The Royal Institute

Operating Agreement

Date: 12/01/2026

I - Purpose of Company and Agreement

The purpose of The Royal Institute is to act as a Financial Institute and provide commercial banking products to clients.

This agreement outlines the rights and responsibilities for the owner of The Royal Institute, DiehardDave (In-Game-Name).

II - Definitions

Major Business Decision – Financial transactions beyond day-to-day operational costs, decisions which expand, alter, etc. company-owned or company-rented properties, decisions which reform the structure of company management, acquisitions of other companies, mergers with other companies, hiring and firing managerial employees, changing salaries, wages and/or benefits, and other business decisions which fall outside the definition of day-to-day operational decisions.

Minor Business Decision – Day-to-day operational decisions, such as paying employees, paying for advertisements, paying for other similar expenses, and hiring and firing non-managerial employees

TRI - this term shall refer to The Royal Institute.

III - Equity

The company is owned solely by DiehardDave.

IV - Profit Distribution

The Company shall not distribute dividends to any member of the business. All profits generated by the business shall be reinvested to enhance the aforementioned company's value, thereby increasing the equity value of each Member's ownership interest in the business.

V - Governing Choice

If owned by one sole owner: The sole owner of the business can make any and all Major and Minor Business Decisions on behalf of the business. The sole owner shall be permitted to delegate any Major or Minor Business Decision-making responsibilities to any employee of the business in the form of a written employment contract.

If owned by two or more players sharing ownership equally: The owners of the business must come to an agreement where more than 50% of the owners agree on Major Business Decisions. Minor Business Decisions shall be decided by either Owner, or an appointed employee. Upon coming to an agreement with more than 50% of owners of the business, the Owners shall be permitted to delegate any Major or Minor Business Decision-making responsibilities to any employee of the business in the form of a written employment contract.

VI - Transfer of Equity and/or Ownership

At the time of writing, the business is owned by DiehardDave however, in the future they may choose to transfer all or some of the company to another entity. This shall only be done via a written contract.

Additionally, at any time in the future one of the owners can transfer their ownership fully to another person via written contract.

VII - Other Operational Procedures

The Royal Institute will provide monthly revenue, profit, and expense analysis to all owners when there is more than one owner.

VIII - Indemnification

The Owner(s) and Employee(s) who make Major or Minor Business Decisions shall not be held personally liable in the event of legal or financial issues arising from business operations, except in cases of willful negligence and where required by applicable law.

IX - Dispute Resolution

Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof, shall be resolved as follows:

1. Good Faith Negotiation: The Members shall first attempt to resolve the dispute through good faith negotiation. Each party is obliged to meet and confer within 5 days of written notice of the dispute to attempt to resolve the matter amicably. If either party fails to confer within the stated deadline after the written notice, the dispute, controversy, or claim will automatically default to the party present for negotiations.

2. Mediation: If the dispute cannot be resolved through negotiation, the Members agree to submit the matter to mediation before a mutually agreed-upon mediator. The costs of Mediation shall be shared equally by the Members.

3. Litigation: If the dispute remains unresolved after mediation, either Member may initiate legal proceedings in a court of competent jurisdiction located in Redmont. The Members consent to the exclusive jurisdiction of such courts for any lawsuit arising out of or related to this Agreement.

X - Trade Names
The Royal Institute may operate under the following Trade Names:
The Royal Institute
TRI

XI - Amendments

This agreement may be amended by a vote achieving 50% or more.
Note, Voting power is tied to equity.

Capital Contributions

From DiehardDave, RD$7000

Profit - Loss Distribution

For Profits, 100% of profits re-invested into the company.

For Losses, no owner is personally liable for losses.

Dissolution

The dissolution of the company may occur by agreement of more than 80% of owners.
In such an event, TRIs assets will be liquidated and the proceeds split according to equity.

Bylaws

1. Bylaws are passed with a supermajority (⅔ of votes) and implemented by the members themselves.

2. Bylaws are binding to members of the company as it pertains to the company's operations, and doesn't apply to non-business operations a member could undertake.