



A

SHAREHOLDER AGREEMENT

FOR THE

INTERBANK LENDING CORPORATION

(ILC)

“Ne Crisi, Sed Concordia”

DATED:

APRIL 9, 2025

ARTICLE I

INTRODUCTION

This Shareholder Agreement ("Agreement") sets out the terms governing the rights, responsibilities, and obligations of shareholders in the Interbank Lending Corporation ("ILC"), a financial institution focused exclusively on facilitating interbank lending operations among registered financial institutions.

ARTICLE II

DEFINITIONS

ILC — *Interbank Lending Corporation*

Shares — *Units of equity ownership in the ILC*

Shareholder — *Any person or institution holding Shares*

Board — *The Board of Directors governing the ILC*

Pre-emption Rights — *The right of existing shareholders to purchase shares before they are offered to external parties*

Transfer of Shares — *The process by which a shareholder sells, assigns, or otherwise disposes of their shares*

ARTICLE III

PARTIES

This Agreement is entered into between the ILC and its Shareholders. The identities and shareholdings of the Shareholders are recorded in the Shareholder Register maintained by ILC.

ARTICLE IV

SHARE CAPITAL STRUCTURE

(a) The authorized share capital of ILC shall be determined and may be amended by unanimous shareholder approval.

(b) Any issuance of new shares shall require unanimous shareholder approval, subject to applicable law.

(c) Shareholders have equal voting and dividend rights unless otherwise agreed in writing.

ARTICLE V

OWNERSHIP AND EQUITY DISTRIBUTION

(a) Each Shareholder owns shares in accordance with the Shareholder Register.

(b) Pre-emption rights apply to any new issuance or sale of shares.

ARTICLE VI

MANAGEMENT AND DECISION-MAKING

(a) The Board of Directors shall consist of representatives elected proportionally to share ownership.

(b) Major decisions, including changes to this Agreement, capital structure, or lending policy framework, require unanimous approval.

ARTICLE VII

ROLES AND RESPONSIBILITIES

Shareholders are expected to:

Participate in capital contributions as required.

Abide by anti-collusion and fair-lending practices.

Respect ILC's neutrality and non-partisan facilitation role.

ARTICLE VIII

TRANSFER OF SHARES

(a) Shares may not be transferred without written notice to and approval by the Board.

- (b) Pre-emption rights allow existing shareholders the right of first refusal.
- (c) Share valuation will be based on book value or an independent appraisal.

ARTICLE IX

DIVIDENDS AND DISTRIBUTIONS

- (a) Dividends shall be declared only when operationally and regulatorily appropriate.
- (b) Distribution shall be proportionate to shareholding.

ARTICLE X

DISPUTE RESOLUTION

- (a) All disputes shall first attempt informal resolution.
- (b) If unresolved, mediation shall be pursued.
- (c) Final disputes will be settled by binding arbitration under ILC jurisdiction.

ARTICLE XII

EXIT STRATEGIES

- (a) A Shareholder may exit only after offering their shares to existing Shareholders.
- (b) If no agreement is reached within 30 days, shares may be sold externally with Board approval.

ARTICLE XIII

CONFIDENTIALITY AND NON-COMPETE

- (a) Shareholders agree to confidentiality of all non-public data, algorithms, and transaction details.

(b) Shareholders agree not to establish a competing interbank lending entity post-exit, preserving the stability of the financial markets.

ARTICLE XIV

BOARD OF DIRECTORS

(a) The Board governs the ILC, ensuring legal compliance, operational integrity, and neutrality.

(b) Directors must be officers or appointees of Shareholder institutions.

ARTICLE XV

RESERVED MATTERS

Unanimous shareholder approval is required for:

Amendments to this Agreement.

Mergers, acquisitions, or dissolution.

Capital raises beyond approved thresholds.

ARTICLE XVI

SHAREHOLDER INFORMATION AND MEETINGS

(a) Shareholders will receive quarterly performance reports and annual audited financials.

(b) An Annual General Meeting will be held to review ILC operations.

ARTICLE XVII

GOVERNING LAW

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

ARTICLE XVIII

EXECUTION

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

A handwritten signature in black ink that reads "huesca12". The letters are cursive and connected, with a stylized "12" at the end.

*huesca12 — Shareholder, Chairman of the Board
April 9, 2025*