Certificate Of Incorporation

This Shareholder Agreement and Certificate of Incorporation (the "Agreement") is made and entered into as of 30th of September 2025, by and between GlobalCenter (the “Company”), A corporation organized under the laws of the Commonwealth of Redmont, and the shareholders of the company (the "Shareholders").

1. Ownership and Equity Distribution
(a) The Company is initially authorized to issue a total of 200 Class A Common Shares with a par value of $1 per share. Each Class A Common Share entitles the holder to one (1) vote on all matters submitted to a vote of the Shareholders.
(b) Upon incorporation, the 200 Class A Common Shares shall be issued as following:

Name	Amount of shares
Dearev	173
Plura72	10
GraprielJuice	3
Pepecuu	11
RealImza	3

(c) Dearev is the incorporator of the Company.
(d) Any amendment to the Certificate of Incorporation or Shareholder Agreement must be proposed by the Board of Directors and be approved by the Shareholders.

(e) The Company is initially authorized to issue a total of 60,000 Class B Shares.
(f) Upon incorporation, the 6000 Class B Shares shall be issued as following:

Name	Amount of sharesS
Dearev	4000
Public shares	56000

Total: 60.000 shares

2. Management and Decision-Making
(a) The business and affairs of the company shall be managed by the Board of Directors which shall have the authority to appoint Officers to manage the company.
(b) For any shareholder vote, a quorum shall consist of Shareholders representing at least ***101*** of the voting shares of the Company.

3. Roles and Responsibilities

(a) Shareholders are responsible for contributing capital, electing and removing directors, and voting on matters that require their approval under this Agreement.

(b) The Board of Directors oversees the Company's strategic direction, management, and major corporate decisions. Its duties include appointing officers, making financial decisions, and ensuring the Company operates in the best interests of all Shareholders.

(c) Officers, appointed by the Board, handle the Company's daily operations and carry out its business strategies. The initial officers shall be:

- Chief Executive Officer (CEO): Dearev
- Chief Operating Officer (COO): RealImza
- Chief Financial Officer (CFO): GraprielJuice
- Chief Experience Officer (CXO): Plura72
- Chief Marketing Officer (CMO): 12700k

4. Transfer of Shares

(a) Conditions of Transfer All class A share transfers must follow the right of first refusal process. Transfers to third parties require Board approval.

(b) Valuation Method In case of a transfer, class A share valuation shall be conducted by an independent auditor or valuator mutually agreed upon by the Shareholders.

5. Dividends and Distributions
(a) The Board of Directors shall have sole discretion to declare, determine, and authorize the distribution of dividends, taking into account the Company's financial performance, capital requirements, and profitability. All such distributions shall be made on a pro-rata basis to Shareholders in proportion to their respective share ownership.

6. Dispute Resolution
(a) All disputes among Shareholders shall first be resolved through mediation. If unresolved, the dispute shall be referred to arbitration, whose decision shall be final and binding.

7. Exit Strategies
(a) In the event of a Shareholder's death, incapacity, or voluntary exit, the remaining Shareholders shall have the right to purchase the existing Shareholder's shares.
(b) Drag-Along and Tag-Along Rights In the case of a sale of a majority of the Company's shares, minority shareholders shall be obliged to sell their shares (Drag-Along) or have the right to sell under the same terms (Tag-Along).

8. Confidentiality and Non-Compete
(a) Shareholders shall not disclose any Company information deemed confidential.
(b) For a period of 6 months post-departure, no Shareholder shall engage in or assist any business directly competing with the Company.

9. Financing Arrangements

(a) The Company may obtain financing, at the discretion of the Board of Directors, through debt, equity, or any other appropriate means.

(b) Any issuance of additional equity shall be subject to the pre-emptive rights of Shareholders and any required approvals.

10. Parties

(a) This Agreement shall be binding upon the Company and all of its Shareholders. By accepting shares, each Shareholder agrees to be bound by the terms of this Agreement.

11. Board of Directors

(a) The Board of Directors shall be responsible for the governance and strategic direction of the Company.

(b) The initial Board of Directors shall consist of Dearev, GraprielJuice, Plura72, RealImza and 12700k

(c) Additional directors may be elected by a majority vote of the Shareholders.

12. Reserved Matters

(a) The following actions shall require approval from Shareholders holding at least seventy-five percent (75%) of the total voting shares:

(i) Amending the Certificate of Incorporation or this Shareholder Agreement.
(ii) Entering into a merger, consolidation, or acquisition.
(iii) Issuing shares in excess of the currently authorized amount.
(iv) Appointment or removal of the Chief Executive Officer.
(v) Sale, lease, or disposal of substantially all of the Company's assets.
(vi) Voluntary dissolution or liquidation of the Company.

13. Shareholder Information and Meetings

(a) All Shareholders shall have the right to inspect the Company's records and transactions. Additional information may be provided upon reasonable written request to the Board of Directors.

(b) Shareholder meetings shall be held every two (2) months. Special meetings may be called by the Board of Directors or by Shareholders holding at least twenty-five percent (25%) of the voting shares, with a minimum of one (1) week's notice.

14. Company Purpose and Nature

(a) The purpose of the Company is to engage in any lawful act or activity for which corporations may be organized under the laws of Redmont.

(b) The Company is established as a retail company with the objective of selling goods and reserves itself the right to hold other companies as subsidiaries therein referred to as ("Subsidiaries") in any other document.