Gnodi Blockchain Charter and Governance Constitution

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Article I — Adoption, Authority, and Supremacy

Section 1.1 Adoption

This Gnodi Blockchain Charter and Governance Constitution, referred to herein as this "Charter," establishes the governance, operational authority, treasury controls, node participation rights, proposal procedures, voting procedures, amendment process, and related constitutional rules for the Gnodi Blockchain ecosystem.

Section 1.2 Purpose of Charter

This Charter is intended to serve as the controlling governance instrument for the Gnodi Blockchain. It is not intended to function as a marketing document, white paper, pitch document, or general educational overview. The purpose of this Charter is to provide clear, enforceable, technically accurate guidance for operating and governing the Gnodi Blockchain ecosystem.

Section 1.3 Supremacy

If this Charter conflicts with any white paper, technical paper, policy, procedure, code of conduct, treasury policy, operating agreement, service provider agreement, application guideline, public communication, website statement, or other document relating to the Gnodi Blockchain, this Charter shall control unless this Charter expressly provides otherwise.

Section 1.4 Supporting Documents

The Gnodi Blockchain may adopt supporting documents, including without limitation an operating agreement, treasury policy, technical architecture specifications, proposal templates, code of conduct, dispute resolution procedures, and service provider guidelines. No supporting document shall amend, supersede, or conflict with this Charter unless adopted as a formal amendment under Article XVIII.

Section 1.5 Interpretive Standard

This Charter shall be interpreted to reduce ambiguity, preserve decentralized governance, protect the integrity of the Gnodi Blockchain, and maintain technical consistency across the ecosystem. Errors, omissions, inconsistencies, or undefined terms shall not be interpreted to expand the authority of any person, entity, council, service provider, developer, validator, node operator, or other participant beyond the authority expressly granted herein.

Article II — Definitions

For purposes of this Charter, the following terms shall have the meanings set forth below.

Section 2.1 Gnodi Blockchain

"Gnodi Blockchain" means the blockchain network, protocol infrastructure, validator layer, Delphi Node layer, governance framework, and related ecosystem components governed by this Charter. The Gnodi

Blockchain is not synonymous with any single company, service provider, application, council, foundation, or individual participant.

Section 2.2 GNOD or $GNOD

"GNOD" or "$GNOD" means the native utility token of the Gnodi Blockchain. The token symbol shall be GNOD or $GNOD. No other symbol shall be used to identify the native utility token unless approved through a constitutional amendment.

Section 2.3 DAO

"DAO" means the decentralized governance body composed of eligible voting participants under this Charter. The DAO governs the Gnodi Blockchain through proposals, voting, and other governance actions authorized herein. The DAO is a governance mechanism and shall not be confused with the Gnodi Blockchain itself.

Section 2.4 Node Operator

"Node Operator" means a person or entity that owns or operates an eligible node software license or node class recognized by the Gnodi Blockchain and is authorized to participate in governance, rewards, or network functions as provided herein.

Section 2.5 Delphi Nodes

"Delphi Nodes" means the node layer or node class recognized by the Gnodi Blockchain as responsible for functions that may include authentication, validation, activity verification, application support, reward distribution calculations, Proof-of-Impact validation, or other network utility functions.

Section 2.6 Validators

"Validators" means network participants or validator operators responsible for block creation, transaction validation, consensus participation, and network security within the validator layer of the Gnodi Blockchain.

Section 2.7 Council of Guardians

"Council of Guardians" means the elected governance oversight council established under this Charter. The Council of Guardians has only the authority expressly granted in this Charter and any validly adopted supporting document that is consistent with this Charter.

Section 2.8 Governance Portal

"Governance Portal" means the official online governance platform designated for proposal submission, publication, voting, governance records, vote records, implementation updates, and related governance activity.

Section 2.9 Proposal

"Proposal" means a formal request for DAO action submitted in accordance with this Charter. A Proposal may include, without limitation, a standard governance proposal, treasury proposal, technical proposal, emergency proposal, code of conduct proposal, or constitutional amendment proposal.

Section 2.10 Treasury

"Treasury" means assets held or administered for the benefit of the Gnodi Blockchain ecosystem, including tokens, stablecoins, fiat-equivalent assets, or other assets approved through governance. The Treasury shall not be owned by any service provider merely because such service provider administers, safeguards, or executes approved Treasury actions.

Section 2.11 Service Provider

"Service Provider" means any person or entity engaged, retained, or authorized to perform operational, administrative, technical, development, financial, legal, compliance, hosting, infrastructure, or other services for the Gnodi Blockchain ecosystem.

Section 2.12 White Paper

"White Paper" means any explanatory or strategic document approved or recognized by governance that describes the vision, architecture, economics, roadmap, intended use cases, or ecosystem goals of the Gnodi Blockchain. A White Paper is subordinate to this Charter unless expressly incorporated through constitutional amendment.

Section 2.13 Constitutional Amendment

"Constitutional Amendment" means any proposal that modifies, supersedes, repeals, or materially affects this Charter or any provision expressly incorporated into this Charter as constitutional in nature.

Section 2.14 DRP (Digital Reward Points)

"Digital Reward Points" or "DRP" means the protocol-recognized measurement units used to calculate validated participation, contribution, and commitment within the Gnodi Blockchain reward framework. DRP are accounting and scoring units used to determine proportional reward eligibility under the applicable reward pool. DRP are not GNOD and do not constitute tokens, currency, or transferable assets.

Article III — Purpose and Scope

Section 3.1 Purpose

The purpose of the Gnodi Blockchain is to provide decentralized infrastructure for real-world applications, digital participation, validated activity, ecosystem utility, and transparent governance.

Section 3.2 Scope of Governance

This Charter governs:

- DAO governance authority;
- Node Operator participation rights;
- Council of Guardians authority and limitations;
- Proposal submission, review, voting, and implementation;
- Treasury administration and financial controls;
- Protocol changes and technical upgrades;
- GNOD token governance and tokenomics controls;
- Conduct, sanctions, and due process;
- Dispute resolution;
- Transparency, records, and reporting; and
- Amendment of this Charter.

Section 3.3 Non-Marketing Nature

This Charter shall not be construed as a promise of financial return, appreciation, income, profit, investment performance, or guaranteed utility. Any rewards, distributions, rights, or benefits associated with the Gnodi Blockchain shall be governed by the applicable technical, governance, tokenomics, and compliance rules then in effect.

Article IV — Blockchain Architecture

Section 4.1 Architectural Overview

The Gnodi Blockchain consists of coordinated technical and governance components. These components may include validators, Delphi Nodes, applications, governance tools, Treasury infrastructure, and supporting services. Each component must be defined and operated consistently with this Charter and any applicable technical architecture specifications adopted by governance.

Section 4.2 Validator Layer

The validator layer is responsible for core blockchain security, consensus, block production, and transaction validation. Validators shall operate in accordance with the technical rules, staking requirements, slashing rules, validator eligibility standards, and network security requirements approved by governance or established in applicable technical specifications.

Section 4.3 Delphi Node Layer

The Delphi Node layer supports utility and application-level functions for the Gnodi Blockchain ecosystem. Delphi Nodes may perform authentication, validation, Proof-of-Impact verification, activity validation, application support, distribution calculations, or other functions approved by governance.

Section 4.4 Applications

Applications are user-facing or enterprise-facing software products, services, interfaces, protocols, platforms, or integrations that interact with the Gnodi Blockchain. Applications are not themselves the Gnodi Blockchain unless expressly authorized as protocol-level components through governance.

Section 4.5 DAO Governance Layer

The DAO governance layer consists of eligible governance participants acting through the Governance Portal and related governance processes. The DAO governs the Gnodi Blockchain through proposals, voting, approval thresholds, and amendment procedures described in this Charter.

Section 4.6 Service Provider Layer

Service Providers may support the Gnodi Blockchain through administrative, technical, development, infrastructure, treasury, commercial, compliance, or operational services. A Service Provider is not the DAO, does not own the Gnodi Blockchain, and does not control the Treasury unless expressly authorized and limited by governance.

Article V — Participants, Roles, and Rights

Section 5.1 General Participants

The Gnodi Blockchain ecosystem may include Node Operators, Validators, Delphi Node Operators, application developers, application operators, token holders, Service Providers, Council members, users, and other participants recognized by governance.

Section 5.2 Validator Operators

Validators are responsible for consensus-related functions and network security. Validator rights and obligations may include staking, uptime requirements, protocol compliance, transaction validation, block production, governance participation, and other duties established by technical rules or governance.

Section 5.3 Delphi Node Operators

Delphi Node Operators are responsible for operating or supporting Delphi Nodes, if applicable, and may participate in validation, application support, Proof-of-Impact verification, reward distribution calculations, or other utility functions approved by governance.

Section 5.4 Developers

Developers may build, maintain, improve, audit, or integrate software relating to the Gnodi Blockchain or ecosystem applications. Developers shall have no governance authority solely by virtue of development work unless they separately qualify as eligible governance participants or are granted specific authority through an approved proposal or agreement.

Section 5.5 Application Operators

Application Operators may operate applications that integrate with or use the Gnodi Blockchain. Application Operators must comply with applicable technical, security, compliance, branding, and governance requirements adopted by the DAO or approved by authorized governance bodies.

Section 5.6 Service Providers

Service Providers may be engaged to perform defined services. Service Providers shall act within the scope of their authorization and shall not exercise governance power unless they separately qualify as eligible governance participants.

Section 5.7 No Implied Authority

No participant, including any Node Operator, Validator, Delphi Node Operator, developer, Service Provider, Council member, or application operator, shall have implied authority to bind the Gnodi Blockchain, control the Treasury, modify protocol rules, make public commitments, or alter governance rights except as expressly authorized by this Charter or an approved governance action.

Section 5.8 Participant Acknowledgement

The Council of Guardians may require eligible Node Operators and governance participants to execute a written or electronic acknowledgement of this Charter as a condition of accessing governance rights, receiving rewards, or participating in formal governance processes. Such acknowledgement shall confirm that: (a) the participant has reviewed this Charter and agrees to be bound by it; (b) no person acting on behalf of the Gnodi Blockchain has represented that participation will generate a profit, return on investment, or guaranteed liquidity; (c) the participant understands that this Charter may limit or modify legal rights that might otherwise be available; and (d) membership or governance participation is subject to revocation as provided herein. A form of participant acknowledgement may be adopted by the Council of Guardians without a constitutional amendment and shall be published on the Governance Portal.

Article VI — DAO Governance Authority

Section 6.1 DAO Authority

The DAO is the primary governance body for the Gnodi Blockchain. The DAO may approve, reject, amend, or repeal governance proposals in accordance with this Charter.

Section 6.2 Reserved Powers of the DAO

The following matters require DAO approval:

- Constitutional amendments;

- Material changes to node voting rights;
- Material changes to tokenomics or emission rules;
- Material protocol upgrades;
- Treasury allocations exceeding limits established by policy;
- Appointment or removal of Council members, where applicable;
- Adoption or amendment of major governance policies;
- Approval of major Service Provider engagements;
- Approval of recognized node classes or changes to node class rights; and
- Any other matter designated by this Charter or governance policy as requiring DAO approval.

Section 6.3 Limitations on DAO Authority

The DAO shall not approve proposals that:

- violate applicable law;
- unlawfully confiscate private property;
- retroactively alter vested rights without due process, unless required by law or critical network security;
- authorize fraud, misrepresentation, or unlawful activity;
- materially impair network security without a technical review process; or
- conflict with this Charter unless adopted as a constitutional amendment.

Section 6.4 Governance Participation

Eligibility to participate in DAO governance shall be determined by node ownership, node class, active status, snapshot rules, and any other criteria set forth in this Charter or an approved governance policy.

Article VII — Council of Guardians

Section 7.1 Establishment

The Council of Guardians is established as a limited governance oversight body for the Gnodi Blockchain.

Section 7.2 Composition

The Council of Guardians shall consist of five (5) members elected or approved through the governance process established by this Charter. Council members shall serve staggered two-year terms to promote continuity, institutional knowledge, and stable governance. The initial terms of office may be adjusted as necessary to establish the staggered rotation schedule. Thereafter, approximately one-half of the Council seats shall be subject to election or reappointment each year. The length of Council terms may be modified only through a duly adopted constitutional amendment.

Section 7.3 Role of Council

The Council of Guardians may perform the following functions:

- Procedural review of proposals;
- Constitutional compliance review of proposals;
- Oversight of governance implementation;
- Coordination of approved Treasury actions;
- Conflict-of-interest review;

- Emergency coordination, if authorized by this Charter;
- Publication of governance updates;
- Contract with a Service Provider to act on behalf of the Gnodi Blockchain; and
- Other duties expressly granted by this Charter or approved governance action.

Section 7.4 Limits on Council Authority

The Council of Guardians shall not:

- Unilaterally amend this Charter;
- Unilaterally alter GNOD supply, tokenomics, or voting rights;
- Spend Treasury assets except as authorized by approved governance action, approved policy, or emergency authority expressly granted herein;
- Reject a procedurally compliant proposal solely due to personal, political, commercial, or financial disagreement;
- Act as both prosecutor and final adjudicator in a disciplinary matter without due process protections; or
- Bind the Gnodi Blockchain to material obligations unless authorized by governance or a valid policy adopted under this Charter.

Section 7.5 Proposal Review Authority

The Council may review proposals for procedural completeness, constitutional compliance, legal risk, technical category, and required endorsements. The Council may return a proposal for correction if it lacks required information, required support, or violates this Charter or applicable law.

Section 7.6 Protective Delay or Veto

The Council may delay or veto a proposal only if the Council reasonably determines that the proposal would cause material harm to the Gnodi Blockchain, its participants, the Treasury, network security, or legal compliance. Any delay or veto must be published with a written explanation. The DAO may override a Council veto only through the process established in the proposal and voting procedures or through constitutional amendment.

Section 7.7 Removal

A Council member may be removed before the expiration of such member's term through an approved governance proposal or other process expressly adopted under this Charter. Any removal process must provide notice, a statement of reasons, and an opportunity to respond unless immediate removal is required by law, fraud prevention, or critical network security.

Section 7.8 Vacancies

Upon a vacancy, the remaining Council members shall initiate a replacement process through the Governance Portal. A replacement member shall serve the remainder of the vacant term unless governance provides otherwise.

Article VIII — Service Providers and Operational Administration

Section 8.1 Service Provider Role

The Gnodi Blockchain may use Service Providers for operational, administrative, technical, legal, compliance, development, infrastructure, treasury, or commercial support. A Service Provider may act on

behalf of the Gnodi Blockchain only within the scope authorized by this Charter, an approved proposal, a service agreement, or Council authorization validly granted under this Charter.

Section 8.2 No Treasury Ownership

No Service Provider shall obtain ownership of Treasury assets solely by administering, safeguarding, executing, or supporting Treasury-related functions.

Section 8.3 Written Scope Required

Material Service Provider engagements must be documented in writing and must identify scope of work, compensation, authority, limitations, reporting obligations, confidentiality obligations, conflict-of-interest requirements, and termination rights.

Section 8.4 Accountability

Service Providers shall remain accountable to the DAO or authorized governance body. The DAO may require reporting, audits, replacement, termination, or other corrective action consistent with applicable agreements and governance rules.

Article IX — Proposal and Voting Procedures

Section 9.1 Proposal Eligibility

Any eligible Node Operator in good standing may submit a proposal, subject to the endorsement and submission requirements established in this Charter.

Section 9.2 Endorsement Requirement

A proposal must receive support from at least five (5) additional eligible Node Operators before formal submission, unless a different threshold applies to emergency proposals, technical proposals, or other proposal categories under an approved governance policy. Governance may additionally require the proposer to stake a specified amount of GNOD or node-equivalent value at the time of submission as a good-faith deposit (the “Proposal Stake”). The Proposal Stake shall be refunded upon passage of the proposal and completion of any applicable implementation oversight period, or upon voluntary withdrawal of the proposal prior to the opening of the voting period. If the Council of Guardians or an authorized governance body determines that a proposal is malicious, frivolous, spam, or materially disruptive, the Proposal Stake may be subject to partial or full forfeiture in accordance with the penalty schedule published in the applicable governance guidelines. The required Proposal Stake amount and forfeiture conditions shall be established and published by the Council of Guardians.

Section 9.3 Proposal Contents

Each proposal must include:

- Title;
- Proposer identity or governance identifier;
- Supporting Node Operators;
- Proposal category;
- Clear statement of purpose;
- Description of proposed action;
- Implementation plan;
- Timeline;
- Technical impact, if any;

- Treasury or resource requirements, if any;
- Legal, compliance, or risk considerations, if known;
- Requested approval threshold; and
- Effective date if approved.

Section 9.4 Publication

A procedurally complete proposal shall be published through the Governance Portal for community review before voting begins, unless an emergency process applies.

Section 9.5 Voting Period

The voting period for a standard proposal shall be no fewer than seven (7) days and no more than twenty-one (21) days unless otherwise established by governance policy.

Section 9.6 Quorum

Unless otherwise provided in a governance policy, a minimum of fifteen percent (15%) of total weighted active node votes must participate for a standard proposal vote to be valid.

Section 9.7 Standard Approval Threshold

A standard proposal shall pass if more than fifty and one-tenth percent (50.1%) of weighted votes cast are cast in favor, provided quorum is satisfied.

Section 9.8 Constitutional Approval Threshold

A constitutional amendment shall require approval by at least seventy-five percent (75%) of all eligible weighted votes, unless this Charter is amended to provide a different threshold.

Section 9.9 Abstentions

Abstentions may be recorded for transparency but shall not count as “Yes” or “No” votes unless a proposal or governance policy expressly provides otherwise.

Section 9.10 Implementation

Approved proposals shall be implemented by the authorized party identified in the proposal, Council directive, or governance record. Material deviations from an approved proposal require renewed governance authorization unless immediate action is necessary to preserve network security or legal compliance.

Section 9.11 Failed Proposals

A failed proposal may be revised and resubmitted after a thirty (30) day waiting period unless the Governance Portal or Council determines that the resubmitted proposal is materially different, time-sensitive, or otherwise permitted under governance policy.

Article X — Node Voting Mechanics

Section 10.1 Vote Weighting

Unless amended through constitutional process, node voting power shall be weighted as follows:

- Full Node: 1.00 vote;
- Half Node: 0.50 vote;
- Quarter Node: 0.25 vote; and
- Mini Node: 0.10 vote.

Section 10.2 Cumulative Voting Power

Voting power is cumulative based on total eligible node ownership across all recognized node classes, subject to active status, snapshot rules, anti-fraud controls, and any applicable governance policy.

Section 10.3 Snapshot

Each proposal shall use a voting eligibility snapshot taken at the time established by governance policy. The snapshot shall identify eligible node classes, active node status, and total weighted voting power.

Section 10.4 Transparency

Weighted vote totals, quorum status, proposal results, and final governance records shall be published through the Governance Portal.

Section 10.5 Anti-Manipulation Rules

Governance may adopt rules to prevent vote manipulation, fraudulent transfers, artificial splitting, duplicate voting, compromised accounts, Sybil activity, or other conduct that undermines governance integrity.

Article XI — Treasury and Financial Controls

Section 11.1 Treasury Purpose

The Treasury exists solely to support the Gnodi Blockchain ecosystem, including network development, validator infrastructure, Delphi Node infrastructure, application utility, community initiatives, education, governance operations, technical development, security, compliance, and other approved ecosystem purposes.

Section 11.2 Treasury Authority

Treasury allocations and disbursements must be authorized by approved governance action, approved Treasury policy, Council authority expressly granted under this Charter, or emergency authority expressly permitted herein.

Section 11.3 Multi-Signature Controls

Treasury assets shall be secured through multi-signature controls or equivalent safeguards approved by governance. No single individual, company, Council member, Service Provider, or centralized entity shall have unilateral control over Treasury assets.

Section 11.4 Service Provider Administration

A Service Provider may administer or execute Treasury functions only in a service capacity. Administrative access shall not constitute ownership, discretionary control, or independent spending authority.

Section 11.5 Reporting

The Council of Guardians or authorized Treasury administrator shall publish regular Treasury reports, including assets held, disbursements made, approved allocations, pending obligations, and material risks, subject to lawful confidentiality and security limitations.

Section 11.6 Prohibited Uses

Treasury assets shall not be used for unauthorized personal benefit, undisclosed conflicts of interest, unlawful activity, political contributions unless expressly approved and lawful, speculative activity outside approved policy, or any purpose inconsistent with this Charter.

Section 11.7 Conflicts of Interest

Any Treasury payment to a Council member, Service Provider, related party, developer, validator, Node Operator, or affiliated entity must be disclosed and handled under the conflict-of-interest rules in Article XVI.

Article XII — Protocol Changes and Technical Upgrades

Section 12.1 Technical Proposal Requirement

Material protocol changes, validator-impacting changes, Delphi Node-impacting changes, tokenomics-impacting changes, security-critical upgrades, and major application integration standards must be submitted through a technical proposal process.

Section 12.2 Technical Review

Governance may require technical review by qualified developers, auditors, validators, Delphi Node operators, security reviewers, or other technical experts before a technical proposal proceeds to vote.

Section 12.3 Emergency Patches

Emergency patches may be implemented without prior full governance approval only when necessary to address critical vulnerabilities, network attacks, legal compliance emergencies, or material threats to the Gnodi Blockchain. Emergency action must be narrowly tailored, documented, and submitted for post-action governance review as soon as reasonably practicable.

Section 12.4 No Hidden Protocol Changes

No Service Provider, developer, validator, Council member, or other participant may intentionally implement a material protocol change that bypasses governance approval unless emergency authority applies.

Section 12.5 Upgrade Records

All material technical upgrades shall be documented in a public change log or governance record, subject to temporary security-related confidentiality where necessary.

Article XIII — GNOD Token and Tokenomics

This Article constitutes the operative tokenomics framework of the Gnodi Blockchain, enacted following the approval of GNODI-P-4: Long-Term Lock Protocol, Emission Realignment, and Year-1 Supply Reduction Framework by the Delphi Node Owners. This Article supersedes all prior inconsistent tokenomics language, including any prior reference to incorrect token symbols, unverified supply calculations, or legacy reward mechanics inconsistent with GNODI-P-4.

Enactment Record — GNODI-P-4: Vote: 99.8804% YES (55,309.3 nodes) │ Quorum: 76.1752% │ Threshold met: 76.0724% ≥ 75.0000% required. Implementation Authority: Council of Guardians.

Section 13.1 Native Utility Token

Attribute	Specification
Token Symbol	GNOD (or $GNOD)
Token Type	Native utility token
Blockchain	Gnodi Blockchain
Token Precision	Up to 8 decimal places (subject to rounding rule — see Section 13.13)
Amendment Threshold	Constitutional amendment required to change symbol

Section 13.2 No Unauthorized Token Symbol

No governance document, technical document, public-facing document, Treasury document, or tokenomics document shall refer to GNOD or $GNOD by an inconsistent token symbol. Any inconsistency shall be treated as a drafting error unless approved through constitutional amendment.

Section 13.3 No Guaranteed Value

Nothing in this Charter guarantees any market value, exchange listing, liquidity, profit, appreciation, income, redemption value, or financial return associated with GNOD or $GNOD.

Section 13.3A Token Transfer Restrictions and Anti-Concentration

GNOD shall not be sold, assigned, pledged, or otherwise transferred to any person or entity except as permitted under applicable law and approved governance policy. Any proposed transferee must satisfy all eligibility requirements established by the DAO and applicable law, including jurisdictional restrictions. Transfers to individuals or entities identified as malicious actors, sanctioned parties, or those otherwise failing to meet eligibility requirements are strictly prohibited. The DAO reserves the right, through approved governance action, to revoke, freeze, or restrict governance rights associated with GNOD involved in unauthorized transfers. No individual, entity, or group acting in concert—whether directly or indirectly, including through multiple wallets, addresses, or proxy accounts—may control a disproportionate concentration of GNOD supply that would materially undermine decentralization. The Council of Guardians may adopt anti-concentration rules, wallet limits, and investigation procedures through approved governance policy to enforce this principle. Phased concentration limits, if adopted, shall be published on the Governance Portal.

Section 13.4 Maximum Supply Cap

The original maximum supply cap of the Gnodi Blockchain was 35,000,000,000 GNOD. Pursuant to GNODI-P-4, 5,500,000,000 GNOD from the undistributed Year-1 allocation have been permanently removed from future mint eligibility.

Item	Amount (GNOD)
Original Maximum Supply Cap	35,000,000,000

Permanent Year-1 Supply Reduction	− 5,500,000,000
Revised Maximum Supply Cap	29,500,000,000

The 5,500,000,000 GNOD permanently removed pursuant to GNODI-P-4 shall never be minted, distributed, restored, reclassified, or introduced into circulation except by a future constitutional amendment duly approved under this Charter.

Section 13.5 Genesis Allocation and Year-1 Realignment

13.5.1 Genesis and Year-1 Allocation

The original Year-1 genesis allocation was 17,500,000,000 GNOD. As of GNODI-P-4, approximately 7,072,846,282 GNOD of that allocation remained undistributed. The undistributed balance has been fully accounted for and realigned as follows:

Category	Amount (GNOD)
Distributed in Year-1 (approximate)	10,427,153,717.5923
Permanent Supply Reduction (burned)	5,500,000,000
Long-Term Participation Incentive Reserve	500,000,000
Treasury and Ecosystem Allocation	93,373,068.08
Total Reassigned / Removed from Year-1	6,093,373,068.08

13.5.2 Supply Integrity Commitment

No portion of the undistributed Year-1 allocation may remain hidden, unassigned, or available for discretionary issuance outside this framework. No additional tokens from the original undistributed Year-1 allocation may be introduced outside this structure or reclassified without further governance approval.

Section 13.6 Annual Emission Schedule and Halving Framework

13.6.1 Framework

The Gnodi Blockchain follows an annual halving-based emission framework. Each emission year, the annual allocation is reduced by one-half relative to the prior year. The halving event occurs on the anniversary of the genesis block. The framework continues until 100% of the revised maximum supply is in circulation, unless modified by constitutional amendment.

13.6.2 Emission Schedule

Emission Year	**Annual Allocation (GNOD)**	**Approx. Daily Allocation (GNOD)**
Year 1	17,500,000,000.00	47,945,205.48
Year 2	8,750,000,000.00	23,972,602.74

Year 3	4,375,000,000.00	11,986,301.37
Year 4	2,187,500,000.00	5,993,150.68
Year 5	1,093,750,000.00	2,996,575.34
Year 6	546,875,000.00	1,498,287.67
Year 7	273,437,500.00	749,143.84
Year 8	136,718,750.00	374,571.92
Year 9	68,359,375.00	187,285.96
Year 10	34,179,687.50	93,642.98
Year 11	17,089,843.75	46,821.49
Year 12	8,544,921.88	23,410.75

The emission schedule shall continue beyond Year 12 according to the same annual halving formula unless modified by constitutional amendment.

13.6.3 Daily Allocation Formula

Daily Allocation = Annual Allocation ÷ 365

13.6.4 Transitional Continuity

The permanent removal of 5,500,000,000 GNOD pursuant to GNODI-P-4 does not alter the historical accounting benchmark used to determine the transition threshold from the legacy fixed-reward model to the proportional distribution model.

Section 13.7 Reward Pools

13.7.1 Pool Structure

GNOD emissions shall be distributed through protocol-level reward pools. Unless modified through constitutional amendment, the daily emission ceiling shall be allocated as follows:

Reward Pool	Allocation	Primary Beneficiary and Distribution Basis
Delphi App Activity (Activity Reward)	40%	Distributed daily to community participants who actively use approved Delphi Applications integrated with the Gnodi Blockchain or Node Network, based on total daily activity points. Eligible applications include Safe, Stacks, and Meetn, among others. Includes points earned through participation in approved Gnodi incentive enrollment programs.

Delphi Node Operators (Network Reward)	40%	Distributed daily among node operators who actively run nodes in the Gnodi Node Network, based on total network points for the day. Point weights by node class: Full Node — 100 points; Half Node — 50 points; Quarter Node — 25 points; Mini Node — 10 points.
All Nodes (Operator Reward)	10%	An additional reward shared among all Gnodi Node operators based on each operator's total network points for the day, using the same point weights as the Network Reward.
Staking (Staking Reward)	Up to 10%	Allocated among validators and participants who opt to stake GNOD rewards, based on overall global participation and the number of rewards staked by each account.
Long-Term Incentive Reward (Lock Reward)	Separate reserve pool (GNODI-P-4). See Section 13.11.	Distributed daily to GNOD holders who voluntarily commit staked GNOD to an approved lock contract for 6, 12, or 24 months. Daily distributions are proportional to each participant's weighted points (staked GNOD × lock multiplier) relative to total weighted points across all active lock positions.

Section 13.8 Digital Reward Points (DRP)

13.8.1 Definition and Function

Digital Reward Points (DRP) are the protocol-recognized measurement units used to calculate validated participation, contribution, and commitment within the Gnodi Blockchain reward framework. DRP are accounting and scoring units used to determine proportional reward eligibility under the applicable reward pool. DRP are not GNOD and do not constitute tokens, currency, or transferable assets.

13.8.2 Approved DRP Categories

DRP may be generated through the following approved categories:

- Node operation;
- Validator support;
- Delphi Node participation;
- Application interaction;
- Proof-of-Action activity;
- Proof-of-Contribution activity;
- Protocol Commitment activity; and
- Other approved ecosystem support actions as determined by the Council of Guardians.

Section 13.9 DRP Maintenance Authority

The Council of Guardians shall maintain the official list of approved DRP categories, activities, point values, validation rules, and supported application-based actions. The Council of Guardians may update, refine, add, remove, or modify DRP categories and supported actions as needed to support integrated applications, ecosystem activity, fraud prevention, technical upgrades, and operational integrity, provided such changes remain consistent with this Charter.

Any material change that alters token supply, reward pool allocation percentages, maximum supply, emission schedule, or constitutional rights shall require approval through the applicable governance process. Operational DRP updates, application-level scoring refinements, fraud-control adjustments, and non-material implementation changes may be maintained by the Council of Guardians without governance approval.

Section 13.10 Distribution Formula

13.10.1 Legacy Model (Pre-Transition)

Prior to the transition threshold defined in Section 13.10.2, activity rewards are issued under a fixed-per-action model in which each qualifying action generates an approximate GNOD reward based on the participant's earned DRP.

Legacy Activity Reward Formula: Individual GNOD Reward ≈ Individual DRP/Points Earned

13.10.2 Transition Trigger

The transition threshold is defined as the point at which total daily points earned across all eligible participants exceed the total GNOD available in the Activity Reward Pool. Upon crossing this threshold, the network shall permanently and irrevocably transition to the Proportional Distribution Model. This transition is one-directional and non-reversible.

13.10.3 Proportional Distribution Model (Post-Transition)

Following the transition trigger, all Delphi App Activity reward distributions shall move to the proportional distribution model. No reward formula may cause issuance above the applicable daily allocation ceiling.

Activity Reward Pool (40%): Participant Reward = (Participant Activity Points ÷ Total Activity Points) × Daily Proof of Action Pool Allocation

Network Reward Pool (40%): Operator Reward = (Operator Contribution Points ÷ Total Contribution Points) × Daily Proof of Contribution Pool Allocation

Operator Reward Pool (10%): Operator Reward = (Operator Network Points ÷ Total Network Points) × Daily Operator Reward Pool Allocation

Staking Reward Pool (10%): Staking Reward = (Participant Staked Rewards ÷ Total Globally Staked Rewards) × Daily Staking Pool Allocation

Lock Reward Pool (Separate Reserve): Lock Reward = (Participant Weighted Lock Points ÷ Total Weighted Lock Points) × Daily Lock Reserve Allocation Where: Weighted Lock Points = GNOD Staked × Lock Multiplier (1× / 2× / 4×)

Section 13.11 Long-Term Participation Incentive Reserve

13.11.1 Reserve Overview

The Long-Term Participation Incentive Reserve consists of 500,000,000 GNOD, drawn from the realigned undistributed Year-1 allocation pursuant to GNODI-P-4. This Reserve rewards sustained network participation through voluntary lock-based commitments tied to staked GNOD.

13.11.2 Reserve Characteristics

The Reserve shall be:

- Treated as a deferred allocation, not new supply;
- Non-circulating until distributed under approved rules;
- Subject to public reporting pursuant to Section 13.14;
- Distributed only under the rules set forth in this Section; and
- Unavailable for general Treasury use.

13.11.3 Implementation

The Long-Term Incentive Reserve shall become active upon implementation completion and public confirmation by the Council of Guardians. No distributions shall occur prior to activation. Upon activation, the daily reserve allocation shall be calculated as:

Daily Reserve Allocation = Annual Reserve Allocation ÷ 365

13.11.4 Reserve Emission Schedule

Reserve Year	**Eligible for Distribution**	**Approx. Daily Reserve Allocation**
Year 1 (post-activation)	250,000,000 GNOD (50% of 500,000,000)	~684,931 GNOD
Year 2	125,000,000 GNOD (50% of remaining)	~342,466 GNOD
Year 3	62,500,000 GNOD (50% of remaining)	~171,233 GNOD
Subsequent years	50% of remaining balance each year	Calculated annually

13.11.5 Lock-Based Commitment Mechanics

Participation in the Long-Term Participation Incentive Reserve requires GNOD to be actively staked to an approved validator. For reserve calculation purposes: 1 GNOD staked = 1 base point; points are calculated continuously based on active staked balance; unstaked GNOD generates zero points; points update dynamically with stake changes.

13.11.6 Lock Multipliers

Lock Period	**Multiplier**	**Weighted Points Calculation**
6 months	1×	Base Points × 1

12 months	2×	Base Points × 2
24 months	4×	Base Points × 4

13.11.7 Reserve Reward Formula

Step 1 — Base Points: Points = Total GNOD Staked

Step 2 — Apply Multiplier: Weighted Points = Points × Lock Multiplier

Step 3 — Distribution: Individual Reserve Reward = (Individual Weighted Points ÷ Total Weighted Points) × Daily Reserve Allocation

13.11.8 Eligibility Requirements

To qualify for lock-based reserve rewards, a participant must:

- have GNOD actively staked to an approved validator prior to lock activation;
- execute a voluntary lock commitment through an approved smart contract mechanism;
- adhere to the lock period selected at the time of commitment; and
- comply with all protocol rules governing locked positions.

13.11.9 Lock Rules

Once GNOD is placed into a lock it must remain staked for the full duration, cannot be unstaked or transferred during the lock period, and the lock is enforced at the protocol and smart contract level with no user action able to bypass or modify it. Early exit is not permitted under normal operation.

At lock expiration, the GNOD remains staked by default transitioning to a standard staking position and lock-based rewards terminate. To receive lock-based rewards again, a new lock commitment must be initiated.

No early unlock shall be permitted unless expressly authorized by a future governance-approved emergency or technical rule adopted through the applicable governance process.

Section 13.12 Treasury and Ecosystem Allocation

13.12.1 Allocation

The Treasury and Ecosystem Allocation consists of 93,373,068.08 GNOD, drawn from the realigned undistributed Year-1 allocation pursuant to GNODI-P-4. This allocation is assigned to the Gnodi Treasury for governance-controlled ecosystem support.

13.12.2 Permitted Uses

Treasury tokens may be deployed for:

- Grants;
- Technical development;
- Validator and infrastructure support;

- Application integrations;
- Community growth;
- Partnerships;
- Security, compliance, and operations; and
- Other ecosystem-supporting purposes approved through governance.

13.12.3 Release Conditions

Treasury tokens shall not enter unrestricted circulation immediately, shall be released only through governance-approved tranches, and shall remain subject to Treasury reporting requirements under Section 13.14.

Section 13.13 Rounding and Reconciliation

The protocol shall apply a public rounding and reconciliation rule ensuring that: daily emissions do not exceed the authorized daily allocation; remainders are handled consistently and transparently; undistributed remainders remain unminted or otherwise accounted for under approved rules; and no rounding method creates unauthorized inflation or supply above the revised maximum supply cap. The rounding rule shall be publicly defined by the Council of Guardians.

Section 13.14 Reporting Requirements

The Council of Guardians shall publish regular reporting sufficient to confirm the following:

- Revised maximum supply (29,500,000,000 GNOD);
- Burned or permanently removed supply;
- Circulating supply;
- Undistributed supply;
- Long-Term Participation Incentive Reserve status;
- Treasury Allocation status and release history;
- Daily emission amounts;
- Reward pool distributions by pool;
- DRP category updates;
- Active lock commitments and reserve distributions; and
- Material implementation updates.

Reporting shall be made available through a public dashboard or equivalent transparency tool.

Section 13.15 Amendment Threshold for Tokenomics Changes

13.15.1 Constitutional Amendment Required

The following changes require constitutional amendment approved through the applicable governance process:

- Increasing the maximum supply cap above 29,500,000,000 GNOD;
- Reversing, restoring, or reclassifying the 5,500,000,000 GNOD permanent supply reduction;
- Changing the annual halving framework or emission cadence;
- Materially modifying the Long-Term Participation Incentive Reserve structure, lock multipliers, or eligibility rules;
- Changing the token symbol rule (GNOD / $GNOD); and
- Modifying any provision of this Article that constitutes a constitutional tokenomics provision.

13.15.2 Council of Guardians Authority (No Constitutional Amendment Required)

The following changes may be implemented by the Council of Guardians without a constitutional amendment, provided such changes remain consistent with this Article and do not alter constitutional tokenomics:

- Operational DRP updates and application-level scoring refinements;
- Fraud-control adjustments;
- Non-material implementation changes;
- Updates to the rounding and reconciliation rule methodology; and
- Additions or removals from the approved DRP category list.

Article XIV — Conduct, Enforcement, and Due Process

Section 14.1 Code of Conduct

The DAO may adopt a Code of Conduct applicable to participants in the Gnodi Blockchain ecosystem. The Code of Conduct must be consistent with this Charter. Regardless of whether a Code of Conduct has been separately adopted, the following minimum conduct standards apply to all participants in the Gnodi Blockchain ecosystem: (a) each participant shall comply with all applicable laws, including any laws that may restrict or prohibit ownership or use of GNOD or governance participation; (b) no participant may collude with other participants to improperly influence governance outcomes, control proposal results, manipulate Treasury disbursements, or undermine the integrity of the Gnodi Blockchain; (c) illegal discrimination and harassment of any participant are strictly prohibited; and (d) all participants must communicate in a civil and constructive manner in any official Gnodi Blockchain forum, channel, or governance process.

Section 14.2 Enforcement Authority

Sanctions may be imposed only under a process approved by governance and consistent with this Charter. Sanctions may include warnings, temporary suspension of governance privileges, temporary suspension of ecosystem access, removal from official roles, or other remedies authorized by policy.

Section 14.3 Node Revocation

Revocation of a node, node license, governance eligibility, or material participation right is a serious sanction and shall require due process unless immediate action is necessary to prevent fraud, security compromise, unlawful activity, or material harm to the network.

Section 14.4 Due Process

A disciplinary process must provide, at minimum:

- Notice of alleged violation;
- Statement of evidence or basis for action;
- Opportunity to respond;
- Impartial review;
- Written decision;
- Available appeal process, if any; and
- Record of final action.

Section 14.5 Emergency Suspension

Emergency suspension may be used only to prevent immediate harm. Emergency suspension must be limited in duration and followed by a formal review process.

Article XV — Dispute Resolution

Section 15.1 Informal Resolution

Participants are encouraged to resolve disputes in good faith before invoking formal dispute resolution.

Section 15.2 Mediation

If informal resolution fails, the parties may submit the dispute to mediation under a process approved by governance. A mediator must be impartial and must disclose any actual or potential conflict of interest.

Section 15.3 Arbitration or Governance Review

If mediation fails, disputes may be submitted to arbitration, governance review, or another approved dispute resolution process. The process must provide reasonable procedural fairness, impartiality, and a written record of outcome. Where binding arbitration is elected, such arbitration shall be conducted in accordance with the rules of the American Arbitration Association ("AAA"). The seat of arbitration shall be determined by the governing jurisdiction of the Gnodi Blockchain as established in the applicable operating agreement or as designated by the Council of Guardians by approved governance action. The language of the proceedings shall be English. Proceedings may be conducted virtually unless otherwise agreed by the parties. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. Nothing herein shall prevent either party from seeking emergency injunctive or equitable relief from a court of competent jurisdiction to prevent irreparable harm pending the outcome of arbitration.

Section 15.4 Council Limitation

The Council of Guardians may administer or coordinate dispute resolution but should not serve as the sole final adjudicator of disputes in which the Council, any Council member, a Service Provider supervised by the Council, or a Treasury recipient has a material interest.

Section 15.5 Binding Effect

The binding effect of any dispute resolution decision shall be determined by the dispute resolution policy, applicable agreements, applicable law, and any governance-approved process.

Article XVI — Conflicts of Interest

Section 16.1 Disclosure

Any Council member, Service Provider, developer, validator, Node Operator, or other participant with a material personal, financial, commercial, or organizational interest in a proposal, Treasury payment, contract, dispute, sanction, or governance action must disclose the conflict before participating in official decision-making.

Section 16.2 Recusal

A conflicted person may be required to recuse from review, recommendation, execution, or adjudication of the matter, unless participation is permitted under a disclosed and approved conflict-management process.

Section 16.3 Related-Party Transactions

Related-party transactions must be disclosed and approved under governance policy. Material related-party Treasury payments require heightened transparency and may require DAO approval.

Section 16.4 Failure to Disclose

Failure to disclose a material conflict may result in removal from role, cancellation of authorization, repayment obligation, sanction, or other remedy approved by governance or available under law.

Article XVII — Transparency, Records, and Reporting

Section 17.1 Governance Records

The Gnodi Blockchain shall maintain public or community-accessible records of proposals, votes, voting results, Council decisions, Treasury reports, technical upgrades, and constitutional amendments, subject to lawful confidentiality and security limitations.

Section 17.2 Governance Portal

The Governance Portal shall serve as the official record location for governance activity unless governance designates another official record system.

Section 17.3 Treasury Reports

Treasury reports shall be published on a regular schedule established by governance policy. Reports should include sufficient information for participants to understand Treasury status, disbursements, commitments, and material risks.

Section 17.4 Technical Records

Material technical upgrades, protocol changes, security incidents, and emergency patches shall be recorded in a technical governance record or change log.

Section 17.5 Record Integrity

Governance records should be maintained in a manner designed to preserve integrity, accessibility, auditability, and historical continuity.

Article XVIII — Amendments

Section 18.1 Amendment Authority

This Charter may be amended only through the constitutional amendment process.

Section 18.2 Amendment Proposal

A constitutional amendment proposal must clearly identify the exact text to be added, deleted, or modified and must include a plain-language explanation of the purpose and effect of the amendment.

Section 18.3 Approval Threshold

A constitutional amendment requires approval by at least seventy-five percent (75%) of all eligible weighted votes, unless this Charter is amended to provide a different threshold.

Section 18.3A Emergency Amendments

Notwithstanding Section 18.3, an Emergency Amendment may be passed by a supermajority approval of at least seventy-five percent (75%) of votes cast (rather than of all eligible weighted votes), provided that:

(a) the amendment is necessary to address an imminent legal, regulatory, security, or existential risk that, if unaddressed, would materially jeopardize the Gnodi Blockchain's operational viability, compliance status, or network integrity; (b) the Council of Guardians has publicly declared an emergency and stated the basis for the declaration; and (c) a minimum quorum of twenty percent (20%) of eligible weighted votes participates. Emergency Amendments shall not be used to enact routine governance changes or policy updates, and any such amendment shall be subject to ratification by the standard constitutional amendment threshold within ninety (90) days of its adoption.

Section 18.4 Effective Date

A constitutional amendment shall become effective on the date specified in the approved amendment. If no effective date is specified, the amendment becomes effective upon publication of the certified voting result.

Section 18.5 Publication

The updated Charter must be published promptly after any amendment is adopted. Prior versions shall remain archived for historical reference.

Article XIX — Miscellaneous

Section 19.1 No Waiver

Failure to enforce any provision of this Charter shall not constitute waiver of the right to enforce that provision later.

Section 19.2 Severability

If any provision of this Charter is determined to be invalid, unlawful, or unenforceable, the remaining provisions shall remain in effect to the maximum extent possible.

Section 19.3 Headings

Headings are included for convenience and shall not control interpretation.

Section 19.4 Drafting Errors

Obvious typographical, formatting, numbering, or cross-reference errors may be corrected administratively if the correction does not alter substantive meaning. Any substantive change requires the applicable governance process.

Section 19.5 No Implied Financial Promise

Nothing in this Charter shall be interpreted as creating a guarantee of profit, income, appreciation, liquidity, redemption, market access, exchange listing, or financial return.

Section 19.6 Limitation of Liability

Participation in the Gnodi Blockchain ecosystem, including holding GNOD, operating nodes, submitting proposals, voting, or otherwise interacting with governance, is at each participant's sole risk. To the fullest extent permitted by applicable law, no Council member, Service Provider, developer, validator, Node Operator, or other ecosystem participant shall be liable to any other participant for indirect, incidental, special, consequential, punitive, or exemplary damages arising out of or related to participation in the Gnodi Blockchain, including any loss of tokens, rewards, governance rights, or data, even if advised of the possibility of such damages. This limitation does not apply to liability arising from fraud,

willful misconduct, gross negligence, or violation of applicable law. Participants are encouraged to seek independent legal, financial, and technical advice before participating in the ecosystem.

Section 19.7 Governing Law and Jurisdiction

This Charter and all governance actions taken under it shall be interpreted and governed in accordance with the laws of the jurisdiction designated in the applicable operating agreement or legal formation documents of the Gnodi Blockchain legal entity, without regard to conflict-of-law principles. The Council of Guardians shall publicly identify the governing jurisdiction in a governance record maintained on the Governance Portal. Any change to the governing jurisdiction requires a constitutional amendment. To the extent not superseded by binding arbitration under Section 15.3, the parties consent to the exclusive jurisdiction of the courts of the designated governing jurisdiction for any matter not subject to arbitration

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This Gnodi Blockchain Charter and Governance Constitution has been proposed for ratification by the Delphi Gnodi Owners and is subject to adoption pursuant to the governance procedures established herein.

Guardian Council Ratification	TBD
Effective Date	TBD, Pending Ratification
Version	Draft 3.2
Supersedes	Draft 3.1 and all prior versions