

Finex Operating and Shareholding Agreement (Manager-Managed)

Date: 04/20/2025

Company Name: Finex

Company Type: Commercial Bank (Manager-Managed)

Registered Office: C109

In-Game Trading Name: Finex

Governing Law: Commonwealth of Redmont

1. Parties

This Agreement is entered into by and between the following parties (the "Shareholders"):

Inalite

(If additional Shareholders are added, this Agreement shall apply to them as well.)

2. Definitions

- **Company:** Finex, a Commercial Bank registered under the laws of the Commonwealth of Redmont.
 - **Shareholder:** Any person or entity holding shares in Finex.
 - **Managers:** Individuals appointed by the Shareholders to manage the Company's operations.
 - **Board of Managers:** The group of Managers responsible for the day-to-day management of the Company.
 - **CSA:** Commercial Standards Act.
 - **BSA:** Business Structuring Act.
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3. Purpose and Activities

Finex is established as a Commercial Bank to provide a wide range of financial services, including but not limited to:

- Personal and corporate online banking
- Deposits, withdrawals, and transfers
- Account management
- Financial technology solutions

- Loans and Overdrafts solutions

The Company will operate in compliance with all applicable laws, including the BSA, CSA, and the Taxation Act.

4. Share Capital and Ownership Structure

4.1. Share Capital

The authorized share capital of Finex is 1,000,000 shares, with a nominal value of \$0.0001 per share. For a total valuation of 100R\$.

4.2. Shareholders

The initial shareholdings are as follows:

Inalite: 1,000,000 shares (100% ownership)

4.3. Issuance of Shares

New shares may be issued by resolution of the Shareholders, **requiring at least a 3/4 majority approval. New shares must be issued at fair market value unless all Shareholders unanimously agree otherwise.** Existing Shareholders have pre-emptive rights to purchase new shares in proportion to their current holdings.

4.4. Transfer of Shares

Shares may be transferred only with the approval of a **3/4 majority of the Shareholders** and in accordance with this Agreement.

The Company and/or existing Shareholders have a right of first refusal on any proposed share transfer. The transferring Shareholder must provide written notice of the proposed transfer, including the terms, to the Company and existing Shareholders. The right of first refusal must be exercised within 14 days of receipt of notice, by matching the terms offered by the third party.

5. Management Structure

5.1. Manager-Managed Structure

Finex is a Manager-Managed Company as defined by the BSA.

The Shareholders shall appoint one or more Managers to manage the day-to-day operations of the Company.

The Managers may, but need not, be Shareholders.

5.2. Powers and Duties of Managers

Managers have full authority to operate and manage the business, including hiring employees, entering contracts, and making operational decisions.

The following major decisions require approval by at least a 3/4 majority of Shareholders:

- Issuance of new shares
- Mergers, acquisitions, or sale of substantially all assets
- Amendments to this Agreement
- Liquidation or dissolution of the Company
- Appointment or removal of Managers

5.3. Appointment and Removal of Managers

Managers are appointed and may be removed by a **3/4 majority vote of the Shareholders**.

The initial Manager is:

Inalite

5.4. Meetings

Managers shall meet as necessary to conduct business.

Shareholder meetings shall be held at least annually, with special meetings as required.

6. Fiduciary Duties and Conduct

Managers owe fiduciary duties of care and loyalty to the Company and its Shareholders.

Shareholders must act in good faith and in the best interests of the Company.

Any conflicts of interest must be disclosed and managed in accordance with the law.

7. Profit Distribution and Dividends

Profits shall be distributed to Shareholders as dividends, as determined by the Managers and approved by the Shareholders, subject to the financial health and obligations of the Company.

The Managers may retain earnings for reinvestment or regulatory compliance.

Dividends shall be considered at least annually.

8. Shareholder Rights and Major Decisions

8.1. Voting Rights

Each share entitles the holder to one vote at Shareholder meetings.

8.2. Matters Requiring Shareholder Approval

The following actions require approval by at least a **3/4 majority of Shareholders**:

- Amendments to this Agreement
 - Issuance of new shares
 - Mergers, acquisitions, or sale of substantially all assets
 - Liquidation or dissolution of the Company
 - Appointment or removal of Managers
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9. Financial Reporting and Transparency

The Company shall maintain accurate books and records, available for inspection by Shareholders for a proper purpose.

Monthly financial statements shall be prepared and presented to Shareholders.

The Company shall comply with all reporting requirements of the Department of Commerce and the CSA.

10. Classification and Compliance

10.1. Commercial Bank Status

Finex is registered as a Commercial Bank under the CSA and must comply with all requirements for such institutions, including:

- Only taking interest-bearing deposits if registered as a Commercial Bank.
- Not engaging in activities reserved for other types of financial institutions (e.g., investment banking, unless separately registered).

10.2. Taxation and Exemptions

The Company acknowledges its obligation, as a deposit-taking financial institution, to pay a total tax of 20% on monthly reported profits, consisting of a 10% Financial Institution Tax and a 10% Financial Institution Depositor Insurance Tax, in accordance with the Taxation Act. This tax will be paid as required by the Department of Commerce. The Company is exempt from all balance taxes as defined in the Banking Act (or succeeding acts), effective upon acceptance and registration by the Department of Commerce. The Company will fully comply with all other tax obligations and requirements under the Taxation Act.

10.3. Regulatory Compliance

The Company shall update its registration and business description with the Department of Commerce as required by law, as well as fulfill all necessary obligations to maintain its role. Any change in classification (e.g., to Investment Bank) must be reported and reflected in all official records.

11. Confidentiality and Non-Compete

Managers and Shareholders must not disclose confidential information of the Company. Managers and Shareholders may not engage in competing businesses without Shareholder approval.

These obligations survive the termination of a Manager's or Shareholder's relationship with the Company for a period of two (2) years.

12. Dispute Resolution

Any disputes arising under this Agreement shall be resolved by mediation or arbitration, as agreed by the parties, or as required by the Department of Commerce or the courts of Redmont.

If the parties cannot agree, the dispute shall be submitted to binding arbitration under the rules of the Commonwealth of Redmont.

13. Amendments

This Agreement may be amended only by a **3/4 majority vote of the Shareholders**.

14. Liquidation and Dissolution

The Company may be liquidated by a **3/4 majority of Shareholders**, in accordance with the BSA.

Upon liquidation, assets shall be distributed to Shareholders in proportion to their shareholdings after payment of all debts.

15. Miscellaneous

This Agreement is binding on all current and future Shareholders.

Any matters not covered by this Agreement shall be governed by the laws of the Commonwealth of Redmont.

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

16. Signatures

By signing below, the parties agree to be bound by the terms of this Operating/Shareholding Agreement.

Inalite

[Signature line for additional Shareholders, if any]

Summary of Key Approval Thresholds:

All major decisions, amendments, share issuances, transfers, and manager appointments/removals require a 3/4 majority of Shareholders.