

Finex Shareholding Agreement (Manager-Managed Corporation)

Date: 04/20/2025

Company Name: Finex

Company Type: Commercial Bank (Manager-Managed Corporation)

Company HQ: 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
(This Agreement shall apply to all current and future Shareholders of Finex.)
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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.
 - **Manager(s):** Individuals appointed by the Shareholders to manage the Company's operations.
 - **Board of Directors:** The governing body responsible for oversight and major decisions.
 - **CSA:** Commercial Standards Act.
 - **BSA:** Business Structuring Act.
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3. Purpose

This Agreement establishes the rights and obligations of Shareholders, particularly regarding the transfer or issue of shares, protection of minority interests, and procedures for key events, to ensure efficient and fair management of the Company.

4. Ownership and Equity Distribution

4.1. Share Capital

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

4.2. Initial Shareholdings

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

4.3. Issuance of Shares

New shares may be issued only by a **3/4 majority approval of the Shareholders**.

5. Management and Decision-Making

5.1. Board of Directors and Managers

- The Board of Directors is responsible for oversight and major decisions.
- The Company is manager-managed; Managers are appointed by the Board and may be Shareholders.
- The initial Manager is Inalite.

5.2. Appointment and Removal of Managers/Directors

- Appointment and removal of Managers or Directors require a **3/4 majority approval of Shareholders**.

5.3. Voting Rights

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

5.4. Major Decisions

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

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

- Shareholders are expected to act in good faith and in the best interests of the Company.
 - Managers and Directors owe fiduciary duties of care and loyalty to the Company and its Shareholders.
 - Shareholders may be required to contribute expertise, capital, or other resources as agreed.
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7. Transfer of Shares

7.1. Conditions

- Shares may be transferred only with **3/4 majority approval of Shareholders**.
- 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 terms, to the Company and existing Shareholders. The right of first refusal must be exercised within 14 days of notice by matching the terms offered by the third party.

7.2. Valuation

- The price of shares for transfer shall be determined by mutual agreement or, failing that, by an independent valuation.
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8. Dividends and Distributions

- Profits shall be distributed to Shareholders as dividends, as determined by the Managers and approved by Shareholders, subject to the financial health and obligations of the Company.
 - Dividends shall be considered at least monthly.
 - The Managers may retain earnings for reinvestment or regulatory compliance.
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9. 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.
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10. 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 two (2) months.
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11. Financing Arrangements

- The Company may secure funding through equity, debt, or other means as approved by a **3/4 majority of Shareholders**.
 - Any new financing arrangements that may dilute existing Shareholders' interests require **3/4 majority approval**.
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12. Board of Directors

- The Board of Directors shall meet at least annually and as otherwise required.
 - The process for selection and replacement of Directors is by **3/4 majority approval of Shareholders**.
 - The Board is responsible for oversight, strategic direction, and ensuring compliance with all laws and regulations.
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13. Reserved Matters

- The following matters require **unanimous approval of all Shareholders**:
 - Changes to the rights attached to any class of shares
 - Any action that would disproportionately affect minority Shareholders
 - Any amendment to this section of Reserved Matters
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14. Exit Strategies

14.1. Buy-Sell Provisions

- Triggering Events: Death (playtime reaching 0 hours per month for 2 consecutive months AND being inactive on discord for 1 month), permanent disability, bankruptcy, material breach of Agreement, or termination of employment/management role for Cause.
- Upon a Triggering Event, the Company has first option, then remaining Shareholders (pro-rata), to purchase affected Shareholder's shares.
- Purchase price determined per Section 7.2 (Valuation).
- Payment: 30% cash at closing, remainder by secured note over max 3 years.

14.2. Drag-Along Rights

If Shareholders holding 75% or more approve a sale of the Company, other Shareholders must:

- Support the sale
- Sell their shares on same terms
- Execute required documents
- Notice required 30 days before closing.

14.3. Tag-Along Rights

- If Shareholder(s) sell >50% of Company shares, other Shareholders may participate proportionally on same terms.
- 30-day notice required
- Must exercise within 15 days of notice

14.4. Third-Party Sales

- All share transfers are subject to Section 7 (Transfer of Shares), including 3/4 majority approval and right of first refusal.
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15. Shareholder Information and Meetings

- 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.
 - Shareholder meetings shall be held at least monthly, with special meetings as required. Notice of meetings and agendas shall be provided at least 7 days in advance.
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16. Amendments

- This Agreement may be amended only by a **3/4 majority vote of the Shareholders**, except for Reserved Matters, which require unanimous approval.
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17. 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.
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18. Compliance and Records

- The Company shall comply with all requirements of the Department of Commerce, including notification of any changes to business ownership, management, or operational status.
 - The Company shall maintain accurate and up-to-date records with the Department of Commerce to ensure ongoing compliance.
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19. 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.
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20. Signatures

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

Inalite

Summary Table of Key Approval Thresholds:

Action	Approval Required
Amend Agreement	3/4 majority
Reserved Matters	Unanimous
Major Decisions (shares, mergers, etc.)	3/4 majority
Share Transfer	3/4 majority
Appointment/Removal of Managers/Directors	3/4 majority