# HMI HOLDINGS

## SHAREHOLDERS AGREEMENT

This Shareholders Agreement ("Agreement") is made and entered into as of 17th February 2026, by and among the following parties:
1. **HMI Holdings**, a company incorporated under the laws of Commonwealth of Redmont (the "Company")
2. The shareholders of the Company listed in **Schedule A** (collectively, the "Shareholders" and individually, a "Shareholder").

## 1. PURPOSE

The purpose of this Agreement is to set forth the rights, responsibilities, and obligations of the Shareholders with respect to their ownership and management of the Company.

## 2. SHARE CAPITAL AND OWNERSHIP

2.1 The Company shall have three classes of equity shares: **Class A Shares**, **Class B Shares** and **Class C Shares**.
2.2 “Shareholder meetings” means any duly convened general meeting of Shareholders of the Company.
2.3 **Class A Shareholders** shall have voting rights in all “Shareholder meetings” of the Company.
2.4 **Class B Shareholders** shall not have any voting rights in all “Shareholder meetings” of the Company.
2.5 **Class C Shareholders** shall have voting rights worth ten votes in all “Shareholder meetings” of the Company (“Supervoting Rights”).
2.6 The shareholding structure of the Company shall be as detailed in Schedule A.
2.7 Any issuance of new shares or transfer of shares shall be governed by the terms of this Agreement.

## 3. STOCK SPLIT AND CAPITAL ADJUSTMENT

3.1 In the event the Company proposes to undertake any stock split, reverse stock split, share dividend, or other recapitalization or reclassification of its share capital (each, a “Capital Adjustment”), such action shall require the prior written approval of the Board of Directors.
3.2 Upon such approval, the number of outstanding shares of each class of stock, including **Class A Shares** (with voting rights), **Class B Shares** (without voting rights) and **Class C Shares** (with Supervoting Rights), shall be adjusted proportionately so that the relative ownership interests of the Shareholders in each class remain unchanged.
3.3 Such Capital Adjustment shall not alter the rights, preferences, privileges, or restrictions of either class of shares. Specifically, the voting rights of **Class A Shares**, the Supervoting Rights of **Class C Shares** and the non-voting status of **Class B Shares** shall remain unaffected.

## 4. MANAGEMENT AND GOVERNANCE

4.1 The Board of Management ("Executive Committee") shall oversee the management of the Company.
4.2 The Board of Directors (“Board”) shall have the right to appoint and remove the chairman of the Executive Committee (“Chief Executive Officer”) of the Company.
4.3 The Chief Executive Officer shall have the right to appoint and remove the members of the Executive Committee (“Executives”) excluding themselves.
4.4 Shareholders shall have the right to nominate the members of the Board in accordance with voting rights.
4.5 Members of the Board (collectively, the "Board members" and individually, a "Board member") shall have the right to appoint and remove the chairman of the Board (“Chairman”) by vote, where each Board member shall have one vote.
4.6 The Board shall make decisions by a majority vote unless otherwise specified.

## 5. RESTRICTIONS ON TRANSFER OF SHARES

5.1 There shall be no restriction on the transfer of **Class B Shares**.
5.2 Upon any direct or indirect transfer to a party that did not hold **Class C Shares** prior to the transfer, **Class C Shares** shall automatically convert into **Class A Shares**.
5.3 **Class C Shares** may be converted to **Class A Shares** on a one-to-one basis. Such conversion shall not constitute a Capital Adjustment.
5.4 A Shareholder wishing to transfer **Class A Shares** must first offer them to existing Class A Shareholders and Class C Shareholders on a pro-rata basis ("Right of First Refusal").
5.5 If no existing Class A Shareholder nor Class C Shareholder accepts the offer within 15 days, the **Class A Shares** may be sold to a third party on the same terms.

## 6. TAG-ALONG AND DRAG-ALONG RIGHTS

6.1 **Tag-Along Rights**: If a Shareholder intends to sell Shares carrying voting rights to a third party, the other Shareholders shall have the right to participate in the sale on a pro-rata basis.

**6.2 Drag-Along Rights:** If Shareholders holding at least 75% of the total voting power represented by all outstanding **Class A Shares** and **Class C Shares** combined approve a sale of the Company, all other Shareholders shall be required to sell their shares on the same terms.

## 7. DIVIDENDS AND DISTRIBUTIONS

7.1 The Company shall distribute dividends upon a resolution of the Shareholders, subject to applicable laws and financial conditions.

7.2 No Shareholder shall have the right to demand or require the distribution of dividends.

## 8. CONFIDENTIALITY

8.1 All Shareholders shall keep confidential any proprietary or sensitive business information they acquire regarding the Company. This obligation shall survive termination of this Agreement.

## 9. TERMINATION

9.1 This Agreement shall remain in effect until the occurrence of any of the following:

a) A unanimous agreement by the Shareholders to terminate it.

b) The dissolution or liquidation of the Company.

## 10. DISPUTE RESOLUTION

10.1 Any dispute arising under this Agreement shall first be attempted to be resolved amicably through negotiations.

## 11. MISCELLANEOUS

11.1 **Governing Law**: This Agreement shall be governed by the laws of the Commonwealth of Redmont.

11.2 **Amendments**: This Agreement may be amended by a resolution adopted by a majority of the votes cast by the Shareholders, taking into account the voting rights associated with each class of Shares, in accordance with applicable law.

11.3 No amendment shall disproportionately and adversely affect the rights of a specific class of Shares without the approval of a majority of the holders of that class. This clause shall survive termination of this Agreement.

11.4 **Entire Agreement**: This Agreement constitutes the entire understanding among the parties and supersedes all prior agreements.

# Schedule A

## CLASS A SHAREHOLDER DETAILS

**10,000 Class A Shares** are held in reserve by the Company.

## CLASS B SHAREHOLDER DETAILS

**20,000 Class B Shares** are held in reserve by the Company.

## CLASS C SHAREHOLDER DETAILS

| Shareholder Name | No. of Class C Shares | Percentage of Class C Shares |
|---|---|---|
| DaanBanaan5673 | 5000 | 50% |
| .MeineSaturn | 5000 | 50% |