

Certificate of Incorporation and Shareholders' Agreement
UserGroup Inc.

This Certificate of Incorporation and Shareholders' Agreement of UserGroup ("Agreement") is entered into force as of 1/30/26 between UserGroup ("Corporation") and all shareholders ("Shareholders") under the laws of Redmont.

1. Name and Purpose

1.1. The name of this Corporation is UserGroup.

1.2. The purpose of this Corporation is to facilitate sales of Shares.

2. Shares

2.1. There shall be 3 Class Shares.

2.2. Class A Shares grant the owner the right to:

2.2.1. attend Shareholders' Meetings, and

2.2.2. vote in Shareholder matters and other matters stated in this Agreement ("Shareholders' matters") with a Class Share Weight of 1.

2.3. Class B Shares grant the owner the right to:

2.3.1. attend Shareholders' Meetings, and

2.3.2. vote in Shareholder matters with a Class Share Weight of 1.

2.4. Class C Shares grant the owner the right to:

2.4.1. receive dividends according to 12.1.

2.5. The total number of authorized Class A Shares is 10000 with a par value of R$ 0.001

2.6. The total number of authorized Class B Shares is 20000 with a par value of R$ 0.01

2.7. The total number of authorized Class C Shares is 30000 with a par value of R$ 0.10

2.8. Upon incorporation, Class A Shares shall be distributed as such:

2.8.1. 5000 goes to Culls, and

2.8.2. 5000 goes to IgnitedTnT.

3. Shareholders' Meetings and Voting

3.1. Voting Power of each Shareholder shall be calculated by multiplying the number of Shares held by the Shareholder with the Class Share Weight of the relevant Class Share. If a Shareholder holds Shares of multiple Classes, their total Voting Power shall be the sum of the products calculated for each Class separately.

3.2. All meetings of Shareholders must be attended by such Shareholders that have a combined Voting Power of at least half of the total Voting Power to be able to carry out their duties or make decisions prescribed herein.

3.3. Unless stated otherwise, all votes of the Shareholders require a simple majority vote.

3.4. In case of a vacancy in the Board of Directors, the Shareholders must appoint a new Director with a vote unless stated otherwise.

3.5. All meetings and decisions of the Shareholders must be documented.

3.6. Only a Shareholder may begin proceedings to dismiss a Director, who has at least 50% of the total Voting Power; or a group of Shareholders whose sum of their respective Voting Powers is at least 50%.

4. Board of Directors

4.1. The Board of Directors is the supreme managing body of the Corporation made up of Directors appointed and recalled by the Shareholders.
4.2. The Board of Directors is responsible for oversight of management and employees, corporate decisions, financial decisions, the purchase, renting, transfer or sale of property, the long-term goals and strategy of the Corporation and must ensure the Corporation is operated in the best interests of the Shareholders.
4.3. All meetings of the Board of Directors must be attended by at least half of its Directors to be able to make decisions prescribed herein.
4.4. The Board of Directors appoints and recalls the Chief Executive by a simple majority vote.
4.5. The Board of Directors by a simple majority vote may create a new position within the Chief Executive and appoint a person to the position with full powers. Such a creation of a new position must be made as an amendment to this Agreement.
4.6. All amendments to this Agreement must be adopted first by the Board of Directors with a simple majority vote and submitted to the Shareholders.
4.7. The Board of Directors shall consist of the following persons:

Position	Person
Director	Culls
Director	IgnitedTnT

4.8. All meetings and decisions of the Board of Directors must be documented.

5. Officers of the Corporation

5.1. The Officers are responsible for the day-to-day management and operation of the Corporation.
5.2. The principal executive officer of the Corporation shall be the Chief Executive Officer. He is entitled to represent the Corporation and act in its name in all legal, commercial, and operational matters, unless otherwise restricted by this Agreement or a decision of the Board of Directors.
5.3. The Officers shall implement the decisions, resolutions, long-term goals, and strategy adopted by the Board of Directors and shall manage the Corporation in accordance with this Agreement and applicable law.
5.4. The Officers may propose the creation of new executive or managerial positions to the Board of Directors but may not create such positions independently unless expressly authorized by the Board of Directors according to section 4.5.
5.5. The following persons shall be the first Officers and shall act as incorporators:

Position	Person
Chief Executive Officer (CEO)	Culls

Chief Operating Officer (COO)	IgnitedTnT
Chief Financial Officer (CFO)	AboundedComet

6. Employees

6.1. The Chief Executive, managers or employees delegated the power may hire or dismiss employees.

6.2. Such employees must be paid according to the laws of Redmont, the contractual amount agreed to or any other agreements between the Corporation and the employee.

7. Reserved Matters

7.1. All matters regarding the amendment of this Agreement, issuance of new Shares, the restructuring thereof, the dismissal of Directors and forced buyout must be approved by atleast ⅔ of the total Voting Power except amending the Agreement as prescribed in section 4.5.

7.2. All matters regarding the dissolution of this Corporation, substantial Class Share amendments or substantial changes in the issuance thereof and substantial amendments to the power and responsibilities of Shareholders must be approved unanimously by all the Shareholders with Voting Power.

8. Confidentiality

8.1. All Shareholders agree to maintain the confidentiality of the Corporation's proprietary, financial and business information and strategy, and such information, that could cause undue influence to the public, unless waived so by the Board of Directors, a vote of the Shareholders or ordered by a Court of Law.

8.2. In case of breach of confidentiality, the Corporation has the right to claim damages from the offending party.

9. Financing Arrangements

9.1. The Corporation may secure funding through debt, equity or other means. Such funding must be approved by the Board of Directors.

9.2. All issuance of further equity must be in compliance with this Agreement.

10. Exit Strategies

10.1. In an event of a death, permanent incapacitation or prolonged inactivity of a Shareholder, or their intention to fully or partially divest from the Corporation, the other Shareholders have the exclusive right to buy the Shareholder's shares at a value approximate to the market value.

10.1.1. Prolonged inactivity of a Shareholder means the Shareholder is inactive on the server for a period of 30 days and does not respond to a request by the Corporation within 72 hours.

11. Transfer of Shares

11.1. Shareholders may transfer their Shares at any time, provided that they give one day notice to the Board of Directors and that it is according to the terms stated in this Agreement.

11.2. The price of Shares shall be determined by mutual agreement between the parties or if an agreement cannot be reached, the value will be determined by an independent appraiser appointed by either the Board of Directors or the parties themselves.

12. Dividends and Distributions

12.1. The Board of Directors may at any time issue dividends, or issue conditions of the Corporation's performance to issue dividends to the relevant Shareholders. All dividends must be divided proportionally among the relevant Shareholders according to the number of Shares they own.

Signed:
Culls
IgnitedTnT