% decomposes as: 4% operational costs (servers, support, development, arbitrage infrastructure) + 1% foundation governance. If the audited accounts demonstrate that 5% equals actual cost, the at-cost requirement is met. Any surplus is redistributed to members as *Rückvergütung* (CO Art. 859) — which is not subject to VAT.

⚠ **Q3 — "The AFC will look at economic substance, not legal form."**

✓ **RESPONSE**

The economic substance IS that members of a community share the costs of common infrastructure. This is the textbook case for a cooperative or non-profit association. The members are not customers — they are co-owners of the commons who delegate marketplace operations to the association. This is analogous to Swiss Electoral College delegates: they apply the rules, they don't set commercial prices.

6.8 Recommendation

VAT STRATEGY — FINAL

Accepted position: VAT at 8.1% applies on transaction commissions. This is acceptable — commissions generate tax revenue, which is normal and healthy for a functioning marketplace. The VAT burden is minimal (CHF 0.41 per CHF 100 transaction) and does not threaten the model.

Key principles:

1. VAT applies **only on the commission** (CHF 5), never on the underlying transaction value (CHF 100). Money does not transit through WikiDeal.
2. **Donations are outside VAT scope** — initial contributions are not turnover.
3. VAT liability triggers only when domestic commission turnover exceeds CHF 150,000/year (non-profit threshold).
4. A partial tax abatement or reduced rate may be explored in the formal legal opinion (Chapter 11, Recommendation 1) — but the default position (full VAT on commissions) is acceptable.
[R11][R12]

7. Regulatory Positioning — By Supervisory Institution

This chapter examines WikiDeal's compliance position vis-à-vis each Swiss supervisory and regulatory institution that could have jurisdiction over the contribution system.

7.1 Federal Supervisory Authority for Foundations (ESA / ASF), Bern

Mandate: Supervises 5,520+ Swiss foundations whose activities extend beyond a single canton.

Ensures foundation assets are used for their designated purpose. [R8]

Legal basis: [CC Art. 84](#)

Website: esa.admin.ch

ESA's potential concerns and WikiDeal's position:

- **Purpose compliance:** WikiDeal is an applied R&D program exploring user-owned, democratically-governed marketplace — directly aligned with Yinternet.org Foundation's statutory purpose (internet governance, digital rights, ethical digital commons). [R1][R2]
- **No commercial activity within the foundation:** All operations delegated to WikiDeal Association via formal mandate (CO Art. 394–406). Foundation role limited to IP holding, governance, donation reception, board supervision. [R15]
- **Two-tier structure:** Mission-holding foundation + operational non-profit association — standard practice recommended by the Swiss Foundation Code (SwissFoundations, 3rd edition). [R29]
- **No hidden profits:** Neither entity distributes profits. Any surplus reinvested in platform development. [R3]
- **Audit compliance:** Annual statutory audit by licensed Swiss audit firm as required by CC Art. 83b. Reporting to ESA with activity report (accepted in English since 2023). [R14]
- **Transparency:** Real-time public dashboard (invest.WikiDeal.net), open-source code (AGPL v3), immutable contribution records — exceeding CC Art. 83b requirements.

POSITION VIS-À-VIS ESA

The WikiDeal model is fully compliant with foundation law. The foundation conducts no commercial activity, the two-tier structure is a recognized best practice, and the contribution system directly serves the statutory purpose. The foundation welcomes proactive engagement with the ESA and is prepared to provide full documentation upon request.

7.2 Swiss Financial Market Supervisory Authority (FINMA), Bern

Mandate: Supervises banks, insurance companies, securities dealers, collective investment schemes, and financial market infrastructure. Protects investors and ensures proper functioning of financial markets.

Legal basis: [FINMASA \(Financial Market Supervision Act\)](#)

Website: finma.ch

FINMA's potential concerns and WikiDeal's position:

7.2.1 Securities Regulation (FinSA / FMIA)

WikiDeal Cash Rewards are **not securities** under FinSA Art. 3 lit. b or FMIA Art. 2 lit. b. They are non-transferable, non-tradeable, represent no ownership or debt, generate no dividends, and cannot be listed on any exchange. ^{[R23][R24]}

Under FINMA's ICO Guidelines (16 February 2018), WikiDeal Cash Rewards qualify as **utility tokens** — granting digital access to the WikiDeal platform and civic participation rights. Utility tokens are not treated as securities if usable at time of issuance. WikiDeal Cash Rewards are immediately usable. ^[R9]

Even under recharacterization as securities, **multiple prospectus exemptions** apply under FinSA Art. 36: fewer than 500 investors (WikiDeal: 0 to date, pre-launch), total value below CHF 8 million (WikiDeal: CHF 0 to date, pre-launch). ^[R25]

7.2.2 Banking Regulation (BankG)

Under the donation model, WikiDeal does **not accept public deposits** — it receives donations. This eliminates the banking license question entirely. ^[R10]

Even under worst-case recharacterization as deposits: the FINMA sandbox (BankG Art. 6 para. 2) allows up to CHF 1 million without authorization, and the FinTech license (BankG Art. 1b) allows up to CHF 100 million with simplified requirements. ^{[R19][R20]}

7.2.3 Collective Investment Schemes (CISA)

WikiDeal is not a collective investment scheme under CISA Art. 7: no pooled fund, no fund manager, individual contracts, contributions fund R&D not a portfolio. Non-profit associations are additionally exempt under CISA Art. 2 para. 3. [R28]

7.2.4 Crowdfunding Classification

FINMA's Fact Sheet on Crowdfunding (2014, updated) identifies four types: [R22]

Type	FINMA Regulation	WikiDeal Status
Donation-based	Not regulated by FINMA	✓ Primary characterization
Reward-based	Not regulated by FINMA	✓ Secondary (Cash Rewards as reward)
Lending-based	Banking license required (> CHF 1M)	✗ Excluded — not a loan
Equity-based	Securities regulation applies	✗ Excluded — no equity

POSITION VIS-À-VIS FINMA

WikiDeal falls within the donation-based and reward-based crowdfunding categories — both explicitly outside FINMA's regulatory perimeter. No banking license, no prospectus, no CISA authorization, and no securities dealer registration are required.

7.3 Federal Tax Administration (AFC / ESTV), Bern

Mandate: Administers federal direct tax (DBG), withholding tax (VStG), VAT (MWSTG), and stamp duty. Issues rulings on tax qualification of financial instruments and charitable deductions.

Legal basis: [DBG \(Federal Direct Tax Act\)](#); [MWSTG \(VAT Act\)](#)

Website: estv.admin.ch

AFC's potential concerns and WikiDeal's position:

- **Qualification of contributions:** Donations, not loans. No loan interest → no withholding tax (VStG Art. 4 not triggered). No movable asset income (DBG Art. 20 not applicable). [R4][R17][R18]

- **Gains from retained Cash Rewards:** Taxable as "other income" under DBG Art. 23 in the year of receipt. Natural income smoothing across multiple years reduces marginal tax impact. [R6] [R30]
- **Donation deductibility:** FULL SUPPORT contributions to Yinternet.org Foundation may be deductible under DBG Art. 33a (up to 20% of net income). WikiDeal does not systematically claim this deduction for contributors — it is their choice. [R7]
- **VAT:** WikiDeal Association benefits from non-profit threshold (CHF 150,000, MWSTG Art. 10) and membership fee exemption (CHF 250,000, MWSTG Art. 21 para. 2 no. 13). Donations are excluded from turnover. [R11][R12]

POSITION VIS-À-VIS AFC

The donation model eliminates withholding tax questions, simplifies income classification, and provides clear rules for both contributors (gains taxable as received) and the association (no VAT on donations, membership exemption on Cash Rewards). Annual contribution statements will be issued to facilitate tax reporting.

7.4 Canton of Geneva — Tax Administration (AFC-GE)

Mandate: Administers cantonal and communal income, wealth, and property taxes. Grants and monitors tax-exemption rulings for foundations and associations domiciled in Geneva.

Legal basis: LIPP (Loi sur l'imposition des personnes physiques, Geneva); LIPM (Loi sur l'imposition des personnes morales)

Website: ge.ch/impots

Geneva-specific considerations:

- **Foundation tax exemption:** Yinternet.org Foundation holds a valid tax-exemption ruling from the Canton of Geneva. The ruling is based on the foundation's exclusively public-interest objectives. The WikiDeal project, as applied R&D in digital governance, falls within these objectives. [R13]
- **Donation deduction for Geneva taxpayers:** Up to 20% of net income under LIPP Art. 37 lit. i. Minimum CHF 100/year. Applies to donations to Yinternet.org Foundation (FULL SUPPORT and re-donations from gains). [R31]
- **Wealth tax:** Outstanding contributions (if any receivable remains) declared in contributor's wealth statement. Donations reduce taxable net wealth immediately.
- **Maintaining the exemption:** Annual reporting to the cantonal tax administration. All foundation expenditures documented as public-interest activities. No profit distribution, no commercial activity. [R13]

POSITION VIS-À-VIS CANTON OF GENEVA

The foundation's Geneva tax-exemption ruling is well-established. The WikiDeal project reinforces the public-interest mission. Contributor donations and re-donations are deductible for Geneva-resident taxpayers. No action required beyond standard annual reporting.

7.5 Federal Audit Oversight Authority (RAB), Bern

Mandate: Supervises audit firms and individual auditors in Switzerland. Ensures quality and independence of statutory audits, including audits of foundations.

Legal basis: [RAG \(Audit Oversight Act\)](#)

Website: rab-asr.ch

RAB's relevance to WikiDeal:

- **Statutory audit requirement:** Yinternet.org Foundation must designate a RAB-licensed audit body (CC Art. 83b). The audit covers all financial flows including donations received and distributions made via the WikiDeal system. [R14]
- **Audit scope:** The auditor must verify that foundation assets are used for their designated purpose, that no unauthorized activities are conducted, and that financial statements comply with Swiss GAAP or applicable standards.
- **WikiDeal's advantage:** The fully automated, transparent distribution system with immutable audit trail makes the auditor's task significantly easier than for traditional foundations with manual fund allocation.

7.6 Federal Data Protection and Information Commissioner (FDPIC), Bern

Mandate: Supervises compliance with the Federal Act on Data Protection (FADP/nDSG), particularly regarding processing of personal data by private entities.

Legal basis: [nDSG \(new Federal Act on Data Protection, in force 1 Sept 2023\)](#)

Website: edoeb.admin.ch

Data protection considerations:

- **Contributor data:** The WikiDeal system processes personal data (name, contact, contribution amounts, degree of support). This processing is lawful under nDSG Art. 6 (consent + contractual necessity).
- **Public dashboard:** invest.WikiDeal.net displays aggregate statistics only. No personally identifiable information is published without consent.

- **Data minimization:** Only data necessary for the contribution relationship and legal obligations (tax reporting, audit) is collected.
- **Cross-border transfer:** If contributor data is processed outside Switzerland, nDSG Art. 16–17 applies (adequate protection level required). The WikiDeal platform is hosted in Switzerland.

7.7 Anti-Money Laundering (AMLA / GwG) Compliance

Mandate: The Anti-Money Laundering Act applies to financial intermediaries. Supervision by FINMA or a self-regulatory organization (SRO).

Legal basis: [GwG \(Anti-Money Laundering Act\)](#)

AML position:

- **WikiDeal Association is not a financial intermediary:** It does not accept deposits on a professional basis, does not issue securities, and does not manage third-party assets. Therefore, AMLA does not apply directly. ^[R10]
- **Voluntary compliance:** Nevertheless, the WikiDeal Association will implement basic KYC (Know Your Customer) measures for contributions above CHF 5,000, as a matter of good practice and to anticipate potential regulatory expectations at scale.
- **Payment channels:** All contributions are made via regulated Swiss banking channels (bank transfer), which themselves apply AMLA due diligence.

SUMMARY — ALL SUPERVISORY INSTITUTIONS

Institution	Jurisdiction	WikiDeal Status
ESA/ASF (Foundation supervision)	CC Art. 84	✓ Fully compliant — two-tier structure, purpose-aligned
FINMA (Financial markets)	FinSA, FMIA, BankG, CISA	✓ Outside regulatory perimeter — donation/reward crowdfunding
AFC/ESTV (Federal tax)	DBG, VStG, MWSTG	✓ Clear tax treatment — gains as income, no WHT
AFC-GE (Geneva cantonal tax)	LIPP, LIPM	✓ Tax exemption maintained — deductions available
RAB (Audit oversight)	RAG, CC Art. 83b	✓ Annual audit — automated trail simplifies compliance
FDPIC (Data protection)	nDSG	✓ Consent-based, Swiss-hosted, data minimization
AMLA/GwG (Anti-money laundering)	GwG	✓ Not applicable — voluntary KYC above CHF 5,000

8. Annual Report Indicators — Compliance

Evidence Framework

This chapter defines the measurable indicators, evidence, and proofs that will be included in the WikiDeal annual report, enabling the Federal Supervisory Authority for Foundations (ESA), auditors, and other supervisory bodies to verify compliance with Swiss law and the foundation's public-interest purpose. All data is published in wiki mode — fully visible and auditable.

8.1 Governance Evidence (Democratic Functioning)

Indicator	Description	Regulatory Purpose
Minutes of meetings (PV)	Published minutes of all foundation board meetings, WikiDeal Association board meetings, and user group assemblies.	Evidence-based governance — demonstrates active oversight (CC Art. 84). [R2]
Voting records	All calls to vote documented with proposals, participation rates, and outcomes — following Swiss direct democracy principles (initiatives, referendums, counter-proposals).	Demonstrates democratic decision-making and community governance. [R16]
User group decisions	Documented decisions from thematic (legal, communication, technology) and regional user groups, showing a functioning distributed governance network.	Evidence of genuine participatory structure — not a top-down organization.
Board composition evolution	Tracking of progressive transition from founder-appointed to community-elected board seats (sortition + competence nomination).	Demonstrates "Exit to Community" progress (CC Art. 83d — organizational adaptation). [R16]

8.2 Financial Integrity Indicators (Non-Profit Compliance)

Indicator	Description	Regulatory Purpose
Zero profit distribution	Audited confirmation that no profits, dividends, bonuses, or performance-based compensation were distributed to any board member, staff, or natural person.	Core requirement for tax-exempt status and non-profit compliance. [R3][R13]
Commission reduction trajectory	Year-over-year tracking of marketplace commission rates, demonstrating progressive reduction toward zero. All surplus redistributed as commission reductions — exclusively benefiting service providers, suppliers, and end users.	Proves the marketplace operates for public benefit, not extraction. [R2]
Surplus reinvestment	Breakdown of all surplus allocation: platform development, user support, governance infrastructure, community building. No accumulation for non-statutory purposes.	Foundation assets used for designated purpose (CC Art. 84 para. 2). [R2]
Contribution flow audit	Complete traceability: total donations received → Cash Rewards issued → Cash Rewards allocated to projects → Cash Rewards retained by donors → economic value distributed. Immutable audit trail.	Full transparency for ESA and statutory auditor. Exceeds CC Art. 83b. [R14]

8.3 FINMA Compliance Indicators

Indicator	Description	Regulatory Purpose
Cash Reward holders (project users)	Total number of Cash Reward holders — i.e., project users holding active Cash Rewards. Tracked to ensure FinSA Art. 36(1)(b) exemption (< 500) remains valid, or to trigger prospectus preparation if threshold approaches.	Prospectus exemption monitoring. [R25]
Cumulative money raised	Cumulative CHF raised from contributions. Tracked against FinSA Art. 36(1)(e) threshold (CHF 8 million / 12 months).	Second prospectus exemption monitoring. [R25]
Sandbox compliance	Total outstanding obligations (if any) vs. CHF 1 million sandbox threshold (BankG Art. 6 para. 2).	Banking license trigger monitoring. [R19]
Token characterization	Annual confirmation that WikiDeal Cash Rewards remain utility tokens (digital access + civic participation rights, usable at issuance, non-transferable).	FINMA ICO Guidelines compliance. [R9]
No secondary market	Confirmation that no secondary trading of Cash Rewards occurred. All transfers require foundation approval.	Securities characterization prevention. [R23] [R24]

8.4 Tax & VAT Indicators

Indicator	Description	Regulatory Purpose
Annual contribution statements	Issued to each contributor: total donated, Cash Rewards received, Cash Rewards allocated to projects, economic value from rewards, re-donations made.	Tax reporting support (DBG Art. 16, Art. 23). [R6][R30]
VAT turnover monitoring	Domestic taxable turnover tracked vs. CHF 150,000 non-profit threshold (MWSTG Art. 10 para. 2). Donations excluded from calculation.	VAT liability trigger monitoring. [R11]
Foundation tax-exemption maintenance	Annual filing to Geneva cantonal tax administration with activity report and financial statements.	Preserve tax-exempt status. [R13]

8.5 Audit & Data Protection Indicators

Indicator	Description	Regulatory Purpose
Statutory audit report	Annual audit by RAB-licensed audit body. Covers all financial flows, purpose compliance, and internal controls.	CC Art. 83b / RAG compliance. [R14]
Open-source code audit	WikiDeal platform source code (AGPL v3) publicly available. Distribution rules independently verifiable by any party.	Algorithmic transparency — unique advantage over traditional foundations.
Data protection compliance	Annual confirmation of nDSG compliance: data minimization, consent-based processing, Swiss hosting, no unauthorized cross-border transfers.	FDPIC compliance (nDSG Art. 6, 16–17).
KYC measures	Documentation of voluntary KYC applied to contributions above CHF 5,000, even though AMLA does not formally apply.	Voluntary compliance — demonstrates good faith and anticipates future regulatory expectations.

8.6 Platform Performance Indicators (Public-Interest Impact)

Indicator	Description	Regulatory Purpose
Subscriptions sold to end users	Total subscriptions, number of active users, geographic distribution.	Demonstrates real marketplace adoption — the R&D program produces results.
Active marketplaces	Number and type of active marketplaces (currently 7). Thematic and regional breakdown.	Evidence of functioning prototype and scalability.
User groups active	Number, type, and activity level of thematic and regional user groups.	Evidence of distributed governance and community engagement.
Commission rate evolution	Historical and current commission rates. Trajectory toward zero.	Demonstrates non-extractive business model — surplus flows back to users.
Countries reached	Number of countries with active contributors and/or users (pre-launch; targeted multi-country reach).	International impact — justifies ESA (federal, not cantonal) supervision.
R&D publications	Academic papers, reports, presentations produced by or about the WikiDeal project.	Research output — confirms applied R&D character of the foundation's program.

COMPLIANCE COMMITMENT

All indicators above will be published annually in wiki mode on WikiDeal.net, included in the statutory annual report to the ESA, and made available to the statutory auditor. The automated, transparent nature of the WikiDeal platform ensures that most indicators are generated in real time — not reconstructed ex post. This level of transparency is exceptional in the Swiss foundation landscape and demonstrates the project's commitment to regulatory excellence.

9. Combined Scenario: Contribution + Gain + Re-Donation

8.1 Scenario Parameters

Parameter	Value
Contributor	Single taxpayer, domiciled in Geneva
Annual employment income	CHF 100,000 (net, after social contributions)
Donation to WikiDeal	CHF 10,000 (Personal Project Reward)
Multiplier at donation	×50 (Round 1 average) → 500,000 Cash Rewards received
Cash Rewards retained (personal)	Portion generating economic reward
Cash Rewards allocated to projects	Remainder → pure civic contribution
Total economic value from retained Cash Rewards (over ~54 months)	CHF 50,000 (hypothetical maximum)
Voluntary re-donation to Foundation (Year 2)	CHF 5,000 (from gains)

8.2 Tax Calculation — Geneva, Single Taxpayer (Year 2)

Without re-donation

Employment income	CHF 100,000
WikiDeal gains (Year 2 portion, ~CHF 11,100/year)	CHF 11,100
Total taxable income	CHF 111,100
Estimated total tax (federal + cantonal + communal)	~CHF 50,500

With CHF 5,000 re-donation to Yinternet.org Foundation

Employment income + gains	CHF 111,100
Less: Charitable donation	– CHF 5,000
Total taxable income	CHF 106,100
Estimated total tax	~CHF 47,500

8.3 Net Impact

Element	Amount
Tax saving from re-donation (Year 2)	~CHF 3,000
Effective cost of CHF 5,000 re-donation	~CHF 2,000
Tax efficiency	~60%

KEY INSIGHT FOR CONTRIBUTORS

A Geneva-based contributor who re-donates CHF 5,000 of their WikiDeal gains to Yinternet.org Foundation effectively reduces the cost of that re-donation to ~CHF 2,000 after tax savings. The foundation receives the full CHF 5,000. This circular mechanism — donate → gain → re-donate → tax benefit → foundation strengthened — creates a virtuous cycle of community investment. ^{[R7][R13]}

10. International Considerations (Summary)

WikiDeal is in pre-launch phase and targets contributors across multiple countries. The following general principles apply under the donation model:

Jurisdiction	Donation Treatment	Gains from Cash Rewards	Re-Donation Deduction	Notes
EU Member States	Not deductible (foreign foundation)	Taxable as miscellaneous income	Generally not deductible	No EU harmonization for foreign foundation donations. ^[R31]
France	Not deductible	Flat tax 30% (PFU) or progressive scale	Not deductible	Consider Hamon Law for social economy aspects.
Germany	Not deductible (non-EU)	25% Abgeltungssteuer + Soli	Not deductible	German fiscal court ruling (Jan 2026) addressed Swiss foundation deductibility — denied. ^[R32]
Brazil	Not deductible	15–27.5% as foreign-source income	Not deductible	Banco Central reporting required > USD 100,000/year.
United States	Not deductible (not 501(c)(3))	Ordinary income	Not deductible	FATCA reporting may apply.
United Kingdom	Not deductible	Miscellaneous income	Not deductible	HMRC classification depends on volume.

RECOMMENDATION FOR INTERNATIONAL CONTRIBUTORS

Contributors domiciled outside Switzerland should consult a tax advisor in their country of residence. WikiDeal will provide annual statements showing: total donation, Cash Rewards received, Cash Rewards allocated to projects, economic value from retained Cash Rewards, and any re-donations to the foundation. The re-donation tax advantage described in Chapter 8 is primarily available to Swiss-resident taxpayers.

11. Recommendations

1. **Obtain a formal legal opinion (*avis de droit*)** from a licensed Swiss attorney specialized in foundation law and financial regulation, confirming:

- The qualification of WikiDeal contributions as donations (not loans or investments) [R4][R5]
- The non-applicability of FINMA securities and banking regulation [R9][R22]
- The tax treatment of contributor rewards as described in Chapter 5 [R6][R7]
- The VAT position under the membership fee characterization [R11][R12]
- The CISA non-applicability [R28]

Estimated cost: CHF 5,000–10,000. Recommended before scaling beyond Round 1 (CHF 1,000,000).

2. **Engage proactively with the ESA (Bern)** by providing: this study, the formal legal opinion, the WikiDeal Financial Contribution Report, and the WikiDeal Association draft statutes. Proactive disclosure builds trust. [R8]

3. **Consult FINMA-designated experts.** Identify specialized counsel from FINMA's list of approved supervisory organizations or from the Swiss Foundation Code network (SwissFoundations). Present the model for pre-clearance. [R29]

4. **Draft the WikiDeal Association statutes** to explicitly:

- Characterize contributions as donations to an R&D program of public interest
- Define Cash Rewards as tokens of gratitude with civic participation rights (not financial instruments)
- Frame Cash Reward acquisition as membership in the WikiDeal commons (for VAT exemption)
- Prohibit profit distribution to members, board, or any natural person
- Prohibit Cash Reward transfer without foundation approval

5. **Draft the contribution contract** to include:

- Explicit acknowledgment by the contributor that this is a donation with no guarantee of reward
- Clear description of the degree of support chosen and what it entails
- Disclosure that any economic value from retained Cash Rewards is taxable income
- Waiver of any claim against the foundation or association for repayment

◦ Succession clause: in the event of death, Cash Rewards are transmitted to legal heirs (CC Art. 457ff)

6. **Issue annual contribution statements** to all contributors, including: total donated, Cash Rewards received, Cash Rewards allocated to projects, economic value from retained Cash Rewards, re-donations made.

7. **Maintain the foundation's Geneva tax-exemption ruling** by filing annual reports and ensuring all expenditures are documented as public-interest activities. **[R13]**

Appendix A: Top 10 Legal References (Detailed)

The ten most critical legal references for demonstrating that the WikiDeal contribution system is a legitimate, compliant donation-based model — not a Ponzi scheme, not private equity, not subject to FINMA securities supervision, and not an unauthorized banking activity.

The Three Strongest References

REFERENCE 1 — FEDERAL SUPREME COURT 9C_570/2025 (17 DECEMBER 2025)

Context: This ruling directly addresses the core question of Chapter 4.1 and 4.2 — can a contribution to a foundation be a genuine donation when the donor receives benefits in return?

What the Court said: The Federal Tax Administration (FTA) argued that contributions to Foundation A were payments for taxable services, not donations, because donors received certain benefits (hotel stays, website mentions, board membership). The Court **rejected the FTA's position** and ruled that the contributions were genuine donations. The benefits were "socially customary" (*sozial üblich*) for the foundation's exclusive clientele and did not constitute a proportional economic counterpart.

Application to WikiDeal: WikiDeal Cash Rewards — given as tokens of gratitude with no guaranteed value, non-transferable, used for civic participation — are significantly *less* valuable as counterpart than the hotel stays and board memberships at issue in this case. If those benefits did not negate the donation character, WikiDeal Cash Rewards certainly do not. This is the strongest available precedent. ^[R21] — see Chapters 4.1, 4.2

Source: [search.bger.ch — 9C_570/2025](https://www.bger.ch/en/decision/9C_570_2025)

REFERENCE 2 — FINMA FACT SHEET ON CROWDFUNDING (DECEMBER 2014, UPDATED)

Context: This is the authoritative FINMA position on whether donation-based funding models require financial market authorization — directly relevant to Chapter 4.3 (FINMA prospectus) and Chapter 7.2 (FINMA positioning).

What FINMA says: "Crowdfunding is not subject to any specific regulatory requirements under Swiss law." FINMA explicitly distinguishes four types: donation-based, reward-based, lending-based, and equity-based. **Only lending-based and equity-based crowdfunding trigger FINMA licensing requirements.** Donation-based and reward-based models are not regulated.

Application to WikiDeal: The WikiDeal contribution system is clearly donation-based (primary) and reward-based (secondary — Cash Rewards as rewards). Both categories are explicitly outside FINMA's regulatory perimeter. This fact sheet, issued by FINMA itself, is the most direct evidence that no financial market authorization is required. ^[R22] — see Chapters 4.3, 7.2.4

Source: finma.ch — [Crowdfunding Fact Sheet](#)

REFERENCE 3 — CO ART. 239 (DONATION / SCHENKUNG) + FINSA ART. 36 (PROSPECTUS EXEMPTIONS)

Context: These two provisions, read together, establish the complete legal foundation for the WikiDeal model — relevant to Chapter 3.1 (donation qualification), Chapter 3.4 (loan exclusion), and Chapter 4.3 (FINMA).

What the law says:

- **CO Art. 239:** "A donation is a gift from one person's assets to another without corresponding consideration." The WikiDeal contribution is a voluntary transfer with no contractual obligation to repay — the *animus donandi* is established by the explicit zero-guarantee clause.
- **FinSA Art. 36(1)(b) and (e):** Even in a worst-case scenario where Cash Rewards are recharacterized as securities, no prospectus is required for offers to fewer than 500 persons [WikiDeal: 0 to date, pre-launch] or for total offers below CHF 8 million over 12 months [WikiDeal: CHF 0 to date, pre-launch].

Application to WikiDeal: The combination of donation qualification (CO Art. 239) and multiple prospectus exemptions (FinSA Art. 36) creates a double layer of legal protection. The first layer says no financial regulation applies because this is a donation, not a financial instrument. The second layer says that even if the first layer were breached, the project's scale is far below any regulatory threshold. ^{[R4][R25]} — see Chapters 3.1, 3.4, 4.3, 4.7

Sources: [CO Art. 239](#) · [FinSA Art. 36](#)

Swiss Civil Code (CC / ZGB)

Ref	Source	Content & Relevance
[R1]	CC Art. 80 (Foundations — establishment)	"A foundation is established by the endowment of assets for a particular purpose." This is the legal basis for Yinternet.org Foundation's existence. The WikiDeal project falls within the foundation's purpose of promoting ethical digital commons.
[R2]	CC Art. 84 para. 2 (Supervisory oversight)	"The supervisory authority shall ensure that the foundation's assets are used for their designated purpose." The ESA has standing to review whether WikiDeal activities are consistent with the foundation's stated mission. This study demonstrates they are.
[R3]	CC Art. 60–79 (Associations)	Legal basis for the WikiDeal Association as a non-profit entity. Art. 60 para. 1: "Associations which have a political, religious, scientific, artistic, charitable, social, or any other non-commercial purpose acquire legal personality as soon as the intention to exist as a corporate body is apparent from their articles of association."
[R14]	CC Art. 83b (Audit requirement)	Foundations must designate an audit body. Exemption possible if balance sheet < CHF 200,000 (Art. 83b para. 2). Annual reporting to the supervisory authority is mandatory regardless.

Code of Obligations (CO / OR)

Ref	Source	Content & Relevance
[R4]	CO Art. 239–252 (Donation / <i>Schenkung</i>)	Art. 239: "A donation is a gift from one person's assets to another without corresponding consideration." The WikiDeal contribution is a donation: the contributor transfers funds voluntarily to support an R&D project with no contractual right to repayment. The <i>animus donandi</i> is established by the explicit zero-guarantee clause in the contribution contract.
[R5]	CO Art. 312–318 (Loan / <i>Darlehen</i>)	Art. 312: "By the loan agreement, the lender undertakes to transfer ownership of a sum of money or other fungible goods to the borrower, and the borrower undertakes to return goods of the same type, quality, and quantity." This characterization is explicitly excluded for WikiDeal contributions because there is no obligation to return. The contribution contract contains no repayment schedule, no maturity, and no interest obligation.
[R15]	CO Art. 394–406 (Mandate / <i>Auftrag</i>)	Legal basis for the mandate relationship between Yinternet.org Foundation and the WikiDeal Association. Art. 394: "By accepting a mandate, the mandatary undertakes to carry out the business or provide the services entrusted to him." The association operates under explicit mandate terms defining quality, governance, and reporting obligations.

Federal Tax Law

Ref	Source	Content & Relevance
[R6]	DBG Art. 16 para. 1 (Income definition)	"All recurring and one-time income is subject to income tax." Any economic value derived from retained WikiDeal Cash Rewards constitutes taxable income in the year of receipt. There is no exemption for gains from donation-based participatory systems.
[R7]	DBG Art. 33a (Charitable donation deduction)	"Voluntary cash contributions to legal entities domiciled in Switzerland that are tax-exempt on account of their public-interest or exclusively charitable purposes may be deducted from income, up to a maximum of 20% of net income." Applies to FULL SUPPORT donations to Yinternet.org Foundation and to re-donations from gains. Minimum: CHF 100/year.
[R30]	DBG Art. 23 lit. f (Other income)	Catchall provision for income not classified elsewhere. WikiDeal subscription gains — being neither employment income, self-employment income, nor investment income in the traditional sense — fall under this general provision.
[R17]	DBG Art. 20 para. 1 lit. a (Movable asset income)	"Interest on deposits, bonds, and similar claims." Relevant only under the rejected loan model. Under the donation model, no interest is paid — Cash Reward value appreciation is classified as "other income" under Art. 23, not as interest under Art. 20.
[R18]	VStG Art. 4 para. 1 lit. a (Withholding tax)	35% withholding tax on interest from bonds and bank deposits. Not applicable to WikiDeal under the donation model (no interest payments) and likely not applicable even under the loan model (withholding tax applies to bonds and bank deposits, not to individual loan interest — confirmed by Lenz & Staehelin, ASA 83, H.11-12, pp. 969-990).

VAT Law

Ref	Source	Content & Relevance
[R11]	MWSTG Art. 10 (VAT liability thresholds)	Para. 1: CHF 100,000 threshold for standard businesses. Para. 2 lit. a: CHF 150,000 threshold for non-profit/volunteer/sports/cultural associations. The WikiDeal Association, as a non-profit, benefits from the higher threshold. Donations are excluded from turnover calculation.
[R12]	MWSTG Art. 21 para. 2 no. 13 (Non-profit membership exemption)	Supplies by non-profit organizations to members for statutory purposes are exempt from VAT up to CHF 250,000/year. If Cash Reward acquisition is characterized as membership in the WikiDeal commons with governance rights, this exemption applies to the core contribution stream.

Financial Market Regulation

Ref	Source	Content & Relevance
[R9]	FINMA ICO Guidelines (16 February 2018)	Three token categories: payment, utility, asset. "Utility tokens will not be treated as securities if their sole purpose is to confer digital access rights to an application or service and if the utility token can actually be used in this way at the time of its issuance." WikiDeal Cash Rewards are utility tokens — usable immediately for platform access and project support. Source: finma.ch/en/news/2018/02/20180216-mm-ico-wegleitung/
[R10]	Banking Act (<i>BankG</i>) Art. 1 para. 2	Defines who requires a banking license. Accepting public deposits on a professional basis triggers the requirement. Under the donation model, WikiDeal does not accept "deposits" — it receives donations. This eliminates the banking license question entirely.
[R19]	BankG Art. 6 para. 2 (Sandbox)	Since 1 August 2017, companies may accept public deposits up to CHF 1 million without banking authorization ("sandbox"). Deposits must not be invested or carry interest. Even in a worst-case recharacterization, WikiDeal's current CHF 0 (pre-launch) is far below this threshold.
[R20]	FinTech License (BankG Art. 1b)	Allows acceptance of public deposits up to CHF 100 million, provided deposits are not invested. Requirements are less strict than a full banking license. Available as a fallback if the project scales significantly and the donation characterization is challenged.
[R22]	FINMA Fact Sheet on Crowdfunding (December 2014, updated)	Identifies four types: donation-based, reward-based, lending-based, equity-based. "Crowdfunding is not subject to any specific regulatory requirements under Swiss law." Donation-based and reward-based crowdfunding are not regulated by FINMA. WikiDeal falls in these categories. Source: finma.ch — <i>Fact Sheets — Crowdfunding</i>
[R23]	FinSA Art. 3 lit. b (Securities definition)	Securities are "standardised certificated and uncertificated securities, derivatives and intermediated securities that are suitable for mass trading." WikiDeal Cash Rewards fail all criteria: not standardized for trading, not listed, not transferable without foundation approval.
[R24]	FMIA Art. 2 lit. b (Securities definition)	Mirror definition to FinSA. Same analysis applies. WikiDeal Cash Rewards are not securities under either act.

[R25]	FinSA Art. 36 (Prospectus exemptions)	Even if Cash Rewards were securities, no prospectus required because: (b) < 500 investors (WikiDeal: 0 to date, pre-launch); (e) total value < CHF 8 million over 12 months (WikiDeal: CHF 0 to date, pre-launch). Source: Jentsch, "Exemptions and Alleviations from the Duty to Publish a Prospectus under FinSA and FinSO" (CapLaw 2020-70).
[R28]	CISA Art. 7 para. 1 (Collective investment definition)	"Collective investment schemes are assets raised from investors for the purpose of collective investment, and which are managed for the account of such investors." WikiDeal fails all elements: not raised for investment, not managed for investor accounts, no pooled fund, individual contracts. Art. 2 para. 3 additionally exempts non-profit associations and foundations.

Federal Council Reports & DLT Legislation

Ref	Source	Content & Relevance
[R26]	Federal Council Report — "Legal framework for distributed ledger technology and blockchain in Switzerland" (14 December 2018)	162-page report concluding that Switzerland's legal framework is "well suited" for DLT and blockchain. No need for specific new legislation. Recognizes that not all tokens trigger securities regulation. Source: newsd.admin.ch/newsd/message/attachments/55153.pdf
[R27]	DLT Act (<i>Bundesgesetz zur Anpassung des Bundesrechts an Entwicklungen der Technik verteilter elektronischer Register</i>), entered into force 1 August 2021	Amends several acts (CO, CISA, BankG, FMIA, FinSA) to accommodate DLT. Creates legal category for "DLT trading facilities" and "uncertificated register securities" (<i>Registerwertrechte</i>). Confirms Swiss approach: integrate new tech into existing law rather than creating new regulatory silos. Source: Library of Congress Global Legal Monitor, 3 March 2021.

Jurisprudence

Ref	Source	Content & Relevance
[R21]	Swiss Federal Supreme Court, 17 December 2025 (9C_570/2025)	Charitable donations vs. taxable services. The Court ruled that contributions to Foundation A were <i>donations</i> , not payments for taxable services, despite donors receiving certain benefits (hotel stays, website mentions, board membership). Benefits were "socially customary" (<i>sozial üblich</i>) for the foundation's clientele. Directly supports WikiDeal: Cash Rewards as gratitude tokens do not negate donation character. Source: <i>search.bger.ch (9C_570/2025)</i>
[R32]	German Federal Fiscal Court, 29 January 2026 (X R 20/22)	Clarified deductibility of donations to Swiss foundations under German tax law — denied. Relevant for international contributors: confirms that German taxpayers cannot deduct donations to Swiss foundations. No impact on Swiss-side characterization.

Cantonal Law & Tax Exemption

Ref	Source	Content & Relevance
[R13]	Geneva tax-exemption ruling for Yinternet.org Foundation	Granted by the Canton of Geneva tax administration. Foundation is exempt from cantonal and communal profit and capital taxes (ICC). Donations to the foundation are deductible for Geneva taxpayers up to 20% of net income. Source: <i>ge.ch/dossier/philanthropy-portal</i> — confirmed that Swiss taxpayers donating to tax-exempt institutions may deduct donations.
[R31]	Geneva LIPP Art. 37 lit. i (Cantonal donation deduction)	Allows deduction of charitable donations up to 20% of net income for Geneva-resident taxpayers. Minimum CHF 100/year. Applicable to donations to Yinternet.org Foundation.

Doctrine & Best Practice

Ref	Source	Content & Relevance
[R16]	"Exit to Community" governance model (various academic sources)	Governance framework where a project transitions from founder/investor ownership to community ownership. Applied by WikiDeal through progressive democratic transition (sortition + competence nomination). Reinforces the public-interest character of the project.
[R29]	Swiss Foundation Code (SwissFoundations, 3rd edition, 2021)	Recommends two-tier structure (mission-holding foundation + operational entity) for foundations engaged in operational activities. Principle 7: "The foundation board ensures that the foundation's activities are in line with its purpose." Available at <i>swissfoundations.ch</i> .
[R8]	ESA / ASF — Federal Supervisory Authority for Foundations (Bern)	Supervises 5,520+ foundations. Mandate: ensure assets are used for designated purpose (CC Art. 84). ESA now accepts English activity reports (since 2023). Source: <i>esa.admin.ch</i>

Appendix B: Complete Legal Reference Index

All 32 legal references with direct links. For detailed analysis of each, see Appendix A (top 10) and the relevant chapters of this study.

Ref	Source	Link
[R1]	CC Art. 80 — Foundation establishment	fedlex.admin.ch
[R2]	CC Art. 84 — Supervisory oversight	fedlex.admin.ch
[R3]	CC Art. 60–79 — Associations	fedlex.admin.ch
[R4]	CO Art. 239–252 — Donation (<i>Schenkung</i>)	fedlex.admin.ch
[R5]	CO Art. 312–318 — Loan (<i>Darlehen</i>)	fedlex.admin.ch
[R6]	DBG Art. 16 — Income definition	fedlex.admin.ch
[R7]	DBG Art. 33a — Charitable donation deduction	fedlex.admin.ch
[R8]	ESA / ASF — Federal Supervisory Authority	esa.admin.ch
[R9]	FINMA ICO Guidelines (2018)	finma.ch
[R10]	BankG Art. 1 — Banking license	fedlex.admin.ch
[R11]	MWSTG Art. 10 — VAT thresholds	fedlex.admin.ch
[R12]	MWSTG Art. 21 — Non-profit exemption	fedlex.admin.ch
[R13]	Geneva tax-exemption ruling	ge.ch
[R14]	CC Art. 83b — Audit requirement	fedlex.admin.ch
[R15]	CO Art. 394–406 — Mandate	fedlex.admin.ch
[R16]	"Exit to Community" governance model	Various academic sources
[R17]	DBG Art. 20 — Movable asset income	fedlex.admin.ch
[R18]	VStG Art. 4 — Withholding tax	fedlex.admin.ch
[R19]	BankG Art. 6 — Sandbox (CHF 1M)	fedlex.admin.ch
[R20]	BankG Art. 1b — FinTech license	fedlex.admin.ch
[R21]	ATF 9C_570/2025 — Donation vs. taxable services	bger.ch
[R22]	FINMA Crowdfunding Fact Sheet	finma.ch
[R23]	FinSA Art. 3 — Securities definition	fedlex.admin.ch
[R24]	FMIA Art. 2 — Securities definition	fedlex.admin.ch

[R25]	FinSA Art. 36 — Prospectus exemptions	fedlex.admin.ch
[R26]	Federal Council DLT Report (2018)	admin.ch
[R27]	DLT Act (in force 1 Aug 2021)	fedlex.admin.ch
[R28]	CISA Art. 7 — Collective investment	fedlex.admin.ch
[R29]	Swiss Foundation Code (3rd ed., 2021)	swissfoundations.ch
[R30]	DBG Art. 23 — Other income	fedlex.admin.ch
[R31]	Geneva LIPP Art. 37 — Cantonal deduction	ge.ch
[R32]	German BFH X R 20/22 (Jan 2026)	bloombergtax.com

Appendix C: WikiDeal Financial Contribution Report v3.5

The complete WikiDeal Financial Contribution Report is included below. It provides the full operational description of the WikiDeal contribution system. Together with the Fiscal & Legal Framework Study above, it forms the complete documentation package for presentation to the ESA, FINMA-designated experts, and legal counsel.

WIKIDEAL

"Fair deals with nice people"

WikiDeal Financial Contribution Report Contributor & Cash Rewards System

The R&D financial contribution model · Contributor options · Membership subscription · Progressive payment · Exit to Community · Comparative study · Software development plan

Version 2.0 — March 2026

Concept by Theo Bondolfi for Yinternet.org Foundation

Produced by: WikiDeal Team

Platform: **invest.WikiDeal.net**

Foundation: Yinternet.org Foundation · Geneva, Switzerland · est. 1998

Language: English (100%)

**V2.0 · FINANCIAL CONTRIBUTION REPORT · FOR
CONTRIBUTORS & PARTNERS**

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1. Executive Summary

WikiDeal is an **applied research and development program** building a decentralized, user-owned digital platform with two core components: a **marketplace for fair agreements** (based on participative contracts and related resources, alerts, compensation, measures, and arbitration), and a **wiki where agreement models are debated** by conscious consumers, consumer organizations, jurists, lawyers, and humanist/social entrepreneurs. It is structured as a digital commons — a shared resource governed by its users, not by shareholders or advertisers — incubated by **Yinternet.org Foundation**, Geneva, Switzerland, established 1998.

This document is the official **Financial Contribution Report** for WikiDeal contributors. It explains the economic mechanism, the contributor's rights and options, how end-user subscriptions fund Cash Rewards, and how the "Exit to Community" principle governs the entire system.

△ ABOUT REWARDS — A NECESSARY NUANCE

Rewards from your contribution to WikiDeal are **not guaranteed**. This is by design — and it matters that you understand it clearly.

In the early phase of the platform, rewards depend entirely on the growth of the platform and the volume of **subscription revenue** collected from users. As the first reward activations begin to materialize — contributors seeing their Cash Rewards gain value — this creates a stimulating signal for new contributors, reinforcing the ecosystem's growth.

The contributor profile evolves over time. **Early contributors** tend to be entrepreneurs and governance-minded individuals who understand the wiki governance model, believe in the project's mission, and are comfortable with early-phase uncertainty. **Later contributors** will increasingly include institutions, foundations, and organizations that want to direct capital toward specific audiences: women in developing regions, micro-entrepreneurs, individuals seeking fair and ethical supplemental income.

The earlier you contribute, the greater your Cash Reward multiplier — and the greater your proportional stake in all future subscription-funded reward distributions. Pioneer commitment is rewarded structurally.

□ THE CORE PROMISE

You contribute capital to an applied R&D program. In return, you receive **Cash Rewards** at a curve-determined multiplier. Cash Rewards are funded by the platform's **subscription revenue** — paid by users who sign contracts or transact on WikiDeal. Revenue flows back to you automatically — pro-rata, continuously, from the moment of your contribution, within a global cap of CHF 50 million in Cash Rewards. Your capital comes back. The community keeps growing. The rules never change.

Current Multiplier

×50

×100 at launch → ×30 at the Round 1 target (average ×50)

Round 1 Target

CHF 1,000,000

Pioneer Round · funded toward the CHF 50M reward cap

Total Raised

CHF 0

Pre-launch · Round 1 opening

Active Contributors

0

Pre-launch · 1 Cash Reward = 1 vote

5% Value Increase Starts

Jan 1, 2027

Annual value increase on reward balances

Minimum Contribution

CHF 1,000

CHF-denominated · Swiss franc stability

2. What Is WikiDeal? — The Digital Commons

2.1 Mission & the R&D Foundation Model

WikiDeal is not a startup seeking profit. It is an R&D program with a public mission: to build and prove that a global, user-owned marketplace can function fairly, transparently, and sustainably — without extracting value from the people who use it.

The program is incubated by **Yinternet.org Foundation**, a Swiss non-profit founded in Geneva in 1998 that has worked on internet governance and digital rights for over 25 years. Yinternet.org Foundation acts as the legal steward of the WikiDeal commons. It holds the intellectual property, employs the development team, and ensures that the rules of the system are enforced — but it does not profit from the system.

□ WHY "R&D PROGRAM"?

WikiDeal is proving a model that does not yet exist at scale. The question it is answering is: *"Can a marketplace be owned by its users, governed democratically, and still function efficiently in global commerce?"* Your contribution funds this research and the development of the platform that will demonstrate the answer. This framing is deliberate and important: you are not buying a product. You are investing in a proof of concept that has the potential to change how digital commerce works.

The operational structure is simple:

1. **Contributors** donate to the R&D program. They receive Cash Rewards as tokens of gratitude at a favorable bonding curve rate and choose how to allocate their rewards — either to community projects or personal projects — but only if the platform succeeds in generating subscription revenue.
2. **End users** take out a paid subscription — mandatory to sign a contract or transact on the platform (CHF 10/year, or CHF 1/month plus CHF 2 in fees), optional for those who only browse or access contract templates — giving them access to the WikiDeal ecosystem, governance rights, and a share in the marketplace economy.
3. **Yinternet.org Foundation** deploys donated capital toward education, infrastructure, and legal costs — with full public transparency.

2.2 Exit to Community — The Core Principle

Most digital ventures end in one of two ways: acquisition (a larger company buys it) or IPO (it sells shares to the public). Both exits typically result in the original community losing control of what they built.

WikiDeal is designed around a third path: **Exit to Community**. Instead of exiting toward investors or markets, WikiDeal exits toward the people who use it. As the platform grows, governance and ownership become progressively more distributed among contributors and users — until the foundation's role as steward becomes minimal, and the commons is genuinely self-governing.

This is explained in full in Chapter 5.

2.3 Current Status — March 2026

WikiDeal is in active pre-launch phase. Round 1 (Pioneer Round) of the contributor funding program is opening, targeting CHF 1,000,000. No funds have been raised to date — all figures in this study are theoretical illustrative examples. The team is composed of a founder, one software developer, a sysadmin, and a coordinator — all operating lean, with capital deployed directly into platform development.

3. The Financial Contribution Framework — How It Works

3.1 You Are Funding an R&D Program

When you contribute to WikiDeal, you are making a **financial contribution to an applied R&D program** — a donation to support the development of a commons-based marketplace. Your reward is not guaranteed — it depends on the project's success in generating subscription revenue. If the platform grows and users subscribe, your Cash Rewards are activated. If the platform fails to generate sufficient subscription revenue, reward activation is delayed or reduced accordingly.

This is fundamentally different from a loan (which carries fixed repayment regardless of project success) and from equity (which depends on profit). It is closest in structure to a revenue-based financing arrangement embedded within a commons governance model.

⚠ REWARD IS CONDITIONAL ON PROJECT SUCCESS

All rewards depend on the WikiDeal platform generating subscription revenue. Contributions are not guaranteed. If the platform fails to attract sufficient subscribing users, rewards are delayed or reduced accordingly. The contributor's donation is a complete gift — there is no guarantee of seeing the money again.

What Happens to Your Contribution

1. You contribute CHF N to the WikiDeal R&D program via invest.WikiDeal.net. This is your **initial donation**.
2. You immediately assign your contribution to a **community project task** from the priority project catalogue — or leave the choice to the foundation team.
3. The system records your contribution at the current bonding curve multiplier and issues you Cash Rewards accordingly (e.g., CHF 5,000 at the ×100 launch multiplier → 500,000 Cash Rewards; the same CHF 5,000 at the ×30 Round 1 target multiplier → 150,000 Cash Rewards). These are your **theoretical Cash Rewards**.
4. As the platform collects subscription revenue from users, your Cash Rewards are **activated** — transforming from theoretical to actual value.

5. You then decide how to allocate your activated rewards: **Community Project Reward** (allocate to community projects from the catalogue) or **Personal Project Reward** (retain for your own ecosystem-compatible project, subject to individual taxation).

3.2 The Bonding Curve — How Cash Rewards Are Priced

The number of Cash Rewards you receive per CHF contributed is determined by a bonding curve — a mathematical formula that makes the multiplier decrease as more capital is raised. Early contributors get more Cash Rewards per CHF, rewarding their pioneering commitment and higher risk tolerance.

Bonding Curve — Round 1 multiplier: $r = \text{current reserve (total CHF already raised in this round)}$ $i = \text{your contribution amount (CHF)}$ At Round 1 start ($r = 0$): multiplier = $\times 100$ Round 1 average: multiplier = $\times 50$ At Round 1 target ($r = 1,000,000$): multiplier = $\times 30$

Practical meaning: CHF 5,000 contributed at the start of Round 1 yields 500,000 Cash Rewards at $\times 100$. The same CHF 5,000 at the $\times 50$ average yields 250,000 Cash Rewards. The same CHF 5,000 at the Round 1 target ($\times 30$) yields only 150,000 Cash Rewards. **The earlier you contribute, the better your position.**

3.3 Two Reward Paths — Your Choice

Once your Cash Rewards are activated (through end-user subscription revenue), you choose how to allocate your rewards. This is an ongoing choice — you may adjust your allocation over time as new community projects become available.

Community Project Reward — Encouraged & Pushed

Allocate rewards to community projects from the priority catalogue

You convert your activated rewards into support for **community projects** — choosing which projects and communities to fund from the structured catalogue (regional development by continent, ethical marketing, data protection, minority promotion, legal framework, technology, education & training). If you do not choose, attribution is **automatic** based on foundation-defined priorities — with preference given to projects that have the least funding. This is the **second donation** — encouraged at 100%. Not individually taxable.

Personal Project Reward — Accepted & Taxable

Retain a percentage of rewards for your own ecosystem-compatible project

You retain part or all of your activated rewards for **your own personal project** within the WikiDeal ecosystem. Your project must be **pre-declared**: you describe what you will build, which market segment it serves, and how it integrates into the WikiDeal commons. The retained amount constitutes **taxable income** declared in

your income tax return (DBG Art. 23). Even after personal retention, you may choose to reinvest your personal gains into community projects from the catalogue — at your discretion.

□ ALGORITHMIC CONVERGENCE — TRANSPARENT & DEMOCRATIC

The ratio between Community Project Reward and Personal Project Reward is governed by a **mathematical, algorithmic mechanism** that is transparent, debated by scientists, and subject to democratic vote (Swiss-style initiatives and referendums). Its invariable purpose is to **progressively reduce the personal share** and **progressively increase the community share**, with priority access to Cash Rewards for community projects. This convergence is the structural guarantee that WikiDeal evolves toward a fully community-owned commons.

3.4 Five Percent Annual Value Increase — from January 1, 2027

From January 1, 2027, an annual **value increase** of 5% is applied to the outstanding reward balance of contributors who choose the Personal Project Reward path. This is not interest — it is a linear increase in the value of theoretical Cash Rewards. This means:

- If you contributed CHF 10,000 in January 2026, and have allocated CHF 2,000 to community projects by December 31, 2026, your outstanding reward balance is CHF 8,000 equivalent.
- From January 1, 2027, this balance appreciates at 5% per year = CHF 400/year, accruing continuously.

This provision protects contributors against inflation during the marketplace scaling period and ensures that waiting is not a financial penalty.

3.5 Pro-Rata Distribution — How Revenue Flows to Rewards

Every time an end user pays a subscription instalment — whether the first monthly payment or an annual renewal — the revenue is distributed to all active contributors in proportion to their Cash Reward holdings, following the **Balanced Boost** formula.

The distribution flow is:

1. **Operational minimum:** an operational minimum (target CHF 25,000/month) is withdrawn first to keep the platform running

2. **Community Project Reward pool (Miles Credits / ecosystem):** allocated to priority community projects per contributor preferences or automatic foundation attribution
3. **Personal Project Reward (Cash Rewards, early supporters):** pro-rata to contributors who have opted for personal retention (subject to individual taxation), within the global CHF 50 million Cash Reward cap

iii EXAMPLE — PRO-RATA CALCULATION

Contributor A: 40,000 Cash Rewards (100% Community Project Reward).

Contributor B: 60,000 Cash Rewards (70% Community / 30% Personal).

Total: 100,000 Cash Rewards.

After the operational minimum is withdrawn, CHF 9.70 of a CHF 10 subscription payment is distributable.

→ Contributor A: $\text{CHF } 9.70 \times 40\% = \text{CHF } 3.88$ → allocated to community projects

→ Contributor B: $\text{CHF } 9.70 \times 60\% = \text{CHF } 5.82$ → CHF 4.07 to community projects, CHF 1.75 to personal reward (taxable)

4. The Subscription — What End Users Pay For

4.1 A Membership Subscription — The Wikipedia Membership Model

The WikiDeal subscription is not a traditional product or service. It is a **membership** in the WikiDeal ecosystem — comparable to being a registered member of Wikipedia, but with economic rights attached. The subscription is **mandatory** to sign a contract or carry out a transaction on the platform, and **optional** for users who only browse or access the contract templates.

A subscription gives the holder:

- **Marketplace access** — the right to buy and sell on any WikiDeal marketplace (general, education, ecology, art, local, etc.)
- **Governance rights** — one vote in community decisions (platform rules, new marketplace categories, foundation policy)
- **Miles accumulation** — ecosystem activity points earned through transactions, volunteering, and loans
- **Fair deal guarantee** — every transaction on WikiDeal is governed by the platform's immutable fair-agreement rules

The subscription is offered at a low, accessible price: **CHF 10 per year**, or **CHF 1 per month plus CHF 2 in fees**. The User Group subscription is approximately €10/year. This is the WikiDeal membership model.

🌐 THE WIKIPEDIA ANALOGY

Think of a WikiDeal subscription the way you might think of being a registered Wikipedia editor. A Wikipedia account costs nothing — but it grants you real participation rights in one of the world's largest knowledge commons. A WikiDeal subscription costs about CHF 10/year — and it grants you real participation rights in a global fair-commerce commons. The difference is that WikiDeal's subscription also carries economic rights: the holder co-owns a micro-share of the platform's transaction economy.

4.2 How Subscriptions Are Paid — Annual & Monthly

WikiDeal subscriptions reach end users through two channels:

Channel 1 — Annual Subscription

A user creates a WikiDeal account at app.WikiDeal.net and pays CHF 10 for a full year of membership. This can be done by bank transfer (SEPA), card (Stripe), or — in later phases — via the platform's crypto-friendly payment gateway (CHF-stable).

Channel 2 — Monthly Subscription

A user begins using WikiDeal on a monthly plan: CHF 1 per month plus CHF 2 in fees. This lowers the barrier to entry, letting users subscribe progressively rather than paying a full year upfront.

This monthly model dramatically lowers the barrier to entry. A user who wants to sign a contract or transact on WikiDeal can start their membership with just CHF 1/month — a subscription being mandatory only when signing a contract or transacting, and optional for those who only browse or access contract templates.

The recurring subscription revenue is what funds the Cash Rewards distributed to early supporters, within the global cap of CHF 50 million.

4.3 Progressive Payment — State Machine

Every WikiDeal subscription moves through a defined sequence of states, from creation to full activation:

UNISSUED

→

ISSUED

→

FIRST DEAL

CHF 1

→

PARTIALLY PAID

CHF 1–9

→

FULLY PAID

CHF 10

→

USED

State	What It Means	Revenue to Contributors
UNISSUED	A subscription slot exists in the pool but is not assigned to any user	None
ISSUED	A contributor holds Cash Rewards at curve multiplier — awaiting subscription revenue	None yet
FIRST PAYMENT	A subscriber's first monthly payment triggers CHF 1	CHF 1 distributed pro-rata immediately
ACTIVE	Subscriber's ongoing monthly/annual payments continue	Each payment distributed pro-rata
RENEWED	Full annual CHF 10 (+ value increase if applicable) has been received	Payment distributed; subscription current
USED	Holder has exercised governance vote or other membership utility	None additional

5. Exit to Community — Full Explanation

5.1 What "Exit to Community" Means

In the world of technology ventures, an "exit" refers to the moment when the founding team and early investors cash out their stakes. Traditional exits are:

- **Acquisition:** A larger company buys the platform. Control transfers to the acquirer. The community often loses its home (example: many beloved platforms acquired and then shut down or degraded).
- **IPO (Initial Public Offering):** The company sells shares on a stock exchange. Control diffuses to shareholders who may have no relationship with the community. Profit extraction becomes the primary obligation.

"Exit to Community" is a third path, championed by platform cooperativism and digital commons theorists. It describes a process by which a platform's ownership and governance are progressively transferred to the people who use and depend on it — instead of to outside investors or markets.

💡 EXIT TO COMMUNITY — SIMPLE DEFINITION

Instead of the founders and investors cashing out and leaving, the platform becomes owned and governed by its community. The "exit" is not an escape — it is a handover. The platform transitions from being a startup to being a commons.

5.2 How WikiDeal Implements Exit to Community

WikiDeal does not treat Exit to Community as a future aspiration. It is built into the architecture from day one:

1. Cash Rewards Are Votes

Every WikiDeal membership — whether held by a contributor or by a subscribing end user — carries one governance vote. As more Cash Rewards enter circulation, governance power distributes more widely. The foundation's effective governance weight decreases as the community's weight increases. This is automatic, mathematical, and encoded in the system.

2. Immutable Rules

The financial rules of WikiDeal (distribution priorities, the bonding curve formula, the option definitions) are encoded in open-source software under the AGPL v3 license. They cannot be changed by the foundation, by a board vote, or by any single party. This prevents the most common failure mode of community platforms: the founding team changing the rules once they have leverage.

3. Contributor Reward Cycle = Graduation from Stewardship

When a contributor has fully allocated their rewards (whether to community projects, personal projects, or a combination), they become a "fulfilled contributor." Their contribution cycle is complete. But their Cash Rewards remain — and with them, their governance rights. A fulfilled contributor is a permanent community member with no financial dependency on the platform. This is the opposite of an exit: it is integration.

4. Foundation as Temporary Steward

Yinternet.org Foundation acts as the legal steward of WikiDeal during the R&D phase. Its role is to hold the IP, employ the development team, and ensure rules are enforced. As the community grows and governance becomes genuinely distributed, the foundation's stewardship role diminishes. The end state is a platform governed by its millions of subscribing users — with Yinternet.org Foundation as one member among many, not as a controller.

5.3 Comparison: Exit to Community vs Traditional Exits

Dimension	Acquisition Exit	IPO Exit	WikiDeal — Exit to Community
Who benefits from exit	Founders + early investors	Founders + shareholders	The entire user community
Control after exit	Acquirer	Public shareholders	Community (Cash Reward holders)
Platform mission	Often abandoned or diluted	Subordinated to profit	Encoded permanently in the system
Community role	Passive users	Passive users	Active governors (1 Cash Reward = 1 vote)
Founder influence after exit	Zero	Diluted	One voice among many
Rules changeability	New owner decides	Board + shareholders decide	Requires community vote (immutable core)
Contributor reward delivery	Lump sum at exit	Market-priced shares	Continuous, automatic, pro-rata over time
Timeline	3–7 years (typical startup)	5–10 years	Ongoing — exit IS the operation

🌐 **THE KEY INSIGHT**

In traditional exits, the founders and investors leave and the community stays behind, usually with less power than before. In WikiDeal's Exit to Community, the founders and investors are progressively replaced by the community as the primary governance power — while the platform continues to serve its original mission, unchanged.

6. Comparative Study — WikiDeal vs Other Models

6.1 vs Crowdfunding Platforms

Traditional crowdfunding (Kickstarter, Indiegogo, Ulule) raises capital from the public in exchange for product rewards. The platform extracts 5–8%. Contributors receive a product — not capital back, not governance rights, not ongoing participation. Once the product is delivered, the relationship ends.

WikiDeal differs in every dimension: rewards are delivered (not consumed), distribution is automatic (not discretionary), governance rights are granted (not withheld), and the relationship is permanent (not transactional).

6.2 vs Cooperative Investment

Cooperatives (Swiss cooperatives, French SCICs) allow members to invest in a collectively-owned enterprise and receive annual dividends if the cooperative generates surplus. Cooperatives share WikiDeal's governance philosophy but differ critically: their rules can be changed by a general assembly, their exit mechanism requires selling shares (often illiquid), and they are typically restricted to one legal jurisdiction.

WikiDeal adds immutable rules (no vote can change the core distribution logic), continuous pro-rata distribution (not annual dividends), global access, and the Exit to Community principle built into the architecture rather than dependent on board goodwill.

6.3 vs Social Impact Bonds

Social Impact Bonds (SIBs) direct private capital toward social programs, with rewards conditional on measured social outcomes. They require government involvement, complex outcome measurement, and minimum institutional-scale investment (typically CHF 50,000+).

WikiDeal achieves the same social mission alignment without government dependency, with individual-accessible entry (CHF 1,000), and with the social impact embedded structurally (every transaction IS the social mission — not an external measurement).

6.4 vs Wikipedia / Digital Commons

Wikipedia is the most successful digital commons in history — but it depends entirely on altruism. It must constantly ask for donations to survive. Its contributors receive no financial reward for their participation.

WikiDeal solves the sustainability problem: contributing to the commons and earning a financial reward are perfectly aligned. The platform generates its own revenue stream through subscription revenue, eliminating donation dependency while preserving all the governance and mission principles of the commons model.

6.5 Synthesis Table

Criterion	Crowdfunding	Cooperative	Social Impact Bond	Wikipedia	WikiDeal
Reward activation	✗ Never	△ Uncertain	△ Conditional	✗ Never	✓ Yes
Governance rights	✗	✓	✗	△ Editors only	✓ 1 Cash Reward = 1 vote
Immutable rules	✗	✗	✗	✗	✓
Global access	✓	✗ National	✗ Institutional	✓	✓
Individual entry (<CHF 5K)	✓	△	✗	✓ (donation)	✓ CHF 1,000
Self-sustaining revenue	✗	△	✗	✗	✓
Exit to Community	✗	△ Possible	✗	✓ Built-in	✓ Built-in
CHF-denominated	✗	✗	✗	N/A	✓

✓ CONCLUSION

WikiDeal is the only model that simultaneously delivers: reward activation conditional on project success, governance rights for every subscriber, immutable core rules, global individual accessibility, self-sustaining revenue design, and a built-in Exit to Community. It is not a variation on an existing model. It is a genuinely new category of economic institution.

7. Software Development Plan

The WikiDeal platform is developed in three phases over 36 months. Each phase is financially self-sustaining — funded by the revenue generated in the previous phase.

Phase	Duration	Key Goals	Budget (CHF)
Round 1 — MVP	Months 1–6	invest.WikiDeal.net live · Dashboard v4 · 1,000 contributors · CHF 1M raised · 1 marketplace	45,800
Round 2 — Scale	Months 7–18	5 marketplaces · Reseller network · Miles · Multi-language · Mobile app · 10,000 contributors	239,600
Round 3 — Blockchain	Months 19–36	On-chain Cash Rewards & distribution · DAO governance · 100,000 contributors · Full decentralization	762,000
TOTAL	36 months	Fully decentralized global commons	1,047,400

Round 1 — Core Stack

- **Frontend:** Vue.js 3 / Nuxt 3 (SSR, real-time reactive)
- **Backend:** Node.js + Express · PostgreSQL · Redis
- **Payments:** SEPA bank transfer + Stripe (card)
- **Auth:** OAuth 2.0 + TOTP 2FA (mandatory for contributors)
- **Hosting:** Hetzner VPS (EU) + Cloudflare CDN
- **License:** AGPL v3 · GitHub public repository

Round 3 — Blockchain Design Principles

- **Non-speculative:** Cash Rewards are NOT freely tradeable tokens. Transfer requires foundation approval.
- **Low-energy:** Proof-of-Stake only. No proof-of-work.

- **Privacy-preserving:** Zero-knowledge proofs for contribution amounts.
- **AGPL v3 for all smart contracts:** Fully auditable, open-source.

8. Task List, Chronogram & Cost Estimates

Immediate Priorities (March 2026)

Task	Status	Tool
This Financial Contribution Report v2 (content)	✓ Done — sonnette	sonnette
Dashboard v4.1 visual HTML	☐ Next — banana	banana
invest.WikiDeal.net contribution flow (Ricardo)	☐ In progress	Ricardo
MediaWiki API credentials	⌘ Awaiting Ricardo	Ricardo
PARANÖIA logo final (separate brand track)	⌘ Awaiting Theo validation	banana

ROI Summary for Contributors

Contribution	Reward Allocation	Cash Rewards	Reward Outcome	Estimated Timeline
CHF 1,000	100% Community	81,900	All to projects	Immediate
CHF 5,000	70% Community / 30% Personal	409,500	CHF 1,575 personal	~10 months
CHF 10,000	50% Community / 50% Personal	819,000	CHF 5,000 personal	~16 months
CHF 50,000	99% Personal (Boost)	4,095,000	Up to curve max	Variable

Annex A — Bonding Curve Formula & Examples

Multiplier at key points over Round 1 (target $r = 1,000,000$): $r = 0$ (Round 1 launch) → $\times 100$ Round 1 average → $\times 50$ $r = 1,000,000$ (Round 1 target) → $\times 30$ Worked examples: CHF 5,000 at launch ($\times 100$) → 500,000 Cash Rewards CHF 1,000 at the average ($\times 50$) → 50,000 Cash Rewards CHF 5,000 at the target ($\times 30$) → 150,000 Cash Rewards

The curve is designed so that early contributors always receive more Cash Rewards per CHF than later contributors. This is not a penalty for late contributors — it is a reward for early ones. The multiplier at the end of Round 1 ($\times 30$) still represents a significant advantage over the value a single subscriber contributes.

Annex B — Contributor FAQ

Question	Answer
Is my contribution guaranteed?	No. Rewards depend on platform success generating subscription revenue. Your donation is a complete gift with no guarantee of seeing the money again.
Can I change my reward allocation?	Yes. You may adjust your allocation between Community Project Reward and Personal Project Reward as new community projects become available.
When does the 5% appreciation start?	January 1, 2027, on your outstanding reward balance. Applies to Personal Project Reward contributors.
What happens if WikiDeal fails?	If the marketplace generates insufficient revenue, reward activation is delayed or partial. There is no third-party guarantee or insurance mechanism. Rewards are not guaranteed — this is a financial contribution to an early-stage R&D program, and contributor awareness of this risk is essential.
Can I contribute more than once?	Yes. Each contribution is a separate contract at the then-current multiplier. You can choose a different option for each contribution.
How do I receive my restitution payments?	Automatically, via bank transfer to the account registered at invest.WikiDeal.net, whenever payments exceed your configured threshold (minimum: CHF 100).
What is the minimum contribution?	CHF 1,000 for Round 1.
What currency is everything denominated in?	Swiss Francs (CHF). Display in other currencies (EUR, USD, BRL, GBP) is available on the dashboard, but all contracts and payments are in CHF.
Do I get a tax receipt?	All contributions are donations — you may receive a Swiss tax receipt from Yinternet.org Foundation. Personal Project Reward gains are taxable as individual income.
Is WikiDeal regulated as a	WikiDeal operates under Swiss non-profit law via Yinternet.org Foundation. The contribution mechanism is structured to comply with Swiss financial regulations.

financial
product?

Legal review per your jurisdiction is recommended for
contributions above CHF 10,000.

Annex C — Q&A Interview Summary (Q1–Q20)

Key decisions from the founder interview with Theo Bondolfi, Session 3 (March 6–7, 2026).

Q#	Topic	Key Answer
Q1	Platform name	WikiDeal (singular, capitalized) — invest.WikiDeal.net for contributions
Q2	Primary markets	Global — CHF-denominated · Swiss stability anchors trust worldwide
Q3	Affero GPL / Commons	<i>[Pending — Theo's answer not yet received]</i>
Q4	Production ethics	Ethical sourcing, compostable packaging, fair producer pricing
Q5	Round 1 budget	CHF 45,800 — self-funded through first contributor capital
Q15	Subscription price	CHF 10/year (or CHF 1/month + CHF 2 fees) — accessible, stable, Switzerland-anchored
Q16	5% appreciation	Starts January 1, 2027 — Personal Project Reward contributors
Q17	Marketing priority	Focus on Community Project Reward (encouraged) and the algorithmic convergence mechanism
Q20	Long-term vision	Fully decentralized commons — "Wikipedia of ethical commerce" — global

WikiDeal

"Fair deals with nice people"

[invest.WikiDeal.net](#) · [WikiDeal.net](#) · [app.WikiDeal.net](#)

A digital commons by Yinternet.org Foundation · Geneva, Switzerland · est. 1998

Open source: AGPL v3 · 1 Cash Reward = 1 vote · Immutable rules · Exit to

Community

Good for your wallet · Good for our planet

Financial Contribution Report v2.0 — March 2026 · WikiDeal Team · Concept by Theo Bondolfi for Yinternet.org Foundation

WikiDeal Fiscal & Legal Framework Study v3.6.4 — June 2026

Yinternet.org Foundation · Geneva, Switzerland · est. 1998

Concept by Theo Bondolfi for Yinternet.org Foundation

This document contains 32 numbered legal references across Swiss federal law, cantonal law, financial market regulation, Federal Council reports, Federal Tribunal jurisprudence, and doctrine.