Shareholders Agreement

This Shareholding Agreement ("Agreement") is entered into on this 26th day of July**,** 2025, by and among the shareholders listed herein (collectively, the "Shareholders") and GlobalCenter, a corporation incorporated under the laws of Commonwealth of Redmont (the "Company").

1. Ownership and Equity Distribution

1.1 **Share Distribution**
Each Shareholder holds the number and class of shares as set out in Schedule A to this Agreement.

There will be 1 class of equity shares

- **Equity Class A** : These shares will have voting rights in the matters of the company.

1.2 **Issuance of New Shares**
Any issuance of new shares must be approved by a majority of the Shareholders unless otherwise stated in Reserved Matters (Clause 12). Existing Shareholders shall have **pre-emptive rights** to subscribe to new shares proportionally.

1.3 **Transfer Restrictions**
No Shareholder shall transfer any shares without first offering them back to the company under a **right of first refusal**.

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2. Management and Decision-Making

2.1 **Appointment of Directors**
The Board of Directors ("Board") shall be appointed by the Shareholders in accordance with their respective shareholdings unless otherwise agreed.

2.2 **Voting Rights**
Each Shareholder shall have voting rights proportionate to their shareholding unless specified otherwise for certain matters.

2.3 **Major Decisions**
Certain major decisions (listed in Clause 12) shall require unanimous Shareholder approval.

3. Roles and Responsibilities

3.1 Each Shareholder agrees to actively contribute to the Company as per their roles, detailed in **Schedule B**, including but not limited to management input, business development, and capital investment

4. Transfer of Shares

4.1 **Conditions of Transfer**
All share transfers must follow the right of first refusal process. Transfers to third parties require Board approval.

4.2 **Valuation Method**
In case of a transfer, share valuation shall be conducted by an independent auditor or valuator mutually agreed upon by the Shareholders.

5. Dividends and Distributions

5.1 Dividends shall be declared by the Board based on the profitability of the Company and distributed proportionally to Shareholdings, subject to applicable law and financial health of the Company.

6. Dispute Resolution

6.1 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

7.1 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.

7.2 **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

8.1 Shareholders shall not disclose any Company information deemed confidential.
8.2 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

9.1 The Company may raise funds via equity, debt, or other means, subject to Board and Shareholder approval.
9.2 New financing arrangements affecting ownership must be disclosed to and approved by the Shareholders.

10. Parties

10.1 This Agreement is entered into by the Company and all current Shareholders listed in **Schedule A**.

11. Board of Directors

11.1 The Board shall conduct meetings quarterly unless otherwise needed.
11.2 A quorum for meetings requires the presence of at least 2 directors.
11.3 Directors shall be elected and removed by majority Shareholder vote unless Reserved Matters apply.

12. Reserved Matters

12.1 The following matters require **unanimous approval** of the Shareholders:

- Amendment of this Agreement or Articles of Incorporation.
- Issuance of new share classes.
- Sale of significant Company assets.
- Merger or dissolution of the Company.

13. Shareholder Information and Meetings

13.1 The Company shall provide monthly financial reports to all Shareholders.
13.2 Shareholder meetings shall be held annually and may be convened additionally by the Board or Shareholders holding at least 10% of the voting rights.

14. Governing Law

This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Redmont.

15. Entire Agreement

This Agreement supersedes all prior discussions, agreements, or understandings and represents the full and complete agreement among the parties.

16. Intellectual Property Access and Sharing

16.1 Only a Shareholder or group of Shareholders holding a majority of Equity Class A shares shall have the right to access, view, or disclose the Company's intellectual property, including but not limited to patents, trademarks, proprietary business models, technical processes, trade secrets, and confidential product information.

16.2 Any sharing or usage of such intellectual property with third parties must be approved by the majority Class A Shareholder(s).

16.3 Any violation of this clause shall be considered a material breach of this Agreement and may result in legal action or termination of shareholder rights subject to Clause 6 (Dispute Resolution)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Plura72

12700k

Dearev

Schedule A - Shareholder Information and Shareholdings

Shareholder Name	Number of Shares	Percentage of
Dearev	187	89.5%
12700k	11	5.5%
Plura72	10	5%

Schedule B - Shareholder Roles and Contributions

Shareholder name	Role/Responsability	Contributions
Dearev	CEO/President	Managing and overseeing all of the operations of the company
12700k	CMO	Managing the company's PR department and relative resources
Plura72	CXO	Managing the company's experience department to evaluate the quality of services offered.