Certificate of Incorporation and Shareholder Agreement

Enigma Inc.

1. Name

The name of the Corporation shall be “Enigma Inc.”

2. Ownership and Equity Distribution

(a) The Board of Directors is authorized to issue 100,000 Class A Shares.

(b) The Board of Directors is authorized to issue 10,000 Class B Shares.

(c) Each share issued under this section has a par value of $0.01.

(d) Each Class A Share entitles the holder to one (1) vote on all matters submitted to a vote of the Shareholders.

(e) Each Class B Share entitles the holder to one (1) equal part of all disbursed dividends and distributions.

(f) Upon incorporation, the 100,000 Class A Shares shall be issued to Aeronox4.

(g) Upon incorporation, the 10,000 Class B Shares shall be issued to Aeronox4.

(h) Aeronox4 is the sole incorporator of the Corporation.

(i) Shareholders shall have the pre-emptive right to purchase their pro-rata portion of any new issuance of shares to prevent dilution of their ownership interest.

(j) Any amendment to the Certificate of Incorporation and Shareholder Agreement must be proposed by the Board of Directors and must be approved by the Shareholders.

3. 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 day to day operations.

(b) For any Shareholder vote, a quorum shall consist of Shareholders representing at least 50% of the total voting shares of the Corporation.

4. Roles and Responsibilities

(a) The Shareholders' responsibilities include providing capital, electing and removing directors and voting on matters that require Shareholder approval as outlined in this Agreement.

(b) The Board of Directors is charged with the creation of corporate strategy, the oversight of management and all major corporate decisions. It is responsible for appointing officers, making financial decisions and ensuring the Corporation operates in the best interests of all Shareholders.

(c) Officers appointed by the Board are responsible for the daily management of the Corporation and execution of the Corporation's business strategies. The initial officers shall be:
   (i) Chief Executive Officer (CEO): Aeronox4

5. Transfer of Shares

(a) Shareholders may transfer or sell their shares in accordance with the terms of this Agreement.
(b) Shareholders must inform the Board of Directors of any transfer of their shares within 24 hours of the time of transfer.
(c) For evaluation, the price of such shares shall be determined by mutual agreement based on fair market value or, if an agreement cannot be reached, by an independent appraiser appointed by the Board of Directors.

6. Dividends and Distributions

(a) The Board of Directors has the sole discretion to declare, determine and distribute dividends based on the Corporation's financial performance, capital needs and financial profitability. All distributions shall be made disbursed to all Shareholders holding equity rights, based on the proportions defined by their class.

7. Dispute Resolution

(a) Any dispute arising from this Agreement shall first be addressed via good faith negotiation between the parties. If a resolution is not reached, the dispute will be settled by binding arbitration under the laws of the Commonwealth of Redmont.

(b) The Corporation may adopt bylaws that are not inconsistent with the Agreement. In the event of any conflict with the Agreement, the Agreement will prevail.

8. Exit Strategies

(a) In the event a Shareholder becomes inactive, defined as having less than 6 hours of playtime in the last 30 day period, the remaining Shareholders shall have the right to purchase all of the Shareholder's shares at an appropriately valued price.

9. Confidentiality

(a) All Shareholders agree to maintain the confidentiality of the Corporation's proprietary information, financial data, and business strategies. They shall not disclose such information to any third party without the prior written consent of the Board.

10. Financing Arrangements

(a) The Corporation may secure funding at the Board of Directors' discretion through debt, equity or other means.

(b) Issuance of further equity must comply with the pre-emptive rights of Shareholders and required approval.

11. Parties

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

12. Board of Directors

(a) The Board of Directors shall oversee the governance and strategic direction of the Corporation.

(b) Initially, the Board shall consist of Aeronox4.

(c) Any new directors shall be elected by a majority of the Shareholders.

13. Reserved Matters

(a) The following matters shall require majority approval of Shareholders holding at least 75% of all voting shares:

(i) Amending the Certificate of Incorporation and Shareholder Agreement.

(ii) Entering into a merger, consolidation or acquisition.

(iii) Issuing new shares beyond the currently authorized amount.

(iv) Appointing or removing the Chief Executive Officer.

(v) Sale, lease or disposal of substantially all of the Corporation’s assets.

(vi) The voluntary dissolution or liquidation of the Corporation.

14. Shareholder Information and Meetings

(a) All Shareholders have the right to inspect the Corporation’s records and transactions. Further information may be granted following a written request to the Board of Directors.

(b) Meetings of the Shareholders shall occur every two (2) months. The Board of Directors or Shareholders holding at least 25% of the voting shares may call for a special meeting with one (1) week’s notice.

15. Company Purpose and Nature

(a) Under §8(7)(a)(iii) of the Legal Entities Act, the Corporation may engage in any lawful act or activity for which corporations may be organized under the laws of Redmont.

(b) The Corporation is established as a parent holding company, intended to own, manage and provide strategic direction to its subsidiaries and to pursue other investments and business opportunities.